



**REQUEST FOR PROPOSALS
FOR
MULTI-FAMILY AND COMMERCIAL SOLID WASTE,
RECYCLABLE MATERIALS, AND ORGANIC
MATERIALS SERVICES**

BID FILE #9133

* * *

July 12, 2010

Prepared by:



HF&H Consultants, LLC

CITY OF FRESNO
NOTICE INVITING PROPOSALS FOR
MULTI-FAMILY AND COMMERCIAL SOLID WASTE,
RECYCLABLE MATERIALS, AND ORGANIC
MATERIALS SERVICES
BID FILE #9133

Proposal Information: The City of Fresno (City) is requesting proposals for the collection, processing, and disposal of multi-family and commercial solid waste, recyclable material, and organic materials. Copies of this Request for Proposal (RFP) package and subsequent addenda may be obtained through PlanetBids (<http://vendors.planetbids.com/fresno/bidsearchform.cfm>) or by written request from:

Office of the Purchasing Manager
City of Fresno
2101 "G" Street, Building A
Fresno, CA 93706
Phone: (559) 621-1332
Fax: (559) 488-1069

Proposer Requirement: Before an award is made, proposers, or their agents, are strictly prohibited from contact with City staff or elected officials. If this condition is violated, the City may render the proposal non-responsive. All questions regarding the RFP should be directed to the Purchasing Manager via fax.

Pre-Proposal Meeting: A pre-proposal meeting will be held at 10:00 a.m. on July 22, 2010 at the City of Fresno Municipal Service Center, Building A (downstairs), 2101 G Street, Fresno, California 93706. The City may accept proposals received from proposers that do not attend the pre-proposal meeting; however, the City reserves the right to determine that a proposal from a firm who did not attend this meeting is non-responsive solely on the basis of its lack of attendance.

Proposal Submittal: All proposals must be received prior to 3:00 p.m. on August 20, 2010. Proposals received will be opened and recorded at that time. Postmarks will not be accepted as proof of receipt. Proposers shall mail or hand deliver proposal packages to the Office of the Purchasing Manager at the address listed above.

A proposal surety deposit in the amount of \$25,000 must accompany all proposals. The proposal surety deposit must be in the form of a cashier's or certified check or bidder's bond, payable and acceptable to the City of Fresno. The deposit will be returned to each proposer upon execution of a contract.

TABLE OF CONTENTS

Section I - Introduction	1
Overview of the Request for Proposals	1
Organization of RFP	1
City's Goals and Objectives	2
Rights Reserved by the City	2
Local Preference	3
General RFP Agreements	3
Process and Schedule.....	4
Section II - Description of Current Services and Conditions	6
Description of Current Services.....	6
City-Defined Service Areas and Historical Data.....	7
Current Billing Process.....	8
Current Rates	8
Current Diversion Information	8
Current Disposal Facility	9
Current Transfer Facility	9
Current Recyclables Processing Facility	9
Current Green Waste Processing Facility.....	9
Section III - Scope of Requested Services.....	10
Scope of Service	10
Digester Capacity.....	14
Offer of Employment.....	15
City-Owned Vehicles and Containers	15
Alternative Fuel Vehicles	15
Fleet Services.....	16
City Fees	16
Subcontractors	17
Municipal Code Revisions.....	17
Reimbursement of Procurement Costs	17
Section IV - Proposal Submittal Process	18
Interested Parties.....	18
Step One – Written Questions	18
Step Two – Pre-Proposal Meeting and Subsequent Questions.....	18
Step Three – Proposal Submittal	19
Step Four – Clarification of Proposal Information	20
Step Five – Proposal Evaluation.....	20
Step Six – City Council Selection of Preferred Proposers	21
Step Seven – Negotiations	21
Section V - Proposal Requirements.....	22
Proposal Outline	22
1.0 Company Description	23
2.0 Technical Proposal for Collection Services.....	26
3.0 Proposed Service Enhancements and Innovations.....	34
4.0 Rate and Cost Proposal	35

5.0	Exceptions to Agreement.....	37
6.0	Secretary’s Certification	38
7.0	Anti-Collusion Affidavit.....	38
8.0	Certification for Local Preference	38
9.0	Letter of Commitment for a Performance Bond	38
10.0	Proposal Signature Page	38
11.0	Addenda Signature Pages	38
Section VI - Proposal Evaluation Criteria.....		40

TABLES

Table 1: Proposal Schedule.....	5
Table 2: Current Services	7
Table 3: Multi-Family Collection Services	11
Table 4: Commercial Collection Services	12
Table 5: Other Services.....	13

ATTACHMENTS

Attachment 1: Draft Franchise Agreement
Attachment 2: Certification for Local Preference
Attachment 3: Proposal Signature Form
Attachment 4: Existing Service Levels and Map of Service Areas
Attachment 5: Current Rates
Attachment 6: Rate and Cost Proposal Forms
Attachment 7: Proposal Deposit Form
Attachment 8: Secretary’s Certification
Attachment 9: Non-Collusion Affidavit
Attachment 10: Example Rate Proposal
Attachment 11: City-Owned Collection Equipment
Attachment 12: City Facility Service Locations

Section I - Introduction

Overview of the Request for Proposals

The City of Fresno (City) currently provides solid waste, recyclable materials, and organic materials collection services to all its residents and the majority of businesses. The City is considering franchising a portion of the collection operations to up to four different companies. Therefore, it is soliciting proposals from qualified companies interested in providing solid waste, recyclable material, and organic materials collection services to multi-family and commercial premises, within one or more of four City-defined service areas, as described in Section II of this Request for Proposals (RFP). The City shall continue to provide solid waste, recyclable materials, and organic materials collection services to residential premises (with four or less residential units) that receive solid waste cart collection services. For the purpose of this RFP, “multi-family” is defined as any residential premises with five or more units that receive solid waste collection services using carts or bins.

This RFP covers multi-family and commercial solid waste, recyclable materials, and organic materials collection, processing, and disposal services, excluding roll-off boxes and those materials identified in Section 4.2 of the Draft Franchise Agreement (Agreement), Attachment 1. In addition, the RFP covers other services including billing, public education and outreach, customer service, and solid waste, recyclable materials, and organic materials services provided to City facilities. The term of the Agreement will commence on January 1, 2011 and will continue for ten years. It may be extended by the City on one or more occasions for a maximum term of twenty years (including both the initial and extended terms).

Organization of RFP

This RFP is organized into the following sections:

Section I summarizes the City’s goals and objectives, describes the City’s rights concerning the procurement process, and presents the procurement schedule.

Section II provides a description of the City service areas and a summary of the current services provided by the City.

Section III presents the scope of requested collection, processing, and disposal services.

Section IV describes the proposal submittal process.

Section V outlines the proposal submittal requirements.

Section VI describes the type of criteria that may be used to evaluate proposals.

The attachments to this RFP include a draft Agreement, proposal forms, and additional background information.

City's Goals and Objectives

The City is interested in receiving proposals from companies that have demonstrated experience initiating and providing solid waste, recyclable materials, and organic materials collection, processing, and disposal services comparable to those described in this RFP, under a franchise agreement with a community comparable to the service area(s) described in Section II of this RFP. The City seeks contractors who place a high priority on customer service and the diversion of waste from landfill disposal, and have demonstrated significant diversion innovation and results through their past and current, multi-family and commercial diversion program development, implementation, public education, and on-going operations.

The City's goals for future collection services are as follows:

- Maximize the quality of services provided to customers
- Fulfill its obligations to achieve at least 75% diversion by 2012 and 90% diversion (or greater) by 2025 of waste from the landfill
- Sustain the City's community vision of maintaining a quality environment that optimizes environmental resources
- Support the State's goal of resource conservation, which prioritizes management of the waste stream using the following hierarchy: waste reduction, reuse, recycling, composting, transformation, and landfilling
- Encourage state-of-the-art services
- Minimize street impact from collection vehicles
- Provide service at costs equal to or less than current costs
- Receive a franchise fee from contractor(s)

Rights Reserved by the City

The City reserves the right, in its sole discretion, to pursue any or all of the following actions concerning this RFP:

- Permit the timely correction of errors and waive any informality or minor irregularity from the RFP
- Issue addenda to the RFP
- Request additional information and/or clarification from the proposers
- Extend the deadline for submitting proposals
- Withdraw this RFP
- Reject any or all proposals
- Reject proposals that do not fully comply with the requirements detailed in this RFP, its attachments, addenda, or clarifications

- Reject incomplete proposals; proposals containing errors, inconsistencies, false, inaccurate or misleading information; proposals not submitted with the proper quantity of copies; proposals not submitted with proper deposit; proposals submitted after the deadline; or proposals with other process or content errors or deficiencies
- Select the proposal(s) that might not offer the lowest cost, but in the judgment of the City, are nevertheless deemed to offer the best value for the public and City
- Solicit subsequent requests for best and final offers
- Negotiate for modification of any proposal, with mutual consent of proposer
- Award the Agreement to one or more proposers
- Award the Agreement to a proposer(s) without further discussion or negotiation
- Re-advertise for proposals or issue subsequent requests for proposals for the same, similar, or related services
- Amend the draft Agreement
- Amend the Fresno Municipal Code
- Take any other action it deems in the best interest of the City, its residents, and businesses

Local Preference

The City's Municipal Code provides for a local preference when evaluating proposals. Portions of the Municipal Code pertinent to this RFP are paraphrased as follows:

Except for those contracts funded by the federal or state government when such funding would be jeopardized because of this preference, the City of Fresno shall, in contracting for professional services, other than consulting service, extend a 5% preference for a local firm in evaluating proposals for award. The proposer shall certify, under penalty of perjury, that the proposer qualifies as a local firm. The preference is waived if the certification is not included in the proposal.

"Local firm" shall mean a firm with a fixed primary or branch office within a 25 mile radius of City Hall, located at 2600 Fresno Street in the City, and/or within the County of Fresno and a majority of the work on the project will be performed by employees who are permanently assigned to such office prior to the City requesting proposals for the project and whose regular duties would include local work on other than City projects.

Proposers shall submit the Certification for Local Preference form, Attachment 2, with their proposal if they seek the benefit of local preference.

General RFP Agreements

This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. Any award of a contract shall be subject to the approval of the City Council.

This RFP does not obligate the City to accept any proposal, negotiate with any proposer, award an Agreement, or proceed with the development of any project or service described in response

to this RFP. The City has no obligation to compensate any proposer for its expense of preparing its proposal and participating in this procurement process.

Submission of a proposal shall constitute acknowledgment, acceptance of and commitment to provide the proposed services in accordance with all the terms and conditions contained in this RFP, its attachments, addenda, or clarifications and the draft franchise agreement, unless an exception to particular terms and conditions is expressed in writing in the proposal. The proposals are to be firm for a period of 180 days from the date the proposal is submitted. Proposals may not be altered after submittal, except in response to City's request for clarification.

The City shall have the right (but not the obligation) to perform an investigation and review of each proposer's ability to perform the work required. Each proposer must agree to cooperate with such investigation. Such cooperation by proposers shall include, but not be limited to, the verification of the proposer's capability and experience in the provision of services and any other component of work that may be required under this procurement.

The City hereby notifies all proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract related to the provision of services under the Agreement on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

The City makes a concentrated effort to ensure any addenda issued relating to this RFP are distributed to all interested parties. It shall be the proposer's responsibility to inquire as to whether any addenda to the RFP have been issued. Upon issuance by the City or its consultant, all addenda are part of the proposal. Signing the proposal signature form, Attachment 3, shall constitute acceptance of all addenda.

Process and Schedule

The key activities and completion dates for the procurement process are provided in Table 1. The proposal process is described in detail in Section IV. Please note that at no time shall proposers, or their agents, have contact with City staff or elected officials. All questions regarding the RFP should be directed to the Purchasing Manager via fax at (559) 488-1069.

Table 1: Proposal Schedule

<i>Activity</i>	<i>Completion Date</i>
Request for Proposals Available	July 12, 2010
Pre-Proposal Meeting	July 22, 2010
Deadline to Submit Written Questions	July 30, 2010
City to Issue Final RFP Addenda and Responses to Questions	August 6, 2010
Proposers Submit Proposals	August 20, 2010
Proposal Evaluation Complete (Including Interviews)	September 24, 2010
City Council Selects Contractor(s)	October, 2010
City Completes Negotiations with Contractor(s)	November 2010
Contractor(s) Commences Service	January 1, 2011

The City reserves the right to adjust any part of this schedule at any time during the process. The City is interested in commencing services on January 1. The City reserves the right to adjust the implementation schedule if it is determined that a phased or delayed transition would be advantageous to the City or customers.

Section II - Description of Current Services and Conditions

The information presented in this section was obtained from the City's Public Utilities Department's Solid Waste Management Division and is presented for information purposes only. The proposer agrees to indemnify and hold the City harmless from any claims of damages incurred by proposer for its reliance on this data. Each proposer should take whatever steps it believes are necessary to reasonably determine the actual service requirements of the City and understand service conditions in the City when preparing a proposal.

Description of Current Services

Multi-family and commercial premises are required to subscribe for solid waste collection services. Currently Section 9-404(b) of the Fresno Municipal Code states "...every person occupying or having charge or control of any place or premises where there is any accumulation of solid waste shall place the solid waste at the service location for collection at least once each week..." No property owner shall be required to subscribe to service if their use of a property does not result in generation of waste, nor shall any property owner be required to subscribe for service at a vacant property.

The City has a mandatory recycling ordinance in place (Section 6-206a of the Fresno Municipal Code). This ordinance states that "all single family, multi-family, and commercial establishments within the City of Fresno shall subscribe for solid waste, recycling, greenwaste/organics services...unless otherwise authorized by the Director [of the Public Utilities Department] or his/her designee through contracted services or allowable permits." The City expects that the selected service providers will continue to promote and monitor this ordinance.

City facilities receive solid waste, recyclable materials, and green waste collection, processing, and disposal service from the City's Solid Waste Management Division. A list of current services provided to City facilities identifying the location of service, number of containers, container size, and frequency of collection is provided in Attachment 12.

All solid waste collected by the City is disposed at the American Avenue Landfill, which is owned and operated by the County of Fresno. City solid waste destined for landfilling is delivered to Cedar Avenue Recycling and Transfer Station (CARTS) located at 3457 S Cedar Avenue, Fresno, CA for trans-loading into larger capacity hauling trucks for transportation to the American Avenue Landfill. All recyclable materials collected by the City are processed at Sunset Waste Paper Incorporated's recyclable materials processing facility located at 2721 South Elm Avenue in Fresno, CA. Green waste is processed at Synagro or West Coast Waste, Incorporated's processing facilities, both located in Fresno, CA.

Table 2 summarizes the current solid waste, recyclable materials, and organic materials collection services provided by the City to multi-family and commercial premises.

Table 2: Current Services

Service	Multi-Family	Commercial
Solid Waste	• At least weekly collection • 64 gal. cart to 6 cubic yard bins provided by City or 10 to 40 cubic yard roll-off boxes provided by the City	• At least weekly collection; up to 7 days/week • Carts, bins, or roll-off boxes provided by City
Recyclable Materials	• Weekly collection for an additional monthly charge • Carts or bins provided by City	• Weekly collection for an additional monthly charge • Carts or bins provided by City
Green Waste	• Weekly collection for an additional monthly charge • Carts or bins provided by City	• Weekly collection for an additional monthly charge • Carts or bins provided by City
Food Waste	Not provided	Not provided

City-Defined Service Areas

For the purpose of this RFP and the Agreement, the City has defined four service areas as follows, detailed maps are provided in Attachment 4:

Service Area No. 1 (Northwest Quadrant) is defined as:

The incorporated area of the City located to the West of the Centerline of Blackstone Avenue and to the North of the Centerlines of Dakota, Santa Fe, and Ashlan Avenues and extending to the City limits.

Service Area No. 2 (Northeast Quadrant) is defined as:

The incorporated area of the City located to the East of the Centerline of Blackstone Avenue and to the North of the Centerline of Dakota and Ashlan Avenues including the area from the Centerline of Dakota Avenue North from Blackstone Avenue to the Centerline of 1st Street and extending to the City limits.

Service Area No. 3 (Southeast Quadrant) is defined as:

The incorporated area of the City bounded by the Centerlines of Ashlan Avenue (to the North), 1st Street, Dakota Avenue, Fresno Street (to the East), Divisidero Street, 1st Street, and East Avenue and extending to the City limits.

Service Area No. 4 (Southwest Quadrant) is defined as:

The incorporated area bounded on the North by the Centerlines of Dakota, Santa Fe, and Ashlan Avenues and on the East by 1st Street until Divisidero and by East Avenue to the South of

Divisidero including the area from the Centerline of Divisidero Street and extending to the City limits.

Detailed service level and customer data for each service area along with maps illustrating each service area are included as Attachment 4. As stated in the beginning of this section, the City believes this information to be reasonable, but does not warrant or accept responsibility for its accuracy. It is the responsibility of each proposer to undertake, at its sole cost, any verification of this information necessary for it to submit a response to this RFP.

The City may entertain offers for discounted rates associated with the award of more than one service area; however, the City shall not award contract(s) to a single firm for more than two areas.

Current Billing Process

Currently, the City bills multi-family and commercial customers every two months following provision of service. City will provide selected contractors with detailed billing and account information for its current customers in the areas they are selected to service.

Current Rates

The current rates for City-provided collection services are shown in Attachment 5 of this RFP. The most-recent bin and cart rate adjustments took effect on April 1, 2007 and September 1, 2009, respectively. Current rates reflect a rate structure that includes a reduced per-cubic-yard fee for increased volume collected and a premium for more frequent collection service.

Current Diversion Information

The City has developed a Zero Waste Strategic Action Plan to achieve 75% diversion by 2012 and zero-waste status (90% or greater diversion) by 2025. In order to achieve these objectives, significant improvement in the Commercial and Multi-Family sector diversion will be required. The City's 2007 and 2008 Annual Reporting disposal/diversion rates are summarized in the table below. It should be noted that the apparent reductions in the City's disposal rates from 2007 to 2008 are the result of reduced waste generation resulting, at least in part, from the economic recession. It is likely that the disposal rate will rise again as the economy improves unless significant progress can be made in developing and expanding upstream waste reduction, mid-stream reuse, and down-stream recycling and organics programs.

	2007	2008
Calculated Disposal Rate (Lbs./Person/Day)	6.5	3.4
Target Disposal Rate (based on 50% diversion target)	6.6	6.6
Current Diversion Rate Equivalent	51%	74%

In 2008, the City collected 21,480 tons of recyclable materials from 3,782 businesses with recycling bin service, 1,292 businesses with recycling cart service, and 970 multi-family locations with recycling bin service and 136 multi-family locations with recycling cart service.

City staff provided 630 waste assessments to business, offering waste reduction ideas as well as recycling services; 192 businesses adding recycling services, resulting in 3,104 tons of new diversion. In 2008, the City also collected 1,466 tons of organic materials from commercial and multi-family customers.

Current Disposal Facility

The City currently delivers all solid waste to the Cedar Avenue Recycling and Transfer Station (CARTS) for ultimate disposal at the American Avenue Landfill owned and operated by Fresno County. The City and any franchised hauler is obligated to deliver material to this facility through June 30, 2014. Upon the expiration or termination of the City's agreement with Fresno County for disposal at the American Avenue Landfill the City may request bids from the selected service providers for alternative disposal options or may extend the existing agreement or enter into a new agreement with Fresno County.

Current Transfer Facility

The City currently delivers solid waste to CARTS for processing and transfer to the American Avenue Landfill. The selected service providers should assume the use of this transfer facility. The City's pricing of \$28.70 per ton should be assumed in developing proposals. The City may entertain proposals to transfer materials at another transfer station, however, such a proposal shall only be entertained if submitted in addition to a base proposal which assumes the use of the CARTS facility.

Current Recyclables Processing Facility

The City currently delivers all recyclable materials to the Sunset Waste Paper MRF for processing and marketing. While the City is not obligated to direct franchised material to this facility, there are significant financial advantages to the City for doing so. These advantages include volume discounts which reduce the tipping fee to the City for processing of residential recyclables.

Should proposers wish to process recyclables collected under this agreement at another facility, proposer shall demonstrate, to the satisfaction of the City, that there is a net benefit (after considering the volume discounts, revenue sharing payments, etc.) to the City relative to processing materials at the Sunset Waste Paper MRF. Should the City determine that the proposer is not providing sufficient value to the City related to processing at another facility, City may direct proposer to revise their proposal based on delivery of material to the Sunset Waste Paper MRF.

Current Green Waste Processing Facility

The City currently delivers all green waste to the West Coast Waste, Inc. processing facility for composting. The City's contract with West Coast Waste, Inc. expires on December 31, 2010, however, the City is currently considering an extension to that agreement. The franchised providers will not be required to deliver green waste or organic materials to this facility.

Section III - Scope of Requested Services

The City is requesting proposals to provide multi-family premises, commercial premises, and City facilities with solid waste, recyclable materials, and organic materials collection services in one or more service areas, commencing January 1, 2011, for a period of ten years. These services may be extended, at the sole discretion of the City, on one or two occasions for a maximum term of twenty years as described in the Agreement. The scope of services is summarized in this section.

Scope of Service

The franchised collection contractor(s) shall have the exclusive right to collect solid waste, recyclable materials, and organic materials from multi-family and commercial premises in one or more of the four City-defined service areas, except for those materials described in Section 4.2 of the Agreement. The franchised collection contractor(s) shall dispose of all solid waste at the American Avenue Landfill by way of the CARTS transfer station. The franchised collection contractor(s) shall transport all recyclable materials (as defined in the attached Draft Franchise Agreement) to Sunset Waste Paper Inc.'s recyclable materials processing site located at 2721 South Elm Avenue in Fresno, CA. In addition, the franchised collection contractor(s) shall process and market organic materials. The franchised collection contractor(s) may use its processing site or a subcontractor's processing site for organic materials. Contractor shall specify the acceptable organic materials and contamination levels for processing at the selected site, provided that organic materials shall include, at least, green waste, woody/brushy waste, food scraps, and compostable paper.

To increase diversion, improve customer service and convenience, and control costs, the City decided to make several modifications to the existing solid waste, recyclable materials, and organic materials collection and processing services that are reflected in the Agreement. Tables 9 through 11 summarize the requested services. Additional service requirements are stated in the Agreement. If there are inconsistencies between the services described in the RFP and the Agreement, the descriptions in the Agreement shall prevail.

Table 3: Multi-Family Collection Services

<i>Service</i>	<i>Current Services</i>	<i>Requested Services</i>
Solid Waste	• At least weekly collection • 64 gal or 96 gal cart or 1 to 6 cubic yard bins or 10 to 40 cubic yard roll-off boxes provided by City	• At least weekly collection • 64- and/or 96-gallon carts or 1 to 6 cubic yard bins provided by contractor • <i>10 to 40 cubic yard roll-off compactors provided by contractor</i>
Recyclable Material	• Weekly collection for an additional monthly charge • 96 gal cart or 1 to 6 cubic yard bins or 10 to 40 cubic yard roll-off boxes provided by City	• At least weekly collection • Single-stream recyclables collection using 64- and/or 96-gallon carts or 1 to 6 cubic yard bins provided by contractor • <i>No less than 45 gallons of capacity per week per dwelling unit</i> • <i>Service provided by contractor for an additional charge of no more than 50% of the Solid Waste rate for comparable service level.</i>
Green Waste	• Weekly collection for an additional monthly charge • 96 gal cart or 1 to 6 cubic yard bins or 10 to 40 cubic yard roll-off boxes provided by City	• <i>Contractor to offer service for 64- and/or 96-gallon carts or 1 to 6 cubic yard bins (or similar sizes)</i> • <i>Service provided by contractor for an additional charge of no more than 80% of the Solid Waste rate for comparable service level.</i>
Rates	No charge for special services (e.g., enclosures, heavy containers, cleaning, rental, push/pulls)	<i>Charge for special services (e.g., enclosures, cleaning, rental, lock/unlock, push/pulls)</i>

Italics denotes changes to existing services

Table 4: Commercial Collection Services

Service	Current Services	Requested Services
Solid Waste	- At least weekly collection; up to 7 days/week 64- or 96-, gallon carts, or 1 to 6 cubic yard bins, or 10 to 40 cubic yard roll-off boxes provided by City	- At least weekly collection; up to 7 days/week 64- or 96- -gallon carts, 1 to 6 cubic yard bins <i>10 to 40 cubic yard compactors provided by contractor</i>
Recyclable Material	- Carts or bins provided by City - At least weekly service for all accounts for an additional monthly charge - Single-stream recyclables collection using 96-gallon carts, 1 to 6 cubic yard bins, or 10 to 40 cubic yard roll-off boxes (or similar sizes) provided by contractor	- At least weekly service for all accounts - Single-stream recyclables collection using 96-gallon carts, 1 to 6 cubic yard bins <i>Service provided by contractor for an additional charge of no more than 50% of the Solid Waste rate for comparable service level.</i>
Organic Materials	- Weekly collection for an additional monthly charge - Carts or bins provided by City	<i>At least weekly service for all accounts; up to 7 days/week collection</i> <i>Contractor to offer service for 64- and/or 96-gallon carts or 1 to 6 cubic yard bins</i> <i>Service provided by contractor for an additional charge of no more than 80% of the Solid Waste rate for comparable service level.</i> <i>Collection and processing of organic materials from restaurants, food processors, institutions, and other generators of food waste</i>
Rates	No charge for special services (e.g., enclosures, heavy containers, cleaning, rental, lock/unlock, push/pulls)	<i>Charge for special services (e.g., enclosures, heavy containers, cleaning, rental, lock/unlock, push/pulls)</i>

Italics denotes changes to existing services

Table 5: Other Services

<i>Service</i>	<i>Current Requirements</i>	<i>Requested Services</i>
City Facilities	City provides service	<i>Contractor to provide solid waste, recyclable materials, and organic materials collection services to City facilities at no charge</i>
Special Events	City provides service	<i>Contractor to provide collection services to City-sponsored events at no charge</i>
Billing	City bills customers bi-monthly following the provision of service	• <i>Contractor to bill customers at least quarterly (Contractor to propose billing terms)</i> • <i>Contractor to accept payment via:</i> ○ <i>Credit Card</i> ○ <i>Website</i> ○ <i>Automatic Payment</i>
Customer Service	• City provides all customer service to customers • Customer service representatives available in person and by telephone from 8 a.m. to 4 p.m., Monday through Friday • City Call Center available 24/7, 621-CITY. • Voicemail customer service Friday 5pm through Sat. until 9 a.m. Supervisors available to 2:30 pm by phone.	• <i>Contractor provides customer service to customers</i> • <i>Customer service representatives available in person and by telephone from 8 a.m. to 5 p.m., Monday through Friday</i> • <i>Voice mail customer service Friday 5pm through Sat. until 9 a.m. Supervisors available to 2:30 pm by phone.</i> • <i>Call center located within a 25 mi. radius of City Hall</i> • <i>Website for City-specific services and rates</i>

<i>Service</i>	<i>Current Requirements</i>	<i>Requested Services</i>
Public Education	City provides	• <i>Specific requirements defined in Agreement for multi-family and commercial outreach activities</i> • <i>Activities to be coordinated with City efforts</i> • <i>All public education materials available in hard copy and download from website</i>
Temporary Roll-off Boxes (Primarily construction and demolition debris)	Open competition By permit for new businesses	• <i>Not Included</i> • <i>Companies required to obtain non-exclusive franchise agreement and business license</i>

Italics denotes changes to existing services

Digester Capacity

The City has some available capacity in its wastewater anaerobic digesters that the City may be able to make available to selected proposers for the anaerobic digestion of food waste or other similar organic material; however, to utilize those digesters, additional pre-treatment of material (e.g., screening, macerating, and/or liquefying) would be required. If proposer is interested in considering this as a means for the disposal of this type of organic waste, the proposal should describe the proposed approach for pre-processing material to meet the City's specifications for feedstock. The proposal should also describe the approach and cost for transporting the material from the pre-processing site to the City's wastewater anaerobic digesters. This would require the establishment of a source separation program. Material received by the City for use in the digesters must be food waste or other similar organic matter that is readily decomposed through anaerobic digestion.

Offer of Employment

The contractor(s) shall offer employment to displaced City commercial solid waste workers in accordance with Section 8.5.B of the Agreement. That offer of employment may be limited to the number of employees needed by contractor who successfully pass contractor's pre-employment DMV background check and drug screening. On the commencement date of the Agreement, contractor(s) shall employ the City employees that accepted the contractor's employment offer and shall guarantee employment of such persons for a period of at least six months unless the contractor terminates an employee for cause.

Proposers shall detail their labor and benefits assumptions in the attached Proposal Form 5A, adding detail, if necessary, to describe different labor classifications.

City-Owned Vehicles and Containers

On the commencement date of the Agreement, each service area's new contractor shall purchase, own, and take possession of collection vehicles and front-load bins owned by the City and designated for each service area. The list of equipment and sales price of the equipment to be purchased by the new contractor for each service area is specified in Attachment 11. The City shall leave the bins purchased by the contractor(s) at each customer's service location. Contractor shall coordinate with the City to transition from City-provided carts to Hauler-provided carts.

Although the contractor(s) are required to purchase, own, and take possession of the equipment previously owned by the City, the contractor(s) are not obligated to use such collection equipment to provide the collection services required by the Agreement. The contractor(s) may sell the collection equipment previously owned by the City or use such equipment to provide services in other jurisdictions.

Contractor(s) may elect to use the bins previously owned by the City or to replace such bins. If contractor(s) choose to replace containers, the contractor(s) shall remove the container previously owned by the City and reuse, recycle, or properly dispose of the container.

If collection equipment is used anywhere other than the City of Fresno, all painting schemes and/or labeling identifying the City must be removed prior to use.

Alternative Fuel Vehicles

The City currently uses Liquefied Natural Gas (LNG) collection vehicles to provide service throughout the City. The City expects that the selected service provider will provide services using some form of clean air vehicles in order to protect air quality. The City may allow the selected contractors to utilize the City's existing fueling facility throughout the term of the agreement, provided that such facility is operational. Current per-gallon pricing, at June 30, 2010 is \$1.15.

Should proposer wish to utilize some other form of alternative fuel vehicle or a different fueling station than that offered by the City, the proposal must describe how that alternative fuel will meet or exceed the emissions standards of the existing collection fleet, the proposer's strategy

for ensuring sufficient fuel supply, and the associated costs of vehicles, fuel, and (if applicable) development of a fueling station.

Fleet Services

The City's fleet services department is interested in providing repair and maintenance services to contractors' collection vehicles, if desired, at hourly rates established by the City (currently \$64 per hour). Such use may require the selected contractors to enter into a separate agreement with the City's General Services Department.

City Fees

Franchise Fees

In consideration of the exclusive rights provided to contractor(s), contractor(s) shall pay franchise fees to the City each month equal to 10% of actual gross revenues remitted by multi-family and commercial customers for collection services provided in the City, but shall not equal less than \$500,000 per service area per year.

Signing Fee

Contractor may propose a signing fee to be paid to the City immediately upon execution of the franchise with the selected hauler. That signing fee shall be considered a reduction to contractor profit in years 1 and 2.

AB 939 Fee

Contractor shall remit \$18,930 per quarter per service area to the City to cover City's cost of multi-family and commercial recycling and education programs.

Contract Monitoring and Enforcement Fee

Contractor shall remit \$16,825 per quarter per service area to the City to reimburse City's cost of monitoring and enforcing the franchise.

Shedding Fee

Contractor shall remit \$38,263 per quarter, per service area, to reimburse City for the cost cleaning up litter resulting from commercial and multi-family waste and recycling collection programs.

Landfill Maintenance Fee

Contractor shall remit \$38,047 per quarter, per service area, to reimburse City for the cost of annual maintenance to the City closed landfill per EPA consent decree.

Landfill Closure Fee

Contractor shall remit \$14,543 per quarter, per service area, to reimburse City for the cost of landfill capital projects as required per EPA consent decree.

Landfill Debt Service Fee

Contractor shall remit \$21,115 per quarter, per service area, to reimburse City for the cost of one-half of the City's landfill debt service payment related to the Solid Waste 2000 Series A Bonds.

Subcontractors

Contractor(s) may enter into agreements with subcontractors to provide services requested in the RFP subject to the prior written consent of the City. Agreements with the subcontractor(s) must meet the requirements of the level and type of insurance specified in Section 12.4.9 of the Agreement. Contractor shall designate the City as a pre-approved assignee of any subcontracts.

Municipal Code Revisions

The changes to the existing collection arrangements proposed by the City may require the revision of the City's Municipal Code. For example, the City's Municipal Code will be revised to allow the City the right to franchise multi-family and commercial collection services. It is anticipated that the Municipal Code will be revised before the execution date of the Agreement.

Reimbursement of Procurement Costs

The selected proposer(s) will reimburse the City procurement-related expenses (including, but not limited to, consulting fees and legal fees). The procurement-related reimbursement payment will be made by the selected proposer(s) no later than the execution date of the Agreement. The procurement-related reimbursement expense is \$75,000 for each service area and may not be recovered by the contractor through its annual compensation.

Section IV - Proposal Submittal Process

Companies submitting proposals to the City shall follow the procedures described in this Section and the procedures included in subsequent clarifications or addendums to this RFP, which are issued by the City or its consultant.

Each proposer shall carefully examine each term of this RFP and Agreement; and each proposer shall judge all the circumstances and conditions affecting his/her proposal. Failure on the part of any proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the proposer did not understand the conditions of this RFP or claim excuse from performance.

The proposer shall comply with all federal, state, or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.

Please note that at no time shall proposers, or their agents, have contact with City staff or elected officials regarding this procurement process.

Interested Parties

Interested parties are asked to register with the City's consultant during or prior to the July 22, 2010 pre-proposal meeting. Interested parties will be contacted directly with any clarifications, addendum or other correspondence related to this process.

HF&H Consultants, LLC
201 N. Civic Drive, Suite 230
Walnut Creek, CA 94596
Attn: Rob Hilton
(925) 977-6959 phone
rchilton@hfh-consultants.com

Step One – Written Questions

The City directs proposers to submit all questions and requests for information in writing to its consultant and refrain from contacting City employees. Therefore, any questions, requests for clarification, or requests for additional information regarding the RFP should be submitted via fax to the Purchasing Manager (see Section 1 for contact information) on or before July 30, 2010.

Step Two – Pre-Proposal Meeting and Subsequent Questions

A pre-proposal meeting will be held at City Hall, on July 22, 2010 at 10:00 a.m. The City may, but is not obligated to, accept proposals received from proposers who do not attend the pre-proposal meeting.

Proposers shall submit written questions related to the RFP and Agreement prior to the pre-proposal meeting via fax to the Purchasing Manager as described in step one. In addition, oral and written questions will be accepted at the pre-proposal meeting.

As appropriate, preliminary oral responses will be provided at the conference. Written responses to all questions will be provided as soon as possible subsequent to the pre-proposal meeting. In the event of any inconsistencies between oral and written responses, the written responses shall govern. Additional questions may be submitted up to July 30, 2010. Written requests for clarifications will be responded to in writing and shared with all interested proposers of record. The City will endeavor to provide all responses to proposer questions and all addenda to this RFP no later than August 6, 2010.

Step Three – Proposal Submittal

Proposers shall submit five double-sided copies and one unbound double-sided production-ready copy of the complete proposal in three-ring binders. In addition, electronic media (i.e., CD, DVD, flash drive, etc.) containing an electronic copy of all completed rate and proposal forms (i.e., forms provided in Attachment 6), in Microsoft Excel format, shall be submitted in a sealed package. Included in the electronic media should be a Microsoft Word compatible electronic “redline/strikeout” version of the draft franchise agreement noting each and every exception taken and suggesting replacement contract language, if any. Only one copy of permit documents (2nd bullet of Item 2.3.2 in Section V) must be submitted. Proposals must be printed on 100% post-consumer recycled-content paper and copies must be double-sided. All pages shall be numbered.

The package shall be sealed and clearly labeled:

PROPOSAL FOR MULTI-FAMILY AND COMMERCIAL SOLID WASTE,
RECYCLABLE MATERIALS, AND ORGANIC MATERIALS SERVICES

BID FILE #9133

FROM:

Name of Proposer: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____

The proposal may be mailed or hand delivered to:

Office of the Purchasing Manager

City of Fresno

2101 “G” Street, Building A

Fresno, CA 93706

All proposals must be received prior to 3:00 p.m. on August 20, 2010. All proposals received will be opened and recorded at that time. The time clock in the City’s Purchasing

Division will be the official clock for documenting the time of proposal submittal. Postmarks will not be accepted as proof of receipt.

Proposals must be accompanied by a proposal deposit form (Attachment 7) and a \$25,000 proposal surety in the form of a cashier's or certified check or bidder's bond, payable and acceptable to the City of Fresno. The proposal surety shall be submitted with the proposal(s) in a separate, clearly labeled envelope. The purpose of the proposal surety is to guarantee that the successful proposer will execute an Agreement with the City. If the selected proposer does not execute an Agreement within 30 calendar days after receiving notice of the award of Agreement, the City shall keep the proposal surety to offset the potential cost associated with identification of an alternate service provider and schedule delays. Proposal sureties will be returned to all proposers no later than 10 days after the execution of an Agreement with the successful proposer, or after rejection of all proposals.

Proposals received by the City shall become the property of the City and are subject to public disclosure. Those parts of a proposal which are defined by the proposer as business or trade secrets as that term is defined in California Evidence Code, Section 3426.1, and are reasonably marked "Trade Secrets," "Confidential", or "Proprietary" and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or their entire proposal as exempt from disclosure may be deemed non-responsive. The proposals, excluding confidential information, will be available for review after posting of staff recommendation for contractor(s) selection. Note that all rate and cost proposal information shall become property of the City and subject to public disclosure as this information is necessary for the City Council to evaluate the value of proposals.

Step Four – Clarification of Proposal Information

Proposers may be asked to clarify information through writing, interviews, or site visits with City staff or its consultant. Proposers shall cooperate with the City's request for such clarification. Proposers who do not cooperate with or who provide incomplete or ambiguous responses to requests for clarification may be deemed non-responsive.

Step Five – Proposal Evaluation

The City will review all proposals that are deemed to have met the minimum qualifications of this process and are responsive to the requirements of this RFP. This evaluation will be based on the criteria described in Section VI of this RFP.

An evaluation panel will be convened for the purposes of this RFP process. The City's evaluation panel will involve, at least, one representative from a City Department with no direct interest in the service(s) being requested by this RFP and a representative from the City's Purchasing Division. The City may also include representative(s) from outside the City organization which may include attorneys, consultants, and/or employees from other Agencies.

This recommendation is likely to include: a recommendation of selection of a contractor for each of the four service areas, cost savings associated with combinations of service areas, consideration regarding exceptions taken by proposers to the Draft Franchise Agreement, and a discussion of the relative strengths and weaknesses of each proposer regarding their qualifications and technical proposal.

Step Six – City Council Selection of Preferred Proposers

The City Council will consider the recommendation of the evaluation panel. Based on those recommendations and the City Council's determination of the best value to the City, the City Council will direct staff to either execute the Draft Franchise Agreement as written or negotiate the final terms with specific proposers. The City Council may also determine that there is not sufficient value provided to the City by privatizing the collection of commercial and multi-family materials and, in such a case, may reject all proposals.

Step Seven – Negotiations

Based on the direction of the City Council, the City may enter into negotiations with one or more proposers for each service area. The scope of these negotiations shall be limited to those items identified by the proposer as exceptions to the Draft Franchise Agreement but may be expanded by the City Council to include other items that improve the value provided to the City.

Should any preferred proposer be unable to execute an agreement with the City within 30 days of the City Council's selection of a preferred proposer, the City may terminate negotiations with that proposer and enter into negotiations with one or more back-up proposers.

Section V - Proposal Requirements

This section includes an outline for the proposal as well as a description of the specific information to be included in each section of the proposal. At a minimum, the proposer is to provide all information required in this section as part of its proposal. Proposals should focus on demonstrating the proposer's ability to fulfill the obligations of the Agreement.

Proposal Outline

The following outline shall be used by proposers when completing their proposals:

- i. Title Page
- ii. Cover Letter including company name, address, contact name, phone number, fax number, and e-mail address, signature of the designated representative shown on Secretary's Certificate, Attachment 8, authorized to bind the proposing company
- iii. Table of Contents
- E.S. Executive Summary
- 1.0 Company Description
 - 1.1 Business Structure
 - 1.2 Description of Proposer's Experience
 - 1.3 Description of Proposer's Service Implementation Experience
 - 1.4 Information Regarding Litigation, Regulatory Actions, and Payment of Liquidated Damages
 - 1.5 Financial Information
 - 1.5.1 Financial Statements
 - 1.5.2 Financing Plan
 - 1.6 Key Personnel
 - 1.7 Description of Current Labor Agreements
- 2.0 Technical Proposal
 - 2.1 Description of Solid Waste Collection Methodology
 - 2.2 Description of Recyclable Materials Collection Methodology
 - 2.3 Description of Organic Materials Methodology Regarding:
 - 2.3.1 Collection
 - 2.3.2 Processing
 - 2.3.3 Marketing
 - 2.4 Implementation Plan
 - 2.5 Billing

- 2.6 Customer Service Plan
- 2.7 Environmental Considerations
- 2.8 Public Education and Outreach Plan
- 2.9 Subcontractors
- 3.0 Proposed Service Enhancements/Innovations
- 4.0 Rate and Cost Proposal
- 5.0 Exceptions to Agreement
- 6.0 Secretary's Certification
- 7.0 Anti-Collusion Affidavit
- 8.0 Certification for Local Preference (optional)
- 9.0 Letter of Commitment for a Performance Bond
- 10.0 Proposal Signature Page
- 11.0 Addenda Signature Pages

1.0 Company Description

1.1 BUSINESS STRUCTURE

- State that proposer is authorized to do business in California.
- Identify the legal entity(ies) that would execute the Agreement. State whether each entity is a sole proprietorship, partnership, corporation, or joint venture. Describe in detail the relationship of the proposer to the entity that will execute the Agreement. If the proposer is a joint venture, describe where (if at all) the entities have collaborated before.
- State the number of years the entity(ies) have been organized and doing business under this legal structure. Proposal should include all the names of proposer's (and executing entities' if different than proposer's) owners/stockholders with greater than a 10% holding and creditors owed a debt greater than 10% of the company's total assets.
- Identify other entities with common ownership and/or management.

1.2 DESCRIPTION OF PROPOSER'S EXPERIENCE

Describe the proposer's experience in providing similar services to three to five jurisdictions in California. The jurisdictions described should be of similar size and demographics to one or more of the service areas within the City. Proposers without municipal franchise experience will not be disqualified solely on that basis, however that lack of experience will be considered in the evaluation of proposer qualifications. The services provided to reference jurisdictions should be similar to those being procured through this RFP. The description shall include:

- The service performed (i.e., solid waste collection, recyclable materials collection, and organic materials collection and processing);
- The jurisdiction where the activities were performed and commencement date of the agreement;
- The name, address, and telephone number of each jurisdiction representative responsible for administering the agreement;
- The number of customers served, tons collected, tons diverted, and type (e.g., side loading, front loading, roll-off) and number of vehicles dispatched per day for solid waste, recyclable materials, and organic materials collection services.

1.3 DESCRIPTION OF PROPOSER'S SERVICE IMPLEMENTATION EXPERIENCE

Describe how the proposer has previously handled the specific requirements for the procurement of vehicles and personnel, training of personnel, transition of billing and fee collection services, determination of routes and operating procedures, delivery of containers, public education, and the preparation of procedures to ensure a smooth transition from one company to another and one type of service to another.

Include descriptions of solutions to common problems that occur during implementation (e.g. inaccurate customer lists, lack of coordination of the removal and replacement of containers, service day changes, missed streets at the beginning of a contract, large number of customer calls in the beginning of the contract, etc.). Include descriptions of any other problems and solutions from previous initiations of contracts.

Also, include a minimum of three references for jurisdictions for which the proposer has initiated a new collection contract and/or new collection services. Describe the number of multi-family and commercial accounts for each reference. List the problems that occurred during the implementation of the new contract and solutions implemented to solve the problems.

1.4 INFORMATION REGARDING LITIGATION, REGULATORY ACTIONS, AND PAYMENT OF LIQUIDATED DAMAGES

Describe all past and pending civil, legal, regulatory, and criminal actions now pending or which have occurred in the past 10 years against key personnel (as identified by the proposer in Section 1.6), proposing entity, and all subsidiaries owned by proposing entity. List the amount of liquidated damages the proposing entity has paid, the name of the jurisdiction to which damages were paid, and the event(s) which triggered the damages.

Proposer shall also describe all extraordinary events including: criminal wrongdoing; forfeitures; payment of fines, liquidated damages, or assessments greater than \$1 Million; or, any indictment or conviction involving (directly or indirectly) a public agency or

public official. Descriptions of such extraordinary events shall be provided regardless of whether the incident occurred in the last 10 years.

1.5 FINANCIAL INFORMATION

1.5.1 FINANCIAL STATEMENTS

Submit audited financial statements for the last three years, including balance sheet and income statement. If proposer is a partnership or joint venture, individual audited financial statements must be submitted for each general partner and the joint venture thereof. All such statements are to be prepared in accordance with Generally Accepted Accounting Principles applied on a consistent basis and shall be audited in accordance with Generally Accepted Auditing Standards by an Accountant certified in the State of California and shall include a statement by the chief financial officer of the entity described in 1.1 above that there has been no material adverse change in such condition or operations as reflected in the submitted balance sheet and income statements since the date on which they were prepared.

In order to accurately determine the financial stability of the proposer, financial statements shall be provided individually or presented as a consolidated financial statement for all related parties to the entity contracting with the City. Failure to include one or more operating companies associated with common ownership may provide an incomplete understanding of the proposer's debt levels, cash flow, profitability, or other key indicators required to understand a company's financial health. Related party entities may include other companies providing indirect services under this agreement (e.g. organic materials processor, trucking company, etc.) or may be a sister- or affiliate-company of the proposer which has common ownership. Should the City determine that financial statements are required for additional related party entities that are not included in the original proposal; the City may find that the proposer is non-responsive to this RFP and may disqualify the proposer on those grounds.

If financial statements are to be treated as "Confidential," provide the financial statements in a separate envelope with the proposal.

1.5.2 FINANCING PLAN

Describe the plan for financing all capital requirements (i.e., those listed in Attachment 6, Form 6) in a "Sources and Uses of Funds" format, which describes the sources of required capital (e.g., banks, leasing companies, cash reserves, etc.) and uses (e.g., property, trucks, equipment, containers, reserves, etc.). Attach supporting documents (e.g., letters from banks or leasing companies) that demonstrate your ability to implement the financing plan.

1.6 KEY PERSONNEL

Provide an organization chart for key management positions and personnel for the implementation team and the ongoing management team for the services to be provided under the Agreement. Provide a job description for each key position in the organization chart indicating the qualifications and experience of key personnel the proposer would assign to such positions. Specify the amount of time each individual will be dedicated to work on services provided to multi-family and commercial businesses.

Provide résumés, names, and phone numbers of municipal references for the key proposed management team members (e.g., customer service manager, general manager, maintenance manager, operations manager, financial manager, public education specialist, etc.) that will fill these positions. Indicate which positions should, in the opinion of the proposer, be considered "key" in providing service of this nature. At a minimum, key personnel shall include the chief executive officer (CEO), chief financial officer (CFO), president, vice-president, controller, general manager, operations manager, customer service manager, maintenance manager, and public education specialist or other personnel with similar titles. If corporate management (e.g. CEO, CFO, etc.) will not be directly involved in this operation, such information is not required..

1.7 DESCRIPTION OF CURRENT LABOR AGREEMENTS

Regardless of whether proposer is currently operating under a labor agreement, each proposer is expected to describe their labor costs and benefits. List proposed hourly wages for personnel that will perform collection operations, maintenance, billing, and customer service responsibilities if proposer is selected to provide services and the City, and describe the benefits such employees will receive.

If services will be provided under an existing labor agreement, provide a copy of such agreement. Identify if and when the proposer plans to enter into any labor agreements related to the performance of these services and describe the nature of the agreement.

2.0 Technical Proposal for Collection Services

In addition to specific information requested below, additional information is requested in the rate and cost proposal forms, which are described in Item 3.0 of this Section V and presented in Attachment 6.

2.1 SOLID WASTE COLLECTION

Each proposer shall describe how it plans to perform the solid waste collection services requested in the RFP and described in the Agreement.

Specifically, information should separately address multi-family services, commercial services, roll-off box services, compactor services, and City facilities. Include at a minimum:

- Collection methodology, including discussion of special methods for collecting in narrow streets, courts, and alleys;
- Estimated annual tons of solid waste collected by source;
- Equipment to be utilized (i.e., equipment/vehicle description, number, types, cost, capacity, average load per vehicle, axle load, age, identification if purchased from City, etc.) all of which must be reasonably expected to provide service throughout the term of the Agreement;
- Manufacturer's specification for collection vehicles and identification of those purchased from the City;
- Standard crew size (i.e., driver, helper);
- Number, types, size, costs, and manufacturer's specifications of containers to be utilized and identification of those purchased from the City;
- Location for equipment and personnel staging;
- Maintenance facilities location;
- Preventive maintenance program for equipment;
- Office location for management and administration operations; and,
- Personnel training (including, but not limited to, operational training, safety training programs, compliance with EEO and ADA, and training-meeting frequencies).

If the proposed methodology or equipment can be considered non-standard (e.g., co-collection vehicles, split containers, or divided bins), proposer must provide the names of jurisdictions where the proposed equipment is currently being used as it is proposed. Also, describe in detail how this collection technology will work, why it was chosen for the City, and how it will benefit and work in the City specifically.

2.2 RECYCLABLE MATERIALS COLLECTION

Recyclable materials to be collected must include, at a minimum, those materials listed under the definition of "Recyclable Materials" in the Draft Franchise Agreement, but may be expanded to include other materials acceptable to the recyclable materials processing facility at any time during the term of the agreement. Proposer shall describe how it plans to perform each of the services requested in the RFP and described in the Agreement. Specifically, information should separately address multi-family services, commercial services, roll-off box services, compactor services, and City facilities. Include at a minimum:

- Plan for identifying contaminated loads prior to collection to ensure that contamination is minimized to the greatest extent feasible prior to delivery at the MRF.
- Plan for minimizing contamination of recyclables and maximizing participation in recycling;

- Collection methodology, including discussion of special methods for collecting in narrow streets, courts, and alleys;
- Equipment to be utilized (i.e. equipment/vehicle description, number, types, cost, capacity, average load per vehicle, axle load, age, identification of those purchased from City, etc.); all of which must be reasonably expected to provide service throughout the term of the Agreement;
- Manufacturer's specification for collection vehicles and identification of those purchased from the City;
- Standard crew size (e.g., driver, helper);
- Types, costs, number, and manufacturer's specifications of containers to be utilized, and identification of those purchased from the City;
- Location for equipment and personnel staging;
- Maintenance facilities location;
- Preventive maintenance program for equipment;
- Office location for management and administration operations; and,
- Personnel training (including, but not limited to, operational training, safety training programs, compliance with EEO and ADA, and training-meeting frequencies).

If the proposed methodology or equipment can be considered non-standard (e.g., co-collection vehicles or split containers), proposer must provide the names of jurisdictions where the proposed equipment is currently being used as it is proposed. Also, describe in detail how this collection technology will work, why it was chosen for the City, and how it will benefit and work in the City specifically.

2.3 ORGANIC MATERIALS

The City is interested in receiving proposals for the management of organic materials from the City's commercial sector. Proposers are asked to describe their experience with such programs and their plans for implementing organics programs in Fresno.

The proposal should describe the acceptable materials under the proposed program, as well as those materials which would be considered contaminants. The City reserves the right to accept, delay implementation, or reject organics proposals without effect to the rest of the proposal.

2.3.1 COLLECTION

Proposers shall describe how it plans to perform the services requested in the RFP and described in the Agreement. Specifically, information should separately address multi-family services, commercial services, roll-off box services, compactor services, and City facilities. Include at a minimum:

- Plan for identifying contaminated loads prior to collection to ensure that contamination is minimized to the greatest extent feasible prior to delivery at the organic materials processing facility.
- Plan for minimizing contamination of organic materials and maximizing participation in organics programs;
- Collection methodology, including discussion of special methods for collecting in narrow streets, courts, and alleys;
- Equipment to be utilized (i.e. equipment/vehicle description, number, types, cost, capacity, average load per vehicle, axle load, age, identification of those purchased from City, etc.) all of which must be reasonably expected to provide service throughout the term of the Agreement;
- Manufacturer's specification for collection vehicles and identification of those purchased from the City;
- Standard crew size (e.g., driver, helper);
- Types, costs, number, and manufacturer's specifications of containers to be utilized and identification of those purchased from the City;
- Location for equipment and personnel staging;
- Maintenance facilities location;
- Preventive maintenance program for equipment;
- Office location for management and administration;
- Personnel training (including, but not limited to, operational training, safety training programs, compliance with EEO and ADA, and training-meeting frequencies);
- Sample of instructions which must be conveyed to participants.

If the proposed methodology or equipment can be considered non-standard (e.g., co-collection vehicles or split containers), proposer must provide the names of jurisdictions where the proposed equipment is currently being used as it is proposed. Also, describe in detail how this collection technology will work, why it was chosen for the City, and how it will work in the City specifically.

2.3.2 PROCESSING

The following information is required for organic materials services:

- Estimated annual tons of each type of organic materials that will be collected, processed, and marketed.
- Estimated contamination rate expressed as the percentage of all organic materials collected which will be disposed rather than returned to a productive market. Note that "productive market" shall not include any use (e.g. ADC, AIC, slope stabilization, road base, etc.) at an active landfill.

- Name and description of transfer and processing facility(ies) where organic materials will be handled, name of owner and operator of the facility(ies), copy of facility(ies) permits, proof of permitted capacity, anticipated revenue/cost per ton, tonnage commitment for the term of the Agreement, and method of tracking tonnage if the facility is receiving tonnage from other jurisdictions. Note that the use of organic materials for alternative daily cover is not allowed under the Agreement.
- If the proposer is not the owner/operator of the processing facility, provide a letter of commitment specifying volume, term, and price (including method of adjustment) of the Agreement, from the processing facility owner/operator. As noted previously, City shall be named as a pre-approved assignee to the proposer's contract with any subcontractor, including the organic materials processing facility.
- Description of the types of acceptable materials to be collected. Describe the benefits, limitations, contamination issues, and markets that will affect the program.
- Description of the facility's plans to comply with pending San Joaquin Valley Air Pollution Control District regulations regarding emissions from chip, grind, and compost operations.
- If the proposer is interested in utilizing available anaerobic digester capacity at the City's treatment facility, describe proposer's plan to pre-process material to make it suitable for a low-solids digester.

2.3.3 MARKETING

Each proposer shall describe its organic materials marketing plan, including the following information:

- Describe the marketing methods and approach (e.g. long-term contracts), types of products to be produced from the organic materials (specifically which companies or market sectors materials will be sold to), targeted primary and contingent markets, pricing policy and assumed value for each product produced from the organic materials (supported by average monthly prices by type and grade of material over the past 12 months).
- Describe how company will handle fluctuations in quantity and composition of organic materials.
- Describe how company will respond to severe market demand and pricing fluctuations, which should address emergency storage of organic materials.
- Describe how the company will assure the City that no organic materials will be landfilled.

2.4 IMPLEMENTATION PLAN

Provide a detailed implementation plan describing the proposer's approach to facilitating a smooth transition from City-provided collection services to contractor-provided collection services. The proposal must clearly describe the proposer's ability to implement the services in accordance with the schedule shown in Section I of this RFP. This should include how the proposer will meet equipment, personnel, administration, customer service, billing, maintenance, and public education requirements. The proposer should describe its assumptions regarding City's staff participation. The proposal shall include a schedule listing key events (i.e., equipment procurement, public education, container distribution, employee hiring and training, etc.), duration, and expected completion date of each event.

2.5 BILLING

The contractor(s) shall be responsible for billing all customers. To insure that customers in the City obtain competent, professional, and courteous customer service with regard to billing matters each proposer shall:

- Describe how the proposer will work with the City to ensure the smooth and accurate transition of customer service and billing data. Such a description shall include the requirements of data provided by the City, process for auditing and verifying the accuracy of data in the Contractor's system following the import of City data, and a detailed schedule identifying the timing of each responsibility of the City and Contractor.
- Describe how billing data will be regularly transmitted to the City on an automated basis throughout the term of the agreement.
- Provide sample of customer bills and a listing of jurisdictions where proposer currently provides billing services, including a contact name and phone number.
- Describe all acceptable payment methods including contractor's experience with automated payment systems and website-based payments.
- Describe contractor's approach, including frequency, for performing audits of service levels and billing to ensure that all customers are being billed properly.
- Describe its procedures for dealing with customer service, with regards to customer billing demands, during the transition and throughout the term of the Agreement.
- Provide a description of proposer's experience with bad debt in other communities where proposer currently provides service. This description should list each community, the number of customers in that community, and the bad debt ratio (expressed as the percentage of uncollectable billings relative to total billings).

2.6 CUSTOMER SERVICE PLAN

To ensure that customers in the City obtain competent, professional, and courteous customer service each proposer shall:

- Describe the location, in the City, where customer service operation will be housed.
- Specify the number of full time equivalent Customer Service Representatives (CSR) that will serve the City. Describe how calls will be handled/reported, how many calls are expected per CSR, and describe any changes you will make to your current CSR operation to accommodate the City.
- Describe procedures to satisfactorily respond to, record, and report common customer complaints such as: missed pick-ups; spills and litter resulting from collection; collection schedule changes; broken or missing containers; improperly prepared set-outs; noise complaints; traffic and sidewalk obstruction during collection; and, safety around collection vehicles during operations.
- Describe training programs for CSRs.
- Describe your company's performance standards relative to customer service in terms of:
 - Maximum resolution time ("resolution time" means the duration of time from the receipt of the customer's complaint until the time that the complaint is resolved to the customer or City's satisfaction)
 - Average resolution time
 - Maximum call center hold time
 - Average call center hold time
 - Email and website request response times

2.7 ENVIRONMENTAL CONSIDERATIONS

Each proposer shall provide the following information:

- **Clean Air Vehicles:** Describe contractor's plan for implementing collection services using CNG or LNG fueled vehicles or some other technology resulting in similar or reduced air emissions.
- **Hazardous Waste Management:** Describe procedures for identifying and handling hazardous waste disposed in the solid waste, recycling materials, and organic materials collected in the performance of these services. The plan shall describe: identification and screening procedures; notification plan; disposal plan; and, employee training program. Proposers shall include a description of their plan for cleaning up all hydraulic spills including the plan for removing absorbent material applied to such spills within 24 hours of application of absorbent.
- **Environmental Compliance:** If applicable, describe the proposer's ability to respond to issues identified during the environmental review, compliance, and permitting process associated with the development of a new corporation yard, maintenance facility, or processing facility.

- **Environmental Enhancements:** Proposer is encouraged to identify environmental enhancements it can incorporate into its operations and/or describe its company's environmental policies that support the City's goals and objectives related to:
 - Minimizing environmental impacts (e.g., air, water, depletion of natural resources) associated with collection, transfer, processing, and disposal services;
 - Encouraging the highest and best use of recycled materials; and,
 - Supporting, where practical, local and regional end markets for recyclables.

Examples of environmental enhancements, aside from alternative fuels, include:

- Obtaining certification as a "Green Business" through a Green Business Program;
- Incorporating green building best practices and standards into facilities used by proposer;
- Adopting environmentally preferable purchasing policies for the company's operations; and,
- Achieving certification to national or international standards (e.g., ISO certification for environmental or quality management).

The above examples are intended as guidance for what may be considered environmental enhancements. Proposer is not obligated to address any of these elements, and may present other programs or policies of its own.

2.8 PUBLIC EDUCATION AND OUTREACH PLAN

The City places importance on effective public education and promotion as the key to helping residents and businesses understand more about source reduction, reuse, and recycling. While the City plans to coordinate the public education and outreach efforts of all selected contractors in order to ensure consistency throughout the City, the independent efforts of contractors are critical to the success of their programs. Each proposer shall describe the following separately for multi-family and commercial (including City facilities) services:

- Public education programs that will be implemented for the proposed recyclable materials and organic materials programs.
- Experience preparing multi-lingual public education materials (preferably in English, Spanish, and Hmong).
- Plans for, if any, presentations to service organizations.
- Plan for development of employee/tenant recycling program training brochures or other materials to be provided to business owner or property managers.
- Plans for participation at City events, such as booths, displays, sponsorship, parade floats, etc.

- Outreach and waste audits to identify additional recycling opportunities.
- Schedule and quantity of information that will be distributed (e.g., newsletters, brochures, etc.).
- Proposed number of employees, their job functions, and number of hours per week that will be devoted to the promotion and maintenance of each of the programs.
- Public education and outreach staff or subcontractors qualifications, resumes, years of experience, and references.
- Samples of similar educational materials, which may have been used in other programs.
- Proposed annual budget for public education and outreach.

2.9 SUBCONTRACTORS

Each proposer shall identify all subcontractors by name, address, and federal tax ID number and shall describe all services to be performed by any subcontractors. The proposal shall also certify that the City shall be a pre-approved assignee of any contractual relationship between the proposer and their subcontractor, if selected.

3.0 Proposed Service Enhancements and Innovations

Proposers are encouraged to submit one or more proposals for service enhancements, innovations, or cost-saving approaches. Examples of possible service enhancements and innovations may include strategies like wet/dry routing, “dirty MRFing”, re-use collections, developing “incubators” for businesses that use recycled materials as a feedstock, or establishment of a “reuse store”.

For each proposal for innovative and/or cost saving services, proposer shall provide a thorough description of its plans for the program, including, but not limited to, the following:

- The type and number of customers that would be targeted and basis for estimated tonnage levels and customer participation levels;
- Collection methodology, including discussion of special methods for collecting in hard-to-service areas such as narrow streets, courts, and alleys;
- Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age, etc.). Describe plans for equipment replacements through the maximum term of the Future Franchise Agreement;
- Transfer and processing facilities;
- Marketing strategy and markets (particularly for the wet stream);
- The benefits of the proposed service, and potential challenges related to the service and strategies for managing such changes; and,
- Communities where this program has been successfully implemented by proposer or others.

If innovative or cost-saving proposals are presented and result in a significantly different cost than the basic services requested under this RFP, proposer shall follow the cost proposal requirements specified in Section 4.0 below and submit a separate set of cost forms for each alternative proposal described. Proposals including the use of facilities other than the CARTS transfer station and the Sunset Waste Paper MRF shall be considered service enhancements and shall be submitted in addition to a base cost proposal that assumes the cost of the designated facilities.

If base service includes innovations that do not change the cost of the service, there is no need to submit a separate set of cost and rate forms. The City is not obligated to evaluate or select these proposals. Innovative or cost-saving proposals may be considered by the City if it concludes that they warrant evaluation and analysis.

4.0 Rate and Cost Proposal

Proposers shall propose separate costs for servicing each of the four service areas to ensure that proposals are received to service all four areas of the City. However, the City will not allow a single company to receive franchises for more than two service areas. Proposers must complete a separate set of rate and cost proposal forms (provided in Attachment 6) for each service area.

When completing the forms, proposers shall note which service area is applicable by checking the boxes provided on the forms. Please include discounts in the operating component, if any, for award of more than one service area using Form 2.

Attachment 6 includes rate and cost proposal forms. Proposers will be provided an electronic version of the forms in Excel and will be required to use the electronic file to prepare and submit its rate and cost proposal forms. A brief description of the purpose of each form is provided below as well as instructions for completing the forms.

These detailed cost and operating assumptions are critical elements in the City's consideration of the company's proposal. Failure to submit accurate and complete forms may result in rejection of a proposal.

Form 1, Rate and Cost Proposal Summary Comparison. This form requires no input by the proposer. The form automatically compares annual rate revenue data from the rate proposal forms (1A through 1I) and the contractor's revenue requirement from the cost proposal summary (form 8). If there is a discrepancy between rate revenues and the revenue requirement of more than \$1,000 per year, *the proposal may be deemed incomplete or inaccurate and therefore non-responsive*.

Forms 1A through 1I, Rate Proposal. Proposers shall document on these forms its rate proposal. To simplify the rate determination process, the City requires that the proposer only present its per-cubic-yard rate in the "boxed" areas that appear on the first sheet of each form and the Microsoft Excel spreadsheet will automatically calculate the rates for each customer based on rate relationships (volume and frequency) defined by the City. Specifically, **the proposer shall not input any information into the cells shaded gray** on the Excel spreadsheet because the values for each of the shaded cells will be automatically calculated using formulas

provided in the spreadsheet. The establishment of this rate relationship allows for comparability of proposals during the evaluation phase that is not possible if each proposer offers a unique rate structure.

- Forms 1A through 1C, Multi-Family Rate Proposal: Proposers shall document on these forms its proposal for multi-family solid waste bin rates, multi-family recycling rates, and multi-family green waste rates.
- Forms 1D through 1F, Commercial Rate Proposal: Proposers shall document on these forms its proposal for commercial solid waste cart and bin rates, commercial recycling rates, and commercial organic materials rates.
- Forms 1G through 1H, Roll-Off Rate Proposal: Proposers shall document on these forms its proposal for permanent roll-off solid waste and organic materials rates. Permanent roll-off service shall be the services provided to customers that have a roll-off box permanently placed on their premises and serviced at least weekly.

Temporary roll-off service and roll-off recycling and C&D service is not included in the scope of this franchise. A separate Roll-Off franchise agreement will cover those services.

- Form 1I, Rates for Special Services: Proposers shall document on Form 1I, its rates for extra pick-ups, push/pull services, container lock services, enclosure service, etc.

Form 2, Service Area Discount: Proposers shall document on Form 2 the discount to rates, if any, that they will provide if the City contracts with the proposer for more than one service area. If the proposed discount is different depending on the service areas selected (e.g. 10% discount if selected for Service Areas 1 and 3 but 15% discount if selected for Service Areas 1 and 2), proposer shall modify Form 2 to clearly describe the discounts applied for each set of combinations.

NOTE: If the City selects a proposer for award of more than one service area, the selected proposer will be required to complete a revised, consolidated cost proposal to document their cost assumptions for providing services to multiple service areas. In order to reduce the proposers' costs of preparing and the City's cost of evaluating proposals, such combination cost proposals are not required in the original proposal submittal.

Forms 3 through 6, Operational Information: Proposers shall document their assumptions regarding operating arrangements, staffing levels, and capital needs on Forms 3 through 6. The operating information on these forms will be used to evaluate the reasonableness of the proposer's proposed rates on Forms 1A through 1M.

Forms 7 and 8, Cost Proposal: Proposers shall complete Forms 7 and 8 to document its annual estimated costs. The cost information shall be used to assess the reasonableness of the rate proposal presented on Forms 1A through 1I and to adjust rates under special circumstances described in Section 11.5 of the Agreement. Annual operating costs should equal the annual rate revenue generated by Forms 1A – 1I.

A completed set of the rate forms (Forms 1A through 1I) are provided as an example in Attachment 10 for illustrative purposes only. All rates that appear in the example are hypothetical. The example is included as a tool to assist proposers in understanding the City's rate structure.

Cost proposals shall reflect the City-directed use of the American Avenue Landfill, in Fresno, by way of the CARTS transfer station for the disposal of solid waste; and the City-directed use of Sunset Waste Paper Inc.'s processing site in Fresno for the processing of recyclable materials. Cost proposals shall assume a solid waste disposal fee of \$28.70 per ton and recyclable materials processing fee of \$17.15 per ton. These fees may be adjusted as described in the franchise agreement, prior to commencement of services. If these fees are adjusted, the disposal and processing components of the rates shall be adjusted to ensure that the contractor is held harmless for such a change in costs.

Proposers shall recognize that the rate structure presented in Forms 1A through 1I is different than the City's current rate structure with regard to the relationship between the per-cubic-yard rate, per-gallon rate, and frequency of collection. The proposed rate structure may cause some customers to shift to different service levels. If a shift in the number of customers in each service category occurs, the rates shall not be adjusted to reflect any changes.

As described in Section 11.1 of the Agreement, the contractor's compensation during the term of the Agreement shall be actual gross rate revenues remitted to contractor by customers less fees due to the City. First year rates shall be set based on the selected proposer(s) rate proposal, adjusted to reflect any changes in the per-ton solid waste disposal fee and/or recyclable material processing fee if the actual fees on the date of execution of the Agreement are different than those stated above. Rates shall be adjusted annually using either an inflationary or cost-of-service based methodology, depending on the year, in accordance Article 11 of the Agreement.

5.0 Exceptions to Agreement

To provide proposers with a clear understanding of the roles, responsibilities, rights, and obligations of the contractor(s) and the City, the Agreement has been prepared and is included as Attachment 1. Proposers shall review the Agreement before submittal of their proposal to the City. This review process allows proposers to prepare the proposal and costs for services with full consideration of its rights and obligations.

To document the proposer's exceptions to the Draft Franchise Agreement and proposed alternative language, proposer shall record its exceptions and proposed alternative language directly in an electronic version of the Draft Franchise Agreement and include a hard-copy and electronic, redline/strikeout version, of the Draft Franchise Agreement in its proposal. Proposer shall also complete any information in the Draft Franchise Agreement that needs to be tailored to the company's proposal such as, but not limited to, the contractor's name, guarantor's name, and the proposed processing facilities.

Proposer will be deemed to have accepted and agreed to any provisions of the RFP and/or proposed terms and conditions of the Draft Franchise Agreement that have not been noted as exceptions in the proposal. If the City chooses to enter into negotiations with proposer(s), the

noted comments and recommended alternative Franchise Agreement language will serve as a starting point for discussion. With this understanding, the selected contractors may not initiate discussion related to Franchise Agreement language for which no exceptions were noted. The City may request the proposer to sign the Draft Franchise Agreement before City Council makes the final contractor selection.

The City shall reserve the right to determine if the exceptions are reasonable. However, the number of, and the nature of, the comments will be compared to those noted by the other proposers during the proposal evaluation process and may be grounds for proposal rejection. If the proposer substantially changes the terms in such a way that the business deal or allocation of risk is not comparable to other proposals, the City may determine that such a proposal is not responsive to this RFP. Examples of such changes may include, but are not necessarily limited to: eliminating or reducing the quality or quantity of certain services to be provided, the contract term and extensions, significant exceptions to the rate adjustment methodology, and insurance and indemnification requirements.

6.0 Secretary's Certification

Each proposer shall complete and submit the Secretary's Certification (Attachment 8).

7.0 Anti-Collusion Affidavit

Each proposer shall complete, sign, and submit the Anti-Collusion Affidavit (Attachment 9). The Anti-Collusion Affidavit shall be part of the proposal. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

8.0 Certification for Local Preference

Each proposer shall complete and submit the Certification for Local Preference (Attachment 2), if they seek the benefit of local preference. The Certification of Local Preference Form, if submitted, shall be part of the proposal. Signing the proposal on the signature page thereof shall also constitute signature of the Certification for Local Preference. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution. Each proposer is encouraged to carefully review the City's Municipal Code requirements for Local Preference.

9.0 Letter of Commitment for a Performance Bond

Each proposer shall submit an unconditional commitment letter or evidence from a corporate surety, admitted by the California Insurance Commissioner to do business in the State of California that, if awarded an Agreement, the proposer can and will provide a performance bond in accordance with Section 12.5 of the Agreement.

10.0 Proposal Signature Page

Each proposer shall complete and submit the Proposal Signature Page (Attachment 3), including notary acknowledgement in corporate form, certification by secretary (Attachment 8), and board resolution or other document to authorize individual who signs proposal.

11.0 Addenda Signature Pages

Provide signed copies of signature pages from all addenda issued.

Additional information or data relevant to the proposal (e.g. public education media, billing examples, example reports, brochures, equipment specifications, etc.) is optional and may be included as an attachment.

Failure to provide all required information may be grounds for rejection of a proposal.

Section VI - Proposal Evaluation Criteria

The City will review and evaluate all proposals after deemed responsive. To receive proper consideration, the proposal must meet the requirements of this RFP. The evaluation process will provide credit only for those capabilities and advantages that are clearly stated in the written proposal(s). In other words, advantages that are not stated will not be considered in the evaluation process.

Proposers whose proposals include a significant failure to comply with the RFP may be dropped from the evaluation process.

The City's evaluation process will involve at least one representative from a City Department with no direct interest in the service(s) being requested by this RFP and a representative from the City's Purchasing Division. The City may also include representative(s) from outside the City organization which may include attorneys, consultants, and/or employees from other Agencies.

It is the intent of the City to objectively evaluate the proposals received. The assignment of a score to a particular qualitative element is necessarily subjective and may result in a range of scores from different evaluators. The City currently anticipates using the following weighted evaluation criteria in that evaluation process. The City Council may, at its sole discretion, adjust the weighting of each of the criteria at any time or consider other factors.

Criteria	Maximum Score	% of Total
Responsiveness to RFP	Pass/Fail	N/A
Litigation & Regulatory History	Pass/Fail	N/A
Financial Stability	Pass/Fail	N/A
Proposer Qualifications	75	15%
Technical Proposal for Services	75	15%
Proposed Service Enhancements	50	10%
Acceptance of Franchise Terms	50	10%
Environmental Considerations	25	5%
Local Preference	25	5%
TOTAL QUALITATIVE SCORE	300	60%
Cost and Rate Proposal	200	40%
TOTAL MAXIMUM SCORE	500	100%

Note that when the City evaluates the rate and cost proposals, the City will examine the reasonableness of the rates and costs; and, for comparison purposes, the City will estimate annual gross rate revenues for each service area based on the current customer base. In addition, the City may estimate the gross rate revenues (as a net present value amount) that may be generated over the term of the Agreement making reasonable assumptions regarding changes in employment cost index, producer price index, consumer price index, disposal fees, and

processing fees and use the estimated net present value gross rate revenues to compare proposals.

Any award shall be based on the proposals judged as providing the best value in meeting the interest of the City and the objectives of the project.

The City reserves the right to make the selection of proposer(s) based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the proposer to perform the services set forth herein.

ATTACHMENT 1: DRAFT FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

BETWEEN

THE CITY OF FRESNO

AND

{Insert Name of Selected Contractor}

FOR

**MULTI-FAMILY AND COMMERCIAL SOLID WASTE,
RECYCLABLE MATERIALS, AND
ORGANIC MATERIALS SERVICES
IN SERVICE AREA NO. ____ **{Insert Service Area}****

DRAFT

July 12, 2010

Table of Contents

RECITALS	1
ARTICLE 1. DEFINITIONS.....	2
ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR....	12
2.1 Corporate Status.....	12
2.2 Corporate Authorization	12
2.3 Agreement will not Cause Breach	12
2.4 No Litigation	12
2.5 No Adverse Judicial Decisions	13
2.6 No Legal Prohibition.....	13
2.7 Contractor’s Statements	13
2.8 Contractor’s Investigation.....	13
2.9 Ability to Perform	13
2.10 Voluntary Use of designated Facilities	13
ARTICLE 3. TERM OF AGREEMENT.....	14
3.1 Effective Date and Commencement Date.....	14
3.2 Conditions to Effectiveness of Agreement	14
3.3 Term.....	14
3.4 Option to Extend Term	15
ARTICLE 4. SCOPE OF AGREEMENT	15
4.1 Scope of Agreement.....	15
4.2 Limitations to Scope	16
4.3 Subcontracting	18
4.4 Ownership of Materials.....	18
4.5 City-Directed Changes to Scope.....	18
4.6 City’s Right to Perform Services and Possess Equipment.....	21
4.6.1 General.....	21
4.6.2 Duration of City's Possession	22
4.7 Transition to Next Contractor at End of Agreement.....	23
4.8 City Free to Negotiate with Third Parties	23
ARTICLE 5. COLLECTION SERVICES	23
5.1 Solid Waste Collection	23
5.1.1 General.....	23
5.1.2 Multi-Family Premises.....	23
5.1.3 Commercial Premises	24
5.2 Recyclable Materials Collection.....	24
5.2.1 General.....	24
5.2.2 Multi-Family Premises.....	25
5.2.3 Commercial Premises	25
5.3 Organic Materials Collection.....	26
5.3.1 General.....	26

5.3.2	Multi-Family Premises.....	26
5.3.3	Commercial Premises	26
5.4	Collection from City Facilities.....	27
5.5	Collection from Special Events	27
5.6	Abandoned Waste Collection	28
ARTICLE 6.	PROCESSING AND DISPOSAL.....	28
6.1	Recyclable Materials Processing	28
6.2	Organic Materials Processing	29
6.3	Solid Waste Disposal	31
ARTICLE 7.	OTHER SERVICES.....	32
7.1	Public Education	32
7.2	Billing	33
7.3	Customer Service Program	34
7.3.1	Program Requirements.....	34
7.3.2	Service Complaints	35
7.4	Provision of Emergency Services	36
ARTICLE 8.	STANDARDS AND REQUIREMENTS FOR SERVICES, EQUIPMENT, AND PERSONNEL	36
8.1	Collection Hours and Schedules	36
8.2	Collection Standards	37
8.2.1	Implementation of Services	37
8.2.2	Servicing Containers.....	37
8.2.3	Weighing Materials Separately from Other Jurisdiction	37
8.2.4	Instructions to Customer	37
8.2.5	Overages	38
8.2.6	Care of Private Property.....	38
8.2.7	Litter Abatement	38
8.2.8	Noise	39
8.3	Vehicle Requirements.....	39
8.3.1	General.....	39
8.3.2	Specifications.....	40
8.3.3	Vehicle Identification.....	40
8.3.4	Inventory	40
8.3.5	Cleaning and Maintenance.....	40
8.3.6	Operation.....	41
8.4	Container Requirements.....	41
8.5	Personnel.....	43
8.6	Hazardous Waste Inspection and Handling	45
8.7	Non-Discrimination	46
8.8	Communication and Cooperation with City	46
ARTICLE 9.	RECORD KEEPING AND REPORTING.....	46
9.1	General.....	47
9.1.1	Maintenance of Records	47

9.1.2	Retention of Records.....	47
9.1.3	Inspection of Records	47
9.1.4	Record Security.....	48
9.2	Records	48
9.2.1	Financial and Operational Records.....	48
9.2.2	Collection Service Records.....	48
9.2.3	Transfer, Processing, and Disposal Records.....	49
9.2.4	Other Programs Records.....	49
9.2.5	Customer Service Records.....	49
9.2.6	CERCLA Defense Records.....	49
9.3	General Reporting Requirements.....	50
9.4	Monthly Reports	50
9.5	Quarterly Reports.....	51
9.6	Annual Reports	53
9.6.1	Annual Report Requirements.....	53
9.6.2	Contractor Officers and Board Members.....	53
9.6.3	Related-Party Entities	53
9.6.4	Operational Information.....	53
9.6.5	Financial Information.....	54
9.7	Event-Specific Reporting.....	54
ARTICLE 10. FRANCHISE FEES AND OTHER FEES.....		55
10.1	Franchise Fee	55
10.2	Other Fees	55
10.3	Adjustment to Fees	56
10.4	Payment Schedule and Late Fees.....	56
ARTICLE 11. CONTRACTOR'S COMPENSATION AND RATES		57
11.1	Contractor's Compensation	57
11.2	Rate Setting Process.....	57
11.3	Index-Based Adjustment of Rates	58
11.4	Annual Rate Application Process	65
11.5	Special Rate Review	66
11.6	Rates for Changes in Scope	68
11.7	Notice of Rate Adjustments.....	68
ARTICLE 12. INDEMNITY, INSURANCE, AND PERFORMANCE BOND		68
12.1	General Indemnification	68
12.2	Proposition 218 Indemnification.....	69
12.3	Indemnification Related to Personnel.....	69
12.4	Insurance.....	70
12.4.1	Minimum Scope of Insurance.....	70
12.4.2	Minimum Limits of Insurance	70
12.4.3	Deductibles and Self-Insured Retentions.....	70
12.4.4	Other Insurance Provisions	71
12.4.5	Acceptability of Insurers.....	71
12.4.6	Verification of Coverage.....	72

12.4.7	Required Endorsements	72
12.4.8	Delivery of Proof of Coverage.....	73
12.4.9	Other Insurance Requirements.....	73
12.5	Performance Bond	74
ARTICLE 13. DEFAULT AND REMEDIES		74
13.1	Events of Default	74
13.2	Right to Terminate upon Default	75
13.3	Possession of Property upon Termination	76
13.4	City's Remedies Cumulative; Specific Performance	76
13.5	Liquidated Damages	76
13.6	AB 939 and AB 32-Related Damages	79
13.7	Excuse from Performance.....	79
13.8	Right to Demand Assurances of Performance	80
ARTICLE 14. OTHER AGREEMENTS OF THE PARTIES		80
14.1	Relationship of Parties	80
14.2	Compliance with Law	81
14.3	Governing Law	81
14.4	Jurisdiction.....	81
14.5	Binding on Successors	81
14.6	Assignment	81
14.7	Parties in Interest.....	83
14.8	Waiver.....	83
14.9	Notice Procedures	83
14.10	Representatives of the Parties	84
14.11	Criminal Activity of Contractor.....	84
14.11.1	Criminal Activity	84
14.11.2	Notice.....	85
14.11.3	Contractor's Cure.....	85
14.11.4	Transfer and Hiring.....	86
14.11.5	City's Remedy	86
14.12	Public Hearing on Contractor's Performance	86
ARTICLE 15. MISCELLANEOUS AGREEMENTS.....		86
15.1	Entire Agreement.....	86
15.2	Section Headings	87
15.3	References to Laws	87
15.4	Interpretation.....	87
15.5	Amendment.....	87
15.6	Severability	87
15.7	Counterparts	87
15.8	Exhibits	87

List of Exhibits

A	Secretary's Certification
B	Notary's Certification
C	Contractor's Proposal
D	Implementation Plan
E	City-Approved Subcontractors
F	City Service Locations
G	Public Education and Community Outreach Programs
H	Schedule of Liquidated Damages
I	Intentionally Deleted {Placeholder}
J	City-Approved Customer Rates
K	Sample Reporting Forms
L	Guaranty Agreement
M	Contractor's Faithful Performance Bond
N	City-Owned Equipment to be Acquired by Contractor
O	American Avenue Landfill Disposal Agreement
P	Cost-Based Rate Adjustment Methodology

1 **FRANCHISE AGREEMENT**
2 **BETWEEN**
3 **THE CITY OF FRESNO**
4 **AND**

5 **{Insert Name of Selected Contractor }**

6 **FOR MULTI-FAMILY AND COMMERCIAL SOLID WASTE,**
7 **RECYCLABLE MATERIALS, AND ORGANIC MATERIALS SERVICES**
8 **IN SERVICE AREA NO. _____**

9
10 THIS FRANCHISE AGREEMENT is made and entered into as of _____, 2010, by and
11 between the City of Fresno, a municipal corporation ("City"), and _____
12 **{Insert name of selected contractor}** ("Contractor").
13

14 **RECITALS**
15 _____

16 This Agreement is entered into with reference to the following facts and circumstances:
17

18 **WHEREAS;** the Legislature of the State of California (the "State"), by enactment of the
19 California Integrated Waste Management Act of 1989 ("Act") and subsequent additions and
20 amendments (codified at California Public Resources Code Section 40000 *et seq.*), has declared
21 that it is in the public interest to authorize and require local agencies to make adequate provisions
22 for Solid Waste Collection within their jurisdiction; and,
23

24 **WHEREAS;** the Legislature has found and declared that the amount of Solid Waste generated in
25 the State, coupled with diminishing landfill space and potential adverse environmental impacts
26 from landfilling and the need to conserve natural resources, have created an urgent need for State
27 and local agencies to enact and implement an aggressive integrated waste management program.
28 The State has, through enactment of the Act, directed the responsible State agency, and all local
29 agencies, to promote diversion of materials from landfill Disposal and to maximize the use of
30 feasible waste reduction, re-use, Recycling, and Composting options in order to reduce the
31 amount of Solid Waste that must be Disposed; and,
32

33 **WHEREAS;** pursuant to the powers granted the City as a charter city by Article XI, Section 5(a)
34 of the California Constitution and Article XII of the Fresno City Charter, the City has determined
35 that the public health, safety, and well-being require that an exclusive right be awarded to a
36 qualified contractor to provide for the Collection of Solid Waste, Recyclable Materials, and
37 Organic Materials generated by Multi-Family and Commercial Premises, except for Collection
38 of materials excluded in the City's Municipal Code, and other services related to meeting the
39 Act's fifty percent (50%) diversion goal and other requirements of the Act; and,
40

41 **WHEREAS;** the City declares its intent to regulate Contractor's setting and collection of
42 reasonable Rates that Contractor will charge Customers for the Collection, Transportation,

1 Processing, Recycling, Composting, and/or Disposal of Solid Waste, Recyclable Materials, and
2 Organic Materials; and
3

4 **WHEREAS;** pursuant to Article XIII of the Fresno City Charter, as implemented by Section
5 _____ of the City's Municipal Code, the City has the authority to provide for the Collection and
6 Disposal of Solid Waste through a franchise agreement with a Solid Waste Collection provider;
7 and
8

9 **WHEREAS;** the City has established four (4) Multi-Family and Commercial Collection service
10 areas, each of which shall be serviced by a franchised hauler granted exclusive Collection rights;
11 and the four (4) service areas were established to encourage competition and ensure the City is
12 not dependent on one company to provide Collection services; and
13

14 **WHEREAS;** the City may award one company more than one service area if such award is
15 beneficial to the Customers, however, the City has determined that it is in its best interest to
16 maintain competition in the City and not allow one company to service more than two (2) service
17 areas; and
18

19 **WHEREAS;** the City Council has determined, based on its investigation of the Contractor's past
20 performance, that Contractor, by demonstrated experience, reputation and capacity, is qualified
21 to perform Collection of Solid Waste, Recyclable Materials, and Organic Materials within the
22 corporate limits of the City, and the Transportation of such material to appropriate places of
23 Processing, Recycling, Composting, and/or Disposal; and City Council desires that Contractor be
24 engaged to perform such services on the basis set forth in this Agreement; and
25

26 **WHEREAS,** this Agreement has been developed by and is satisfactory to the Parties,
27

28 **NOW, THEREFORE,** in consideration of the mutual promises, covenants, and conditions
29 contained in this Agreement and for other good and valuable consideration, the Parties agree as
30 follows:
31
32

33 **ARTICLE 1.** 34 **DEFINITIONS** 35

36 For purposes of this Agreement, unless a different meaning is clearly required, the following
37 words and phrases shall have the following meanings respectively ascribed to them by this
38 Article and shall be capitalized throughout this Agreement. When not inconsistent with the
39 context, words and phrases used in the present tense include the future, and words and phrases
40 used in the singular number include the plural number.
41

42 **"AB 939 Fee"** means the fee paid by the Contractor to the City to fund the City's obligations
43 under the Act which may include, but are not necessarily limited to: reporting, public education
44 and outreach, enforcement, pilot programs, and funding grants or subsidies.
45

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

4
5 **“Affiliate”** means all businesses (including corporations, limited and general partnerships and
6 sole proprietorships) which are directly or indirectly related to Contractor by virtue of direct or
7 indirect Ownership interest or common management. An Affiliate shall include a business in
8 which Contractor has a direct or indirect Ownership interest, a business that has a direct or
9 indirect Ownership interest in Contractor, and/or a business that is also Owned, controlled or
10 managed by any business or individual, which has a direct or indirect Ownership interest in
11 Contractor. For the purposes of this definition, “Ownership” means ownership as defined in the
12 constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in
13 effect on the date here, provided that 10 percent shall be substituted for 50 percent in Section
14 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and Section 318(a)(5)(C) shall be disregarded.
15 For purposes of determining Ownership under this paragraph and constructive or indirect
16 ownership under Section 318(a), Ownership interest of less than ten percent (10%) shall be
17 disregarded and percentage interests shall be determined on the basis of the percentage of voting
18 interest of value which the ownership interest represents, whichever is greater.

19
20 **“Agreement”** means this Agreement between the City and _____ {Insert name of
21 selected contractor} for Multi-Family and Commercial Solid Waste, Recyclable Materials, and
22 Organic Materials Services in Service Area No. _____, including all exhibits, and any future
23 amendments hereto.

24
25 **“Alternative Daily Cover” or “ADC”** means cover material used to cover compacted Solid
26 Wastes in a Disposal Site other than Organic Materials and other than at least six (6) inches of
27 earthen material, placed on the surface of the active face of the refuse fill area at the end of each
28 operating day to control vectors, fires, odors, blowing litter, and scavenging, as defined in
29 California Code of Regulations Title 27, Section 20690.

30
31 **“Applicable Law”** means all Federal, State, and local laws, regulations, rules, orders,
32 judgments, degrees, permits, approvals, or other requirement of any governmental agency having
33 jurisdiction over the Collection, Transportation, Processing, and Disposal of Solid Waste,
34 Recyclable Materials, and Organic Materials that are in force on the Effective Date and as they
35 may be enacted, issued or amended during the Term of this Agreement.

36
37 **“Approved Organic Materials Processing Site”** means the _____ {Insert name and address
38 of Contractor’s Organic Materials processing site(s)}, which was approved by the City Contract
39 Manager.

40
41 **“Billings”** means any and all statements of charges for services rendered, howsoever made,
42 described or designated by Contractor, or made by other for City or Contractor, presented to
43 Customers served by Contractor for the Collection of Solid Waste, Recyclable Materials, and
44 Organic Materials in the City.

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

3
4 **“Bulky Items”** means large discarded items including, but not limited to, major appliances,
5 furniture, unmounted tires, carpets, mattresses, and other oversize materials whose large size
6 precludes or complicates their handling by normal Collection, Processing, or Disposal methods,
7 but can be Collected without the assistance of special loading equipment (such as forklifts or
8 cranes) and without violating Collection vehicle legal load limits. Bulky Items do not include
9 abandoned automobiles, large auto parts, or trees.

10
11 **“Business Days”** mean days during which City offices are open to do business with the public.

12
13 **“Cart”** means a rigid plastic Container with a hinged lid and wheels with capacity of up to
14 ninety-six (96) gallons.

15
16 **“CERCLA”** means the Comprehensive Environmental Response, Compensation and Liability
17 Act of 1980, 42 USC §9601 et seq..

18
19 **“Change in Law”** means any of the following events or conditions which has a material and
20 adverse effect on the performance by the Parties of their respective obligations under this
21 Agreement (except for payment obligations):

- 22
- 23 a. The enactment, adoption, promulgation, issuance, modification, or written change in
24 administrative or judicial interpretation on or after the effective date of any
25 Applicable Law; or
 - 26
 - 27 b. The order or judgment of any governmental body, on or after the Effective Date, to
28 the extent such order or judgment is not the result of willful or negligent action, error
29 or omission or lack of reasonable diligence of the City or of the Contractor,
30 whichever is asserting the occurrence of a Change in Law/ The contesting in good
31 faith or the failure in good faith to contest any such order or judgment shall not
32 constitute or be construed as such a willful or negligent action, error or omission or
33 lack of reasonable diligence.
 - 34

35 **“City”** means the City of Fresno, a municipal corporation, and all the territory lying within the
36 municipal boundaries of the City as presently existing or as such, boundaries may be modified
37 during the Term.

38
39 **“City Contract Manager”** means the City’s Solid Waste Manager or their designee. The Solid
40 Waste Manager may designate certain individuals or agents of the City as the City Contract
41 Manager for specific issues, projects, or requirements. In the event of a dispute between a
42 designee and Contractor, the Solid Waste Manager’s determination shall be final. In the event
43 that the “Solid Waste Manager” position is eliminated or reclassified, City Manager or their
44 designee shall notify Contractor of the appropriate replacement title or individual.

45
46 **“City’s Municipal Code”** means the City of Fresno Municipal Code.

1
2 **“Collection”** (or variation thereof) means the act of collecting Solid Waste, Recyclable
3 Materials, Organic Materials, and other material at the place of generation in Service Area
4 No. ____.

5
6 **“Commencement Date”** means the date specified in Section 3.1.

7
8 **“Commercial”** shall mean of, from, or pertaining to non-Residential Premises where business
9 activity is conducted, including, but not limited to, retail sales, services, wholesale operations,
10 manufacturing, charity, and Industrial operations, but excluding businesses conducted upon
11 Residential property which are permitted under applicable zoning regulations and are not the
12 primary use of the property.

13
14 **“Commingled”** means a mix of Recyclable Materials.

15
16 **“Compactor”** means a mechanical apparatus that compresses materials and/or the Container that
17 holds the compressed materials. Compactors include one (1) to six (6) cubic yard Bin
18 Compactors serviced by front-end loader Collection vehicles and ten (10) to forty (40) cubic yard
19 Roll-Off Box Compactors serviced by roll-off Collection vehicles.

20
21 **“Complaint”** means written or orally communicated statements made by members of the public,
22 Customers, Owners, or Occupants of properties served by Contractor, or officers, employees or
23 agents of City alleging non-performance or deficiencies in Contractor’s performance, or
24 otherwise alleging a violation by Contractor of the provisions of this Agreement.

25
26 **“Composting”** or **“Compost”** includes a controlled biological decomposition of Organic
27 Materials yielding a safe and nuisance free Compost Product.

28
29 **“Compost Product”** means the product resulting from the controlled biological decomposition
30 of Organic Materials that are Source Separated from the Solid Waste stream, or which are
31 separated at a centralized facility.

32
33 **“Contract Management and Enforcement Fee”** means the fee paid by the Contractor to the
34 City to reimburse the City’s costs of monitoring and enforcing the provisions of this Agreement,
35 both relating to Contractor’s obligations and Customers’ activities.

36
37 **“Construction and Demolition Debris** or **“C&D”** includes discarded building materials,
38 packaging, and rubble resulting from construction, remodeling, repair or demolition operations
39 on any pavements, houses, Commercial buildings, or other structures.

40
41 **“Container”** means a Cart, Bin, Compactor, and/or Roll-Off Box.

42
43 **“Contaminants”** means those chemicals, waste, or other materials that render normally
44 Recyclable Materials and/or Organic Materials unusable or cause them to lose their market
45 value.

1 **“Contractor”** means _____ {Insert name of selected contractor}, a corporation
2 organized and operating under the laws of the State and its officers, directors, employees, agents,
3 companies, and Subcontractors.
4

5 **“Contractor’s Compensation”** means the monetary compensation received by Contractor in
6 return for providing services in accordance with this Agreement as described in Article 11.
7

8 **“Contractor Party”** shall mean Contractor, officers, directors, or management or fiscal
9 employees (where “management employee” means any employee with direct or indirect
10 responsibility for direction and control over the Contractor’s activities under this Agreement and
11 “fiscal” employee means an employee with direct or indirect responsibility and control duties
12 relating to financial matters under this Agreement).
13

14 **“Contractor’s Proposal”** means the proposal submitted by Contractor and received
15 on _____, 2010 by the City in response to the City’s request for proposals for Multi-Family
16 and Commercial Solid Waste, Recyclable Materials, and Organic Materials Collection Services
17 and certain supplemental written materials, which are included as Exhibit C and are incorporated
18 by reference. Should any conflict arise between the Contractor’s Proposal and this Agreement,
19 the Agreement shall control.
20

21 **“Criminal Activity”** means those activities described in Section 14.11.1.
22

23 **“Customer”** means the Person to whom Contractor submits billing invoices and from whom
24 Contractor collects payment for Collection services provided to a Premises. The Customer may
25 be the Occupant or Owner of the Premises, provided that the Owner of the Premises shall be
26 responsible for payment of Collection services if an Occupant of a Premises, which is identified
27 as the Customer of Owner’s Premises, fails to make such payment.
28

29 **“Delivery”** means placement of Solid Waste, Recyclable Materials, or Organic Materials by a
30 Generator in a receptacle and/or at a location that is designated for Collection pursuant to the
31 City’s Municipal Code.
32

33 **“Designated Disposal Location”** means the Orange Avenue Disposal Company, Inc. Cedar
34 Avenue Recycling and Transfer Station (“CARTS”) located at 3457 South Cedar Avenue,
35 Fresno, California. The City may, at its sole discretion at any time during the Term of this
36 Agreement, specify a different Designated Disposal Location, in accordance with Section 4.5.
37 All Solid Waste shall be Transported to the Designated Disposal Location except for the residue
38 from Organic Materials Processing, which may be delivered to a Disposal Site selected by
39 Contractor.
40

41 **“Designated Recyclable Materials Processing Site”** means the Sunset Waste Paper Inc.’s
42 Recyclable Materials Processing Sites at 2721 South Elm Avenue, Fresno. The City may, at its
43 sole discretion at any time during the Term of this Agreement, specify a different Designated
44 Recyclable Materials Processing Site, in accordance with Section 4.5. All Recyclable Materials
45 shall be Transported to the Designated Recyclable Materials Processing Site.
46

1 **“Designated Waste”** means non-Hazardous Waste which may pose special Disposal problems
2 because of its potential to contaminate the environment and which may be Disposed of only in
3 Class II Disposal Sites or Class III Disposal Sites pursuant to a variance issued by the California
4 Department of Health Services.

5
6 **“Discarded Materials”** means Solid Waste, Recyclable Materials, or Organic Materials placed
7 by a Generator in a receptacle and/or at a location that is designated for Collection pursuant to
8 the City's Municipal Code.

9
10 **“Disposal” or “Dispose”** (or variation thereof) means the final disposition of Solid Waste at a
11 Disposal Site.

12
13 **“Disposal Component”** means the portion of each Rate required to recover the Contractor's
14 costs associated with Disposing of Solid Waste at a Disposal Site. The initial Disposal
15 Component of each Rate is listed in Exhibit J. The Disposal Component shall be adjusted in
16 accordance with Section 11.3.C for Rate Periods using the index-based adjustment to Rates. The
17 Disposal Component shall be adjusted in accordance with Exhibit P for Rate Periods using the
18 cost-based adjustment to Rates.

19
20 **“Disposal Site”** means a facility for ultimate Disposal of Solid Waste.

21
22 **“Effective Date”** has the meaning ascribed in Section 3.1.

23
24 **“Federal”** means belonging to or pertaining to the national general government of the United
25 States; or founded on or organized under the constitution of the United States.

26
27 **“Fee Component”** means the portion of each Rate required to recover the Contractor's costs
28 associated with payment of City Fees, as described in Article 10. The initial Fee Component of
29 each Rate is listed in Exhibit J. The Fee Component shall be adjusted in accordance with Section
30 11.3.E for Rate Periods using the index-based adjustment to Rates. The Fee Component shall be
31 adjusted in accordance with Exhibit P for Rate Periods using the cost-based adjustment to Rates.

32
33 **“Food Scraps”** means food scraps such as those Discarded Organic Materials that will
34 decompose and/or putrefy including: (i) all kitchen and table food waste, and animal or
35 vegetable waste that attends or results from the storage, preparation, cooking or handling of food
36 stuffs, and (ii) paper waste contaminated with food (such as, but not limited to, paper plates,
37 napkins, pizza boxes, and paper towels contaminated with food). Food Scraps is a subset of
38 Organic Materials.

39
40 **“Franchise”** is the exclusive right and privilege of Contractor to Collect, Transport, Process, and
41 Dispose Solid Waste, Recyclable Materials, and Organic Materials in Service Area No. ____ in
42 accordance with the terms and conditions of this Agreement.

43
44 **“Franchise Fee”** means the fee paid by Contractor to City for the privilege to hold the exclusive
45 rights granted by this Agreement.

1 **“Generator”** means any Person as defined by the Public Resources Code, whose act or process
2 produces Solid Waste, Recyclable Materials, or Organic Materials as defined in the Public
3 Resources Code, or whose act first causes Solid Waste to become subject to regulation.
4

5 **“Green Waste”** means those Discarded Materials that will decompose and/or putrefy, including
6 but not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush,
7 tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of
8 organic waste. Green Waste is a subset of Organic Materials. Green Waste placed in a
9 Container for Collection shall not exceed six (6) inches in diameter and five (5) feet in length.
10

11 **“Guarantor”** means a secondary party who becomes obligated to promptly and fully perform,
12 satisfy, or observe the terms and conditions of the Agreement, for the Contractor who has failed
13 to promptly and fully perform, satisfy, or observe the terms and conditions of the Agreement.
14 Guarantor is _____ {Insert name of Guarantor (if applicable)}, a corporation
15 organized and operating under the laws of the State and its officers, directors, employees, agents,
16 companies, and Subcontractors.
17

18 **“Hazardous Substance”** means any of the following: (a) any substances defined, regulated or
19 listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous
20 Wastes", "toxic waste", "pollutant" or "toxic substances" or similarly identified as hazardous to
21 human health or the environment, in or pursuant to (i) CERCLA; (ii) the Hazardous Materials
22 Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act,
23 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health
24 and Safety Code §§25110 et seq., 25281, and 25316; (vi) the Clean Air Act, 42 USC §7401
25 et seq.; and (vii) California Water Code §13050; (b) any amendments, rules or regulations
26 promulgated thereunder to such enumerated statutes or acts currently existing or hereafter
27 enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant
28 identified as hazardous or toxic or regulated under any other Applicable Law currently existing
29 or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's
30 ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.
31

32 **“Hazardous Waste”** means all substances defined as Hazardous Waste, acutely Hazardous
33 Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02,
34 §25115, and §25117 or in the future amendments to or recodifications of such statutes or
35 identified and listed as Hazardous Waste by the U.S. Environmental Protection Agency (EPA),
36 pursuant to the Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future
37 amendments thereto, and all rules and regulations promulgated thereunder.
38

39 **“Holidays”** are defined as New Year's Day, Labor Day, Thanksgiving Day, and Christmas Day.
40

41 **“Industrial”** means manufacturing, marine-related, or technical productive enterprises.
42

43 **“Infectious Waste”** means biomedical waste generated at hospitals, public or private medical
44 clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries,
45 veterinary facilities and other similar establishments, as described in Health and Safety Code
46 Section 25117.5.

1
2 **“Liquidated Damages”** means the amounts due by Contractor for failure to meet specific
3 quantifiable standards of performance as described in Section 13.5 and Exhibit H.
4

5 **“Mandatory Commercial Recycling Requirements”** means any rules, regulations and/or
6 protocols of the Mandatory Commercial Recycling Measure (RW-3), which Measure was
7 adopted with the California Air Resources Board Scoping Plan by the California Air Resources
8 Board pursuant to the California Global Warming Solutions Act of 2006 (California Health and
9 Safety Code Sections 38500-38598) (“AB 32”), as implemented by the California Air Resources
10 Board or another appointed agency after the Commencement Date of this Agreement.
11

12 **“Multi-Family”** means any Residential Premises with five (5) or more units.
13

14 **“Occupant”** means the Person who occupies a Premises.
15

16 **“Operating Component”** means the portion of each Rate required to recover the Contractor’s
17 operating costs associated with providing services under this Agreement.
18

19 **“Organic Materials”** means those Discarded Materials that will decompose and/or putrefy and
20 that the City’s Municipal Code permits, directs, and/or requires Generators to separate from
21 Solid Waste and Recyclable Materials for Collection in specially designated Containers for
22 Organic Materials Collection. Organic Materials include Green Waste and Food Scraps such as,
23 but are not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants,
24 brush, tree trimmings, dead trees, small wood pieces, other types of organic yard waste,
25 vegetable waste, fruit waste, grain waste, dairy waste, meat waste, fish waste, paper
26 contaminated with Food Scraps, pieces of unpainted and untreated wood, and pieces of
27 unpainted and untreated wallboard. No Discarded Material shall be considered Organic
28 Materials, however, unless such material is separated from Solid Waste and Recyclable Material.
29

30 **“Owner”** means the Person holding legal title to the land or building.
31

32 **“Parent Company”** refers to a company owning more than fifty percent (50%) of the shares of
33 another company (subsidiary) or a company that has management control over such subsidiary.
34

35 **“Party”** or **“Parties”** refers to the City and Contractor, individually or together.
36

37 **“Person”** means any individual, firm, association, organization, partnership, corporation,
38 business trust, joint venture, the United States, the State, the County of Fresno, and special
39 purpose districts.
40

41 **“Premises”** means any land or building in the City where Solid Waste, Recyclable Materials, or
42 Organic Materials are generated or accumulated.
43

44 **“Processing”** means to prepare, treat, or convert through some special method.
45

1 **“Processing Component”** means the portion of each Rate required to recover the Contractor’s
2 costs associated with Processing of Recyclable Materials and Organic Materials at a Processing
3 Site.

4
5 **“Processing Site”** means any plant or site used for sorting, cleansing, treating or reconstituting
6 Recyclable Materials or Organic Materials to make such material available for beneficial use.

7
8 **“Rate(s)”** means the service charges and Special Charges for services under this Agreement that
9 Contractor bills and collects from each Customer receiving service under this Agreement.

10
11 **“Rate Period”** means a 12-month period, commencing January 1 and concluding December 31.

12
13 **“Recyclable Materials”** means those Discarded Materials that the City Code permits, directs
14 and/or requires Generators to set out in Recyclables Materials Container for Collection for the
15 purpose of Recycling. No Discarded Materials shall be considered Recyclable Materials unless
16 such material is separated from Solid Waste and Organic Materials. Recyclable Materials shall
17 include, but not be limited to: newspaper (including inserts, coupons, and store advertisements);
18 mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown
19 paper bags, brown paper, paperboard, paper egg cartons, telephone books, grocery bags, colored
20 paper, construction paper, envelopes, legal pad backings, shoe boxes, soap boxes, cereal and
21 other similar food boxes); chipboard; cardboard; paper milk cartons; glass containers of any
22 color (including glass bottles and jars all colors); aluminum cans; fabric softener containers;
23 steel, tin or bi-metal cans; plastic containers (clear or green plastic soda and water bottles, plastic
24 containers and bottles and plastic bags with no. 1, 2 or 3 on the bottom); and food containers
25 from potato salad, pasta salad, whipped cream, etc.

26
27 **“Recycle” or “Recycling”** means the process of sorting, cleansing, treating and reconstituting of
28 Discarded Materials at a Recyclable Materials Processing Site for the purpose of returning such
29 materials to the economy in the form of raw materials for new, reused or reconstituted products.

30
31 **“Related-Party Entity”** means any Affiliate that has financial transactions with Contractor
32 pertaining to this Agreement that has been approved by the City. For the purposes of this
33 Agreement, Related-Party Entities shall include, but are not limited to: _____
34 {Insert legal names of related parties (if applicable)}.

35
36 **“Residential”** shall mean a Premises designed or used for residence or dwelling, whether
37 permanent or temporary in nature.

38
39 **“Roll-Off Box”** means an open-top Container with a capacity of ten (10) to forty (40) cubic
40 yards that is serviced by a roll-off Collection vehicle.

41
42 **“Salvageable Material”** means those Discarded Materials that may be reused in their existing
43 form or may be reused after some form of Processing including, but not limited to, Organic
44 Materials and Recyclable Materials.

1 **“Service Area No. ____”** refers to _____ {City/HFH – Update for each service area
2 using RFP description upon selection of contractor.}.

3
4 **“Service Type”** refers separately to the following types of Solid Waste, Recyclable Materials,
5 and Organic Materials Collection services: Multi-Family Bin service, Commercial Cart service,
6 Commercial Bin service, and Roll-Off Box service.

7
8 **“Solid Waste”** means Source Separated Solid Waste as defined in California Public Resources
9 Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated thereunder and those
10 Discarded Materials that the City Code requires Generators within the City to set out for
11 Collection. Excluded from the definition of Solid Waste are Construction and Demolition Debris
12 (C&D), Hazardous Waste, Infectious Waste, Designated Waste, Source Separated Recyclable
13 Materials, Source Separated Organic Materials, and radioactive waste.

14
15 Solid Waste includes Salvageable Materials only when such materials are included for Collection
16 in a Solid Waste Container.

17
18 **“Source Separated”** means the segregation, by the Generator, of materials designated for
19 separate Collection from other materials. For example, recyclables may be Source Separated
20 from Solid Waste.

21
22 **“Special Charges”** means the specific service-related charges provided in Exhibit J, and that
23 Contractor shall bill Customers if appropriate.

24
25 **“Specialty Recyclable Material”** means material that can be or will be Collected for purposes
26 of Recycling by any Person other than the Contractor. Such Specialty Recyclable Material may
27 include, but is not limited to, scrap metal, high-grade paper (including office mixed paper),
28 pallets, mattresses, textiles, industrial plastics, precious metals, and plastic film.

29
30 **“State”** means the State of California.

31
32 **“Subcontractor”** means a party who has entered into a contract, express or implied, with the
33 Contractor or Guarantor for the performance of an act that is necessary for the Contractor’s
34 fulfillment of its obligations under this Agreement.

35
36 **“Term”** means the Term of this Agreement, including extension periods if granted, as provided
37 for in Article 3.

38
39 **“Ton”** or **“Tonnage”** means a unit of measure for weight equivalent to two thousand (2,000)
40 standard pounds where each pound contains sixteen (16) ounces.

41
42 **“Transfer Station”** means a permitted facility utilized to receive Solid Waste and Organic
43 Materials, to temporarily store, separate, Recover, convert or otherwise process the materials
44 comprising the Solid Waste, and to load Solid Waste and Organic Materials into Transfer
45 Vehicles for Transport to the Disposal Site or an Approved Processing Site.

1 **“Transportation”** means the act of transporting or state of being transported.
2

3 **ARTICLE 2.**
4 **REPRESENTATIONS AND**
5 **WARRANTIES OF THE**
6 **CONTRACTOR**
7

8 The Contractor, by acceptance of this Agreement, represents and warrants the conditions
9 presented in this Article.
10

11 **2.1 CORPORATE STATUS**

12 Contractor is a corporation [Revise based on Contractor’s legal status (i.e. sole proprietorship,
13 joint venture, corporation, etc.)] duly organized, validly existing and in good standing under the
14 laws of the State. It is qualified to transact business in the State and has the power to own its
15 properties and to carry on its business as now owned and operated and as required by this
16 Agreement.
17

18 **2.2 CORPORATE AUTHORIZATION**

19 Contractor has the authority to enter this Agreement and perform its obligations under this
20 Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has taken
21 all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the
22 execution of this Agreement. The Person signing this Agreement on behalf of Contractor
23 represents and warrants that they have authority to do so; the Corporate Secretary’s Certification
24 in Exhibit A confirms this; and the Notary’s Certification in Exhibit B is completed. This
25 Agreement constitutes the legal, valid, and binding obligation of the Contractor. [To be revised
26 based on Contractor’s legal status (i.e. sole proprietorship, joint venture, corporation, etc.)]
27

28 **2.3 AGREEMENT WILL NOT CAUSE BREACH**

29 To the best of Contractor's knowledge after reasonable investigation, the execution or delivery of
30 this Agreement or the performance by Contractor of its obligations hereunder does not conflict
31 with, violate, or result in a breach: (i) of any law or governmental regulation applicable to
32 Contractor; or (ii) any term or condition of any judgment, order, or decree of any court,
33 administrative agency or other governmental authority, or any Agreement or instrument to which
34 Contractor is a party or by which Contractor or any of its properties or assets are bound, or
35 constitutes a default thereunder.
36

37 **2.4 NO LITIGATION**

38 To the best of Contractor's knowledge after reasonable investigation, there is no action, suit,
39 proceeding or investigation, at law or in equity, before or by any court or governmental
40 authority, commission, board, agency or instrumentality decided, pending or threatened against
41 Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the
42 aggregate, would:
43

- 1 A. Materially, adversely affect the performance by Contractor of its obligations hereunder;
2
3 B. Adversely affect the validity or enforceability of this Agreement; or
4
5 C. Have a material adverse effect on the financial condition of Contractor, or any surety or
6 entity guaranteeing Contractor's performance under this Agreement.
7

8 **2.5 NO ADVERSE JUDICIAL DECISIONS**

9 To the best of Contractor's knowledge after reasonable investigation, there is no judicial decision
10 that would prohibit this Agreement or subject this Agreement to legal challenge.
11

12 **2.6 NO LEGAL PROHIBITION**

13 To the best of Contractor's knowledge after reasonable investigation, there is no Applicable Law
14 in effect on the date Contractor signed this Agreement that would prohibit the Contractor's
15 performance of its obligations under this Agreement and the transactions contemplated hereby.
16

17 **2.7 CONTRACTOR'S STATEMENTS**

18 The Contractor's Proposal in Exhibit C and any other supplementary information submitted to
19 the City, which the City has relied on in awarding and entering this Agreement, do not: (i)
20 contain any untrue statement of a material fact, or (ii) omit to state a material fact that is
21 necessary in order to make the statements made, in light of the circumstances in which they were
22 made, not misleading.
23

24 **2.8 CONTRACTOR'S INVESTIGATION**

25 Contractor has made an independent investigation (satisfactory to it) of the conditions and
26 circumstances surrounding the Agreement and the work to be performed hereunder. Contractor
27 has considered such matters in entering this Agreement to provide services in exchange for the
28 compensation provided for under the terms of this Agreement.
29

30 **2.9 ABILITY TO PERFORM**

31 Contractor possesses the business, professional, and technical expertise to provide the services
32 described in this Agreement in Service Area No. [REDACTED]. Contractor possesses the equipment,
33 facility(ies), and employee resources required to perform its obligations under this Agreement.
34

35 **2.10 VOLUNTARY USE OF DESIGNATED FACILITIES**

36 The Contractor, without constraint and as a free-market business decision in accepting this
37 Agreement, agrees to use: (i) the Designated Disposal Location for the purposes of Disposing of
38 all Solid Waste Collected in Service Area No. [REDACTED]; and (ii) Designated Recyclable Materials
39 Processing Site for Processing all Recyclable Materials Collected in Service Area No. [REDACTED]. Such
40 decision by Contractor in no way constitutes a restraint of trade notwithstanding any Change in
41 Law regarding flow control limitations or any definition thereof.
42
43

ARTICLE 3.
TERM OF AGREEMENT

3.1 EFFECTIVE DATE AND COMMENCEMENT DATE

This Agreement shall become effective on the date the latter of the two Parties signs the Agreement (the "Effective Date").

The Commencement Date shall be _____ {City/HF&H - complete blank based on Commencement Date }. Contractor shall commence provision of the Collection, Transportation, Processing, and Disposal services required by this Agreement on the Commencement Date.

Between the Effective Date and Commencement Date, Contractor shall perform all activities necessary to prepare itself to start all services required by this Agreement on the Commencement Date. Such activities shall allow Contractor to transition Customers and services, which are provided by the City prior to the Commencement Date, to Contractor on the Commencement Date.

3.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The obligation of City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of all the conditions below, each of which may be waived, in written form, in whole or in part by City.

- A. Accuracy of Representations.** The representations and warranties made in Article 2 of this Agreement are true and correct on and as of the Effective Date.
- B. Absence of Litigation.** There is no litigation pending on the Effective Date in any court challenging the award or execution of this Agreement or seeking to restrain or enjoin its performance.
- C. Furnishings of Insurance and Performance Bond.** Contractor has furnished evidence of the insurance and performance bond required by Article 12 that is satisfactory to the City.
- D. Effectiveness of City Council Action.** The City Council shall have taken action approving this Agreement and all Parties shall have signed the Agreement pursuant to Applicable Law prior to or on the Effective Date, provided that no restraining order of any kind has been issued.

3.3 TERM

The Term of this Agreement shall continue in full force for a period of ten (10) years from 12:01 a.m. on the Commencement Date to midnight of _____, {City/HF&H - complete blanks based on Commencement Date } unless the Agreement is extended by City Council pursuant to Section 3.4 or terminated in accordance with Section 13.2.

1 **3.4 OPTION TO EXTEND TERM**

2 At the City Council’s sole discretion, the City shall have the option to extend this Agreement for
3 up to two (2) periods ranging from one to five years each. The total of all extension periods shall
4 equal no more than ten (10) years. If the City extends the Agreement, it shall give written notice
5 to Contractor one hundred eighty (180) calendar days prior to the initial expiration date or
6 extended expiration date of this Agreement. The City’s written notice shall specify the number
7 of years by which it elects to extend the Term of this Agreement and the revised expiration date
8 of the Agreement.
9

10
11 **ARTICLE 4.**
12 **SCOPE OF AGREEMENT**
13

14 **4.1 SCOPE OF AGREEMENT**

15 This Franchise granted to Contractor shall be exclusive with regards to Collection, Transporting,
16 Processing, and Disposal of Multi-Family and Commercial Solid Waste, Recyclable Materials,
17 and Organic Materials generated in Service Area No. [REDACTED], except as described in Section 4.2 or
18 except where otherwise precluded by Applicable Law.
19

20 The Contractor, or its Subcontractor(s), shall be responsible for the following services:

- 21
- 22 **A.** Collecting all Solid Waste generated by Multi-Family Premises in Service Area No. [REDACTED]
23 that use Contractor-provided Carts, Bins, or Compactors for Collection.
24
- 25 **B.** Collecting all Solid Waste generated by Commercial Premises in Service Area No. ____
26 and placed by Generator for Collection in Contractor-provided Carts, Bins, or
27 Compactors for Collection.
28
- 29 **C.** Collecting all Recyclable Materials and Organic Materials generated by Multi-Family
30 and Commercial Premises in Service Area No. [REDACTED] and placed by Generator for
31 Collection in Contractor-provided Containers.
32
- 33 **D.** Transporting all Solid Waste Collected in accordance with this Agreement to the
34 Designated Disposal Location.
35
- 36 **E.** Transporting all Recyclable Materials Collected to the Designated Recyclable Materials
37 Processing Site.
38
- 39 **F.** Transporting, Processing, and marketing all Organic Materials Collected in Service Area
40 No. [REDACTED] by Contractor.
41
- 42 **G.** Furnishing all labor, supervision, vehicles, Containers, other equipment, materials,
43 supplies, and all other items and services necessary to perform its obligations under this
44 Agreement.
45

- 1 **H.** Paying all expenses related to provision of services required by this Agreement including,
2 but not limited to, taxes, regulatory fees, Disposal and Processing fees, utilities, etc.
3
- 4 **I.** Providing all services required by this Agreement in a thorough and professional manner
5 so that Multi-Family residents, businesses, and the City are provided timely, reliable,
6 courteous, and high-quality service at all times.
7
- 8 **J.** Performing all services in full accordance with the Contractor's Proposal and this
9 Agreement at all times using best industry practice for comparable operations. If the
10 Contractor's Proposal and Agreement conflict, the Agreement shall prevail.
11
- 12 **K.** Implementing all services in accordance with the implementation plan in Exhibit D.
13
- 14 **L.** Complying with Applicable Law.
15
- 16 **M.** Performing or providing all other services necessary to fulfill its obligations under this
17 Agreement.
18

19 The enumeration and specification of particular aspects of service, labor, or equipment
20 requirements shall not relieve Contractor of the duty of accomplishing all other aspects necessary
21 to fulfill its obligations under this Agreement whether such requirements are enumerated
22 elsewhere in the Agreement or not.
23

24 **4.2 LIMITATIONS TO SCOPE**

25 The materials listed below in this section may be collected and transported by other Persons;
26 Contractor is not authorized by this Agreement to Collect or Transport any of the following:
27

- 28 **A. Residential Materials.** Solid Waste, Recyclable Materials, and Organic Materials
29 Generated by Residential Premises, where Residential Premises include Residential
30 Premises of four (4) or less dwelling units that use Cart service for Collection.
31
- 32 **B. Materials Generated at City Facilities.** Solid Waste, Recyclable Materials, and
33 Organic Materials generated by City personnel or City operations and hauled by City to a
34 Disposal Site or Processing Site.
35
- 36 **C. Construction and Demolition Debris.** Construction and Demolition Debris removed
37 from Premises by a company licensed by the City to provide such Collection services in
38 Service Area No. [REDACTED] and managed in a manner consistent with the City's Municipal
39 Code. Contractor shall be deemed under the provisions of this Agreement as a company
40 licensed by the City to provide C&D Collection services.
41
- 42 **D. Commodities.** Recyclable Materials, Organic Materials, and Specialty Recyclable
43 Materials which Owner or Occupant: (1) separates from Solid Waste, (2) places in a
44 Container which is not provided by Contractor, and (3) sells, donates, or is otherwise
45 compensated for by a collector;
46

- 1 **E. Materials Hauled by Owner or Occupant, or its Contractor.** Solid Waste, Recyclable
2 Materials, Organic Materials, C&D, and Specialty Recyclable Materials that are removed
3 from any Premises by the Owner or Occupant and are Transported to a Disposal Site or
4 Processing Site by (i) the Owner or Occupant of such Premises, by a full-time employee
5 of Owner or Occupant that uses the Owner's or Occupant's equipment to transport
6 materials; or (ii) by a contractor whose removal of the Solid Waste, Recyclable Materials,
7 Organic Materials, C&D, and/or Specialty Recyclable Materials are incidental to the
8 service being performed and such contractor removes materials at no additional or
9 separate fee;
- 10
- 11 **F. Donated Materials.** Source Separated Recyclable Materials, Organic Materials, and
12 Specialty Recyclable Materials generated in the City that are donated by the Generator to
13 youth, civic, neighborhood, charitable, or other nonprofit organizations;
- 14
- 15 **G. Containers Recycled.** Beverage containers delivered for Recycling under the California
16 Beverage Container Recycling and Litter Reduction Act, Section 14500, et seq.
17 California Public Resources Code;
- 18
- 19 **H. Animal and Grease Waste.** Animal waste and remains from slaughterhouse or butcher
20 shops, or grease waste for use as tallow;
- 21
- 22 **I. Sewage Treatment By-Product.** By-products of sewage treatment including sludge,
23 sludge ash, grit, and screenings;
- 24
- 25 **J. Hazardous Wastes.** Hazardous Waste and Designated Waste regardless of its source;
- 26
- 27 **K. State, Federal, and Public School Wastes.** Materials generated by State and Federal
28 agencies and public schools located in the City.
- 29
- 30 **L. Non-Exclusive Roll-Off Franchisees.** Materials which are included in the scope of the
31 City's non-exclusive roll-off franchise agreements which are Collected by a Person
32 holding such a franchise.
- 33

34 Contractor acknowledges and agrees that the City may allow other Persons besides the
35 Contractor to Collect any and all types of materials excluded from the scope of this Franchise, as
36 set forth above, without seeking or obtaining approval of Contractor. If other Persons are
37 servicing Collection Containers or are Collecting and Transporting Solid Waste, Recyclable
38 Materials, and/or Organic Materials in Service Area No. ____ in a manner that is not consistent
39 with the City's Municipal Code, Contractor shall report the location and the name of the Person
40 or company to the City Contract Manager along with Contractor's evidence of the violation of
41 the exclusivity of this Franchise. Contractor's reporting is not in lieu of any other rights it has, or
42 may have, to enforce its legal rights.

43

44 This Agreement and scope of this Franchise shall be interpreted to be consistent with Applicable
45 Law, now and during the Term of the Agreement. If future judicial interpretations of current law
46 or new laws, regulations, or judicial interpretations limit the ability of the City to lawfully

provide for the scope of services as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully provided and that the City shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact of such future judicial interpretations or new laws.

4.3 SUBCONTRACTING

Contractor shall not engage any Subcontractors for Collection, Transportation, Processing, or Disposal of Solid Waste, Recyclable Materials, or Organic Materials without the prior written consent of the City Contract Manager. As of the Effective Date of this Agreement, the City has approved Contractor's use of the Subcontractors listed in Exhibit E. Contractor's use of Subcontractor(s) does not in any way limit the Contractor's obligations under this Agreement. The City reserves the right to require Contractor to replace a Subcontractor in the event of a regulatory or criminal judgment against a Subcontractor and a legal judgment against a Subcontractor that is related to performance under this Agreement.

4.4 OWNERSHIP OF MATERIALS

Once Solid Waste, Recyclable Materials, and Organic Materials are placed in Containers at the Collection location, ownership and the right to possession of such materials shall transfer directly from the Generator to Contractor. Once Solid Waste, Recyclable Materials, or Organic Materials is deposited by Contractor at a Disposal Site, Transfer Station, or Processing Site, such materials shall become the property of the Owner or operator of the facility.

City may obtain ownership or possession of Solid Waste, Recyclable Materials, or Organic Materials placed for Collection upon written notice to Contractor of its intent to do so. However, nothing in this Agreement shall be construed as giving rise to any inference that City has such ownership or possession unless such written notice has been given to Contractor.

4.5 CITY-DIRECTED CHANGES TO SCOPE

A. Types of Changes. City Contract Manager may direct Contractor to perform additional services or modify the manner in which existing services are performed, provided that the City-directed changes do not substantially eliminate the Contractor's right, as described in and limited by this Agreement, to Collect Solid Waste, Recyclable Materials, and Organic Materials in Service Area No. _____. For example, and without limitation, the City Contract Manager may request the following:

1. Collection of certain materials, which were originally Solid Waste, but during the Term can, in the reasonable opinion of the City Contract Manager, be economically Recycled, Composted, or beneficially used including, but not limited to, energy or fuel production;
2. Inclusion of new diversion programs, which necessarily reduce the amount of Solid Waste Collected;

3. Expansion of public education activities;
4. Elimination of programs;
5. Modification of the manner in which Contractor performs existing services;
6. Performance of pilot programs;
7. Implementation of innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of Collection vehicles, and/or new requirements for Generators;
8. Use of a Disposal Site that is different from the Designated Disposal Location in accordance with Section 6.3.
9. Use of a Recyclables Processing Site that is different from the Designated Recyclable Materials Processing Site in accordance with Section 6.1.
10. Use of an Organic Materials Processing Site that is different from the Approved Processing Site(s) in accordance with Section 6.2.E.

B. Procedure for Making Changes in Scope. Contractor shall present, within thirty (30) calendar days of the City Contract Manager's written request, a written proposal for the change in scope of services in a format and at a level of detail specified by the City Contract Manager. At a minimum, the proposal shall contain a complete description of the following:

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

1 8. Plans for implementing the service change in a format and at a level of detail
2 specified by the City Contract Manager.

3
4 9. Proposed Rates that reflect the service change with supporting documentation of the
5 calculation and justification for the change in Rates.
6

7 The City Contract Manager shall review the Contractor's proposal for the change in
8 scope of services. If the Contractor's proposal is desirable to the City, the City Contract
9 Manager may negotiate with the Contractor to amend the Agreement to reflect the change
10 in scope. If the Contractor's proposal is not desirable to the City, the City Contract
11 Manager shall provide a written response to the Contractor identifying the City's reasons
12 for not wanting to negotiate with the Contractor.
13

14 If the City elects to negotiate with the Contractor and the Contractor and City Contract
15 Manager cannot agree on terms and conditions of such services in 90 calendar days from
16 the date when City Contract Manager first requests a proposal from Contractor to
17 perform such services, Contractor shall forfeit its exclusive right to Collect such material
18 from Generators or provide the services under consideration. Thereafter, the City may,
19 but is not required to, provide the service with its own forces or solicit proposals from
20 one or more other parties for such service and Contractor may be invited to submit a
21 proposal during the process. If the City elects to solicit proposals from one or more other
22 parties, City shall not enter into a separate agreement with any other party unless they
23 provide a better value to the City than was offered by Contractor's proposal.
24

25 If the City and Contractor reach an agreement on the change in scope, the City and
26 Contractor shall also agree to performance standards and expected results of such change
27 in scope, as well as the basis for termination of the program. In the event the Contractor
28 does not provide the services in a manner materially consistent with or better than the
29 agreed upon performance standards and expected results, the City shall have the right to
30 terminate the new program or service and provide the service with its own forces or
31 retain a third party to provide the service. Performance standards and expected results
32 may focus on program costs, the cost per Ton of materials diverted, level of participation
33 in the program, comparison of costs to other similar programs, volume of material
34 diverted, and other factors.
35

36 **C. Adjustment to Contractor's Compensation.** If the City Contract Manager directs a
37 change in scope, Contractor shall be entitled to an adjustment in its compensation as
38 agreed to by City and as described in Section 11.6. Contractor shall not be compensated
39 for proposal preparation costs or additional costs incurred related to the negotiation of its
40 proposal for the City-requested change in scope.
41

42 **D. Implementation of New Services.** The Contractor's implementation of the new or
43 modified services shall be managed by Contractor in such a manner as to ensure a timely,
44 smooth, and seamless transition such that Customers and/or Generators do not experience
45 disruption in Collection services. Contractor shall be responsible for managing
46 implementation of Collection service changes, or changes in the Designated Disposal

Location, Designated Recyclable Materials Processing Site, Approved Transfer Station, Approved Processing Site(s), and/or other related services and shall do so in accordance with a City Contract Manager-approved implementation plan.

- E. Monitoring and Evaluation of Changes in Scope.** Contractor shall document its compliance with the agreed-upon performance standards and the program results of the service changes on a monthly basis, including, for example, the Tonnage diverted by material type, the end use or processor of the diverted materials, and the cost per Ton for Transporting and Processing each type of material and other such information requested by the Contractor and/or City Contract Manager necessary to evaluate the performance of the change in scope.

If the City Contract Manager requests, the Contractor shall meet with the City to describe the progress of the implementation of the change in scope. At each meeting, the City and Contractor shall have the opportunity to revise the services or program based on mutually agreed terms in accordance with provisions of this Section. The City shall have the right to terminate a program if, in its reasonable judgment, the Contractor is not achieving the program's mutually agreed-upon performance standards and expected results. Before such termination, the City Contract Manager shall meet and confer with the Contractor for a period not to exceed ninety (90) calendar days to resolve the City's concerns. Thereafter, the City may provide the service with its own forces or utilize a third party to perform these services, if the City reasonably believes the third party can improve on Contractor's performance and/or cost. Notwithstanding these changes, Contractor shall continue the program during the meet and confer period and, thereafter, until the third party takes over the program.

4.6 CITY'S RIGHT TO PERFORM SERVICES AND POSSESS EQUIPMENT

4.6.1 General

The City, in its reasonable judgment, may determine a period of emergency if both of the following conditions occur: (i) Contractor, for any reason whatsoever, fails, refuses, or is unable to perform its Collection obligations, at the time and in the manner provided in this Agreement, for a period of more than forty-eight (48) hours, and (ii) the City finds that such failure, refusal, or inability endangers or menaces the public health, safety, or welfare. If the City determines a period of emergency, then the City shall have the right during the period of such emergency, and no longer, to (i) perform, or cause to be performed, such services with its own or other personnel without liability to Contractor; and/or (ii) take temporary possession of and use any or all of Contractor's equipment used to provide Collection, Transportation, Processing, and Disposal services under this Agreement. If the City chooses to exercise such rights, the City shall provide written notice to the Contractor twenty-four (24) hours prior to its plans to exercise its rights. Such notice shall describe the Contractor's failure, refusal, or inability to perform its Collection obligations detailing the obligations the City contends Contractor did not perform and of the City's intent to perform Collection services and/or possess Contractor's equipment. The City agrees that it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

Contractor agrees that in such event:

- A. It shall take direction from the City Contract Manager to affect the transfer of possession of equipment to the City for City's use.
- B. It shall, if able to and City Contract Manager so requests, keep in good repair and condition all of such equipment, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said equipment in satisfactory operational condition subject to compensation as provided in this Section 4.6.1.
- C. Subject to provisions of any labor agreements then in effect, if able to, Contractor shall provide the services of all or any personnel necessary for the Collection, Transportation, Processing, and Disposal operations including, if City so desires, employees then employed by Contractor. Contractor further agrees, if it is able to and City Contract Manager so requests, to furnish City the services of any or all management or office personnel employed by Contractor whose services are necessary for Collection, Transportation, Processing, and Disposal operations and for the Billing and collection of fees for these services.

If the interruption or discontinuance of service is caused by any of the reasons listed in this Section 4.6.1 or in Section 13.7, and where the City can perform services and the Contractor can not, the City shall pay to Contractor one hundred dollars (\$100) per day for use of each Collection vehicle and the reasonable rental value of other equipment and facilities, possession of which is taken by the City, for the period of the City's possession, if any, which extends beyond the period of time for which Contractor has rendered bills to Customers in advance of service. The City shall be responsible for the fueling and preventative maintenance activities during such a period. Should Contractor's equipment require repair beyond fueling and preventative maintenance, City shall deduct from any rental payment to Contractor the actual cost of such repairs performed by City or it's selected third-party vendor.

Except as otherwise expressly provided in the previous paragraph, the City's exercise of its rights under this Article: (i) does not constitute a taking of private property for which compensation must be paid; (ii) will not create any liability on the part of City to Contractor except for City's sole negligence; and (iii) does not exempt Contractor from the indemnity provisions of Article 12, which are meant to extend to circumstances arising under this Section, provided that Contractor is not required to indemnify City against claims and damages arising from the sole negligence of City officers, employees, and agents in the operation of Collection vehicles during the time the City has taken possession of such vehicles.

4.6.2 Duration of City's Possession

City has no obligation to maintain possession of Contractor's equipment and/or continue its use in Collection, Transportation, Processing, and Disposal for any period of time and may, at any time, in its sole discretion, relinquish possession to the Contractor.

1 The City's right to retain temporary possession of Contractor's equipment, and to provide
2 Collection services, shall continue until Contractor can demonstrate to the City's satisfaction that
3 it is ready, willing and able to resume such services or for one hundred eighty (180) calendar
4 days, whichever occurs first.
5

6 **4.7 TRANSITION TO NEXT CONTRACTOR AT END OF AGREEMENT**

7 If applicable, before expiration or earlier termination of this Agreement, Contractor will take
8 direction from the City Contract Manager and/or subsequent contractor to assist in an orderly
9 transition of services from Contractor to City or subsequent contractor. In response to the City
10 Contract Manager's direction, Contractor shall provide route lists (which identify each Customer
11 on the route, its service level and scheduled Collection day, and any special Collection notes)
12 and detailed Customer account and Billing information. Contractor may, but shall not be obliged
13 to, sell Collection vehicles, equipment, or facilities to the next contractor. Failure to cooperate
14 with and/or provide information during the transition period may result in Liquidated Damages
15 in accordance with Section 13.5 and Exhibit H.
16

17 **4.8 CITY FREE TO NEGOTIATE WITH THIRD PARTIES**

18 The City may investigate all options for Collection, Transportation, Processing, and Disposal
19 services that will be scheduled to commence after the expiration of the Term or earlier
20 termination of this Agreement. Without limiting the generality of the foregoing, the City may
21 solicit proposals from Contractor and from third parties for the provision of Collection,
22 Transportation, Processing, or Disposal of Solid Waste, Recyclable Materials, and Organic
23 Materials, and any combination thereof. The City may negotiate and execute agreements for
24 such services that will take effect upon the expiration or earlier termination of this Agreement.
25

26 **ARTICLE 5.**

27 **COLLECTION SERVICES**

29 **5.1 SOLID WASTE COLLECTION**

31 **5.1.1 General**

32 Contractor acknowledges that the City is committed to diverting materials from Disposal through
33 the implementation of source reduction, reuse, Recycling, Composting, education, and other
34 programs. The City may implement, in accordance with Section 4.5 or through the City's efforts,
35 new programs that may impact the overall quantity or composition of Solid Waste to be
36 Collected by Contractor. Such changes may result in the substantial reduction or elimination of
37 Solid Waste Collected for Disposal.
38

39 **5.1.2 Multi-Family Premises**

40 Contractor shall Collect Solid Waste from Multi-Family Premises as frequently as scheduled by
41 Customer, but not less than once per week. Contractor shall Collect Solid Waste from Carts,
42 Bins and Compactors at a location selected by the Customer and approved by the Contractor.
43

Contractor shall allow Owners or Occupants of Multi-Family dwelling units at one Premises to share Carts, Bins, or Compactors for Solid Waste Collection. Contractor shall provide one or more Carts, Bins, or Compactors as requested by Customer(s) provided that no less than 0.5 cubic yards of Container capacity is provided for every four dwelling units. Contractor shall provide each Customer with a choice of one or more Carts with capacity ranging from sixty-four (64) to ninety-six (96) gallons (or similar sizes), Bins with capacity ranging from one (1) to six (6) cubic yards (or similar sizes), or Compactors with capacity ranging from ten (10) to forty (40) cubic yards (or similar sizes).

5.1.3 Commercial Premises

Contractor shall Collect Solid Waste from all Commercial Premises as frequently as scheduled by the Customer, but not less than once per week. Contractor shall Collect Solid Waste from Carts and Bins at a location selected by the Customer and approved by the Contractor.

Contractor shall allow Commercial Customers to select one or more of the following Collection service methods that best suits the needs of its Premises:

A. Individual Cart or Bin service. Contractor shall allow each Commercial Premises to use Carts or Bins for Solid Waste Collection. Contractor shall provide each Customer with a choice of one or more Carts with capacities ranging from sixty-four (64) to ninety-six (96) gallons (or similar sizes) or Bins with capacity ranging from one (1) to six (6) cubic yards (or similar sizes).

B. Centralized Cart or Bin service. Contractor shall allow each Commercial Premises to use Carts or Bins for Solid Waste Collection that are shared by the Occupants of two or more adjacent Commercial Premises subject to the shared billing requirements described in Section 7.2.B. In such case, Contractor shall provide one or more Carts or Bins as requested by Customer(s) provided that no less than ninety-six (96) gallons (or similar sizes) of Container capacity is provided for every four Commercial Premises. Contractor shall provide each Customer with a choice of one or more Carts with capacities ranging from sixty-four (64) to ninety-six (96) gallons (or similar sizes) or Bins with capacity ranging from one (1) to six (6) cubic yards (or similar sizes).

C. Compactors. Contractor shall allow a Customer to use a Compactor for Solid Waste Collection to meet the Customer's Disposal needs. In such case, Contractor shall provide Customer with a choice of Container capacities ranging from ten (10) to forty (40) cubic yards. Contractor shall offer Customers the option to purchase or lease Compactors through either the Contractor or an outside vendor.

5.2 RECYCLABLE MATERIALS COLLECTION

5.2.1 General

Contractor shall Collect Recyclable Materials that are Commingled in the Customer's Recyclable Materials Collection Container provided that the Customer has Source Separated the Recyclable Materials from Solid Waste. The Contractor may also Collect individual Source Separated Recyclable Materials including, but not necessarily limited to, cardboard, beverage

1 containers, office paper, or scrap metal to reduce either (i) the cost to the Customer of receiving
2 the service; or, (ii) the level of contamination in Commingled Recyclable Materials. Collection
3 of individual Source Separated Recyclable Materials shall not excuse Contractor from offering
4 and providing Commingled Source Separated Recyclable Materials Collection services to all
5 Customers.

6
7 The City's Municipal Code requires all Commercial Customers to participate in a Recycling
8 program. In the event that a Customer refuses Recyclable Materials Collection services or
9 Containers provided by Contractor, Contractor shall notify the City Contract Manager of such
10 refusal for reporting purposes.

11
12 In accordance with Section 4.5, the City Contract Manager may request Contractor to modify its
13 scope of service to include Collection of Recyclable Materials in addition to those defined in
14 Article 1. If the City Contract Manager requests Collection of additional Recyclable Materials,
15 the Contractor shall not receive additional compensation for such service if the Recyclable
16 Materials are placed by Generator in the existing Recyclable Materials Container.

17 18 **5.2.2 Multi-Family Premises**

19 Contractor shall Collect Recyclable Materials from all Multi-Family Premises as frequently as
20 scheduled by Customer, but not less than once per week.

21
22 Contractor shall provide each Customer with Containers for Recyclable Materials Collection. At
23 a minimum, Contractor shall provide no less than ninety-six (96) gallons of Container capacity
24 for Recyclable Materials Collection for every two dwelling units at the Premises. Contractor
25 shall offer each Customer with a choice of one or more Carts with capacities ranging from sixty-
26 four (64) to ninety-six (96) gallons (or similar sizes) or Bins with capacities ranging from one (1)
27 to six (6) cubic yards (or similar sizes). Carts and Bins may be shared by the Occupants of the
28 Multi-Family Premises.

29 30 **5.2.3 Commercial Premises**

31 Contractor shall Collect Recyclable Materials from all Commercial Premises as frequently as
32 scheduled by Customer, but not less than once per week.

33
34 Contractor shall allow Commercial Customers to select one or more of the following Collection
35 service methods that best suits the needs of its Premises:

36
37 **A. Individual Cart or Bin service.** Contractor shall allow Commercial Customers to use
38 Carts or Bins for Recyclable Materials Collection. Contractor shall provide each
39 Customer with a choice of one or more Carts with capacities ranging from sixty-four (64)
40 to ninety-six (96) gallons or Bins with capacities ranging from one (1) to six (6) cubic
41 yards (or similar sizes).

42
43 **B. Centralized Cart or Bin service.** Contractor shall allow Commercial Customers to use
44 Carts or Bins for Recyclable Materials Collection that are shared by the Occupants of two
45 (2) or more Commercial Premises with a minimum sixty-four (64) gallons per business
46 subject to the shared billing requirements described in Section 7.2.B. In such case,

Contractor shall provide one or more Carts or Bins to such Premises as requested by Customer(s) provided that a minimum of sixty-four (64) gallons (or similar volume) of Container capacity for Recyclable Materials is provided for every Commercial Premises.

5.3 ORGANIC MATERIALS COLLECTION

5.3.1 General

Contractor shall Collect Organic Materials that are placed in the Customer's Organic Materials Collection Container provided that the Customer has Source Separated the Organic Materials from Solid Waste and Recyclable Materials.

5.3.2 Multi-Family Premises

Contractor shall Collect Source Separated Green Waste from Multi-Family Premises from Customers voluntarily subscribing to service as frequently as scheduled by Customer, but not less than once per week. Contractor shall provide each Customer with a choice of one or more Carts with capacities ranging from sixty-four (64) to ninety-six (96) gallons (or similar sizes), or Bins with capacity ranging from one (1) to six (6) cubic yards (or similar sizes). Contractor shall Collect Green Waste at the designated location agreed upon by Contractor and Customer.

If Customer requests Green Waste Collection services, Contractor shall provide requested service and shall charge Customer for service at City-approved Rates.

In accordance with Section 4.5, the City Contract Manager may request Contractor to include Food Scraps in Multi-Family Collection during the Term.

5.3.3 Commercial Premises

Contractor shall Collect Organic Materials from Commercial Premises from Customers voluntarily subscribing to service as frequently as scheduled by Customer, but not less than once per week. If Customer requests Organic Materials Collection services, Contractor shall provide the requested service and shall charge Customer for such service at City-approved Rates.

Contractor shall allow Commercial Customers to select one or more of the following Collection service methods that best suits the needs of its Premises:

A. Individual Cart or Bin service. Contractor shall allow Commercial Premises to use Carts or Bins for Organic Materials Collection. Contractor shall provide each Customer with a choice of one or more Carts with capacities ranging from sixty-four (64) to ninety-six (96) gallons (or similar sizes), or Bins with capacity ranging from one (1) to six (6) cubic yards (or similar sizes).

B. Centralized Cart or Bin service. Contractor shall allow for Commercial Premises to use Carts or Bins for Organic Materials Collection, which are shared by the Occupants of two (2) or more Commercial Premises with a minimum sixty-four (64) gallons per business subject to the shared billing requirements described in Section 7.2.B. In such case, Contractor shall provide one or more Carts or Bins to such Premises as requested by

Customer(s) provided that no less than sixty-four (64) gallons (or similar volume) of Container capacity for Organic Materials is provided for every Commercial Premises.

C. Roll-Off Boxes and Compactors. Contractor shall allow Premises to use a Roll-Off Box or Compactor for Organic Materials Collection to meet Customer's needs. In such case, Contractor shall provide Premises with a choice of Container capacities ranging from ten (10) to forty (40) cubic yards. Contractor shall offer Customers the option to purchase or lease Compactors through Contractor or an outside vendor.

5.4 COLLECTION FROM CITY FACILITIES

As specified in Section 4.2, the City has the right to Collect and Transport Solid Waste, Recyclable Materials, and Organic Materials from City facilities to a Disposal Location or Processing Site; however, at the commencement of this Agreement the City chooses to have the Contractor provide Collection services for City facilities. If during the Term of the Agreement, the City exercises its rights to Collect and Transport Solid Waste, Recyclable Materials, and Organic Materials from City facilities, the change in scope shall be handled in accordance with provisions of Section 4.5.

Contractor shall Collect Solid Waste, Recyclable Materials, and Organic Materials from City locations at the service levels and Collection frequency identified in Exhibit F, at no charge to the City. City reserves the right to increase the service levels provided to City facilities and to add City facilities in Service Area No. [REDACTED], provided that the services shall only be provided at no charge to City-owned and operated facilities. Such Collection shall occur at least once per week or more frequently as requested by the City. Contractor shall provide and maintain Collection Containers for the City's use.

Contractor may integrate Collection of Solid Waste, Recyclable Materials, and Organic Materials from City facilities with other Collection services, provided that Contractor attributes estimated Tonnage Collected from City facilities separately from other Customers.

5.5 COLLECTION FROM SPECIAL EVENTS

Upon request from the City, Contractor shall Collect Solid Waste and Recyclable Materials at special events held within Service Area No. [REDACTED]. Contractor shall provide an adequate number and type of Collection Containers for the special events and shall coordinate its Collection services with the City. Contractor shall prepare and distribute information to the public during such events describing the Collection options available and promoting Recycling. The Contractor shall provide a report in a City Contract Manager-approved format including, at a minimum, the number of Containers provided for use by the public at the event, the Contractor's public education and outreach activities at the event, and the Tonnage of material collected, Disposed, and Recycled to the City Contract Manager within ten (10) Business Days of the end of each event.

Contractor shall provide this service at no additional charge for any and all City-sponsored or operated events within Service Area No. [REDACTED]. Contractor shall provide services to private event

sponsors and/or operators at a rate to be negotiated with the event operator, however, in no case shall that rate exceed half of the monthly maximum Rate for comparable service levels.

5.6 ABANDONED WASTE COLLECTION

Contractor shall direct its Collection vehicle drivers to note (i) the addresses of any Premises at which the driver observes that Solid Waste, Recyclable Materials, and/or Organic Materials is accumulating; and (ii) the address, or other location description, at which Solid Waste, Recyclable Materials, and/or Organic Materials has been dumped in an apparently unauthorized manner. Contractor shall deliver the address or description to City Contract Manager within five (5) Business Days of such observation.

Contractor shall Collect Solid Waste and Bulky Items abandoned by Generators in Service Area No. [REDACTED] upon direction from the City Contract Manager. Contractor shall dispatch a truck to Collect abandoned materials at locations in Service Area No. [REDACTED] identified by Contractor or at locations identified by the City Contract Manager. When the Contractor has received a verbal request from the City Contract Manager to Collect abandoned materials at a specific location, Contractor shall Collect such materials within forty-eight (48) hours of receiving the request unless special circumstances warrant a longer period. In this case, Contractor shall notify the City Contract Manager of such circumstances and the need for additional time to Collect such materials within twenty-four (24) hours of the City Contract Manager's verbal notice to Collect abandoned waste.

Contractor shall not be required to collect more than fifty (50) tons of abandoned waste per year, nor shall Contractor be required to collect any material that would require the use of equipment not already utilized to provide service under this Agreement.

Contractor shall be responsible for costs associated with the Collection, Transportation, and Disposal of such material. Contractor shall record the date, time, location, and description of material Collected including the volume of such material; location where such material was Disposed; and cost of Disposal. Copies of receipts from Disposal Site for Disposal of abandoned Solid Waste shall be made available by Contractor upon request by the City Contract Manager. Tonnage or volume of material Collected shall be reported to the City Contract Manager on a quarterly basis.

ARTICLE 6. PROCESSING AND DISPOSAL

6.1 RECYCLABLE MATERIALS PROCESSING

Contractor shall Transport all Recyclable Materials Collected in Service Area No. ____ to the Designated Recyclable Materials Processing Site. Contractor shall only deliver Recyclable Materials to the Designated Recyclable Materials Processing Site during the hours of 6:00 a.m. and 6:00 p.m. Monday through Saturday, with the exception of Holidays. Contractor shall pay all costs associated with Transporting and Processing Recyclable Materials. Contractor shall pay

1 all invoices from the Designated Recyclable Materials Processing Site no later than thirty (30)
2 days after date of invoice. Contractor shall maintain accurate records of the quantities of
3 Recyclable Materials Transported to the Designated Recyclable Materials Processing Site and
4 shall cooperate with the City Contract Manager in any audits or investigation of quantities and
5 composition of Recyclable Materials.

6
7 Contractor shall cooperate with the operator of the Designated Recyclable Materials Processing
8 Site with regard to operations therein including, for example, complying with directions from the
9 operator to unload Collection vehicles in designated areas, accommodating to maintenance and
10 operations and construction of new facilities, cooperating with Hazardous Waste exclusion and
11 load checking programs, and other operational or permit requirements.

12
13 The City reserves the right to designate a Designated Recyclable Materials Processing Site other
14 than that specified on the Effective Date or during the Term, and in such case Contractor's
15 Compensation shall be adjusted in accordance with Sections 4.5 and 11.6. For the purposes of
16 adjusting costs related to Collection vehicles driving to and from the Designated Recyclable
17 Materials Processing Site, the incremental change in mileage between the Designated Recyclable
18 Materials Processing Site shall be measured from Service Area No. ____'s geographic centroid at
19 _____ Avenue and _____ Avenue {City/HF&H – complete blank based on service area }.

21 **6.2 ORGANIC MATERIALS PROCESSING**

23 **A. Processing**

24
25 Contractor shall select Processing Site(s) and secure sufficient capacity to Process
26 Organic Materials Collected under this Agreement. Contractor shall provide the City
27 Contract Manager, upon request, with documentation demonstrating availability of such
28 capacity. Contractor shall pay all costs associated with Transporting Organic Materials
29 to the Processing Sites as well as any Processing costs. The Processing Site(s) selected
30 by Contractor shall be approved in writing by the City Contract Manager at least ninety
31 (90) days prior to use of such site(s).

32
33 Contractor agrees to Transport and deliver all Source Separated Organic Materials it
34 Collects in Service Area No. [REDACTED] to the Approved Processing Site(s). Residue from the
35 Organic Materials shall be Disposed of by Contractor at the Designated Disposal Site or a
36 Disposal Site selected by Contractor.

37
38 Contractor, or its Subcontractor, shall keep all existing permits and approvals necessary
39 for use of the Processing Site(s) in full regulatory compliance. Contractor shall, upon
40 request, provide copies of notices of violation or permits to the City Contract Manager.

41
42 If Contractor elects to use a Processing Site that is different from the Approved
43 Processing Site agreed-upon at the Execution Date, it shall secure prior written approval
44 from the City Contract Manager. The City shall not compensate the Contractor for any
45 increased Transportation and Processing costs associated with the use of Processing
46 Site(s) different from the Approved Processing Site(s).

1
2 **B. Transfer.** If Contractor uses a Transfer Station for Organic Materials, Contractor shall
3 select the Transfer Station and secure sufficient capacity to transfer Organic Materials
4 Collected under this Agreement. Contractor shall provide the City Contract Manager,
5 upon request, with documentation demonstrating availability of such capacity. All costs
6 associated with Transporting Organic Materials to the Transfer Station as well as any
7 transfer costs shall be paid by Contractor. Contractor agrees to use Approved Transfer
8 Station and such site approval shall be obtained from the City Contract Manager at least
9 ninety (90) days prior to use of such site.

10
11 If the Contractor (i) Transports Recyclable Materials or Organic Materials to a Transfer
12 Station where the materials will be unloaded from Collection vehicles and loaded into
13 large-capacity vehicles and Transported to the Processing Site(s), or (ii) pulls two or
14 more Collection trailers in tandem with one truck, and the Contractor is unable to do so,
15 then the Contractor shall be responsible for making other Transportation arrangements.
16 In such event, Contractor shall not be compensated for any additional costs. If the
17 Contractor plans to change its transfer method, Contractor shall obtain written approval
18 from the City Contract Manager prior to making the change. The City Contract
19 Manager's approval shall authorize the transfer method and the facility(ies) Contractor
20 proposes to use.

21
22 **C. Marketing.** The Contractor or Subcontractor shall be responsible for the marketing of
23 Organic Materials it Collects in Service Area No. [REDACTED]. Contractor shall make end
24 products (Compost or mulch) or develop end uses for materials that maximize diversion
25 credits according to the regulations established by the Act. Contractor shall not use any
26 Organic Materials for the purposes of ADC or any other on-site landfill utilization or for
27 transformation fuel, unless prior written approval is obtained from the City Contract
28 Manager.

29
30 Contractor shall prepare and maintain a City Contract Manager-approved marketing plan
31 for all Organic Materials it Collects in Service Area No. [REDACTED]. The plan shall be in place
32 on or before the Commencement Date of this Agreement. The marketing plan shall fully
33 describe the Contractor's marketing methods and approach, targeted primary and
34 contingent markets, pricing policy and assumed salvage value for Organic Materials
35 products, and contingency plans if market conditions are severe.

36
37 Contractor shall provide proof to the City Contract Manager that all Organic Materials
38 Collected is marketed for use in such a manner that materials shall be considered as
39 diverted in accordance with the State regulations established by the Act. All residual
40 material from the Processing activities that is not marketed for use shall be accounted for
41 as Disposal Tonnage at a permitted Disposal Site. No Organic Materials shall be
42 transported to a domestic or foreign location if Disposal of such material is its intended
43 use.

44
45 **D. Disposal of Organic Materials Prohibited.** Source Separated Organic Materials may
46 not be Disposed of in lieu of Composting the material, without the expressed written

1 approval of the City Contract Manager. If Contractor believes that it cannot divert the
2 Organic Materials from Disposal, then it shall prepare a written request for approval to
3 Dispose of such material. Such request shall contain the basis for its belief, describe the
4 Contractor's efforts to arrange for the diversion from Disposal of such material, the
5 period required for such Disposal, the incremental costs or cost savings resulting from
6 such Disposal, and any additional information supporting the Contractor's request. The
7 City Contract Manager shall consider the Contractor's request and inform Contractor in
8 writing of its decision within 30 calendar days. If the City Contract Manager approves
9 such request and the difference in the cost of such Disposal compared to the diversion is
10 greater than \$10,000, then the Contractor's Compensation shall be adjusted in accordance
11 with Section 11.6.
12

- 13 **E. City Right to Select Processing Site.** The City reserves the right to direct Contractor to
14 Processing Site(s) other than that selected by Contractor. In such case, the Contractor
15 shall be released from its indemnification obligation in Section 12.1 as it relates to
16 actions or negligence of the Owner and operator of the City-selected Processing Site(s),
17 and the City shall adjust Contractor's Compensation in accordance with procedures for a
18 City-directed change in scope in accordance with Section 4.5. City Contract Manager
19 shall provide written notice to Contractor not less than ninety (90) days before effective
20 date of the change.
21

22 **6.3 SOLID WASTE DISPOSAL**

23 Contractor shall Transport to and Dispose of all Solid Waste Collected in Service Area No. [REDACTED]
24 at the Designated Disposal Location. Contractor shall pay all costs associated with the
25 Transporting and Disposing of Solid Waste. Contractor shall maintain accurate records of the
26 quantities of Solid Waste Transported to the Designated Disposal Location and will cooperate
27 with the City Contract Manager in any audits or investigation of such quantities or their
28 composition.
29

30 Contractor shall cooperate with the operator of the Designated Disposal Location with regard to
31 operations therein, including for example, complying with directions from the operator to unload
32 Collection vehicles in designated areas, accommodating to maintenance and operations and
33 construction of new facilities, cooperating with Hazardous Waste exclusion and load checking
34 programs, and so forth. Furthermore, Contractor shall comply with Sections 4 through 14 of the
35 Disposal Agreement in Exhibit O.
36

37 The City reserves the right to designate a Designated Disposal Location or allow the Contractor
38 to select a Disposal Site other than that specified on the Effective Date or during the Term. In
39 either case, Contractor's Compensation shall be adjusted in accordance with Sections 4.5 and
40 11.6. For the purposes of adjusting costs related to Collection vehicles driving to and from the
41 Designated Disposal Location, the incremental change in mileage between the Designated
42 Disposal Location shall be measured from Service Area No. ____'s geographic centroid at ____
43 Avenue and ____ Avenue {City/HF&H – complete blank based on service area}.
44

45 Contractor may Dispose of residue from Organic Materials at any Disposal Site selected by the
46 Contractor.

1
2
3 **ARTICLE 7.**
4 **OTHER SERVICES**

5 **7.1 PUBLIC EDUCATION**

6 Contractor shall work with Commercial Customers to improve the Recyclable Materials and
7 Organic Materials Collection programs. On the second anniversary of the Commencement Date
8 of this Agreement, Contractor shall have made reasonable efforts including, but not limited to,
9 all plans described in Contractor's Proposal to increase the volume of Recyclable Materials and
10 Organic Materials Collection services relative to Solid Waste Collection service provided to
11 businesses.

12
13 At a minimum, Contractor's efforts to increase the volume of Recyclable Materials Collection
14 service provided to businesses shall include contacting each Commercial Customer once per year
15 and each Multi-Family Customer twice per year to: (i) promote Recyclable Materials and
16 Organic Materials Collection services; (ii) present potential cost savings associated with
17 increased Recyclable Materials and Organic Materials Collection service and reduced Solid
18 Waste Collection services; (iii) perform a visual waste characterization assessment and present
19 recommendations for Recycling activities; (iv) learn about the potential barriers (e.g., space
20 constraints) to Recyclable Materials and Organic Materials Collection service and identify
21 solutions for overcoming such barriers; and, (v) providing signage, training brochures, videos,
22 and/or other media for distribution to tenants and/or employees to educate them on how to
23 properly participate in source reduction, Recycling, and Composting programs.

24
25 In conjunction with the City, Contractor shall develop, implement, and maintain a public
26 education program to educate the community and promote source reduction, reuse, Recycling,
27 Composting, and other services required by this Agreement. Contractor's public education
28 program shall focus on providing information to Customers in accordance with the specific
29 requirements described in Exhibit G. Educational media shall include, but not be limited, to
30 newsletters, bill inserts, flyers, door hangers, notification tags, and direct contact. Information
31 shall be provided for initial start of new services, to solicit feedback about the service and
32 suggested improvement/change, and to educate Customers about source reduction, reuse, and
33 Recycling opportunities. Materials shall be printed on paper containing the highest levels of
34 recycled content material as is reasonably practical with a minimum requirement of thirty
35 percent (30%) post-consumer content based on Federal standards.

36
37 All public education materials required in this Section and Exhibit G shall be printed in English,
38 Spanish, Hmong, and any other language(s) requested by the City Contract Manager, provided
39 that such languages are used in City-produced public education and outreach materials.

40
41 Contractor shall obtain the City Contract Manager's approval of all public education materials
42 prior to printing, distribution, advertising, posting, or mailing. The City Contract Manager may,
43 in their sole discretion, provide Contractor with educational media developed to create a
44 consistent message throughout the City. Contractor shall be responsible for all reproduction and
45 distribution costs associated with materials provided by City Contract Manager.

1
2 If Contractor fails to perform some or all of the requirements of the public education program
3 described in this Section and in Exhibit G, the Contractor shall pay the City Liquidated Damages
4 as described in Section 13.5 and Exhibit H.
5

6 **7.2 BILLING**

7 **A. General.** Contractor shall bill all Customers and collect Billings in accordance with this
8 Section 7.2.
9

10 The Contractor shall prepare, distribute, and collect bills (or shall issue written receipts
11 for cash payments) for Collection services provided by Contractor. The City shall have
12 the right to review, and approve the Billing format.
13

14 Contractor shall arrange to allow its Customers to pay bills through the following means:
15 check; cash; credit card; internet payment service; or, automatic withdrawal from banking
16 account.
17

18 Contractor shall maintain copies of all Billings and receipts, each in chronological order,
19 for three years for inspection and verification by City, its employees, officers or agents at
20 any reasonable time upon request. The Contractor may, at its option, maintain those
21 records in computer form, on microfiche, or in any other manner, provided that the
22 records can be preserved and retrieved for inspection and verification in a timely manner.
23

24 Contractor shall be responsible for collection of payment from Customers with past due
25 accounts ("bad debt"). Contractor shall make reasonable efforts to obtain payment from
26 delinquent accounts through issuance of late payment notices, telephone requests for
27 payments, and assistance from collection agencies.
28

29 Billing shall be performed on the basis of services rendered and this Agreement shall
30 create no obligation on the part of any Person on the sole basis of the ownership of
31 property. Nothing in this Section 7.2 shall be interpreted in such a way that would allow
32 Contractor to bill for, or require an Owner to pay for, services without regard to the use
33 of those services or the occupancy of the Owner's Premises.
34

35 **B. Customer-Specific Billing Instructions**

36
37 1. **Multi-Family Billing.** Bills for Multi-Family service shall be mailed to Customers
38 monthly following {Proposer – Please revise as appropriate to reflect your billing
39 policies.} the provision of service. Contractor shall bill Owner or property manager
40 of the Multi-Family Premises.
41

42 2. **Commercial Billing.** Bills for Commercial service (including Bin, Roll-Off Box,
43 and Compactor services) shall be mailed to Customers monthly following {Proposer
44 – Please revise as appropriate to reflect your billing policies.} the provision of
45 service. If Commercial Customers have centralized service (in which Containers are
46 shared by more than one Commercial Premises), Contractor shall bill one Customer

for centralized services or, at the request of the Commercial Customers sharing the Containers, Contractor shall treat each Commercial Premises as a separate Customer and shall bill each Customer for service costs equal to the service Rate divided by the number of Commercial Premises sharing the service provided that the Owner or Occupant of one of the Commercial Premises sharing services takes sole responsibility for paying the Contractor for services in the event the other parties fail to do so.

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

D. Review of Billings. Contractor shall review its Billings to Customers to determine (i) if the amount the Contractor is Billing each Customer is correct in terms of the level of service (i.e., frequency of Collection, size of Container, location of Container) Contractor is providing such Customer, and (ii) that all parties receiving service are invoiced for service. Contractor shall review Customer accounts at least every other year, unless City Contract Manager directs Contractor to do otherwise. Contractor shall submit to City Contract Manager every year, a written report of the billing review thirty (30) days after the end of each Rate Period. The scope of the review, the Contractor's work plan, and the format of the report (including supporting exhibits) shall be submitted to the City Contract Manager for approval no later than sixty (60) days prior to commencement of the Billing review process. The City may perform this review itself or through use of an agent. Should City or its agent perform this review and identify billing errors valued at one percent (1%) or more of gross annual Rate revenues, Contractor shall, in addition to compensating City for lost fees, reimburse the City's cost of the review, up to fifty thousand dollars (\$50,000).

7.3 CUSTOMER SERVICE PROGRAM

7.3.1 Program Requirements

A. Availability of Representatives. A representative of the Contractor shall be available from 8 a.m. to 5 p.m. Monday through Friday to communicate with the public in person and by telephone. A message machine or voicemail service shall be available for Customers to leave messages during non-business hours. Calls received during non-business hours shall be returned no later than noon of the following Business Day. Contractor shall also maintain an after-hours telephone number allowing 24-hour per day

access to Contractor management by City in the event of an emergency involving Contractor's equipment or services including, but not necessarily limited to, fires, blocked access, or property damage.

B. Telephone. Contractor shall maintain a telephone system in operation at its office from 8 a.m. to 5 p.m. and shall have staff available to answer calls. Contractor shall install telephone equipment sufficient to handle the volume of calls experienced on the busiest days and such telephone equipment shall be capable of recording the responsiveness to calls. Recording of Contractor's responsiveness to calls shall include, at a minimum, all items included in the Customer service standards listed in Exhibit H and Liquidated Damages identified in Section 13.5 and Exhibit H. If Persons are unable with reasonable effort to reach Contractor's office by phone, or are subject to waiting time "on hold" of more than three (3) minutes prior to reaching a Customer service representative, City Contract Manager may require that Contractor install additional telephone lines or hire additional Customer service representatives. An answering machine or voicemail service shall record Customer calls and voice messages between 5:00 p.m. and 8:00 a.m. Liquidated Damages may be levied for Contractor's failure to meet Customer service standards provided in Exhibit H in accordance with Section 13.5.

C. Web Site. Contractor shall develop and maintain a web site that is accessible by the public and that describes services provided in Service Area No. [REDACTED]. The site shall include answers to frequently asked questions, service Rates, Recyclable Materials and Organic Materials program specifications, and other related topics. Contractor's web site shall provide the public the ability to e-mail Contractor questions, service requests, or Complaints. Contractor's web site shall provide the Customers with the ability to pay their bills through an electronic check or credit card and include the ability for Customer Billings to be automatically charged to payment mechanism on a recurring basis.

D. Customer Satisfaction Survey. The City may conduct a Customer satisfaction survey as frequently as once each year.

E. Training. Customer service representatives shall receive training during each quarter of the calendar year on City-specific service requirements. During the training, a City-specific Collection service and fee information sheet, training agenda, and associated documentation shall be provided to employees. A copy of all training materials and sign-in sheet documenting all employees attending the training shall be provided to the City Contract Manager within five (5) Business Days of each training event.

F. Local Office. Throughout the Term of this Agreement Contractor shall maintain a local office within a 25-mile radius of City Hall, that may be located in either the City or County of Fresno, where all Customer service personnel and operations shall be housed for Customers served under this Agreement.

7.3.2 Service Complaints

Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Complaints. Contractor shall record in a separate log, approved as

1 to form in writing by City Contract Manager, all Complaints, noting the name and address of
2 complainant, date and time of Complaint, nature of Complaint, and nature and date of resolution.
3 The Contractor shall retain this Complaint log for the Term. In addition, Contractor shall
4 compile a summary statistical table of the Complaint log, satisfactory to the City Contract
5 Manager, and submit the table to City Contract Manager each month.

6
7 Contractor shall respond to all Complaints received within twenty-four (24) hours, weekends and
8 Holidays excluded. In particular, if a Complaint involves a failure to Collect Solid Waste,
9 Recyclable Materials or Organic Materials from a Premises in the City, Contractor shall Collect
10 the material in question within twenty-four (24) hours of receipt of the Complaint, provided that
11 Generator has properly placed materials for Collection in accordance with the City's Municipal
12 Code. Liquidated Damages may be levied for Contractor's failure to meet the service Complaint
13 standard and additional Customer service standards provided in Exhibit H in accordance with
14 Section 13.5.

15 16 **7.4 PROVISION OF EMERGENCY SERVICES**

17 Contractor shall provide emergency services at the City Contract Manager's request in the event
18 of major accidents, disruptions, or natural calamities. Emergency services may include, but are
19 not limited to, assistance handling salvaged materials, Processing, Composting, or Recycling
20 materials, or Disposing of Solid Waste following a major accident, disruption, or natural
21 calamity. Contractor shall be capable of providing emergency services within twenty-four (24)
22 hours of notification by the City Contract Manager or as soon thereafter as is reasonably
23 practical in light of the circumstances. Emergency services, which exceed the Contractor's
24 obligations, shall be compensated in accordance with Section 11.6. If Contractor cannot provide
25 the requested emergency services, the City shall have the right to take possession of the
26 Contractor's equipment for the purposes of providing emergency services.

27 28 29 **ARTICLE 8.** 30 **STANDARDS AND REQUIREMENTS** 31 **FOR SERVICES, EQUIPMENT, AND** 32 **PERSONNEL** 33

34 **8.1 COLLECTION HOURS AND SCHEDULES**

35
36 **A. Hours of Collection.** Collection shall only occur between the hours of 5:30 a.m. and
37 9:00 p.m., Sunday through Saturday. The City Contract Manager may require
38 modifications to hours for Collection to resolve noise Complaints, and, in such case, the
39 City Contract Manager may change the allowable Collection hours.

40
41 **B. Collection Route Schedules.** Contractor shall provide City Contract Manager with route
42 maps and daily Collection schedules for each Collection service. Such maps and
43 schedules shall be reviewed and approved by the City Contract Manager. Contractor

1 shall not permit any Customer's service to lapse more than seven (7) calendars days
2 during a Collection schedule change.
3

4 **C. Holiday Collection Schedule.** Contractor, at its sole discretion, may choose not to
5 provide Collection services on a Holiday. In such event, Contractor shall provide
6 Collection services on the day following the Holiday. The Contractor shall provide
7 Customers notice of Holiday-related changes in Collection schedules at least two weeks
8 prior to the change; but in no case, shall Contractor notice Customers three weeks prior to
9 the change.
10

11 **D. Contingency Plan.** Contractor shall submit to City Contract Manager, on or before the
12 Commencement Date, a written contingency plan demonstrating Contractor's
13 arrangements to provide vehicles and personnel and to maintain uninterrupted service
14 during mechanical breakdowns, and in case of natural disaster or other emergencies.
15

16 **8.2 COLLECTION STANDARDS**

17

18 **8.2.1 Implementation of Services**

19 The Contractor's implementation of the new services required under this Agreement shall occur
20 in a smooth and seamless manner so that Customers and/or Generators do not experience
21 disruption in Collection services. Contractor shall be responsible for managing implementation
22 of new Collection services and other related services and shall do so in accordance with the
23 implementation plan in Exhibit D.
24

25 **8.2.2 Servicing Containers**

26 Contractor shall pick up and return each Container to the location where the Generator properly
27 placed the Container for Collection. Contractor shall place the Containers upright with lids
28 properly secured or closed. The City may levy Liquidated Damages for repeat occurrences of
29 Container misplacement in accordance with Section 13.5 of this Agreement.
30

31 Contractor shall use due care when handling Containers. Containers shall not be thrown from
32 trucks, roughly handled, damaged, or, broken.
33

34 Contractor, at the request of Customers, shall provide special services including: unlocking
35 Containers; accessing Container enclosures with a key or remote; or pulling or pushing
36 Containers to the Collection vehicle. Contractor may charge Customers for extra services in
37 accordance with City-approved maximum allowable Rates.
38

39 **8.2.3 Weighing Materials Separately from Other Jurisdiction**

40 Solid Waste, Recyclable Materials, and Organic Materials Collected in the City shall not be
41 mixed with other materials collected from other jurisdictions before the City's material has been
42 accurately weighed and recorded.
43

44 **8.2.4 Instructions to Customer**

45 Contractor shall instruct Customers as to any requirements for the proper separation of materials
46 or placement of Containers for Solid Waste, Recyclable Materials, and Organic Materials. If

Customers are not adhering to Contractor's instructions, Contractor shall notify such Customers. In cases of extreme or repeated failure to comply with the instructions, Contractor may decline to pick-up the Solid Waste, Recyclable Materials, or Organic Materials provided that Contractor leaves a tag at least two inches by six inches (2" x 6") in size on the Container indicating the reason for refusing to Collect the material and identifying the steps Customer and/or Generator must take to recommence Collection service. If Recyclable Materials or Organic Materials set out for Collection contain % or % {Proposer – Insert acceptable contamination levels for Recyclable Materials and Organic Materials.}, respectively, or greater by volume of Solid Waste, Contractor shall Collect materials and leave a warning notice for the Customer. Contractor shall report to the City Contract Manager any warning notices issued to Customers within one (1) Business Day of issuance. Contractor shall provide direct person-to-person education and outreach to Customers with repeated contamination notices. The Contractor shall assist such Customers in developing employee and/or tenant training and Collection strategies which reduce contamination levels.

8.2.5 Overages

Contractor shall direct its employees not to Collect Solid Waste beyond each Customer's subscription level of service unless the business office of Contractor has granted prior authorization to make such Collection.

8.2.6 Care of Private Property

Contractor shall not damage private or City-owned property. Contractor shall ensure that its employees: (i) close all gates opened in making Collections, unless otherwise directed by the Generator; (ii) do not cross landscaped areas; (iii) do not climb or jump over hedges and fences; and, (iv) check for obstructions or impediments including, but not limited to, lighting, plumbing, wiring, or signage prior to operating Collection equipment.

City shall refer Complaints about private property damage to Contractor. Contractor shall repair all damage to private or City-owned property caused by its employees. In the event of repeat occurrences of property damage, the Contractor shall pay Liquidated Damages in accordance with Section 13.5.

8.2.7 Litter Abatement

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

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

1 **B. Clean-Up.** During Collection, the Contractor shall clean-up litter in the immediate
2 vicinity of any Container storage area (including the areas where Containers are delivered
3 for Collection) whether or not Contractor has caused the litter. Each Collection vehicle
4 shall carry protective gloves, a broom, and shovel at all times for the purpose of cleaning
5 up litter. Cat-litter or similar absorbent material shall be used by Contractor for cleaning
6 up liquid spills. The Contractor shall discuss instances of repeated spillage not caused by
7 it with the Customer of the Premise where spillage occurs, and Contractor shall report
8 such instances to City Contract Manager.
9

10 **C. Covering of Loads.** Contractor shall cover all open Roll-Off Boxes, with an approved
11 cover, at the Collection location before Transporting materials to the Designated Disposal
12 Location, Designated Recyclable Materials Processing Site, or Approved Processing
13 Sites.
14

15 **8.2.8 Noise**

16 All Collection operations shall be conducted as quietly as possible and shall conform to
17 applicable Federal, State, county, and City noise level regulations. Contractor will promptly
18 resolve any Complaints of noise during the morning or evening hours of the day to the
19 satisfaction of the City Contract Manager. In the event of repeat occurrences of noise levels in
20 excess of fifty (50) dbA, the Contractor shall pay Liquidated Damages in accordance with
21 Section 13.5.
22

23 **8.3 VEHICLE REQUIREMENTS**

24 **8.3.1 General**

25 On the Commencement Date of this Agreement, Contractor shall take possession of Collection
26 vehicles previously owned by the City and designated for Service Area No. [REDACTED] and Contractor
27 shall pay the City the sales price specified in Exhibit N. Although the Contractor is required to
28 take ownership of and possession of the Collection vehicles previously owned by the City, the
29 Contractor is not obligated to use such Collection vehicles to provide the Collection services
30 required by this Agreement. The Contractor may sell the Collection vehicles previously owned
31 by the City or use such vehicles to provide services in the City or other jurisdictions. If
32 Collection vehicles are to be used in the City to provide services under this Agreement, all City-
33 specific paint schemes, logos, phone numbers, advertising, or other identification shall be
34 removed from the vehicles within sixty (60) days of the Commencement Date. If Collection
35 vehicles are to be sold or transferred to operations in another jurisdiction, all City-specific paint
36 schemes, logos, phone numbers, advertising, or other identification shall be removed from the
37 vehicles prior to sale or transfer.
38
39

40 At all times during the Term of the Agreement, Contractor shall provide a fleet of Collection
41 vehicles sufficient in number and capacity to efficiently perform the work required by the
42 Agreement in strict accordance with its terms. Contractor shall have available sufficient back-up
43 vehicles for each type of Collection vehicle used (e.g., side loader, front loader, and roll-off
44 vehicles) to respond to Complaints and emergencies. Vehicles shall be owned or leased by
45 Contractor.
46

1 **8.3.2 Specifications**

2 All vehicles used by Contractor in providing Collection services shall be registered with the
3 California Department of Motor Vehicles. All such vehicles shall have watertight bodies
4 designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S.
5 Environmental Protection Agency (EPA) noise emission regulations and other applicable noise
6 control regulations. Any vehicle that does not comply with noise level requirements shall be
7 prohibited from performing services under this Agreement.
8

9 As required by law, Contractor shall comply with State and Federal regulations including, but
10 not limited to: (i) the California Air Resources Board Heavy Duty Engine Standards, contained
11 in CCR Title 13, Section 2020 et seq; and, (ii) the Federal Environmental Protection Agency's
12 Highway Diesel Fuel Sulfur regulations (Section 209(b) of the Clean Air Act, as amended, 42
13 U.S.C. 7543(b)). In addition, Contractor shall plan to comply with all San Joaquin Valley Air
14 Pollution Control District, State, and Federal regulations related to emissions controls using
15 engines, vehicles, and/or control technologies that meet or exceed the 2011 or later model year
16 vehicle and engine requirements. If Contractor needs to convert, retrofit, or replace its
17 Collection vehicles to be in full compliance with local, State and Federal clean air requirements
18 (including compliance with requirements for 2011 or later model year vehicles) in effect on the
19 Commencement Date of the Agreement, the costs for such changes shall be the sole
20 responsibility of the Contractor and shall not be reimbursed through a change in Contractor's
21 Compensation or Rates. To the extent that clean air requirements become more or less stringent
22 after the Commencement Date of the Agreement, Contractor Compensation or Rates may be
23 adjusted upward or downward as specified in Section 11.5.
24

25 **8.3.3 Vehicle Identification**

26 Contractor's name, local telephone number, and a unique vehicle identification number for each
27 vehicle shall be prominently displayed on all vehicles, in letters and numbers that are a minimum
28 of four (4) inches high. Contractor shall not place the City's logo on its vehicles nor shall
29 Contractor paint their vehicles in a way that, in the reasonable judgment of the City Contract
30 Manager, would cause the public to mistake Contractor's vehicles with those that the City uses
31 for Residential Collection or utility services operations. Should City Contract Manager determine
32 that vehicle paint schemes are unacceptable, Contractor shall repaint or cause offending vehicles
33 to be repainted within ten (10) Business Days or be removed from service until the City Contract
34 Manager's concern is resolved.
35

36 **8.3.4 Inventory**

37 Contractor shall furnish sufficient equipment to provide all service required by this Agreement in
38 a timely fashion. Contractor shall furnish the City Contract Manager a written inventory of all
39 vehicles used in providing service, and shall update the inventory report annually. The inventory
40 shall list all vehicles by manufacturer, ID number, date of acquisition, type, capacity, decibel
41 rating, average weight of load, and average loaded axle weights.
42

43 **8.3.5 Cleaning and Maintenance**

44
45 **A. General.** Contractor shall maintain all of its properties, facilities, and equipment in a
46 safe, neat, clean and operable condition at all times.

1
2 **B. Cleaning.** Collection vehicles shall be thoroughly washed and thoroughly steam cleaned
3 to present a clean appearance of the exterior and interior compartment of the vehicle.
4 City Contract Manager may inspect vehicles at any time to determine compliance with
5 cleanliness requirements. Contractor shall make vehicles available to City Contract
6 Manager for inspection, in the event that City Contract Manager requests such an
7 inspection.
8

9 **C. Maintenance.** Contractor shall inspect each vehicle daily to ensure that all equipment is
10 operating properly. Vehicles that are not operating properly shall be taken out of service
11 until they are repaired and operate properly. Contractor shall perform all scheduled
12 maintenance functions in accordance with the manufacturer's specifications and schedule
13 or in accordance with California Highway Patrol standards, whichever are more stringent.
14 Contractor shall keep accurate records of all vehicle maintenance, recorded according to
15 date and mileage, and shall make such records available to the City Contract Manager
16 upon request to the extent necessary to perform the inspections described in Sections 8.8
17 and 9.1.3.
18

19 **D. Repairs.** Contractor shall repair, or arrange for the repair of, all of its vehicles and
20 equipment for which repairs are needed because of accident, breakdown or any other
21 cause so as to maintain all equipment in a safe and operable condition. Contractor shall
22 maintain accurate records of repair, which shall include the date/mileage, nature of repair
23 and the signature of a maintenance supervisor that the repair has been properly
24 performed.
25

26 **E. Storage.** Contractor shall arrange to store all vehicles and other equipment in safe and
27 secure location(s) in accordance with City's applicable zoning regulations.
28

29 **8.3.6 Operation**

30 Vehicles shall be operated in compliance with the State Vehicle Code, and all applicable safety
31 and local ordinances. Contractor shall not load vehicles in excess of the manufacturer's
32 recommendations or limitations imposed by State or local weight restrictions for vehicles and
33 roads. Contractor shall have each Collection vehicle weighed at the Designated Disposal
34 Location, Designated Recyclable Materials Processing Site, Approved Transfer Station, or
35 Approved Processing Sites to determine the unloaded weight ("tare weight") of the vehicle.
36 Contractor vehicles shall be permitted on City streets only during the Collection hours described
37 in Section 8.1.A.
38

39 **8.4 CONTAINER REQUIREMENTS**

40
41 **A. General.** On the Commencement Date of this Agreement, all Containers used by the
42 City to Collect Solid Waste, Recyclable Materials, and Organic Materials from Multi-
43 Family and Commercial Customers in Service Area No. [REDACTED] shall become property of the
44 Contractor; and the Contractor shall purchase such Containers from the City by paying
45 the City the sales price specified in Exhibit N. The City shall leave such Containers at
46 each Customer's service location for immediate use by Contractor and to minimize

1 disruptions in service to Customers. Contractor may elect to use the Containers
2 previously owned by the City or to replace such Containers. If Contractor elects to
3 continue to utilize the Containers, Contractor shall be responsible for removing all City-
4 specific identification from the Containers through repainting or the application of high-
5 quality waterproof stickers within ninety (90) Business Days of the Commencement
6 Date. If Contractor chooses to replace Containers, the Contractor shall remove the
7 Container previously owned by the City and reuse or Recycle the Container. If Contractor
8 chooses to sell or transfer Containers to another operation, Contractor must remove all
9 City-specific identification prior to such sale or transfer.

10
11 Contractor shall provide Containers to all Customers at no additional charge as part of its
12 services. Containers shall be designed and constructed to be watertight and prevent the
13 leakage of liquids. All Containers shall meet applicable Federal, State, and local
14 regulations for safety and be covered with industry-standard attached lids. The useful life
15 of Containers shall be equal to or longer than the Term of the Agreement. All Containers
16 shall prominently display Contractor's name and telephone number.

17
18 **B. Cleaning, Painting, and Maintenance.** Contractor shall maintain Containers in a safe,
19 serviceable, and functional condition. Contractor shall steam clean and repaint all
20 Containers, except Carts, as needed to present a clean appearance. Customers using Carts
21 shall be responsible for cleaning such Carts. If Contractor is notified by Customer that
22 their Container is impacted by graffiti, Contractor shall remedy the situation within forty-
23 eight (48) hours.

24
25 **C. Repair and Replacement.** Contractor shall repair or replace all Containers damaged by
26 Collection operations within a one-week period. If the repair or replacement cannot be
27 completed within one (1) week, the Contractor shall notify Customer and a Container of
28 the same size or larger shall be made available until the proper Container can be replaced.

29
30 At no additional cost, Contractor shall replace Customer Carts that have been stolen or
31 damaged. Contractor shall allow Customer to exchange Containers for a Container of a
32 different size at no additional cost.

33
34 **D. City's Rights to Containers.** Upon expiration or early termination of this Agreement,
35 all Carts, Bins, Compactors and Roll-Off Boxes (for permanent Customers) acquired by
36 Contractor and put into service at Customer's Premises before the first (1st) anniversary
37 of the Commencement Date shall become property of the City. All Carts, Bins,
38 Containers, and Roll-Off Boxes (for permanent Customers) purchased or leased and put
39 into service at Customers' Premises on or after the first (1st) anniversary of the
40 Commencement Date that have not been fully depreciated shall be available to the City
41 for purchase, at the City's option, at the Containers' net book value based on a ____-year
42 {blank to be completed based on Contractors proposal} useful life.

43
44 At its sole discretion, the City may elect not to exercise its rights with regard to this
45 Section 8.4.D and, in such case, the Containers shall become the property of the
46 Contractor upon the expiration date of this Agreement or date of its earlier termination of

1 this Agreement. In such case, Contractor shall be responsible for removing all
2 Containers in service from Premises in accordance with the City-approved plan for
3 transitioning services from Contractor. Should Contractor fail to remove Containers
4 within three (3) Business Days, City may assume ownership of them or sell them to a
5 third party who would remove them from the Premises.
6

7 **8.5 PERSONNEL**

8
9 **A. General.** Contractor shall furnish such qualified drivers, mechanical, supervisory,
10 Customer service, clerical and other personnel as may be necessary to provide the
11 services required by this Agreement in a safe and efficient manner.
12

13 **B. Hiring of City Employees.** Sixty (60) calendar days prior to the Commencement Date,
14 Contractor shall offer employment to City employees that filled _____ City Commercial
15 solid waste positions allocated to Service Area No. _____. {City/HF&H – complete blank
16 based on information provided in Contractor’s proposal} In the Contractor’s written
17 employment offer, Contractor shall describe the wages and benefits Contractor will
18 provide such City employees. On the Commencement Date, Contractor shall employ the
19 City employees that accepted the Contractor’s employment offer and shall guarantee
20 employment of such Persons for a period of six (6) months, except that Contractor may
21 terminate any employee for cause. In the event that a City employee fails a California
22 Department of Motor Vehicles background check or pre-employment drug and alcohol
23 screening or that any employee is terminated for cause, Contractor shall be relieved of the
24 obligation to employ that specific City employee. In such a case, Contractor shall be
25 required to extend an offer of employment to another City employee within that job
26 classification.
27

28 **C. Approval of Management.** Contractor recognizes the importance of establishing a
29 successful relationship between its management and City Contract Manager. Therefore,
30 the Contractor will allow the City Contract Manager the right to approve the selection of
31 the Contractor’s field representative and the Contractor’s responsible officer as
32 designated by the Contractor, provided that the City Contract Manager’s approval is not
33 unreasonably withheld. The City Contract Manager shall have the right to request the
34 Contractor to replace the Person that serves as the City’s main contact with Contractor
35 (e.g., field representative and the Contractor’s responsible officer as designated by the
36 Contractor pursuant to Section 14.10), if Liquidated Damages levied for events listed in
37 Exhibit H, with the exception of damages levied for Collection reliability and Collection
38 quality events items 1, 3, and 8 of Exhibit H, in any three- month period exceed two
39 thousand dollars (\$2,000) or if Liquidated Damages levied for Collection reliability and
40 Collection quality events items 1, 3, and 8 of Exhibit H in any three-month period exceed
41 forty-five thousand dollars (\$45,000). If replacement of the field representative and the
42 Contractor’s responsible officer as designated by the Contractor pursuant to Section
43 14.10 is requested by the City Contract Manager, the Contractor shall have ninety (90)
44 calendar days to replace the field representative or responsible officer and shall seek the
45 City Contract Manager’s approval of the replacement manager prior to hiring such
46 Person.

- 1
- 2 **D. Provision of Field Supervision.** Contractor shall designate at least [] qualified full time
- 3 equivalent employees as supervisor of field operations and such Person shall devote at
- 4 least []% of his or her time in the field checking on Collection operations, including
- 5 responding to Complaints. {Contractor to complete based on Proposal}.
- 6
- 7 **E. Driver Qualifications.** All drivers shall be trained and qualified in the operation of
- 8 Collection vehicles and must have in effect a valid license, of the appropriate class,
- 9 issued by the State Department of Motor Vehicles. Contractor shall use the Class B
- 10 California Department of Motor Vehicles employer "Pull Notice Program" to monitor its
- 11 drivers for safety.
- 12
- 13 **F. Customer Service Representative Training.** Customer service representatives shall be
- 14 trained on specific City service requirements, a minimum of once per quarter. A City
- 15 information sheet shall be provided to each Customer service representative for easy
- 16 reference of City requirements and general Customer needs, and specific Service Area
- 17 No. [] services. The information sheet, training agenda, employee sign-in sheet, and
- 18 associated documentation shall be forwarded to the City each quarter after the training.
- 19
- 20 **G. Safety Training.** Contractor shall provide suitable operational and safety training for all
- 21 of its employees who operate Collection vehicles or equipment or who are otherwise
- 22 directly involved in such Collection. Contractor shall train its employees involved in
- 23 Collection to identify, and not to collect, Hazardous Waste or Infectious Waste.
- 24
- 25 **H. No Gratuities.** Contractor shall not permit its employees to accept, demand, or solicit,
- 26 directly or indirectly, any additional compensation, or gratuity from Customers or
- 27 members of the public for Collection. If any Contractor employee is found to have
- 28 accepted compensation in exchange for providing services at no charge or for a reduced
- 29 charge, such employee shall, at a minimum, be reassigned to a position which prevents
- 30 them from providing service directly to Customers.
- 31
- 32 **I. Employee Conduct and Courtesy.** Contractor shall use its best efforts to assure that all
- 33 employees present a neat appearance and conduct themselves in a courteous manner.
- 34 Contractor shall regularly train its employees in Customer courtesy, shall prohibit the use
- 35 of loud or profane language, and shall instruct Collection employees to perform the work
- 36 as quietly as possible. If any employee is found not to be courteous or not to be
- 37 performing services in the manner required by this Agreement, Contractor shall take all
- 38 appropriate corrective measures. The City Contract Manager may require Contractor to
- 39 reassign an employee, if the employee has conducted himself or herself inconsistently
- 40 with the terms of this Agreement.
- 41
- 42 **J. Uniforms.** While performing services under this Agreement, all of the Contractor's
- 43 employees performing field service shall be dressed in clean uniforms that include the
- 44 employee's name and/or employee number, and Contractor's name, as approved by the
- 45 City Contract Manager. No portion of this uniform may be removed while working. No
- 46 portion of the uniform shall contain advertising from the public sector.

1
2 **8.6 HAZARDOUS WASTE INSPECTION AND HANDLING**

- 3
4 **A. Inspection Program and Training.** Contractor shall develop a load inspection program
5 that includes the following components: (i) Personnel and training; (ii) Load checking
6 activities; (iii) Management of wastes; and (iv) Record keeping and emergency
7 procedures.
8

9 Contractor's load checking personnel, including its Collection vehicle drivers, shall be
10 trained in (i) the effects of Hazardous Substances on human health and the environment;
11 (ii) identification of prohibited materials; and (iii) emergency notification and response
12 procedures. Collection vehicle drivers shall inspect Containers before Collection.
13

- 14 **B. Response to Hazardous Waste Identified During Collection.** If Contractor determines
15 that material placed in any Container for Collection is Hazardous Waste, Designated
16 Waste, or other material that may not legally be Disposed of at the Designated Disposal
17 Location or handled at the Designated Recyclable Materials Processing Site, Approved
18 Transfer Station, or Approved Processing Sites, or presents a hazard to Contractor's
19 employees, the Contractor shall have the right to refuse to accept such material. The
20 Contractor shall contact the Generator and request Generator to arrange proper Disposal.
21 If the Generator cannot be reached immediately, the Contractor shall, before leaving the
22 Premises, leave a tag at least two inches by six inches (2" x 6") in size, which indicates
23 the reason for refusing to Collect the material and lists the phone number for the Fresno
24 County Environmental Health Department.
25

26 Contractor's environmental technician shall be notified to handle the issue with the
27 Generator. The Contractor's environmental technician shall be notified by the Contractor
28 and shall guide the Generator to safely containerizing the Hazardous Waste and shall
29 explain the Generator's options for proper disposition of such material. Under no
30 circumstances shall Contractor's employees knowingly Collect Hazardous Waste or
31 remove unsafe or poorly containerized Hazardous Waste from a Collection Container.
32

33 If Hazardous Waste is found in a Collection Container or Collection area that could
34 possibly result in imminent danger to people or property, the Contractor shall
35 immediately notify the City's Fire Department using the 911 emergency number. The
36 Contractor shall notify the City of any Hazardous Waste identified in Containers or left at
37 any Premises within 24 hours of identification of such material.
38

- 39 **C. Response to Hazardous Waste Identified at Disposal Site or Processing Site.** If
40 materials Collected by Contractor are delivered to a facility owned by Contractor for
41 purposes of transfer, Processing, or Disposal, load checkers and equipment operators at
42 such facility shall conduct inspections in areas where Collection vehicles unload Solid
43 Waste, Recyclable Materials, or Organic Materials to identify Hazardous Wastes.
44 Facility personnel shall remove these materials for storage in approved on-site hazardous
45 materials storage container(s). Contractor shall make reasonable efforts to identify and

1 notify the Generator. Contractor shall arrange for removal of the Hazardous Wastes by
2 permitted haulers in accordance with Applicable Laws and regulatory requirements.
3

4 If the unacceptable material is delivered to the Designated Disposal Location, Designated
5 Recyclable Materials Processing Site, Approved Transfer Station, or Approved
6 Processing Sites by Contractor before its presence is detected, and the Generator cannot
7 be identified or fails to remove the material after being requested to do so, the Contractor
8 shall arrange for its proper Disposal and pay for costs of such Disposal. The Contractor
9 shall make a good faith effort to recover the cost of Disposal from the Generator, and the
10 cost of this effort, as well as the cost of Disposal shall be chargeable to the Generator.
11

- 12 **D. Regulations and Record Keeping.** Contractor shall comply with emergency
13 notification procedures required by Applicable Laws and regulatory requirements. All
14 records required by regulations shall be maintained at the Contractor's facility. These
15 records shall include: waste manifests, waste inventories, waste characterization records,
16 inspection records, incident reports, and training records.
17

18 **8.7 NON-DISCRIMINATION**

19 Contractor shall not discriminate in the provision of service or the employment of Persons
20 engaged in performance of this Agreement because of race, color, religion, sex, age, physical
21 handicap, or medical condition in violation of any Applicable Law.
22

23 **8.8 COMMUNICATION AND COOPERATION WITH CITY**

- 24
25 **A. Communications.** If requested, the Contractor shall meet with the City Contract
26 Manager at least once each month to discuss service issues. The Contractor's field
27 representative and the Contractor's responsible officer as designated by the Contractor
28 shall have e-mail and cellular telephone capabilities to enable the City Contract Manager
29 and the Contractor's field representative and the Contractor's responsible officer to
30 communicate via e-mail and/or cellular telephone.
31
32 **B. Inspection by City.** The City or their designated representatives shall have the right to
33 observe and review Contractor operations and enter Premises for the purposes of such
34 observation and review during business hours upon twenty-four (24) hours notice.
35
36 **C. Cooperate with City-Initiated Studies.** Contractor shall cooperate with and assist the
37 City or its agent with performance of City-initiated studies of Solid Waste, Recyclable
38 Materials, and Organic Materials such as, but not limited to, waste generation,
39 characterization, and composition studies.
40
41
42

43 **ARTICLE 9.**

44 **RECORD KEEPING AND REPORTING**

9.1 GENERAL

9.1.1 Maintenance of Records

Contractor shall maintain accounting, operational, statistical, and other records related to its performance as shall be necessary to develop reports required by this Agreement, to support any claim by Contractor under Section 11.5, and to respond to any reasonable request of the City under Sections 4.5 or 11.5. Also, Contractor agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with and to meet the reporting and Solid Waste program management needs of City, the Act, and other Applicable Laws, and the requirements of this Agreement.

Because it is not possible to accurately anticipate all of the conditions giving rise to the need for information, to the extent, such requirements are set out in this and other Articles of this Agreement, they shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general nature of records and reports and their minimum content and is not meant to comprehensively define what the records and reports are to be and their content. Further, with the written direction by or approval of City Contract Manager, the records and reports to be maintained and provided by Contractor in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency, even if such adjustment results in significant additional costs to the Contractor.

To adjust Contractor's Compensation in the event of City-directed changes (in accordance with Section 4.5) or in the event of special Rate review (in accordance with Section 11.5) and support its obligations under Section 11.6, Contractor must maintain accurate, detailed, financial and operational information in a consistent format, and must make such information available to the City Contract Manager in a timely fashion.

9.1.2 Retention of Records

Unless otherwise required in this Article, 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 accessible. At the City Contract Manager's request, records and data required to be maintained that are specifically directed to be retained shall be retrieved in a timely manner by Contractor and made available to the City Contract Manager.

Records and data required to be maintained that are not specifically directed to be retained and that are not material to a special Rate review or required for the determination of the Contractor's performance, need not be retrieved by Contractor. In such a case and when such records and data are required to but are not retained by the Contractor, the City may make reasonable assumptions regarding what information is contained in such records and data, and such assumption(s) shall be conclusive in whatever action the City takes.

9.1.3 Inspection of Records

The City, its auditors and other agents, shall have the right, during regular business hours, and with twenty-four (24) hours written notice identifying the information desired and the types of records that may contain that information, to conduct on-site inspections of accounting systems,

1 payroll tax reports, specific documents or records required by this Agreement, or any other
2 similar records or reports of the Contractor and all companies conducting operations addressed in
3 this Agreement, that the City shall deem, at its sole discretion, necessary to evaluate annual
4 reports, Rate review applications, and the Contractor's performance provided for in this
5 Agreement. The City may make copies of any documents it deems relevant to this Agreement.
6

7 **9.1.4 Record Security**

8 Contractor shall maintain adequate record security to preserve records from events that can be
9 reasonably anticipated such as a fire, theft, water-intrusion, or an earthquake. Electronically-
10 maintained data and records shall be protected, backed-up (i.e., tape or other digital media copies
11 of the electronic records), and stored in an off-site location. In no case should less than two
12 copies of digital records be maintained and each copy must be maintained in separate locations.
13

14 **9.2 RECORDS**

15 **9.2.1 Financial and Operational Records**

16 Contractor shall maintain accurate and complete accounting records containing the underlying
17 financial and operating data relating to and showing the basis for computation of all costs
18 associated with providing services. The accounting records shall be prepared in accordance with
19 Generally Accepted Accounting Principles (GAAP) consistently applied. Financial and
20 operational records shall be maintained in sufficient detail to support the review of Contractor's
21 Rate application requests under Section 11.3 and Exhibit P. Should City Contract Manager
22 determine that records were not maintained in sufficient detail to clearly support Contractor's
23 request, City shall have no obligation to approve an adjustment to Rates.
24
25

26 **9.2.2 Collection Service Records**

27 Records shall be maintained by Contractor for City relating to:
28

- 29 A. Customer services and Billing;
- 30
- 31 B. Weight and volume of material Collected by type (e.g., Solid Waste, Recyclable
32 Materials, and Organic Material). Where possible, information is to be separated by
33 Service Type;
- 34
- 35 C. Routes;
- 36
- 37 D. Facilities, equipment and personnel used;
- 38
- 39 E. Facilities and equipment operations, maintenance and repair;
- 40
- 41 F. Tonnage of Solid Waste, Recyclable Materials, and Organic Materials listed by
42 Processing Site or Disposal Site where such materials were delivered; and
- 43
- 44 G. Recyclable Materials and Organic Materials Collection participation.
- 45
- 46 H. End use and markets for processed Organic Materials.

1
2 **9.2.3 Transfer, Processing, and Disposal Records**

3 Contractor shall maintain records of transfer, Disposal, and Processing of all Solid Waste,
4 Recyclable Materials, and Organic Materials Collected by Contractor.
5

6 **9.2.4 Other Programs Records.**

7 Records for other programs including, but not limited to, public education and outreach
8 activities, event and venue Recycling programs, and abandoned waste collection shall be tailored
9 to specific needs. In general, the records shall include:
10

11 A. Plans, tasks, and milestones; and
12

13 B. Accomplishments in terms such as dates, activities conducted, quantities of products
14 used, produced or distributed, and numbers of participants and responses.
15

16 **9.2.5 Customer Service Records**

17 In order to facilitate the City's determination of Contractor's performance, records shall be
18 maintained by Contractor for City detailing, at a minimum:
19

20 A. Number of calls, e-mails, web site originated contacts, faxes, and letters received;
21

22 B. Average hold time for calls; percentage of calls answered in 30 seconds; percentage of
23 calls answered in 3 minutes;
24

25 C. Categories of calls, e-mails, web site originated contacts, faxes, and letters (i.e.,
26 compliments, Complaints, missed pickups, damage, etc.);
27

28 D. Customer service representative training materials and record of training;
29

30 E. Complaint log noting the name and address of complainant, date and time of Complaint,
31 nature of Complaint, and nature and date of resolution;
32

33 F. Log of new Customers.
34

35 **9.2.6 CERCLA Defense Records**

36 City views its ability to defend itself against CERCLA and related litigation as a matter of great
37 importance. For this reason, the City regards its ability to prove where Solid Waste Collected in
38 the City was taken for transfer or Disposal, as well as where it was not taken, to be matters of
39 concern. Contractor shall maintain, retain and preserve records which can establish where Solid
40 Waste Collected in the City was Transferred and/or Disposed (and therefore establish where it
41 was not). Contractor shall provide these records to the City Contract Manager at the expiration
42 or early termination of this Agreement, in an organized and indexed manner rather than
43 destroying or disposing of them.
44

9.3 GENERAL REPORTING REQUIREMENTS

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- A. Approve Rates;
- B. Evaluate the financial efficacy of operations;
- C. Evaluate past and expected progress towards achieving the Contractor's diversion goals and objectives;
- D. Determine needs for adjustment to programs; and,
- E. Evaluate Customer service and Complaints.

Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by City Contract Manager. Contractor agrees to mail a copy of all reports and submit all reports on computer discs or by e-mail in a format compatible with City's software and computers, in the event it may do so at no significant additional cost. Contractor will provide a certification statement, under penalty of perjury, by the responsible Contractor official, that the report being submitted is true and correct to the best knowledge of such official after their reasonable inquiry.

Monthly reports shall be submitted within thirty (30) calendar days after the end of the reporting month. Quarterly reports shall be submitted within forty-five (45) calendar days after the end of the report quarter. Annual reports shall be submitted no later than forty-five (45) calendar days after the end of the each Rate Period.

All reports shall be submitted to:

Solid Waste Manager
City of Fresno
1325 E. El Dorado
Fresno, CA 93706

9.4 MONTHLY REPORTS

Reports shall present the following information electronically in a Microsoft Excel-compatible format. Exhibit K includes sample data reporting forms. The City Contract Manager may review and approve Contractor's report formats and content.

- A. **Solid Waste Services.** Total Tonnage Collected and Disposed by Service Type.
- B. **Recyclable Materials Services.** Tonnage Collected and Delivered to Designated Recyclable Materials Processing Site by Service Type.

1 **C. Organic Materials Services.** Tonnage Collected, Delivered to Approved Processing
2 Site, and Processed by Service Type. If the Processing Site handles Organic Materials
3 Collected in Service Area No. [REDACTED] and from other parties, provide a description of how
4 the quantities of Organic Materials are tracked and allocated to Service Area No. [REDACTED].
5

6 **D. Customer Service**
7

- 8 1. Number of Customer, Generator, or other Person calls, emails, faxes, web site
9 originated contacts, and letters by category (e.g., missed pickups, scheduled clean-
10 ups, Billing concerns, damage claims, etc.)
- 11 2. Number of Complaints and number of Complaints for which problem was not
12 corrected or Customer was not satisfied within five (5) Business Days of receiving
13 the Complaint. Provide explanations on Complaints for which corrective action did
14 not occur within five (5) Business Days.
- 15 3. Number of new Commercial and Multi-Family Recyclable Materials and Organic
16 Materials Customers listed by Cart, Bin, and Roll-Off Box services.
- 17 4. Customer service summary that provides monthly and year-to-date Customer service
18 performance statistics corresponding to the performance standards set for Liquidated
19 Damages items 1 through 22 in Exhibit H. Significant trends and variances from the
20 standards should be noted and explained.
21

22 **E. Account Information.** In table format, the number of Customers and service levels for
23 all Service Types (including billing codes for each service level).
24

25 **9.5 QUARTERLY REPORTS**

26 Reports shall present the following information by each month's data in the reported quarter and
27 include a quarterly average. In addition, each quarterly report shall show the past four (4)
28 quarters average for data comparison (the first three (3) quarters of the Agreement shall only
29 include the available quarterly information.) Refer to Exhibit K for sample reporting forms.
30

31 **A. Solid Waste Services**
32

- 33 1. Quarterly summary of monthly report required in Section 9.4.A.
- 34 2. Accounts collected by Service Type. Include number of accounts, as well as number
35 of total yards for Bin service; and number of pulls, deliveries, and pickups for Roll-
36 Off Box and Compactor Service.
37

38 **B. Recyclable Materials Services**
39

- 40 1. Quarterly summary of monthly report required in Section 9.4.B.
- 41 2. Accounts collected by Service Type. Include number of accounts, number of total
42 yards for Bin service; and number of pulls, deliveries, and pickups for Roll-Off Box
43 and Compactor Service.
44

45 **C. Organic Materials Service**
46

1. Quarterly summary of monthly report required in Section 9.4.C.
2. Accounts collected by Service Type. Include number of accounts, number of total yards for Bin service; and number of pulls, deliveries, and pickups for Roll-Off Box and Compactor Service.

D. Customer Service

1. Quarterly summary of monthly report required in Section 9.4.D.
2. Customer Service overview sheet, training agenda, and other training supplements provided at the quarterly Customer service meeting.
3. Call center reports documenting the number of calls received per month (or quarter), the percentage of calls answered within thirty (30) seconds, and the percentage of calls answered within three (3) minutes.

E. Abandoned Waste Collection. Quarterly report in accordance with Section 5.6.

F. Education Activities

1. Public education materials produced and total number of each distributed.
2. Dates, times, and group names of meetings attended to educate Customers on the Recyclable Materials and Organic Materials Collection programs, in accordance with Exhibit G.
3. Account address, Customer name, service levels, and service changes (if any) for each waste audit performed as a requirement of Section 7.1.

G. Pilot and New Programs. For each pilot and/or new program, activity-related and narrative reports on goals and milestones and accomplishments; description of problems encountered, actions taken, and any recommendations to facilitate progress; and description of vehicles, personnel, and equipment utilized for each program.

H. Summary Assessment

1. Summary assessment of the overall Solid Waste, Recyclable Materials, and Organic Materials program from Contractor's perspective relative to financial and physical status of program. Description of the status is to relate to how well the program is operating for efficiency, economy, and effectiveness relative to meeting all the goals and objectives of this Agreement including particularly the Contractor's diversion goals.
2. Recommendations and plans to improve.
3. Highlights of significant accomplishments and problems.

I. Other Reports. Provide a summary, including number of events or incidents and Tonnage Collected (if applicable) for the following:

1. Special events (Section 5.5)
2. Instructions to Customers (Section 8.2.4)

1 3. Hazardous Waste incidents (Section 8.6.B)

2
3 **9.6 ANNUAL REPORTS**

4
5 **9.6.1 Annual Report Requirements**

6 The annual report shall be in the form of the quarterly reports and shall provide the same type of
7 information as required pursuant to Section 9.5, summarized for the preceding four (4) quarters.
8 The annual report shall also include a complete inventory of equipment used to provide all
9 service.

10
11 **9.6.2 Contractor Officers and Board Members**

12 Provide a list of Contractor's officers and members of its board of directors with the annual
13 report.

14
15 **9.6.3 Related-Party Entities**

16 Contractor agrees that all financial transactions with all Related-Party Entities shall be approved
17 by the City Contract Manager in advance in writing. Related-Party Entities approved on the
18 Effective Date of this Agreement are identified in the definition of Related-Party Entities in
19 Article 1. If the Contractor proposes to amend the list of approved Related-Party Entities, the
20 Contractor shall submit a letter to the City Contract Manager identifying any additional Related-
21 Party Entities and the nature of the relationship Contractor intends to have with such party(ies),
22 and requesting approval of the Related-Party Entity(ies). Annually, the Contractor shall submit a
23 letter to the City Contract Manager disclosing the Related-Party Entities with which the
24 Contractor has had financial transactions.

25
26 **9.6.4 Operational Information**

27 In addition to requirements stated elsewhere in this Agreement, the annual report shall include
28 the following information:

29
30 **A. Routes by Service Type**

- 31
32 1. Number of routes per each day of the week
33 2. Type of vehicle used on each route
34 3. Crew size per route
35 4. Number of full-time equivalent (FTE) routes
36 5. Number of accounts per route
37 6. Total hours per Service Type per day and per year

38
39 **B. Personnel**

- 40
41 1. Organization chart
42 2. Job classifications and number of employees (e.g. administrative, Customer service
43 representatives, drivers, route supervisors, Customer education staff, Recycling
44 outreach staff)
45 3. Number of full-time equivalent (FTE) positions for each job classification
46 4. Number of hours per job classification per day and per year

1
2 **C. Productivity Statistics**
3

- 4 1. Number of accounts per Service Type
5 2. Tons per route per day
6

7 **D. Operational Changes (from prior-year report)**
8

- 9 1. Number of routes
10 2. Staffing
11 3. Supervision
12 4. Collection services.
13

14 **E. Billing and Account Information**
15

- 16 1. Billing review report in accordance with Section 7.2.D.
17 2. Account information listing each Customer, Customer address and contact
18 information, service level (Container size and Collection frequency), and day(s) of
19 Collection.
20

21 **9.6.5 Financial Information**

22 The financial information in this Section 9.6.5 shall be provided by Contractor on July 1 of Rate
23 Periods 2 and 9, and Rate Periods 14 (if the Term is extended beyond 10 years) and 19 (if the
24 Term is extended beyond 15 years), with its application for a cost-based Rate adjustment
25 pursuant to Section 11.4. At such time, Contractor shall deliver to the City Contract Manager
26 Contractor's financial statements and profit and loss statements for the most-recently completed
27 Rate Period. Financial statements shall show Contractor's results of operations, including the
28 specific revenues and expenses in connection with the operations provided for in this Agreement.
29 The financial statements shall be prepared in accordance with Generally Accepted Accounting
30 Principles (GAAP) consistently applied and fairly reflecting the results of operations and
31 Contractor's financial condition. City shall use its best efforts to maintain the confidentiality of
32 Contractor's financial information.
33

34 **9.7 EVENT-SPECIFIC REPORTING**
35

36 **A. Special Event Collection.** As required by Section 5.5, the Contractor shall submit to the
37 City Contract Manager a written report identifying the Tonnage of Solid Waste and
38 Recyclable Materials Collected and any suggestions Contractor proposes for the next
39 event. The report shall be submitted no later than ten (10) Business Days following each
40 event.
41

42 **B. Report of Unauthorized Dumping.** As required by Section 5.6, Contractor shall report:
43 (i) the addresses of any Premises at which the driver observes Solid Waste, Recyclable
44 Materials, and/or Organic Materials accumulating; and (ii) the address, or other location
45 description, at which Solid Waste, Recyclable Materials, and/or Organic Materials have

1 been dumped in an apparently unauthorized manner. The report shall be delivered to the
2 City Contract Manager within five (5) Business Days of such observation.
3

4 **C. Hazardous Waste.** As required by and subject to the limitations of Section 8.6, the
5 Contractor shall notify the County of Fresno Fire Department Hazardous Materials
6 response team of any Hazardous Waste identified in Containers or left at any Premises
7 within twenty-four (24) hours of identification of such material.
8

9 **D. Warning Notices for High Level of Contaminants.** As required by Section 8.2.4,
10 Contractor shall report to the City Contract Manager any warning notices issued to
11 Customers for high levels of Contaminants found in the Recyclable Materials or Organic
12 Materials Containers. The report shall be delivered to the City Contract Manager within
13 one (1) Business Day of issuance of the warning notice. City shall have no obligation to
14 respond to such notices, nor shall it be obligated to interact with Customer in any way.
15

16 **ARTICLE 10.**

17 **FRANCHISE FEES AND OTHER FEES**

18

19 **10.1 FRANCHISE FEE**

20 In consideration of the exclusive rights provided Contractor herein, Contractor shall pay
21 Franchise Fees to the City each month equal to the greater of five hundred thousand dollars
22 (\$500,000) per year or 10% of actual gross receipts remitted by Customers for Collection
23 services provided in Service Area No. [REDACTED].
24

25 **10.2 OTHER FEES**

26
27 **A. AB 939 Fee.** The Contractor shall pay the City an AB 939 Fee each quarter equal to
28 \$18,930 {May be modified prior to execution of Agreement} in order to maintain and
29 improve upon public education, Recycling, and Composting programs for Businesses and
30 Multi-Family property owners and residents throughout the City. This fee shall be a pass-
31 through cost. Unless otherwise adjusted by City subject to Section 10.3, this fee shall be
32 adjusted annually in accordance with Section 11.3.E.
33

34 **B. Contract Management and Enforcement Fee.** The Contractor shall pay the City a
35 Contract Management and Enforcement Fee each quarter equal to \$16,825 {May be
36 modified prior to execution of Agreement}. The City shall use the fee to offset expenses
37 related to contract management, compliance, monitoring, and enforcement. The City shall
38 retain the sole right to set priorities for its contract monitoring and enforcement among
39 City personnel and/or contractors. This fee shall be a pass-through cost. Unless
40 otherwise adjusted by City subject to Section 10.3, this fee shall be adjusted annually in
41 accordance with Section 11.3.E.
42

43 **C. Shedding Fee.** The Contractor shall pay the City a Shedding Fee each quarter equal to
44 \$38,263 {May be modified prior to execution of Agreement}, which the City shall use to
45 offset expenses related to cleaning up Generator- and Contractor-created litter resulting

1 from Collection activities performed under this Agreement. This fee shall be a pass-
2 through cost. Unless otherwise adjusted by City subject to Section 10.3, this fee shall be
3 adjusted annually in accordance with Section 11.3.E.
4

5 **D. Landfill Maintenance Fee.** Contractor shall remit \$38,047 {May be modified prior to
6 execution of Agreement} per quarter, per service area, to reimburse City for the cost of
7 annual maintenance to the City closed landfill per EPA consent decree.
8

9 **E. Landfill Closure Fee.** Contractor shall remit \$14,543 {May be modified prior to
10 execution of Agreement} per quarter, per service area, to reimburse City for the cost of
11 landfill capital projects as required per EPA consent decree.
12

13 **F. Landfill Debt Service Fee.** Contractor shall remit \$21,115 {May be modified prior to
14 execution of Agreement} per quarter, per service area, to reimburse City for the cost of
15 one-half of the City's landfill debt service payment related to the Solid Waste 2000 Series
16 A Bonds.
17

18 **G. Other Fees.** The City may set or adjust "other" fees as it deems necessary. The amount,
19 time, and method of payment and adjustment process will be set in a manner similar to
20 that for other fees described in this Article, and Rates shall be adjusted in accordance
21 with Section 11.5 to reflect new fees.
22

23 **10.3 ADJUSTMENT TO FEES**

24 City reserves the right to unilaterally adjust the fees established in this Article at any time during
25 the Term of this Agreement, subject to City obligation to adjust Rates in accordance with Section
26 11.5.
27

28 **10.4 PAYMENT SCHEDULE AND LATE FEES**

29 On or before the twentieth (20th) day of each month during the Term of this Agreement,
30 Contractor shall remit to City Franchise Fees and other fees as described in this Article. If such
31 remittance is not paid to the City on or before the twentieth (20th) day of any month, Contractor
32 shall pay the fees due plus interest compounded daily, where interest shall be calculated using
33 the annual yield rate for the California Local Agency Investment Fund (LAIF) most-recently
34 published by the California State Treasurer's office.
35

36 Each monthly remittance to City shall be accompanied by a statement itemizing each fee paid;
37 detailing calculation of all fees; and stating actual gross revenues, by Service Type, for the
38 monthly period collected from all operations conducted or permitted by this Agreement. Each
39 remittance including all supporting documentation shall be provided to:
40

41 Attn: City Controller
42 Finance Department
43 City of Fresno
44 2600 Fresno Street
45 Fresno, CA

1
2
3
4
5

ARTICLE 11.
CONTRACTOR'S COMPENSATION
AND RATES

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9
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14

11.1 CONTRACTOR'S COMPENSATION

The Contractor's Compensation for performance of all its obligations under this Agreement shall be the actual gross Rate revenues remitted to Contractor by Customers less fees due to the City in accordance with Article 10. Contractor's Compensation provided for in this Article shall be the full, entire, and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, Processing and Disposal fees, taxes, insurance, bonds, overhead, operations, profit and all other things necessary to perform all the services in the manner required by this Agreement.

If Contractor's costs are more than actual gross Rate revenues retained by Contractor, Contractor shall not be compensated for the difference in costs and revenues. If Contractor's costs are less than the actual gross Rate revenues retained by the Contractor, Contractor shall retain the difference. In addition, calculations of Rates shall not be adjusted for variances of actual costs or revenues during prior periods of time.

The Rates for Rate Period 1 was set by Contractor. Contractor's proposed costs for Rate Period 1 and operating assumptions are presented in Exhibit C. Rates for subsequent Rate Periods shall be adjusted in accordance with this Article 11.

24
25
26
27
28
29

Under this Agreement, Contractor shall have the right and obligation to charge and collect from Customers the Rates set by Contractor, which Rates shall not exceed the City approved maximum allowable Rates, which are contained in Exhibit J. The Contractor shall bill Customers and collect payments in accordance with Section 7.2.

30
31

11.2 RATE ADJUSTMENT PROCESS

32
33
34
35
36
37
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A. General. The City shall be responsible for adjusting the maximum allowable Rates as described in this Article. If at any time during the Term of the Agreement, the Contractor determines the need for a Rate that does not appear on the City-approved maximum permissible Rate schedule, Contractor shall immediately notify the City Contract Manager and request establishment of such Rate. For example, if a Customer requires Collection of a 15-cubic-yard Compactor five (5) times per week and the City-approved maximum permissible Rate schedule does not include this level of service, the Contractor must request that the City approve a maximum permissible Rate for this level of service.

41
42
43
44
45

B. Rates Determined On or Before Execution of the Agreement. Maximum Rates for Rate Period 1, which are presented in Exhibit J, were determined by Contractor and were approved by City Council resolution on or before the execution of the Agreement. The Rates for Rate Period 1 are effective January 1, 2011 through December 31, 2011. The Operating Component portion of Rates for Rate Period 1, as per Exhibit J, shall be not be

adjusted to reflect either increases or decreases in costs from those anticipated by Contractor.

C. Annual Adjustment Process. The maximum allowable Rates shall be adjusted annually, commencing with Rate Period 2 through the remaining Term of this Agreement including any extension periods. The adjustments to the maximum allowable Rates shall be determined using one of two methodologies: (1) an index-based adjustment, or (2) cost-based adjustment. The index-based adjustment, which is described in Section 11.3, involves use of various cost adjustment factors (such as the percentage change in the consumer price index and the current Disposal Site tipping fee) to calculate adjusted Rates. The cost-based adjustment, which is described in Exhibit P, involves a detailed review of the Contractor's actual costs of service and determination of adjusted Rates to reflect Contractor's actual costs; provided however, the Operating Component portion of the Rate adjustment does not exceed six percent (6%). Below is a table that specifies when the two Rate adjustment methods shall be used. In the event that the City elects to extend the Term of this Agreement for less than five (5) years per extension, City may require a cost-based review during each extension regardless of the dates described in the table below.

Rate Period	Commencement Date of Rate Period	Adjustment Method Used to Determine Rates for the Rate Period	Rate Adjustment Application Submittal Date
1	January 1, 2011	Not Applicable	Not Applicable
2	January 1, 2012	Index-Based	October 1, 2011
3	January 1, 2013	Cost-Based	July 1, 2012
4	January 1, 2014	Index-Based	October 1, 2013
5	January 1, 2015	Index-Based	October 1, 2014
6	January 1, 2016	Index-Based	October 1, 2015
7	January 1, 2017	Index-Based	October 1, 2016
8	January 1, 2018	Index-Based	October 1, 2017
9	January 1, 2019	Cost-Based	July 1, 2018
10	January 1, 2020	Index-Based	October 1, 2019
11*	January 1, 2021	Index-Based	October 1, 2020
12*	January 1, 2022	Index-Based	October 1, 2021
13*	January 1, 2023	Index-Based	October 1, 2022
14*	January 1, 2024	Cost-Based	July 1, 2023
15*	January 1, 2025	Index-Based	October 1, 2024
16*	January 1, 2026	Index-Based	October 1, 2025
17*	January 1, 2027	Index-Based	October 1, 2026
18*	January 1, 2028	Index-Based	October 1, 2027
19*	January 1, 2029	Cost-Based	July 1, 2028
20*	January 1, 2030	Index-Based	October 1, 2029

*Applicable only if the Term is extended pursuant to Section 3.4.

11.3 INDEX-BASED ADJUSTMENT OF RATES

1 **A. Annual Adjustment.** Subject to the terms herein, the Contractor shall be entitled to an
2 annual adjustment of all Rates. Each Rate, excluding Special Charges, includes an
3 Operating Component, Disposal Component, Processing Component, and Fee
4 Component, which are annually adjusted. The City Council shall make a good faith
5 effort to adopt maximum approved Rates by November 1 of each year, and such Rates
6 shall be effective on each subsequent January 1. If Rates are not adjusted by November
7 1, then prior Rates remain in effect until such adjustment is made.

8
9 The first adjustment is scheduled to take effect January 1, 2012 subject to City Council
10 approval. Each Rate is annually adjusted as specified in Section 11.3.B through 11.3.F,
11 with the exception of Special Charges adjusted in accordance with Section 11.3.G.

12
13 **B. Adjustment of the Operating Component.** The Operating Component of each Rate
14 shall be adjusted annually by the Operating Cost Factor (the “OCF”), or five percent
15 (5%), whichever is less, using the following methodology:

16
17 **Step 1.** Calculate the Labor-Related Factor of the OCF by calculating the 12-month
18 percentage change in the most-recently published Employment Cost Index
19 (“ECI”) compiled and published by the U.S. Department of Labor, Bureau of
20 Labor Statistics (the “DOL”) or its successor agency, using the following
21 Bureau of Labor Statistics’ parameters:

- 22
- 23 • Compensation – Total Compensation
- 24 • Ownership – Private Industry
- 25 • Periodicity – Index Number
- 26 • Group – 210 - Service-Producing Industries
- 27 • Seasonally Adjusted
- 28

29 For example, assuming:

- 30
- 31 1. Most-recently published ECI (third quarter 2011) = 163.5
- 32 2. ECI published 12 months prior (third quarter 2010) = 158.6
- 33

34 Labor-Related Factor = $((163.5-158.6)/158.6) = 0.0309 = 3.1\%$

35
36 The factor shall be rounded to the nearest tenth (10th) percent.

37
38 **Step 2.** Calculate the Fuel Factor of the OCF by calculating the 12-month percentage
39 change in the most-recently published Producer Price Index-Commodities (PPI)
40 for #2 Diesel Fuel compiled and published by the DOL or its successor agency,
41 using the following Bureau of Labor Statistics’ parameters: {Proposer – If you
42 propose to use the City’s existing LNG vehicles and fueling station, this
43 adjustment would be based on the actual change in average annual per-gallon
44 fuel price.}

- 45
- 46 • Not Seasonally Adjusted

- Group – Fuels and Related Products and Power
- Item – #2 Diesel Fuel
- Base Date – 8200

For example,

1. Most-recently published PPI (November 2011) = 86.9
2. PPI published 12 months prior (November 2010) = 56.2

$$\text{Fuel Factor} = ((86.9-56.2)/56.2) = 0.5463 = 54.6\%$$

The factor shall be rounded to the nearest tenth (10th) percent.

Step 3. Calculate the Other Factor of the OCF by calculating the 12-month percentage change in the most-recently published Consumer Price Index – All Urban Consumers (CPI-U) compiled and published by the DOL or its successor agency, using the following Bureau of Labor Statistics’ parameters:

- Not Seasonally Adjusted
- Area – Los Angeles-Riverside-Orange County, CA
- Item – All Items
- Base Period – 1982-84=100

For example, assuming:

1. Most-recently published CPI-U (November 2011) = 193.2
2. CPI-U published 12 months prior (November 2010) = 190.6

$$\text{Other Factor} = ((193.2-190.6)/190.6) = 0.0136 = 1.4\%$$

The factor shall be rounded to the nearest tenth (10th) percent.

Step 4. Calculate the OCF as follows:

$$\text{OCF} = \left(_\% \text{ \{blank to be completed based on Contractor's Proposal and shall equal proposed labor-related costs as a percentage of proposed total annual operating costs\} } \times \text{Labor-Related Factor calculated in Step 1 above} \right) + \left(_\% \text{ \{blank to be completed based on Contractor's Proposal and shall equal proposed fuel costs as a percentage of proposed total annual operating costs\} } \times \text{Fuel Factor calculated in Step 2 above} \right) + \left(_\% \text{ \{blank to be completed based on Contractor's Proposal and shall equal proposed Other costs as a percentage of proposed total annual operating costs\} } \times \text{Other Factor calculated in Step 3 above} \right)$$

For example, assuming:

1. Proposed labor-related costs are 65.0% of proposed total annual operating costs.
2. Proposed fuel costs are 3.5% of proposed total annual operating costs.
3. Proposed other costs are 25.0% of proposed total annual operating costs.
4. Labor-Related Factor = 3.1% (as calculated in the example in Step 1)
5. Fuel Factor = 54.6% (as calculated in the example in Step 2)
6. Other Factor = 1.4% (as calculated in the example in Step 3)

$$\text{OCF} = (65.0\% \times 3.1\%) + (3.5\% \times 54.6\%) + (25.0\% \times 1.4\%) = 0.0428 = 4.3\%$$

The OCF shall be rounded to the nearest tenth (10th) percent.

Step 5. Calculate Adjusted Operating Component for each Rate as follows:

If OCF calculated in Step 5 is **less** than five percent (5.00%):

$$\begin{array}{l} \text{Adjusted} \\ \text{Operating Cost} \\ \text{Component} \end{array} = \text{Then-current Operating Component} \times (1 + \text{OCF})$$

If OCF calculated in Step 5 is **greater** than five percent (5.00%):

$$\begin{array}{l} \text{Adjusted} \\ \text{Operating} \\ \text{Component} \end{array} = \text{Then-current Operating Component} \times (1 + 0.05)$$

For example, assuming:

1. Then-current Operating Component = \$50.00
2. Operating Cost Factor = 4.3% (as calculated in Step 5 above)

$$\text{Adjusted Operating Component} = \$50.00 \times (1 + 0.043) = \$52.15$$

The Adjusted Operating Component shall be rounded to the nearest cent.

C. Adjustment of the Disposal Component. The Disposal Component of each Rate will be adjusted to reflect any percentage change in the per-Ton tipping fee charge at the Designated Disposal Location. The adjustment shall equal:

$$\begin{array}{l} \text{Adjusted Disposal} \\ \text{Component} \end{array} = \text{Then-current Disposal Component} \times \frac{\text{Current Designated Disposal Location Disposal Fee}}{\text{Prior Designated Disposal Location Disposal Fee}}$$

For example, assuming:

1. Then-current Disposal Component = \$20.00
2. Current Designated Disposal Location Disposal Fee = \$30.00 per Ton
3. Prior Designated Disposal Location Disposal Fee = \$28.80 per Ton

$$\text{Adjusted Disposal Component} = \$20.00 \times (\$30.00 / \$28.80) = \$20.83$$

The Adjusted Disposal Component shall be rounded to the nearest cent.

The Prior Designated Disposal Location Disposal Fee is the fee last used to set Rates. The initial Designated Disposal Location Disposal Fee in this Agreement is \$29.27 per Ton; this fee shall be used as the prior Designated Disposal Location Disposal Fee for the first adjustment of the Disposal Component.

D. Adjustment of the Processing Component. The Processing Component of each Rate shall be adjusted as follows:

- 1. Solid Waste Collection Rates.** For Solid Waste Collection Rates, the Processing Component shall equal \$0.00; therefore, no adjustment to the Processing Component shall be made.
- 2. Recyclable Materials Collection Rates.** If adjusting Recyclable Materials Collection Rates, the Processing Component shall be adjusted as follows:

$$\begin{aligned} \text{Adjusted Processing Component} &= \text{Then-current Processing Component} \times \\ &\quad (\text{Current Designated Recyclable Materials Processing Site Processing Fee} / \text{Prior Designated Recyclable Materials Processing Site Processing Fee}) \end{aligned}$$

For example, assuming:

1. Then-current Processing Component = \$2.00
2. Current Designated Recyclable Materials Processing Site Processing Fee = \$16.00 per Ton
3. Prior Designated Recyclable Materials Processing Site Processing Fee = \$15.00 per Ton

$$\text{Adjusted Processing Component} = \$2.00 \times (\$16.00 / \$15.00) = \$2.13$$

The Adjusted Processing Component shall be rounded to the nearest cent.

- 3. Organic Materials Collection Rates.** If adjusting Organic Materials Collection Rates, the Processing Component shall be adjusted by the 12-month percentage change in the most-recently published Consumer Price Index – All Urban

Consumers (CPI-U) compiled and published by the DOL or its successor agency, using the following Bureau of Labor Statistics' parameters:

- Not Seasonally Adjusted
- Area – Los Angeles-Riverside-Orange County, CA
- Item – All Items
- Base Period – 1982-84=100

The adjustment shall be as follows:

Adjusted Processing Component = Current Processing Component x (1 + percent change in CPI-U)

For example, assuming:

1. Current Processing Component = \$2.00
2. Most-recently published CPI-U (November 2011) = 193.2
3. CPI-U published 12 months prior to most-recently published CPI index (November 2010) = 190.6

Adjusted Processing Component = \$2.00 x [1 + ((193.2-190.6)/190.6)] = \$2.03

The Adjusted Processing Component shall be rounded to the nearest cent.

E. Adjustment of the Fee Component. The adjusted Fee Component of each Rate shall be calculated as follows:

Adjusted Fee Component = ((Adjusted Operating Component + Adjusted Disposal Component + Adjusted Processing Component) / (1 - {City fees expressed as percent of gross revenues})) - (Adjusted Operating Component + Adjusted Disposal Component + Adjusted Processing Component)

For example, assuming:

1. The Rate being adjusted is a Solid Waste Collection Rate
2. Adjusted Operating Component = \$52.15 (as calculated in Step 5 of Section 11.3.B)
3. Adjusted Disposal Component = \$20.83 (as calculated in Section 11.3.C)
4. Adjusted Processing Component = \$0.00 (as calculated in Section 11.3.D.1)

Adjusted Fee Component = ((\$52.15 + \$20.83 + \$0.00) / (1 - 0.10)) - (\$52.15 + \$20.83 + \$0.00) = \$8.11

The Adjusted Fee Component shall be rounded to the nearest cent. {City/HF&H – revise 0.10 in example to match ratio of City fees to Contractor-proposed costs}

F. Calculation of Adjusted Rate. Adjusted Rates shall be calculated as follows:

$$\text{Adjusted Rate} = \text{Adjusted Operating Component} + \text{Adjusted Disposal Component} + \text{Adjusted Processing Component} + \text{Adjusted Fee Component}$$

For example, assuming:

1. The Rate being adjusted is a Solid Waste Collection Rate
2. Adjusted Operating Component = \$52.15 (as calculated in Step 5 of Section 11.3.B)
3. Adjusted Disposal Component = \$20.83 (as calculated in Section 11.3.C)
4. Adjusted Processing Component = \$0.00 (as calculated in Section 11.3.D.1)
5. Adjusted Fee Component = \$8.11 (as calculated in Section 11.3.E)

$$\text{Adjusted Collection Rate} = \$52.15 + \$20.83 + \$0.00 + \$8.11 = \$81.09$$

G. Adjustment of Special Charges. Special Charges shall be adjusted annually on the first day of the Rate Period by the Operating Cost Factor calculated in accordance with Step 4 of Section 11.3.B, or 5%, whichever is less. The adjustment shall equal:

If OCF calculated in Step 5 of Section 11.3.B is **less** than five percent (5.00%):

$$\text{Adjusted Special Charge} = \text{Then-current Special Charge} \times (1 + \text{OCF})$$

If OCF calculated in Step 5 of Section 11.3.B is **greater** than five percent (5.00%):

$$\text{Adjusted Special Charge} = \text{Then-current Special Charge} \times (1 + 0.05)$$

For example:

1. Then-Current Special Charge Amount = \$50.00
2. Operating Cost Factor = 4.3% (as calculated in Step 5 of Section 11.3.B)

$$\text{Adjusted Liquidated Damage Amount} = \$50.00 \times (1 + 0.043) = \$56.45$$

The adjustment shall be rounded to the nearest cent.

1 **H. Change in the ECI, PPI, or CPI-U.** If the ECI, PPI, or CPI-U is discontinued or revised
2 during the Term by the DOL, such other government index or computation with which it
3 is replaced shall be used in order to obtain substantially the same result as would be
4 obtained if the ECI, PPI, or CPI-U had not been discontinued or revised.
5

6 **11.4 ANNUAL RATE APPLICATION PROCESS**

7 **A. Application Date and Content**

8
9 1. **Index-Based Rate Adjustment Methodology.** On October 1, prior to the
10 commencement of the Rate Period for which Rates are to be determined using the
11 index-based Rate adjustment method, Contractor shall submit at least three (3)
12 copies of its application requesting the Rate adjustment for the coming Rate Period
13 along with all supporting documentation used to justify Contractor's request. For
14 example, on October 1, 2011, the Contractor shall submit three (3) copies of its
15 application for the Rate Adjustment to be effective for Rate Period 2. The
16 application shall present the calculations, as described in Section 11.3, and all
17 supporting documentation for the calculations and adjusted Rates. The application
18 shall also present the Rates for the then-current Rate Period (e.g., Rate Period 1) and
19 the proposed Rates for the coming Rate Period (e.g., Rate Period 2). The City
20 Contract Manager shall review all calculations provided by Contractor to verify their
21 accuracy and conformance to this Agreement.
22

23 2. **Cost-Based Adjustment Methodology.** On July 1, prior to the commencement of
24 the Rate Period for which Rates are to be determined using the cost-based Rate
25 adjustment method, Contractor shall submit three (3) copies of its application
26 requesting the Rate adjustment for the coming Rate Period. For example, on July 1,
27 2012, the Contractor shall submit its application for the Rate Adjustment to be
28 effective for Rate Period 3.
29

30 The application shall present the Contractor's actual total annual cost of operations,
31 profit, pass-through costs, City fees, the total Contractor's Compensation for the
32 most-recently completed Rate Period and forecast of the same cost items for the
33 coming Rate Period in accordance with the procedures described in Exhibit P.
34 Contractor shall assemble, provide, and submit such information that is necessary to
35 support the actual costs presented and the calculation of the assumptions made by
36 Contractor with regard to forecasting the total annual cost of operations, profit, pass-
37 through costs, City fees, and the total Contractor's Compensation for the coming
38 Rate Period. The actual costs shall be based on the financial statements for the most-
39 recently-completed Rate Period, which shall be submitted in accordance with the
40 requirements of Section 9.6.5. In addition, the application shall present the
41 Contractor's calculation of the Rate adjustment factor, present each Rate for the
42 then-current Rate Period, and each proposed Rate for the coming Rate Period.
43 Lastly, the application shall include operational data listed in Section 9.6.4
44

45 If the City Contract Manager requests additional information beyond that provided
46 by the Contractor in its application, the Contractor shall provide all information

requested by the City Contract Manager during its review of the application, including, but not limited to, all information from related parties requested by the City Contract Manager regarding any transactions between Contractor and any Related-Party Entity pertaining to Contractor's performance under this Agreement.

B. City Review of Application. The Contractor's Rate application shall be reviewed by the City Contract Manager. The City Council shall approve maximum allowable Rates to reflect the adjustments made in accordance with Exhibit P, for the Rate Periods during which that process is used. The City Council shall act in good faith to approve such maximum allowable Rates by the commencement date of the Rate Period. The adjusted Rates shall not take effect until the City Council has approved such Rates.

C. Failure to Adjust Rates by January 1. If the Contractor submits its Rate application on or before the Rate application date identified in Section 11.2, and the City does not adjust Rates to be effective on or before January 1 of a Rate Period, the City shall include a surcharge on the Rates that shall be effective for the remainder of the Rate Period to recover revenues lost by the Contractor, if any. To determine the amount of lost revenues, if any, the City and Contractor shall meet and confer to determine the effect the delay in adopting Rates has on the Contractor's revenue. The assessment of the revenue impact shall consider the Contractor's billing cycle (e.g., impact to Customers billed in advance and to Customers billed in arrears), the ability of Contractor to delay issuance of bills, the payment cycle of Customers, and other variables.

If the Contractor does not submit the application on or before the Rate application date identified in Section 11.2, Rates may not be adjusted by January 1. In such case, all Rates shall be adjusted as soon as practical following approval by the City Council. If the Contractor does not submit the application by the Rate application date identified in Section 11.2, no retroactive adjustment will be made to allow the Contractor to recover revenues that it would have collected, had the Rate adjustment been implemented in accordance with the prescribed schedule.

11.5 SPECIAL RATE REVIEW

A. Eligible Items. The Contractor is entitled to apply to the City Contract Manager for consideration of a special Rate review, or the City Contract Manager may initiate such a review, should one or more of the following occur and should such occurrence have a material effect on the Contractor's cost of service:

1. Documented significant changes in the cost to provide services required in this Agreement as a result of an agreed-upon, City-directed change in scope, as provided for under Section 4.5.
2. Flood, earthquake, other acts of nature, war, civil insurrection, riots, or other similar catastrophic events beyond the control of Contractor.
3. Change in Law that: (1) was not reasonably known to the Contractor before the Effective Date, (2) the Contractor substantiates, and (3) results in a direct increase of

1 more than five (5%) in Contractor's cost of providing services required by this
2 Agreement.

- 3
4 4. City-initiated changes to the amount of Franchise Fees or other fees in accordance
5 with Article 10.
6

7 **B. Ineligible Items.** The Contractor will not be compensated over the Term for:
8

- 9 1. Increases in the cost of Solid Waste, Recyclable Materials, or Organic Materials
10 Collection, Transportation, Processing, or Disposal costs that may be impacted by
11 change in Approved Transfer Station or Approved Processing Site operating
12 conditions, unless such change is initiated by or at the direction of the City.
13
14 2. Decreases in Revenues from the sale of Organic Materials.
15
16 3. Growth or decline in the number of Customers or their subscription levels.
17
18 4. Changes in the number of accounts related to Container sizes or frequency of
19 Collection.
20
21 5. Change in the composition of Solid Waste, Recyclable Materials, or Organic
22 Materials.
23

24 **C. Review of Costs.** If the Contractor or the City requests a special Rate review, the City
25 shall have the right to review any or all financial and operating records of Contractor and
26 Related-Party Entities. Contractor shall pay the City for costs associated with the review
27 incurred by the City and its agents unless the review is initiated by the City. Regardless
28 of Contractor's payment of costs associated with the review, City shall retain full and
29 unimpeded discretion in selection of its agents to ensure, at a minimum, that no conflict
30 of interest arises in the review of Contractor's request. City retains the right to select its
31 agents on the basis of their qualifications and experience and without regard to cost.
32

33 **D. Submittal of Request.** The Contractor must submit its request for a special review of
34 Rates, and reasonable cost and operational data, in a form and manner specified by the
35 City Contract Manager at least six (6) months before the proposed effective date of any
36 Rate adjustment.
37

38 If City is requesting a special Rate review, the City Contract Manager shall notify the
39 Contractor at least seven (7) months before the proposed effective date of any Rate
40 adjustment. Upon such notification, Contractor shall, within thirty (30) calendar days,
41 submit reasonable cost and operational data as requested by the City Contract Manager,
42 in a form and manner specified by the City Contract Manager.
43

44 **E. Burden of Justification.** Contractor shall bear the burden of justifying to the City by
45 substantial evidence any entitlement to current, as well as increased, Rates under this
46 Section 11.5. If the City Contract Manager determines that the Contractor has not met its

burden, the Contractor may request one hearing with the City Manager, or their designee, to produce additional evidence. Upon such request, the City Manager, or their designee, shall conduct the hearing. In the event the City denies Contractor's request, Contractor shall have the right to present its claim in a court of competent jurisdiction.

F. Grant of Request. Based on evidence the Contractor submits, the City Council may grant some, all or none of the requested increase in the maximum allowable Rates.

G. Compensation. Each Party shall bear their own costs for participating in such review and such costs shall not be reimbursed through Rates charged Customers.

11.6 RATES FOR CHANGES IN SCOPE

In the event either the City or Contractor requests a change in scope in accordance with Section 4.5, the Contractor shall furnish the City Contract Manager with projected operational and cost data for the change in scope to support any adjustment to Rates. For the purposes of analyzing cost impacts of changes in scope, the Contractor's profit shall be calculated using an operating ratio of ninety-two percent (92%). The City reserves the right to require that the Contractor supply any additional cost data or other information it may reasonably need to ascertain the appropriate Rate adjustment, if any, for the change in scope. The City Contract Manager shall review this operational and cost data, and the City Council shall establish Rates for the change in scope, if warranted.

The granting of any change in scope shall be contingent upon City approval and establishment of new Rates. The City shall adjust Rates, in good faith, coincident with any adjustment made pursuant to this Section so that the change in scope and the corresponding Rates become effective on the same date.

11.7 NOTICE OF RATE ADJUSTMENTS

The Contractor shall provide all Customers with advance written notice of approved Rate changes, in the form of a bill insert at least thirty (30) days before the effective date of such changes.

ARTICLE 12. INDEMNITY, INSURANCE, AND PERFORMANCE BOND

12.1 GENERAL INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to the City, protect and hold harmless the City and each of its officers, officials, employees, volunteers, and agents (collectively, indemnitees) from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, costs, (including without limit any and all response, remediation and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including without limit attorneys' expert witness fees and costs incurred

1 in connection with defending against any of the foregoing or in enforcing this indemnity),
2 (collectively, "Damages") of any kind whatsoever paid, incurred or suffered by, or asserted
3 against, indemnitees arising from or attributable to the acts or omissions of Contractor whether
4 or not negligent or otherwise culpable, in connection with or related to the performance of this
5 Agreement, including without limit damages arising from or attributable to any operations,
6 repair, clean-up or detoxification, or other plan (regardless of whether undertaken due to
7 governmental action) concerning any Hazardous Substance or Hazardous Waste Collected in the
8 City. Notwithstanding the foregoing, however, Contractor shall not be required to indemnify the
9 City for the costs for any claims arising from the Disposal of Solid Waste at the Designated
10 Disposal Location, or from Processing of Recyclable Materials at the Designated Recyclable
11 Materials Processing Site, including, but not limited to, claims arising under CERCLA unless the
12 claim is a direct result of Contractor's actions or negligence. This indemnity afforded
13 indemnitees, shall only be limited to exclude coverage for intentional wrongful acts and
14 negligence of indemnitees, and as provided below. The foregoing indemnity is intended to
15 operate as an Agreement pursuant to Section 42 USC. §9607(e) of CERCLA and California
16 Health and Safety Code §25364, to defend, protect, hold harmless, and indemnify City from
17 liability.

18
19 If Contractor should subcontract any portion of the work to be performed under this Agreement,
20 Contractor shall require each subcontractor to indemnify, hold harmless, and defend the
21 indemnitees in accordance with the terms of the preceding paragraph.

22
23 This provision is in addition to all other provisions in this Agreement and is intended to survive
24 the expiration or earlier termination of this Agreement. Nothing in this paragraph shall prevent
25 City from seeking indemnification or contribution from Persons or entities other than
26 indemnitees, for any liabilities incurred by City or the indemnitees. As appropriate, Contractor's
27 Guaranty Agreement (Exhibit L) shall extend to the indemnification obligation hereunder.

28 29 **12.2 PROPOSITION 218 INDEMNIFICATION**

30 Contractor shall indemnify, defend and hold harmless the City and each of its officers, officials,
31 employees, volunteers, and agents (collectively, indemnitees) from and against all claims,
32 damages, injuries, costs, including demands, debts, liens, liabilities, causes of action, suits, legal
33 or administrative proceedings, interest fines, charges, penalties and expenses (including
34 reasonable attorneys' and expert witness fees, expenditures for investigation and administration)
35 and costs of any kind whatsoever paid, imposed upon, endured or suffered by or assessed against
36 any of the indemnitees resulting in any form from the City's setting or approval of maximum
37 allowable Rates for service under this Agreement or in connection with the application of
38 California Constitution, Article XIIC and Article XIID to the imposition, payment or collection
39 of Rates and fees for services provided by Contractor under this Agreement. This Section 12.2
40 shall survive the termination or expiration of this Agreement.

41 42 **12.3 INDEMNIFICATION RELATED TO PERSONNEL**

43 Contractor shall defend, hold harmless, and indemnify the City and each of its officers, officials,
44 employees, volunteers, and agents, for all loss, damages, liability, claims, suits, costs or expenses
45 whatsoever, including reasonable attorneys' fees, regardless of the merits or outcome of any such

claim or suit arising from or in any manner related to the City's request to remove or reassign any employee pursuant to Section 8.5. This Section 12.3 shall survive the termination or expiration of this Agreement.

12.4 INSURANCE

12.4.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A.** The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
- B.** Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto", and endorsement CA 0025.
- C.** Workers' Compensation insurance as required by the State Labor Code and Employers Liability insurance.
- D.** Employee Blanket Fidelity Bond.
- E.** Pollution Legal Liability insurance.

12.4.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A.** Commercial General Liability: \$10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- B.** Automobile Liability: \$10,000,000 combined single limit per accident for bodily injury and property damage.
- C.** Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State Labor Code and Employers Liability limits of \$1,000,000 per accident.
- D.** Employee Blanket Fidelity Bond: \$500,000 per employee, covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).
- E.** Pollution Legal Liability: \$5,000,000 for bodily injury, property damage, and remediation of contaminated site.

12.4.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured

1 retentions as respects the City, its officials and employees; or the Contractor shall procure a bond
2 guaranteeing payment of losses and related investigations, claim administration and defense
3 expenses.
4

5 **12.4.4 Other Insurance Provisions**

6 The policies are to contain, or be endorsed to contain, the following provisions:
7

8 **A. Commercial General Liability, Commercial Auto Liability and Pollution Legal Liability**
9 **coverages:**

- 10
11 1. The City and each of its officers, officials, employees, agents and volunteers are to
12 be covered as additional insureds as respects: liability arising out of activities
13 performed by or on behalf of the Contractor; products and completed operations of
14 the Contractor; premises owned, leased or used by the Contractor; or automobiles
15 owned, leased, hired or borrowed by the Contractor. The coverage shall contain no
16 special limitations on the scope of protection afforded to the City, its officials,
17 employees, or volunteers. The automobile liability is endorsed to contain MCA-90
18 coverage.
19
- 20 2. The Contractor's insurance coverage shall be primary insurance as respects the City,
21 its officials, employees, and volunteers. Any insurance or self-insurance maintained
22 by the City, its officials, employees, or volunteers shall be excess of the Contractor's
23 insurance and shall not contribute with it.
24
- 25 3. Any failure to comply with reporting provisions of the policies shall not affect
26 coverage provided to the City, its officials, employees, or volunteers.
27
- 28 4. Coverage shall state that the Contractor's insurance shall apply separately to each
29 insured against whom claim is made or suit is brought, except with respect to the
30 limits of the insurer's liability.
31

32 **B. Workers' Compensation and Employers Liability Coverage.** The insurer shall agree to
33 waive all rights of subrogation against the City, its officers, employees, and volunteers
34 for losses arising from work performed by the Contractor for the City.
35

36 **C. Employee Blanket Fidelity Bond** should be endorsed to name the City as a loss payee.
37

38 **D. All Coverages.** Each insurance policy required by this clause shall be endorsed to state
39 that coverage shall not be suspended, voided, canceled by either Party, reduced in
40 coverage or in limits except after thirty (30) calendar days' prior written notice by
41 certified mail, return receipt requested, has been given to the City.
42

43 **12.4.5 Acceptability of Insurers**

44 The insurance policies required by this Section 12.4 shall be issued by an insurance company or
45 companies authorized to do business in the State and with a rating in the most recent edition of

Best's Insurance Reports of size category VII or larger and a rating classification of A- or better; or authorized by the City's Risk Manager.

12.4.6 Verification of Coverage

Contractor shall furnish Contractor's insurance agent a copy of these specifications, and direct the agent to provide the City with certificates of insurance and with original endorsements affecting coverage required by this clause. Issuance of documentation indicates the Contractor's insurance complies with these provisions. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. Upon request of City, Contractor shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

12.4.7 Required Endorsements

A. The Workers' Compensation policy shall contain an endorsement in substantially the following form:

"Thirty calendar days' prior written notice shall be given to the City of Fresno in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

Solid Waste Manager
City of Fresno
1325 E. El Dorado
Fresno, CA 93706

B. The Commercial General Liability, Commercial Auto Liability and Pollution Legal Liability insurance policies shall contain endorsements in substantially the following form:

1. "Thirty calendar days' prior written notice shall be given to the City of Fresno in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

Solid Waste Manager
City of Fresno
1325 E. El Dorado
Fresno, CA 93706

2. "The City of Fresno, its officers, employees, and agents are additional insureds on this policy." The City requires form CG2010 1185.

1 3. "This policy shall be considered primary insurance as respects any other valid and
2 collectible insurance maintained by the City of Fresno, including any self-insured
3 retention or program of self-insurance, and any other such insurance shall be
4 considered excess insurance only."

5
6 4. "Inclusion of the City of Fresno as an insured shall not affect the City's rights as
7 respects any claim, demand, suit or judgment brought or recovered against the
8 Contractor. This policy shall protect Contractor and the City in the same manner as
9 though a separate policy had been issued to each, but this shall not operate to
10 increase the Contractor's liability as set forth in the policy beyond the amount shown
11 or to which the Contractor would have been liable if only one Party had been named
12 as an insured."

13 14 **12.4.8 Delivery of Proof of Coverage**

15 Simultaneously with the execution of this Agreement, Contractor shall furnish the City
16 certificates of each policy of insurance required hereunder, in form and substance satisfactory to
17 City. Such certificates shall show the type and amount of coverage, effective dates and dates of
18 expiration of policies and shall have all required endorsements. If the City Contract Manager
19 requests, copies of each policy, together with all endorsements, shall also be promptly delivered
20 to City Contract Manager.

21
22 Renewal certificates will be furnished periodically to City Contract Manager to demonstrate
23 maintenance of the required coverages throughout the Term.

24 25 **12.4.9 Other Insurance Requirements**

26
27 **A.** If Contractor should subcontract any portion of the services to be performed under this
28 Agreement, Contractor shall require each subcontractor to provide insurance protection in
29 favor of City and each of its officers, officials, employees, agents and volunteers in
30 accordance with the terms of Section 12.4, except that any required certificates and
31 applicable endorsements shall be on file with Contractor and City prior to the
32 commencement of any services by the subcontractor.

33
34 **B.** If at any time during the life of the Agreement or any extension, Contractor or any of its
35 subcontractors fail to maintain any required insurance in full force and effect, Contractor
36 shall be in breach of the Agreement until notice is received by City that the required
37 insurance has been restored to full force and effect and that the premiums therefore have
38 been paid for a period satisfactory to City. Any failure to maintain the required insurance
39 shall be sufficient cause for City to terminate this Agreement. No action taken by City
40 pursuant to this section shall in any way relieve Contractor of its responsibilities under
41 this Agreement.

42
43 If Contractor fails to procure and maintain any insurance required by this Agreement, the City
44 may take out and maintain, at the Contractor's expense, such insurance as it may deem proper
45 and deduct the cost thereof from any monies due the Contractor.

1 The Commercial General Liability, Commercial Auto Liability and Pollution Legal Liability
2 insurance policies shall be written on an occurrence form. If Contractor is unable to purchase
3 Pollution Legal Liability insurance on an occurrence form and must purchase such insurance on
4 a claims made form:

- 5
6 1. The "Retro Date" must be shown, and must be before the effective date of the Agreement
7 or the commencement of work by Contractor.
8
- 9 2. The policy shall be endorsed to provide not less than a 5-year discovery period. This
10 requirement shall survive expiration or termination of the Agreement.
11
- 12 3. If coverage is canceled or non-renewed, and not replaced with another claims-made
13 policy form with a "Retro Date" prior to the effective date of the Agreement, Contractor
14 must purchase "extended reporting" coverage for a minimum of 5 years following the
15 expiration or termination of the Agreement.
16
- 17 4. A copy of the claims reporting requirements must be submitted to City for review.
18
- 19 5. These requirements shall survive expiration or termination of this Agreement.
20

21 **12.5 PERFORMANCE BOND**

22 On or before the Effective Date of this Agreement, Contractor shall file with the City a bond,
23 payable to the City, securing the Contractor's faithful performance of its obligations under this
24 Agreement and such bond shall be renewed annually if necessary so that the performance bond is
25 maintained at all times during the Term. The principal sum of the bond shall be \$
26 {Proposer – This will equal one-quarter of annual rate revenues collected in Service Area based
27 on Contractor's proposal}. The bond shall be executed by a corporation authorized to issue
28 surety bonds in the State, with a financial condition and record of service satisfactory to the City.
29 The performance bond is included in Exhibit M.
30
31

32 **ARTICLE 13.**

33 **DEFAULT AND REMEDIES**

35 **13.1 EVENTS OF DEFAULT**

36 Each of the following shall constitute an event of default ("Event of Default") hereunder:
37

- 38 **A.** Contractor fails or refuses to perform its obligations under this Agreement, or future
39 amendments to this Agreement, and: (i) if the failure or refusal has created an imminent
40 threat to public health and is not cured within two (2) Business Days after receiving
41 notice from the City specifying the breach; or (ii) in the case of any other breach of the
42 Agreement, the breach continues for more than thirty (30) calendar days after written
43 notice from the City for the correction thereof. Where such breach cannot be cured
44 within such thirty (30) day period, Contractor shall not be in default of this Agreement if
45 Contractor shall have commenced such action required to cure the particular breach

1 within ten (10) calendar days after such notice, and it continues such performance
2 diligently until completed.
3

4 **B.** Any representation, warranty, or disclosure made to City by Contractor in connection
5 with or as an inducement to entering into this Agreement or any future amendment to this
6 Agreement, which proves to be false or misleading in any material respect, as of the time
7 such representation or disclosure is made;
8

9 **C.** There is a seizure or attachment (other than a pre-judgment attachment) of, or levy
10 affecting possession of, the operating equipment of Contractor, including without limit its
11 vehicles, Containers, maintenance or office facilities, or any part thereof of such
12 proportion as to substantially impair Contractor's ability to perform under this Agreement
13 and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours
14 excluding weekends and Holidays;
15

16 **D.** Contractor files a voluntary petition for debt relief under any applicable bankruptcy,
17 insolvency, debtor relief, or other similar law now or hereafter in effect, or shall consent
18 to the appointment of or taking of possession by a receiver, liquidator, assignee (other
19 than as a part of a transfer of equipment no longer useful to Contractor or necessary for
20 this Agreement), trustee (other than as security for an obligation under a deed of trust),
21 custodian, sequestrator (or similar official) of the Contractor for any part of Contractor's
22 operating assets or any substantial part of Contractor's property, or shall make any
23 general assignment for the benefit of Contractor's creditors, or shall fail generally to pay
24 Contractor's debts as they become due or shall take any action in furtherance of any of
25 the foregoing;
26

27 **E.** A court having jurisdiction shall enter a decree or order for relief in respect of the
28 Contractor, in any involuntary case brought under any bankruptcy, insolvency, debtor
29 relief, or similar law now or hereafter in effect, or Contractor shall consent to or shall fail
30 to oppose any such proceeding, or any such court shall enter a decree or order appointing
31 a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the
32 Contractor or for any part of the Contractor's operating equipment or assets, or orders the
33 winding up or liquidation of the affairs of Contractor;
34

35 **F.** Contractor fails to provide reasonable assurances of performance as required under
36 Section 13.8.
37

38 **13.2 RIGHT TO TERMINATE UPON DEFAULT**

39 Upon a default by Contractor, the City may terminate this Agreement within ten (10) calendar
40 days of the default but no later than one hundred eighty (180) days after the default. Such
41 termination shall be effective ten (10) calendar days following the City Contract Manager's
42 written notice to Contractor, and such termination shall be effective without the need for any
43 hearing, suit or legal action.
44

1 **13.3 POSSESSION OF PROPERTY UPON TERMINATION**

2 In the event of termination for default, the City shall have the right to take possession of any and
3 all of Contractor's equipment used in the Collection, Transportation, Processing, and Disposal of
4 Solid Waste, Recyclable Materials, or Organic Materials and the Billing and collection of fees
5 for these services and to use such property. For a period of up to one hundred eighty (180)
6 calendar days from termination, the City shall have the right to retain the possession of such
7 property until other suitable arrangements can be made for the provision of Solid Waste,
8 Recyclable Materials, or Organic Materials Collection services, which may include the award of
9 an Agreement to another waste hauling company. If the City retains possession thereof after the
10 period of time for which Contractor has already been paid by means of bills issued in advance of
11 providing service for the class of service involved, the Contractor shall be entitled to the
12 reasonable rental value, not to exceed one hundred dollars (\$100) per day for vehicles, of such
13 property (which shall be offset against any damages due the City for the Contractor's default and
14 any costs incurred by City to maintain such equipment).

15
16 City shall have the sole option, but not the obligation, to purchase Contractor's equipment at its
17 net book value in the event of termination for default.

18
19 Contractor shall furnish the City with immediate access to all of its business records related to its
20 Customers and Billing of accounts for Collection services.
21

22 **13.4 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE**

23 The City's right to terminate the Agreement under Section 13.2 and to take possession of the
24 Contractor's properties under Section 13.3 are not exclusive, and the City's termination of the
25 Agreement and/or the imposition of Liquidated Damages shall not constitute an election of
26 remedies. Instead, these rights shall be in addition to any and all other legal and equitable rights
27 and remedies which the City may have.

28
29 By virtue of the nature of this Agreement, the urgency of timely, continuous and high quality
30 service, the lead time required to effect alternative service, and the rights granted by City to the
31 Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and City shall
32 be entitled to injunctive relief.
33

34 **13.5 LIQUIDATED DAMAGES**

35
36 **A. General.** The Parties find that as of the time of the execution of this Agreement, it is
37 impractical, if not impossible, to reasonably ascertain the extent of damages which shall
38 be incurred by City as a result of a breach by Contractor of its obligations under this
39 Agreement. The factors relating to the impracticability of ascertaining damages include,
40 but are not limited to, the fact that: (i) damage may result to members of the public who
41 are denied services or denied quality or reliable service; (ii) such breaches cause
42 inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to
43 individual members of the general public for whose benefit this Agreement exists, which
44 are incapable of measurement in precise monetary terms; (iii) the monetary loss resulting
45 from denial of services or denial of quality or reliable services is impossible to calculate

1 in precise monetary terms; and (iv) the termination of this Agreement for such breaches,
2 and other remedies are, at best, a means of future correction and not remedies which
3 make the public whole for past breaches.
4

5 **B. Service Performance Standards; Liquidated Damages for Failure to Meet**
6 **Standards.** The Parties further acknowledge that consistent, reliable Solid Waste,
7 Recyclable Materials, and Organic Materials Collection service is of utmost importance
8 to City and that City has considered and relied on Contractor's representations as to its
9 quality of service commitment in awarding the Agreement to it. The Parties recognize
10 that some quantified standards of performance are necessary and appropriate to ensure
11 consistent and reliable service and performance. The Parties further recognize that if
12 Contractor fails to achieve the performance standards, or fails to submit required
13 documents in a timely manner, City and its Multi-Family residents and businesses will
14 suffer damages and that it is and will be impractical and extremely difficult to ascertain
15 and determine the exact amount of damages which City will suffer. Therefore, without
16 prejudice to City's right to treat such non-performance as an event of default under this
17 Section 13.5, the Parties agree that the Liquidated Damages amounts established in
18 Exhibit H and the following Liquidated Damage amounts represent a reasonable estimate
19 of the amount of such damages considering all of the circumstances existing on the
20 Effective Date of this Agreement, including the relationship of the sums to the range of
21 harm to City that reasonably could be anticipated and that proof of actual damages would
22 be costly or impractical.
23

24 Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set
25 forth in Exhibit H.
26

27 City may determine the occurrence of events giving rise to Liquidated Damages through
28 the observation of its own employees or representative or investigation of Complaints by
29 Customers, Occupants, and Generators.
30

31 Before assessing Liquidated Damages, City Contract Manager shall give Contractor
32 notice of its intention to do so. The notice will include a brief description of the
33 incident(s) and non-performance. The City Contract Manager may review (and make
34 copies at its own expense) all information in the possession of Contractor relating to
35 incident(s) and non-performance. City Contract Manager may, within ten (10) calendar
36 days after issuing the notice, request a meeting with Contractor. City Contract Manager
37 may present evidence of non-performance in writing and through testimony of its
38 employees and others relevant to the incident(s) and non-performance. City Contract
39 Manager will provide Contractor with a written explanation of his or her determination
40 on each incident(s) and non-performance prior to authorizing the assessment of
41 Liquidated Damages under this Section 13.5. The decision of City Contract Manager
42 shall be final and Contractor shall not be subject to, or required to exhaust, any further
43 administrative remedies.
44

45 **C. Amount.** City may assess Liquidated Damages for each calendar day or event, as
46 appropriate, that Contractor is determined to be liable in accordance with this Agreement

1 in the amounts specified in Exhibit H subject to annual adjustment described below. If
2 the amount of Liquidated Damages for any three (3) month period exceeds the thresholds
3 established in Section 8.5.C, the City Contract Manager shall have the right to request
4 replacement of the Contractor's field representative and the Contractor's responsible
5 officer as designated by the Contractor as described in Section 8.5.C.

6
7 The amount of Liquidated Damages specified in Exhibit H shall be adjusted annually on
8 the first day of the Rate Period. Liquidated Damage amounts shall be adjusted by the
9 OCF calculated in accordance with Step 4 of Section 11.3.B in an index-based
10 adjustment Rate Period or with Exhibit P Section 4.A in a cost-based adjustment Rate
11 Period, or five percent (5%), whichever is less. The adjustment shall equal:

12
13 If OCF is **less** than five percent (5.00%):
14

Adjusted Liquidated
Damage Amount = Then-current Liquidated Damage Amount x (1 + OCF)

15
16 If OCF **greater** than five percent (5.00%):
17

Adjusted Liquidated
Damage Amount = Then-current Liquidated Damage Amount x (1 + 0.05)

18
19 For example:
20

- 21 1. Then-Current Liquidated Damage Amount = \$150.00
22 2. Operating Cost Factor = 4.3% (as calculated in Step 5 of Section 11.3.B)

23
24 Adjusted Liquidated Damage Amount = \$150.00 x (1 + 0.043) = \$156.45
25

26 The adjustment shall be rounded to the nearest cent.
27

28 **D. Timing of Payment.** Contractor shall pay any Liquidated Damages assessed by City
29 within ten (10) calendar days of the date the Liquidated Damages are assessed. If they
30 are not paid within the 10-day period, the Contractor shall pay the City the Liquidated
31 Damage payment due plus interest compounded daily, where interest shall be calculated
32 using the annual yield rate for the California Local Agency Investment Fund most-
33 recently published by the State Treasurer's office. The City Contract Manager shall send
34 written notice to the Contractor and the Contractor's performance bond company stating
35 Contractor's failure to pay Liquidated Damages and the City's right to terminate the
36 Agreement and proceed against the performance bond if payment is not received within
37 ninety (90) days of the date Liquidated Damages were assessed.
38

39 If the Liquidated Damages payment is thirty (30) days past due, the Contractor shall pay
40 the City double the Liquidated Damages payment due plus interest compounded daily,
41 where interest shall be calculated as described above. If the Liquidated Damages
42 payment is sixty (60) days or more past due, the City Contract Manager shall notice the

Contractor and the Contractor's performance bond company of the City's intent to terminate the Agreement and proceed against the performance bond if Liquidated Damages are not paid within ninety (90) days of the date of assessment. If the Liquidated Damages payment is ninety (90) days or more past due and the City provided Contractor with 30-day advance written notice of its intent to terminate the Agreement for failure to pay Liquidated Damages, the City may terminate the Agreement, in which case the provisions of Section 13.3 shall apply and the City may proceed against the performance bond required by the Agreement.

13.6 AB 939 AND AB 32-RELATED DAMAGES

Contractor shall pay its proportional share of all fines and/or penalties imposed by the State if the requirements of the Act are not met by the City.

Contractor shall pay its proportional share of all fines and/or penalties imposed by the State if the Mandatory Commercial Recycling Requirements are not met by the City.

If fines and/or penalties are imposed by the State, Contractor shall only be liable if: (i) Contractor failed to implement all programs required by this Agreement and described in Exhibit C; (ii) Contractor failed to perform public education and outreach responsibilities required under this Agreement including, but not limited to those described in Section 7.1; or, (iii) Contractor delayed in providing information that prevented Contractor or City from submitting reports required by the State in a timely manner.

If the damages considered by this Section 13.6 are to be assessed, the Contractor's proportional share shall be determined in relationship to performance of contractor(s) in the other City-designated service areas. Such proportional share shall be determined in the City's sole discretion and shall not be subject to appeal or litigation.

13.7 EXCUSE FROM PERFORMANCE

The Parties shall be excused from performing their respective obligations hereunder if they are prevented from so performing by reason of floods, earthquakes, other acts of nature, war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor is not an excuse from performance and Contractor shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

The Party claiming excuse from performance shall, within two (2) Business Days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section.

If either Party validly exercises its rights under this Section, the Parties hereby waive any claim against each other for any damages sustained thereby.

1
2 The partial or complete interruption or discontinuance of Contractor's services caused by one or
3 more of the events described in this Article shall not constitute a default by Contractor under this
4 Agreement. Notwithstanding the foregoing, however, (i) the existence of an excuse from
5 performance will not affect the City's rights under Section 4.6; and (ii) if Contractor is excused
6 from performing its obligations hereunder for any of the causes listed in this Section for a period
7 of thirty (30) calendar days or more, the City shall nevertheless have the right, in its sole
8 discretion, to terminate this Agreement by giving ten (10) calendar days notice to Contractor
9 unless Contractor has demonstrated, by the thirtieth (30th) calendar day, to the satisfaction of the
10 City that the Contractor will resume services no later than the sixtieth (60th) day following the
11 date service was interrupted or discontinued by Contractor. If the City terminates the Agreement
12 under this provision, the provisions of Section 13.3 shall apply.
13

14 **13.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE**

15 If Contractor (i) is the subject of any labor unrest including work stoppage or slowdown, sick-
16 out, picketing or other concerted job action; (ii) appears in the reasonable judgment of City to be
17 unable to regularly pay its bills as they become due; or (iii) is the subject of a civil or criminal
18 judgment or order entered by a Federal, State, regional or local agency for violation of an
19 Applicable Law, and the City believes in good faith that Contractor's ability to perform under the
20 Agreement has thereby been placed in substantial jeopardy, the City may, at its option and in
21 addition to all other remedies it may have, demand from Contractor reasonable assurances of
22 timely and proper performance of this Agreement, in such form and substance as the City
23 Contract Manager believes in good faith is reasonably necessary in the circumstances to
24 evidence continued ability to perform under the Agreement. If Contractor fails or refuses to
25 provide satisfactory assurances of timely and proper performance in the form and by the date
26 required by City Contract Manager, such failure or refusal shall be an event of default for
27 purposes of Section 13.1.
28

29 **ARTICLE 14.**

30 **OTHER AGREEMENTS OF THE**

31 **PARTIES**

33 **14.1 RELATIONSHIP OF PARTIES**

34 The Parties intend that Contractor shall perform the services required by this Agreement as an
35 independent Contractor engaged by City and not as an officer or employee of the City nor as a
36 partner of or joint venturer with the City. No employee or agent of Contractor shall be, or shall
37 be deemed, an employee or agent of the City. Except as expressly provided herein, Contractor
38 shall have the exclusive control over the manner and means of conducting the Solid Waste,
39 Recyclable Materials, and Organic Materials Collection, Transportation, Processing, and
40 Disposal services performed under this Agreement, and all Persons performing such services.
41 Contractor shall be solely responsible for the acts and omissions of its officers, employees,
42 Subcontractors, and agents. Neither Contractor nor its officers, employees, Subcontractors, and
43 agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other
44 benefits which accrue to City employees, by virtue of their employment with the City.
45

1 **14.2 COMPLIANCE WITH LAW**

2 Contractor shall at all times, at its sole cost, comply with all Applicable Laws, permits and
3 licenses of the United States, the State and the City and with all applicable regulations
4 promulgated by Federal, State, regional or local administrative and regulatory agencies, now in
5 force and as they may be enacted, issued or amended during the Term.
6

7 **14.3 GOVERNING LAW**

8 This Agreement shall be governed by, and construed and enforced in accordance with, the laws
9 of the State of California.
10

11 **14.4 JURISDICTION**

12 Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded
13 in the courts of Fresno County in the State of California, which shall have exclusive jurisdiction
14 over such lawsuits.
15

16 With respect to venue, the Parties agree that this Agreement is made in and will be performed in
17 Fresno County.
18

19 **14.5 BINDING ON SUCCESSORS**

20 The provisions of this Agreement shall inure to the benefit to, and be binding on, the successors
21 and permitted assigns of the Parties.
22

23 **14.6 ASSIGNMENT**

24 Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this
25 Agreement to any other Person without the prior written consent of the other Party. Any such
26 assignment made without the consent of the other Party shall be void and the attempted
27 assignment shall constitute a material breach of this Agreement.
28

29 For purposes of this Section, "assignment" shall include, but not be limited to: (i) a sale,
30 exchange or other transfer of substantially all of Contractor's local, regional, and/or corporate
31 assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange, or other
32 transfer of ten percent (10%) or more of the local, regional, and/or corporate assets, stock, or
33 ownership of Contractor to a Person (other than a transfer of shares in Contractor by the owner
34 of such shares to a revocable trust for the benefit of his family or to another owner of shares in
35 Contractor) except that no cumulative sale, exchange, or transfer of shares may exceed twenty
36 percent (20%) during the Term of the Agreement; (iii) any reorganization, consolidation, merger,
37 recapitalization, stock issuance or re-issuance, voting trust, pooling Agreement, escrow
38 arrangement, liquidation or other transaction to which Contractor or any of its shareholders is a
39 party that results in a change of ownership or control of ten percent (10%) or more of the value
40 or voting rights in the local, regional, and/or corporate stock of Contractor; (iv) divestiture of an
41 Affiliate (e.g., trucking company, materials recovery facility, Transfer Station, Disposal Site,
42 Compost Site, Recyclables Processing Site, etc.) used by Contractor to fulfill its obligations
43 under this Agreement; and, (v) any combination of the foregoing (whether or not in related or
44 contemporaneous transactions) that has the effect of any such transfer or change of local,

1 regional, and/or corporate ownership and/or control of Contractor. For purposes of this Section,
2 the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in
3 interest pursuant to the assignment.
4

5 Contractor acknowledges that this Agreement involves rendering a vital service to City's
6 residents and businesses, and that City has selected Contractor to perform the services specified
7 herein based on: (1) Contractor's experience, skill, and reputation for conducting its Solid Waste,
8 Recyclable Materials, and Organic Materials management operations in a safe, effective, and
9 responsible fashion at all times in keeping with Applicable Laws, regulations, and good waste
10 management practices; and, (2) Contractor's financial resources on a local, regional, and/or
11 corporate level to maintain the required equipment and to support its indemnity obligations to the
12 City under this Agreement. The City has relied on each of these factors, among others, in
13 choosing Contractor to perform the services to be rendered by Contractor under this Agreement.
14

15 If Contractor requests City's consideration of and consent to an assignment, City may deny or
16 approve such request in its complete discretion. No request by Contractor for consent to an
17 assignment need be considered by City unless and until Contractor has met the following
18 requirements. The City may, in its sole discretion, waive one or more of these requirements.
19

- 20 A. On the date the Contractor submits a written request for the City's written consent
21 of an assignment, Contractor shall pay the City a transfer fee in the amount of two
22 hundred fifty thousand dollars (\$250,000).
23
- 24 B. In addition to the transfer fee, Contractor shall pay City its expenses for attorney's
25 fees and investigation costs necessary to investigate the suitability of any
26 proposed assignee, and to review and finalize any documentation required as a
27 condition for approving any such assignment.
28
- 29 C. Contractor shall furnish City Contract Manager with audited financial statements
30 of the proposed assignee's operations for the immediately preceding three (3)
31 operating years.
32
- 33 D. Contractor shall furnish City Contract Manager with satisfactory proof: (i) that the
34 proposed assignee has at least ten (10) years of Solid Waste, Recyclable
35 Materials, and Organic Materials management experience on a scale equal to or
36 exceeding the scale of operations conducted by Contractor under this Agreement;
37 (ii) that in the last five (5) years, the proposed assignee has not suffered any
38 citations or other censure from any Federal, State, or local contractor having
39 jurisdiction over its waste management operations due to any significant failure to
40 comply with State, Federal, or local waste management laws and that the assignee
41 has provided the City Contract Manager with a complete list of such citations and
42 censures; (iii) that the proposed assignee has at all times conducted its operations
43 in an environmentally safe and conscientious fashion; (iv) that the proposed
44 assignee conducts its Solid Waste, Recyclable Materials, and Organic Materials
45 management practices in accordance with sound waste management practices in
46 full compliance with all Federal, State, and local laws regulating the Collection,

1 Transportation, Processing, and Disposal of Solid Waste, Recyclable Materials,
2 and Organic Materials, including Hazardous Waste as identified in Chapter II of
3 Division 4.5 of Title 22 of the California Code of Regulations; and, (v) that any
4 other information required by City Contract Manager demonstrates that the
5 proposed assignee can fulfill the terms of this Agreement in a timely, safe, and
6 effective manner.

- 7
8 E. Contractor shall provide the City Contract Manager with any and all additional
9 records or documentation that, in the City Contract Manager's sole determination,
10 would facilitate the review of the proposed assignment.
11

12 Under no circumstances shall the City consider or permit an assignment if the assignment would
13 result in one Person including, but not limited to, Parent Companies, corporate affiliates, or
14 Related-Party Entities holding franchises for more than two Commercial franchise service areas
15 in the City.
16

17 Under no circumstances shall any proposed assignment be considered by the City if Contractor is
18 in default at any time during the period of consideration. If, in the City Contract Manager's sole
19 determination, there is any doubt regarding the compliance of the Contractor with the
20 Agreement, City Contract Manager may require an audit of the Contractor's compliance and the
21 costs of such audit shall be paid by Contractor in advance of the performance of said audit.
22

23 **14.7 PARTIES IN INTEREST**

24 Nothing in this Agreement, whether express or implied, is intended to confer any rights on any
25 Persons other than the Parties to the Agreement and their representatives, successors and
26 permitted assigns.
27

28 **14.8 WAIVER**

29 The waiver by either Party of any breach or violation of any provisions of this Agreement shall
30 not be deemed a waiver of any breach or violation of any other provision nor of any subsequent
31 breach of violation of the same or any other provision. The subsequent acceptance by either
32 Party of any monies which become due hereunder, shall not be deemed to be a waiver of any
33 pre-existing or concurrent breach, or violation by the other Party of any provision of this
34 Agreement.
35

36 **14.9 NOTICE PROCEDURES**

37 All notices, demands, requests, proposals, approvals, consents, and other communications which
38 this Agreement requires, authorizes or contemplates all, except as provided in Section 4.6.1, shall
39 be in writing and shall either be personally delivered to a representative of the Parties at the
40 address below or deposited in the United States mail, first class postage prepaid, addressed as
41 follows:
42

- 43 A. If to City:

44
45 Solid Waste Manager

City of Fresno
1325 E. El Dorado
Fresno, CA 93706

B. If to Contractor:

{Insert Contractor's contact person's title & address}

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section.

Notice shall be deemed given on the day it is personally delivered or, if mailed, three (3) calendar days from the date it is deposited in the mail.

14.10 REPRESENTATIVES OF THE PARTIES

References in this Agreement to the "City" shall mean the City Council and all actions to be taken by the City shall be taken by the City Council except as provided below. The City Council may delegate, in writing, authority to the City Manager, the Director of Public Utilities Department, and/or to other City officials and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate officers. By approving this Agreement, the City Council has delegated to the City Contract Manager the specific authority granted the City Contract Manager by the terms of this Agreement. The Contractor may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

The Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of the Contractor in all matters related to the Agreement and shall inform the City Contract Manager in writing of such designation and of any limitations upon his or her authority to bind the Contractor. The City may rely upon action taken by such designated representative as actions of the Contractor unless they are outside the scope of the authority delegated to him/her by the Contractor as communicated to City.

14.11 CRIMINAL ACTIVITY OF CONTRACTOR

14.11.1 Criminal Activity

For purpose of this Section, Criminal Activity shall mean any of the following events or circumstances:

A. Convictions. The entry against any Contractor Party of a criminal conviction or a permanent mandatory or prohibitory injunction from a court, municipality or regulatory agency of competent jurisdiction based on acts taken in his or her official capacity on behalf of Contractor relating to:

1. Fraud or criminal offense in connection with obtaining, attempting to obtain, procuring or performing a public or private agreement related to municipal Solid

1 Waste, Recyclable Materials, or Organic Materials services of any kind (including
2 Collection, Transportation, transfer, Processing, Composting or Disposal), including
3 this Agreement or any amendment thereto;
4

- 5 2. Bribery or attempting to bribe a public officer or employee of a local, State, or
6 Federal agency;
7
- 8 3. Embezzlement, extortion, racketeering, false claims, false statements, forgery,
9 falsification, or destruction of records, obstruction of justice, knowingly receiving
10 stolen property, theft, or misprision (failure to disclose) of a felony;
11
- 12 4. Unlawful disposal of Hazardous Waste or Designated Waste the occurrence of which
13 any of Contractor Party knew or should have known;
14
- 15 5. Violation of antitrust laws, including laws relating to price-fixing, bid-rigging and
16 sales and market allocation, and of unfair and anti-competitive trade practices laws,
17 including with respect to inflation of fees for Solid Waste, Recyclable Materials or
18 Organic Materials Collection, Transportation, Processing, or Disposal;
19
- 20 6. Violation of securities laws;
21
- 22 7. Felonies.
23

- 24 **B. Pleas.** Entry of a plea of “guilty,” “nolo contendere,” or “no contest” by a Contracting
25 Party based on acts taken in his, her, or its official capacity on behalf of Contractor with
26 respect to the conduct described in preceding subdivision (1) of this Section.
27

28 **14.11.2 Notice**

29 Contractor shall notify City Contract Manager in writing within five (5) calendar days of
30 occurrence of any Criminal Activity.
31

32 **14.11.3 Contractor’s Cure**

33 Upon occurrence of any Criminal Activity, Contractor shall immediately do or cause to be done
34 all of the following:
35

- 36 **A.** Terminate from employment or remove from office any offending individual Contractor
37 Party, unless otherwise directed or ordered by a court or regulatory agency of competent
38 jurisdiction or authority, and unless that termination would constitute a breach of any
39 labor agreement entered into by Contractor, and
40
- 41 **B.** Eliminate participation by any individual offending Contractor Party in any management,
42 supervision, or decision activity that affects or could affect, directly or indirectly, the
43 performance of the Contractor under this Agreement.
44

1 **14.11.4 Transfer and Hiring**

2 Contractor shall not allow or cause to be allowed the hire or transfer of any individual from any
3 Parent Company or subsidiary company or business entity of Contractor who has committed
4 Criminal Activity as a Contractor representative, field supervisor, officer, or director who is
5 directly or indirectly responsible for performance of this Agreement without obtaining prior
6 written consent of City Contract Manager, following full disclosure to City Contract Manager of
7 the facts and circumstances surrounding such Criminal Activity.
8

9 **14.11.5 City's Remedy**

10 In the event of any occurrence of Criminal Activity, the City, in its sole discretion, may
11 terminate the Agreement within thirty (30) calendar days written notice to Contractor, or may
12 impose other sanctions (which may include financial sanctions, temporary suspensions, or any
13 other condition deemed appropriate short of termination) as it will deem proper, in the following
14 events:
15

16 **A.** Contractor fails to comply with the foregoing obligation of this Section 14.11, or
17

18 **B.** The Criminal Activity concerns or relates directly or indirectly to this Agreement.
19

20 Contractor shall be given the opportunity to present evidence in mitigation during the 30-
21 calendar day notice period.
22

23 **14.12 PUBLIC HEARING ON CONTRACTOR'S PERFORMANCE**

24 At any time, but no more than once annually, the City may hold a public hearing, at which
25 Contractor may be required by City to respond to information requests related to, attend, and
26 participate in, a review the Contractor's performance and to solicit feedback from the public
27 regarding Contractor's performance of services under this Agreement. The purpose of the public
28 hearing shall be to provide for discussion and review of technological, economic, and regulatory
29 changes in order to achieve a continuing, state-of-the-art Collection, Transportation, Processing,
30 and Disposal system and to ensure services are being provided with adequate quality,
31 effectiveness, and economy. Input provided during the public hearing may be used by the City at
32 its discretion.
33
34

35 **ARTICLE 15.**
36 **MISCELLANEOUS AGREEMENTS**
37

38 **15.1 ENTIRE AGREEMENT**

39 This Agreement, including the Exhibits, represents the full and entire Agreement between the
40 Parties relating to the matters covered herein.
41

1 **15.2 SECTION HEADINGS**

2 The article headings and section headings in this Agreement are for convenience of reference
3 only and are not intended to be used in the construction of this Agreement nor to alter or affect
4 any of its provisions.
5

6 **15.3 REFERENCES TO LAWS**

7 All references in this Agreement to laws shall be understood to include such laws as they may be
8 subsequently amended or recodified, unless otherwise specifically provided.
9

10 **15.4 INTERPRETATION**

11 This Agreement shall be interpreted and construed reasonably and neither for nor against either
12 Party, regardless of the degree to which either Party participated in its drafting.
13

14 **15.5 AMENDMENT**

15 This Agreement may not be modified or amended in any respect except in writing signed by the
16 Parties.
17

18 **15.6 SEVERABILITY**

19 If any non-material provision of this Agreement is for any reason deemed to be invalid and
20 unenforceable, the invalidity or unenforceability of such provision shall not affect any of the
21 remaining provisions of this Agreement, which shall be enforced as if such invalid or
22 unenforceable provision had not been contained herein.
23

24 **15.7 COUNTERPARTS**

25 This Agreement may be executed in counterparts, each of which shall be considered an original.
26

27 **15.8 EXHIBITS**

28 Each of the Exhibits identified as Exhibit "A" through "P" is attached hereto and incorporated
29 herein and made a part hereof by this reference. In the event that requirements, obligations,
30 privileges, or entitlements of the Exhibits conflict with those described in the Agreement, the
31 Agreement shall control.
32

1 IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed on the day and
2 year first above written.
3

4
5 **CONTRACTOR**

CITY OF FRESNO
A Municipal Corporation

6
7
8
9
10 _____
11 Name

{Insert Name}

12 Title

City Manager

13
14
15
16 APPROVED AS TO FORM:
17
18
19

20 _____
21 City Attorney
22
23

24 _____
25 City Clerk
26
27
28
29
30

EXHIBIT A

SECRETARY'S CERTIFICATION

EXHIBIT A

SECRETARY'S CERTIFICATION

The undersigned, being the Secretary of _____, a
Company Name
California corporation ("the Company"), do hereby certify that the following resolution was adopted by the Board of Directors of the Company and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

RESOLVED, that _____ be, and hereby is, authorized to
Name of Designated Representative
execute, by and on behalf of the Company, any and all agreements, instruments, documents or papers, as he/she may deem appropriate or necessary, pertaining to or relating to the Franchise Agreement between the City of Fresno and Company for Multi-Family and Commercial Solid Waste, Recyclable Materials, and Organic Materials Services in Service Area No. ____ and that any such action taken to date is hereby ratified and approved.

Dated: _____

Signature

Title

EXHIBIT B

NOTARY'S CERTIFICATION

EXHIBIT B

NOTARY'S CERTIFICATION

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____, known to me to be the _____ of Contractor that executed the within instrument on behalf of the Contractor therein named, and acknowledged to me that such Contractor executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of _____ this _____ day of _____, _____.

Notary Public

My Commission Expires:

EXHIBIT C

CONTRACTOR'S PROPOSAL

[Contractor's Proposal to be Included Upon Execution of Agreement]

EXHIBIT D

IMPLEMENTATION PLAN

[Contractor to Provide Implementation Plan]

EXHIBIT E

CITY-APPROVED SUBCONTRACTORS

[Contractor to Provide List of Subcontractors and Description of Services to Be Performed By
Each]

EXHIBIT F

CITY SERVICE LOCATIONS

Exhibit F
City Service Locations

{Proposer – This exhibit will be based on the specific locations in each service area as described in RFP Attachment 12}

Contractor shall provide Solid Waste, Recyclable Materials and Organic Materials Collection services to the City's public facilities or parks. The City may, at any time, modify the service requirements to increase the volume Collected or the frequency of Collection.

EXHIBIT G

PUBLIC EDUCATION AND COMMUNITY OUTREACH PROGRAMS

[Contractor to Provide Public Education and Community Outreach Plan]

EXHIBIT H

SCHEDULE FOR LIQUIDATED DAMAGES

EXHIBIT H

SCHEDULE FOR LIQUIDATED DAMAGES

Contractor may be assessed Liquidated Damages 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

1.	Maintain Collection Schedule. For failure to Collect from all Customers on a route on the scheduled day (unless non-Collection was warranted pursuant to this Agreement)	\$25/ Container
2.	Start New Customer. 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.	Missed Pick-Ups. For each failure over fifteen (15) during Rate Period to Collect Solid Waste, Recyclable Materials, or Organic Materials, which has been properly set out for Collection by a Customer or City on the scheduled Collection day	\$150/ event
4.	Collection of Missed Pick-Ups. For each failure to Collect missed Containers after notice from Customer within twenty-four (24) hours of receipt of the Complaint	\$300/ event
5.	Consecutive Missed Pick-Ups. For each failure to Collect Solid Waste, Recyclable Materials or Organic Materials which has been properly set out for Collection, from the same Customer or City location on two (2) consecutive scheduled pick ups	\$150/ event

COLLECTION QUALITY

6.	Leaks, Litter, or Spills. For each occurrence over five (5) during the Rate Period of unreasonable leaks, litter, or spills of Solid Waste, Recyclable Materials, or Organic Materials near Containers or on public streets and failure to pick up or clean up such material immediately	\$300/ event
7.	Improper Container Placement. 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
8.	Care of Private Property. 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

9.	Repair of Private Property. 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
10.	Unauthorized Collection Hours. For each occurrence over five (5) the during Rate Period of Collecting Solid Waste, Recyclable Materials, and Organic Materials during unauthorized hours	\$300/ event
11.	Excessive Noise. For each occurrence over twelve (12) during the Rate Period of excessive noise	\$300/ event
12.	Non-Collection Tags. 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
13.	Cleaning Collection Vehicles. For each occurrence over five (5) during the Rate Period of failure to clean Collection vehicles one time per week	\$150/ event
14.	Discourteous Behavior. For each occurrence of discourteous behavior by Collection vehicle personnel, Customer service personnel, or other employees of Contractor	\$500/ event
15.	Injuries to Others. 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

16.	Call Responsiveness. 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
17.	30-Second Average Speed of Answer. Failure to answer ninety percent (90%) of calls received during office hours within thirty (30) seconds	\$25/ call
18.	3-Minute Average Speed of Answer. Failure to answer 99.5 percent of calls received during office hours within three (3) minutes	\$25/ call
19.	After-Hours Call Returns. Failure to return 99.5 percent of calls received on Contractor's answering machine before noon of the following Business Day	\$25/ call
20.	Complaint Level. Failure to maintain Complaint level below 0.005% where the percent is calculated equal to the number of Complaints divided by the total service opportunities (the total lifts performed in the reporting period)	\$10,000/ quarter
21.	Respond to Complaint or Service Request. For each failure to inform Customer, within Business Day of receipt of the Complaint or service request, of the action Contractor will take to remedy a Complaint or to respond to a service request	\$300/ event
22.	Resolve Complaint or Service Request. For each failure to resolve	\$300/ event

	or remedy a Complaint or Service Request within five (5) Business Days of receipt of Complaint or Service Request with the exception of missed pick-ups which are addressed below	
--	---	--

REPORTING AND NOTICING

23.	Monthly Reports. Failure to submit monthly reports in the timeframe specified in this Agreement	\$100/ day report is overdue
24.	Quarterly Reports. Failure to submit quarterly reports in the timeframe specified in this Agreement	\$200/ day report is overdue
25.	Annual Reports. Failure to submit annual reports in the timeframe specified in this Agreement.	\$300/ day report is overdue
26.	Report Hazardous Waste. For each failure to notify the appropriate authorities of reportable quantities of Hazardous Waste	\$500/ event
27.	Application for Contractor's Compensation. Failure to submit application for Contractor's Compensation in accordance with the timeframe established in the Agreement	\$300/ day report is overdue

PUBLIC EDUCATION

{Proposer – Public Education Standards may be revised based on Implementation Plan and Public Education and Outreach Plan submitted by selected Contractor.}

28.	Newsletter. Failure to prepare and mail semi-annual newsletter to all Commercial Customers by the end of the year or middle of the year	\$150/ day for each day until mailer is sent
29.	Initial Mailing to Businesses. Failure to send initial mailing to businesses on or before the date specified in the implementation plan in Exhibit D	\$300/ day for each day until mailer is sent
30.	Mailers to Businesses. Failure to prepare and distribute “how-to” brochures for each of the four (4) business types	\$150/ day
31.	Targeted Outreach. Failure to conduct on-site Customer outreach and waste audits as required by Section 7.1 twice per year for each Multi-Family Customer and once per year for each Commercial Customer.	\$250/ Customer per Rate Period

OTHER

32.	Disposal of Organic Materials. For each Ton of Organic Materials Disposed of without written approval of the City	\$250/ Ton
33.	Comingling of City Waste with Other Jurisdictions. For each occurrence of Contractor mixing Solid Waste, Recyclable Materials, and Organic Materials Collected in the City with other materials collected from other jurisdictions before the City's material has been accurately weighed and recorded. Each	\$500/ event

	occurrence shall include all material collected by a single vehicle in one delivery to a facility.	
34.	Use of Unauthorized Facilities. For each Ton of Solid Waste, Recyclable Materials, or Organic Materials Disposed or Processed at a facility not approved for use under the provisions of this Agreement	\$250/ Ton
35.	Maintain Web Site. Failure to maintain accurate and complete web site dedicated to the services Contractor provides the City	\$150/ day
36.	Transition to Next Contractor. Failure(s) to take direction from City, provide data requested by City within twenty (20) Business Days of such a request, or fully cooperate with the City and/or next contractor as required by Section 4.7.	\$50,000
37.	Failure to Perform Other Obligations. 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 of notification by City:	\$150/ for each obligation per day until obligation is performed

In placing designee's initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damage provisions of the time that the Agreement was made.

Contractor

City

Initial Here: _____

Initial Here: _____

EXHIBIT I

INTENTIONALLY DELETED

{Proposer – This is a placeholder for other information that may require an exhibit. City may delete prior to contract execution if appropriate.}

EXHIBIT J

CITY-APPROVED CUSTOMER RATES

[Exhibit shall be prepared and inserted on or before the Effective Date of the Agreement.]

EXHIBIT K

SAMPLE REPORTING FORMS

EXHIBIT L
GUARANTY AGREEMENT

EXHIBIT L

GUARANTY AGREEMENT

THIS GUARANTY (the "Guaranty") is given as of the ____ day of ____, 2010.

THIS GUARANTY is made with reference to the following facts and circumstances:

- A. ____ {Insert name of selected contractor} ("Contractor") is a corporation organized under the laws of the State of California, all of the issued and outstanding stock of which is owned by ____ {Insert name of parent company} ("Guarantor").
- B. Contractor and the City of Fresno ("City") have negotiated an Agreement for Multi-Family and Commercial Solid Waste, Recyclable Materials, and Organic Materials Services in Service Area No. ____, dated as of ____, (hereinafter "Agreement"). A copy of this Agreement is attached hereto.
- C. It is a requirement of the Agreement, and a condition to the City entering into the Agreement, that Guarantor guaranty Contractor's performance of the Agreement.
- D. Guarantor is providing this Guaranty to induce the City to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

- 1. Guaranty of the Agreement. Guarantor hereby irrevocably and unconditionally guarantees to the City the complete and timely performance, satisfaction, and observation by Contractor of each and every term and condition of the Agreement, which Contractor is required to perform, satisfy, or observe. If Contractor fails to perform, satisfy or observe any of the terms and conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of Contractor or cause them to be performed, satisfied or observed. Guarantor hereby guarantees payment to the City of any damages, costs, or expenses, which might become recoverable by the City from Contractor due to its breach of the Agreement.
- 2. Guarantor's Obligations Absolute. The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional, and unlimited, and with respect to any payment obligation of Contractor under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon the genuineness, validity, regularity, or enforceability of the Agreement. In any action brought against the Guarantor to enforce, or for damages for breach of, its obligations hereunder, the Guarantor shall be entitled to all defenses, if any, that would be available to Contractor in an action to enforce, or for damages for breach of, the Agreement (other than discharge of, or stay of proceedings to enforce, obligations under the Agreement under bankruptcy law).

3. Waivers. Except as provided herein the Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under this Guaranty for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of Contractor; (2) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (3) any waiver with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the City's rights or remedies against Contractor; or (4) any merger or consolidation of Contractor with any other corporation, or any sale, lease or transfer of any or all the assets of Contractor. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code §2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code §2846, 2849, and 2850 as may be amended from time to time, including without limitation, the right to require the City to (a) proceed against Contractor, (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Contractor or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. The City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Contractor or any other guarantor or pledgor without impairing the City's rights and remedies in enforcing this Guaranty.

The Guarantor hereby waives and agrees to waive at any future time at the request of the City to the extent now or then permitted by applicable law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice the Guarantor, performance or compliance herewith is waived; (b) any other of any provision of its Agreement indemnification with respect to Contractor's obligations under the Agreement or any security therefore is released or exchanged in whole or in part or otherwise dealt with; or (c) any assignment of the Agreement is effected which does not require the City's approval.

The Guarantor hereby expressly waives, diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect if all or any part of such payment or performance is avoided or recovered directly or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or

Contractor prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. Term. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed or otherwise discharged and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the City of any performance bond or other collateral to assure the performance of Contractor's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by the City against Contractor arising out of the Agreement based on Contractor's failure to perform which has not been settled or discharged.
5. No Waivers. No delay on the part of the City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the City to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the City and by Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.
6. Attorney's Fees. In addition to the amounts guaranteed under this Guaranty, Guarantor agrees in the event of Guaranty's breach of its obligations including to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by the City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.
7. Governing Law: This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws, rules for all purposes including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any suit, action, and other proceeding brought by the City or other party to enforce this Guaranty may be brought and concluded in the courts of the State of California, in Alameda County or Federal District court for northern California, which shall have exclusive jurisdiction over such suit, action, or proceeding. Guarantor appoints the following person as its agents for service of process in California:

With a copy by certified mail to:

8. Severability. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity will have not effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.
9. Binding on Successors. This Guaranty shall inure to the benefit of the City and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets and its shareholder(s) in the event of its dissolution or insolvency.
10. Authority. Guarantor represents and warrants that it has the corporate power and the authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Article of Incorporation and By-Laws, and that the person signing this Guaranty on its behalf has the authority to do so.
11. Notices. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To the City: Solid Waste Manager
City of Fresno
1325 E. El Dorado
Fresno, CA 93706

with a copy to the City Attorney at the same address.

To the Guarantor: {Guarantor's Address to be inserted}

IN WITNESS WHEREOF, the City and Guarantor have executed this Agreement as of the day and year first above written.

Remainder of page intentionally left blank.

GUARANTOR:

CITY OF FRESNO, a municipal corporation
of the State of California

(name of Guarantor)

By: _____
(sign here)

By: _____
City Manager

(print name/title)

By: _____
(sign here)

ATTEST:

(print name/title)

City Clerk

Proper notarial acknowledgment of execution by Guarantor must be attached.

Chairman, president **or** vice-president **and** secretary, assistant secretary, CFO **or** assistant treasurer must sign for corporations. Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

BY: _____
City Attorney

EXHIBIT M

CONTRACTOR'S FAITHFUL PERFORMANCE BOND

EXHIBIT M
CITY OF FRESNO
CONTRACTOR'S FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, _____ California Corporations, as PRINCIPAL, and _____, a Corporation organized and doing business by virtue of the laws of the State of California, and authorized for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as SURETY, are held and firmly bound to the CITY OF FRESNO, a municipal corporation of the State of California, hereinafter called OBLIGEE, in the penal sum of _____ and No/100 Dollars (\$_____.00) lawful money of the United States, for the payment of which, well and truly to be made, we and each of us hereby bind ourselves, and our and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden PRINCIPAL has entered into a contract on _____, 2002, entitled "MULTI-FAMILY AND COMMERCIAL SOLID WASTE, RECYCLABLE MATERIALS, AND ORGANIC MATERIALS SERVICES IN SERVICE AREA NO. ____" with the OBLIGEE, to do and perform the following work, to wit: Collect, Transport, Process, and Dispose of Solid Waste, Recyclable Materials, and Organic Materials generated within Service Area No. ____ in the City of Fresno, in accordance with the contract.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform, or cause to be performed each and all of the requirements and obligations of said contract to be performed by said PRINCIPAL, as in said contract set forth, then this BOND shall be null and void; otherwise, it shall remain in full force and effect.

And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, said PRINCIPAL and said SURETY have caused these presents to be duly signed and sealed this _____ day of _____, 2010.

By: _____
(PRINCIPAL)
(SEAL)

By: _____
(SURETY)
(SEAL)

By: _____

By: _____

By: _____
(ATTORNEY IN FACT)
(SEAL)

By: _____
(ATTORNEY IN FACT)
(SEAL)

(Signatures of Principal and Surety must be acknowledged by a Notary Public)

EXHIBIT N

CITY-OWNED EQUIPMENT TO BE ACQUIRED BY CONTRACTOR

{Proposer – List will be included in final contract based on service area. See Attachment 11 of the RFP for details.}

EXHIBIT O

AMERICAN AVENUE LANDFILL DISPOSAL AGREEMENT

EXHIBIT P

COST-BASED RATE ADJUSTMENT METHODOLOGY

Exhibit P

Cost-Based Rate Adjustment Methodology

1. GENERAL

The City shall use the cost-based Rate adjustment method described in this Exhibit to determine Rates for Rate Periods 3 and 9, and if applicable, Rate Periods 14 and 19.

The cost-based adjustment involves review of the Contractor's actual cost of operations and operational statistics (staffing levels, routes, route hours, Customers and their service levels, etc.) to determine the Total Contractor's Compensation for the current Rate Period and to forecast the Total Contractor's Compensation for the coming Rate Period. The difference (measured as a percentage) between the Total Contractor's Compensation for the coming Rate Period and the Gross Rate Revenues most-recently reported 12-month period is the Rate Adjustment Factor. The Rate Adjustment Factor is applied to the then-current Rates to determine the Rates for the coming Rate Period.

The intent of performing the cost-based adjustment is to examine the actual impact of changes in inflation, the number of Customers, and the service level of Customers.

The City will incur costs, including consulting and legal fees, when determining adjustments to the Rates in accordance with this Exhibit and shall require the Contractor to pay for such costs within sixty (60) calendar days of receipt of the City's invoice for such costs. The Contractor shall recover such costs through the Rates by treating the costs as an allowable Pass-Through Cost as described in Section 3.C of this Exhibit. Regardless of Contractor's payment of costs associated with said review, City shall retain full and unimpeded discretion in selection of its agents to ensure, at a minimum, that no conflict of interest arises in the review of Contractor's request. City retains the right to select its agents on the basis of their qualifications and experience and without regard to cost.

2. DEFINITIONS

Terms in upper case that are not otherwise defined in Article 1 or this Exhibit are defined by reference for the purposes of this Exhibit only.

- A. "Annual Percentage Change"** means the average CPI value for the 12-month period ending March of the then-current Rate Period minus the average CPI value for the 12-month period ending March of the most-recently completed Rate Period, divided by the average CPI value for the 12-month period ending March of the most-recently completed Rate Period. The Annual Percentage Change shall be rounded to the nearest thousandth (1000th).

For example, if the Contractor is preparing its Rate application for Rates to be effective for Rate Period 3, the Annual Percentage Change shall be calculated as follows:
$$[(\text{Average CPI for April 2011 through March 2012}) - (\text{Average CPI for April 2010 through March 2011})] / (\text{Average CPI for April 2010 through March 2011}).$$

- B.** “**CPI-U**” means the All Urban Consumers Index (CPI-U) compiled and published by the DOL or its successor agency, using the following parameters.

CPI-U Parameters:

Area – Los Angeles-Riverside-Orange County, CA

Item – All Items

Base Period – Current 1982-84=100

Not seasonally adjusted

Periodicity – Monthly

- C.** “**Total Contractor’s Compensation**” means the total amount to be used as a basis for determining the Rate Adjustment Factor. The Total Contractor’s Compensation does not reflect or in any way guarantee the Gross Rate Revenues that are to be generated by Rates or retained by the Contractor.

3. FORECASTING TOTAL CONTRACTOR’S COMPENSATION

The Total Contractor’s Compensation for the coming Rate Period shall be forecasted in the manner described in this Section.

A. Forecasting Total Annual Cost of Operations

1. **Determine Actual Total Annual Cost of Operations.** Contractor's financial statement, books, and records shall be reviewed to determine Contractor's Actual Total Annual Cost of Operations for the most-recently completed Rate Period to perform all the services in the manner required by this Agreement for each of the following cost categories:
 - a. Forecasted labor-related costs
 - b. Forecasted vehicle-related costs (excluding fuel)
 - c. Forecasted fuel costs
 - d. Forecasted other costs
 - e. Forecasted direct depreciation costs
 - f. Forecasted allocated costs (labor, vehicle, and other costs)
 - g. Forecasted allocated costs (depreciation)
2. **Calculate Allowable Costs.** Contractor shall calculate Allowable Total Annual Cost of Operations for the most-recently completed Rate Period by adjusting Actual Total Annual Cost of Operations for the most-recently completed Rate Period (determined in accordance with Section 3.A.1 of this Exhibit) to deduct non-allowable costs. The Allowable Total Annual Cost of Operations shall be reported in the cost categories identified in Section 3.A.1 of this Exhibit. Non-allowable costs that shall be deducted from actual costs include the following:
 - a. Labor and equipment costs for personnel and vehicles that are not specified in the proposal forms contained in Exhibit C.

- b. Payments to directors and/or owners of Contractor unless paid as reasonable compensation for services actually rendered. Reasonableness shall be determined based on available market pricing for similar services and shall be in the sole discretion of the City.
- c. Travel expenses and entertainment (above five thousand dollars (\$5,000) annually in total) expenses, unless authorized in advance by the City.
- d. Payments to repair damage to property of third parties or the City for which Contractor is legally liable.
- e. Fines for penalties of any nature.
- f. Liquidated Damages assessed under this Agreement.
- g. Federal or State income taxes.
- h. Charitable or political donations.
- i. Depreciation or interest expense for Collection vehicles, Containers, other equipment, offices and other facilities if such items are leased as specified in Exhibit C.
- j. Attorney's fees and other expenses incurred by Contractor in any court proceeding in which the City and Contractor are adverse Parties.
- k. Attorney's fees and other expenses incurred by Contractor arising from any act or omission in violation of this Agreement.
- l. Attorneys' fees and other expenses incurred by Contractor in any court proceeding in which Contractor's own negligence, violation of law or regulation, or wrong doing are in issue and occasion, in whole or in part, the attorneys' fees and expenses claimed; and attorneys' fees and expenses incurred by Contractor in a court proceeding in which the legal theory or statute providing a basis of liability against Contractor also provides for separate potential liability for the City derived from the action of its citizens or Rate payers (such as in a CERCLA lawsuit) unless the Contractor is found not liable in such claims and such claims arise from acts or occurrences within the Term of the Agreement.
- m. Payments to Related-Party Entities for products or services, in excess of the cost to the Related-Party Entities for those products or services.
- n. Goodwill.

- o. Excess fuel costs for route hours greater than those stated in Exhibit C where excess fuel costs shall be equal to annual fuel costs less allowable fuel costs, where allowable fuel costs are calculated to be equal to annual fuel costs divided by total annual gallons of fuel purchased multiplied by total annual allowable fuel usage stated in Exhibit C.
 - p. Unreasonable profit sharing distributions.
 - q. Replacement costs for Containers that need to be replaced because the useful life of such Container was less than the Term.
 - r. Administrative costs greater than the administrative costs proposed for Rate Period 2 (as presented in Exhibit C) adjusted using the CPI-U
 - s. Bad debt write-offs in excess of two percent (2%) of annual Rate revenues.
3. **Forecasted Total Annual Cost of Operations.** Forecasted Total Annual Cost of Operations for the coming Rate Period shall be calculated based on Allowed Total Cost of Operations for the most-recently completed Rate Period determined in accordance with Section 3.A.2 of this Exhibit. The forecasts shall be performed in the following manner:
- a. Forecasted labor-related costs shall be calculated for the coming Rate Period by multiplying: (i) the Allowed labor-related costs for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in the labor index described in Section 11.3.B., “step 1” of the Agreement; and, (ii) multiplying the result of step one by the same percentage change used in step one.
 - b. Forecasted vehicle-related costs (excluding fuel and depreciation costs) shall be calculated for the coming Rate Period by: (i) multiplying the Allowed vehicle-related costs for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in the CPI-U; and, (ii) multiplying the result of step one by the same percentage change used in step one.
 - c. Forecasted fuel costs shall be calculated for the coming Rate Period by: (i) multiplying the Allowed fuel costs for the most-recently completed Rate Period by 1 plus the Annual Percentage Change in the fuel index described in Section 11.3.B., “step 2” of the Agreement; and, (ii) multiplying the result of step one by the same percentage change used in step one.
 - f. Forecasted other costs shall be calculated for the coming Rate Period by: (i) multiplying the allowed other-related costs for most-recently completed Rate Period by one (1) plus the Annual Percentage Change in CPI-U; and, (ii) multiplying the result of step one by one (1) plus the Annual Percentage Change in CPI-U.

- g. Forecasted direct depreciation expense shall be the amount specified in Exhibit C for vehicles, Containers, and facilities. Direct depreciation expense is a fixed cost and is not subject to inflation.
- h. Forecasted allocated labor-related, vehicle-related, and other costs shall be calculated for the coming Rate Period by: (i) multiplying the allowed other-related costs for most-recently completed Rate Period by one (1) plus the Annual Percentage Change in CPI-U; and, (ii) multiplying the result of step one by 1 plus the Annual Percentage Change in CPI-U.
- i. Forecasted allocated depreciation expense shall be the amount specified in Exhibit C for vehicles, Containers, and facilities. Allocated depreciation expense is a fixed cost and not subject to inflation.
- j. Forecasted Total Annual Cost of Operations for the coming Rate Period shall equal the sum of the following costs, which shall have been calculated in accordance with the procedures in this Section:
 - (1) Forecasted labor-related costs
 - (2) Forecasted vehicle-related costs (excluding fuel costs)
 - (3) Forecasted fuel costs
 - (4) Forecasted other costs
 - (5) Forecasted direct depreciation expense
 - (6) Forecasted allocated costs (labor, vehicle, and other costs)
 - (7) Forecasted allocated costs (depreciation)

B. Forecasted Profit. Contractor shall be entitled to Profit on Forecasted Total Annual Cost of Operations. Profit shall be calculated using an operating ratio of % {Proposer – To be completed based on selected Contractor's Proposal}. Profit shall be calculated using the following formula:

$$\text{Profit} = (\text{Forecasted Total Annual Cost of Operations} / \text{Operating Ratio}) - \text{Forecasted Total Annual Cost of Operations}$$

For Example:

Assuming an operating ratio of 92%

Assuming a Forecasted Total Annual Cost of Operations of \$1,000,000

$$(1,000,000 / .92) - 1,000,000 = 86,956.52$$

C. Forecasted Pass-Through Costs. Pass-Through Costs for the coming Rate Period shall be forecasted in the following manner:

- 1. **Forecasted Disposal Cost.** Annual Forecasted Disposal Cost = (Disposal Fee at Designated Disposal Location) x (total Tons of Solid Waste Collected for the most-recently reported 12-month period).

2. **Forecasted Recyclable Materials Processing Cost.** Annual Forecasted Recyclable Materials Processing Cost = (Processing Fee at Designated Recyclable Materials Processing Site) x (total Tons of Recyclable Materials Collected for the most-recently reported 12-month period)
3. **Forecasted Organic Materials Processing Cost.** Annual Forecasted Organic Materials Processing Cost = (Processing Fee at Approved Organic Materials Processing Site) x (total Tons of Organic Materials Collected for the most-recently reported 12-month period)
4. **Forecasted Interest Expense.** Interest Expense is \$_____ {Proposer – This figure will be inserted based on selected Contractor's proposed Interest Expense} per year and shall not be adjusted over the Term of the Agreement.
5. **Forecasted Direct Lease Costs.** Direct Lease Costs are \$_____ {Proposer – This figure will be inserted based on selected Contractor's proposed Direct Lease Costs} per year and shall not be adjusted over the Term of the Agreement.
6. **Forecasted Allocated Lease Costs.** Allocated Lease Costs are \$_____ {Proposer – This figure will be inserted based on selected Contractor's proposed Allocated Lease Costs} per year and shall not be adjusted over the Term of the Agreement.

D. Forecasted City Fees

- (1) **Forecasted Franchise Fee.** Forecasted Franchise Fees, which shall equal the greater of five hundred thousand dollars (\$500,000) or ten percent (10%) of the Forecasted Total Contractor's Compensation.
- (2) **Forecasted AB 939 Fee.** The Forecasted AB 939 Fee shall be in an amount prescribed by the City. If no revised AB 939 Fee is provided by the City, the AB 939 Fee paid to the City during the prior Rate Period shall remain in effect.
- (3) **Forecasted Contract Management and Enforcement Fee.** The Forecasted Contract Management and Enforcement Fee shall be in an amount prescribed by the City. If no revised Contract Management and Enforcement Fee is provided by the City, the Contract Management and Enforcement Fee paid to the City during the prior Rate Period shall remain in effect.
- (4) **Forecasted Shedding Fee.** The Forecasted Shedding Fee shall be in an amount prescribed by the City. If no revised Shedding Fee is provided by the City, the Shedding Fee paid to the City during the prior Rate Period shall remain in effect.

- (5) **Rate Application Review Costs.** An amount determined by the City to reimburse the Contractor for payment of the City's costs, including consulting and legal fees associated with determination of Rates under this Exhibit.
- (6) **Forecasted Total City Fees.** Forecasted Total City Fees shall equal the sum of the Forecasted Franchise Fee, Forecasted AB 939 Fee, Forecasted Contract Management and Enforcement Fee, Forecasted Shedding Fee, Forecasted Vehicle Impact Fee, and Rate Application Review Costs.

4. RATE ADJUSTMENT FACTORS

A. Operating Component Rate Adjustment Factor. The "Operating Component Rate Adjustment Factor" shall be determined by dividing the sum of the Forecasted Total Annual Cost of Operations, Forecasted Profit, Forecasted Interest Expense, Forecasted Direct Lease Costs, and Forecasted Allocated Lease Costs by the Operating Component portion of Rate Revenues received over the most recent twelve (12) months, rounded to the nearest thousandth. The Operating Component Rate Adjustment Factor shall not exceed six (6%), nor shall it be less than zero percent (0%).

B. Disposal Component Rate Adjustment Factor. The "Disposal Component Rate Adjustment Factor" shall be determined by dividing the Forecasted Disposal Cost by the Disposal Component portion of Rate Revenues received over the most recent twelve (12) months, rounded to the nearest thousandth (1000th). The Disposal Component shall only be applied to Solid Waste Collection Rates and shall not be included in the calculation of Recyclable Materials Collection Rates, Organic Materials Collection Rates, or Special Charges.

C. Processing Component Rate Adjustment Factor. The "Processing Component Rate Adjustment Factor" shall be determined by dividing the Forecasted Processing Cost by the Processing Component portion of Rate Revenues received over the most recent twelve (12) months, rounded to the nearest thousandth (1000th). This calculation shall be performed for the Forecasted Recyclable Materials Processing Cost for determination of Recyclable Materials Collection Rates. The calculation shall be performed separately for the Forecasted Organic Materials Processing Cost for determination of Organic Materials Collection Rates. The Processing Component Rate Adjustment Factor shall not be applied to Solid Waste Collection Rates or Special Charges. The Processing Component Rate Adjustment Factor for Organic Materials Collection Rates shall not exceed the Operating Component Rate Adjustment Factor as determined in Section 4.A. of this Exhibit.

D. Fee Component Rate Adjustment Factor. The "Fee Component Rate Adjustment Factor" shall be determined by dividing the Forecasted Total City Fees by the sum of all Franchise and Other Fees, as described in Article 10 of the Agreement, paid to the City by Contractor over the most recent twelve (12) months, rounded to the nearest thousandth (1000th).

5. ADJUSTMENT OF RATES

Each then-current Rate component shall be multiplied by the associated component Rate Adjustment Factor to calculate the effective Rate for the coming Rate Period. All Special Charges shall be adjusted using the Operating Component Rate Adjustment Factor.

ATTACHMENT 2: CERTIFICATION FOR LOCAL PREFERENCE

Proposer's Name _____

ATTACHMENT 2
CERTIFICATION FOR LOCAL PREFERENCE FOR MULTI-FAMILY AND
COMMERCIAL SOLID WASTE, RECYCLABLE MATERIALS, AND ORGANIC
MATERIALS SERVICES

We certify that we qualify as a local business pursuant to Fresno Municipal Code Section 3-109.1.

Location of Business:
(Please provide street address, no P.O. Box)

Primary Office []
Branch Office []
(Please mark as applicable)

Address: _____

Phone: _____

The undersigned proposer hereby declares under penalty of perjury that the information contained on this Certification for Local Preference is correct and complete.

Dated: _____

Signature

Title

Proposers are cautioned that making a false certification may subject the certifying signatory to criminal prosecution.

ATTACHMENT 3: PROPOSAL SIGNATURE FORM

ATTACHMENT 3
PROPOSAL SIGNATURE PAGE

**FOR MULTI-FAMILY AND COMMERCIAL SOLID WASTE, RECYCLABLE MATERIALS,
AND ORGANIC MATERIALS SERVICES**

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the statements contained in this proposal are true and correct.

PROPOSAL SUBMITTED BY:

(Please follow the instructions for each line, as explained below.)

(1) _____ () _____ () _____
Firm Phone Fax

(2) _____
(Corp) (Individual) (Partner) (Other)

(3) _____
Business Address

City State Zip Code

(4) By: _____
Signature of Authorized Person

Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: _____ Date: _____

INSTRUCTIONS FOR SIGNATURE PAGE

**CORPORATIONS: INCLUDE ACKNOWLEDGMENT OF SIGNATURE BY NOTARY IN
CORPORATE FORM (See Line 4(a), of next page.)**

**INDIVIDUALS, PARTNERSHIPS OR JOINT VENTURES: INCLUDE ACKNOWLEDGMENT
OF SIGNATURE BY NOTARY.**

LINE 1: The name of the Proposer must be the same as that under which a license is issued, if a license is required. If the Proposer is a corporation, enter the exact name of the corporation under which it is incorporated; if Proposer is an individual, enter name; if Proposer is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.

LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.

LINE 3: Enter the address to which all communications and notices regarding the proposal and any Contract awarded there under are to be addressed.

LINE 4: (a) If the Proposer is a corporation, the proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation (sample certification attached): a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign proposals and contracts. The signature of the officer or employee who signs the proposal must be acknowledged by a notary in the corporate form.

(b) If Proposer is an individual, he/she must sign the proposal, or if the proposal is signed by an employee or agent on behalf of the Proposer, a copy of a power of attorney must be on file with the City of Fresno prior to the time set for the opening of the proposals or must be submitted with the proposal. Any signature must be acknowledged by a notary.

(c) If the Proposer is a partnership, the proposal must be signed by all general partners; or by a general partner(s) authorized to sign proposals and contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership. All signature(s) must be acknowledged by a notary.

(d) If the Proposer is a joint venture, the proposal must be signed by all joint venturers; or by a joint venturer(s) authorized to sign proposals and contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and (c) above apply respectively. All signature(s) must be acknowledged by a notary.

Where Proposer is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

NOTE: All addresses must be complete with street number, City, State and Zip Code.

ATTACHMENT 4:
EXISTING SERVICE LEVELS AND MAP OF SERVICE AREAS

SOLID WASTE - COMMERCIAL CUSTOMER SERVICE TOTALS** (All Commercial and Multi-Family Residential - Over 4 Units)

4/23/10

Commercial ROUTE Totals - ALL Quads			
Commercial Trash Bins			23
Commercial Recycle Bins			9
Commercial Trash Tubs			2
Commercial Recycle Tubs	1 (combined w/ Res R23)		

Total Customer Stops (all commodities)					
	Quad 1	NW	2,547	17,041	Cyds
	Quad 2	NE	2,334	17,354	Cyds
	Quad 3	SE	3,888	17,775	Cyds
	Quad 4	SW	5,092	17,683	Cyds
	Totals		13,861	69,853	

Unique Location IDs				
	Quad 1	NW	1,356	
	Quad 2	NE	1,230	
	Quad 3	SE	2,315	
	Quad 4	SW	3,032	
			7,933	

Quadrant 1 - Northwest																			
	Locations***	Containers	Total Cyds*	Size	Tra Bins	Cyds	Rec Bins	Cyds	Grn Bins	Cyds			Tra Tubs	Cyds	Rec Tubs	Cyds	Gre Tubs	Cyds	
Trash Bins	1,153	1,586	9,581	1 Cyd	321	495	230	361	--		64 Gal		435	139	98	31			
Trash Tubs	335	982	342	2 Cyds	372	1,352	244	704	--		96 Gal		547	263	237	114	58		28
Recycle Bins	900	1,219	6,872	3 Cyds	461	3,096	218	1,239	--										
Recycle Tubs	159	335	218	4 Cyds	395	4,068	494	3,980	--										
Green Bins	0	0	0	5 Cyds	--	--	--	--	--										
Green Tubs	--	58	28	6 Cyds	37	570	33	588	--										
Totals	2,547	4,180	17,041		1,586	9,581	1,219	6,872					982	402	335	145	58		28

Quadrant 2 - Northeast																			
	Locations***	Containers	Total Cyds*	Size	Tra Bins	Cyds	Rec Bins	Cyds	Grn Bins	Cyds			Tra Tubs	Cyds	Rec Tubs	Cyds	Gre Tubs	Cyds	
Trash Bins	1,124	1,532	10,566	1 Cyd	254	418	254	418	--		64 Gal		664	212	137	44			
Trash Tubs	240	1,041	381	2 Cyds	384	1,628	237	730	--		96 Gal		377	181	182	87	66		32
Recycle Bins	823	1,131	6,262	3 Cyds	502	3,876	220	1,326	--										
Recycle Tubs	116	319	113	4 Cyds	362	4,220	386	3,296	--										
Green Bins	--	--	--	5 Cyds	1	10	--	--	--										
Green Tubs	31	66	32	6 Cyds	30	414	34	492	--										
Totals	2,334	4,089	17,354		1,533	10,566	1,131	6,262					1,041	393	319	131	66		32

Quadrant 3 - Southeast																			
	Locations***	Containers	Total Cyds*	Size	Tra Bins	Cyds	Rec Bins	Cyds	Grn Bins	Cyds			Tra Tubs	Cyds	Rec Tubs	Cyds	Gre Tubs	Cyds	
Trash Bins	1,729	2,120	11,562	1 Cyd	576	882	267	309	--		64 Gal		637	204					
Trash Tubs	777	1,284	574	2 Cyds	543	1,910	356	910	--		96 Gal		647	311	369	177	95		46
Recycle Bins	1,047	1,243	5,447	3 Cyds	449	2,895	182	984	--										
Recycle Tubs	283	369	192	4 Cyds	491	4,968	406	2,824	--										
Green Bins	--	--	--	5 Cyds	9	115	--	--	--										
Green Tubs	52			6 Cyds	52	792	32	420	--										
Totals	3,888	5,016	17,775		2,120	11,562	1,243	5,447					1,284	515	369	177	95		46

Quadrant 4 - Southwest																			
	Locations***	Containers	Total Cyds*	Size	Tra Bins	Cyds	Rec Bins	Cyds	Grn Bins	Cyds			Tra Tubs	Cyds	Rec Tubs	Cyds	Gre Tubs	Cyds	
Trash Bins	1,855	2,149	10,180	1 Cyd	785	1,201	406	473	2	2	64 Gal		1,087	348					
Trash Tubs	1,434	2,399	1,110	2 Cyds	518	1,852	386	1,000	--		96 Gal		1,312	630	582	279	145		70
Recycle Bins	1,228	1,414	6,042	3 Cyds	421	2,796	170	909	--										
Recycle Tubs	488	582	279	4 Cyds	365	3,480	403	2,964	--										
Green Bins	1	2	2	5 Cyds	11	185	--	--	--										
Green Tubs	86	145	70	6 Cyds	49	666	49	696	--										
Totals	5,092	6,691	17,683		2,149	10,180	1,414	6,042	2	2			2,399	978	582	279	145		70

Notes:

- * Quantity of Containers X Bin Size X Number of Days Serviced = Total Cubic Yards
- **Data extracted from HTE on 4/23/2010
- ***The totals for "Locations" may include multiple counts for a single location/customer where there are multiple service types.

Commercial Trash & Recycle Service Stops Northwest Quad

Legend

• NW

Quad Boundary

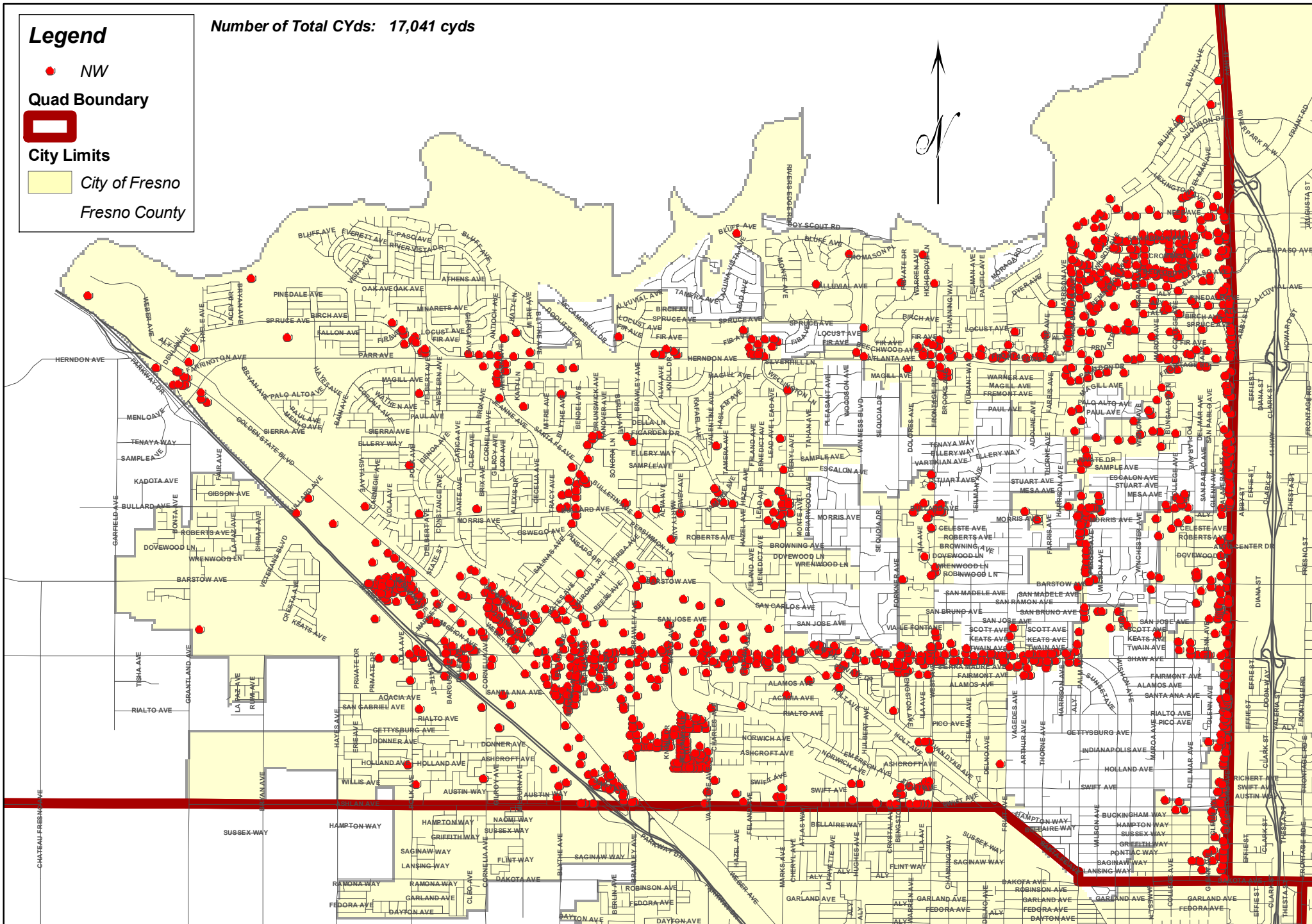


City Limits

City of Fresno

Fresno County

Number of Total CYds: 17,041 cyds



Commercial Trash & Recycle Service Stops Northeast Quad

Number of Total CYds: 17,354 cyds

Legend

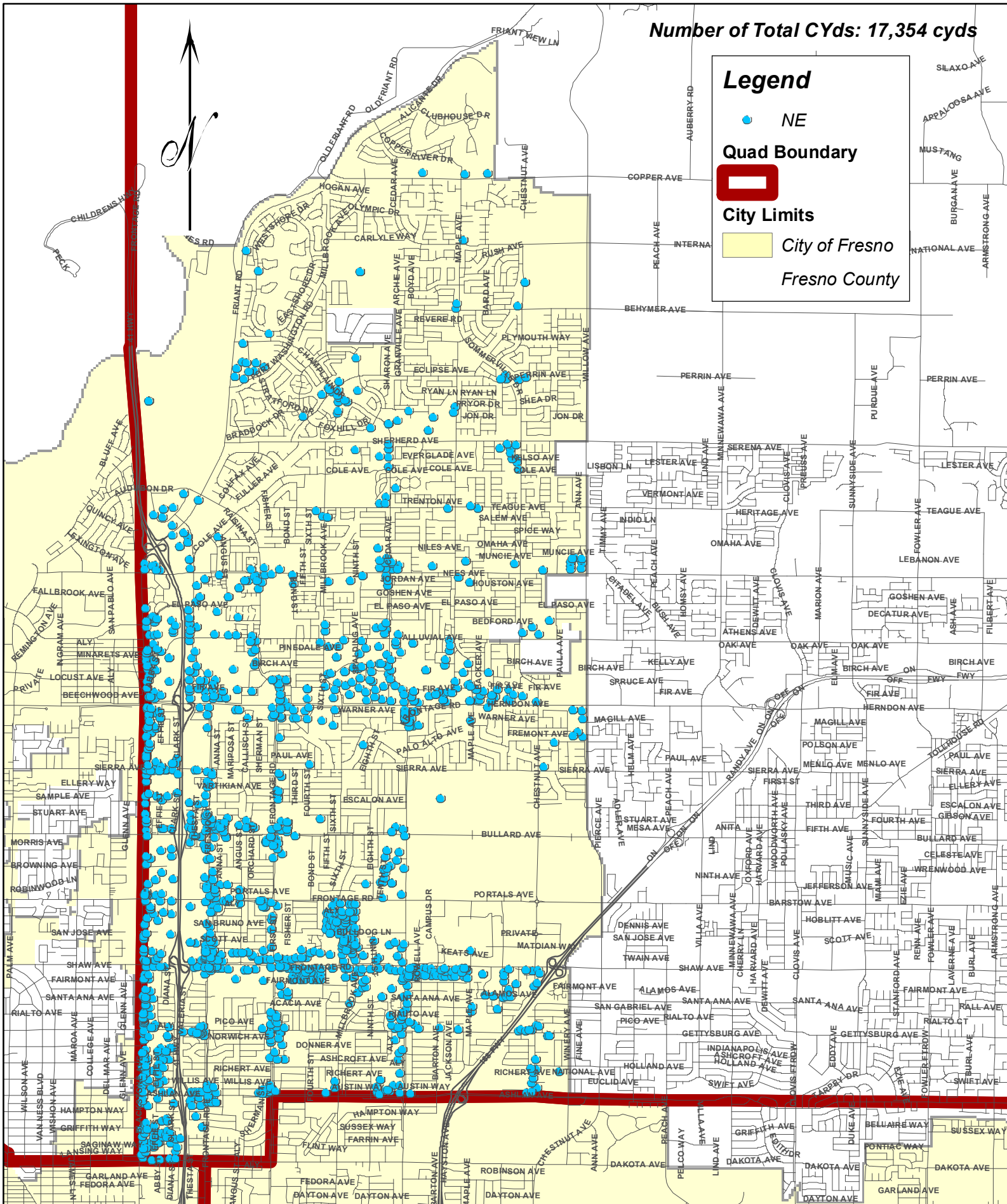
NE

Quad Boundary

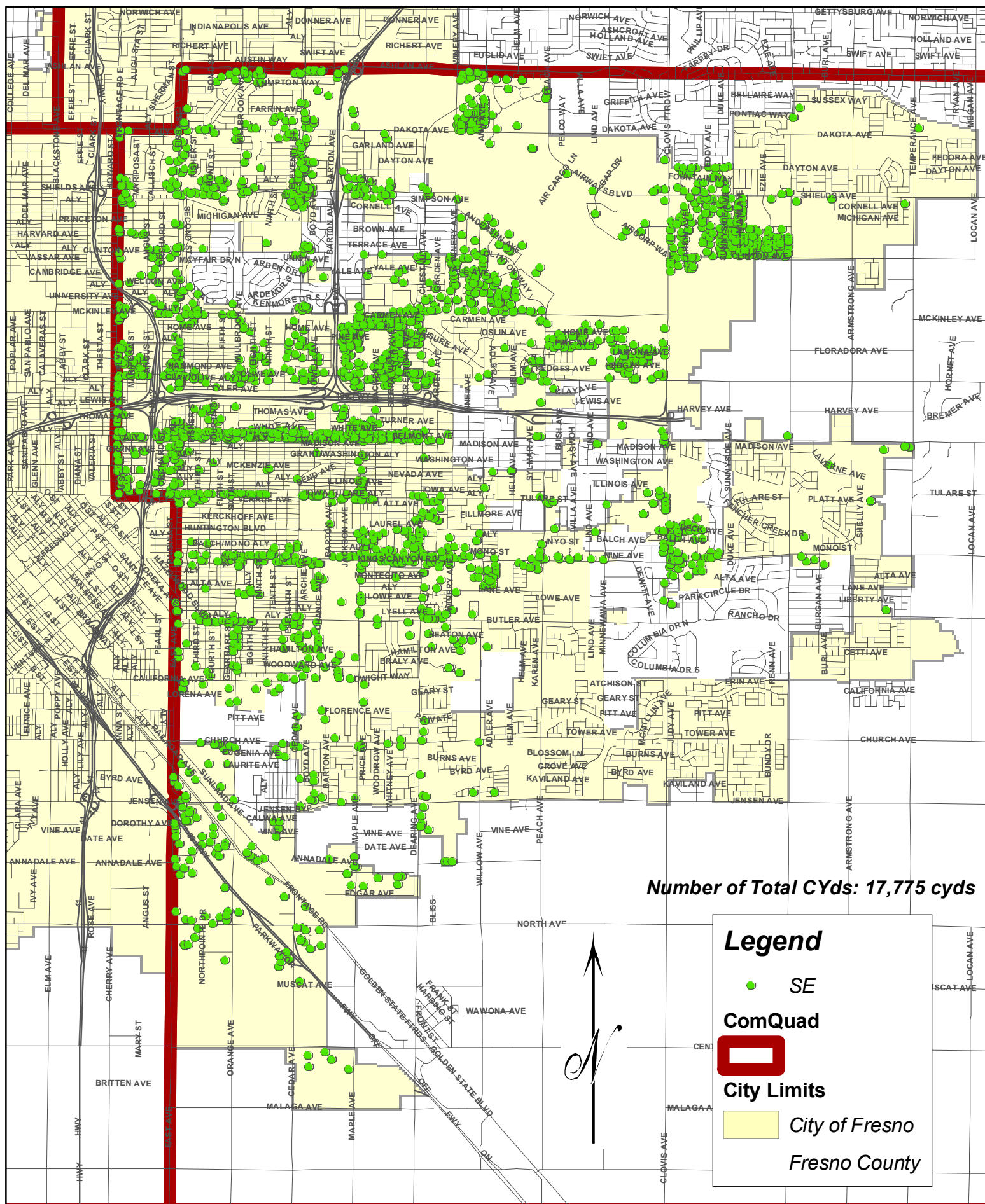
City Limits

City of Fresno

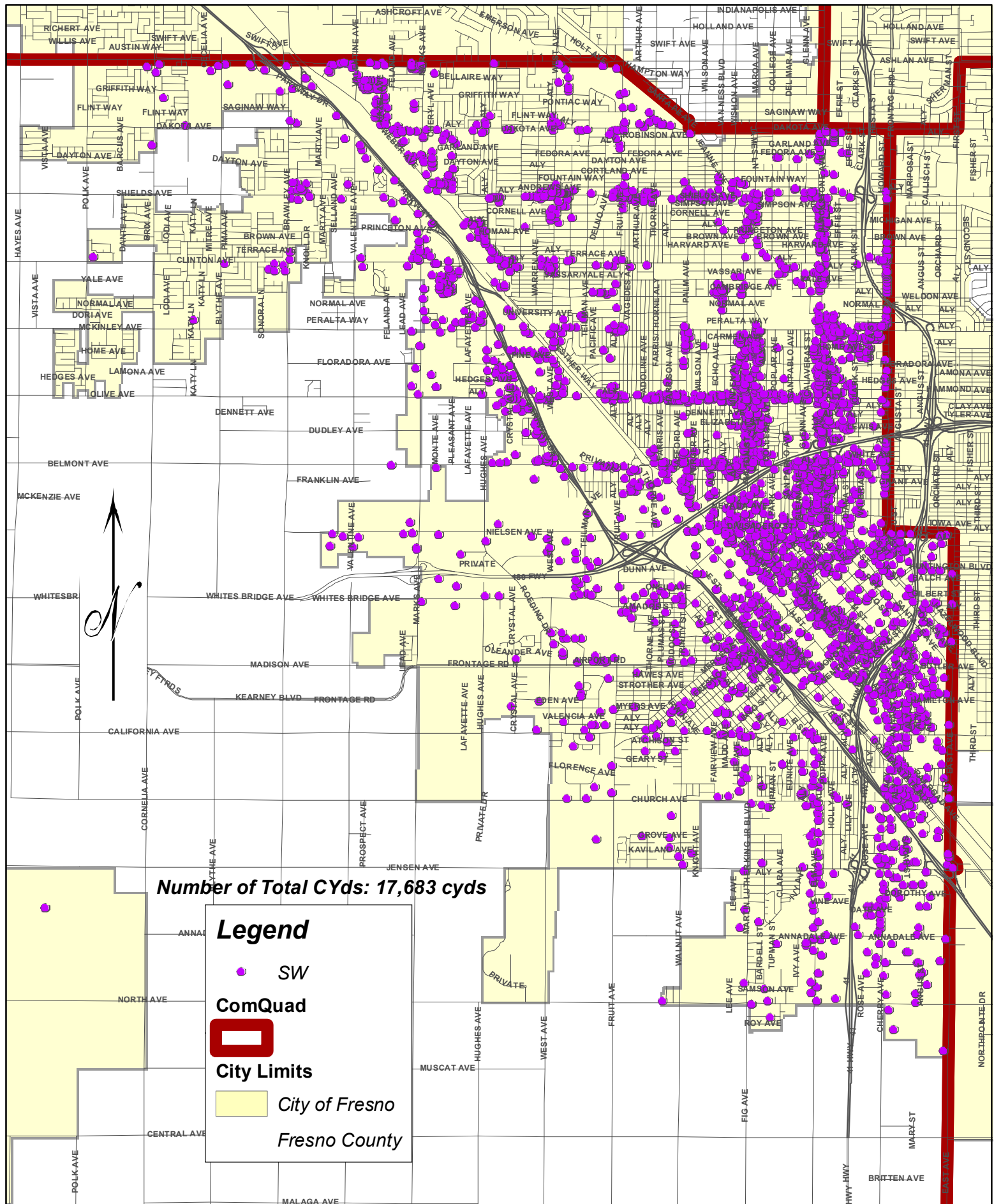
Fresno County



Commercial Trash & Recycle Service Stops Southeast Quad



Commercial Trash & Recycle Service Stops Southwest Quad



ATTACHMENT 5: CURRENT RATES

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SOLID WASTE RATES**

Fee Description & Unit/Time

COMMERCIAL *

Solid Waste Service Charges, Bin/Collection Services

Stationary compactor type bins shall be charged at twice the scheduled rate for regular bin service.
(Inclusive of Calwa and Pinedale Districts)

"Each additional" refers to more than one collection container in the same service location, as defined in Municipal Code Section 9-402.(p). The additional container is billed at a reduced rate, reflected below.

	Monthly Charges -- Number of Service Days Per Week						
	<u>1 Day</u>	<u>2 Day</u>	<u>3 Day</u>	<u>4 Day</u>	<u>5 Day</u>	<u>6 Day</u>	<u>7 Day</u>
Capacity of containers:							
1 cubic yard	37.21	71.72	105.21	141.81	177.20	212.58	254.86
Each additional	34.64	66.79	98.11	132.09	164.95	198.09	237.29
2 cubic yards	69.27	132.23	198.43	264.38	330.56	396.73	480.31
Each additional	64.14	123.36	184.87	246.56	308.54	369.90	447.60
3 cubic yards	97.50	186.70	280.08	373.41	466.77	560.26	677.75
Each additional	91.08	174.26	261.37	348.51	435.62	522.74	632.08
4 cubic yards	125.72	241.43	362.22	483.17	603.80	724.78	876.52
Each additional	116.74	225.43	338.13	450.97	563.68	675.93	817.78
5 cubic yards	153.94	296.97	445.48	593.84	742.31	890.81	1,039.32
Each additional	143.67	277.26	415.98	554.55	693.25	831.79	970.52
6 cubic yards	182.16	351.05	527.08	702.35	878.00	1,053.53	1,227.58
Each additional	170.62	327.91	492.34	655.95	819.96	984.00	1,146.52

* Fee changes effective 04/01/07

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SOLID WASTE RATES**

Fee Description & Unit/Time

Amnd

COMMERCIAL RECYCLING*
Commercial Service Subsidy

Monthly Charges -- Number of Service Days Per Week

	<u>Weekly</u>	<u>2 x Weekly</u>	<u>3 x Weekly</u>
Container Size:			
96 gallon	2.96	5.91	8.87
1-yard bin	32.18	46.12	59.96
2-yard bin	42.91	62.13	80.76
3- or 4-yard bin	53.61	78.31	101.80
6-yard bin	80.42	101.89	132.46

	<u>4 x Weekly</u>	<u>5 x Weekly</u>	<u>6 x Weekly</u>
Container Size:			
96 gallon	11.83	14.78	17.74
1-yard bin	73.81	87.65	101.49
2-yard bin	99.40	118.04	136.68
3- or 4-yard bin	125.29	148.78	172.28
6-yard bin	163.04	193.61	224.19

455

COMMERCIAL GREEN WASTE*
Commercial Service Subsidy

Monthly Charges -- Number of Service Days Per Week

	<u>Weekly</u>	<u>2 x Weekly</u>	<u>3 x Weekly</u>
Container Size:			
96-gallon	3.07	6.14	9.21
1-yard bin	32.09	46.00	59.80
2-yard bin	42.78	61.95	80.54
3- or 4-yard bin	53.47	78.10	101.52
6-yard bin	80.19	101.62	132.10

	<u>4 x Weekly</u>	<u>5 x Weekly</u>	<u>6 X Weekly</u>
Container Size:			
96 gallon	12.28	15.33	18.40
1-yard bin	73.60	87.40	101.20
2-yard bin	99.12	117.71	136.29
3- or 4-yard bin	124.95	148.38	171.80
6-yard bin	162.59	193.08	223.56

455

* Fee changes effective 04/01/07

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SOLID WASTE RATES**

	<u>Current</u>	<u>Amnd</u>
Roll-off and Compactor Service (Commercial Customers)		480
Recycling Tipping fee / per ton	17.46	
Green Waste Tipping fee / per ton	22.70	
Landfill Tipping fee / per ton	21.95	
Transfer Station Tip fee - per ton	28.12	
Per haul - Landfill	168.00	
Per haul - Transfer Station	107.00	

MULTI-FAMILY RESIDENTIAL*

Solid Waste Service Charges, Bin/Collection Services

Stationary compactor type bins shall be charged at twice the scheduled rate for regular bin service. (Inclusive of Calwa and Pinedale Districts)

"Each additional" refers to more than one collection container in the same service location, as defined in Municipal Code Section 9-402.(p). The additional container is billed at a reduced rate, reflected below.

	Monthly Charges -- Number of Service Days Per Week						
	<u>1 Day</u>	<u>2 Day</u>	<u>3 Day</u>	<u>4 Day</u>	<u>5 Day</u>	<u>6 Day</u>	<u>7 Day</u>
Capacity of containers:							
1 cubic yard	32.07	62.26	91.32	123.09	153.82	184.54	221.22
Each additional	29.50	57.97	85.15	114.67	143.16	171.93	205.95
2 cubic yards	60.29	114.79	172.24	229.47	286.92	344.37	416.92
Each additional	55.16	107.06	160.45	214.00	267.79	321.06	388.51
3 cubic yards	84.67	162.06	243.10	324.12	405.15	486.30	588.27
Each additional	78.25	151.27	226.88	302.50	378.12	453.76	548.62
4 cubic yards	109.04	209.56	314.41	419.37	524.08	629.06	760.80
Each additional	101.35	195.68	293.48	391.45	489.28	586.70	709.81
5 cubic yards	133.41	257.77	386.67	515.42	644.32	773.23	902.09
Each additional	125.72	240.67	361.07	481.34	601.74	721.99	842.41
6 cubic yards	159.07	304.70	457.52	609.62	762.10	914.44	1,065.50
Each additional	147.53	284.64	427.35	569.37	711.72	854.09	995.19

* Fee changes effective 04/01/07

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SOLID WASTE RATES**

MULTI-FAMILY RECYCLING*

Monthly Charges -- Number of Service Days Per Week

Multi-family Residential Service Subsidy

	<u>Bi-weekly</u>	<u>Weekly</u>	<u>2 x Weekly</u>	<u>3 x Weekly</u>	
Container Size:					483
18-gallon basket	1.18	3.09	6.18	9.27	effective
96 gallon		3.74	7.48	N/A	9/1/2009
1-yard bin		32.18	46.12	59.96	
2-yard bin		42.91	62.13	80.76	
3- or 4-yard bin		53.61	78.31	101.80	
6-yard bin		80.42	101.89	132.46	

	<u>4 x Weekly</u>	<u>5 x Weekly</u>	<u>6 x Weekly</u>	
Container Size:				458
18-gallon basket	12.36	15.44	18.53	
96 gallon	N/A	N/A	N/A	
1-yard bin	73.81	87.65	101.49	
2-yard bin	99.40	118.04	136.68	
3- or 4-yard bin	125.29	148.78	172.28	
6-yard bin	163.04	193.61	224.19	

MULTI-FAMILY GREEN WASTE*

Monthly Charges -- Number of Service Days Per Week

Multi-family Residential Service Subsidy

	<u>Bi-weekly</u>	<u>Weekly</u>	<u>2 x Weekly</u>	<u>3 x Weekly</u>	
Container Size:					483
96 gallon	N/A	3.87	7.76	N/A	effective
1-yard bin	N/A	32.18	46.12	59.96	9/1/2009
2-yard bin	N/A	42.91	62.13	80.76	
3- or 4-yard bin	N/A	53.61	78.31	101.80	
6-yard bin	N/A	80.42	101.89	132.46	

	<u>4 x Weekly</u>	<u>5 x Weekly</u>	<u>6 X Weekly</u>	
Container Size:				
96 gallon	N/A	N/A	N/A	
1-yard bin	73.81	87.65	101.49	
2-yard bin	99.40	118.04	136.68	
3- or 4-yard bin	125.29	148.78	172.28	
6-yard bin	163.04	193.61	224.19	

* Fee changes effective 09/01/09

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SOLID WASTE RATES**

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Roll-off and Compactor Service (Single & Mutli-Family Residential)		480
Recycling Tipping fee / per ton	17.46	
Green Waste Tipping fee / per ton	22.70	
Landfill Tipping fee / per ton	21.95	
Transfer Station Tip Fee / per ton	28.12	
Per haul - Landfill	168.00	
Per haul - Transfer Station	107.00	
SOLID WASTE, NON-BIN/COLLECTION SERVICES*		483
Single-family Residential		effective 9/1/2009
Basic service / per month		
One 96-gallon container one day per week	25.37	
Additional automated containers (12-month minimum) after first 96-gallon container:		
64-gallon container / per month	7.43	
96-gallon container / per month	10.25	
96-gallon green waste container / per month	3.87	
96-gallon recycling container / per month	3.74	
Alternative service / per month		
One 64-gallon container one day per week	19.20	
Senior Citizen (62 years or older) meeting all the conditions listed below / per month:		483 effective 9/1/2009
1 Service must be in name of senior citizen;		
2 Occupants of residence must be senior citizen or dependants of senior citizen;		
3 Benefitting senior citizen must meet California Public Utilities Commission poverty level guidelines;		
4 Benefitting senior citizen must notify the City when they no longer qualify.		
Basic service / per month		
One 96-gallon container one day per week	21.81	
One 64-gallon container one day per week	16.51	
Container Exchange	36.18	464

* Fee changes effective 09/01/09

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**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SOLID WASTE RATES**

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
CUSTOMERS OTHER THAN RESIDENTIAL *		483
Basic service:		effective
One 64-gallon container		9/1/2009
1 day a week service / per month	19.20	
2 days a week service / per month	23.95	
3 days a week service / per month	35.93	
6 days a week service / per month	71.88	
Alternative service:		
One 96-gallon container		
1 day a week service / per month	21.36	
2 days a week service / per month	25.37	
Additional automated containers (12-month minimum) after first 96-gallon container:		
64-gallon container, one day a week / per month	7.43	
64-gallon container, two days a week / per month	14.87	
Solid Waste, Special Haul		464
30 minute minimum	83.50	
Each additional 15 minutes or fraction over 30 minutes	+12.63	
Foreman's Charge	32.81	464
MULTI-FAMILY RESIDENTIAL, NON-BIN/COLLECTION SERVICES* **		483
Basic service shall be 0.3 cubic yard in 45-, 64-, or 96-gallon containers		effective
45-gallon container, one day a week / per month	***12.67	9/1/2009
64-gallon container, one day a week / per month	19.20	
96-gallon container, one day a week / per month	25.37	
***This equates to one-half of the 96-gallon container rate.		
Additional automated containers (12-month minimum) after first 96-gallon container		483
96-gallon green waste container / per month	3.87	effective
96-gallon recycling container / per month	3.74	9/1/2009
* Fee changes effective 09/01/09		
** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79		

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SOLID WASTE RATES**

<u>Fee Description & Unit/Time</u>	<u>Current</u>		<u>Amnd</u>
On Call/Special Empties	<u>Initial</u>	<u>Per</u>	464
(Special collection outside regular service or contract on-call bins; minimum 2 empties/month)	<u>Fee</u>	<u>empty</u>	
Container size:			
1 cubic yard	29.78	9.30	
2 cubic yard	29.78	17.32	
3 cubic yard	29.78	24.38	
4 cubic yard	29.78	31.43	
5 cubic yard	30.38	38.49	
6 cubic yard	30.38	45.54	
Non-Bin Container/Carts		5.76	
Container Exchange - Service Variance			
Recover costs to exchange, clean and re-inventory bins.		44.84	464
Private Collection			
Collection Route Permit			
Year		325.00	
Month		28.00	
Service Location Permit			
Location per year		17.00	
When service cannot be adequately provided by City:			
Construction and Demolition Private Collection			
Material Diversion Fee		17.70	
Code Violation Appeal Fee			
Single Family Residential up to two units		35.00	
Multi-Residential with three or more units		55.00	
Commercial Apartment Complex and Commercial Business		75.00	

* Fee changes effective 04/01/07

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SOLID WASTE RATES**

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Container in View, Code Citation Penalties		435
1st Violation	Notice of Violation	
2nd Violation	Notice of Violation	
3rd Violation or thereafter (penalty to be determined by department director within specified range)	50.00-200.00, maximum 1,500 per period July 1 - June 30	
Improper Use of Container, Code Citation Penalties		435
1st Violation	Notice of Violation	
2nd Violation	Notice of Violation	
3rd Violation or thereafter (penalty to be determined by department director within specified range)	50.00-200.00, maximum 1,500 per period July 1 - June 30	
Unauthorized Removal of Segregated Recyclable Material Penalties		435
1st Violation, Minimum	100.00	
2nd Violation within one year, Minimum	200.00	
3rd Violation or thereafter within one year, Minimum	500.00	
Community Sanitation Services Only		In-Lieu
Residential - Customer per month	6.23	06/05
Commercial - Service location per month	6.23	

* Fee changes effective 04/01/07

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

ATTACHMENT 6: RATE AND COST PROPOSAL FORMS

Electronic versions of all forms are available from the Purchasing Manager or via BidSync. All proposers are required to submit cost forms using the Microsoft Excel files provided. Substitute forms will not be accepted.

ATTACHMENT 7: PROPOSAL DEPOSIT FORM

ATTACHMENT 7
PROPOSAL DEPOSIT FORM

Accompanying this proposal is a Proposal Deposit in the amount of _____ **dollars**
(\$ _____) in the form of:

☐ Certified Check

☐ Bidder's Bond

☐ Cashier's Check

☐ Irrevocable Letter of Credit

☐ Certificate of Deposit

☐ Annual Bidder's Bond

which is deposited by the undersigned Proposer with the City of Fresno as a guarantee that the Proposer, if awarded all or part of the Contract, will, within fifteen (15) calendar days from the date the Notice of Award is mailed to the Proposer, execute and return a Contract furnished by the City.

Such Deposit is made with the understanding that failure to execute such Contract will result in damage to the City, that the amount of such damage would be difficult to determine and that in the event of such default said Deposit shall become the property of the City; or, if a Bidder's Bond is deposited, the amount of the obligation thereof, but not more than the above stated amount, shall thereupon be due and payable to the City of Fresno as liquidated damages for such default, payment of said amount to be the joint and several obligation of the Proposer and the corporate surety.

BUSINESS LOCATION

() The undersigned Proposer does not maintain a place of business in the City of Fresno.

() The undersigned Proposer maintains a place of business in the City of Fresno
at: _____, Fresno, CA _____

BUSINESS LICENSE

() The undersigned Proposer has a current City of Fresno Business License and the number
is _____

ATTACHMENT 8: SECRETARY’S CERTIFICATION

ATTACHMENT 8

SECRETARY'S CERTIFICATION

I, _____, certify that I am the secretary
Name
of the corporation named herein; that _____ who signed this
Name
Proposal on behalf of the corporation, was then _____ of
Title
said corporation; that said Proposal is within the scope of its corporate powers and was duly signed for
and on behalf of said corporation by authority of its governing body, as evidenced by the attached true
and correct copy of the _____
Name of Corporate Document

By: _____
Name: _____
Title: _____ Secretary
Date: _____

ATTACHMENT 9: NON-COLLUSION AFFIDAVIT

ATTACHMENT 9
NON-COLLUSION AFFIDAVIT

Proposer's Name _____

**FOR: MULTI-FAMILY AND COMMERCIAL SOLID WASTE, RECYCLABLE MATERIALS, AND ORGANIC
MATERIALS SERVICES**

Proposer declares under penalty of perjury under the laws of the State of California that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that said Proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the proposal price of said Proposer or of any other Proposer, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in such proposal are true, and further, that said Proposer has not directly or indirectly submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Proposer in this general business.

The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

City of Fresno
Multi-Family & Commercial Solid Waste, Recycling, and Organics RFP

ATTACHMENT 10: EXAMPLE RATE PROPOSAL

Form 1 - Rate Revenue Summary

Proposer Name:

Example Proposer

Service Area No. 1 ☒

Service Area No. 3 ☐

Service Area No. 2 ☐

Service Area No. 4 ☐

Form	Title	Year 1 Total Revenue
1A	Multi-Family Solid Waste Bin Service	\$430,269.20
1B	Multi-Family Recyclable Materials Cart and Bin Service	\$197,383.95
1C	Multi-Family Organic Materials Cart and Bin Service	\$14,921.82
1D	Commercial Solid Waste Cart and Bin Service	\$2,607,432.37
1E	Commercial Recyclable Materials Cart and Bin Service	\$972,052.96
1F	Commercial Organic Materials Cart and Bin Service	\$436,785.78
1G	Permanent Solid Waste Roll-Off Box Service	\$394,126.63
1H	Permanent Organic Materials Roll-Off Box Service	\$110,899.45
Total Rate Revenue		\$5,163,872.15
8	Proposed Annual Cost	\$5,164,676.71
	Surplus/(Deficit)	-\$804.56

Note: The proposed annual cost should be no more than \$1,000 different from the Total Rate Revenue.

Form 1A - Multi-Family Solid Waste Service
Proposed Monthly Rates

Multi-Family Solid Waste Bin Service

Proposer Name:

Service Area No. 1 ☒

Service Area No. 3 ☐

Service Area No. 2 ☐

Service Area No. 4 ☐

Service Level			Year 1								
Assumed LBS./CY	120	Proposed Solid Waste Rates (A) Operating Cost Component (B) Processing Component (C) Disposal Component (D) Fee Component (E) Total							Per Cubic-Yard Rate \$21.46 \$1.72 \$6.91 \$30.09		
		(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)
		Service Level			Year 1						
		Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
						[A * F * G * H]	[B * F * G * H]	[C * F * G * H]	[D * F * G * H]	[J + K + L + M]	[I + N + 12]
		32 Gal	1 /wk	1.00	92	\$3.40	\$0.00	\$0.27	\$1.09	\$4.77	\$5,263.20
32 Gal	2 /wk	1.02	22	\$6.94	\$0.00	\$0.56	\$2.23	\$9.73	\$2,567.53		
32 Gal	3 /wk	1.04	4	\$10.61	\$0.00	\$0.85	\$3.42	\$14.87	\$713.97		
32 Gal	4 /wk	1.06	1	\$14.41	\$0.00	\$1.16	\$4.64	\$20.21	\$242.57		
32 Gal	5 /wk	1.08	0	\$18.36	\$0.00	\$1.47	\$5.91	\$25.74	\$0.00		
32 Gal	6 /wk	1.10	0	\$22.44	\$0.00	\$1.80	\$7.23	\$31.46	\$0.00		
32 Gal	7 /wk	1.12	0	\$26.65	\$0.00	\$2.14	\$8.58	\$37.38	\$0.00		
64 Gal	1 /wk	1.00	41	\$6.80	\$0.00	\$0.55	\$2.19	\$9.53	\$4,691.12		
64 Gal	2 /wk	1.02	8	\$13.87	\$0.00	\$1.11	\$4.47	\$19.45	\$1,867.29		
64 Gal	3 /wk	1.04	12	\$21.21	\$0.00	\$1.70	\$6.83	\$29.75	\$4,283.79		
64 Gal	4 /wk	1.06	2	\$28.83	\$0.00	\$2.31	\$9.29	\$40.43	\$970.26		
64 Gal	5 /wk	1.08	0	\$36.72	\$0.00	\$2.95	\$11.83	\$51.49	\$0.00		
64 Gal	6 /wk	1.10	0	\$44.87	\$0.00	\$3.60	\$14.45	\$62.93	\$0.00		
64 Gal	7 /wk	1.12	0	\$53.31	\$0.00	\$4.28	\$17.17	\$74.75	\$0.00		
96 Gal	1 /wk	1.00	61	\$10.20	\$0.00	\$0.82	\$3.28	\$14.30	\$10,469.20		
96 Gal	2 /wk	1.02	15	\$20.81	\$0.00	\$1.67	\$6.70	\$29.18	\$5,251.76		
96 Gal	3 /wk	1.04	6	\$31.82	\$0.00	\$2.55	\$10.25	\$44.62	\$3,212.84		
96 Gal	4 /wk	1.06	4	\$43.24	\$0.00	\$3.47	\$13.93	\$60.64	\$2,910.78		
96 Gal	5 /wk	1.08	0	\$55.07	\$0.00	\$4.42	\$17.74	\$77.23	\$0.00		
96 Gal	6 /wk	1.10	0	\$67.31	\$0.00	\$5.40	\$21.68	\$94.39	\$0.00		
96 Gal	7 /wk	1.12	0	\$79.96	\$0.00	\$6.42	\$25.75	\$112.13	0.00		

Form 1A - Multi-Family Solid Waste Service
Proposed Monthly Rates

Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
1 CY,	1 /wk	1.00	62	<u>\$21.46</u>	<u>\$0.00</u>	<u>\$1.72</u>	<u>\$6.91</u>	<u>\$30.09</u>	<u>\$22,390.07</u>
1 CY,	2 /wk	1.02	26	<u>\$43.78</u>	<u>\$0.00</u>	<u>\$3.51</u>	<u>\$14.10</u>	<u>\$61.39</u>	<u>\$19,154.34</u>
1 CY,	3 /wk	1.04	14	<u>\$66.96</u>	<u>\$0.00</u>	<u>\$5.37</u>	<u>\$21.57</u>	<u>\$93.89</u>	<u>\$15,774.17</u>
1 CY,	4 /wk	1.06	0	<u>\$90.99</u>	<u>\$0.00</u>	<u>\$7.30</u>	<u>\$29.31</u>	<u>\$127.60</u>	<u>\$0.00</u>
1 CY,	5 /wk	1.08	0	<u>\$115.88</u>	<u>\$0.00</u>	<u>\$9.30</u>	<u>\$37.33</u>	<u>\$162.51</u>	<u>\$0.00</u>
1 CY,	6 /wk	1.10	0	<u>\$141.64</u>	<u>\$0.00</u>	<u>\$11.37</u>	<u>\$45.62</u>	<u>\$198.62</u>	<u>\$0.00</u>
1 CY,	7 /wk	1.12	0	<u>\$168.25</u>	<u>\$0.00</u>	<u>\$13.50</u>	<u>\$54.19</u>	<u>\$235.94</u>	<u>\$0.00</u>
2 CY,	1 /wk	1.00	44	<u>\$42.92</u>	<u>\$0.00</u>	<u>\$3.44</u>	<u>\$13.82</u>	<u>\$60.19</u>	<u>\$31,779.45</u>
2 CY,	2 /wk	1.02	18	<u>\$87.56</u>	<u>\$0.00</u>	<u>\$7.03</u>	<u>\$28.20</u>	<u>\$122.78</u>	<u>\$26,521.40</u>
2 CY,	3 /wk	1.04	6	<u>\$133.91</u>	<u>\$0.00</u>	<u>\$10.75</u>	<u>\$43.13</u>	<u>\$187.79</u>	<u>\$13,520.71</u>
2 CY,	4 /wk	1.06	0	<u>\$181.98</u>	<u>\$0.00</u>	<u>\$14.60</u>	<u>\$58.62</u>	<u>\$255.20</u>	<u>\$0.00</u>
2 CY,	5 /wk	1.08	0	<u>\$231.77</u>	<u>\$0.00</u>	<u>\$18.60</u>	<u>\$74.65</u>	<u>\$325.02</u>	<u>\$0.00</u>
2 CY,	6 /wk	1.10	0	<u>\$283.27</u>	<u>\$0.00</u>	<u>\$22.73</u>	<u>\$91.24</u>	<u>\$397.24</u>	<u>\$0.00</u>
2 CY,	7 /wk	1.12	0	<u>\$336.49</u>	<u>\$0.00</u>	<u>\$27.00</u>	<u>\$108.38</u>	<u>\$471.88</u>	<u>\$0.00</u>
3 CY,	1 /wk	1.00	86	<u>\$64.38</u>	<u>\$0.00</u>	<u>\$5.17</u>	<u>\$20.74</u>	<u>\$90.28</u>	<u>\$93,171.58</u>
3 CY,	2 /wk	1.02	12	<u>\$131.34</u>	<u>\$0.00</u>	<u>\$10.54</u>	<u>\$42.30</u>	<u>\$184.18</u>	<u>\$26,521.40</u>
3 CY,	3 /wk	1.04	3	<u>\$200.87</u>	<u>\$0.00</u>	<u>\$16.12</u>	<u>\$64.70</u>	<u>\$281.68</u>	<u>\$10,140.53</u>
3 CY,	4 /wk	1.06	0	<u>\$272.97</u>	<u>\$0.00</u>	<u>\$21.90</u>	<u>\$87.92</u>	<u>\$382.80</u>	<u>\$0.00</u>
3 CY,	5 /wk	1.08	0	<u>\$347.65</u>	<u>\$0.00</u>	<u>\$27.90</u>	<u>\$111.98</u>	<u>\$487.53</u>	<u>\$0.00</u>
3 CY,	6 /wk	1.10	0	<u>\$424.91</u>	<u>\$0.00</u>	<u>\$34.10</u>	<u>\$136.86</u>	<u>\$595.86</u>	<u>\$0.00</u>
3 CY,	7 /wk	1.12	0	<u>\$504.74</u>	<u>\$0.00</u>	<u>\$40.50</u>	<u>\$162.57</u>	<u>\$707.82</u>	<u>\$0.00</u>
4 CY,	1 /wk	1.00	32	<u>\$85.84</u>	<u>\$0.00</u>	<u>\$6.89</u>	<u>\$27.65</u>	<u>\$120.38</u>	<u>\$46,224.66</u>
4 CY,	2 /wk	1.02	4	<u>\$175.11</u>	<u>\$0.00</u>	<u>\$14.05</u>	<u>\$56.40</u>	<u>\$245.57</u>	<u>\$11,787.29</u>
4 CY,	3 /wk	1.04	2	<u>\$267.82</u>	<u>\$0.00</u>	<u>\$21.49</u>	<u>\$86.26</u>	<u>\$375.58</u>	<u>\$9,013.81</u>
4 CY,	4 /wk	1.06	0	<u>\$363.96</u>	<u>\$0.00</u>	<u>\$29.21</u>	<u>\$117.23</u>	<u>\$510.40</u>	<u>\$0.00</u>
4 CY,	5 /wk	1.08	0	<u>\$463.54</u>	<u>\$0.00</u>	<u>\$37.20</u>	<u>\$149.30</u>	<u>\$650.03</u>	<u>\$0.00</u>
4 CY,	6 /wk	1.10	0	<u>\$566.54</u>	<u>\$0.00</u>	<u>\$45.46</u>	<u>\$182.48</u>	<u>\$794.49</u>	<u>\$0.00</u>
4 CY,	7 /wk	1.12	0	<u>\$672.99</u>	<u>\$0.00</u>	<u>\$54.00</u>	<u>\$216.77</u>	<u>\$943.75</u>	<u>\$0.00</u>

Form 1A - Multi-Family Solid Waste Service
Proposed Monthly Rates

Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
5 CY,	1 /wk	1.00	4	<u>\$107.30</u>	<u>\$0.00</u>	<u>\$8.61</u>	<u>\$34.56</u>	<u>\$150.47</u>	<u>\$7,222.60</u>
5 CY,	2 /wk	1.02	2	<u>\$218.89</u>	<u>\$0.00</u>	<u>\$17.56</u>	<u>\$70.50</u>	<u>\$306.96</u>	<u>\$7,367.06</u>
5 CY,	3 /wk	1.04	1	<u>\$334.78</u>	<u>\$0.00</u>	<u>\$26.86</u>	<u>\$107.83</u>	<u>\$469.47</u>	<u>\$5,633.63</u>
5 CY,	4 /wk	1.06	0	<u>\$454.95</u>	<u>\$0.00</u>	<u>\$36.51</u>	<u>\$146.54</u>	<u>\$638.00</u>	<u>\$0.00</u>
5 CY,	5 /wk	1.08	0	<u>\$579.42</u>	<u>\$0.00</u>	<u>\$46.49</u>	<u>\$186.63</u>	<u>\$812.54</u>	<u>\$0.00</u>
5 CY,	6 /wk	1.10	0	<u>\$708.18</u>	<u>\$0.00</u>	<u>\$56.83</u>	<u>\$228.10</u>	<u>\$993.11</u>	<u>\$0.00</u>
5 CY,	7 /wk	1.12	0	<u>\$841.23</u>	<u>\$0.00</u>	<u>\$67.50</u>	<u>\$270.96</u>	<u>\$1,179.69</u>	<u>\$0.00</u>
6 CY,	1 /wk	1.00	12	<u>\$128.76</u>	<u>\$0.00</u>	<u>\$10.33</u>	<u>\$41.47</u>	<u>\$180.57</u>	<u>\$26,001.37</u>
6 CY,	2 /wk	1.02	2	<u>\$262.67</u>	<u>\$0.00</u>	<u>\$21.08</u>	<u>\$84.61</u>	<u>\$368.35</u>	<u>\$8,840.47</u>
6 CY,	3 /wk	1.04	1	<u>\$401.73</u>	<u>\$0.00</u>	<u>\$32.24</u>	<u>\$129.40</u>	<u>\$563.36</u>	<u>\$6,760.36</u>
6 CY,	4 /wk	1.06	0	<u>\$545.94</u>	<u>\$0.00</u>	<u>\$43.81</u>	<u>\$175.85</u>	<u>\$765.60</u>	<u>\$0.00</u>
6 CY,	5 /wk	1.08	0	<u>\$695.30</u>	<u>\$0.00</u>	<u>\$55.79</u>	<u>\$223.95</u>	<u>\$975.05</u>	<u>\$0.00</u>
6 CY,	6 /wk	1.10	0	<u>\$849.82</u>	<u>\$0.00</u>	<u>\$68.19</u>	<u>\$273.72</u>	<u>\$1,191.73</u>	<u>\$0.00</u>
6 CY,	7 /wk	1.12	0	<u>\$1,009.48</u>	<u>\$0.00</u>	<u>\$81.00</u>	<u>\$325.15</u>	<u>\$1,415.63</u>	<u>\$0.00</u>

Total Annual Rate Revenue - Multi-Family Solid Waste Bin Service

\$430,269.20

Note: Compactor Rates shall be two times the Bin Rates

Form 1B - Multi-Family Recycling Service
Proposed Monthly Rates

Proposer Name:

Service Area No. 1☒

Service Area No. 2☐

Service Area No. 3☐

Service Area No. 4☐

Service Level			Year 1						
Assumed LBS./CY 80			Proposed Recyclable Materials Rates				Per Cubic-Yard Rate \$10.73 \$0.69 \$3.40 \$14.82		
(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)
Service Level			Year 1						
Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
				[A * F * G * H]	[B * F * G * H]	[C * F * G * H]	[D * F * G * H]	[J + K + L + M]	[I + N + 12]
32 Gal	1 /wk	1.00	83	\$1.70	\$0.11	\$0.00	\$0.54	\$2.35	\$2,338.32
32 Gal	2 /wk	1.02	20	\$3.47	\$0.22	\$0.00	\$1.10	\$4.79	\$1,149.44
32 Gal	3 /wk	1.04	4	\$5.30	\$0.34	\$0.00	\$1.68	\$7.32	\$351.59
32 Gal	4 /wk	1.06	1	\$7.21	\$0.46	\$0.00	\$2.29	\$9.95	\$119.45
32 Gal	5 /wk	1.08	0	\$9.18	\$0.59	\$0.00	\$2.91	\$12.68	\$0.00
32 Gal	6 /wk	1.10	0	\$11.22	\$0.72	\$0.00	\$3.56	\$15.49	\$0.00
32 Gal	7 /wk	1.12	0	\$13.33	\$0.85	\$0.00	\$4.23	\$18.41	\$0.00
64 Gal	1 /wk	1.00	37	\$3.40	\$0.22	\$0.00	\$1.08	\$4.70	\$2,084.77
64 Gal	2 /wk	1.02	8	\$6.94	\$0.44	\$0.00	\$2.20	\$9.58	\$919.55
64 Gal	3 /wk	1.04	11	\$10.61	\$0.68	\$0.00	\$3.36	\$14.65	\$1,933.76
64 Gal	4 /wk	1.06	2	\$14.41	\$0.92	\$0.00	\$4.57	\$19.91	\$477.81
64 Gal	5 /wk	1.08	0	\$18.36	\$1.17	\$0.00	\$5.82	\$25.36	\$0.00
64 Gal	6 /wk	1.10	0	\$22.44	\$1.43	\$0.00	\$7.12	\$30.99	\$0.00
64 Gal	7 /wk	1.12	0	\$26.65	\$1.70	\$0.00	\$8.46	\$36.81	\$0.00
96 Gal	1 /wk	1.00	55	\$5.10	\$0.33	\$0.00	\$1.62	\$7.04	\$4,648.46
96 Gal	2 /wk	1.02	14	\$10.40	\$0.67	\$0.00	\$3.30	\$14.37	\$2,413.82
96 Gal	3 /wk	1.04	6	\$15.91	\$1.02	\$0.00	\$5.05	\$21.97	\$1,582.17
96 Gal	4 /wk	1.06	4	\$21.62	\$1.38	\$0.00	\$6.86	\$29.86	\$1,433.42
96 Gal	5 /wk	1.08	0	\$27.54	\$1.76	\$0.00	\$8.74	\$38.03	\$0.00
96 Gal	6 /wk	1.10	0	\$33.66	\$2.15	\$0.00	\$10.68	\$46.48	\$0.00
96 Gal	7 /wk	1.12	0	\$39.98	\$2.56	\$0.00	\$12.68	\$55.22	0.00

Form 1B - Multi-Family Recycling Service
Proposed Monthly Rates

Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
1 CY,	1 /wk	1.00	56	<u>\$10.73</u>	<u>\$0.69</u>	<u>\$0.00</u>	<u>\$3.40</u>	<u>\$14.82</u>	<u>\$9,958.98</u>
1 CY,	2 /wk	1.02	24	<u>\$21.89</u>	<u>\$1.40</u>	<u>\$0.00</u>	<u>\$6.94</u>	<u>\$30.23</u>	<u>\$8,706.99</u>
1 CY,	3 /wk	1.04	13	<u>\$33.48</u>	<u>\$2.14</u>	<u>\$0.00</u>	<u>\$10.62</u>	<u>\$46.24</u>	<u>\$7,213.15</u>
1 CY,	4 /wk	1.06	0	<u>\$45.50</u>	<u>\$2.91</u>	<u>\$0.00</u>	<u>\$14.43</u>	<u>\$62.84</u>	<u>\$0.00</u>
1 CY,	5 /wk	1.08	0	<u>\$57.94</u>	<u>\$3.70</u>	<u>\$0.00</u>	<u>\$18.38</u>	<u>\$80.03</u>	<u>\$0.00</u>
1 CY,	6 /wk	1.10	0	<u>\$70.82</u>	<u>\$4.53</u>	<u>\$0.00</u>	<u>\$22.47</u>	<u>\$97.81</u>	<u>\$0.00</u>
1 CY,	7 /wk	1.12	0	<u>\$84.12</u>	<u>\$5.38</u>	<u>\$0.00</u>	<u>\$26.69</u>	<u>\$116.19</u>	<u>0.00</u>
2 CY,	1 /wk	1.00	40	<u>\$21.46</u>	<u>\$1.37</u>	<u>\$0.00</u>	<u>\$6.81</u>	<u>\$29.64</u>	<u>\$14,227.11</u>
2 CY,	2 /wk	1.02	17	<u>\$43.78</u>	<u>\$2.80</u>	<u>\$0.00</u>	<u>\$13.89</u>	<u>\$60.47</u>	<u>\$12,334.91</u>
2 CY,	3 /wk	1.04	6	<u>\$66.96</u>	<u>\$4.28</u>	<u>\$0.00</u>	<u>\$21.24</u>	<u>\$92.48</u>	<u>\$6,658.29</u>
2 CY,	4 /wk	1.06	0	<u>\$90.99</u>	<u>\$5.82</u>	<u>\$0.00</u>	<u>\$28.87</u>	<u>\$125.67</u>	<u>\$0.00</u>
2 CY,	5 /wk	1.08	0	<u>\$115.88</u>	<u>\$7.41</u>	<u>\$0.00</u>	<u>\$36.76</u>	<u>\$160.06</u>	<u>\$0.00</u>
2 CY,	6 /wk	1.10	0	<u>\$141.64</u>	<u>\$9.06</u>	<u>\$0.00</u>	<u>\$44.93</u>	<u>\$195.62</u>	<u>\$0.00</u>
2 CY,	7 /wk	1.12	0	<u>\$168.25</u>	<u>\$10.76</u>	<u>\$0.00</u>	<u>\$53.37</u>	<u>\$232.38</u>	<u>0.00</u>
3 CY,	1 /wk	1.00	78	<u>\$32.19</u>	<u>\$2.06</u>	<u>\$0.00</u>	<u>\$10.21</u>	<u>\$44.46</u>	<u>\$41,614.31</u>
3 CY,	2 /wk	1.02	11	<u>\$65.67</u>	<u>\$4.20</u>	<u>\$0.00</u>	<u>\$20.83</u>	<u>\$90.70</u>	<u>\$11,972.12</u>
3 CY,	3 /wk	1.04	3	<u>\$100.43</u>	<u>\$6.42</u>	<u>\$0.00</u>	<u>\$31.86</u>	<u>\$138.71</u>	<u>\$4,993.72</u>
3 CY,	4 /wk	1.06	0	<u>\$136.49</u>	<u>\$8.73</u>	<u>\$0.00</u>	<u>\$43.30</u>	<u>\$188.51</u>	<u>\$0.00</u>
3 CY,	5 /wk	1.08	0	<u>\$173.83</u>	<u>\$11.11</u>	<u>\$0.00</u>	<u>\$55.14</u>	<u>\$240.08</u>	<u>\$0.00</u>
3 CY,	6 /wk	1.10	0	<u>\$212.45</u>	<u>\$13.58</u>	<u>\$0.00</u>	<u>\$67.40</u>	<u>\$293.43</u>	<u>\$0.00</u>
3 CY,	7 /wk	1.12	0	<u>\$252.37</u>	<u>\$16.13</u>	<u>\$0.00</u>	<u>\$80.06</u>	<u>\$348.56</u>	<u>\$0.00</u>
4 CY,	1 /wk	1.00	29	<u>\$42.92</u>	<u>\$2.74</u>	<u>\$0.00</u>	<u>\$13.62</u>	<u>\$59.28</u>	<u>\$20,629.31</u>
4 CY,	2 /wk	1.02	4	<u>\$87.56</u>	<u>\$5.60</u>	<u>\$0.00</u>	<u>\$27.78</u>	<u>\$120.93</u>	<u>\$5,804.66</u>
4 CY,	3 /wk	1.04	2	<u>\$133.91</u>	<u>\$8.56</u>	<u>\$0.00</u>	<u>\$42.48</u>	<u>\$184.95</u>	<u>\$4,438.86</u>
4 CY,	4 /wk	1.06	0	<u>\$181.98</u>	<u>\$11.63</u>	<u>\$0.00</u>	<u>\$57.73</u>	<u>\$251.35</u>	<u>\$0.00</u>
4 CY,	5 /wk	1.08	0	<u>\$231.77</u>	<u>\$14.82</u>	<u>\$0.00</u>	<u>\$73.52</u>	<u>\$320.11</u>	<u>\$0.00</u>
4 CY,	6 /wk	1.10	0	<u>\$283.27</u>	<u>\$18.11</u>	<u>\$0.00</u>	<u>\$89.86</u>	<u>\$391.25</u>	<u>\$0.00</u>
4 CY,	7 /wk	1.12	0	<u>\$336.49</u>	<u>\$21.51</u>	<u>\$0.00</u>	<u>\$106.75</u>	<u>\$464.75</u>	<u>\$0.00</u>

Form 1B - Multi-Family Recycling Service
Proposed Monthly Rates

Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
5 CY,	1 /wk	1.00	4	<u>\$53.65</u>	<u>\$3.43</u>	<u>\$0.00</u>	<u>\$17.02</u>	<u>\$74.10</u>	<u>\$3,556.78</u>
5 CY,	2 /wk	1.02	2	<u>\$109.45</u>	<u>\$7.00</u>	<u>\$0.00</u>	<u>\$34.72</u>	<u>\$151.16</u>	<u>\$3,627.91</u>
5 CY,	3 /wk	1.04	1	<u>\$167.39</u>	<u>\$10.70</u>	<u>\$0.00</u>	<u>\$53.10</u>	<u>\$231.19</u>	<u>\$2,774.29</u>
5 CY,	4 /wk	1.06	0	<u>\$227.48</u>	<u>\$14.54</u>	<u>\$0.00</u>	<u>\$72.16</u>	<u>\$314.18</u>	<u>\$0.00</u>
5 CY,	5 /wk	1.08	0	<u>\$289.71</u>	<u>\$18.52</u>	<u>\$0.00</u>	<u>\$91.91</u>	<u>\$400.14</u>	<u>\$0.00</u>
5 CY,	6 /wk	1.10	0	<u>\$354.09</u>	<u>\$22.64</u>	<u>\$0.00</u>	<u>\$112.33</u>	<u>\$489.06</u>	<u>\$0.00</u>
5 CY,	7 /wk	1.12	0	<u>\$420.62</u>	<u>\$26.89</u>	<u>\$0.00</u>	<u>\$133.43</u>	<u>\$580.94</u>	<u>\$0.00</u>
6 CY,	1 /wk	1.00	11	<u>\$64.38</u>	<u>\$4.12</u>	<u>\$0.00</u>	<u>\$20.42</u>	<u>\$88.92</u>	<u>\$11,737.37</u>
6 CY,	2 /wk	1.02	2	<u>\$131.34</u>	<u>\$8.40</u>	<u>\$0.00</u>	<u>\$41.66</u>	<u>\$181.40</u>	<u>\$4,353.50</u>
6 CY,	3 /wk	1.04	1	<u>\$200.87</u>	<u>\$12.84</u>	<u>\$0.00</u>	<u>\$63.72</u>	<u>\$277.43</u>	<u>\$3,329.14</u>
6 CY,	4 /wk	1.06	0	<u>\$272.97</u>	<u>\$17.45</u>	<u>\$0.00</u>	<u>\$86.60</u>	<u>\$377.02</u>	<u>\$0.00</u>
6 CY,	5 /wk	1.08	0	<u>\$347.65</u>	<u>\$22.23</u>	<u>\$0.00</u>	<u>\$110.29</u>	<u>\$480.17</u>	<u>\$0.00</u>
6 CY,	6 /wk	1.10	0	<u>\$424.91</u>	<u>\$27.17</u>	<u>\$0.00</u>	<u>\$134.79</u>	<u>\$586.87</u>	<u>\$0.00</u>
6 CY,	7 /wk	1.12	0	<u>\$504.74</u>	<u>\$32.27</u>	<u>\$0.00</u>	<u>\$160.12</u>	<u>\$697.13</u>	<u>\$0.00</u>

Total Annual Rate Revenue - Multi-Family Recyclable Materials Cart/Bin Service

\$197,383.95

Note: Compactor Rates shall be two times the Bin Rates

Form 1C - Multi-Family Green Waste Service
Proposed Monthly Rates

Multi-Family Organic Materials Cart and Bin Service

Service Area No. 1 ☒ Service Area No. 3 ☐
Service Area No. 2 ☐ Service Area No. 4 ☐

Proposer Name:

Service Level			Year 1						
Assumed LBS./CY	200		Proposed Green Waste Rates				Per Cubic-Yard Rate \$17.17 \$2.60 \$5.89 \$25.66		
(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)
Service Level			Year 1						
Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
				[A * F * G * H]	[B * F * G * H]	[C * F * G * H]	[D * F * G * H]	[J + K + L + M]	[I + N + 12]
32 Gal	1 /wk	1.00	0.00	\$2.72	\$0.41	\$0.00	\$0.93	\$4.07	\$0.00
32 Gal	2 /wk	1.02	0.00	\$5.55	\$0.84	\$0.00	\$1.90	\$8.29	\$0.00
32 Gal	3 /wk	1.04	0.00	\$8.49	\$1.29	\$0.00	\$2.91	\$12.68	\$0.00
32 Gal	4 /wk	1.06	0.00	\$11.53	\$1.75	\$0.00	\$3.96	\$17.24	\$0.00
32 Gal	5 /wk	1.08	0.00	\$14.69	\$2.22	\$0.00	\$5.04	\$21.95	\$0.00
32 Gal	6 /wk	1.10	0.00	\$17.95	\$2.72	\$0.00	\$6.16	\$26.83	\$0.00
32 Gal	7 /wk	1.12	0.00	\$21.32	\$3.23	\$0.00	\$7.32	\$31.87	\$0.00
64 Gal	1 /wk	1.00	0.00	\$5.44	\$0.82	\$0.00	\$1.87	\$8.13	\$0.00
64 Gal	2 /wk	1.02	0.00	\$11.10	\$1.68	\$0.00	\$3.81	\$16.59	\$0.00
64 Gal	3 /wk	1.04	0.00	\$16.97	\$2.57	\$0.00	\$5.83	\$25.37	\$0.00
64 Gal	4 /wk	1.06	0.00	\$23.06	\$3.49	\$0.00	\$7.92	\$34.47	\$0.00
64 Gal	5 /wk	1.08	0.00	\$29.37	\$4.45	\$0.00	\$10.08	\$43.91	\$0.00
64 Gal	6 /wk	1.10	0.00	\$35.90	\$5.44	\$0.00	\$12.33	\$53.66	\$0.00
64 Gal	7 /wk	1.12	0.00	\$42.64	\$6.46	\$0.00	\$14.64	\$63.74	\$0.00
96 Gal	1 /wk	1.00	64.00	\$8.16	\$1.24	\$0.00	\$2.80	\$12.20	\$9,366.46
96 Gal	2 /wk	1.02	0.00	\$16.64	\$2.52	\$0.00	\$5.71	\$24.88	\$0.00
96 Gal	3 /wk	1.04	0.00	\$25.46	\$3.86	\$0.00	\$8.74	\$38.05	\$0.00
96 Gal	4 /wk	1.06	0.00	\$34.59	\$5.24	\$0.00	\$11.88	\$51.71	\$0.00
96 Gal	5 /wk	1.08	0.00	\$44.06	\$6.67	\$0.00	\$15.13	\$65.86	\$0.00
96 Gal	6 /wk	1.10	0.00	\$53.85	\$8.16	\$0.00	\$18.49	\$80.49	\$0.00
96 Gal	7 /wk	1.12	0.00	\$63.97	\$9.69	\$0.00	\$21.96	\$95.62	\$0.00

Form 1C - Multi-Family Green Waste Service
Proposed Monthly Rates

Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
1 CY,	1 /wk	1.00	8.00	<u>\$17.17</u>	<u>\$2.60</u>	<u>\$0.00</u>	<u>\$5.89</u>	<u>\$25.66</u>	<u>\$2,463.57</u>
1 CY,	2 /wk	1.02	1.00	<u>\$35.02</u>	<u>\$5.30</u>	<u>\$0.00</u>	<u>\$12.02</u>	<u>\$52.35</u>	<u>\$628.21</u>
1 CY,	3 /wk	1.04	0.00	<u>\$53.56</u>	<u>\$8.11</u>	<u>\$0.00</u>	<u>\$18.39</u>	<u>\$80.07</u>	<u>\$0.00</u>
1 CY,	4 /wk	1.06	0.00	<u>\$72.79</u>	<u>\$11.02</u>	<u>\$0.00</u>	<u>\$24.99</u>	<u>\$108.81</u>	<u>\$0.00</u>
1 CY,	5 /wk	1.08	0.00	<u>\$92.71</u>	<u>\$14.04</u>	<u>\$0.00</u>	<u>\$31.83</u>	<u>\$138.58</u>	<u>\$0.00</u>
1 CY,	6 /wk	1.10	0.00	<u>\$113.31</u>	<u>\$17.16</u>	<u>\$0.00</u>	<u>\$38.90</u>	<u>\$169.37</u>	<u>\$0.00</u>
1 CY,	7 /wk	1.12	0.00	<u>\$134.60</u>	<u>\$20.38</u>	<u>\$0.00</u>	<u>\$46.21</u>	<u>\$201.19</u>	<u>\$0.00</u>
2 CY,	1 /wk	1.00	4.00	<u>\$34.34</u>	<u>\$5.20</u>	<u>\$0.00</u>	<u>\$11.79</u>	<u>\$51.32</u>	<u>\$2,463.57</u>
2 CY,	2 /wk	1.02	0.00	<u>\$70.05</u>	<u>\$10.61</u>	<u>\$0.00</u>	<u>\$24.05</u>	<u>\$104.70</u>	<u>\$0.00</u>
2 CY,	3 /wk	1.04	0.00	<u>\$107.13</u>	<u>\$16.22</u>	<u>\$0.00</u>	<u>\$36.78</u>	<u>\$160.13</u>	<u>\$0.00</u>
2 CY,	4 /wk	1.06	0.00	<u>\$145.58</u>	<u>\$22.05</u>	<u>\$0.00</u>	<u>\$49.98</u>	<u>\$217.62</u>	<u>\$0.00</u>
2 CY,	5 /wk	1.08	0.00	<u>\$185.41</u>	<u>\$28.08</u>	<u>\$0.00</u>	<u>\$63.66</u>	<u>\$277.15</u>	<u>\$0.00</u>
2 CY,	6 /wk	1.10	0.00	<u>\$226.62</u>	<u>\$34.32</u>	<u>\$0.00</u>	<u>\$77.80</u>	<u>\$338.74</u>	<u>\$0.00</u>
2 CY,	7 /wk	1.12	0.00	<u>\$269.19</u>	<u>\$40.77</u>	<u>\$0.00</u>	<u>\$92.42</u>	<u>\$402.38</u>	<u>\$0.00</u>
3 CY,	1 /wk	1.00	0.00	<u>\$51.50</u>	<u>\$7.80</u>	<u>\$0.00</u>	<u>\$17.68</u>	<u>\$76.99</u>	<u>\$0.00</u>
3 CY,	2 /wk	1.02	0.00	<u>\$105.07</u>	<u>\$15.91</u>	<u>\$0.00</u>	<u>\$36.07</u>	<u>\$157.05</u>	<u>\$0.00</u>
3 CY,	3 /wk	1.04	0.00	<u>\$160.69</u>	<u>\$24.34</u>	<u>\$0.00</u>	<u>\$55.17</u>	<u>\$240.20</u>	<u>\$0.00</u>
3 CY,	4 /wk	1.06	0.00	<u>\$218.38</u>	<u>\$33.07</u>	<u>\$0.00</u>	<u>\$74.97</u>	<u>\$326.42</u>	<u>\$0.00</u>
3 CY,	5 /wk	1.08	0.00	<u>\$278.12</u>	<u>\$42.12</u>	<u>\$0.00</u>	<u>\$95.49</u>	<u>\$415.73</u>	<u>\$0.00</u>
3 CY,	6 /wk	1.10	0.00	<u>\$339.93</u>	<u>\$51.48</u>	<u>\$0.00</u>	<u>\$116.71</u>	<u>\$508.11</u>	<u>\$0.00</u>
3 CY,	7 /wk	1.12	0.00	<u>\$403.79</u>	<u>\$61.15</u>	<u>\$0.00</u>	<u>\$138.63</u>	<u>\$603.58</u>	<u>\$0.00</u>
4 CY,	1 /wk	1.00	0.00	<u>\$68.67</u>	<u>\$10.40</u>	<u>\$0.00</u>	<u>\$23.58</u>	<u>\$102.65</u>	<u>\$0.00</u>
4 CY,	2 /wk	1.02	0.00	<u>\$140.09</u>	<u>\$21.22</u>	<u>\$0.00</u>	<u>\$48.10</u>	<u>\$209.40</u>	<u>\$0.00</u>
4 CY,	3 /wk	1.04	0.00	<u>\$214.26</u>	<u>\$32.45</u>	<u>\$0.00</u>	<u>\$73.56</u>	<u>\$320.26</u>	<u>\$0.00</u>
4 CY,	4 /wk	1.06	0.00	<u>\$291.17</u>	<u>\$44.10</u>	<u>\$0.00</u>	<u>\$99.97</u>	<u>\$435.23</u>	<u>\$0.00</u>
4 CY,	5 /wk	1.08	0.00	<u>\$370.83</u>	<u>\$56.16</u>	<u>\$0.00</u>	<u>\$127.32</u>	<u>\$554.30</u>	<u>\$0.00</u>
4 CY,	6 /wk	1.10	0.00	<u>\$453.24</u>	<u>\$68.64</u>	<u>\$0.00</u>	<u>\$155.61</u>	<u>\$677.48</u>	<u>\$0.00</u>
4 CY,	7 /wk	1.12	0.00	<u>\$538.39</u>	<u>\$81.54</u>	<u>\$0.00</u>	<u>\$184.84</u>	<u>\$804.77</u>	<u>\$0.00</u>

Form 1C - Multi-Family Green Waste Service
Proposed Monthly Rates

Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
5 CY,	1 /wk	1.00	0.00	<u>\$85.84</u>	<u>\$13.00</u>	<u>\$0.00</u>	<u>\$29.47</u>	<u>\$128.31</u>	<u>\$0.00</u>
5 CY,	2 /wk	1.02	0.00	<u>\$175.11</u>	<u>\$26.52</u>	<u>\$0.00</u>	<u>\$60.12</u>	<u>\$261.75</u>	<u>\$0.00</u>
5 CY,	3 /wk	1.04	0.00	<u>\$267.82</u>	<u>\$40.56</u>	<u>\$0.00</u>	<u>\$91.95</u>	<u>\$400.33</u>	<u>\$0.00</u>
5 CY,	4 /wk	1.06	0.00	<u>\$363.96</u>	<u>\$55.12</u>	<u>\$0.00</u>	<u>\$124.96</u>	<u>\$544.04</u>	<u>\$0.00</u>
5 CY,	5 /wk	1.08	0.00	<u>\$463.54</u>	<u>\$70.20</u>	<u>\$0.00</u>	<u>\$159.14</u>	<u>\$692.88</u>	<u>\$0.00</u>
5 CY,	6 /wk	1.10	0.00	<u>\$566.54</u>	<u>\$85.80</u>	<u>\$0.00</u>	<u>\$194.51</u>	<u>\$846.85</u>	<u>\$0.00</u>
5 CY,	7 /wk	1.12	0.00	<u>\$672.99</u>	<u>\$101.92</u>	<u>\$0.00</u>	<u>\$231.05</u>	<u>\$1,005.96</u>	<u>\$0.00</u>
6 CY,	1 /wk	1.00	0.00	<u>\$103.01</u>	<u>\$15.60</u>	<u>\$0.00</u>	<u>\$35.37</u>	<u>\$153.97</u>	<u>\$0.00</u>
6 CY,	2 /wk	1.02	0.00	<u>\$210.14</u>	<u>\$31.82</u>	<u>\$0.00</u>	<u>\$72.15</u>	<u>\$314.11</u>	<u>\$0.00</u>
6 CY,	3 /wk	1.04	0.00	<u>\$321.38</u>	<u>\$48.67</u>	<u>\$0.00</u>	<u>\$110.34</u>	<u>\$480.40</u>	<u>\$0.00</u>
6 CY,	4 /wk	1.06	0.00	<u>\$436.75</u>	<u>\$66.14</u>	<u>\$0.00</u>	<u>\$149.95</u>	<u>\$652.85</u>	<u>\$0.00</u>
6 CY,	5 /wk	1.08	0.00	<u>\$556.24</u>	<u>\$84.24</u>	<u>\$0.00</u>	<u>\$190.97</u>	<u>\$831.46</u>	<u>\$0.00</u>
6 CY,	6 /wk	1.10	0.00	<u>\$679.85</u>	<u>\$102.96</u>	<u>\$0.00</u>	<u>\$233.41</u>	<u>\$1,016.22</u>	<u>\$0.00</u>
6 CY,	7 /wk	1.12	0.00	<u>\$807.58</u>	<u>\$122.30</u>	<u>\$0.00</u>	<u>\$277.26</u>	<u>\$1,207.15</u>	<u>\$0.00</u>

Total Annual Rate Revenue - Multi-Family Organic Materials Cart/Bin Service

\$14,921.82

Note: Compactor Rates shall be two times the Bin Rates

Form 1D - Commercial Solid Waste Service
Proposed Monthly Rates

Commercial Solid Waste Cart and Bin Service

Service Area No. 1 ☒ Service Area No. 3 ☐
Service Area No. 2 ☐ Service Area No. 4 ☐

Proposer Name:

Service Level			Year 1						
Assumed LBS./CY	120		Proposed Solid Waste Rates				Per Cubic-Yard Rate		
							\$21.46		
							\$1.72		
							\$6.91		
							\$30.09		
(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)
Service Level			Year 1						
		Freq.	Estm.						
Size	Freq.	Factor	Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
				[A * F * G * H]	[B * F * G * H]	[C * F * G * H]	[D * F * G * H]	[J + K + L + M]	[I + N + 12]
32 Gal	1 /wk	1.00	124	\$3.40	\$0.00	\$0.27	\$1.09	\$4.77	\$7,093.88
32 Gal	2 /wk	1.02	36	\$6.94	\$0.00	\$0.56	\$2.23	\$9.73	\$4,201.41
32 Gal	3 /wk	1.04	14	\$10.61	\$0.00	\$0.85	\$3.42	\$14.87	\$2,498.88
32 Gal	4 /wk	1.06	6	\$14.41	\$0.00	\$1.16	\$4.64	\$20.21	\$1,455.39
32 Gal	5 /wk	1.08	0	\$18.36	\$0.00	\$1.47	\$5.91	\$25.74	\$0.00
32 Gal	6 /wk	1.10	0	\$22.44	\$0.00	\$1.80	\$7.23	\$31.46	\$0.00
32 Gal	7 /wk	1.12	0	\$26.65	\$0.00	\$2.14	\$8.58	\$37.38	\$0.00
64 Gal	1 /wk	1.00	61	\$6.80	\$0.00	\$0.55	\$2.19	\$9.53	\$6,979.47
64 Gal	2 /wk	1.02	8	\$13.87	\$0.00	\$1.11	\$4.47	\$19.45	\$1,867.29
64 Gal	3 /wk	1.04	4	\$21.21	\$0.00	\$1.70	\$6.83	\$29.75	\$1,427.93
64 Gal	4 /wk	1.06	0	\$28.83	\$0.00	\$2.31	\$9.29	\$40.43	\$0.00
64 Gal	5 /wk	1.08	0	\$36.72	\$0.00	\$2.95	\$11.83	\$51.49	\$0.00
64 Gal	6 /wk	1.10	0	\$44.87	\$0.00	\$3.60	\$14.45	\$62.93	\$0.00
64 Gal	7 /wk	1.12	0	\$53.31	\$0.00	\$4.28	\$17.17	\$74.75	\$0.00
96 Gal	1 /wk	1.00	306	\$10.20	\$0.00	\$0.82	\$3.28	\$14.30	\$52,517.62
96 Gal	2 /wk	1.02	111	\$20.81	\$0.00	\$1.67	\$6.70	\$29.18	\$38,863.04
96 Gal	3 /wk	1.04	26	\$31.82	\$0.00	\$2.55	\$10.25	\$44.62	\$13,922.32
96 Gal	4 /wk	1.06	4	\$43.24	\$0.00	\$3.47	\$13.93	\$60.64	\$2,910.78
96 Gal	5 /wk	1.08	12	\$55.07	\$0.00	\$4.42	\$17.74	\$77.23	\$11,121.38
96 Gal	6 /wk	1.10	2	\$67.31	\$0.00	\$5.40	\$21.68	\$94.39	\$2,265.47
96 Gal	7 /wk	1.12	0	\$79.96	\$0.00	\$6.42	\$25.75	\$112.13	\$0.00

Form 1D - Commercial Solid Waste Service
Proposed Monthly Rates

Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
1 CY,	1 /wk	1.00	114	<u>\$21.46</u>	<u>\$0.00</u>	<u>\$1.72</u>	<u>\$6.91</u>	<u>\$30.09</u>	<u>\$41,168.84</u>
1 CY,	2 /wk	1.02	41	<u>\$43.78</u>	<u>\$0.00</u>	<u>\$3.51</u>	<u>\$14.10</u>	<u>\$61.39</u>	<u>\$30,204.93</u>
1 CY,	3 /wk	1.04	51	<u>\$66.96</u>	<u>\$0.00</u>	<u>\$5.37</u>	<u>\$21.57</u>	<u>\$93.89</u>	<u>\$57,463.03</u>
1 CY,	4 /wk	1.06	8	<u>\$90.99</u>	<u>\$0.00</u>	<u>\$7.30</u>	<u>\$29.31</u>	<u>\$127.60</u>	<u>\$12,249.53</u>
1 CY,	5 /wk	1.08	3	<u>\$115.88</u>	<u>\$0.00</u>	<u>\$9.30</u>	<u>\$37.33</u>	<u>\$162.51</u>	<u>\$5,850.31</u>
1 CY,	6 /wk	1.10	2	<u>\$141.64</u>	<u>\$0.00</u>	<u>\$11.37</u>	<u>\$45.62</u>	<u>\$198.62</u>	<u>\$4,766.92</u>
1 CY,	7 /wk	1.12	0	<u>\$168.25</u>	<u>\$0.00</u>	<u>\$13.50</u>	<u>\$54.19</u>	<u>\$235.94</u>	<u>\$0.00</u>
2 CY,	1 /wk	1.00	168	<u>\$42.92</u>	<u>\$0.00</u>	<u>\$3.44</u>	<u>\$13.82</u>	<u>\$60.19</u>	<u>\$121,339.73</u>
2 CY,	2 /wk	1.02	37	<u>\$87.56</u>	<u>\$0.00</u>	<u>\$7.03</u>	<u>\$28.20</u>	<u>\$122.78</u>	<u>\$54,516.21</u>
2 CY,	3 /wk	1.04	62	<u>\$133.91</u>	<u>\$0.00</u>	<u>\$10.75</u>	<u>\$43.13</u>	<u>\$187.79</u>	<u>\$139,714.03</u>
2 CY,	4 /wk	1.06	21	<u>\$181.98</u>	<u>\$0.00</u>	<u>\$14.60</u>	<u>\$58.62</u>	<u>\$255.20</u>	<u>\$64,310.06</u>
2 CY,	5 /wk	1.08	12	<u>\$231.77</u>	<u>\$0.00</u>	<u>\$18.60</u>	<u>\$74.65</u>	<u>\$325.02</u>	<u>\$46,802.47</u>
2 CY,	6 /wk	1.10	3	<u>\$283.27</u>	<u>\$0.00</u>	<u>\$22.73</u>	<u>\$91.24</u>	<u>\$397.24</u>	<u>\$14,300.75</u>
2 CY,	7 /wk	1.12	1	<u>\$336.49</u>	<u>\$0.00</u>	<u>\$27.00</u>	<u>\$108.38</u>	<u>\$471.88</u>	<u>\$5,662.52</u>
3 CY,	1 /wk	1.00	240	<u>\$64.38</u>	<u>\$0.00</u>	<u>\$5.17</u>	<u>\$20.74</u>	<u>\$90.28</u>	<u>\$260,013.71</u>
3 CY,	2 /wk	1.02	31	<u>\$131.34</u>	<u>\$0.00</u>	<u>\$10.54</u>	<u>\$42.30</u>	<u>\$184.18</u>	<u>\$68,513.61</u>
3 CY,	3 /wk	1.04	56	<u>\$200.87</u>	<u>\$0.00</u>	<u>\$16.12</u>	<u>\$64.70</u>	<u>\$281.68</u>	<u>\$189,289.98</u>
3 CY,	4 /wk	1.06	14	<u>\$272.97</u>	<u>\$0.00</u>	<u>\$21.90</u>	<u>\$87.92</u>	<u>\$382.80</u>	<u>\$64,310.06</u>
3 CY,	5 /wk	1.08	8	<u>\$347.65</u>	<u>\$0.00</u>	<u>\$27.90</u>	<u>\$111.98</u>	<u>\$487.53</u>	<u>\$46,802.47</u>
3 CY,	6 /wk	1.10	9	<u>\$424.91</u>	<u>\$0.00</u>	<u>\$34.10</u>	<u>\$136.86</u>	<u>\$595.86</u>	<u>\$64,353.39</u>
3 CY,	7 /wk	1.12	2	<u>\$504.74</u>	<u>\$0.00</u>	<u>\$40.50</u>	<u>\$162.57</u>	<u>\$707.82</u>	<u>\$16,987.56</u>
4 CY,	1 /wk	1.00	186	<u>\$85.84</u>	<u>\$0.00</u>	<u>\$6.89</u>	<u>\$27.65</u>	<u>\$120.38</u>	<u>\$268,680.83</u>
4 CY,	2 /wk	1.02	52	<u>\$175.11</u>	<u>\$0.00</u>	<u>\$14.05</u>	<u>\$56.40</u>	<u>\$245.57</u>	<u>\$153,234.75</u>
4 CY,	3 /wk	1.04	64	<u>\$267.82</u>	<u>\$0.00</u>	<u>\$21.49</u>	<u>\$86.26</u>	<u>\$375.58</u>	<u>\$288,441.88</u>
4 CY,	4 /wk	1.06	37	<u>\$363.96</u>	<u>\$0.00</u>	<u>\$29.21</u>	<u>\$117.23</u>	<u>\$510.40</u>	<u>\$226,616.39</u>
4 CY,	5 /wk	1.08	7	<u>\$463.54</u>	<u>\$0.00</u>	<u>\$37.20</u>	<u>\$149.30</u>	<u>\$650.03</u>	<u>\$54,602.88</u>
4 CY,	6 /wk	1.10	6	<u>\$566.54</u>	<u>\$0.00</u>	<u>\$45.46</u>	<u>\$182.48</u>	<u>\$794.49</u>	<u>\$57,203.02</u>
4 CY,	7 /wk	1.12	5	<u>\$672.99</u>	<u>\$0.00</u>	<u>\$54.00</u>	<u>\$216.77</u>	<u>\$943.75</u>	<u>\$56,625.21</u>

Form 1D - Commercial Solid Waste Service
Proposed Monthly Rates

Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
5 CY,	1 /wk	1.00	0	<u>\$107.30</u>	<u>\$0.00</u>	<u>\$8.61</u>	<u>\$34.56</u>	<u>\$150.47</u>	<u>\$0.00</u>
5 CY,	2 /wk	1.02	0	<u>\$218.89</u>	<u>\$0.00</u>	<u>\$17.56</u>	<u>\$70.50</u>	<u>\$306.96</u>	<u>\$0.00</u>
5 CY,	3 /wk	1.04	0	<u>\$334.78</u>	<u>\$0.00</u>	<u>\$26.86</u>	<u>\$107.83</u>	<u>\$469.47</u>	<u>\$0.00</u>
5 CY,	4 /wk	1.06	0	<u>\$454.95</u>	<u>\$0.00</u>	<u>\$36.51</u>	<u>\$146.54</u>	<u>\$638.00</u>	<u>\$0.00</u>
5 CY,	5 /wk	1.08	0	<u>\$579.42</u>	<u>\$0.00</u>	<u>\$46.49</u>	<u>\$186.63</u>	<u>\$812.54</u>	<u>\$0.00</u>
5 CY,	6 /wk	1.10	0	<u>\$708.18</u>	<u>\$0.00</u>	<u>\$56.83</u>	<u>\$228.10</u>	<u>\$993.11</u>	<u>\$0.00</u>
5 CY,	7 /wk	1.12	0	<u>\$841.23</u>	<u>\$0.00</u>	<u>\$67.50</u>	<u>\$270.96</u>	<u>\$1,179.69</u>	<u>\$0.00</u>
6 CY,	1 /wk	1.00	12	<u>\$128.76</u>	<u>\$0.00</u>	<u>\$10.33</u>	<u>\$41.47</u>	<u>\$180.57</u>	<u>\$26,001.37</u>
6 CY,	2 /wk	1.02	0	<u>\$262.67</u>	<u>\$0.00</u>	<u>\$21.08</u>	<u>\$84.61</u>	<u>\$368.35</u>	<u>\$0.00</u>
6 CY,	3 /wk	1.04	3	<u>\$401.73</u>	<u>\$0.00</u>	<u>\$32.24</u>	<u>\$129.40</u>	<u>\$563.36</u>	<u>\$20,281.07</u>
6 CY,	4 /wk	1.06	0	<u>\$545.94</u>	<u>\$0.00</u>	<u>\$43.81</u>	<u>\$175.85</u>	<u>\$765.60</u>	<u>\$0.00</u>
6 CY,	5 /wk	1.08	0	<u>\$695.30</u>	<u>\$0.00</u>	<u>\$55.79</u>	<u>\$223.95</u>	<u>\$975.05</u>	<u>\$0.00</u>
6 CY,	6 /wk	1.10	0	<u>\$849.82</u>	<u>\$0.00</u>	<u>\$68.19</u>	<u>\$273.72</u>	<u>\$1,191.73</u>	<u>\$0.00</u>
6 CY,	7 /wk	1.12	0	<u>\$1,009.48</u>	<u>\$0.00</u>	<u>\$81.00</u>	<u>\$325.15</u>	<u>\$1,415.63</u>	<u>\$0.00</u>

Total Annual Rate Revenue - Commercial Solid Waste Cart/Bin Service

\$2,607,432.37

Note: Compactor Rates shall be two times the Bin Rates

Form 1E - Commercial Recycling Service
Proposed Monthly Rates

Commercial Recyclable Materials Cart and Bin Service

Service Area No. 1☒

Service Area No. 2☐

Service Area No. 3☐

Service Area No. 4☐

Proposer Name:

Service Level			Year 1						
Assumed LBS./CY	80		Proposed Recyclable Materials Rates (A) Operating Cost Component (B) Processing Component (C) Disposal Component (D) Fee Component* (E) Total						
			Per Cubic-Yard Rate						
			\$10.73						
			\$0.69						
			\$3.40						
			\$14.82						
(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)
Service Level			Year 1						
Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
				[A * F * G * H]	[B * F * G * H]	[C * F * G * H]	[D * F * G * H]	[J + K + L + M]	[I + N + 12]
32 Gal	1 /wk	1.00	93	\$1.70	\$0.11	\$0.00	\$0.54	\$2.35	\$2,620.04
32 Gal	2 /wk	1.02	27	\$3.47	\$0.22	\$0.00	\$1.10	\$4.79	\$1,551.74
32 Gal	3 /wk	1.04	11	\$5.30	\$0.34	\$0.00	\$1.68	\$7.32	\$966.88
32 Gal	4 /wk	1.06	5	\$7.21	\$0.46	\$0.00	\$2.29	\$9.95	\$597.26
32 Gal	5 /wk	1.08	0	\$9.18	\$0.59	\$0.00	\$2.91	\$12.68	\$0.00
32 Gal	6 /wk	1.10	0	\$11.22	\$0.72	\$0.00	\$3.56	\$15.49	\$0.00
32 Gal	7 /wk	1.12	0	\$13.33	\$0.85	\$0.00	\$4.23	\$18.41	\$0.00
64 Gal	1 /wk	1.00	46	\$3.40	\$0.22	\$0.00	\$1.08	\$4.70	\$2,591.87
64 Gal	2 /wk	1.02	6	\$6.94	\$0.44	\$0.00	\$2.20	\$9.58	\$689.66
64 Gal	3 /wk	1.04	3	\$10.61	\$0.68	\$0.00	\$3.36	\$14.65	\$527.39
64 Gal	4 /wk	1.06	0	\$14.41	\$0.92	\$0.00	\$4.57	\$19.91	\$0.00
64 Gal	5 /wk	1.08	0	\$18.36	\$1.17	\$0.00	\$5.82	\$25.36	\$0.00
64 Gal	6 /wk	1.10	0	\$22.44	\$1.43	\$0.00	\$7.12	\$30.99	\$0.00
64 Gal	7 /wk	1.12	0	\$26.65	\$1.70	\$0.00	\$8.46	\$36.81	\$0.00
96 Gal	1 /wk	1.00	230	\$5.10	\$0.33	\$0.00	\$1.62	\$7.04	\$19,439.03
96 Gal	2 /wk	1.02	83	\$10.40	\$0.67	\$0.00	\$3.30	\$14.37	\$14,310.50
96 Gal	3 /wk	1.04	20	\$15.91	\$1.02	\$0.00	\$5.05	\$21.97	\$5,273.89
96 Gal	4 /wk	1.06	3	\$21.62	\$1.38	\$0.00	\$6.86	\$29.86	\$1,075.06
96 Gal	5 /wk	1.08	9	\$27.54	\$1.76	\$0.00	\$8.74	\$38.03	\$4,107.55
96 Gal	6 /wk	1.10	2	\$33.66	\$2.15	\$0.00	\$10.68	\$46.48	\$1,115.63
96 Gal	7 /wk	1.12	0	\$39.98	\$2.56	\$0.00	\$12.68	\$55.22	\$0.00

Form 1E - Commercial Recycling Service
Proposed Monthly Rates

Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
1 CY,	1 /wk	1.00	86	<u>\$10.73</u>	<u>\$0.69</u>	<u>\$0.00</u>	<u>\$3.40</u>	<u>\$14.82</u>	<u>\$15,294.15</u>
1 CY,	2 /wk	1.02	31	<u>\$21.89</u>	<u>\$1.40</u>	<u>\$0.00</u>	<u>\$6.94</u>	<u>\$30.23</u>	<u>\$11,246.53</u>
1 CY,	3 /wk	1.04	38	<u>\$33.48</u>	<u>\$2.14</u>	<u>\$0.00</u>	<u>\$10.62</u>	<u>\$46.24</u>	<u>\$21,084.58</u>
1 CY,	4 /wk	1.06	6	<u>\$45.50</u>	<u>\$2.91</u>	<u>\$0.00</u>	<u>\$14.43</u>	<u>\$62.84</u>	<u>\$4,524.22</u>
1 CY,	5 /wk	1.08	2	<u>\$57.94</u>	<u>\$3.70</u>	<u>\$0.00</u>	<u>\$18.38</u>	<u>\$80.03</u>	<u>\$1,920.66</u>
1 CY,	6 /wk	1.10	2	<u>\$70.82</u>	<u>\$4.53</u>	<u>\$0.00</u>	<u>\$22.47</u>	<u>\$97.81</u>	<u>\$2,347.47</u>
1 CY,	7 /wk	1.12	0	<u>\$84.12</u>	<u>\$5.38</u>	<u>\$0.00</u>	<u>\$26.69</u>	<u>\$116.19</u>	<u>\$0.00</u>
2 CY,	1 /wk	1.00	126	<u>\$21.46</u>	<u>\$1.37</u>	<u>\$0.00</u>	<u>\$6.81</u>	<u>\$29.64</u>	<u>\$44,815.41</u>
2 CY,	2 /wk	1.02	28	<u>\$43.78</u>	<u>\$2.80</u>	<u>\$0.00</u>	<u>\$13.89</u>	<u>\$60.47</u>	<u>\$20,316.32</u>
2 CY,	3 /wk	1.04	47	<u>\$66.96</u>	<u>\$4.28</u>	<u>\$0.00</u>	<u>\$21.24</u>	<u>\$92.48</u>	<u>\$52,156.60</u>
2 CY,	4 /wk	1.06	16	<u>\$90.99</u>	<u>\$5.82</u>	<u>\$0.00</u>	<u>\$28.87</u>	<u>\$125.67</u>	<u>\$24,129.18</u>
2 CY,	5 /wk	1.08	9	<u>\$115.88</u>	<u>\$7.41</u>	<u>\$0.00</u>	<u>\$36.76</u>	<u>\$160.06</u>	<u>\$17,285.94</u>
2 CY,	6 /wk	1.10	2	<u>\$141.64</u>	<u>\$9.06</u>	<u>\$0.00</u>	<u>\$44.93</u>	<u>\$195.62</u>	<u>\$4,694.95</u>
2 CY,	7 /wk	1.12	1	<u>\$168.25</u>	<u>\$10.76</u>	<u>\$0.00</u>	<u>\$53.37</u>	<u>\$232.38</u>	<u>\$2,788.51</u>
3 CY,	1 /wk	1.00	180	<u>\$32.19</u>	<u>\$2.06</u>	<u>\$0.00</u>	<u>\$10.21</u>	<u>\$44.46</u>	<u>\$96,033.02</u>
3 CY,	2 /wk	1.02	23	<u>\$65.67</u>	<u>\$4.20</u>	<u>\$0.00</u>	<u>\$20.83</u>	<u>\$90.70</u>	<u>\$25,032.61</u>
3 CY,	3 /wk	1.04	42	<u>\$100.43</u>	<u>\$6.42</u>	<u>\$0.00</u>	<u>\$31.86</u>	<u>\$138.71</u>	<u>\$69,912.04</u>
3 CY,	4 /wk	1.06	11	<u>\$136.49</u>	<u>\$8.73</u>	<u>\$0.00</u>	<u>\$43.30</u>	<u>\$188.51</u>	<u>\$24,883.22</u>
3 CY,	5 /wk	1.08	6	<u>\$173.83</u>	<u>\$11.11</u>	<u>\$0.00</u>	<u>\$55.14</u>	<u>\$240.08</u>	<u>\$17,285.94</u>
3 CY,	6 /wk	1.10	7	<u>\$212.45</u>	<u>\$13.58</u>	<u>\$0.00</u>	<u>\$67.40</u>	<u>\$293.43</u>	<u>\$24,648.47</u>
3 CY,	7 /wk	1.12	2	<u>\$252.37</u>	<u>\$16.13</u>	<u>\$0.00</u>	<u>\$80.06</u>	<u>\$348.56</u>	<u>\$8,365.54</u>
4 CY,	1 /wk	1.00	140	<u>\$42.92</u>	<u>\$2.74</u>	<u>\$0.00</u>	<u>\$13.62</u>	<u>\$59.28</u>	<u>\$99,589.80</u>
4 CY,	2 /wk	1.02	39	<u>\$87.56</u>	<u>\$5.60</u>	<u>\$0.00</u>	<u>\$27.78</u>	<u>\$120.93</u>	<u>\$56,595.46</u>
4 CY,	3 /wk	1.04	48	<u>\$133.91</u>	<u>\$8.56</u>	<u>\$0.00</u>	<u>\$42.48</u>	<u>\$184.95</u>	<u>\$106,532.63</u>
4 CY,	4 /wk	1.06	28	<u>\$181.98</u>	<u>\$11.63</u>	<u>\$0.00</u>	<u>\$57.73</u>	<u>\$251.35</u>	<u>\$84,452.15</u>
4 CY,	5 /wk	1.08	5	<u>\$231.77</u>	<u>\$14.82</u>	<u>\$0.00</u>	<u>\$73.52</u>	<u>\$320.11</u>	<u>\$19,206.60</u>
4 CY,	6 /wk	1.10	5	<u>\$283.27</u>	<u>\$18.11</u>	<u>\$0.00</u>	<u>\$89.86</u>	<u>\$391.25</u>	<u>\$23,474.74</u>
4 CY,	7 /wk	1.12	4	<u>\$336.49</u>	<u>\$21.51</u>	<u>\$0.00</u>	<u>\$106.75</u>	<u>\$464.75</u>	<u>\$22,308.11</u>

Form 1E - Commercial Recycling Service
Proposed Monthly Rates

Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
5 CY,	1 /wk	1.00	0	<u>\$53.65</u>	<u>\$3.43</u>	<u>\$0.00</u>	<u>\$17.02</u>	<u>\$74.10</u>	<u>\$0.00</u>
5 CY,	2 /wk	1.02	0	<u>\$109.45</u>	<u>\$7.00</u>	<u>\$0.00</u>	<u>\$34.72</u>	<u>\$151.16</u>	<u>\$0.00</u>
5 CY,	3 /wk	1.04	0	<u>\$167.39</u>	<u>\$10.70</u>	<u>\$0.00</u>	<u>\$53.10</u>	<u>\$231.19</u>	<u>\$0.00</u>
5 CY,	4 /wk	1.06	0	<u>\$227.48</u>	<u>\$14.54</u>	<u>\$0.00</u>	<u>\$72.16</u>	<u>\$314.18</u>	<u>\$0.00</u>
5 CY,	5 /wk	1.08	0	<u>\$289.71</u>	<u>\$18.52</u>	<u>\$0.00</u>	<u>\$91.91</u>	<u>\$400.14</u>	<u>\$0.00</u>
5 CY,	6 /wk	1.10	0	<u>\$354.09</u>	<u>\$22.64</u>	<u>\$0.00</u>	<u>\$112.33</u>	<u>\$489.06</u>	<u>\$0.00</u>
5 CY,	7 /wk	1.12	0	<u>\$420.62</u>	<u>\$26.89</u>	<u>\$0.00</u>	<u>\$133.43</u>	<u>\$580.94</u>	<u>\$0.00</u>
6 CY,	1 /wk	1.00	9	<u>\$64.38</u>	<u>\$4.12</u>	<u>\$0.00</u>	<u>\$20.42</u>	<u>\$88.92</u>	<u>\$9,603.30</u>
6 CY,	2 /wk	1.02	0	<u>\$131.34</u>	<u>\$8.40</u>	<u>\$0.00</u>	<u>\$41.66</u>	<u>\$181.40</u>	<u>\$0.00</u>
6 CY,	3 /wk	1.04	2	<u>\$200.87</u>	<u>\$12.84</u>	<u>\$0.00</u>	<u>\$63.72</u>	<u>\$277.43</u>	<u>\$6,658.29</u>
6 CY,	4 /wk	1.06	0	<u>\$272.97</u>	<u>\$17.45</u>	<u>\$0.00</u>	<u>\$86.60</u>	<u>\$377.02</u>	<u>\$0.00</u>
6 CY,	5 /wk	1.08	0	<u>\$347.65</u>	<u>\$22.23</u>	<u>\$0.00</u>	<u>\$110.29</u>	<u>\$480.17</u>	<u>\$0.00</u>
6 CY,	6 /wk	1.10	0	<u>\$424.91</u>	<u>\$27.17</u>	<u>\$0.00</u>	<u>\$134.79</u>	<u>\$586.87</u>	<u>\$0.00</u>
6 CY,	7 /wk	1.12	0	<u>\$504.74</u>	<u>\$32.27</u>	<u>\$0.00</u>	<u>\$160.12</u>	<u>\$697.13</u>	<u>\$0.00</u>

Total Annual Rate Revenue - Commercial Recyclable Materials Cart/Bin Service

\$972,052.96

Note: Compactor Rates shall be two times the Bin Rates

Form 1F - Commercial Organics Service
Proposed Monthly Rates

Commercial Organics Cart and Bin Service

Proposer Name:

Service Area No. 1 ☒

Service Area No. 3 ☐

Service Area No. 2 ☐

Service Area No. 4 ☐

Service Level			Year 1						
Assumed LBS./CY	200		Proposed Green Waste Rates				Per Cubic-Yard Rate \$17.17 \$2.60 \$5.89 \$25.66		
(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)
Service Level			Year 1						
Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
				[A * F * G * H]	[B * F * G * H]	[C * F * G * H]	[D * F * G * H]	[J + K + L + M]	[I + N + 12]
32 Gal	1 /wk	1.00	25.00	\$2.72	\$0.41	\$0.00	\$0.93	\$4.07	\$1,219.59
32 Gal	2 /wk	1.02	7.00	\$5.55	\$0.84	\$0.00	\$1.90	\$8.29	\$696.63
32 Gal	3 /wk	1.04	3.00	\$8.49	\$1.29	\$0.00	\$2.91	\$12.68	\$456.61
32 Gal	4 /wk	1.06	1.00	\$11.53	\$1.75	\$0.00	\$3.96	\$17.24	\$206.84
32 Gal	5 /wk	1.08	0.00	\$14.69	\$2.22	\$0.00	\$5.04	\$21.95	\$0.00
32 Gal	6 /wk	1.10	0.00	\$17.95	\$2.72	\$0.00	\$6.16	\$26.83	\$0.00
32 Gal	7 /wk	1.12	0.00	\$21.32	\$3.23	\$0.00	\$7.32	\$31.87	\$0.00
64 Gal	1 /wk	1.00	12.00	\$5.44	\$0.82	\$0.00	\$1.87	\$8.13	\$1,170.81
64 Gal	2 /wk	1.02	2.00	\$11.10	\$1.68	\$0.00	\$3.81	\$16.59	\$398.07
64 Gal	3 /wk	1.04	1.00	\$16.97	\$2.57	\$0.00	\$5.83	\$25.37	\$304.41
64 Gal	4 /wk	1.06	0.00	\$23.06	\$3.49	\$0.00	\$7.92	\$34.47	\$0.00
64 Gal	5 /wk	1.08	0.00	\$29.37	\$4.45	\$0.00	\$10.08	\$43.91	\$0.00
64 Gal	6 /wk	1.10	0.00	\$35.90	\$5.44	\$0.00	\$12.33	\$53.66	\$0.00
64 Gal	7 /wk	1.12	0.00	\$42.64	\$6.46	\$0.00	\$14.64	\$63.74	\$0.00
96 Gal	1 /wk	1.00	61.00	\$8.16	\$1.24	\$0.00	\$2.80	\$12.20	\$8,927.41
96 Gal	2 /wk	1.02	22.00	\$16.64	\$2.52	\$0.00	\$5.71	\$24.88	\$6,568.23
96 Gal	3 /wk	1.04	5.00	\$25.46	\$3.86	\$0.00	\$8.74	\$38.05	\$2,283.07
96 Gal	4 /wk	1.06	1.00	\$34.59	\$5.24	\$0.00	\$11.88	\$51.71	\$620.53
96 Gal	5 /wk	1.08	2.00	\$44.06	\$6.67	\$0.00	\$15.13	\$65.86	\$1,580.59
96 Gal	6 /wk	1.10	0.00	\$53.85	\$8.16	\$0.00	\$18.49	\$80.49	\$0.00
96 Gal	7 /wk	1.12	0.00	\$63.97	\$9.69	\$0.00	\$21.96	\$95.62	\$0.00

Form 1F - Commercial Organics Service
Proposed Monthly Rates

Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
1 CY,	1 /wk	1.00	23.00	<u>\$17.17</u>	<u>\$2.60</u>	<u>\$0.00</u>	<u>\$5.89</u>	<u>\$25.66</u>	<u>\$7,082.77</u>
1 CY,	2 /wk	1.02	8.00	<u>\$35.02</u>	<u>\$5.30</u>	<u>\$0.00</u>	<u>\$12.02</u>	<u>\$52.35</u>	<u>\$5,025.69</u>
1 CY,	3 /wk	1.04	10.00	<u>\$53.56</u>	<u>\$8.11</u>	<u>\$0.00</u>	<u>\$18.39</u>	<u>\$80.07</u>	<u>\$9,607.94</u>
1 CY,	4 /wk	1.06	2.00	<u>\$72.79</u>	<u>\$11.02</u>	<u>\$0.00</u>	<u>\$24.99</u>	<u>\$108.81</u>	<u>\$2,611.39</u>
1 CY,	5 /wk	1.08	1.00	<u>\$92.71</u>	<u>\$14.04</u>	<u>\$0.00</u>	<u>\$31.83</u>	<u>\$138.58</u>	<u>\$1,662.91</u>
1 CY,	6 /wk	1.10	0.00	<u>\$113.31</u>	<u>\$17.16</u>	<u>\$0.00</u>	<u>\$38.90</u>	<u>\$169.37</u>	<u>\$0.00</u>
1 CY,	7 /wk	1.12	0.00	<u>\$134.60</u>	<u>\$20.38</u>	<u>\$0.00</u>	<u>\$46.21</u>	<u>\$201.19</u>	<u>\$0.00</u>
2 CY,	1 /wk	1.00	34.00	<u>\$34.34</u>	<u>\$5.20</u>	<u>\$0.00</u>	<u>\$11.79</u>	<u>\$51.32</u>	<u>\$20,940.38</u>
2 CY,	2 /wk	1.02	7.00	<u>\$70.05</u>	<u>\$10.61</u>	<u>\$0.00</u>	<u>\$24.05</u>	<u>\$104.70</u>	<u>\$8,794.96</u>
2 CY,	3 /wk	1.04	12.00	<u>\$107.13</u>	<u>\$16.22</u>	<u>\$0.00</u>	<u>\$36.78</u>	<u>\$160.13</u>	<u>\$23,059.05</u>
2 CY,	4 /wk	1.06	4.00	<u>\$145.58</u>	<u>\$22.05</u>	<u>\$0.00</u>	<u>\$49.98</u>	<u>\$217.62</u>	<u>\$10,445.55</u>
2 CY,	5 /wk	1.08	2.00	<u>\$185.41</u>	<u>\$28.08</u>	<u>\$0.00</u>	<u>\$63.66</u>	<u>\$277.15</u>	<u>\$6,651.65</u>
2 CY,	6 /wk	1.10	1.00	<u>\$226.62</u>	<u>\$34.32</u>	<u>\$0.00</u>	<u>\$77.80</u>	<u>\$338.74</u>	<u>\$4,064.90</u>
2 CY,	7 /wk	1.12	0.00	<u>\$269.19</u>	<u>\$40.77</u>	<u>\$0.00</u>	<u>\$92.42</u>	<u>\$402.38</u>	<u>\$0.00</u>
3 CY,	1 /wk	1.00	48.00	<u>\$51.50</u>	<u>\$7.80</u>	<u>\$0.00</u>	<u>\$17.68</u>	<u>\$76.99</u>	<u>\$44,344.33</u>
3 CY,	2 /wk	1.02	6.00	<u>\$105.07</u>	<u>\$15.91</u>	<u>\$0.00</u>	<u>\$36.07</u>	<u>\$157.05</u>	<u>\$11,307.80</u>
3 CY,	3 /wk	1.04	11.00	<u>\$160.69</u>	<u>\$24.34</u>	<u>\$0.00</u>	<u>\$55.17</u>	<u>\$240.20</u>	<u>\$31,706.19</u>
3 CY,	4 /wk	1.06	3.00	<u>\$218.38</u>	<u>\$33.07</u>	<u>\$0.00</u>	<u>\$74.97</u>	<u>\$326.42</u>	<u>\$11,751.25</u>
3 CY,	5 /wk	1.08	2.00	<u>\$278.12</u>	<u>\$42.12</u>	<u>\$0.00</u>	<u>\$95.49</u>	<u>\$415.73</u>	<u>\$9,977.47</u>
3 CY,	6 /wk	1.10	2.00	<u>\$339.93</u>	<u>\$51.48</u>	<u>\$0.00</u>	<u>\$116.71</u>	<u>\$508.11</u>	<u>\$12,194.69</u>
3 CY,	7 /wk	1.12	0.00	<u>\$403.79</u>	<u>\$61.15</u>	<u>\$0.00</u>	<u>\$138.63</u>	<u>\$603.58</u>	<u>\$0.00</u>
4 CY,	1 /wk	1.00	37.00	<u>\$68.67</u>	<u>\$10.40</u>	<u>\$0.00</u>	<u>\$23.58</u>	<u>\$102.65</u>	<u>\$45,576.11</u>
4 CY,	2 /wk	1.02	10.00	<u>\$140.09</u>	<u>\$21.22</u>	<u>\$0.00</u>	<u>\$48.10</u>	<u>\$209.40</u>	<u>\$25,128.45</u>
4 CY,	3 /wk	1.04	13.00	<u>\$214.26</u>	<u>\$32.45</u>	<u>\$0.00</u>	<u>\$73.56</u>	<u>\$320.26</u>	<u>\$49,961.28</u>
4 CY,	4 /wk	1.06	7.00	<u>\$291.17</u>	<u>\$44.10</u>	<u>\$0.00</u>	<u>\$99.97</u>	<u>\$435.23</u>	<u>\$36,559.43</u>
4 CY,	5 /wk	1.08	1.00	<u>\$370.83</u>	<u>\$56.16</u>	<u>\$0.00</u>	<u>\$127.32</u>	<u>\$554.30</u>	<u>\$6,651.65</u>
4 CY,	6 /wk	1.10	1.00	<u>\$453.24</u>	<u>\$68.64</u>	<u>\$0.00</u>	<u>\$155.61</u>	<u>\$677.48</u>	<u>\$8,129.79</u>
4 CY,	7 /wk	1.12	1.00	<u>\$538.39</u>	<u>\$81.54</u>	<u>\$0.00</u>	<u>\$184.84</u>	<u>\$804.77</u>	<u>\$9,657.21</u>

Form 1F - Commercial Organics Service
Proposed Monthly Rates

Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
5 CY,	1 /wk	1.00	0.00	<u>\$85.84</u>	<u>\$13.00</u>	<u>\$0.00</u>	<u>\$29.47</u>	<u>\$128.31</u>	<u>\$0.00</u>
5 CY,	2 /wk	1.02	0.00	<u>\$175.11</u>	<u>\$26.52</u>	<u>\$0.00</u>	<u>\$60.12</u>	<u>\$261.75</u>	<u>\$0.00</u>
5 CY,	3 /wk	1.04	0.00	<u>\$267.82</u>	<u>\$40.56</u>	<u>\$0.00</u>	<u>\$91.95</u>	<u>\$400.33</u>	<u>\$0.00</u>
5 CY,	4 /wk	1.06	0.00	<u>\$363.96</u>	<u>\$55.12</u>	<u>\$0.00</u>	<u>\$124.96</u>	<u>\$544.04</u>	<u>\$0.00</u>
5 CY,	5 /wk	1.08	0.00	<u>\$463.54</u>	<u>\$70.20</u>	<u>\$0.00</u>	<u>\$159.14</u>	<u>\$692.88</u>	<u>\$0.00</u>
5 CY,	6 /wk	1.10	0.00	<u>\$566.54</u>	<u>\$85.80</u>	<u>\$0.00</u>	<u>\$194.51</u>	<u>\$846.85</u>	<u>\$0.00</u>
5 CY,	7 /wk	1.12	0.00	<u>\$672.99</u>	<u>\$101.92</u>	<u>\$0.00</u>	<u>\$231.05</u>	<u>\$1,005.96</u>	<u>\$0.00</u>
6 CY,	1 /wk	1.00	2.00	<u>\$103.01</u>	<u>\$15.60</u>	<u>\$0.00</u>	<u>\$35.37</u>	<u>\$153.97</u>	<u>\$3,695.36</u>
6 CY,	2 /wk	1.02	0.00	<u>\$210.14</u>	<u>\$31.82</u>	<u>\$0.00</u>	<u>\$72.15</u>	<u>\$314.11</u>	<u>\$0.00</u>
6 CY,	3 /wk	1.04	1.00	<u>\$321.38</u>	<u>\$48.67</u>	<u>\$0.00</u>	<u>\$110.34</u>	<u>\$480.40</u>	<u>\$5,764.76</u>
6 CY,	4 /wk	1.06	0.00	<u>\$436.75</u>	<u>\$66.14</u>	<u>\$0.00</u>	<u>\$149.95</u>	<u>\$652.85</u>	<u>\$0.00</u>
6 CY,	5 /wk	1.08	0.00	<u>\$556.24</u>	<u>\$84.24</u>	<u>\$0.00</u>	<u>\$190.97</u>	<u>\$831.46</u>	<u>\$0.00</u>
6 CY,	6 /wk	1.10	0.00	<u>\$679.85</u>	<u>\$102.96</u>	<u>\$0.00</u>	<u>\$233.41</u>	<u>\$1,016.22</u>	<u>\$0.00</u>
6 CY,	7 /wk	1.12	0.00	<u>\$807.58</u>	<u>\$122.30</u>	<u>\$0.00</u>	<u>\$277.26</u>	<u>\$1,207.15</u>	<u>\$0.00</u>

Total Annual Rate Revenue - Commercial Organic Materials Cart/Bin Service

\$436,785.78

Note: Compactor Rates shall be two times the Bin Rates

Form 1G - Permanent Solid Waste Roll-Off Box Service
Proposed Monthly Rates

Permanent Solid Waste Roll-Off Box Service

Service Area No. 1 ☒

Service Area No. 3 ☐

Proposer Name:

Service Area No. 2 ☐

Service Area No. 4 ☐

Service Level			Year 1						
Assumed LBS./CY	120		Proposed Solid Waste Rates				Per Cubic-Yard Rate		
							\$16.10		
							\$1.72		
							\$5.31		
							\$23.13		
(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)
Service Level			Year 1						
Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
				[A * F * G * H]	[B * F * G * H]	[C * F * G * H]	[D * F * G * H]	[J + K + L + M]	[I + N * 12]
10 CY,	1 /wk	1.00	26.00	\$160.95	\$0.00	\$17.22	\$53.12	\$231.29	\$72,164.03
10 CY,	2 /wk	1.02	0.00	\$328.34	\$0.00	\$35.13	\$108.37	\$471.84	\$0.00
10 CY,	3 /wk	1.04	0.00	\$502.16	\$0.00	\$53.73	\$165.75	\$721.64	\$0.00
10 CY,	4 /wk	1.06	0.00	\$682.43	\$0.00	\$73.01	\$225.25	\$980.69	\$0.00
10 CY,	5 /wk	1.08	0.00	\$869.13	\$0.00	\$92.99	\$286.87	\$1,248.99	\$0.00
10 CY,	6 /wk	1.10	0.00	\$1,062.27	\$0.00	\$113.65	\$350.62	\$1,526.55	\$0.00
10 CY,	7 /wk	1.12	0.00	\$1,261.85	\$0.00	\$135.00	\$416.50	\$1,813.35	\$0.00
20 CY,	1 /wk	1.00	14.00	\$321.90	\$0.00	\$34.44	\$106.25	\$462.59	\$77,715.11
20 CY,	2 /wk	1.02	0.00	\$656.68	\$0.00	\$70.26	\$216.75	\$943.68	\$0.00
20 CY,	3 /wk	1.04	0.00	\$1,004.33	\$0.00	\$107.45	\$331.50	\$1,443.28	\$0.00
20 CY,	4 /wk	1.06	0.00	\$1,364.86	\$0.00	\$146.03	\$450.50	\$1,961.38	\$0.00
20 CY,	5 /wk	1.08	0.00	\$1,738.26	\$0.00	\$185.98	\$573.75	\$2,497.99	\$0.00
20 CY,	6 /wk	1.10	0.00	\$2,124.54	\$0.00	\$227.30	\$701.25	\$3,053.09	\$0.00
20 CY,	7 /wk	1.12	0.00	\$2,523.70	\$0.00	\$270.01	\$833.00	\$3,626.71	\$0.00

Form 1G - Permanent Solid Waste Roll-Off Box Service
Proposed Monthly Rates

Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
30 CY,	1 /wk	1.00	20.00	<u>\$482.85</u>	<u>\$0.00</u>	<u>\$51.66</u>	<u>\$159.37</u>	<u>\$693.88</u>	<u>\$166,532.38</u>
30 CY,	2 /wk	1.02	0.00	<u>\$985.01</u>	<u>\$0.00</u>	<u>\$105.39</u>	<u>\$325.12</u>	<u>\$1,415.53</u>	<u>\$0.00</u>
30 CY,	3 /wk	1.04	0.00	<u>\$1,506.49</u>	<u>\$0.00</u>	<u>\$161.18</u>	<u>\$497.25</u>	<u>\$2,164.92</u>	<u>\$0.00</u>
30 CY,	4 /wk	1.06	0.00	<u>\$2,047.28</u>	<u>\$0.00</u>	<u>\$219.04</u>	<u>\$675.75</u>	<u>\$2,942.07</u>	<u>\$0.00</u>
30 CY,	5 /wk	1.08	0.00	<u>\$2,607.39</u>	<u>\$0.00</u>	<u>\$278.96</u>	<u>\$860.62</u>	<u>\$3,746.98</u>	<u>\$0.00</u>
30 CY,	6 /wk	1.10	0.00	<u>\$3,186.81</u>	<u>\$0.00</u>	<u>\$340.96</u>	<u>\$1,051.87</u>	<u>\$4,579.64</u>	<u>\$0.00</u>
30 CY,	7 /wk	1.12	0.00	<u>\$3,785.54</u>	<u>\$0.00</u>	<u>\$405.01</u>	<u>\$1,249.50</u>	<u>\$5,440.06</u>	<u>\$0.00</u>
40 CY,	1 /wk	1.00	7.00	<u>\$643.80</u>	<u>\$0.00</u>	<u>\$68.88</u>	<u>\$212.50</u>	<u>\$925.18</u>	<u>\$77,715.11</u>
40 CY,	2 /wk	1.02	0.00	<u>\$1,313.35</u>	<u>\$0.00</u>	<u>\$140.52</u>	<u>\$433.50</u>	<u>\$1,887.37</u>	<u>\$0.00</u>
40 CY,	3 /wk	1.04	0.00	<u>\$2,008.66</u>	<u>\$0.00</u>	<u>\$214.91</u>	<u>\$663.00</u>	<u>\$2,886.56</u>	<u>\$0.00</u>
40 CY,	4 /wk	1.06	0.00	<u>\$2,729.71</u>	<u>\$0.00</u>	<u>\$292.05</u>	<u>\$901.00</u>	<u>\$3,922.76</u>	<u>\$0.00</u>
40 CY,	5 /wk	1.08	0.00	<u>\$3,476.52</u>	<u>\$0.00</u>	<u>\$371.95</u>	<u>\$1,147.50</u>	<u>\$4,995.97</u>	<u>\$0.00</u>
40 CY,	6 /wk	1.10	0.00	<u>\$4,249.08</u>	<u>\$0.00</u>	<u>\$454.61</u>	<u>\$1,402.50</u>	<u>\$6,106.19</u>	<u>\$0.00</u>
40 CY,	7 /wk	1.12	0.00	<u>\$5,047.39</u>	<u>\$0.00</u>	<u>\$540.02</u>	<u>\$1,666.00</u>	<u>\$7,253.41</u>	<u>\$0.00</u>

Total Annual Rate Revenue - Permanent Solid Waste Roll-Off Box Service

\$394,126.63

Note: Compactor Rates shall be two times the Roll-off Box Rates

Form 1H - Permanent Organic Materials Roll-Off Box Service
Proposed Monthly Rates

Permanent Organics Roll-Off Box Service

Service Area No. 1 ☒

Service Area No. 3 ☐

Service Area No. 2 ☐

Service Area No. 4 ☐

Proposer Name:

Service Level			Year 1						
Assumed LBS./CY	200		Proposed Solid Waste Rates					Per Cubic-Yard Rate	
								\$12.88	
								\$2.60	
								\$4.61	
								\$20.09	
			* Fee Component shall equal __% of Total						
(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)
Service Level			Year 1						
Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
				[A * F * G * H]	[B * F * G * H]	[C * F * G * H]	[D * F * G * H]	[J + K + L + M]	[I + N + 12]
10 CY,	1 /wk	1.00	6.00	\$128.76	\$26.00	\$0.00	\$46.14	\$200.90	\$14,465.15
10 CY,	2 /wk	1.02	0.00	\$262.67	\$53.04	\$0.00	\$94.14	\$409.85	\$0.00
10 CY,	3 /wk	1.04	0.00	\$401.73	\$81.12	\$0.00	\$143.97	\$626.82	\$0.00
10 CY,	4 /wk	1.06	0.00	\$545.94	\$110.24	\$0.00	\$195.65	\$851.84	\$0.00
10 CY,	5 /wk	1.08	0.00	\$695.30	\$140.40	\$0.00	\$249.18	\$1,084.89	\$0.00
10 CY,	6 /wk	1.10	0.00	\$849.82	\$171.60	\$0.00	\$304.56	\$1,325.97	\$0.00
10 CY,	7 /wk	1.12	0.00	\$1,009.48	\$203.84	\$0.00	\$361.78	\$1,575.09	\$0.00
20 CY,	1 /wk	1.00	4.00	\$257.52	\$52.00	\$0.00	\$92.29	\$401.81	\$19,286.86
20 CY,	2 /wk	1.02	0.00	\$525.34	\$106.08	\$0.00	\$188.27	\$819.69	\$0.00
20 CY,	3 /wk	1.04	0.00	\$803.46	\$162.24	\$0.00	\$287.94	\$1,253.65	\$0.00
20 CY,	4 /wk	1.06	0.00	\$1,091.88	\$220.48	\$0.00	\$391.31	\$1,703.67	\$0.00
20 CY,	5 /wk	1.08	0.00	\$1,390.61	\$280.80	\$0.00	\$498.36	\$2,169.77	\$0.00
20 CY,	6 /wk	1.10	0.00	\$1,699.63	\$343.20	\$0.00	\$609.11	\$2,651.94	\$0.00
20 CY,	7 /wk	1.12	0.00	\$2,018.96	\$407.68	\$0.00	\$723.55	\$3,150.19	\$0.00

Form 1H - Permanent Organic Materials Roll-Off Box Service
Proposed Monthly Rates

Size	Freq.	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue
30 CY,	1 /wk	1.00	8.00	<u>\$386.28</u>	<u>\$78.00</u>	<u>\$0.00</u>	<u>\$138.43</u>	<u>\$602.71</u>	<u>\$57,860.58</u>
30 CY,	2 /wk	1.02	0.00	<u>\$788.01</u>	<u>\$159.12</u>	<u>\$0.00</u>	<u>\$282.41</u>	<u>\$1,229.54</u>	<u>\$0.00</u>
30 CY,	3 /wk	1.04	0.00	<u>\$1,205.19</u>	<u>\$243.36</u>	<u>\$0.00</u>	<u>\$431.92</u>	<u>\$1,880.47</u>	<u>\$0.00</u>
30 CY,	4 /wk	1.06	0.00	<u>\$1,637.83</u>	<u>\$330.72</u>	<u>\$0.00</u>	<u>\$586.96</u>	<u>\$2,555.51</u>	<u>\$0.00</u>
30 CY,	5 /wk	1.08	0.00	<u>\$2,085.91</u>	<u>\$421.20</u>	<u>\$0.00</u>	<u>\$747.55</u>	<u>\$3,254.66</u>	<u>\$0.00</u>
30 CY,	6 /wk	1.10	0.00	<u>\$2,549.45</u>	<u>\$514.80</u>	<u>\$0.00</u>	<u>\$913.67</u>	<u>\$3,977.92</u>	<u>\$0.00</u>
30 CY,	7 /wk	1.12	0.00	<u>\$3,028.44</u>	<u>\$611.52</u>	<u>\$0.00</u>	<u>\$1,085.33</u>	<u>\$4,725.28</u>	<u>\$0.00</u>
40 CY,	1 /wk	1.00	2.00	<u>\$515.04</u>	<u>\$104.00</u>	<u>\$0.00</u>	<u>\$184.58</u>	<u>\$803.62</u>	<u>\$19,286.86</u>
40 CY,	2 /wk	1.02	0.00	<u>\$1,050.68</u>	<u>\$212.16</u>	<u>\$0.00</u>	<u>\$376.54</u>	<u>\$1,639.38</u>	<u>\$0.00</u>
40 CY,	3 /wk	1.04	0.00	<u>\$1,606.92</u>	<u>\$324.48</u>	<u>\$0.00</u>	<u>\$575.89</u>	<u>\$2,507.29</u>	<u>\$0.00</u>
40 CY,	4 /wk	1.06	0.00	<u>\$2,183.77</u>	<u>\$440.96</u>	<u>\$0.00</u>	<u>\$782.62</u>	<u>\$3,407.35</u>	<u>\$0.00</u>
40 CY,	5 /wk	1.08	0.00	<u>\$2,781.22</u>	<u>\$561.60</u>	<u>\$0.00</u>	<u>\$996.73</u>	<u>\$4,339.54</u>	<u>\$0.00</u>
40 CY,	6 /wk	1.10	0.00	<u>\$3,399.26</u>	<u>\$686.40</u>	<u>\$0.00</u>	<u>\$1,218.22</u>	<u>\$5,303.89</u>	<u>\$0.00</u>
40 CY,	7 /wk	1.12	0.00	<u>\$4,037.91</u>	<u>\$815.36</u>	<u>\$0.00</u>	<u>\$1,447.10</u>	<u>\$6,300.37</u>	<u>\$0.00</u>

Total Annual Rate Revenue - Permanent Organic Materials Roll-Off Box Service

\$110,899.45

Note: Compactor Rates shall be two times the Roll-off Box Rates

Form 1I - Special Charges Rate Proposal

Proposer Name:

Service Area No. 1 ☒

Service Area No. 3 ☐

Service Area No. 2 ☐

Service Area No. 4 ☐

Special Charges*

Extra Pick-Ups (Carts)

Solid Waste

\$0.20	/gallon/pick-up
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Recyclable Materials

\$ 0.10	/gallon/pick-up
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Green Waste

\$ 0.16	/gallon/pick-up
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Extra Pick-Ups (Bins/Roll-Off Boxes/Compactors)

Solid Waste

\$ 22.00	/cubic yard/pick-up
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Recyclable Materials

\$ 11.00	/cubic yard/pick-up
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Green Waste

\$ 17.60	/cubic yard/pick-up
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Lock Service

\$ 5.00	/lock/month
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Enclosure Access Charge

\$ 5.00	/enclosure/month
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Push or Pull Charge

\$ 8.00	/25 feet/month
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Container Cleaning

\$ 35.00	/cleaning
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Weight Surcharge (solid waste containers
exceeding 300lbs per cubic yard)

\$ 29.00	/ton
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Container Replacement (in addition to one per year at
no additional cost)

\$ 60.00	/replacement
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*All costs related to providing these special charges shall be included on Rate and Cost Proposal Forms 8, 8A through 8D, where applicable.

ATTACHMENT 11: CITY-OWNED COLLECTION EQUIPMENT

Attachment 11: City-Owned Collection Equipment

The selected contractor for each service area is required to purchase the following equipment from the City for the service area they are selected for:

Service Area 1 - Northwest Quadrant

Equipment	Quantity	Average Per Unit Value	Total
Front-End-Loader Truck	11	\$ 146,064	\$ 1,606,704
1 Cubic Yard Bins - Solid Waste	321	\$ 358	\$ 114,918
2 Cubic Yard Bins - Solid Waste	372	\$ 430	\$ 159,960
3 Cubic Yard Bins - Solid Waste	461	\$ 488	\$ 224,968
4 Cubic Yard Bins - Solid Waste	395	\$ 561	\$ 221,595
5 Cubic Yard Bins - Solid Waste	0	\$ 647	\$ -
6 Cubic Yard Bins - Solid Waste	37	\$ 734	\$ 27,158
1 Cubic Yard Bins - Recycling	230	\$ 358	\$ 82,340
2 Cubic Yard Bins - Recycling	244	\$ 430	\$ 104,920
3 Cubic Yard Bins - Recycling	218	\$ 488	\$ 106,384
4 Cubic Yard Bins - Recycling	494	\$ 561	\$ 277,134
5 Cubic Yard Bins - Recycling	0	\$ 647	\$ -
6 Cubic Yard Bins - Recycling	33	\$ 734	\$ 24,222
Total Equipment Purchase Price - Service Area 1			\$ 2,950,303

Service Area 2 - Northeast Quadrant

Equipment	Quantity	Average Per Unit Value	Total
Front-End-Loader Truck	11	\$ 145,184	\$ 1,597,028
1 Cubic Yard Bins - Solid Waste	254	\$ 358	\$ 90,932
2 Cubic Yard Bins - Solid Waste	384	\$ 430	\$ 165,120
3 Cubic Yard Bins - Solid Waste	502	\$ 488	\$ 244,976
4 Cubic Yard Bins - Solid Waste	362	\$ 561	\$ 203,082
5 Cubic Yard Bins - Solid Waste	1	\$ 647	\$ 647
6 Cubic Yard Bins - Solid Waste	30	\$ 734	\$ 22,020
1 Cubic Yard Bins - Recycling	254	\$ 358	\$ 90,932
2 Cubic Yard Bins - Recycling	237	\$ 430	\$ 101,910
3 Cubic Yard Bins - Recycling	220	\$ 488	\$ 107,360
4 Cubic Yard Bins - Recycling	386	\$ 561	\$ 216,546
5 Cubic Yard Bins - Recycling	0	\$ 647	\$ -
6 Cubic Yard Bins - Recycling	34	\$ 734	\$ 24,956
Total Equipment Purchase Price - Service Area 2			\$ 2,865,509

Attachment 11: City-Owned Collection Equipment

The selected contractor for each service area is required to purchase the following equipment from the City for the service area they are selected for:

Service Area 3 - Southeast Quadrant

Equipment	Quantity	Average Per Unit Value	Total
Front-End-Loader Truck	10	\$ 157,932	\$ 1,579,323
1 Cubic Yard Bins - Solid Waste	576	\$ 358	\$ 206,208
2 Cubic Yard Bins - Solid Waste	543	\$ 430	\$ 233,490
3 Cubic Yard Bins - Solid Waste	449	\$ 488	\$ 219,112
4 Cubic Yard Bins - Solid Waste	491	\$ 561	\$ 275,451
5 Cubic Yard Bins - Solid Waste	9	\$ 647	\$ 5,823
6 Cubic Yard Bins - Solid Waste	52	\$ 734	\$ 38,168
1 Cubic Yard Bins - Recycling	267	\$ 358	\$ 95,586
2 Cubic Yard Bins - Recycling	356	\$ 430	\$ 153,080
3 Cubic Yard Bins - Recycling	182	\$ 488	\$ 88,816
4 Cubic Yard Bins - Recycling	406	\$ 561	\$ 227,766
5 Cubic Yard Bins - Recycling	0	\$ 647	\$ -
6 Cubic Yard Bins - Recycling	32	\$ 734	\$ 23,488
Total Equipment Purchase Price - Service Area 3			\$ 3,146,311

Service Area 4 - Southwest Quadrant

Equipment	Quantity	Average Per Unit Value	Total
Front-End-Loader Truck	10	\$ 158,220	\$ 1,582,205
1 Cubic Yard Bins - Solid Waste	785	\$ 358	\$ 281,030
2 Cubic Yard Bins - Solid Waste	518	\$ 430	\$ 222,740
3 Cubic Yard Bins - Solid Waste	421	\$ 488	\$ 205,448
4 Cubic Yard Bins - Solid Waste	365	\$ 561	\$ 204,765
5 Cubic Yard Bins - Solid Waste	11	\$ 647	\$ 7,117
6 Cubic Yard Bins - Solid Waste	49	\$ 734	\$ 35,966
1 Cubic Yard Bins - Recycling	406	\$ 358	\$ 145,348
2 Cubic Yard Bins - Recycling	386	\$ 430	\$ 165,980
3 Cubic Yard Bins - Recycling	170	\$ 488	\$ 82,960
4 Cubic Yard Bins - Recycling	403	\$ 561	\$ 226,083
5 Cubic Yard Bins - Recycling	0	\$ 647	\$ -
6 Cubic Yard Bins - Recycling	49	\$ 734	\$ 35,966
Total Equipment Purchase Price - Service Area 4			\$ 3,195,608

ATTACHMENT 12: CITY FACILITY SERVICE LOCATIONS

City Of Fresno: City Owned Parcel Report

Wednesday, June 16, 2010

QUAD		ADDRESS	BUSINESS NAME	TYPE	QTY	BIN SIZE	NUM of SVC DAYS	LCIDN	Responsible DEPT	Proposed USE
NE										
	1343	E Barstow #B	Wesley Methodist Church	TB	1	3	1	54926	PARKS	EL DORADO PARK
	1343	E Barstow #C	Pre Headstart	TB	1	3	2	54928	PARKS	EL DORADO PARK
	1343	E BARSTOW AVE	Pre Headstart	RB	1	1	1	54928	PARKS	EL DORADO PARK
	1343	E BARSTOW AVE	Wesley Methodist Church	RB	1	4	1	54926	PARKS	EL DORADO PARK
	4343	E Gettysburg	CITY OF FRESNO FIRE STA 6	TB	1	1	1	146226	FIRE	FIRE STA#6/PS #73
	4343	E Gettysburg	CITY OF FRESNO FIRE STA 6	RB	1	1	1	146226	FIRE	FIRE STA#6/PS #73
	4343	E GETTYSBURG AVE	CITY OF FRESNO FIRE STA 6	GT	1	96	1	146226	FIRE	FIRE STA#6/PS #73
	815	E Nees	CITY OF FRESNO FIRE STA 13	TB	1	1	2	32920	FIRE	FIRE STATION #13
	815	E NEES AVE	CITY OF FRESNO FIRE STA 13	RB	1	1	1	32920	FIRE	FIRE STATION #13
	815	E NEES AVE	CITY OF FRESNO FIRE STA 13	GT	4	96	1	32920	FIRE	FIRE STATION #13
	2024	E PONTIAC WAY	City of Fresno Recreation	TB	1	1	1	234802	PARKS	PARK
	2024	E PONTIAC WAY	City of Fresno Recreation	RB	1	1	1	234802	PARKS	PARK
	10120	N Chestnut Ave	City of Fresno Water	TB	1	3	1	268850	DPU/WASTEWATER	SURFACE TREATMENT SITE
	10120	N CHESTNUT AVE	CITY OF FRESNO WATER*	TB	2	2	2	268850	DPU/WASTEWATER	SURFACE TREATMENT SITE
	10120	N CHESTNUT AVE	CITY OF FRESNO WATER*	RB	1	2	1	268850	DPU/WASTEWATER	SURFACE TREATMENT SITE
	4750	N FRESNO	Cary Park	RB	1	2	2	211374	PARCS	CARY PARK
	3131	N FRESNO ST	CITY OF FRESNO FIRE STA 5	GT	2	96	1	109942	FIRE	FIRE STATION #5/PS #69
	3131	N FRESNO ST	CITY OF FRESNO FIRE STA 5	RT	1	96	1	109942	FIRE	FIRE STATION #5/PS #69
	4750	N Fresno St	Cary Park	TB	1	2	2	211374	PARCS	CARY PARK
	5544	N FRESNO ST	CITY OF FRESNO FIRE STA 11	RB	1	2	2	184054	FIRE	FIRE STATION #11
	5544	N FRESNO ST	CITY OF FRESNO FIRE STA 11	TB	1	3	2	184054	FIRE	FIRE STATION #11
	7775	N FRIANT RD	Woodward Park*	RB	3	4	1	325370	PARKS	WOODWARD PARK/PS #129
	7775	N FRIANT RD	Woodward Park*	TB	2	4	1	325370	PARKS	WOODWARD PARK/PS #129
	7775	N FRIANT RD	Woodward Park*	TB	1	5	3	325370	PARKS	WOODWARD PARK/PS #129
	7775	N FRIANT RD	WOODWARD PARK	TB	6	4	3	325370	PARKS	WOODWARD PARK/PS #129
	10512	N MAPLE AVE	CITY OF FRESNO FIRE STA 17	TT	2	96	2	408560	FIRE	FUTURE FIRE STATION # 21/PS #310
	10512	N MAPLE AVE	CITY OF FRESNO FIRE STA 17	GT	2	96	1	408560	FIRE	FUTURE FIRE STATION # 21/PS #310

QUAD		ADDRESS	BUSINESS NAME	TYPE	QTY	BIN SIZE	NUM of SVC DAYS	LCIDN	Responsible DEPT	Proposed USE
	10512	N MAPLE AVE	CITY OF FRESNO FIRE STA 17	RT	2	96	1	408560	FIRE	FUTURE FIRE STATION # 21/PS #310
NW										
	4170	N BRIX AVE	CITY OF FRESNO POLICE	RT	1	96	1	141452	FIRE	FIRE STATION #16
	4170	N BRIX AVE	CITY OF FRESNO POLICE	GT	1	96	1	141452	FIRE	FIRE STATION #16
	4170	N BRIX AVE	CITY OF FRESNO POLICE	TT	1	96	1	141452	FIRE	FIRE STATION #16
	6239	N POLK AVE	CITY OF FRESNO FIRE STA 14	TB	1	1	2	214156	PARKS	STALLION PARK
	6239	N POLK AVE	CITY OF FRESNO FIRE STA 14	RB	1	2	2	214156	PARKS	STALLION PARK
	7672	N Riverside Cntr Cl	Riverside Mini Golf*	TB	1	4	2	205552	PARKS	
	7672	N Riverside Cntry	Riverside Mini Golf*	RB	1	4	2	205552	PARKS	
	7170	N San Pablo	City of Fresno Recreation	TB	1	3	1	203296	PARKS	PINEDALE NEIGHBORHOOD CENTER
	7170	N SAN PABLO AVE	City of Fresno Recreation	RB	1	4	1	203296	PARKS	PINEDALE NEIGHBORHOOD CENTER
	5140	N State	City of Fresno Park	TB	1	1	2	176220	PARKS	HIGHWAY CITY NEIGHBORHOOD CTR
	7114	N West	CITY OF FRESNO FIRE STA 2	TB	1	1	1	203072	FIRE	FIRE STATION #2
	7114	N WEST AVE	CITY OF FRESNO FIRE STA 2	RB	1	1	1	203072	FIRE	FIRE STATION #2
	2874	W Acacia	CITY OF FRESNO FIRE STA 12	TB	1	1	1	103120	FIRE	FIRE STATION #12
	2874	W ACACIA	Fresno City Fire #12	RB	1	1	1	103120	FIRE	FIRE STATION #12
	2874	W ACACIA AVE	CITY OF FRESNO FIRE STA 12	GT	2	96	1	103120	FIRE	FIRE STATION #12
	5171	W FAIRMONT AVE	CITY OF FRESNO WATER	TB	1	1	1	176852	DPU/WATER	PS #105
SE										
	5545	E AIRCORP	Fire Station	TB	1	1	2	184062	AIRPORTS	AIRPORTS/FS/PS #8A,113/ABAND PS #111
	5484	E AIRCORP WAY	Rogers Helicopters	TB	1	1	2	182868	AIRPORTS	AIRPORTS/FS/PS #8A,113/ABAND PS #111
	5484	E AIRCORP WAY	Rogers Helicopters	RB	1	2	1	182868	AIRPORTS	AIRPORTS/FS/PS #8A,113/ABAND PS #111
	5508	E AIRCORP WAY	Harry Roger	RB	1	1	1	372014	AIRPORTS	AIRPORTS/FS/PS #8A,113/ABAND PS #111
	5508	E AIRCORP WAY	Harry Roger	TB	1	1	1	372014	AIRPORTS	AIRPORTS/FS/PS #8A,113/ABAND PS #111
	5545	E Aircorp Way	CITY OF FRESNO FIRE STA 10	RB	1	2	1	184062	AIRPORTS	AIRPORTS/FS/PS #8A,113/ABAND PS #111
	5545	E AIRCORP WAY	CITY OF FRESNO FIRE STA 10	GT	2	96	1	184062	AIRPORTS	AIRPORTS/FS/PS #8A,113/ABAND PS #111
	5570	E AIRCORP WAY	CITY OF FRESNO AIRPORT DEPT	TT	1	64	1	184526	AIRPORTS	AIRPORTS/FS/PS #8A,113/ABAND PS #111
	5440	E Airways	Airways Golf Course	TB	1	4	2	181868	PARKS	AIRWAYS GOLF COURSE
	5440	E Airways	Airways Golf Course	TB	1	3	2	181868	PARKS	AIRWAYS GOLF COURSE
	5350	E AIRWAYS BLVD	City of Fresno Airport Dept	RB	1	2	1	456964	AIRPORTS	ADJACENT TO AIRPORT/PS #306

QUAD		ADDRESS	BUSINESS NAME	TYPE	QTY	BIN SIZE	NUM of SVC DAYS	LCIDN	Responsible DEPT	Proposed USE
	5350	E AIRWAYS BLVD	City of Fresno Airport Dept	TB	1	2	1	456964	AIRPORTS	ADJACENT TO AIRPORT/PS #306
	5440	E AIRWAYS BLVD	Airways Golf Course	RB	2	3	1	181868	PARKS	AIRWAYS GOLF COURSE
	4985	E Andersen	Trinity Aviation	TB	1	1	2	172918	AIRPORTS	AIRPORT
	4995	E ANDERSEN	Airport Department	TT	1	96	0	173058	AIRPORTS	AIRPORT
	5005	E Andersen	Mercury Air Center	TB	1	3	2	173130	AIRPORTS	AIRPORT
	5005	E ANDERSEN	Mercury Air Center	RB	1	3	2	173130	AIRPORTS	AIRPORT
	5029	E ANDERSEN	Mercury Air Center	TB	1	2	2	173584	AIRPORTS	AIRPORT
	5042	E Andersen	City of Fresno - FAT	TB	1	2	1	173944	AIRPORTS	ADJACENT TO AIRPORT
	5045	E ANDERSEN	Mercury Air Center	RB	1	3	1	174028	AIRPORTS	AIRPORT
	5045	E Andersen	Mercury Air Center	TB	1	2	2	174028	AIRPORTS	AIRPORT
	5055	E Andersen	Federal Aviation Agency	TB	1	3	2	174324	AIRPORTS	AIRPORT
	4910	E ANDERSEN AVE	Airport Mini Storage	RB	1	2	1	170994	AIRPORTS	AIRPORT
	4955	E ANDERSEN AVE	MERCURY AIR CENTER	TB	1	1	2	172320	AIRPORTS	AIRPORT
	4955	E ANDERSEN AVE	MERCURY AIR CENTER	RB	1	4	2	172320	AIRPORTS	AIRPORT
	4985	E ANDERSEN AVE	Trinity Aviation	RB	1	2	1	172918	AIRPORTS	AIRPORT
	4995	E ANDERSEN AVE	Airport Department	GT	1	96	1	173058	AIRPORTS	AIRPORT
	5029	E ANDERSEN AVE	Mercury Air Center	RB	1	2	1	173584	AIRPORTS	AIRPORT
	5042	E ANDERSEN AVE	City of Fresno - FAT	RB	1	4	1	173944	AIRPORTS	ADJACENT TO AIRPORT
	5055	E ANDERSEN AVE	Federal Aviation Agency	RB	1	2	1	174324	AIRPORTS	AIRPORT
	5074	E ANDERSEN AVE	CITY OF FRESNO AIRPORT DEPT	RB	1	1	1	471016	AIRPORTS	AIRPORT
	5074	E ANDERSEN AVE	CITY OF FRESNO AIRPORT DEPT	RB	1	2	2	293490	AIRPORTS	AIRPORT
	5074	E ANDERSEN AVE	CITY OF FRESNO AIRPORT DEPT	TB	1	4	1	293490	AIRPORTS	AIRPORT
	5074	E ANDERSEN AVE	CITY OF FRESNO AIRPORT DEPT	TB	1	1	2	471018	AIRPORTS	AIRPORT
	5074	E ANDERSEN AVE	CITY OF FRESNO AIRPORT DEPT	TB	1	1	1	471016	AIRPORTS	AIRPORT
	5074	E ANDERSEN AVE	CITY OF FRESNO AIRPORT DEPT	RB	1	4	3	471012	AIRPORTS	AIRPORT
	5074	E ANDERSEN AVE	CITY OF FRESNO AIRPORT DEPT	TB	1	3	2	471012	AIRPORTS	AIRPORT
	5074	E ANDERSEN AVE	CITY OF FRESNO AIRPORT DEPT	RB	1	1	2	471018	AIRPORTS	AIRPORT
	4910	E Anderson	Airport Mini Storage	TB	1	2	2	170994	AIRPORTS	AIRPORT
	4995	E Balch	CITY OF FRESNO	TB	1	4	2	214044	PARKS	WILLOW-BALCH PARK
	4995	E BALCH AVE	CITY OF FRESNO	RB	1	4	1	214044	PARKS	WILLOW-BALCH PARK

QUAD		ADDRESS	BUSINESS NAME	TYPE	QTY	BIN SIZE	NUM of SVC DAYS	LCIDN	Responsible DEPT	Proposed USE
	4670	E Butler	Mosqueda Center	TB	1	6	3	159708	PARKS	MOSQUEDA COMMUNITY CENTER
	5315	E Cassino	Marine Corp. Base	TB	2	6	2	179632	PARKS	AIRWAYS GOLF COURSE
	5315	E Cassino	Marine Corp. Base	RB	1	3	1	179632	PARKS	AIRWAYS GOLF COURSE
	5130	E CLINTON	CA School of Psychology	TB	1	2	2	176016	AIRPORTS	AIRPORT
	5175	E Clinton #C	Anton Air Food	TB	2	4	3	176932	AIRPORTS	AIRPORT
	5060	E CLINTON AVE	Austin Enterprises	RB	1	4	2	174458	AIRPORTS	AIRPORT
	4969	E CLINTON WAY	East Clinton Investors	TB	1	2	2	172644	AIRPORTS	ADJACENT TO AIRPORT
	4969	E CLINTON WAY	East Clinton Investors	RB	1	3	2	172644	AIRPORTS	ADJACENT TO AIRPORT
	4995	E CLINTON WAY	F A T	RB	1	2	1	173060	AIRPORTS	AIRPORT
	4995	E CLINTON WAY	F A T	RB	1	6	1	173060	AIRPORTS	AIRPORT
	4995	E Clinton Way	F A T	TB	1	4	2	173060	AIRPORTS	AIRPORT
	5060	E Clinton Way	Austin Enterprises	TB	1	1	3	174458	AIRPORTS	AIRPORT
	5175	E CLINTON WAY	City of Fresno Fat	TB	2	6	2	176928	AIRPORTS	AIRPORT
	5130	E CLINTON WAY	CA School of Psychology	RB	1	3	2	176016	AIRPORTS	AIRPORT
	4522	E CORTLAND AVE	City of Fresno Sewer	TB	1	2	1	152450	DPU/WATER	WELL SITE
	3566	E Dakota	Einstein Park	TB	1	2	2	123418	PARKS	EINSTEIN PARK
	3566	E DAKOTA	Einstein Park	RB	1	2	2	123418	PARKS	EINSTEIN PARK
	5140	E Dakota	National Guard	TB	1	3	2	176206	AIRPORTS	ADJACENT TO AIRPORT
	5168	E Dakota	National Guard Hanger	TB	4	3	2	176772	AIRPORTS	ADJACENT TO AIRPORT
	5168	E Dakota	National Guard Hanger	RB	1	6	2	176772	AIRPORTS	ADJACENT TO AIRPORT
	5140	E DAKOTA AVE	National Guard	RB	1	2	1	176206	AIRPORTS	ADJACENT TO AIRPORT
	5168	E DAKOTA AVE	National Guard Hanger	RB	4	2	1	176772	AIRPORTS	ADJACENT TO AIRPORT
	3065	E Iowa	CITY OF FRESNO FIRE STA 4	TB	1	1	2	108132	FIRE	FIRE STATION #4
	3065	E IOWA AVE	CITY OF FRESNO FIRE STA 4	RB	1	1	1	108132	FIRE	FIRE STATION #4
	4909	E McKinley	Kentucky Fried Chicken	TB	1	4	4	227202	PARKS	DISCOVERY CENTER/PS #63
	5115	E McKinley	Piccadilly Inn Airport	TB	4	3	3	175764	AIRPORTS	AIRPORT
	5115	E McKinley	Piccadilly Inn Airport	RB	2	4	2	175764	AIRPORTS	AIRPORT
	5113	E MCKINLEY AVE	Chateau Inn	RB	1	1	1	175728	AIRPORTS	AIRPORT
	5113	E MCKINLEY AVE	Chateau Inn	TB	1	3	1	175728	AIRPORTS	AIRPORT
	5191	E MCKINLEY AVE	City of Fresno Airport Dept	RB	1	2	1	177248	AIRPORTS	AIRPORT

QUAD		ADDRESS	BUSINESS NAME	TYPE	QTY	BIN SIZE	NUM of SVC DAYS	LCIDN	Responsible DEPT	Proposed USE
	5191	E MCKINLEY AVE	City of Fresno Airport Dept	TB	1	2	1	177248	AIRPORTS	AIRPORT
	5630	E PARK CIRCLE DR	CITY OF FRESNO FIRE STA 15	GT	2	96	1	431426	FIRE	FIRE STATION #15
	5630	E PARK CIRCLE DR	CITY OF FRESNO FIRE STA 15	TT	2	96	1	431426	FIRE	FIRE STATION #15
	5630	E PARK CIRCLE DR	CITY OF FRESNO FIRE STA 15	RT	2	96	1	431426	FIRE	FIRE STATION #15
	4885	E SHIELDS AVE	City of Fresno Airport Dept	TB	1	3	2	170292	AIRPORTS	CLEAR ZONE
	4885	E SHIELDS AVE	City of Fresno Airport Dept	RB	1	4	3	170292	AIRPORTS	CLEAR ZONE
	1910	E UNIVERSITY	CITY OF FRESNO WATER	TB	1	3	3	76642	DPU/WATER	WATER YARD
	1910	E University	CITY OF FRESNO WATER	RB	1	4	2	76642	DPU/WATER	WATER YARD
	1910	E UNIVERSITY AVE	CITY OF FRESNO WATER	TT	1	96	2	76642	DPU/WATER	WATER YARD
	2970	E WELDON AVE	CITY OF FRESNO RECREATION	TT	1	64	2	105098	PARKS	BEVERLY SOCIAL CLUB 297
	3286	N AIR CARGO LN	CITY OF FRESNO AIRPORT DEPT	TB	1	4	1	483016	AIRPORTS	ADJACENT TO AIRPORT/PS #306
	3286	N AIR CARGO LN	CITY OF FRESNO AIRPORT DEPT	RB	1	4	1	483016	AIRPORTS	ADJACENT TO AIRPORT/PS #306
	2589	N AIR FRESNO	Santa Barbara Plaza	TB	1	3	3	96420	AIRPORTS	ADJACENT TO AIRPORT
	2589	N Air Fresno	Santa Barbara Plaza	TB	5	3	3	96420	AIRPORTS	ADJACENT TO AIRPORT
	2589	N Air Fresno #105	Santa Barbara Plaza	TB	1	1	2	96420	AIRPORTS	ADJACENT TO AIRPORT
	4000	N CEDAR AVE	ZONE SPORTS CENTER LLC	TT	1	64	1	304310		
	3147	N Clovis	Sandhu Brothers	TB	1	4	2	100766	AIRPORTS	AIRPORTS/FS/PS #8A,113/ABAND PS #111
	745	N FIRST	ROMAIN PLAYGROUND	RB	1	2	2	212094	PARKS	ROMAIN PARK
	2233	N First #A	Fresno Arts Center	TB	1	2	2	84538	DPU/WATER	RADIO PARK/PS #43
	745	N FIRST ST	ROMAIN PLAYGROUND	TB	1	4	2	212094	PARKS	ROMAIN PARK
	2233	N FIRST ST	Fresno Arts Center	RB	1	2	1	84538	DPU/WATER	RADIO PARK/PS #43
	3414	N FRESNO ST	MANCHESTER PARK	TB	1	2	2	118370	PARKS	MANCHESTER PARK
	2727	N Grove Indus #111	North Grove Indus. Park	TB	6	1	1	100062	AIRPORTS	ADJACENT TO AIRPORT
	2720	N Grove Indust	Santa Barbara Plaza	TB	1	4	2	96420	AIRPORTS	ADJACENT TO AIRPORT
	2666	N Grove Industrial	Santa Barbara Plaza	RB	2	4	3	96420	AIRPORTS	ADJACENT TO AIRPORT
	2727	N GROVE INDUSTRIAL	North Grove Indus. Park	TB	1	2	1	100062	AIRPORTS	ADJACENT TO AIRPORT
	2727	N GROVE INDUSTRIAL	North Grove Indus. Park	RB	1	2	1	100062	AIRPORTS	ADJACENT TO AIRPORT
	2727	N GROVE INDUSTRIAL DR	North Grove Indus. Park	RB	5	1	1	100062	AIRPORTS	ADJACENT TO AIRPORT
	2727	N GROVE INDUSTRIAL DR	North Grove Indus. Park	RB	1	2	2	100062	AIRPORTS	ADJACENT TO AIRPORT
	2441	N GROVE INDUSTRIAL DR	SANTA BARBARA PLAZA	TT	1	64	2	293422	AIRPORTS	AIRPORT

QUAD		ADDRESS	BUSINESS NAME	TYPE	QTY	BIN SIZE	NUM of SVC DAYS	LCIDN	Responsible DEPT	Proposed USE
	1264	N JACKSON AVE	CITY OF FRESNO FIRE STA 1	TB	1	2	2	51248	FIRE	FIRE STATION #1
	1264	N JACKSON AVE	CITY OF FRESNO FIRE STA 1	RB	1	2	1	51248	FIRE	FIRE STATION #1
	1264	N JACKSON AVE	CITY OF FRESNO FIRE STA 1	GT	2	96	1	51248	FIRE	FIRE STATION #1
	3770	N Pierce	Highway Patrol	TB	1	3	1	128932	AIRPORTS	ADJACENT TO AIRPORT
	3770	N PIERCE AVE	Highway Patrol	RT	1	96	2	128932	AIRPORTS	ADJACENT TO AIRPORT
	1944	N Winery	DISCOVERY CENTER	TB	1	2	2	78166	PARKS	DISCOVERY CENTER
	1944	N Winery #B	DISCOVERY CENTER	RT	2	96	1	78166	PARKS	DISCOVERY CENTER
	1944	N WINERY AVE	DISCOVERY CENTER	TT	1	96	2	78166	PARKS	DISCOVERY CENTER
	1944	N WINERY AVE	DISCOVERY CENTER	GT	7	96	1	78166	PARKS	DISCOVERY CENTER
	3050	N WINERY AVE	CITY OF FRESNO AIRPORT DEPT	GT	1	96	1	464332	AIRPORTS	AIRPORT
	3050	N WINERY AVE	CITY OF FRESNO AIRPORT DEPT	RB	1	2	1	464332	AIRPORTS	AIRPORT
	3050	N WINERY AVE	CITY OF FRESNO AIRPORT DEPT	TT	1	96	1	464332	AIRPORTS	AIRPORT
	4109	N WINERY AVE	CITY OF FRESNO WATER	TB	1	6	1	444162	DPU/WATER	WATER YARD
	1617	S Cedar	City of Fresno	TB	1	2	2	67746	PARKS	EAST FRESNO BOYS CLUB PARK
	1621	S Cedar	City of Fresno-Recreation	TB	1	3	2	67932	PARKS	EAST FRESNO BOYS CLUB PARK
	1428	S CEDAR AVE	CITY OF FRESNO FIRE STA 8	TT	2	96	1	58636	FIRE	FIRE STATION #8
	1428	S CEDAR AVE	CITY OF FRESNO FIRE STA 8	RT	2	96	1	58636	FIRE	FIRE STATION #8
	1617	S CEDAR AVE	City of Fresno	RT	1	96	1	67746	PARKS	EAST FRESNO BOYS CLUB PARK
SW										
	1350	E Annadale	Headstart/Ivy Center	TB	1	2	2	55310	PARKS	IVY NEIGHBORHOOD CENTER
	1350	E ANNADALE	Headstart/Ivy Center	TB	1	3	2	55310	PARKS	IVY NEIGHBORHOOD CENTER
	1802	E CALIFORNIA AVE	FRESNO CO EOC	TT	1	64	1	292054		
	1516	E Princeton	Lafayette Park	TB	1	2	2	62738	PARKS	LAFAYETTE PARK
	2425	FRESNO	CITY OF FRESNO RECREATION	TB	1	4	1	90884	DPU/WATER	MEMORIAL AUDITORIUM/PS #21A
	2425	FRESNO	CITY OF FRESNO RECREATION	RB	1	4	1	90884	DPU/WATER	MEMORIAL AUDITORIUM/PS #21A
	2600	Fresno	Fresno City Hall	TB	2	4	6	96546	FACILITIES	NEW CITY HALL/ NORTH 1/2
	2600	Fresno	Fresno City Hall	RB	2	4	5	96546	FACILITIES	NEW CITY HALL/ NORTH 1/2
	1406	FRESNO ST	CITY OF FRESNO FIRE STA 3	RB	1	4	2	57186	FIRE	FIRE STATION #3/CHINATOWN PARKING
	1406	FRESNO ST	CITY OF FRESNO FIRE STA 3	TB	1	2	2	57186	FIRE	FIRE STATION #3/CHINATOWN PARKING
	2326	FRESNO ST	Old City Hall	TB	1	2	6	212488	POLICE/PARKS	OLD CITY HALL/POLICE

QUAD		ADDRESS	BUSINESS NAME	TYPE	QTY	BIN SIZE	NUM of SVC DAYS	LCIDN	Responsible DEPT	Proposed USE
	2326	FRESNO ST	Old City Hall	RB	1	2	5	212488	POLICE/PARKS	OLD CITY HALL/POLICE
	2444	FRESNO ST	CITY OF FRESNO CONVENTION CTR	TT	1	64	2	289914	DPU/WATER	WATER TOWER/ABAND PS #1
	665	FULTON	Densmore Engines	TB	1	3	1	26634	RDA	
	2101	G	City Yard/Veh Repair Bays	TB	2	1	2	326202	FACILITIES	CORP YARD
	2101	G	City of Fresno Facilities	TB	1	6	1	376696	FACILITIES	CORP YARD
	2101	G	CITY OF FRESNO FACILITIES	TB	1	2	2	376698	FACILITIES	CORP YARD
	2223	G	City of Fresno FAX	TB	1	1	0	84072	FACILITIES	CORP YARD
	2101	G ST	City Yard	RB	1	2	2	373782	FACILITIES	CORP YARD
	2101	G ST	City Yard/Sanitation	RB	3	1	2	373776	FACILITIES	CORP YARD
	2101	G ST	City Yard	TB	1	1	1	373782	FACILITIES	CORP YARD
	2101	G ST	City Yard/Sewer	RB	1	1	2	373772	FACILITIES	CORP YARD
	2101	G ST	CITY OF FRESNO	RT	1	96	1	373788	FACILITIES	CORP YARD
	2101	G ST	City Yard/Vehicle Wash Canopy	RB	1	2	2	369364	FACILITIES	CORP YARD
	2101	G ST	City Yard/Vehicle Wash Canopy	TB	2	3	2	369364	FACILITIES	CORP YARD
	2101	G ST	City Yard/Gas Pumps	TB	1	1	1	369134	FACILITIES	CORP YARD
	2101	G ST	City Yard/Gas Pumps	RB	1	4	2	369134	FACILITIES	CORP YARD
	2101	G ST	CITY OF FRESNO	RB	1	4	2	373788	FACILITIES	CORP YARD
	2101	G ST	CITY OF FRESNO	TB	1	1	1	373788	FACILITIES	CORP YARD
	2101	G ST	City Yard	RB	1	2	2	373784	FACILITIES	CORP YARD
	2101	G ST	CITY OF FRESNO	GT	3	96	1	373784	FACILITIES	CORP YARD
	2101	G ST	CITY OF FRESNO	TB	2	1	2	373804	FACILITIES	CORP YARD
	2101	G ST	City Yard	TB	2	1	1	373784	FACILITIES	CORP YARD
	2101	G ST	City Yard/Sanitation	TT	1	96	1	373776	FACILITIES	CORP YARD
	2101	G ST	CITY OF FRESNO FACILITIES	TB	1	2	1	373770	FACILITIES	CORP YARD
	2101	G ST	City Yard/Veh Repair Bays	RT	7	96	2	326202	FACILITIES	CORP YARD
	2101	G ST	City Yard/Veh Repair Bays	RB	1	3	2	326202	FACILITIES	CORP YARD
	2101	G ST	CITY OF FRESNO FACILITIES	RB	1	6	2	373770	FACILITIES	CORP YARD
	2101	G ST	City Yard/Repaired Veh Canopy	RT	1	96	1	373794	FACILITIES	CORP YARD
	2101	G ST	City Yard/Radio Shop	RB	1	1	2	326204	FACILITIES	CORP YARD
	2101	G ST	City Yard/P.D. Vehicle Canopy	RT	1	96	1	373802	FACILITIES	CORP YARD

QUAD		ADDRESS	BUSINESS NAME	TYPE	QTY	BIN SIZE	NUM of SVC DAYS	LCIDN	Responsible DEPT	Proposed USE
	2101	G ST	City Yard/Facilities	TB	2	3	2	373812	FACILITIES	CORP YARD
	2101	G ST	City Yard/Facilities	RB	1	2	1	373812	FACILITIES	CORP YARD
	2101	G ST	City Yard/Sanitation	TB	1	1	1	373776	FACILITIES	CORP YARD
	2101	G ST	City Yard/Gas Pumps	RT	1	96	1	369134	FACILITIES	CORP YARD
	2101	G ST	City Yard/Vehicle Wash Canopy	RT	3	96	2	369364	FACILITIES	CORP YARD
	2101	G ST	City Yard/Canopy "M"	RT	1	96	1	373790	FACILITIES	CORP YARD
	2101	G ST	City Yard/Under Canopy "N"	RT	1	96	1	373792	FACILITIES	CORP YARD
	2101	G ST	CITY OF FRESNO	RB	2	2	1	373804	FACILITIES	CORP YARD
	2223	G ST	CITY OF FRESNO FAX	GB	1	1	1	84072	FACILITIES	CORP YARD
	2223	G ST	City of Fresno FAX	RB	2	2	2	84072	FACILITIES	CORP YARD
	2223	G ST	City of Fresno FAX	TB	1	2	3	84072	FACILITIES	CORP YARD
	2223	G ST	City of Fresno FAX	GB	1	1	1	84072	FACILITIES	CORP YARD
	2223	G ST	City of Fresno FAX	RB	1	4	2	84072	FACILITIES	CORP YARD
	2101	G ST	City Yard/Veh Repair Bays	TB	3	2	2	326202	FACILITIES	CORP YARD
	2101	G ST	CITY OF FRESNO	TT	1	96	2	373788	FACILITIES	CORP YARD
	2101	G ST	City Yard/Canopy "M"	TT	1	96	2	373790	FACILITIES	CORP YARD
	2101	G ST	City Yard/Under Canopy "N"	TT	1	96	2	373792	FACILITIES	CORP YARD
	2101	G ST	City Yard/Repaired Veh Canopy	TT	1	96	2	373794	FACILITIES	CORP YARD
	2101	G ST	CITY OF FRESNO	TT	1	96	2	373798	FACILITIES	CORP YARD
	2101	G ST	CITY OF FRESNO	TT	1	96	2	373800	FACILITIES	CORP YARD
	2101	G ST	City Yard/P.D. Vehicle Canopy	TT	2	96	2	373802	FACILITIES	CORP YARD
	2101	G ST	City Yard/Veh Repair Bays	TT	16	96	2	326202	FACILITIES	CORP YARD
	2101	G ST	City Yard/Radio Shop	TT	1	96	2	326204	FACILITIES	CORP YARD
	2101	G ST	City Yard	TT	5	96	1	373784	FACILITIES	CORP YARD
	2101	G ST	City Yard/Vehicle Wash Canopy	TT	11	96	1	369364	FACILITIES	CORP YARD
	2101	G ST	City Yard/Sewer	TT	1	96	2	373772	FACILITIES	CORP YARD
	2101	G ST	City Yard/Veh Repair Bays	RB	1	4	2	326202	FACILITIES	CORP YARD
	2101	G St Bldg Y	City of Fresno Facilities	RB	1	2	2	376696	FACILITIES	CORP YARD
	2101	G St Bldg Y	CITY OF FRESNO FACILITIES	RB	2	3	1	376698	FACILITIES	CORP YARD
	2101	G Str Bldg G	City Yard	RT	5	96	1	373784	FACILITIES	CORP YARD

QUAD		ADDRESS	BUSINESS NAME	TYPE	QTY	BIN SIZE	NUM of SVC DAYS	LCIDN	Responsible DEPT	Proposed USE
	2101	G Str Bldg V	City Yard/Facilities	RT	1	96	1	373812	FACILITIES	CORP YARD
	2101	G Street	Facilities Management	TB	1	4	2	212490	FACILITIES	CORP YARD
	2101	G Street	Facilities Management	TB	1	2	2	212490	FACILITIES	CORP YARD
	2223	G Street	City of Fresno FAX	TB	1	4	3	84072	FACILITIES	CORP YARD
	2223	G Street	City of Fresno FAX	TB	2	6	3	84072	FACILITIES	CORP YARD
	2223	G Street	City of Fresno FAX	TB	4	5	5	84072	FACILITIES	CORP YARD
	2223	G Street	City of Fresno FAX	RB	1	6	1	84072	FACILITIES	CORP YARD
	2223	G Street	City of Fresno FAX	TB	2	3	5	84072	FACILITIES	CORP YARD
	510	KEARNEY	CITY OF FRESNO AIRPORT DEPT	RT	1	96	2	19714	AIRPORTS	CHANDLER FIELD
	700	M ST	Convention Center	TB	4	4	5	212684	CONVENTION CENTER	CONVENTION CENTER
	700	M Street	Convention Center	RB	4	4	5	212684	CONVENTION CENTER	CONVENTION CENTER
	2323	Mariposa	Fresno Police Dept	TB	2	2	5	87302	POLICE/PARKS	OLD CITY HALL/POLICE
	2323	MARIPOSA MALL	Fresno Police Dept	RB	1	2	5	87302	POLICE/PARKS	OLD CITY HALL/POLICE
	760	MAYOR	Frank H. Ball Playgrnd.	RB	1	4	2	31372	PARKS	FRANK H BALL PARK
	760	Mayor	Frank H. Ball Playgrnd.	TB	1	3	2	31372	PARKS	FRANK H BALL PARK
	940	N Broadway	Fresno Police Dept.	TB	1	2	2	38146	POLICE	CENTRAL DISTRICT PD STATION
	940	N Broadway	Fresno Police Dept.	TB	1	1	2	38146	POLICE	CENTRAL DISTRICT PD STATION
	940	N BROADWAY	Fresno Police Dept.	RT	1	96	1	38146	POLICE	CENTRAL DISTRICT PD STATION
	50	N Calaveras	Dickey Playground	TB	1	2	2	792	PARKS	DICKY PARK/PLAYGROUND
	3131	N FRESNO ST	CITY OF FRESNO FIRE STA 5	TT	1	96	2	109942	FIRE	FIRE STATION #5/PS #69
	2510	N POLK AVE	CITY OF FRESNO FIRE STA 16	RT	2	96	1	460652	FIRE	FS # 16
	2510	N POLK AVE	CITY OF FRESNO FIRE STA 16	GT	2	96	1	460652	FIRE	FS # 16
	2510	N POLK AVE	CITY OF FRESNO FIRE STA 16	TT	2	96	1	460652	FIRE	FS # 16
	770	N San Pablo #B	Ted C. Wills Headstart/Park	TB	1	3	3	31660	PARKS	TED C WILLS COMMUNITY CENTER
	770	N San Pablo #B	Ted C. Wills Headstart/Park	TB	2	3	5	31660	PARKS	TED C WILLS COMMUNITY CENTER
	770	N SAN PABLO AVE	Ted C. Wills Headstart/Park	RB	1	3	1	31660	PARKS	TED C WILLS COMMUNITY CENTER
	2340	N VAGEDES AVE	CITY OF FRESNO FIRE STA 9	RB	1	1	1	88362	FIRE	FIRE STATION #9
	2340	N VAGEDES AVE	CITY OF FRESNO FIRE STA 9	GT	3	96	1	88362	FIRE	FIRE STATION #9
	2340	N VAGEDES AVE	CITY OF FRESNO FIRE STA 9	TB	1	1	2	88362	FIRE	FIRE STATION #9
	1007	R ST	CITY OF FRESNO RECREATION	RT	1	96	1	39896	PARKS	MEUX MANSION

QUAD		ADDRESS	BUSINESS NAME	TYPE	QTY	BIN SIZE	NUM of SVC DAYS	LCIDN	Responsible DEPT	Proposed USE
	1007	R ST	CITY OF FRESNO RECREATION	TT	1	96	1	39896	PARKS	MEUX MANSION
	2571	S Cherry	Fire Station #7	TB	1	1	1	96012	FIRE	FIRE STATION #7
	2571	S CHERRY AVE	CITY OF FRESNO FIRE STA 7	RB	1	1	1	96012	FIRE	FIRE STATION #7
	2571	S CHERRY AVE	CITY OF FRESNO FIRE STA 7	GT	3	96	1	96012	FIRE	FIRE STATION #7
	2385	S Fairview	Cecil C Hinton Comm. Center	TB	1	6	2	89744	PARKS	HINTON COMMUNITY CENTER
	224	S First	Holmes Playground	TB	1	2	2	6900	PARKS	HOLMES PARK
	224	S FIRST	Holmes Playground	RB	1	4	2	6900	PARKS	HOLMES PARK
	224	S FIRST ST	HOLMES PLAYGROUND	GT	6	96	1	6900	PARKS	HOLMES PARK
	535	S TRINITY	FINK WHITE	TB	1	2	1	21166	PARKS	FINK-WHITE PARK
	930	TULARE	BOYS/GIRLS CLUB FRESNO	TB	1	1	2	37534	PARKS	CITY OF FRESNO BOYS CLUB
	2650	TULARE	City of Fresno/Amtrak	RB	1	4	1	98300	PUBLIC WORKS	PARKING
	2650	Tulare	City of Fresno/Amtrak	TB	1	3	2	98300	PUBLIC WORKS	PARKING
	1231	VAN NESS AVE	City of Fresno	TB	1	2	2	49560	PW/TRAFFIC	PARKING GARAGE
	894	W BELMONT	Roeding Park / Chaffee Zoo	TB	2	2	7	321734	PARKS	ROEDING PARK
	894	W BELMONT	Roeding Park / Chaffee Zoo	TB	1	2	7	321734	PARKS	ROEDING PARK
	894	W BELMONT	Roeding Park / Chaffee Zoo	TB	1	4	7	321734	PARKS	ROEDING PARK
	894	W BELMONT	Roeding Park / Chaffee Zoo	TB	2	2	7	321734	PARKS	ROEDING PARK
	894	W BELMONT	Roeding Park / Chaffee Zoo	TB	1	2	6	321734	PARKS	ROEDING PARK
	894	W BELMONT	Roeding Park / Chaffee Zoo	TB	3	2	7	321734	PARKS	ROEDING PARK
	894	W Belmont	Roeding Park / Chaffee Zoo	TB	2	2	7	321734	PARKS	ROEDING PARK
	894	W BELMONT	Roeding Park / Chaffee Zoo	RB	1	4	1	321734	PARKS	ROEDING PARK
	896	W BELMONT AVE	STORYLAND ROEDING PARK	TT	1	96	1	35748	PARKS	ROEDING PARK
	950	W Chandler	FAT	TB	2	2	2	38694	AIRPORTS	CHANDLER FIELD
	920	W CHANDLER AVE	MANINGO, BONNIE	TT	1	64	1	36918	AIRPORTS	CHANDLER FIELD
	920	W CHANDLER AVE	MANINGO, BONNIE	TT	1	96	2	36918	AIRPORTS	CHANDLER FIELD
	970	W CHANDLER AVE	RUIZ, FRANK	TT	1	64	2	39120	AIRPORTS	CHANDLER FIELD
	808	W DAKOTA	QUIGLEY PARK	RB	1	2	2	32594	PARKS	QUIGLEY PARK
	808	W DAKOTA AVE	QUIGLEY PARK	TB	1	2	2	32594	PARKS	QUIGLEY PARK
	1345	W Eden	Sunset Center	TB	1	1	1	55098	PARKS	SUNSET NEIGHBORHOOD CENTER
	1345	W EDEN AVE	Sunset Center	RB	1	1	1	55098	PARKS	SUNSET NEIGHBORHOOD CENTER

QUAD		ADDRESS	BUSINESS NAME	TYPE	QTY	BIN SIZE	NUM of SVC DAYS	LCIDN	Responsible DEPT	Proposed USE
	1707	W JENSEN	Sports Complex	TB	1	4	1	274460	DPU/SOLID WASTE	ADJACENT TO WASTE DISPOSAL SITE
	1707	W Jensen	Sports Complex	TB	1	5	1	274460	DPU/SOLID WASTE	ADJACENT TO WASTE DISPOSAL SITE
	1707	W Jensen	Sports Complex	RB	2	4	1	274460	DPU/SOLID WASTE	ADJACENT TO WASTE DISPOSAL SITE
	1707	W JENSEN	Sports Complex	RB	1	1	1	274460	DPU/SOLID WASTE	ADJACENT TO WASTE DISPOSAL SITE
	1707	W JENSEN	Sports Complex	TB	1	1	1	274460	DPU/SOLID WASTE	ADJACENT TO WASTE DISPOSAL SITE
	5607	W Jensen	City of Fresno/Sewage	TB	6	1	2	184988	DPU/WASTEWATER	WWTP
	5607	W JENSEN	CITY OF FRESNO SEWER MAINT	TB	1	1	2	366178	DPU/WASTEWATER	WWTP
	5607	W JENSEN	City of Fresno/Sewage	TB	1	3	2	184988	DPU/WASTEWATER	WWTP
	5607	W Jensen	City of Fresno/Sewage	RB	2	6	2	184988	DPU/WASTEWATER	WWTP
	5607	W JENSEN AVE	City of Fresno/Sewage	TB	1	6	2	184988	DPU/WASTEWATER	WWTP
	520	W Kearney	Airports	TB	1	1	2	20238	AIRPORTS	CHANDLER FIELD
	524	W Kearney	City of Fresno FYI	RT	1	96	1	20456	AIRPORTS	CHANDLER FIELD
	510	W KEARNEY BLVD	CITY OF FRESNO AIRPORT DEPT	TT	1	64	2	19714	AIRPORTS	CHANDLER FIELD
	510	W KEARNEY BLVD	CITY OF FRESNO AIRPORT DEPT	TT	1	96	2	19714	AIRPORTS	CHANDLER FIELD
	520	W KEARNEY BLVD	Airports	RB	1	1	1	20238	AIRPORTS	CHANDLER FIELD
	524	W KEARNEY BLVD	CITY OF FRESNO FYI	TT	1	64	2	20456	AIRPORTS	CHANDLER FIELD
	910	W KEARNEY BLVD	X	TB	2	4	2	36328	AIRPORTS	CHANDLER FIELD
	910	W KEARNEY BLVD	X	RB	1	4	1	36328	AIRPORTS	CHANDLER FIELD
	548	W KEARNEY BLVD	CITY OF FRESNO FAT	TT	1	64	2	359582	AIRPORTS	CHANDLER FIELD
	648	W KEARNEY BLVD	NEWBURN, BILL	TT	1	96	2	26008	AIRPORTS	CHANDLER FIELD
	668	W KEARNEY BLVD	CITY OF FRESNO FAT	TT	1	96	2	26744	AIRPORTS	CHANDLER FIELD
	716	W KEARNEY BLVD	BUCHNER, ALLEN	TT	1	64	2	28568	AIRPORTS	CHANDLER FIELD