

# Exhibit A – Single-Family Services

## A.1 Source Separated Recyclable Materials Collection (Blue Container Collection)

Contractor shall Collect Source Separated Recyclable Materials placed in Contractor-provided Blue Carts (or otherwise placed in accordance with this Section) one (1) time per week from Single-Family Customers, and shall Transport all Source Separated Recyclable Materials to the Approved Source Separated Recyclable Materials Processing Facility for Processing.

- Containers:** Carts
- Container Sizes:** 96-gallon Blue Carts  
Contractor shall provide Single-Family Customers with one (1) Blue Container.
- Container Type:** Single compartment
- Service Frequency:** One (1) time per week on the same day as SSGCOW and Gray Container Waste Collection services.
- Service Location:** Curbside
- Acceptable Materials:** Source Separated Recyclable Materials
- Prohibited Materials:** Materials designated for the Gray Container, materials designated as acceptable SSGCOW, Excluded Waste

## A.2 SSGCOW Collection (Green Container Collection)

Contractor shall Collect SSGCOW placed in Contractor-provided Green Carts (or otherwise placed in accordance with this Section) one (1) time per week from Single-Family Customers, and Transport all SSGCOW to the Approved Organic Waste Processing Facility for Processing.

- Containers:** Carts
- Container Sizes:** 64- and 96-gallon Green Carts  
Contractor shall provide Single-Family Customers with one (1) Green Container.
- Container Type:** Single compartment
- Service Frequency:** One (1) time per week on the same day as Source Separated Recyclable Materials and Gray Container Waste Collection service.

- Service Location:** Curbside
- Acceptable Materials:** SSGCOW (including Yard Trimmings and Food Waste)
- Prohibited Materials:** Materials designated as acceptable Source Separated Recyclable Materials, materials designated for the Gray Container, Excluded Waste
- Other Requirements:** Size requirements: SSGCOW placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit in the provided Cart.

### A.3 Gray Container Waste Collection (Gray Container Collection)

Contractor shall Collect Gray Container Waste placed in Contractor-provided Gray Carts one (1) time per week from Single-Family Customers and Transport all Gray Container Waste to the Approved Disposal Facility for Disposal.

- Containers:** Carts
- Container Sizes:** 20-, 32-, 64-, and 96-gallons Gray Carts (or comparable sizes approved by the City) as requested by Customer
- Standard Container is a 64-gallon Cart, unless Customer requests an alternative size.
- Contractor shall provide Single-Family Customers with one (1) Gray Container.
- Container Type:** Single compartment
- Service Frequency:** One (1) time per week on the same day as Source Separated Recyclable Materials and SSGCOW collection service or one (1) time every-other-week (EOW) on the same day as Source Separated Recyclable Materials and SSGCOW collection service.
- Service Location:** Curbside
- Acceptable Materials:** Gray Container Waste
- Prohibited Materials:** Materials designated as acceptable Source Separated Recyclable Materials, materials designated for acceptable SSGCOW, Excluded Waste

**Other Requirements:** None

#### A.4 On-Call Bulky Waste Collection service

Contractor shall collect Bulky Waste Collection from Single-Family Customers. Single-Family Customers may dispose Bulky Waste curbside up to two (2) times per year in an amount no greater than three (3) cubic yards per collection. Bulky Waste shall be transported and disposed at an Approved or Designated Facility.

#### A.5 Residential Rates

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# Exhibit B – Multi-Family and Commercial Services

## B.1 Source Separated Recyclable Materials Collection (Blue Container Collection)

Contractor shall Collect Source Separated Recyclable Materials placed in Contractor-provided Blue Containers from Multi-Family and Commercial Customers, and shall Transport all Source Separated Recyclable Materials to the Approved Source Separated Recyclable Materials Processing Facility for Processing. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency. Source Separated Recyclable Materials Collection services shall be provided by Contractor to Multi-Family and Commercial Customers that enroll for Gray Container Collection service.

- Containers:** Carts
- Container Sizes:** 96-gallon Blue Carts  
Contractor shall provide Multi-Family and Commercial Premises with Container(s) consistent with the Customer’s Service Level.
- Container Type:** Single compartment
- Service Frequency:** Up to three (3) times per week but not less than one (1) time per week for each Customer. The Contractor shall provide the specific Collection frequency within this range as requested by Customer.
- Service Location:** Curbside or other Customer-selected service location (including but not limited to an on-site enclosure) at the Multi-Family or Commercial Premises; Contractor shall charge City-approved Rates if the service location is greater than ten (10) feet from the nearest point that a Collection vehicle can access from a paved surface.  
  
Contractor shall provide on-Premises service at no additional charge for Multi-Family Customers with two (2) or more dwelling units.
- Acceptable Materials:** Source Separated Recyclable Materials
- Prohibited Materials:** Materials designated for the Gray Container, materials designated as acceptable SSGCOW, Excluded Waste

**Other Requirements:** New service: Contractor shall contact each and every Multi-Family and Commercial Customer in advance of the commencement of new Recyclable Material Collection Service to determine appropriate Container sizes and service frequency. New service shall be initiated for all Customers unless received de minimis waivers or physical space waivers.

Service Level Assessment: If Contractor observes a situation in which a Service Level adjustment may be warranted for a Customer's needs, compliance with SB 1383 Regulations, or to manage environmental impacts associated with Collection efficiency, Contractor may recommend a Service Level adjustment for the Customer to the City. The City will review the Customer's Service Level and engage with the Customer to make a final determination of appropriate Service Levels. If Service Level changes are warranted, Contractor shall adjust Service Levels within fourteen (14) days of request.

Container access: Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers, and shall charge City-approved Rates for such service. A push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle and push/pull of the Container to its original location will be provided at no additional charge to the Customer.

Contamination: Contractor may refuse to Collect a Blue Container that contains Prohibited Container Contaminants if Contractor complies with the contamination noticing process described in Section 5.2 of this Agreement. For Customers with repeated incidents of contamination, Contractor may assess a contamination processing fee in accordance with Section 5.2 of this Agreement.

## B.2 SSGCOW Collection (Green Container Collection)

Contractor shall Collect SSGCOW in Contractor-provided Green Containers not less than one (1) time per week from Multi-Family and Commercial Customers, and shall Transport all SSGCOW to the Approved Organic Waste Processing Facility for Processing. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency. SSGCOW Collection services shall be provided by

Contractor to Multi-Family and Commercial Customers that enroll in Gray Container Collection service at no additional charge to Customer or at City-approved Rates.

- Containers:** Carts
- Container Sizes:** 64- and 96-gallon Green Carts  
Contractor shall provide Multi-Family and Commercial Premises with Container(s) consistent with each Customer's Service Level.
- Container Type:** Single compartment
- Service Frequency:** Up to three (3) times per week but not less than one (1) time per week for each Customer. The Contractor shall provide the specific Collection frequency within this range as requested by Customer.
- Service Location:** Curbside or other Customer-selected service location at the Multi-Family or Commercial Premises; Contractor shall charge an additional City-approved Rate if the service location is greater than ten (10) feet from the nearest point that a Collection vehicle can access from a paved surface.  
  
Contractor shall provide on-Premises service at no additional charge for Multi-Family Customers with two (2) or more dwelling units.
- Acceptable Materials:** SSGCOW (including Yard Trimmings and Food Waste)
- Prohibited Materials:** Materials designated as acceptable Source Separated Recyclable Materials, materials designated for the Gray Container, Excluded Waste
- Other Requirements:** New Service: Contractor shall contact each and every Multi-Family and Commercial Customer in advance of the commencement of new SSGCOW Collection Service to determine appropriate Container sizes and service frequency. New service shall be initiated for all Customers unless received de minimis waivers or physical space waivers.  
  
Service Level Assessment: If Contractor observes a situation in which a Service Level adjustment may be warranted for a Customer's needs, compliance with SB 1383 Regulations, or to

manage environmental impacts associated with Collection efficiency, Contractor may recommend a Service Level adjustment for the Customer to the City. The City will review the Customer's Service Level and engage with Customer to make a final determination of appropriate Service Levels. If Service Level changes are warranted, Contractor shall adjust Service Levels within fourteen (14) days of request.

Size requirements: SSGCOW placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit in the provided Cart or Bin.

Container access: Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers, and shall charge the City-approved Rates for such service. A push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle and push/pull of the Container to its original location will be provided at no additional charge to the Customer.

Contamination: Contractor may refuse to Collect a Green Container that contains Prohibited Container Contaminants if Contractor complies with the contamination noticing process described in Section 5.2 of this Agreement. For Customers with repeated incidents of contamination, Contractor may assess a contamination processing fee in accordance with Section 5.2 of this Agreement.

### B.3 Gray Container Waste Collection (Gray Container Collection)

Contractor shall Collect Gray Container Waste placed in Contractor-provided Gray Containers not less than one (1) time per week from Multi-Family and Commercial Customers and Transport all Gray Container Waste to the Approved Disposal Facility for Disposal. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency.

**Containers:** Carts, Bins, Drop Boxes, Compactors

**Container Sizes:** Sizes described in Container definitions

Contractor shall provide Multi-Family and Commercial Premises with Container(s) consistent with each Customer's Service Level.

**Container Type:** Single compartment

**Service Frequency:** Up to three (3) times per week but not less than one (1) time per week for each Customer. The Contractor shall provide the specific Collection frequency within this range as requested by Customer.

For Customers that receive Collection frequency waivers pursuant to Section 5.6 of the Agreement, Collection shall be provided one (1) time every two (2) weeks on the same day as SSGCOW and Source Separated Recyclable Materials Collection services.

**Service Location:** Curbside or other Customer-selected service location at the Multi-Family or Commercial Premises; Contractor shall charge additional City-approved Rates if the service location is greater than ten (10) feet from the nearest point that a Collection vehicle can access from a paved surface.

Contractor shall provide on-Premises service at no additional charge for Multi-Family Customers with two (2) or more dwelling units.

**Acceptable Materials:** Gray Container Waste

**Prohibited Materials:** Materials designated as acceptable Source Separated Recyclable Materials, materials designated as acceptable SSGCOW, Excluded Waste

**Additional Service:** Special pick-ups: Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, shall be provided by Contractor at a City-approved Rate.

**Other Requirements:** New service: Contractor shall contact each and every Multi-Family and Commercial Customer in advance of the commencement of new Collection Service to determine appropriate Container sizes and service frequency. New service shall be initiated for all Customers.



Service Level Assessment: If Contractor observes a situation in which a Service Level adjustment may be warranted for a Customer's needs, compliance with SB 1383 Regulations, or to manage environmental impacts associated with Collection efficiency, Contractor may recommend a Service Level adjustment for the Customer to the City. The City will review the Customer's Service Level and engage with Customer to make a final determination of appropriate Service Levels. If Service Level changes are warranted, Contractor shall adjust Service Levels within fourteen (14) days of request.

Container access: Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers, and shall charge the City-approved Rates for such service. A push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle and push/pull of the Container to its original location will be provided at no additional charge to the Customer.

#### **B.4 On-Call Bulky Waste Collection service**

Contractor shall collect Bulky Waste Collection from Multi-Family Customers. This service shall be provided on an on-call basis. Multi-Family Customers may dispose Bulky Waste curbside up to two (2) times per year in an amount no greater than 0.5 cubic yards per individual unit per collection. Bulky Waste Collection services shall be provided to Customers within five (5) business days of the request. Bulky Waste shall be transported and disposed at an Approved or Designated Facility.

#### **B.5 Commercial and Industrial Rates**

# Exhibit C – Other Special Services

C.1 Emergency Services Rates

C.2 CRV Redemption Center Rate

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# Exhibit D – Processing, Transfer, and Disposal Services

Contractor has selected and arranged for Discarded Materials to be Transported to Approved Facilities for Transfer, Processing, and/or Disposal in accordance with this Exhibit. The Approved Facilities shall comply with the standards specified in this Exhibit. Pursuant to Section 5 of the Agreement, if the Contractor does not own or operate one or more of the Approved Facilities, Contractor shall enter into a subcontract agreement with the owner or Facility operator of such Approved Facility(ies) and the requirements of Section 6.1 of the Agreement and this Exhibit shall pertain to the Subcontractor(s).

Note that Contractor, by definition in Article 1 of the Agreement, includes Affiliates, DBAs, and Subcontractors. As a result, requirements of Section 5 of the Agreement and this Exhibit shall pertain to Affiliate(s) and Subcontractors providing Facility-related services.

## D.1 General Requirements

- A. **Overview.** Contractor agrees to Transport Discarded Materials it Collects in the City to an appropriate Approved Facility(ies) for Transfer, Processing, or Disposal, as applicable for each type of Discarded Material. As of the Commencement Date of this Agreement, the Approved Facilities, which were selected by Contractor and reviewed and approved by the City, are listed in the table on the following page and in the definitions in Article 1 of this Agreement. Contractor will perform all Transfer, Processing, and Disposal services at Approved Facilities in accordance with Applicable Law, standard industry practice, and specifications and other requirements of this Agreement.
- B. **Facility Capacity Guarantee.** Contractor shall guarantee sufficient capacity over the Term of this Agreement to Transport, and Process all Source Separated Recyclable Materials, Yard Trimmings, Food Waste, SSGCOW, and C&D Collected under this Agreement and to Transport and Dispose all Gray Container Waste Collected under this Agreement. Contractor shall cause the Approved Facility(ies) to recover or Process the Discarded Materials as appropriate; market the Source Separated Recyclable Materials, SSGCOW, Yard Trimmings, Food Waste, and C&D recovered from such operations; and Dispose of Residue. Contractor shall cause Approved Facility(ies) for Disposal to Dispose of Gray Container Waste. Contractor shall provide the City, upon request, with documentation demonstrating the availability of such Transport, Processing, and Disposal capacity as described below.

## Approved or Designated Facilities

Material Type	Designated or Approved Facility (Processing and/or Disposal Facility)
Source Separated Recyclable Materials	Approved Source Separated Recyclable Materials Processing Facility:
SSGCOW	Approved Organic Waste Processing Facility:
Gray Container Waste	Designated Disposal Facility: <u>Coastal Rate Zone:</u> Willits Solid Waste Transfer Station, SWIS 23-AA-0038, Solid Waste of Willits, 350 Franklin Avenue, Willits, CA  Approved Disposal Facility: <u>Inland Rate Zone:</u>
C&D	Approved C&D Processing Facility:

1. Option 1, Contractor or Affiliate is owner of Approved Facilities: City may request that Contractor report aggregate Facility capacity committed to other entities through Contractor's contracts. City, or its agent, will have the right to seek verification of Contractor's reported aggregate capacity through inspection of pertinent sections of Contractor's contracts with such entities to determine the duration of Contractor's commitment to accept materials from such entities and the type and volume of materials Contractor is obligated to accept through the contracts. In addition, City, or its agent, will have the right to review Tonnage reports documenting the past three (3) years of Tonnage accepted at the Approved Facility(ies) by such entities. To the extent allowed by law, City, or its agent(s), agree to maintain the confidentiality of the information reviewed related to the individual contracts with other contracting entities and agree to review all related material at the Contractor's office and will not retain any copies of reviewed material. Contractor will fully cooperate with the City's request and provide City and its agent(s) or access to Contractor's records.
2. Option 2, Contractor's Subcontractor is the owner and/or operator of Approved Facilities: Upon City request, Contractor shall demonstrate that such capacity is

available and allocated to the City by provision of its agreement with the Approved Facility(ies) owner(s)/operator(s) (Subcontractor(s)) documenting the Subcontractor's guarantee to accept the Discarded Materials Contractor delivers over the Term of this Agreement.

- C. **Equipment and Supplies.** Contractor shall equip and operate the Approved Facilities in a manner to fulfill Contractor's obligations under this Agreement, including achieving all applicable standards for Landfill Disposal reduction, Recycling, recovery, Diversion, Residue amount and content, and final product quality standards. Contractor is solely responsible for the adequacy, safety, and suitability of the Approved Facilities. Contractor shall modify, enhance, and/or improve the Approved Facilities as needed to fulfill service obligations under this Agreement, at no additional compensation from the City or Rates charged to Customers.

Contractor shall provide all rolling stock, stationary equipment, material storage Containers, spare parts, maintenance supplies, Transport, and Processing equipment, and other consumables as appropriate and necessary to operate the Approved Facilities and provide all services required by this Agreement. Contractor shall place the equipment in the charge of competent equipment operators. Contractor shall repair and maintain all equipment at its own cost and expense.

- D. **Facility Permits.** Contractor or Facility operator shall keep all existing permits and approvals necessary for use of the Approved Facility(ies), in full regulatory compliance. Contractor, or Facility operator, shall, upon request, provide copies of permits or other approvals and/or notices of violation of permits to the City.

- E. **Contractor-Initiated Change in Facility(ies).** Contractor may change its selection of one or more of the Approved Facility(ies) following City Contract Manager's written approval, which may be conditioned on various factors including, but not limited to: the performance of the current versus proposed Facility, the permitting status of and LEA inspection records related to the proposed Facility, the distance of the Facility from the City, and any other factor that may reasonably degrade the value received by the City. If Contractor elects to use a Facility(ies) that is(are) not listed on the then-current list of Approved Facility(ies) in this Exhibit, it shall submit a written request for approval to the City fourteen (14) days prior to the desired date to use the Facility and shall obtain the City's written approval prior to use of the Facility. Contractor's compensation and Rates shall not be adjusted for a Contractor-initiated change in Facilities.

- F. **Notification of Emergency Conditions.** Each Approved Facility shall notify the City of any unforeseen operational restrictions that have been imposed upon the Facility by a regulatory agency or any unforeseen equipment or operational failure that will

temporarily prevent the Facility from Processing the Discarded Materials Collected under this Agreement. Contractor shall notify the City in accordance with Section 5.7.2 of the Agreement.

**G. Approved Facility Unavailable/Use of Alternative Facility.** If Contractor is unable to use an Approved Facility due to a sudden unforeseen closure of the Facility or other emergency condition(s) described in this Exhibit, Contractor may use an Alternative Facility provided that the Contractor provides verbal and written notice to the City Contract Manager and receives written approval from the City Contract Manager at least twenty-four (24) hours prior to the use of an Alternative Facility to the extent reasonably practical given the nature of the emergency or sudden closure. The Contractor's written notice shall include a description of the reasons the Approved Facility is not feasible, and the period of time Contractor proposes to use the Alternative Facility. As appropriate for the type of Discarded Materials to be delivered to the Alternative Facility, the Alternative Facility shall meet the applicable Facility standards in this Agreement and shall be sent to: (i) an allowable Facility, operation, or "Organic Waste Recovery Activity" as defined in 14 CCR Section 18982(a)(49) and not subsequently used in a manner deemed to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a); (ii) a Transfer Facility; or, (iii) a Disposal Facility. If Contractor is interested in using a Facility or activity not listed above and not specifically identified in 14 CCR Section 18983.1(b), the Contractor shall be responsible for securing the approvals from CalRecycle pursuant to 14 CCR Section 18983.2 that the Facility's Process or technology constitutes a reduction of Landfill Disposal pursuant to 14 CCR Section 18983.1(a) prior to the City's final approval of such Facility or activity.

If any Approved Facility specified in this Exhibit becomes unavailable for use by Contractor for Discarded Materials Collected in the City for a period of more than two (2) days, City may designate an Alternative Facility pursuant to Section 5.7.2 of this Agreement. The Parties agree that an Approved Facility shall only be deemed to be "unavailable" if one or more of the following has occurred: (i) a Force Majeure event as described in Article 13 of this Agreement has occurred; (ii) a Facility has lost one or more permits to operate; (iii) a Facility has exhibited a pattern of violation through the receipt of repeated notices of violation from one or more regulatory agencies. Further, the Parties agree that a Facility shall only be deemed to be "unavailable" if the lack of availability of the Facility is not due to Contractor's negligence, illegal activity, neglect, or willful misconduct. At City's request, Contractor shall research and propose Alternate Facility(ies) for the impacted Discarded Material(s), and shall submit a written analysis and recommendation to the City within seven (7) days concerning the cost for use of Alternative Facility(ies) and any logistical changes that would be required to utilize such Alternative Facility(ies). City and Contractor will

discuss the advantages and disadvantages of use of the potential Alternative Facility(ies) and City will designate the approved Alternative Facility(ies). The decision of the City shall be final. The change in Facility shall be treated as City-directed change in scope pursuant to Section 5.7.2 of this Agreement.

In the event an Approved Facility becomes unavailable due to the negligence, illegal activity, neglect, or willful misconduct of Contractor, Contractor shall bear all additional costs for use of an Alternative Facility including increased Processing costs, Disposal Costs, Transportation costs, Transfer costs, and all other costs.

The table listing Approved Facilities in this Exhibit shall be modified accordingly to reflect the new City-Approved Facility(ies).

If Contractor is not the owner of the new Approved Facility, Contractor shall enter into a Subcontract agreement with the Facility operator of the Alternative Facility to require compliance with the requirements of Section 5.7.2 of this Agreement and this Exhibit unless City Contract Manager waives one or more requirements.

- H. **Discarded Materials Monitoring/Waste Evaluation Requirements.** Contractor shall conduct material sampling, sorting, and waste evaluations of various material streams as further described in this Exhibit to meet or exceed SB 1383 Regulatory requirements.
- I. **Compliance with Applicable Law.** Contractor (including its Affiliates and Subcontractors) warrants throughout the Term that the Approved Facilities are respectively authorized and permitted to accept Discarded Materials in accordance with Applicable Law and are in full compliance with Applicable Law.
- J. **Records and Investigations.** Contractor shall maintain accurate records of the quantities of Discard Materials Transported to and Accepted at the Approved Facility(ies) and shall cooperate with City and any regulatory authority in any audits or investigations of such quantities.
- K. **Inspection and Investigations.** An authorized City employee or agent shall be allowed to enter each Facility during normal working hours in order to conduct inspections and investigations in order to examine Facility operations; Processing activities; contamination monitoring; material sampling and sorting activities, including inspection of end-of-line materials after sorting; and records pertaining to the Facility in order to assess compliance with this Agreement, to understand protocols and results, and conduct investigations, if needed. Contractor shall permit City or its agent to review or copy, or both, any paper, electronic, or other records required by City.

## D.2 Processing Standards

A. **Recovery Required.** Contractor agrees to Transport and deliver all Source Separated Recyclable Materials, SSBCOW, and SSGCOW Collected under this Agreement to an Approved Facility for Processing as applicable for each material type. Contractor shall conduct Processing activities for all Source Separated Recyclable Materials, SSBCOW, and SSGCOW to recover Recyclable materials and Organic Waste to reduce Disposal. The Processing shall be performed in a manner that minimizes Disposal to the greatest extent practicable and complies with Applicable Law, including SB 1383 Regulations. Contractor may Dispose of Organic Waste from homeless encampments and illegal disposal sites and quarantined Organic Waste rather than Process such materials.

### B. Separate Handling Requirements

1. Contractor shall keep Source Separated Recyclable Materials, SSBCOW, and SSGCOW separate from each other and separate from other any other material streams and shall Process the materials separately from each other.
2. Pursuant to 14 CCR Section 17409.5.6(a)(1), Remnant Organic Material separated from the Gray Container Waste for recovery can be combined with Organic Waste removed from the SSGCOW for recovery once the material from the SSGCOW has gone through the Organic Waste recovery measurement protocol described in 14 CCR Sections 17409.5.4 and 17409.5.5.
3. Pursuant to 14 CCR Section 17409.5.6(b), SSBCOW, SSGCOW, and Organic Waste removed from Mixed Waste for recovery shall be:
  - a. Stored away from other activity areas in specified, clearly identifiable areas as described in the Facility Plan or Transfer/Processing Report (which are defined in 14 CCR); and,
  - b. Removed from the Facility consistent with 14 CCR Section 17410.1 and either:
    - i. Transported only to another Facility or operation for additional Processing, composting, in-vessel digestion, or other recovery as specified in this Exhibit; or,
    - ii. Used in a manner approved by local, State, and federal agencies having appropriate jurisdiction.



C. **Residue Disposal.** Contractor shall be responsible for Disposal of Residue from Processing activities at its own expense and may select the Disposal Facility(ies) to be used for such purpose.

D. **Source Separated Recyclable Materials Processing Standards**

Contractor shall arrange for Processing of all Source Separated Recyclable Materials at a Facility that recovers materials designated for Collection in the Blue Container and in a manner deemed not to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a), which states that Landfill Disposal includes final deposition of Organic Waste at a Landfill or use of Organic Waste as Alternative Daily Cover (ADC) or Alternative Intermediate Cover (AIC).

E. **SSGCOW Processing Standards**

1. Contractor shall arrange for Processing of all SSGCOW at a Facility that recovers Source Separated Organic Waste and in a manner deemed not to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a) which states that Landfill Disposal includes final deposition of Organic Waste at a Landfill or use of Organic Waste as Alternative Daily Cover (ADC) or Alternative Intermediate Cover (AIC). Contractor's compliance with the ADC and AIC prohibition shall occur no later than July 1, 2021, in recognition of AB 1594, under which Yard Trimmings and green material used ADC shall not constitute diversion as of that date.
2. Contractor shall arrange for SSGCOW Processing at an Approved Organic Waste Processing Facility that meets one or more of the following criteria, and such Facility or operation is capable of and permitted to accept and recover the types of Organic Wastes included in the SSGCOW:
  - a. A "Compostable Material Handling Operation or Facility" as defined in 14 CCR Section 17852(a)(12); small composting facilities that are otherwise excluded from that definition; or Community Composting as defined in 14 CCR Section 18982(a)(8). The compostable materials handling operation or Facility shall, pursuant to 14 CCR Section 17867(a)(16), demonstrate that the percentage of Organic Waste in the materials sent to Disposal is:
    - i. On and after January 1, 2022, less than 20 percent (20%); and,
    - ii. On and after January 1, 2024, less than 10 percent (10%).
  - b. An "In-vessel Digestion Operation or Facility" as defined in 14 CCR Section 17896.5. The in-vessel digestion facility or operation shall, pursuant to 14

CCR Section 17896.44.1, demonstrate that the percentage of Organic Waste in the materials sent to Disposal is:

- i. On and after January 1, 2022, less than 20 percent (20%); and,
  - ii. On and after January 1, 2024, less than 10 percent (10%).
- c. A “Biomass Conversion Operation” as defined in Section 40106 of the California Public Resources Code.
  - d. Soil amendment for erosion control, revegetation, slope stabilization, or landscaping at a Landfill, that is defined as a reduction in Landfill Disposal pursuant to 14 CCR Section 18983.1(b)(5).
  - e. Land application of compostable materials consistent with 14 CCR Section 17852(a)(24.5) and subject to the conditions in 14 CCR Section 18983.1(b)(6).
  - f. Lawful use as animal feed, as set forth in California Food and Agricultural Code Section 14901 et seq. and Title 3, Division 4, Chapter 2, Subchapter 2 commencing with 14 CCR Article 1, Section 2675.
  - g. Other operations or facilities with processes that reduce short-lived climate pollutants that are approved by the State in accordance with 14 CCR Section 18983.2.

If Contractor is interested in using an operation, Facility, or activity not expressly identified above and not specifically identified in 14 CCR Section 18983.1(b) for SSGCOW Processing, Contractor shall be responsible for securing the necessary approvals from CalRecycle, pursuant to 14 CCR Section 18983.2, that the Facility’s Process or technology constitutes a reduction in Landfill Disposal pursuant to 14 CCR Section 18983.1(b)(8) prior to the City’s final approval of such operation, Facility, or activity.

3. Preparation of Materials for Processing. The Contractor shall be responsible for preparing materials for Processing at the Approved Organic Waste Processing Facility, which shall include, but is not limited to, removal of visible physical contaminants such as plastic, glass, metal, and chemicals prior to size reduction.
4. “Overs” Management. The City may require that at no cost to the City, the Contractor conduct and provide City-specific Organic Waste Processing Residue and “overs” composition data to the City reflecting then-current conditions and using a sampling protocol acceptable to the City, in its reasonable discretion. In

the event that the composition of “overs” includes appreciable quantities (over 20%) of Organic Waste, as determined by Contractor’s waste evaluation or visual assessment by the City, the Contractor shall immediately inform the City Contract Manager and propose a strategy for reducing the “overs” level. At the Contractor’s expense, Contractor shall implement the “overs” management strategy within ten (10) working days of City approval. Such a strategy may include having the Approved Organic Waste Processing Facility re-grind large woody “overs” (after removal of contaminants) and reintroduce the ground “overs” into the composting process in order to increase the recovery of that material and reduce the Organic Waste contained in the materials sent to Disposal, or may include an alternative approach approved by the City.

5. Limits on Incompatible Materials in Recovered Organic Waste

- a. Limits. Except as described in this Exhibit, Contractor’s Transfer/Processing Facility or operation shall only send offsite that Organic Waste recovered after Processing the SSGCOW that meets the following requirements or as otherwise specified in 14 CCR Section 17409.5.8(a):
  - i. On and after January 1, 2022 with no more than 20 percent (20%) of Incompatible Material by weight; and,
  - ii. On and after January 1, 2024 with no more than 10 percent (10%) of Incompatible Material by weight.
- b. Measurement. Contractor shall measure the actual levels of Incompatible Materials in accordance with procedures described in 14 CCR Section 17409.5.8(b).
- c. Exceptions. The limits in this Exhibit shall not apply to the recovered Organic Waste sent offsite from the Transfer/Processing Facility or operation, if the Contractor sends the recovered Organic Waste from the Transfer/Processing Facility or operation to one or more of the following types of Facilities that will further Process the Organic Waste, or as otherwise specified in 14 CCR Section 17409.5.8(c):
  - i. A Transfer/Processing Facility or operation that complies with this Exhibit;
  - ii. A compostable materials handling facility or operation that, pursuant to 14 CCR Section 17867(a)(16), demonstrates that the

percentage of Organic Waste in the materials sent to Disposal is:

- (A) On and after January 1, 2022, less than 20 percent (20%);  
and,
  - (B) On and after January 1, 2024, less than 10 percent (10%).
- iii. An in-vessel digestion Facility or operation that, pursuant to 14 CCR Section 17896.44.1, demonstrates that the percentage of Organic Waste in the materials sent to Disposal is:
- (A) On and after January 1, 2022, less than 20 percent (20%);  
and,
  - (B) On and after January 1, 2024, less than 10 percent (10%).
- iv. An activity that meets the definition of a recycling center as described in 14 CCR Section 17402.5(d).

**F. Marketing.** Contractor operating the Approved Facility(ies), shall be responsible for marketing materials recovered from Discarded Materials Collected under this Agreement. Contractor's marketing methods for materials shall be performed in a manner that supports achievement of Disposal reductions and in such a manner that complies with State statutes, including, but not limited to, AB 901, AB 939, SB 1016, AB 341, AB 1594, AB 1826, and SB 1383, and corresponding regulations. Contractor shall retain revenues resulting from the sale and marketing of said materials with the exception of the curbside supplemental payments and City payments under the California Beverage Container Recycling and Litter Reduction Act, which shall be retained by the City.

Upon request, Contractor shall provide proof to the City that all Source Separated Recyclable Materials, and SSGCOW Collected by Contractor were Processed and recovered materials were marketed for recovery, salvage, or Reuse or as organics products in such a manner that materials are not deemed Landfill Disposal pursuant to pursuant to 14 CCR Section 18983.1(a) and in a manner that materials are deemed Diversion pursuant to AB 939. All Residue from the Recycling and Processing activities that is not marketed shall be reported to the City as Residue and accounted for as Disposal Tonnage at the Approved Disposal Facility. No Source Separated Recyclable Materials, and SSGCOW shall be Transported to a domestic or foreign location if Landfill Disposal, as defined in 14 CCR Section 18983.1(a) of such material is its intended use. If Contractor becomes aware that a broker or buyer has illegally handled, Disposed of, or used material generated in the City that is not consistent with

Applicable Law, Contractor shall immediately inform the City and terminate its contract or working relationship with such party. In such case, Contractor shall find an alternative market for the material(s) recovered from the Source Separated Recyclable Materials, and/or SSGCOW that is compliant with Applicable Law.

The performance of commodity markets for materials recovered from Source Separated Recyclable Materials shall not be considered a reason for deeming a Facility “unavailable” in this Exhibit, nor shall it be considered an acceptable basis for the need to use an Alternative Facility, nor shall it serve as the basis for any adjustment in Contractor’s compensation under this Agreement, other than as specifically contemplated in Article 10 of this Agreement.

**G. Disposal of Source Separated Recyclable Materials and SSGCOW Prohibited.**

With the exception of Processing Residue, Source Separated Recyclable Materials, and SSGCOW Collected under this Agreement may not be Disposed of in lieu of Recycling, Processing, or marketing the material, without the expressed written approval of the City Contract Manager.

If for reasons beyond its reasonable control, Contractor believes that it cannot avoid Disposal of the Source Separated Recyclable Materials and SSGCOW Collected in the City, then it shall prepare a written request for City approval to Dispose of such material. Such request shall contain the basis for Contractor’s belief (including, but not limited to, supporting documentation), describe the Contractor's efforts to arrange for the Processing of such material, the period required for such Disposal, and any additional information supporting the Contractor's request.

In addition, the request shall describe the Contractor’s proposed interim plans for implementation while the City is evaluating its request. If the City objects to the interim plans, the City shall provide written notice to the Contractor and request an alternative arrangement. The City shall consider the Contractor’s request and inform Contractor in writing of its decision within fourteen (14) days. Depending on the nature of the Contractor’s request, City may extend the fourteen (14) day period, at its own discretion, to provide more time for evaluation of the request and negotiation of an acceptable arrangement with the Contractor.

**D.3 Gray Container Waste Disposal Standards**

**A. Disposal of Gray Container Waste Collected.** Contractor shall Transport all Gray Container Waste Collected under this Agreement to an Approved Disposal Facility.

**B. Disposal at Approved Facility.** Contractor shall not Dispose of Gray Container Waste or Residue by depositing it on any public or private land, in any river, stream,

or other waterway, or in any sanitary sewer or storm drainage system or in any other manner which violates Applicable Laws.

- C. **Disposal Services.** Contractor shall provide Disposal services at the Approved Disposal Facility

#### D.4 Weighing of Discarded Materials

- A. **Maintenance and Operation.** This Section applies to motor vehicle scales used at the Approved Facilities. Approved Facilities shall be equipped with one or more State-certified motor vehicle scales in accordance with Applicable Law. Upon request, Contractor shall arrange for Facility operator to provide documentary evidence of such scale certification within ten (10) days of City's request during the Term. Licensed weigh master(s) shall operate those scales to weigh all inbound and outbound Collection vehicles Transporting Discarded Materials and all Transfer vehicles Transporting materials to another site. Contractor shall arrange for Facility operator to provide City with access to weighing information at all times and copies thereof within three (3) Business Days following the City's request.
- B. **Vehicle Tare Weights for Approved Facility(ies).** Within thirty (30) days prior to the Commencement Date, Contractor shall coordinate with the Facility operator(s) to ensure that all Collection vehicles used by Contractor to Transport Discarded Materials to Approved Facilities are weighed to determine unloaded ("tare") weights. Contractor shall work with Facility operator(s) to electronically record the tare weight, identify vehicle as Contractor's, and provide a distinct vehicle identification number for each vehicle. Contractor shall provide City with a report listing the vehicle tare weight information upon request. Contractor shall promptly coordinate with Facility operator to weigh additional or replacement Collection vehicles prior to Contractor placing them into service. Contractor shall check tare weights at least annually, or within fourteen (14) days of a City request and shall re-tare vehicles immediately after any major maintenance service that could impact the weight of the vehicle by more than fifty (50) pounds.
- C. **Substitute Scales.** If any scale at an Approved Facility is inoperable, being tested, or otherwise unavailable, Facility operator shall use reasonable business efforts to weigh vehicles on the remaining operating scale(s). To the extent that all the scales are inoperable, being tested, or otherwise unavailable, Facility operator shall substitute portable scales until the permanent scales are replaced or repaired. Facility operator shall arrange for any inoperable scale to be repaired as soon as possible.
- D. **Estimates.** Pending substitution of portable scales or during power outages, Facility operator shall estimate the Tonnage of the Discarded Materials Transported to and

accepted at the Approved Facilities by utilizing the arithmetic average of each vehicle's recorded Tons of Discarded Materials delivered on its preceding three (3) deliveries.

During any period of time the scales are out of service, Facility operator shall continue to record all information required by this Exhibit, for each delivery of Discarded Materials to the Approved Facilities and each load of material Transferred to another Approved Facility(ies).

- E. **Weighing Standards and Procedures.** At the Approved Facilities, Facility operator shall weigh and record inbound weights of all vehicles delivering Discarded Materials when the vehicles arrive at the Facility. In addition, Facility operator shall weigh and record outbound weights of vehicles for which Facility operator does not maintain tare weight information. Furthermore, Facility operator shall weigh and record outbound weights of all Transfer vehicles Transporting Discarded Materials from a Transfer Facility to another Approved Facility(ies) for Processing or Disposal.
- F. **Records.** Facility operator shall maintain scale records and reports that provide information including date of receipt, inbound time, inbound and outbound weights (or tare weights) of vehicles, vehicle identification number, jurisdiction of origin of materials delivered, type of material, company/hauler identification, and classification, type, weight, and final destination of Discarded Material if the Discarded Materials are Transferred to another Approved Facility(ies).
- G. **Exceptions to Weighing Requirements.** If an Approved Facility does not have motor vehicle scales to weigh Contractor's vehicles and Discarded Materials delivered to the Facility, Contractor shall obtain a receipt for delivery of the Discarded Materials that identifies the date and time of delivery, the type of material delivered, and the vehicle number. Contractor or Facility operator shall estimate the Tonnage of material delivered for each load based on the volumetric capacity of the vehicle and material density factors (e.g., pounds per cubic yard) approved by or designated by the City Contract Manager.
- H. **Upon-Request Reporting.** If vehicle receiving and unloading operations are recorded on video cameras at the Approved Facilities, Contractor shall make those videos available for City review during the Approved Facilities' operating hours, upon request of the City, and shall provide the name of the driver of any particular load if available.

## D.5 Rejection of Excluded Waste

- A. **Inspection.** Contractor will use standard industry practices to detect and reject Excluded Waste in a uniform and non-discriminatory manner and will not knowingly accept Excluded Waste at the Approved Facility(ies). Contractor will comply with the

inspection procedure contained in its permit requirements. Contractor will promptly modify that procedure to reflect any changes in permits or Applicable Law.

- B. Excluded Waste Handling and Costs.** Contractor will arrange for or provide handling, Transportation, and delivery to a Recycling, incineration, or a Disposal facility permitted in accordance with Applicable Law of all Excluded Waste detected at the Approved Facility(ies). Contractor is solely responsible for making those arrangements or provisions and all costs thereof. Nothing in this Agreement will excuse the Contractor from the responsibility of handling Excluded Wastes that Contractor inadvertently accepts in a lawful manner and of arranging for the disposition of that Excluded Waste in accordance with Applicable Law.

## D.6 Discarded Materials Evaluations at Approved Facilities

- A. General.** Contractor shall conduct the following “evaluations” at Approved Facilities if required by Applicable Law referenced below:

1. Gray Container Waste Evaluations.  
If applicable pursuant to 14 CCR Section 17409.5.7, Contractor shall conduct waste evaluations of Gray Container Waste at the Approved Processing Facilities that receives Gray Container Waste in accordance with 14 CCR 17409.5.7.
2. Organic Waste Recovery Efficiency Evaluations. If applicable pursuant to 14 CCR Sections 17409.5.1 to 17409.5.5 and 17409.5.8, Contractor shall conduct waste evaluations at Approved Processing Facility(ies) in accordance with 14 CCR Sections 17409.5.1 to 17409.5.5 and 17409.5.8.
3. Evaluation of Organic Waste in Residuals. If applicable pursuant to 14 CCR Sections 17409.5.3, 17409.5.5, 17867, and/or 17896.44.1, Contractor shall conduct compliance evaluations of Organic Waste to determine the level of Organic Waste in materials sent for Disposal in accordance with 14 CCR Sections 17409.5.3 (transfer/processor for Mixed Waste), 17409.5.5 (transfer/processor for SSGCOW/SSBCOW), 17867 (Compost operations and facilities), and 17896.44.1 (In-vessel digestion operations and facilities).

- B. Record Keeping and Reporting.** For the evaluations described above, Contractor shall maintain all records and submit reports to CalRecycle as described in 14 CCR Division 7, Chapter 3, Article 6.3; 14 CCR Division 7, Chapter 3.1, Article 8; and 14 CCR Division 7, Chapter 3.2, Article 4; and, 14 CCR Sections 18815.5 and 18815.7, as applicable. Contractor shall report this information to the City on a monthly basis in accordance with Exhibit H.



- C. **Scheduling of Evaluations.** Contractor shall schedule evaluations during normal working hours. Contractor shall provide City notice of its intent to conduct evaluations at the Approved Facility(ies) at least ten (10) days in advance of the evaluations.
- D. **Observance of Study by City and/or CalRecycle.** Contractor acknowledges that, upon request, a representative of the City, the LEA, and/or CalRecycle may oversee its next scheduled quarterly sampling and evaluation of any of the evaluations conducted at the Approved Facility(ies).

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# Exhibit E – Public Education and Community Outreach Programs

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Exhibit F - Map of Collection Area

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# Exhibit G – Schedule for Liquidated Damages

City may assess Liquidated Damages pursuant to this Agreement if Contractor fails to fulfill its obligations with regards to the events listed in this Exhibit in accordance with the terms and conditions of the Agreement with regards to the time frame for accomplishing each event and nature of the responsibility associated with the event unless otherwise stated in this Exhibit.

## COLLECTION RELIABILITY

	Event of Non-Performance	Liquidated Damage
1	<b>Maintain Collection Services.</b> For each failure over five (5) during any rate period to Collect from all Customers on a route on the scheduled day (unless non-collection was warranted pursuant to this Agreement).	\$25/Container
2	<b>Start New Customer.</b> For each failure over five (5) during Rate Period to commence service to a new Customer within seven (7) calendar days after order received and account number established.	\$150/event
3	<b>Missed Pick-Ups.</b> For each failure over fifteen (15) during Rate Period to Collect Solid waste or Recyclable Materials which has been properly set out for Collection by a Customer on a scheduled Collection day.	\$150/event
4	<b>Consecutive Missed Pick-ups.</b> For each failure to Collect Solid Waste, Organic Waste, or Recyclable Materials which has been properly set out for Collection, from the same Customer on two (2) consecutive scheduled pick-ups.	\$150/event

## COLLECTION QUALITY

	Event of Non-Performance	Liquidated Damage
5	<b>Leaks, Litter, or Spills.</b> For each occurrence over five (5) during the Rate Period of unreasonable leaks, litter, or spills of Solid Waste, Organic Waste, or Recyclable Materials near Container or on public streets and failure to pick up or clean up such material immediately.	\$300/event
6	<b>Improper Container Placement.</b> For each occurrence over twelve (12) during the Rate Period of failure to replace Containers in original position, upright, with lids attached to or on Carts or Bins.	\$150/event
7	<b>Care of Private Property.</b> For each failure over twenty-four (24) during the Rate Period of not closing a Customer’s gate, crossing planted areas, or damaging private property (including private vehicles)	\$300/event

	<b>Event of Non-Performance</b>	<b>Liquidated Damage</b>
8	<b>Repair of Private Property.</b> For each occurrence over five (5) during the Rate Period of failure to repair damage to property within thirty (30) days of the date the damage was reported.	\$250/event
9	<b>Unauthorized Collection or Sweeping Hours.</b> For each occurrence over five (5) during the Rate Period of Collecting Solid Waste, Organic Waste, and Recyclable Materials during unauthorized hours.	\$300/event
10	<b>Excessive Noise.</b> For each occurrence over twelve (12) during the Rate Period of excessive noise.	\$300/event
11	<b>Non-Collection Tags.</b> For each failure over twelve (12) during the Rate Period of not tagging Containers which have not been Collected explaining the reason for non-Collection.	\$150/event
12	<b>Cleaning Collection Vehicles.</b> For each occurrence over five (5) during the Rate Period of failure to clean Collection vehicles at least one time per week.	\$150/event
13	<b>Discourteous Behavior.</b> For each occurrence of discourteous behavior by Collection vehicle personnel, Customer service personnel, or other employees of the Contractor	\$500/event
14	<b>Injuries to Others.</b> For each incident of personal injury to a Person requiring medical treatment or hospitalization, where the negligence of the Contractor or its personnel was a contributing factor to the injury.	\$5,000/incident

## CUSTOMER SERVICE RESPONSIVENESS

	<b>Event of Non-Performance</b>	<b>Liquidated Damage</b>
15	<b>Call Responsiveness.</b> For each failure to answer the telephone during business hours specified in the Agreement or failure for answering machine to record call during non-business hours specified in the Agreement.	\$300/event
16	<b>30-Second Call Hold Time.</b> Failure to answer 90 percent of calls received during office hours within thirty (30) seconds.	\$1,000/quarter
17	<b>3-Minute Call Hold Time.</b> Failure to answer 100 percent of calls received during office hours within three (3) minutes.	\$1,000/quarter
18	<b>After-Hours Call Returns.</b> Failure to return 100 percent of calls received on Grantee's answering machine before noon of the following business day.	\$1,000/quarter
19	<b>Compliant Level.</b> Failure to maintain Compliant level below 0.005% where the percent is calculated equal to the number of complaints divided by the total service opportunities (the total residential stops and commercial lifts performed in the reporting period).	\$1,000/quarter

	<b>Event of Non-Performance</b>	<b>Liquidated Damage</b>
20	<b>Respond to Compliant or Service Request.</b> For each failure to inform Customer, within one business day of receipt of the compliant or service request of the action Contractor will take to remedy a complaint or to respond to a service request.	\$300/event
21	<b>Resolve Complaint or Service Request.</b> For each failure to resolve or remedy a complaint or service request within five business days of receipt of complaint or service request with the exception of missed pick-ups which are addressed below.	\$300/event
22	<b>Collection of Missed Pick-Ups.</b> For each failure to Collect missed Containers within twenty-five (25) hours of receipt of the complaint.	\$300/event

## REPORTING

	<b>Event of Non-Performance</b>	<b>Liquidated Damage</b>
23	<b>Monthly Reports.</b> Failure to submit monthly report in the timeframe specified in this Agreement.	\$100/day report is overdue
24	<b>Annual Reports.</b> Failure to submit annual reports in the timeframe specified in this Agreement.	\$300/day report is overdue
25	<b>Report Hazardous Waste.</b> For each failure to notify the appropriate authorities of known reportable quantities or Hazardous Waste within one business day.	\$500/event
26	<b>Failure to Submit Reports or Allow Access to Records.</b> For each failure to submit any individual report or provide access to records in compliance with and in the timeframe specified in this Agreement. Incomplete and/or inaccurate reports shall be considered a failure to submit until such time as all information in the report has been provided in a complete and accurate form. In the event City determines an errant or incomplete report more than ten (10) Business Days after submittal by Contractor, Contractor shall be given ten (10) Business Days to complete and correct and any pending Liquidated Damages shall be tolled during that period.	\$100/event

## PUBLIC EDUCATION

	<b>Event of Non-Performance</b>	<b>Liquidated Damage</b>
27	Failure to prepare and distribute to resident's door hanger, flyer, or mailer to Customers regarding their specific Collection day and observed Holidays	\$150/day for each day until mailer is sent
28	Failure to conduct community presentations targeted at residents	\$150/event

	<b>Event of Non-Performance</b>	<b>Liquidated Damage</b>
29	Failure to prepare and mail quarterly newsletter to all residents by the end of each quarter	\$150/day for each day until mailer is sent
30	Failure to develop outreach program for individual Commercial sectors	\$150/day
31	Failure to prepare and during Rate Period update a recycling resource guide	\$150/day

### **SB 1383 COMPLIANCE**

	<b>Event of Non-Performance</b>	<b>Liquidated Damage</b>
32	<b>Failure to Perform Contamination Monitoring Requirements.</b> Option 1: For each failure to conduct Hauler Route contamination monitoring in accordance with Section 5.2 of this Agreement. Option 2: For each failure to conduct waste evaluations in accordance with Section 5.2 of this Agreement.	\$500/event
33	<b>Failure to Comply with Container Labeling and Colors.</b> For each occurrence of Contractor's failure to comply with Container labeling and color requirements pursuant to Section 6.9 of this Agreement.	\$100/container
34	<b>Failure to Conduct Compliance Tasks.</b> For each failure to conduct any compliance review, Discarded Materials evaluations pursuant to Section D.6 of Exhibit D, and/or other inspection required by this Agreement.	\$100/event
35	<b>Failure to Issue Contamination Notices.</b> For each failure of Contractor Collection personnel to issue contamination notices and contamination Processing fee notices and maintain documentation of issuance as required by Section 5.2 of this Agreement.	\$100/event

### **OTHER**

	<b>Event of Non-Performance</b>	<b>Liquidated Damage</b>
36	<b>Disposal of Organic Waste or Recyclables.</b> For each ton of Organic Waste or Recyclable Materials Disposed of without written approval of the City.	\$250/ton
37	<b>Use of Unauthorized Facilities.</b> For each ton of Solid Waste, Organic Waste, or Recyclable Materials Disposed or Processed at a facility not approved for use under the provisions of this Agreement.	\$250/ton

	<b>Event of Non-Performance</b>	<b>Liquidated Damage</b>
38	<b>Failure of Other Obligations.</b> Failure to perform any of the obligations set forth in this Agreement not specifically stated above and not corrected or proceeding in good faith to correct within twenty-four (24) hours upon twenty-four (24) hour notification by City.	\$150/for each obligation per day until obligation is performed.

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# Exhibit H – Record Keeping and Reporting

## H.1 General

Contractor shall maintain such accounting, statistical, and other records related to its performance under this Agreement as shall be necessary to develop the reports required by this Agreement or City Code. Contractor agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with applicable laws and regulations and to meet the reporting and Discarded Materials Collection, Processing, and Disposal program management needs of the City. At the written direction or approval of City, the records and reports to be maintained and provided by Contractor in accordance with this Exhibit and other Articles of the Agreement may be adjusted in number, format, and frequency, if required to comply with State or federal regulatory or reporting requirements.

Information from Contractor's records and reports can be used to, among other things:

- Determine and set Rates and evaluate the financial efficacy of operations;
- Evaluate past and expected progress toward achieving the Contractor's Diversion goals and objectives;
- Provide concise and comprehensive program information and metrics for use in fulfilling reporting requirements under Applicable Law;
- Determine needs for adjustment to programs;
- Evaluate Customer service and Complaints; and,
- Determine Customer compliance with AB 341, AB 1826, and SB 1383 statutes and corresponding regulations; and, any subsequent State-mandated Landfill Disposal reduction, Recycling, recovery, or Diversion statutes, regulations, or other requirements.

## H.2 Record Keeping

A. **General.** Contractor shall maintain Customer contact data, Customer service, accounting, statistical, operational, and other records related to its performance as shall be necessary to provide reporting required by this Agreement and Applicable Law and to demonstrate compliance with this Agreement and Applicable Law (such as, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, and SB 1383 statutes and corresponding regulations).

Record keeping and reporting requirements specified in this Agreement shall not be considered a comprehensive list of reporting requirements. In particular, this Exhibit

H is intended to highlight the general nature of records and reports and their minimum content and is not meant to comprehensively define the scope and content of the records and reports that Contractor is required to maintain and report by Applicable Law or this Agreement. Upon written direction or approval of City, the records and reports required by Contractor in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency.

Contractor shall maintain adequate records, and corresponding documentation, of information required by this Exhibit, such that the Contractor is able to produce accurate monthly and annual reports and is able to provide records to verify such reports. Contractor will make these records available and provide to the City any record or documentation necessary for the City to fulfill obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, and SB 1383 statutes and corresponding regulations; and, other current or future federal, State, or local statutes and regulations, as amended. Upon request by the City, Contractor shall provide access to Contractor's requested records in a timely manner, not to exceed ten (10) Business Days from the time of City's request to Contractor.

- B. Record Retention and Security.** Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed, pursuant to this Exhibit. Contractor's records shall be stored in one central location, physical or electronic, that can be readily accessed by Contractor. City reserves the right to require the Contractor to maintain the records required herein through the use of a City-selected web-based software platform, at Contractor's expense. Unless otherwise required in this Exhibit, Contractor shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus five (5) years after its expiration or earlier termination.

Records and data shall be in chronological and organized form and readily and easily interpreted. Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically maintained data and records shall be protected and backed-up. To the extent that Contractor utilizes its computer systems to comply with record keeping and reporting requirements under this Agreement, Contractor shall, on a monthly basis, save all system-generated reports supporting those record keeping and reporting requirements in a static format in order to provide an audit trail for all data required.

- C. Maintenance of Financial and Operational Records.** Contractor shall maintain accurate and complete accounting records containing the underlying financial and operating data related to and showing the basis for computation of all costs associated

with providing services. The accounting records shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied.

- D. CERCLA Defense Records.** City views its ability to defend itself against Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and related litigation as a matter of great importance. For this reason, the City regards its ability to prove where Solid Waste collected are taken for transfer or disposal, as well as where they are not taken, to be matters of concern. Contractor shall maintain, retain and preserve records which can establish where Solid Waste collected were disposed (and therefore establish where they were not). This provision shall survive the expiration or earlier termination of this Agreement. Contractor shall maintain these records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement. Contractor shall provide these records to City (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or disposing of them.
- E. Compilation of Information for State Law Purposes.** Contractor shall maintain accurate records for its operation, including, but not limited to, Discarded Materials quantities Collected and quantities Transported to or Transferred to each Approved/Designated Facility, listed separately by material type, Customer type, and Facility. Records shall be maintained in such form by methods that facilitate the use of data for the production of reports as needed. Contractor will make these records available and provide to the City any record or documentation necessary for the City to fulfill obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, AB 1595, and SB 1383 statutes and corresponding regulations; and, other current or future local, federal or State statutes and regulations, as amended.

### H.3 Audits and Inspection by City

At a mutually agreed upon time during normal business hours, but within five (5) work days of a written request, Contractor shall make available to the City for examination at reasonable locations within the City the Contractor's data and records with respect to the matters covered by this Agreement and the City Code. Contractor shall permit the City, or its designee, to audit, examine, and make excerpts or transcripts from such data and records, and make audits of all data relating to all matters covered by this Agreement and the City Code. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years following the City's receipt of final payment under this Agreement unless the City agrees in writing to an earlier disposition. The City or its designee, shall maintain the confidentiality of the Contractor's Customer list and other proprietary information, to the extent allowed by law.

## H.4 Reporting

### H.4.1 General

- A. **General Purpose.** Reports are intended to compile recorded data into useful forms of information that can be used by the City. All reports shall be adequate to meet City's current and future reporting requirements to CalRecycle, including AB 939, AB 341, AB 1826, and SB 1383 statutes and corresponding regulations, or any other State or federal agency statutes and regulations throughout the Term of this Agreement.
- B. **Failure to Report.** Failure of Contractor to comply with the reporting requirements as set forth in this Section may result in an assessment of Liquidated Damages in accordance with the Liquidated Damages provision in Section 11.8 of this Agreement and Exhibit G. Contractor's repeated failure to submit reports, and/or failure to submit reports on time, may be deemed an event of default and may result in the termination of the Agreement at the discretion of the City Contract Manager, in accordance with Article 11 of this Agreement.
- C. **Submittal Process.** All reports shall be submitted to the Deputy Director of Transportation – Solid Waste. Reports shall be submitted electronically via email or uploaded to a document sharing platform agreed upon by the Parties. City reserves the right to require the Contractor to maintain records and submit the reports required herein through use of a City-selected web-based software platform, at the Contractor's expense.

Monthly reports shall be submitted within fifteen (15) days after the end of the reporting month; and annual reports shall be submitted within forty-five (45) days after the end of the reporting year.

### H.4.2 Monthly Reports

Monthly reports shall be submitted by Contractor to City and shall include the following information pertaining to the most recently completed calendar month. In addition, each monthly report shall include a year-to-date summary page that includes the data submitted from the monthly report(s) submitted in the calendar year prior to the submittal of the current monthly report. Contractor shall report the information included in the following subsections.

#### A. Tonnage Report

1. Contractor shall report the total quantities in Tons of Discarded Materials Collected, Transferred, Processed, and Disposed by the Contractor, all of which shall be based on actual certified scale weights for each load, if available, or similarly accurate methodology pursuant to weighing protocols in Section D.4 of Exhibit D. Tonnage shall be reported separately by:
  - a. Material type, which shall include, at a minimum, separate reporting of Source Separated Recyclable Materials, SSGCOW, Gray Container Waste, and any other type of Discarded Material separately Collected by Contractor (including, but not limited to: Bulky Items, used oil, mixed C&D, dirt, rock, metals, cardboard, wood waste, Reusable Items, Salvageable Materials, etc.);
  - b. Customer/sector type; and,
  - c. Approved Facility and Facility type.
2. Report Residue level and Tonnage for all Discarded Materials processed, listed separately by material type Collected and Approved Facility(ies) used.
3. Source Separated Recyclable Materials Tonnage Marketed, by commodity, and including average commodity value for each, and Processing Residue Tonnage Disposed, listed separately by material type Collected and Approved Facility(ies) used.
4. Documentation of all Discarded Materials exported out of State, as provided in 14 CCR Sections 18800 through 18813.
5. Tonnage Collected by month separately for each Approved C&D Project Site and other data as it relates to the C&D services described in Exhibit D.

## **B. Diversion Report**

Contractor shall report the Diversion rate for each month and the cumulative year-to-date Diversion rate, where Diversion rate shall be calculated as follows:

$$\text{Diversion Rate} = \frac{\text{(tons of Solid Waste that are diverted from Disposal through reduction, reduce, recycling and composting through Contractor's services to the City)}}{\text{(tons of Solid Waste that are collected and managed by the Contractor's services to the City)}}$$

## **C. Collection and Subscription Report**

1. Number of Containers at each Service Level by Customer Type and program, including:
  - a. A summary of the total gallons of Cart service, cubic yards of Bin service,

and pulls; and cubic yards or Tons of Drop Box and Compactor service by Customer Type.

- b. Calculation of the average volume of service received per: Single-Family Dwelling Unit (separately identifying Dwelling Units in a duplex, triplex, or fourplex); Multi-Family Dwelling Unit; and, Commercial Customer.
2. A summary of Customer subscription data, including the number of accounts; the number of Customers subscribing to each Cart, Bin, and Roll-Off Service Level listed separately for Single-Family, Multi-Family, and Commercial and separately for each type of Discarded Material; and the number of Bulky Items Collections performed.
3. List of all Commercial and Multi-Family Customers with a Gray Container Waste Service Level of two (2) cubic yards of service capacity per week or more. Such list shall include each such Customer's service address and Gray Container Waste, Source Separated Recyclable Materials, and SSGCOW Service Levels.
6. The total number of de minimis waivers, physical space constraint waivers, and Collection frequency waivers granted in the month, including the Generator name and address for each waiver.
7. The number of waiver reverifications performed by the Contractor pursuant to Section 5.6 of this Agreement in the month, if any, including a copy of documentation for each reverification inspection, which shall include, at a minimum: the Generator's name, address, and Generator type; the type of waiver being verified; any photographic or other evidence collected during the inspection; and the resulting recommended conclusion by the Contractor regarding the validity of the waiver. The Contractor shall provide a summary of recommendations to the City of all waivers which the Contractor concludes to no longer be warranted.
8. Number of Bulky Item/Reusable Materials Collection events by Customer Type.

#### **D. Contamination Monitoring Report**

##### Option 1: Hauler Route Reviews

The Contractor shall submit the following information regarding contamination monitoring Hauler Route reviews conducted pursuant to Section 5.2 of this Agreement:

1. The number of Hauler Route reviews conducted pursuant to Section 5.2 of this Agreement;
2. Description of the Contractor's process for determining the level of contamination;

3. Summary report of non-Collection notices, courtesy Collection notices, and/or contamination processing fee assessment notices issued, which for each notice shall include the date of issuance, Customer name, and service address.
4. A record of each inspection and contamination incident, which shall include, at a minimum:
  - a. Name of the Customer
  - b. Address of the Customer
  - c. The date the contaminated Container was observed
  - d. The staff who conducted the inspection
  - e. The total number of violations found, and a description of what action was taken for each
  - f. Copies of all notices issued to Generators with Prohibited Container Contaminants
  - g. Any photographic documentation or supporting evidence.
5. Documentation of the total number of Containers Disposed of due to observation of Prohibited Container Contaminants;
6. A list of all Customers assessed contamination Processing fees, pursuant to Section 6.2 of this Agreement, reported separately by Single-Family, Multi-Family, and Commercial Customers and including the Customer name, Customer address, and reason for the assessment of the contamination Processing fee, and the total number of instances contamination Processing fees were assessed in the month and the total amount of fees collected in the month.
7. Any other information reasonably requested by the City or specified in contamination monitoring provisions of this Agreement.

#### Option 2: Waste Evaluations

The Contractor shall submit the following information regarding waste evaluations conducted pursuant to Section 5.2 of this Agreement:

1. A description of the Contractor's process for conducting waste evaluations.
2. Documentation of the results of the waste evaluation studies, including information on and the number of targeted Hauler Route reviews conducted as a result of the waste evaluations. The documentation shall at a minimum include: dates of the studies; the location of the Facility where the study was performed; Hauler Routes from which samples were collected, and number of Generators on those Hauler

Routes; the source sector (Customer type) of the material (Single-Family, Multi-Family, or Commercial); number of samples collected; total sample size (in pounds); weight of Prohibited Container Contaminants (in pounds); ratio of Prohibited Container Contaminants to total sample size; and, any photographic documentation taken or other physical evidence gathered during the process

3. Copies of all notices issued to Generators with Prohibited Container Contaminants.
4. Documentation of the number of loads or Containers where the contents were Disposed due to observation of Prohibited Container Contaminants, including the total weight of material disposed, and proof of consent from the City to dispose of such material if given in a form other than this Agreement.
5. Any other information reasonably requested by the City or specified in contamination monitoring provisions of this Agreement.

#### **E. Customer Service Report**

1. Number of Customer calls listed separately by complaints and inquiries (where inquiries include requests for service information, Rate information, etc.). For Complaints, list the number of calls separately by category (e.g., missed pickups, scheduled cleanups, billing concerns, damage claims). These complaints and inquiries shall be documented and reported separately from SB 1383 Regulatory non-compliance complaints or other regulatory non-compliance complaints.
2. Number of missed or incomplete Collections reported in total, and per one thousand (1,000) Service Opportunities in the City, presented in a graph format, which compares total missed Collections in the City during the current report period to total missed Collections in the City in past reporting periods.
3. Number of new service requests for each Customer type and requested service(s).
4. Contractor shall maintain a record of all SB 1383 Regulatory non-compliance complaints and responses pursuant to Section 5.9 of this Agreement and submit the following information:
  - a. Total number of complaints received, and total number of complaints investigated
  - b. Copies of documentation recorded for each complaint received, which shall at a minimum include the following information:
    - i. The complaint as received;
    - ii. The name and contact information of the complainant, if the complaint is not submitted anonymously;
    - ii. The identity of the alleged violator, if known;



- iii. A description of the alleged violation; including location(s) and all other relevant facts known to the complainant;
  - iv. Any relevant photographic or documentary evidence submitted to support the allegations in the complaint; and,
  - v. The identity of any witnesses, if known.
- c. Copies of all complaint reports submitted to the City, pursuant to Section 5.9 of this Agreement.
  - d. Copies of all investigation reports submitted to the City pursuant to Section 5.9 of this Agreement, which shall include at a minimum:
    - i. The complaint as received;
    - ii. The date the Contractor investigated the complaint;
    - iii. Documentation of the findings of the investigation;
    - iv. Any photographic or other evidence collected during the investigation; and,
    - v. Contractor's recommendation to the City on whether or not the entity investigated is in violation of SB 1383 Regulations based on the Contractor's investigation.

#### **F. Generator Waivers**

Contractor shall provide a report that documents each Generator waiver request reviewed by Contractor, which are required by Section 5.6. Identify in the report the Generator name and service address, the type of waiver requested, the status of the waiver (accepted, denied, pending), and other information reasonably requested by the City.

#### **G. Education Program Report**

The monthly status of activities identified in the annual public education plan described in Section 5.3 of this Agreement.

## **H. Discarded Materials Evaluation Reports**

In accordance with this Exhibit, Contractor shall provide reports of evaluations of Discarded Materials conducted at Approved Facilities.

### **H.4.3 Annual Reports**

In addition to the monthly reporting requirements in this Exhibit, the Contractor shall provide an Annual Report, covering the most recently completed calendar year, in accordance with the format and submittal requirements of this Exhibit. The Annual Report shall include the information in the following subsections.

#### **A. Annual Financial Report**

Contractor shall maintain accounting records specific to the Franchise Area.

Contractor shall, at its own expense, be required to annually provide the City with a copy of compiled or reviewed financial statement, or an independent financial audit report. An independent financial audit report shall be provided on a biennial basis, beginning the first full fiscal year for which the Contractor maintained Franchise specific record keeping. The financial statement or audit report shall be prepared by a certified public accountant. The accountant shall be entirely independent of the Contractor, shall have no financial interest whatsoever in the business of the Contractor, and shall be approved by the City.

The annual financial statement or audit report must include, but is not limited to the following:

1. Contractor shall file a statement of ownership and shall verify the same as being true and correct under the penalty of perjury. The statement must be in such form as may be prescribed therefore by the City.
2. Income Statement for the Fort Bragg City Franchise Area. The Income Statement should disclose revenue by line of business and expenses by line of business and detail expense descriptions.

In addition, the Contractor shall make available to the City, or its designee, upon request:

1. Supporting documentation to determine the reasonableness of revenues (e.g., average number of monthly residential, industrial, and commercial Customers and average monthly rates for each type of Customer service).

2. Supporting documentation (invoices and descriptive schedules) for major expense line items including but not limited to depreciation, salaries, repair and maintenance, equipment rental, and Disposal expense.
3. Supporting documentation for all transactions with affiliated companies.
4. Any other information specifically related to the Agreement, which is reasonably required by City staff for review of rate adjustment requests.

## **B. Collection and Subscription Report**

1. A summary of all data provided in the Tonnage report and Diversion report sections, including quarterly and annual totals and averages.
2. The type(s) of Collection service(s) provided, a list of all Hauler Routes serviced, and a record of the addresses served on each Hauler Route.
3. A summary of Customer subscription data, including the number of accounts; the total number of Generators enrolled with Contractor for service, listed separately by service level and Container type (Cart, Bin, and Roll-Off service), separately by Single-Family, Multi-Family, and Commercial Customers, and separately for each type of Discarded Material; and the number of Bulky Items Collections performed.
4. A detailed list of Single-Family, Multi-Family, and Commercial Customer information, including Gray Container Waste, Source Separated Recyclable Materials, and SSGCOW Service Levels, Customer type, and Customer service addresses reflecting Customer Service Levels as of December 1 (for the year in which the report is submitted)

## **C. Processing Facility Report**

1. Temporary Equipment or Operations Failure: If the Contractor is granted a processing facility temporary equipment or operational failure waiver, in accordance with Section 5.7 of the Agreement, the Contractor shall include the following documents and information:
  - a. The number of days the Processing Facility temporary equipment waiver or operation failure waiver was in effect;
  - b. Copies of any notifications sent to the City pursuant to Section 5.7 of the Agreement, and copies of City notices to Contractor pursuant to Section 5.7 of the Agreement;
  - c. Documentation setting forth the date of issuance of the waiver, the timeframe for the waiver; and,

- d. A record of the tons of Organic Waste, Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and/or Gray Container Waste redirected to an Alternative Facility or Disposed at an Approved Disposal Facility as a result of the waiver, recorded by Collection vehicle or transfer vehicle number/load, date, and weight.
2. Homeless Encampments and Illegal Disposal Sites: The total Tonnage amount of Discarded Materials, listed separately by Discarded Material type, removed from homeless encampments and illegal disposal sites as part of an abatement activity, listing each Collection event separately by date, location, and Tonnage Collected, pursuant to Section 5.7 of the Agreement.
3. Quarantined Organic Waste: A record of all compliance agreements for quarantined Organic Waste that are Disposed of, including the name of Generator, date issued, location of final disposition, and the amount of quarantined Organic Waste that was required to be Disposed at a Landfill, pursuant to Section 5.7 of the Agreement.

#### **D. Public Education and Outreach Report**

1. A copy of all education and outreach materials provided to Generators, or otherwise used for education and outreach efforts in accordance with Section 5.3 of the Agreement, including, but not limited to: flyers, brochures, newsletters, invoice messaging/billing inserts, and website and social media postings.
2. A record of the date and to whom the information was disseminated or direct contact made, in the form of a list that includes: the Generator's name or account name, the type of education or outreach received; the distribution date, and the method of distribution.
3. For any mass distribution through mailings or bill inserts, the Contractor shall maintain a record of the date, a copy of the information distributed, and the type and number of accounts that received the information.
4. A copy of electronic media, including the dates posted of social media posts, e-mail communications, or other electronic messages.
5. A summary of the status of the annual education plan of the reporting year, including activities conducted and the quantitative and/or qualitative results of those activities.
7. The annual public education plan required by Section 5.3 of the Agreement for the upcoming then-current calendar year. For example, Contractor submittal of a 2022 annual report in February 2023 shall include Contractor submittal of the annual public education plan for calendar year 2023.

8. Contractor shall maintain a record of all technical assistance efforts conducted, including:
  - a. The name and address of the Customer/Generator receiving technical assistance, and account number, if applicable.
  - b. The date of any technical assistance conducted and the type of technical assistance, including, but not limited to waste assessments, compliance assessments, direct outreach, workshops, meetings, events, and follow-up communications.
  - c. A copy of any written or electronic educational materials distributed during the technical assistance process.
9. A copy of all special event reports submitted to the City.

**E. Compliance Monitoring and Enforcement Report**

1. A summary of the total number of SB 1383 Regulatory non-compliance complaints that were received and investigated, and the number of Notices of Violation issued based on investigation of those complaints.
2. The total number of Hauler Route reviews conducted.
3. The number of inspections conducted by type for Commercial Edible Food Generators, and Commercial Businesses.
4. A copy of written or electronic records and documentation for all audits, studies, compliance reviews, and all other inspections conducted.
5. The number of Commercial Businesses that were included in a compliance review performed by the Contractor, and the number of violations found and corrected through compliance reviews; including a list with each Generator's name or account name, address, and Generator type.
6. The total number of Notices of Violation issued, categorized by type of Generator.
7. The number of violations that were resolved, categorized by type of Generator.
8. Copies of all Notices of Violation and educational materials issued to non-compliant Generators.

## **F. Food Recovery Program Support**

1. The total number of Generators classified as Tier One and Tier Two Commercial Edible Food Generators located within the City.
2. The number of Food Recovery Services and Food Recovery Organizations located and operating within the City that contract or have written agreements with Commercial Edible Food Generators for Food Recovery.
3. The number of Generators participating in the Edible Food recovery program.
4. If Contractor supports the City's Edible Food Recovery capacity planning or compliance reviews: The results of the quarterly or other frequency examinations of Hauler Routes to identify Commercial Edible Food Generators with food recovery and donation opportunities. The findings shall include the number of Commercial Edible Food Generator Customers participating in a food recovery program, the number of Commercial Edible Food Generator Customers not participating in a Food Recovery program, and the reasons for participation or non-participation if gathered during the review.

## **G. Vehicle and Equipment Inventory**

1. A list of all vehicles used in performing services under this Agreement including the license plate number, VIN, make, model, model year, purchase date, engine overhaul/rebuild date (if applicable), and mileage at December 31.
2. If applicable, the name, physical location, and contact information of each entity, operation, or facility from whom the RNG was procured.
3. If applicable, the total amount of RNG procured by the Contractor for use in Contractor vehicles, in diesel gallon equivalents (DGE), including copies of any receipts, invoices, or other similar documentation evidencing procurement. In addition to the amount procured, Contractor shall include the total amount actually used in Contractor vehicles in the calendar year, if these values are different.

## **H. Customer Revenue and City Fee Payment Report**

Provide a statement detailing gross receipts from all operations conducted or permitted pursuant to this Agreement and report of all City fees paid in accordance with Article 9 of this Agreement. Provide a list of Customers that are forty five (45) or more days past due and include the following information for each delinquent account: name; service address; contact information; number of days the account is delinquent; and method(s) the Contractor has used to attempt collection of the bad debt, including date of such attempt(s).

## I. Annual Disclosure Statement

The Contractor shall file a disclosure statement which contains the following information:

1. A listing of all Subcontractors to this Agreement (including the name, address, and social security or tax identification number of the Subcontractor.
2. A listing of all felony convictions or pleas of nolo contendere of the Contractor or Subcontractor by final judgement in any state or federal courts within the preceding three (3) years.
3. A listing of any instances in which a permit or contract held by the Contractor or Subcontractor was terminated by a final judgement in any state or federal court within the preceding three (3) years.
4. A listing of all final adjudications finding the Contractor or Subcontractor in contempt of any state or federal court order enforcing any state and federal law within the preceding three (3) years.
5. A listing of all final convictions or please of nolo contendere of the Contractor or Subcontractor, under state or local law governing safety or operations, compliance with environmental and other franchise requirements in the City, whether misdemeanors or infractions.

### H.4.4 Additional Reports

- A. **Upon Incident Reporting.** City reserves the right to request additional reports or documents in the case of unforeseen events or additional requirements imposed upon the City. The Contractor shall provide the requested reports, documents, or information within ten (10) Business Days upon receipt of the request or within a timeframe determined by the City Contract Manager, which shall not to exceed ten (10) days.
- B. **AB 901 Reporting.** At City's option, City may require that Contractor provide the City copies of Contractor's AB 901 reports on a regular basis (such as monthly, quarterly, or annually) or within ten (10) Business Days of the request.
- C. **CALGreen Code Compliance.** Contractor shall maintain records of any information or documentation required to demonstrate compliance with the California Green Building Standards Code (CALGreen Code). City may request that this information be included in the monthly or annual report(s), as it pertains to the services provided under this Agreement. City shall notify the Contractor of this request within ten (10)

Business Days prior to the submittal deadline of the monthly and/or annual report where the information is to be included.

**D. Facility Capacity Planning Information.** City may require Contractor to provide City with information of available Organic Waste Processing capacity for any Approved Processing Facilities, where available capacity may include identification of monthly Tons of additional Organic Waste such Approved Facilities have the ability to receive within permitted limits. Contractor shall respond to City within 60 days of City's request for information regarding available new or expanded capacity, and, at City's option, may be required to submit reports on a more regular basis. If Contractor uses a Subcontractor to perform some or all of the Facility-related services required by this Agreement, Contractor shall secure any City-requested Facility capacity planning information from its Subcontractor(s). The annual Facility capacity planning report shall comply with the following:

1. Include reports of current throughput and permitted capacity and available capacity for SSBCOW and SSGCOW Processing for any Facility in the City that processes SSBCOW and/or SSGCOW. Existing capacity may include identification of monthly Tons of additional Source Separated Recyclable Materials, SSGCOW, SSBCOW, and/or Gray Container Waste capacity such Facility has the ability to receive within permitted limits.
2. Include description of potential new or expanded Processing capacity at those Facilities, operations, and activities for Processing of SSBCOW and/or Organic Materials, including information about throughput and permitted capacity necessary for planning purposes.
3. Be submitted using a form or format approved by the City Contract Manager.

**E. Customized Reports.** City reserves the right to request Contractor to prepare and provide customized reports from records Contractor is required to maintain.



# Exhibit I – Performance Bond

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