



# City of Sacramento City Council

15

915 I Street, Sacramento, CA, 95814  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Meeting Date:** 7/31/2012

**Report Type:** Consent

**Title: Contract: Solid Waste and Recyclables Collection and Processing Services for City Facilities**

**Report ID:** 2012-00441

**Location:** Citywide

**Recommendation:** Pass a Motion: 1) awarding a five-year contract to USA Waste of California, Inc. for the collection of solid waste and recyclables at City owned and leased facilities in an amount not to exceed \$5,181,956 for the five-year term; and 2) authorizing the City Manager or the City Manager's designee to execute the contract specified above.

**Contact:** Marc Robles, Program Analyst, (916) 808-6343; Steve Harriman, Intergrated Waste General Manager, (916) 808-4949, General Services Department

**Presenter:** None

**Department:** General Services Dept

**Division:** Solid Waste Administrative Svc

**Dept ID:** 14001711

**Attachments:**

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- 1- Description/Analysis
- 2- Attachment 1 Bid Analysis
- 3- Contract with USA Waste of California

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### **City Attorney Review**

Approved as to Form  
Janeth D. San Pedro  
7/24/2012 10:20:53 AM

### **City Treasurer Review**

Reviewed for Impact on Cash and Debt  
John Colville  
7/17/2012 6:48:23 AM

### **Approvals/Acknowledgements**

Department Director or Designee: Reina Schwartz - 7/19/2012 1:03:06 PM



## Description/Analysis

**Issue:** On March 20, 2012, City Council passed Resolution No. 2012-074 approving discontinuance of solid waste and recyclables collection services by the City Solid Waste and Recycling Division (“SW Division”) to commercial properties, including City departments and facilities, by October 1, 2012. The recommended contract with USA Waste of California, Inc. (“USA Waste”) will provide for the collection of these materials by an outside vendor at City-owned and leased facilities beginning October 1, 2012.

**Policy Considerations:** The recommendations in this report are in accordance with the provisions of City Code Chapter 3.56, Purchasing of Supplies and Services, and API 4101, Procurement of Non-Professional Services. The recommendations in this report are also consistent with Resolution No. 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona. The Equal Benefits Ordinance and Living Wage Ordinance are applicable to this contract.

**Economic Impacts:** None

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** USA Waste is a permitted hauler in the region. The Sacramento Recycling and Transfer Station (SRTS) facility is permitted for sufficient capacity to receive and transfer the solid waste and recyclable materials generated at City-owned and City-leased facilities. The recommendations in this report are also considered administrative activities by a governmental agency and do not constitute a “project” pursuant to Section 15378(b)(2) of the CEQA Guidelines.

**Sustainability:** The recommended contract is consistent with the Sustainable Purchasing Policy (*AP-4003*) by encouraging recycling efforts and reducing the amount of materials placed in landfills.

**Commission/Committee Action:** None

### Rationale for Recommendation:

On May 15, 2012, Procurement Services, in accordance with City Code Chapter 3.56, issued Invitation for Bid No. B12131061010 to award a contract to provide collection of solid waste and recyclables at City-owned and leased facilities. Three vendors submitted bids and USA Waste of California, Inc. was determined to be the lowest responsive and responsible bidder. The bid results are included in Attachment 1.

**Financial Considerations:** Funding for this contract will be provided by the operating budgets of the departments that utilize the service. Pricing for the first year of the contract will be at the original bid price. Annual price increases are based on the Consumer Price Index plus a combination of factors including, but not limited to, an annual fuel adjustment, an annual disposal fee adjustment, and an annual recycling rate adjustment. The expenditures provided in the table below for years two through five assume the maximum annual price escalation allowed in the proposed contract and are based on the current number, size, and collection frequency of regularly scheduled solid waste and recycling containers at City facilities, plus a projected annual number of on-call and special event collection services that may be utilized by City Departments.

Sufficient funding is available in the FY2012/13 operating budget for purchases through June 30, 2013. Purchases made after June 30, 2013, are subject to funding availability in the budget adopted for the applicable fiscal year.

Vendor	Annual Expenditures					Total
	Year 1 (fixed)	Year 2 (maximum)	Year 3 (maximum)	Year 4 (maximum)	Year 5 (maximum)	
USA Waste of California, Inc.	\$904,164	\$965,411	\$1,031,324	\$1,102,298	\$1,178,759	\$5,181,956

**Emerging Small Business Development (ESBD):** USA Waste of California, Inc. is not certified as an emerging/small business firm.



**Bid Results – Bid No. B12131061010**

	<b>Allied Waste</b>	<b>Atlas Disposal</b>	<b>USA Waste of California, Inc.</b>
Solid Waste and Recyclable Collection Services	\$8,414,766	\$8,795,616	\$5,181,956
5% ESBE Preference	None	None	None
1% City Limit Preference	None	None	None
Prompt Payment Discount	None	None	None
Total Bid Evaluation	\$8,414,766	\$8,795,616	\$5,181,956



# City of Sacramento Contract Cover and Routing Form

Requires Council Approval:  No  YES Meeting: July 31

## General Information

Type: Non Professional Services

CHANGE: None CH #:

\$ Not to Exceed: \$ 5,181,956.00

Original Contract Number:

Original Contract Amount:

Contractor: USA Waste of California

Project Name: Solid Waste and Recyclables Collection and Processing Services for City Facilities

Project Number:

Bid Transaction #: B12131061010

E/SBE-DBE-M/WBE: No

## Department Information

Department: General Services

Division: Procurement

Project Mgr: Marc Robles

Supervisor: Craig Lymus

Contract Services:

Division Mgr:

Phone Number: x6343

Org Number: 13001611

Comment:

## Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>MR</i>	7-3-12
Accounting:	<i>-</i>	
Contract Services:	<i>MR</i>	7-3-12
Supervisor:		
Division Manager:	<i>MR for LL</i>	7-3-12

**City Attorney**      Signature or Initial      Date

City Attorney: \_\_\_\_\_

Send Interoffice Mail       Notify for Pick Up

**Authorization**      Signature or Initial      Date

Schwartz, Reina  
Department Director: \_\_\_\_\_

**For City Clerk Processing Finalized:**

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Imaged:**

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Resolution No:** (If Applicable)

\_\_\_\_\_

**Contract No:**

\_\_\_\_\_

\_\_\_\_\_

City Mgr: yes  No  \_\_\_\_\_



**CITY OF SACRAMENTO**

**CITY FACILITIES SOLID WASTE AND RECYCLABLES  
COLLECTION AND PROCESSING SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF SACRAMENTO**

**AND**

**USA Waste of California, Inc.**

**June 6, 2012**

**May 4, 2012**

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## EXHIBITS

- A Contractor Rates Approved by City
- B Service Information for City Facilities
- C Living Wage Ordinance Requirements
- D Declaration of Compliance, Living Wage Ordinance
- E Requirements of the Non-Discrimination in Employee Benefits Code
- F Declaration of Compliance, Equal Benefits Ordinance
- G Drug-Free Workplace Policy and Affidavit

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**CITY OF SACRAMENTO  
CITY FACILITIES SOLID WASTE AND RECYCLABLES  
COLLECTION AND PROCESSING SERVICES AGREEMENT  
BETWEEN  
THE CITY OF SACRAMENTO  
AND  
USA Waste of California, Inc.**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF SACRAMENTO, a municipal corporation ("City"), and USA Waste of California, Inc. ("Contractor").

**RECITALS**

- A. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") (California Public Resources Code sections 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions.
- B. Through the Solid Waste and Recycling Division of the City's Department of General Services, the City has provided Solid Waste and Recyclables Collection services to residents, some commercial premises, and City Facilities within the City of Sacramento since the City's incorporation.
- C. On March 20, 2012, the City Council approved discontinuation of Collection services for commercial premises and City Facilities,
- D. The City Council desires, having determined through a competitive bid process for services, that Contractor be engaged to perform such services on the terms set forth in this Agreement.
- E. Contractor agrees to and acknowledges that it shall arrange for the Processing of Recyclable Materials at a facility of its choice subject to City approval, and agrees to Transport all Solid Waste Collected from City Facilities to the Approved Transfer Station for transfer and Disposal.

**NOW, THEREFORE**, based on the mutual promises contained herein, the Parties agree as follows:

**Section 1: Definitions**

Unless a different meaning is clearly required, the following words and phrases shall have the meanings respectively ascribed to them:

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**“Act”** means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded, and replaced from time to time.

**“Agreement”** means this Agreement between the City and Contractor for Solid Waste and Recyclables Collection and Processing services, including all exhibits, and any future amendments hereto.

**“Applicable Law”** means all Federal, State, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, Processing, or Disposal of Solid Waste, or Recyclable Materials that are in force on the Effective Date and as they may be enacted, issued or amended during the Term of this Agreement.

**“Approved Disposal Location”** means the Kiefer Landfill in Sacramento County.

**“Approved Facility”** means any or all of the Approved Disposal Location, Approved Recyclable Materials Processing Site, or the Approved Transfer Station.

**“Approved Recyclable Materials Processing Site”** means the Sacramento Recycling & Transfer, 8491 Fruitridge Rd, Sacramento, CA 95826 which was selected by Contractor and approved by the City Manager or his/her designee.

**“Approved Transfer Station”** means the Sacramento Recycling and Transfer Station on Fruitridge Road in Sacramento, California.

**“Automatic Lift Container”** or **“Cart”** means a plastic receptacle with a hinged lid that is designed to be lifted, dumped and returned by Collection vehicles that have a compatible mechanical lifting device.

**“Bin”** means a Container with capacity of approximately one (1) to six (6) cubic yards, with a hinged lid, and with wheels where appropriate, that is serviced by a front loading or rear-loading Collection vehicle.

**“Business Day”** means any day other than Saturday or Sunday which is not a City Facility Holiday.

**“Change in Law”** means any of the following events or conditions which has a material and adverse effect on the performance by the Parties of their respective obligations under this Agreement (except for payment obligations):

- a. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation on or after the Effective Date of any Applicable Law, other than laws with respect to taxes based on or measured by net income, or any unincorporated business, payroll, franchise taxes levied by any tax board or employment taxes; or
- b. The order or judgment of any governmental body, on or after the Effective Date, to the extent (i) such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the City or of the Contractor, whichever is asserting the occurrence of a Change in Law, or of any third party for

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whom the Party asserting the Change in Law is directly responsible; and (ii) the Party asserting the Change in Law, unless excused in writing from so doing by the other Party, shall make or have made, or shall cause or have cause to be made reasonable business efforts in good faith to contest such order or judgment (it being understood that contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence).

**"City"** means the City of Sacramento, a municipal corporation, and all the territory lying within the municipal boundaries of the City as presently exist or as such boundaries may be modified during the Term. Unless otherwise specified in this Agreement, any action authorized or required by the City may be taken by the City Council or by its designated agent.

**"City Department"** means a principal administrative division of the City including, but not limited to, one of the following: Community Development; Convention, Culture and Leisure, Economic Development, Finance, Fire, Information Technology, General Services, Parks and Recreation, Police, Transportation, and Utilities, which list may be modified by the City at any time over the Term.

**"City Facility(ies)"** means City-owned property occupied and maintained by a City Department. City Facilities are the premises listed in Exhibit B, which may change from time to time during the Term of the Agreement. City Facilities do not include (1) privately-owned premises leased to a City Department unless City chooses, for the purposes of this Agreement, to include the premises as a City Facility, and (2) City-owned property leased to a private entity or non-profit organization.

**"City Facility Holiday"** means New Year's Day, Martin Luther King Jr. Day, President's Day, Caesar Chavez Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day, which may change on an annual basis.

**"Collection" (or variation thereof)** means the act of Collecting Solid Waste, Recyclable Materials, or other material at the place of generation in the City.

**"Commencement Date"** means the date specified in Section 4 when Collection, Transportation, and Processing services required by this Agreement shall commence.

**"Compactor"** means a mechanical apparatus that compresses materials and/or the Container that holds the compressed materials. Compactors include Drop Box Compactors of any size serviced by Drop Box Collection vehicles.

**"Complaint"** means written or orally communicated statements made by members of the public or officers, employees or agents of City alleging non-performance or deficiencies in Contractor's performance, or otherwise alleging a violation by Contractor of the provisions of this Agreement.

**"Composting" or "Compost"** includes a controlled biological decomposition of Organic Materials yielding a safe and nuisance free Compost product.

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**“Construction and Demolition Debris”** includes discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair or demolition operations on any pavements, excavation projects, houses, buildings, or other structures.

**“Containers”** mean Bins, Automatic Lift Containers, Carts, Compactors, Drop Boxes, and five cubic yard trailers.

**“Contractor”** means USA Waste of California, Inc. a corporation organized and operating under the laws of the State of Delaware and its officers, directors, employees, agents, companies, and Subcontractors to whom by virtue of this Agreement has been granted the exclusive right and privilege to perform the services described in this Agreement.

**“Contractor’s Compensation”** means the monetary compensation received by Contractor in return for providing services in accordance with this Agreement as described in Section 15.

**“Contractor’s Bid Package”** means the bid package submitted by Contractor and received on June 6, 2012 by the City in response to the City’s 2012 Invitation for Bid for City Facilities Solid Waste and Recyclables Collection and Processing Services and certain supplemental written materials incorporated by reference.

**“Designated Waste”** means non-Hazardous Waste which may pose special Disposal problems because of its potential to contaminate the environment and which may be Disposed of only in Class II Disposal Sites or Class III Disposal Sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste as defined in section 13173 of the California Water Code.

**“Discarded Material”** means Solid Waste or Recyclable Materials placed by a Generator in a Container, receptacle or at a location that is designated for Collection.

**“Disposal” or “Dispose”** (or variation thereof) means the final disposition of Solid Waste at a Disposal Site.

**“Disposal Site”** means a facility for ultimate Disposal of Solid Waste.

**“Diversion”** means activities that reduce or eliminate the amount of Solid Waste from Solid Waste Disposal including, but not limited to, Recycling and Composting.

**“Drop Box”** means a Container with a typical capacity of 6 to 50 cubic yards that is serviced by a roll-off Collection vehicle.

**“Effective Date”** means the date on which this Agreement is made above.

**“Federal”** means belonging to or pertaining to the national government of the United States; or founded on or organized under the constitution of the United States.

**“Food Scraps”** means food scraps such as those discarded Organic Materials that will decompose and/or putrefy, including: 1) all kitchen and table food waste, and animal or vegetable waste that attends or results from the storage, preparation, cooking or handling of food stuffs; and, 2) paper waste contaminated with Food Scraps. Food Scraps is a subset of Organic Materials.

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**"Garbage"** consists of dead animals, of not more than ten (10) pounds weight each, and of every accumulation of animal, vegetable, and other matter that attends the preparation, consumption, decay or dealing in, or storage of meats, fish, fowl, birds, fruits and vegetables, and any matter that will putrefy. The term "Garbage" does not include dishwater or waste water.

**"Generator"** means any Person, as defined by section 40170 of the Public Resources Code, or City Facility, whose act or process produces Solid Waste or Recyclable Materials or whose act first causes Solid Waste or Recyclable Materials to become subject to regulation.

**"Hazardous Waste"** includes any waste material or mixture of wastes as defined in section 25117 of the California Health and Safety Code and under various Federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous substance, together with any amendments of or regulations promulgated under such laws, and any other Federal, State, or local law, statute, ordinance, or regulation in effect prior to the Commencement Date or later enacted that pertains to occupational health or industrial hygiene, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

**"Infectious Wastes"** includes: 1) equipment, instruments, utensils, and other fomites (any object that may harbor or transmit pathogenic organisms) of a disposable nature from the rooms of patients who are suspected to have or have been diagnosed as having a communicable disease and must, therefore, be isolated as required by public health agencies; 2) laboratory wastes, including pathological specimens (i.e., all tissues, specimens of blood elements, excreta and secretions obtained from patients or laboratory animals) and disposable fomites attendant thereto; 3) surgical operating room pathological specimens, including recognizable anatomical parts, human tissue, anatomical human remains and disposable materials from hospitals, clinics, outpatient areas and emergency rooms or any other Medical Waste Generator as defined in California Health and Safety Code section 117705; and, 4) substances or matter that are defined as "infectious waste" under the California Code of Regulations.

**"Liabilities"** means all liabilities, including:

- (1) Demands, lawsuits, claims, or actions;
- (2) Awards, judgments and damages (whether in contract or tort, including personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, and punitive damages);
- (3) Contribution or indemnity claimed by Persons other than the Parties;
- (4) Injuries, losses, debts, liens;
- (5) Costs, arising from or attributable to any operations, repair, clean-up or detoxification, or preparation or implementation of any removal, remedial, response, closure, post-closure or other plan, regardless of whether undertaken

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due to government directive or action, such as remediation of surface or ground water contamination and replacement or restoration of natural resources;

- (6) Interest;
- (7) Fines, charges, penalties, forfeitures; and
- (8) Expenses such as attorneys' (including City's staff attorneys and outside attorneys) and expert witness fees, expenditures for investigation and remediation, and costs incurred in connection with defending against any of the foregoing or in enforcing indemnities provided in Section 19.

For purposes of this indemnity, "Liabilities" includes Liabilities arising from or attributable to any operations, repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan, regardless of whether undertaken due to government directive or action, such as remediation of surface or ground water contamination and replacement or restoration of natural resources.

**"Litter"** consists of Garbage, Rubbish, Waste Matter, Recyclables, junk, debris, vehicle parts, and all other materials, things or objects that are made available for collection in connection with the abatement of any public nuisance or other actions taken pursuant to the provisions of Title 13 of the Sacramento City Code.

**"Occupant"** means the Person who occupies a Premises.

**"Organic Materials"** means those Discarded Materials that will decompose and/or putrefy that Generator has separated from Solid Waste and Recyclable Materials for Collection in specially designated Containers for Organic Materials Collection. Organic Materials include Yard Trimmings and Food Scraps. No discarded material shall be considered to be Organic Materials, however, unless such material is separated from Solid Waste and Recyclable Material.

**"Owner"** means the Person holding legal title to the land or building.

**"Party or Parties"** refers to the City and Contractor, individually or together.

**"Person(s)"** means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of Sacramento, or special purpose districts.

**"Processing"** (or variation thereof) means to prepare, treat, or convert through some special method.

**"Processing Site"** means any plant or site used for the purpose of sorting, cleansing, treating or reconstituting Recyclable Materials for the purpose of making such materials available for reuse.

**"Rate"** means the dollar unit to be charged by Contractor for Collecting Solid Waste and Transporting to the Approved Transfer Station and Collecting, Transporting, Processing, and marketing Recyclable Materials.

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**"Rate Period"** means a 12-month period, commencing October 1 and concluding September 30 for which Rates are calculated.

**"Recyclable Materials"** means the following types of Recyclable Materials, that are Source Separated and placed for collection in a bin or container separate from Solid Waste and Organic Materials:

- Paper Materials: Newspaper, cardboard, mixed paper, box board (i.e., shoe boxes, tissue boxes, cereal boxes), office paper, junk mail, phone books, soft cover books, magazines, catalogs, paper bags, paper packaging, egg cartons, and colored paper including incidental paper scraps and envelopes.
- Containers: Glass bottles and jars, aluminum cans, metal cans, milk containers, all #2, #4, and #5 plastic containers, all narrow-neck #1 to #7 plastic containers, aseptic packaging, milk cartons, and empty aerosol cans.
- Other: Small scrap metal under 40 pounds.

**"Recycle" or "Recycling"** means the process of sorting, cleansing, treating and reconstituting at a Recyclable Materials Processing Site material that would otherwise be Disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused or reconstituted products.

**"Refuse"** includes waste paper; cardboard, wood, Rubbish, trash, Waste Matter, and all other similar matter, that are not Source-Separated; but does not include any matter included in the definition of Garbage, Hazardous Wastes, and Infectious Wastes in this Section.

**"Rubbish"** consists of, chips, shoes, hats, crockery, glassware, ashes, cinders, metals, , and all other material not included under the terms "Garbage" or "Waste Matter."

**"Service Holidays"** means New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

**"Solid Waste"** means Garbage, Rubbish, and Refuse. Excluded from the definition of Solid Waste are Waste Matter, Construction and Demolition Debris, Hazardous Waste, Infectious Waste, Designated Waste, Source Separated Recyclable Materials, Source Separated Organic Materials, Source Separated Specialty Materials, and radioactive waste. Notwithstanding any provision to the contrary, "Solid Waste" may include de minimis volumes or concentrations of waste of a type and amount normally found in residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment and Disposal of Household Hazardous Waste in compliance with sections 41500 and 41802 of the California Public Resources Code as they may be amended from time to time.

**"Source Separated"** means the segregation, by the Generator, of materials designated for separate Collection for some form of Recycling, Composting, recovery, or reuse.

**"Specialty Recyclable Material"** means a Recyclable Material that: 1) is not specified as a Recyclable Material that Contractor is obligated to Collect pursuant to the definition of

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Recyclable Materials in this Section, 2) is Source Separated from Solid Waste and Recyclable Materials, and 3) can be or will be Collected for purposes of Recycling by City employee or City contractor. Such Specialty Recyclable Materials may include, but are not limited to, scrap metal, shredded paper from document destruction services, shrink wrap plastic, pallets, e-waste (discarded consumer and business electronic equipment).

**"State"** means the State of California.

**"Subcontractor"** means a party who has entered into a contract with the Contractor for the performance of an act that is necessary for the Contractor's fulfillment of its obligations under this Agreement such as, but not limited to, Collection, Transportation, Processing, Diversion, sales or marketing of Recyclable Materials, staffing, public education, customer service, and billing.

**"Term"** means the Term of this Agreement, including extension periods if granted, as provided in Section 4.

**"Ton" or "Tonnage"** means a unit of measure for weight equivalent to 2,000 standard pounds where each pound contains 16 ounces.

**"Transfer Station Tip Fee"** means the per-Ton fee Contractor pays the owner or operator of the Approved Transfer Station for transfer and Disposal of Solid Waste.

**"Transportation"** means the act of transporting or state of being transported.

**"Unpermitted Waste"** means waste or other materials that the Approved Disposal Site or Approved Transfer Station may not receive under their Solid Waste facility and/or Conditional Use Permits, including:

- (1) all materials that the facility is not permitted to accept, excluding white goods with chlorinated fluorocarbons and capacitors removed, and other materials that Contractor accepts and safely handles, Recycles, or Disposes;
- (2) Asbestos, including friable materials that can be crumbled with pressure and are therefore likely to emit fibers, being a naturally occurring family of carcinogenic fibrous mineral substances, which may be Hazardous Materials if they contain more than 1% asbestos;
- (3) Ash residue from the incineration of solid wastes, including Solid Waste, infectious waste described in Item (8) below, wood waste, sludge not meeting at a minimum Class B standards as defined by title 40 of the Code of Federal Regulations, section 503.32 (The Standards for the Use or Disposal of Sewage Sludge) and agricultural wastes;
- (4) Auto shredder "fluff" consisting of upholstery, paint, plastics, and other non-metallic substances, which remain after the shredding of automobiles;
- (5) Dead animals larger than 10 pounds;
- (6) Hazardous Materials;

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- (7) Industrial solid or semi-solid wastes that pose a danger to the operation of the Landfill, including cement kiln dust, or process residues;
- (8) Infectious Wastes that have disease transmission potential and are classified as Hazardous Wastes by the State Department of Health Services, including pathological and surgical wastes, medical clinic wastes, wastes from biological laboratories, syringes, needles, blades, tubing, bottles, drugs, patient care items that as linen or personal or food service items from contaminated areas, chemicals, personal hygiene wastes, and carcasses used for medical purposes or with known infectious diseases, where "Infectious Waste" means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities and other similar establishments that are identified in California Health and Safety Code section 117705;
- (9) Liquid wastes that are not spadeable, usually containing less than 50% solids, including cannery and food processing wastes, landfill leachate and gas condensate, boiler blowdown water, grease trap pumpings, oil and geothermal field wastes, septic tank pumpings, rendering plant byproducts, sewage sludge not meeting certain quality criteria (i.e. unclassified sludge less than B that is defined in 40 CFR section 503.32), and those liquid wastes that may be Hazardous Wastes;
- (10) Radioactive wastes including those wastes defined in section 114710 of the California Health and Safety Code and any waste that contains a radioactive material, the storage or disposal of which is subject to any other State or Federal regulation;
- (11) Sewage sludge comprised of human (not industrial) residue, excluding grit or screenings, removed from a wastewater treatment facility or septic tank, whether in a dry or semi-dry form not meeting certain quality criteria (i.e. unclassified sludge less than "B"); and/or,
- (12) Designated Waste if not permitted at the Landfill under Applicable Law, including Permits.

**"Waste Matter"** consists of natural soil, earth, sand, clay, gravel, loam, manure, stones, bricks, brickbats, plaster, or portland cement.

**"Yard Trimmings"** means those discarded materials that will decompose and/or putrefy, including, but not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of organic waste. Yard Trimmings are a subset of Organic Materials.

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## Section 2: Intentionally Deleted

## Section 3: Representations and Warranties of Contractor

1. **Corporate Status.** Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. It is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement. Contractor acknowledges the City's boycott of Arizona-headquartered businesses as described in Section 44 and represents that its headquarters are not in the State of Arizona.
2. **Corporate Authorization.** Contractor has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor has authority to do so.
3. **Agreement Will Not Cause Breach.** To the best of Contractor's knowledge, after reasonable investigation, neither the execution or delivery of this Agreement nor the performance of this Agreement by Contractor: a) conflicts with, violates, or results in a breach of any Applicable Law; or, b) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any Agreement or instrument to which Contractor is a Party or by which Contractor or any of its properties or assets are bound, or constitutes a default thereunder.
4. **No Litigation.** To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement or which would have a material adverse effect on the financial condition of Contractor or any surety guaranteeing Contractor's performance under this Agreement, which has not been waived by the City in writing.
5. **No Adverse Judicial Decisions.** To the best of Contractor's knowledge, after reasonable investigation, there is no judicial decision that affects the validity of this Agreement and may subject this Agreement to legal challenge.
6. **Ability to Perform.** Contractor possesses the business, professional, and technical expertise to manage, Collect and Transport the Solid Waste to the Approved Disposal Location and to manage, Collect, Transport, and Process Recyclable Materials at the Approved Recyclables Processing Site, and Contractor possesses the equipment, facility(ies), and employee resources required to perform this Agreement.
7. **Contractor's Statements.** The Contractor's Bid Package and any other supplementary information submitted to the City, which the City has relied on in awarding and entering this

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Agreement, do not: a) contain any untrue statement of a material fact; or, b) omit to state a material fact that is necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading.

8. **Contractor's Investigation.** Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed hereunder. Contractor has taken such matters into consideration in entering this Agreement to provide services in exchange for the compensation provided for under the terms of this Agreement.

#### Section 4: Term of Agreement

1. **Commencement Date.** The Commencement Date of this Agreement shall be October 1, 2012, and shall be the date Contractor commences the provision of Collection, Transportation, and Processing services described by this Agreement. During the time between the Effective Date and Commencement Date, Contractor shall perform any and all activities necessary to commence services on the Commencement Date.
2. **Term.** The Term of this Agreement shall be five (5) years from Commencement Date and shall end at midnight September 30, 2017, unless extended by the City pursuant to Subsection 3 below.
3. **Option to Extend Term.** The City, at its sole discretion, shall have the option to extend this Agreement, up to sixty (60) months after September 30, 2012, or to September 30, 2017, in one or more periods of any length, pursuant to the terms and conditions of this Agreement. If the City elects to exercise the option, it shall give written notice of its election, specifying the number of months by which it elects to extend the Term, to Contractor, not less than one-hundred eighty (180) calendar days prior to the initial expiration date or extended termination date of this Agreement.

#### Section 5: Conditions for Effectiveness

The effectiveness of this Agreement is subject to Contractor's satisfaction of each and all of the conditions set forth below, which may be waived in whole or in part by the City.

1. **Accuracy of Representations.** The representation and warranties made by Contractor in Section 3 of this Agreement are true and correct on and as of the Effective Date.
2. **Absence of Litigation.** There is no litigation pending on the Effective Date in any court challenging the award or execution of this Agreement or seeking to restrain or enjoin its performance.
3. **Furnishing of Insurance.** Contractor has furnished evidence of the Insurance required by Section 18 of this Agreement.
4. **Verification of SWA Franchise.** Contractor shall hold a valid non-exclusive commercial Solid Waste Collection franchise with the Sacramento Regional Solid Waste Authority (SWA) and provide evidence of such franchise.

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5. **Effectiveness of City Council Action.** The City Council shall have taken action approving this Agreement and all Parties shall have signed the Agreement pursuant to Applicable Law prior to or on the Effective Date, provided that no restraining order of any kind has been issued.

#### **Section 6: Scope of Agreement**

1. **Scope of Agreement.** Subject to Subsection 6.2 below, the Agreement granted to Contractor shall be for Collection of all Solid Waste generated at City Facilities and transportation of such material to the Approved Transfer Station and for Collection of all Recyclable Materials at City Facilities and transportation, Processing, and marketing of such material using the Approved Recyclable Materials Processing Site, except as provided for in Subsection 6.2 below, or where otherwise precluded by Federal, State or local laws and regulations. Contractor shall be responsible for the following services:
  - 1.1 Collecting all Solid Waste generated at City Facilities and placed by Generator for Collection.
  - 1.2 Offering and providing Source Separated Recyclable Materials Collection services to any and all City Facilities requesting such service from the Contractor.
  - 1.3 Offering Solid Waste and Recyclable Materials Collection services for all special events (e.g., fairs, festivals, etc.) and providing such service to special events that voluntarily request the service at City-approved special event Rates on the Rate schedule in Exhibit A.
  - 1.4 Collecting Solid Waste and Recyclable Materials from City Facilities on an on-call basis at City-approved Rates if extra service is needed beyond the regularly scheduled service.
  - 1.5 Providing Drop Box Solid Waste and Recyclable Materials Collection services on a temporary basis to City Facilities that need such service on a short-term basis.
  - 1.6 Providing a cart rental program that allows City Facilities to rent Carts from Contractor for internal use at City Facilities at City-approved Rates. Contractor shall offer long-term rentals of Recyclable Materials or Solid Waste Carts in the following sizes: 32, 64, and 96 gallons. Contractor shall maintain the Carts.
  - 1.7 Providing an in-office recycling program in which City Facilities store Recyclables Collection Carts within the City buildings and Contractor services the Cart from the indoor location at City-approved Rates. Contractor shall offer 32, 64, and 96-gallon Recycling Carts to City Facilities for in-office service. In-office recycling service shall be provided between the hours of 8:00 a.m. to 5:00 p.m. or the City's normal business hours if different than stated here.
  - 1.8 Transporting Collected Solid Waste to the City's Approved Transfer Station and Recyclable Materials to the Approved Recyclable Materials Processing Site.
  - 1.9 Processing and marketing Recyclable Materials Collected at City Facilities by Contractor at the Approved Recyclables Processing site.

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- 1.10 Billing the City Department of General Services for all Collection services at Rates established by this Agreement, sending copies of individual billing statements to each City Facility, and collecting payment from City Department of General Services.
- 1.11 Providing customer service staff to assist City with Complaints, requests or modifications to Collection service, billing questions, etc.
- 1.12 Cleaning each Container, upon City request at the City-approved Rate, using either a steam cleaning system or a pressure washing system that is equivalent to steam cleaning. This cleaning shall be conducted off-site.
- 1.13 Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement.
- 1.14 Paying all expenses related to provision of services required by this Agreement including, but not limited to, taxes, regulatory fees, pass-through costs, utilities, etc.
- 1.15 Providing all services required by this Agreement in a thorough and professional manner so that City Facilities are provided timely, reliable, courteous and high-quality service at all times.
- 1.16 Performing all services in substantial accordance with the Contractor's Bid Package and in full accordance with this Agreement at all times using best industry practice for comparable operations. If the Contractor's Bid Package and Agreement conflict, the Agreement shall prevail.
- 1.17 Complying with Applicable Law.
- 1.18 Performing or providing all other services necessary to fulfill its obligations under this Agreement.

The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve Contractor of the duty of accomplishing all other aspects necessary to fulfill its obligations under this Agreement whether such requirements are enumerated elsewhere in the Agreement or not.

- 2. **Limitations to Scope.** This Agreement granted to Contractor shall be exclusive except as to the following materials listed in this Section. The award of this Agreement shall not preclude the categories of Solid Waste and Recyclable Materials listed below from being delivered to and Collected and Transported by others, provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from City which is otherwise required by law.
  - 2.1 Specialty Recyclable Materials, Food Scraps, Yard Trimmings, mixed Organic Materials, shredded paper from document destruction services, and Construction and Demolition Debris that are removed from any City Facility, by City employees and/or by a City contractor;
  - 2.2 Recyclable Materials that are Source Separated at City Facilities and donated to youth, civic, or charitable organizations;

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- 2.3 Containers delivered for Recycling under the California Beverage Container Recycling and Litter Reduction Act, Public Resources Code sections 14500, et seq.;
  - 2.4 Animal waste and remains from restaurants, slaughterhouses, or butcher shops for use as tallow (typically Collected in rendering pots);
  - 2.5 By-products of sewage treatment, including sludge, sludge ash, grit and screenings; and,
  - 2.6 Hazardous Waste and Designated Waste regardless of its source.
3. **Future Conditions.** In the event that future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the City to lawfully provide for the scope of services as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully provided and that the City shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact to other services.
4. **Subcontracting.** Contractor shall not engage any Subcontractors for Collection, Transportation, Processing, or Disposal of Solid Waste or Recyclable Materials without the prior written consent of the City. Approved Subcontractors as of the Effective Date of this Agreement include: none {Insert name(s) of any subcontractor(s)}.

## Section 7: Collection Standards

1. **Care of Private Property.** Contractor shall use due care when handling Solid Waste and Recyclable Materials Containers. Containers shall not be thrown from trucks, roughly handled, damaged, or broken. Containers shall be returned to the Collection point upright, with lids properly secured. The City may levy liquidated damages for repeat occurrences in accordance with Section 31 of this Agreement. Contractor shall ensure that its employees close all gates and lock all locks opened by them in making Collections, unless otherwise directed by the City Facility representative.

City shall refer Complaints about damage to City property or other private property to Contractor representative. Contractor shall promptly repair all damage to property caused by its employees or Subcontractors. If Contractor damages City-owned Containers, City, at its option, may require Contractor to repair the damage, or the City or its agent may repair the damage and Contractor shall pay for such repair within thirty (30) days of receipt of notice.

2. **Spills and Litter Abatement.**

- 2.1 **Minimization of Spills.** Contractor shall use due care to prevent Solid Waste and Recyclable Materials from being spilled or scattered during the Collection or Transportation process. If any Solid Waste or Recyclable Materials are spilled during Collection, the Contractor shall promptly clean up all spilled materials.

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- 2.2 **Transfer Loads.** Contractor shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure; hot load (combustion of material in the truck), accidental damage to a vehicle; or unless approved by the City.
- 2.3 **Cleanup.** During Collection, the Contractor shall be responsible for any and all spillage in the Collection of materials and Litter in the immediate vicinity of any Solid Waste or Recyclable Materials Container storage area (including the areas where Collection Containers are delivered for Collection) whether or not Contractor has caused the Litter or spills. Contractor shall immediately (before the Collection vehicle leaves the area) pick up and otherwise remove all spillage or Litter. Each Collection vehicle shall carry a broom and shovel at all times for the purpose of cleaning up Litter and spills. Cat-litter or similar absorbent material shall be used for liquid spill cleanups. If Contractor's Collection vehicle leaves the area without cleaning the spillage or Litter, Contractor shall, upon notification by the City Facility representative or City Contract Manager, provide personnel to remove the spillage/Litter and clean the spillage/Litter area within twenty-four (24) hours of said notification. Contractor shall discuss instances of repeated spillage not caused by it directly with the responsible City Facility representative and shall report such instances to City. In situations where the Contractor has already attempted to do so without success, the City will attempt to work with the responsible City Department and/or City Facility representative.
- 2.4 **Covering of Loads.** Contractor shall cover all open Drop Boxes at pick-up location prior to Transport to the Approved Transfer Station or Approved Recyclables Materials Processing Site.
3. **Days and Hours of Collection.** Contractor shall offer Solid Waste and Recyclable Materials Collection services five (5) days per week for all City Facilities with the exception of the City Facility occupied by the Parks Department at 2700 Front Street, which Contractor shall service up to six (6) days per week at City-approved Rates. Contractor shall provide Collection services to City Facilities on the days of week specified in the service information included in Exhibit B with the exception that Contractor may adjust the service schedule for City Facilities with Saturday and Sunday service to shift service days so Collection occurs during the weekdays (Monday through Friday). Scheduled Collection of Solid Waste and Recyclable Materials from City Facilities may occur only between the hours of 6:00 a.m. and 5:00 p.m. Monday through Friday with the exception that in-office recycling service shall be provided between the hours of 8:00 a.m. to 5:00 p.m. or the City's normal business hours if different than stated here. Contractor shall promptly resolve any Complaints of noise during the morning or evening hours of the day to the satisfaction of the City.
4. **Noise.** All Collection operations shall be conducted as quietly as possible and shall conform to applicable Federal, State, County and City noise level regulations.
5. **Holiday Collection Schedule.** For all Collection service except in-office Recycling service and special events, Contractor may not provide Collection on a Service Holiday but may instead provide the Collection on the day following the Holiday, except when the Holiday falls on a Saturday or Sunday, Collection shall occur on the first Monday following the Holiday. In the

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case of in-office Recycling Collection service, Contractor shall not provide Collection on City Facility Holidays, but instead Contractor shall provide the in-office Recycling Collection service on the day following the Holiday, except when the Holiday falls on a Saturday or Sunday, Collection shall occur on the first Monday following the Holiday.

Contractor shall provide at least a two (2) week advance written notice to all City Facilities regarding the Holiday schedule changes.

6. **Permanent Changes in Service Days.** The regularly scheduled day for Collection may be changed with prior written approval from the City. Once approved, City Facilities and City Departments shall be notified in writing two (2) weeks prior to any schedule changes to Solid Waste and Recyclable Materials services. Contractor shall not permit any City Facility to go more than seven (7) calendar days without service during a Collection schedule change.
7. **Load Inspection Program.** Contractor shall develop and implement a program to detect and discover Hazardous Waste and shall not knowingly accept such material at the time of Collection. The load inspection program shall include the following steps: Collection vehicle drivers shall receive regular training (at least four times annually) to identify Hazardous Wastes and methods for handling these materials once spotted. All Contractor facilities shall have waste exclusion programs in place to screen for and eliminate Hazardous Waste from the materials received. Random inspections of loads Collected and visual screening shall be periodically conducted. Records of load checks and copies of the employee training records shall be maintained at Contractor's facilities. When Hazardous Waste is found in a Container, Contractor shall make reasonable attempts to remove and/or isolate the material in question, subject to Contractor's safety procedures, and notify the City Contract Manager and the City Facility representative of the City's obligation to remove and properly Dispose of the material. If the Hazardous Waste cannot be safely removed from the Container, Contractor shall not service that Container until the material has been removed in accordance with Applicable Law.
8. **Tonnage Allocation Requirements.** If Contractor Collects Solid Waste and Recyclable Materials from City Facilities and mixes the materials with materials Collected from locations other than City Facilities, Contractor shall be responsible for developing a method by which the Tonnage of material is fairly allocated to the City Facilities and to other Contractor customers. Within thirty (30) days of the Effective Date, the Contractor shall submit a proposed allocation method to the City Manager for review and approval. If City Manager does not approve the proposed allocation method, Contractor and City shall meet and confer to develop an alternative or modified allocation method that is acceptable to the Contractor and City. Contractor's failure to submit the allocation method for consideration or meet with the City to finalize a method, Contractor may be subject to liquidated damages in accordance with Section 31.
9. **Accessibility of Containers.** Contractor shall service Containers from locations specified by the City. Such service may involve unlocking and locking gates and doors, unlocking and locking Containers, pushing and/or pulling Containers to a serviceable location, operating during limited service hours, using badges and/or access cards for security purposes, and

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addressing other service conditions and City policies regarding entry and access to City Facilities. Provision of in-office Recycling services may require criminal background check of Contractor's employees depending on the City Facility being served. Contractor shall provide these services at no additional charge to the City.

10. **Quantities and Composition of Materials.** The City does not make any guarantees or warranties related to the quantities and composition of the Solid Waste and the quantities, composition, and contamination level of the Recyclable Materials, generated by the City Facilities.

#### **Section 8: Diversion and Recycling Requirements**

Contractor shall be an active partner with the City in providing programs and services which improve the sustainability of the City. This shall include, at a minimum and not by way of limitation:

1. Offering Recycling services available to each and every City Facility specified in Exhibit B;
2. Providing periodic training and assistance to employees of the City Departments and City Facilities to improve participation in Recycling programs offered by Contractor;
3. Identifying opportunities to reduce the amount of Solid Waste and increase the amount of Recyclable Materials Collected at City Facilities through performance of daily on-route needs assessments as well as formal annual assessments performed by Contractor's management personnel in cooperation with City staff;
4. Providing ongoing education and outreach to City such as emails and/or notices informing City Departments and City Facilities of the types of Recyclable Materials that can be placed in Recyclables Containers, contamination of Recyclable Materials Containers, findings of annual on-site waste audits, etc.; and,
5. Identifying opportunities to expand the types of diversion and Recycling services (e.g. new technologies, new markets, expanded material types, etc.) provided to City Facilities.

#### **Section 9: Waste Management Handling and Diversion Progress Report**

Contractor shall prepare a semi-annual progress report and submit it to the City Contract Manager on July 31 and January 31. Upon request, Contractor shall present the progress report to the City Contract Manager, City Facilities, City Departments, and/or City Council. This report shall document the City Facilities' progress in improving its diversion services and waste management handling practices as well as identifying opportunities for improvement. The report and presentation shall include, at a minimum, and not by way of limitation:

1. Trends in relative service levels at City Facilities over the Term of the Agreement, particularly between Solid Waste and Recyclable Materials;
2. Description and photographs (if applicable) of service problems (e.g. overflowing containers, improper placement of materials, contamination of recyclables, etc.) and suggested remedies; and,

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3. Reminders of how City Facilities are expected to participate in the program (e.g. acceptable/unacceptable materials, set-out requirements, etc.) and the availability of Contractor staff to assist the City.

### **Section 10: City's Right to Change Service**

City reserves the right to change the number and/or location of City Facilities at its sole discretion. City further reserves the right, at its sole discretion, to adjust the service level at each City Facility (in terms of the number and size of Containers, material type Collected, the frequency of Collection, and Collection location) at any time during the Term of the Agreement. When service level changes occur, Contractor shall adjust billing amounts to reflect Rates for adjusted service levels. City Facility representatives may contact the Contractor directly and request changes in the service level and to request on-call and/or temporary Collection services as well as file Complaints with the Contractor.

City may direct Contractor to perform additional services (including new Diversion programs, additional public education activities, etc.) or modify the manner in which it performs existing services. Pilot programs and innovative services, which may entail new Collection methods, different kinds of services, and/or new requirements for City Facilities are included among the kinds of changes which City may direct. Contractor shall not be compensated for services outside the scope of this Agreement unless City approves in writing a supplemental agreement specifying the additional services and amount of compensation therefore. City shall have no obligations whatsoever under this Agreement and/or any supplemental agreement unless and until such agreement is approved by the City Manager or his/her authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

Contractor shall present, within thirty (30) calendar days of a request to do so by City, a proposal to provide additional or expanded Diversion services. At a minimum, the proposal shall contain a complete description of the following:

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

If Contractor and City cannot agree on terms and conditions of such services in one hundred twenty (120) calendar days from the date when City first requests a proposal from Contractor to perform such services, Contractor acknowledges and agrees that City may permit Persons other than Contractor to provide such services that are outside the scope of this Agreement.

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Contractor acknowledges and agrees that City may permit other Persons besides Contractor to provide additional Solid Waste and Diversion services outside the scope of this Agreement.

### **Section 11: Intentionally Deleted**

### **Section 12: Solid Waste Disposal**

Contractor shall Transport all Solid Waste Collected to the City's Approved Transfer Station, which is lawfully authorized to accept such Solid Waste. Contractor shall not Dispose of such Solid Waste by depositing it on any land, whether public or private, or in any river, stream or other waterway, or in any sanitary sewer or storm drainage system.

### **Section 13: Recyclable Materials Processing**

Contractor shall Transport all Recyclable Materials it Collects from City Facilities to the Approved Recyclable Materials Processing Site. Contractor shall Process, or arrange for Processing of the Recyclable Materials and marketing of the recovered materials. Residue from the Recyclable Materials Processing activities shall be Disposed of by Contractor, or owner/operator of the Approved Recyclable Materials Processing Site at a Disposal Site selected by Contractor or the owner/operator of the Processing Site. All costs associated with Transporting to and Processing of Recyclable Materials at the Approved Recyclable Materials Processing Site shall be paid by Contractor. Contractor shall retain any revenues received from sale of Recyclable Materials.

### **Section 14: Contractor Billing and City Payment**

- 1. General.** Contractor shall submit a single bill to the City Department of General Services for the Collection services provided to the City Facilities at City-approved Rates in accordance with the process described in Section 15 of this Agreement. Contractor shall bill the City monthly in arrears. The City Department of General Services will pay the Contractor for all Collection services on behalf of the City Departments and City Facilities.
- 2. Payment Discounts.** If the City remits payment to the Contractor in less than N/A days of the date of the billing statement, Contractor agrees to grant City a 0 percent discount. If the discount is applicable, the payment amount due by the City shall be equal to the total billing amount multiplied by one minus the discount. For example, if the discount is 10% and the total billing amount is \$20,000, the amount due would be \$18,000 (e.g.,  $\$20,000 \times (1 - 0.10)$ ).
- 3. Late Payment Notices.** Contractor shall provide notice to the City Department of General Services when payment becomes more than sixty (60) days past due from the last day of the billing period. Contractor shall notify the City upon issuance of such a notice.
- 4. Monthly Billing Statements.** The monthly billing statement submitted by Contractor to the City Department of General Services shall include the total billing amount for Collection

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services provided to all City Facilities; a summary and subtotal for each City Department, and detailed service level and billing information for each City Facility. In addition, Contractor shall provide each City Facility with a monthly billing statement that contains the detailed service level and billing information for the City Facility in the same format as it presented to the City Department of General Services.

## Section 15: Contractor's Compensation

1. **Full and Complete Compensation.** The City Department of General Service shall pay the Contractor the Rates authorized by this Agreement consistent with the level of Collection service provided to the City Facilities. Collection of payments due from City Departments of General Services shall be the exclusive responsibility of the Contractor.

Contractor's Compensation provided for in this Section 15 shall be the full entire and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, profit, fees, and all other things necessary to perform all the services required by this Agreement in the manner and times prescribed.

The Rates approved by this Agreement shall be the only amounts due to Contractor. No additional surcharges or fees may be assessed by the Contractor.

For the purposes of calculating Rate adjustments, the Rates are separated into two components: the Operating Component and Disposal Component. The value of the Operating Component and Disposal Component presented in Exhibit A reflects the Contractor's Bid Package.

2. **Rates for Rate Period 1.** The Contractor's Rates for the initial Rate Period of this Agreement (i.e., Rate Period One from October 1, 2012 to September 30, 2013) shall be the Rates approved by the City and provided in Exhibit A with an adjustment to the Disposal Component to reflect the July 1, 2012 change in the Approved Transfer Station per-Ton service fee. The Rate Period 1 Rates shall be calculated in the following manner:
  - 2.1 **Adjustment of the Disposal Component Change.** For Solid Waste Rates, the Disposal Component shall be adjusted (i.e., increased or decreased, as the case may be) by multiplying the Disposal Component of each Rate then in effect by the Annual Disposal Component Change. The Annual Disposal Component Change shall equal the per-Ton service fee effective July 1, 2012 at the Approved Transfer Station divided by the \$55.85 per-Ton service fee used as the basis for the Rates presented in Contractor's Bid Package. The Annual Disposal Component Change shall be rounded to the nearest thousandth. In no event shall the adjustment to the Disposal Component pursuant to this Section result in an increase of over ten percent (10%) of the Disposal Component of the Rate from the prior Rate Period.
  - 2.2 **Calculate Adjusted Solid Waste Rates.** The adjusted Solid Waste Rates shall be calculated by following the steps below for each Rate:

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- a. Multiply the current Disposal Component of the Solid Waste Rate by the Annual Disposal Component Change (for Solid Waste Rates) to calculate the new Disposal Component for the coming Rate Period for Solid Waste Rates.
- b. The Solid Waste Rate for the coming Rate Period equals the sum of the Operating Component (as presented in the Contractor's Bid Package and in Exhibit A) and new Disposal Component. Rates shall be rounded to the nearest cent.

2.3 Calculate Adjusted Recycling Rates. The adjusted Recycling Rates shall equal 50% of the comparable Solid Waste Rate. For example, the Recycling Rate for a one-cubic yard Bin serviced once per week shall equal 50% of the Solid Waste Rate for a one-cubic yard Bin serviced once per week.3. Rates for Subsequent Rate Periods. Subject to the terms herein, the Contractor shall be entitled to one adjustment to Rates annually. The Rate adjustments are to be approved with by the City Manager or his/her designee by September 1 of each year so that adjusted Rates will be effective on the first day of the Rate Period (e.g., October 1). The first adjustment is scheduled to take effect October 1, 2013 subject to City Manager approval.

4. Annual Rate Adjustment Methodology. Each Rate is annually adjusted as specified in this Section (commencing with Rates to take effect October 1, 2013).

4.1 Adjustment of the Operating Component. The Operating Component shall be adjusted (i.e., increased or decreased, as the case may be) annually by multiplying the Operating Component of each Rate then in effect by the Annual Operating Component Change. The Annual Operating Component Change shall be calculated pursuant to this Section.

- a. Determine CPI Adjustment Factor. Determine the "CPI Adjustment Factor" which shall equal 94% multiplied by 90% of the average CPI value for the 12-month period ending May of the current Rate Period minus the average CPI value for 12-month period ending May of the most-recently completed Rate Period (or the 12-month period ending May 2012 when calculating Rate Period Two Rates), divided by the average CPI value for the 12-month period ending May of the most-recently completed Rate Period (or the 12-month period ending May 2012 when calculating Rates to be effective for Rate Period Two). The CPI Adjustment Factor shall be rounded to the nearest thousandth.

For the purposes of this Section, "CPI" means the All Urban Consumers Index (CPI-U) compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters when obtaining the CPI data from the U. S. Department of Labor:

Area – Western Region  
Item – All Items  
Base Period – Current 1982-84=100  
Not seasonally adjusted  
Periodicity –Monthly

Series Identification Number – CUUR0400SA0

The average CPI value shall equal the sum of the twelve published monthly CPI values for the particular 12-month calendar period divided by twelve. For example, when calculating the average CPI value for the 12-month period ending May 2013, the average CPI value shall equal the sum of the CPI values for June 2012 through May 2013 divided by twelve.

- b. Determine Annual Fuel Adjustment Factor. Determine the Fuel Adjustment Factor which shall equal 6% multiplied by 90% of the average Fuel Index value for the 12-month period ending May of the current Rate Period minus the average Fuel Index value for 12-month period ending May of the most-recently completed Rate Period (or the 12-month period ending May 2012 when calculating Rate Period Two Rates), divided by the average Fuel Index value for the 12-month period ending May of the most-recently completed Rate Period (or the 12-month period ending May 2012 when calculating Rates to be effective for Rate Period Two). The Fuel Adjustment Factor shall be rounded to the nearest thousandth.

For the purposes of this Section, "Fuel Index" means the Annual California No 2 Diesel Retail Sales by All Sellers (Cents per Gallon) published the U.S. Energy Information Administration or, should it be discontinued, its successor index, or a suitable replacement publicly-available index agreed upon by the parties.

The average Fuel Index value shall be calculated in the same manner described in Subsection a above for the average CPI index value.

- c. Determine the Annual Operating Component Change. The Annual Operating Component Change shall equal the value of the sum of one plus the CPI Adjustment Factor plus the Fuel Adjustment Factor, or 1.05, whichever is lesser. The Annual Operating Component Change shall be rounded to the nearest thousandth. The adjustment may result in an increase or decrease in the Operating Component, as the case may be. In no event shall the adjustment to the Operating Component pursuant to this Section result in an increase of over five percent (5%) of the Operating Component of the Rate from the prior Rate Period.
- 4.2. Adjustment of the Disposal Component Change. For Solid Waste Rates, the Disposal Component shall be adjusted (i.e., increased or decreased, as the case may be) by multiplying the Disposal Component of each Rate then in effect by the Annual Disposal Component Change. The Annual Disposal Component Change shall equal the current per-Ton service fee at the Approved Transfer Station divided by the prior year's per-Ton service fee at the Approved Transfer Station. The Annual Disposal Component Change shall be rounded to the nearest thousandth. In no event shall the adjustment to the Disposal Component pursuant to this Section result in an increase of over ten percent (10%) of the Disposal Component of the Rate from the prior Rate Period.

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4.3 Calculate Adjusted Solid Waste Rates. Calculate adjusted Solid Waste Rates by following the steps below for each Rate:

- a. Multiply the current Operating Component of the Solid Waste Rate by the Annual Operating Component Change to calculate the new Operating Component of each Solid Waste Rate for the coming Rate Period.
- b. Multiply the current Disposal Component of the Solid Waste Rate by the Annual Disposal Component Change (for Solid Waste Rates) to calculate the new Disposal Component for the coming Rate Period for Solid Waste Rates.
- c. The Solid Waste Rate for the coming Rate Period equals the sum of the new Operating Component and new Disposal Component. Rates shall be rounded to the nearest cent.

4.4 Calculate Adjusted Recycling Rates. The adjusted Recycling Rates shall equal 50% of the comparable Solid Waste Rate. For example, the Recycling Rate for a one-cubic yard Bin serviced once per week shall equal 50% of the Solid Waste Rate for a one-cubic yard Bin serviced once per week.

4.4 Example Rate Adjustment Calculation. As an example, the Rate adjustment calculation to set the Solid Waste Rate for a one cubic yard bin serviced once per week for Rate Period Two (i.e., effective October 1, 2013 through September 30, 2014) would be conducted as follows (using hypothetical values for the Rate, CPI, and Fuel Index figures):

Assumptions:

- Average CPI value for 12-month period ending May 2013 is 237.8
- Average CPI value for 12-month period ending May 2012 is 234.6
- Average Fuel Index value for 12-month period ending May 2013 is 4.123
- Average Fuel Index value for 12-month period ending May 2012 is 3.578
- Current (2012) Solid Waste Rate for a one cubic yard bin serviced once per week is \$40.00 per month, which consists of a \$36.00 Operating Component and \$4.00 Disposal Component
- Prior Year's (FY 2012/13) Disposal Fee = \$50.00 per Ton
- Current Disposal Fee (FY 2013/2104) = \$54.00 per Ton

Calculations:

$$\begin{aligned} \text{CPI Adjustment Factor} &= 94\% \times 90\% \times (\text{Average CPI value for 12-month period} \\ &\quad \text{ending May 2013} - \text{Average CPI value for 12-month period ending May 2012}) / \\ &\quad \text{Average CPI value for 12-month period ending May 2012}) \\ &= 0.94 \times 0.90 \times (237.8 - 234.6)/234.6 \end{aligned}$$

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$$= 0.0115$$

Fuel Index Adjustment Factor =  $6\% \times 90\% \times (\text{Average Fuel Index value for 12-month period ending May 2013} - \text{Average Fuel Index value for 12-month period ending May 2012}) / \text{Average Fuel Index value for 12-month period ending May 2012}$

$$= 0.06 \times 0.90 \times (4.123 - 3.578) / 3.578$$

$$= 0.0082$$

Annual Operating Component Change =  $1 + \text{CPI Adjustment Factor} + \text{Fuel Index Adjustment Factor}$  or 1.05, whichever is less.

$$= 1 + 0.0115 + 0.0082$$

$$= 1.0197$$

Annual Disposal Component Change =  $\text{Current Disposal fee} / \text{Prior Year's Disposal fee}$  or 1.10, whichever is less.

$$= \$54.00 / \$50.00$$

$$= 1.08$$

Adjusted Rate for October 1, 2013 =  $[\$36.00 \times 1.0197] + [\$4.00 \times 1.08] = \$41.03$

## 5. Contractor Rate Adjustment Application Process

- 5.1 **Contractor Submittal.** By July 1 of each year, the Contractor shall submit to the City Manager or his/her designee a Request for Adjustment to Rates. The Request for Adjustment shall include documentation of the calculation of the CPI Adjustment Factor, Fuel Adjustment Factor, Annual Operating Component Change and Annual Disposal Fee Change, a list of the then-current Rates including the Operating Component and Disposal Component of each Rate, and a list of the Adjusted Rates including the Adjusted Operating Component and Adjusted Disposal Component of each Rate to be effective on October 1 of the coming Rate Period.
- 5.2 **City Review and Approval.** The City Manager, or his/her representative, will review and approve the Contractor's Request for Adjustment to Rates for compliance with this Agreement and accuracy. The City shall use its best efforts to make the adjustment effective by the commencement of each Rate Period. However, the City shall not make any retroactive adjustments to compensate for any delay in calculating the adjustment to Rates which results from the failure of the Contractor to submit its request by July 1 of each year and/or respond promptly and completely to requests of the City for information related to any of the calculations required by this Subsection or from appeals of the determination to the City which extends the process of determination.
6. **No Other Adjustment to Rates.** Adjustments to Rates outside of the mechanisms specified in Subsections 15.4 and 15.5 shall not be permitted.

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7. **No Adjustment for Changes to City Facilities.** No adjustments to the Rates in Exhibit A shall be made to reflect the changes in City Facilities described herein or in Section 10.

#### **Section 16: Reports and Status Meetings**

1. Contractor shall file with the City a quarterly report that includes the following information. The quarterly report and supporting documentation shall be in such form and detail as required by the City.
  - 1.1 **Tonnage Data.** Contractor shall report the quantities of Solid Waste and Recyclable Materials Collected, Transported, Diverted, and/or Disposed on a monthly basis for each of the most-recently completed twelve (12) months.
  - 1.2 **Tonnage Allocation.** Contractor shall include with its quarterly report documentation of its calculation of the Tonnage allocated to the City Facilities pursuant to the allocation methodology approved by the City Manager and shall provide supporting documentation needed to verify the accuracy of the allocation calculations for the most-recently completed three (3) months.
  - 1.3 **City Facility Service Information.** Contractor shall submit records, in a format approved by the City containing such information as may be required by the City pertaining to the service level provided for each City Facility including, at a minimum, the City Facility service address, City Department, number and size of Containers, material type, service frequency, Rate, and days of Collection.
2. Contractor's failure to file the reports required by this Section shall constitute cause for termination or suspension of the Agreement pursuant to Section 29.
3. Each quarterly report shall be submitted to the City no later than thirty (30) calendar days following the end of the reportable quarter. If the quarterly reports required under Subsection 1 above are not filed by the due date, the reports shall be deemed delinquent, and the Contractor shall pay liquidated damages in accordance with Section 31.
4. Contractor shall meet with representatives of the City's Department of General Services Procurement Services Division and other City Departments to discuss Contractor's performance on a quarterly basis unless an alternative meeting schedule is agreed upon.

#### **Section 17: Inspection Authority**

1. Contractor shall, at all times, maintain accurate and complete accounts of: a) all revenues and income arising out of its operations under this Agreement; all Solid Waste and Recyclables Materials Collected, Transported, Processed, and/or Disposed of; b) the City Facilities that were the source of such Solid Waste and Recyclable Materials; and, c) the final destination of such Solid Waste and Recyclable Materials. Contractor's books, accounts and records reasonably necessary for the enforcement of this Agreement shall be made available for inspection, examination and audit during normal business hours by authorized officers, employees and agents of the City. The City shall give Contractor written

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notice at least three (3) business days prior to any inspection, audit, or examination of these records.

2. Where the City determines that an audit is necessary, Contractor shall be responsible for reimbursement of audit costs, including any City or consultant services, to perform audits of accounts of all Contractor revenues and income arising out of operations under this Agreement.
3. Contractor shall be responsible for reimbursement of audit costs for City staff, or consultant services, to perform detailed follow-up audits where staff determines that documentation of Tonnage allocations, as reported by Contractor, is inadequate. Where necessary, City staff will retain the services of an independent consultant to verify performance and conduct any necessary Tonnage allocation audits.

### Section 18: Insurance Requirements

Contractor shall obtain and maintain throughout the Term of this Agreement, at Contractor's sole cost and expense, insurance against claims for injuries to Persons or damages to property which may arise from or in connection with the performance of work pursuant to this Agreement by Contractor, its agents, representatives, employees or contractors.

1. **Minimum Scope and Limits of Insurance.** Contractor shall maintain at least the following minimum insurance coverage:
  - 1.1 **Comprehensive General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
  - 1.2 **Automobile Liability:** \$2,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall include hired autos and non-owned autos.
  - 1.3 **Workers' Compensation and Employers Liability:** Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.
2. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be approved by the City in writing, prior to the Effective Date of this Agreement. If Contractor desires to change its deductible or self-insured retention after the Effective Date of this Agreement, it shall first obtain approval of the City's Risk Manager for these increases. Contractor shall be responsible for payment of all deductibles or self-insured retentions.
3. **Other Insurance Provisions.** The required insurance policies are to contain, or be endorsed to contain, the following provisions:
  - 3.1 General Liability and Automobile Liability Coverage.

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- 3.2 The City, its officers, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of Contractor; products and completed operations of Contractor; Premises owned, leased or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents, and contractors.
  - 3.3 Contractor's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents, and contractors. Any insurance or self-insurance maintained by the City, its officers, employees, agents, or contractors shall be in excess of Contractor's insurance and shall not contribute to it.
  - 3.4 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents, or contractors.
  - 3.5 Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 3.6 All Coverage. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City.
4. **Placement of Insurance.** Insurance shall be placed with insurers acceptable to the City's Risk Manager. Contractor must place insurance with a current A.M. Best rating of no less than A:VII. The City Risk Manager may waive, or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the City and the general public are adequately protected.
  5. **Proof of Insurance.** Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. Proof of insurance shall be mailed or personally delivered to the City's Risk Manager and the City representative stated in Section 32.
  6. **Modification of Insurance Requirements.** The City shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the City's Risk Manager, the insurance provisions in this Agreement do not provide adequate protection for the City and for members of the public, the City may require Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The City's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required. The City's Risk Manager may modify these insurance requirements only upon approval of the City Council.

## Section 19: Indemnification Provisions

1. **General.** Contractor agrees to defend, with counsel agreed upon by both Parties, indemnify, and hold harmless the City and its agents, officers, servants, and employees from and against any and all Liabilities asserted or established for damages or injuries to any Person or property, including injury to the City's employees, agents or officers which arise from, are connected with, or are caused by willful or negligent acts or omissions of Contractor, or its agents, officers or employees, in the performance of this Agreement, or in performing the work or services therein, and all costs and expenses of investigating and defending against same; whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled, or reduced to judgment; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, servants and employees, except when such agents, servants, or independent contractors are under the direct supervision and control of Contractor.
2. **Unpermitted Waste.** Contractor shall defend, indemnify, and hold harmless at its sole cost and expense with counsel approved by the City, the City (including the Persons described in the definition of "City") in any actions that assert or allege Liabilities paid, incurred or suffered by, imposed upon or asserted against, the City that result or are claimed to have resulted directly or indirectly from the presence, disposal, escape, migration, leakage, spillage, discharge, release or emission of Unpermitted Waste or petroleum to, in, on, at, or under the Disposal Site, whether:
  - (1) in one or more instance,
  - (2) threatened or transpired,
  - (3) Contractor is negligent or otherwise culpable, or
  - (4) those Liabilities are litigated, settled, or reduced to judgment.

The foregoing indemnity is intended, in part, to operate as an agreement pursuant to 42 U.S.C. section 9607(e) and California Health and Safety Code section 25364, to insure, protect, hold harmless and indemnify the City from liability in accordance with these sections. City does not waive or surrender any other indemnity available to it under any Applicable Law.

## Section 20: Vehicle Inspection and Tags

1. All vehicles and other equipment used in the Collection and subsequent Transportation, Processing, and/or Disposal of Solid Waste and Recyclable Materials from City Facilities shall be inspected as often as the City Manager or his/her designee deems necessary and at such times and places as shall be designated by the City Manager or his/her designee.
2. All vehicles and Containers used in the Collection, removal, Transportation, Processing, or storage of Solid Waste or Recyclable Materials from City Facilities shall be subject to inspection by the City for the purpose of determining whether or not the vehicles and

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Containers comply with California Code of Regulations, Title 14, sections 17341 through 17345.

### **Section 21: Vehicle Requirements**

1. The bodies of vehicles used in the Collection, removal or Transportation of Solid Waste or Recyclable Materials from City Facilities shall be leak proof and have beds of metal or other impervious material which can be cleaned, and shall otherwise be of a type approved pursuant to California Code of Regulations, Title 14, section 17341.
2. The City is authorized to issue administrative regulations pertaining to specifications for vehicles and Containers, the cleansing and disinfection thereof, and other sanitary measures in connection therewith.

### **Section 22: Abandoned Containers**

1. If Contractor abandons any Container used to provide Collection services under the Agreement, the City may remove the Container and/or Recycle or Dispose of the contents of the Container.
2. If the City removes a Container abandoned by Contractor and/or Disposes of or Recycles the contents of any Container abandoned by Contractor, the City may charge Contractor for City's costs incurred in such removal, Disposal, or Processing and for the City's costs of storage of the Container. Contractor shall reimburse the City for such costs within ten (10) days of the date of the City's invoice for such costs.
3. For the purposes of this Section, "abandoned" includes:
  - 3.1 Contractor's failure to remove Containers within fourteen (14) calendar days of a City Facility's request for a change in service level that results in one or more Containers that are no longer necessary for service.
  - 3.2 Contractor's failure to remove all Containers within the time period specified by the City Manager or his/her designee upon termination of this Agreement pursuant to Section 30 of this Agreement;
  - 3.3 Contractor's failure to remove a Container within two (2) weeks after the expiration of this Agreement, except in the case where Contractor has been granted an extension of the Term of said Agreement or Contractor has been granted a subsequent Agreement authorizing Contractor to Collect and Transport the type or types of Solid Waste or Recyclable Materials for which the Container was used pursuant to this Agreement;
  - 3.4 Contractor's failure to Dispose of the contents of a Container within five (5) calendar days after the City Manager or his/her designee issues a written notice to Contractor to Dispose of the contents.

## Section 23: Collection Containers

1. **General.** Contractor shall provide and maintain a sufficient number of Containers of the appropriate size for the storage of Solid Waste and Recyclable Materials with the exception of Compactors and five-cubic-yard trailers which shall be provided, owned, and maintained by the City. Contractor shall provide Collection services to all Containers including City-owned Containers. Contractor shall offer City Facilities a wide range of Container sizes including Carts, Bins, and Drop Boxes of the sizes specified in the definition of these Containers. Containers shall be designed and constructed to be watertight and prevent the leakage of liquids. The colors of the Containers shall be reviewed and approved by the City.

To the extent that additional Containers are needed on the Commencement Date or over the Term of the Agreement to accommodate service level changes and the change in the number and needs of the City Facilities, Contractor shall provide a sufficient number of Containers of the appropriate size for the storage of Solid Waste and Recyclable Materials.

Contractor shall maintain all Contractor-supplied Containers in a safe, serviceable, and functional condition.

2. **Cleaning, Painting, Maintenance.** Subject to approval of the City Manager or his/her designee, all Contractor-provided Containers, shall prominently display the name and/or logo of Contractor. The only markings on the Containers shall be the Contractor's name and/or logo, and suitable informational lettering (e.g., service location, Container size, materials acceptable, Contractor's inventory identification number, etc.) subject to approved by the City Manager or his/her designee.

Over the Term of the Agreement, Contractor shall replace, clean, or repaint all Containers as needed so as to present a clean appearance. If any Container is impacted by graffiti, Contractor shall remedy the situation within five (5) Business Days of notification. Contractor's failure to remedy graffiti within the specified time frame is subject to liquidated damages in accordance with Section 31.

Contractor shall steam clean or clean each Container by a pressure washing system, which is equivalent to steam cleaning, upon request by the City at City-approved Rates. This cleaning shall be not be conducted by Contractor at City Facilities. It shall be conducted at an off-site location.

3. **Container Locations.** Contractor shall place Containers only in locations approved by the City Facility representative, and shall obtain approval to relocate Containers from the City Facility representative. City reserves the right to direct Contractor to change Container locations. Contractor shall maintain a regular Collection schedule of the Solid Waste and Recyclable Material Containers from City Facilities.
4. **Container Replacement.** Contractor shall replace Solid Waste and Recyclable Materials Carts that have been stolen or damaged at no cost to the City Facility not more than once per year. Additional Cart replacements shall be charged to the City Facility at the City-approved Rate.

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5. **Container Delivery and Retrieval of City-Owned Containers.** Contractor shall deliver Contractor-provided Containers on or before the Commencement Date of this Agreement unless an alternative delivery schedule is approved by the City a minimum of thirty (30) days prior to the Commencement Date. At the time of Contractor's delivery of its Containers, Contractor shall remove City-owned Containers and deliver the Containers to the City's Meadowview Service Complex at 2812 Meadowview Road. The Containers shall be placed in a City-designated location at the Meadowview Service Complex and in a manner acceptable to the City.

#### **Section 24: Personnel**

1. **Driver Qualifications.** Contractor agrees that all drivers shall be trained and qualified in the operation of Collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.
2. **Safety Training.** Contractor shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for Collection of Solid Waste and Recyclable Materials, or who are otherwise directly involved in such Collection.

#### **Section 25: Compliance with Law**

Contractor shall perform all Collection, Transportation, Processing, and Disposal operations in accordance with applicable Federal, State, and local law, including City Ordinances, in accordance with all regulations promulgated under such laws, and in accordance with the terms and conditions of this Agreement.

#### **Section 26: Permits and Licenses**

Contractor shall obtain and maintain, at Contractor's sole cost and expense, all permits and licenses applicable to Contractor's operations under this Agreement, required by any governmental agency.

Contractor shall maintain during the Term of this Agreement, at Contractor's sole cost and expense, a non-exclusive commercial solid waste franchise with the Sacramento Regional Solid Waste Authority (SWA) as required by City Code, Chapter 13, Article 6. If SWA discontinues the non-exclusive commercial Solid Waste franchise system or SWA ceases to exist, the City and Contractor shall meet and confer to discuss the impacts on this Agreement and amend the Agreement as needed.

#### **Section 27: City's Right to Perform Service**

1. **General.** In the event that Contractor, for any reason whatsoever, fails, refuses or is unable to Collect and Transport any or all Solid Waste to the Approved Transfer Station and/or Collect, Transport, and Process Recyclable Materials at the Approved Recyclables Materials Processing Site required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than forty-eight (48) hours, and if, as a result thereof, Solid Waste and/or Recyclable Materials should accumulate at the City Facilities to such an

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extent, in such a manner, or for such a time that City Manager or his/her designee should find that such accumulation endangers or menaces the public health, safety or welfare, then the City shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to Contractor during the period of such emergency as determined by City Manager or his/her designee: a) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Contractor and at Contractor's expense; and/or, b) to take possession of any or all of Contractor's onsite Containers for the Collection, Transporting, Processing and Disposing of Solid Waste or Recyclable Materials or Organic Materials, and to use such property to Collect, Transport, Process, and Dispose of any Solid Waste or Recyclable Materials generated at City Facilities which Contractor would otherwise be obligated to Collect, Transport, Process, and/or Dispose of pursuant to this Agreement. The City agrees that it assumes complete responsibility for the proper and normal use of such onsite Containers while in its possession.

Notice of the Contractor's failure, refusal or neglect to Collect, Transport, Process, or Dispose of Solid Waste or Recyclable Materials may be given orally by the City Manager or his/her designee by telephone to the Contractor at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent by City Manager or his/her designee to Contractor within twenty-four (24) hours of the oral notification.

Contractor further agrees that in such event:

- 1.1 It will fully cooperate with City to affect the transfer of possession of onsite Containers to the City for City's use.
- 1.2 It will, if City so requests, keep in good repair and condition all of such property and provide such other service as may be necessary to maintain said property in operational condition.
- 1.3 Subject to provisions of any labor agreements then in effect, City may immediately engage all or any personnel necessary or useful for the Collection, Transportation, Processing, and Disposal of Solid Waste or Recyclable Materials including, if City so desires, employees previously or then employed by Contractor. Contractor further agrees, if City so requests, to furnish the City with the services of any or all management or office personnel employed by Contractor whose services are necessary or useful for Solid Waste or Recyclable Materials Collection, Transportation, Processing, and Disposal operations and for the billing and Collection of fees for these services.

The City's exercise of its rights under this Section: a) does not constitute a taking of private property for which compensation must be paid; b) will not create any liability on the part of City to Contractor; and, c) does not exempt Contractor from the indemnity provisions of Section 19, which are meant to extend to circumstances arising under this Section, provided that Contractor is not required to indemnify City against claims and damages arising from the sole negligence of City officers, employees and agents in the operation of Collection during the time the City has taken possession of Containers.

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2. **Duration of City's Possession.** City has no obligation to maintain possession of Contractor's onsite Containers and/or continue its use in Collecting, Transporting, Processing, and Disposing Solid Waste or Recyclable Materials for any period of time and may, at any time, in its sole discretion, relinquish possession to the Contractor.

The City's right to retain temporary possession of Contractor's Containers, and to provide Solid Waste or Recyclable Materials Collection services, shall continue until Contractor can demonstrate to the City's satisfaction that it is ready, willing and able to resume such services or for one hundred eighty (180) calendar days, whichever occurs first.

#### **Section 28: Possession of Property upon Termination**

In the event of termination for default, the City shall have the right to take possession of any and all of Contractor's equipment used or useful in the Collection, Transportation, Processing, and Disposal of Solid Waste or Recyclable Materials and the billing and Collection of fees for these services and to use such equipment. The City shall have the right to retain the possession of such equipment until other suitable arrangements can be made for the provision of Solid Waste or Recyclable Materials Collection services, which may include the award of an agreement to another Person.

In the event of termination for default, Contractor shall furnish the City with immediate access to all of its business records related to serving City Facilities and billing of City Department of General Services for Collection services.

#### **Section 29: Default, Termination**

1. **Breach.** Except for the occurrence of Force Majeure (which is defined in Subsection 3 below), in the event of: a) any material breach; b) liquidated damages for collection quality or collection reliability as defined in Section 31 exceeding two percent (2%) of service opportunities annually; or, c) refusal of Contractor to comply with any obligation or duty imposed on Contractor under this Agreement or the City Code, the City and Contractor shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the Parties are unable to agree on the informal resolution or cure of the breach within ten (10) business days, the City shall have the right to terminate this Agreement if:
  - 1.1 Following the ten (10) day period described above, the City shall have given written notice to Contractor specifying that a particular default or defaults exists which will, unless corrected, constitute a material breach of this Agreement on the part of Contractor; and,
  - 1.2 Contractor fails to correct such default or fails to take reasonable steps to commence to correct such default within thirty (30) calendar days from the date of the notice given by the City under Subsection 1.1 above and Contractor thereafter fails to diligently continue to take reasonable steps to correct such default.
2. **Default.** The following events shall also constitute a material breach and default under this Agreement:

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- 2.1 Misrepresentation. Any misrepresentation or disclosure made to the City by the Contractor in connection with or as an inducement to entering this Agreement or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time the representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.
- 2.2 Fraud or Deceit. If the Contractor practices, or attempts to practice, any fraud or deceit upon the City.
- 2.3 Failure to Maintain Coverage. If the Contractor fails to provide or maintain in full force and effect the insurance, Worker's Compensation, liability, or indemnification coverage as required by this Agreement.
- 2.4 Failure to Maintain Non-Exclusive Commercial Franchise with Sacramento Regional Solid Waste Authority. If the Contractor fails to maintain, throughout the Term of the Agreement, a valid non-exclusive commercial franchise with Sacramento Regional Solid Waste Authority as required by Section 26.
- 2.5 Violations of Regulation. If the Contractor violates any permits, orders or filing of any regulatory body having jurisdiction over Contractor which violation or non-compliance materially affects the Contractor's ability to perform under this Agreement, provided that the Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Agreement shall be deemed to have occurred during the pendency of the contestation or appeal, to the extent the Contractor is able to adequately perform during that period.
- 2.6 Acts or Omissions. Any other act or omission by Contractor which materially violates the terms, conditions, or requirements of this Agreement, the City Code, the Act, as it may be amended from time to time, or any order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notices, if Contractor should fail to commence correcting or remedying such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.
- 2.7 Assignment without Approval. Contractor transfers or assigns this Agreement without the express written prior approval of the City unless the assignment is permitted without City approval pursuant to Section 37.
- 2.9 Failure to Comply with Living Wage Ordinance. Contractor fails to comply with the Living Wage Ordinance in Exhibit C.
- 2.10 Failure to Comply with Employee Benefits Code. Contractor fails to comply with the Non-Discrimination in Employee Benefits Code in Exhibit E.
- 2.11 Termination of Service. In the case of a breach related to the above Sections, and the breach continues for more than thirty (30) calendar days after written notice from the City Manager or his/her designee for the correction thereof, provided that where such breach cannot be cured within such thirty (30) day period, Contractor shall not be in

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default of this Agreement if Contractor shall have commenced such action required to cure the particular breach within ten (10) calendar days after such notice, and it continues such performance diligently until completed.

3. **Force Majeure.** The performance of this Agreement may be discontinued or temporarily suspended in the event of Force Majeure. Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Agreement if Contractor's performance is prevented or delayed by Force Majeure. Force Majeure means acts of nature including landslides, lightning, fires, floods (other than reasonably anticipated weather conditions for the geographic area of the Approved Facility), earthquakes, civil disturbances, acts of the public enemy, wars, blockades, public riots, explosions, or government restraint. Force Majeure does not include: adverse changes in the financial condition of either Party or in recovered materials markets; strikes, work stoppages or other labor disputes or disturbances; Change In Law with respect to any taxes based on or measured by net income; any Change in Law adopted by the City other than in compliance with mandated of state, federal or other governmental agency law, regulation or directive.
4. **Termination.** The City shall serve written notice, either personally or by registered or certified mail (postage prepaid) of the termination of this Agreement to the last known place of business of Contractor and Contractor shall cease operation under this Agreement within ten (10) calendar days of the date of the written notice.

### Section 30: Conditions upon Termination

1. In the event this Agreement is terminated:
  - 1.1 Contractor shall have no right or authority to engage in Solid Waste or Recyclable Materials Collection, Transportation, Processing or Disposal operations from City Facilities.
  - 1.2 Contractor shall, however, remain liable to the City for any and all liquidated damage payments due pursuant to Section 31 of this Agreement.
  - 1.3 Contractor shall have a continuing obligation to submit to the City all reports required by Section 16 of this Agreement that relate to Solid Waste or Recycling activities performed by Contractor up to and including the date of termination.
2. In the event of termination for default, within the time period specified by the City Manager or his/her designee and if directed by the City Manager or his/her designee, Contractor shall remove all of Contractor's Containers from all City Facilities and shall properly Dispose or Process all Solid Waste or Recyclable Materials in such Containers. Alternatively, the City reserves the right to own the Containers in use at City Facilities at no cost to the City; and, in such case, shall provide Contractor written notice that City is exercising its rights to the Containers. Under City ownership of Containers, the City shall be responsible for arranging for Collection, Processing, and Disposal of materials in the Containers.

May 4, 2012

**Section 31: Liquidated Damages**

- 1. General.** In additional to the remedies specified in Title 1 of the Sacramento City Code, including but not limited to administrative penalties, which may be imposed against any Person, firm, or entity who violates provisions of Title 13 of the Sacramento City Code, the City may impose liquidated damages described herein. The City finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: a) substantial damage can result to City Facilities denied services or denied quality or reliable service; b) such breaches cause inconvenience, frustration, and deprivation of the benefits of the Agreement to City Facilities for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; c) that Collection services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and, d) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.
- 2. Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The Parties further acknowledge that consistent, reliable Solid Waste and Recyclable Materials Collection is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service commitment in awarding the Agreement to it. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, City will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that City will suffer. Therefore, without prejudice to City's right to treat such non-performance as an event of default under Section 29, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Contractor  
Initial Here     JK    

City  
Initial Here \_\_\_\_\_

May 4, 2012

Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

2.1 Service Reliability.

- 2.1.1 For each failure to commence service to a new City Facility or to adjust service levels for existing service within seven (7) days after order, which exceed six (6) such failures annually: \$150.00 per day beyond seven (7) days.
- 2.1.2 For each failure to Collect Solid Waste or Recyclable Materials, which have been properly set out for Collection, from a City Facility on the scheduled Collection day which exceeds six (6) such failures in City annually: \$150.00 per failure.
- 2.1.3 For each failure to provide off-site Container cleaning services within seven (7) days of City request consistent with the requirements of Section 6.1.12: \$50.00 per container per day.
- 2.1.4 For each failure to label Containers with Contractor name and logo within thirty (30) days of the Commencement Date or when placing a Container into service during the Term consistent with requirements of Section 23.2: \$50.00 per Container per day.
- 2.1.5 For each failure to remedy impacts of graffiti on a Container with five (5) Business Days of notification: \$100.00 per day per Container.

2.2 Service Quality.

- 2.2.1 For each occurrence of failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments or failure to place Containers upright with lids secured which exceeds six (6) such occurrences annually: \$150.00.
- 2.2.2 For each occurrence of discourteous behavior: \$250.00.
- 2.2.3 For each failure to clean up Solid Waste or Recyclable Materials spilled by Contractor from Solid Waste and Recyclable Materials Containers which exceeds six (6) such failures annually: \$150.00.
- 2.2.4 For each occurrence of Collecting Solid Waste and Recyclable Materials during unauthorized hours which exceeds six (6) such occurrences annually: \$250.00.
- 2.2.5 For each failure to initially respond to a Complaint from the City within one (1) business day: \$100.00.

2.3 Timeliness of Submissions to City. Reports shall be considered late, until such time as a correct and complete report is received by City. For each calendar day a report is late, the daily liquidated damage amount shall be:

- 2.3.1 Quarterly Reports required by Section 16: \$100.00 per day.
- 2.3.2 Semi-Annual Waste Management Handling and Diversion Report required by Section 9: \$100.00 per day.

May 4, 2012

- 2.4 **Submittal and Approval of the Tonnage Allocation Method.** Submittal of the Tonnage allocation method required by Section 7.8 shall be considered late, until such time a proposed method is received by City. For each calendar day the submittal is late, the daily liquidated damage amount shall be: \$100. If the City requests that Contractor meet and confer to develop an alternative or modified allocation method and Contractor fails to meet and confer within seven (7) days of the City request, the daily liquidated damage amount shall be: \$500 per day until such time as the Parties meet and agree on a method.

Liquidated damages will only be assessed after Contractor has been given the opportunity but failed to rectify, in a timely manner, the breach as described in this Agreement. City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Complaints.

Prior to assessing liquidated damages, City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all information in the possession of City relating to incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with City. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. City will provide Contractor with a written explanation of its determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of City shall be final.

3. **Amount.** City may assess liquidated damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement.
4. **Timing of Payment.** Contractor shall pay any liquidated damages assessed by City within ten (10) days after they are assessed. If liquidated damages are not paid within the ten (10) day period, City may proceed against the performance bond required by the Agreement or order the termination of the Agreement granted by this Agreement, or both.

### **Section 32: Notices**

Except as otherwise provided in this Agreement, all notices required by this Agreement shall be given by personal service or by deposit in the United States mail, postage pre-paid and return receipt requested, addressed to the Parties as follows:

To the City's Contract Manager:

Marc Robles  
City of Sacramento  
Department of General Services  
Procurement Services Division  
2812 Meadowview Road  
Sacramento, CA 95832

May 4, 2012

To Contractor:

USA Waste of California, Inc., 11931 Fountain Place, Ste 200, Gold River, CA 95670

Notice shall be deemed effective on the date personally served or, if mailed, three (3) days after the date deposited in the mail.

### **Section 33: Relationship of Parties**

The Parties intend that Contractor shall perform the services required by this Agreement as an independent contractor and not as an officer or employee of the City nor as a partner or joint venturer with the City. No employee or agent of Contractor shall be deemed to be an employee or agent of the City and shall not obtain any rights to retirement benefits, worker's compensation benefits, or any other benefits which accrue to the employees of the City by virtue of their employment with said agency. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the Solid Waste and Recyclable Materials Collection services performed under this Agreement and all Persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, Subcontractors, and agents.

Contractor agrees that this Agreement is not made in the interest of, or on behalf of, any undisclosed Person, partnership, Contractor, association, organization, or corporation. Contractor has not directly or indirectly colluded, conspired, connived or agreed with any Person, partnership, Contractor, association, organization, or corporation to secure any advantage against the City.

### **Section 34: Compliance with Law**

In providing the services required under this Agreement, Contractor shall at all times, at its sole cost, comply with all Applicable Laws of the United States, the State of California, the City and other states, cities or counties which may have jurisdiction over any service provided in this Agreement and with all Applicable Laws promulgated by any Federal, State, regional or local administrative and regulatory agency, now in force and as they may be enacted, issued or amended during the Term of this Agreement.

### **Section 35: Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California and the United States.

### **Section 36: Jurisdiction**

Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject

May 4, 2012

matter of any such litigation in such courts, and consent to service of process issued by such courts.

### **Section 37: Assignment**

1. This Agreement shall not be assigned without the City's express written consent, given or withheld in City's sole discretion. Any such assignment without City consent shall be void. For purposes of this section, "assign" or "assignment" includes, but is not limited to: the sale, exchange or otherwise transfer to a third party effective control of Contractor management; corporate merger or reorganization at any level; or, the conveyance of a majority of the Contractor's stock (including that of parent companies or corporate affiliates) to a new controlling interest; any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in change of ownership or control of Contractor; any assignment by operation of law, including insolvency or bankruptcy, making assignment for benefit of creditors, writ of attachment of an execution, being levied against this Agreement, appointment of a receiver taking possession of any of Contractor's property, or transfer occurring in the event of a probate proceeding; any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect or any such transfer or change of ownership or change of control of Contractor. "Ownership" (or "Own or any variation thereof) for purposes of this Section means ownership as defined in the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date here, provided that (1) 10 percent shall be substituted for 50 percent in Section 318(a)((2)(C) and in Section 318(a)((3)(C) thereof; and (2) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this section, and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership represents, whichever is greater.
2. Contractor shall promptly notify the City Manager or his/her designee in writing in advance of any proposed assignment, sale, or transfer and request consideration of assignment.
3. In the event the City Council approves of any assignment, sale, or transfer, said approval shall not relieve Contractor of any of its obligations or duties under this Agreement unless this Agreement is modified in writing to that effect.
4. Contractor shall undertake to pay City its reasonable expenses for attorneys' fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment.

### **Section 38: Binding on Successors**

The provisions of this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the Parties.

May 4, 2012

### Section 39: Waiver

The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision.

The subsequent acceptance by either Party of any monies, which become due hereunder, shall not be deemed a waiver of any preexisting or concurrent breach or violation by the other Party of any provision of this Agreement.

### Section 40: Contractor's Investigation

Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

### Section 41: Equal Employment Opportunity

During the performance of this Agreement, Contractor for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** Contractor shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), herein Collectively referred to as the "Regulations".
2. **Nondiscrimination:** Contractor, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap, or sexual orientation in selection and retention of Subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
3. **Solicitations for Subcontractors, including procurement of materials and equipment:** In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap, or sexual orientation, living wage, and drug-free workplace.
4. **Information and Reports:** Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.

May 4, 2012

5. **Sanctions for Noncompliance:** In the event of noncompliance by Contractor with the nondiscrimination provisions of this Agreement, the City shall impose such sanctions as it may determine to be appropriate including, but not limited to:
  - 5.1 Withholding of payments to Contractor under this Agreement until Contractor complies; and,
  - 5.2 Cancellation, termination, or suspension of the Agreement, in whole or in part.
6. **Incorporation of Provisions:** Contractor shall include the provisions of Subsections 1 through 5 above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, Contractor may request City to enter such litigation to protect the interests of City.

#### **Section 42: The Living Wage Ordinance**

This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit C. The Contractor is required to sign the Declaration of Compliance (Living Wage Ordinance) provided in Exhibit D to assure compliance with these requirements.

#### **Section 43: Non-Discrimination in Employee Benefits**

This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. Contractor is required to sign the Declaration of Compliance (Equal Benefits Ordinance) provided in Exhibit F, to assure compliance with these requirements.

#### **Section 44: City Boycott of Arizona-Headquartered Businesses**

On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with a state crime for not carrying immigration documents. Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that "where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is headquartered in Arizona ..." Contractor represents that its headquarters are not in Arizona.

May 4, 2012

#### **Section 45: Drug Free Workplace Policy and Affidavit**

Pursuant to City Council Resolution CC90-498 dated June 6, 1990 the Contractor is required to comply with the City's drug free workplace policy summarized in Exhibit G. Contractor is required to sign the Affidavit provided in Exhibit G to assure compliance with these requirements.

#### **Section 46: Emergency/Declared Disaster Requirements**

In the event of an emergency or if a City Facility is declared a disaster area by Sacramento County, State or Federal government, this Agreement may be subjected to unusual usage. The Contractor shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The Rates approved under this Agreement shall apply to serving the City's needs regardless of the circumstances.

#### **Section 47: Entire Agreement**

This Agreement, including the Exhibits, and each of the following documents (if applicable) listed below, which are incorporated herein by reference, represents the full and entire Agreement between the Parties with respect to the matters covered herein.

- Invitation to Bid
- Bid Instructions and Requirements
- Technical Specifications
- Special Provisions
- Contractor's Rate Proposal Bid Form
- ESBD Program Statement
- Certificate(s) of Insurance
- Workers' Compensation Certificate

#### **Section 48: Interpretation**

This Agreement shall be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting.

#### **Section 49: Amendment**

This Agreement may not be modified or amended in any respect except by a written agreement duly approved and signed by the Parties.

#### **Section 50: Severability**

If any nonmaterial provision of this Agreement is, for any reason, deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

May 4, 2012

May 4, 2012

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

For: \_\_\_\_\_

APPROVED TO AS FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

**CONTRACTOR:**  
USA Waste Of California, Inc

\_\_\_\_\_  
NAME OF FIRM

68-0306154

\_\_\_\_\_  
Federal I.D. No.

C1992530

\_\_\_\_\_  
State I.D. No

6111

\_\_\_\_\_  
Sacramento Business Operations  
Tax Certificate No.

TYPE OF BUSINESS ENTITY (*check one*):

\_\_\_\_ Individual/Sole Proprietor

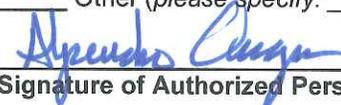
\_\_\_\_ Partnership

\_\_\_\_ Corporation (require two signatures)

X  Corporation (*may require two signatures*)

\_\_\_\_ Limited Liability Company

\_\_\_\_ Other (*please specify:* \_\_\_\_\_)

  
\_\_\_\_\_  
Signature of Authorized Person

Alejandro Oseguera, Area Vice President  
Print Name and Title

\_\_\_\_\_  
Additional Signature (*if required*)

\_\_\_\_\_  
Print Name and Title

May 4, 2012

**EXHIBIT A**  
**CONTRACTOR RATES APPROVED BY CITY**

REVISED  
Rate Proposal Bid Form  
for City Facilities Collection and Processing Services  
Valid from October 1, 2012 to September 30, 2013

Instructions to Bidders: Enter Rates for all services which are shaded below. All other Rates and the estimated annual Rate revenues will be calculated based on those input Rates. All Rates for Recyclable Materials Collection are set to equal 50% of the Solid Waste Collection Rate for comparable Container size and frequency. Rates shall be presented for the first Rate year of the City Facilities Agreement starting October 1, 2012.

Bidder Name: USA Waste of California, Inc

5.02% 10.02%

Type of Service	Container	Frequency (Per Week)	Effective Rate Factor	Opening Competition	Disposal Competition	Total Rate - Total Rate			Estimated Number of Containers in Service - Occurrences per Month			Estimated Annual Rate Revenues - Year 1	Estimated Annual Rate Revenues - Year 2	Estimated Annual Rate Revenues - Year 3	Estimated Annual Rate Revenues - Year 4	Estimated Annual Rate Revenues - Year 5	
						Year 1	Year 2	Year 3	Year 1	Year 2	Year 3						Year 4
<b>Regularly Scheduled Solid Waste Cart Services (Monthly Fee)</b>																	
Solid Waste	32 gallon cart	1	1.0	\$18.00	\$7.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Solid Waste	64 gallon cart	1	1.0	\$18.00	\$7.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Solid Waste	96 gallon cart	1	1.0	\$18.00	\$7.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
<b>Regularly Scheduled Solid Waste Bin Services (Monthly Fee)</b>																	
Solid Waste	1 cubic yard bin	1	1.0	\$64.42	\$0.57	\$15.79	\$15.90	\$18.10	\$19.39	\$20.78	\$190	\$203	\$217	\$233	\$246	\$262	\$278
Solid Waste	1 cubic yard bin	2	2.0	\$32.21	\$0.28	\$7.89	\$7.95	\$9.05	\$9.69	\$10.39	\$95	\$101	\$108	\$116	\$123	\$131	\$139
Solid Waste	1 cubic yard bin	3	3.0	\$21.47	\$0.19	\$5.26	\$5.30	\$6.03	\$6.46	\$6.91	\$63	\$67	\$72	\$77	\$82	\$87	\$92
Solid Waste	1 cubic yard bin	4	4.0	\$16.10	\$0.14	\$3.94	\$3.96	\$4.54	\$4.84	\$5.14	\$47	\$50	\$54	\$58	\$62	\$66	\$70
Solid Waste	1 cubic yard bin	5	5.0	\$12.28	\$0.10	\$2.87	\$2.88	\$3.32	\$3.53	\$3.74	\$35	\$37	\$40	\$43	\$46	\$49	\$52
Solid Waste	1 cubic yard bin	6	6.0	\$9.70	\$0.08	\$2.28	\$2.29	\$2.66	\$2.81	\$2.96	\$28	\$30	\$32	\$34	\$36	\$38	\$40
Solid Waste	2 cubic yard bin	1	2.0	\$128.96	\$12.23	\$151.59	\$153.61	\$172.29	\$183.78	\$195.56	\$1,507	\$1,679	\$1,801	\$1,914	\$2,028	\$2,142	\$2,256
Solid Waste	2 cubic yard bin	2	4.0	\$64.48	\$6.11	\$75.79	\$76.80	\$86.14	\$91.89	\$97.78	\$753	\$839	\$901	\$977	\$1,049	\$1,121	\$1,193
Solid Waste	2 cubic yard bin	3	6.0	\$43.65	\$4.07	\$50.77	\$51.20	\$58.08	\$61.26	\$64.44	\$501	\$545	\$589	\$633	\$677	\$721	\$765
Solid Waste	2 cubic yard bin	4	8.0	\$32.44	\$3.07	\$37.58	\$37.92	\$43.65	\$45.76	\$47.87	\$375	\$401	\$427	\$453	\$479	\$505	\$531
Solid Waste	2 cubic yard bin	5	10.0	\$24.96	\$2.36	\$28.68	\$28.96	\$33.65	\$35.16	\$36.67	\$281	\$299	\$317	\$335	\$353	\$371	\$389
Solid Waste	2 cubic yard bin	6	12.0	\$18.10	\$1.73	\$18.54	\$18.83	\$21.77	\$22.65	\$23.53	\$181	\$193	\$205	\$217	\$229	\$241	\$253
Solid Waste	3 cubic yard bin	1	3.0	\$28.26	\$1.93	\$47.38	\$50.71	\$54.29	\$58.16	\$62.34	\$486	\$510	\$534	\$558	\$582	\$606	\$630
Solid Waste	3 cubic yard bin	2	6.0	\$14.13	\$0.96	\$23.69	\$25.35	\$27.14	\$29.08	\$30.67	\$243	\$255	\$269	\$283	\$297	\$311	\$325
Solid Waste	3 cubic yard bin	3	9.0	\$9.42	\$0.64	\$15.79	\$16.56	\$17.72	\$18.74	\$19.76	\$162	\$171	\$181	\$191	\$200	\$210	\$219
Solid Waste	3 cubic yard bin	4	12.0	\$7.05	\$0.48	\$11.83	\$12.32	\$13.37	\$14.28	\$15.19	\$121	\$128	\$136	\$144	\$152	\$160	\$168
Solid Waste	3 cubic yard bin	5	15.0	\$5.64	\$0.39	\$9.47	\$9.81	\$10.60	\$11.29	\$11.98	\$97	\$103	\$109	\$115	\$121	\$127	\$133
Solid Waste	3 cubic yard bin	6	18.0	\$4.71	\$0.32	\$7.84	\$8.08	\$8.71	\$9.24	\$9.77	\$81	\$85	\$89	\$93	\$97	\$101	\$105

Bidder Name: USA Waste of California, Inc

REVISED  
Rate Proposal Bid Form  
for City Facilities Collection and Processing Services  
Valid from October 1, 2012 to September 30, 2013

5.00% 10.00%

Type of Service	Container	Service Frequency (Pick-Ups/Week)	Efforts/Year Factor	Operating Component	Disposal Component	Total Rate	Estimated Annual Rate					Estimated Annual Rate
							Year 1	Year 2	Year 3	Year 4	Year 5	
Solid Waste	4 cubic yard bin	1	4.0	\$37.72	\$26.02	\$63.74	\$67.61	\$72.39	\$77.56	\$83.12	\$89.19	\$95.87
Solid Waste	4 cubic yard bin	2	8.0	\$75.44	\$52.04	\$127.48	\$135.22	\$144.78	\$155.10	\$166.25	\$178.38	\$191.74
Solid Waste	4 cubic yard bin	3	12.0	\$113.16	\$78.06	\$191.22	\$202.63	\$217.17	\$232.65	\$249.37	\$267.43	\$286.87
Solid Waste	4 cubic yard bin	4	16.0	\$150.87	\$104.08	\$254.95	\$272.72	\$292.72	\$315.02	\$339.89	\$366.32	\$394.41
Solid Waste	4 cubic yard bin	5	20.0	\$188.59	\$132.10	\$320.69	\$343.59	\$369.67	\$399.22	\$432.13	\$468.49	\$508.29
Solid Waste	4 cubic yard bin	6	24.0	\$226.31	\$164.78	\$391.09	\$419.07	\$450.91	\$486.51	\$525.84	\$568.99	\$615.97
Solid Waste	5 cubic yard bin	1	5.0	\$47.15	\$31.87	\$79.02	\$84.51	\$90.49	\$96.94	\$103.90	\$111.47	\$119.64
Solid Waste	5 cubic yard bin	2	10.0	\$94.30	\$63.74	\$158.04	\$169.03	\$180.98	\$193.88	\$207.81	\$222.94	\$239.28
Solid Waste	5 cubic yard bin	3	15.0	\$141.44	\$95.61	\$237.05	\$253.54	\$271.47	\$290.82	\$311.71	\$334.17	\$358.19
Solid Waste	5 cubic yard bin	4	20.0	\$188.59	\$127.50	\$316.09	\$338.05	\$361.96	\$387.76	\$415.52	\$445.24	\$476.94
Solid Waste	5 cubic yard bin	5	25.0	\$235.74	\$161.31	\$397.05	\$422.57	\$449.25	\$487.70	\$517.92	\$550.00	\$583.94
Solid Waste	5 cubic yard bin	6	30.0	\$282.89	\$190.25	\$473.14	\$497.08	\$522.84	\$561.84	\$593.43	\$627.66	\$664.74
Solid Waste	5 cubic yard bin	1	5.0	\$47.15	\$31.87	\$79.02	\$84.51	\$90.49	\$96.94	\$103.90	\$111.47	\$119.64
Solid Waste	5 cubic yard bin	2	10.0	\$94.30	\$63.74	\$158.04	\$169.03	\$180.98	\$193.88	\$207.81	\$222.94	\$239.28
Solid Waste	5 cubic yard bin	3	15.0	\$141.44	\$95.61	\$237.05	\$253.54	\$271.47	\$290.82	\$311.71	\$334.17	\$358.19
Solid Waste	5 cubic yard bin	4	20.0	\$188.59	\$127.50	\$316.09	\$338.05	\$361.96	\$387.76	\$415.52	\$445.24	\$476.94
Solid Waste	5 cubic yard bin	5	25.0	\$235.74	\$161.31	\$397.05	\$422.57	\$449.25	\$487.70	\$517.92	\$550.00	\$583.94
Solid Waste	5 cubic yard bin	6	30.0	\$282.89	\$190.25	\$473.14	\$497.08	\$522.84	\$561.84	\$593.43	\$627.66	\$664.74
Solid Waste	6 cubic yard bin	1	6.0	\$55.38	\$34.43	\$89.81	\$95.42	\$102.59	\$110.32	\$118.61	\$127.46	\$136.87
Solid Waste	6 cubic yard bin	2	12.0	\$110.76	\$68.86	\$179.62	\$190.83	\$205.17	\$220.64	\$237.22	\$254.91	\$273.74
Solid Waste	6 cubic yard bin	3	18.0	\$166.14	\$103.29	\$269.43	\$286.12	\$305.16	\$326.56	\$349.33	\$373.47	\$398.98
Solid Waste	6 cubic yard bin	4	24.0	\$221.52	\$137.72	\$359.24	\$381.24	\$405.67	\$432.52	\$460.79	\$490.39	\$521.41
Solid Waste	6 cubic yard bin	5	30.0	\$276.90	\$172.16	\$449.06	\$476.42	\$506.21	\$538.44	\$573.04	\$609.99	\$648.29
Solid Waste	6 cubic yard bin	6	36.0	\$332.28	\$206.59	\$535.87	\$568.11	\$603.30	\$641.54	\$682.82	\$727.14	\$773.56



**REVISED**  
**Rate Proposal Bid Form**  
**for City Facilities Collection and Processing Services**  
**Valid from October 1, 2012 to September 31, 2013**

Bidder Name: USA Waste of California, Inc

5.0% 10.0%

Type of Service	Container	Service Frequency (Per Week)	Escape Rate Factor	Opening Component	Disposal Component	Total Rate -					Estimated Number of Containers to Service or On-Call/Other Occurrences per Month	Estimated Annual Rate Revenues - Year 1	Estimated Annual Rate Revenues - Year 2	Estimated Annual Rate Revenues - Year 3	Estimated Annual Rate Revenues - Year 4	Estimated Annual Rate Revenues - Year 5
						Year 1	Year 2	Year 3	Year 4	Year 5						
Recyclable Materials	4 cubic yard bin	1	4.0	\$37.59	n.a.	\$31.59	\$33.51	\$35.20	\$36.78	\$38.26	11	\$4,176	\$4,462	\$4,778	\$5,118	\$5,486
Recyclable Materials	4 cubic yard bin	2	8.0	\$63.18	n.a.	\$63.18	\$67.51	\$72.39	\$77.65	\$83.12	1	\$758	\$811	\$869	\$931	\$997
Recyclable Materials	4 cubic yard bin	2	12.0	\$84.77	n.a.	\$84.77	\$101.42	\$108.59	\$116.23	\$124.69	2	\$2,274	\$2,434	\$2,606	\$2,792	\$2,992
Recyclable Materials	4 cubic yard bin	4	16.0	\$126.36	n.a.	\$126.36	\$158.22	\$164.78	\$172.10	\$180.25	0	\$0	\$0	\$0	\$0	\$0
Recyclable Materials	4 cubic yard bin	5	20.0	\$157.95	n.a.	\$157.95	\$189.05	\$180.99	\$193.85	\$207.81	0	\$0	\$0	\$0	\$0	\$0
Recyclable Materials	5 cubic yard bin	1	5.0	\$38.49	n.a.	\$39.49	\$42.26	\$45.24	\$48.47	\$51.95	0	\$0	\$0	\$0	\$0	\$0
Recyclable Materials	5 cubic yard bin	2	10.0	\$78.97	n.a.	\$78.97	\$84.51	\$90.45	\$96.94	\$103.90	0	\$0	\$0	\$0	\$0	\$0
Recyclable Materials	5 cubic yard bin	3	15.0	\$118.46	n.a.	\$118.46	\$128.77	\$135.73	\$145.41	\$155.96	0	\$0	\$0	\$0	\$0	\$0
Recyclable Materials	5 cubic yard bin	4	20.0	\$157.95	n.a.	\$157.95	\$169.03	\$180.98	\$193.88	\$207.91	0	\$0	\$0	\$0	\$0	\$0
Recyclable Materials	5 cubic yard bin	5	25.0	\$197.43	n.a.	\$197.43	\$211.28	\$226.22	\$242.35	\$259.76	0	\$0	\$0	\$0	\$0	\$0
Recyclable Materials	6 cubic yard trailer	1	6.0	\$39.49	n.a.	\$39.49	\$42.26	\$45.24	\$48.47	\$51.95	0	\$0	\$0	\$0	\$0	\$0
Recyclable Materials	6 cubic yard trailer	2	12.0	\$78.97	n.a.	\$78.97	\$84.51	\$90.45	\$96.94	\$103.90	0	\$0	\$0	\$0	\$0	\$0
Recyclable Materials	6 cubic yard trailer	3	18.0	\$118.46	n.a.	\$118.46	\$128.77	\$135.73	\$145.41	\$155.96	0	\$0	\$0	\$0	\$0	\$0
Recyclable Materials	6 cubic yard trailer	4	24.0	\$157.95	n.a.	\$157.95	\$169.03	\$180.98	\$193.88	\$207.91	0	\$0	\$0	\$0	\$0	\$0
Recyclable Materials	6 cubic yard trailer	5	30.0	\$197.43	n.a.	\$197.43	\$211.28	\$226.22	\$242.35	\$259.76	0	\$0	\$0	\$0	\$0	\$0
Recyclable Materials	6 cubic yard bin	1	6.0	\$47.39	n.a.	\$47.39	\$50.71	\$54.29	\$58.18	\$62.34	0	\$0	\$0	\$0	\$0	\$0
Recyclable Materials	6 cubic yard bin	2	12.0	\$94.77	n.a.	\$94.77	\$101.42	\$108.59	\$116.23	\$124.69	0	\$0	\$0	\$0	\$0	\$0
Recyclable Materials	6 cubic yard bin	3	18.0	\$142.15	n.a.	\$142.15	\$152.88	\$162.88	\$174.49	\$187.03	0	\$0	\$0	\$0	\$0	\$0
Recyclable Materials	6 cubic yard bin	4	24.0	\$189.54	n.a.	\$189.54	\$202.83	\$217.17	\$232.85	\$249.37	0	\$0	\$0	\$0	\$0	\$0
Recyclable Materials	6 cubic yard bin	5	30.0	\$236.92	n.a.	\$236.92	\$253.54	\$271.47	\$290.82	\$311.71	0	\$0	\$0	\$0	\$0	\$0
<b>Regionally Sourced Recyclable Material Drop Box and Compactor Collection Service (Monthly Fee)</b>																
Recyclable Material	10 cubic yard drop box	1	1.0	\$89.00	n.a.	\$89.00	\$95.08	\$101.82	\$108.66	\$116.26	0	\$0	\$0	\$0	\$0	\$0
Recyclable Material	20 cubic yard drop box	1	1.3	\$120.00	n.a.	\$120.00	\$129.18	\$138.13	\$146.92	\$156.15	0	\$0	\$0	\$0	\$0	\$0
Recyclable Material	30 cubic yard drop box	1	1.4	\$121.50	n.a.	\$121.50	\$130.83	\$140.94	\$151.92	\$163.84	0	\$0	\$0	\$0	\$0	\$0
Recyclable Material	40 cubic yard drop box	1	1.4	\$125.00	n.a.	\$125.00	\$134.69	\$145.18	\$156.88	\$169.97	0	\$0	\$0	\$0	\$0	\$0
Recyclable Material	3 cubic yard compactor	1	1.0	\$109.50	n.a.	\$109.50	\$117.63	\$126.42	\$135.56	\$146.27	0	\$0	\$0	\$0	\$0	\$0
Recyclable Material	6 cubic yard compactor	1	1.3	\$146.30	n.a.	\$146.30	\$157.78	\$170.59	\$184.53	\$199.71	0	\$0	\$0	\$0	\$0	\$0
Recyclable Material	10 cubic yard compactor	1	1.4	\$158.50	n.a.	\$158.50	\$171.63	\$186.71	\$203.17	\$221.01	0	\$0	\$0	\$0	\$0	\$0
Recyclable Material	20 cubic yard compactor	1	1.5	\$181.50	n.a.	\$181.50	\$194.63	\$209.34	\$236.16	\$262.41	0	\$0	\$0	\$0	\$0	\$0

**REVISED**  
**Rate Proposal Bid Form**  
**for City Facilities Collection and Processing Services**  
**Valid from October 1, 2012 to September 31, 2013**

5.50% 10.00%

Type of Service	Container	Service Frequency (Pick-Up/Week)	Rate Factor	Operating Component		Disposal Component		Total Rate - Total Rate					Estimated Number of Containers in Service or On-Call/Other Occurrences per Month	Estimated Annual Rate - Revenues - Year 1	Estimated Annual Rate - Revenues - Year 2	Estimated Annual Rate - Revenues - Year 3	Estimated Annual Rate - Revenues - Year 4	Estimated Annual Rate - Revenues - Year 5
				Year 1	Year 2	Year 1	Year 2	Year 1	Year 2	Year 3	Year 4	Year 5						

**On-Call Collection Services (Per Pick-Up/Week)**

Solid Waste	Extra 30-gallon bag collected on customer's regular collection day	On-call	n.a.	\$8.37	\$3.73	\$11.55	\$12.29	\$13.05	\$13.83	\$14.64	\$15.49	10	\$1,386	\$1,474	\$1,569	\$1,671	\$1,781
Solid Waste	Extra cart or 30-gallon bag collected on a day other than customer's regular collection day	On-call	n.a.	\$6.31	\$3.25	\$11.55	\$12.29	\$13.05	\$13.83	\$14.64	\$15.49	10	\$1,386	\$1,474	\$1,569	\$1,671	\$1,781
Solid Waste	1 to 6 cubic yard bin	On-call per cubic yard per occurrence	n.a.	\$4.36	\$2.94	\$7.30	\$7.81	\$8.36	\$8.96	\$9.60	\$10.28	20	\$1,751	\$1,874	\$2,006	\$2,146	\$2,304

Solid Waste	10 cubic yard drop box	On-call	1.0	\$13.00	\$6.00	\$178.00	\$190.15	\$203.23	\$217.33	\$232.52	\$248.85	5	\$10,680	\$11,409	\$12,184	\$13,040	\$13,951
Solid Waste	20 cubic yard drop box	On-call	1.3	\$13.00	\$12.00	\$240.00	\$258.25	\$278.25	\$299.05	\$322.29	\$348.15	5	\$14,400	\$15,501	\$16,659	\$17,881	\$19,169
Solid Waste	30 cubic yard drop box	On-call	1.4	\$13.00	\$13.00	\$264.00	\$281.65	\$301.88	\$324.84	\$350.76	\$379.59	5	\$14,580	\$15,689	\$16,879	\$18,150	\$19,495
Solid Waste	40 cubic yard drop box	On-call	1.4	\$13.00	\$13.00	\$264.00	\$281.65	\$301.88	\$324.84	\$350.76	\$379.59	5	\$14,580	\$15,689	\$16,879	\$18,150	\$19,495
Solid Waste	3 cubic yard compactor	On-call	1.0	\$22.20	\$25.48	\$65.66	\$70.27	\$75.29	\$80.60	\$86.30	\$92.40	5	\$3,660	\$4,216	\$4,814	\$5,456	\$6,143
Solid Waste	6 cubic yard compactor	On-call	2.0	\$22.20	\$25.48	\$131.32	\$140.53	\$150.47	\$161.19	\$172.77	\$185.20	5	\$7,320	\$8,432	\$9,628	\$10,912	\$12,286
Solid Waste	10 cubic yard compactor	On-call	4.8	\$13.00	\$12.00	\$317.60	\$343.05	\$371.42	\$402.54	\$436.53	\$473.46	5	\$10,020	\$10,958	\$12,026	\$13,140	\$14,308
Solid Waste	20 cubic yard compactor	On-call	4.9	\$13.00	\$12.00	\$323.00	\$349.05	\$376.88	\$407.02	\$440.61	\$477.21	5	\$10,350	\$11,309	\$12,421	\$13,590	\$14,819
Recyclable Material	Extra 30-gallon bag collected on customer's regular collection day	On-call	n.a.	\$5.77	n.a.	\$5.77	\$6.14	\$6.54	\$6.96	\$7.42	\$7.93	10	\$693	\$737	\$785	\$836	\$890

Recyclable Material	Extra cart or 30-gallon bag collected on a day other than customer's regular collection day	On-call	n.a.	\$5.77	n.a.	\$5.77	\$6.14	\$6.54	\$6.96	\$7.42	\$7.93	10	\$693	\$737	\$785	\$836	\$890
Recyclable Material	1 to 6 cubic yard bin	On-call per cubic yard per occurrence	n.a.	\$3.65	n.a.	\$3.65	\$3.90	\$4.18	\$4.48	\$4.80	\$5.14	5	\$218	\$234	\$251	\$269	\$288

Recyclable Material	10 cubic yard drop box	On-call	1.0	\$85.00	n.a.	\$99.00	\$95.06	\$101.62	\$108.66	\$116.26	\$124.40	5	\$5,240	\$5,705	\$6,197	\$6,720	\$7,276
Recyclable Material	20 cubic yard drop box	On-call	1.3	\$125.00	n.a.	\$120.00	\$128.18	\$138.13	\$148.92	\$160.55	\$173.05	5	\$7,200	\$7,731	\$8,298	\$8,905	\$9,550
Recyclable Material	30 cubic yard drop box	On-call	1.4	\$125.00	n.a.	\$121.50	\$130.63	\$140.94	\$151.92	\$163.54	\$175.81	5	\$7,250	\$7,780	\$8,358	\$8,975	\$9,631

REVISED  
Rate Proposal Bid Form  
for City Facilities Collection and Processing Services  
Valid from October 1, 2012 to September 31, 2013

Bidder Name: USA Waste of California, Inc

5.00% 10.00%

Type of Service	Container	Service Frequency (Pick-Up/Week)	Effective Rate Factor	Operating Component	Disposal Component	Total Rate					Estimated Number of Containers in Service or On-Call/Other Occurrences per Month	Estimated Annual Rate Revenues - Year 1	Estimated Annual Rate Revenues - Year 2	Estimated Annual Rate Revenues - Year 3	Estimated Annual Rate Revenues - Year 4	Estimated Annual Rate Revenues - Year 5
						Year 1	Year 2	Year 3	Year 4	Year 5						
Recyclable Material	40 cubic yard dump box	On-call	1.4	\$125.00	n.a.	\$125.00	\$194.68	\$145.18	\$166.56	\$168.97	5	\$7,200	\$8,081	\$8,711	\$9,359	\$10,138
Recyclable Material	3 cubic yard compactor	On-call	1.0	\$32.83	n.a.	\$32.83	\$35.13	\$37.82	\$40.30	\$42.19	5	\$1,970	\$2,108	\$2,257	\$2,418	\$2,582
Recyclable Material	6 cubic yard compactor	On-call	2.0	\$81.66	n.a.	\$81.66	\$70.27	\$78.23	\$86.00	\$93.39	5	\$3,940	\$4,216	\$4,514	\$4,836	\$5,163
Recyclable Material	10 cubic yard compactor	On-call	4.8	\$164.50	n.a.	\$164.50	\$71.53	\$165.71	\$201.17	\$218.01	5	\$8,210	\$10,282	\$11,143	\$12,070	\$13,081
Recyclable Material	20 cubic yard compactor	On-call	4.9	\$161.50	n.a.	\$161.50	\$174.93	\$189.34	\$205.16	\$222.41	5	\$8,080	\$10,490	\$11,380	\$12,310	\$13,244

\* For extra service requested by City Facility above regularly scheduled services.

Temporary Drop Box Collection Service

Container Rental	roll-off racks boxes	Per day	n.a.	\$20.00	n.a.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	12	\$0	\$0	\$0	\$0	\$0
Container/Delivery/Pick-up	All racks box size	One-time fee for miles to and from City Facility	n.a.	\$25.00	n.a.	\$25.00	\$36.75	\$33.59	\$46.52	\$48.54	24	\$10,080	\$10,584	\$11,113	\$11,659	\$12,232
Collection	All racks box sizes	Per pick-up	n.a.	Use on-call per pick-up rates	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.						

\* Temporary service only. Container may not remain on site for more than 30 calendar days.

Other Services for City Facilities

Container/Cleaning	n.a.	Per occurrence	n.a.	\$30.00	n.a.	\$0.00	\$31.50	\$33.08	\$34.73	\$36.47	310	\$111,600	\$117,180	\$123,039	\$129,191	\$135,650
Cart rental (for ongoing, infrequent use at City Facilities)	32 gallon cart	Per month	n.a.	\$2.50	n.a.	\$2.50	\$2.83	\$2.76	\$2.89	\$3.04	50	\$1,500	\$1,575	\$1,654	\$1,736	\$1,823
In-office recycling service	32 gallon cart	Per month	n.a.	\$12.00	n.a.	\$12.00	\$12.80	\$13.23	\$13.69	\$14.59	0	\$0	\$0	\$0	\$0	\$0
In-office recycling service	64 gallon cart	Per month	n.a.	\$12.00	n.a.	\$12.00	\$12.80	\$13.23	\$13.69	\$14.59	0	\$0	\$0	\$0	\$0	\$0
In-office recycling service	96 gallon cart	Per month	n.a.	\$12.00	n.a.	\$12.00	\$12.80	\$13.23	\$13.69	\$14.59	51	\$7,344	\$7,711	\$8,087	\$8,502	\$8,927
Cart replacement cost (excluding fuel/loss/drain cart per year)	All cart sizes	Per occurrence	n.a.	\$58.00	n.a.	\$58.00	\$63.96	\$67.14	\$70.50	\$74.50	10	\$5,800	\$7,308	\$7,873	\$8,457	\$9,460

REVISED  
Rate Proposal Bid Form  
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Valid from October 1, 2012 to September 30, 2013

5.00%      10.00%

Type of Service	Container	Service Frequency (Pick-Up/Week)	Effective Rate Factor	Operating Component	Disposal Component	Total Rate - Total Rate				Estimated Number of Containers in Service of Or-Call/Other Occurrences per Month	Estimated Annual Rate Revenues - Year 1	Estimated Annual Rate Revenues - Year 2	Estimated Annual Rate Revenues - Year 3	Estimated Annual Rate Revenues - Year 4	Estimated Annual Rate Revenues - Year 5
						Year 1	Year 2	Year 3	Year 4						

**Special Events**

<b>Calls</b>															
Container Delivery/Pick-Up	All unit sizes	One-time fee for initial delivery to City Facility	n.a.	\$3.00	n.a.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Solid Waste	30 gallon cart	Per pick-up	1.0	\$18.00	\$7.00	\$25.00	\$28.50	\$28.32	\$30.15	\$32.13	\$16,000	\$15,950	\$16,999	\$18,053	\$19,277
Solid Waste	60 gallon cart	Per pick-up	1.0	\$18.00	\$7.00	\$25.00	\$28.50	\$28.32	\$30.15	\$32.13	\$16,000	\$15,950	\$16,999	\$18,053	\$19,277
Solid Waste	96 gallon cart	Per pick-up	1.0	\$18.00	\$7.00	\$25.00	\$28.50	\$28.32	\$30.15	\$32.13	\$16,000	\$15,950	\$16,999	\$18,053	\$19,277
Recyclable Materials	30 gallon cart	Per pick-up	1.0	\$12.50	n.a.	\$12.50	\$13.30	\$14.16	\$14.02	\$15.05	\$7,500	\$7,980	\$8,485	\$9,046	\$9,638
Recyclable Materials	60 gallon cart	Per pick-up	1.0	\$12.50	n.a.	\$12.50	\$13.30	\$14.16	\$14.02	\$15.05	\$7,500	\$7,980	\$8,485	\$9,046	\$9,638
Recyclable Materials	96 gallon cart	Per pick-up	1.0	\$12.50	n.a.	\$12.50	\$13.30	\$14.16	\$14.02	\$15.05	\$7,500	\$7,980	\$8,485	\$9,046	\$9,638
<b>Bins</b>															
Container Delivery/Pick-Up	All bin sizes	One-time fee for initial delivery to City Facility	n.a.	\$35.00	n.a.	\$35.00	\$36.75	\$38.49	\$40.52	\$42.54	\$21,000	\$22,060	\$23,153	\$24,310	\$25,526
Solid Waste	1 to 6 cubic yard container	Per cubic yard per pick-up	n.a.	\$4.76	\$2.94	\$7.30	\$7.81	\$8.36	\$8.96	\$9.60	\$4,377	\$4,884	\$5,016	\$5,373	\$5,759
Recyclable Materials	1 to 6 cubic yard container	Per cubic yard per pick-up	n.a.	\$3.65	n.a.	\$3.65	\$3.90	\$4.18	\$4.48	\$4.80	\$2,189	\$2,342	\$2,508	\$2,697	\$2,880

Bidder Name: USA Waste of California, Inc

5.00% 10.20%

REVISED  
Rate Proposal Bid Form  
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Valid from October 1, 2012 to September 30, 2013

Type of Service	Container	Service Frequency (Risk Up/Year)	Effective Rate Factor	Operating Component	Disposal Component	Total Rate - Year 1		Total Rate - Year 2		Total Rate - Year 3		Total Rate - Year 4		Total Rate - Year 5		Estimated Number of Containers or On-Call Calls per Month	Estimated Annual Revenues - Year 1	Estimated Annual Revenues - Year 2	Estimated Annual Revenues - Year 3	Estimated Annual Revenues - Year 4	Estimated Annual Revenues - Year 5
						Year 1	Year 2														

Drop Boxes	At drop box sizes	One-time fee for initial delivery to City	n.a.			\$39.00	\$36.75	\$39.50	\$40.52	\$42.54	10	\$4,200	\$4,410	\$4,631	\$4,862	\$5,105					
Solid Waste	10 cubic yard drop box	Per pick-up	1.0	\$113.00	\$85.00	\$178.00	\$190.15	\$203.23	\$217.33	\$232.52	4	\$8,544	\$9,127	\$9,765	\$10,432	\$11,131					
Solid Waste	20 cubic yard drop box	Per pick-up	1.3	\$113.00	\$172.00	\$240.00	\$258.35	\$278.25	\$298.85	\$322.29	4	\$14,520	\$12,401	\$13,395	\$14,433	\$15,518					
Solid Waste	30 cubic yard drop box	Per pick-up	1.4	\$113.00	\$190.00	\$242.00	\$251.65	\$271.88	\$293.84	\$327.59	4	\$11,684	\$12,559	\$13,530	\$14,594	\$15,729					
Solid Waste	40 cubic yard drop box	Per pick-up	1.4	\$113.00	\$197.00	\$250.00	\$259.35	\$280.35	\$312.16	\$337.93	4	\$12,000	\$12,929	\$13,937	\$15,032	\$16,221					
Recyclable Material	10 cubic yard drop box	Per pick-up	1.0	\$89.00	n.a.	\$89.00	\$92.08	\$101.62	\$108.66	\$116.26	4	\$4,272	\$4,564	\$4,878	\$5,216	\$5,580					
Recyclable Material	20 cubic yard drop box	Per pick-up	1.3	\$120.00	n.a.	\$120.00	\$129.16	\$139.13	\$146.62	\$161.65	4	\$5,760	\$6,200	\$6,678	\$7,199	\$7,764					
Recyclable Material	30 cubic yard drop box	Per pick-up	1.4	\$121.50	n.a.	\$121.50	\$130.63	\$140.94	\$151.92	\$163.84	4	\$5,832	\$6,280	\$6,765	\$7,282	\$7,834					
Recyclable Material	40 cubic yard drop box	Per pick-up	1.4	\$125.00	n.a.	\$125.00	\$134.58	\$145.18	\$156.58	\$168.97	4	\$6,000	\$6,464	\$6,968	\$7,516	\$8,110					
Container Load/Unload Service	n.a.	Per day	n.a.	\$100.00	n.a.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	25	\$0	\$0	\$0	\$0	\$0					

**REVISED**  
**Rate Proposal B4 Form**  
**for City Facilities Collection and Processing Services**  
**Valid from October 1, 2012 to September 30, 2015**

S.D.2015 10/01/15

Bidder Name: USA Waste of California, Inc

Type of Service	Container	Service Description (Pick-Up/Frequency)	Effective Rate Factor	Opening Component	Disposal Component	Total Rate - Total Rate					Estimated Number of Containers in Service or On-Call/Other Occurrences per Month	Estimated Annual Rate Revenues - Year 1	Estimated Annual Rate Revenues - Year 2	Estimated Annual Rate Revenues - Year 3	Estimated Annual Rate Revenues - Year 4	Estimated Annual Rate Revenues - Year 5
						Year 1	Year 2	Year 3	Year 4	Year 5						
<b>Total Estimated Annual Rate Revenue</b>																
Regular service to City Facilities (based on current service levels)																
On-call, temporary, and other service for City Facilities (based on hypothetical service needs)																
Special events collection service (based on hypothetical service needs)																
<b>Total</b>																
<b>Total Five-Year Cost</b>																
												\$498,377	\$469,222	\$502,501	\$538,426	\$577,226
												\$300,529	\$320,359	\$341,199	\$363,663	\$387,576
												\$164,858	\$175,831	\$187,625	\$200,309	\$213,958
												\$904,164	\$995,411	\$1,031,324	\$1,102,297	\$1,179,798
																<b>\$5,181,956</b>

May 4, 2012

**EXHIBIT B**  
**SERVICE INFORMATION FOR CITY FACILITIES**

**Exhibit B**  
**Service Information for City Facilities**  
(as of May 2012)

DEPT	Service Type:	Account	Pick Up Address	Billing Address (if Different)	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	# of Pick-Up Days	# of Containers per pickup	Container Size (CY)	Container Type	CY/Week	Service Comments
IT	Garbage	8853844000	1000 1st			X						2	1	3	Bin	6	Request Monday or Friday pick up
DOU	Garbage	2050144000	101 BERCLUT DR					X				1	2	3	Bin	6	
DOU	Garbage	2050144000	101 BERCLUT DR					X				1	1	4	Bin	4	
DOU	Garbage	2050144000	101 BERCLUT DR						X			1	1	4	Bin	4	
CCL	Garbage	7314734000	1100 14th St	1030 15th St, Suite 100			X					1	1	40	Compactor	40	
CCL	Garbage	7314734000	1100 14th St	1030 15th St, Suite 100	X		X		X			3	2	4	Bin	24	
Fire	Garbage	0331844000	1100 43rd Ave	5770 Freepport Blvd, Attn: Denise Pinkston		X						1	1	2	Bin	2	
Fire	Garbage	1543734000	1229 1st	5770 Freepport Blvd, Attn: Denise Pinkston		X						1	1	3	Bin	3	
Fire	Garbage	9089744000	1311 Bell Ave	5770 Freepport Blvd, Attn: Denise Pinkston			X					1	1	3	Bin	3	
Fire	Garbage	2410544000	1341 N C St	5770 Freepport Blvd, Attn: Denise Pinkston								1	1	2	Bin	2	
DOU	Garbage	9656844000	1391 35th Ave	Denise Pinkston				X				1	1	4	Bin	12	
DOU	Garbage	9656844000	1391 35th Ave	1391 35th Ave		X						1	3	4	Bin	30	Water Trmt Plant- Need gate code
DOU	Garbage	9656844000	1391 35th Ave	1391 35th Ave		X	X	X	X			5	2	4	Bin	40	
DOU	Garbage	5559297256	1401 Sutterville Rd	5730 24th St, Bldg 12	X	X	X	X	X	X		4	4	6	Bin	240	
CCL	Garbage	0673734000	1515 J St	1030 15th St, Suite 100	X		X					3	1	4	Bin	12	Memorial Auditorium
Fire	Garbage	8119444000	1591 NEWBOROUGH DR	5770 Freepport Blvd, Attn: Denise Pinkston					X			1	1	2	Bin	2	
Fire	Garbage	0627144000	1700 CHALLENGE WAY	5770 Freepport Blvd, Attn: Denise Pinkston						X		1	1	2	Bin	2	
Fire	Garbage	2042054000	1901 CLUB CENTER DR	5770 Freepport Blvd, Attn: Denise Pinkston			X					1	1	3	Bin	3	
Fire	Garbage	9457044000	1910 ARICA WAY	5770 Freepport Blvd, Attn: Denise Pinkston					X			1	1	4	Bin	4	
DGS	Garbage	3273866251	201 N St	5730 24th St, Bldg 1 Sac.		X		X				2	1	6	Bin	12	Crocker Park
CCL	Garbage	7600344000	2127 Front St	5730 24th St, Bldg 1 Sac.		X			X			2	2	4	Bin	16	Crocker Art Museum
DOU	Garbage	7874734000	216 O St			X						1	1	4	Bin	4	
Parks	Garbage	3301344000	2260 GLEN ELLEN CIR	4623 T St.		X						1	1	0.32	Cart (64 gal)	0.32	Aquatics - Monday pick up after 6:00am (service one in back of bldg only)
Parks	Garbage	3695444000	2450 MEADOWVIEW RD									1	1	4	Bin	4	
Fire	Garbage	3695444000	2450 MEADOWVIEW RD	5770 Freepport Blvd, Attn: Denise Pinkston		X		X				2	1	3	Bin	6	Community Ctr. Rear Enclosure
Parks	Garbage	9150844000	2512 RIO LINDA BLVD	5730 24th St, Bldg 12			X	X	X	X		6	1	6	Bin	36	Park Maintenance- La Raza "on call" pick up
CCL	Garbage	6931844000	2710 RAMP WAY		X		X		X			3	3	3	Bin	27	
CCL	Garbage	6931844000	2710 RAMP WAY		X				X			1	8	0.48	Cart (96 gal)	3.84	

**Exhibit B**  
**Service Information for City Facilities**  
 (as of May 2012)

DEPT	Service Type:	Account	Pick Up Address	Billing Address (if Different)	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	# of Pick-Up Days	# of Containers per pickup	Container Size (CY)	Container Type	CY/Week	Service Comments
Parks	Garbage	4014551412	2921 Truxel Rd	5770 Freeport Blvd. Attn: Denise Pinkston	X	X						1	1	4	Bin	4	Community Centers
Fire	Garbage	7137044000	300 ARDEN WAY	5730 24th St. Bldg 1 Sac, CA 95822		X						1	1	4	Bin	4	
DGS	Garbage	6799990374	300 Richards Blvd	5730 24th St. Bldg 1 Sac, CA 95822		X			X			2	1	4	Bin	8	All DGS billing goes to 5730 24th St. Bldg 1 Sac, CA 95822
DGS	Garbage	6799990374	300 Richards Blvd	5730 24th St. Bldg 1 Sac, CA 95822					X			1	1	4	Bin	4	
Fire	Garbage	3991344000	3145 GRANADA WAY	5770 Freeport Blvd. Attn: Denise Pinkston				X				1	4	0.48	Cart (96 gal)	1.92	Fire Station 4
Fire	Garbage	8883734000	3230 J St	5770 Freeport Blvd. Attn: Denise Pinkston				X				1	1	6	Bin	6	
Parks	Garbage	2184444000	3271 MARYSVILLE BLVD	3271 MARYSVILLE BLVD					X			1	1	3	Bin	3	Community Centers
Fire	Garbage	3947344000	3301 Lulliard Dr	5770 Freeport Blvd. Attn: Denise Pinkston				X				1	1	2	Bin	2	
Fire	Garbage	1250644000	3301 MARTIN L KING BLVD	5770 Freeport Blvd. Attn: Denise Pinkston					X			1	1	3	Bin	3	
Parks	Garbage	8250644000	3425 MARTIN L KING BLVD	4623 T St.		X						1	1	4	Bin	4	Community Centers
Parks	Garbage	1561889871	3450 LONGVIEW DR	2450 Meadoview Rd					X			1	3	6	Bins	18	
Parks	Garbage	1390544000	3525 NORWOOD AVE						X			1	1	3	Bin	3	Community Centers
Police	Garbage	3284444000	3550 MARYSVILLE BLVD						X			2	1	4	Bin	8	
Fire	Garbage	4447244839	3720 47TH AVE	5770 Freeport Blvd. Attn: Denise Pinkston					X			1	1	3	Bin	3	
Fire	Garbage	3929264600	4201 EL CENTRO RD	5770 Freeport Blvd. Attn: Denise Pinkston					X			1	1	3	Bin	3	
Fire	Garbage	2161834000	4500 24TH ST	5770 Freeport Blvd. Attn: Denise Pinkston				X				1	1	2	Bin	2	
Parks	Garbage	0682844000	4623 T St	5305 FRANKLIN BLVD				X				2	1	4	Bin	8	Community Centers
Police	Garbage	9307744000	5303 FRANKLIN BLVD	5770 Freeport Blvd. Attn: Denise Pinkston					X			2	2	3	Bin	12	
Fire	Garbage	3702934000	5642 66TH ST	5770 Freeport Blvd. Attn: Denise Pinkston					X			1	1	2	Bin	2	
Parks	Garbage	5769844000	5699 S LAND PARK DR	5730 24th St. Bldg 1 Sac, CA 95822		X						1	1	3	Bin	3	Bell Coolidge Community Center
Parks	Garbage	5769844000	5699 S LAND PARK DR	5730 24th St. Bldg 1 Sac, CA 95822		X						2	5	6	Bin	60	Community Centers
DGS	Garbage	4661834000	5730 24th St	5730 24th St. Bldg 1 Sac, CA 95822								1	3	40	roll off bin	120	(3) 40 yd bins. Metal, wood/grn waste
DGS	Garbage	4661834000	5730 24th St	5730 24th St. Bldg 1 Sac, CA 95822		X						1	3	3	Bin	9	
DGS	Garbage	4661834000	5730 24th St	5730 24th St. Bldg 1 Sac, CA 95822		X						1	3	4	Bin	12	
DGS	Garbage	9389244000	5770 Freeport	5730 24th St. Bldg 1 Sac, CA 95822			X					1	3	4	Bin	12	North End of Bldg. in Parking Lot)
Fire	Garbage	5848244000	5801 FLORIN PERKINS RD	5770 Freeport Blvd. Attn: Denise Pinkston					X			1	1	3	Bin	3	
Fire	Garbage	4243734000	5990 H ST	5770 Freeport Blvd. Attn: Denise Pinkston		X						1	1	2	Bin	2	

**Exhibit B**  
**Service Information for City Facilities**  
(as of May 2012)

DEPT	Service Type:	Account	Pick Up Address	Billing Address (if Different)	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	# of Pick-Up Days	# of Containers per pickup	Container Size (CY)	Container Type	CV/Week	Service Comments
Parks	Garbage	3325844000	601 ALHAMBRA BLVD	5730 24th St. Bldg 12				X				1	4	0.48	Cart (96 gal)	1.92	Mckinley Park- Parks Maintenance/5am pickup or dump required
Parks	Garbage	4292844000	6207 LOGAN ST	5770 Freeport Blvd. Attn:			X					1	1	4	Bin	4	Community Centers
Fire	Garbage	0835734000	624 Q ST	Denise Pinkston						X		1	1	2	Bin	2	
Fire	Garbage	4806744000	6500 WYNDHAM DR	5770 Freeport Blvd. Attn:							X	1	1	2	Bin	2	
Fire	Garbage	2813144000	731 BROADWAY	Denise Pinkston					X			1	1	2	Bin	2	
Fire	Garbage	9271834000	7363 24TH ST	5770 Freeport Blvd. Attn:					X			1	1	2	Bin	2	
Police	Garbage	1941054000	7397 San Joaquin St	Denise Pinkston					X			1	1	3	Bin	3	
Fire	Garbage	1419788320	746 N MARKET BLVD	5770 Freeport Blvd. Attn:					X			1	1	2	Bin	2	
DOU	Garbage	8656844000	7501 COLLEGE TOWN DR	Denise Pinkston		X			X			2	2	4	Bin	16	Need Gate Code
DOU	Garbage	8656844000	7501 COLLEGE TOWN DR	Denise Pinkston		X			X			1	1	1	Bin	1	
Fire	Garbage	0228244000	785 FLORIN RD	5770 Freeport Blvd. Attn:					X			1	1	2	Bin	2	
Parks	Garbage	3803844000	915 27TH ST	Denise Pinkston					X			1	1	4	Bin	4	Community Centers (Marshall Park)
DGS	Garbage	1443734000	915 I St	5730 24th St. Bldg 1 Sac, CA 95822		X			X			2	2	3	Bin	12	Call for Access # 808-1301, 808-1306 after 6:30AM call Cell 869-6847
DGS	Garbage	2795273264	918 DEL PASO RD	5730 24th St. Bldg 1 Sac,		X			X			1	2	20	Bin	40	
DGS	Garbage	2795273264	918 DEL PASO RD	5730 24th St. Bldg 1 Sac,		X			X			1	1	4	Bin	4	City building may be closed; garbage collection service may no longer be required
DGS	Garbage	5397734000	921 10th St			X			X			3	1	4	Bin	12	City building may be closed; garbage collection service may no longer be required
	Garbage	n/a	NW Corner Rio Linda & Bell									0	1	4	Bin	Error	Water Training Site for City; City to verify service frequency
Parks	G-TRLR	n/a	18th St & Park Rd	5730 24th St. Bldg 12	X	X	X	X	X	X		4	10	5	Trailer	200	William Land Corp Yard Must be after 5:30 am. (Parks)
CCL	G-TRLR	4562179166	1920 Front St	922 2nd Ave., Suite 200	X	X	X	X	X	X		4	4	5	Trailer	80	Owned by Old Sac
DOU	G-TRLR	7452834000	20 28TH ST	5730 24th St. Bldg 12	X	X	X	X	X	X		4	13	5	Trailer	260	5am pickup or dump required. Parks-Sutters Landing
	G-TRLR	n/a	2nd St & N St			X		X				2	2	5	Trailer	20	Off Street Parking- Early pickup only
DGS	G-TRLR	3702735475	300 Richards Blvd	5730 24th St. Bldg 1					X	X		1	1	5	Trailer	5	
DGS	G-TRLR	4661834000	5730 24th St	5730 24th St. Bldg 1	X	X	X	X	X	X		4	17	5	Trailer	340	5am pickup/dump required (parks)
DGS	G-TRLR	9146321730	918 DEL PASO RD	5730 24th St. Bldg 1	X	X	X	X	X	X		4	21	5	Trailer	420	5am pickup/dump required (parks maintenance) North Area Corp Yard
	G-TRLR	n/a	Pump Station # 3476		X	X	X	X	X	X		2	5	5	Trailer	50	Pump Station at Bill Conlin
IT	Recycling	8853844000	1000 I St		X	X	X	X	X	X		1	1	3	Bin	3	Request Monday or Friday pick up

**Exhibit B**  
**Service Information for City Facilities**  
(as of May 2012)

DEPT	Service Type:	Account	Pick Up Address	Billing Address (if Different)	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	# of Pick-Up Days	# of Containers per pickup	Container Size (CY)	Container Type	CV/Week	Service Comments
IT	Recycling	8853844000	1000 1st		X							1	3	0.48	Cart	1.44	Request Monday or Friday pick up
DOU	Recycling	2050144000	101 BERCLUT DR				X					1	1	4	Bin	4	
CCL	Recycling	7314734000	1030 15th St. Suite 100 & 250	1030 15th St. Suite 100			X					1	2	0.48	Cart (96 gal)	0.96	Convention Center Administration Bldg. Needs to continue being "in-office" pick-up.
CCL	Recycling	7314734000	1100 14th St	1030 15th St. Suite 100				X				3	2	4	Bin	24	
CCL	Recycling	7314734000	1100 14th St	1030 15th St. Suite 100					X			1	2	0.48	Cart (96 gal)	0.96	Convention Center
Fire	Recycling	0331844000	1100 43rd Ave	5770 Freeport Blvd. Attn: Denise Pinkston		X						1	2	0.48	Cart (96 gal)	0.96	
Fire	Recycling	1543734000	1229 1st	5770 Freeport Blvd. Attn: Denise Pinkston		X						1	1	0.48	Cart (96 gal)	0.48	
Fire	Recycling	9089744000	1311 Bell Ave	5770 Freeport Blvd. Attn: Denise Pinkston			X					1	2	0.48	Cart (96 gal)	0.96	
Fire	Recycling	2410544000	1341 N C St	5770 Freeport Blvd. Attn: Denise Pinkston			X					1	1	0.48	Cart (96 gal)	0.48	
DOU	Recycling	9656844000	1391 35th Ave	1391 35th Ave			X					1	1	3	Bin	3	
DOU	Recycling	9656844000	1391 35th Ave	1391 35th Ave			X					1	1	4	Bin	4	
DOU	Recycling	9656844000	1391 35th Ave	1391 35th Ave			X					1	8	0.48	Cart (96 gal)	3.84	
CCL	Recycling	0673734000	1515 1st	1030 15th St. Suite 100		X						1	1	3	Bin	3	
CCL	Recycling	0673734000	1515 1st	1030 15th St. Suite 100			X					1	1	4	Bin	4	
Fire	Recycling	8119444000	1591 NEWBOROUGH DR	5770 Freeport Blvd. Attn: Denise Pinkston		X						1	2	0.48	Cart (96 gal)	0.96	
Fire	Recycling	0627144000	1700 CHALLENGE WAY	5770 Freeport Blvd. Attn: Denise Pinkston			X					1	2	0.48	Cart (96 gal)	0.96	
Fire	Recycling	2042054000	1901 CLUB CENTER DR	5770 Freeport Blvd. Attn: Denise Pinkston			X					1	2	0.48	Cart (96 gal)	0.96	
Fire	Recycling	9457044000	1910 ARLICA WAY	5770 Freeport Blvd. Attn: Denise Pinkston			X					1	2	0.48	Cart (96 gal)	0.96	Fire Station 70
DGS	Recycling	7600344000	2127 Front St	5730 24th St. Bldg 1	X			X				2	1	4	Bin	8	
CCL	Recycling	7874734000	216 O St	5730 24th St. Bldg 1	X			X				2	1	3	Bin	6	
DOU	Recycling	3301344000	2260 GLEN ELLEN CIR	4623 T St.	X				X			1	2	0.48	Cart (96 gal)	0.96	
Parks	Recycling	3695444000	2450 MEADOWVIEW RD	4623 T St.			X					1	1	4	Bin	4	Aquatics
Parks	Recycling	3695444000	2450 MEADOWVIEW RD	4623 T St.			X					1	1	3	Bin	3	Community Centers
Fire	Recycling	9150844000	2512 RIO LINDA BLVD	5770 Freeport Blvd. Attn: Denise Pinkston		X						1	5	0.48	Cart (96 gal)	2.4	
CCL	Recycling	6931844000	2710 RAMIP WAY				X					1	1	0.48	Cart (96 gal)	0.48	
Projects	Recycling	5193693414	2812 MEADOWVIEW RD		X							1	1	4	Bin	4	
Parks	Recycling	4014551412	2921 Truxel Rd			X						1	1	3	Bin	3	
DGS	Recycling	6799990374	300 Richards Blvd	5730 24th St. Bldg 1			X					1	1	4	Bin	4	
DGS	Recycling	6799990374	300 Richards Blvd	5730 24th St. Bldg 1	X							1	10	0.48	Cart (96 gal)	4.8	

**Exhibit B**  
**Service Information for City Facilities**  
 (as of May 2012)

DEPT	Service Type:	Account	Pick Up Address	Billing Address (if Different)	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	# of Pick-Up Days	# of Containers per pickup	Container Size (CY)	Container Type	CY/Week	Service Comments
Fire	Recycling	3991344000	3145 GRANADA WAY	5770 Freepport Blvd. Attn: Denise Pinkston				X				1	2	0.48	Cart (96 gal)	0.96	
DOT	Recycling	9739265683	324 K ST	5730 24th St. Bldg 1		X						1	1	0.48	Cart (96 gal)	0.48	
Fire	Recycling	3947344000	3301 Lulliard Dr	5770 Freepport Blvd. Attn: Denise Pinkston			X					1	2	0.48	Cart (96 gal)	0.96	
Fire	Recycling	1230644000	3301 MARTIN L KING BLVD	5770 Freepport Blvd. Attn: Denise Pinkston					X			1	1	0.48	Cart (96 gal)	0.48	
Parks	Recycling	8250644000	3425 MARTIN L KING BLVD	2450 Meadowview Rd				X				1	1	3	Bin	3	Community Centers
Parks	Recycling	1390544000	3525 NORWOOD AVE				X					1	1	3	Bin	3	Community Centers
Police	Recycling	3284444000	3550 MARYSVILLE BLVD				X					1	1	3	Bin	3	
Fire	Recycling	4447244839	3720 47TH AVE	5770 Freepport Blvd. Attn: Denise Pinkston			X					1	2	0.48	Cart (96 gal)	0.96	
Fire	Recycling	3929264600	4201 EL CENTRO RD	5770 Freepport Blvd. Attn: Denise Pinkston					X			1	1	0.48	Cart (96 gal)	0.48	
Fire	Recycling	2161834000	4500 24TH ST	5770 Freepport Blvd. Attn: Denise Pinkston						X		1	1	0.48	Cart (96 gal)	0.48	
Parks	Recycling	0682844000	4623 T ST								X	1	1	4	Bin	4	Community Centers
Parks	Recycling	5769844000	5699 S LAND PARK DR						X			1	1	3	Bin	3	Community Centers
DGS	Recycling	4661834000	5730 24th St	5730 24th St. Bldg 1		X						1	1	3	Bin	3	Community Centers
DGS	Recycling	9389244000	5770 Freepport	5730 24th St. Bldg 1					X			1	8	3	Bin	24	
DGS	Recycling	9389244000	5770 Freepport	5730 24th St. Bldg 1					X			1	1	4	Bin	4	One City Bin in South Enclosure
DGS	Recycling	9389244000	5770 Freepport Blvd.	5730 24th St. Bldg 1			X					1	1	0.48	Cart (96 gal)	3.36	
Fire	Recycling	4243734000	5990 H ST	5770 Freepport Blvd. Attn: Denise Pinkston			X					1	2	0.48	Cart (96 gal)	0.96	
Parks	Recycling	4292844000	6207 LOGAN ST							X		1	1	3	Bin	3	Community Centers
Fire	Recycling	0835734000	624 Q ST	5770 Freepport Blvd. Attn: Denise Pinkston					X			1	2	0.48	Cart (96 gal)	0.96	
Fire	Recycling	4806744000	6500 WYNDHAM DR	5770 Freepport Blvd. Attn: Denise Pinkston							X	1	2	0.48	Cart (96 gal)	0.96	
Fire	Recycling	2813144000	731 BROADWAY	5770 Freepport Blvd. Attn: Denise Pinkston						X		1	2	0.48	Cart (96 gal)	0.96	
Fire	Recycling	9271834000	7363 24TH ST	5770 Freepport Blvd. Attn: Denise Pinkston			X					1	1	0.48	Cart (96 gal)	0.48	
Police	Recycling	1941054000	7397 San Joaquin St	5770 Freepport Blvd. Attn: Denise Pinkston				X				1	1	0.48	Cart (96 gal)	0.48	
Fire	Recycling	1419788320	746 N MARKET BLVD	5770 Freepport Blvd. Attn: Denise Pinkston					X			1	1	0.48	Cart (96 gal)	0.48	
DOU	Recycling	8656844000	7501 COLLEGE TOWN DR	5770 Freepport Blvd. Attn: Denise Pinkston				X				1	1	4	Bin	4	
Fire	Recycling	0228244000	785 FLORIN RD	5770 Freepport Blvd. Attn: Denise Pinkston					X			1	2	0.48	Cart (96 gal)	0.96	
Fire	Recycling	1842874362	7927 EAST PKWY	5770 Freepport Blvd. Attn: Denise Pinkston			X					1	1	0.48	Cart (96 gal)	0.48	Fire Station 57

**Exhibit B**  
**Service Information for City Facilities**  
(as of May 2012)

DEPT	Service Type:	Account	Pick Up Address	Billing Address (if Different)	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	# of Pick-Up Days	# of Containers per pickup	Container Size (CY)	Container Type	CV/Week	Service Comments
Parks	Recycling	5596617153	8178 Belvedere Ave	P.O. Box 245750 Sac, CA			X		X			1	1	3	Bin	3	
Parks	Recycling	3803844000	915 27TH ST						X			1	1	0.48	Cart (96 gal)	0.48	Community Centers
DGS	Recycling	1443734000	915 I St						X	X		4	1	4	Bin	16	
DGS	Recycling	2795273264	918 DEL PASO RD				X					1	1	4	Bin	4	

## **EXHIBIT C LIVING WAGE ORDINANCE REQUIREMENTS**

### **The Living Wage Ordinance**

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

### **Contracts and Contractors Covered by the LWO**

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

#### Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

#### Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

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### Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.<sup>1</sup>

### Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

### Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

## **Payment of Living Wage to Covered Employees**

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.<sup>2</sup>

The minimum compensation required is as follows:

- 
- <sup>1</sup> The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:
- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
  - (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.
- <sup>2</sup> A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

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- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
  - (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
  - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.
  
- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
  - (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
  - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

### **Notification to Covered Employees**

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

**This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at [www.cityofsacramento.org](http://www.cityofsacramento.org).**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

### **Subcontractor Compliance**

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

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## **Other Provisions of the LWO**

### Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

### No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

### No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

### No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

## **Violations and Monitoring**

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

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### **Declaration of Compliance**

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY=s execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

### **Additional Information**

- X For a complete description of the LWO=s provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at [www.cityofsacramento.org](http://www.cityofsacramento.org).
- X For more information on the LWO requirements and the CITY=s LWO program, contact Procurement Services, 916-808-6240.

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**EXHIBIT D  
DECLARATION OF COMPLIANCE  
Living Wage Ordinance**

Name of Contractor: USA Waste of California, Inc.

Address: 11931 Fountain Place, Suite 200, Gold River, CA 95670

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit C.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.
8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

  
Signature of Authorized Representative

Date: 6-5-12

Print name: Alejandro Oseguera

Title: Area Vice President

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## **EXHIBIT E**

### **REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

#### **INTRODUCTION**

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

#### **APPLICATION**

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

#### **DEFINITIONS**

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of

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espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

### **CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.
- (b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

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## ATTACHMENT A



### YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

#### **You May . . .**

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento  
Procurement Services Division  
5730 24<sup>th</sup> Street, Bldg. 1  
Sacramento, CA 95822

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- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages- Reasonable attorney's fees and costs

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**ATTACHMENT B**



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S**

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS  
ORDINANCE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

**You May . . .**

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Procurement Services Division  
5730 24<sup>th</sup> Street, Bldg. 1  
Sacramento, CA 95822
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

**Discrimination and Retaliation Prohibited.**

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

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**You May Also . . .**

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address, containing the details of the alleged violation.

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## EXHIBIT F EQUAL BENEFITS DECLARATION

### DECLARATION OF COMPLIANCE Equal Benefits Ordinance

Name of Contractor: USA Waste Of California, Inc.

Address: 11931 Fountain Place, Suite 200, Gold River, CA 95670

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
  - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
  - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

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- d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
  - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
  - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
  - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
  - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
  - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other

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liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

6-5-12

Date

Alejandro Oseguera

Print Name

Area Vice President

Title



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The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: USA Waste of California, Inc.

BY: *Alexander Cuzco* *Vice President* Date: *6-5-12*  
Signature Title

Effects of violations: a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the Contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five (5) years.

