AGREEMENT FOR THE COLLECTION, TRANSPORTATION, PROCESSING AND DIVERSION OF RECYCLABLE MATERIALS, FOOD SCRAPS, YARD TRIMMINGS, WOOD, CONSTRUCTION AND DEMOLITION DEBRIS AND OTHER MATERIALS AND FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE

BETWEEN

THE CITY OF TUSTIN

AND

CR&R, INCORPORATED

October 2018

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Table of Contents

ARTICLE 1: DEFINITIONS **16**

1.01 Definitions. **16**

ARTICLE 2: REPRESENTATIONS AND WARRANTIES OF CONTRACTOR **17**

2.01 Legal Status. **17**

2.02 Authority. **17**

2.03 Agreement Duly Executed. **17**

2.04 No Conflict with Applicable Law or Other Documents. **17**

2.05 No Litigation. **17**

2.06 Financial Condition **18**

2.07 Expertise **18**

2.08 Contractor's Investigation. **18**

2.09 Statements and Information in Proposal. **18**

ARTICLE 3: TERM OF AGREEMENT **20**

3.01 Effective Date. **20**

3.02 Term. **20**

3.03 Opportunity for Contractor to Earn Extensions of Term. **20**

3.04 Conditions to Effectiveness of Agreement. **20**

3.04.A Obligation of City to Perform. 20

3.04.A.1 Accuracy of Representations 20

3.04.A.2 Absence of Litigation. 20

3.04.A.3 Furnishing of Bond and Guaranty. 21

3.04.A.4 Furnishing of Evidence of Insurance. 21

3.04.A.5 Effectiveness of City's Approval. 21

3.04.A.6. Reimbursement of City Procurement Costs. 21

3.04.B Obligation of Contractor to Perform. 22

3.04.B.1 Absence of Litigation 22

3.04.B.2 Effectiveness of City's Approval. 22

3.04.C Notice. 22

ARTICLE 4: COLLECTION OF RECYCLABLE MATERIALS, FOOD SCRAPS, YARD TRIMMINGS, WOOD, CONSTRUCTION AND DEMOLITION DEBRIS OTHER MATERIALS AND MUNICIPAL SOLID WASTE 23

4.01 Scope of Work – General. 23

4.02 Growth and Changes in City. 25

4.03 Implementation Plan. 25

4.04 Residential MSW Collection. 26
4.04.A Regular Collections. 26

4.05 Commercial/Business MSW Collection. 27

4.06 City Events MSW Collection 27

4.07 Diversion Programs. 27
4.07.A Residential Recycling. 27
4.07.B Commercial/Business Recycling. 28

4.08 Other Services and Special Services. 28
4.08.A Other Services. 28
4.08.B Special Services. 28

4.09 Hours of Collection 29

4.10 Collection Standards. 30
4.10.A Care of Property. 30
4.10.B Noise. 30
4.10.C Private and Public Streets. 31
4.10.D Customer Privacy. 32

4.11 Litter Abatement. 33
4.11.A Minimization of Spills. 33
4.11.B Clean Up of Existing Litter. 33
4.11.C Clean Up of Illegal Dumping. 34
4.11.D Covering of Loads. 35

4.12 Hazardous Waste 35
4.12.A General. 35
4.12.B Notice to Customers. 36
4.12.C Contractor to Segregate and Dispose. 37
4.12.D Operating Procedures and Employee Training. 37
4.12.E Hazardous Waste Diversion Records. 38

4.13 City's Right to Change Scope of Work. 38

4.14 Attendance At Meetings With City. 39

4.15 Ownership of Municipal Solid Waste and Recyclable Materials 40

4.16 Roll Off Box at City Yard. 40

4.17 Contamination Warning Notice. 40

4.18 Implementation of Dynamic Routing and Associated Technology 41

ARTICLE 5: TRANSPORTATION AND DISPOSAL OF MSW OR PROCESSING OF RECYCLABLE MATERIALS 43

5.01 Transportation and Disposal of MSW. 43

5.02 Transportation of Source Separated and Single Material Recyclable Materials. 45

5.03 Transportation of Yard Trimmings. 45

5.04 Transportation of Food Scraps. 45

5.05 Transportation of Co-Collected Yard Trimmings and Food Scraps. 46

5.06 Transportation of Construction and Demolition Debris. 46

5.07 City Right to Unilaterally Direct Change in Processing Facility. 46

5.08 Designated Processing Facilities Unavailable. 47

5.09 Contractor Request for Change of Processing Facility. 48

ARTICLE 6: PROCESSING AND MARKETING OF RECYCLABLE MATERIALS 51

6.01 General. 51

6.02 Permits. 51

6.03 Delivery of Residue to Landfill. 51

6.04 MRF, Compost, Food Scrap and C/D Facility Operating Requirements. 52

6.05 Contractor To Meet All Food Scrap Processing Facility Specifications. 57

6.06 Processing Requirements. 57

6.07 No Use of Biomass or Transformation Facilities. 58

6.08 Reporting of Annual Diversion Rate Achieved. 58

6.09 Contractor Incentive. 59

6.09.A Phase 1 Extension Incentive. 60

6.09.B Phase 2 Extension Incentive. 61

6.09.C Failure to Meet Phase 1 or Phase 2 Extension Requirements. 64
6.09.D Notice of Extension or Failure to Earn Extension. 64

6.10 Failure of Contractor to Achieve Minimum Levels of Diversion Program Implementation. 65

6.11 Marketing of Recovered Materials, Compost and Other Products. 65

6.12 Limits on Modes of Disposition. 65

6.13 City Access to Processing Facilities 66

ARTICLE 7: EQUIPMENT, FACILITIES AND PERSONNEL 67

7.01 General. 67

7.02 Facilities. 67
7.02.A General. 67

7.03 Vehicles. 67
7.03.A General. 67
7.03.B. Alternative Fuel Vehicles. 69
7.03.C Vehicle Identification. 69
7.03.D Cleaning and Maintenance. 69
7.03.D.1 General. 69
7.03.D.2 Cleaning. 69
7.03.D.3 Painting. 70
7.03.D.4 Maintenance. 70
7.03.D.5 Repairs. 71
7.03.D.6 Storage. 71
7.03.D.7 Leaking Vehicles. 71
7.03.D.8 Brake Inspections. 72
7.03.E Operation. 72

7.04 MSW and Recyclable Materials Containers. 72
7.04.A General. 72
7.04.B Plastic Bins. 73
7.04.C Alternative Bin Lids. 73
7.04.D Repair, Replacement, and Exchange. 74
7.04.E Cleaning, Painting and Maintenance of Contractor-Furnished Containers. 74
7.04.F Annual Container Audit. 75

7.05 Personnel. 75
7.05.A General. 76
7.05.B Driver Qualifications. 76
7.05.C Uniforms. 76
7.05.D Safety Training. 77
7.05.E No Gratuities. 77
7.05.F. Employee Conduct and Courtesy. 77
7.05.G. Provision of Two Recycling/Public Education Coordinators. 78
7.05.H Provision of Operations and Customer Liaison to City. 79
7.05.I Initial Hiring. 81

7.05.J Ongoing Training and Testing. 81
7.05.K Use of Workers Not Employed by Contractor. 82
7.05.L Provision of Senior Manager(s) Responsible For Marketing of Food Scraps/Yard Trimmings/Compost Products and/or AD Energy and Digestate 82

ARTICLE 8: OTHER COLLECTION-RELATED SERVICES 84

8.01 Billing. 84
8.01.A General. 84
8.01.B City Inserts. 84
8.01.C. Delinquent Accounts. 84

8.02 Billing Records. 85

8.03 City Access to Billing Information. 85

8.04 Public/Customer Service and Accessibility. 85
8.04.A Office Hours and Location. 86
8.04.B Availability of Representative. 86
8.04.C Telephone. 86
8.04.D Correspondence. 87
8.04.E Electronic Payment of Bills. 87
8.04.F Maps, Schedules, Consumer Information. 87
8.04.G Web Site. 88

8.05 Service Complaints. 89

8.06 Customer Non-Payment of Bill. 90

8.07 Change in Collection Schedule. 90

8.08 Report of Accumulation of MSW or Unauthorized Dumping. 90

ARTICLE 9: RECORD KEEPING, REPORTING, INSPECTIONS AND AUDITS 92

9.01 General. 92

9.02 Record Keeping. 92

9.03 Reporting. 92
9.03.A Reports Listed in Attachment K. 93
9.03.B Reports Listed in Attachment N. 93

9.04 Inspection by City. 93

9.05 Compliance Reporting. 94
9.05.A Reporting of Multi-Family and Commercial Tons Separately. 95
9.05.B Material Discrepancy in Data Reported. 96

9.06 Annual Route Audit. 97

9.07 Characterization Studies and In-Field Container Contamination Audits. 98
9.07.A Characterization Studies. 98
9.07.B In-Field Container Contamination Audits. 99

9.08 Route Density Audits – Residential, Multi-Family and Commercial. 100

9.09 Annual City Review of Contract Audits and Results. 100

9.10 Reporting of Adverse Information. 101

ARTICLE 10: INDEPENDENT CONTRACTOR 102

10.01 Contractor an Independent Contractor. 102

10.02 No Partnership or Joint Venture Created. 102

10.03 No Entitlement to City Benefits. 102

ARTICLE 11. INDEMNITY, INSURANCE, BOND 103

11.01 General Indemnification. 103

11.02 Insurance. 104
11.02.A Types and Amounts of Coverage. 104
11.02.A.1 Workers' Compensation and Employer's Liability. 104
11.02.A.2 Comprehensive General Liability (and Automobile Liability). 105
The insurance required by this subsection shall include: 105
11.02.A.3 Pollution Liability. 107
11.02.A.4 Physical Damage. 107
11.02.B Acceptability of Insureds. 107
11.02.C Required Endorsements. 108
11.02.D Delivery of Proof of Coverage. 109
11.02.E Other Insurance Requirements. 111

11.03 Faithful Performance Bond. 112

11.04 Alternative Security. 113

11.05 Hazardous Waste Indemnification. 113

11.06 Integrated Waste Management Act Indemnification. 117

11.07 Indemnification For Land Application and/or Use(s) of Anaerobic Digestate. 118

ARTICLE 12: COMPENSATION TO CONTRACTOR 120

12.01 General. 120

12.02 Initial Rates. 120

12.03 Annual Rate Adjustments. 121

12.04 Disposal Charge (Tip Fee) Adjustments. 123

12.05 State-Mandated Regulatory Compliance Costs. 123

12.06 Adjustments to Rates Based on City-Directed Changes In Scope of Work. 124

12.07 Late Fees. 126

12.08 Other Fees. 126

ARTICLE 13: DEFAULT AND REMEDIES 128

13.01 Events of Default. 128

13.02 Right to Suspend or Terminate Upon Default. 130

13.03 Specific Performance. 131

13.04 Use of Contractor Property Upon Default. 131

13.05 Right to Perform. 132

13.06 Payment for Use of Contractor's Property. 132

13.07 Damages. 133

13.08 City's Remedies Cumulative. 133

13.09 Liquidated Damages. 133

13.10 City Default. 139

ARTICLE 14: OTHER AGREEMENTS OF THE PARTIES 140

14.01 Compliance with Law; Non-Discrimination. 140

14.02 Assignment. 140
14.02.A City Consent Required. 140
14.02.B Assignment Defined. 141
14.02.C Consent Requirements. 141

14.03 Subcontracting. 142

14.04 No Affiliated Entity. 143

14.05 Contractor's Investigation; No Warranties by City. 143

14.06 Notice. 144

14.07 Representatives of the Parties. 144
14.07.A Representatives of City. 144
14.07.B Representatives of Contractor. 145

14.08 Right to Inspect Contractor Operations. 145

14.09 Maintenance and Review of Records, Submission of Reports. 145

14.10 Right to Demand Assurances of Performance. 146

14.11 Contractor Failure to Achieve Minimum Required Level of Diversion Program Implementation. 146
14.11.A Minimum Level of Diversion Program Implementation Required By March 31, 2021. 147
14.11.B Minimum Level of Diversion Program Implementation Required By March 31, 2024. 150

14.12 Force Majeure. 157
14.12.A Force Majeure. 157
14.12.B Obligation to Restore Ability to Perform. 157
14.12.C Notice. 158
14.12.D City's Rights in the Event of Force Majeure. 158

14.13 Cooperation During Transition. 159

14.14 No Damages for Invalidation of Agreement. 159

14.15 Diversion Programs Not Restricted. 159

14.16 Reports as Public Records 159

ARTICLE 15: MISCELLANEOUS PROVISIONS 161

15.01 Governing Law. 161

15.02 Jurisdiction. 161

15.03 Binding on Successors. 161

15.04 Parties in Interest. 161

15.05 Waiver. 161

15.06 Attachments. 161

15.07 Entire Agreement. 162

15.08 Section Headings. 162

15.09 Interpretation. 162

15.10 Amendment. 162

15.11 Severability. 162

15.12 Costs and Attorneys' Fees. 162

15.13 References to Laws. 162

15.14 City's Municipal Code. 163

15.15 Non-Discrimination. 166

15.16 Guaranty. 167

AGREEMENT FOR THE COLLECTION, TRANSPORTATION, PROCESSING AND DIVERSION OF RECYCLABLE MATERIALS, FOOD SCRAPS, YARD TRIMMINGS, WOOD, CONSTRUCTION AND DEMOLITION DEBRIS AND OTHER MATERIALS AND FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE

THIS AGREEMENT is entered into as of the ____ day of October 2018, by and between the CITY OF TUSTIN, a municipal corporation (hereinafter referred to as the "City") and CR&R, Incorporated, a California corporation (hereinafter referred to as "Contractor").

RECITALS

1. The State of California has found and declared that due to the amount of Municipal Solid Waste (MSW) generated in California, coupled with diminishing landfill space and potential adverse environmental impacts from landfilling, that there is an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has also found that the recycling or reuse of MSW will conserve not only landfill capacity but also water, energy and other natural resources. The State has, through enactment of the California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq. hereinafter referred to as the "Act"), directed responsible State Agencies, and all local agencies, to promote Recycling and to maximize the use of feasible Source Reduction, Recycling and Composting options in order to reduce the amount of MSW that must be disposed of by land Disposal.

2. The City concurs in the aforementioned findings and declarations of the State of California.

3. In 2011 AB 341 was approved and signed into law amending the Act. The AB 341 amendments make a legislative declaration that it is the policy goal of the State of California that not less than seventy-five percent (75%) of MSW be Source Reduced, Recycled or Composted by the year 2020. As required by AB 341, the California Department of Resources Recycling and Recovery (hereinafter referred to as "CalRecycle") prepared a plan for submittal to the legislature on the methods to accomplish this goal. AB 341 required all businesses generating four (4) or more cubic yards of MSW per week, and all Multi-family dwellings consisting of five (5) units or more, to arrange for Recycling services on or before July 1, 2012; and required all local agencies to provide a commercial recycling program meeting specified criteria on or before July 1, 2012.

4. In 2014 AB 1826 was approved and signed into law amending the Act. AB 1826 required the City to provide a Collection and Diversion program for Food Scraps, Yard Trimmings and Wood for all businesses and Multi-Family Complexes on or before January 1, 2016. AB 1826 requires businesses within the City to participate in a Diversion program for Food Scraps, Yard Trimmings and Wood according to a specified schedule depending upon the quantity of such materials and the quantity of MSW generated by the business. Businesses generating eight (8) or more cubic yards of Food Scraps, Yard Trimmings and Wood per week must participate on or before April 1, 2016. Businesses generating four (4) or more cubic yards of Food Scraps, Yard Trimmings and Wood per week must participate on or before January 1, 2017. All businesses generating four (4) or more cubic yards per week of MSW must participate in a Diversion program on or before January 1, 2019. CalRecycle may require businesses generating two (2) or more cubic yards per week of MSW to participate on

or before January 1, 2020 if the level of statewide Diversion achieved is not meeting the goal. AB 1826 further required all Multi-Family complexes of five (5) or more units to participate in a Diversion program for Yard Trimmings and Wood on or before April 1, 2016.

5. Also in 2014, AB 1594 was approved and signed into law amending the Act. Originally the Act allowed Yard Trimmings used as Alternative Daily Cover (ADC) at landfills to count as Diverted tons for purposes of achievement of the Diversion required by the Act. AB 1594 phases out this exemption for the use of Yard Trimmings as ADC effective January 1, 2020. As of that date, any Yard Trimmings used as ADC will be counted as Disposed tons for purposes of the Act. The City must begin reporting to CalRecycle in 2018 about what alternative Diversion program(s) the City will utilize for Yard Trimmings on or before January 1, 2020.

6. In 2016 SB 1383 was approved and signed into law amending the Act and amending sections of the California Health and Safety Code. SB 1383 requires that by January 1, 2018, the State Air Resources Board approve and begin implementing a statewide strategy to reduce emissions of short-lived climate pollutants to achieve a reduction in methane by forty percent (40%), hydrofluorocarbon gasses by forty percent (40%) and anthropogenic black carbon by fifty percent (50%) compared to 2013 levels. This reduction is to be achieved by 2030. In service of this reduction strategy, SB 1383 establishes a statewide goal of a fifty percent (50%) reduction in the Disposal of organic waste (as defined in the legislation) from the 2014 level by 2020, and a seventy-five percent (75%) reduction from the 2014 level by 2025. SB 1383 further requires that a minimum of twenty percent (20%) of the reduction in Disposal of organic waste by 2025

be comprised of Edible Food Scraps Diverted for Human Consumption. CalRecycle is currently drafting regulations to implement the requirements of SB 1383 which will include requirements for local governments to implement Diversion programs to meet these goals.

7. The City wishes to arrange for the operation and expansion of its existing Recycling programs and implementation of new comprehensive Recycling and other Diversion programs for single and Multi-family Residential Premises, Commercial and Business Establishments and other operations in the City, which entails the Collection of Single Stream Recyclable Materials, Single-Material Recyclable Materials, Yard Trimmings, Wood, Food Scraps, Construction and Demolition Debris and other materials and the delivery of these materials for processing and Diversion at Processing Facilities. These Recycling, Composting and other Diversion programs are integral and important components of the City's strategy for complying with the Act and are, therefore, of paramount importance to the City.

8. In March 2018, the City authorized issuance of a Request For Proposals For the Collection, Transportation, Processing and Diversion of Recyclable Materials, Food Scraps, Yard Trimmings, Wood, Construction and Demolition Debris and other materials and for Collection, Transportation and Disposal of Municipal Solid Waste. The City has evaluated the two proposals submitted and has determined that the Contractor has proposed to provide such services in a manner and on terms which are in the best interests of the City, its residents and businesses, taking into account the qualifications and experience of the Contractor, the Contractor's demonstrated commitment to

Recycling and Diversion of materials from Disposal, and the cost of providing such services.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the parties agree as follows:

AGREEMENT

ARTICLE 1: DEFINITIONS

1.01 Definitions. Unless otherwise defined in this Agreement, capitalized terms used in this Agreement shall have the meanings set forth in the definitions contained in Attachment A.

ARTICLE 2: REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

2.01 Legal Status. Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of California, and is qualified to do business in the State of California.

2.02 Authority. Contractor has the authority to enter into and perform its obligations under this Agreement. Contractor has taken all actions required by law, or otherwise to authorize the execution of this Agreement.

2.03 Agreement Duly Executed. The Persons signing this Agreement on behalf of Contractor have been authorized to do so, and this Agreement constitutes a legal, valid and binding obligation of Contractor.

2.04 No Conflict with Applicable Law or Other Documents. Neither the execution and delivery by Contractor of this Agreement, nor the performance by Contractor of its obligations hereunder: (i) conflicts with, violates, or will result in a violation of any existing applicable law; or (ii) conflicts with, violates, or will result in a breach or default under any term or condition of any existing judgment, order or decree of any court, administrative agency or other governmental authority, or of any existing contract or instrument to which Contractor is a party, or by which Contractor is bound.

2.05 No Litigation. There is no action, suit, proceeding, or investigation at law or in equity, before or by any court or governmental entity, pending or threatened against Contractor, or otherwise affecting Contractor, wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would materially adversely affect Contractor's performance hereunder, or which, in any way, would adversely affect the

validity or enforceability of this Agreement, or which would have a material adverse effect on the financial condition of Contractor.

2.06 Financial Condition. Contractor has made available to City information on its financial condition. City has relied on this information in evaluating the sufficiency of Contractor's financial resources to perform this Agreement. To the best of Contractor's knowledge, this information is complete and accurate, does not contain any material misstatement of fact and does not omit any fact necessary to prevent the information provided from being materially misleading.

2.07 Expertise. Contractor has the expertise and professional and technical capability to perform all of its obligations under this Agreement.

2.08 Contractor's Investigation. Contractor has made an independent investigation and analysis, the results of which are satisfactory to Contractor, of the conditions and circumstances surrounding the Agreement, its content and preparation, and the work to be performed by Contractor under the Agreement. The Agreement accurately and fairly represents the intentions of Contractor, and Contractor enters into this Agreement on the basis of that independent investigation and analysis.

2.09 Statements and Information in Proposal. The Proposal submitted to City by Contractor and information submitted to City supplementary thereto does not contain any untrue statement of a material fact nor omit to state a material fact necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading. Contractor's Proposal is attached hereto as Attachment Y. Contractor's proposal consists of the following documents, verbal and written representations and other items as follows: Contractor's complete written proposal to

City dated June 18, 2018; Contractor's written responses to City's Question Sets #1, #2, and #3; digital video recording of Contractor's interview with City's Ad Hoc RFP Evaluation Committee and City staff held August 17, 2018; 21-page single-sided color Powerpoint presentation handed out and presented at the interview; and written information on CalRecycle permit(s) issued for Contractor's Lakeview composting facility, submitted by Contractor to City on August 21, 2018.

To the extent that Contractor's Proposal includes promises to perform services in addition to, or at a higher standard of service than those required by the Request for Proposals, those promises are incorporated into this Agreement and Contractor hereby ratifies its agreement to perform as promised.

ARTICLE 3: TERM OF AGREEMENT

3.01 Effective Date. The Effective Date of this Agreement shall be November 2, 2018.

3.02 Term. The Term of this Agreement shall commence on the Effective Date and shall end at midnight on March 31, 2027, unless earlier terminated. Contractor's obligation to collect Recyclable Materials, other materials, and Municipal Solid Waste shall begin on April 1, 2019 at 12:01 a.m.

3.03 Opportunity for Contractor to Earn Extensions of Term. The Term of this Agreement may be extended as described in Section 6.09 if Contractor meets all of the requirements therein. In no event shall this Agreement be extended beyond March 31, 2029.

3.04 Conditions to Effectiveness of Agreement.

3.04.A Obligation of City to Perform. The obligation of the City to perform under this Agreement is subject to satisfaction, on or before the Effective Date, of each of the conditions set out below, each of which may be waived in whole or in part by City:

3.04.A.1 Accuracy of Representations. The representations and warranties made by Contractor in Article 2 of this Agreement shall be true and correct on and as of the Effective Date.

3.04.A.2 Absence of Litigation. There shall be no litigation pending on the Effective Date in any court challenging the

execution of this Agreement or seeking to restrain or enjoin its performance.

3.04.A.3 Furnishing of Bond and Guaranty. Contractor has furnished the performance bond required by Section 11.03 and the guaranty required by Section 15.16, meeting the requirements of this Agreement.

3.04.A.4 Furnishing of Evidence of Insurance. Contractor has furnished satisfactory evidence of insurance required by Section 11.02.

3.04.A.5 Effectiveness of City's Approval. The approval of this Agreement by City shall have become effective, pursuant to California law, on or before the Effective Date.

3.04.A.6. Reimbursement of City Procurement Costs. Concurrent with executing this Agreement, Contractor shall have paid to City the sum of three-hundred thousand dollars ($300,000) to reimburse City for its costs for conducting the competitive procurement process for this Agreement.

City may waive the satisfaction of the conditions described in Section 3.04.A.3 and 4, allow this Agreement to become effective, and exercise its rights and remedies under this Agreement for Contractor's failure to furnish the bond, the Guaranty, or the evidence of insurance.

3.04.B Obligation of Contractor to Perform. The obligation of Contractor to perform under this Agreement is subject to the satisfaction on or before the Effective Date of both of the conditions set forth below, each of which may be waived in whole or in part by Contractor.

3.04.B.1 Absence of Litigation. There shall be no litigation pending on the Effective Date in any court challenging the execution of this Agreement, or seeking to enjoin its performance.

3.04.B.2 Effectiveness of City's Approval. The approval of this Agreement by the City shall have become effective, pursuant to California law.

3.04.C Notice. If either party wishes to assert that a condition for its benefit has not been satisfied and has not been waived, it must deliver written notice to that effect to the other party on the Effective Date. If no such notice is received, the Agreement will become effective on the Effective Date. Each party is obligated to perform in good faith the actions, if any, which this Agreement requires it to perform before the Effective Date and to cooperate towards the satisfaction of the conditions set forth above.

ARTICLE 4: COLLECTION OF RECYCLABLE MATERIALS, FOOD SCRAPS, YARD TRIMMINGS, WOOD, CONSTRUCTION AND DEMOLITION DEBRIS OTHER MATERIALS AND MUNICIPAL SOLID WASTE

4.01 Scope of Work – General. Except as otherwise provided herein, Contractor shall (a) collect Municipal Solid Waste generated at Residential Premises, Commercial and Business Establishments (including, among other things, City facilities), Multi-family dwellings, and Special Events within the City and deliver it to the Disposal Site approved by City, and (b) collect Recyclable Materials, Food Scraps, Yard Trimmings, Wood, Construction and Demolition Debris and other items specified in Attachment B placed for Collection by participating Residential Customers, Commercial and Business Establishments (including City facilities), Multi-family dwellings, and Special Events within the City and deliver each type of material to the Processing Facility designated by City. Notwithstanding the foregoing, the City does not guarantee that any particular type or quantity of Municipal Solid Waste ("MSW"), Recyclable Materials, Food Scraps, Yard Trimmings, Wood, Construction and Demolition Debris or any other material will be available for Collection at any time during the term of this Agreement. Contractor acknowledges that the City cannot control the waste stream generated in Tustin, and cannot compel generators of materials to place those materials for Collection by Contractor. Contractor further acknowledges that future changes in laws, regulations, packaging, the economy, consumption of goods, and/or technology may affect the type and quantity of material that will be available for Collection by Contractor, and agrees that it will not be entitled to any rate increases, extensions of this Agreement (other than those described in Article 3), or other compensation of any kind due to such changes in the types and quantities of materials available for Collection. The City shall have no

obligation to affirmatively defend Contractor's rights granted under this Agreement, but shall reasonably cooperate with Contractor, at Contractor's expense, in Contractor's efforts to defend its rights.

The work to be done by Contractor includes the furnishing of all labor, supervision, equipment, materials, supplies, vehicles and equipment, storage and maintenance facilities, and all other items necessary to perform the services required under this Agreement in a thorough, workmanlike and efficient matter, so that Residents, Businesses and public and private institutions within the City are provided reliable, courteous and high-quality services at all times. The enumeration of, and specification of, requirements for particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others that may be required, whether enumerated or not.

Contractor shall perform all work in accordance with Attachment B, whether or not such provisions are specifically referred to in any other section of this Agreement.

When implementing all of the Diversion programs described in Attachment B, Contractor shall follow, and shall not restrict, prohibit or otherwise interfere with customers who are utilizing, the following hierarchy unless otherwise directed by the City: (1) Source Reduction, (2) reuse and/or donation of materials for other purposes which avoid Disposal (including Diverting Food Scraps for Human Consumption), (3) use of Food Scraps for animal feed, (4) Recycling and Composting, (5) use of Food Scraps and/or Yard Trimmings for Anaerobic Digestion or use of Food Scraps as Bioengineered Feedstock at a Wastewater Treatment Plant; and (6) environmentally

safe Landfill (Disposal). Contractor shall (a) follow the above-described hierarchy and (b) obtain the highest and best use for Diverted materials, to the satisfaction of the City.

4.02 Growth and Changes in City. The City has approved some plans and it is anticipated the City will continue to review and approve additional plans for development of the former Marine Corp Air Station (MCAS) known as "Tustin Legacy", which include new Commercial and Business Establishments and new residential dwellings, as described in Attachment U. Contractor shall provide all of the services described in this Agreement to the new Residential Premises and to the new Commercial and Business Establishments, City facilities, Multi-family dwellings, and Special Events in this new development as Tustin Legacy is constructed and occupied during the Term. The timeframes for occupancy of the phases of development in Attachment U were provided to the City by the developer(s) of each phase. City makes no warranty or guarantee that any of the phases of Tustin Legacy will be constructed. City further makes no warranty or guarantee that if constructed, the phases will contain the number(s) or type(s) of Residential Premises and Commercial Business Establishments contained in Attachment U. City further makes no warranty or guarantee that any of the Residential Premises or Commercial Business Establishments will be occupied at the time(s) listed in Attachment U.

4.03 Implementation Plan. The parties recognize that substantial planning and preparation will be required to ensure a successful initiation of Collection operations by Contractor on April 1, 2019. To that end, Contractor has prepared a detailed Implementation Plan addressing the steps Contractor will take, and the schedule on which it will take them, to prepare for commencement of Collection operations. The

Implementation Plan covers Contractor's schedule (shown on a week-by-week basis) for hiring and training of personnel, acquiring necessary Collection vehicles and equipment, preparing Customer relations materials (including Collection schedules, route maps, billing forms, complaint forms, service request forms and so forth), distributing new MSW, Recycling, Yard Trimmings and Food Scrap Containers to Customers, and is attached as Attachment C.

Contractor shall diligently adhere to the Implementation Plan and shall meet periodically, whenever City requests, to review its progress. Failure to adhere to the Implementation Plan, including its schedule, shall constitute a breach of this Agreement, which, if uncured, shall constitute a default under Section 13.01.

The specific plans and other materials required to be submitted under the Implementation Plan are subject to City's review and approval. City will endeavor to take actions, make decisions, and provide directions to Contractor in accordance with the schedule and time allowances set forth in Attachment C, so as not to delay Contractor's adherence to the Implementation Plan schedule.

4.04 Residential MSW Collection.

4.04.A Regular Collections. Contractor shall collect all MSW generated at Residential Premises within the City and placed for Collection at curbside, and at sideyard/backyard locations by Customers who request such Collection under Section 2.4 of Attachment B. MSW shall be collected from such Premises at the frequencies and in the manner described in Attachment B, Section 2.2. In the event City directs Contractor to initiate bi-weekly collection of Residential MSW pursuant to Section 2.3.3 of Attachment B,

Contractor shall do so within the timeframe described in Attachment B and shall charge the rates for such bi-weekly Residential MSW collection listed in Attachment D.

4.05 Commercial/Business MSW Collection. Contractor shall collect all MSW generated at Commercial and Business Establishments within the City and placed for Collection. MSW shall be collected from such Premises at the frequencies and in the manner described in Attachment B, Section 3.

4.06 City Events MSW Collection. Contractor shall collect all MSW generated at up to twenty (20) City-sponsored Special Events per calendar year during the Term of this Agreement at no charge to the City as described in Section 3.11 of Attachment B.

4.07 Diversion Programs.

4.07.A Residential Recycling. The Contractor shall collect Recyclable Materials, Yard Trimmings (and Food Scraps if directed by City) generated at Residential Premises placed for Collection in Contractor-provided Containers at the curbside. Contractor shall also collect Single Stream and Single-Material Recyclable Materials, Yard Trimmings (and Food Scraps if directed by City) generated at Residential Premises, placed for Collection at curbside and backyard or side yard locations by Customers who request backyard or side yard Collection under Section 2.4 of Attachment B.

Recyclable Materials and Yard Trimmings (and Food Scraps if directed by City) shall be collected from Residential Premises at the frequencies and in the manner described in Attachment B, Section 2.

4.07.B Commercial/Business Recycling. Contractor shall collect Recyclable Materials, Yard Trimmings and Food Scraps from participating Commercial and Business Establishments at the frequencies and in the manner described in Attachment B, Section 3. Contractor shall also provide Containers and Collection service for Recyclable Materials and Food Scraps for up to twenty (20) special events sponsored by the City per calendar year as described in Section 3.11 of Attachment B.

4.08 Other Services and Special Services.

4.08.A Other Services. Contractor shall provide other Collection services as requested by Customers in the City on an on-call basis, including Bin, Roll Off Box and Compactor service described in Attachment B, Section 3.

4.08.B Special Services. Contractor shall provide special services as described in Attachment B that include, but are not limited to:

- Bulky Goods Collections
- Special Events Collections
- Holiday Greenery Collection and Recycling
- Holiday Greenery Drop Off and Recycling
- Electronic Waste and Universal Waste Collection and Recycling
- Electronic Waste, Universal Waste, and Household Hazardous Waste Drop Off Events
- Collection and Recycling of Bulky Goods containing Freon

- Sharps Collection
- Fluorescent Tubes, Mercury Switches

4.09 Hours of Collection. Collection of MSW, Recyclable Materials, Yard Trimmings/Wood, Food Scraps, Construction and Demolition Debris, and all other collection operations may occur only within the hours authorized by the City. Contractor may not conduct Collection operations earlier than 7:00 a.m. local time or later than 6:00 p.m. for Residential Premises, and no earlier than 7:00 a.m. local time or later than 6:00 p.m. for Commercial and Business Establishments. The City Manager or his/her designee, if requested by Contractor, may grant temporary site and route-specific exceptions. At the sole discretion of the City Manager, Contractor shall adjust the early morning start point of Collection routes to address and minimize customer complaints when warranted.

No Collections shall occur on the following days: January 1, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Sundays (with the specific and limited exception of Collection at designated City parks on Sunday mornings pursuant to Attachment B, Section 3.11.4). No Collections shall occur on Saturdays for Residential Premises except for missed pick-up service and for a holiday that falls on a preceding Friday. When a holiday falls on a weekday, Collection service will be performed on the following day. For example, if a holiday falls on a Monday, service scheduled for Monday will be provided on Tuesday, service scheduled for Tuesday on Wednesday and so on. If a holiday falls on a Saturday, service will be provided the following Monday.

Contractor shall coordinate with the City Manager or his or her designee to ensure that the Collection of MSW, Recyclable Materials, Yard Trimmings, Wood, Food Scraps and Construction and Demolition Debris is compatible with, and does not interfere with, City's street sweeping operations.

4.10 Collection Standards.

4.10.A Care of Property. Contractor shall use due care when handling MSW, Recycling, Food Scrap and Yard Trimmings Containers. Containers shall not be thrown from trucks, roughly handled, damaged or broken. Containers shall be returned to the Collection point upright, with lids properly closed.

Contractor shall ensure that its employees close all gates opened by them in making Collections, unless otherwise directed by the Customer, and avoid crossing landscaped areas and climbing or jumping over flower beds, hedges, fences, and other building appurtenances.

City shall refer complaints about damage to private property, including common areas in common-area subdivisions, to Contractor. Contractor shall promptly and at its sole expense repair, or arrange for the repair of, all damage to private property caused by its employees, including but not limited to vehicles, overhangs, carports, streets, curbs, sidewalks, driveways and paved areas.

4.10.B Noise. All Collection operations shall be conducted as quietly as possible and shall conform to City noise level regulations. The noise level during the stationary compaction process shall not exceed 75 decibels at a distance of 25 feet from the Collection vehicle measured at an elevation of five (5) feet above ground level.

Contractor shall submit to City, upon City's request, a certificate of vehicle noise testing by an independent testing facility of a representative sample of Collection vehicles. The City may also conduct random checks of noise emission levels to ensure such compliance.

4.10.C Private and Public Streets. Contractor shall use its best efforts to prevent damage to all streets over which its Collection equipment may be operated, and Contractor shall obtain all required approvals for operation of its Collection vehicles on private streets. In the event Contractor damages public streets to an extent that exceeds normal wear and tear (e.g. hits and damages a public curb, sidewalk, or driveway or creates a hole in the pavement that must be repaired) City will notify Contractor and Contractor shall be responsible for the cost of repairing the damage, which will be performed by City. Contractor shall comply with all requirements for placement of Containers, including Roll Off Boxes in the public right of way, including compliance with encroachment permits pursuant to the Tustin Municipal Code. Contractor shall use all available industry best practices to prevent spills of fuel and fluids (such as oil, hydraulic fluid, brake fluid, etc.) on streets. If such a spill occurs, Contractor shall immediately notify the City (including the Director of Public works or his/her designee and the City's NPDES Coordinator) and all proper regulatory authorities of said spill and release of fluids, and shall clean, at Contractor's expense, the spilled fluids in coordination with, and to the satisfaction of, City and applicable regulatory agencies. Upon a release of such fluids, the driver shall immediately park the vehicle and it shall remain parked until the leak is repaired. In such event Contractor shall not park the leaking vehicle within two hundred (200) feet of a storm drain and

shall utilize absorbent material, sand bags or other appropriate means to prevent leaking fluids from entering storm drains. In the event of any type of spill or other emergency, Contractor shall be responsible for securing the immediate safety of the vehicle driver, all other employees of Contractor and all persons and property in the surrounding vicinity. As of the Effective Date Contractor shall initiate and provide continuous (at least monthly) training of all collection employees, route supervisors, dispatch personnel and all management employees in the proper handling of any spills to prevent such spills from entering storm drains or otherwise creating environmental damage or damage to persons, property, wildlife, animals, vegetation, the ocean, waterways, or releases to the atmosphere. Such trainings shall include a simulation of a spill with employees physically performing the appropriate actions and activities to contain spilled fluid(s), at least one (1) time each year. Contractor shall provide a quarterly report to City on the trainings held with each employee group including the topics covered, and the employees or third parties that provided each training, as further described in Section 9.03.

4.10.D Customer Privacy. Contractor shall strictly observe and protect the rights of privacy of Customers. Information identifying the contents and composition of a Customer's MSW, Recyclable Materials, Yard Trimmings, Wood or Food Scraps shall not be revealed to any Person, governmental unit, private agency or company, unless authorized by the Customer or by order of a court of law, or by statute. This provision shall not be construed to prohibit Contractor from preparing, participating in, or assisting in the preparation of solid waste characterization studies and waste stream analyses that may be required by the Act or requested by City, or in performing the

characterizations and audits required pursuant to Section 9.03 or providing information necessary for City to comply with the Act and to obtain information required for City to exercise its police powers. Contractor shall not market or distribute customer mailing lists to any party, with the sole exception that Contractor shall make available customer mailing lists to the City upon request.

4.11 Litter Abatement.

4.11.A Minimization of Spills. Contractor shall use due care to prevent MSW, Yard Trimmings, Wood, Food Scraps, Construction and Demolition Debris and Recyclable Materials from being spilled or scattered during the Collection or transportation process. If any MSW, Yard Trimmings, Wood, Food Scraps, Construction and Demolition Debris or Recyclable Material is spilled, Contractor shall promptly clean up all spilled materials whether on private or public property. Each Collection vehicle shall carry all industry-standard equipment for this purpose. Failure to clean up all spilled materials within two (2) hours of notification of the spill by a Customer or the City or any other Person shall result in the assessment of liquidated damages as described in Section 13.09.

Contractor shall not transfer loads from one vehicle to another on any public street or private roadway, unless it is necessary to do so because of mechanical failure or damage to a Collection vehicle that renders it inoperable and the vehicle cannot be towed.

4.11.B Clean Up of Existing Litter. The Contractor shall clean up existing litter in the immediate vicinity of any MSW, Recyclable Materials, Food Scrap or Yard Trimmings Collection area (including the areas on private and public property where

Containers are delivered for Collection) whether or not Contractor has caused the litter. Contractor shall notify the Customer and the City after the second occurrence of existing litter and shall send City a photograph of the littered area. City's Code Enforcement Officer and one of the Contractor's Recycling Coordinators will make an on-site inspection to discuss the situation with the Authorized Customer Representative responsible for the property. If the litter and debris is being caused by illegal dumping, the City and Contractor's City Liaison will work with the Authorized Customer Representative to utilize locked enclosures and/or Bins with locking lids to prevent entry. If the cause of the litter is under-subscription to the Collection service, the City and Contractor's City Liaison will work with the Authorized Customer Representative to determine the appropriate size Container(s) and frequency of Collection required to alleviate the problem.

4.11.C Clean Up of Illegal Dumping. Contractor shall respond to all calls from City regarding spilled or illegally dumped MSW, Yard Trimmings, Wood, Food Scraps, Recyclable Materials, Electronic Waste, U-Waste and/or Bulky Items that are identified in locations other than Customer MSW enclosures (such as empty parking lots, on City streets, sidewalks, etc.) during regular work hours and, in emergencies, at night and on weekends. Contractor shall collect and deliver such material to the City-designated Disposal Facility (or, in the case of Recyclable Materials, Yard Trimmings, Wood, concrete, asphalt or other inert materials, to the City-designated MRF, Yard Trimmings/Wood Processing Facility(ies), or Construction and Demolition Debris Processing Facility; and in the case of Electronic and Universal Waste, to a fully-permitted, City-Approved Processing Facility). In addition, Contractor shall routinely

Collect illegally dumped MSW, Yard Trimmings, Wood, Food Scraps, Recyclable Materials, Construction and Demolition Debris, Electronic or Universal Waste and/or Bulky Items on a weekly basis from each of the locations listed on Attachment CC and shown on the map of locations in Attachment CC. Collected materials shall be delivered to the City designated Disposal Facility (or, in the case of Recyclable Materials, Yard Trimmings, Wood, concrete, asphalt or other inert materials, to the City-designated MRF, Yard Trimmings/Wood Processing Facility(ies), or Construction and Demolition Debris Processing Facility; and in the case of Electronic and Universal Waste, to a fully-permitted, City-Approved Processing Facility). The City reserves the right to add or delete locations on the list in Attachment CC at any time with seven (7) business days notice to Contractor. Contractor shall utilize appropriate vehicles, equipment and labor to accomplish Collection of illegally dumped materials in a safe and timely manner in accordance with all applicable laws and regulations.

4.11.D Covering of Loads. Contractor shall place covers on all open Roll Off Box Containers and transfer trucks during transport to the Disposal facility, Materials Recovery Facility, Yard Trimmings/Wood Processing Facility, Food Scrap Processing Facility, Construction and Demolition Debris Processing Facility and all other Processing Facilities.

4.12 Hazardous Waste

4.12.A General. Contractor shall be aware of, and comply with, all laws, rules, and regulations relating to the handling and transportation of Hazardous Waste, including those requiring training and documentation. If Contractor observes any substances that it believes to contain Hazardous Waste within the City, including but not

limited to in Containers designed for MSW, Yard Trimmings, Wood, Food Scraps, Recyclable Materials or Construction and Demolition Debris, Contractor shall not collect such Hazardous Waste but shall immediately notify the appropriate regulatory agencies and the City. The preceding sentence does not apply to the Collection of Electronic Waste, Universal Waste, fluorescent tubes, pharmaceuticals or sharps that are classified as Hazardous Waste or Bulky Goods (i.e. refrigerators) that contain Freon, pursuant to this Agreement. In addition to other required notifications, if Contractor observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Waste unlawfully disposed of or released on City property, including storm drains, streets, or other public rights of way, Contractor shall notify City Manager, or the City Manager's designee immediately.

4.12.B Notice to Customers. Contractor shall notify all Customers at least once a year with a mailing separate from other notices and brochures, of: (i) the prohibition against the Disposal of Hazardous Waste in authorized Containers, Bins, Compactors or Roll-off Boxes; and (ii) the obligation of each Customer to provide for the proper handling and disposition of Hazardous Waste. To the extent that Contractor has actual knowledge of the existence of such Hazardous Waste in a Container placed for Collection, Contractor shall not collect such Container. Contractor shall, prior to leaving the location where such Hazardous Waste has been observed, leave a tag at least 2" x 6" that informs the customer why the Collection was not made and lists the telephone number for the appropriate local agencies to contact for proper disposal of the Hazardous Waste.

4.12.C Contractor to Segregate and Dispose. In the event Contractor inadvertently collects any Hazardous Waste, and during the course of transportation and disposition at a Disposal Facility, Materials Recovery Facility, Yard Trimmings/Wood Processing Facility, Food Scrap Processing Facility, Construction and Demolition Debris Processing Facility or other Processing Facility, becomes aware that it has collected such Hazardous Waste, Contractor shall segregate the Hazardous Waste, and shall arrange for its transport and Disposal to a properly permitted Recycling, treatment or disposal facility of Contractor's choosing at Contractor's sole expense. Contractor shall be solely responsible for the transport and disposition of all Hazardous Waste that is collected by Contractor. City will cooperate with Contractor's attempts to locate and collect the costs of such transport and disposition from the responsible Customer.

4.12.D Operating Procedures and Employee Training. Contractor shall establish, implement and maintain written operating procedures designed to ensure Contractor's utilization of techniques generally accepted in the recycling and waste hauling industry for cities of the size and nature of the City of Tustin, to handle and dispose of Hazardous Waste and its compliance with the provisions of this Section 4.12 and all applicable laws, rules, and regulations. Contractor shall establish, implement and maintain an employee training program and shall ensure that employees responsible for the identification of Hazardous Waste are fully trained to properly handle and dispose of Hazardous Waste. Contractor shall maintain documentation that describes the training received by its employees.

4.12.E Hazardous Waste Diversion Records. Contractor shall maintain records showing the types and quantities, if any, of Hazardous Waste found in MSW, Recyclable Materials, Yard Trimmings, Wood, Food Scraps and/or Construction and Demolition Debris at Residential Premises and at Commercial and Business Establishments and which was inadvertently Collected from service recipients within the City, but Diverted from landfilling.

4.13 City's Right to Change Scope of Work. City may, without amending this Agreement, direct Contractor to cease performing one or more of the services described in this Agreement and may direct Contractor to modify the scope of one or more of such services, may direct Contractor to perform additional Collection services and/or processing services, and may similarly modify Contractor's obligations under any provisions of this Agreement.

The changes that City may direct include, but are not limited to, program expansions, new Diversion Programs to comply with the Act, modifying or stopping certain Diversion programs and/or specified portions of programs, change of Processing Facility, providing pilot programs and innovative services which may entail new Collection methods, different types of services, equipment and/or new requirements for Customers, new technology, and compliance with new laws, rules, and regulations.

If such changes cause an increase or decrease in the cost of performing the services, an appropriate adjustment in the Contractor's rates will be made as provided in Section 12.06. Contractor will continue to perform the new or changed service while the appropriate adjustment in rates, if any, is being determined.

The work to be performed by Contractor, including the scope of work in Attachment B, includes tasks and programs (referred to in Attachment B as City-Directed programs) that City, in its sole discretion, may choose to implement during the Term. Contractor has provided City with rates to be charged to Customers for all of the City-Directed programs in Attachment B. If City chooses to implement any of those program(s), the provisions of this Section 4.13 shall not apply. Instead, the rate(s) for said program(s) shall be adjusted for the passage of time as described in Attachment J. The revenue from such rates, plus the revenue from sale of any Recyclable Materials, Diverted materials and/or any energy produced shall constitute the full and complete compensation to Contractor for implementing such program(s).

4.14 Attendance At Meetings With City. Contractor shall attend monthly status meetings with City representatives and agents beginning within one calendar week of the Effective Date of this Agreement. The date, time and location for meetings will be established by the City, in consultation with the Contractor. Contractor shall provide all necessary and appropriate personnel to attend each meeting such that the topics on the agenda can be addressed fully and completely. At the sole discretion of the City, additional, more frequent meetings may be convened during the months leading up to and after the start date for operations of April 1, 2019, in order to make sure the Implementation Plan is on schedule and that the Contractor is fully ready and prepared to commence Collection and all other operations pursuant to this Agreement. At the sole discretion of the City, additional meetings may be convened during the Term to continue to address issues not resolved at the monthly meetings and to address specific events, issues or concerns as needed by the City. Topics to be covered at the monthly meetings include progress on the Implementation Plan, progress toward the

achievement of program implementation as described in Attachment B, Contamination levels in Customer Containers, the Quarterly Tonnage Allocation Audits, review of implementation of all items in the Scope of Work, review of monthly reporting documents including the Red/Green Tracking Spreadsheets, planning for upcoming Special Events, and any other items relevant to the accomplishment of all tasks and attainment of all performance standards contained in the Agreement.

4.15 Ownership of Municipal Solid Waste and Recyclable Materials. Ownership and the right to possession of all MSW, Yard Trimmings, Wood, Food Scraps, Construction and Demolition Debris and Recyclable Materials shall be transferred to Contractor from the Customer once such materials are placed in Containers and properly placed at the designated Collection location, by operation of this Agreement and pursuant to Chapter 3, Part 1, Sections 4312 (c) and 4315 (c) of the Tustin Municipal Code. At no time shall the City obtain any right of ownership or possession of MSW, Yard Trimmings, Food Scraps, Recyclable Materials, Construction and Demolition Debris or Hazardous Waste placed for collection and nothing in this Agreement shall be construed as giving rise to any inference that City has such rights.

4.16 Roll Off Box at City Yard. Contractor shall, at no additional charge, provide a Roll-Off Box at the City yard for disposal of abandoned items collected by City crews. Contractor shall empty the Roll Off Box within three (3) business days of notification from City.

4.17 Contamination Warning Notice. Contractor shall follow the procedures described in Attachment B, Section 5.5 “Procedure for Observation and Issuance of

Contamination Notices to Customers" at any time a driver observes Contamination in a Container placed for Collection.

4.18 Implementation of Dynamic Routing and Associated Technology. At the time that the City directs implementation of dynamic routing and use of associated technology, Contractor shall provide to City a plan for rollout of this new method of scheduling and providing Commercial and Multi-Family Collection services. The plan is referred to in Attachment F-4, in the final paragraph in the section titled "Smart Containers". As part of the implementation, Contractor shall be responsible for preparing and disseminating customer public education materials explaining the concept of dynamic routing, the technology that makes it possible, the benefits and addressing the possible Customer perception that Collections (pickups) are "being missed." The public education materials will explain how and why Collection schedules will switch from being on the same day(s) every week to being performed when Containers are full. Contractor shall hold at least two (2) outreach events (open house and/or one (1) hour seminar-style meeting) and shall invite Commercial and Business Establishment and Multi-Family owners, managers, and interested tenants to such meetings. City will cooperate with Contractor with regard to these outreach efforts. Contractor shall train all customer service personnel, drivers, helpers, Recycling Coordinators, City Liaison, and all other employees who come in contact with the public about the switch to the new technology and method of routing and Collection. In order to assist Contractor and Customers with the transition to use of dynamic routing and the new technology, the liquidated damages in Section 13.09 numbered A2 and A4 shall not apply to, and shall exempt missed pickups due to the perception of a "miss" caused

by the transition to dynamic routing. This exemption applies for a period of nine (9) months once the rollout of dynamic routing begins.

ARTICLE 5: TRANSPORTATION AND DISPOSAL OF MSW OR PROCESSING OF RECYCLABLE MATERIALS

5.01 Transportation and Disposal of MSW. City has entered into an agreement dated June 16, 2009 with the County of Orange for utilization of the Orange County Landfill System for disposal of MSW. An amendment to the agreement was executed by the City and the County on April 7, 2016 and April 28, 2016, respectively and became effective on or before June 30, 2016. Both the agreement and the amendment are included as Attachment I. The parties acknowledge that the City's existing arrangements with the Orange County Landfill System will expire as of June 30, 2025. City will be responsible for renewing these arrangements and shall notify Contractor when such renewal has taken place. In the event the Orange County Landfill System becomes unavailable to City for Disposal of MSW from City, Contractor shall assist City in identifying and researching possible alternate Disposal Sites and shall cooperate with City in switching to the alternate Disposal Site(s) identified by City. In such event, the provisions of Sections 4.13 and Section 12.06 shall apply if the change in Disposal Site creates a change (either an increase or decrease) in the cost of transport or Disposal of MSW. Contractor shall transport and deliver all MSW Collected pursuant to this Agreement to the Orange County Landfill System, and to the specific landfill designated by City, for the duration of the City's contract with the County of Orange, including any extensions. The City-designated Disposal Sites as of the Effective Date are: the Prima Deschesa Landfill, the Frank Bowerman Landfill and the Olinda Alpha Landfill in the Orange County Landfill System. If the City-designated landfill(s) becomes unavailable, Contractor shall transport and deliver all MSW collected pursuant to the Agreement to another landfill within the Orange County Landfill system as directed by City. If there is

no other landfill available within that system, or in the event the City's landfill agreement with the County of Orange terminates during the Term, Contractor shall transport and deliver all MSW collected pursuant to the Agreement to such other Disposal site designated by the City Manager or his/her designee.

During the term of the City's contract with the County of Orange, Contractor shall comply with all provisions of such contract, including, but not limited to, Section 3.01(C) requiring transport and delivery of residue (as defined in Attachment I: "'Residue' means any material remaining from the processing, by any means and to any extent, of City Acceptable Waste or Recycled City Acceptable Waste; provided, however, that Residue shall not include minimal amounts of material remaining after such processing [which minimal amounts shall in no event exceed 10% of the amount of such City Acceptable Waste or Recycled City Acceptable Waste prior to processing.]") from all Materials Recovery Facilities, Compost Facilities and all other Processing Facilities utilized in the performance of this Agreement, to the Orange County Landfill System; and with Section 3.01 (H) requiring provision of tonnage data by type of load (Residential, Commercial and Roll Off), origin of MSW delivered to the County Landfill System directly from City routes and from all transfer stations and Processing Facilities used in the performance of this Agreement.

Delivery of any material to a landfill for use as ADC is prohibited (see Section 6.12).

Contractor shall cooperate with the operator(s) of the City-approved Disposal Site(s) with regard to operations therein, including by way of example, complying with directions from the operator to unload Collection vehicles in designated areas,

accommodating to maintenance operations and construction of new facilities, complying with the operator's Hazardous Waste exclusion program, and fully and transparently cooperating with the operator's tonnage tracking system including reporting of allocation methods and self-haul transfer allocations.

In the event Contractor utilizes a transfer station for consolidation and transport of MSW or other materials collected in City during the Term, Contractor shall execute an agreement with the County of Orange as described in Section 3.1 (C) in a form similar that in Appendix 4 of the City-County Landfill Contract in Attachment I, entitling Contractor to be charged the Contract Rate (as defined in Attachment I) for Disposal of MSW from City in the Orange County Landfill System.

5.02 Transportation of Source Separated and Single Material Recyclable Materials. Contractor shall transport and deliver for processing Single Stream Recyclable Materials and Single-Material Recyclables, and appropriate Bulky Goods to the CR&R Intermediate Processing Center (Western Ave Clean MRF) and/or the South Orange County MRF and Transfer Station in San Juan Capistrano, which are the City-approved Clean MRF(s) identified in Attachment O.

5.03 Transportation of Yard Trimmings. Contractor shall transport and deliver all Yard Trimmings to the CR&R South County Organics Composting facility, adjacent to 31641 Ortega Highway, San Juan Capistrano, and/or the Lakeview Composting Facility located at 18240 Bridge Street in the community of Lakeview, CA which are the City-approved Yard Trimmings Processing Facility(ies) identified in Attachment Q.

5.04 Transportation of Food Scraps. Contractor shall transport and deliver all source-separated Food Scraps collected from Carts, Bins, Roll Off Boxes and Compactors

pursuant to this Agreement to the Puente Hills Material Recovery Facility located in the City of Industry, CA which is the City-approved source-separated Food Scrap Processing Facility(ies) identified in Attachment P.

5.05 Transportation of Co-Collected Yard Trimmings and Food Scraps. If and when City directs co-collection of Yard Trimmings and Food Scraps for any stream (e.g. Residential, Commercial and/or Multi-Family), City shall direct Contractor, and Contractor shall transport and deliver all Co-Collected Yard Trimmings and Food Scraps collected in City pursuant to this Agreement to one of the processing facilities proposed by Contractor for processing co-collected Yard Trimmings and Food Scraps. The facilities proposed by Contractor are the Perris Anaerobic Digestion Facility located in Perris, CA and the CR&R-owned and operated South Yuma County Landfill Composting Facility located at 19536 South Avenue 1E, Yuma, AZ which are identified in Attachments Q (Yuma Composting Facility) and R (Perris Anaerobic Digestion Facility). The facility selected by the City shall become the City-Approved Processing Facility for Co-Collected Yard Trimmings and Food Scraps.

5.06 Transportation of Construction and Demolition Debris. Contractor shall transport and deliver all Construction and Demolition Debris collected from Bins and Roll Off Boxes pursuant to this Agreement to the CR Transfer Station Material Recovery Facility (CRT) in Stanton, CA and/or the South County C&D Material Recovery Facility located at 31643 Ortega Highway in San Juan Capistrano which are the City-approved Construction and Demolition Debris Processing Facilities identified in Attachment S.

5.07 City Right to Unilaterally Direct Change in Processing Facility. City reserves the right to unilaterally direct a change in any of the Processing Facilities described in

this Article 5 for any reason, during the Term. In such event, City shall provide a minimum of six (6) months written notice to Contractor of the change. In such event, the provisions of Section 4.13 shall apply. If the City approves use of a different type of Processing Facility(ies) (e.g. change from an Anaerobic Digestion Facility or from a Bioengineered Feedstock Facility to a Compost Facility) all of the requirements for use and operation of the new facility(ies) in Article 6, including but not limited to Sections 6.04 and 6.05, shall apply. The table in Section 6.06 shall be modified accordingly to reflect the new City-approved Processing Facility(ies).

5.08 Designated Processing Facilities Unavailable. If any of the Processing Facilities described in Sections 5.02, 5.03, 5.04, 5.05, and/or 5.06 become unavailable for use by the City during the Term, City may designate a new Processing Facility pursuant to Section 14.13. The parties agree that a Processing Facility shall only be deemed to be "unavailable" if one or more of the following has occurred: (i) a Force Majeure event as described in Section 14.12 has occurred; or (ii) a Processing Facility has lost one or more permits to operate; (iii) a Processing Facility has exhibited a pattern of violation through the receipt of repeated notices of violation from one or more regulatory agencies. Further, the parties agree that a Processing Facility shall only be deemed to be "unavailable" if the lack of availability of the Processing Facility is not due to Contractor's negligence, illegal activity, neglect or willful misconduct. At City's request, Contractor shall research and propose alternate Processing Facility(ies) for the material(s) requiring Processing, and shall submit a written analysis and recommendation to the City within five (5) working days concerning the cost for use of alternate facilities and any logistical changes that would be required to utilize such

alternate facilities. City and Contractor will discuss the advantages and disadvantages of use of the potential alternate Processing Facilities and City will designate a selected facility. The decision of the City shall be final. In the event a Processing Facility becomes unavailable due to the negligence, illegal activity, neglect or willful misconduct of Contractor, Contractor shall bear all additional costs for use of an alternate Processing Facility including increased processing costs, transportation costs, transfer costs and all other costs. If the City designates use of a different type of Processing Facility(ies) (e.g. change from an Anaerobic Digestion Facility or from a Bioengineered Feedstock Facility to a Compost Facility) all of the requirements for use and operation of the new facility(ies) in Article 6, including but not limited to Sections 6.04 and 6.05, shall apply. The table in Section 6.06 shall be modified accordingly to reflect the new City-approved Processing Facility(ies).

5.09 Contractor Request for Change of Processing Facility. In the event Contractor proposes the use of a new or different Processing Facility other than those currently in use, Contractor shall provide the City with a detailed description of the proposed facility including but not limited to, the location, owner and operator, current facility users, technical capacity, processing methodology, Diversion capabilities, potential advantages to the City, cost of use of the facility including impacts of transportation costs and tipping fees, and shall provide copies of all permits for the facility. In presenting the costs for use of the proposed facility, Contractor shall provide the City with both basic cost information and with proposed revisions to Attachment D showing the breakdown of costs for Collection, processing, transportation and Disposal for each rate category (Residential, Commercial, Multi-family and Roll Off) incorporating use of the proposed facility, as well as the total proposed rate change for each rate category incorporating use of the proposed facility. The City will evaluate the proposal and may,

at its sole discretion, choose not to use the proposed facility if any one of the following issues is not addressed to the satisfaction of the City:

(a) Costs are not acceptable.

(b) The facility does not have all required state, federal and local permits, and land use approvals and/or the facility is not operating in compliance with all state, federal and local permits, regulations and land use approvals.

(c) Performance of the facility is not acceptable (e.g. the Diversion achieved or proposed is not adequate, the quality of the materials created at the facility is substandard, etc.)

(d) The actual or proposed end use for the processed materials created by the facility is not the highest and best use as dictated by regulatory conditions.

(e) The City does not need such a facility.

(f) Use of the proposed facility is not in the best interest(s) of the City and its ratepayers.

The parties will meet and discuss use of the proposed facility and the Contractor will provide prompt responses to City questions, concerns and requests for any additional information. City will inform Contractor in writing of its decision concerning use of the proposed facility within sixty (60) days of receipt of all of the information requested by the City. The decision of the City shall be final.

In the event City chooses to utilize a new or different Processing Facility, Attachment D shall, for the remainder of the Term, (if desired by City) be revised to include additional columns such that the new table shows the breakdown of costs for Collection, processing, transportation and Disposal for each category of service. If the City approves use of a different type of Processing Facility(ies) (e.g. change from an Anaerobic Digestion Facility or from a Bioengineered Feedstock Facility to a Compost

Facility) all of the requirements for use and operation of the new facility(ies) in Article 6, including but not limited to Sections 6.04 and 6.05, shall apply. The table in Section 6.06 shall be modified accordingly to reflect the new City-approved Processing Facility(ies).

ARTICLE 6: PROCESSING AND MARKETING OF RECYCLABLE MATERIALS

6.01 General. The costs proposed by Contractor shall include the costs of furnishing of all labor, supervision, equipment, materials, supplies and all other items necessary to perform the processing and materials marketing services required in a thorough, workmanlike and efficient matter.

6.02 Permits. Contractor shall utilize only Processing Facilities that are fully licensed and permitted under all applicable federal, state, regional and local laws, rules, and regulations. Within fifteen (15) calendar days after execution of the Agreement by both parties, Contractor shall deliver to City a package containing copies of all of the permits for the Clean MRF, the Compost Facility, the Yard Trimmings/Wood Processing Facility, the Food Scrap Processing Facility(ies), the Construction and Demolition Debris Processing Facility and for any other Processing Facility approved by City that Contractor will use to process materials collected within City. Contractor shall simultaneously submit original signed contracts with each Processing Facility (unless owned by Contractor) evidencing the terms and conditions under which Contractor is entitled to utilize the facilities for processing of City's materials and showing that each agreement includes the Processing Facility meeting all the requirements included in this Article 6.

6.03 Delivery of Residue to Landfill. Contractor shall deliver, or arrange to be delivered, all non-recyclable Residue from the operations at all Processing Facilities including but not limited to the Clean Materials Recovery Facilities, the Compost Facilities, the Food Scrap Processing Facility(ies), the Anaerobic Digestion Facility (if directed by City for processing Co-Collected Food Scraps and Yard Trimmings) and the

Construction and Demolition Debris Processing Facilities to the City designated landfill. Delivery of any material to a landfill for use as ADC is prohibited (see Section 6.12).

6.04 MRF, Compost, Food Scrap and C/D Facility Operating Requirements. Contractor shall operate all Processing Facilities it owns, including but not limited to, the Clean Materials Recovery Facility, the Compost Facilities, the Anaerobic Digestion Facility and the Construction and Demolition Debris Processing Facility in compliance with all applicable federal, state, regional and local laws and regulations and shall adhere to the requirements of all permits for each facility. If Contractor is using Processing Facilities it does not own (including but not limited to the Puente Hills Material Recovery Facility), it shall be Contractor's responsibility to investigate and determine that said facilities are operating in compliance with all applicable laws, rules, and regulations and permit requirements. If, at any time during the Term, said facilities are not operating in compliance with all legal requirements, it shall be the duty of Contractor to immediately report the situation to the City. Upon receipt of such information, City may conduct an independent investigation of the situation, may require Contractor to utilize a different Processing Facility while City is conducting its investigation, or may take other actions City deems reasonable and necessary to protect the interest of the City, its customers, public health and safety and the environment.

The Clean MRF described in Attachment O must include processing lines for cleanup of Single-Material Recyclables and sorting of Single Stream Recyclable Materials and must be capable of processing all the Single-Material Recyclables and Single Stream Recyclable Materials collected by Contractor in the City.

The Compost Facilities described in Attachment Q, must be capable of processing all the Residential and Commercial Yard Trimmings Collected by Contractor in the City, and, if applicable, all Food Scraps collected by Contractor in the City. The end product(s) produced at the facility must be capable of being used for agricultural and landscaping applications and shall meet all federal, state, regional and local laws and regulations for such uses. Compost produced must be certified by the U. S. Composting Council Seal of Testing Assurance Program ("STA"). Contractor shall provide City with documentation evidencing such certification annually on or before August 1 of each year beginning August 1, 2019. If the Compost Facility is owned by Contractor, Contactor shall have the capability to provide "custom blends" of Compost to address end users' needs for specific crops, soils and/or other parameters.

The Perris Anaerobic Digestion Facility described in Attachment R must be capable of processing all Co-Collected Residential Food Scraps and Yard Trimmings Collected by Contractor in the City, if and when directed by City. All Anaerobic Digestate produced from processing of City's materials shall be Composted by either Contractor or a third party at a Compost Facility that is fully licensed and permitted by all applicable regulatory agencies to accept the quantities of Anaerobic Digestate delivered by Contractor from the Anaerobic Digestion Facility described in Attachment R. The end product(s) produced at the Compost Facility must be capable of being used for agricultural and landscaping applications and shall meet all federal, state, regional and local laws and regulations for such uses. Compost produced must be certified by the U. S. Composting Council Seal of Testing Assurance Program ("STA"). Contractor shall provide City with documentation evidencing such certification annually on or before August 1 of each year beginning August 1, 2019. If the Compost Facility is owned by

Contractor, Contactor shall have the capability to provide “custom blends” of Compost to address end users’ needs for specific crops, soils and/or other parameters.

If there is no fully permitted Composting Facility available for Composting Anaerobic Digestate, and Contractor can demonstrate such lack of a Composting Facility, City may, but is not required to, consider allowing Contractor to land-apply Anaerobic Digestate (either solid and/or liquid Anaerobic Digestate). In such event, City may request that Contractor submit a detailed plan for land-application of Anaerobic Digestate, until such time as a fully permitted Composting Facility becomes available. The plan shall include the number of Tons (and/or gallons) of Anaerobic Digestate to be land-applied per month, per quarter and per year; location(s) of proposed land(s) where Anaerobic Digestate would be applied; acreage of each proposed parcel; current use and zoning for each parcel (e.g. agricultural use or non-agricultural use); planned schedule and frequency of delivery and application of Anaerobic Digestate to each parcel(s); planned depth of applications; method of application and equipment to be used for application; laboratory test results for metals, pathogens, and all other required parameters per Title 14 CCR Section 17852(a)(24.5)(A) et seq. and per all Regional Water Quality Control Board, California Department of Food and Agriculture and United States Department of Agriculture laws and regulations. Laboratory results submitted to City shall include chain of custody information for each sample using a procedure equal to, or more rigorous than, the U. S. Composting Council Seal of Testing Assurance protocol. The plan shall describe in detail, the requirements of each agency and Contractor’s plan for compliance with same. The plan shall also contain a letter of authorization and approval from the local jurisdiction with land use authority for each parcel, the Local Enforcement Agency, CalRecycle, the Regional Water Quality Control

Board, the local Air Quality Management District, the applicable Air Pollution Control District, the local health department, the local Fire Department and fire authorities, and if agricultural land is proposed to be used, from the California Department of Food and Agriculture concurring that the plan meets all state, federal and local requirements.

Upon receipt of Contractor's plan for land application of Anaerobic Digestate, City will review the plan, conduct research and hold discussions with the regulatory agencies. Contractor shall respond in a timely and complete manner to all questions from City concerning the proposed plan. City may approve or disapprove Contractor's proposal for land application of Anaerobic Digestate, in City's sole discretion. The decision of the City shall be final.

In the event City approves land application of Anaerobic Digestate until a fully permitted Composting Facility becomes available, Contractor shall, on an annual basis beginning twelve (12) months after City's approval of the land application, submit a letter of verification from the Local Enforcement Agency that the land application of Anaerobic Digestate is in full compliance with all state, federal and local laws and regulations. City may conduct site visits to all land parcel(s) utilized for land application of Anaerobic Digestate as described in Section 9.04. If City determines at any time, that Contractor's land application of Anaerobic Digestate is not in compliance with all applicable state, federal and local laws and regulations, City may direct Contractor to cease such land application. In the event that a fully permitted Compost Facility becomes available to Compost Anaerobic Digestate, City may direct Contractor to cease land application of Anaerobic Digestate and commence use of the City-approved Composting Facility. In such event, the provisions of Section 5.07 shall apply.

Contractor shall only manage Anaerobic Digestate resulting from processing of City's materials by either (a) Composting the Anaerobic Digestate at a fully licensed Composting Facility and/or (b) by land application pursuant to the plan submitted to City, all in accordance with the requirements of this Agreement. The sale, donation or use of Anaerobic Digestate (liquid or solid) produced from processing City's materials, for any other use or purpose is strictly prohibited. The sale or donation of Anaerobic Digestate (liquid or solid) produced from processing City's materials by Contractor to any other Person or the use of Anaerobic Digestate (liquid or solid) produced from processing City's materials by any other Person, is strictly prohibited.

The Puente Hills Material Recovery Facility described in Attachment P must be capable of processing all source-separated Residential, Multi-Family and Commercial Food Scraps Collected by Contractor in the City. Contractor shall report to City the total Tons of Food Scraps delivered to the Bioengineered Feedstock Facility, the conversion factor used to calculate the gallons of feedstock produced from the City of Tustin's Food Scraps at the facility, and the total gallons of Tustin feedstock delivered to the Wastewater Treatment Plant described in Attachment P. Contractor shall also report to City the number of Tons of Residue generated by the Bioengineered Feedstock Facility in its preparation of the feedstock and the facility to which the Residue was delivered. Contractor shall ensure that the Food Scraps delivered to the Bioengineered Feedstock Facility meet, and will continue to meet in the future, the specifications required by both the Bioengineered Feedstock Facility and the Wastewater Treatment Plant. Contractor shall also ensure that the Wastewater Treatment Plant continues to be fully permitted and operating within all permit requirements during the Term.

The Construction and Demolition Debris Processing Facility described in Attachment S must be capable of processing all of the Construction and Demolition Debris that is Collected by the Contractor in the City.

6.05 Contractor To Meet All Food Scrap Processing Facility Specifications. Contractor shall take all actions required to ensure that the Food Scraps Collected and delivered to the Food Scrap Processing Facility provided by Contractor and approved by City, meet all specifications required by said Facility for the feedstock material, including but not limited to, amounts of Contaminants allowed. In no event shall the Food Scraps Collected in City be delivered to any alternate Food Scrap Processing Facility or any other type of facility that has not been previously approved in writing by City, nor shall any Food Scraps Collected in City be Disposed.

6.06 Processing Requirements. Contractor shall process Single-Material Recyclables, Single Stream Recyclable Materials, Food Scraps, Yard Trimmings/Wood and Construction and Demolition Debris in such a manner that satisfies the Diversion implementation requirements of Attachment B.

Materials Collected by Contractor shall be processed at the facilities listed below:

Material	**Processing Facility**
Single Material Recyclable Materials (glass, metals, loose and baled cardboard, etc.)	Clean MRF
Single Stream Recyclable Materials	Clean MRF
Yard Trimmings/Wood	Compost Facility
Food Scraps	Bioengineered Feedstock Facility/Wastewater Treatment Plant
Co-collected Food Scraps and Yard Trimmings/Wood	Compost Facility or Anaerobic Digestion Facility
Construction and Demolition Debris	Construction and Demolition Debris Processing Facility

6.07 No Use of Biomass or Transformation Facilities. Contractor shall not deliver MSW or any other materials to a Biomass Facility or to a Transformation Facility**.**

6.08 Reporting of Annual Diversion Rate Achieved. On or before March 15, 2020, and on or before March 15 in all subsequent years of the Term, Contractor shall report to City the Annual Diversion Rate for the preceding calendar year, including copies of all reports from the County of Orange and CalRecycle, all Processing Facilities and all

other records used as source documents for the Tons Collected, processed and Disposed by Contractor for the prior calendar year. Contractor's report shall include a list of all Tons of MSW Disposed by Contractor at Disposal facilities, and shall include Residue from all Processing Facilities utilized by Contractor including but not limited to Clean MRF, Compost Facilities, Food Scrap Processing Facilities, and Construction and Demolition Debris Processing Facilities. The report shall show the total Tons from City that have been Disposed. The report shall also list the total Tons of MSW, Single-Material Recyclables, Single Stream Recyclable Materials, Yard Trimmings, Wood, Food Scraps, Construction and Demolition Debris and all other materials Collected from within City by Contractor, and the total number of Tons of said materials. Said report shall show the total number of Tons Collected and Diverted in each of the following categories: (a) Residential, (b) Multi-Family, (c) Commercial and Business Establishments, and (d) Roll Off Box service. For purposes of this report, Roll Off shall include both permanent and temporary Bins and Roll Off Box service, Collection of Compactors of ten (10) cubic yards or larger in size, and Collection of Construction and Demolition Debris. Contractor shall provide a written response to any questions from City concerning the Diversion calculations and shall, if requested, meet with City to discuss the calculations, the underlying tonnage reports, and any other related issues. If requested by City, Contractor shall supply all additional documentation required to substantiate the Diversion rate calculation to the satisfaction of City.

6.09 Contractor Incentive. Contractor may earn up to two (2) one-year extensions of the Term, as described herein. Attachment N provides the detailed methodology for evaluation of achievement of the requirements described herein.

6.09.A Phase 1 Extension Incentive. If Contractor meets the implementation requirements listed below and Contractor is in full compliance with all requirements of this Agreement, City will extend the Term of the Agreement by one (1) year. In order to qualify for the Phase I incentive, Contractor must have achieved all of the following by March 31, 2022: (a) have fully implemented an AB 341 Single Stream Recyclable Materials and/or Single-Material Recyclables Collection program at one-hundred percent (100%) of Commercial AB 341 Customers (approximately 200 additional accounts as of the Effective Date); (b) have fully implemented an AB 341 Single Stream Recyclable Materials and/or Single-Material Recyclables Collection program at one-hundred percent (100%) of Multi-family AB 341 Customers (approximately 90 additional Customers as of the Effective Date); and (c) have fully implemented an AB 1826 Food Scrap Diversion program at 100% of Tier 1, 2, 3, and 4 AB 1826 Customers (approximately 260 additional Customers as of the Effective Date). If Contractor meets the Diversion requirements for Phase 1, the City will extend the Agreement for one year from March 31, 2027 to March 31, 2028. During the period April 1, 2022 through June 30, 2022, City will conduct a survey of all AB 341 and AB 1826 Customers. City will determine if Contractor has fully implemented an AB 341 Single Stream and/or Single Material Recycling program at one-hundred percent (100%) of all the AB 341 Customers within City. City will also determine if Contractor has fully implemented an AB 1826 Food Scrap Collection program at one-hundred percent (100%) of all AB 1826 Customers. City will utilize the criteria and methodology in Attachment N, Subpart 3 (a) 1 and Subpart 3 (a) 2 in making said determinations. Customers on the List of Non-Compliant Customers Referred to City for Enforcement Action Under Mandatory Ordinance" (described in Attachment B, Section 3.3.4 (xiv) and reported to City in

Attachment K Monthly Report Item #8) on April 1, 2022, shall not count against Contractor in determining whether Contractor has achieved the metrics to earn the Phase 1 extension. However, if City identifies any Customer required by PRC 42649 *et seq.* to have a fully implemented AB 341 program, that does not have a fully implemented program and is not on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" in Attachment K, Monthly Reports, Item #8, then Contractor fails to earn the Phase 1 one-year extension. Similarly, if City identifies any Customer required by PRC 42649 *et seq.* to have a fully implemented AB 1826 program, that does not have a fully implemented program and is not on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" in Attachment K, Monthly Reports, Item #8, then Contractor fails to earn the Phase 1 one-year extension.

6.09.B Phase 2 Extension Incentive. If Contractor meets the implementation requirements listed below and Contractor is in full compliance with all requirements of this Agreement, City will extend the Term of the Agreement by one (1) year. In order to qualify for the Phase 2 incentive, Contractor must have achieved all of the following by December 31, 2024: (a) has continued full implementation of all AB 341 and AB 1826 programs at Customers required by PRC 42649 *et seq*. and PRC 42649.8 *et seq.* to have such programs; (b) has fully implemented an SB 1383 Food Scrap Collection program at one-hundred percent (100%) of the Multi-family complexes that are required to have this service per SB 1383 (PRC Section 42652 *et seq.*); (c) has not exceeded the Contamination caps for Residential, Commercial and Multi-Family Customers as follows: ten percent (10%) by weight for Single Stream Recyclable Materials, ten

percent (10%) by weight for Food Scraps and twenty-percent (20%) by weight for MSW, as described in Section 3.3.4 (xi) of Attachment B. In the event City has directed implementation of a Residential and/or Multi-Family co-collection program for Yard Trimmings/Wood and Food Scraps, Contractor has not exceeded ten percent (10%) by weight Contamination of the co-collected Yard Trimmings/Wood and Food Scraps. In the event City has directed implementation of a Commercial co-collection program for Yard Trimmings/Wood and Food Scraps, Contractor must have achieved the ten percent (10%) by weight Contamination cap. If Contractor meets the Diversion requirements for Phase 2, the City will extend the Agreement for one year from March 31, 2027 to March 31, 2028 (if Contractor failed to earn the Phase 1 Extension) or from March 31, 2028 to March 31, 2029 (if Contractor earned the Phase 1 Extension). During the period January 1, 2025 through March 31, 2025 City will assess Contractor's performance as follows:

Continued Full Implementation of AB 341 and AB 1826 Programs. City shall conduct a survey of all Customers required to have an AB 341 program (PRC 42649 *et seq.)* and all Customers required to have an AB 1826 program (PRC 42649.8 *et seq.)* in City. City will determine if Contractor has continued full implementation of said programs at one-hundred percent (100%) of all the Customers required to have AB 341 and AB 1826 programs. City will utilize the criteria and methodology in Attachment N, Subpart 3 (b) 3 in making said determinations. Customers on the List of Non-Compliant Customers Referred to City for Enforcement Action Under Mandatory Ordinance" on January 1, 2025, shall not count against Contractor in determining whether Contractor has achieved the requirements to earn the Phase 2 extension. However, if City

identifies any Customer required by either PRC 42649 *et seq.* or PRC 42649.8 *et seq.* to have a fully implemented AB 341 or AB 1826 program, that does not have a fully implemented program and is not on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" in Attachment K, Monthly Reports, Item #8, then Contractor fails to earn the Phase 2 one-year extension.

Multi-Family Food Scrap Program Implementation. City shall conduct a survey of all Multi-Family Customers in City. City will determine if Contractor has fully implemented an SB 1383 Food Scrap Collection program at one-hundred percent (100%) of all the SB 1383 Customers required to have such a program pursuant to PRC Section 42652 *et seq*. City will utilize the criteria and methodology in Attachment N, Subpart 3 (b) 1 in making said determinations. Multi-Family Customers on the List of Non-Compliant Customers Referred to City for Enforcement Action Under Mandatory Ordinance" on January 1, 2025, shall not count against Contractor in determining whether Contractor has achieved the metrics to earn the Phase 2 extension. However, if City identifies any Customer required by PRC 42652 *et seq.* to have a fully implemented AB 1383 program, that does not have a fully implemented program and is not on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" in Attachment K, Monthly Reports, Item #8, then Contractor fails to earn the Phase 2 one-year extension.

Achievement of Contamination Caps for Residential, Commercial, Multi-Family, Gated Developments, HOA's and Mobile Home Parks. As described in Attachment N, Contractor shall conduct special characterization studies during January 2025 to determine whether or not the required Contamination caps have been met. Special

characterization studies shall be performed for each of the following streams: Residential, Multi-Family and Commercial, and for each of the following components contained in each stream: Single Stream Recyclable Materials/Single Material Recyclables, Food Scraps and MSW, as described in Attachment N. For any component where the characterization study shows that the Contamination cap was exceeded, the Contractor may, at Contractor's sole expense, conduct one (1) additional characterization study for each of the failed components. All subsequent characterization studies for those component(s) exceeding the Contamination cap(s) must be completed on or before March 15, 2025 and the results submitted to City on or before March 25, 2025.

6.09.C Failure to Meet Phase 1 or Phase 2 Extension Requirements. In the event Contractor meets all of the extension requirements in both Phase 1 and Phase 2, the Term will be extended to March 31, 2029. If Contractor fails to meet the extension requirements of Phase 1, such failure will not preclude Contractor from earning a one-year extension of the Agreement in Phase 2. If Contractor fails to meet the extension requirements of Phase 1 by the Phase 1 deadline, but meets the extension requirements for both Phase 1 and of Phase 2 by December 31, 2024, City will extend the Term by one year, to March 31, 2028.

6.09.D Notice of Extension or Failure to Earn Extension. The City will evaluate Contractor's performance in Phase 1 during April 1 - June 30, 2022. City will notify Contractor in writing on or before August 31, 2022 as to whether or not the Term is extended by one year for Phase 1. The City will evaluate Contractor's performance in Phase 2 during January 1 – March 31, 2025. City will notify Contractor in writing on or

before May 1, 2025 as to whether or not the Term is extended by one year for Phase 2. The decisions of the City shall be final.

6.10 Failure of Contractor to Achieve Minimum Levels of Diversion Program Implementation.

Contractor is required to achieve minimum levels of Diversion Program Implementation as described in Section 14.11. Failure to achieve the minimum levels shall result in (a) forfeiture of the Phase 1 and/or Phase 2 Extension Incentive(s) and (b) Contractor payment of City's costs to fully implement Diversion programs, as more fully described in Section 14.11.

6.11 Marketing of Recovered Materials, Compost and Other Products. Contractor shall be responsible for marketing, or arranging for the marketing, of all Recovered Materials, all Compost product(s) and all other products, including but not limited to, methane, compressed natural gas, other marketable gas products and electricity generated or produced from the Processing Facilities utilized to process materials Collected in City, including the Materials Recovery Facilities, Yard Trimmings/Wood Processing Facility, Food Scrap Processing Facilities and the Construction and Demolition Debris Processing Facility.

6.12 Limits on Modes of Disposition. City may direct Contractor, at any time, to stop delivering Recovered Materials for uses that do not qualify as Diversion for purposes of the Act. Contractor is prohibited from delivering any material Collected in City to a solid waste landfill for use as Alternative Daily Cover. This prohibition includes, but is not limited to, Recyclable Materials, Yard Trimmings, Food Scraps, Wood, Construction and Demolition Debris, Compost, Anaerobic Digestate, MRF "fines", MRF

"overs" and all other products, byproducts and Residue from Processing Facilities utilized to Process materials pursuant to this agreement.

This prohibition applies even if CalRecycle or any other agency allows such materials used as ADC to qualify as Diversion for purposes of the Act.

No MSW of any kind may be Disposed of on land at any location other than by delivery to the City-designated landfill. No MSW of any kind may be disposed of in water or in the atmosphere.

6.13 City Access to Processing Facilities. In addition to City's rights under other provisions of this Agreement, City and its agents shall have the right at all reasonable times to enter each of the Processing Facilities to (a) observe operations, (b) observe compliance with permit requirements, (c) observe tonnage allocation and tonnage tracking procedures, and (d) for any other reasonable purpose.

ARTICLE 7: EQUIPMENT, FACILITIES AND PERSONNEL

7.01 General. Contractor shall furnish all facilities, vehicles and equipment necessary to perform safely and efficiently the services required by this Agreement. Contractor shall provide new Collection vehicles, Bins, Carts and other Containers and other equipment as described in Sections 7.03, 7.04 and in Attachment B.

7.02 Facilities.

7.02.A General. Contractor shall provide all facilities required for storage, maintenance, repair and deployment of all vehicles and equipment required to perform the services required by this Agreement. Contractor shall also provide the necessary facilities and office space for personnel of Contractor providing the services required by this Agreement. The facility or facilities used by Contractor to perform the required services shall be fully permitted in compliance with all Federal, State and local laws, rules, and regulations. In the event the City receives complaints about the facilities (whether for noise, odor, litter, traffic problems or any other issue), Contractor shall promptly take action to address the issue(s) and shall resolve the problem within five (5) business days.

7.03 Vehicles.

7.03.A General. Contractor shall provide Collection and auxiliary vehicles of the type, size and configuration, and in the quantities shown on Attachment F-1. The vehicles to be provided shall also include the lighter-weight two-axle front loader vehicles (with liftable tag axle) described in Attachment F-2 for Collection of Commercial Recycling Bins. All front loader, rear loader, side loader, Roll Off Box collection vehicles

and all other Collection vehicles shall be new and unused as of April 1, 2019 and suitable in design and construction for arduous heavy-duty service. All front loader, rear loader, side loader and Roll Off Box collection vehicles acquired during the Term shall also be new and unused. For purposes of this section, "new" means the truck chassis, body and all other parts and components shall be new and unused. If it becomes necessary during the Term, a used diesel vehicle may be placed into service on a temporary basis (i.e., for no more than 90 days) provided that it is safe, in good operating condition, and equivalent in design and capacity to vehicles in regular service. All Collection vehicles shall be equipped with a system that provides surveillance, monitoring, auditing, recording and tracking including video and still photo equipment, GPS system, i-pads (or equivalent), bar code scanners, backup cameras, and communication devices described in Attachment F-3. Contractor shall also incorporate additional technological innovation in its equipment and practices as described in Attachment F-4. All vehicles shall comply with all laws and regulations including but not limited to the California Air Resources Board regulations. All front loader, rear loader, side loader and Roll Off Box collection vehicles listed in Attachments F-1 and F-2 shall be dedicated one hundred percent (100%) to use in City, and shall not be used to collect any material in any other location at any time. Collection routes within the City for MSW, Recyclable Materials, Food Scraps, Yard Trimmings, Wood and Construction and Demolition Debris shall collect only materials from within City such that when the Collection vehicles are weighed at the Disposal facility and/or at the Processing Facilities, one hundred percent (100%) of the Tons in each vehicle originate solely from City.

7.03.B. Alternative Fuel Vehicles. All Collection vehicles (including all side loaders, rear loaders, front loaders, Roll Off, and any other types of vehicles) shall operate in full compliance with the requirements of the California Air Resources Board and the South Coast Air Quality Management District's rules and regulations including Rule 1193. Route supervisor's vehicles and all other ancillary vehicles that will operate on a routine basis in the City shall comply with all applicable laws, rules, and regulations, including but not limited to the California Air Resources Board and South Coast Air Quality Management District regulations.

7.03.C Vehicle Identification. The wording "Serving the City of Tustin" and the name of Contractor, Contractor's local telephone number, and a unique vehicle identification number for each vehicle shall be prominently displayed on all Collection vehicles. Alternative Fuel Vehicles shall display a statement as to the type of alternative fuel being used. City shall approve all details, including size, color and location of text, identification numbers and logo.

7.03.D Cleaning and Maintenance.

7.03.D.1 General. Contractor shall maintain all of its equipment used in providing service under this Agreement in a safe, neat, clean and operable condition at all times.

7.03.D.2 Cleaning. The exterior and interior of vehicles used in the Collection of MSW, Recyclable Materials, Food Scraps, Yard Trimmings/Wood, and Construction and Demolition Debris shall be thoroughly washed by Contractor at least once a week or more often as needed to maintain a clean

appearance and thoroughly steam cleaned at least once a month or more often as needed to maintain a clean appearance. In addition, the interior collection compartment of vehicles used for the collection of Food Scraps shall be thoroughly washed on a daily basis. City may inspect vehicles at any time to determine compliance with sanitation requirements and aesthetic conditions. Contractor shall make vehicles available to the Orange County Department of Environmental Management and the City for inspection, at any frequency it requests.

7.03.D.3 Painting. All vehicles used in Collection of MSW, Yard Trimmings, Wood, Recyclable Materials, Food Scraps, and Construction and Demolition Debris shall be repainted by Contractor at least once every five (5) years, unless the City determines that repainting specific vehicles at that frequency is not necessary because the vehicle's appearance is satisfactory or unless the City determines that repainting a specific vehicle earlier (due to graffiti, wind damage, etc.) is necessary to ensure that the vehicle gives the appearance of having been repainted within the preceding sixty (60) months. All graffiti shall be removed or painted over within two (2) business days of discovery.

7.03.D.4 Maintenance. Contractor shall inspect each vehicle daily to ensure that the vehicle and all equipment is operating properly and in compliance with this Agreement. Vehicles which are not operating properly shall be taken out of service until they are repaired and do operate properly. Contractor shall perform or cause to be performed all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor

shall keep accurate records of all vehicle maintenance, recorded according to part or vehicle identification, date, and mileage, and shall make such records available to the City upon request.

7.03.D.5 Repairs. Contractor shall repair, or arrange for the repair of, all vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all vehicles and equipment in a safe and operable condition. If an item of repair is covered by a warranty, Contractor shall obtain warranty performance. Contractor shall maintain accurate records of repair, which shall include the part or vehicle identification, date/mileage, nature of repair and the signature of a maintenance supervisor that the repair has been properly performed.

7.03.D.6 Storage. Contractor shall arrange to store all vehicles and other equipment in safe and secure location(s). Facilities used for storage shall comply with all zoning and land use requirements applicable to the facility. Contractor shall not store vehicles or equipment (including Bins, Carts, and Roll Off Boxes) in parking lots, vacant lots or any other non-permitted area. City shall have access to Contractor's regular vehicle and equipment storage facilities at all times.

7.03.D.7 Leaking Vehicles. In the event that City receives a report of a leaking vehicle, Contractor shall, upon notification by City, immediately take the vehicle out of service and repair the leak. Contractor shall be responsible for cleanup of any spilled fluids whether on public streets, private streets, public

property or private property. Vehicles collecting Food Scraps shall be specially designed and manufactured to contain liquid and prevent leaking.

7.03.D.8 Brake Inspections. The brake system of each vehicle used in performance of this Agreement shall be inspected and certified annually according to state law by a brake inspection station licensed by the state. Notice of certification shall be filed with the City within thirty (30) days after each certification, but in no event later than May 1 of each year of the Term beginning May 1, 2019. Failure to submit the required certification shall be grounds for termination of this Agreement.

7.03.E Operation. Vehicles shall be operated in compliance with the California Vehicle Code and all applicable safety regulations and local ordinances. Vehicles shall be operated only by employees of Contractor who are appropriately licensed by the California Department of Motor Vehicles. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles. Contractor is solely responsible for paying any fines imposed by the California Highway Patrol, or other regulatory agencies, for violation of these requirements.

7.04 MSW and Recyclable Materials Containers.

7.04.A General. Contractor shall furnish (and deliver to Customers) all Containers for storage of (i) MSW, (ii) Recyclable Materials, (iii) Yard Trimmings, (iv) Wood, (v) Food Scraps, and (vi) Construction and Demolition Debris of the types and sizes as described in Attachment B. A list of the Containers to be provided by

Contractor is included in Attachment E. All such Containers shall be new and unused as of the commencement of this Agreement. The type, size and number of Containers shall be sufficient to contain, with the lid closed, all MSW, Recyclable Materials, Yard Trimmings, Wood and Food Scraps generated between Collections. Roll Off Boxes need not have lids but shall not be filled above the top of the Container. Contractor shall tarp all Roll Off Boxes prior to transporting them, if said Boxes contain any material(s) that may blow out of the Box or if required by the Disposal or Processing Facility where the Box will be unloaded.

7.04.B Plastic Bins. At City direction, Contractor shall research the availability and cost of plastic Bins (with lids) that are two (2) cubic yards and larger, that meet City, state and all other applicable City, state, federal and all other fire code regulations. If such Bins are identified and are, in City's sole discretion, cost effective, City will direct Contractor to submit a rate for use of such Bins during one of the annual rate adjustment processes described in Section 12.03. The new rate will be presented along with the annual rate adjustments to the City Council for approval. If the rate is approved and all processes described in Section 12.03 are complied with, such rate will become effective on the date approved by the City Council. Upon approval of the rate, Contractor shall offer and provide to Customers upon request, at the rates in Attachment D, plastic bins made with fire retardant or otherwise manufactured to meet all fire code requirements.

7.04.C Alternative Bin Lids. Contractor shall provide standard metal lids on metal bins. Contractor shall also offer and provide to Customers at no additional charge, the following types of alternative bin lids: (1) double-walled light weight plastic

lids for metal bins; (2) locking lids for bins; (3) anti-scavenging lids including those with round holes for beverage containers and slits or slots for paper and cardboard and “trap door” lids to prevent scavenging of materials.

All Containers provided by the Contractor shall conform to the specifications in Attachment E.

7.04.D Repair, Replacement, and Exchange. Contractor shall repair or replace any Container which is damaged, broken, lost or stolen; provided that Contractor may charge Customer the current market price for a new Container for damage or loss due to Customer-caused damage, whether such damage was negligent or intentional. Contractor shall repair or replace all Containers which do not meet vendors’ warranties and the City-required Container specifications as set forth in Attachment E. Contractor shall not be required to replace a non-repairable Compactor not owned or leased by it to a Customer.

Upon request from a Residential Premises Customer, Contractor shall exchange a Cart that is in Customer’s possession and not damaged, broken, lost or stolen for a new Cart within fourteen calendar (14) days of request. Contractor shall charge the Customer the fee as set forth in Attachment D for a Cart exchange.

7.04.E Cleaning, Painting and Maintenance of Contractor-Furnished Containers. Contractor shall maintain all Contractor-furnished Containers in a functional condition and so as to present an attractive appearance. All Contractor-furnished Bins shall be permanently labeled on the front (in a contrasting color so as to present an attractive appearance) with the size of the Bin (e.g. “3 Yard”). Such

Containers shall be painted and repainted as requested by City, or Contractor shall replace any Container with a new or re-conditioned Container, of like-size, as directed by City. Contractor-furnished Containers that have been painted or marked with graffiti shall be repainted or removed from the Premises by Contractor within forty-eight (48) hours of notification by the Customer or City. At the same time as such Containers are removed, they shall be replaced by like-sized Containers furnished by Contractor without evidence of graffiti. (Merely painting over graffiti is not acceptable; any Container marked with graffiti shall be repainted by Contractor prior to being re-delivered for use in City). Contractor shall clean and maintain all Contractor-furnished Containers in a safe and sanitary condition and whenever the City, or another agency with jurisdiction as a regulator, determines that cleaning is required to abate a health concern or nuisance condition.

7.04.F Annual Container Audit. Contractor shall conduct an annual audit of all Bins, Carts, Roll Off Boxes and bus shelter Toters to assess their physical appearance, need for maintenance and repair, and overall functionality in June of each year of the Term, beginning June 2020. Contractor shall wash, steam clean, paint, repair, and/or replace all Containers to ensure all Containers meet the requirements of this Section 7.04. Contractor shall provide a report to City on or before August 15 of each year of the Term, beginning August 2020, listing the type, size and location of each Container that was washed, steam cleaned, painted, repaired and/or replaced, including photo-documentation of all such Containers.

7.05 Personnel.

7.05.A General. Contractor shall furnish such competent and qualified drivers, laborers, mechanical, supervisory, clerical, managerial, Recycling Coordinators, and other personnel as may be necessary to provide the services required by this Agreement in a safe, efficient, reliable and courteous manner. The minimum complement of employees which Contractor will provide to perform the scope of work described in this Agreement shall be as set forth on Attachment G. Contractor shall provide fully qualified and experienced management personnel as named in Attachment G and shall not substitute those indicated by a star, (*) on Attachment G without the prior written consent of City.

7.05.B Driver Qualifications. All drivers shall be trained and qualified in the operation of MSW, Recyclable Materials, Yard Trimmings/Wood, Food Scraps and Roll Off Box Collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. Each driver shall carry his/her license during work hours.

7.05.C Uniforms. Contractor shall require its drivers, and all other employees who come into contact with the public in the City during working hours, to wear standardized uniforms bearing the Contractor's name, and to carry an identification badge or other means of identifying the employee. The City shall have the right to approve the style and color of the uniforms. Such uniforms shall present a freshly cleaned appearance. Employees shall be instructed to present employment identification cards to City staff, Customers, security guards and law enforcement officers upon request, during work hours.

7.05.D Safety Training. Contractor shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for Collection or processing of MSW, Recyclable Materials, Yard Trimmings, Wood, Food Scraps, and Construction and Demolition Debris or who are otherwise directly involved in such Collection or processing.

7.05.E No Gratuities. Contractor shall not permit any officer, agent or employee to demand or solicit, directly or indirectly, or to accept, either directly or indirectly, any additional compensation or gratuity from members of the public, any City representative or employee, or any other Person or entity for the Collection of MSW, Recyclable Materials, Yard Trimmings, Wood, Food Scraps, Construction and Demolition Debris or any other material under this Agreement.

7.05.F. Employee Conduct and Courtesy. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Contractor shall take all necessary corrective measures, including, but not limited to, transfer, discipline or termination. If City has notified Contractor of a complaint related to discourteous behavior, Contractor shall, upon request of City, reassign the employee to duties not entailing contact with the public while the Contractor is pursuing its investigation or disciplinary process.

7.05.G. Provision of Two Recycling/Public Education Coordinators. Contractor shall provide two (2) full time Recycling and Diversion Program Coordinators ("Recycling Coordinators") to implement Diversion programs in the City of Tustin. The minimum duties, work tasks, and requirements for both Recycling Coordinators shall be as described in Attachment AA. Each coordinator will devote 100% of his or her time (the equivalent of at least 2,000 work hours per calendar year) to these activities exclusively for City. The Recycling Coordinators identified in Attachment G, shall have a minimum of three (3) years experience in the design, implementation and operation of Recycling, Composting and Diversion Programs, interaction with the public, and detailed knowledge of the requirements of the Act. This shall not be an entry-level position and Contractor shall provide two (2) Recycling Coordinators that are fully trained and experienced as described herein on or before May 1 2019. If Contractor fails to provide two (2) full-time Recycling Coordinators on or before August 1, 2019, the liquidated damages in Section 13.09F shall apply. Contractor shall notify City, in writing, of the name, education, background and experience and a list of three (3) references for each coordinator prior to the Coordinator commencing work and whenever there is a change in the staffing of the positions. Upon City request, Contractor shall designate a different Coordinator if either Coordinator does not meet the requirements enumerated herein and/or if the City is otherwise dissatisfied with the performance of the designated coordinator. The Coordinator's duties shall include those listed in Attachment AA as well as, but not limited to the following: (i) conducting waste audits at Commercial and Business Establishments: (ii) preparing and implementing Recycling and Diversion plans for businesses, institutions and other waste generators in City, including training of employees and tenants about all aspects of operation of all Diversion programs: (iii)

routinely auditing each of the Diversion Programs described in Article 4 and Attachment B, including photographing said programs and reporting to City on the results of each program as detailed in Attachment B; (iv) preparing public education materials as required in this Agreement as well as other public education materials that may be requested by City; (v) attending all City-sponsored special events where Recycling and the environment are the theme or topic; (vi) coordinating Recycling programs at all City-sponsored special events for the diversion of Food Scraps and Recyclable Materials that are generated by the event; (vii) implementing and maintaining the Recycling program at City Hall and all other City facilities including responding to questions about the program; (viii) speaking to community groups, schools, homeowner's associations and other organizations about the City's Diversion Programs; (ix) acting as a community resource with regard to Recycling and Diversion Programs; (x) working in a full and transparent manner with the City and its agents in troubleshooting and implementing programs, including audits, processing, and prices for Recyclable Materials, Construction and Demolition Debris and other materials; and (xi) such other duties as may be assigned by City. City reserves the right to re-direct the work efforts of the Coordinator and to prioritize the tasks to be completed as needed throughout the Term of this Agreement.

7.05.H Provision of Operations and Customer Liaison to City. In addition to the two Recycling Coordinators, Contractor's representative designated pursuant to Section 14.07 B, and the customer service representatives of Contractor, Contractor shall also provide an Operations and Customer Liaison to City ("the City Liaison") to resolve difficult and/or chronic Customer complaints, persistent, repeated

and/or complex Customer billing and payment issues, and other Customer service or City issues that are not being resolved by Contractor's customer service representatives or the Recycling Coordinators in a timely manner. The City Liaison shall work and communicate directly with the City's designated staff person(s) to resolve issues as needed by the City. The minimum duties, work tasks, and requirements for the City Liaison shall be as described in Attachment EE. The Liaison will devote 100% of his or her time (the equivalent of at least two-thousand (2,000) work hours per calendar year) to these activities exclusively for City. The City Liaison identified in Attachment G shall have a minimum of three (3) years experience in Collection operations for MSW, Recyclable Materials, Food Scraps, Yard Trimmings, Wood, Construction and Demolition Debris, Household Hazardous Waste, sharps, E-Waste, Universal Waste and all other material types, dispatch and operational logistics, Customer billing and payments, Processing Facilities, implementation and operation of Recycling, Composting and Diversion Programs, interaction with the public, and detailed knowledge of all the requirements of the Act. This shall not be an entry-level position and Contractor shall provide the City Liaison that is fully trained and experienced as described herein on or before May 1, 2019.

If Contractor fails to provide the City Liaison on or before August 1, 2019, the liquidated damages in Section 13.09F shall apply. Contractor shall notify City, in writing, of the name, education, background and experience and a list of three (3) references for the City Liaison prior to the City Liaison commencing work and whenever there is a change in the staffing of the position. Upon City request, Contractor shall designate a different City Liaison if the current or proposed Liaison does not meet the

requirements enumerated herein and/or if the City is otherwise dissatisfied with the performance of the designated City Liaison.

7.05.I Initial Hiring. Prior to commencement of operations, Contractor shall hire the necessary complement of employees. Contractor shall conduct a background check of each applicant, which will, at a minimum, include a check of his/her driving record through the California Department of Motor Vehicles, record of criminal convictions, and references. All applicants shall be required to take a standard test for use of illegal drugs and alcohol as a condition of employment. Drivers shall be required to demonstrate proficiency in the English language; at least one person proficient in spoken English shall be on every Collection vehicle when that vehicle is in service. Contractor will furnish City with a copy of its training manual and schedule for training of new employees; City may require Contractor to include specific topics in such manual and training program. City may attend and observe any safety or operational training classes. Nothing in these Sections 7.05.G, H and I shall be construed to give City control over the selection or supervision of Contractor's employees.

7.05.J Ongoing Training and Testing. Contractor shall provide regular safety training on an ongoing basis and shall conduct random drug and alcohol testing of employees in safety-sensitive positions in compliance with regulations issued by the U.S. Department of Transportation.

7.05.K Use of Workers Not Employed by Contractor. If Contractor engages any workers through an independent contractor, such as an employment agency, it shall ensure that such contractor or agency:

1. Complies with the nondiscrimination requirements in Section 14.01; and

2. Maintains Comprehensive General Liability, workers compensation and Employer's Liability insurance covering such workers in the amounts required by Section 11.02A and with policies meeting the other requirements of Section 11.02.

Contractor is responsible for providing qualified and competent workers, whether as direct employees or through workers furnished by an independent contractor. Contractor is also responsible for providing sufficient training to all workers so that they can perform the work in a safe and competent manner and are thoroughly familiar with the work that Contractor is required to perform and the standards it is required to meet, under this Agreement.

All drivers, mechanics, supervisory and managerial workers shall be direct employees of Contractor.

7.05.L Provision of Senior Manager(s) Responsible For Marketing of Food Scraps/Yard Trimmings/Compost Products and/or AD Energy and Digestate

Contractor shall provide one or more senior manager(s) and technician(s) who are responsible for and directly involved in, tailoring compost end products for use in agricultural and landscaping markets (e.g "custom blends" created to specifically

address customers' specific crops, soils or other parameters). In addition, if applicable, said persons will be familiar with, and be able to explain to the City: (i) all energy credits and revenues derived by Contractor from the production of energy from Anaerobic Digestion; and (ii) the marketing and federal, state and locally approved landscaping and agricultural uses of Anaerobic Digestate from the Anaerobic Digestion Facility. Contractor shall test Anaerobic Digestate and Compost from its operations using an outside independent testing laboratory approved by City. In the event Contractor has, and utilizes an in-house laboratory for such testing, City shall have the right to request the use of an outside independent laboratory for testing of Compost and Anaerobic Digestate at any time at Contractor's sole expense.

ARTICLE 8: OTHER COLLECTION-RELATED SERVICES

8.01 Billing.

8.01.A General. Contractor shall: (i) bill Customers for Collection of MSW, Recyclable Materials, Food Scraps, Yard Trimmings, Wood, Construction and Demolition Debris and all other materials at the City-established rates in Attachment D, as adjusted per the Agreement; (ii) maintain accurate billing and payment records; and (iii) bill Customers on a monthly, bimonthly or quarterly schedule as approved by City. Customers' bills shall be itemized showing the charges for each classification of services. Customer billing shall be performed pursuant to the requirements contained in Attachment B, Section 1 and an annual Billing Audit shall be performed as described in Section 1.1.4 of Attachment B.

8.01.B City Inserts. City may direct Contractor to produce and insert mailers with billings relating to City-sponsored events, integrated waste management activities, other environmental programs, notice of proposed rate increases and City Council-approved rate increases at least six (6) times per year. If a postage increase is incurred for the City insert, the City will be responsible for paying said increase.

8.01.C. Delinquent Accounts. Contractor shall be responsible for collecting delinquent charges for services it renders to customers. Contractor shall employ measures consistent with federal and California laws regulating the collection of debts, to obtain payment of charges including use of its own employees to obtain judgments in Small Claims Court, and to enforce such judgments. Contractor shall follow the collection procedures described Section 1.1.1 of Attachment B.

8.02 Billing Records. Contractor shall keep records of all billing documents and Customer account records including, but not limited to, invoices, Customer payment coupons mailed with the invoice, collection notices, records of online payments, credit card payments and all other billing and payment documents for the entire Term of the Agreement. Contractor may, at its option, maintain those records in electronic form, hard copy, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner.

8.03 City Access to Billing Information. Contractor shall provide City with prompt access to all current and up-to-date billing information necessary to allow the City to respond to Customer inquiries or complaints or as otherwise required by City. At request of City, Contractor shall provide "read only" electronic access to Contractor's Customer billing records such that City employees can research billing inquiries and Customer account history from City Hall. Contractor shall cooperate with City to establish this "read only" function and shall ensure that City has access to Customer billing information in "real time". In the event City requests such access, Contractor shall bear all costs for any hardware and software to be located at Contractor's office(s) in order to establish access to Contractor's computer and server equipment, and City shall bear all costs of the hardware and software required at City Hall to connect access to Contractor's computer system. If specialized technical computer consulting assistance is required beyond that of City staff and Contractor's staff, Contractor shall pay for the required assistance.

8.04 Public/Customer Service and Accessibility.

8.04.A Office Hours and Location. Contractor shall maintain an office located either in the City or within a twenty-five (25) mile radius of the City limits. The office will be available for Customers to pay bills, subscribe to service, change service, stop service and otherwise contact Contractor. Contractor's office shall be open to the public from 8 a.m. to 5 p.m. Monday through Friday. The office may be closed on Saturdays, Sundays and holidays as defined in this Agreement.

8.04.B Availability of Representative. A knowledgeable representative of the Contractor shall be available during office hours to communicate with the City and members of the public in person and by telephone and to assist customers making payment in person.

8.04.C Telephone. Contractor shall maintain telephone lines with a voicemail and telephone answering system and customer service representatives in operation at its office(s) during office hours as described in Attachment V. Incoming calls will be answered in a manner satisfactory to the City. Contractor shall install telephone equipment sufficient to handle the volume of calls typically experienced on the busiest weekday. Contractor shall also maintain an emergency telephone number for use during other than normal business hours and shall provide that number to City. Contractor shall have a representative, or an answering service to contact such representative, available at the emergency telephone number during hours when the office is closed. Contractor shall arrange for the regular telephone number to be listed in all telephone directories generally distributed in the City, online telephone directories for the City of Tustin, on all Contractor's bills and invoices and on Contractor's web site.

Contractor must ensure that telephone calls to it from locations within the City are billed as “local calls” by all telephone companies.

If City receives complaints that Customers are unable to reach Contractor’s office by phone, or are subject to excessive waiting time “on hold” prior to reaching a customer service representative, City may require that Contractor install additional telephone lines. Any voicemail system used by Contractor to route incoming calls to appropriate personnel shall require no more than two selections by callers to reach the appropriate customer service representative or other Contractor representative.

8.04.D Correspondence. Contractor shall respond to all written correspondence including all faxes and e-mail or other electronic correspondence from City or Customers within five (5) business days.

8.04.E Electronic Payment of Bills. Contractor shall provide electronic access to Customers for the following: (i) Sign up for service, (ii) Changes to service, (iii) Discontinuation of service, and (iv) Payment of Bills. Contractor shall accept major credit cards and shall provide direct debit service for payment of bills.

8.04.F Maps, Schedules, Consumer Information. Contractor shall furnish the City with maps and schedules for all Collection routes on or before February 1, 2019, and shall update such maps and schedules whenever a change occurs. Contractor shall have current maps and schedules available for inspection by the public at its business office. Contractor shall submit a new revised set of maps and schedules to City on May 1 of each year of the Term commencing May 1, 2020.

In addition, Contractor shall prepare brochures containing information about the Collection of MSW, Recyclable Materials, Food Scraps, Yard Trimmings and Wood including: schedules of Collections, curbside procedures, and other useful information. Contractor shall distribute such brochures to the occupants of all Residential Premises and Commercial and Business Establishments prior to March 5, 2019. Brochures shall be revised and immediately distributed if there is any material change in the information and, in any event, at least once each year of the Term, prior to May 1, commencing May 1, 2020. Information cards shall also be mailed to City residents or businesses upon request.

Contractor will submit drafts of the maps, schedules and brochures to City prior to distribution and will incorporate City's comments in the final version distributed to the public.

8.04.G Web Site. Contractor shall provide a web site customized for the City of Tustin. The web site shall include, but not be limited to, descriptions of all of Contractor's services in the City of Tustin; notices of special events (such as Christmas tree Collection rules and dates); information on acceptable items in MSW, Recyclable Materials, Yard Trimmings, Wood, Food Scrap and Construction and Demolition Debris Containers and what materials constitute Contamination of each material; information on starting, stopping, starting, changing service, and vacation stops; information on electronic access as described in Section 8.04 E; information on available Container sizes; FAQ's with responses; and updates for local special circumstances and events including holiday Collection schedules. Contractor shall maintain the web site in good

working order and shall frequently update the web site to ensure it reflects current rates and services at all times.

8.05 Service Complaints. Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer complaints relating to service and billing. Contractor shall record in a separate log, the format of which must be approved by the City, all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. This complaint log shall be available for inspection by City. In addition, Contractor shall compile a summary statistical table of the complaint log (or a copy of the log if requested by City) and submit the table, or copy, to City as part of the monthly reports described in Attachment K (see Item #9) beginning in May 2019.

Contractor shall respond to all complaints from Customers within eight (8) working hours of receipt of notice of the complaint. In particular, if a complaint involves a failure to collect MSW and/or Food Scraps from a Premises as required by this Agreement, Contractor shall collect the MSW and/or Food Scraps in question within such eight (8) working hour period, provided it has been placed for Collection in accordance with the City's Municipal Code. If the complaint is received after normal working hours, Contractor shall respond to the complaint within eight (8) working hours of the time Contractor's employees receive the complaint information (i.e. for a complaint left at 7:00 p.m. on a weekday, Contractor's employees would receive the complaint at 8:00 a.m. the following morning and would resolve the complaint before 4:00 p.m. the same day). Missed pickups of Recyclable Materials, Yard

Trimmings/Wood and/or Construction and Demolition Debris shall be Collected within twenty-four (24) hours of Contractor's receipt of the complaint.

Complaints that are not resolved by the customer service representatives through Contractor's usual process within five (5) business days shall be referred to Contractor's City Liaison for concentrated research and resolution. Contractor's City Liaison shall work with the Customer, Contractor's operations, dispatch, billing and all other personnel required to resolve the complaint. The City Liaison shall work with the City representative as needed to discuss and identify options to resolve the complaint. Once the complaint is resolved the City Liaison shall provide photo evidence of the resolution to the City and shall follow up to make sure the complaint is truly resolved for a period of four (4) weeks. This follow up will include re-contacting the customer to ensure the complaint is resolved and the problem(s) reported have not recurred.

8.06 Customer Non-Payment of Bill. In the event a Customer fails to timely pay a bill, Contractor shall follow the procedures described in Attachment B, Section 1.1.1.

8.07 Change in Collection Schedule. Contractor shall obtain written approval from City prior to any change in Collection operations which results in a change in the day on which Collection occurs at Residential Premises. Contractor will comply with the requirements in Attachment B regarding notice to Customers of changes in operations.

8.08 Report of Accumulation of MSW or Unauthorized Dumping. Contractor shall direct its drivers to note: (i) the addresses of any Premises at which they observe that MSW is accumulating and is not being placed for Collection and (ii) the address, or other location description at which MSW has been dumped in an apparently

unauthorized manner. Contractor shall deliver the address or description to City within two (2) working days of such observation.

ARTICLE 9: RECORD KEEPING, REPORTING, INSPECTIONS AND AUDITS

9.01 General. Contractor recognizes that maintenance of accurate and complete records of its operations and timely submission to City of accurate and complete reports is an essential aspect of the services to be provided by it under this Agreement.

9.02 Record Keeping. Contractor shall maintain accurate records of: (i) personnel; (ii) equipment; (iii) Collection operations; (iv) tonnages and Disposal used for MSW and Disposal of Residue from the following facilities: Clean MRF, Composting Facility, Food Scrap Processing Facility(ies), Construction and Demolition Debris Processing Facility (v) Diverted Tons of Recyclable Materials, Yard Trimmings, Wood, Food Scraps and Construction and Demolition Debris; (vi) Customer service; (vii) billing and payment; (viii) sale of Recyclable Materials, Compost, Construction and Demolition materials, and any and all energy, and all other revenue-generating products; (ix) financial matters; and (x) other matters in such detail and format necessary to compile the reports required by this Agreement, including, but not limited to, all reports listed in Attachments K and N. All records of activities of Contractor in fulfilling the requirements of this Agreement, including but not limited to the above-listed records, shall be maintained by Contractor for the entire Term of the Agreement. Contractor may, at its option, maintain those records in electronic form, hard copy, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner.

9.03 Reporting. Contractor shall compile and submit to City complete and accurate reports required by this Agreement, including but not limited to the following:

9.03.A Reports Listed in Attachment K. Monthly, quarterly and annual reports of Tonnages, Collection and Diversion operations, and other items.

9.03.B Reports Listed in Attachment N. Results of Characterization Studies of all Processing Facilities and results of all On-Site Field Container Contamination Audits.

9.04 Inspection by City. The City shall have the right, but not the obligation, to observe and inspect all of the Contractor's operations involved in providing services under this Agreement to determine whether Contractor is performing in accordance with this Agreement and applicable laws and regulations. Contractor shall cooperate fully with such inspections, including inspections and observations of operations at all Processing Facilities. In connection therewith, the City shall have the right to enter any of Contractor's facilities, observe operations for an unlimited amount of time, photograph operations and record by both written and electronic media such observations, measurements and quality of Recovered and/or processed materials. Where photo-documentation or other media capture is required by City or its agents to verify Contractor's claims and/or reported tonnages, Diversion or other information, such material shall be stored at Contractor's facility in a location secured to Contractor's satisfaction. The City shall have the right to speak with any of Contractor's employees, where it is necessary to obtain clarification or pertinent detail that can best be provided by the employee(s), and to receive a response to any inquiries directed to such employees; and review and make copies (at City's expense) of any and all of Contractor's operational and business records related to this Agreement. If City so requests, Contractor shall make specified personnel available to accompany City employees and/or City's agents on inspections. City's access to, and observation of

activities and operations at each Processing Facility, shall not be restricted or impaired in any way by Contractor.

City may periodically investigate Contractor's financial status to determine Contractor's financial capacity to continue to perform in accordance with this Agreement. Such investigations will be done at the sole expense of City, using such City employees or independent agents as City deems appropriate. Contractor shall cooperate during such investigations and shall make available for inspection such records as the City, its agents and/or authorized personnel, may request.

Contractor shall maintain a complete roster of employees providing service under this Agreement. The roster shall contain the name, social security number, job classification and such other information as City may require. The City may inspect the roster, and make a copy thereof at its expense, at any time during business hours. City shall have the right to observe Containers of MSW, Recyclable Materials, Yard Trimmings, Wood, Food Scraps, Construction and Demolition Debris and all other materials for the purpose of conducting waste audits and Contamination audits as needed during the Term.

9.05 Compliance Reporting. Contractor shall submit monthly, quarterly and annual reports to the City documenting the disposition of MSW, Recyclable Materials, Yard Trimmings, Wood, Compost, Food Scraps, Anaerobic Digestate (if applicable), Bioengineered Feedstock (if applicable) and energy produced by the Anaerobic Digestion Facility (if applicable) and shall format such reports so that they may be used by the City for City's compliance with the reporting requirements of the Act or any other subsequently enacted federal, state or local laws, rules, or regulations governing

integrated waste management. Contractor shall also comply with all requirements of AB 901 (PRC Sections 41821.5-41821.8) as it may be amended, and all regulations promulgated thereto, regarding reporting Tons to CalRecycle, the City and other agencies. The aggregation of tonnages permitted by AB 901 shall not alter any of Contractor's reporting requirements in this Agreement. The confidentiality provisions of AB 901 shall not apply to any of Contractor's reports submitted pursuant to this Agreement. All Contractor's reports are subject to audit by City, or by a third-party designated by City. The accuracy of all required reports to be submitted by Contractor are of paramount importance to City. Such reports show how Contractor is tracking and allocating Diverted Tons, Disposed Tons, residue Tons and Tons delivered to, and marketed from, Processing Facilities. The number of Tons Diverted and Disposed directly impacts both the City's Diversion rate as calculated by the Act, and the City's costs of Diversion and of compliance with the Act. Therefore, City may take all necessary steps and actions to audit, analyze and review any tonnage discrepancies or any other discrepancies, in Contractor's calculations, allocations, tonnage tracking and submitted documentation and records.

9.05.A Reporting of Multi-Family and Commercial Tons Separately. As described in the definition of Commercial and Business Establishments in Attachment A, Contractor shall report all Tons Collected at Multi-Family Premises separately from Commercial Tons. This includes but is not limited to, Tons of MSW, Recyclable Materials, Food Scraps, Yard Trimmings, Wood and Construction and Demolition Debris. Contractor may accomplish the separate tracking and reporting of Multi-Family and Commercial Tons by any of the following: (i) use on-board scales and weigh each Bin or Cart as it is emptied into the Collection vehicle, record the weight and type of

Customer for each lift (Multi-Family or Commercial) and report the Tons for each Customer type daily for each route; (ii) perform a Sector-Specific Density-on-Service Audit for Commercial and Multi-family routes and use the results to allocate Tons collected by weight using separate densities (pounds per cubic yard) measured for Multi-Family and Commercial on a semi-annual basis according to the methodology in Attachment H; or (iii) Collect Multi-Family and Commercial Tons on separate routes and report Tons Collected for each individual route. In the event that there is a discrepancy between the levels of Contamination observed in on-site field Container Contamination audits of Multi-Family or Commercial Containers, versus the level of Contamination determined by the Processing Facility characterization conducted pursuant to Attachment N, Contractor shall diligently work with City to identify the source(s) of Contamination and reduce them to the limits required by law in order to comply with the Act. In the event such efforts do not result in agreement between the Contamination levels identified by the on-site field Container Contamination audits and the Contamination levels identified by the Processing Facility characterization, City may direct Contractor to Collect Multi-Family and Commercial Tons in separate Collection vehicles or using on-board scales at Contractor's sole expense.

9.05.B Material Discrepancy in Data Reported.

In the event that City discovers any material discrepancy in Contractor's reported Diversion, Disposal, Tonnages, or any reported data required by this Agreement, City will notify Contractor and Contractor shall have fourteen (14) calendar days to explain or otherwise resolve the discrepancy or discrepancies to the satisfaction of City. If there remains any doubt or question about the accuracy of Contractor's calculations,

allocations, documentation or disposition of Tons of MSW, Recyclable Materials, Yard Trimmings, Wood, Food Scraps, Construction and Demolition Debris, Compost, Bioengineered Feedstock (if applicable), Digestate (if applicable) or any other materials, City may undertake a detailed examination of all information, documentation, calculations and other data.

Contractor shall reimburse City's actual costs up to seventy-five thousand dollars ($75,000) in each calendar year for such analysis, research, and review. Contractor shall cooperate fully with City's efforts and shall provide in a timely manner all additional City-requested documentation, information, and records (both electronic and hard copy) and shall provide access to all City requested documents and records both of Contractor and of the Processing Facilities used to process Tons Collected in City.

City will invoice Contractor for the actual cost of the additional tonnage and allocation review and Contractor shall pay the invoice within thirty (30) days of receipt. In the event that Contractor fails to pay City's invoice within thirty (30) days of receipt, the liquidated damages listed in Section 13.09 for late payment shall apply.

9.06 Annual Route Audit. Contractor shall conduct an annual audit, during the month of April of each year of this Agreement, of all Collection routes for MSW and Recyclable Materials, Food Scraps, Yard Trimmings, and Wood. If City has directed Co-Collection of Food Scraps and Yard Trimmings for any Customers, audits of such Co-Collection routes shall also be performed. The audit shall include, at a minimum: (i) the route number, (ii) identification number of vehicles servicing each route, (iii) number and type of accounts serviced by route and by truck, (iv) number and sizes of Containers collected together with the frequency of Collection by route and by truck, (v) weight of

MSW collected, (vi) weights by route and by truck of Single-Material Recyclables, Single Stream Recyclable Materials, Yard Trimmings, Food Scraps, Wood, (and Co-Collected Food Scraps and Yard Trimmings if City has directed any such Co-Collection programs), (vii) densities for all routes audited in pounds per cubic yard, and (viii) any pertinent operational details. Results of the route audit shall be delivered to City in their entirety, including, but not limited to, maps of routes with each route numbered, survey sheets, logs, route lists, forms used to gather information, and other similar documents, within ten (10) working days of completion of the audit, and in no event later than May 20 of each year of the Term. The initial audit shall be performed in April 2020 with the report due by May 20, 2020. Said audit may be undertaken directly by Contractor or on behalf of Contractor by another party, but in either event shall be completed at Contractor's sole expense.

9.07 Characterization Studies and In-Field Container Contamination Audits. Contractor shall conduct the following characterization studies and audits as described in Attachment N:

9.07.A Characterization Studies. Contractor shall conduct characterization studies of the streams of materials being delivered to each Processing Facility using the protocols and at the frequencies described in Attachment N. The first Processing Facility characterization studies shall be conducted during 2019 as described in Attachment N. The characterization study reports shall include the items listed in Attachment N and be submitted to City at the frequencies described therein. City shall have the right to have City staff or City's representatives present during any of the studies. Contractor shall give City a minimum of fifteen (15) calendar days written

notice of the date and time Contractor shall conduct each study. The characterization studies and the reports on results shall be performed and prepared at Contractor's sole expense.

The results of the characterization study shall be put into use the first day of the month following submittal of the report to the City and approval of the report and allocation method by City, and shall be used to report Tons Diverted and Disposed by each Processing Facility for the City of Tustin in the monthly reports submitted to City pursuant to Attachment K. Such results shall be used to report Tons Diverted and Disposed by each Processing Facility for the City of Tustin until the results of the next characterization study are approved by City. If and when Contractor is required to report to CalRecycle or any other agency, jurisdiction-specific Tons Diverted and Tons of Residue for each Processing Facility used by Contractor to process City's materials, Contractor shall report to CalRecycle figures that are consistent with the results of the Processing Facility characterization studies described herein.

9.07.B In-Field Container Contamination Audits. Contractor shall also conduct on-site field Container Contamination audits at Residential, Commercial and Business Establishments, using the protocols and at the frequencies described in Attachment N. The Contamination audit reports shall include the items listed in Attachment N and be submitted to City at the frequencies described therein. In-field Contamination audits shall commence as described in Attachment N. City shall have the right to have City staff or City's representatives present during any of the audits. Contractor shall provide City a schedule and list of locations/routes where audits will be

conducted upon City request. The audits and the reports on results shall be performed and prepared at Contractor's sole expense.

9.08 Route Density Audits – Residential, Multi-Family and Commercial. Contractor shall, on a quarterly basis, conduct the route density audits described in Attachment H. The results will be used by City to convert visual volumetric measurements of Contamination observed during the in-field Container Contamination audits described in Section 9.07 B into weight-based Contamination data. In the event the results of the route density audits differ by twenty-five percent (25%) or more from the densities found during the characterization studies described in Section 9.07 A, Contractor's Recycling Coordinators shall work with all affected Customers to right-size service levels (including evaluating Container size, number of Containers and Collection frequency) as described in Section 3.3.4 of Attachment B.

9.09 Annual City Review of Contract Audits and Results. Each year of the Term, City shall have the right, but not the obligation, to conduct a review of the procedures used to perform all audits and characterization studies described in Sections 9.05, 9.06, 9.07 and 9.08 and the results of said audits and studies. If City desires to review the audit and/or study results and/or procedures, City will contact Contractor to schedule a meeting or series of meetings to discuss the procedures and results. At City's sole discretion, Contractor shall change the audit and/or study protocol, timing and frequency as directed by City and shall put such changes into effect with the next audit and/or study. City's review of audit and study procedures may include review of Contractor and Processing Facility records and on-site visits to Contractor's facilities and

Processing Facilities. City's access to, and observation of activities and operations at each Processing Facility shall not be restricted or impaired in any way by Contractor.

9.10 Reporting of Adverse Information. Contractor shall immediately provide the City three (3) copies (one to the Public Works Director, one to the City Manager and one to the City Attorney) of all reports, pleadings, applications, notifications, Notices of Violation, communications or other material relating specifically to Contractor's performance of services pursuant to this Agreement, submitted by Contractor to, or received by Contractor from, the United States, U. S. Environmental Protection Agency, California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission or any other federal, state or local agency, including but not limited to any federal or state court. Contractor's routine correspondence with said agencies need not be submitted to City, but shall be made available to the City promptly upon City's written request.

ARTICLE 10: INDEPENDENT CONTRACTOR

10.01 Contractor an Independent Contractor. In the performance of services under this Agreement, the Contractor shall be, and is, an independent contractor, and is not an agent or employee of the City. Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all Persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's employees and other agents.

10.02 No Partnership or Joint Venture Created. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the City and Contractor, or as giving the City a duty to supervise or control the acts or omissions of any Person performing services or work under the Agreement.

10.03 No Entitlement to City Benefits. Neither Contractor nor its officers, employees, agents or subcontractors shall be entitled to any retirement benefits, workers' compensation benefits or any other benefits which accrue to any City employees, and Contractor expressly waives any claim it may have to acquire to such benefits. Contractor agrees to defend and indemnify City for any claims brought by Contractor's employees against City for such benefits.

ARTICLE 11. INDEMNITY, INSURANCE, BOND

11.01 General Indemnification. Contractor shall indemnify, defend and hold harmless City, its officials, officers, employees and agents, from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit, of any and every kind and description, whether judicial, quasi-judicial or administrative in nature including, but not limited to, injury to and death of any person and damage to property or for contribution or indemnity claimed by third parties (collectively, the “Claims”), arising out of or occasioned in any way by, directly or indirectly, City entering into this Agreement with Contractor, Contractor’s breach of its obligations under this Agreement, or Contractor’s performance of, or its failure to perform, its obligations under this Agreement. The foregoing indemnity shall not apply to the extent that the Claim is caused solely by the sole negligence or the intentional misconduct of City, its officers, employees or agents, but shall apply if the Claim is caused by the joint negligence of Contractor and other Persons. Upon the occurrence of any Claim, Contractor, at Contractor’s sole cost and expense, shall defend (with attorneys reasonably acceptable to City) City, its officers, employees, and agents. Contractor’s duty to indemnify and defend shall survive the expiration or earlier termination of this Agreement.

Subject to the scope of this indemnification and upon demand of the City, made by and through the City Attorney, Contractor shall protect City and appear in and defend the City, its officials, officers, employees and agents, in any Claims by third parties, whether judicial, quasi-judicial or administrative, including, but not limited to (i) disputes and litigation over the definition of "Municipal Solid Waste", "Recyclable Materials", “Food Scraps” or “Yard Trimmings” (ii) any claim concerning the validity of City entering into this Agreement or any ordinance or action based thereon, as well as

the limits of City's authority with respect to entering into Agreements, including the process for the award and approval of Agreements, exclusive or otherwise, (iii) involving the Collection of Municipal Solid Waste, arising out of the exercise of this Agreement by Contractor, (iv) claims by other entities disputing the rights and privileges granted by City in this Agreement, or (v) as specified under the provisions of Section 11.05 below concerning Hazardous Waste. City and Contractor agree to confer following any trial as to whether to appeal, or to oppose any appeal. Should either City or Contractor decide to appeal, or to oppose appeal, and the other decide not to appeal, or to oppose appeal, the Party which decides to appeal, or oppose appeal, shall bear all fees and costs of the appeal or the opposition to the appeal.

11.02 Insurance.

11.02.A Types and Amounts of Coverage. Contractor shall procure from an insurance company or companies licensed to do business in the State of California, and shall maintain in force at all times during the Term, the following types and amounts of insurance:

11.02.A.1 Workers' Compensation and Employer's Liability. Contractor shall maintain workers' compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. Contractor shall maintain employer's liability insurance in an amount not less than One Million Dollars ($1,000,000) per accident or disease. Contractor shall not be obligated to carry workers compensation insurance if (i) it qualifies under California law and continuously complies with all statutory obligations to self-insure against such risks; (ii) furnishes a certificate of

Permission to Self Insure issued by the Department of Industrial Relations; and (iii) furnishes updated certificates of Permission to Self Insure periodically to evidence continuous self insurance.

11.02.A.2 Comprehensive General Liability (and Automobile Liability). Contractor shall maintain comprehensive general liability insurance with a combined single limit of not less than Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) annual aggregate covering all claims and all legal liability for personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of, or occasioned in any way by, directly or indirectly, Contractor's performance of, or its failure to perform, services under this Agreement.

The insurance required by this subsection shall include:

(i) Premises Operations (including use of owned and non-owned equipment);
(ii) Products and Completed Operations (including protection against liability resulting from use of Recyclable Materials by another Person);
(iii) Personal Injury Liability with employment exclusion deleted;
(iv) Broad Form Blanket Contractual with no exclusions for bodily injury, personal injury or property damage (including coverage for the indemnity obligations contained herein);
(v) Owned, Non-Owned, and Hired Motor Vehicles;
(vi) Broad Form Property Damage.

The comprehensive general liability insurance shall be written on an "occurrence" basis (rather than a "claims made" basis) in a form at least as broad as the most current version of the Insurance Service Office commercial general liability occurrence policy form (CG0001). If occurrence coverage is not obtainable, Contractor shall arrange for "tail coverage" on a

“claims made” policy to protect City from claims filed within four (4) years after the expiration or termination of this Agreement relating to incidents that occurred prior to such expiration or termination. Any excess or umbrella policies shall be on a “following form” basis.

11.02.A.3 Pollution Liability. Contractor shall maintain pollution liability insurance to include onsite, under-site and offsite coverage for bodily injury (including death and mental anguish), property damage, regulatory fines, defense costs and cleanup costs with minimum limits of Five Million Dollars ($5,000,000) each loss and Ten Million Dollars ($10,000,000) in the aggregate covering claims as a result of pollution conditions arising out of its operations under this Agreement. Non-owned Disposal site coverage shall be provided if Contractor is handling, storing or generating Hazardous Waste or hazardous materials or any material or substance otherwise regulated under environmental laws or regulations.

11.02.A.4 Physical Damage. Contractor shall maintain comprehensive (fire and theft) physical damage insurance covering the vehicles and equipment used in providing service to City under this Agreement, with a deductible or self-insured retention not greater than One Hundred Thousand Dollars ($100,000). The deductible limit may be increased by City with acceptable proof of self-insurance. Notwithstanding the foregoing, Contractor shall be allowed to self-insure for physical damage to its vehicles provided Contractor provides adequate audited financial information to City and City is reasonably satisfied that Contractor has the financial net worth to cover any losses.

11.02.B Acceptability of Insureds. The insurance policies required by this section shall be issued by an insurance company or companies admitted to do business in the State of California, subject to the jurisdiction of the California Insurance

Commissioner, and with a rating in the most recent edition of A. M. Best's Insurance Reports of size category VIII or larger and a rating classification of A or better.

11.02.C Required Endorsements. Without limiting the generality of Sections 11.02.A and B, the policies shall contain endorsements making the City and its officers, employees, and agents an additional insured, and shall further contain additional endorsements in substantially the following form:

2. Workers' Compensation and Employers' Liability Policy.

"Thirty (30) days prior written notice shall be given to the City of Tustin in the event of cancellation or non-renewal of this policy. Such notice shall be sent to:

CITY OF TUSTIN
Office of the City Manager
300 Centennial Way
Tustin, California 92780
Attention: City Manager

"Insurer waives all right of subrogation against City and its officers and employees for injuries or illnesses arising from work performed for City."

3. Comprehensive General Liability Policy; Pollution Liability Policy.

"Thirty (30) days' prior written notice shall be given to the City of Tustin in the event of cancellation, reduction of coverage, or non-renewal of this policy. Such notice shall be sent to:

CITY OF TUSTIN
Office of the City Manager
300 Centennial Way
Tustin, California 92780
Attention: City Manager

"This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the City of Tustin, including any self-insured

retention or program of self-insurance, and any other such insurance shall not be called upon to contribute in any way."

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

In addition, all property policies shall contain language, to the extent obtainable on commercially reasonable terms, to the effect that any loss shall be payable notwithstanding any act of negligence of City or Contractor that might otherwise result in the forfeiture of the insurance.

4. Physical Damage Policy.

Notice of cancellation, reduction in coverage or non-renewal, as provided in Section 11.02.C

Cross liability endorsement, as provided in Section 11.02.C

Waiver of subrogation against City.

11.02.D Delivery of Proof of Coverage. No later than ten (10) calendar days after execution of this Agreement by both parties, Contractor shall furnish City one or more certificates of insurance on a standard ACORD form and required endorsements substantiating that each of the coverages and endorsements required hereunder are in force, in form and substance satisfactory to City. Such certificates shall show the type and amount of coverage, effective dates and dates of expiration of policies and shall be accompanied by all required endorsements. If City requests, copies of each policy, together with all endorsements, shall also be promptly delivered to City in one complete package. Contractor shall furnish renewal certificates to City to demonstrate maintenance of the required coverages throughout the Term. Each year on or before

the renewal date for all insurance policies required herein, Contractor shall deliver to City a new package containing all insurance certificates with all of the required endorsements and copies of all insurance policies required by this Agreement.

The Contractor shall obtain the written consent of the City's Risk Manager prior to changing insurers providing insurance under this Agreement, which consent shall not be withheld or delayed unreasonably.

11.02.E Other Insurance Requirements.

1. In the event performance of any service is delegated to a subcontractor, Contractor shall require such subcontractor to provide statutory workers' compensation insurance and employer's liability insurance for all of the subcontractor's employees engaged in the work. The liability insurance required by Subsection 11.02.A.2 shall cover all subcontractors or the subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this Section 11.02. This requirement shall not apply to subcontractors providing non-operational incidental support services to Contractor such as uniforms, uniform cleaning and janitorial services but shall apply to all other subcontractors.

2. Contractor shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve Contractor from any obligation under this Agreement, including those imposed by Section 11.01. If any claim is made by any third Person against Contractor or any subcontractor on account of any occurrence related to this Agreement, Contractor shall promptly report the facts in writing to the insurance carrier and to the City.

3. If Contractor fails to procure and maintain any insurance required by this Agreement, City may take out and maintain, at Contractor's expense, such insurance as it may deem proper and deduct the cost thereof from any monies due Contractor. Alternatively, the City may treat the failure as a Contractor Default, and not subject to any applicable cure period.

4. City is not responsible for payment of premiums for or deductibles under any required insurance coverages.

5. The Parties acknowledge that the market for insurance is subject to unforeseeable events which can affect the amount of coverage needed and pricing therefor. Accordingly, in the event the City's Risk Manager determines that the services under this Agreement create an increased or decreased risk of loss to the City, Contractor agrees that the minimum limits of the insurance policies required by this Section may be changed accordingly upon receipt of written notice from the City's Risk Manager; provided that Contractor shall have the right to appeal a determination of increased coverage to the City Council of City within ten (10) days of receipt of notice from the City's Risk Manager.

11.03 Faithful Performance Bond. Not later than ten days after execution of this Agreement by both parties, Contractor shall file with City a bond securing the Contractor's faithful performance of its obligations under this Agreement. The principal sum of the bond shall be Three Million Dollars ($3,000,000). The form of the bond shall be as set out in Attachment L. The bond shall be executed as surety by a corporation admitted and licensed to issue surety bonds in the State of California, regulated by the California Insurance Commissioner and with a rating in the most recent edition of A.M. Best's Surety Bond Company Reports of A-VII or better.

The term of the bond shall be not less than twelve (12) months. The bond shall be extended, or replaced by a new bond in the same principal sum, for the same term (i.e., twelve (12) months) and in the same form, annually thereafter. Not less than ninety (90) days before the expiration of the initial bond, the Contractor shall furnish either a replacement bond or a continuation certificate substantially in the form attached as Attachment M, executed by the surety.

It is the intention of this Section 11 that there be in full force and effect at all times a bond securing the Contractor's faithful performance of the Agreement, throughout its Term.

11.04 Alternative Security. City may, in its sole discretion, allow Contractor to provide alternative security in the amount set forth in Section 11.03, in the form of (a) a prepaid irrevocable standby letter of credit in form and substance satisfactory to City and approved by the City Attorney and issued by a financial institution acceptable to City, or (b) a certificate of deposit in the name of the City with a term satisfactory to City and with a financial institution acceptable to City.

11.05 Hazardous Waste Indemnification.

A. Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Contractor specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City) reimburse, indemnify, and hold City and its past and present officers, council members, employees, consultants and agents (hereinafter "Indemnified Parties") harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of Contractor that:

1. Results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnified Party is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any Hazardous Waste (as defined herein); or

2. Relates to material Collected, transported, Recycled, processed, treated or disposed of by Contractor.

B. Contractor's obligations pursuant to this section shall apply, without limitation, to:

1. Any Claims brought pursuant to or based on the provisions of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., the California Hazardous Substances Account Act (California Health & Safety Code Sections 25300 et seq.), the California Hazardous Waste Control Laws (California Health & Safety Code Sections 25100 et seq.), the California Porter-Cologne Act (California Water Code Section 13000 et seq.), and any and all amendments and regulations thereto, and any other Federal, State, regional or local environmental statutory or regulatory provision;

2. Any Claims based on or arising out of or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation of Contractor of any facility;

3. Any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, transportation, Disposal, processing or use of any materials recovered by Contractor;

4. Any Claims based on or arising out of or alleged to be arising out of any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement.

C. The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Contractor or any Affiliate of Contractor.

D. For purposes of this Agreement, the term “Hazardous Waste” includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health & Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a "hazardous substance" under Section 25316 of the California Health & Safety Code, Division 20, Chapter 6.8 (Hazardous Substance Account Act); (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(p), (q), and (r) and 25501.1 of the California Health & Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health & Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous

Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1317; (xi) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. § 6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. (42 U.S.C. § 9601); (xiii) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq.; (xiv) defined as such or regulated by any "Superfund" or "Superlien" law; (xv) any asbestos or asbestos-containing material; (xvi) any chemical which the Governor has identified as a chemical known to the State to cause cancer or reproductive toxicity pursuant to California Health & Safety Code Section 25249.8; (xvii) or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect. The term “Hazardous Waste” shall also include any and all amendments to the above-referenced statutory and regulatory provisions made before or after the date of execution of this Agreement. Where there is a conflict in the definitions employed by

two or more agencies having jurisdiction over Hazardous Waste, the term “Hazardous Waste” shall be construed to have the broader, more encompassing definition.

E. The provisions of this section shall not terminate or expire, shall be given the broadest possible interpretation and shall survive the expiration or earlier termination of this Agreement.

11.06 Integrated Waste Management Act Indemnification. The parties agree that Contractor’s implementation of all programs in Attachment B is vital to the City’s compliance with the Act. Therefore, Contractor agrees to indemnify and hold harmless the Indemnitees against all fines and/or penalties imposed by CalRecycle and/or the Air Resources Board: (i) based upon Contractor’s failure to comply with laws, regulations or permits issued or enforced by CalRecycle, the Air Resources Board or the City; (ii) caused or contributed to by the Contractor’s failure to perform its obligations under this Agreement, including, but not limited to, implementation of all programs in Attachment B in the timeframes required. This indemnity obligation is subject to the limitations and conditions in Public Resources Code Section 40059.1 but is enforceable to the maximum extent allowable by that Section. In the event that CalRecycle and/or the Air Resources Board imposes penalties, fees and/or sanctions against City, Contractor shall, in addition to paying the fines and penalties, pay all City’s costs and fees for staff time, consultants, attorneys and all other costs of defending and resolving the issue of CalRecycle and/or the Air Resources Board issuing fines, penalties and/or sanctions against City.

11.07 Indemnification For Land Application and/or Use(s) of Anaerobic Digestate.

In the event City agrees to approve land application of Anaerobic Digestate pursuant to Section 6.04 and/or if Contractor land applies Anaerobic Digestate without City approval, and/or if Contractor sells, donates or otherwise consents to use of Anaerobic Digestate for any purpose, Contractor agrees to indemnify City as follows:

A. Without regard to any insurance coverage or requirements, and without limiting the general indemnification obligation or the Hazardous Waste Indemnification contained in this Article 11 in any way, Contractor specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City) reimburse, indemnify, and hold City and its past and present officers, council members, employees, consultants and agents (hereinafter "Indemnified Parties") harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, administrative orders, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of Contractor that:

1. Results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnified Party is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any Anaerobic Digestate (as defined in Attachment A) or any constituent, compound,

chemical or component contained in Anaerobic Digestate, including any condition caused by land application of Anaerobic Digestate.

B. Contractor's obligations pursuant to this Section 11.07 shall apply in addition to all other indemnification obligations set forth in this Agreement, and shall apply irrespective of the negligence or willful misconduct of Contractor or any Affiliate or subcontractor of Contractor, and irrespective of any alleged negligent act or omission of an Indemnified Party. Contractor's obligations pursuant to this Section 11.07 shall not terminate or expire, shall be given the broadest possible interpretation, and shall survive the expiration or earlier termination of this Agreement.

ARTICLE 12: COMPENSATION TO CONTRACTOR

12.01 General. Contractor shall perform the services required by this Agreement in consideration for: (i) the right to charge customers the rates set forth on Attachment D as they may be adjusted as provided in this Article, and (ii) the right to retain all revenues, if any, from the sale of Recyclable Materials, Yard Trimmings, Food Scraps, Wood (including revenue from creation, sale and use of energy) and Construction and Demolition Debris. The revenues received from these two sources shall be the full, entire and complete compensation due to Contractor for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed. City shall not be obligated to make any payments to Contractor under this Agreement, including payments to compensate Contractor for delinquent or uncollectible amounts charged to Customers.

12.02 Initial Rates. The rates which Contractor may charge for services provided commencing April 1, 2019 shall be those set forth in Attachment D. These rates shall not be changed for the first fifteen (15) months of the Term, i.e., until July 1, 2020 and are stated in April 2019 dollars. Rates are established to encourage Customers to Divert as much MSW as possible in order to reduce their monthly Collection bill, by providing an incentive of fifty-percent (50%) for Diversion of Recyclable Materials, Yard Trimmings/Wood, and Food Scraps compared with the rate for Disposing of such materials as MSW.

In the event Contractor is found to be charging any rate that has not been approved by the City, (e.g. charging for a service that City has not established and

approved a rate for) Contractor shall, upon realization of this fact or upon receipt of notification from City, refund all non-authorized rate charges to all affected Customers within thirty (30) days. In the event Contractor has charged a higher rate than authorized by the City, the difference between the rate charged and the City-approved rate amount shall be refunded. In the event Contractor has charged a lower rate than authorized by the City, Contractor shall not charge the Customer for the difference between the rate charged and the City-approved rate; however, Contractor shall notify the Customer and give the Customer the option to continue to receive the service at the City-approved rate, or to arrange for a different service or level of service. In such event, Contractor shall assist the Customer in selecting the most cost-effective service level and City-approved rate available. Upon City request, Contractor shall provide City with a summary of all instances of non-City- approved rates being charged, and the refunds or other adjustments made for Customers.

If there is a service that Contractor believes it is required to provide and for which there is no City-approved rate in Attachment D, Contractor shall notify City. The City may, in its sole discretion, establish a rate for the new service, following completion of any proceedings required under Article XIIID, Section 6, of the California Constitution or other applicable law. Unless and until City establishes a rate for such service, Contractor shall not provide nor charge for the service. City shall have no obligation or duty to establish a rate for such service.

12.03 Annual Rate Adjustments. The rates for service as set forth in Attachment D shall be adjusted as of July 1, 2020 and as of July 1 for each ensuing year of the Term (including any extensions pursuant to Section 6.09) in accordance with Attachment J,

following completion of the proceedings required under Article XIIID, Section 6 of the California Constitution, and contingent upon the City not receiving a majority protest against the rate increase as part of such proceedings.

Contractor shall be responsible for printing and distribution by first-class mail of required legal notices of proposed and actual annual rate adjustments, at Contractor's sole cost. Notices shall be mailed to all Customers and property owners. Content of the notices shall be submitted to City for approval at least seven (7) days prior to mailing or City may choose to provide the content and layout of the notice to Contractor. In that event, Contractor shall promptly have the notice set up for final printing, proofed, printed and mailed within fifteen (15) days of receipt of the notice content from City. If City provides the content for the notice, Contractor shall utilize the content of such notices as provided by City. City shall make the determination if such notice may be included on or with Contractor's regular bills to Customers or whether a separate mailing is required. The decision of the City shall be final.

The parties recognize that rates established under this Contract may be considered fees or charges for property-related services pursuant to California Constitution Article XIIID. The City intends to comply with the requirements of that Article when adjusting rates, including, but not limited to, those rates set forth in Attachment D. If a proposed rate adjustment may not be enacted as a result of a protest pursuant to Article XIIID, Section 6, or if rates in effect are reduced as a result of an initiative measure authorized by Article XIII.C, Section 3, the City's inability to increase or maintain the rates as contemplated shall not constitute a breach of this

Contract. The parties shall promptly meet and confer in good faith to determine how best to respond to such an occurrence.

12.04 Disposal Charge (Tip Fee) Adjustments. If the tip fee charged at Orange County Landfills (or whatever City designated Disposal Site is then in use) is changed (increased or decreased) for whatever reason including, but not limited to, new or increased taxes or regulatory fees, the Disposal portion of the rates shall be adjusted according to the instructions provided in Attachment J, following completion of the proceedings required under Article XIIID, Section 6 of the California Constitution, and contingent upon the City not receiving a majority protest against the rate increase as part of such proceedings. Disposal Charges are a pass-through cost and Contractor shall not be entitled to receive or charge any profit, markup, overhead or administrative costs on Disposal Charges.

12.05 State-Mandated Regulatory Compliance Costs. In order to offset the City's costs in administering this Agreement in order to meet state-mandated requirements for Diversion and program implementation including, but not limited to, planning, monitoring, and implementation of additional Diversion programs, additional public education on Diversion programs, technical consulting assistance on solid waste, recycling and other related issues, preparation of any studies required by the City or by CalRecycle related to compliance with the Act, preparation of required reports and documentation under the Act, monitoring of Contractor's performance under this Agreement, and any other City costs related to compliance with the Act, Contractor shall pay to the City Two Hundred Nine Thousand, Eight Hundred Sixty-Eight Dollars ($209,868.00) per year. Contractor shall remit one-twelfth on this amount to City on a

monthly basic, within 30 days of the end of the calendar month for which the amount is being paid. The State-Mandated Regulatory Compliance Costs may be adjusted annually by City and the new amount will be included in the annual rate adjustment described in Section 12.03. Acceptance by the City of any payment due under this paragraph shall not be deemed to be a waiver by the City of any breach of this Agreement. In case of a dispute between the City and Contractor regarding any amounts due, Contractor shall pay the undisputed portion of the amount claimed by the City as due and notify the City in writing at the time of payment as to any payment that is paid under protest, specifying the basis of its claim of overpayment. In addition, City may, in its sole discretion, increase or decrease the amount of the State-Mandated Regulatory Compliance Costs at any time during the Term on or after July 1, 2020, by approving a commensurate adjustment in the rates set forth in Attachment D that is separate from the adjustments described in Sections 12.03, 12.04, 12.06 and 12.08. If City chooses to adjust the amount of the State-Mandated Regulatory Compliance Costs in this manner City shall notify Contractor in writing of the amount of the change, and the requested effective date of the change. Contractor shall perform the calculations in Attachment J to determine the rate increase required. City shall proceed with all required processes to adjust the rates as described in Section 12.03. At City direction, Contractor shall prepare and send all required legal notices as described in Section 12.03. If the rate change is approved and there is no majority protest against the rate increase as part of such proceedings, the rate will become effective as of the date approved by the City Council.

12.06 Adjustments to Rates Based on City-Directed Changes In Scope of Work. If the City has directed a change in the scope of work under Section 4.13 and either party

believes that such change will increase or decrease the costs of providing service, the party which believes the rates should be adjusted shall, within thirty (30) calendar days after issuance of the notice of scope change, submit to the other party a proposed adjustment with complete supporting documentation of the cost calculations therein, and the parties shall thereafter meet and discuss the matter. City may request additional documentation, calculations and other information from Contractor in order to analyze information submitted by Contractor, or in order to make its own internal calculations of the cost change. Once the parties have formulated a cost adjustment, the City Council shall review the proposed adjustment and in the City Council's sole discretion, make the determination as to the appropriate amount of the adjustment. Only changes in Contractor's costs will be considered. No adjustment will be made to Contractor's compensation due to loss or reduction in any of the following: (a) Contractor's profits, (b) Contractor's revenues including, but not limited to, Processing Fees at a Contractor-owned and/or Contractor-operated Processing Facility; revenues from sale of Recyclable Materials, Compost, Food Scraps, Wood, and/or Processed Construction and Demolition Debris; revenues from sale of energy and/or other products produced at an Anaerobic Digestion Facility or received from sale or use of Engineered Feedstock.

NOTE: The work to be performed by Contractor, including the scope of work in Attachment B, includes optional tasks and programs that City, in its sole discretion, may choose to implement during the Term. Contractor has provided City with rates (in Attachment D) to be charged to Customers for all of the optional tasks and programs in Attachment B. If City chooses to implement any of those program(s), the provisions of Section 4.13 and this Section 12.06 shall not apply. Instead, the rate(s) for said

program(s) shall be adjusted for the passage of time as described in Attachment J, following completion of the proceedings required under Article XIIID, Section 6 of the California Constitution, and contingent upon the City not receiving a majority protest against the rate increase as part of such proceedings. The revenue from such rates, plus the revenue from sale of any Recyclable Materials, Diverted materials and any energy produced shall constitute the full and complete compensation to Contractor for implementing such program(s).

12.07 Late Fees. If the monthly Contractor payment of State-Mandated Regulatory Compliance Costs is not paid on time as described in Section 12.05 the Contractor shall pay City a late fee, and not as interest, in an amount equal to ten percent (10%) of the amount owing for that month. Contractor shall pay an additional ten percent (10%) late fee for each additional thirty (30) day period that any amount of the State Mandated Regulatory Compliance Costs remains unpaid. Contractor agrees that the late fees described herein reasonably reflect the City's costs to process delinquency calculations and notices, and to monitor the Contractor's services, all in an effort to collect delinquent payments which, together with all other remedies afforded City under this Agreement (including any award of attorney's fees and costs), and in accordance with applicable laws, are intended to compensate City in any collection efforts in the event of Contractor's default in the payment of the State-Mandated Regulatory Compliance Costs.

12.08 Other Fees. The City shall have the right to establish other fees and to collect such fees from Contractor, as City deems necessary in City's sole discretion. The amount, time and method of payment will be established similar to that described in

Section 12.05. City shall provide Contractor with written notice of the establishment of any new fees along with the corresponding change in rates and remittance schedule.

ARTICLE 13: DEFAULT AND REMEDIES

13.01 Events of Default. Each of the following shall constitute an event of default ("Contractor Default") hereunder:

A. (i) Contractor fails to perform its obligations under Articles 4, 5, 6 or 7 of this Agreement and the failure to perform is not cured within two (2) business days after receiving notice from the City specifying the breach; or (ii) in the case of any other breach of this Agreement, the breach continues for more than fifteen (15) calendar days after written notice from the City for the correction thereof.

B. There is a seizure or attachment of, or levy affecting possession of, the operating equipment of Contractor, including without limitation, its vehicles, maintenance or office facilities, of such proportion as to substantially impair Contractor's ability to perform under this Agreement, and which is not released, bonded or otherwise lifted within two (2) business days.

C. There is any termination or suspension from any cause (including labor unrest such as strike, work stoppage or slowdown, sickout, picketing, or other concerted job action) of the Contractor's ability to collect MSW, Recyclable Materials, Yard Trimmings, Food Scraps or Construction and Demolition Debris for more than five (5) business days.

D. Contractor files a voluntary case for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or shall consent to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Contractor for any part

of Contractor's operating assets or any substantial part of Contractor's operating assets or any substantial part of Contractor's property used to provide service to City pursuant to this Agreement, or shall make any general assignment for the benefit of Contractor's creditors, or shall fail generally to pay Contractor's debts as they become due or shall take any action in furtherance of any of the foregoing.

E. A court having jurisdiction enters a decree or order for relief in respect of the Agreement, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or Contractor consents to or fails to oppose any such proceeding, and such proceeding shall remain undismissed or unstayed for a period of ninety (90) days or any such court enters a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Contractor or for any part of the Contractor's operating equipment or assets, or orders the winding up or liquidation of the affairs of the Contractor.

F. Contractor fails to timely furnish an initial bond, or fails to furnish a replacement bond or a continuation certificate of the existing bond prior to expiration of the performance bond, as required by Section 11.03 of the Agreement, or Contractor fails to maintain all required insurance coverages in force at all times. The default shall occur immediately upon such failure without any necessity for notice from City of the breach. City shall have the right to give notice of termination under Section 13.02 immediately upon such default. Notwithstanding any other provision of this Agreement to the contrary, Contractor shall not be entitled to an opportunity to cure any default comprising the failure to maintain all required insurance and/or the required bond.

G. Contractor fails to provide reasonable assurance of performance required under Section 14.10.

H. A representation or warranty contained in Article 2 proves to be false or misleading in a material respect as of the date such representation or warranty was made.

I. Contractor falsifies tonnage reports or provides information that is materially misleading in any report or documentation provided to the City.

J. Contractor fails to honor any of its indemnity obligations herein.

K. Contractor, or any of its officers or employees is convicted of a felony in connection with performance of this Agreement.

L. Contractor is found to have violated the Act, any Environmental Law, or any permit, order or rule of any regulatory agency in connection with Contractor's performance of this Agreement and such finding has become final and not subject to further appeal.

13.02 Right to Suspend or Terminate Upon Default.

A. Upon any Contractor Default, City shall have the right to suspend or terminate this Agreement, in whole or in part. Such suspension or termination shall be effective thirty (30) days after City has given notice of suspension or termination to Contractor, except that such notice may be effective immediately if the Contractor Default is one which endangers the health, welfare or safety of the public. Notice may be given orally in person or by telephone to the representative of Contractor designated

in or under Section 14.06 (or, if he/she is unavailable, to a responsible employee of Contractor) and shall be effective immediately. Written confirmation of such oral notice of suspension or termination shall be sent by personal delivery, facsimile, or other expedited means of delivery to Contractor within twenty-four (24) hours of the oral notification. Contractor shall continue to perform the portion of the Agreement not suspended, in full conformity with its terms.

B. In the event of non-performance by Contractor due to a Force Majeure event, the provisions of Section 14.12 shall apply.

13.03 Specific Performance. By virtue of the nature of this Agreement, the urgency of timely, continuous and high-quality service, the lead time required to effect alternative service, and the rights granted by City to Contractor, the remedy of damages for a breach hereof by Contractor is inadequate, and the City shall be entitled to injunctive relief to require Contractor to perform its obligations herein.

13.04 Use of Contractor Property Upon Default. In the event that Contractor fails to perform any of its obligations under Articles 4, 5, 6 or 7 and fails to perform such work within two (2) business days after notice from City, City shall have the right to use any of Contractor's land, equipment, facilities and other property reasonably necessary for the provision of services hereunder and for the billing and collection of fees for those services. The City shall have the right to continue use of such property until other suitable arrangements can be made for the provision of such services, which may include the award of a contract to another service provider.

13.05 Right to Perform. If this Agreement is suspended and/or terminated due to a Contractor Default, City shall have the right to perform and complete, by contract or otherwise, the work herein or such part thereof as it may deem necessary and to procure labor, equipment, and materials and incur all other expenses necessary for completion of the work and services provided for herein. If such expenses exceed the amounts which would have been payable to Contractor under this Agreement if it had been fully performed by Contractor, then Contractor shall pay the amount of such excess to City.

13.06 Payment for Use of Contractor's Property. If the City invokes its rights to use Contractor's equipment, facilities, and other property pursuant to Section 13.04, and such use continues after the period of time for which Contractor has already been compensated, Contractor shall be entitled to the reasonable rental value of such property, which shall be offset against the damages due the City as a result of Contractor's Default. Contractor agrees that it will fully cooperate with the City to effect the City's use of such property. The City may immediately engage all or any personnel necessary for the provision of services, including, if the City so desires, employees previously employed by Contractor. Contractor further agrees, if the City so requests, to assist the City in securing the services of any or all management or office personnel employed by Contractor whose skills are reasonably necessary for the continuation of services. The City agrees that it assumes complete responsibility for the proper, normal use of such equipment and facilities while in its possession. Contractor agrees that the City's exercise of its rights under this section: (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 the City to Contractor other than the payment of reasonable rental value as provided

for in this subsection; (iii) does not exempt Contractor from the indemnity provisions of Article 11 which are meant to extend to circumstances arising under this Section.

13.07 Damages. Contractor shall be liable to City for all direct, indirect, incidental, special and/or consequential damages arising out of Contractor's Default. This section is intended to be declarative of existing California law. The City may offset such damages against sums which would otherwise be due to Contractor.

13.08 City's Remedies Cumulative. City's rights to suspend or terminate the Agreement under Section 13.02, to obtain specific performance under Section 13.03, to cure under Section 13.04 and to perform under Section 13.05 are not exclusive, and City's exercise of one such right shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies that the City may have, including a legal action for damages, including all direct, indirect, incidental, consequential and/or special damages under Section 13.07.

13.09 Liquidated Damages. The parties acknowledge that consistent, courteous and efficient Collection of MSW, Recyclable Materials, Food Scraps, Yard Trimmings and Construction and Demolition Debris is of utmost importance and City has considered and relied on Contractor's representations as to its quality of service commitment in entering into this Agreement. The parties further recognize that quantified standards of performance are necessary and appropriate to ensure consistent and reliable service. The parties further recognize that if Contractor fails to achieve the performance standards, City and its residents will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of damages that City will suffer. Therefore, the parties agree that the following liquidated

damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

Contractor Initial Here: _____ City Initial Here: _____

Contractor agrees to pay to City (as liquidated damages and not as a penalty) the amount set forth below, all of which shall be adjusted upward annually using the procedure and calculations set forth in Section 12.03 and Attachment J:

A. <u>Collection Reliability</u>.

1. For each failure to commence service to a new Customer account within seven calendar (7) days after order, in excess of five (5) such failures annually: .. $150.00

2. For each failure to collect MSW, Recyclable Materials, Food Scraps, or Yard Trimmings at a Commercial or Multi-Family Premises which has been properly set out for Collection, from an established Customer account, on the scheduled Collection day, in excess of five (5) such failures annually (see exemption in Section 4.18 for perceived missed pickup due to commencement of dynamic routing): $1000.00

3. For each failure to collect a Container containing MSW, Recyclable Materials, Food Scraps, or Yard Trimmings from a Residential Premises which has been properly set out for Collection, from an established Customer, on the scheduled Collection

day, in excess of two-hundred fifty (250) such failures annually: $100.00

4. For each failure to collect MSW, Recyclable Materials, Food Scraps, or Yard Trimmings which has been properly set out for Collection, from the same Customer on two (2) consecutive scheduled pick up days (see exemption in Section 4.18 for perceived missed pickup due to commencement of dynamic routing): $150.00

5. For each instance of collecting MSW, Recyclable Materials, Yard Trimmings, Food Scraps or Construction and Demolition Debris outside of Collection hours described in Section 4.09:..... $150.00

B. <u>Collection Quality</u>.

1. For each occurrence of damage to private property which is not corrected to the satisfaction of the property owner within thirty (30) days and which exceed five (5) such occurrences annually:..... $250.00

2. For each failure to properly return any empty Commercial or Multi-Family Container to avoid pedestrian or vehicular traffic impediments or to place any Commercial or Multi-Family Cart in an upright position with lid securely closed, in excess of five (5) such occurrences annually: $150.00

3. For each failure to properly return any empty Residential Container to avoid pedestrian or vehicular traffic impediments or to place the Cart in an upright position, in excess of twenty (20) such occurrences annually $50.00

4. For each occurrence of discourteous behavior to a Customer: $250.00

5. For each occurrence of excessive noise:..... $500.00

6. For each failure to clean up MSW, Recyclable Materials, Food Scraps, or Yard Trimmings spilled from Containers, within the prescribed timeframe, in excess of five (5) such failures annually: $150.00

7. For each failure to conform to the requirements of Sections 7.03.D.2, Cleaning; 7.03.D.3, Painting; 7.03.D.4, Maintenance; 7.03.D.8, Brake Inspections; 7.03.E, Operation; 7.04.E, Cleaning, Painting and 7,05,C, Uniforms, which exceed in any or a combination of categories above five (5) such occurrences annually..... $150.00

C. <u>Responsiveness to Customer</u>.

1. For each failure to initially respond to a Customer complaint within eight (8) working hours:..... $100.00

2. For each failure to conform to the litter abatement requirements of Section 4.11:..... $250.00

3. For each failure to prepare recycling plan per Section 3.4.2 of Attachment B within 7 days of Customer or City request..... $100.00

4. For each failure to deliver a Container on or before the requested and Contractor-confirmed date for any Diversion program: .....$250.00 per day/Container

5. For each failure to establish a Collection route schedule for any Diversion Program Container:$250.00 per day/Container

D. <u>Timeliness of Submissions to City</u>.

Any report required to be submitted to City by Contractor pursuant to this Agreement shall be considered late until such time as a correct and complete report is received by City. For each calendar day a report is late, the daily liquidated damage amount shall be:

1. Monthly report..... $100.00 per day

2. Quarterly report..... $250.00 per day

3. Annual report ..... $500.00 per day

4. Annual Report of Diversion Rate Achieved including calculations and supporting documentation ……$100.00 per day

E. <u>Accuracy of Billing</u>.

Each Customer billing that is not prepared in accordance with City's approved schedule of rates:.....$250.00

F. <u>Recycling Coordinators and City Liaison</u>.

Each day City does not receive services of two (2) Recycling Coordinators (excluding Coordinators holiday, vacation and sick leave days) including any day that City determines that either of the Recycling Coordinators is performing work for any entity that is unrelated to the duties of the Coordinator described herein: $500.00

Each day City does not receive services of the City Liaison (excluding City Liaison's holiday, vacation and sick leave days) including any day that City determines that the Liaison is performing work for any entity that is unrelated to the duties of the City Liaison described herein:.....$500.00

G. <u>Alternative Fuel Vehicles</u>.

Each day Contractor fails to have in service Alternative Fuel Vehicles as required by Article 7:.....$500.00

H. <u>Compliance Reporting Audit</u>.

Each day, after the due date on City invoice, Contractor fails to reimburse City for audit as described in Section 9.05B:.....$250.00

City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees, agents or representatives or through investigation of Customer complaints.

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

I. Amount. The City may assess liquidated damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement.

J. Payment. Contractor shall pay any liquidated damages assessed by City within ten (10) days after they are assessed.

City's right to recover liquidated damages for Contractor's failure to meet the service performance standards shall not preclude City from obtaining equitable relief for

persistent failures to meet such standards nor from terminating the Agreement for such persistent failures.

13.10 City Default. City shall be in default under this Agreement ("City Default") in the event City commits a material breach of the Agreement and fails to cure such breach within thirty (30) days after receiving notice from the Contractor specifying the breach, provided that if the nature of the breach is such that it will reasonably require more than thirty (30) days to cure, City shall not be in default so long as City promptly commences the cure and diligently proceeds to completion of the cure.

In the event of a City Default Contractor shall continue to perform all of its obligations hereunder until a court of competent jurisdiction has issued a final judgment declaring that there is a City Default.

ARTICLE 14: OTHER AGREEMENTS OF THE PARTIES

14.01 Compliance with Law; Non-Discrimination. In providing the services required under this Agreement, Contractor shall at all times comply with all applicable laws of the United States, the State of California and City, with all applicable rules and regulations promulgated by federal, state, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended during the Term and with all permits affecting the services to be provided. Contractor shall not discriminate nor permit discrimination against any Person in a manner prohibited by federal or state law.

14.02 Assignment. Contractor acknowledges that this Agreement involves rendering a vital service to the City's residents and businesses, and that the City has selected Contractor to perform the services specified herein based on: (i) Contractor's experience, skill and reputation for conducting their operations in a safe, effective and responsible fashion, and (ii) Contractor's financial resources to maintain the required equipment and services and to support its indemnity obligations to the City under this Agreement. The City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

14.02.A City Consent Required. Contractor shall not assign its rights or delegate or otherwise transfer its obligations under this Agreement to any other Person (including an Affiliate) without the prior written consent of City. Any such assignment made without the consent of City shall be void and the attempted assignment shall constitute a Contractor Default. The decision of the City as to whether or not to agree to any assignment shall be final.

14.02.B Assignment Defined. For the purpose of this Section, "assignment" shall include, but not be limited to: (i) a sale, exchange or other transfer to a third party of substantially all of Contractor's assets dedicated to service under this Agreement; (ii) a sale, exchange or other transfer of outstanding common stock of Contractor, to a third party which results in a change of control of Contractor; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or reissuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including insolvency or bankruptcy, an assignment for the benefit of creditors, a writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor.

14.02.C Consent Requirements. If Contractor requests City's consideration of and consent to an assignment, City may deny or approve such request in its complete discretion. No request by Contractor for consent to an assignment need be considered by City unless and until Contractor has met the following requirements:

1. Contractor shall undertake to pay City its reasonable expenses for consultants, attorneys' fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;

2. Contractor shall furnish City with audited financial statements of all of the proposed assignee's operations for the immediately preceding three (3) operating years;

3. Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of solid waste/recycling Collection and management experience on a scale equal to or exceeding the scale of operations conducted by Contractor; (ii) that in the last five (5) years, the proposed assignee has not been the subject of any administrative or judicial proceedings initiated by a federal, state or local agency having jurisdiction over its operations due to an alleged failure to comply with federal, state or local laws or that the proposed assignee has provided City with a complete list of such proceedings and their status; (iii) that the proposed assignee conducts its operations in a safe and environmentally conscientious manner, in accordance with sound solid waste and Recycling management practices in full compliance with all federal, state and local laws regulating the Collection and Disposal of MSW, Recyclable Materials, Food Scraps, Yard Trimmings and Construction and Demolition Debris and all Environmental Laws; (iv) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

14.03 Subcontracting. Contractor shall not engage any subcontractors to perform any of the services required of it by this Agreement without the prior written consent of City. Contractor shall notify the City no later than ninety (90) days prior to the date on which it proposes to enter into a subcontract. City may approve or deny any such request in its sole discretion.

Contractor may, in cases of emergency, engage subcontractors for up to seven (7) consecutive calendar days. Contractor shall give prompt notice to City of any such emergency subcontracting and any such engagement must be approved by City in writing if it is to extend beyond seven (7) calendar days, or if Contractor wishes to renew it after an interval of less than thirty (30) calendar days.

14.04 No Affiliated Entity. Contractor will not form or use any Affiliated Entity to perform any of the services or activities which Contractor is required or allowed to perform under this Agreement, other than as a subcontractor approved by City under Section 14.03.

14.05 Contractor's Investigation; No Warranties by City. Contractor has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding the Agreement and the work to be performed by it, and the Recycling, Source Reduction and other Diversion programs now in effect in the City.

Contractor has carefully reviewed the information in the Request for Proposals and Addenda, if any, and the Source Reduction and Recycling Element adopted by the City under the Act.

While City believes that the information contained in the Request for Proposals and any Addenda is substantially correct, City makes no warranties in connection with this Agreement, including but not limited to the accuracy or completeness of the information contained in the Request for Proposals and Addendums Number 1-5. The City also expressly disclaims any warranties, either express or implied, as to the merchantability or fitness for any particular purpose of Recyclable Materials, Yard

Trimmings, Wood, Food Scraps and Construction, Demolition Debris and all other materials to be Collected pursuant to this Agreement.

14.06 Notice. All notices, demands, requests, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall, except as provided in Section 13.02, be in writing and shall either be personally delivered to a representative of the parties at the address below or be deposited in the United States mail, first class postage prepaid (certified mail, return receipt requested), addressed as follows:

If to City: City Manager
City of Tustin
300 Centennial Way
Tustin, California 92780

with a copy to the Tustin City Attorney at the same address

If to Contractor: Dean A. Ruffridge
Senior Vice President
CR&R Incorporated
11292 Western Avenue
Stanton, CA 90680

A notice given in accordance with this Section may change the address to which communications may be delivered from time to time.

14.07 Representatives of the Parties.

14.07.A Representatives of City. References in this Agreement to "City" shall mean the Tustin City Council and all actions to be taken by City shall be taken by the City Council except as provided below. The City Council may delegate, in writing, authority to the City Manager, 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. Contractor may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

14.07.B Representatives of Contractor. Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of Contractor in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon his or her authority to bind Contractor. City may rely upon action taken by such designated representative as actions of Contractor unless they are outside the scope of the authority delegated to him/her by Contractor as communicated to City.

14.08 Right to Inspect Contractor Operations. City shall have the right, but not the obligation, to observe and inspect all of the Contractor's operations under this Agreement. In addition, upon reasonable notice and without interference with Contractor's operations, City may review and copy any of Contractor's operational and business records related to this Agreement. If City so requests, Contractor shall make specified personnel available to accompany City employees on inspections and shall provide electronic copies of records stored in electronic media.

14.09 Maintenance and Review of Records, Submission of Reports. Contractor shall compile, on a daily basis, accurate records of its operations in sufficient detail to allow for accurate determinations of all matters that require periodic determination under this Agreement. City shall have the right during regular business hours to review and make copies of (at City's expense) any documents relevant to this Agreement,

including, but not limited to, Contractor's billing and Collection records, tonnage reports, route lists, maps and records maintained in electronic, magnetic and other media.

Contractor shall prepare and submit complete, accurate and timely reports on forms provided or approved by City as described in Attachment K.

14.10 Right to Demand Assurances of Performance. If Contractor: (i) persistently suffers the imposition of liquidated damages under Section 13.09; (ii) is the subject of any labor unrest including work stoppage or slowdown, sickout, picketing or other concerted job action; (iii) appears in the reasonable judgment of City to be unable to regularly pay its bills as they become due; or (iv) is the subject of a civil or criminal proceeding brought by a federal, state, regional or local agency for violation of an Environmental Law, City may, at its option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as the City may require.

14.11 Contractor Failure to Achieve Minimum Required Level of Diversion Program Implementation. Pursuant to Public Resources Code Section 40105 and California Code of Regulations Title 14, Division 2, Chapter 5, Subchapter 8, City designates Contractor as City's "Authorized Recycling Agent" for purposes of receiving payments for Contractor-Collected Recyclable Materials including but not limited to California Redemption Value payments. However, the parties acknowledge and agree that it is of vital importance to City that the Diversion programs described in Attachment B be implemented in a timely manner in order for City to remain in compliance with all requirements of the Act. Therefore, the following shall apply in the event Contractor

fails to achieve the minimum required levels of Diversion program implementation described herein.

14.11.A Minimum Level of Diversion Program Implementation Required By March 31, 2021. The minimum required level of program implementation that must be completed by Contractor on or before March 31, 2021 includes implementation of the AB 341 and AB 1826 Diversion programs as follows:

1. AB 341 Diversion Program. Contractor must have fully implemented an AB 341 Single Stream and/or Single Material Recyclables Diversion program at a minimum of seventy-five percent (75%) of all Multi-Family complexes within City (as described in Section 2.3.5.3.1 of Attachment B), at a minimum of seventy-five percent (75%) of all Commercial and Businesses Establishments (as described in Section 3.2.1 of Attachment B), and at a minimum of seventy-five percent (75%) of all Gated Developments, HOA's and Mobile Home Parks that have centralized Bin/Cart/Roll-Off/compactor service (as described in Section 2.3.5.4 of Attachment B).

2. AB 1826 Diversion Programs. Contractor must have fully implemented an AB 1826 Food Scrap Diversion program at a minimum of seventy-five percent (75%) of all Commercial and Business Establishments as described in Section 3.3.2 of Attachment B.

During the period January 1 through March 31, 2021, City will evaluate Contractor's performance to determine whether or not the minimum level of Diversion program implementation has been achieved. City will review the Red/Green Tracking

Spreadsheet, time and work logs of the Recycling Coordinators, all the Monthly, Quarterly, and Annual Reports listed in Attachment K submitted by Contractor up to and including the Monthly Report for March 2021. City may also conduct site visits at Customers' Premises to determine whether Contractor has achieved the minimum required Diversion program implementation. Customers that are required to have an AB 341 Diversion program and/or an AB 1826 Diversion program that, as of January 1, 2021, are on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" in Attachment K, Monthly Reports, Item #8, shall not count against Contractor in City's determination as to whether the requirements of this Section 14.11.A have been met.

If Contractor fails to achieve the minimum level of program implementation as described herein, (a) Contractor forfeits its opportunity to earn the Phase 1 Extension Incentive described in Section 6.09 A of the Agreement, and (b) Contractor shall pay the City's costs of hiring one or more third parties including but not limited to, consultants, part-time employees, and/or other Persons as determined by City (hereinafter referred to as "City's Agents"), to implement said programs.

On or before May 1, 2021 City will notify Contractor as to whether or not Contractor has achieved the minimum required minimum level of Diversion Program implementation. In the event Contractor has not met the minimum required level of implementation, City may retain the services of one or more Persons as described herein, to complete implementation of the Diversion programs until one-hundred percent of the AB 341 and AB 1826 Diversion Programs are fully implemented. In such event Contractor shall reimburse City on a monthly basis for the work performed by City's

Agents to implement the Diversion programs. City will invoice Contractor for this expense and Contractor shall pay said invoices within thirty (30) days of receipt. Contractor shall cooperate with City and City's Agents to implement Diversion programs. Such cooperation shall include sharing information and data on Customers with City and City's Agents, providing Containers for Recyclable Materials, Yard Trimmings/Wood, Food Scraps and any other Divertable Materials in a timely manner as described in the Agreement including Attachment B, Collecting Containers of Divertable Materials on the schedule agreed upon with the Customer and City and/or City's Agents, and processing the Collected materials at the City-approved Processing Facilities described in Articles 5 and 6. Contractor shall not impair, impede or in any way frustrate or otherwise interfere with the actions or efforts of City and/or City's Agents to successfully complete all steps to fully implement the required Diversion programs as described herein.

As Diversion programs are implemented by City's Agents, City's Agents will monitor and troubleshoot said programs and provide additional training, education, and site visits for the initial ninety (90) day period following program startup. At the end of the ninety (90) day period, City's Agents will transfer responsibility for all aspects of the fully implemented program to Contractor. Contractor shall fully maintain each fully implemented program at the Customer's Premises from that point forward, including completing any and all applicable steps described in Section 3.3.4 of Attachment B.

Contractor shall continue to pay for the work of City's Agents until all of the following conditions have been met: (a) The City's Agents have implemented the remaining AB 341 and AB 1826 Diversion programs at one-hundred percent (100%) of

all Customers, (b) City's Agents have transferred responsibility for all aspects of each implemented program to Contractor, and (c) Contractor is fully maintaining each implemented program as described in Section 3.3.4 of Attachment B. At such point, City shall notify Contractor in writing and shall submit any final invoice(s) for the work of City's Agents to Contractor for payment.

14.11.B Minimum Level of Diversion Program Implementation Required By March 31, 2024. If Contractor fails to achieve the minimum level of program implementation as described herein, (a) Contractor forfeits its opportunity to earn the Phase 2 Extension Incentive described in Section 6.09 B of the Agreement, and (b) Contractor shall pay the City's costs of hiring one or more third parties including but not limited to, consultants, part-time employees, and/or other Persons (City's Agents) as determined by City to implement said programs.

The minimum required level of program implementation that must be completed by Contractor on or before March 31, 2024 includes all of the following:

1. **SB 1383 Multi-Family Food Scrap Diversion Program.** Contractor must have fully implemented an SB 1383 Multi-Family Food Scrap Diversion program at a minimum of seventy-five percent (75%) of (a) all Multi-Family complexes (as the Multi-Family Food Scrap program is described in Section 2.3.5.3.3 of Attachment B), and (b) at a minimum of seventy-five percent (75%) of all Gated Developments, HOA's and Mobile Home Parks with centralized Bin/Cart/Compactor/Roll Off service (as described in Section 2.3.5.4 of Attachment B). [Note: if City has not directed Contractor to implement the SB

1383 Food Scrap program at Multi-Family complexes and at all Gated Developments, HOA's and Mobile Home Parks with centralized Bin/Cart/Compactor/Roll Off service, this requirement shall not apply.]

2. Contractor Has Not Exceeded Interim Container Contamination Caps. Contractor must have achieved a level of Container Contamination that is at or below the following interim Contamination caps for all Residential, Commercial, Multi-Family, Gated Developments, HOA's and Mobile Home Parks within City: twenty percent (20%) by weight for Single Stream Recyclable Materials, twenty percent (20%) by weight for Food Scraps and thirty percent (30%) by weight for MSW.

3. Contractor Has Maintained Full Implementation of All AB 341 and AB 1826 Diversion Programs. Contractor must have implemented and maintained AB 341 and AB 1826 Diversion Programs at "full implementation" (including having performed all the tasks listed in Section 3.3.4 of Attachment B) at one-hundred percent (100%) of all Customers required to have such programs as described in Attachment B. [Note: if Contractor did not achieve the minimum level of AB 341 and AB 1826 program implementation required by Section 14.11.A and Contractor paid for City's Agents to implement such programs; and one hundred percent (100%) of such programs are now operating at "full implementation" levels, Contractor shall be considered to be in compliance with this requirement to fully maintain one-hundred percent (100%) of the AB 341 and AB 1826 programs.]

During the period January 1 through March 31, 2024, City will evaluate Contractor's performance to determine whether or not the minimum level of SB 1383 Multi-Family Food Scrap Diversion program implementation has been achieved, whether the above-listed interim Container Contamination caps have been met, and whether AB 341 and AB 1826 programs have been maintained at "full implementation" at one-hundred percent (100%) of all Customers required to have such programs. In order to make a determination concerning implementation of the SB 1383 Food Scrap Diversion program and the AB 341 and AB 1826 programs, City will review the Red/Green Tracking Spreadsheets, time and work logs of the Recycling Coordinators, all the Monthly, Quarterly, and Annual Reports listed in Attachment K, submitted by Contractor up to and including the Monthly Report for March 2024. City may also conduct site visits at Commercial and Business Establishments, Multi-Family, Gated Developments, HOA's and Mobile Home Park Customers' Premises to determine whether Contractor has achieved the minimum required Diversion program implementation.

In order to make a determination concerning Contractor's performance with regard to the interim Container Contamination caps, City will utilize the results of the Characterization studies performed at all Processing Facilities and for the MSW being delivered for Disposal. The methodology for the studies is described in Attachment N. The City will review the study results for all characterizations performed during the Term, up to and including the following: Source Separated Recyclable Materials performed in the first quarter of 2024; Food Scraps performed in the first quarter of 2024; and the MSW waste characterization performed in the second quarter of 2023.

Customers that are required to have an AB 341 Diversion program and/or an AB 1826 Diversion program, and Customers that are required to have a Multi-Family SB 1383 Food Scrap program (including Gated Developments, HOA's and Mobile Home Parks with centralized Bin/Cart/Roll-Off/compactor service) that, as of January 1, 2024, are on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" in Attachment K, Monthly Reports, Item #8, shall not count against Contractor in City's determination as to whether the requirements of this Section 14.11.B have been met.

On or before May 1, 2024 City will notify Contractor as to whether or not Contractor has achieved the minimum required minimum level of SB 1383 Food Scrap Diversion Program implementation, the required interim Container Contamination caps at all Residential, Commercial, Multi-Family, Gated Developments, HOA's and Mobile Home Parks in City, and full implementation of all AB 341 and AB 1826 programs in City.. In the event Contractor has not met one, two or all three of these requirements, City may retain the services of one or more Persons as described herein, to complete implementation and/or reduce Contamination levels as follows.

If Contractor has not achieved the requirements of Section 14.11.B.1, Contractor shall pay the cost for City's Agents to implement the required SB 1383 Multi-Family Food Scrap Diversion programs until one-hundred percent of the SB 1383 Food Scrap Diversion Programs are fully implemented at all Multi-Family complexes and at all Gated Developments, HOA's and Mobile Home Parks with centralized Bin/Cart/Roll-Off/compactor service in City.

If Contractor has not achieved the requirements of Section 14.11.B.2, Contractor shall pay the cost for City's Agents to reduce Contamination levels until the Container Contamination caps described in Section 3.3.4 of Attachment B are met at all Residential, Commercial, Multi-Family, Gated Developments, HOA's and Mobile Home Parks in City. [Note: this means Contractor shall pay the cost for City's Agents until the following Container Contamination caps are achieved: ten percent (10%) by weight for Single Stream Recyclable Materials, ten percent (10%) by weight for Food Scraps and twenty percent (20%) by weight for MSW. These are not the same as the interim Container Contamination caps.]

If Contractor has not achieved the requirements of Section 14.11.B.3, Contractor shall pay the cost for City's Agents to implement the required AB 341 and/or AB 1826 Diversion programs until one-hundred percent (100%) of the Customers required to have AB 341 and/or AB 1826 programs have fully implemented programs.

Contractor shall reimburse City on a monthly basis for the work performed by City's Agents to implement the Diversion programs and/or reduce Container Contamination levels. City will invoice Contractor for this expense and Contractor shall pay said invoices within thirty (30) days of receipt. Contractor shall cooperate with City and City's Agents to implement Diversion programs and reduce Contamination (as applicable). Such cooperation shall include sharing information and data on Customers with City and its Agents, cooperating with City's Agents including ride-alongs on Collection vehicles, providing Containers for Divertable Materials in a timely manner as described in the Agreement including Attachment B, Collecting Containers of Divertable Materials on the schedule agreed upon with the Customer and City and/or City's

Agents, and processing the Collected Divertable Materials at the City-approved Processing Facility(ies) described in Articles 5 and 6. Contractor shall not impair, impede or in any way frustrate or otherwise interfere with the actions or efforts of City and/or City's Agents to successfully complete all steps to fully implement the required AB 341, AB 1826 and/or SB 1383 Diversion programs as described herein and to reduce Container Contamination to within the following levels: ten percent (10%) by weight for Single Stream Recyclable Materials, ten percent (10%) by weight for Food Scraps and twenty percent (20%) by weight for MSW.

As Diversion programs are implemented by City's Agents, City's Agents will monitor and troubleshoot said programs and provide additional training, education, and site visits for the initial ninety (90) day period following program startup. At the end of the ninety (90) day period, City's agents will transfer responsibility for all aspects of the fully implemented program to Contractor. Contractor shall fully maintain each fully implemented program at the Customer's Premises from that point forward, including completing any and all applicable steps described in Section 3.3.4 of Attachment B. With regard to reducing Container Contamination levels, a similar protocol shall be followed with City's Agents transferring responsibility to Contractor ninety (90) days after the required Container Contamination levels have been achieved at a Customer's Premises.

Contractor shall continue to pay for the work of City's Agents until all of the following conditions have been met: (a) The City's Agents have implemented the remaining AB 341, AB 1826 and/or SB 1383 Diversion programs at one-hundred percent (100%) of all Customers, (b) City's Agents have achieved the required

Container Contamination caps as described herein, (c) City's Agents have transferred responsibility for all aspects of each implemented program (including reduced Container Contamination levels, as applicable) to Contractor, and (d) Contractor is fully maintaining each implemented program as described in Section 3.3.4 of Attachment B and is including continuing to meet the required Container Contamination caps in Section 3.3.4 of Attachment B. At such point, City shall notify Contractor in writing and shall submit any final invoice(s) for the work of City's Agents to Contractor for payment.

14.12 Force Majeure. Neither party shall be in default of its obligations under this Agreement in the event, and for so long as, it is impossible or extremely impracticable for it to perform its obligations due to an “act of God” (including, but not limited to, flood, earthquake or other catastrophic events), war, insurrection, riot, or other similar cause not the fault of, and beyond the reasonable control of, the party claiming excuse (each, a “Force Majeure event”). The following are not force majeure events: labor unrest, picketing, strikes, work stoppage or slowdown, sickouts or other concerted job actions. A party claiming excuse under this Section must (1) have taken reasonable precautions, if possible, to avoid being affected by the cause, and (2) notify the other party in writing within five (5) calendar days after the occurrence of the event specifying the nature of the event, the expected length of time that the party expects to be prevented from performing, and the steps which the party intends to take to restore its ability to perform. The party claiming excuse under this Section shall use its best efforts to remedy its inability to perform as quickly as possible.

14.12.A Force Majeure. Neither Contractor nor the City shall be excused from the performance of its obligations under this Agreement except where a party’s failure to perform is due to a Force Majeure event, as defined in this Agreement.

14.12.B Obligation to Restore Ability to Perform. Any suspension of performance by a party pursuant to this Section shall be only to the extent, and for a period of no longer duration than, required by the nature of the event, and the party claiming excuse from obligation shall use its best efforts in an expeditious manner to remedy its inability to perform, and mitigate damages that may occur as result of the event.

14.12.C Notice. The party claiming excuse shall deliver to the other party a written notice of intent to claim excuse from performance under this Agreement by reason of a Force Majeure event. Notice required by this Section shall be given promptly in light of the circumstances, but in any event not later than five (5) calendar days after the occurrence of the Force Majeure event. Such notice shall describe in detail the claimed Force Majeure event, the services impacted by the claimed Force Majeure event, the expected length of time that the party expects to be prevented from performing, the steps which the party intends to take to restore its ability to perform, and such other information as the other party reasonably requests.

14.12.D City's Rights in the Event of Force Majeure. The partial or complete interruption or discontinuance of Contractor's services caused by a Force Majeure event shall not constitute an event of default under this Agreement. Notwithstanding the foregoing: (i) the City shall have the right to make use of Contractor's facilities and equipment in accordance with Sections 13.04 and 13.06 of this Agreement in the event Contractor is unable to Collect and Dispose of MSW and Food Scraps as required herein for a period of three (3) or more consecutive days or for any three (3) days in a seven (7) calendar-day period, and such non-performance is excused by a Force Majeure event; (ii) if Contractor's excuse from performance for reason of Force Majeure continues for a period of thirty (30) calendar days or more, the City shall have the right, in its sole discretion, to immediately terminate this Agreement; and (iii) if Contractor's inability to Collect and Dispose of MSW and Food Scraps continues for fourteen (14) days or more from the date by which Contractor gave or should have given notice under Subsection C above, the City may terminate this Agreement.

14.13 Cooperation During Transition. At the expiration or earlier termination of the Term, Contractor shall cooperate fully with the City to ensure an orderly transition to any and all new service providers. In addition, during the last twelve months of the Term, Contractor shall allow prospective operators to observe its operations and shall make available to City all records and reports required to be submitted by this Agreement for use in the transition including, but to limited to, complete route lists and maps, Customer account lists including Customer name, address, type and frequency of service, billing information, and number, type and location of all Containers deployed by Contractor within City.

14.14 No Damages for Invalidation of Agreement. If a final judgment of a court of competent jurisdiction determines that this Agreement, or any portion thereof, is illegal or was unlawfully entered into by the City, neither party shall have any claim against the other for damages of any kind (including but not limited to loss of profits) on any theory.

14.15 Diversion Programs Not Restricted. Nothing in this Agreement shall restrict City's participation or non-participation, or the nature or extent of its participation in, any Recycling and Diversion program, developed or operated by City, other agencies, or by one or more Residents, Businesses, Commercial, industrial or retail operators, or other Persons, within City or other jurisdictions.

14.16 Reports as Public Records. The reports, records and other information submitted (or required to be submitted) by Contractor to City are public records within the meaning of that term in the California Public Records Act, Government Code Section 6250 *et seq.* Unless a particular record is exempted from disclosure by the

California Public Records Act, it must be disclosed to the public by the City upon request.

ARTICLE 15: MISCELLANEOUS PROVISIONS

15.01 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

15.02 Jurisdiction. Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the parties agree that this Agreement is made in and will be performed in Orange County and the exclusive venue is the Superior Court located in Orange County.

15.03 Binding on Successors. The provisions of this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties.

15.04 Parties in Interest. Nothing in this Agreement is intended to confer any rights on any Persons other than the parties to it and their permitted successors and assigns.

15.05 Waiver. The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.

15.06 Attachments. Each of the attachments, identified as Attachments “A” through “KK,” is attached hereto and incorporated herein and made a part hereof by this reference.

15.07 Entire Agreement. This Agreement, including the Attachments, represents the full and entire agreement between the parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, either written or oral.

15.08 Section Headings. The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

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

15.10 Amendment. This Agreement may not be modified or amended in any respect except by a writing signed by the parties.

15.11 Severability. If a court of competent jurisdiction holds any non-material provision of this Agreement to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

15.12 Costs and Attorneys' Fees. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs expended in connection with such an action from the other party. However, each party shall bear its own attorneys' fees.

15.13 References to Laws. All references in this Agreement to laws, rules, and regulations shall be understood to include such laws, rules, and regulations as they may

be subsequently amended or re-codified, unless otherwise specifically provided. In addition, references to specific governmental agencies shall be understood to include agencies that succeed to or assume the functions they are currently performing.

15.14 City's Municipal Code. Contractor is aware of the provisions of City's Municipal Code relating to the Collection and Disposal of solid waste, specifically Article 4, Chapter 3 (Solid Waste Management) of the Tustin Municipal Code, including the right of City to amend those provisions. Contractor shall comply with all provisions of Article 4, Chapter 3, as they may be amended.

City may, in its sole discretion, determine whether and in what circumstances enforcement of provisions of the City's Municipal Code relating to the obligation of owners and occupants of Premises to use the services of Contractor is in the public interest. City undertakes no obligation, by virtue of this Agreement, to Contractor to enforce such provisions through civil actions, or termination of other utility services provided by City.

The parties acknowledge that City may permit the Collection, Recycling, Diversion and/or Disposal of any or all of the following materials without seeking or securing any approval of Contractor:

A. Recyclable Materials which are separated by the Customer and donated or sold to youth, civic, or charitable organizations or any other Person;

B. MSW, and/or Recyclable Materials which are removed from any Premises by the property owner or occupant, and which are transported by the property owner or occupant (or by his or her full-time employees) to a Processing Facility or to a

Disposal Facility; Food Scraps which are removed by the property owner or occupant and Composted; and Food Scraps which are Composted on-site by the property owner or occupant using a Compost Appliance.

C. MSW self-hauled pursuant to Article 4, Chapter 3, Part 2, Section 4326 (b) of the Tustin Municipal Code;

D. Recyclable Materials not placed for Collection by Contractor which are delivered to a permitted recycling drop off or buy-back center or facility;

E. Edible Food for Human Consumption that is Collected by any Person, including but not limited to, non-profit organizations, for-profit corporations, partnerships or other entities, volunteers, individuals, and activities of any Persons that provide any of the following services: (1) arrange for the collection of Edible Food for Human Consumption (as described in SB 1383 and all regulations promulgated thereto) and for the delivery of said Edible Food to locations and organizations for human consumption, including but not limited to food banks, churches, other non-profit or charitable entities, volunteer groups, homeless shelters, warming shelters, delivery to individuals (e.g. Meals on Wheels), other non-profit or for-profit entities, free or reduced-cost grocery markets, hospitals, schools and others; (2) provide programs, telephone apps, databases and other means to connect food donors with those that can use the Edible Food, and assist the parties in getting the Edible Food from the donor to the recipients for human consumption; (3) compile and publish or distribute lists of Edible Food available for donation and food needed (specifying types, quantities and dates/times available and needed); (4) provide pickup, transportation and delivery of

Edible Food from donors to recipients; (5) provide reporting data on the pounds of Edible Food diverted from Disposal from these efforts in the City.

F. Food Scraps that are separated by the Customer for use as Edible Food for Human Consumption and are donated, sold or the Customer pays for Collection and delivery of the Food Scraps to food banks, shelters, churches, civic organizations, schools, individuals or any Person for human consumption.

G. Food Scraps that are separated by the Customer and are donated, sold or the Customer pays for Collection and delivery of the Food Scraps for use as animal feed.

H. Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, *et seq*., California Public Resources Code;

I. Construction and Demolition Debris self hauled pursuant to Article 4, Chapter 3, Part 2, Section 4326 (c) of the Tustin Municipal Code;

J. Yard Trimmings removed from a Premises by a gardening, landscaping or tree trimming company utilizing its own equipment as an incidental part of a total service offered by the company rather than as a hauling service pursuant to Article 4, Chapter 3, Part 2, Section 4326 (d) of the Tustin Municipal Code;

K The casual or emergency Collection and Disposal of MSW by City employees in the normal course of their employment;

L. Animal waste and remains from butcher shops and grease Collected from restaurants for use as tallow;

M. Hazardous Waste, regardless of the source; and

N. Cleanup services such as 1 800 GOTJUNK and OC Junk Removal, whose primary business is the cleanup of MSW on the property of another and who, incidental to such business: (a) hauls only the MSW which he/she cleans up and no other MSW; (b) performs cleanup services such as removing junk from Commercial and Business Establishments, garages and Residential Premises, but does not remove MSW from Construction and Demolition sites; (c) uses his/her own vehicle to haul the MSW which he/she cleans up; and (d) does not use a Bin, Roll Off Box or other Container, whether or not such Bin, Roll Off Box or Container is left at the cleanup site, to accomplish the cleanup, Collection or transportation of the MSW.

15.15 Non-Discrimination. Contractor shall not discriminate, nor permit any City-approved subcontractor to discriminate, in the provision of services or the employment of Persons engaged in the performance of this Agreement on account of race, color, religion, sex, age, national origin, ancestry, physical handicap, sexual orientation, marital status or medical condition in violation of any applicable federal, state or local law.

15.16 Guaranty. No later than ten (10) days before the Effective Date of this Agreement, Contractor shall furnish a properly executed Guaranty of its performance under this Agreement, in the form shown on Attachment Z.

This Agreement, consisting of one-hundred sixty-seven (167) pages, not including Attachments A through KK, shall be executed in four (4) originals.

IN WITNESS WHEREOF, City and Contractor have executed this Agreement as of the day and year first above written.

CONTRACTOR

By: _____

CITY OF TUSTIN

By: _____
Mayor

ATTEST:

CITY CLERK

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
City Attorney

Attachments

A	Definitions
B	Detailed Scope of Work for Collection And Diversion Operations
C	Implementation Plan
D	Proposed Rates to be Charged
E	Numbers and Types of Containers to be Furnished by Contractor and Cart Specifications
F-1-4	F-1 Collection Vehicles to be Furnished by Contractor F-2 Light Weight Collection Vehicles to Be Furnished by Contractor F-3 On-Board Technology to be Provided by Contractor on Collection Vehicles to Increase Safety and Efficiency F-4 Technology Innovations To Be Implemented by Contractor
G	Contractor-Furnished Personnel and Names of Key Personnel
H	Multi-Family and Commercial Route Density Audit Protocol
I	Landfill Contract With County of Orange
J	Annual Rate and Disposal Cost Adjustments
K	Reports to be Submitted to City
L	Performance Bond
M	Bond Continuation Certificate
N	Processing Facility Characterizations & On-Site Field Container Contamination Audit Protocols
O	Clean Materials Recovery Facility(ies)
P	Bioengineered Feedstock Processing Facility
Q	Compost Processing Facilities
R	Anaerobic Digestion Processing Facility
S	Construction & Demolition Debris Processing Facility(ies)
T-1-3	T-1 List of City Facilities Including City Parks T-2 List of all Bus Stops and Bus Shelters to be Served T-3 Toter Receptacles to be Deployed at Bus Stops and Bus Shelters
U	Planned Residential and Commercial Developments
V	Proposed Telephone, Voicemail and Answering System
W	Contractor’s Detailed Description of Diversion Programs
X	Not Used
Y	Contractor’s Complete Proposal To City
Z	Guaranty
AA	Minimum Required Duties of Recycling Coordinators
BB	Not Used

CC	List & Map of Areas to Collect Illegally Dumped Materials
DD	Not Used
EE	Minimum Required Duties of City Liaison
FF	Not Used
GG	Sure Close Food Scrap Container
HH	“Slim Jim” Commercial Food Scrap Containers
JJ	Landscaper Self-Certification Diversion Form
KK	Tustin Waste Disposal and Diversion Requirements for Construction, Demolition, and Renovation Projects & CALGreen

Definitions

Act: "Act" means the California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000, *et seq*.) as amended and as implemented by regulations of CalRecycle or its successor.

Affiliate: "Affiliate" means any Person who or which is related to the Contractor by virtue of a direct or indirect ownership interest or common management. Affiliates include (1) a Person in which the Contractor has a direct or indirect ownership interest, (2) a Person which has a direct or indirect ownership interest in Contractor, and (3) a Person which is owned or controlled by any person which has a direct or indirect ownership interest in Contractor.

For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of the Internal Revenue Code, in effect as of the Effective Date, shall apply except that "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and Section 318(a)(3)(C).

Agreement: "Agreement" means this Agreement between the City and Contractor dated as of October, 2018, including all attachments, and any amendments hereto.

Alternative Daily Cover or "ADC": Alternative Daily Cover (or "ADC) means cover material other than earthen material placed on the surface of the active face of a Municipal Solid Waste landfill at the end of each operating day to control vectors, fires, odors, blowing litter and scavenging. Federal regulations require landfill operators to use six (6) inches of earth material as daily cover unless other materials are allowed as alternatives. CalRecycle has approved eleven (11) ADC material types. Generally, these materials must be processed so that they do not allow gaps in the exposed landfill face. Prior to 2014,Yard Trimmings were included in the list of CalRecycle-approved ADC materials and use of Yard Trimmings as ADC still counted as diversion of the Yard Trimming materials for purposes of the Act. AB 1594, passed and signed into law in 2014 phases out the use of Yard Trimmings as ADC effective January 1, 2020. As of that date no Yard Trimmings can be used as ADC and still count as diversion. As of January 1, 2020, any Yard Trimmings used as ADC are counted as Disposed tons for purposes of the Act. [See Section 6.3 for the prohibition on use of Yard Trimmings collected in City as ADC.]

Alternative Fuel Vehicle: "Alternative Fuel Vehicle" means a vehicle whose engine design uses a fuel that is in full compliance with the South Coast Air Quality Management District's rules and regulations including Rule 1193.

Anaerobic Digestate: "Anaerobic Digestate" or "Digestate" means the material left at the conclusion of a biological process that decomposes organic matter in an environment with little or no oxygen resulting in a biogas and a liquid/solid stream called Digestate (CCR Section 17896.2(a) 6). For purposes of this Agreement, Anaerobic Digestate shall be further processed at a permitted Compost Facility or may be land-applied if approved by City. Anaerobic Digestate shall not be disposed at a landfill or used as ADC at a landfill."

Anaerobic Digestion: "Anaerobic Digestion" ("AD") means a biological process that decomposes organic matter in an environment with little or no oxygen resulting in a biogas and a liquid/solid stream called Anaerobic Digestate. The decomposition occurs in a four-step process: hydrolysis, acidogenesis, acetogenesis, and methanogenesis to break down organic matter into methane, carbon dioxide, water and Anaerobic Digestate/residuals.

Definitions

Anaerobic Digestion Facility: "Anaerobic Digestion Facility" ("AD Facility") means a facility that uses a biological process that decomposes organic matter in an environment with little or no oxygen resulting in a biogas and a liquid/solid stream called Anaerobic Digestate. The decomposition occurs in a four-step process: hydrolysis, acidogenesis, acetogenesis, and methanogenesis to break down organic matter into methane, carbon dioxide, water and Anaerobic Digestate/residuals.

Authorized Customer Representative: "Authorized Customer Representative" means the Person (including but not limited to, the owner or on-site manager) who has decision-making authority to approve a recycling plan, payment of the bills for MSW, Recyclable Materials, Yard Trimmings, Food Scrap and all other Collection services provided by Contractor. For a corporation with multiple locations and centralized decision-making, the Authorized Customer Representative is the management Person with decision-making authority for that Business or Commercial Premises located within City. In cases where a Customer has retained the services of a waste broker or waste arranger, the Authorized Customer Representative is the Person who has been given the decision-making authority by the Customer for the subject Premises within the City.

Bin or Bins: "Bin" or "Bins" means open top rectangular containers with wheels, with plastic or metal lids, used for storage of MSW, Recyclable Materials, Yard Trimmings, Food Scraps, Construction and Demolition Debris, or other materials to be Collected by Contractor. Typical sizes of Bins include 2 cubic yards, 3 cubic yards, 4 cubic yards and 6 cubic yards. See also "Split Bins."

Bioengineered Feedstock: "Bioengineered Feedstock" means a mixture of materials utilized in Wastewater Treatment Plants (WWTP's) or publically owned treatment works (POTW's) to produce biogas. (This process is also referred to as "wet anaerobic digestion".) Bioengineered Feedstock may include primary and/or secondary sludge, greases from the WWTP grease trap, and organic materials such as Food Scraps from households or other organic materials from industries that have been pre-treated and liquefied to the required consistency.

Bioengineered Feedstock Facility: "Bioengineered Feedstock Facility" means a Processing Facility that accepts Food Scraps and other Bioengineered Feedstock, chops, macerates or otherwise size-reduces the incoming materials, mixes the material with liquid and produces a slurry which is then transported or otherwise delivered to a Wastewater Treatment Plant or similar facility for use as a Bioengineered Feedstock to produce methane.

Biomass Conversion Facility: "Biomass Conversion Facility" means a facility which uses the controlled combustion of the following materials (when separated from MSW) to produce electricity or heat: (1) agricultural crop residues; (2) bark, lawn, yard and garden clippings; (3) leaves, silviculture residue, tree and brush prunings; (4) wood, wood chips and wood waste; or (5) non-recyclable pulp or non-recyclable paper. [See Section 6.09 for the prohibition on use of Biomass Facility(ies) for materials collected in City.]

Bulky Goods: "Bulky Goods" means furniture, household or industrial appliances, mattresses, shipping crates and containers, oversized yard waste such as tree trunks and large branches if no larger than two feet (2') in diameter and four feet (4') in length, and other large, bulky or heavy objects not normally discarded on a regular basis at Residential, Commercial or Business

Establishments. Bulky Goods does not include automobile bodies or Construction and Demolition Debris.

CalRecycle: "CalRecycle" means the California Department of Resources Recycling and Recovery, the successor agency to the former California Integrated Waste Management Board.

Can: "Can" means a receptacle for MSW or Recyclable Materials provided by the Customer and Collected using manual (instead of automated) collection.

Cart: "Cart" means a Container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of 35 gallons, 60-67 gallons, and 90-100 gallons.

Cathode Ray Tubes (CRTs): "Cathode Ray Tubes" or "CRTs" means a computer or television monitor with the yoke still attached that has been separated from an electronic device.

City: "City" means the City of Tustin, a municipal corporation, and all of the territory lying within the municipal boundaries of the City as presently existing or as such boundaries may be modified during the Term.

City-County Landfill Contract: "City-County Landfill Contract" means the contract dated July 23, 2009 between the County of Orange and the City of Tustin as amended effective June 30, 2016, and as may be further amended in the future. The City-County Landfill Contract is in Attachment I.

Clean Materials Recovery Facility (Clean MRF): "Clean Materials Recovery Facility" or "Clean MRF" means a MRF, or that portion of a MRF that processes Recyclable Materials such as Single-Material Recyclables and Single Stream Recyclable Materials, containing no more than the maximum residue allowed by CalRecycle permit regulations (10% residue).

Collection: "Collection" or "Collect" means the taking of physical possession of MSW, Recyclable Materials, Yard Trimmings, Food Scraps, Construction and Demolition Debris or other materials from Customers, and their transport to a Processing Facility, transfer station or landfill.

Commercial and Business Establishments: "Commercial and Business Establishments" means any premises occupied by stores, offices, office buildings, federal, state and local government offices (excluding schools), warehouses, factories, hotels, motor courts, restaurants and other commercial facilities providing goods or services and all other premises used for other purposes than dwelling houses. For purposes of the implementation of programs described in Attachment B, all Tonnage tracking and reporting described in Article 9, and the Extension Incentives described in Section 6.07, "Commercial Tons" shall include only Tons Collected from Commercial and Business Establishments and shall not include any Tons Collected from Multi-Family Carts or Bins. [See Section 9.05A.]

Compactor: "Compactor" means an enclosed rectangular or square metal container containing a ramrod to condense and compress the contents, and is typically used to store MSW, Yard Trimmings, Recyclable Materials, Food Scraps, Organics or other materials. Compactors may be small (3 cubic yards and 4 cubic yards) for use on Commercial Premises, or large (10 cubic yards, 20 cubic yards, 30 cubic yards and 40 cubic yards) for use at large Commercial

businesses, construction sites, hotels, supermarkets and other large retail stores. A special vehicle equipped with hooks and a winch to pull the Compactor on to the railed bed of the vehicle transports compactors.

Compost: "Compost" is the product resulting from the controlled biological decomposition of organic material that are source-separated from the MSW stream and that has been sanitized through the generation of heat and processed to further reduce pathogens' (PFRP), as defined by the U.S. EPA (Code of Federal Regulations Title 40, Part 503, Appendix B, Section B), and stabilized to the point that it is beneficial to plant growth. Compost bears little physical resemblance to the raw material from which it originated. Compost is an organic matter source that has the unique ability to improve the chemical, physical, and biological characteristics of soils or growing media. It contains plant nutrients but is typically not characterized as a fertilizer.

Compost Appliance: "Compost Appliance" means an enclosed on-site device that utilizes aerobic microbial digestion of food scraps. Compost Appliances may be utilized by restaurants, hospitals, cafeterias and any other generators of Food Scraps. [See Section 15.14]

Compost Facility: "Compost Facility" means a facility that processes one or more of the following that have been source-separated from MSW: Food Scraps, Yard Trimmings, Wood, and Food-Soiled Paper such as paper napkins and paper towels by means of outdoor windrow composting, aerated static pile composting, covered composting, vermiculture, or other outdoor composting methods or covered composting with use of either finished Compost or fabric, synthetic or other type(s) of cover(s) applied to the compost piles.

Composting: "Composting" means the creation of Compost.

Construction and Demolition (C&D) Debris: "Construction and Demolition Debris" includes building materials such as wood, sheetrock, metals, concrete, asphalt, dirt, yard trimmings from grubbing, packaging and rubble resulting from construction, remodeling, repair or demolition operations on pavements, houses, commercial and industrial buildings, and other structures and improvements.

Construction and Demolition (C&D) Debris Processing Facility: **"**Construction and Demolition (C&D) Processing Facility" means a facility that accepts C&D Debris for separation. Materials separated may be further processed to prepare them for sale or re-use (e.g. removing nails from wood, grinding of concrete and asphalt). The facility then markets the materials for re-use.

Containers: "Containers" means any object designed and used to hold MSW, Recyclable Materials, Food Scraps, Yard Trimmings or Construction and Demolition Debris to be Collected by the Contractor. Containers include Carts, Bins, open-top Roll Off Boxes, and Compactors.

Contamination: "Contamination" means materials which are not specified for Collection in particular Containers or for processing at any Processing Facility and which would either interfere with such processing or reduce the quality and value of the Recovered Materials. For example, metals and plastics constitute "Contamination" if placed in a Yard Trimmings Container and tree trimmings constitute "Contamination" if placed in a Recyclable Materials container. Contamination of MSW means the presence of Divertable Materials in the MSW container such as Recyclable Materials, Food Scraps, and/or Yard Trimmings. The maximum

acceptable levels of Contamination for each type of Container are listed in Attachment B, Section 3.3.4.

Contractor: "Contractor" means CR&R, Incorporated. The Contractor is the City's Authorized Recycling Agent.

County: "County" means the County of Orange.

Customer: "Customer" means the owner, occupant, tenant or user of Premises at which MSW, Recyclable Materials, Yard Trimmings, Food Scraps, and/or Construction and Demolition Debris is generated and collected by Contractor. The Customer is the Person Generating the MSW, Recyclable Materials, Yard Trimmings, Food Scraps, and/or Construction and Demolition Debris. The Customer may be a separate Person from the Authorized Customer Representative, who may arrange for and/or pay for, Collection service provided by Contractor.

Divertable or Divertable Materials: "Divertable" or "Divertable Materials" means Recyclable Materials, Food Scraps, Yard Trimmings, Wood, Construction and Demolition Debris, Food Soiled Paper (if directed by City), Electronic Waste, Universal Waste, and all other materials that can be diverted from Disposal. Divertable Materials includes, but is not limited to, all materials required to be Diverted from Disposal by City, CalRecycle or any state or federal agency.

Digestate: See "Anaerobic Digestate"

Disposal: "Disposal" or "Disposed" means the burying of MSW at a fully permitted landfill.

Disposal Charge: "Disposal Charge" means the cost, charge or tip fee at a Disposal Site that is paid by Contractor.

Disposal Site: "Disposal Site" means the City-designated Landfill(s), transfer station(s) or other facility(ies) used for the Disposal of MSW.

Diversion: "Diversion" or "to Divert" means any combination of Recycling, sorting, Composting, and/or other Processing activities conducted at a Clean MRF, a Compost Facility, an Anaerobic Digestion Facility, a Bioengineered Feedstock Facility, a Construction and Demolition Debris Processing Facility or another City-approved Processing Facility in order to prepare, use and/or market the materials for reuse, remanufacture, reconstitution or to otherwise return the materials to the economic marketplace and to prevent the materials from being Disposed in a landfill.

Diversion Programs: "Diversion Programs" means Collection of Recyclable Materials, Yard Trimmings, Food Scraps, Wood, Construction and Demolition Debris, and processing of said materials at a Clean MRF, a Compost Facility, a Construction and Demolition Debris Processing Facility or other Processing Facility. Diversion Programs include all programs operated by the Contractor, the City, Residents, Businesses, Customers or other Persons that have the effect of diverting MSW from landfill. Diversion Programs includes all of the programs included in the City's Source Reduction and Recycling Element and all of the programs included in Attachment B.

Definitions

Edible Food For Human Consumption: "Edible Food For Human Consumption" or "Edible Food" means food that has been prepared but not served, and includes but is not limited to: appetizers, soups, salads, entrees, desserts, raw fruits and vegetables that may or may not have been sliced, grated, cooked, baked, or otherwise prepared for consumption but not served, packaged sandwiches, salads, fruits and fruit salad, and other non-served food that meets state and local requirements as being edible for human consumption. SB 1383 requires Diversion of seventy-five percent of all Food Scraps, Yard Trimmings, Wood and certain other materials from Disposal by 2025, of which a minimum of 20% must be Edible Food for Human Consumption.

Effective Date: "Effective Date" means the date identified in Section 3.01.

Electronic Waste (E-waste): For purposes of this Agreement, "Electronic Waste" or "E-Waste" includes discarded video display devices such as a television screen, computer monitor, plasma television screen, computer CPU's, LED screens and monitors, computer keyboards, computer mouse, printers, desk copiers, multi-function desktop machines (such as a combination printer/fax/copier), LED bulbs, VCR's, DVD/CD/tape players, cellular telephones, microwave ovens, toasters, irons, stereos and speakers, cables, scanners and all other corded appliances and corded devices that are not defined in this Attachment A as "Universal Waste" and that are banned from Disposal in a landfill. (The parties acknowledge and agree that this definition may differ from that in current state law and regulations.)

Environmental Laws: "Environmental Laws" means all federal and state statutes, county and city ordinances concerning public health, safety and the environment including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq*.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq*.; the Federal Clean Air Act, 42 U.S.C. Section 7401 *et seq*.; the Federal Clean Water Act, 33 U.S.C. Section 1251 *et seq*.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 *et seq*.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 *et seq*.; the California Integrated Waste Management Act, California Public Resources Code Section 40000 *et seq*.; the California Hazardous Waste Control Act, California Health and Safety Code Section 25100 *et seq*.; the California Toxic Substances Account Act, California Health and Safety Code Section 25300 *et seq*.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 *et seq*.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code Section 25249.5 *et seq*.; the California Clean Air Act, Health and Safety Code Sections 39000 *et seq*.; the California Hazardous Materials Response Plan and Inventory Act, Health and Safety Code Sections 25500 *et seq*., as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

Food Scraps: "Food scraps" means material resulting from the production, processing, preparation or cooking of food for human consumption that is separated from MSW. Food Scraps include surplus or unsold Edible Food, raw food left over after food preparation, leftover cooked food, as well as spoiled food such as vegetables and culls, and plate scrapings. Food Scraps includes, without limitation, food scraps from food facilities as defined in California Health and Safety Code Section 113789, food processing establishments (as defined in California Health and Safety Code Section 111955), grocery stores, farmer's markets, institutional cafeterias (such as schools, hospitals and assisted living facilities), restaurants, and residential food scraps. Food Scraps does not include Food Soiled Paper.

Definitions

Food Scrap Processing Facility: "Food Scrap Processing Facility" means the City-approved Compost Facility, Bioengineered Feedstock Facility, Wastewater Treatment Plant, Anaerobic Digestion Facility and/or other City-approved Processing Facility used to process Food Scraps Collected by Contractor in the City.

Food Soiled Paper: "Food Soiled Paper" means paper towels, tissue products, paper napkins, paper plates and cups, coffee filters, tea bags, waxed paper, butcher paper, paper take-out boxes and containers, greasy pizza boxes, paper bags, cardboard and wax-coated cardboard produce boxes. "Food Soiled Paper" does not include polystyrene, diapers, aluminum foil or foil-lined food wrap.

Generate: "Generate" means to bring into existence or create, or to use, maintain or possess an item, material or product, the result of which such creation, bringing into existence, use, maintenance or possession is that the item, material or product first becomes, or is converted, transformed, evolved to, or deemed as MSW, Recyclable Materials, Food Scraps, Yard Trimmings, Construction and Demolition Debris or other materials.

Green Waste: See "Yard Trimmings".

Hazardous Waste: "Hazardous Waste" means as defined in Section 11.05 of the Contract.

Homeowners Association (HOA): "Homeowners Association" or "HOA" means a mandatory membership organization comprised of two or more homeowners for the maintenance of commonly owned real estate and improvements associated with multi-family developments comprised of detached homes, condominiums or townhouses.

Household Hazardous Waste (HHW): "Household Hazardous Waste" or "HHW" means any Hazardous Waste generated incidental to owning or maintaining a place of residence. Household Hazardous Waste does not include any waste generated in the course of operating a business or commercial activity at a residence or at any Commercial Business Establishment. Typical Household Hazardous Wastes include used motor oil and oil filters, antifreeze and other vehicle fluids, paints and varnishes, pesticides, pool chemicals and cleaning supplies.

Including: "Including" means including but not limited to.

Indemnitees: "Indemnitees" means the City, members of the City Council and other officers, employees, and agents of City.

Land Application: "Land Application" means the final deposition of Compost and/or Anaerobic Digestate spread, sprayed, or fertigated on any land, crop, foliage or vegetation.

Materials Recovery Facility (MRF): See "Clean MRF"

Mobile Home Parks: "Mobile Home Parks" means a Residential community or complex comprised of individual manufactured homes that are not permanently attached to the ground or pad, and ancillary structures such as a community room, gardens, greenbelts, pools or other amenities. Mobile Home Parks may have individual Cart Collection service (similar to single-family homes) or centralized Bin/Cart/Compactor Collection service (similar to Multi-Family complexes).

Multi-family: "Multi-family" means a building, dwelling unit or complex containing multiple dwelling units that house more than four residences and that receive centralized Collection service from Bins and Carts, compactors and/or Roll Off Boxes in enclosures or other designated areas. Apartment complexes, condominiums, townhouses, gated developments, HOA's, mobile home parks and similarly configured housing complexes are included if they have centralized service. Multi-Family does not include single-family residences, duplexes, tri-plexes, four-plexes or any residences that have individual Cart Collection service. For purposes of the implementation of programs described in Attachment B, all Tonnage tracking and reporting described in Article 9, and the Extension Incentives described in Section 6.09, "Multi-Family Tons" shall include only Tons Collected from Multi-Family complexes and shall not include any Tons Collected from "Commercial and Business Establishments". [See Section 9.05A.]

Municipal Solid Waste (MSW): "Municipal Solid Waste" or "MSW" is the variable portion of all non-hazardous discarded materials that is left over after all Diversion Programs are utilized by the owners and/or occupants of all Premises in the City. The owners and/or occupants of all Premises within the City are provided with separate, designated Containers for MSW, Recyclable Materials, Yard Trimmings/Wood and Food Scraps (with the exception of non-food generating Commercial and Business Establishments) and Construction and Demolition Debris (where applicable). The owners and occupants of all Premises separate and place discarded materials in the appropriate Container provided to their Premises. City and third parties provide other Diversion Programs for Collection and Diversion of household appliances, E-Waste, grease, fats, oils and other Divertable Materials. MSW is the material placed by owners and/or occupants in the MSW container(s) and does not include materials placed in the other Containers designated for Divertable Materials or Diverted via other Diversion Programs.

MSW does not include (1) Hazardous Waste, (2) low-level radioactive waste regulated under California Health and Safety Code Sections 25800, et seq., or (3) untreated medical waste which is regulated pursuant to the Medical Waste Management Act, California Health and Safety Code Sections 25015, et seq.

Optional City-Directed Program: "Optional City-Directed Program" means a program that is not being implemented immediately as of the Effective Date, but which the City may, in its sole discretion, direct Contractor to implement at any time during the Term. Contractor provided the City with a rate for each City-Directed Program during the competitive Request for Proposal Process in 2018. In the event City directs commencement of a City-Directed program, the rate provided by Contractor shall be adjusted as described in Attachment J for any intervening years since 2018 as described in Section 4.12 of the Agreement. The change of scope provisions in Section 4.12 shall not apply to Optional City-Directed Programs.

Orange County Landfill System: "Orange County Landfill System" means any landfill owned or operated by the County of Orange, currently including Olinda Alpha, Frank R. Bowerman, and Prima Deschecha.

Person: "Person" includes any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County, municipality or special purpose district or any other entity whatsoever.

Plastic Containers: "Plastic containers" means all plastics of resin numbers 1-7, specifically excluding Styrofoam.

Premises: "Premises" means any land or building in the City where MSW, Recyclable Materials, Yard Trimmings, Wood, Food Scraps and/or Construction and Demolition Debris is Generated or accumulated.

Processing Facilities: "Processing Facilities" means facilities where the following activities are conducted: sorting, cleaning, treating, Composting, and reconstituting Collected materials and returning these materials to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards of the market place. Processing Facilities include Clean Materials Recovery Facility, Composting Facilities, Anaerobic Digestion Facilities, Bioengineered Feedstock Facilities, Wastewater Treatment Plants, Construction and Demolition Debris sorting facilities, and concrete and asphalt grinding facilities. Processing Facilities do not include Waste-to-Energy, Biomass, thermal destruction, or any type of Transformation facilities.

Processing Fee: "Processing Fee" means the amount charged for delivery of materials to City-approved Processing Facilities including but not limited to, the Clean MRF, Compost Facility, Anaerobic Digestion Facility, Bioengineered Feedstock Facility, and the Construction and Demolition Debris Processing Facility,.

Producer's Price Index: "Producer's Price Index" or "PPI" means as defined in Attachment J.

Proposal: "Proposal" means the Proposal submitted by Contractor to City under cover of a letter dated June 18, 2018, presented in one (1) notebook entitled "Proposal for the Collection, Transportation, Processing, and Diversion of Recyclable Materials and Other Materials, and for the Collection, Transportation, and Disposal of Municipal Solid Waste For the City of Tustin", as well as the following supplementary materials: (1) "CR&R Response to City of Tustin RFP Process Question Set #1 (consisting of 5 pages) plus "CR&R Response Question Set 1 (Attachments)" (consisting of 19 pages); (2) CR&R Response to City of Tustin RFP Process Question Set #2" (consisting of 3 pages); (3) "CR&R Response to City of Tustin RFP Process Question Set #3" (consisting of 1 page plus 3 pages of attachments); (4) the 21-page single-sided color handout of the Powerpoint presentation dated August 17, 2018 presented by Contractor at the interview with the City's Ad Hoc RFP Evaluation Committee and City staff held August 17, 2018; (5) the presentation, statements, representations and responses to questions made by representatives of Contractor during the August 17, 2018 interview, contained in the digital recording of the interview; and (6) the e-mail from Crystal Demming to Stacey Cuevas dated August 21, 2018 providing additional information on the permits for the Lakeview composting facility including a marked- up copy of a list of CalRecycle permit types with the 2 types of permits issued by CalRecycle for the Lakeview Compost site indicated in pink highlight, and copies of the CalRecycle SWIS Facility Detail for the two permits ("CR&R Lakeview 33-AA-0321" and "CR&R Lakeview Research Composting 33-AA-0367") consisting of 5 pages plus the e-mail transmittal.

Recovered Materials: "Recovered Materials" means those materials that are processed at a MRF, Compost Facility, Anaerobic Digestion Facility, Bioengineered Feedstock Facility, Construction and Demolition Debris Processing Facility or any other Processing Facility and thus Diverted from Disposal.

Recyclable Materials: "Recyclable Materials" means material which otherwise would become, or be treated as, MSW but which, by means of a process of collecting, sorting, cleansing, treating and reconstructing, may be returned to the economic mainstream in the form of finished or source material for new, reused or reconstituted products, which may be used in the market place. "Recyclable Materials" includes Single-Stream Recyclable Materials and Single Material Recyclables. Recyclable Materials includes, but is not limited to, paper, books, magazines, cardboard, boxes, plastics, metals, glass, and other similar materials authorized by the City for Collection by the Contractor. Recyclable Materials does not include Food Scraps, Yard Trimmings or Construction and Demolition Debris.

Recycle/Recycling: "Recycle" and "Recycling" mean the process of collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become MSW and returning these materials to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards to be used in the marketplace.

Recycling Coordinators: "Recycling Coordinator", "Recycling Coordinators" or "Coordinators" means the employees of Contractor described in Section 7.05 G of the Agreement.

Red/Green Tracking Spreadsheet: "Red/Green Tracking Spreadsheet" means the Excel spreadsheet (or other similar software spreadsheet) described in Section 1.7 of Attachment B and in Attachment K. The Red/Green Tracking Spreadsheet is created and maintained by Contractor, and used by Contractor and City to document all contacts made with Customers concerning implementation of Diversion Programs, and to document and track Contractor's completion of the program implementation tasks listed in Section 3.3.4 of Attachment B.

Residential Premises: "Residential Premises" or "Residential" includes single-family dwellings, Multi-family dwellings (such as townhouses, apartments, and condominiums), gated developments, HOA's and mobile home parks that are provided individual Collection service at each dwelling unit, whether by means of walk-in or curbside Collection, and which may be individually billed by Contractor or billed, as part of a central billing process, by the HOA or Property Manager.

Residue: "Residue" means the MSW destined for Disposal which remains after processing at a MRF, Compost Facility, Anaerobic Digestion Facility, Bioengineered Feedstock Facility, Construction and Demolition Debris Processing Facility or other Processing Facility has taken place. The percent of residue is calculated by dividing the weight of the Residue by the weight of the total materials delivered for processing at the facility. State law and regulations govern the allowable amount of Residue that can be generated by each type of Processing Facility.

Roll Off Boxes: "Roll Off Boxes" means large open top rectangular metal Containers used to store and transport MSW, Recyclable Materials, Yard Trimmings, Construction and Demolition Debris, or other materials. Roll Off Boxes are collected using a special vehicle equipped with hooks and a winch to pull the box onto the flat bed of the truck for transport. Roll Off Boxes typically come in 10, 20, 30 and 40 cubic yard sizes.

Scout Service: "Scout Service" means moving individual Containers of MSW, Recyclable Materials, Yard Trimmings and/or Food Scraps to a centralized location on the property where the Containers can be emptied by a frontloader vehicle and then returned to their original

locations. The Containers are moved by a pickup truck, motorized utility cart or other similar lightweight vehicle. Scout Service is used to save wear and tear on pavement in parking lots and driveways and to save Collection time. Instead of traveling to the location of each individual Container to empty the Container, the frontloader vehicle only travels to one centralized location and empties all the Container at that location.

Self-Haul: "Self-Haul" means the hauling of MSW and/or Divertable materials to a transfer, Processing, or Disposal Facility or other type of facility by a Generator, owner, or occupant of any Premises.

Single-Material Recyclables: "Single-Material Recyclables" means those Recyclable Materials which satisfy each of the following requirements: (1) have been segregated from MSW for handling different from that of MSW by or for the generator thereof; (2) have been further segregated so that various types of Recyclable Materials, such as glass, metals, paper, cardboard, etc., are not commingled; and (3) after such segregation, contain no more than ten percent 10% Contamination by weight.

Single Stream Recyclable Materials: "Single Stream Recyclable Materials" or "Single Stream Recyclables" means those Recyclable Materials collected as separated from MSW by the Customer and consisting of a mixture of metals, glass, plastics #1-7, and all paper grades from Residential Premises, Commercial and Business Establishments and Multi-Family Complexes. Single Stream Recyclable Materials are distinguished from Single-Material Recyclables, which consist of only a single type of material, such as glass, separated from other recyclables.

Source Reduction: "Source Reduction" means any action that causes a net reduction in the generation of MSW. Source reduction includes, but is not limited to, reducing the purchase and/or use of non-Divertable materials, replacing disposable or single-use materials and products with reusable materials and durable products, reducing packaging, reducing the amount of Yard Trimmings, Food Scraps, and/or Construction and Demolition Debris generated.

Source-Separated Construction and Demolition Debris: "Source-separated Construction and Demolition Debris" or "Source Separated C&D" means materials that are generated from construction and/or demolition sites that have been separated into different Containers for Collection where such Containers contain only one type of material (e.g. wood). Source-Separated Construction and Demolition Debris includes source-separated wood, concrete, drywall, cardboard, roofing materials, plastic piping, metals, yard trimmings from preconstruction clearing ("grubbing"), and other materials.

Split Bins "Split Bins" means Bins that have a divider down the middle, dividing the Bin into two separate compartments. Such Bins have separate locking lids for each side of the Bin allowing the Bin to be emptied one side at a time. The lid on the side of the Bin that is for storage of Recyclable Materials is designed such that it allows for the placement of Recyclable Materials in the Bin without unlocking or opening the lid, and yet does not allow Recyclable Materials to spill out when the lid is closed and locked for the emptying of the opposite side of the Bin. Typical sizes of Split Bins include 2 cubic yards, 3 cubic yards and 4 cubic yards.

Term: "Term" means the term of this Contract as specified in Section 3.02, unless extended by City pursuant to Section 3.03.

Definitions

Ton: "Ton" means a short ton of 2,000 pounds avoirdupois.

Transformation: "Transformation" means incineration, pyrolysis, distillation, or biological conversion other than Composting and does not include Composting, gasification, biomass conversion or "wet" or "dry" Anaerobic Digestion.

Transformation Facility: "Transformation Facility" means a facility utilizing incineration, pyrolysis, distillation, or biological conversion other than Composting and does not include Composting, gasification, biomass conversion or "wet" or "dry" Anaerobic Digestion. [See Section 6.09 of the Agreement for the prohibition on use of Transformation Facilities for materials Collected within City.]

Universal Waste (U-Waste): For purposes of this Agreement, "Universal Waste" or "U-Waste" means electronic devices not included in the definition of "Electronic Waste" in this Attachment A, including but not limited to common AA, AAA, C Cell and D Cell batteries; fluorescent tubes and bulbs and other mercury containing lamps (including high intensity discharge [HID], metal halide, sodium and neon bulbs); mercury containing devices such as thermostats, switches, thermometers, and relays (including those found in pre-1972 washing machines, sump pumps, electric space heaters, clothing irons, and silent light switches); pilot light sensors from gas appliances; mercury gauges from barometers, manometers, blood pressure and vacuum gauges; mercury-added novelty items such as greeting cards that play music when opened, athletic shoes with flashing lights in the soles, and mercury maze games; emptied aerosol cans that contain hazardous materials, and other such items that are banned from Disposal in a landfill. (The parties acknowledge and agree that this definition may differ from that in current state law and regulations.)

Wastewater Treatment Plant: "Wastewater Treatment Plant" means a municipal or privately owned wastewater treatment plant (also known as a "WWTP" or a "POTW") at which Food Scraps that have been mixed with liquid to create a bioengineered feedstock, are added to a digester to enhance production of methane or other biogas to be used to create energy.

Wood: "Wood" means all non-hazardous wood material that is not painted with lead-based or other paints containing materials identified as hazardous waste, or treated with creosote or other hazardous materials. Wood includes, but not limited to, tree branches and other wood trimmings, dimensional lumber and other pieces of wood generated during the manufacture or processing of wood products, wood generated as part of the harvesting or processing of raw woody crops, and the wood debris from construction and demolition activities.

Yard Trimmings: "Yard Trimmings" means tree and shrub trimmings, grass cuttings, leaves, branches, and similar materials.

Attachment B Table of Contents

SECTION 1: GENERAL REQUIREMENTS ***4***

1.1. General Requirements for Collection and Billing. **4**
1.1.1 Customer Billing. 4
1.1.2 Residential, Commercial and Multi-Family Billing. 5
1.1.3 Roll Off Box Customer Billing. 5
1.1.4 Review of Billings. 6
1.1.5 Billing Records and Access By City. 6
1.1.6 Billing For Shared Containers. 6

1.2 Changes in Collection Services **6**

1.3 Changes in Scheduled Days of Collection. **7**

1.4. Containers for the Collection of MSW and Recyclable Materials. **7**
1.4.1 Container Color Coding and Labeling. 8
1.4.2 Containers for Residential Premises. 9
1.4.3 Containers for Multi-family Complexes, Commercial and Business Establishments, and City Facilities. 10

1.5 Proposals for New Diversion Programs. **11**

1.6 State Law Requirements. **11**

1.7 Diversion Program Implementation Tracking. **16**

SECTION 2: RESIDENTIAL COLLECTION SERVICES ***17***

2.1 Basic Level of Service **17**

2.2 MSW Collection. **17**

2.3 Recycling Services. **17**
2.3.1 Optional City-Directed Residential Premises Source Separated Food Scrap Collection Program. 18
2.3.2 Optional Program for Co-Collection of Yard Trimmings and Food Scraps at Single Family Residences. 19
2.3.3 Optional City-Directed Bi-Weekly Collection of Residential MSW. 19
2.3.4 Monitoring of Residential Collection 20
2.3.5 Multi-family 21
2.3.5.1 Basic Level of Service 21
2.3.5.2 MSW Collection 21
2.3.5.3 Diversion Services 21
2.3.5.3.1 Single Stream and Single-Material Recyclable Materials Collection (AB 341 Program). 22
2.3.5.3.2 Yard Trimmings and Wood Collection Program (AB 1826 Program). 23
2.3.5.3.3 Optional City-Directed Source-Separated Multi-Family Food Scrap Collection Program (SB 1383 Program). 24
2.3.5.3.4 Optional City-Directed Program For Co-Collection of Yard Trimmings and Food Scraps at Multi-Family Complexes. 26
2.3.5.3.5 Monitoring of Multi-Family Programs. 26
2.3.5.4 Gated Developments/HOA's/Mobile Home Parks 26

2.4 Back Yard/Side Yard Wheel-Out Service. **28**

SECTION 3: COMMERCIAL AND BUSINESS ESTABLISHMENT PREMISES SERVICES 29

3.1 Basic Level of Service. 29

3.2 MSW Collection. 29

3.3 Diversion Services 30

3.3.1 Single Stream Recyclable Materials and Single-Material Recyclables Collection (AB 341 Program). 30

3.3.1.1 Monitoring of Commercial and Business Establishment Single Stream, Single-Material Recycling, and Yard Trimmings and Wood Programs. 32

3.3.2. Source-Separated Commercial Food Scrap Collection (AB 1826 Program). 32

3.3.2.1 Monitoring of Business and Commercial Establishments Food Scrap Collection Programs. 35

3.3.3 Commercial Yard Trimmings and Wood Collection Program (AB 1826 Program) 36

3.3.3.1 Optional City-Directed Program For Co-Collection of Yard Trimmings and Food Scraps at Commercial Customers. 37

3.3.4 Required Tasks For Implementation of Diversion Programs 38

3.4 Other Services To Be Provided. 42

3.4.1 Manual Can Service 42

3.4.2 Business Recycling Plans 43

3.4.3 MSW Collection at Bus Stops and Benches. 43

3.5 Changes in Collection Services. 44

3.6 Consultations and Technical Assistance. 44

3.6.1 Customer Consultations. 44

3.6.2 City and Developer Consultations. 44

3.7 Waste Characterizations, On-Site Field Container Contamination Audits and Third Party Assessment of Phase 1 & 2 Performance Metrics 45

3.8 Temporary Bin and Roll-Off Services. 45

3.9 Construction and Demolition Debris Recycling 46

3.10 Other Services 50

3.11 City Facilities and Events Collection Services. 50

3.11.1 Collection Services at City Facilities. 50

3.11.2 Collection Services For City Operations and at City Events 50

3.11.3 Additional Collection Services For City 51

3.11.4 Collection of MSW, Recyclable Materials in Specified City Parks. 52

3.12 Scout Service 52

SECTION 4: SPECIAL SERVICES 52

4.1 Bulky Goods Collection Services. 52

4.2 Collection of Appliances Containing Freon. 53

4.3 Holiday Greenery Collection and Recycling. 53

4.4 Electronic Waste and Universal Waste Collection. 54

4.5 Household Hazardous Waste, E-Waste, & U-Waste Drop-off Events. 56

4.6 Emergency Services 57

4.7 Semi-Annual Mulch/Compost Giveaway 57
4.8 Sharps Collection and Management Program. 57
SECTION 5: PUBLIC INFORMATION AND CONSUMER EDUCATION..... 59
5.1 General. 59
5.2 Notice to Residents..... 59
5.3 Notice to HOAs and Property Managers. 59
5.4 Billing Inserts, Coupons; Website. 60
5.3 Brochure for Commercial and Business Establishments. 60
5.4 Non-Bill Mailing Lists. 60
5.5 Procedure For Observation and Issuance of Contamination Notices to Customers..... 61
5.6 Website..... 64
5.7 Seminars, Workshops, Presentations, Meetings. 65

SECTION 1: GENERAL REQUIREMENTS

1.1. General Requirements for Collection and Billing.

The Contractor shall (A) collect and Recycle all Recyclable Materials which are placed for Collection at Residential, Multi-Family, gated developments, HOA's, mobile home parks, Commercial and Business Establishments and at City Facilities and events at which the MSW, Yard Trimmings/Wood and/or Recyclable Materials are generated and (B) shall collect, transport and dispose of all Municipal Solid Waste (MSW). Contractor shall also be responsible for billing and collecting payment from Customers for services rendered pursuant to the Agreement, as more fully described in this Section.

This contract scope has been framed with a cost sensitive phased approach to the 75% statewide diversion mandate of AB 341 (PRC Section 42649-42649.7), AB 1826 (PRC Section 42649.8-42649.87), and SB 1383 (PRC 42652-42654), as well as compliance with, other recent legislation as described in Section 1.06 of this Attachment B. Each of the Recycling and Diversion services are described below and are also identified by the specific Diversion Programs System (DPS) code developed and used by CalRecycle.

1.1.1 Customer Billing.

Contractor shall prepare and mail bills to all customers and shall be solely responsible for following all prudent business practices for collection of payments from Customers. Contractor shall never bill for services not verifiably rendered; if a billing error is made for a service that was not provided then Contractor shall provide a timely refund or credit to the Customer. If Contractor makes an error and fails to bill a Customer for services provided over an extended period of time, Contractor shall only be able to recover payment for the most recent three (3) months of services provided. In such event, Contractor shall discuss the situation with the Customer, issue a bill for up to three (3) months of services provided, and allow the Customer sixty (60) days to pay the bill.

Contractor shall prepare bills for all Customers that clearly and accurately list rates in effect at the time services were provided or for the time period in which services will be provided. Bills shall fully explain and display all calculations of each charge. Such charges shall be at the rates in Attachment D as adjusted for inflation per Article 12 of the Agreement. Contractor shall initially resolve any disputes related to charges to Customers. In the event Contractor cannot resolve a dispute, City may, at its option, review the matter and make a decision. In this event, the decision of the City shall be final.

Contractor shall submit to City, sixty (60) days prior to its use, a draft of bill format(s) and a line item description for each charge, together with an example of a completed bill for an individually-serviced Residential Premises, a centrally-billed Multi-family Premises, a Commercial and Business Establishment with Recycling Collection services, and a temporary Roll Off Box service for review and approval. Contractor shall also, at the

same time as submittal of the draft above, submit a draft of a conveniently-sized listing of services and maximum rates in effect that may be distributed to, and retained for reference by, all Customers. Once approved by City, the brochure on services and rates shall be mailed to all customers at least thirty (30) days in advance of the commencement of Collection operations which will be on April 1, 2019.

In the event of Customer non-payment of bills, Contractor shall be responsible for collecting delinquent charges for services it renders to Customers. Contractor may employ measures, consistent with federal and California laws regulating the collection of debts, to obtain payment of charges including use of its own employees to obtain judgments in Small Claims Court and to enforce such judgments. If Contractor has not received payment within forty-five (45) days of issuance of a bill, Contractor may issue a written notice that it will stop service within fourteen (14) calendar days. Contractor shall notify City of its intent to issue such a notice at least 5 days prior to sending the notice. If no payment is made, Contractor may remove Carts and/or other Containers that Contractor has provided to the Customer. If City has evidence or other information as to why service should not be stopped, City will confer with Contractor. The decision of City as to whether or not service may be terminated shall be final. Contractor may charge the Resumption of Service Charge in Attachment D once delinquent Customers with terminated service have paid their account in full.

1.1.2 Residential, Commercial and Multi-Family Billing.

Contractor shall invoice Residential Customers on a quarterly basis. Whether Customers will be billed in arrears or in advance will be determined as part of the transition discussions between the City and Contractor prior to the start of operations. The decision of the City will be final.

Contractor shall invoice Commercial and Multi-Family customers on a monthly basis, based upon the size of their Containers and the frequency of Collection, at the rates listed in Attachment D**.** In the event of non-payment of a bill, Contractor shall follow the procedures described in Section 1.01.1 of this Attachment B.

1.1.3 Roll Off Box Customer Billing.

Contractor shall accept major credit cards for payment for permanent and temporary Roll Off Box service. For any Customer electing not to pay with a credit card, Contractor may (a) invoice monthly, or semi-monthly in arrears with payment due within fifteen (15) or thirty (30) days from the invoice date (i.e. the beginning of the month or the inception of service); or (b) require Customer to post a security deposit or pay on a “Cash on Delivery” (COD) basis. Any unused portion of a security deposit shall be refunded to the Customer within five (5) business days of the termination of service. Delinquent accounts shall be handled as described in Section 1.01.1 of this Attachment B.

1.1.4 Review of Billings.

Contractor shall review and audit all amounts billed to each Customer to compare the amount being charged with the level of service, including the size(s) of Container(s) and the frequency of service, on an annual basis beginning in July 2019. Contractor shall submit a written report to City documenting the results of the audit and noting any discrepancies identified and the date upon which the discrepancies were corrected. The report shall be submitted by July 31 during each year of the Term beginning in 2019.

1.1.5 Billing Records and Access By City.

Contractor shall maintain copies of all billing records and receipts, in chronological order, for the entire Term of the Agreement, for inspection by the City upon request. The Contractor may maintain these records in electronic form or hard copy, provided records can be preserved and retrieved for inspection and verification in a timely manner, are sufficient to verify accuracy of all billings, payments of the State-Mandated Regulatory Compliance Costs and any City other fees, and may be produced in a form and manner sufficient to establish the existence of customer obligations in a court of law.

1.1.6 Billing For Shared Containers.

Contractor shall, at Customer request, divide the rate for a single Container between Customers that are sharing said Container for MSW, Recyclable Materials, Yard Trimmings and/or Food Scraps (including Containers for co-collected Yard Trimmings and Food Scraps if and when implementation of that program is directed by City). Contractor shall issue separate monthly bills to each Customer for their proportionate share of the rate listed in Attachment D for the size of Container and for the type and frequency of service being provided. Contractor shall provide such billing for shared Containers at no additional charge to the Customers requesting this service.

1.2 Changes in Collection Services.

Contractor shall be responsible for: (A) establishing services for new Customers; (B) stopping services and preparing a final billing on a pro rata basis for a Customer permanently discontinuing service; (C) suspending services at an individually-billed Residential Premises or Commercial and Business Establishments one time in a calendar year for a period of 60 calendar days for temporary vacation stops. During temporary vacation stops, the Customer shall incur no charges for Collection services not provided and, if Customer is due a refund and/or credit, Contractor shall a timely refund or credit to the Customer for payment made in advance of temporary vacation stops. Temporary vacation stops must be for a minimum of thirty (30) days. If a temporary vacation stop request exceeds 60 calendar days, Contractor may arrange to pick-up the Containers from the Customer and require the Customer to restart service as the account will be considered discontinued; (D) accommodating modifications in the weekly frequency of Collection services for Multi Family, Gated Developments, HOAs, and Mobile Home

Parks and Commercial and Business Establishments on an as-needed basis and will reduce MSW service as Recycling, Yard Trimmings/Wood, and/or Food Scrap Collection is implemented.

Contractor shall, for approval of City, develop a procedure and confirmation form to document requests for commencement and termination of, and changes in, service. Customers shall be provided a copy of confirmation form noting effective date of start-up, change, suspension or termination of Collection services and other pertinent details, such as date of issuance of refund for services not provided but for which Customer has paid.

1.3 Changes in Scheduled Days of Collection.

Once a schedule of Collection days for MSW, Yard Trimmings/Wood, Recyclable Materials, (and Food Scraps or co-collection of Yard Trimmings and Food Scraps if and when directed by City) has been established for Residential Premises, including gated developments, HOAs and mobile home parks, the schedule shall not be changed without the prior written approval of City. Contractor shall request approval from City ninety (90) days prior to planned change in a scheduled day of Collection for Residential Premises. As a condition of approval of such a change, City may require Contractor, at Contractor's sole expense, to notify residents of the change by first-class postage. All details and scheduling of such notice shall be subject to approval by the City.

Scheduled Collection days for MSW, Yard Trimmings/Wood, Recyclable Materials, (and Food Scraps or co-collection of Yard Trimmings and Food Scraps if and when directed by City) may be changed at the request of the occupant or Authorized Customer Representative of any Commercial and Business Establishment, gated development, HOA, mobile home park or Multi-Family Premises, without the approval of City. In the event a disagreement arises between Contractor and a Customer at Commercial and Business Establishments or Multi-family Premises, the City will determine the final schedule of Collection days.

1.4. Containers for the Collection of MSW and Recyclable Materials.

Contractor shall be responsible for furnishing all Containers as detailed in Sections 1.04.1, 1.04.2, and 1.04.3. Prior to the commencement of collection operations on April 1, 2019 Contractor shall survey all Residential Customers to determine the size of Cart they prefer for each material. Contractor shall send a two-part postcard to each Residential Customer requesting they mail back the postcard with their choice of 35 gallon, 65 gallon or 90 gallon Cart size for each of the following materials: MSW, Single Stream Recyclable Materials and Yard Trimmings/Wood. (NOTE: Customers shall also be offered the choice of a twenty (20) gallon MSW Container.) Contractor shall also coordinate with City to remind Customers about making this choice by use of the City and Contractor's websites and all available City and Contractor print and social media. If Customer makes no Cart size selection for one or more of the materials, Contractor shall provide the default size of a 90 gallon Cart for Residential Single Stream Recyclable

Materials, Residential Yard Trimmings, and MSW. The postcard mailed to Residential Customers shall explain the default size for Residential Single Stream Recyclable Materials, Yard Trimmings and MSW and inform Customers as to how to request different sized Containers. Contractor shall purchase and distribute the new wheeled Carts described in Attachment E.

If necessary and directed by City, Contractor shall collect all of the old wheeled Carts and shall make arrangements for them to be either recycled or reused. Contractor shall provide City a schedule and plan for Cart distribution and collection of the old Carts at least sixty (60) days before the distribution begins. All of the existing (old) wheeled Carts shall be replaced with the new as described in Attachment E, on or before April 1, 2019.

During the entire Term of the Contract, Contractor shall maintain an adequate inventory of Containers to fulfill and meet all needs of its Customers. Meeting the needs of its Customers includes the repair and replacement of all Containers that are broken, damaged, tagged with graffiti, lost, or stolen. The repair, refurbishment and replacement of Containers shall be at the sole expense of the Contractor. The Contractor shall submit, on a monthly basis, a report showing the inventory of all Containers as well as a record of the replacement and repair schedule for the prior thirty (30) days. Upon Customer request, Contractor shall allow Customers to switch to a different sized Cart for MSW, Single Stream and/or Yard Trimmings/Wood materials. Customer may only request such a change one time each calendar year.

1.4.1 Container Color Coding and Labeling.

Contractor shall replace all Carts, Bins and all non-Customer-owned compactors in City (residential, commercial and all other Customers for all types of materials and MSW) before April 1, 2019. All Containers shall be of a uniform color including the body and the lid. The color-coding scheme for all Residential Carts shall be black for MSW Carts, green for Yard Trimmings Carts, blue for Single Stream Recyclable Materials Carts and yellow for Food Scrap Carts (if and when City directs implementation of a source-separated Food Scrap Collection Program as described in Section 2.3.1 of this Attachment B). In the event City directs implementation of the co-collection of Food Scraps and Yard Trimmings from Residential Premises during the Term (as described in Section 2.3.2) of this Attachment B), the residential food scraps will be placed into the Yard Trimmings/Wood Cart.

The color-coding scheme for all Multi-Family Carts shall be black for MSW Carts, green for Yard Trimmings Carts, blue for Single Stream Recyclable Materials Carts and yellow for Food Scrap Carts (if and when City directs implementation of a source-separated Food Scrap Collection Program at Multi-Family Premises as described in Section of this Attachment B). In the event City directs implementation of the co-collection of Food Scraps and Yard Trimmings from Multi-Family Premises during the Term (as described in Section 2.3.5.3.4 of this Attachment B), the Multi-Family Food Scraps will be placed into the Yard Trimmings/Wood Cart.

The color-coding scheme for all Commercial Carts shall be the same as for residential and Multi-Family Carts.

The color-coding scheme for Multi-Family Bins shall be blue for MSW Bins, green for Yard Trimmings/Wood Bins, and white for Single Stream Recyclable Materials Bins.

The color-coding scheme for Commercial Bins shall be blue for MSW Bins, green for Yard Trimmings/Wood Bins, and white for Single Stream Recyclable Materials Bins.

The color-coding scheme for all Roll Off Boxes shall be blue for MSW Boxes, green for Yard Trimmings/Wood Boxes, white for Single Stream Recyclable Materials Boxes and tan for compactors.

Roll Off Boxes designated for Single Stream and/or Single Recyclable Materials Collection and Yard Trimmings/Wood Collection shall be prominently labeled as such (e.g. “Recyclable Materials Only”, “Yard Trimmings/Wood Only”) either with permanent lettering or with removable magnetic signage on each side. Roll Off Boxes and Contractor-owned compactors for Food Scraps shall be prominently labeled “Food Scraps Only” either with permanent lettering or with removable magnetic signage on each side.

The color-coding scheme for temporary Commercial Bins shall be the same as the color scheme for permanent Commercial Bins.

All new Containers shall have messages/graphics on the exterior (e.g. top of Cart lid, front of Bin) designed to remind Customers of what can or cannot be discarded into each type of Container. City shall have final approval of the text/graphics. Contractor shall submit the order(s) for new Containers to City for review and approval at least thirty (30) days prior to ordering the Containers required herein. The order shall include the color for each type of Cart, Bin and Box and design of messages/graphics for each. All Carts provided by the Contractor pursuant to this Contract shall meet the detailed specifications contained in Attachment E. All Carts will be identifiable with a unique serial number located on the Cart that is assigned to the collection location and address that it services. A complete and current list of the serialized containers will be available to City personnel for use on an “as needed” basis. Contractor shall continue to utilize the herein-described color-coding scheme for all Containers used in City through the remainder of the Term unless otherwise directed by City.

1.4.2 Containers for Residential Premises.

Contractor will provide each Customer with three (3) Carts for Residential Premises basic level of service: one (1) black MSW Cart (of the size requested by the Customer), one (1) blue Recycling Cart (of the size requested by the Customer), and one (1) green Cart for Yard Trimmings (of the size requested by the Customer) for the rates set forth in Attachment D. Carts shall be of the specified sizes plus or minus ten percent (10%) (e.g. a 65 gallon cart may be a 64 gallon cart).

Contractor shall provide up to two (2) additional blue Recycling Carts at no additional charge over and above the basic level of service. Contractor shall charge Customers the rate in Attachment D, upon the Customer's request for the fourth (4th) additional blue Recycling Cart and upon the Customer's request for a third (3rd) additional green Cart for Yard Trimmings.

If Customer requests one or more additional black MSW Cart(s), Contractor shall provide such additional Cart(s) at the rate set forth in Attachment D.

Contractor will provide a choice of a thirty-five (35) gallon, sixty-five (65) gallon, or ninety (90) gallon Recycling Cart sizes to Customer upon any request for an additional Cart or a Cart replacement. At any time a Cart is distributed to a Residential Premises, Contractor shall also deliver to the Residential Premises an informational brochure (DPS code 5010-ED-PRN), describing the Single Stream curbside Recycling program (DPS code 2000-RC-CRB) and the Yard Trimmings/Wood Recycling program (DPS code 3000-CM-RCG). The brochure shall include a listing in detail of all types of Recyclable Materials and Yard Trimmings/Wood that will be collected and how they are to be prepared, items to include and exclude for each Recycling program, days of Collection and other pertinent information. An updated version of this brochure shall be submitted to City for approval on or before January 20, 2019. Contractor shall provide the City-approved updated brochure whenever new Residential Carts are distributed to customers. City may direct that the brochure be periodically updated as needed, but not more often than once annually. All costs associated with the preparation of a professional, well formatted and designed brochure, including photographic examples of Recyclable Materials and Containers, costs of printing, labeling and mailing (first class postage) shall be borne by Contractor.

1.4.3 Containers for Multi-family Complexes, Commercial and Business Establishments, and City Facilities.

Contractor shall furnish the following Carts to Customers: thirty-five (35) gallon, sixty-five (65) gallon, and ninety (90) gallon wheeled Carts with lids for MSW, Recyclable Materials, Yard Trimmings/Wood, and Food Scraps to Multi-Family, Commercial and Business Establishments and at City Facilities. The Carts shall meet the specifications listed in Attachment E and shall be color-coded as described in Section 1.4.1 of this Attachment B. For storage of MSW, Recyclable Materials, Yard Trimmings/Wood, and Food Scraps, Contractor shall also furnish one (1) cubic yard, one and one-half (1.5) cubic yard, two (2) cubic yard, three (3) cubic yard, four (4) cubic yard, six (6) cubic yard Bins; split two (2) yard Bins, split three (3) yard Bins, split four (4) yard Bins; three (3) yard bin compactors, and four (4) yard bin compactors; ten (10) cubic yard, twenty (20) cubic yard, thirty (30) cubic yard and forty (40) cubic yard Roll Off Boxes. Contractor shall provide Compactor pull service for Commercial and Business Establishments and City Facilities and Customers located at any of the above Premises may, at their sole discretion, lease and/or purchase Compactors from any Person, company, manufacturer, or distributor, including, but not limited to, Contractor for use at their Premises. Contractor shall provide

repair and maintenance services at rates in Attachment D, to any Customer requesting such services for a Compactor whether or not said Compactor is owned by Contractor.

As described in Section 7.04 B of the Agreement, City may direct Contractor to research the availability of fire retardant plastic Bins that meet all City, state and federal fire codes and standards, to reduce noise and to reduce the expense of Bin cleaning.

Specific Containers shall be provided for each Diversion program as follows:

1.5 Proposals for New Diversion Programs.

Contractor shall, at no additional cost, within forty-five (45) days of each request by City, submit a written proposal on providing additional or expanded Diversion services. The proposal shall contain a complete description of the following: (A) Collection methodology to be employed; (B) equipment to be used and staffing requirements by number and classification; (C) type of Container(s) to be used; (D) informational/promotional campaign; (E) projection of annual operating costs and revenues (if applicable), including documentation of and support for key assumptions underlying projections. In the event City decides to proceed with implementation of such additional and/or expanded Diversion service(s), the provisions of Section 4.13 of the Agreement shall apply.

1.6 State Law Requirements.

The parties agree that as of the Effective Date, state law is evolving rapidly and the exact solid waste diversion level(s) that the City must achieve during the Term are not yet known. For example, the following will not be finalized until after the Effective Date of this Agreement: Regulations for the implementation of SB 1383 (Sections 39730.5, 39730.6, 39730.7 and 39730.8 of the Health and Safety Code and Section 42652 of the Public Resources Code) requiring Diversion of fifty-percent (50%) of Food Scraps, Yard Trimmings/Wood from Disposal by 2020 and seventy-five (75%) by 2025, and requiring Diversion of a minimum of twenty percent (20%) of edible food for human consumption by 2025 as compared with 2014 baseline levels. All of these regulations are currently being developed by CalRecycle and the Air Resources Board and will not be finalized until after the Effective Date.

In addition, CalRecycle is required to determine the statewide progress toward achievement of the overall seventy-five (75%) statewide diversion requirement contained in AB 341 (PRC Section 41730 *et seq*.) in 2019 so that assessment is not yet available. If the goal is not met, new regulations and/or new legislative requirements may be passed and/or promulgated. Also in 2019, CalRecycle will determine if additional diversion is required for small Food Scrap and Yard Trimmings/Wood generators pursuant to AB 1826 (PRC Section 42649.8 *et seq.*).

It is the goal of the City to comply with the requirements of Public Resources Code Section 40000 *et seq*. (as it may be amended) and all rules and regulations promulgated in furtherance thereof; and to comply with the requirements of Health and Safety Code

Sections 39730.5, 39730.6, 39730.7 and 39730.8 and all other state requirements whether or not specifically listed herein. Therefore, the scope of work for the Contractor with regard to diversion programs indicates that Contractor will implement some programs only upon written direction from the City to commence the program.

Table 1 – Required Programs and Implementation Levels & Schedules

DPS Code	Program Type	Start Date	Complete Implementation	Implementation Requirements	Monthly Target
Recycling Programs					
2000-RC-CRB	Residential Curbside Single-stream Recyclable Materials	4/1/2019	Immediate	All Residential Premises. No more than 20% by weight Divertable Materials in the curbside MSW stream by Dec 31, 2024 to earn Phase 2 1-year extension	NA
2030-RC-OSP	Commercial Single-stream Recyclable Materials	4/1/2019	100% Commercial AB 341 compliance levels by March 31, 2022 to achieve Phase 1 extension	Approximately 200 new accounts	Approximately 6 new accounts implemented per month
	Multi-family Single-stream Recyclable Materials	4/1/2019	100% Multi-family AB 341 compliance levels by March 31, 2022 to achieve Phase 1 extension	Approximately 88 new accounts	Approximately 3 new accounts implemented per month
2070-RC-SNL	Special Collection Seasonal	4/1/2019	Immediate	NA	NA
2080-RC-SPE	Special Collection Events	4/1/2019	Immediate	NA	NA
2090-RC-OTH	Other recycling	TBD	TBD	TBD	TBD
Food Scrap and Yard Trimmings Diversion Programs					
3000-CM-RCG	Residential Curbside Source-separated Yard Trimmings	4/1/2019	Immediate	All Residential Premises	NA
3020-CM-COG	Commercial On-site Source-separated Yard Trimmings Collection	4/1/2019	Phased	Sufficient levels to provide AB 1826 customers without landscapers AB 1826 compliance (an estimated 20% of generators)	NA
	Multi-family Source-separated On-site Yard				

DPS Code	Program Type	Start Date	Complete Implementation	Implementation Requirements	Monthly Target
	Trimmings Collection				
3040-CM-FWC	Single-family Residential Food Scraps - Source-Separated	As directed by the City. Estimated before January 1, 2022, per SB 1383 draft regulations	December 31, 2024 (specific collection system is at the sole discretion of the City)	All Residential Premises. No more than 20% by weight Divertable Materials in the curbside MSW stream by Dec 31, 2024 to earn Phase 2 1-year extension.	N/A
	Single-family Residential Food Scraps – Co-collection				
3040-CM-FWC	Commercial Source-separated Food Scraps	4/1/2019	100% Tiers 1 – 4 AB 1826 compliance by March 31, 2022 to achieve Phase 1 extension	Approximately 260 new organics generators	Average of 7 organics generators added per month
	Commercial Co-collected Food Scraps and Yard Trimmings	Co-collection optional, as directed by the City			
	Multi-family Source-separated Food Scraps	Program type as directed by the City, before January 1, 2022, per SB 1383	100% SB 1383 compliance by December 31, 2024 in order to achieve Phase 2 extension	Approximately 268 new multi-family organics generators	Average of 4 multi-family organics generators added per month (8 per month if outreach efforts begin 4/1/2022)
	Multi-family Co-collected Food Scraps and Yard Trimmings				
Special Waste Diversion Programs					
4030-SP-WHG	White Goods	4/1/2019	Immediate	NA	NA
4040-SP-SCM	Scrap Metal	4/1/2019	Immediate	NA	NA
4050-SP-WDW	Wood waste	4/1/2019	Immediate	NA	NA
4060-SP-CAR	Concrete, Asphalt, and Rubble	4/1/2019	Immediate	NA	NA
4070-SP-DSD	Disaster debris	As Needed	As Needed	NA	NA
4100-SP-OTH	Other special waste	TBD	TBD	TBD	TBD
Education					
5000-ED-ELC	Electronic outreach	4/1/2019	Immediate	Per the Agreement	NA

DPS Code	Program Type	Start Date	Complete Implementation	Implementation Requirements	Monthly Target
5010-ED-PRN	Print outreach	4/1/2019	Immediate	Per the Agreement	NA
5020-ED-OUT	Outreach	4/1/2019	Two (2) Full Time Recycling Coordinators	Per the Agreement	Per the Agreement
MRFing Programs					
7000-FR-MRF	Clean MRF	4/1/2019	Immediate Through end of Term	TBD	TBD
Food Scrap and Yard Trimming Processing Facilities					
7030-FR-CMF	Composting Facility – Residential Yard Trimmings	As directed by City	As directed by City	As needed to service Yard Trimming Diversion	No more than 10% Contamination
	Composting Facility – Residential Co-collected Yard Trimmings and Food Scraps	As directed by City	As directed by City	As needed to service Co-collected Yard Trimmings and Food Scrap Diversion	No more than 10% Contamination
	Composting Facility – Residential Food Scraps	As directed by City	As directed by City	As needed to service Food Scrap Diversion	No more than 10% Contamination
	Composting Facility – Commercial/Multi-family Yard Trimmings	As directed by City	As directed by City	As needed to service Co-collected Yard Trimmings and Food Scrap Diversion	No more than 10% Contamination
	Composting Facility – Commercial/Multi-family Co-collected Yard Trimmings and Food Scraps	As directed by City	As directed by City	As needed to service Co-collected Yard Trimmings and Food Scrap Diversion	No more than 10% Contamination
	Composting Facility – Commercial/Multi-family Food Scraps	As directed by City	As directed by City	As needed to service Food Scrap Diversion	No more than 10% Contamination
7030-FR-CMF	Anaerobic Digestion (AD) Facility – Residential Yard Trimmings	As directed by City	As directed by City	As needed to service Yard Trimming Diversion	No more than 10% Contamination
	AD Facility – Residential Co-collected Yard	As directed by City	As directed by City	As needed to service Co-collected Yard Trimmings and	No more than 10% Contamination

Attachment B Scope of Work

DPS Code	Program Type	Start Date	Complete Implementation	Implementation Requirements	Monthly Target
	Trimmings and Food Scraps			Food Scrap Diversion	
	AD Facility – Residential Food Scraps	As directed by City	As directed by City	As needed to service Food Scrap Diversion	No more than 10% Contamination
	AD Facility – Commercial/Multi-family Yard Trimmings	As directed by City	As directed by City	As needed to service Yard Trimming Diversion	No more than 10% Contamination
	AD Facility – Commercial/Multi-family Co-collected Yard Trimmings and Food Scraps	As directed by City	As directed by City	As needed to service Co-collected Yard Trimmings and Food Scrap Diversion	No more than 10% Contamination
	AD Facility – Commercial/Multi-family Food Scraps	As directed by City	As directed by City	As needed to service Food Scrap Diversion	No more than 10% Contamination
7030-FR-CMF	Bioengineered – Residential Food Scraps	As directed by City	As directed by City	As needed to service Food Scrap Diversion	No more than 10% Contamination
	Bioengineered– Commercial/Multi-family Food Scraps	As directed by City	As directed by City	As needed to service Food Scrap Diversion	No more than 10% Contamination
HHW					
9010-HH-PMC	Mobile or periodic collection	Immediate	Through end of Term	2 collection events per year	NA
9045-HH-EWA	E-waste	Immediate	Through end of Term	Curbside collection	NA
9050-HH-OTH	Other HHW	Immediate	Through end of Term	Curbside collection	NA

1.7 Diversion Program Implementation Tracking.

Contractor shall create, maintain and update the Red/Green Tracking Spreadsheet in Attachment K at least monthly during the Term and more frequently as needed. The purpose of the Red/Green Tracking Spreadsheet is to document all contacts made with Customers concerning implementation of Diversion programs, and Contractor's completion of the program implementation tasks listed in Section 3.3.4 of this Attachment B. Each Diversion program that is fully implemented and operating at a Customer's premises shall be coded in green on the spreadsheet. Each Customer premises that does not have each specific required Diversion Program (Collection of Single Stream and/or Single Material Recyclables, Food Scraps (if applicable), Yard Trimmings/Wood and any other required program(s)) fully implemented and operating as required by this Contract, shall be color-coded in red. Contractor shall make detailed notes in the Red/Green Tracking Spreadsheet about all Customer contacts (telephone, mail, e-mail, on-site meetings, observations and inspections) and all pertinent information on issues, problems, troubleshooting and solutions concerning program implementation at each Customer's location(s).

The hard copy of the Red/Green Tracking Spreadsheet in Attachment K is the template and format that Contractor shall use to create the electronic version of the Red/Green Tracking Spreadsheet. On or before May 1, 2019 Contractor shall create a complete and up to date version of the electronic Red/Green Tracking Spreadsheet that lists all Commercial and Business Establishments and Multifamily complexes in the City. The status of each entry's program implementation in the spreadsheet shall be indicated and shall note actions taken and any next steps required for implementation and/or continuation of program operation. All tenants of Commercial and Business Establishments shall be identified and included in the listing as individual line items. For example, the Tustin District would be shown as the Master Account and individual tenants such as Ra Sushi, Bowlmore, Bar Louie, etc. would be listed in separate rows. The program implementation status for each of the tenants shall be shown in the spreadsheet on its individual line. Over time, new businesses will open and existing businesses will close or may change locations. As this occurs, Contractor shall notify City of changes made to the Red/Green Tracking Spreadsheet by noting thereon, the change in location, business, owner/manager, and new contact information. Contractor shall not delete any Customer or business from the Red/Green Tracking Spreadsheet without written approval by City. Contractor shall add new businesses that open within City and shall note such new additions to the spreadsheet to City in the monthly meetings and shall note the month and year the new business opened, on the spreadsheet.

SECTION 2: RESIDENTIAL COLLECTION SERVICES

2.1 Basic Level of Service

The basic level of service for a Residential Premises that is individually-serviced includes once weekly curbside Collection of: (A) MSW provided by automated Collection; (B) Single Stream Recyclable Materials provided by automated Collection (DPS code 2000-RC-CRB), (C) Yard Trimmings/Wood provided by automated Collection (DPS code 3000-CM-RCG), and other required programs identified in Table 1 Section 1.6 and in this Attachment B. City will allow exceptions to automated Collection upon receipt of a written request from Contractor if required due to space constraints, safety issues or other unusual circumstances. City's decision as to whether or not to allow manual Collection shall be final.

During the Term, additional Residential homes will be constructed and occupied within City. Contractor shall fully implement the Single Stream Recycling program, the Yard Trimmings/Wood collection program, the Source Separated Food Scrap Collection Program or the co-collected Yard Trimmings/Wood and Food Scrap Program (if and when directed by City) and MSW collection at each new residence within thirty days of issuance of the Certificate of Occupancy by the City. The liquidated damages in Sections 13.09 A 1 and C 6 shall not apply until a service order request has been submitted to Contractor by one of the Contractor's Recycling Coordinators, the City, and/or a Customer.

2.2 MSW Collection.

The basic level of service for a Residential Premises that is individually-serviced is once weekly curbside Collection of MSW provided by automated Collection. Contractor shall also provide MSW Collection services to all Multi-family complexes, gated communities, HOA's and mobile home parks.

2.3 Recycling Services.

Contractor shall provide the following Recycling services at Residential Premises. Contractor shall collect Single Stream Recyclable Materials in a vehicle collecting solely Single Stream Recyclable Materials to prevent Contamination of said materials. Contractor shall provide and use the Containers described in Section 1.4. Contractor shall process Single Stream Recyclable Materials (DPS code 7000-FR-MRF) at the Clean MRF approved by City listed in Article 5 of the Agreement and arrange for sale of the Recyclable Materials. Contractor shall collect Yard Trimmings and Wood in a vehicle collecting solely Yard Trimmings and Wood to prevent Contamination of said materials. Contractor shall process Yard Trimmings and Wood (DPS code 7030-FR-CMF) at the Yard Trimmings and Wood Processing Facility approved by City as listed in Article 5 of the Agreement.

2.3.1 Optional City-Directed Residential Premises Source Separated Food Scrap Collection Program.

State law requires the City to provide a source separated Food Scrap program to all Single Family Premises on or before January 1, 2022. City will monitor development of the final SB 1383 regulations to determine if and when it would be in the best interest of City to have Contractor Collect source-separated Food Scraps at all Residential Premises. In the event City determines that such a program is desirable, City shall notify and meet with Contractor to coordinate implementation steps and a schedule for program initiation. The implementation steps described in this Section 2.3.1 of Attachment B for the source separated Residential Premises Food Scrap Collection program shall be followed by Contractor. In such event, Contractor shall charge the rates for the Residential Premises Source Separated Food Scraps program set forth in Attachment D.

If and when directed by City, Contractor shall implement a source separated Food Scrap collection program at all Residential Premises in City. Contractor shall provide one thirty-five (35) gallon wheeled lidded cart yellow in color and clearly labeled “Food Scraps Only”) to each residence for storage of Food Scraps. If requested by Customer, Contractor shall provide one twenty (20) gallon Food Scrap Container in lieu of the thirty-five gallon Container. Contractor shall also provide each residence, at no additional charge, with a “Sure Close™” food scrap container for storage of Food Scraps in the kitchen as described in Attachment GG.

Contractor shall prepare and distribute public education materials, customized to Residential Premises residents, simultaneously with the “Sure Close™” containers. Said distribution shall be accomplished by going door-to-door to provide each residence with a “Sure Close™” container and accompanying public education materials, and discussing the new source separated Food Scrap program with occupants of each residence. Public education materials shall include an explanation and/or diagram showing how residents will store Food Scraps in the “Sure Close™” Containers and then empty the contents into the wheeled cart. The materials will also clearly describe what Food Scrap materials are accepted in the program and what should be excluded. Public education materials shall be submitted to City for approval a minimum of ninety (90) days prior to printing and distribution. Contractor shall provide answers to residents’ questions and shall also provide a method for residents to ask and receive answers to follow-up questions about the program via telephone, e-mail or text, and Contractor’s web site.

Contractor shall collect all Food Scraps from Residential Premises once per week on the same day as MSW. If City has directed bi-weekly Collection of MSW, Contractor shall continue to Collect all Food Scraps weekly. Contractor shall Collect all Food Scraps in a separate Collection vehicle that collects only source separated Food Scraps and shall process the collected material at the City-approved Food Scrap Processing Facility described in Article 5 of the Agreement. (DPS 7030-FR-CMF)

Contractor shall prepare and distribute a second set of public education materials (brochure, postcards, refrigerator magnets etc.) six (6) months after program startup to

remind all residents of the list of materials that can and cannot be accepted and to repeat the basic concepts of storage of Food Scraps in the Sure Close™ container and use of the wheeled cart. Such materials shall also include a list of frequently asked questions and contact information for Contractor for residents to ask further questions. Contractor shall submit the second set of Public Education materials shall be submitted to City for approval a minimum of thirty (30) days prior to printing and distribution.

Contractor shall continue to prepare and distribute a set of public education materials as described herein, annually during the Term.

2.3.2 Optional Program for Co-Collection of Yard Trimmings and Food Scraps at Single Family Residences.

City will monitor development of the final SB 1383 regulations to determine if and when it would be in the best interest of City to have Contractor co-collect Yard Trimmings with Food Scraps at Residential Premises. Unless and until City has made such determination, Contractor shall proceed with implementation of the individual residential Yard Trimmings/Wood program described in Section 2.3 of this Attachment B. If City has directed implementation of the source-separated Residential Food Scrap Collection program, Contractor shall also provide that program as described in Section 2.3.1 of this Attachment B.

In the event City determines that a co-collection program is desirable, City shall notify and meet with Contractor to coordinate implementation steps and a schedule for program initiation. The implementation steps described in Section 2.3.1 for the Source Separated Residential Food Scrap collection program shall be followed if a co-collection program is implemented. As part of the program implementation, Contractor shall prepare a sample of labeling to be placed on existing Residential Yard Trimmings Carts to clearly indicate that both Food Scrap materials and Yard Trimmings will be placed in the newly labeled Carts. Labels shall comply with CalRecycle guidelines for labeling/signage for Food Scrap/Yard Trimmings co-collection programs. Contractor shall submit the draft labels to the City for approval. Upon receipt of the labels and approval by the City and after distributing the outreach material approved by City, Contractor shall arrange to attach the labels to all existing Residential Yard Trimmings Carts. In such event, Contractor shall charge the rates for the Residential Yard Trimmings and Food Scrap co-collection program set forth in Attachment D.

2.3.3 Optional City-Directed Bi-Weekly Collection of Residential MSW.

It is anticipated that the implementation of Diversion programs will decrease the amount of MSW generated during the Term. At City direction, Contractor shall implement bi-weekly (every other week) Collection of Residential MSW on a City-wide basis. In such event, City will notify Contractor six (6) months in advance of the switch from weekly to bi-weekly Residential MSW Collection service. Contractor shall prepare public outreach materials to inform residents of the change and shall advertise the change on social

media, Contractor's web site and by other appropriate means. Such materials shall include a calendar showing the Collection days and maps for each route for the coming (12) twelve month period. Contractor shall submit public education materials to City for approval a minimum of ninety (90) days prior to the change. Contractor shall mail City-approved public outreach materials to all residents affected by the change thirty (30) days prior to the first day of implementation of the new bi-weekly Collection system. Within the first six (6) months of the bi-weekly MSW Collection program, Residents shall be allowed to change the size of their MSW Cart one time (in addition to the once per year change described in Section 1.4 of this Attachment B). After the initial six (6) month period, the provisions of Section 1.4 of this Attachment B, allowing Residents to change their MSW Cart size one time per year, shall apply. Contractor shall charge the rates in Attachment D for the bi-weekly Collection of Residential MSW.

2.3.4 Monitoring of Residential Collection

Contractor shall continuously monitor all Residential Collection programs as described in Section 2 (a) "Residential Curbside Field Contamination Audits" of Attachment N.

If, at any time during the Term, the protocol in Attachment N shows that participation in the City-directed residential source-separated Food Scrap Collection program or, in the alternative, the City-directed co-collected Food Scrap and Yard Trimmings/Wood Collection program, has fallen below thirty-five percent (35%), Contractor shall repeat all steps and all tasks described above in this Section 2.3.1. of Attachment B for the source-separated Residential Food Scrap Collection program (or in Section 2.3.2 for the Residential Yard Trimmings/Wood and Food Scrap co-collection program) for initial program implementation including door-to-door outreach to all non-participating residents, re-supplying any residence that either does not have, or requests a Sure Close Food Scrap container, and simultaneously distributing program descriptions, FAQ's, and other information on what types of Food Scraps are to be placed in the residential Food Scrap Carts. Contractor shall also utilize all available social media including but not limited to, Twitter, Facebook, Instagram, and Neighborhood Pop Up Events to raise awareness and increase participation in the program.

2.3.5 Multi-family

2.3.5.1 Basic Level of Service.

The basic level of service for Multi-Family complexes that Contractor shall be provide includes once weekly Collection of: (A) MSW provided by a vehicle designed for MSW Collection; (B) Collection of Single Stream Recyclable Materials and Single-Material Recyclables (DPS code 2030-RC-OSP); (C) Collection of Food Scraps, if directed by City (DPS Code 3040-CM-FWC); Collection of Yard Trimmings and Wood, as applicable (DPS Code 3020-CM-COG) and other required programs identified in Table 1 Section 1.6.

Collection shall be accomplished in a manner such that the flow of traffic shall not be impeded nor a threat to the public health or safety created. Contractor shall provide each of the service options for Collection of MSW, Recyclable Materials, Yard Trimmings, Wood and Food Scraps as described in Sections 2.3.5.3 – 2.3.5.8.
Contractor shall provide the following Collection services for Multi-Family complexes:

2.3.5.2 MSW Collection.

Contractor shall provide MSW Collection services as follows: (A) regularly scheduled weekly MSW Collection service; (B) as-needed on-call Collection for Roll Off Boxes and Compactors and (C) additional pick-ups. On-call and additional pick-up requests may be made by Customer, Authorized Customer Representative or, in the case of Compactors so equipped, by automatic dial-up, other automated methods or electronic device that signals Contractor. Contractor shall provide service within twenty-four 24 hours of receiving a request, (provided that the request is made prior to two o'clock p.m. (2:00 p.m.) of the collection day) and shall charge the rates as established in Attachment D for on-call pickups and additional pickups.

Contractor's staff, including Contractor's two Recycling Coordinators, shall work with City and City's agents to determine which MSW service is best suited to each Multi-Family complex in order to maximize Recycling and Diversion. In the event of a disagreement between the parties as to the type of service to be provided to a Multi-Family complex, the decision of the City shall be final.

Contractor shall provide Containers as described in Section 1.4.3 to Multi-Family complex for storage and Collection of MSW at the rates in Attachment D.

Customers may, at any time, adjust the frequency of Collections, the size(s) of Containers, the type(s) of Containers and/or the number of Containers for the storage and Collection of MSW.

2.3.5.3 Diversion Services

Contractor shall provide the following Diversion services at Multi-family complexes. Contractor shall provide Recyclable Materials Collection at Multi-family complexes (DPS

code 2030-RC-OSP). Each Multi-Family Customer shall be offered Collection of Single Stream Recyclable Materials and Single-Material Recyclables. Contractor shall provide separate Bin(s) or wheeled Carts (as identified in Section 1.4.3 of this Attachment B and in Attachment E) for Collection of Single Stream Recyclable Materials and, if applicable, Single-Material Recyclables. Contractor shall provide Yard Trimmings/Wood collection, as needed. Contractor shall provide Food Scrap collection or Food Scrap and Yard Trimmings Co-collection, if and when directed by the City.

All Contamination percentage limits listed for Diversion programs described in this Attachment B (e.g. maximum of twenty percent (20%) Contamination in MSW Containers, maximum of ten percent (10%) Contamination in Recyclable Materials Containers, and maximum of ten percent (10%) Contamination in Yard Trimmings/Wood and Food Scrap Containers, shall be measured and calculated pursuant to the protocol in Article 6 and Attachment N of the Agreement.

2.3.5.3.1 Single Stream and Single-Material Recyclable Materials Collection (AB 341 Program).

State law requires all Multi-Family complexes to arrange for recycling services for Recyclable Materials by July 1, 2012. State law requires the City to provide a recycling program for collection of Recyclable Materials at all Multi-Family complexes on or before July 1, 2012. (AB 341, PRC Section 42649 *et seq.*) Contractor's Recycling Coordinators, in consultation with the City, will prepare a "Recycling Plan" for each Multi-Family complex (DPS 2030-RC-OSP) for both Single Stream/Single Material Recyclable Materials and for Yard Trimmings/Wood as described in Section 3.3.4 of this Attachment B. Contractor shall provide Recyclable Materials Collection at all Multi-family complexes (DPS code 2000-RC-CRB). Each complex shall be provided Collection of Single Stream Recyclable Materials and, if applicable, Single-Material Recyclables. Contractor shall provide separate Bin(s) or wheeled Carts (as identified in Section 1.4.3 of this Attachment B and in Attachment E) for Collection of Single Stream Recyclable Materials and, if applicable, Single-Material Recyclables. Contractor shall collect Single Stream Recyclable Materials and Single-Material Recyclables in a vehicle collecting solely Single Stream Recyclable Materials, and Single-Material Recyclables, to prevent Contamination of said materials. Collection shall be provided at least weekly, with more frequent Collection as required to prevent overflow of materials from Containers. Collected Recyclable Materials shall be processed at the City-approved Clean MRF listed in Article 5 of the Agreement (DPS code 7000-FR-MRF). Once Multi-family complexes have begun Single Stream/Single-Material Recycling service, Contractor shall continue to provide MSW collection service adjusted for reduced service levels to complement the introduction of the separate collection of Recyclable Materials, as described in Section 3.3.4 of this Attachment B. Contractor shall provide to Customers the appropriate sized Container, or combination of Containers as listed herein.

In implementing a Single Stream and/or Single-Material Recycling Program at a Multi-Family complex, Contractor shall complete all the tasks listed in Section 3.3.4 of this Attachment B.

A Single Stream and/or Single-Material Recycling Program at a Multi-Family complex will be considered "implemented" if Contractor has completed all the tasks described in Section 3.3.4 of this Attachment B and if the fully implemented program is observed to be in full and successful operation during the audit by City. City will perform the audit to determine Contractor's compliance with the requirements of this Section, as described in Article 6 of the Agreement.

During the Term additional Multi-Family complexes will be constructed and occupied within City. Contractor shall fully implement a Single Stream and/or Single-Material Recycling Program at each new complex within thirty days of issuance of the Certificate of Occupancy by the City. The liquidated damages in Sections 13.09 A 1 and C 6 shall not apply until a service order request has been submitted to Contractor by one of the Contractor's Recycling Coordinators, the City, and/or a Customer.

2.3.5.3.2 Yard Trimmings and Wood Collection Program (AB 1826 Program).

State law requires the City to provide a Recycling program to collect Yard Trimmings and non-hazardous Wood from all Multi-Family complexes on or before January 1, 2016. State law requires Multi-Family complexes of five (5) or more units to participate in a recycling program for Yard Trimmings and non-hazardous Wood on or before April 1, 2016, January 1, 2017, or January 2019 depending upon the quantity of such materials generated by the complex. Participation at the smallest complexes generating two (2) cubic yards or less of these materials per week may be required as of January 1, 2020 if so directed by CalRecycle and/or if and when City so directs Contractor.

Contractor shall provide a source-separated Yard Trimmings and Wood Collection program to all Multi-Family complexes at the rates in Attachment D. Per AB 1826, City will, on an annual basis, mail notices to non-compliant Multi-Family complexes and will request information and data via self-reporting forms, on Yard Trimmings and Wood Diversion program(s) being conducted at each complex. On or before January 1, 2022, (or at an alternative later timing if directed by City) Contractor shall implement the Yard Trimmings/Wood Collection Program at complexes that (A) did not respond to the City's request for the self-reporting form, (B) does not have an AB 1826-compliant program, and (C) are not already participating in Contractor's source-separated Yard Trimmings/Wood program. Contractor shall provide appropriately-sized Containers (as described in Section 1.4.3 of this Attachment B) to each Multi-Family complex for storage of all Yard Trimmings and Wood that do not have Yard Trimmings and Wood hauled away by a landscape or gardening service that is also Diverting such materials from Disposal. If a Multi-Family complex has Yard Trimmings and Wood hauled away by a landscape or gardening service, Contractor shall notify City so City may obtain a completed and signed Landscaper Self-Certification Diversion Form (see Attachment JJ) from the complex owner/manager. At the direction of City, Contractor shall also record the information in the Red/Green Tracking Spreadsheet.

Contractor shall collect all Yard Trimmings and Wood from Multi-Family complexes at

least once per week, and more frequently as required to Collect all Yard Trimmings and Wood generated by each complex. Contractor shall Collect all Yard Trimmings and Wood in a separate Collection vehicle that collects only Yard Trimmings and wood and shall process the collected material at the City-approved Yard Trimmings and wood Processing Facility designated in Article 5 of the Agreement. (DPS 7030-FR-CMF).

In implementing a Yard Trimmings/Wood Collection Program at a Multi-Family complex, Contractor shall complete all the tasks listed in Section 3.3.4 of this Attachment B.

A Yard Trimmings/Wood Collection Program at a Multi-Family complex will be considered "implemented" if Contractor has completed all the tasks described in Section 3.3.4 of this Attachment B and if the fully implemented program is observed to be in full and successful operation during the audit by City. City will perform the audits described in Attachment N to determine Contractor's compliance with the requirements of this Section, as described in Article 6 of the Agreement.

During the Term, additional Multi-Family complexes will be constructed and occupied within City. Contractor shall fully implement a Yard Trimmings/Wood Recycling Program at each new complex within thirty days of issuance of the Certificate of Occupancy by the City. The liquidated damages in Sections 13.09 A 1 and C 6 shall not apply until a service order request has been submitted to Contractor by one of the Contractor's Recycling Coordinators, the City, and/or a Customer.

2.3.5.3.3 Optional City-Directed Source-Separated Multi-Family Food Scrap Collection Program (SB 1383 Program).

State law requires the City to provide a Food Scrap program to collect Food Scraps from all Multi-Family complexes on or before January 1, 2022.

City will monitor development of the final SB 1383 regulations to determine if and when it would be in the best interest of City to have Contractor Collect source-separated Food Scraps at Multi-Family complexes. In the event City determines that a source separated Multi-Family Food Scrap collection program is desirable, City shall notify and meet with Contractor to coordinate implementation steps and a schedule for program initiation. The implementation steps described in this Section 2.3.2.3 of Attachment B for the source separated Multi-Family Food Scrap collection program shall be followed by Contractor. In such event, Contractor shall charge the rates for the Multi-Family Yard Trimmings and Food Scrap program set forth in Attachment D. Contractor shall implement the source separated Food Scrap collection program at all Multi-Family complexes in City. Contractor shall provide the appropriate number of appropriately sized Containers, as listed in Section 1.4.3 of this Attachment B, to each Multi-Family complex for storage of all Food Scraps. Contractor shall provide each Multi-Family unit with a "Sure Close™" Food Scrap container, at no additional charge, for storage of Food Scraps in the kitchen as described in Attachment GG.

Contractor shall prepare and distribute public education materials, customized to Multi-

Family tenants and complexes, simultaneously with the “Sure Close™” containers. Said distribution shall be accomplished by going door-to-door to provide each unit with a “Sure Close™” container and accompanying public education materials, and discussing the new Food Scrap program with each tenant. Such visits to tenants shall be made on days and at times when tenants are most likely to be home and not at work (e.g. weekends and early on weekday evenings). Public education materials shall include a diagram showing the location(s) of Food Scrap Containers where tenants will deposit the contents of the “Sure Close™” Containers. Public Education materials shall be submitted to City for approval a minimum of ninety (90) days prior to printing and distribution. Contractor shall provide answers to tenant and Multi-Family complex managers’ questions and shall also provide a method for tenants and Multi-Family complex owners, managers and staff to ask and receive answers to follow-up questions about the program via telephone, e-mail or text, social media and Contractor’s web site.

Contractor shall collect all Food Scraps from Multi-Family complexes at least once per week, and more frequently as required to prevent odor, overflow of Food Scraps from Containers, and lack of available space for Food Scraps in Containers at each complex. Contractor shall Collect all Food Scraps in a separate Collection vehicle that collects only source separated Food Scraps and shall process the collected material at the City-approved Food Scrap Processing Facility listed in Article 5 of the Agreement. (DPS 7030-FR-CMF)

Contractor shall make available the following sizes and types of Containers for Food Scrap storage in the solid waste and recycling enclosure or other area designated by the owner/manager of the Multi-Family complex: 65 gallon carts; two (2) cubic yard Bins and/or two (2) cubic yard Split Bins; and where appropriate, enclosed compactors in the following sizes: ten (10) cubic yard and twenty (20) cubic yard.

In implementing a Food Scrap Collection Program at a Multi-Family complex, Contractor shall complete all the tasks listed in Section 3.3.4 of this Attachment B.

A Food Scrap Collection Program at a Multi-Family complex will be considered “implemented” if Contractor has completed all the tasks described in Section 3.3.4 of this Attachment B and if the fully implemented program is observed to be in full and successful operation during the audit by City. City will monitor program results and will also perform audits to determine Contractor’s compliance with the requirements of this Section, as described in Article 6 of the Agreement.

During the Term, additional Multi-Family complexes will be constructed and occupied within City. Contractor shall fully implement a Source Separated Food Scrap Collection Program at each new complex within thirty days of issuance of the Certificate of Occupancy by the City. The liquidated damages in Sections 13.09 A 1 and C 6 shall not apply until a service order request has been submitted to Contractor by one of the Contractor’s Recycling Coordinators, the City, and/or a Customer.

2.3.5.3.4 Optional City-Directed Program For Co-Collection of Yard Trimmings and Food Scraps at Multi-Family Complexes.

City will monitor development of the final SB 1383 regulations to determine if and when it would be in the best interest of City to have Contractor co-collect Yard Trimmings with Food Scraps at Multi-Family complexes. Unless and until City has made such determination, Contractor shall proceed with implementation of the individual Yard Trimmings/Wood program described in Section 2.3.2.2. If directed by City Contractor shall also proceed with implementation of the source-separated Food Scrap collection program described in Section 2.3.2.3 of this Attachment B. In the event City determines that a co-collection program is desirable, City shall notify and meet with Contractor to coordinate implementation steps and a schedule for program initiation. The implementation steps described in Section 2.3.2.3 for the Food Scrap collection program shall be followed if a co-collection program is implemented. In such event, Contractor shall charge the rates for the Multi-Family Yard Trimmings and Food Scrap co-collection program set forth in Attachment D.

2.3.5.3.5 Monitoring of Multi-Family Programs.

Contractor shall continuously monitor all Multi-Family programs as described in Section 2 b “Commercial/Multi-Family In-Field Container Contamination Audits” of Attachment N.

If, at any time during the Term, the protocol in Attachment N shows that participation in the City-directed Multi-Family source-separated Food Scrap Collection program or the City-directed Multi-Family co-collected Food Scrap and Yard Trimmings/Wood Collection program has fallen below thirty-five percent (35%), Contractor shall repeat all steps and all tasks described above in Section 2.03.2.3 of this Attachment B for the source-separated Residential Food Scrap Collection program (or in Section 2.03.2.4 for the Residential Yard Trimmings/Wood and Food Scrap co-collection program) for initial program implementation including door-to-door outreach to all non-participating tenants, re-supplying any unit that either does not have, or requests a Sure Close™ Food Scrap container, and simultaneously distributing program descriptions, FAQ’s, and other information on what types of Food Scraps are to be placed in the Sure Close containers and emptied into the centralized Food Scrap Carts and/or Bins. Contractor shall also utilize all available social media including but not limited to, Twitter, Facebook, Instagram, and Neighborhood Pop Up Events to raise awareness and increase participation in the program.

2.3.5.4 Gated Developments/HOA’s/Mobile Home Parks

Contractor shall provide services to gated developments, developments with Homeowner’s Associations (HOA’s) and mobile home parks as directed by the HOA, Property Manager, Authorized Customer Representative or individual Customers. Collection services shall be provided a minimum of once per week. Contractor shall perform all operations in conformance with all Covenants, Conditions and Restrictions as

well as all other rules and regulations of the gated development, HOA or mobile home park. Contractor shall charge the rates in Attachment D for providing all services.

If the HOA, Property Manager, Authorized Customer Representative or individual Customers select wheeled cart service to individual residences, Contractor shall provide the following Collection services from wheeled Carts on a weekly basis: (A) MSW, (B) Single Stream Recyclable Materials, and (C) Yard Trimmings/Wood. If directed by City, Contractor shall also provide weekly source separated Food Scrap Collection (as described in Section 2.3.1 of this Attachment B) or co-collection of Yard Trimmings/Wood and Food Scraps (as described in Section 2.3.2 of this Attachment B).

If the HOA, Property Manager or Authorized Customer Representative selects central Bin and Cart service, Contractor shall provide the appropriate sizes(s) and number(s) of Containers (Carts, Bins, compactors and/or Roll Off Boxes) for MSW, Single Stream Recyclables, Single-Material Recyclables (as applicable) and Yard Trimmings/Wood (as applicable) and the appropriate collection frequencies that shall be, at a minimum, once per week. If the gated development has Yard Trimmings and Wood hauled away by a landscape or gardening service, and such materials are being Diverted from Disposal, Contractor shall notify City so City may obtain a completed and signed Landscaper Diversion Self-Certification Form from the HOA, property manager, or Authorized Customer Representative. At the direction of City, Contractor shall record the information in the Red/Green Tracking Spreadsheet.

The HOA or Property owner/manager may change, twice in a twelve-month period, the location of Collection of MSW, Recyclable Materials, Yard Trimmings/Wood (and if directed by City, source-separated Food Scraps or co-collected Yard Trimmings/Wood and Food Scraps), the frequency of such Collections, and/or the method of billing. If a reduction of MSW service levels is possible due to the implementation of Recycling services (including Food Scraps, Yard Trimmings/Wood and/or other Recycling or source reduction measures) the HOA, property manager or Authorized Customer Representative may request changes in levels of, and location of, such Collection services at any time, in addition to the twice per year change request.

Residential Customers that are included in a central or master-billing arrangement by a HOA, Property Manager or Authorized Customer Representative may not suspend service for any period of time.

In implementing the Single-Stream and/or Single Materials Recyclables Collection Program, the Yard Trimmings/Wood Collection Program and if directed by City, the source-separated Food Scrap Collection program or the co-collected Yard Trimmings/Wood and Food Scrap Collection program at Gated Developments, HOA's and mobile home parks, Contractor shall complete all the tasks listed in Section 3.3.4 of this Attachment B.

A Single-Stream and/or Single Materials Recyclables Collection Program, a Yard Trimmings/Wood Collection Program, and if directed by City, a source-separated Food

Scrap Collection program or a co-collected Yard Trimmings/Wood and Food Scrap Collection program at Gated Developments, HOA's and mobile home parks, will be considered "implemented" if Contractor has completed all the tasks described in Section 3.3.4 of this Attachment B for each program and if each fully implemented program is observed to be in full and successful operation during the audit by City. The City will conduct rotating audits throughout the Term as described in Article 6 and Attachment N, to determine whether these performance standards are being achieved and maintained.

During the Term additional developments will be constructed and occupied within City. Contractor shall fully implement all the programs described in this Section 2.3.6 of Attachment B at each new Gated Development, HOA and Mobile Home Park within thirty days of issuance of the Certificate of Occupancy by the City. The liquidated damages in Sections 13.09 A 1 and C 6 shall not apply until a service order request has been submitted to Contractor by one of the Contractor's Recycling Coordinators, the City, and/or a Customer.

2.4 Back Yard/Side Yard Wheel-Out Service.

All basic Residential Premises services identified in Section 2 of this Attachment B shall be offered with back yard/side yard wheel-out service at Customer request, at the rates in Attachment D**.** Contractor shall collect MSW and all other materials in backyards/sideyards at no additional charge for accounts that have a letter on file with Contractor from a physician confirming there is a medical reason that prevents the resident from moving MSW, Recycling, Yard Trimmings/Wood and/or Food Scrap Containers to the curb and that there are no other capable Person(s) in the household to perform this task. Annually, Contractor may request a new physician's letter in order for the account to maintain backyard/sideyard service at no additional charge. In the event there is no current letter on file from a physician, Contractor may charge the rate for Backyard/Sideyard Wheelout service in Attachment D. Contractor shall provide the Customer with written notice at least 30 days prior to charging for service. Contractor shall also notify the City when a Customer will be charged for Back Yard/Side Yard Wheel Out Service after failing to provide a physician's note.

SECTION 3: COMMERCIAL AND BUSINESS ESTABLISHMENT PREMISES SERVICES

3.1 Basic Level of Service.

The basic level of service for Commercial and Business Premises that Contractor shall be provide includes once weekly Collection of: (A) MSW provided by a vehicle designed for commercial Collection; (B) Collection of Single Stream Recyclable Materials and Single-Material Recyclables (DPS code 2030-RC-OSP); (C) Collection of Food Scraps (DPS Code 3040-CM-FWC); Collection of Yard Trimmings and Wood (DPS Code 3020-CM-COG) and other required programs identified in Table 1 Section 1.6.

Collection shall be accomplished in a manner such that the flow of traffic shall not be impeded nor a threat to the public health or safety created. Contractor shall provide each of the service options for Collection of MSW, Recyclable Materials, Yard Trimmings, Wood and Food Scraps as described in Sections 3.2 – 3.12.

Contractor shall provide the following Collection services for Commercial and Business Establishments:

3.2 MSW Collection.

Contractor shall provide MSW Collection services as follows: (A) regularly scheduled weekly MSW Collection service; (B) as-needed on-call Collection for Roll Off Boxes and Compactors and (C) additional pick-ups. On-call and additional pick-up requests may be made by Customer, Authorized Customer Representative or, in the case of Compactors so equipped, by automatic dial-up, other automated methods or electronic device that signals Contractor. Contractor shall provide service within twenty-four 24 hours of receiving a request, (provided that the request is made prior to two o'clock p.m. (2:00 p.m.) of the collection day) and shall charge the rates as established in Attachment D for on-call pickups and additional pickups.

Contractor's staff, including Contractor's two Recycling Coordinators, shall work with City and City's agents to determine which MSW service is best suited to each Commercial and Business Establishment in order to maximize Recycling and Diversion. In the event of a disagreement between the parties as to the type of service to be provided to a Commercial or Business Establishment, the decision of the City shall be final.

Contractor shall provide Containers as described in Section 1.04.3 to Commercial and Business Establishments for storage and Collection of MSW at the rates in Attachment D.

Customers may, at any time, adjust the frequency of Collections, the size(s) of Containers, the type(s) of Containers and/or the number of Containers for the storage and Collection of MSW.

3.3 Diversion Services

Contractor shall provide Recyclable Materials Collection at Commercial and Business Establishments (DPS code 2030-RC-OSP). Each commercial Customer shall be offered Collection of Single Stream Recyclable Materials and Single-Material Recyclables. Contractor shall provide separate Bin(s) or wheeled Carts (as identified in Section 1.4.3 of this Attachment B and in Attachment E) for Collection of Single Stream Recyclable Materials and, if applicable, Single-Material Recyclables. Contractor shall provide Yard Trimmings/Wood collection, as needed. Contractor shall provide Food Scrap collection or Food Scrap and Yard Trimmings Co-collection, if and when directed by the City.

All Contamination percentage limits listed for Diversion programs described in this Attachment B (e.g. maximum of twenty percent (20%) Contamination in MSW Containers, maximum of ten percent (10%) Contamination in Recyclable Materials Containers, and maximum of ten percent (10%) Contamination in Yard Trimmings/Wood and Food Scrap Containers shall be measured and calculated pursuant to the protocol in Article 6 and Attachment N of the Agreement.

3.3.1 Single Stream Recyclable Materials and Single-Material Recyclables Collection (AB 341 Program).

State law requires all Commercial and Business Establishments to arrange for Recycling services for Recyclable Materials by July 1, 2012. State law requires the City to provide a Recycling program for Collection of Recyclable Materials at all Commercial and Business Establishments on or before July 1, 2012. (AB 341, PRC Section 42649 *et seq.*) Contractor's Recycling Coordinators will prepare a "Recycling Plan" for each Commercial and Business Establishment (DPS 2030-RC-OSP) for Single Stream Recyclable Materials and Single-Material Recyclables as described in Section 3.3.4 of this Attachment B. Contractor shall provide Recyclable Materials Collection at all Commercial and Business Establishments (DPS code 2000-RC-CRB).

Each business shall be offered Collection of Single Stream Recyclable Materials and, if applicable, Single-Material Recyclables. Contractor shall provide separate Bin(s) or wheeled Carts (as identified in Attachment E) for Collection of Single Stream Recyclable Materials and, if applicable, Single- Material Recyclables. Contractor shall collect Single Stream Recyclable Materials and Single-Material Recyclables in a vehicle collecting solely Single Stream Recyclable Materials, and Single-Material Recyclables, to prevent Contamination of said materials. Collection shall be provided at least weekly, with more frequent Collection as required to prevent overflow of materials from Containers. Collected Recyclable Materials shall be processed at the City-approved Clean MRF listed in Article 5 of the Agreement. (DPS code 7000-FR-MRF).

Once Commercial and Business Establishments have begun a Single Stream Recycling service and/or Single-Material Recycling service, Contractor shall continue to provide MSW collection service as set forth in this Attachment B, adjusted for the reduction in

MSW volume created by the Recycling service and any other Diversion programs, as described in Section 3.3.4 of this Attachment B. Contractor shall provide to Customers the appropriate sized Container, or combination of Containers. Contractor shall make available the following sizes and types of Containers for Recyclables and MSW storage: 65 gallon carts and 95 gallon carts, one (1), one and one-half (1.5), two (2), three (3), four (4) and six (6) cubic yard Bins; and two (2), three (3), and four (4) cubic yard Split Bins; and compactors in the following sizes: three (3) cubic yard and four (4) cubic yard.

Within ninety (90) days after implementation of the Single Stream and/or Single Material Recycling Program at each Commercial and Business Establishment, Contractor shall ensure that the program is operating effectively such that the MSW Container(s) at the Business Premises contain no more than twenty percent (20%) Recyclable Materials and Food Scraps (combined) (see and the Recyclable Materials Container(s) contain no more than ten percent (10%) MSW (including Food Scraps if the Business generates Food Scraps). If the Business is participating in the Source-Separated Commercial Food Scrap Collection Program, the Food Scrap Container(s) shall contain no more than ten percent (10%) of any non-food item(s). If these performance standards are not being achieved, Contractor shall work with the Business owner(s), manager(s) and employees as needed to re-train, troubleshoot and otherwise provide technical assistance to ensure the standards are being met.

In implementing a Single Stream and/or Single-Material Recycling Program at a Commercial and Business Establishment, Contractor shall complete all the tasks listed in Section 3.3.4 of this Attachment B. Customers shall be charged the rates set forth in Attachment D for this service.

A Single Stream and/or Single-Material Recycling Program at a Business or Commercial Establishment is considered “implemented” if Contractor has completed all the tasks described in Section 3.3.4 of this Attachment B and if the fully implemented program is observed to be in full and successful operation during the audits by City. The City will conduct rotating audits throughout the Term as described in Article 6 and Attachment N, to determine whether these performance standards are being achieved and maintained.

As new Commercial and Business Establishment buildings are constructed during the Term, and as Commercial and Business Establishments open, close, expand, move, and change managers and/or employees, Contractor shall implement a Single Stream and/or Single-Material Recycling Program at all new, expanded, relocated, and otherwise changed Commercial and Business Establishments as described herein. Contractor shall implement said program at any new or expanded Commercial and Business Establishment within thirty (30) days of issuance of a Certificate of Occupancy by the City; and if no Certificate of Occupancy is required, then within thirty (30) days of final City inspection and approval of improvements. The liquidated damages in Sections 13.09 A 1 and C 6 shall not apply until a service order request has been submitted to Contractor by one of the Contractor’s Recycling Coordinators, the City, and/or a Customer.

Contractor shall also re-implement a Single Stream and/or Single-Material Recycling

Program when there is a change in key personnel (e.g. a change in management, ownership, on-site manager and/or other key personnel) at any Commercial and Business Establishment within City and shall do so within thirty (30) days of either (A) becoming aware of the change in management or (B) notice from the City of the change in management, whichever comes first.

3.3.1.1 Monitoring of Commercial and Business Establishment Single Stream, Single-Material Recycling, and Yard Trimmings and Wood Programs.

Field contamination audits shall be conducted on an on-going basis and incorporated into the Recycling Coordinators' daily site work so that annually all accounts in the City will receive at least two (2) field contamination audits. Contractor shall utilize the methodology described in Attachment N for said audits.

Contractor shall note Contamination levels in the Single Stream and Yard Trimmings/Wood materials in the Bins and Carts using the methodology described in Attachment N. When Contractor finds Contamination (as described in Section 5.7 of this Attachment B), Contractor shall alert the business owner/manager and shall provide, or re-provide, training and public education materials concerning the acceptable materials for each program, to management and employees of the business in a minimum of one (1) in-person on-site training session. Contractor shall include information on all Contamination incidents observed in the monthly report submitted to City as described in Attachment K (see specifically Part 7 of Attachment K) and shall also log the data in the Red/Green Tracking Spreadsheet and include it in the semi-annual reports submitted to City pursuant to Attachment N.

3.3.2. Source-Separated Commercial Food Scrap Collection (AB 1826 Program).

State law (AB 1826, PRC Section 42649.8 *et seq.*) requires all Commercial and Business Establishments (excluding Multi-Family complexes) generating eight (8) cubic yards or more of Food Scraps, Yard Trimmings and non-hazardous Wood per week (total cubic yards of all three materials combined), to arrange for Recycling services for these materials on or before April 1, 2016. These are referred to as Tier 1 businesses. State law requires all Commercial and Business Establishments (excluding Multi-Family complexes) generating four (4) cubic yards or more of Food Scraps, Yard Trimmings and non-hazardous Wood per week (total cubic yards of all three materials combined), to arrange for recycling services for these materials on or before January 1, 2017. These are referred to as Tier 2 businesses. Commercial and Business Establishments generating four (4) or more cubic yards per week of MSW must arrange for recycling services for Food Scraps, Yard Trimmings and Wood on or before January 1, 2019. These are referred to as Tier 3 businesses. CalRecycle may require Commercial and Business Establishments generating two (2) or more cubic yards per week of MSW to arrange for recycling services for Food Scraps, Yard Trimmings and Wood on or before January 1,

2020. These are referred to as Tier 4 businesses. If so directed by CalRecycle or in City's sole discretion, Contractor shall provide such service to Tier 4 businesses.

State law (AB 1826) requires the City to provide a Recycling program to collect Food Scraps, Yard Trimmings and non-hazardous Wood from Commercial and Business Establishments on or before January 1, 2016.

Contractor shall provide the Collection of source-separated Food Scraps from restaurants, cafeterias, assisted living facilities, hospitals, supermarkets and all other commercial premises where food is prepared, sold and/or consumed. At the direction of the City Contractor shall include Food-Soiled Paper in the Food Scrap program. If the processing facility Contractor is using does not allow Food-Soiled Paper, Contractor shall notify the City and work with the City to identify a solution. The solution may include changing to a different Food Scrap processing facility. In such event, the applicable provisions of Article 5 of the Agreement shall be followed.

In the collection of Food Scraps, Contractor shall provide participating Customers with "Slim Jim™" type containers (as described in Attachment HH) for inside areas of kitchen, preparatory and bussing that are directly involved with Food Scrap diversion. For transit to enclosure and for collection, Contractor will provide wheeled Carts or other Containers and/or Bins, roll-offs or compactors as necessary for the segregation and storage of Food Scraps to be Diverted. Contractor shall prepare a Food Scrap Recycling plan in consultation with each business to determine the appropriate number and sizes of Containers, collection frequency and provide and distribute appropriate containers, Bins, Roll-Off Boxes or compactors to Customers. Contractor shall provide Customers with information and contact person(s) who are approved by City to establish, coordinate and provide edible food donation and collection services. Contractor shall fully cooperate with all Persons working with Customers to establish, coordinate and provide edible food donation services, including Customer's employees and agents and the City. Contractor shall factor any successful edible food donation program projections and/or actual results into the Food Scrap recycling plan including the estimated requirements for Container sizes and frequencies of Collection, training, interior container locations and sizes. Contractor shall provide training and public education materials on the new Food Scrap Collection program.

Each food-generating business shall be offered Collection of source-separated Food Scraps. Contractor shall provide separate Bin(s) or wheeled Carts (as identified in Attachment E) for Collection of source-separated Food Scraps. Contractor shall collect source-separated Food Scraps in a vehicle collecting solely source-separated Food Scraps, to prevent Contamination of said materials. Collection shall be provided at least weekly, with more frequent Collection as required to prevent overflow of materials from Containers, odors and vectors. Collected Food Scraps shall be processed at the City-approved Food Scrap Processing Facility listed in Article 5 of the Agreement. (DPS code 7000-FR-CMF) Customers shall be charged the rates set forth in Attachment D for the Food Scrap Collection and Processing service.

For Commercial and Business Establishments that have begun a Food Scrap collection program, Contractor shall continue to provide MSW collection service as set forth in this Attachment B as adjusted for the reduction in the quantity of MSW due to implementation of the Food Scrap collection program as described in Section 3.3.4 of this Attachment B. Contractor shall provide to Customers the appropriate sized Container, or combination of containers. Contractor shall make available the following sizes and types of Containers for storage of Food Scraps: 35 and 65 gallon wheeled carts; one (1), one and one-half (1.5), and two (2) cubic yard Bins; and two (2), three (3), and four (4) cubic yard Split Bins; and self-contained roll-off/compactors in the following sizes: 10 cubic yard, 20 cubic yard, and 30 cubic yard.

Within ninety (90) days after implementation of the Food Scrap Collection Program at each Commercial and Business Establishment, Contractor shall ensure that the program is operating effectively such that the MSW Container(s) at the Business Premises contain no more than twenty percent (20%) Recyclable Materials and Food Scraps (combined), the Recyclable Materials Container(s) contain no more than ten percent (10%) MSW (including Food Scraps), and the Food Scrap Container(s) shall contain no more than ten percent (10%) of any non-food item(s). If these performance standards are not being achieved, Contractor shall work with the Business owner(s), manager(s) and employees as needed to re-train, troubleshoot and otherwise provide technical assistance to ensure the standards are being met.

In implementing the Food Scrap Collection Program at a Commercial and Business Establishment, Contractor shall complete all the tasks listed in Section 3.3.4 of this Attachment B. Customers shall be charged the rates set forth in Attachment D for this service.

A Food Scrap Collection Program at a Businesses and Commercial Establishment is considered “implemented” if Contractor has completed all the tasks described in Section 3.3.4 of this Attachment B and if the fully implemented program is observed to be in full and successful operation during the audits by City. The City will conduct rotating audits throughout the Term as described in Article 6 and Attachment N, to determine whether these performance standards are being achieved and maintained.

In the event a Customer is Diverting their Food Scraps using one or more on-site, backhaul, food donation and/or other programs that it is providing internally or has made arrangements for (e.g. use of an on-site Compost Appliance and participation in an Edible Food donation program), Contractor shall notify City and City may, in City’s sole discretion, request that an Authorized Representative of the Customer complete and sign a Self-Certification form. If directed by City, Contractor shall note the on-site, Edible Food donation and/or other program(s) being used on the Red/Green Tracking Spreadsheet. Contractor shall determine whether or not such program(s) are diverting one-hundred percent (100%) of the Food Scraps generated at the Customer’s premises. If that is not the case, Contractor shall note the quantity and estimated percentage of Food Scraps that are still being Disposed and shall discuss the situation with City at the next monthly meeting. If directed by City, Contractor shall re-contact the Customer to offer

supplemental Food Scrap Collection service to Divert the remaining Food Scraps being placed in the MSW Container(s).

As new Commercial and Business Establishment buildings are constructed during the Term, and as Commercial and Business Establishments open, close, expand, move, and change managers and/or employees, Contractor shall implement a Food Scrap Collection program at all new, expanded, relocated, and otherwise changed Commercial and Business Establishments where food is prepared, sold and/or consumed as described herein. Contractor shall implement said program at any new or expanded Commercial and Business Establishment within thirty (30) days of issuance of a Certificate of Occupancy by the City; and if no Certificate of Occupancy is required, then within thirty (30) days of final City inspection and approval of improvements. The liquidated damages in Sections 13.09 A 1 and C 6 shall not apply until a service order request has been submitted to Contractor by one of the Contractor's Recycling Coordinators, the City, and/or a Customer.

Contractor shall also re-implement a Food Scrap Collection program when there is a change in key personnel (e.g. a change in management, ownership, on-site manager and/or other key personnel) at any Commercial and Business Establishment within City where food is prepared, sold and/or consumed and shall do so within thirty (30) days of either (A) becoming aware of the change in management or (B) notice from the City of the change in management, whichever comes first.

As of the Effective Date, SB 1383 (PRC Section 42652 and Health and Safety Code Sections 39730.5*et seq.*) requires that twenty percent (20%) of the required Diversion of seventy-five percent (75%) of Food Scraps and Yard Trimmings/Wood from landfill by 2025, must be Diverted as Edible Food for Human Consumption. City plans to retain the services of one or more third parties and/or to collaborate with regional agencies to arrange for, and implement, Edible Food donation program(s) within City. Contractor shall cooperate with City's efforts, including but not limited to: disseminating public education and outreach materials in hard copy, online, and via Contractor's social media outlets; alerting Customers with Food Scraps of the availability of the Edible Food donation services; and providing data on potential participants for the Edible Food donation program to City and its service providers and/or collaborators. Contractor shall fully support City's efforts and shall take no action to undermine, delay, or impede such programs.

3.3.2.1 Monitoring of Business and Commercial Establishments Food Scrap Collection Programs.

Field contamination audits shall be conducted on an on-going basis and incorporated into the Recycling Coordinators' daily site work so that annually all accounts in the City will receive at least two (2) field contamination audits. Contractor shall utilize the methodology described in Attachment N for said audits.

Contractor shall note contamination levels in the Food Scrap materials in the Bins and Carts using the methodology described in Attachment N. When Contractor finds Contamination (as described in Section 5.5 of this Attachment B), Contractor shall alert the business owner/manager and shall provide, or re-provide, training and public education materials concerning the acceptable materials for each program, to management and employees of the business in a minimum of one (1) in-person on-site training session. Contractor shall include information on all Contamination incidents observed in the monthly report submitted to City as described in Attachment K (see specifically Part 7 of Attachment K) and shall also log the data in the Red/Green Tracking Spreadsheet and include it in the semi-annual reports submitted to City pursuant to Attachment N.

3.3.3 Commercial Yard Trimmings and Wood Collection Program (AB 1826 Program)

State law requires the City to provide a Recycling program to collect Yard Trimmings and Wood from all Commercial and Business Establishments on or before January 1, 2016. State law requires Commercial and Business Establishments to participate in a recycling program for Yard Trimmings and Wood on or before April 1, 2016, January 1, 2017, or January 2019 depending upon the quantity of such materials generated by the business. Participation at the smallest businesses generating two (2) cubic yards or less of these materials per week may be required as of January 1, 2020 if so directed by CalRecycle or the City.

Contractor shall implement the Yard Trimmings/Wood Collection Program at all businesses. Contractor shall provide appropriately-sized Containers to each business for storage of all Yard Trimmings and Wood that do not have Yard Trimmings and Wood hauled away by a landscape or gardening service that is also Diverting such materials from Disposal. If a business has Yard Trimmings and Wood hauled away by a landscape or gardening service, Contractor shall notify City and City, in its sole discretion, may obtain the completed and signed Landscaper Self-Certification Diversion Form from the complex owner/manager. If directed by City, Contractor shall record such updated information in the Red/Green Tracking Spreadsheet.

Contractor shall collect all Yard Trimmings and Wood from Commercial and Business establishments at least once per week, and more frequently as required to Collect all Yard Trimmings and Wood generated by each business. Contractor shall Collect all Yard Trimmings and Wood in a separate Collection vehicle that collects only Yard Trimmings and Wood and shall process the collected material at the City-approved Yard Trimmings and Wood Processing Facility identified in Article 5 of the Agreement. (DPS 7030-FR-CMF)

Within ninety (90) days after implementation of the Yard Trimmings/Wood Recycling Program at each Commercial and Business Establishment, Contractor shall ensure that the program is operating effectively such that the MSW Container(s) at the Business

Premises contain no more than twenty percent (20%) Recyclable Materials, Yard Trimmings/Wood and Food Scraps (combined), the Yard Trimmings/Wood Container(s) contain no more than ten percent (10%) MSW and Recyclable Materials (combined) and the Recyclable Materials Container(s) contain no more than ten percent (10%) MSW (which includes Food Scraps if the Business generates Food Scraps). If the Business is participating in the Source-Separated Commercial Food Scrap Collection Program, the Food Scrap Container(s) shall contain no more than ten percent (10%) of any non-food item(s). If these performance standards are not being achieved, Contractor shall work with the Business owner(s), manager(s) and employees as needed to re-train, troubleshoot and otherwise provide technical assistance to ensure the standards are being met.

In implementing the Yard Trimmings/Wood Collection Program at a Commercial and Business Establishment, Contractor shall complete all the tasks listed in Section 3.3.4 of this Attachment B. Customers shall be charged the rates set forth in Attachment D for this service.

A Yard Trimmings/Wood Collection Program at a Businesses and Commercial Establishment is considered “implemented” if Contractor has completed all the tasks described in Section 3.3.4 of this Attachment B and if the fully implemented program is observed to be in full and successful operation during the audits by City. The City will conduct rotating audits throughout the Term as described in Article 6 and Attachment N, to determine whether these performance standards are being achieved and maintained.

As new Commercial and Business Establishment buildings are constructed during the Term, and as Commercial and Business Establishments open, close, expand, move, and change managers and/or employees, Contractor shall implement a Commercial Yard Trimmings/Wood Collection program at all new, expanded, relocated, and otherwise changed Commercial and Business Establishments as described herein. Contractor shall implement said program at any new or expanded Commercial and Business Establishment within thirty (30) days of issuance of a Certificate of Occupancy by the City; and if no Certificate of Occupancy is required, then within thirty (30) days of final City inspection and approval of improvements. The liquidated damages in Sections 13.09 A 1 and C 6 shall not apply until a service order request has been submitted to Contractor by one of the Contractor’s Recycling Coordinators, the City, and/or a Customer.

Contractor shall also re-implement a Commercial Yard Trimmings/Wood Collection program when there is a change in key personnel (e.g. a change in management, ownership, on-site manager and/or other key personnel) at any Commercial and Business Establishment within City and shall do so within thirty (30) days of either (A) becoming aware of the change in management or (B) notice from the City of the change in management, whichever comes first.

3.3.3.1 Optional City-Directed Program For Co-Collection of Yard Trimmings and Food Scraps at Commercial Customers.

City will monitor development of the final SB 1383 regulations to determine if and when it would be in the best interest of City to have Contractor co-collect Yard Trimmings with Food Scraps at Commercial Customers. Unless and until City has made such determination, Contractor shall proceed with implementation of the individual Source-separated Food Scrap and a separate Yard Trimmings/Wood programs described in Sections 3.3.2 and 3.3.3. In the event City determines that a co-collection program is desirable, City shall notify and meet with Contractor to coordinate implementation steps and a schedule for program initiation. The program initiation steps described in Section 3.3.2 for the Source Separated Food Scrap collection program shall be followed if a co-collection program is implemented. In such event, Contractor shall charge the rates for the Commercial Yard Trimmings and Food Scrap co-collection program set forth in Attachment D.

3.3.4 Required Tasks For Implementation of Diversion Programs

For purposes of this Contract, Contractor shall be found to have "implemented Diversion Programs", including but not limited to Recyclable Materials Collection, Food Scraps Collection and Yard Trimmings/Wood Collection at the Premises of a Customer only if all of the following have been completed by Contractor:

(i) Contractor has contacted the Authorized Customer Representative (for purposes of this section the "Authorized Customer Representative" is the owner or on-site manager if that Person has decision-making authority; or if Customer is a corporation with multiple locations and centralized decision-making, the management Person with decision-making authority. In the case of a broker or waste arranger, the Authorized Customer Representative is the Person who has the decision-making authority) and explained the requirements in the Act for the Customer to have in place specified Recycling and Diversion program(s) as of the date(s) applicable to that Customer. Contractor has also explained the requirements of City's Municipal Code, Mandatory Recycling Ordinance and CalGreen (if applicable).

(ii) Contractor has estimated the quantities of MSW, Recyclable Materials, Food Scraps, Yard Trimmings/Wood and any other Divertable materials generated by the Customer; has calculated the appropriate size of Containers required for storage; has calculated the recommended frequency of service to optimize cost for the Customer; has prepared a written plan containing estimated costs and recommended levels of service; and has submitted the plan to the Customer. Contractor has discussed the plan with the Customer and

obtained the Customer's approval to implement a finalized Diversion Plan.

(iii) If the Customer is generating Food Scraps, Contractor has provided the Customer with information on the available Edible Food donation programs in City including coordinators/vendors/non-profit agencies, as directed by City, and has factored any applicable Edible Food donation opportunities into the calculations for sizing of Food Scrap Containers and frequency of Food Scrap Collection service. Contractor is also cooperating fully and in good faith with all edible food donation efforts of City, all third parties and Customer at Customer's premises.

(iv) If the Customer is already Diverting materials using an in-house program, backhauling, on site processing or use of another vendor, Contractor has notified City so City can obtain a completed and signed "Self-Certification Form" for that program. Contractor shall record the information on the Red/Green Tracking Spreadsheet. If the Customer is using a landscaping company to haul away Yard Trimmings/Wood, Contractor has notified City so City can obtain a completed and signed Landscaper Self-Certification Diversion Form for Yard Trimmings/Wood at that Premises. At the direction of City, Contractor has recorded the information on the Red/Green Tracking Spreadsheet. If such program(s) only Divert(s) some materials and other Divertable materials are not covered by the Customer's own program(s) or third party program(s), Contractor has developed a plan for Diversion of the remaining materials in accordance with the requirements of this Attachment B.

(v) Contractor has delivered the appropriate type(s) and size(s) of Containers to the Customer's Premises for storage of Single Material Recyclables and Single Stream Recyclable Materials. In the case of a Food Scrap Generator, Contractor has also provided the appropriate type(s) and size(s) of Containers for storage and collection of Food Scraps. If the Customer is generating Yard Trimmings/Wood Contractor has provided the appropriate type(s) and size(s) of Containers for storage and collection of Yard Trimmings/Wood.

(vi) Contractor is Collecting the Recyclable Materials, Food Scraps, Yard Trimmings/Wood (as applicable) from the Customer's Containers at the frequency of collection needed to adequately service the Customer and, at a minimum, is

performing Collection of Recyclable Materials and Yard Trimmings/Wood at least once each week. In the case of a Food Scrap Generator, Contractor is Collecting the Food Scraps one (1) to six (6) times each week as needed to adequately provide service to the Customer.

(vii) Contractor has evaluated and reduced the level of the Customer's MSW Collection service to complement the separate Collection of Recyclable Materials, Yard Trimmings/Wood and Food Scraps. Contractor has checked back with the Customer and made at least two (2) on-site visits to determine if the initial sizing of the Containers and frequency of service is optimal for the Customer. Contractor has recommended appropriate adjustments as needed to the Customer and has implemented all adjustments agreed to by the Customer.

(viii) Contractor has provided employee education and training materials to the Customer (and in the case of Multi-Family complexes, Gated Communities, HOA's and mobile home parks, to all management and residents) explaining (a) the requirements of the Act, (b) the operation of each Diversion program and (c) specifically what materials may be placed in the Recycling Container(s), Yard Trimmings/Wood Containers and in the Food Scrap Containers and what materials are to be placed in the MSW Container(s). Employee/resident training shall include at least one on-site training for all employees/tenants/residents of Customer. (In the case of the Food Scrap program at Multi-Family complexes, Contractor shall provide at least one on-site training for residents for complexes of over fifteen (15) units and for smaller complexes if requested by the owner/manager. Such training shall be in addition to the door-to-door distribution of education materials and the "Sure Close™" kitchen containers described in Section 2.03.22.3 above.) If there are multiple shifts, or if employees/tenants/residents work or are present on different days, Contractor shall conduct multiple trainings until all employees/residents have been trained. Contractor shall provide training posters and stickers for the Containers (both inside and outside containers) showing what materials are allowed in each. Contractor shall provide training and training materials in both English and Spanish and any other language as requested by Customer. Where a Customer has employees involved in tasks that are handling MSW and/or

Divertable materials, that speak a language other than English, Contractor shall obtain a translator and conduct a training for those employees in the language they speak and provide program signage and training handouts in that language. In the case of Multi-Family complexes where more than twenty percent (20%) of the residents speak a language other than English, Contractor shall obtain a translator and conduct a training for those residents in the language they speak, and provide program signage and brochures/handouts in that language.

(ix) Contractor has made at least two (2) follow-up site visits to confirm the program is operating optimally within the first two weeks after program initiation. (These site visits are in addition to the site checks to confirm MSW quantities and optimization of MSW service described in item vii above) Contractor has responded to the Customer's questions and to any complaints and has successfully resolved all questions and complaints.

(x) The Diversion program(s) at the Premises of the Customer has been in place and operating continuously for a minimum of three (3) months.

(xi) Within ninety (90) days after implementation of each Diversion program at the Premises of the Customer, Contractor shall ensure that the program is operating effectively such that the MSW Container(s) at the Premises contain no more than twenty percent (20%) Recyclable Materials and Food Scraps (combined), and the Recyclable Materials Container(s) contain no more than ten percent (10%) MSW and Food Scraps, combined (if the Customer generates Food Scraps). If the Premises is participating in the Source-Separated Commercial Food Scrap Collection Program, the Food Scrap Container(s) shall contain no more than ten percent (10%) of any non-food item(s). If these performance standards are not being achieved, Contractor shall work with the Business owner(s), manager(s) and employees as needed to re-train, troubleshoot and otherwise provide technical assistance to ensure the standards are being met. City shall conduct rotating audits throughout the Term to confirm that these performance standards are achieved and maintained.

(xii) The Diversion programs at the Premises of the Customer meet all the Contamination/Diversion standards in Article 6.

(xiii) Contractor has conducted a minimum of one (1) annual on-site review of the Recycling plan and of each Diversion program at each Customer, and has conducted a re-training for all employees, residents and tenants (that meets all of the requirements listed for the initial training required under item viii above). Contractor has conducted troubleshooting for each Diversion program and each Diversion program is robust and successfully Diverting the targeted materials within the Contamination limits identified in item xi above.

(xiv) In the event Contractor has taken all required actions and completed all required tasks in subparts I through xi, and the program(s) is still not meeting the performance standards, the non-compliant Customer shall be reported to City on the Red/Green Tracking Spreadsheet (Attachment K, Monthly Report Items #11) and on the list described in Attachment K, Monthly Reports, Item #8. City will work with the Customer to the full extent of state and local law. In the event City has enacted a mandatory Diversion ordinance (as required by draft SB 1383 regulations available as of the Effective Date) City will enforce its ordinance, which may include warnings to the Customer and ultimately imposition of fine(s). If the Customer agrees to implement the required program(s) as required by the City's ordinance, City will refer the Customer back to Contractor for implementation of the program(s) and Customer shall be removed from list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" in Attachment K, Monthly Reports, Item #8. If the Customer continues to refuse to implement one or more of the required programs after City action, the Customer remains on the list and Contractor is relieved of the responsibility to implement program(s) at that Customer. (See Article 6 of the Agreement for how Customers on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" are handled for purposes of Contractor's achievement of the performance metrics described therein.)

3.4 Other Services To Be Provided.

3.4.1 Manual Can Service

Contractor shall only provide manual Can service to Single-Family, Multi-Family, gated developments, HOA's, mobile home parks and Commercial Customers, using Customer's own containers, where neither Cart nor Bin service is feasible due to the low

volume of MSW generated, or the inability to operate automated collection vehicles, or the inability to store or use reasonably at the service location. City must approve all exceptions to automated collection service. For Commercial Customers, such service is limited to Customers generating a maximum of one hundred pounds (100 lbs.) of MSW per week.

3.4.2 Business Recycling Plans

In addition to all other requirements contained in this Attachment B, Contractor will provide Business Recycling Plans and Multi-Family Complex Recycling Plans and assistance upon request of Customers. (DPS code 2030-RC-OSP). In the event that Customers request preparation of Business or Multi-Family Recycling Plans, Contractor shall complete the tasks listed in Section 3.3.4 of this Attachment B as follows: Contractor shall complete Steps (i) through (iii) within ten (10) business days of the request; Contractor shall complete steps (iv) through (viii) and at least one of the follow-up site visits in Step (ix) within sixty (60) calendar days after Customer approval of the Finalized Diversion Plan prepared as part of Step (ii). Contractor shall add the business or Multi-Family complex to the Red/Green Tracking Spreadsheet (if not already listed) and shall update the tracking spreadsheet accordingly.

3.4.3 MSW Collection at Bus Stops and Benches.

Contractor shall collect MSW from all existing MSW receptacles at bus shelters and bus stops listed on Attachment T-2 at least one (1) time per week and more frequently as needed. Contractor shall purchase and distribute Toter™ brand MSW receptacles (Model #860BA with the automatic gravity release feature in the color “Brownstone”) to each of the bus shelters listed on Attachment T-2 on or before April 1, 2019. The receptacles to be provided are shown in Attachment T-3 and shall be anti-graffiti coated. The receptacles shall include a post-mold graphic with the City’s name and logo in white. Contractor shall submit a full scale drawing of the graphic to be used to City for approval at least thirty (30) days prior to ordering the receptacles. Contractor shall coordinate with ***[insert name of previous contractor here if applicable]***, that will be removing the MSW receptacles it owns, at the bus shelters and bus stops in order to coordinate removal of the old receptacles and immediate replacement with Contractor’s new Toter™ receptacles such that (A) there is no gap in service, and (B) there is always a Toter™ receptacle in place at each and every bus shelter and bus stop listed on Attachment T-2.

Contractor shall steam clean all Toter™ receptacles deployed at bus shelters and bus stops as needed such that the receptacles are clean and odor-free at all times. Contractor shall maintain the receptacles in good working order. Contractor shall repair all damaged receptacles, clean off all graffiti and replace stolen, vandalized, or damaged beyond repair receptacles within two (2) business days of Contractor’s observation of same, or receipt of notification by the City or a member of the public that repair, replacement, cleaning or graffiti removal is required. Graffiti shall not be painted out. If graffiti cannot be cleaned off, the Toter™ shall be replaced. At City’s request, Contractor shall replace any Toter™

to maintain a clean and fresh appearance. Contractor shall maintain ownership of the receptacles. At the end of the Term, City may elect to purchase the receptacles from Contractor at the depreciated book value, or have Contractor remove the receptacles.

In Collecting MSW from bus stops and bus shelters, Contractor shall comply with all requirements of this Agreement, including but not limited to, the requirements of Article 7 that all Collection vehicles provided pursuant to this Agreement are to be used 100% within the City of Tustin and not for Collection in other jurisdictions.

At City's request Contractor shall increase the frequency of Collection of MSW at bus shelters and bus stops listed in Attachment T-2 to up to three (3) times per week for each bus shelter and bus stop. If the City so requests, Contractor shall increase the frequency of Collection within fifteen (15) calendar days of the notification from City. City may add new bus stops and/or bus shelters to the list in Attachment T-2 at any time and Contractor shall collect MSW as described herein from said new bus stops and bus shelters at no additional cost to City or ratepayers

3.5 Changes in Collection Services.

Customers may, at any time, decrease the frequency of Collections and/or the number of Containers or Compactors for MSW commensurate with the amount of Recyclable Materials, Yard Trimmings, Wood and Food Scraps diverted by any Recycling programs, projects or activities undertaken by Customer (DPS code 6010-PI-EIN).

Customers may, at any time, adjust the frequency of Collections and/or the number of Containers for all types of Containers for the storage and Collection of Recyclable Materials, Food Scraps and Yard Trimmings/Wood.

3.6 Consultations and Technical Assistance.

3.6.1 Customer Consultations.

Upon Customer request, Contractor shall consult with Customers on establishing Recycling and Diversion programs and on other MSW and Recycling related activities (DPS code 2030-RC-OSP). Customers may also consult with City, City's agents or representatives, and/or with any other Recycling company or expert to plan and implement the most beneficial Recycling program(s) for that Customer.

3.6.2 City and Developer Consultations.

Contractor shall, in a timely manner, review all proposed development plans for new construction, remodels, additions and all other plans at City's request. Contractor shall provide information and feedback to City and the developer on the optimal space, configuration and location(s) for storage and Collection of MSW, Recyclable Materials,

and if applicable, Yard Trimmings/Wood and Food Scraps, cooking oil and grease. Contractor shall utilize data supplied by the developer, as well as Contractor's own knowledge and expertise, to estimate quantities of each material that will be generated on a weekly and monthly basis by the proposed development and shall include in the information provided to City and developer, the number, size, type and frequency of Collection required for all Containers to store the materials that will be generated. Contractor shall provide basic sketches of optimal storage configurations and Container location(s) to City and the developer and shall respond to any questions from City and developer. Contractor shall attend on-site meetings with City staff and developer, and developer's representatives (architects, designers, permit specialists, etc.) as requested and in a timely manner.

3.7 Waste Characterizations, On-Site Field Container Contamination Audits and Third Party Assessment of Phase 1 & 2 Performance Metrics.

Contractor shall cooperate fully with City and its agents during all audits and studies including but not limited to all those described in Attachment N being conducted. Contractor shall allow site visits and detailed observations of all Processing Facility operations, provide route, account, tonnage, characterization details as to sampling methods and categories sampled, and other data for all Collection and Processing operations; allow unannounced site visits during regular hours of operation, access to all Collection, transport, and materials processing operations, respond in a timely manner to questions and requests for data and information; and make Contractor's personnel available to respond to questions from City. City and its agents shall observe all Contractor's safety, health and other operating procedures during its site visits.

3.8 Temporary Bin and Roll-Off Services.

Contractor shall provide on a temporary basis two (2) cubic yard, three (3) cubic yard, four (4) cubic yard, six (6) cubic yard Bins, and ten (10), twenty (20), thirty (30) and forty (40) cubic yard Roll- Off Boxes for the purposes of Collection of MSW, Single Stream Recyclable Materials, Single Material Recyclables, Yard Trimmings/Wood, Food Scraps and Construction and Demolition Debris (DPS code 4060-SP-CAR) at the request of Customers. Service shall be provided at the rates set forth in Attachment D. Such temporary service shall be provided, by way of example but not limitation, to sites where construction and /or demolition activity, replacement of roofs or paved areas, or replacement or maintenance of landscape materials is occurring. Collection shall occur on an as-needed, on-call basis, within twenty-four (24) hours of a request for any request received before two o'clock p.m. (2:00 p.m.), or may be regularly scheduled, as determined by Customer.

All such temporary Bins and Roll-Off Containers containing Yard Trimmings/Wood, Food Scraps or Construction and Demolition Debris shall be collected, transported, and processed (DPS codes 7000-FR-MRF and 7030-FR-CMF) at the City-designated

Processing Facility(ies) for Yard Trimmings/Wood, Food Scraps, or the City-designated Construction and Demolition Debris Processing Facility (for C&D Debris) listed in Article 5 of the Agreement.

All temporary Bins and Roll-Off Containers containing Single-Material Recyclables and Single Stream Recyclable Materials shall be collected and the materials transported to the City-designated Clean MRF listed in Article 5 of the Agreement for processing and sale. (DPS code 7000-FR-MRF)

3.9 Construction and Demolition Debris Recycling

State law requires that City enforce mandatory Construction and Demolition Debris Diversion. As of the Effective Date City has adopted "Waste Disposal and Diversion Requirements for Construction, Demolition and Renovation Projects Within the City" (Section 4351 *et seq.* of the City of Tustin Municipal Code) which includes the requirements of the California Green Building Standards Code ("CalGreen"). Contractor shall comply with all requirements of the City's codes and CalGreen, as they may be changed and amended during the Term. Further, City reserves the right to amend and/or expand its own "Waste Disposal and Diversion Requirements for Construction, Demolition and Renovation Projects Within the City" at any time during the Term. Contractor shall provide all services necessary to (A) inform Customers of, (B) support Customer compliance with, and (C) support City's enforcement of, the Construction and Demolition Debris Diversion requirements in the City codes including the CalGreen requirements (DPS code 6020-PI-ORD). Attachment KK contains a summary of the CalGreen Construction and Demolition Debris Diversion requirements and Tustin Municipal Code Section 4351 *et seq*. as of the Effective Date.

The services provided by Contractor (DPS codes 4060-SP-CAR and 4050-SP-WDW) shall include but not be limited to: (A) informing all Customers requesting Containers and/or Bins, Roll Off Boxes and Compactor services of the Diversion requirements, (B) providing Containers and/or Bins, Roll Off Boxes, and Compactors as needed for storage and transport of Single-Material Construction and Demolition Debris, and commingled Construction and Demolition Debris, as well as appropriate size Containers for MSW, (C) providing Collection service of all Containers on a timely basis and (D) working and coordinating with Customer's job site Superintendent to ensure a smooth and effective Diversion program and the Diversion of the percentage of C&D debris that is the greater of that required by the Waste Disposal and Diversion Requirements for Construction, Demolition and Renovation Projects Within the City or CalGreen. As of the Effective Date, the City's ordinance requires diversion of fifty percent (50%) and the CalGreen requirement is diversion of a minimum of sixty-five percent (65%) of all Construction and Demolition Debris generated at each of Customer's job sites for which Contractor is providing Construction and Demolition Debris Collection service. Therefore Contractor shall divert a minimum of sixty-five percent (65%) of the C&D Debris as of the Effective Date. Contractor shall inform Customers utilizing Containers and/or Bins and Roll Off Boxes on a temporary basis, that materials being Generated must be Diverted pursuant

to the requirements of CalGreen and City's Municipal Code. At such time as there is an increase in the required Diversion percentage in either the City's ordinance or CalGreen, Contractor shall Divert the highest Diversion percentage required, as of the effective date of the new requirement(s).

Once a Customer has requested Construction and Demolition Debris Collection service, Contractor shall complete the following tasks to establish the Construction and Demolition Debris Diversion Program:

(i) Contractor has contacted the Authorized Customer Representative (for purposes of this section the "Authorized Customer Representative" is the Construction Superintendent/Manager, owner, or on-site manager if that Person has decision-making authority; or if Customer is a corporation with multiple locations and centralized decision-making, the management Person with decision-making authority. In the case of a broker or waste arranger, the Authorized Customer Representative is the Person who has the decision-making authority for the construction and/or demolition project) and explained the requirements in the Act, in City's Municipal Code, and in CalGreen for the Customer to Divert at least the minimum required percentage of Construction and Demolition Debris generated by the project as required by this Section 3.9 (sixty-five percent (65%) as of the Effective Date). Contractor has also explained all other specific requirements of City's Municipal Code and CalGreen and has supplied copies of each to the Customer.

(ii) In the event the Authorized Customer Representative communicates to Contractor that it plans to self-haul all C&D materials from the job and that it (a) will prepare its own Waste Reduction and Recycling Plan (WRRP") as described in subpart (iii), and (b) that it does not want Contractor's assistance to implement or monitor the WRRP, Contractor shall request a written declaration of same from the Authorized Customer Representative. Upon receipt, Contractor shall submit the declaration to the City, shall record it in the Red/Green Tracking Spreadsheet, and shall report this at the next monthly meeting with the City. In the event the Authorized Customer Representative indicates that it plans to self-haul the C&D from the job site but requests preparation of a WRRP by Contractor and/or requests Contractor's assistance with implementation and monitoring of the WRRP, Contractor shall provide those services as described in this Section 3.9. If the Authorized Customer Representative has provided a declaration refusing all of Contractor's services

and City determines that the job site's WRRP only Diverts some materials, and other Divertable materials are not covered by the Customer's program; and/or in the event the Customer's self-haul program does not achieve the required Diversion percentage, which is the higher of the Diversion percentage in the City Municipal Code or CalGreen, City may, after consultation with the Authorized Customer Representative and Contractor, direct Contractor to develop a plan for Diversion of the remaining C&D materials in accordance with the requirements of this Section and submit the plan to both City and the Authorized Customer Representative. Upon City direction, Contractor shall proceed to work with the Authorized Customer Representative to implement and monitor the plan.

(iii) Assuming the Authorized Customer Representative (contacted by Contractor pursuant to subpart (i) above) agrees to utilize Contractor's services, Contractor shall: (a) estimate the quantities of MSW, Recyclable Materials, Source-Separated Wood, metal, sheetrock/Dry Wall, Yard Trimmings, mixed C&D and any other Divertable materials generated by the C&D project; (b) calculate the appropriate number and size of Containers required for storage; (c) calculate the recommended frequency of service to optimize cost for the Customer; (d) prepare a written Waste Reduction and Recycling Plan (WRRP) containing estimated costs and recommended levels of service to achieve the required minimum Diversion percentage of the Construction and Demolition Debris estimated to be generated by the project; (e) submit the WRRP to the Authorized Customer Representative; (f) discuss the plan with the Representative; and (g) obtain the Authorized Customer Representative's approval to implement the finalized WRRP.

(iv) Contractor has delivered the appropriate type(s) and size(s) of Containers to the Customer's C&D job site(s) for storage of Single Material Recyclables and Single Stream Recyclable Materials, metal, Wood, sheetrock, mixed C&D and any other materials. If the job will generate Yard Trimmings from grubbing or other trimming or clearing of Yard Trimmings, Contractor has provided the appropriate type(s) and size(s) of Containers for storage and collection of Yard Trimmings.

(v) Contractor is Collecting the Recyclable Materials, Source-Separated metal, Wood, sheetrock, mixed C&D, Yard Trimmings and all other materials from the Customer's

Containers at the frequency of collection needed to adequately service the Customer.

(vi) Contractor has evaluated and provided the level of MSW Collection service (if applicable) to the job site to complement the separate Collection of Recyclable Materials, Yard Trimmings, Source-Separated Wood, metal, sheetrock and other materials. Contractor has checked back with the Customer and made at least two (2) on-site visits to determine if the initial sizing of the Containers and frequency of service is optimal for the Customer and for the size, pace and scope of the job. Contractor has recommended appropriate adjustments as needed to the Customer and has implemented all adjustments agreed to by the Customer.

(vii) Contractor has provided education and training materials to the Customer explaining (a) the requirements of the Act, (b) the operation of the WRRP and (c) specifically what materials may be placed in each of the Recycling Container(s), Yard Trimmings Containers, Source-Separated Wood, metal, sheetrock and other material Containers, mixed Construction and Demolition Debris Containers and what materials are to be placed in the MSW Container(s) (if applicable). Training of job site personnel shall include at least one on-site training for all construction employees working at the job site. If there are multiple shifts, or employees work or are present on different days, Contractor shall conduct multiple trainings until all employees have been trained. Contractor shall provide training posters and placards for the Containers showing what materials are allowed in each. Contractor shall provide training and training materials in both English and Spanish. Where a Customer has employees involved in tasks that are handling MSW and/or Divertable materials, that speak a language other than English, Contractor shall obtain a translator and conduct a training for those employees in the language they speak and provide program signage and training handouts in that language.

(viii) Contractor has made at least two (2) follow-up site visits to confirm the program is operating optimally within 2 weeks after program initiation. Contractor has responded to the Customer’s questions and to any complaints and has successfully resolved all questions and complaints.

(ix) The Diversion program(s) at the Premises of the Customer was put in place and operated continuously throughout the entire construction/demolition job.

(x) Contractor has provided the Authorized Customer Representative and the City with copies of weight tickets from all Processing Facilities used to process all Construction and Demolition Debris Collected from the site by Contractor and has completed all additional documentation, forms and paperwork required or requested by City and/or the Authorized Customer Representative in a timely manner.

(xi) The documentation submitted to City at the conclusion of the job (or if the job is being conducted in phases, at the end of each phase) verifies that the minimum Diversion of Construction and Demolition Debris required by this Section 3.9 was achieved.

(xii) Contractor has fully cooperated with City to complete the audits of all Processing Facilities used by Contractor to process Construction and Demolition Debris Collected in City as described in Attachment N.

3.10 Other Services

Contractor shall provide the following additional services at the rates set forth in Attachment D: (A) Bin wheel out service, (B) additional Container pick-up, (C) locking lids for Bins, (D) use of a key to open a locked gate or enclosure to access Containers.

3.11 City Facilities and Events Collection Services.

3.11.1 Collection Services at City Facilities.

Contractor shall provide Collection, at no cost to City, of all MSW, Recyclable Materials, Yard Trimming/Wood, Food Scraps, E-Waste, tires, Bulky Goods and metals generated at Premises owned and/or operated by the City, at the locations and at the frequencies specified on Attachment C, but in no event less than once per week. Collection shall be at a time convenient for the City. The City may direct Contractor to change frequency of collection, number and/or type of container(s) provided, or method of collection. In the event of a natural disaster, Contractor may charge the City the rates in Attachment D for collection of disaster debris.

3.11.2 Collection Services For City Operations and at City Events

Each year the City may conduct litter cleanups at any location in City, cleanups in parks and open space areas and other special cleanup events. In addition, each year the City may sponsor or co-sponsor, host or otherwise organize or designate special events, such as parades, public building dedications, conferences of public officials, art shows, music festivals, awards ceremonies, cultural events or organized recreational activities at any of the City's facilities, parks or other venues (whether or not owned by City). Contractor shall provide, at no additional cost, the necessary Containers and Collection service for Collection of MSW, Single Stream Recyclable Materials and Food Scraps for up to and including twenty (20) special events per calendar year (DPS code 2080-RC-SPE) at no additional charge. Containers provided shall be designed to minimize Contamination of materials and to maximize Diversion including clear markings and graphics showing the type of materials to be placed in each Container, and listing and/or showing what materials types constitute Contamination and are not to be placed in the Container. Containers shall be adequate in size and number for use by the general public attending each event. Contractor shall also provide larger Bins and Roll Off Boxes as needed for MSW and/or the Diversion of cardboard and large quantities of Recyclable Materials and Food Scraps. This includes provision of Bins and Roll Off Containers for pre-event set-up and post-event breakdown activities.

Within thirty (30) days of the end of each special event Contractor shall submit a report to City describing in detail the types and numbers of containers provided for MSW, Recyclable Materials, Food Scraps and any other materials, the number of Tons or pounds of each material collected, processed, Diverted or Disposed, and copies of weight tickets showing the City-approved Processing Facility(ies) where the Recyclable Materials, Food Scraps and other Diverted materials were delivered. Said report shall also include the total tons of MSW disposed from the event and the total Tons and percentage of materials Diverted by Contractor from the event.

For events in excess of the twenty (20) City sponsored, hosted, or designated events described above, and for non-City sponsored hosted, or designated events Contractor shall charge the rates in Attachment D.

If requested by a special event operator, sponsor, the City or the owner or operator of a "large venue" or "large event" (as defined in Public Resources Code Section 42648) Contractor shall attend annual or biennial meetings to discuss the types of MSW reduction, reuse and recycling programs to be implemented at "large events" and "large venues". Upon the request of a large event or large venue owner or operator, or at the request of the City, Contractor shall prepare Diversion plans for large events and diversion plans for large venues within the City. Said plans shall be prepared within sixty (60) days after each plan is requested and shall contain all the elements required to implement Public Resources Code Section 42648 *et seq.*

3.11.3 Additional Collection Services For City

Contractor shall, at no additional charge, provide Bulky Item Collection on a monthly basis to City for Bulky Items accumulated by City. City will contact Contractor to arrange for

Collection of Bulky Items from the location designated by City. The number of items included in each monthly Collection shall be unlimited, but is estimated to be fewer than five (5) items. This is in addition to the Collection services described in Section 4.10 C of the Agreement.

3.11.4 Collection of MSW, Recyclable Materials in Specified City Parks.

Contractor shall provide Collection service for MSW and Recycle Materials at the City parks listed in Attachment T-1. Contractor shall Collect at each park a minimum of three (3) times per week on weekdays, and more frequently as needed in order to ensure space is available in MSW and Recyclable Materials Containers at all times for park visitors. In addition to the three (3) or more weekday Collections, Contractor shall Collect MSW and Recyclable Materials at all parks in Attachment T-1 on each Saturday and Sunday morning prior to nine-o'clock (9:00) a.m. This is the only Collection service that Contractor is allowed to conduct on Sundays unless specifically required in another section of this Agreement or otherwise authorized in writing by the City during the Term. When performing Collection operations at City parks Contractor shall pick up loose MSW and Recyclable Materials inside each enclosure, return Containers to the enclosure, close enclosure doors or gates and leave the enclosure in a neat and clean condition.

3.12 Scout Service

Contractor shall provide Scout Service upon Customer request. Customer's Containers will be moved by a pickup truck, motorized utility cart or other similar lightweight vehicle. Contractor shall move individual Containers containing MSW, Recyclable Materials, Yard Trimmings and/or Food Scraps to a centralized location on the property for Collection by a frontloader vehicle. The Containers will then be returned to their original locations. Contractor shall provide Scout Service to Multi-family and Commercial and Business Establishments at the rates set forth in Attachment D.

SECTION 4: SPECIAL SERVICES

4.1 Bulky Goods Collection Services.

Contractor shall provide Collection services for Bulky Goods at Residential Premises, Multi-Family, and Commercial and Business Establishments in City. Customer or City may request Collection of Bulky Goods two (2) business days in advance and Collection shall occur on or before the Customer's next regularly scheduled MSW Collection day. Bulky Goods at Residential Premises shall be collected at, or reasonably near curbside, giving due consideration to circumstances of access points, vehicular and pedestrian safety and the like, in accordance with the scheduled appointment time established by Contractor, which shall in no case be earlier than 7:00 a.m. local time. Bulky Goods at Commercial and Business Establishments shall be collected from the MSW enclosure

area no earlier than 7:00 a.m. local time.

Contractor shall provide four (4) residential curbside Bulky Goods Collections per year of up to four (4) Bulky Goods items per Collection or up to twenty (20) bundles or bags of Yard Trimmings, at no charge to Single Family Residents (DPS 2070-RC-SNL).

For additional Collections of Bulky Goods from Residential Premises and for all Collections of Bulky Goods from Multi-Family Premises and Commercial and Business Establishments, Contractor shall charge the fees set forth in Attachment D. Appliances containing Freon shall not be eligible for the complementary Bulky Goods Collection service but shall be collected by Contractor as provided in Section 4.2. Contractor shall maintain records of the Customers requesting Bulky Goods Collections, the number of Collections requested by each Customer, and the number provided by Contractor. Contractor shall submit such records to the City upon request.

4.2 Collection of Appliances Containing Freon.

Contractor shall provide Collection services for appliances (DPS code 4030-SP-WHG) containing Freon (such as refrigerators) at Residential Premises and Commercial and Business Establishments in City. Customer or City may request Collection of said appliances two (2) business days in advance and Collection shall occur on or before the Customer's next regularly scheduled MSW Collection day. Appliances containing Freon shall be collected at, or reasonably near curbside, giving due consideration to circumstances of access points, vehicular and pedestrian safety and the like, and in accordance with the scheduled appointment time established by Contractor, which shall in no case be earlier than 7:00 a.m. local time. Appliances containing Freon shall be collected from the MSW enclosure areas at Commercial and Business Establishments no earlier than 7:00 a.m. local time. Contractor shall be responsible for the proper removal of the Freon from said appliances in a manner consistent with federal, state and local laws and regulations, and for Recycling the metal from said appliances. Contractor may perform this service itself, or deliver the collected appliances to a fully permitted third party for removal of the Freon and Recycling of the metal. Contractor shall charge the fees in Attachment D for this service.

4.3 Holiday Greenery Collection and Recycling.

Contractor shall collect, at curbside, Christmas trees and other holiday greenery on regular days of MSW Collection service for Residential Premises for two full weeks after December 25th of each year of the Term (DPS code 2070-RC-SNL). Contractor shall prepare a brochure or postcard informing residents of such Collection service (DPS code 5010-ED-PRN). Contractor shall submit a draft of brochure or postcard to City for review and approval by October 1 of each year of the Term. The brochure or postcard shall be prepared and mailed first-class postage, and shall be professionally designed and mailed so that residents receive the brochure or postcard not later than December 10. Residents shall be instructed on how to prepare Holiday Greenery for Recycling. Holiday Greenery

which complies with these instructions shall be delivered by Contractor to the City designated Compost Facility or other City-designated Processing Facility. Trees and greenery that have been flocked or Contaminated by tinsel shall be delivered to the City designated Disposal Facility.

Contractor shall also provide a Christmas tree and holiday greenery drop off on a minimum of two Saturdays between December 26 and January 20. Contractor shall use the site location currently approved as of the Effective Date. If during the Term of the Contract, it is necessary to change the location, Contractor shall locate a proposed site and obtain all required state and local permits for use of the drop off site, which shall be at a location approved by City. Contractor shall provide all equipment and personnel necessary to operate the drop off location in a safe, convenient and orderly manner, observing all traffic and other local laws and regulations. Contractor shall include information on the dates and times of the drop off in the brochure or postcard mailed to residents by December 10 each year. The drop off shall operate for a minimum of six (6) hours each Saturday. Christmas Trees and holiday greenery shall be delivered to the City designated Compost Facility or other City-designated Processing Facility. Trees that have been flocked or Contaminated by tinsel shall be delivered to the City designated Disposal Facility.

Contractor shall provide City a written report by February 15th showing tons of Christmas trees and holiday greenery collected at curbside and at drop off events and the Tons delivered to the Compost Facility or other City-designated Processing Facility and to the Disposal Facility. Contractor shall provide City with copies of weight tickets from the Compost Facility or other City-designated Processing Facility and from the Disposal Facility as documentation of the Tons Diverted and Disposed.

4.4 Electronic Waste and Universal Waste Collection.

Contractor shall Collect Electronic Waste that cannot legally be Disposed of in a landfill from Residential Premises in City (DPS code 9045-HH-EWA). Customer or City may request Collection of Electronic Waste two (2) business days in advance and Collection shall occur on or before the Customer's next regularly scheduled MSW Collection day. Electronic Waste from Residential Premises shall be collected at curbside, in accordance with the scheduled appointment time established by Contractor, which shall in no case be earlier than 7:00 a.m. local time. Residential Customers shall receive one free Collection of Electronic Waste per year. For additional collections, Contractor shall charge the rate set forth in Attachment D for this service.

Contractor shall Collect Electronic Waste that cannot legally be Disposed of in a landfill from Multi-Family Premises in City (DPS code 9045-HH-EWA). Customers will be instructed to request collection of Electronic Waste a minimum of seventy-two (72) hours in advance. Electronic Waste from Multi-Family Premises shall be collected from the enclosure closest to the dwelling unit of Customer. Contractor's customer service representative shall coordinate with the Customer requesting the service to note the location of the nearest enclosure. Each Multi-Family unit shall receive one free collection

of Electronic Waste per year. For additional collections, Contractor shall charge the rate set forth in Attachment D for this service.

Contractor shall collect Electronic Waste that cannot legally be Disposed of in a landfill from Commercial Premises in City (DPS code 9045-HH-EWA). Customers will be instructed to request Collection of Electronic Waste a minimum of seventy-two (72) hours in advance. Electronic Waste from Commercial Premises shall be collected from the enclosure or other designated area where Contractor customarily collects MSW for the Commercial Premises. Commercial Customers shall receive one free collection of Electronic Waste per year. For additional collections, Contractor shall charge the rates set forth in Attachment D for this service.

All Electronic Waste that is collected by Contractor shall be delivered to a fully permitted processing facility for Recycling, reuse or proper treatment, destruction and/or disposal.

For purposes of the rates in Attachment D each one of the following constitutes a single item of Electronic Waste: television, computer monitor, computer CPU, computer keyboard, computer mouse, printer, desk copier, multi-function machine (combination copier/fax/printer), VCR, DVD/CD/tape player, cellular telephone, microwave oven, iron, stereo, two (2) stereo speakers, cables, scanner, and all other corded appliances and corded devices that are not defined herein as Universal Waste.

Contractor shall collect Universal Waste that cannot legally be Disposed of in a landfill at Residential Premises in City. Customers will be instructed to request collection of Universal Waste a minimum of two (2) business days in advance and Collection shall occur on or before the Customer's next regularly scheduled MSW Collection day. Universal Waste items shall be collected directly from Customer or from a secure area agreed upon by Contractor's customer service representative and Customer. Contractor shall inform Customers that Universal Waste shall not be left at curbside. Residential Customers shall receive one (1) free collection of Universal Waste each year. For additional collections, Contractor shall charge the rates set forth in Attachment D.

Contractor shall collect Universal Waste at all Commercial and Business Establishments in City. Customers will be instructed to request collection of Universal Waste a minimum of two (2) business days in advance and Collection shall occur on or before the Customer's next regularly scheduled MSW Collection day. Universal Waste items shall be collected directly from Customer or from a secure area agreed upon by Contractor's customer service representative and Customer. If the items are placed in Customer's enclosure they shall be boxed or otherwise contained in a safe manner. Contractor shall inform Customers that Universal Waste shall not be left at curbside or in other areas open to the general public. Commercial customers shall receive one (1) free collection of Universal Waste per year. For additional collections, Contractor shall charge the rates set forth in Attachment D for this service.

All Universal Waste that is collected by Contractor shall be delivered to a fully permitted processing facility for Recycling and reuse.

For purposes of the rates in Attachment D each of the following constitutes a single item of Universal Waste:

- Up to sixty (60) common batteries (AA, AAA, C cells, D cells and button batteries)
- Up to twelve (12) fluorescent tubes, bulbs and other mercury-containing lamps (including high intensity discharge [HID], metal halide, sodium and neon bulbs)
- Up to sixty (60) thermostats containing mercury
- Up to sixty (60) electrical switches and relays containing mercury (including those from pre-1972 washing machines, sump pumps, electric space heaters, clothing irons and silent light switches)
- Up to sixty (60) pilot light sensors from gas appliances
- Up to sixty (60) mercury gauges from barometers, manometers, blood pressure and vacuum gauges
- Up to sixty (60) mercury-added novelty items such as greeting cards that play music when opened, athletic shoes with flashing lights in the soles, mercury maze games and similar items
- Up to sixty (60) mercury thermometers
- Up to sixty (60) aerosol cans that contain hazardous materials

Upon approval by the City, the collection and handling of Electronic Waste and/or Universal Waste may be subcontracted out by the Contractor. If a subcontractor is used, the charge for such service shall be clearly identified as the rates set forth in Attachment D for this service. The subcontractor shall comply with City insurance and other requirements as described in Section 11.02 and Article 11.

4.5 Household Hazardous Waste, E-Waste, & U-Waste Drop-off Events.

Contractor shall provide two (2) Household Hazardous Waste, E-Waste and U-Waste drop-off events per year for Tustin residents. The events shall be scheduled six (6) months apart and the first event shall be held during October 2019. Each event shall be held on a Saturday. Contractor shall notify all Residents of the events at least one month (30 days) prior to each event. The notice shall inform residents that they should come prepared to demonstrate that they reside in the City of Tustin by showing one of the following items: driver's license, utility bill, Contractor's bill, or other bill with the resident's name and a Tustin address. Contractor shall service all residences and no residents shall be turned away. The drop-off event will be conducted on a "first come-first served" basis. Contractor shall operate the event for a minimum of eight (8) hours each day and shall design and operate the event such that a minimum of 30 vehicles per hour dropping off materials can be processed.

Contractor shall provide all labor, equipment, safety gear, and shall obtain all required permits for each event. The event shall be held at a site located by Contractor and approved by City. Contractor shall conduct each event in compliance with all applicable federal, state and local laws. All Household Hazardous Waste, E-Waste and U-Waste

shall be sorted at the drop-off site and properly prepared and packaged for proper disposal or Recycling. Latex paint and E-Waste delivered to the event shall be Recycled.

4.6 Emergency Services

In the event of a natural disaster or other unforeseen emergency situation (e.g. earthquake, riot, or flood) Contractor shall, to the best of Contractor's ability, provide emergency services to City within four (4) hours of notification by the City. Emergency services may include, but are not limited to, loading, collecting and hauling MSW, Construction and Demolition Debris, and large items to processing facilities, landfills or stockpiles as directed by City. Contractor shall provide Collection vehicles, drivers and other personnel to City and shall be compensated directly by City for these services at the rates set forth in Attachment D.

In the event that Contractor is unable to provide emergency services or is unable to provide sufficient or timely emergency services to City, City reserves the right to contract with another solid waste enterprise or any other Person on a temporary basis to collect and transport MSW, Construction and Demolition Debris and all other materials as needed for City to protect the public health, safety and welfare.

4.7 Semi-Annual Mulch/Compost Giveaway

Each year Contractor shall provide two (2) free mulch/Compost distribution events within the City for residential Customers. The mulch product (or Compost) shall be bagged. If Compost is to be distributed, the Compost shall be laboratory tested and shall meet the U.S. Composting Council's Seal of Testing Assurance standards. If mulch is to be distributed, it shall be laboratory tested to ensure it is free from hazardous materials and meets EPA, CalRecycle and Regional Water Quality Control Board standards for pesticides, metals, pathogens and other contaminants. City will provide a distribution site for the events. Laboratory test results of the product(s) to be distributed shall be submitted to City a minimum of fifteen (15) days prior to each distribution event. The site plan, layout, dates and times will be as mutually agreed upon by City and Contractor. Each distribution event shall last for a minimum of three (3) hours and shall be held on a weekend day. A maximum of two (2) bags of mulch or compost shall be provided to each resident.

4.8 Sharps Collection and Management Program.

Contractor shall provide a complementary collection and management program for sharps (needles, lancets, etc.) to all residents of Tustin. The program may be provided directly by Contractor and/or through a City-approved subcontractor. If a subcontractor is used, the subcontractor shall comply with City insurance and other requirements as described in Section 11.02 and Article 11. Contractor shall distribute state and federally approved sharps containers to all residents requesting sharps disposal. Contractor shall also provide such containers to any residents found improperly disposing of sharps in

MSW, Recyclable Materials, Food Scraps or other materials placed for collection by Contractor. Contractor shall collect the sharps containers on an on-call basis from Residential and Multi-Family customers upon request, and shall provide a new sharps container to each resident to replace the used container collected by Contractor. Contractor shall collect the sharps from customer's porch, breezeway, or other covered or enclosed location, or from customer directly. (In the case of a Multi-Family complex sharps shall be collected from the Management Office or as directed by the Manager.) Contractor shall instruct customers not to place sharps containers at curbside or in Multi-Family enclosures for collection. Contractor shall properly dispose of collected sharps as required by local, state and federal regulations. Contractor shall provide public education materials to all residents about the sharps program and the availability of sharps containers at least one time annually via a postcard, brochure or other direct mailing. Contractor shall also advertise the program on its web site.

In lieu of, or in addition to, on-call sharps collection, Contractor may provide residents with a pre-paid mail-in box or other appropriate package for mailing their sharps container to a state and federally permitted and licensed facility for proper sharps disposal. In such event, Contractor shall deliver, or arrange to have delivered, a new sharps container and prepaid mail-in box or other appropriate packaging to the resident mailing in the used sharps container. Contractor shall provide an annual report to City on the number of sharps containers distributed, the number of sharps collections conducted, and the number of sharps pre-paid mailer kits distributed to residents.

SECTION 5: PUBLIC INFORMATION AND CONSUMER EDUCATION.

5.1 General.

Contractor acknowledges that comprehensive, accurate information and consumer education are essential elements of the City's efforts to comply with the requirements of the Act. Contractor shall implement a public information and consumer education program that is consistent with City's goals. Contractor shall, at every reasonable opportunity, work to: familiarize residents, businesses, Property Managers, institutional representatives and other Persons with essential Source Reduction and Recycling concepts and activities; explain benefits of Recycling, Source Reduction, Food Scrap Collection and Diversion, Composting and other forms of diverting MSW; provide data on Diversion activities in City which are coordinated or provided by Contractor; fully and clearly explain services and programs available to residents, businesses and institutions; publicize materials to be collected for Recycling; diligently pursue expanding markets such that new items, formerly disposed at landfills, become Recyclable Materials and respond to questions or requests for information from residents, businesses, Property Managers, institutional representatives and other Persons. The content of all written materials to be distributed shall be subject to review and approval of City in advance of dissemination.

5.2 Notice to Residents.

Contractor shall, during the month of July of each year, notify each Residential Premises Customer of the opportunity to participate, at no additional charge, in the curbside Recycling program, how to obtain a Container or additional Containers if already participating, how to replace a lost, stolen or damaged Container, the benefits of Recycling to the community, and other information as may be appropriate. Contractor shall submit to City by May 1 of each year a notice to City for review and approval. All costs associated with the preparation of a professional, well formatted and designed notice, as a pamphlet or brochure, costs of printing, labeling and mailing (first class postage) shall be borne by Contractor.

5.3 Notice to HOAs and Property Managers.

Contractor shall, during the month of October of each year, notify each HOA and Property Manager of any Multi-family Residential Premises, mobile home park and gated development of each method of Recycling available to its residents. This notice shall include the following: (A) provision of a Bin or Bins in a central location, such as a work yard, for drop-off of Recyclable Materials; (B) community drop-offs available for use by residents; and (C) other available methods.

Contractor shall submit by August 1 of each year a draft notice to City for review and approval. All costs associated with the preparation of a professional, well formatted and designed notice, as a pamphlet or brochure, costs of printing, labeling and mailing (first class postage) shall be borne by the Contractor.

One of the Contractor's two Recycling Coordinators will meet with every Property Manager of Multi-family Premises at least twice per year and attend Multi-family related community meetings as requested by Property Managers. The Contractor shall develop and provide the City with the Collection plan for all new Multi-family complexes prior to commencement of service. Contractor shall provide literature and educational materials, and communicate directly and in-person with participating complexes, and alert property or on-site managers where Contamination issues arise.

5.4 Billing Inserts, Coupons; Website.

Contractor shall use bill inserts to advertise Recycling and Diversion programs, special services, and special Recycling-related events. Contractor shall make public education materials available to City for placement on the City website, and for distribution at City designated special events. Contractor shall pay for advertising, development and printing of education materials for the programs as defined by City (all 5000 series of DPS codes).

5.3 Brochure for Commercial and Business Establishments.

Annually, at Contractor's sole expense, the Contractor shall prepare a professional, well-formatted and designed brochure for Commercial and Business Establishments that describes, at a minimum, the services available, a complete list of current collection rates for all services, benefits and cost savings that may result from participation in Recycling programs, availability of technical assistance from Contractor or other Recycling companies and Persons (DPS code 5020-ED-PRN). Contractor shall submit to City for review and approval the brochure not later than ninety (90) days after the beginning of the Term. (i.e. on or before July 1, 2019) and on or before July 1 of each year of the Term. Contractor shall distribute the brochure by a first class postage mailing or in-person. The Contractor is responsible for reporting to City the results of phone and in-person contacts on an annual basis.

5.4 Non-Bill Mailing Lists.

The Contractor shall create and maintain a mailing list of all accounts that are not directly billed, so called "non-bill" Customers. The Contractor may elect to utilize the services of a direct mailing service for these "non-bill" Customers. Examples of non-bill Customers are apartments, mobile homes, condominiums, assisted living facilities, and other lease term/tenant situations such as a business park or strip mall. The mailing list shall be updated on an annual basis at a minimum and shall identify the number of non-bill Customers who are "on service" through a central billing or property owner/Property Manager. The programs requiring an annual mailing to non-bill Customers will include all

Diversion programs plus special Recycling services such as Collection of Holiday Greenery.

5.5 Procedure For Observation and Issuance of Contamination Notices to Customers.

Attachment N requires that Contractor's Recycling Coordinators conduct Contamination audits as described therein. In addition to the Contamination audits, if a driver on a route observes Contamination in Containers placed out for Collection and/or in Customer enclosures, Contractor shall instruct drivers to take the following actions:

(A) If Contamination exceeds the thresholds described herein, driver shall immediately take pictures of loads exceeding the Contamination limits and immediately transmit the photos to the Recycling Coordinators and the Route Manager/Supervisor (or designated individual) and to the Customer as described below. In the absence of both Recycling Coordinators the driver shall transmit the information to the City Liaison and the Route Manager/Supervisor (or designated individual). The Recycling Coordinators (or City Liaison) shall immediately contact the driver and the driver's Route Manager/Supervisor (or designated individual) via cell phone, radio or equivalent, to discuss and determine whether or not the Container should be collected.

(B) If the decision is not to collect the Container, the driver shall leave a hang-tag on the container explaining the type(s) of Contamination observed and the reason for non-collection. The tag shall include the direct dial telephone number for the Recycling Coordinator(s) (or City Liaison) for the Customer to contact regarding the problem.

(C) Contractor shall work with the City, the Recycling Coordinators and the on-site Property Manager or other Authorized Customer Representative to reduce Contamination at the subject location.

Contractor shall adjust driver productivity requirements and metrics to encourage the identification of Contamination in Containers and in no way shall drivers be penalized for taking adequate time to follow the above-described procedures.

In addition, Contractor shall record Contamination incidents on Customer accounts to include date of incident, record of picture taken, and type of Contamination. If Contractor is using a paper-based system, Contractor shall send the Customer a letter or e-mail explaining the actions taken and the reasons for the actions stating the date and nature of the Contamination and shall include a copy of the picture(s). Contractor shall send a copy of said letter and picture(s) to the City at the same time the letter is sent or delivered to the Customer. The City and the Recycling Coordinators will work with the Customer to provide education and training regarding the Contamination issue.

If Contractor utilizes an electronic-based system with a driver-issued iPad, tablet or equivalent, the Contractor shall configure the electronic-based system such that an electronic notification (e.g. a "push notification") is sent to Contractor's dispatcher(s),

Recycling Coordinators and to the Customer (if Customer has subscribed to electronic notification service) in “real time”, within one (1) hour of the observation. The records of such notifications will be maintained for a period of one (1) year in a cloud-based system accessible to the City, and shall be configured such that follow-up actions by Recycling Coordinators are tracked until Customer is in compliance with the Contamination limits and/or any billing disagreement(s) have been resolved.

The following Contamination thresholds apply to Residential, Commercial and Business Establishments, Gated Developments, HOA’s, mobile home parks and Multi-family complexes: ten percent (10%) in Recyclable Materials Containers, ten percent (10%) in Food Scrap or Yard Trimmings/Wood Containers, and/or twenty percent (20%) in MSW Containers.

The following table lists the Diversion program material streams to be collected. This list includes items to be accepted in each Diversion program and items that are considered Contamination in each Diversion program. The City may modify this list at any time during the Term of the Agreement.

Diversion Program Material Streams and Contaminants

Diversion Program Material Stream	Acceptable Materials	Unacceptable Materials (Contamination)
Single Stream Recyclable Materials	Newspaper, phone books, catalogs, magazines, brown paper bags, packaging, egg cartons, white paper, colored paper, envelopes (windows are not Contamination), junk mail, glossy paper, shredded paper, carbonless paper, chipboard/boxboard, cardboard, wrapping paper, empty aluminum cans, empty tin cans, juice containers, beer containers, sauce containers, soda cans, tuna cans, soup cans, loose jar lids, empty aerosol, empty glass beverage containers, empty glass food containers, all glass colors, empty CRV and non-CRV plastic containers, trays and bottles #1 through #7, soft cover	Paper tissues, paper towels, paper with plastic coating (i.e. photographs, label paper), paper with food, waxed paper, foil lined paper, Tyvex (non-tearing) envelopes, non-paper bags, plastic liners (i.e. cereal bags), windows, mirrors, dishware, ceramics, light bulbs, fluorescent tubes, wood furniture, Styrofoam, MSW, Hazardous Waste, hard cover books/manuals, pyrex materials, fiberglass materials, bubble wrap, tarps, textiles, clothes, shoes, E-Waste, U-Waste and small manufactured goods (e.g. purses, handbags and backpacks)

	books/manuals, milk/juice cartons, plastic toys, plastic irrigation or PVC pipe, rigid plastic sheets or panels, empty plastic buckets and baskets, empty plastic flower pots, plastic crates and carts	
Yard Trimmings	Loose green material from the yard, grass clippings, leaves, weeds, tree prunings, bush pruning's, plant material, vineyard clippings, tree trunks/stumps/branches 3" or less in diameter	Rocks, dirt, plastic bags, MSW, Single-Stream Recyclables, pet waste, Hazardous Waste, tree trunks/stumps/branches greater than 6" in diameter
Wood	Non-treated wood, stained wood, wood with nails, wood with small metal items, tree trunks/stumps/branches (free from leaf and brush material)	Painted wood, lacquered wood, creosote treated wood, railroad ties, telephone poles, excessive nails, large metal items, Hazardous Waste
Food Scraps	All food, fruits, vegetables, meat and bones, poultry, seafood, shellfish, dairy products, cheese, eggs and eggshells, rice, beans, bread, pasta, coffee grounds, and plate scrapings of these materials. In the event City directs that food-soiled paper products be included, add: food soiled paper towels, tissue products, paper napkins, paper plates and cups, coffee filters, tea bags, waxed paper, butcher paper, BPI-certified compostable utensils, single use PLA cups, single serve coffee brewing cups and other plant-based utensils; paper	Glass, plastics, metal, plastic wrap, silverware, plates, cups, glasses, diapers, MSW, Single Stream Recyclable Materials, food processing liquids, Hazardous Waste (including chlorine, bleaches, ammonia, other cleaning products) rocks, dirt, pet waste. Food soiled paper does not include polystyrene, plastic-backed paper, blue-line paper or blueprints, kitty litter, any paper containing plastics aluminum foil or foil-lined food wrap.

	take-out boxes and containers, greasy pizza boxes, paper bags and cardboard and wax-coated cardboard produce boxes;	
Concrete **(C&D Program)**	Clean concrete, concrete with rebar, asphalt not exceeding 5% of incoming load by weight, bricks, ceramic tiles, baselite blocks, concrete roof tiles, concrete pipe without asbestos.	MSW, all other non-concrete materials (such as stucco), Hazardous Waste (including concrete pipe with asbestos), asphalt exceeding 5% of incoming load by weight
Asphalt **(C&D Program)**	Clean broken asphalt pavement with dirt not exceeding 5% of incoming load by weight	MSW, all other non-asphalt materials, Hazardous Waste, dirt exceeding 5% of incoming load by weight
Metal **(C&D Program)**	Ferrous metal, non-ferrous metal	Items less than 90% metal, fluids, Hazardous Waste, MSW
Dry Wall **(C&D Program)**	Clean dry wall (gypsum)	MSW, all other non-dry-wall materials such as stucco, Hazardous Waste.
Cardboard **(Single Stream and Single Material Recycling Programs)**	Clean cardboard, chipboard	Waxed cardboard, MSW, all non-cardboard items, Hazardous Waste
Mixed Construction and Demolition Debris	All concrete materials, all metal materials, all Wood materials, all cardboard materials, film plastics, all Yard Trimmings materials, drywall, dirt, soil, asphalt	MSW, all Food Scraps, Hazardous Waste

5.6 Website.

Contractor shall create and maintain a website with information on all of the City's solid

waste and Recycling programs (DPS code 5000-ED-ELC). The Website shall clearly identify the representative of Contractor (e.g. the two Recycling Coordinators or other Person(s)) that Customers can call for additional information or to subscribe to any of the Recycling services. The telephone numbers and e-mail addresses for said Persons shall be clearly displayed on the Website. Contractor shall permit the City to establish a link from the City's website to the Contractor's website for the above-listed information.

5.7 Seminars, Workshops, Presentations, Meetings.

Contractor shall ensure the attendance of qualified and knowledgeable employees of Contractor, on an as-requested basis, at local seminars, workshops, presentations, meetings and the like, to provide information or discuss matters related to solid waste management and Recycling (DPS Code 5020-ED-OUT).

Request for Proposals for the City of Tustin

PROPOSAL FORM 13
IMPLEMENTATION PLAN

An incumbent service provider could assume an implementation plan is just a continuation of what they have been doing. CR&R does not make any such assumptions with its City of Tustin implementation plan. We truly understand that the City of Tustin has initiated an innovative approach to drive compliance with State of California legislation, and we have taken a fresh and new view of how we approach implementation.

Throughout its operating history, CR&R has had extensive experience with the development and implementation of various refuse, recycling and green waste collection programs. CR&R has successfully transitioned services in twelve municipalities over the last ten years. In all cases we take a holistic approach to introduce new programs to the communities which has provided a template to use to collaborate with the City of Tustin to implement programs that shape behaviors and highlight the necessary link between education, waste prevention, and reduction activities. We deliberately set out to engage the community and City Staff in an effort to provide a transparent and smooth process by which we were able to achieve our mutual goals. We expect each step of our transition plan to be reviewed by City Staff prior to its implementation in order to eliminate surprises and encourage full transparency. We feel that Customer Service, Safety and providing local jobs are the keys to a successful and efficient solid waste and recycling program in the City of Tustin. As a leading service provider, quality customer service has always been at the forefront of our business plans. This vision is shared with Tustin's core strategy to continue to implement comprehensive customer service training coupled with new technology to provide exceptional service.

Another key aspect of our proposal is our unmatched team of professionals that will be charged with implementing the Public Education and Outreach components. We understand that public education and outreach play a critical role in the success new recycling programs. In the past few years we have been involved in a number of municipal service transitions and we know that our recent experience will play a key role in the success of our proposed public education campaigns.

CR&R's route auditing procedure as proven in the City of Tustin, will audit 2% of the households annually and tag carts identifying added recyclables in the trash cart for further education for the residents. CR&R will also audit both the recycling cart and the yard waste or organics cart to ensure contamination levels are kept to a minimum. Extensive outreach will occur prior to and with the delivery of the containers to promote the importance of keeping recyclables segregated from non-recyclables. The announcement of the award of contract with increased service with new customers carts combined with the education will support a higher diversion on the residential waste stream.

Through public outreach, we will strive to provide our residential, commercial and multi-family customers with specific programs targeted to their particular needs and challenges. Our current staff has extensive knowledge of accounts and with the addition of two full time dedicated Recycling Coordinators we will continue to work on specific areas of opportunity in an effort to reach all of our customers using the latest techniques available for successful program implementation. Our outreach toolbox includes a variety of items available such as newsletters, billing inserts, print advertisement, visual posters, informative website pages, and other custom-tailored materials along with face-to-face customer contact by our team of recycling professionals. CR&R's website has a section dedicated to the City of Tustin. This section along with our social media pages will play a key role in CR&R's future outreach efforts.

Vehicles

CR&R will provide new vehicles as required for residential and commercial collection services. Through our existing supplier relationships, CR&R will begin to procure the vehicles required upon award of contract and have them ready upon service commencement. CR&R's new vehicles will be received painted and branded from the manufacturer. All licensing requirements and final inspections will be completed by early March shortly after the vehicles are received.

All proposed new vehicles will be alternative fuel and fully compliant with AQMD regulations. CR&R's new vehicles will be fueled nightly at our Garden Grove facility using our slow fueling system. We also have a fast fuel system available if necessary.

Procurement of Personnel

CR&R has the advantage of having experience and knowledgeable drivers, customer service, and management staff in place. Any new applicants seeking employment with CR&R would be scheduled for an interview conducted by our Human Resources Manager, Corporate Recruiter, and Operations Manager. Applicants successfully completing the interview process would be required to undergo a pre-placement physical examination, background investigation, and drug screening at the Company's designated facilities.

Regardless of prior employment, all new employees attend an extensive and thorough company orientation. A training session with the Fleet Maintenance Manager is performed to acquaint the new employee with the specific handling of the equipment and how to properly perform the daily Pre-Trip Inspection and Vehicle Condition Report. New employees are hired on a three-month probationary period. During this probationary period, a route manager monitors the driver's skills necessary to perform the assigned job responsibilities and adherence to the company's stringent safety practices.

After successful completion of the probationary period, the employee is placed on their designated route. The route managers continually monitor the performance of all drivers. All of the CR&R operations and office personnel are continually trained in safety and professional conduct while performing their assigned duties.

The position of City Liaison to work exclusively with the City of Tustin will be filled by Christina Ochoa. Ms. Ochoa is currently the Recycling Coordinator for the City of Tustin and has built strong relationships with the City, Consultants, and the customer. The two (2) positions of Recycling Coordinators to work exclusively with the City of Tustin will be advertised and staffed

prior to April 1, 2019. Ms. Maria Lazaruk, a longtime resident of the City of Tustin, is our Senior Sustainability Manager and will take personal responsibility for recycling activities and contract diversion requirements for the City of Tustin. Recycling Coordinators receive extensive training on our customer relationship database, city specific programs and goals, and will report directly to the City Liaison.

Our focus will be to hire environmentally minded Sales People who are passionate about attaining recycling accounts for a goal of diversion over disposal.

Determination of Routes

CR&R will perform residential collection services on a five day work schedule for the City of Tustin. Multi-family residential bin scheduling will continue on a six-day per week basis. If a day change is necessary for a bin customer, we will visit with the affected customer to gain acceptance with the customer and then receive final approved from the City prior to implementation.

Each collection route will be determined through the use of a computerized grid system and listed sequentially. This system allows CR&R's field operations to provide maximum efficiency with a minimal amount of collection vehicles on surface streets. CR&R drivers are trained to respond to instances of significant traffic congestion and other emergency conditions and to inform our dispatch of such circumstances. Dispatchers will then accordingly modify any collection route in order to maintain uninterrupted service to our customers. Every effort will be made to either not change a residential route day or minimize route day changes based upon our optimum routing as well as taking into account the new startups anticipated with current and future construction projects.

All of CR&R's collection routes are continually reviewed with any daily changes in routing performed by the designated Route Manager and approved by the Operations Manager.

CR&R maintains detailed Operational and Customer Service policies and procedures. Because of its long history in providing dependable and high quality solid waste management services, CR&R has developed systems and controls to accommodate the changing needs of all cities that CR&R serves.

Implementation Schedule

CR&R has prepared a full implementation timeline referenced as our Plan of Action ("POA") schedule at the end of this Section based on the initial schedule identified in the of RFP. Plans for an April 1, 2019 start date will not be a problem with CR&R, with all plans and programs implemented prior to the start date.

CR&R has a strong, long-standing relationship with the manufacturers of automated carts and vehicles for use in the City. Through these relationships, CR&R will have the new carts and new vehicles needed to provide service in the City within the time frame established in the schedule.

Processing, Transportation and Disposal

CR&R offers the City of Tustin one of the most comprehensive Solid Waste infrastructures in all of Southern California. Our commitment to managing the waste streams we collect has been an on-going evolution over the past 50 years of our existence. Since we are a diversion based company, our primary focus has been and continues to be on minimizing the amount of materials that we transport to our local landfills. This is a significant differentiation from most of our larger competitors who own and operate local landfills. Their goal is to provide more volumes to their landfills while our goals are centered on providing more volumes to our recycling facilities. We feel that this distinction is more aligned with our Clients goals as well.

CR&R's facilities to be used are listed in forms 15 through 19. All recyclables, yard trimmings, food scraps, and C&D materials will be collected and transported to the appropriate facility. CR&R has developed many of these facilities over the past 50 years in order to provide all of

our Los Angeles, Riverside, San Bernardino, Imperial, and Orange County municipalities with both primary and secondary options for their solid waste diversion needs. CR&R has the resources available to provide the most effective methods of collection, transportation, and processing of materials to ensure the City of Tustin's diversion goals are met.

Customer Billing

CR&R has extensive experience integrating customer information into its computer database and expects to be able to do so seamlessly for the City of Tustin. We have a state-of-the-art computer program specially designed to meet the specific needs of the company's customers and the cities we serve. Our computer program allows ease of operation by Customer Service Representatives and operations personnel. The system provides access to a multitude of information as it relates to CR&R's service. This program allows Customer Service Representatives and operations personnel to respond quickly to requests for service, promptly resolve complaints and address any concerns in each city in a timely manner.

With all customers, CR&R keeps an internal billing database of each customer in order to maintain the account for ancillary services and other information needed to provide World Class Customer service to each and every customer in the City.

The general information available in the tracking system includes, but is not limited to:

- Name, account number, service address, and billing location of each account.
- Service notes pertaining to specifics of the customer account, including the time and date of phone calls, items discussed during the phone conversations and the Customer Service Representative that responded to each call.
- Dates of bulky-item pick-ups, missed pickups, courtesy pickups, and types of violations.
- Contamination and overflow tags.
- Container identification numbers linked to the service address where the container was assigned.
- Customer billing history, type of service, and scheduled collection days.

CR&R has the ability to create detailed reports using the above information with the ability to sort by date, route, container size, violation, type of service, street name, driver name, etc. This data is readily accessible and is made available upon request by CR&R's contracted cities. To protect this information from loss or corruption, at the end of each day the data is updated onto a back-up system and stored off-site.

Deployment of New Carts, Bins, Roll-Off Boxes and Compactors

CR&R will take delivery of all containers at the Garden Grove distribution center. Delivery vehicles will distribute carts by neighborhood.

As CR&R has extensive experience in past conversions in cities of similar size, the delivery and removal process can be accomplished according to our implementation plan prior to April 1, 2019.

Delivery of multi-family residential and commercial business bins and roll-off boxes will also be accomplished prior to April 1, 2019 using a combination of CR&R and manufacturer delivery vehicles. In addition, all compacter units within the City will be inspected.

Preparation of Public Education Materials

Public education will be an integral component to the success of the new recycling programs and CR&R acknowledges the public education responsibilities as outlined in the agreement, Attachment B, section 5.1. In addition, CR&R recognizes the city's desire to meet the recycling mandates as described in AB 341, AB 1826 and SB 1383. We support all efforts to engage the community in sustainable environmental practices and will collaborate with the City to incorporate environmental campaign messaging in public education pieces.

PROPOSAL FORM 13
IMPLEMENTATION PLAN

CR&R has developed a multifaceted plan to be conducted in two phases. Phase one will begin prior to the first collection under our new agreement and will focus on introducing the new recycling programs and additional service enhancements to the public. The second phase will coincide with the implementation of our services and provide ongoing promotion of the programs. Following the transition, via educational and public outreach programs, CR&R will continue to keep Tustin residents and businesses informed about new services, laws, and advancements.

CR&R will arrange a meeting with designated City Staff and key members of the transition team following the award of this franchise agreement. Together we will review and customize the informational material for distribution and create anticipated schedules for introduction to residents and business. Each item will be customized to uniquely represent Tustin and emphasize our service commitment to the community.

CR&R has a successful history of providing smooth and seamless service transitions for the jurisdictions we presently service. In the City of Tustin, we will plan to employ a combination of the following public education transition methods that have been successful in other communities and conforming to the responsibilities outlined in the agreement in order to inform the community of the upcoming changes to their solid waste and recycling services. This plan can be tailored as necessary to accommodate the needs of the community and implementation timeline.

Phase I – Introduction

- CR&R will draft an initial mailing letter introducing the transition and programs to the residents and businesses.
- CR&R will prepare a colorful mailer explaining the various programs and the different options available; such as cart sizes and quantity options.
- A detailed brochure will be delivered to the resident which describes the various services and types of materials to be recycled. Brochures will also be made available to residents

and businesses throughout the agreement term and placed at designated community locations such as City Hall and other City facilities.

- The City of Tustin currently has a separate page on CR&Rs website which outlines our services. CR&R will ensure any updates relating to the new franchise agreement will be implemented for Tustin. Our IT group can also work with the City to provide a link from the City's website to our website.
- CR&R will also use social media platforms to reach the large audience of Single Family residents and educate them on the importance of recycling and how to properly sort recyclables.
- If available, CR&R can work with the local cable provider in order to provide a Public Service Announcement outlining future services as well as our contact information.
- In addition, CR&R plans on sending a letter to AB 341 and AB 1826 non-compliant accounts 90 days prior to the transition period to incentivize customers to add cost saving recycling programs. This letter will advise customers of the environmental and cost benefits associated with the addition of a recycling program and it will also outline the appropriate laws.
- Upon completion of these tasks, CR&R executes the second phase of the community education process.

Phase II – On-going Education

Once CR&R transitions the services from the City, CR&R will continue to implement a full range of public relations strategies to encourage participation in both the residential and commercial integrated waste management programs. Upon completion of our initial meeting with the City Staff, several alternatives will be outlined to promote solid waste collection, green waste and recycling activities.

Press releases, advertising, media interviews, feature articles, and letters to the editor, as well as public service announcements and the use of public access television are some of the tools CR&R enlists in its communications campaign. These avenues of information have proven

successful to CR&R in the past and will play an integral part in the success of each program in the City of Tustin.

CR&R also provides a wide array of materials in both English and Spanish. These materials are used as handouts at speaking engagements, special events, or placed in public information areas within the city. We also employ a number of bilingual Customer Service Representatives which can help answer questions and provide information to our diverse customer base. Additionally, Christina Ochoa will serve as City Liaison and is bilingual and will be able to work with customers who may require a consultation in Spanish.

CR&R will provide a quarterly Recycle News publication containing information about environmental programs, upcoming events, and water quality items. This may be inserted into the quarterly residential billing. In addition, we provide multi-family customers with the same publication through their Property Management for reproduction as needed. The material may be provided in PDF format for reproduction into community newsletters. Business recycling guides are also provided to customers to encourage participation in a source separated recycling program.

At the end of this proposal there are several samples of the custom educational materials currently being provided for our customers in Tustin and other cities.

On-going education items:

- CR&R's primary goal will be to ensure all commercial and multi-family customers are in compliance with AB 341, AB 1826, and SB 1383. We plan to follow-up with all non-compliant customers who did not initially start a recycling program during the transition period and continuously encourage expansion of current recycling programs where available.
- In addition to these public education avenues, CR&R will continuously work towards engaging and educating the public through community and social media outreach.

- Corrective Action "Red-Tag" Notices – notification system for use when inappropriate items are placed out for collection or placed in an inappropriate container.
- Newsletters distributed as bill inserts.
- Support of articles and press releases for City publications.
- Website – information about "Reduce, Reuse, Recycle", recycling guidelines, holiday schedules, Sharps information, proper HHW disposal and other helpful information.

Community Outreach

CR&R's team of professionals plays a key role in promoting the integrated waste management programs within the cities it serves by actively involving themselves in the activities and fund-raising needs of the community.

Community involvement has always been an important part of CR&R's commitment to the cities it serves. This is accomplished in several ways such as attendance and participation in key organizations and special events within the community. Examples of these events and organizations include:

- Tustin Chamber of Commerce Pillar Sponsor
- Tustin Community Foundation Sponsor
- Exchange Club of Tustin Sponsor
- Tustin Boys and Girls Club
- Operation Warm Wishes
- Orange County Rescue Mission
- Veterans Housing Projects
- State of the City Address
- Tustin Hangar Half Marathon
- Mayor's Business Recognition Luncheon
- Compost giveaways
- HHW Collection Events
- Totally Tustin

- Tustin Chili Cook-off Tustin Historical Society
- Monetary contributions in support of worthy local causes
- Promotion of activities in the schools, such as science fairs, principal for a day, scholarship fundraising, and special assemblies
- Board and committee participation on local Chamber of Commerce

CR&R recognizes that public outreach and education is ongoing and we are committed to updating information as necessary to promote program participation and conform to the requirements of the agreement.

Status Meetings with the City

CR&R will arrange a meeting with the designated City Staff and CR&R's City Liaison (1 full time employee), Recycling Coordinators (2 full time employees in the field), Recycling Supervisor for Tustin (1 full/part time employee), Senior Sustainability Manager, and operations staff at least seven to eight weeks before the implementation of all new residential or commercial integrated waste management and recycling programs. Together we will review the developed informational material, the anticipated delivery schedules, as well as any concerns that may be anticipated for the start-up.

On-going and no later than seven weeks before the implementation of any new residential and commercial integrated waste management program, CR&R will arrange a meeting with the designated City staff and CR&R's Transition Team. Together we review the draft informational material, finalize and present to the residents and businesses.

CR&R also plans on holding monthly meetings with City Staff for at least the first six (6) months after the transition period to review recycling programs, diversion goals, and any issues that arise.

Request for Proposals for the City of Tustin

PROPOSAL FORM 13
IMPLEMENTATION PLAN

CR&R has a long successful history in providing smooth and seamless transitions of service for all the jurisdictions we presently service. Some of the selected methods we have used to accomplish these transitions are as follows:

- A letter from the Mayor or designated city person introducing the transition and new programs to the commercial customers.
- A commercial and multi-family mailer explaining the program and discussing the different options available; such as container sizes, recycling options, diversion needs, etc.
- An 8 1/2" by 14" quad-fold information brochure which describes the service and types of materials to be recycled will be mailed to each residential account.

Once the containers have been delivered and/or replaced, CR&R will execute a full range of public relations strategies to encourage increased participation in both the residential and commercial integrated waste management programs. Upon completion of our initial meeting with the City Staff, several strategies to promote solid waste collection, organic waste and recycling activities will be outlined.

Press releases, advertising, media interviews, feature articles, and letters to the editor, and the use of online media outlets are some of the tools CR&R enlists in its media campaign. These avenues of information have proven successful to CR&R and will play an integral role in the success of the program in the City of Tustin.

Community involvement has always been and will always be an integral part of CR&R's commitment to the cities we serve. We accomplish this in several ways:

- Attendance and participation in special events within the community
- Attendance at public forums and workshops
- Serving on local committees or task forces
- Board and committee participation on local Chambers of Commerce
- Presentations to local apartment managers T.E.A.M., HOA's, community groups, organizations and community centers

- Monetary contributions in support of worthy local causes

Our team of professionals plays a key role in promoting the integrated waste management programs of the cities we serve by actively involving themselves in the activities and fund-raising needs of the community.

Upon award of the City contract, CR&R will begin implementation of its proven procedures to achieve a smooth transition of service for the residents and businesses in the City of Tustin.

Request for Proposals for the City of Tustin

PROPOSAL FORM 13
IMPLEMENTATION PLAN

Program and Tasks	Agency Responsible	Weeks of Years 2018-2019																																							
		Aug	Aug	Sept	Sept	Sept	Sept	Oct	Oct	Oct	Oct	Oct	Nov	Nov	Nov	Nov	Dec	Dec	Dec	Dec	Jan	Jan	Jan	Jan	Jan	Feb	Feb	Feb	Feb	Mar	Mar	Mar	Mar	Apr	Apr	Apr	Apr	Apr	May	May	May	May
		21st	28th	4th	11th	18th	25th	2nd	9th	16th	23rd	30th	6th	13th	20th	28th	4th	11th	18th	25th	1st	8th	15th	22nd	29th	5th	12th	19th	26th	5th	12th	19th	26th	2nd	9th	16th	23rd	30th	7th	14th	21st	28th
Franchise Approval	City	X																																							
Developmental Start-Up																																									
Submission of One-time RFP Payment to City	CR&R		X																																						
Hire 2 Recycling Coordinators	CR&R			X																				X																	
CR&R Internal Departmental Meetings	CR&R		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
1. Asset Purchases																																									
Vehicles Ordered & Received	CR&R	X																											X												
New Residential Containers Ordered & Received	CR&R																				X								X												
New Commercial Bins Ordered and Received	CR&R																					X							X	X											
Decal Bins	CR&R																															X	X								
Establish Local Operating Procedures	CR&R				X	X	X																																		
2. Brochures and Outreach																																									
Announcement Letter	CR&R																							X	X																
Letter from CR&R Outlining Rates and Services to Customers	City																							X	X																
Newsletter for First Billing Prepared and Reviewed by City	CR&R														X										X	X															
Tustin Newsletter Article	City																																	X							
Develop Commercial Recycling Brochure	CR&R																				X	X																			
City Review and Approvals of Brochures	City																									X															
Mailer and Service Brochure sent to customers	CR&R																																X	X							
Multi-family Letter Outlining Programs	CR&R																							X	X																
AB 341 & AB 1826 Non-Compliant Transition Letter Mailed	CR&R																									X													X	X	X	X
Community Workshops	CR&R																																		X	X	X	X	X	X	X	X
Compost Give-a-way Event	CR&R																																						X			
HHW Collection Event	CR&R																																									X
Chamber of Commerce Interaction	CR&R & City	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
3. Customer Information																																									
Route Sheets Reviewed and Revised	CR&R																									X				X				X							
Customer Data Base Updated with New Route #'s	CR&R							X																		X				X				X							
Confirm Services for City Events and Past Experiences/Needs	CR&R																																	X	X	X	X				
4. Start-Up																																									
Assess Temporary Bin Customers and provide Proposals	CR&R																													X	X	X	X	X	X	X	X	X	X	X	X	X
Establish Permits for HHW U-Waste Collections	CR&R																							X	X																
New Commercial Bin Delivered	CR&R																													X	X	X	X								
New Residential Carts Delivered	CR&R																															X	X								
Trouble Shoot and Cart Change outs	CR&R																																				X	X			
Commence Phase 1 Recycling Implementation	CR&R																																	X	X	X	X	X	X	X	X	X
In Field and In-office Extra Personnel	CR&R																																			X						
Commence Service	CR&R																																	X							

Instructions: Please fill out the assumptions used to develop proposed rates as listed in Tables 1 - 4 below. Failure to provide the requested assumption data will be counted against proposers in the RFP evaluation.

Table 1: Residential Assumptions

Enter cost assumptions into yellow shaded area below							
Residential Curbside MSW - Lbs. per Cubic Yard	56	lbs. per cubic yard =			0.28	lbs. per gallon	
Residential Curbside Recycling - Lbs. Cubic Yard	34	lbs. per cubic yard =			0.17	lbs. per gallon	
Residential Curbside Yard Trimmings Only - Lbs. per Cubic Yard	110	lbs. per cubic yard =			0.54	lbs. per gallon	
Residential Curbside Food Scraps Only - Lbs. per Cubic Yard	250	lbs. per cubic yard =			1.24	lbs. per gallon	
Residential Curbside Co-collected Yard Trimmings and Food Scraps - Lbs. per Cubic Yard	125	lbs. per cubic yard =			0.62	lbs. per gallon	
Residential Curbside MSW without Food Scraps - Lbs. per Cubic Yard	51	lbs. per cubic yard =			0.25	lbs. per gallon	
Fully Burdened Cost per Hour to Operate Residential Side Loader	$ 80.00	$ per hour					
Time to service curbside toter (includes time on and off route)	0.009	hours =	111.1111	toters per hou	$ 0.72	per toter per service	
Cost per ton for disposal	$ 35.00	$ per ton =	$ 0.02	disposal per lbs. of MSW			
Cost per ton for processing single-stream recyclables	$ 95.00	$ per ton =	$ 0.05	processing cost per lbs. of recycling			
Revenue per ton for sale of mixed recyclable materials	$ 107.00	$ per ton =	$0.05	revenue per lbs. of single-stream recycling			
Projected additional lbs. per household per week as a result of providing food scraps	4.80	additional lbs. per household per month					
Residue percentage of mixed recyclables	15%						
Cost per ton of recycling for residue disposal assuming residue rate above	$ 35.00	$ per ton =	$ 0.018	residue disposal cost per lbs. of recycling			
Processing cost per ton for composting	$ 60.00	per ton =	$ 0.03	processing cost per lbs. of composting			
Processing cost per ton for AD	$ 72.50	per ton =	$ 0.04	processing cost per lbs. of AD			
Processing cost per ton for Bioengineered Feedstock	$ 94.00	per ton =	$ 0.05	processing cost per lbs. of co-digestion			
Revenue per ton for finished compost	$ 15.00	per ton =	$ 0.01	sales revenue per lbs. of compost			
Incentive payout per ton AD (LCFS, RIN, etc.)	$ -	per ton =	$ -	incentive revenue per lbs. of AD			
Cost per ton to transfer	$ 15.00	per ton =	$ 0.01	cost per lbs. of transferring			
Cost per ton for secondary digestate processing	$ 15.00	per ton =	$ 0.01	cost per lbs. of mixed waste processing			
Residue processing cost	$ 35.00	per ton =	$ 0.02	cost per lbs. of residue processing			
Profit margin	12%						

Table 2: Commercial and Multi-family Assumptions

Enter cost assumptions into yellow shaded area below								
Commercial MSW - Lbs. per Cubic Yard	100	lbs. per cubic yard						
Commercial Recycling - Lbs. Cubic Yard	25	lbs. per cubic yard =			0.12	lbs. per gallon		
Commercial Yard Trimmings - Lbs. per Cubic Yard	202	lbs. per cubic yard =			1.00	lbs. per gallon		
Commercial Food Scraps - Lbs. per Cubic Yard	374	lbs. per cubic yard =			1.85	lbs. per gallon		
Commercial Co-collected Food Scraps and Yard Trimmings - Lbs. per Cubic Yard	291							
Multi-family MSW - Lbs. per Cubic Yard	100	lbs. per cubic yard						
Multi-family Recycling - Lbs. Cubic Yard	25	lbs. per cubic yard =			0.12	lbs. per gallon		
Multi-family Yard Trimmings - Lbs. per Cubic Yard	202	lbs. per cubic yard =			1.00	lbs. per gallon		
Multi-family Food Scraps - Lbs. per Cubic Yard	374	lbs. per cubic yard =			1.85	lbs. per gallon		
Multi-family Co-collected Food Scraps and Yard Trimmings - Lbs. per Cubic Yard	291							
Time to service commercial **CART** (includes time on and off route)	0.033	hours =	30	lifts per hour			1.98	min per lift
Time to service commercial **DUMPSTER** (includes time on and off route)	0.075	hours =	13	lifts per hour			4.50	min per lift
Fully Burdened Cost per Hour to Operate Front Loader -	$ 80.00	$ per hour	57	lifts per hour	$	1.40	per lift	
Cost per ton for Residue disposal	$ 35.00	$ per ton =	$ 0.02	disposal cost per lbs. of MSW				
Cost per ton for processing single-stream recyclables	$ 95.00	$ per ton =	$ 0.05	per lbs. of MSW				
Revenue per ton for sale of mixed recyclable materials	$ 107.00	$ per ton =	$0.05	per lbs. of single-stream recycling				
Residue percentage of mixed recyclables	20%							
Cost per ton of recycling for residue disposal (assuming residue rate above)	$ 35.00	$ per ton =	$ 0.02	per lbs. of residue				
Processing cost per ton for composting	$ 60.00	per ton =	$ 0.03	cost per lbs. of composting				

Processing cost per ton for Anaerobic Digestion	$ 72.50	per ton =	$	0.04	cost per lbs. of AD
Processing cost per ton for Bioengineered Feedstock	$ 92.50	per ton =	$	0.05	cost per lbs. of BEFS
Revenue per ton for finished compost	$ 15.00	per ton =	$	0.01	benefit per lbs. of compost
Incentive payout per ton AD (LCFS, RIN, etc.)	$ -	per ton =	$	-	benefit per lbs. of AD
Cost per ton to transfer	$ 15.00	per ton =	$	0.01	cost per lbs. of transferring
Profit margin	12%				

Table 3. Cost Assumptions of Providing Core Special Services - Residential

	Total Available Number of Households	Projected Monthly Household Participation Percentage	Monthly Cost of Providing Service at Projected Participation Levels
Curbside collection of bulky items	12,000	4.50	$ 4,000.00
Curbside collection of e-waste	12,000	0.002	$ 400.00
Curbside collection of u-waste	12,000	0.002	$ 400.00
Curbside collection of sharps	12,000	0.002	$ 1,000.00
Mail-back collection of sharps	12,000	0.002	$ 1,000.00

Table 4: Assumed Weights PER PULL for Temporary Bins, Roll-offs, and Compactors (used for rate items 12 - 19)

Container Size	Single-Material Recyclables	Single Stream Recyclables	MSW	Food Scraps	Source-Separated C&D	Mixed C&D
Temporary - 2 Cubic Yard Bin	0.26	0.26	0.26	0.4	0.26	0.26
Temporary - 3 Cubic Yard Bin	0.39	0.39	0.39	0.6	0.39	0.39
Temporary - 4 Cubic Yard Bin	0.52	0.52	0.52	0.8	0.52	0.52
Temporary - 6 Cubic Yard Bin	0.78	0.78	0.78	1.2	0.78	0.78
Temporary/Permanent - 10 Cubic Yard Roll-off	8	8	8	6	8	8
Temporary/Permanent - 20 Cubic Yard Roll-off	4	4	4	6	4	4
Temporary/Permanent - 30 Cubic Yard Roll-off	5	5	5	7	5	5
Temporary/Permanent - 40 Cubic Yard Roll-off	6.5	6.5	6.5	9	6.5	6.5
Permanent - 3 Cubic Yard Compactor	0.45	0.45	0.45	N/A	N/A	N/A
Permanent - 4 Cubic Yard Compactor	0.6	0.6	0.6	N/A	N/A	N/A
Permanent - 6 Cubic Yard Compactor	0.9	0.9	0.9	N/A	N/A	N/A
Permanent - 10 Cubic Yard Compactor	4	4	4	5	N/A	N/A
Permanent - 20 Cubic Yard Compactor	9.5	9.5	9.5	9	N/A	N/A
Permanent - 30 Cubic Yard Compactor	9.5	9.5	9.5	9	N/A	N/A
Permanent - 40 Cubic Yard Compactor	9.5	9.5	9.5	N/A	N/A	N/A

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in **Article 12** of the contract. A sample calculation is shown in **Attachment J**. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service.

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

1. Residential Basic Level of Service (weekly collection service unless otherwise stated)

		Collection Component (85% Labor and 15% Fuel)			Processing		Residual Disposal		
1a.	Recycling Cart	Labor	+ Fuel	= Total Collection	+ Clean MRF		+ Disposal	= Total	
	35, 65, or 90-gallon single-stream recycling cart (90 gallon is default cart size)	2.88	0.51	3.39	0.43		0.05	3.87	per month
	Fourth 35, 65, or 90 gallon single-stream recycling cart	2.88	0.51	3.39	0.43		0.05	3.87	per month

		Collection Component (85% Labor and 15% Fuel)			Processing		Residual Disposal		
1b.	Yard Trimmings Only Cart - Compost and Anaerobic Digestion	Labor	+ Fuel	= Total Collection	+ Composting	Anaerobic Digestion	+ Disposal	= Total	
	35, 65, or 90-gallon Yard Trimmings Only Cart - Composting (90 gallon is default cart size)	3.89	0.69	4.58	2.23		-	6.81	per month
	Third 35, 65, or 90-gallon Yard Trimmings Only Cart - Composting	3.89	0.69	4.58	2.23		-	6.81	per month
	35, 65, or 90-gallon Yard Trimmings Only Cart - Anaerobic Digestion (90 gallon is default cart size)	3.89	0.69	4.58		3.63	-	8.21	per month
	Third 35, 65, or 90-gallon Yard Trimmings Only Cart - Anaerobic Digestion	3.89	0.69	4.58		3.63	-	8.21	per month

		Collection Component (85% Labor and 15% Fuel)			Processing		Residual Disposal		
1c.	Co-collected Food scraps and Yard Trimmngs	Labor	+ Fuel	= Total Collection	+ Composting	Anaerobic Digestion	+ Disposal	= Total	
	35 gallon - Co-collected Food Scraps and Yard Trimmings - **Compost**	3.89	0.69	4.58	2.97		-	7.55	per month
	65 gallon - Co-collected Food Scraps and Yard Trimmings - **Compost**	3.89	0.69	4.58	2.97		-	7.55	per month
	90 gallon - Co-collected Food Scraps and Yard Trimmings - Compost (Default Size)	3.89	0.69	4.58	2.97		-	7.55	per month
	35 gallon - Co-collected Food Scraps and Yard Trimmings- **Anaerobic Digestion (AD)**	3.89	0.69	4.58		4.29	-	8.87	per month
	65 gallon - Co-collected Food Scraps and Yard Trimmings - **AD**	3.89	0.69	4.58		4.29	-	8.87	per month
	90 gallon - Co-collected Food Scraps and Yard Trimmings - AD (Default Size)	3.89	0.69	4.58		4.29	-	8.87	per month

		Collection Component (85% Labor and 15% Fuel)			Processing			Residual Disposal		
1d.	Source-separated Curbside Food Scraps	Labor	+ Fuel	= Total Collection	+ Composting	or AD	or Co-digestion	+ Disposal	= Total	
	20 gallon Source-separated Food Scraps - Composting (Default Size)**	3.62	0.64	4.26	0.27				4.53	per month
	35 gallon Source-separated Food Scraps** - **Composting**	3.62	0.64	4.26	0.27				4.53	per month
	20 gallon Source-separated Food Scraps - AD (Default Size)**	3.62	0.64	4.26		0.67			4.93	per month
	35 gallon Source-separated Food Scraps** - **AD**	3.62	0.64	4.26		0.67			4.93	per month
	20 gallon Source-separated Food Scraps - Co-Digestion (Default Size)**	3.62	0.64	4.26			0.63		4.89	per month
	35 gallon Source-separated Food Scraps** - **Co-digestion**	3.62	0.64	4.26			0.63		4.89	per month

		Collection Component (85% Labor and 15% Fuel)			Disposal Component		
1e.	MSW Cart - weekly service assuming food scraps are being deposited in MSW	Labor	+ Fuel	= Total Collection	+ Disposal	= Total	
	20 gallon Landfill	3.89	-	4.58	2.77	7.35	per month

	35 gallon Landfill	3.89	-	4.58	2.77	7.35	per month
	65 gallon Landfill	3.89	-	4.58	2.77	7.35	per month
	90 gallon Landfill (Default Size)	3.89	-	4.58	2.77	7.35	per month
		Collection Component (85% Labor and 15% Fuel)			Disposal Component		
1f.	MSW Cart - weekly service assuming food scraps are being **diverted**	Labor	+ Fuel	= Total Collection	+ Disposal	= Total	
	20 gallon Landfill	3.89	-	4.58	2.40	6.98	per month
	35 gallon Landfill	3.89	-	4.58	2.40	6.98	per month
	65 gallon Landfill	3.89	-	4.58	2.40	6.98	per month
	90 gallon Landfill (Default Size)	3.89	-	4.58	2.40	6.98	per month
		Collection Component (85% Labor and 15% Fuel)			Disposal Component		
1g.	MSW Cart - **bi-weekly** service assuming food scraps are being **diverted**	Labor	+ Fuel	= Total Collection	+ Disposal	= Total	
	20 gallon Landfill	3.31	-	3.89	2.40	6.29	per month
	35 gallon Landfill	3.31	-	3.89	2.40	6.29	per month
	65 gallon Landfill	3.31	-	3.89	2.40	6.29	per month
	90 gallon Landfill (Default Size)	3.31	-	3.89	2.40	6.29	per month

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for divertible materials must be 50% lower than the average rate proposed for the equivalent MSW service shown in Tabs 4.1, 4.2, and 4.3. For example, if the proposed rate for a 2-yard MSW bin serviced 1 day per week is $100 per month if organics are being hauled to a composting facility; $110 per month if organics are being hauled to an AD facility; and $120 per month if organics are being hauled to a bio-engineered feedstock processing facility, the rate for a 2-yard recycling bin serviced 1 day per week would be $55 per month (i.e. the average of the three MSW rates, or $110 per month, multiplied by 50%).

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

2. Commercial and Multi-Family Single-Material Recycling Service

		Collection Component (85% Labor and 15% Fuel			Processing	Residual Disposal		
2a.	35-gallon Cart	Labor	+ Fuel	= Total Collection	+ Clean MRF	+ Disposal	= Total	
	1 pick-up per week	10.74	1.90	12.64	1.11	0.12	13.87	per month
	2 pick-ups per week	21.48	3.79	25.27	2.21	0.25	27.73	per month
	3 pick-ups per week	32.22	5.69	37.91	3.32	0.37	41.60	per month
	4 pick-ups per week	42.93	7.58	50.51	4.43	0.49	55.43	per month
	5 pick-ups per week	53.69	9.47	63.16	5.54	0.62	69.32	per month
	6 pick-up per week	64.41	11.37	75.78	6.64	0.74	83.16	per month
2b.	65 Gallon Cart	Labor	+ Fuel	= Total Collection	+ Clean MRF	+ Disposal	= Total	
	1 pick-up per week	11.87	2.09	13.96	1.92	0.21	16.09	per month
	2 pick-ups per week	23.73	4.19	27.92	3.84	0.43	32.19	per month
	3 pick-ups per week	35.59	6.28	41.87	5.76	0.64	48.27	per month
	4 pick-ups per week	47.46	8.38	55.84	7.68	0.85	64.37	per month
	5 pick-ups per week	59.32	10.47	69.79	9.60	1.07	80.46	per month
	6 pick-up per week	71.20	12.56	83.76	11.52	1.28	96.56	per month
2c.	90 Gallon Cart	Labor	+ Fuel	= Total Collection	+ Clean MRF	+ Disposal	= Total	
	1 pick-up per week	13.00	2.29	15.29	2.81	0.31	18.41	per month
	2 pick-ups per week	25.99	4.59	30.58	5.61	0.62	36.81	per month
	3 pick-ups per week	39.00	6.88	45.88	8.42	0.94	55.24	per month

	4 pick-ups per week	51.99	9.17	61.16		11.23	1.25	73.64	per month
	5 pick-ups per week	64.97	11.47	76.44		14.03	1.56	92.03	per month
	6 pick-up per week	77.97	13.76	91.73		16.84	1.87	110.44	per month
2d.	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	Labor	+ Fuel	= Total Collection	+	Clean MRF	+ Disposal	= Total	
	1 pick-up per week	15.81	2.79	18.60		6.05	0.67	25.32	per month
	2 pick-ups per week	29.89	5.28	35.17		12.11	1.35	48.63	per month
	3 pick-ups per week	42.89	7.57	50.46		18.16	2.02	70.64	per month
	4 pick-ups per week	57.19	10.09	67.28		24.21	2.69	94.18	per month
	5 pick-ups per week	71.47	12.61	84.08		30.26	3.36	117.70	per month
	6 pick-up per week	85.77	15.14	100.91		36.32	4.04	141.27	per month
2e.	1.5 Cubic Yard Bin (standalone or half of 3-yard split bi	Labor	+ Fuel	= Total Collection	+	Clean MRF	+ Disposal	= Total	
	1 pick-up per week	20.40	3.60	24.00		9.08	1.01	34.09	per month
	2 pick-ups per week	35.87	6.33	42.20		18.16	2.02	62.38	per month
	3 pick-ups per week	51.48	9.08	60.56		27.24	3.03	90.83	per month
	4 pick-ups per week	68.62	12.11	80.73		36.32	4.04	121.09	per month
	5 pick-ups per week	85.77	15.14	100.91		45.40	5.04	151.35	per month
	6 pick-up per week	102.91	18.16	121.07		54.48	6.05	181.60	per month
2f.	2 Cubic Yard Bin (standalone or half of 4-yd split bin)	Labor	+ Fuel	= Total Collection	+	Clean MRF	+ Disposal	= Total	
	1 pick-up per week	28.70	5.06	33.76		12.11	1.35	47.22	per month
	2 pick-ups per week	46.65	8.23	54.88		24.21	2.69	81.78	per month
	3 pick-ups per week	64.62	11.40	76.02		36.32	4.04	116.38	per month
	4 pick-ups per week	82.57	14.57	97.14		48.42	5.38	150.94	per month
	5 pick-ups per week	100.53	17.74	118.27		60.53	6.73	185.53	per month
	6 pick-up per week	118.46	20.91	139.37		72.63	8.07	220.07	per month
2g.	3 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+	Clean MRF	+ Disposal	= Total	
	1 pick-up per week	41.17	7.26	48.43		18.16	2.02	68.61	per month
	2 pick-ups per week	60.32	10.64	70.96		36.32	4.04	111.32	per month
	3 pick-ups per week	73.80	13.02	86.82		54.47	6.05	147.34	per month
	4 pick-ups per week	92.91	16.40	109.31		72.63	8.07	190.01	per month
	5 pick-ups per week	112.05	19.77	131.82		90.79	10.09	232.70	per month

	6 pick-up per week	131.18	23.15	154.33	108.95	12.11	275.39	per month
2h.	4 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+ Clean MRF	+ Disposal	= Total	
	1 pick-up per week	53.64	9.47	63.11	24.21	2.69	90.01	per month
	2 pick-ups per week	73.95	13.05	87.00	48.42	5.38	140.80	per month
	3 pick-ups per week	94.26	16.63	110.89	72.63	8.07	191.59	per month
	4 pick-ups per week	114.58	20.22	134.80	96.84	10.76	242.40	per month
	5 pick-ups per week	134.88	23.80	158.68	121.06	13.45	293.19	per month
	6 pick-up per week	155.18	27.39	182.57	145.27	16.14	343.98	per month
2i.	6 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+ Clean MRF	+ Disposal	= Total	
	1 pick-up per week	80.46	14.20	94.66	36.32	4.04	135.02	per month
	2 pick-ups per week	110.92	19.57	130.49	72.63	8.07	211.19	per month
	3 pick-ups per week	141.39	24.95	166.34	108.95	12.11	287.40	per month
	4 pick-ups per week	171.85	30.33	202.18	145.26	16.14	363.58	per month
	5 pick-ups per week	202.32	35.70	238.02	181.58	20.18	439.78	per month
	6 pick-up per week	232.78	41.08	273.86	217.89	24.21	515.96	per month

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for divertible materials must be 50% lower than the average rate proposed for the equivalent MSW service shown in Tabs 4.1, 4.2, and 4.3. For example, if the proposed rate for a 2-yard MSW bin serviced 1 day per week is $100 per month if organics are being hauled to a composting facility; $110 per month if organics are being hauled to an AD facility; and $120 per month if organics are being hauled to a bio-engineered feedstock processing facility, the rate for a 2-yard recycling bin serviced 1 day per week would be $55 per month (i.e. the average of the three MSW rates, or $110 per month, multiplied by 50%).

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

3. Commercial and Multi-Family Single Stream Recycling Service

		Collection Component (85% Labor and 15% Fuel				Processing		Residual Disposal			
3a.	35-gallon Cart	Labor	+ Fuel	= Total Collection	+	Clean MRF	+	Disposal	=	Total	
	1 pick-up per week	10.74	1.90	12.64		1.11		0.12		13.87	per month
	2 pick-ups per week	21.48	3.79	25.27		2.21		0.25		27.73	per month
	3 pick-ups per week	32.22	5.69	37.91		3.32		0.37		41.60	per month
	4 pick-ups per week	42.93	7.58	50.51		4.43		0.49		55.43	per month
	5 pick-ups per week	53.69	9.47	63.16		5.54		0.62		69.32	per month
	6 pick-up per week	64.41	11.37	75.78		6.64		0.74		83.16	per month
3b.	65 Gallon Cart	Labor	+ Fuel	= Total Collection	+	Clean MRF	+	Disposal	=	Total	
	1 pick-up per week	11.87	2.09	13.96		1.92		0.21		16.09	per month
	2 pick-ups per week	23.73	4.19	27.92		3.84		0.43		32.19	per month
	3 pick-ups per week	35.59	6.28	41.87		5.76		0.64		48.27	per month
	4 pick-ups per week	47.46	8.38	55.84		7.68		0.85		64.37	per month
	5 pick-ups per week	59.32	10.47	69.79		9.60		1.07		80.46	per month
	6 pick-up per week	71.20	12.56	83.76		11.52		1.28		96.56	per month
3c.	90 Gallon Cart	Labor	+ Fuel	= Total Collection	+	Clean MRF	+	Disposal	=	Total	
	1 pick-up per week	13.00	2.29	15.29		2.81		0.31		18.41	per month

	2 pick-ups per week	25.99	4.59	30.58		5.61	0.62	36.81	per month
	3 pick-ups per week	39.00	6.88	45.88		8.42	0.94	55.24	per month
	4 pick-ups per week	51.99	9.17	61.16		11.23	1.25	73.64	per month
	5 pick-ups per week	64.97	11.47	76.44		14.03	1.56	92.03	per month
	6 pick-up per week	77.97	13.76	91.73		16.84	1.87	110.44	per month
3d.	1 Cubic Yard Bin (standalone or half of 2-yd split bin)	Labor	+ Fuel	= Total Collection	+	Clean MRF	+ Disposal	= Total	
	1 pick-up per week	15.81	2.79	18.60		6.05	0.67	25.32	per month
	2 pick-ups per week	29.89	5.28	35.17		12.11	1.35	48.63	per month
	3 pick-ups per week	42.89	7.57	50.46		18.16	2.02	70.64	per month
	4 pick-ups per week	57.19	10.09	67.28		24.21	2.69	94.18	per month
	5 pick-ups per week	71.47	12.61	84.08		30.26	3.36	117.70	per month
	6 pick-up per week	85.77	15.14	100.91		36.32	4.04	141.27	per month
3e.	1.5 Cubic Yard Bin (standalone or half of 3-yd split bin)	Labor	+ Fuel	= Total Collection	+	Clean MRF	+ Disposal	= Total	
	1 pick-up per week	20.40	3.60	24.00		9.08	1.01	34.09	per month
	2 pick-ups per week	35.87	6.33	42.20		18.16	2.02	62.38	per month
	3 pick-ups per week	51.48	9.08	60.56		27.24	3.03	90.83	per month
	4 pick-ups per week	68.62	12.11	80.73		36.32	4.04	121.09	per month
	5 pick-ups per week	85.77	15.14	100.91		45.40	5.04	151.35	per month
	6 pick-up per week	102.91	18.16	121.07		54.48	6.05	181.60	per month
3f.	2 Cubic Yard Bin (standalone or half of 4-yard split bin)	Labor	+ Fuel	= Total Collection	+	Clean MRF	+ Disposal	= Total	
	1 pick-up per week	28.70	5.06	33.76		12.11	1.35	47.22	per month
	2 pick-ups per week	46.65	8.23	54.88		24.21	2.69	81.78	per month
	3 pick-ups per week	64.62	11.40	76.02		36.32	4.04	116.38	per month
	4 pick-ups per week	82.57	14.57	97.14		48.42	5.38	150.94	per month
	5 pick-ups per week	100.53	17.74	118.27		60.53	6.73	185.53	per month
	6 pick-up per week	118.46	20.91	139.37		72.63	8.07	220.07	per month
3g.	3 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+	Clean MRF	+ Disposal	= Total	
	1 pick-up per week	41.17	7.26	48.43		18.16	2.02	68.61	per month

	2 pick-ups per week	60.32	10.64	70.96	36.32	4.04	111.32	per month
	3 pick-ups per week	73.80	13.02	86.82	54.47	6.05	147.34	per month
	4 pick-ups per week	92.91	16.40	109.31	72.63	8.07	190.01	per month
	5 pick-ups per week	112.05	19.77	131.82	90.79	10.09	232.70	per month
	6 pick-up per week	131.18	23.15	154.33	108.95	12.11	275.39	per month
3h.	4 Cubic Yard Bin	Labor	+ Fuel	= Total Collectior	+ Clean MRF	+ Disposal	= Total	
	1 pick-up per week	53.64	9.47	63.11	24.21	2.69	90.01	per month
	2 pick-ups per week	73.95	13.05	87.00	48.42	5.38	140.80	per month
	3 pick-ups per week	94.26	16.63	110.89	72.63	8.07	191.59	per month
	4 pick-ups per week	114.58	20.22	134.80	96.84	10.76	242.40	per month
	5 pick-ups per week	134.88	23.80	158.68	121.06	13.45	293.19	per month
	6 pick-up per week	155.18	27.39	182.57	145.27	16.14	343.98	per month
3i.	6 Cubic Yard Bin	Labor	+ Fuel	= Total Collectior	+ Clean MRF	+ Disposal	= Total	
	1 pick-up per week	80.46	14.20	94.66	36.32	4.04	135.02	per month
	2 pick-ups per week	110.92	19.57	130.49	72.63	8.07	211.19	per month
	3 pick-ups per week	141.39	24.95	166.34	108.95	12.11	287.40	per month
	4 pick-ups per week	171.85	30.33	202.18	145.26	16.14	363.58	per month
	5 pick-ups per week	202.32	35.70	238.02	181.58	20.18	439.78	per month
	6 pick-up per week	232.78	41.08	273.86	217.89	24.21	515.96	per month

Rates To Be Charged

Fill in the rates below for each level of MSW service assuming that all Commercial and Multi-family Food Scraps and Yard Trimmings ***will be delivered to a Composting Facility at a collection rate that is half the cost of equivalent MSW service***. MSW rates may include any costs that are not recovered by offering Food Scraps and Yard Trimmings collection and composting programs at the 50% reduced rate as requested by the City. Rates must be broken down to show the collection cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in **Article 12** of the contract. A sample calculation is shown in **Attachment J**. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs.

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

4.1 Commercial and Multi-Family MSW Route Service - MSW Hauled directly to the landfill with Commercial/Multi-family Food Scraps and Yard Trimmings being hauled to a Composting Facility

		Collection Component (85% Labor and 15% Fuel)			Disposal Component		
4.1.a	35 gallon cart	Labor	+ Fuel	= Total Collection	+ Disposal	= Total	
	1 pick-up per week	21.48	3.79	25.27	2.39	27.66	per month
	2 pick-ups per week	42.96	7.58	50.54	4.78	55.32	per month
	3 pick-ups per week	64.44	11.37	75.81	7.17	82.98	per month
	4 pick-ups per week	85.87	15.15	101.02	9.56	110.58	per month
	5 pick-ups per week	107.36	18.95	126.31	11.95	138.26	per month
	6 pick-up per week	128.82	22.73	151.55	14.34	165.89	per month
4.1.b	65 Gallon Cart	Labor	+ Fuel	= Total Collection	+ Disposal	= Total	
	1 pick-up per week	23.72	4.19	27.91	3.83	31.74	per month
	2 pick-ups per week	47.46	8.37	55.83	7.66	63.49	per month
	3 pick-ups per week	71.18	12.56	83.74	11.49	95.23	per month
	4 pick-ups per week	94.93	16.75	111.68	15.32	127.00	per month
	5 pick-ups per week	118.64	20.94	139.58	19.15	158.73	per month
	6 pick-up per week	142.38	25.13	167.51	22.98	190.49	per month
4.1.c	90 Gallon Cart	Labor	+ Fuel	= Total Collection	+ Disposal	= Total	
	1 pick-up per week	25.98	4.59	30.57	5.74	36.31	per month
	2 pick-ups per week	51.99	9.17	61.16	11.48	72.64	per month
	3 pick-ups per week	77.99	13.76	91.75	17.22	108.97	per month

	4 pick-ups per week	103.96		18.35		122.31		22.96		145.27	per month
	5 pick-ups per week	129.95		22.93		152.88		28.70		181.58	per month
	6 pick-up per week	155.93		27.52		183.45		34.44		217.89	per month
4.1.d	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total	
	1 pick-up per week	32.48		5.73		38.21		12.43		50.64	per month
	2 pick-ups per week	59.78		10.55		70.33		24.86		95.19	per month
	3 pick-ups per week	85.78		15.14		100.92		37.29		138.21	per month
	4 pick-ups per week	114.37		20.18		134.55		49.72		184.27	per month
	5 pick-ups per week	142.94		25.22		168.16		62.15		230.31	per month
	6 pick-up per week	171.52		30.27		201.79		74.58		276.37	per month
4.1.e	1.5 Cubic Yard Bin (standalone or half of 3-yard split bi	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total	
	1 pick-up per week	40.79		7.20		47.99		18.65		66.64	per month
	2 pick-ups per week	71.74		12.66		84.40		37.30		121.70	per month
	3 pick-ups per week	102.94		18.17		121.11		55.95		177.06	per month
	4 pick-ups per week	137.24		24.22		161.46		74.60		236.06	per month
	5 pick-ups per week	171.53		30.27		201.80		93.25		295.05	per month
	6 pick-up per week	205.82		36.32		242.14		111.90		354.04	per month
4.1.f.	2 Cubic Yard Bin (standalone or half of 4-yard split bin)	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total	
	1 pick-up per week	57.39		10.13		67.52		24.86		92.38	per month
	2 pick-ups per week	93.30		16.46		109.76		49.72		159.48	per month
	3 pick-ups per week	129.23		22.80		152.03		74.58		226.61	per month
	4 pick-ups per week	165.14		29.14		194.28		99.44		293.72	per month
	5 pick-ups per week	201.05		35.48		236.53		124.30		360.83	per month
	6 pick-up per week	236.93		41.81		278.74		149.16		427.90	per month
4.1.g	3 Cubic Yard Bin	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total	
	1 pick-up per week	82.33		14.53		96.86		37.29		134.15	per month
	2 pick-ups per week	120.62		21.29		141.91		74.58		216.49	per month

3 pick-ups per week	147.59	26.04	173.63	111.87	285.50	per month
4 pick-ups per week	185.83	32.79	218.62	149.16	367.78	per month
5 pick-ups per week	224.09	39.54	263.63	186.45	450.08	per month
6 pick-up per week	262.35	46.30	308.65	223.74	532.39	per month

4.1.h	4 Cubic Yard Bin	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total	
	1 pick-up per week	107.29		18.93		126.22		49.73		175.95	per month
	2 pick-ups per week	147.90		26.10		174.00		99.46		273.46	per month
	3 pick-ups per week	188.51		33.27		221.78		149.19		370.97	per month
	4 pick-ups per week	229.15		40.44		269.59		198.92		468.51	per month
	5 pick-ups per week	269.75		47.60		317.35		248.65		566.00	per month
	6 pick-up per week	310.36		54.77		365.13		298.38		663.51	per month

4.1.i.	6 Cubic Yard Bin	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total	
	1 pick-up per week	160.91		28.40		189.31		74.59		263.90	per month
	2 pick-ups per week	221.82		39.15		260.97		149.18		410.15	per month
	3 pick-ups per week	282.77		49.90		332.67		223.77		556.44	per month
	4 pick-ups per week	343.70		60.65		404.35		298.36		702.71	per month
	5 pick-ups per week	404.63		71.40		476.03		372.95		848.98	per month
	6 pick-up per week	465.55		82.16		547.71		447.54		995.25	per month

Rates To Be Charged

Fill in the rates below for each level of MSW service assuming that all Commercial and Multi-family Food Scraps and Yard Trimmings ***will be delivered to an AD Facility at a collection rate that is half the cost of equivalent MSW service***. MSW rates may include any costs that are not recovered by offering Food Scraps and Yard Trimmings collection and processing programs at the 50% reduced rate as requested by the City. Rates must be broken down to show the collection cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in **Article 12** of the contract. A sample calculation is shown in **Attachment J**. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs.

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

4.2 Commercial and Multi-Family MSW Route Service - MSW Hauled directly to the landfill with Commercial/Multi-family Food Scraps and Yard Trimmings being hauled to an Anaerobic Digestion Facility

		Collection Component (85% Labor and 15% Fuel)			Disposal Component		
4.2.a	35 gallon cart	Labor	+ Fuel	= Total Collection	+ Disposal	= Total	
	1 pick-up per week	21.48	3.79	25.27	2.53	27.80	per month
	2 pick-ups per week	42.96	7.58	50.54	5.06	55.60	per month
	3 pick-ups per week	64.44	11.37	75.81	7.59	83.40	per month
	4 pick-ups per week	85.87	15.15	101.02	10.12	111.14	per month
	5 pick-ups per week	107.36	18.95	126.31	12.65	138.96	per month
	6 pick-up per week	128.82	22.73	151.55	15.18	166.73	per month
4.2.b	65 Gallon Cart	Labor	+ Fuel	= Total Collection	+ Disposal	= Total	
	1 pick-up per week	23.72	4.19	27.91	4.55	32.46	per month
	2 pick-ups per week	47.46	8.37	55.83	9.10	64.93	per month
	3 pick-ups per week	71.18	12.56	83.74	13.65	97.39	per month
	4 pick-ups per week	94.93	16.75	111.68	18.20	129.88	per month
	5 pick-ups per week	118.64	20.94	139.58	22.75	162.33	per month
	6 pick-up per week	142.38	25.13	167.51	27.30	194.81	per month
4.2.c.	90 Gallon Cart	Labor	+ Fuel	= Total Collection	+ Disposal	= Total	
	1 pick-up per week	25.98	4.59	30.57	6.58	37.15	per month
	2 pick-ups per week	51.99	9.17	61.16	13.16	74.32	per month

	3 pick-ups per week		77.99		13.76		91.75		19.74		111.49	per month
	4 pick-ups per week		103.96		18.35		122.31		26.32		148.63	per month
	5 pick-ups per week		129.95		22.93		152.88		32.90		185.78	per month
	6 pick-up per week		155.93		27.52		183.45		39.48		222.93	per month
4.2.d	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	Labor		+ Fuel		= Total Collection		+ Disposal		= Total		
	1 pick-up per week		32.48		5.73		38.21		14.17		52.38	per month
	2 pick-ups per week		59.78		10.55		70.33		28.34		98.67	per month
	3 pick-ups per week		85.78		15.14		100.92		42.51		143.43	per month
	4 pick-ups per week		114.37		20.18		134.55		56.68		191.23	per month
	5 pick-ups per week		142.94		25.22		168.16		70.85		239.01	per month
	6 pick-up per week		171.52		30.27		201.79		85.02		286.81	per month
4.2.e	1.5 Cubic Yard Bin (standalone or half of 3-yard split bi	Labor		+ Fuel		= Total Collection		+ Disposal		= Total		
	1 pick-up per week		40.79		7.20		47.99		21.25		69.24	per month
	2 pick-ups per week		71.74		12.66		84.40		42.50		126.90	per month
	3 pick-ups per week		102.94		18.17		121.11		63.75		184.86	per month
	4 pick-ups per week		137.24		24.22		161.46		85.00		246.46	per month
	5 pick-ups per week		171.53		30.27		201.80		106.25		308.05	per month
	6 pick-up per week		205.82		36.32		242.14		127.50		369.64	per month
4.2.f.	2 Cubic Yard Bin (standalone or half of 4-yard split bin)	Labor		+ Fuel		= Total Collection		+ Disposal		= Total		
	1 pick-up per week		57.39		10.13		67.52		28.33		95.85	per month
	2 pick-ups per week		93.30		16.46		109.76		56.66		166.42	per month
	3 pick-ups per week		129.23		22.80		152.03		84.99		237.02	per month
	4 pick-ups per week		165.14		29.14		194.28		113.32		307.60	per month
	5 pick-ups per week		201.05		35.48		236.53		141.65		378.18	per month
	6 pick-up per week		236.93		41.81		278.74		169.98		448.72	per month
4.2.g	3 Cubic Yard Bin	Labor		+ Fuel		= Total Collection		+ Disposal		= Total		
	1 pick-up per week		82.33		14.53		96.86		42.50		139.36	per month

2 pick-ups per week	120.62		21.29		141.91	85.00	226.91	per month
3 pick-ups per week	147.59		26.04		173.63	127.50	301.13	per month
4 pick-ups per week	185.83		32.79		218.62	170.00	388.62	per month
5 pick-ups per week	224.09		39.54		263.63	212.50	476.13	per month
6 pick-up per week	262.35		46.30		308.65	255.00	563.65	per month

4.2.h	4 Cubic Yard Bin	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total	
	1 pick-up per week	107.29		18.93		126.22		56.66		182.88	per month
	2 pick-ups per week	147.90		26.10		174.00		113.32		287.32	per month
	3 pick-ups per week	188.51		33.27		221.78		169.98		391.76	per month
	4 pick-ups per week	229.15		40.44		269.59		226.64		496.23	per month
	5 pick-ups per week	269.75		47.60		317.35		283.30		600.65	per month
	6 pick-up per week	310.36		54.77		365.13		339.96		705.09	per month

4.2.i.	6 Cubic Yard Bin	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total	
	1 pick-up per week	160.91		28.40		189.31		84.99		274.30	per month
	2 pick-ups per week	221.82		39.15		260.97		169.98		430.95	per month
	3 pick-ups per week	282.77		49.90		332.67		254.97		587.64	per month
	4 pick-ups per week	343.70		60.65		404.35		339.96		744.31	per month
	5 pick-ups per week	404.63		71.40		476.03		424.95		900.98	per month
	6 pick-up per week	465.55		82.16		547.71		509.94		1,057.65	per month

Rates To Be Charged

Fill in the rates below for each level of MSW service assuming that all Commercial and Multi-family **Food Scraps will be delivered to a Bioengineered Feedstock Processing Facility and Yard Trimmings *will be delivered to a Composting Facility at a collection rate that is half the cost of equivalent MSW service***. MSW rates may include any costs that are not recovered by offering Food Scraps and Yard Trimmings collection and processing programs at the 50% reduced rate as requested by the City. Rates must be broken down to show the collection cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in **Article 12** of the contract. A sample calculation is shown in **Attachment J**. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs.

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

4.3 Commercial and Multi-Family MSW Route Service - MSW Hauled directly to the landfill assuming Commercial/Multi-family Food Scraps being hauled to a Bioengineered Feedstock Processing Facility and Yard Trimmings being hauled to a Composting Facility

		Collection Component (85% Labor and 15% Fuel)			Disposal Component		
4.3.a	35 gallon cart	Labor +	Fuel =	Total Collection +	Disposal =	Total	
	1 pick-up per week	21.48	3.79	25.27	2.46	27.73	per month
	2 pick-ups per week	42.96	7.58	50.54	4.92	55.46	per month
	3 pick-ups per week	64.44	11.37	75.81	7.38	83.19	per month
	4 pick-ups per week	85.87	15.15	101.02	9.84	110.86	per month
	5 pick-ups per week	107.36	18.95	126.31	12.30	138.61	per month
	6 pick-up per week	128.82	22.73	151.55	14.76	166.31	per month
4.3.b	65 Gallon Cart	Labor +	Fuel =	Total Collection +	Disposal =	Total	
	1 pick-up per week	23.72	4.19	27.91	4.42	32.33	per month
	2 pick-ups per week	47.46	8.37	55.83	8.84	64.67	per month
	3 pick-ups per week	71.18	12.56	83.74	13.26	97.00	per month
	4 pick-ups per week	94.93	16.75	111.68	17.68	129.36	per month
	5 pick-ups per week	118.64	20.94	139.58	22.10	161.68	per month
	6 pick-up per week	142.38	25.13	167.51	26.52	194.03	per month
4.3.c	90 Gallon Cart	Labor +	Fuel =	Total Collection +	Disposal =	Total	
	1 pick-up per week	25.98	4.59	30.57	6.39	36.96	per month
	2 pick-ups per week	51.99	9.17	61.16	12.78	73.94	per month

	3 pick-ups per week	77.99		13.76		91.75		19.17		110.92	per month
	4 pick-ups per week	103.96		18.35		122.31		25.56		147.87	per month
	5 pick-ups per week	129.95		22.93		152.88		31.95		184.83	per month
	6 pick-up per week	155.93		27.52		183.45		38.34		221.79	per month
4.3.d	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total	
	1 pick-up per week	29.89		5.27		35.16		13.75		48.91	per month
	2 pick-ups per week	59.78		10.55		70.33		27.50		97.83	per month
	3 pick-ups per week	85.78		15.14		100.92		41.25		142.17	per month
	4 pick-ups per week	114.37		20.18		134.55		55.00		189.55	per month
	5 pick-ups per week	142.94		25.22		168.16		68.75		236.91	per month
	6 pick-up per week	171.52		30.27		201.79		82.50		284.29	per month
4.3.e	1.5 Cubic Yard Bin (standalone or half of 3-yard split bi	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total	
	1 pick-up per week	40.79		7.20		47.99		20.63		68.62	per month
	2 pick-ups per week	71.74		12.66		84.40		41.26		125.66	per month
	3 pick-ups per week	102.94		18.17		121.11		61.89		183.00	per month
	4 pick-ups per week	137.24		24.22		161.46		82.52		243.98	per month
	5 pick-ups per week	171.53		30.27		201.80		103.15		304.95	per month
	6 pick-up per week	205.82		36.32		242.14		123.78		365.92	per month
4.3.f.	2 Cubic Yard Bin (standalone or half of 4-yard split bin)	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total	
	1 pick-up per week	57.39		10.13		67.52		27.51		95.03	per month
	2 pick-ups per week	93.30		16.46		109.76		55.02		164.78	per month
	3 pick-ups per week	129.23		22.80		152.03		82.53		234.56	per month
	4 pick-ups per week	165.14		29.14		194.28		110.04		304.32	per month
	5 pick-ups per week	201.05		35.48		236.53		137.55		374.08	per month
	6 pick-up per week	236.93		41.81		278.74		165.06		443.80	per month
4.3.g	3 Cubic Yard Bin	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total	
	1 pick-up per week	82.33		14.53		96.86		41.26		138.12	per month

2 pick-ups per week	120.62	21.29	141.91	82.52	224.43	per month		
3 pick-ups per week	147.59	26.04	173.63	123.78	297.41	per month		
4 pick-ups per week	185.83	32.79	218.62	165.04	383.66	per month		
5 pick-ups per week	224.09	39.54	263.63	206.30	469.93	per month		
6 pick-up per week	262.35	46.30	308.65	247.56	556.21	per month		

4.3.h	4 Cubic Yard Bin	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total	
1 pick-up per week		107.29		18.93		126.22		55.02		181.24	per month
2 pick-ups per week		147.90		26.10		174.00		110.04		284.04	per month
3 pick-ups per week		188.51		33.27		221.78		165.06		386.84	per month
4 pick-ups per week		229.15		40.44		269.59		220.08		489.67	per month
5 pick-ups per week		269.75		47.60		317.35		275.10		592.45	per month
6 pick-up per week		310.36		54.77		365.13		330.12		695.25	per month

4.3.i.	6 Cubic Yard Bin	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total	
1 pick-up per week		160.91		28.40		189.31		82.52		271.83	per month
2 pick-ups per week		221.82		39.15		260.97		165.04		426.01	per month
3 pick-ups per week		282.77		49.90		332.67		247.56		580.23	per month
4 pick-ups per week		343.70		60.65		404.35		330.08		734.43	per month
5 pick-ups per week		404.63		71.40		476.03		412.60		888.63	per month
6 pick-up per week		465.55		82.16		547.71		495.12		1,042.83	per month

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for divertible materials must be 50% lower than the average rate proposed for the equivalent MSW service shown in Tabs 4.1, 4.2, and 4.3. For example, if the proposed rate for a 2-yard MSW bin serviced 1 day per week is $100 per month if organics are being hauled to a composting facility; $110 per month if organics are being hauled to an AD facility; and $120 per month if organics are being hauled to a bio-engineered feedstock processing facility, the rate for a 2-yard recycling bin serviced 1 day per week would be $55 per month (i.e. the average of the three MSW rates, or $110 per month, multiplied by 50%).

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

5. Commercial and Multi-Family Food Scraps - Composting

		Collection Component (85% Labor and 15% Fuel)				Organics Processing Type		Residue Disposal			
5a.	35-gallon Cart	Labor	+ Fuel	= Total Collection	+	Composting	+	Disposal	=	Total	
	1 pick-up per week	10.74	1.90	12.64		1.23		-		13.87	per month
	2 pick-ups per week	21.48	3.79	25.27		2.46		-		27.73	per month
	3 pick-ups per week	32.22	5.69	37.91		3.69		-		41.60	per month
	4 pick-ups per week	42.93	7.58	50.51		4.92		-		55.43	per month
	5 pick-ups per week	53.69	9.47	63.16		6.16		-		69.32	per month
	6 pick-up per week	64.41	11.37	75.78		7.38		-		83.16	per month
5b.	65 Gallon Cart	Labor	+ Fuel	= Total Collection	+	Composting	+	Disposal	=	Total	
	1 pick-up per week	11.87	2.09	13.96		2.13		-		16.09	per month
	2 pick-ups per week	23.73	4.19	27.92		4.27		-		32.19	per month
	3 pick-ups per week	35.59	6.28	41.87		6.40		-		48.27	per month
	4 pick-ups per week	47.46	8.38	55.84		8.53		-		64.37	per month
	5 pick-ups per week	59.32	10.47	69.79		10.67		-		80.46	per month
	6 pick-up per week	71.20	12.56	83.76		12.80		-		96.56	per month
5c.	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	Labor	+ Fuel	= Total Collection	+	Composting	+	Disposal	=	Total	
	1 pick-up per week	15.81	2.79	18.60		6.72		-		25.32	per month
	2 pick-ups per week	29.89	5.28	35.17		13.46		-		48.63	per month
	3 pick-ups per week	42.89	7.57	50.46		20.18		-		70.64	per month

	4 pick-ups per week	57.19	10.09	67.28	26.90	-	94.18	per month	
	5 pick-ups per week	71.47	12.61	84.08	33.62	-	117.70	per month	
	6 pick-up per week	85.77	15.14	100.91	40.36	-	141.27	per month	
5d.	1.5 Cubic Yard Bin (standalone or half of 3-yard split bi	Labor	+ Fuel	= Total Collectior	+ Composting	+ Disposal	= Total		
	1 pick-up per week	20.40	3.60	24.00	10.09	-	34.09	per month	
	2 pick-ups per week	35.87	6.33	42.20	20.18	-	62.38	per month	
	3 pick-ups per week	51.48	9.08	60.56	30.27	-	90.83	per month	
	4 pick-ups per week	68.62	12.11	80.73	40.36	-	121.09	per month	
	5 pick-ups per week	85.77	15.14	100.91	50.44	-	151.35	per month	
	6 pick-up per week	102.91	18.16	121.07	60.53	-	181.60	per month	
5e.	2 Cubic Yard Bin (Standalone or half of 4-yard split bin)	Labor	+ Fuel	= Total Collectior	+ Composting	+ Disposal	= Total		
	1 pick-up per week	28.70	5.06	33.76	13.46	-	47.22	per month	
	2 pick-ups per week	46.65	8.23	54.88	26.90	-	81.78	per month	
	3 pick-ups per week	64.62	11.40	76.02	40.36	-	116.38	per month	
	4 pick-ups per week	82.57	14.57	97.14	53.80	-	150.94	per month	
	5 pick-ups per week	100.53	17.74	118.27	67.26	-	185.53	per month	
	6 pick-up per week	118.46	20.91	139.37	80.70	-	220.07	per month	

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for divertible materials must be 50% lower than the average rate proposed for the equivalent MSW service shown in Tabs 4.1, 4.2, and 4.3. For example, if the proposed rate for a 2-yard MSW bin serviced 1 day per week is $100 per month if organics are being hauled to a composting facility; $110 per month if organics are being hauled to an AD facility; and $120 per month if organics are being hauled to a bio-engineered feedstock processing facility, the rate for a 2-yard recycling bin serviced 1 day per week would be $55 per month (i.e. the average of the three MSW rates, or $110 per month, multiplied by 50%).

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

6. Commercial and Multi-Family Food Scraps - Anaerobic Digestion (AD)

		Collection Component (85% Labor and 15% Fuel				Organics Processing Type		Non-digestate Disposal			
6a.	35-gallon Cart	Labor	+ Fuel	= Total Collection	+	Anaerobic Digestion	+	Disposal	=	Total	
	1 pick-up per week	10.74	1.90	12.64		1.23		-		13.87	per month
	2 pick-ups per week	21.48	3.79	25.27		2.46		-		27.73	per month
	3 pick-ups per week	32.22	5.69	37.91		3.69		-		41.60	per month
	4 pick-ups per week	42.93	7.58	50.51		4.92		-		55.43	per month
	5 pick-ups per week	53.69	9.47	63.16		6.16		-		69.32	per month
	6 pick-up per week	64.41	11.37	75.78		7.38		-		83.16	per month
6b.	65 Gallon Cart	Labor	+ Fuel	= Total Collection	+	Anaerobic Digestion	+	Disposal	=	Total	
	1 pick-up per week	11.87	2.09	13.96		2.13		-		16.09	per month
	2 pick-ups per week	23.73	4.19	27.92		4.27		-		32.19	per month
	3 pick-ups per week	35.59	6.28	41.87		6.40		-		48.27	per month
	4 pick-ups per week	47.46	8.38	55.84		8.53		-		64.37	per month
	5 pick-ups per week	59.32	10.47	69.79		10.67		-		80.46	per month
	6 pick-up per week	71.20	12.56	83.76		12.80		-		96.56	per month
6c.	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	Labor	+ Fuel	= Total Collection	+	Anaerobic Digestion	+	Disposal	=	Total	
	1 pick-up per week	15.81	2.79	18.60		6.72		-		25.32	per month
	2 pick-ups per week	29.89	5.28	35.17		13.46		-		48.63	per month
	3 pick-ups per week	42.89	7.57	50.46		20.18		-		70.64	per month

	4 pick-ups per week	57.19	10.09	67.28	26.90	-	94.18	per month
	5 pick-ups per week	71.47	12.61	84.08	33.62	-	117.70	per month
	6 pick-up per week	85.77	15.14	100.91	40.36	-	141.27	per month
6d.	1.5 Cubic Yard Bin (standalone or half of 3-yard split bi	Labor	+ Fuel	= Total Collectior	+ Anaerobic Digestion	+ Disposal	= Total	
	1 pick-up per week	20.40	3.60	24.00	10.09	-	34.09	per month
	2 pick-ups per week	35.87	6.33	42.20	20.18	-	62.38	per month
	3 pick-ups per week	51.48	9.08	60.56	30.27	-	90.83	per month
	4 pick-ups per week	68.62	12.11	80.73	40.36	-	121.09	per month
	5 pick-ups per week	85.77	15.14	100.91	50.44	-	151.35	per month
	6 pick-up per week	102.91	18.16	121.07	60.53	-	181.60	per month
6e.	2 Cubic Yard Bin (standalone or half of 4-yard split bin)	Labor	+ Fuel	= Total Collectior	+ Anaerobic Digestion	+ Disposal	= Total	
	1 pick-up per week	28.70	5.06	33.76	13.46	-	47.22	per month
	2 pick-ups per week	46.65	8.23	54.88	26.90	-	81.78	per month
	3 pick-ups per week	64.62	11.40	76.02	40.36	-	116.38	per month
	4 pick-ups per week	82.57	14.57	97.14	53.80	-	150.94	per month
	5 pick-ups per week	100.53	17.74	118.27	67.26	-	185.53	per month
	6 pick-up per week	118.46	20.91	139.37	80.70	-	220.07	per month

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for divertible materials must be 50% lower than the average rate proposed for the equivalent MSW service shown in Tabs 4.1, 4.2, and 4.3. For example, if the proposed rate for a 2-yard MSW bin serviced 1 day per week is $100 per month if organics are being hauled to a composting facility; $110 per month if organics are being hauled to an AD facility; and $120 per month if organics are being hauled to a bio-engineered feedstock processing facility, the rate for a 2-yard recycling bin serviced 1 day per week would be $55 per month (i.e. the average of the three MSW rates, or $110 per month, multiplied by 50%).

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

7. Commercial and Multi-Family Food Scraps - Delivered to a Bioengineered Feedstock Processing Facility

		Collection Component (85% Labor and 15% Fuel				Organics Processing Type		Non-digestate Disposal			
7a.	35-gallon Cart	Labor	+ Fuel	= Total Collection	+	Co-digestion	+	Disposal	=	Total	
	1 pick-up per week	10.74	1.90	12.64		1.23		-		13.87	per month
	2 pick-ups per week	21.48	3.79	25.27		2.46		-		27.73	per month
	3 pick-ups per week	32.22	5.69	37.91		3.69		-		41.60	per month
	4 pick-ups per week	42.93	7.58	50.51		4.92		-		55.43	per month
	5 pick-ups per week	53.69	9.47	63.16		6.16		-		69.32	per month
	6 pick-up per week	64.41	11.37	75.78		7.38		-		83.16	per month
7b.	65 Gallon Cart	Labor	+ Fuel	= Total Collection	+	Co-digestion	+	Disposal	=	Total	
	1 pick-up per week	11.87	2.09	13.96		2.13		-		16.09	per month
	2 pick-ups per week	23.73	4.19	27.92		4.27		-		32.19	per month
	3 pick-ups per week	35.59	6.28	41.87		6.40		-		48.27	per month
	4 pick-ups per week	47.46	8.38	55.84		8.53		-		64.37	per month
	5 pick-ups per week	59.32	10.47	69.79		10.67		-		80.46	per month
	6 pick-up per week	71.20	12.56	83.76		12.80		-		96.56	per month
7c.	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	Labor	+ Fuel	= Total Collection	+	Co-digestion	+	Disposal	=	Total	
	1 pick-up per week	15.81	2.79	18.60		6.72		-		25.32	per month
	2 pick-ups per week	29.89	5.28	35.17		13.46		-		48.63	per month
	3 pick-ups per week	42.89	7.57	50.46		20.18		-		70.64	per month

	4 pick-ups per week	57.19	10.09	67.28	26.90	-	94.18	per month
	5 pick-ups per week	71.47	12.61	84.08	33.62	-	117.70	per month
	6 pick-up per week	85.77	15.14	100.91	40.36	-	141.27	per month
7d.	1.5 Cubic Yard Bin (standalone or half of 3-yard split bi	Labor	+ Fuel	= Total Collectior	+ Co-digestion	+ Disposal	= Total	
	1 pick-up per week	20.40	3.60	24.00	10.09	-	34.09	per month
	2 pick-ups per week	35.87	6.33	42.20	20.18	-	62.38	per month
	3 pick-ups per week	51.48	9.08	60.56	30.27	-	90.83	per month
	4 pick-ups per week	68.62	12.11	80.73	40.36	-	121.09	per month
	5 pick-ups per week	85.77	15.14	100.91	50.44	-	151.35	per month
	6 pick-up per week	102.91	18.16	121.07	60.53	-	181.60	per month
7e.	2 Cubic Yard Bin (standalone or half of 4-yard split bin)	Labor	+ Fuel	= Total Collectior	+ Co-digestion	+ Disposal	= Total	
	1 pick-up per week	28.70	5.06	33.76	13.46	-	47.22	per month
	2 pick-ups per week	46.65	8.23	54.88	26.90	-	81.78	per month
	3 pick-ups per week	64.62	11.40	76.02	40.36	-	116.38	per month
	4 pick-ups per week	82.57	14.57	97.14	53.80	-	150.94	per month
	5 pick-ups per week	100.53	17.74	118.27	67.26	-	185.53	per month
	6 pick-up per week	118.46	20.91	139.37	80.70	-	220.07	per month

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for divertible materials must be 50% lower than the average rate proposed for the equivalent MSW service shown in Tabs 4.1, 4.2, and 4.3. For example, if the proposed rate for a 2-yard MSW bin serviced 1 day per week is $100 per month if organics are being hauled to a composting facility; $110 per month if organics are being hauled to an AD facility; and $120 per month if organics are being hauled to a bio-engineered feedstock processing facility, the rate for a 2-yard recycling bin serviced 1 day per week would be $55 per month (i.e. the average of the three MSW rates, or $110 per month, multiplied by 50%).

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

8. Commercial and Multi-Family Yard Trimmings - Composting

		Collection Component (85% Labor and 15% Fuel			Organics Processing Type	Residue Disposal		
8a.	35-gallon Cart	Labor +	Fuel =	Total Collection +	Composting +	Disposal =	Total	
	1 pick-up per week	10.74	1.90	12.64	1.23	-	13.87	per month
	2 pick-ups per week	21.48	3.79	25.27	2.46	-	27.73	per month
	3 pick-ups per week	32.22	5.69	37.91	3.69	-	41.60	per month
	4 pick-ups per week	42.93	7.58	50.51	4.92	-	55.43	per month
	5 pick-ups per week	53.69	9.47	63.16	6.16	-	69.32	per month
	6 pick-up per week	64.41	11.37	75.78	7.38	-	83.16	per month
8b.	65 Gallon Cart	Labor +	Fuel =	Total Collection +	Composting +	Disposal =	Total	
	1 pick-up per week	11.87	2.09	13.96	2.13	-	16.09	per month
	2 pick-ups per week	23.73	4.19	27.92	4.27	-	32.19	per month
	3 pick-ups per week	35.59	6.28	41.87	6.40	-	48.27	per month
	4 pick-ups per week	47.46	8.38	55.84	8.53	-	64.37	per month
	5 pick-ups per week	59.32	10.47	69.79	10.67	-	80.46	per month
	6 pick-up per week	71.20	12.56	83.76	12.80	-	96.56	per month
8c.	90 Gallon Cart	Labor +	Fuel =	Total Collection +	Composting +	Disposal =	Total	
	1 pick-up per week	13.00	2.29	15.29	3.12	-	18.41	per month
	2 pick-ups per week	25.99	4.59	30.58	6.23	-	36.81	per month
	3 pick-ups per week	39.00	6.88	45.88	9.36	-	55.24	per month

	4 pick-ups per week	51.99	9.17	61.16	12.48	-	73.64	per month
	5 pick-ups per week	64.97	11.47	76.44	15.59	-	92.03	per month
	6 pick-up per week	77.97	13.76	91.73	18.71	-	110.44	per month
8d.	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	Labor	+ Fuel	= Total Collectior	+ Composting	+ Disposal	= Total	
	1 pick-up per week	15.81	2.79	18.60	6.72	-	25.32	per month
	2 pick-ups per week	29.89	5.28	35.17	13.46	-	48.63	per month
	3 pick-ups per week	42.89	7.57	50.46	20.18	-	70.64	per month
	4 pick-ups per week	57.19	10.09	67.28	26.90	-	94.18	per month
	5 pick-ups per week	71.47	12.61	84.08	33.62	-	117.70	per month
	6 pick-up per week	85.77	15.14	100.91	40.36	-	141.27	per month
8e.	1.5 Cubic Yard Bin (standalone or half of 3-yard split bi	Labor	+ Fuel	= Total Collectior	+ Composting	+ Disposal	= Total	
	1 pick-up per week	20.40	3.60	24.00	10.09	-	34.09	per month
	2 pick-ups per week	35.87	6.33	42.20	20.18	-	62.38	per month
	3 pick-ups per week	51.48	9.08	60.56	30.27	-	90.83	per month
	4 pick-ups per week	68.62	12.11	80.73	40.36	-	121.09	per month
	5 pick-ups per week	85.77	15.14	100.91	50.44	-	151.35	per month
	6 pick-up per week	102.91	18.16	121.07	60.53	-	181.60	per month
8f.	2 Cubic Yard Bin (Standalone or half of 4-yard split bin	Labor	+ Fuel	= Total Collectior	+ Composting	+ Disposal	= Total	
	1 pick-up per week	28.70	5.06	33.76	13.46	-	47.22	per month
	2 pick-ups per week	46.65	8.23	54.88	26.90	-	81.78	per month
	3 pick-ups per week	64.62	11.40	76.02	40.36	-	116.38	per month
	4 pick-ups per week	82.57	14.57	97.14	53.80	-	150.94	per month
	5 pick-ups per week	100.53	17.74	118.27	67.26	-	185.53	per month
	6 pick-up per week	118.46	20.91	139.37	80.70	-	220.07	per month
8g.	3 Cubic Yard Bin	Labor	+ Fuel	= Total Collectior	+ Composting	+ Disposal	= Total	
	1 pick-up per week	41.17	7.26	48.43	20.18	-	68.61	per month
	2 pick-ups per week	60.32	10.64	70.96	40.36	-	111.32	per month
	3 pick-ups per week	73.80	13.02	86.82	60.52	-	147.34	per month
	4 pick-ups per week	92.91	16.40	109.31	80.70	-	190.01	per month

	5 pick-ups per week	112.05	19.77	131.82		100.88	-	232.70	per month
	6 pick-up per week	131.18	23.15	154.33		121.06	-	275.39	per month
8h.	4 Cubic Yard Bin	Labor	+ Fuel	= Total Collectior	+	Composting	+ Disposal	= Total	
	1 pick-up per week	53.64	9.47	63.11		26.90	-	90.01	per month
	2 pick-ups per week	73.95	13.05	87.00		53.80	-	140.80	per month
	3 pick-ups per week	94.26	16.63	110.89		80.70	-	191.59	per month
	4 pick-ups per week	114.58	20.22	134.80		107.60	-	242.40	per month
	5 pick-ups per week	134.88	23.80	158.68		134.51	-	293.19	per month
	6 pick-up per week	155.18	27.39	182.57		161.41	-	343.98	per month

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for divertible materials must be 50% lower than the average rate proposed for the equivalent MSW service shown in Tabs 4.1, 4.2, and 4.3. For example, if the proposed rate for a 2-yard MSW bin serviced 1 day per week is $100 per month if organics are being hauled to a composting facility; $110 per month if organics are being hauled to an AD facility; and $120 per month if organics are being hauled to a bio-engineered feedstock processing facility, the rate for a 2-yard recycling bin serviced 1 day per week would be $55 per month (i.e. the average of the three MSW rates, or $110 per month, multiplied by 50%).

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

9. Commercial and Multi-Family Yard Trimmings - Anaerobic Digestion

		Collection Component (85% Labor and 15% Fuel			Organics Processing Type	Residue Disposal		
9a.	35-gallon Cart	Labor	+ Fuel	= Total Collection	+ Anaerobic Digestion	+ Disposal	= Total	
	1 pick-up per week	10.74	1.90	12.64	1.23	-	13.87	per month
	2 pick-ups per week	21.48	3.79	25.27	2.46	-	27.73	per month
	3 pick-ups per week	32.22	5.69	37.91	3.69	-	41.60	per month
	4 pick-ups per week	42.93	7.58	50.51	4.92	-	55.43	per month
	5 pick-ups per week	53.69	9.47	63.16	6.16	-	69.32	per month
	6 pick-up per week	64.41	11.37	75.78	7.38	-	83.16	per month
9b.	65 Gallon Cart	Labor	+ Fuel	= Total Collection	+ Anaerobic Digestion	+ Disposal	= Total	
	1 pick-up per week	11.87	2.09	13.96	2.13	-	16.09	per month
	2 pick-ups per week	23.73	4.19	27.92	4.27	-	32.19	per month
	3 pick-ups per week	35.59	6.28	41.87	6.40	-	48.27	per month
	4 pick-ups per week	47.46	8.38	55.84	8.53	-	64.37	per month
	5 pick-ups per week	59.32	10.47	69.79	10.67	-	80.46	per month
	6 pick-up per week	71.20	12.56	83.76	12.80	-	96.56	per month
9c.	90 Gallon Cart	Labor	+ Fuel	= Total Collection	+ Anaerobic Digestion	+ Disposal	= Total	
	1 pick-up per week	13.00	2.29	15.29	3.12	-	18.41	per month
	2 pick-ups per week	25.99	4.59	30.58	6.23	-	36.81	per month
	3 pick-ups per week	39.00	6.88	45.88	9.36	-	55.24	per month

	4 pick-ups per week	51.99	9.17	61.16	12.48	-	73.64	per month	
	5 pick-ups per week	64.97	11.47	76.44	15.59	-	92.03	per month	
	6 pick-up per week	77.97	13.76	91.73	18.71	-	110.44	per month	
9d.	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	Labor	+ Fuel	= Total Collectior	+ Anaerobic Digestion	+ Disposal	= Total		
	1 pick-up per week	15.81	2.79	18.60	6.72	-	25.32	per month	
	2 pick-ups per week	29.89	5.28	35.17	13.46	-	48.63	per month	
	3 pick-ups per week	42.89	7.57	50.46	20.18	-	70.64	per month	
	4 pick-ups per week	57.19	10.09	67.28	26.90	-	94.18	per month	
	5 pick-ups per week	71.47	12.61	84.08	33.62	-	117.70	per month	
	6 pick-up per week	85.77	15.14	100.91	40.36	-	141.27	per month	
9e.	1.5 Cubic Yard Bin (standalone or half of 3-yard split bi	Labor	+ Fuel	= Total Collectior	+ Anaerobic Digestion	+ Disposal	= Total		
	1 pick-up per week	20.40	3.60	24.00	10.09	-	34.09	per month	
	2 pick-ups per week	35.87	6.33	42.20	20.18	-	62.38	per month	
	3 pick-ups per week	51.48	9.08	60.56	30.27	-	90.83	per month	
	4 pick-ups per week	68.62	12.11	80.73	40.36	-	121.09	per month	
	5 pick-ups per week	85.77	15.14	100.91	50.44	-	151.35	per month	
	6 pick-up per week	102.91	18.16	121.07	60.53	-	181.60	per month	
9f.	2 Cubic Yard Bin (Standalone or half of 4-yard split bin	Labor	+ Fuel	= Total Collectior	+ Anaerobic Digestion	+ Disposal	= Total		
	1 pick-up per week	28.70	5.06	33.76	13.46	-	47.22	per month	
	2 pick-ups per week	46.65	8.23	54.88	26.90	-	81.78	per month	
	3 pick-ups per week	64.62	11.40	76.02	40.36	-	116.38	per month	
	4 pick-ups per week	82.57	14.57	97.14	53.80	-	150.94	per month	
	5 pick-ups per week	100.53	17.74	118.27	67.26	-	185.53	per month	
	6 pick-up per week	118.46	20.91	139.37	80.70	-	220.07	per month	
9g.	3 Cubic Yard Bin	Labor	+ Fuel	= Total Collectior	+ Anaerobic Digestion	+ Disposal	= Total		
	1 pick-up per week	41.17	7.26	48.43	20.18	-	68.61	per month	
	2 pick-ups per week	60.32	10.64	70.96	40.36	-	111.32	per month	
	3 pick-ups per week	73.80	13.02	86.82	60.52	-	147.34	per month	
	4 pick-ups per week	92.91	16.40	109.31	80.70	-	190.01	per month	

5 pick-ups per week	112.05	19.77	131.82	100.88	-	232.70	per month
6 pick-up per week	131.18	23.15	154.33	121.06	-	275.39	per month

9h.	4 Cubic Yard Bin	Labor	+	Fuel	=	Total Collectior	+	Anaerobic Digestion	+	Disposal	=	Total	
	1 pick-up per week	53.64		9.47		63.11		26.90		-		90.01	per month
	2 pick-ups per week	73.95		13.05		87.00		53.80		-		140.80	per month
	3 pick-ups per week	94.26		16.63		110.89		80.70		-		191.59	per month
	4 pick-ups per week	114.58		20.22		134.80		107.60		-		242.40	per month
	5 pick-ups per week	134.88		23.80		158.68		134.51		-		293.19	per month
	6 pick-up per week	155.18		27.39		182.57		161.41		-		343.98	per month

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for divertible materials must be 50% lower than the average rate proposed for the equivalent MSW service shown in Tabs 4.1, 4.2, and 4.3. For example, if the proposed rate for a 2-yard MSW bin serviced 1 day per week is $100 per month if organics are being hauled to a composting facility; $110 per month if organics are being hauled to an AD facility; and $120 per month if organics are being hauled to a bio-engineered feedstock processing facility, the rate for a 2-yard recycling bin serviced 1 day per week would be $55 per month (i.e. the average of the three MSW rates, or $110 per month, multiplied by 50%).

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

10. Commercial and Multi-Family Co-collected Food Scraps and Yard Trimmings - Composting

		Collection Component (85% Labor and 15% Fuel			Composting Process	Residue Disposal		
10a.	35-gallon Cart	Labor	+ Fuel	= Total Collectior	+ Composting	+ Disposal	= Total	
	1 pick-up per week	10.74	1.90	12.64	1.23	-	13.87	per month
	2 pick-ups per week	21.48	3.79	25.27	2.46	-	27.73	per month
	3 pick-ups per week	32.22	5.69	37.91	3.69	-	41.60	per month
	4 pick-ups per week	42.93	7.58	50.51	4.92	-	55.43	per month
	5 pick-ups per week	53.69	9.47	63.16	6.16	-	69.32	per month
	6 pick-up per week	64.41	11.37	75.78	7.38	-	83.16	per month
10b.	65 Gallon Cart	Labor	+ Fuel	= Total Collectior	+ Composting	+ Disposal	= Total	
	1 pick-up per week	11.87	2.09	13.96	2.13	-	16.09	per month
	2 pick-ups per week	23.73	4.19	27.92	4.27	-	32.19	per month
	3 pick-ups per week	35.59	6.28	41.87	6.40	-	48.27	per month
	4 pick-ups per week	47.46	8.38	55.84	8.53	-	64.37	per month
	5 pick-ups per week	59.32	10.47	69.79	10.67	-	80.46	per month
	6 pick-up per week	71.20	12.56	83.76	12.80	-	96.56	per month
10c.	90 Gallon Cart	Labor	+ Fuel	= Total Collectior	+ Composting	+ Disposal	= Total	
	1 pick-up per week	13.00	2.29	15.29	3.12	-	18.41	per month
	2 pick-ups per week	25.99	4.59	30.58	6.23	-	36.81	per month
	3 pick-ups per week	39.00	6.88	45.88	9.36	-	55.24	per month

	4 pick-ups per week	51.99	9.17	61.16		12.48	-	73.64	per month
	5 pick-ups per week	64.97	11.47	76.44		15.59	-	92.03	per month
	6 pick-up per week	77.97	13.76	91.73		18.71	-	110.44	per month
10d.	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	Labor	+ Fuel	= Total Collection	+	Composting	+ Disposal	= Total	
	1 pick-up per week	15.81	2.79	18.60		6.72	-	25.32	per month
	2 pick-ups per week	29.89	5.28	35.17		13.46	-	48.63	per month
	3 pick-ups per week	42.89	7.57	50.46		20.18	-	70.64	per month
	4 pick-ups per week	57.19	10.09	67.28		26.90	-	94.18	per month
	5 pick-ups per week	71.47	12.61	84.08		33.62	-	117.70	per month
	6 pick-up per week	85.77	15.14	100.91		40.36	-	141.27	per month
10e.	1.5 Cubic Yard Bin (standalone or half of 3-yard split bi	Labor	+ Fuel	= Total Collection	+	Composting	+ Disposal	= Total	
	1 pick-up per week	20.40	3.60	24.00		10.09	-	34.09	per month
	2 pick-ups per week	35.87	6.33	42.20		20.18	-	62.38	per month
	3 pick-ups per week	51.48	9.08	60.56		30.27	-	90.83	per month
	4 pick-ups per week	68.62	12.11	80.73		40.36	-	121.09	per month
	5 pick-ups per week	85.77	15.14	100.91		50.44	-	151.35	per month
	6 pick-up per week	102.91	18.16	121.07		60.53	-	181.60	per month
10f.	2 Cubic Yard Bin (Standalone or half of 4-yard split bin	Labor	+ Fuel	= Total Collection	+	Composting	+ Disposal	= Total	
	1 pick-up per week	28.70	5.06	33.76		13.46	-	47.22	per month
	2 pick-ups per week	46.65	8.23	54.88		26.90	-	81.78	per month
	3 pick-ups per week	64.62	11.40	76.02		40.36	-	116.38	per month
	4 pick-ups per week	82.57	14.57	97.14		53.80	-	150.94	per month
	5 pick-ups per week	100.53	17.74	118.27		67.26	-	185.53	per month
	6 pick-up per week	118.46	20.91	139.37		80.70	-	220.07	per month
10g.	3 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+	Composting	+ Disposal	= Total	
	1 pick-up per week	41.17	7.26	48.43		20.18	-	68.61	per month
	2 pick-ups per week	60.32	10.64	70.96		40.36	-	111.32	per month
	3 pick-ups per week	73.80	13.02	86.82		60.52	-	147.34	per month
	4 pick-ups per week	92.91	16.40	109.31		80.70	-	190.01	per month

	5 pick-ups per week	112.05	19.77	131.82		100.88	-	232.70	per month
	6 pick-up per week	131.18	23.15	154.33		121.06	-	275.39	per month
10h.	4 Cubic Yard Bin	Labor	+ Fuel	= Total Collectior	+	Composting	+ Disposal	= Total	
	1 pick-up per week	53.64	9.47	63.11		26.90	-	90.01	per month
	2 pick-ups per week	73.95	13.05	87.00		53.80	-	140.80	per month
	3 pick-ups per week	94.26	16.63	110.89		80.70	-	191.59	per month
	4 pick-ups per week	114.58	20.22	134.80		107.60	-	242.40	per month
	5 pick-ups per week	134.88	23.80	158.68		134.51	-	293.19	per month
	6 pick-up per week	155.18	27.39	182.57		161.41	-	343.98	per month

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for divertible materials must be 50% lower than the average rate proposed for the equivalent MSW service shown in Tabs 4.1, 4.2, and 4.3. For example, if the proposed rate for a 2-yard MSW bin serviced 1 day per week is $100 per month if organics are being hauled to a composting facility; $110 per month if organics are being hauled to an AD facility; and $120 per month if organics are being hauled to a bio-engineered feedstock processing facility, the rate for a 2-yard recycling bin serviced 1 day per week would be $55 per month (i.e. the average of the three MSW rates, or $110 per month, multiplied by 50%).

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

11. Commercial and Multi-Family Co-collected Food Scraps and Yard Trimmings - Anaerobic Digestion

		Collection Component (85% Labor and 15% Fuel)			Composting Process	Residue Disposal		
11a.	35-gallon Cart	Labor	+ Fuel	= Total Collection	+ Anaerobic Digestion	+ Disposal	= Total	
	1 pick-up per week	10.74	1.90	12.64	1.23	-	13.87	per month
	2 pick-ups per week	21.48	3.79	25.27	2.46	-	27.73	per month
	3 pick-ups per week	32.22	5.69	37.91	3.69	-	41.60	per month
	4 pick-ups per week	42.93	7.58	50.51	4.92	-	55.43	per month
	5 pick-ups per week	53.69	9.47	63.16	6.16	-	69.32	per month
	6 pick-up per week	64.41	11.37	75.78	7.38	-	83.16	per month
11b.	65 Gallon Cart	Labor	+ Fuel	= Total Collection	+ Anaerobic Digestion	+ Disposal	= Total	
	1 pick-up per week	11.87	2.09	13.96	2.13	-	16.09	per month
	2 pick-ups per week	23.73	4.19	27.92	4.27	-	32.19	per month
	3 pick-ups per week	35.59	6.28	41.87	6.40	-	48.27	per month
	4 pick-ups per week	47.46	8.38	55.84	8.53	-	64.37	per month
	5 pick-ups per week	59.32	10.47	69.79	10.67	-	80.46	per month
	6 pick-up per week	71.20	12.56	83.76	12.80	-	96.56	per month
11c.	90 Gallon Cart	Labor	+ Fuel	= Total Collection	+ Anaerobic Digestion	+ Disposal	= Total	
	1 pick-up per week	13.00	2.29	15.29	3.12	-	18.41	per month
	2 pick-ups per week	25.99	4.59	30.58	6.23	-	36.81	per month
	3 pick-ups per week	39.00	6.88	45.88	9.36	-	55.24	per month

	4 pick-ups per week	51.99	9.17	61.16		12.48	-	73.64	per month
	5 pick-ups per week	64.97	11.47	76.44		15.59	-	92.03	per month
	6 pick-up per week	77.97	13.76	91.73		18.71	-	110.44	per month
11d.	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	Labor	+ Fuel	= Total Collectior	+	Anaerobic Digestion	+ Disposal	= Total	
	1 pick-up per week	15.81	2.79	18.60		6.72	-	25.32	per month
	2 pick-ups per week	29.89	5.28	35.17		13.46	-	48.63	per month
	3 pick-ups per week	42.89	7.57	50.46		20.18	-	70.64	per month
	4 pick-ups per week	57.19	10.09	67.28		26.90	-	94.18	per month
	5 pick-ups per week	71.47	12.61	84.08		33.62	-	117.70	per month
	6 pick-up per week	85.77	15.14	100.91		40.36	-	141.27	per month
11e.	1.5 Cubic Yard Bin (standalone or half of 3-yard split bi	Labor	+ Fuel	= Total Collectior	+	Anaerobic Digestion	+ Disposal	= Total	
	1 pick-up per week	20.40	3.60	24.00		10.09	-	34.09	per month
	2 pick-ups per week	35.87	6.33	42.20		20.18	-	62.38	per month
	3 pick-ups per week	51.48	9.08	60.56		30.27	-	90.83	per month
	4 pick-ups per week	68.62	12.11	80.73		40.36	-	121.09	per month
	5 pick-ups per week	85.77	15.14	100.91		50.44	-	151.35	per month
	6 pick-up per week	102.91	18.16	121.07		60.53	-	181.60	per month
11f.	2 Cubic Yard Bin (Standalone or half of 4-yard split bin	Labor	+ Fuel	= Total Collectior	+	Anaerobic Digestion	+ Disposal	= Total	
	1 pick-up per week	28.70	5.06	33.76		13.46	-	47.22	per month
	2 pick-ups per week	46.65	8.23	54.88		26.90	-	81.78	per month
	3 pick-ups per week	64.62	11.40	76.02		40.36	-	116.38	per month
	4 pick-ups per week	82.57	14.57	97.14		53.80	-	150.94	per month
	5 pick-ups per week	100.53	17.74	118.27		67.26	-	185.53	per month
	6 pick-up per week	118.46	20.91	139.37		80.70	-	220.07	per month
11g.	3 Cubic Yard Bin	Labor	+ Fuel	= Total Collectior	+	Anaerobic Digestion	+ Disposal	= Total	
	1 pick-up per week	41.17	7.26	48.43		20.18	-	68.61	per month
	2 pick-ups per week	60.32	10.64	70.96		40.36	-	111.32	per month
	3 pick-ups per week	73.80	13.02	86.82		60.52	-	147.34	per month
	4 pick-ups per week	92.91	16.40	109.31		80.70	-	190.01	per month

	5 pick-ups per week	112.05	19.77	131.82		100.88	-	232.70	per month
	6 pick-up per week	131.18	23.15	154.33		121.06	-	275.39	per month
11h.	4 Cubic Yard Bin	Labor	+ Fuel	= Total Collectior	+	Anaerobic Digestion	+ Disposal	= Total	
	1 pick-up per week	53.64	9.47	63.11		26.90	-	90.01	per month
	2 pick-ups per week	73.95	13.05	87.00		53.80	-	140.80	per month
	3 pick-ups per week	94.26	16.63	110.89		80.70	-	191.59	per month
	4 pick-ups per week	114.58	20.22	134.80		107.60	-	242.40	per month
	5 pick-ups per week	134.88	23.80	158.68		134.51	-	293.19	per month
	6 pick-up per week	155.18	27.39	182.57		161.41	-	343.98	per month

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the ""Processing"" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for recyclable materials **must be 50% lower** than the rate proposed for collection of MSW materials. The rates proposed in Section 15.2 shall provide the customer an economic incentive to source-separate the C&D debris when compared to the rates quoted for mixed C&D service in Section 16.2. The incentive in Section 15.02 is **NOT** required to be 50% for source-separated C&D service when compared to mixed C&D service.

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

Note: In completing the rates for Sections 12-19, Proposers shall use the assumed weights for roll-off boxes and compactors listed in Table 4 of the 'Assumptions' tab.

12. Permanent Compactor and Roll-Off Box Single-Material Recycling Service

		Collection Component (85% Labor and 15% Fuel)			Processing	Residue Disposal		
12a.	3 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collectior	+ Clean MRF	+ Disposal	= Total	
	On-call or Scheduled Service	34.38	6.07	40.45	8.74	0.97	50.16	~~per month~~ per pull
12b.	4 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collectior	+ Clean MRF	+ Disposal	= Total	
	On-call or Scheduled Service	34.38	6.07	40.45	14.30	1.59	56.34	~~per month~~ per pull
12c.	6 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collectior	+ Clean MRF	+ Disposal	= Total	
	On-call or Scheduled Service	36.54	6.45	42.99	20.62	2.29	65.90	~~per month~~ per pull
12d.	10 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collectior	+ Clean MRF	+ Disposal	= Total	
	On-call or Scheduled Service	151.06	26.66	177.72	27.68	3.08	208.48	~~per month~~ per pull
12e.	20 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collectior	+ Clean MRF	+ Disposal	= Total	
	On-call or Scheduled Service	151.06	26.66	177.72	139.06	15.45	332.23	~~per month~~ per pull
12f.	30 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collectior	+ Clean MRF	+ Disposal	= Total	
	On-call or Scheduled Service	151.06	26.66	177.72	139.06	15.45	332.23	~~per month~~ per pull
12g.	40 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collectior	+ Clean MRF	+ Disposal	= Total	
	On-call or Scheduled Service	151.06	26.66	177.72	139.06	15.45	332.23	~~per month~~ per pull

12h.	10 Cu. Yd. Roll Off Box	Labor	+	Fuel	=	Total Collection	+	Clean MRF	+	Disposal	=	Total
	On-call or Scheduled Service	137.56		24.28		161.84		107.38		11.93		281.15 per month ~~per pull~~
12i.	20 Cu. Yd. Roll Off Box	Labor	+	Fuel	=	Total Collection	+	Clean MRF	+	Disposal	=	Total
	On-call or Scheduled Service	137.56		24.28		161.84		26.38		2.93		191.15 per month ~~per pull~~
12j.	30 Cu. Yd. Roll Off Box	Labor	+	Fuel	=	Total Collection	+	Clean MRF	+	Disposal	=	Total
	On-call or Scheduled Service	137.56		24.28		161.84		46.63		5.18		213.65 per month ~~per pull~~
12k.	40 Cu. Yd. Roll Off Box	Labor	+	Fuel	=	Total Collection	+	Clean MRF	+	Disposal	=	Total
	On-call or Scheduled Service	137.56		24.28		161.84		77.00		8.56		247.40 per month ~~per pull~~

13.1 Permanent Compactor and Roll-Off Box Single Stream Recycling Service

		Collection Component (85% Labor and 15% Fuel)						Processing		Residual Disposal		
13.1a	3 Cu. Yd. Compactor	Labor	+	Fuel	=	Total Collection	+	Clean MRF	+	Disposal	=	Total
	On-call or Scheduled Service	34.38		6.07		40.45		8.74		0.97		50.16 per month ~~per pull~~
13.1b	4 Cu. Yd. Compactor	Labor	+	Fuel	=	Total Collection	+	Clean MRF	+	Disposal	=	Total
	On-call or Scheduled Service	34.38		6.07		40.45		14.30		1.59		56.34 per month ~~per pull~~
13.1c	6 Cu. Yd. Compactor	Labor	+	Fuel	=	Total Collection	+	Clean MRF	+	Disposal	=	Total
	On-call or Scheduled Service	36.54		6.45		42.99		20.62		2.29		65.90 per month ~~per pull~~
13.1d	10 Cu. Yd. Compactor	Labor	+	Fuel	=	Total Collection	+	Clean MRF	+	Disposal	=	Total
	On-call or Scheduled Service	151.06		26.66		177.72		27.68		3.08		208.48 per month ~~per pull~~
13.1e	20 Cu. Yd. Compactor	Labor	+	Fuel	=	Total Collection	+	Clean MRF	+	Disposal	=	Total
	On-call or Scheduled Service	151.06		26.66		177.72		139.06		15.45		332.23 per month ~~per pull~~
13.1f	30 Cu. Yd. Compactor	Labor	+	Fuel	=	Total Collection	+	Clean MRF	+	Disposal	=	Total
	On-call or Scheduled Service	151.06		26.66		177.72		139.06		15.45		332.23 per month ~~per pull~~
13.1g	40 Cu. Yd. Compactor	Labor	+	Fuel	=	Total Collection	+	Clean MRF	+	Disposal	=	Total
	On-call or Scheduled Service	151.06		26.66		177.72		139.06		15.45		332.23 per month ~~per pull~~

13.1h	10 Cu. Yd. Roll Off Box	Labor	+	Fuel	=	Total Collection	+	Clean MRF	+	Disposal	=	Total	
	On-call or Scheduled Service	137.56		24.28		161.84		107.38		11.93		281.15	~~per month~~ per pull
13.1i	20 Cu. Yd. Roll Off Box	Labor	+	Fuel	=	Total Collection	+	Clean MRF	+	Disposal	=	Total	
	On-call or Scheduled Service	137.56		24.28		161.84		26.38		2.93		191.15	~~per month~~ per pull
13.1j	30 Cu. Yd. Roll Off Box	Labor	+	Fuel	=	Total Collection	+	Clean MRF	+	Disposal	=	Total	
	On-call or Scheduled Service	137.56		24.28		161.84		46.63		5.18		213.65	~~per month~~ per pull
13.1k	40 Cu. Yd. Roll Off Box	Labor	+	Fuel	=	Total Collection	+	Clean MRF	+	Disposal	=	Total	
	On-call or Scheduled Service	137.56		24.28		161.84		77.00		8.56		247.40	~~per month~~ per pull

13.2 Permanent Compactor - Food Scrap Recycling Service - Composting

		Collection Component (85% Labor and 15% Fuel						Processing		Residual Disposal			
13.2a	10 Cu. Yd. Compactor	Labor	+	Fuel	=	Total Collection	+	Composting Facility	+	Disposal	=	Total	
	On-call or Scheduled Service	201.42		35.54		236.96		300.25		-		537.21	per pull
13.2b	20 Cu. Yd. Compactor	Labor	+	Fuel	=	Total Collection	+	Composting Facility	+	Disposal	=	Total	
	On-call or Scheduled Service	201.42		35.54		236.96		540.45		-		777.41	per pull
13.2c	30 Cu. Yd. Compactor	Labor	+	Fuel	=	Total Collection	+	Composting Facility	+	Disposal	=	Total	
	On-call or Scheduled Service	201.42		35.54		236.96		540.45		-		777.41	per pull

13.3 Permanent Compactor - Food Scrap Recycling Service - Bio-engineered Feed Stock

		Collection Component (85% Labor and 15% Fuel						Processing		Residual Disposal			
13.3a	10 Cu. Yd. Compactor	Labor	+	Fuel	=	Total Collection	+	Bioengineered Feedstock	+	Disposal	=	Total	
	On-call or Scheduled Service	201.42		35.54		236.96		470.25		-		707.21	per pull
13.3b	20 Cu. Yd. Compactor	Labor	+	Fuel	=	Total Collection	+	Bioengineered Feedstock	+	Disposal	=	Total	
	On-call or Scheduled Service	201.42		35.54		236.96		846.45		-		1,083.41	per pull
13.3c	30 Cu. Yd. Compactor	Labor	+	Fuel	=	Total Collection	+	Bioengineered Feedstock	+	Disposal	=	Total	
	On-call or Scheduled Service	201.42		35.54		236.96		846.45		-		1,083.41	per pull

13.4 Permanent Compactor - Food Scrap Recycling Service - Anaerobic DIgestion

		Collection Component (85% Labor and 15% Fuel			Processing	Residual Disposal		
13.4a	10 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collection	+ AD	+ Disposal	= Total	
	On-call or Scheduled Service	201.42	35.54	236.96	487.50	-	724.46	per pull
13.4b	20 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collection	+ AD	+ Disposal	= Total	
	On-call or Scheduled Service	201.42	35.54	236.96	877.50	-	1,114.46	per pull
13.4c	30 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collection	+ AD	+ Disposal	= Total	
	On-call or Scheduled Service	201.42	35.54	236.96	877.50		1,114.46	per pull

14. Permanent Compactor and Roll-Off Box for Direct Haul to Landfill Service

		Collection Component (85% Labor and 15% Fuel)			Disposal Component		
14a.	3 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collection	+ Disposal	= Total	
	On-call or Scheduled Service	64.49	-	75.87	24.45	100.32	~~per month~~ per pull
14b.	4 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collection	+ Disposal	= Total	
	On-call or Scheduled Service	68.77	-	80.91	31.77	112.68	~~per month~~ per pull
14c.	6 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collection	+ Disposal	= Total	
	On-call or Scheduled Service	73.07	-	85.97	45.82	131.79	~~per month~~ per pull
14d.	10 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collection	+ Disposal	= Total	
	On-call or Scheduled Service	201.42	-	236.96	180.00	416.96	~~per month~~ per pull
14e.	20 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collection	+ Disposal	= Total	
	On-call or Scheduled Service	201.42	-	236.96	427.50	664.46	~~per month~~ per pull
14f.	30 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collection	+ Disposal	= Total	
	On-call or Scheduled Service	201.42	-	236.96	427.50	664.46	~~per month~~ per pull
14g.	40 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collection	+ Disposal	= Total	
	On-call or Scheduled Service	201.42	-	236.96	427.50	664.46	~~per month~~ per pull
14h.	10 Cu. Yd. Roll Off Box	Labor	+ Fuel	= Total Collection	+ Disposal	= Total	
	On-call or Scheduled Service	171.96	-	202.31	360.00	562.31	~~per month~~ per pull

14i.	20 Cu. Yd. Roll Off Box	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total			
	On-call or Scheduled Service	171.96		-		202.31		180.00		382.31	~~per month~~ per pull		
14j.	30 Cu. Yd. Roll Off Box	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total			
	On-call or Scheduled Service	171.96		-		202.31		225.00		427.31	~~per month~~ per pull		
14k.	40 Cu. Yd. Roll Off Box	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total			
	On-call or Scheduled Service	171.96		-		202.31		292.50		494.81	~~per month~~ per pull		

15.1 Temporary Bin and Roll-Off Bin Single-Material Recycling Service - Including 2, 3, 4, and 6 yard Bin Service

		Collection Component (85% Labor and 15% Fuel				Processing		Residual Disposal			
15.1a	2 Cubic Yard Bin	Labor	+ Fuel	= Total Collectior	+	Clean MRF	+	Disposal	=	Total	
	Daily (Same day Service)	36.86	6.50	43.36		9.26		1.03		53.65	per pull
	Weekly (Mon. - Following Mon.)	36.86	6.50	43.36		9.26		1.03		53.65	per pull
	Weekend (Fri. - Mon.)	36.86	6.50	43.36		9.26		1.03		53.65	per pull
	Other:			-						-	per pull
15.1b	3 Cubic Yard Bin	Labor	+ Fuel	= Total Collectior	+	Clean MRF	+	Disposal	=	Total	
	Daily (Same day Service)	36.86	6.50	43.36		10.70		1.19		55.25	per pull
	Weekly (Mon. - Following Mon.)	36.86	6.50	43.36		10.70		1.19		55.25	per pull
	Weekend (Fri. - Mon.)	36.86	6.50	43.36		10.70		1.19		55.25	per pull
	Other:			-						-	per pull
15.1c	4 Cubic Yard Bin	Labor	+ Fuel	= Total Collectior	+	Clean MRF	+	Disposal	=	Total	
	Daily (Same day Service)	39.30	6.93	46.23		14.20		1.58		62.01	per pull
	Weekly (Mon. - Following Mon.)	39.30	6.93	46.23		14.20		1.58		62.01	per pull
	Weekend (Fri. - Mon.)	39.30	6.93	46.23		14.20		1.58		62.01	per pull
	Other:			-						-	per pull
15.1d	6 Cubic Yard Bin	Labor	+ Fuel	= Total Collectior	+	Clean MRF	+	Disposal	=	Total	
	Daily (Same day Service)	41.76	7.37	49.13		20.97		2.33		72.43	per pull
	Weekly (Mon. - Following Mon.)	41.76	7.37	49.13		20.97		2.33		72.43	per pull
	Weekend (Fri. - Mon.)	41.76	7.37	49.13		20.97		2.33		72.43	per pull

	Other:			-			-	per pull
15.1e	10 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collection	+ Clean MRF	+ Disposal	= Total	
	Daily (Same day Service)	128.97	22.76	151.73	166.21	18.47	336.41	per pull
	Weekly (Mon. - Following Mon.)	128.97	22.76	151.73	166.21	18.47	336.41	per pull
	Weekend (Fri. - Mon.)	128.97	22.76	151.73	166.21	18.47	336.41	per pull
	Other:			-			-	per pull
15.1f	20 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collection	+ Clean MRF	+ Disposal	= Total	
	Daily (Same day Service)	128.97	22.76	151.73	60.35	6.70	218.78	per pull
	Weekly (Mon. - Following Mon.)	128.97	22.76	151.73	60.35	6.70	218.78	per pull
	Weekend (Fri. - Mon.)	128.97	22.76	151.73	60.35	6.70	218.78	per pull
	Other:			-			-	per pull
15.1g	30 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collection	+ Clean MRF	+ Disposal	= Total	
	Daily (Same day Service)	128.97	22.76	151.73	86.81	9.64	248.18	per pull
	Weekly (Mon. - Following Mon.)	128.97	22.76	151.73	86.81	9.64	248.18	per pull
	Weekend (Fri. - Mon.)	128.97	22.76	151.73	86.81	9.64	248.18	per pull
	Other:			-			-	per pull
15.1h	40 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collection	+ Clean MRF	+ Disposal	= Total	
	Daily (Same day Service)	128.97	22.76	151.73	130.21	14.47	296.41	per pull
	Weekly (Mon. - Following Mon.)	128.97	22.76	151.73	130.21	14.47	296.41	per pull
	Weekend (Fri. - Mon.)	128.97	22.76	151.73	130.21	14.47	296.41	per pull
	Other:			-			-	per pull

15.2 Temporary Bin and Roll-Off Bin Source Separated Construction & Demolition Recycling Service - Including 2, 3, 4, and 6 yard Bin Service (rate must provide customer an economic incentive when compared to mixed C&D service)

		Collection Component (85% Labor and 15% Fuel)				Residual Disposal	
15.2a	2 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+ C&D Debris Processing Facility	+ Disposal	= Total	
	Daily (Same day Service)	58.96	10.41	69.37	12.17	1.84	83.38	per pull
	Weekly (Mon. - Following Mon.)	58.96	10.41	69.37	12.17	1.84	83.38	per pull
	Weekend (Fri. - Mon.)	58.96	10.41	69.37	12.17	1.84	83.38	per pull

	Other:			-			-	per pull			
15.2b	3 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+ C&D Debris Processing Facility	+ Disposal	= Total				
	Daily (Same day Service)	58.96	10.41	69.37	14.34	1.84	85.55	per pull			
	Weekly (Mon. - Following Mon.)	58.96	10.41	69.37	14.34	1.84	85.55	per pull			
	Weekend (Fri. - Mon.)	58.96	10.41	69.37	14.34	1.84	85.55	per pull			
	Other:			-			-	per pull			
15.2c	4 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+ C&D Debris Processing Facility	+ Disposal	= Total				
	Daily (Same day Service)	62.87	11.10	73.97	16.83	4.62	95.42	per pull			
	Weekly (Mon. - Following Mon.)	62.87	11.10	73.97	16.83	4.62	95.42	per pull			
	Weekend (Fri. - Mon.)	62.87	11.10	73.97	16.83	4.62	95.42	per pull			
	Other:			-			-	per pull			
15.2d	6 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+ C&D Debris Processing Facility	+ Disposal	= Total				
	Daily (Same day Service)	66.81	11.79	78.60	25.74	5.94	110.28	per pull			
	Weekly (Mon. - Following Mon.)	66.81	11.79	78.60	25.74	5.94	110.28	per pull			
	Weekend (Fri. - Mon.)	66.81	11.79	78.60	25.74	5.94	110.28	per pull			
	Other:			-			-	per pull			
15.2e	10 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collection	+ C&D Debris Processing Facility	+ Disposal	= Total				
	Daily (Same day Service)	154.76	27.31	182.07	227.88	92.07	502.02	per pull			
	Weekly (Mon. - Following Mon.)	154.76	27.31	182.07	227.88	92.07	502.02	per pull			
	Weekend (Fri. - Mon.)	154.76	27.31	182.07	227.88	92.07	502.02	per pull			
	Other:			-			-	per pull			
15.2f	20 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collection	+ C&D Debris Processing Facility	+ Disposal	= Total				
	Daily (Same day Service)	154.76	27.31	182.07	113.94	46.04	342.05	per pull			
	Weekly (Mon. - Following Mon.)	154.76	27.31	182.07	113.94	46.04	342.05	per pull			
	Weekend (Fri. - Mon.)	154.76	27.31	182.07	113.94	46.04	342.05	per pull			
	Other:			-			-	per pull			
15.2g	30 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collection	+ C&D Debris Processing Facility	+ Disposal	= Total				

	Daily (Same day Service)	154.76	27.31	182.07	142.43	57.53	382.03	per pull
	Weekly (Mon. - Following Mon.)	154.76	27.31	182.07	142.43	57.53	382.03	per pull
	Weekend (Fri. - Mon.)	154.76	27.31	182.07	142.43	57.53	382.03	per pull
	Other:			-			-	per pull
15.2h	40 Cubic Yard Roll-Off	Labor +	Fuel ≈	Total Collection +	C&D Debris Processing Facility +	Disposal =	Total	
	Daily (Same day Service)	154.76	27.31	182.07	189.80	75.75	447.62	per pull
	Weekly (Mon. - Following Mon.)	154.76	27.31	182.07	189.80	75.75	447.62	per pull
	Weekend (Fri. - Mon.)	154.76	27.31	182.07	189.80	75.75	447.62	per pull
	Other:			-			-	per pull

16.1 Temporary Bin and Roll-Off Box Service - Including 2, 3, 4, and 6 yard Bin Service - Single Stream Recycling ~~(i.e. Mixed C&D Processing)~~

		Collection Component (85% Labor and 15% Fuel			Processing	Residual Disposal		
16.1a	2 Cubic Yard Bin	Labor +	Fuel ≈	Total Collection +	Clean MRF +	Disposal =	Total	
	Daily (Same day Service)	36.86	6.50	43.36	9.26	1.03	53.65	per pull
	Weekly (Mon. - Following Mon.)	36.86	6.50	43.36	9.26	1.03	53.65	per pull
	Weekend (Fri. - Mon.)	36.86	6.50	43.36	9.26	1.03	53.65	per pull
	Other:			-			-	per pull
16.1b	3 Cubic Yard Bin	Labor +	Fuel ≈	Total Collection +	Clean MRF +	Disposal =	Total	
	Daily (Same day Service)	36.86	6.50	43.36	10.70	1.19	55.25	per pull
	Weekly (Mon. - Following Mon.)	36.86	6.50	43.36	10.70	1.19	55.25	per pull
	Weekend (Fri. - Mon.)	36.86	6.50	43.36	10.70	1.19	55.25	per pull
	Other:			-			-	per pull
16.1c	4 Cubic Yard Bin	Labor +	Fuel ≈	Total Collection +	Clean MRF +	Disposal =	Total	
	Daily (Same day Service)	39.30	6.93	46.23	14.20	1.58	62.01	per pull
	Weekly (Mon. - Following Mon.)	39.30	6.93	46.23	14.20	1.58	62.01	per pull
	Weekend (Fri. - Mon.)	39.30	6.93	46.23	14.20	1.58	62.01	per pull
	Other:			-			-	per pull
16.1d	6 Cubic Yard Bin	Labor +	Fuel ≈	Total Collection +	Clean MRF +	Disposal =	Total	
	Daily (Same day Service)	41.76	7.37	49.13	20.97	2.33	72.43	per pull
	Weekly (Mon. - Following Mon.)	41.76	7.37	49.13	20.97	2.33	72.43	per pull

Weekend (Fri. - Mon.)	41.76	7.37	49.13		20.97	2.33	72.43	per pull
Other:			-				-	per pull
16.1e 10 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collection	+	Clean MRF	+ Disposal	= Total	
Daily (Same day Service)	128.97	22.76	151.73		166.21	18.47	336.41	per pull
Weekly (Mon. - Following Mon.)	128.97	22.76	151.73		166.21	18.47	336.41	per pull
Weekend (Fri. - Mon.)	128.97	22.76	151.73		166.21	18.47	336.41	per pull
Other:			-				-	per pull
16.1f 20 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collection	+	Clean MRF	+ Disposal	= Total	
Daily (Same day Service)	128.97	22.76	151.73		60.35	6.70	218.78	per pull
Weekly (Mon. - Following Mon.)	128.97	22.76	151.73		60.35	6.70	218.78	per pull
Weekend (Fri. - Mon.)	128.97	22.76	151.73		60.35	6.70	218.78	per pull
Other:			-				-	per pull
16.1g 30 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collection	+	Clean MRF	+ Disposal	= Total	
Daily (Same day Service)	128.97	22.76	151.73		86.81	9.64	248.18	per pull
Weekly (Mon. - Following Mon.)	128.97	22.76	151.73		86.81	9.64	248.18	per pull
Weekend (Fri. - Mon.)	128.97	22.76	151.73		86.81	9.64	248.18	per pull
Other:			-				-	per pull
16.1h 40 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collection	+	Clean MRF	+ Disposal	= Total	
Daily (Same day Service)	128.97	22.76	151.73		130.21	14.47	296.41	per pull
Weekly (Mon. - Following Mon.)	128.97	22.76	151.73		130.21	14.47	296.41	per pull
Weekend (Fri. - Mon.)	128.97	22.76	151.73		130.21	14.47	296.41	per pull
Other:			-				-	per pull

16.2 Temporary Bin and Roll-Off Box Service - Including 2, 3, 4, and 6 yard Bin Service - Mixed C&D Service

	Collection Component (85% Labor and 15% Fuel			Processing	Residual Disposal		
16.2a 2 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+ C&D Debris Processing Facility	+ Disposal	= Total	
Daily (Same day Service)	73.70	13.01	86.71	17.89	2.70	107.30	per pull
Weekly (Mon. - Following Mon.)	73.70	13.01	86.71	17.89	2.70	107.30	per pull

	Weekend (Fri. - Mon.)	73.70	13.01	86.71		17.89	2.70	107.30	per pull
	Other:			-				-	per pull
16.2b	3 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+	C&D Debris Processing Facility	+ Disposal	= Total	
	Daily (Same day Service)	73.70	13.01	86.71		21.09	2.70	110.50	per pull
	Weekly (Mon. - Following Mon.)	73.70	13.01	86.71		21.09	2.70	110.50	per pull
	Weekend (Fri. - Mon.)	73.70	13.01	86.71		21.09	2.70	110.50	per pull
	Other:			-				-	per pull
16.2c	4 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+	C&D Debris Processing Facility	+ Disposal	= Total	
	Daily (Same day Service)	78.59	13.87	92.46		24.75	6.80	124.01	per pull
	Weekly (Mon. - Following Mon.)	78.59	13.87	92.46		24.75	6.80	124.01	per pull
	Weekend (Fri. - Mon.)	78.59	13.87	92.46		24.75	6.80	124.01	per pull
	Other:			-				-	per pull
16.2d	6 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+	C&D Debris Processing Facility	+ Disposal	= Total	
	Daily (Same day Service)	83.51	14.74	98.25		37.86	8.74	144.85	per pull
	Weekly (Mon. - Following Mon.)	83.51	14.74	98.25		37.86	8.74	144.85	per pull
	Weekend (Fri. - Mon.)	83.51	14.74	98.25		37.86	8.74	144.85	per pull
	Other:			-				-	per pull
16.2e	10 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collection	+	C&D Debris Processing Facility	+ Disposal	= Total	
	Daily (Same day Service)	171.96	30.35	202.31		335.12	135.39	672.82	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31		335.12	135.39	672.82	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31		335.12	135.39	672.82	per pull
	Other:			-				-	per pull
16.2f	20 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collection	+	C&D Debris Processing Facility	+ Disposal	= Total	
	Daily (Same day Service)	171.96	30.35	202.31		167.56	67.70	437.57	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31		167.56	67.70	437.57	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31		167.56	67.70	437.57	per pull
	Other:			-				-	per pull
16.2g	30 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collection	+	C&D Debris Processing Facility	+ Disposal	= Total	

	Daily (Same day Service)	171.96	30.35	202.31	209.45	84.61	496.37	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	209.45	84.61	496.37	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	209.45	84.61	496.37	per pull
	Other:			-			-	per pull
16.2h	40 Cubic Yard Roll-Off	Labor	+ Fuel	≈ Total Collection	+ C&D Debris Processing Facility	+ Disposal	= Total	
	Daily (Same day Service)	171.96	30.35	202.31	279.12	111.39	592.82	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	279.12	111.39	592.82	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	279.12	111.39	592.82	per pull
	Other:			-			-	per pull

17. Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service - Direct to Landfill Service

		Collection Component (85% Labor and 15% Fuel)			Disposal Component		
17a.	2 Cubic Yard Bin	Labor +	Fuel =	Total Collection +	Disposal =	Total	
	Daily (Same day Service)	73.70	-	86.71	20.59	107.30	per pull
	Weekly (Mon. - Following Mon.)	73.70	-	86.71	20.59	107.30	per pull
	Weekend (Fri. - Mon.)	73.70	-	86.71	20.59	107.30	per pull
	Other:			-		-	per pull
17b.	3 Cubic Yard Bin	Labor +	Fuel =	Total Collection +	Disposal =	Total	
	Daily (Same day Service)	73.70	-	86.71	23.79	110.50	per pull
	Weekly (Mon. - Following Mon.)	73.70	-	86.71	23.79	110.50	per pull
	Weekend (Fri. - Mon.)	73.70	-	86.71	23.79	110.50	per pull
	Other:			-		-	per pull
17c.	4 Cubic Yard Bin	Labor +	Fuel =	Total Collection +	Disposal =	Total	
	Daily (Same day Service)	78.59	-	92.46	31.55	124.01	per pull
	Weekly (Mon. - Following Mon.)	78.59	-	92.46	31.55	124.01	per pull
	Weekend (Fri. - Mon.)	78.59	-	92.46	31.55	124.01	per pull
	Other:			-		-	per pull
17d.	6 Cubic Yard Bin	Labor +	Fuel =	Total Collection +	Disposal =	Total	

Daily (Same day Service)	83.51	-	98.25	46.60	144.85	per pull		
Weekly (Mon. - Following Mon.)	83.51	-	98.25	46.60	144.85	per pull		
Weekend (Fri. - Mon.)	83.51	-	98.25	46.60	144.85	per pull		
Other:			-		-	per pull		

17e.	10 Cubic Yard Roll-Off	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total
Daily (Same day Service)	171.96	-	202.31	470.51	672.82	per pull				
Weekly (Mon. - Following Mon.)	171.96	-	202.31	470.51	672.82	per pull				
Weekend (Fri. - Mon.)	171.96	-	202.31	470.51	672.82	per pull				
Other:			-		-	per pull				

17f.	20 Cubic Yard Roll-Off	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total
Daily (Same day Service)	171.96	-	202.31	235.26	437.57	per pull				
Weekly (Mon. - Following Mon.)	171.96	-	202.31	235.26	437.57	per pull				
Weekend (Fri. - Mon.)	171.96	-	202.31	235.26	437.57	per pull				
Other:			-		-	per pull				

17g.	30 Cubic Yard Roll-Off	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total
Daily (Same day Service)	171.96	-	202.31	294.06	496.37	per pull				
Weekly (Mon. - Following Mon.)	171.96	-	202.31	294.06	496.37	per pull				
Weekend (Fri. - Mon.)	171.96	-	202.31	294.06	496.37	per pull				
Other:			-		-	per pull				

17h.	40 Cubic Yard Roll-Off	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total
Daily (Same day Service)	171.96	-	202.31	390.51	592.82	per pull				
Weekly (Mon. - Following Mon.)	171.96	-	202.31	390.51	592.82	per pull				
Weekend (Fri. - Mon.)	171.96	-	202.31	390.51	592.82	per pull				
Other:			-		-	per pull				

18. Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service Food Scraps - Composting

		Collection Component (85% Labor and 15% Fuel				Processing		Residual Disposal		
18a.	2 Cubic Yard Bin	Labor	+	Fuel	=	Total Collection	+	Composting	+	Disposal	=	Total

	Daily (Same day Service)	73.70	13.01	86.71	22.46	-	109.17	per pull
	Weekly (Mon. - Following Mon.)	73.70	13.01	86.71	22.46	-	109.17	per pull
	Weekend (Fri. - Mon.)	73.70	13.01	86.71	22.46	-	109.17	per pull
	Other:			-			-	per pull
18b.	3 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+ Composting	+ Disposal	= Total	
	Daily (Same day Service)	73.70	13.01	86.71	33.69	-	120.40	per pull
	Weekly (Mon. - Following Mon.)	73.70	13.01	86.71	33.69	-	120.40	per pull
	Weekend (Fri. - Mon.)	73.70	13.01	86.71	33.69	-	120.40	per pull
	Other:			-			-	per pull
18c.	4 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+ Composting	+ Disposal	= Total	
	Daily (Same day Service)	78.59	13.87	92.46	44.92	-	137.38	per pull
	Weekly (Mon. - Following Mon.)	78.59	13.87	92.46	44.92	-	137.38	per pull
	Weekend (Fri. - Mon.)	78.59	13.87	92.46	44.92	-	137.38	per pull
	Other:			-			-	per pull
18d.	6 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+ Composting	+ Disposal	= Total	
	Daily (Same day Service)	83.51	14.74	98.25	67.38	-	165.63	per pull
	Weekly (Mon. - Following Mon.)	83.51	14.74	98.25	67.38	-	165.63	per pull
	Weekend (Fri. - Mon.)	83.51	14.74	98.25	67.38	-	165.63	per pull
	Other:			-			-	per pull
18e.	10 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collection	+ Composting	+ Disposal	= Total	
	Daily (Same day Service)	171.96	30.35	202.31	360.30	-	562.61	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	360.30	-	562.61	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	360.30	-	562.61	per pull
	Other:			-			-	per pull
18f.	20 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collection	+ Composting	+ Disposal	= Total	
	Daily (Same day Service)	171.96	30.35	202.31	360.30	-	562.61	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	360.30	-	562.61	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	360.30	-	562.61	per pull

	Other:			-			-	per pull		
18g.	30 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collection	+ Composting	+ Disposal	= Total			
	Daily (Same day Service)	171.96	30.35	202.31	420.35	-	622.66	per pull		
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	420.35	-	622.66	per pull		
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	420.35	-	622.66	per pull		
	Other:			-			-	per pull		
18h.	40 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collection	+ Composting	+ Disposal	= Total			
	Daily (Same day Service)	171.96	30.35	202.31	540.45	-	742.76	per pull		
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	540.45	-	742.76	per pull		
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	540.45	-	742.76	per pull		
	Other:			-			-	per pull		

19.1 Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service- Food Scraps - Anaerobic Digestion (AD)

		Collection Component (85% Labor and 15% Fuel			Processing	Non-digestate Disposal		
19.1a	2 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+ Anaerobic Digestion	+ Disposal	= Total	
	Daily (Same day Service)	73.70	13.01	86.71	36.47	-	123.18	per pull
	Weekly (Mon. - Following Mon.)	73.70	13.01	86.71	36.47	-	123.18	per pull
	Weekend (Fri. - Mon.)	73.70	13.01	86.71	36.47	-	123.18	per pull
	Other:			-			-	per pull
19.1b	3 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+ Anaerobic Digestion	+ Disposal	= Total	
	Daily (Same day Service)	73.70	13.01	86.71	54.70	-	141.41	per pull
	Weekly (Mon. - Following Mon.)	73.70	13.01	86.71	54.70	-	141.41	per pull
	Weekend (Fri. - Mon.)	73.70	13.01	86.71	54.70	-	141.41	per pull
	Other:			-			-	per pull
19.1c	4 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+ Anaerobic Digestion	+ Disposal	= Total	
	Daily (Same day Service)	78.59	13.87	92.46	72.93	-	165.39	per pull
	Weekly (Mon. - Following Mon.)	78.59	13.87	92.46	72.93	-	165.39	per pull
	Weekend (Fri. - Mon.)	78.59	13.87	92.46	72.93	-	165.39	per pull
	Other:			-			-	per pull
19.1d	6 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+ Anaerobic Digestion	+ Disposal	= Total	

	Daily (Same day Service)	83.51	14.74	98.25	109.40	-	207.65	per pull
	Weekly (Mon. - Following Mon.)	83.51	14.74	98.25	109.40	-	207.65	per pull
	Weekend (Fri. - Mon.)	83.51	14.74	98.25	109.40	-	207.65	per pull
	Other:			-			-	per pull
19.1e	10 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collectior	+ Anaerobic Digestion	+ Disposal	= Total	
	Daily (Same day Service)	171.96	30.35	202.31	585.00	-	787.31	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	585.00	-	787.31	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	585.00	-	787.31	per pull
	Other:			-			-	per pull
19.1f	20 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collectior	+ Anaerobic Digestion	+ Disposal	= Total	
	Daily (Same day Service)	171.96	30.35	202.31	585.00	-	787.31	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	585.00	-	787.31	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	585.00	-	787.31	per pull
	Other:			-			-	per pull
19.1g	30 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collectior	+ Anaerobic Digestion	+ Disposal	= Total	
	Daily (Same day Service)	171.96	30.35	202.31	682.50	-	884.81	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	682.50	-	884.81	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	682.50	-	884.81	per pull
	Other:			-			-	per pull
19.1h	40 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collectior	+ Anaerobic Digestion	+ Disposal	= Total	
	Daily (Same day Service)	171.96	30.35	202.31	877.50	-	1,079.81	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	877.50	-	1,079.81	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	877.50	-	1,079.81	per pull
	Other:			-			-	per pull

19.2 Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service- Food Scraps - Bio Engineered Feed Stock

		Collection Component (85% Labor and 15% Fuel)			Processing	Non-digestate Disposal	
19.2a	2 Cubic Yard Bin	Labor	+ Fuel	= Total Collectior	+ Bio Engineered Feedstock +	Disposal	= Total

	Daily (Same day Service)	73.70	13.01	86.71		35.17	-	121.88	per pull
	Weekly (Mon. - Following Mon.)	73.70	13.01	86.71		35.17	-	121.88	per pull
	Weekend (Fri. - Mon.)	73.70	13.01	86.71		35.17	-	121.88	per pull
	Other:			-				-	per pull
19.2b	3 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+	Bio Engineered Feedstock	+ Disposal	= Total	
	Daily (Same day Service)	73.70	13.01	86.71		52.76	-	139.47	per pull
	Weekly (Mon. - Following Mon.)	73.70	13.01	86.71		52.76	-	139.47	per pull
	Weekend (Fri. - Mon.)	73.70	13.01	86.71		52.76	-	139.47	per pull
	Other:			-				-	per pull
19.2c	4 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+	Bio Engineered Feedstock	+ Disposal	= Total	
	Daily (Same day Service)	78.59	13.87	92.46		70.35	-	162.81	per pull
	Weekly (Mon. - Following Mon.)	78.59	13.87	92.46		70.35	-	162.81	per pull
	Weekend (Fri. - Mon.)	78.59	13.87	92.46		70.35	-	162.81	per pull
	Other:			-				-	per pull
19.2d	6 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+	Bio Engineered Feedstock	+ Disposal	= Total	
	Daily (Same day Service)	83.51	14.74	98.25		105.52	-	203.77	per pull
	Weekly (Mon. - Following Mon.)	83.51	14.74	98.25		105.52	-	203.77	per pull
	Weekend (Fri. - Mon.)	83.51	14.74	98.25		105.52	-	203.77	per pull
	Other:			-				-	per pull
19.2e	10 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collection	+	Bio Engineered Feedstock	+ Disposal	= Total	
	Daily (Same day Service)	171.96	30.35	202.31		564.30	-	766.61	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31		564.30	-	766.61	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31		564.30	-	766.61	per pull
	Other:			-				-	per pull
19.2f	20 Cubic Yard Roll-Off	Labor	+ Fuel	= Total Collection	+	Bio Engineered Feedstock	+ Disposal	= Total	
	Daily (Same day Service)	171.96	30.35	202.31		564.30	-	766.61	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31		564.30	-	766.61	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31		564.30	-	766.61	per pull

	Other:				-			-	per pull
19.2g	30 Cubic Yard Roll-Off	Labor	+	Fuel	=	Total Collectior	+	Bio Engineered Feedstock	+	Disposal	=	Total	
	Daily (Same day Service)	171.96		30.35		202.31		658.35		-		860.66	per pull
	Weekly (Mon. - Following Mon.)	171.96		30.35		202.31		658.35		-		860.66	per pull
	Weekend (Fri. - Mon.)	171.96		30.35		202.31		658.35		-		860.66	per pull
	Other:				-			-	per pull
19.2h	40 Cubic Yard Roll-Off	Labor	+	Fuel	=	Total Collectior	+	Bio Engineered Feedstock	+	Disposal	=	Total	
	Daily (Same day Service)	171.96		30.35		202.31		846.45		-		1,048.76	per pull
	Weekly (Mon. - Following Mon.)	171.96		30.35		202.31		846.45		-		1,048.76	per pull
	Weekend (Fri. - Mon.)	171.96		30.35		202.31		846.45		-		1,048.76	per pull
	Other:				-			-	per pull

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the ""Processing"" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for recyclable materials **must be 50% lower** than the rate proposed for collection of MSW materials.

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

20. Special Event Service - Single-Material Recyclables Collection

		Collection Component (85% Labor and 15% Fuel			Processing	Residual Disposal		
		Labor	+ Fuel	= Total Collection	+ Clean MRF	+ Disposal	= Total	
20a.	35 gallon cart	11.87	2.09	13.96	2.05	0.23	16.24	per contai
20b.	65 gallon cart	11.87	2.09	13.96	2.05	0.23	16.24	per contai
20c.	90 gallon cart	13.00	2.29	15.29	2.96	0.33	18.58	per contai
20d.	1 Cu. Yard Bin (as half of split bin and as standalone)	16.24	2.87	19.11	6.38	0.71	26.20	per contai
20e.	1.5 Cu. Yard Bin (as half of split bin and as standalone)	20.40	3.60	24.00	9.57	1.06	34.63	per contai
20f.	2 Cu. Yard Bin (as half of split bin and as standalone)	28.70	5.06	33.76	12.75	1.42	47.93	per contai
20g.	3 Cu. Yard Bin (as half of split bin and as standalone)	41.17	7.26	48.43	19.13	2.13	69.69	per contai
20h.	4 Cu. Yard Bin	53.64	9.47	63.11	25.50	2.83	91.44	per contai
20i.	6 Cu. Yard Bin	80.46	14.20	94.66	38.25	4.25	137.16	per contai
20j.	10 Cu. Yd. Roll-off	85.98	15.17	101.15	127.80	52.20	281.15	per pull
20k.	20 Cu. Yd. Roll-off	85.98	15.17	101.15	63.90	26.10	191.15	per pull
20l.	30 Cu. Yd. Roll-off	85.98	15.17	101.15	79.88	32.63	213.66	per pull
20m.	40 Cu. Yd. Roll-off	85.98	15.17	101.15	103.84	42.42	247.41	per pull
20n.	20 Cu. Yd. Compactor	100.71	17.77	118.48	151.76	61.99	332.23	per pull
20o.	40 Cu. Yd. Compactor	100.71	17.77	118.48	151.76	61.99	332.23	per pull

21. Special Event Service - Single Stream Recyclables Collection

	Collection Component (85% Labor and 15% Fuel	Processing	Residual Disposal	

		Labor	+	Fuel	=	Total Collection	+	Clean MRF	+	Disposal	=	Total	
21a.	35 gallon cart	11.87		2.09		13.96		2.05		0.23		16.24	per contai
21b.	65 gallon cart	11.87		2.09		13.96		2.05		0.23		16.24	per contai
21c.	90 gallon cart	13.00		2.29		15.29		2.96		0.33		18.58	per contai
21d.	1 Cu. Yard Bin (as half of split bin and as standalone)	16.24		2.87		19.11		6.38		0.71		26.20	per contai
21e.	1.5 Cu. Yard Bin (as half of split bin and as standalone	20.40		3.60		24.00		9.57		1.06		34.63	per contai
21f.	2 Cu. Yard Bin (as half of split bin and as standalone)	28.70		5.06		33.76		12.75		1.42		47.93	per contai
21g.	3 Cu. Yard Bin (as half of split bin and as standalone)	41.17		7.26		48.43		19.13		2.13		69.69	per contai
21h.	4 Cu. Yard Bin	53.64		9.47		63.11		25.50		2.83		91.44	per contai
21i.	6 Cu. Yard Bin	80.46		14.20		94.66		38.25		4.25		137.16	per contai
21j.	10 Cu. Yd. Roll-off	85.98		15.17		101.15		127.80		52.20		281.15	per pull
21k.	20 Cu. Yd. Roll-off	85.98		15.17		101.15		63.90		26.10		191.15	per pull
21l.	30 Cu. Yd. Roll-off	85.98		15.17		101.15		79.88		32.63		213.66	per pull
21m.	40 Cu. Yd. Roll-off	85.98		15.17		101.15		103.84		42.42		247.41	per pull
21n.	20 Cu. Yd. Compactor	100.71		17.77		118.48		151.76		61.99		332.23	per pull
21o.	40 Cu. Yd. Compactor	100.71		17.77		118.48		151.76		61.99		332.23	per pull

22. Special Event Service - Direct to Landfill Service

		Collection Component (85% Labor and 15% Fuel)						Disposal Component			
		Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total	
22a.	35 gallon cart	21.48		-		25.27		2.53		27.80	per contai
22b.	65 gallon cart	23.72		-		27.91		4.55		32.46	per contai
22c.	90 gallon cart	25.98		-		30.57		6.58		37.15	per contai
22d.	1 Cu. Yard Bin (as half of split bin and as standalone)	32.48		-		38.21		14.17		52.38	per contai
22e.	1.5 Cu. Yard Bin (as half of split bin and as standalone	40.79		-		47.99		21.25		69.24	per contai
22f.	2 Cu. Yard Bin (as half of split bin and as standalone)	57.39		-		67.52		28.33		95.85	per contai
22g.	3 Cu. Yard Bin (as half of split bin and as standalone)	82.33		-		96.86		42.50		139.36	per contai
22h.	4 Cu. Yard Bin	107.29		-		126.22		56.66		182.88	per contai
22i.	6 Cu. Yard Bin	160.91		-		189.31		84.99		274.30	per contai

22j.	10 Cu. Yd. Roll-off	171.96	-	202.31	360.00	562.31	per pull
22k.	20 Cu. Yd. Roll-off	171.96	-	202.31	180.00	382.31	per pull
22l.	30 Cu. Yd. Roll-off	171.96	-	202.31	225.00	427.31	per pull
22m.	40 Cu. Yd. Roll-off	171.96	-	202.31	292.50	494.81	per pull
22n.	20 Cu. Yd. Compactor	201.42	-	236.96	427.50	664.46	per pull
22o.	40 Cu. Yd. Compactor	201.42	-	236.96	427.50	664.46	per pull

23. Special Event Service - Food Scraps to Compost Facility

		Collection Component (85% Labor and 15% Fuel				Processing		Residual Disposal		
		Labor	+ Fuel	= Total Collection	+	Composting	+	Disposal	=	Total
23a.	35 gallon cart	21.48	3.79	25.27		2.39		-		27.66 per contai
23b.	65 gallon cart	23.72	4.19	27.91		3.83		-		31.74 per contai
23c.	90 gallon cart	25.98	4.59	30.57		5.74		-		36.31 per contai
23d.	1 Cu. Yard Bin (as half of split bin and as standalone)	32.48	5.73	38.21		12.43		-		50.64 per contai
23e.	1.5 Cu. Yard Bin (as half of split bin and as standalone)	40.79	7.20	47.99		18.65		-		66.64 per contai
23f.	2 Cu. Yard Bin (as half of split bin and as standalone)	57.39	10.13	67.52		24.86		-		92.38 per contai
23g.	3 Cu. Yard Bin (as half of split bin and as standalone)	82.33	14.53	96.86		37.29		-		134.15 per contai
23h.	4 Cu. Yard Bin	107.29	18.93	126.22		49.73		-		175.95 per contai
23i.	6 Cu. Yard Bin	160.91	28.40	189.31		74.59		-		263.90 per contai
23j.	10 Cu. Yd. Roll-off	171.96	30.35	202.31		360.30		-		562.61 per pull
23k.	20 Cu. Yd. Roll-off	171.96	30.35	202.31		360.30		-		562.61 per pull
23l.	30 Cu. Yd. Roll-off	171.96	30.35	202.31		420.35		-		622.66 per pull
23m.	40 Cu. Yd. Roll-off	171.96	30.35	202.31		540.45		-		742.76 per pull
23n.	20 Cu. Yd. Compactor	201.42	35.54	236.96		540.45		-		777.41 per pull
23o.	40 Cu. Yd. Compactor	201.42	35.54	236.96		540.45		-		777.41 per pull

24. Special Event Service - Food Scraps to AD Anaerobic Digestion (AD) or Bioengineered Feedstock Facility

		Collection Component (85% Labor and 15% Fuel				Processing		Non-digestate Disposal		
		Labor	+ Fuel	= Total Collection	+	Anaerobic Digestion	+	Disposal	=	Total
24a.	35 gallon cart	21.48	3.79	25.27		2.53		-		27.80 per contai

24b.	65 gallon cart	23.72	4.19	27.91	4.55	-	32.46	per contai
24c.	90 gallon cart	25.98	4.59	30.57	6.58	-	37.15	per contai
24d.	1 Cu. Yard Bin (as half of split bin and as standalone)	32.48	5.73	38.21	14.17	-	52.38	per contai
24e.	1.5 Cu. Yard Bin (as half of split bin and as standalone)	40.79	7.20	47.99	21.25	-	69.24	per contai
24f.	2 Cu. Yard Bin (as half of split bin and as standalone)	57.39	10.13	67.52	28.33	-	95.85	per contai
24g.	3 Cu. Yard Bin (as half of split bin and as standalone)	82.33	14.53	96.86	42.50	-	139.36	per contai
24h.	4 Cu. Yard Bin	107.29	18.93	126.22	56.66	-	182.88	per contai
24i.	10 Cu. Yd. Roll-off	171.96	30.35	202.31	585.00	-	787.31	per pull
24j.	20 Cu. Yd. Roll-off	171.96	30.35	202.31	585.00	-	787.31	per pull
24k.	30 Cu. Yd. Roll-off	171.96	30.35	202.31	682.50	-	884.81	per pull
24l.	40 Cu. Yd. Roll-off	171.96	30.35	202.31	877.50	-	1,079.81	per pull
24m.	20 Cu. Yd. Compactor	201.42	35.54	236.96	877.50	-	1,114.46	per pull
24n.	40 Cu. Yd. Compactor	201.42	35.54	236.96	877.50	-	1,114.46	per pull

25. Emergency Service

		Collection Component (85% Labor and 15% Fuel)			Disposal Component		
		Labor +	Fuel =	Total Collection +	Disposal =	Total	
25a.	3 Cu. Yard Bin	93.36	-	109.83	38.80	148.63	per contai
25b.	4 Cu. Yard Bin	93.36	-	109.83	55.07	164.90	per contai
25c.	6 Cu. Yard Bin	93.36	-	109.83	79.55	189.38	per contai
25d.	10 Cu. Yard Roll-off	245.66	-	289.01	471.96	760.97	per pull
25e.	20 Cu. Yard Roll-off	245.66	-	289.01	471.96	760.97	per pull
25f.	30 Cu. Yard Roll-off	245.66	-	289.01	471.96	760.97	per pull
25g.	40 Cu. Yard Roll-off	245.66	-	289.01	471.96	760.97	per pull

Rates To Be Charged

Fill in the rates below for each level of service. These rates will adjusted using the methodology in Attachment J, Section 1.B titled 'Adjustment for Processing Component of Annual Rate Based on PPI'.

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

26. Other Services

26a.	Residential Bulky Goods Collection Service (For additional Collections of Bulky Goods from Residential Premises in Excess of Four (4) per year)	30.24	per pick-u
26b.	Multi-family Bulky Goods Collection Service	54.43	per pick-u
26c.	Commercial Bulky Goods Collection Service	54.43	per pick-u
26d.	Residential Bulky Good Collection for items containing Freon	-	per item
26e.	Multi-family Bulky Good Collection for items containing Freon	-	per item
26f.	Commercial Bulky Good Collection for items containing Freon	-	per item
26g.	Residential E-Waste Collection (For additional Collections of E-waste from Residential Premises in Excess of One (1) per year)	-	per item
26h.	Multi-family E-Waste Collection (For additional Collections of E-waste from Multi-family Premises in Excess of One (1) per year)	30.24	per item
26i.	Commercial E-Waste Collection (For additional Collections of E-waste from Commercial Premises in Excess of One (1) per year)	30.24	per item
26j.	Residential U-Waste Collection (For additional Collections of U-waste from Residential Premises in Excess of One (1) per year)	84.67	per item
26k.	Commercial U-Waste Collection (For additional Collections of U-waste from Commercial Premises in Excess of One (1) per year)	90.72	per item
26l.	Complimentary Sharps collection at Multi-family and Residential Premises (either by on-call collection or mail back program)	Complimentary	
26m.	Clean-up of Illegal Dumping	120.96	per incider
26n.	Repair and Maintenance of Compactor	90.72	per hour
26o.	Bin Cleaning Service	72.57	per Bin
26p.	Cart Replacement/Exchange	54.43	per Cart
26q.	Bin Replacement/Exchange	72.57	per Cart
26r.	Commercial Bin Wheel-Out Service (25' - 50')	30.24	per bin pe
26s.	Commercial Bin Wheel-Out Service (51' - 75')	60.48	per bin pe
26t.	Residential Backyard Wheel-Out Service for Customers (for Customers without physician's note)	-	per month
26u.	Extra Pick-up - Residential Cart	11.00	per cart
26v.	Extra Pick-up - Commercial/Multi-family Cart	25.00	per cart
26w.	Extra Pick-up - Commercial/Multi-family Bin	55.00	per bin
26x.	Roll-off or Compactor Service - False or Dry Run	82.00	per event

26y. Power wash of enclosure	125.00	per event
26z. Sunday Service Premium (added to existing rate regardless of service line - charged on a monthly basis)	282.00	per bin per
26aa. Roll-off/compactor bin overage charges (if max weight is included in rate and load exceeds max weight - include a per ton cost)	60.00	per ton
26bb. Daily Rental Over 7 Days for Temporary 2,3,4, and 6-yard bins	4.76	per day
26cc. Daily Rental Over 7 Days for Temporary 10,20,30 and 40-yard bins	11.11	per day
26dd. Compactor cleaning charge	147.70	per event
26ee. Replacement Residential Counter-top food scraps kitchen pail (includes delivery)	10.00	per replac
26ff. Plastic bin service premium (if approved by fire department)	N/A	per bin per
26gg Re-deliver containers and restart service after payment of delinquent bill	$20	per instanc
26hh. Resumption of Service Charge (only after discontinuation for non-payment)	$20	per instanc
26ii. Scout service	$14, per bin, per pu	per Contai

The Following Services will be provided to a Customer free of charge.

26ii. Commercial Bin Wheel-Out Service for a distance less than 25 feet.	$0	per month
26jj. Bin Locking Lids or Gated Enclosures	$0	per month

Specifications for Wheeled Carts to be Supplied by Contractor

1. Cart Design Requirements - The Carts shall be manufactured by injection or rotational molding and meet the Cart design requirements as specified below

1.1. Capacity – The Company shall provide Carts in three sizes for residential MSW, Recycling, Yard Trimmings and Food Scraps collection. Acknowledging the different sizes provided by the various Cart manufacturers, the Carts shall be uniform in appearance and must conform to the following ranges in size:

- 18 to 22-gallons
- 32 to 35-gallons,
- 60 to 70-gallons, and
- 90 to 100-gallons

1.2. Cart Handles – The Cart handles and handle mounts may be an integrally molded part of the Cart body or molded as part of the lid. Bolt-on handles are acceptable for all Carts except for those that will accept Food Scraps. The Cart handles will provide comfortable gripping area for pulling or pushing the Cart or lifting the lid. Pinch points are unacceptable.

1.3. Cart Lid – Each container shall be provided with a lid that continuously overlaps and comes in contact with the container body or otherwise causes an interface with the container body that simultaneously:

- Prevents the intrusion of rainwater, rodents, birds, and flies;
- Prevents the emission of odors;
- Enables the free and complete flow of recycling material from the container during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism;
- The lid handle shall be an integrally molded part of the lid;
- Permits users of the container to conveniently and easily open and shut the lid throughout the serviceable life of the container;
- The lid (and body) must be of such design and weight that would prevent an empty container from tilting backward when flipping the lid open;
- The lid shall be hinged to the Cart body in such a manner so as to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the container body; and
- The lid shall be designed to be easily removed in the event of damage or failure. The hinge assembly shall not be capable of being readily removed by the public by hand or with ordinary tools.

1.4. Foot-Hold – Each Cart shall have a foot-hold area on the back of the container to allow for foot placement so as to assist in tilting back the container prior to rolling it. If Food Scraps are being placed in the Cart, the foot hold holes shall be sealed so that Food Scrap liquids do not leak through the holes.

1.5. Cart Colors – The MSW, Recycling Yard Trimmings and Food Scrap Carts will be differentiated by color. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Color must be uniform within each container, conforming through visual inspection to an acceptable range of color to be determined by the City after award of the contract. Carts and lids shall be of the same matching color. The colors shall be as follows:

The color-coding scheme for all Residential Carts shall be black for MSW Carts, green for Yard Trimmings Carts, blue for Single Stream Recyclable Materials Carts and yellow for Food Scrap Carts (if and when City directs implementation of a source-separated Food Scrap Collection Program as described in Section 2.3.1 of Attachment B).

1.6. Wheel Design and Axle Assembly – Each cart shall be equipped with an axle and two wheels, positioned on the bottom of the container to facilitate it being pushed or pulled with little effort with load weights up to its maximum load capacity as set forth in Section 3.2. If Food Scraps are being placed in the Cart, the axel holes shall be sealed so that Food Scrap liquids do not leak through the holes.

1.7. Identification Markings – The following markings shall be permanently marked (hot stamped in white color) on the exterior lid of each container in character size of no less than ***one (1) inch***, the phrases:

PROPERTY OF THE CITY OF TUSTIN

ILLEGAL TO REMOVE FROM ADDRESS

In character size in the range of ***1/4 to 3/4 inch***, the following phrases:

DO NOT PLACE FLAMMABLE PRODUCTS

OR HOT ASHES IN THIS CONTAINER

DO NOT DISPOSE OR HAZARDOUS MATERIALS

IN THIS CONTAINER

NO PONGA PRODUCTOS INFLAMABLES O CENIZAS EN ESTE NO PONGA MATERIALS PELIGROSOS EN ESTE RECIPIENTE

In character size in the range of ***1/4 to 3/4 inch***, the following item:

MANUFACTURED (MONTH, YEAR) (as appropriate) MANUFACTURER'S

IDENTIFICATION CODE (at the option of Contractor)

The following markings shall be hot-stamped in ***white color*** in both English and Spanish on the backside of the Cart.

In character size of no less than ***1/4 inch***, the phrase:

DO NOT TILT OR ROLL CONTAINER WITH LID OPEN

NO RUEDE EL RECIPIENTE CON LA TAPA ABIERTA

An arrow (at least 3 inches by 5 inches) hot stamped in ***white color*** shall be place on the lid, indicating the direction of Cart placement.

In character size of no less than ***3/16 inch***, the phrase:

PLACE CONTAINER WITH ARROW FACING STREET FOR COLLECTION

COLOQUE EL RECIPIENTE CON LAS FLECHAS HACIA LA CALLE

Additionally, the "City of Tustin," the City of Tustin logo and REFUSE, RECYCLING, YARD TRIMMINGS or FOOD SCRAPS must be hot stamped in white color on the front or sides of the Cart, for example:

City of Tustin

(Logo)

REFUSE

1.8. Sticker Attachment Area - Cart lids shall have a molded depression no less than 5 inches tall and 11 inches wide where the Contractor shall attach a color, weather-proof adhesive label indicating the materials accepted in each of the Carts.

1.9. Additional Parts – All parts necessary for the Cart to be complete and ready for operation and use by the residents of the City shall be furnished by the Company.

1.10. Replacement Parts – All replacement and repair parts and components shall be of the same or better quality as the original parts provided to the City and must meet the same requirements as set forth in Section 2 – Cart Performance Requirements.

2. Cart Performance Requirements – All Carts shall be designed and manufactured to meet the minimum performance requirements described below.

2.1 Minimum Service Life – Carts shall have the capability for continual, uninterrupted use as MSW/recycling/yard waste Carts in residential applications as set for in the Agreement for a minimum period of ten (10) years, herein referred to as the "Minimum Service Life." The Minimum Service Life shall be measured from the date of delivery or distribution.

2.2 Cart Load Capacity – Depending on the capacity, the Carts shall have a minimum load capacity as noted below without container distortion, damage, or reduction in maneuverability or any other functions as required herein.

Cart Size (Gallons)	Minimum Load Capacity (LBS)
90-100	200
60-70	130
32-35	70
18-22	30

2.3 Cart Durability – Carts shall remain durable, and at a minimum, shall meet the follow durability requirements to satisfy its intended use and performance, for a period of ten (10) years:

- Maintain its original shape and appearance;
- Be resistant to kicks and blows;
- Require no routine maintenance and essentially be maintenance free;

- Not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that will interfere with its intended use;
- Resist degradation from ultraviolet radiation;
- Be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats);
- The bottoms of Cart bodies must remain impervious to any damage, that would interfere with the Cart's intended use after repeated contact with gravel, concrete, asphalt or any other rough and abrasive surface;
- All wheel and axle assemblies are to provide continuous maneuverability and mobility as originally designed and intended; and,
- Resist degradation by other airborne gases or particulate matter currently present in the ambient air of the City.

2.4 Chemical Resistant – Carts shall resist damage from common household or residential products and chemicals. Carts, also, shall resist damage from human and animal urine and feces.

2.5 Stability and Maneuverability – The Carts shall be stable and self-balancing in the upright position, when either empty or loaded to its maximum design capacity with an evenly distributed load, and with the lid in either a closed or open position.

The Carts shall be capable of maintaining its upright position in sustained or gusting winds of up to 25 miles per hour as applied from any direction.

The Carts shall be capable of being easily moved and maneuvered, with an evenly distributed load equal in eight to its maximum design capacity on a level, sloped or stepped surface.

2.6 Lid Performance – Cart lid assemblies shall meet the following minimum requirements:

- Prevent damage to the Cart body, the lid itself of any component parts through repeated opening and closing of the lid by residents or in the dumping process as intended;
- Remain closed in winds up to 25 miles per hour from any direction. All lid hinges must remain fully functional and continually hold the lid in the original designed and intended positions when either opened or closed or any position between the two extremes; and,
- Lids shall be designed and constructed such that it prevents physical injury to the user while opening and closing the container.

2.7 Reparability – Minor cracks, holes, and other damages to hinges, wheels, axle, hardware, and other component parts shall be readily repairable by the contractor personnel with minimum training and supervision. All repairs shall be capable of being

performed by one person in the field. All repairs must restore the container to its full functionality to meet the design and performance requirements as set for herein.

3. Cart Ownership and Maintenance Responsibilities – The Company shall be responsible for Cart repair and maintenance, graffiti removal, and replacing lost, stolen or damaged Carts within 24 hours at no additional charge to the customer or to the City. If approved in advance by the City on a case-by-case basis, Company may charge customer a fee no higher than the Company's actual cost of repair and replacement in the event of willful neglect or abuse of the cart by the customer. All Carts provided under this Agreement shall become the property of the City at the end of this Agreement. The City reserves the right to have the Company remove the carts at the end of the contract term at no charge to the City.

The following numbers, specifications, and types of containers shall be furnished by contractor.

Continued on next page…

PROPOSAL FORM 12
NUMBERS AND TYPES OF CONTAINERS TO BE FURNISHED BY CONTRACTOR AND CART SPECIFICATIONS

Carts

CR&R has an excellent and long-standing relationship with the various cart manufacturers including Toter, Rehrig Pacific and Otto Environmental. Each of these cart suppliers has an excellent track record in terms of cart performance and life cycle. CR&R will be able to choose from any one of these cart suppliers based upon their cart availability and current inventory levels at the time that we place our order for the City of Tustin.

Per RFP specifications CR&R will provide new carts prior to April 1, 2019. The color coding scheme will be as described in Addendum 3, dated May 25, 2018. All of the carts will be uniform in color with the lids of the same color as the cart body. The color coding for commercial and business establishments shall be the same as residential. All carts will have a unique serial number that correlates to a specific service address. In addition, each cart shall have the appropriate information hot stamped on the lids and bases as outlined in Attachment E of the Draft Franchise Agreement in order to inform the customer of what can and cannot be discarded into each type of container as well as provide placement instructions.

CR&R anticipates purchasing the following number of new carts for the City of Tustin:

1. 35 Gallon Cart Specifications
   Size: Approximately 25” deep x 20” wide x 39” tall
   Load Rating: 112 lbs./50.8 Kg
   Wheel Diameter: 10”
   Anticipated Quantity Ordered: 2,200 (currently in use: 2,003)

2. 65 Gallon Cart Specifications
   Size: Approximately 32” deep x 25” wide x 42” tall
   Load Rating: 224 lbs./101.6 Kg
   Wheel Diameter: 10”

PROPOSAL FORM 12
NUMBERS AND TYPES OF CONTAINERS TO BE FURNISHED BY CONTRACTOR AND CART SPECIFICATIONS

Anticipated Quantity Ordered: 28,000 (currently is use: 25,656)

3. 95 Gallon Cart Specifications
   Size: Approximately 35” deep x 29” wide x 43” tall
   Load Rating: 335 lbs./151.9 Kg
   Wheel Diameter: 10”
   Anticipated Quantity Ordered: 10,500 (currently in use: 9,834)

CR&R will order and take delivery of the necessary quantity of residential and commercial carts at our container distribution center on Lampson Avenue in the City of Garden Grove.

PROPOSAL FORM 12
NUMBERS AND TYPES OF CONTAINERS TO BE FURNISHED BY CONTRACTOR AND CART SPECIFICATIONS

Commercial Bins

CR&R will order and take delivery of the necessary quantity of commercial bins at our container distribution center on Lampson Avenue in the City of Garden Grove. All commercial bins shall be new at the time they are delivered to the customer. CR&R will also make available split bins for MSW and recyclable collection; as well as organics bins with special lid colors and special water tight coatings. In addition, CR&R will also keep an on-going inventory of commercial bins at our Garden Grove Distribution Center in order to meet the changing needs of our Tustin customer base.

Types of Commercial Bins:

CR&R will replace the existing used commercial bins in the City with new steel 2, 3, 4 and 6 cubic yard front loading bins. We will also make available 3 and 4 cubic yard plastic bins where necessary in order to minimize noise issues (i.e. behind shopping centers that are located close to residential areas). In addition we will also be providing three and four cubic yard split bins (MSW and recyclables) to customers that have space constraints but still want to be provided with recycling services.

Anticipated Number of Bins:
2 Cubic Yard: 600 (currently in use: 441)
3 Cubic Yard: 1800 (currently in use: 1,533)
4 Cubic Yard: 900 (currently in use: 574)
6 Cubic Yard: 12 (currently in use: 3)
3 Cubic Yard Split Bins: 100 (currently in use: 16)
4 Cubic Yard Split Bins: 100 (currently in use: 52)
10 Cubic Yard Rolloffs: 40
40 Cubic Yard Rolloffs: 40
Compactors: As requested by the Customer

PROPOSAL FORM 12
NUMBERS AND TYPES OF CONTAINERS TO BE FURNISHED BY CONTRACTOR AND CART SPECIFICATIONS

Exact quantities used in the field may vary depending upon consumer demand as well as implementation of on-site diversion programs. CR&R will have available, in inventory, a sufficient number of bins to meet consumer demand. Having our own bin maintenance and manufacturing facility located in Stanton allows CR&R to provide the various sizes of bins as needed in colors as requested for the City of Tustin within a 24 hour period. There is essentially no waiting for orders from a third party bin provider.

Request for Proposals for the City of Tustin

PROPOSAL FORM 8
COLLECTION VEHICLES TO BE FURNISHED BY CONTRACTOR

	# of Vehicles	Vehicle Manufacturer	Vehicle Type	Fuel Type
Residential MSW Collection	3	Peterbilt or Equivalent	Automated Side Loader	CNG
Residential Yard Trimmings / Food Scraps Co-collection	1.5	Peterbilt or Equivalent	Automated Side Loader	CNG
Residential Recyclables Collection	1.5	Peterbilt or Equivalent	Automated Side Loader	CNG
Residential Source-separated food Scrap Collection (if directed by the City)	2	Peterbilt or Equivalent	Automated Side Loader	CNG
Commercial / Multi-family MSW Collection	5	Peterbilt or Equivalent	Commercial Front Loader	CNG
Commercial / Multi-family Single Material Recyclables Collection	4	Peterbilt or Equivalent	Commercial Front Loader	CNG
Commercial / Multi-family Single Stream Recyclables Collection				CNG
Commercial / Multi-family Yard Trimmings Collection	1	Peterbilt or Equivalent	Front End Loader	CNG
Commercial / Multi-family Food Scrap Collection	1	Peterbilt or Equivalent	Front End Loader	CNG
Commercial / Multi-family Yard Co-collected yard Trimmings and Food Scrap Collection				
Roll-off MSW Collection	1	Peterbilt or Equivalent	Roll Off	CNG
Roll-off Recycling Collection	1.5	Peterbilt or Equivalent	Roll Off	CNG
Bulky Items	.5	Ford	Box Van	CNG
Special Item Collection (e-waste, HHW, etc.)	.5	Ford	Box Van	CNG
Route Manager	1	Ford	Pickup	CNG
Recycling Coordinators	3	Toyota	Sedan	Electric/Hybrid
Other vehicles:				

Chassis:

Peterbilt

8830 E Slauson Ave., Pico Rivera, CA 90660

Contact: Kevin Voss 909-434-6406

PROPOSAL FORM 8
COLLECTION VEHICLES TO BE FURNISHED BY CONTRACTOR

Body:

Amrep

15555 S. Cucamonga, Ontario, CA 91761

Contact: Alex G. 909-923-0430

Fuel System:

Creative Bus Sales Inc.

14740 Ramona Ave, Chino, CA 91710

Contact: Mark Matijevich 909-993-5045

Ford Vehicles:

Trans West

10150 Cherry Ave, Fontana, CA 92335

Contact: David Pratt 951-515-4352

Request for Proposals for the City of Tustin

PROPOSAL FORM 9
PLAN TO PROVIDE LIGHT WEIGHT COLLECTION VEHICLE(S)

We agree with the City's assessment that there is a thoughtful application of collection vehicles specifically built for lighter recyclable material collected in well managed programs. At CR&R we not only designed a light weight collection vehicle, we produced them, put them into production for the City of Lake Forest. The innovation has not stopped; our newest proprietary design will produce an even lighter version that weighs in 5,000 pounds lighter than a stock vehicle. In the first three (3) years of the agreement, CR&R will produce four (4) of these ultra-light weight frontend loader vehicles for commercial recycle collection in the City of Tustin.

April 1, 2019 CR&R will deploy two (2) commercial frontend loader vehicles for single stream or single material recyclables collections. Knowing the impact our recycling coordinators will have in the broad adoption of our recycling programs; on April 1, 2020 CR&R will deploy one (1) additional frontend loader vehicle for single stream or single material recyclables collections. The following year, we will deploy one (1) additional frontend loader vehicle for single stream or single material recyclables collections. Within 3 years, we will be operating four (4) ultralight weight trucks in the City of Tustin.

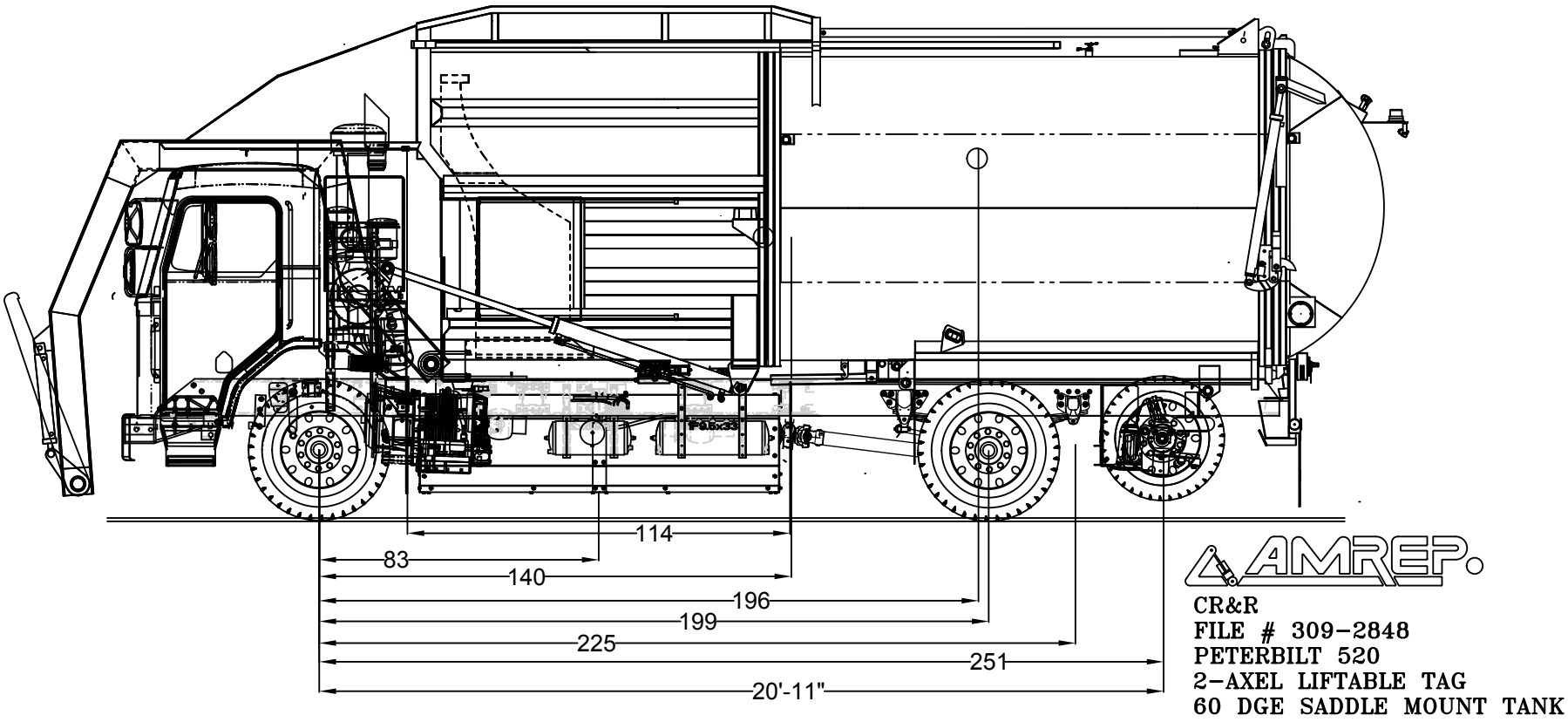
We believe that there may be another potential use light weight vehicles in the residential areas if the City decides to mandate source separated food scraps collection. Leading up to that final decision, CR&R will study the use of an ultralight vehicle in the residential collection of source separated food scraps collection (the 4th cart). Our light-weight vehicle deployment plans are as follows:

Waste Stream	Year of Deployment	Quantity	Make	Type
Commercial Recycle	April 1, 2019	2	Peterbilt or Equivalent	Frontend Loader
Commercial Recycle	April 1, 2020	1	Peterbilt or Equivalent	Frontend Loader
Commercial Recycle	April 1, 2021	1	Peterbilt or Equivalent	Frontend Loader
Residential Source Separated Food Scraps	January, 2022	TBD	TBD	Residential

Request for Proposals for the City of Tustin

PROPOSAL FORM 9
PLAN TO PROVIDE LIGHT WEIGHT COLLECTION VEHICLE(S)

We agree with the City that that reducing truck weights has benefits for the City, and the rate payer in the form of reduced road repair and maintenance expense. We modeled the expected cost savings for CR&R in the way of capital purchase expense, annual state licensing, and fuel efficiency savings. Those expenses are forecast as (over eight year contract period); Purchase Price $14,000, License Fee $880.00, and Fuel $24,000 or $38,880 per vehicle. This benefit has been incorporated into our pro forma and is reflected in the rates.


114
83
140
196
199
225
251
20'-11"
AMREP
CR&R
FILE # 309-2848
PETERBILT 520
2-AXEL LIFTABLE TAG
60 DGE SADDLE MOUNT TANK

PROPOSAL FORM 10
PLANS TO INCORPORATE ON-BOARD TECHNOLOGY TO INCREASE SAFETY AND EFFICIENCY

Much has changed in this industry in just the last five years, and in a world where consumer's expectations that been shaped by technology, it's become much more than just picking up the trash. CR&R has been out front and embraced proven systems to provide digital in-cab operations. This investment has benefited our customers by providing real-time service information, and boosted our drivers experience by providing an uncomplicated process which enhances their defensive driving abilities, and takes some of the guess work out of a dynamic working environment. CR&R has integrated two systems into our digital in-cab operations; Mobile-Pak and GoFleet. MobilePak is the onboard module for our operational (CRM) software I-Pak. This system appears as a tablet in the cab of the truck that captures driver, route, tonnage, and service confirmation in real time which is available to our customer service and dispatch groups. The GoFleet portion of the system is a truck telematics solution that will provide real time truck data, location, video and monitoring. This system will give CR&R an integrated solution will provide safe, efficient service to the City of Tustin, and provide a foundation for additional innovative products.

Through seamless integration with our CRM software, CR&R drivers can easily view and scroll through their route list, confirm service completed, note an exception (e.g. contamination, blocked container, container not available), and receive additional dispatched work in real time. Route information is easily entered via a drop down selection that instantly transmits back to our customer service and/or dispatch who utilize CRM operational software. All computable route statics are captured in real time with back office functions like route productivity, work orders, billing, and route follow up completed instantly.

The ruggedized tablets mounted in the cab of the truck can be easily dismounted by our driver for mobility purposes. This provides the Drivers a digital camera that will be utilized to document any service exceptions. Overloaded bins, blocked access, contamination exceptions will be documented on the customer's account, an image captured, and template notification alerts will be emailed to the responsible party, including Recycling Coordinator(s), City Liaison, and Route Manager. Depending on the business rules and available data, notifications can be emailed

PROPOSAL FORM 10
PLANS TO INCORPORATE ON-BOARD TECHNOLOGY TO INCREASE SAFETY AND EFFICIENCY

directly to the customer and/or the customer representative. CR&R currently operates similar systems in Westminster, Orange, and Tustin. We will be adding an on board scale system for the front load commercial and multifamily services which will capture bin weights in real time, and provide the method to comingle commercial and multifamily bin services, but still track and report weights separately as noted in the contract (9.05.A). Other add-on modules include signature capture, RFID integration, and instant charges from driver input.

The GoFleet is the vehicle telematics backbone of our in cab digital operations. Numerous processes are function whenever the truck is on, communicating with a web base tool through wireless data, including a DVIR, and direct connection to the vehicle computer (ECM). These functions include GPS, video surveillance, driver behavior, hours of service (HOS), and maintenance integration, and work in conjunction to provide increased safety, service, and efficiency to vehicle operations.

Additional to the standard GPS tracking, the system will give the CR&R managers event alerts to driver behavior. Speeding violation, hard braking, hard acceleration, and area violations will be sent to managers via email so they can be addressed with each driver. The HOS option will keep drivers within hours of compliance. The video capture with the on-board DVIR can be viewed real time or stored for past safety or service events. Video capture will include in-cab, front, rear, and side (side loaders) views.

The OBDII connection to the truck's computer allows for vehicle diagnostics, fuel management, and maintenance reminders. The system will integrate with CR&R's maintenance software (TMT). With this connection CR&R drivers are able to inspect their vehicles (Pre and post trip) and input directly into TMT software any defects or issues to be addressed by the maintenance department. Further, fault codes from the truck would be transmitted to possibly prevent on-road breakdowns.

The use of Mobile-Pak and GoFleet in the CR&R vehicles will essentially create a SMART truck concept and ensure that all compliance requirements are met with increased safety, service,

PROPOSAL FORM 10
PLANS TO INCORPORATE ON-BOARD TECHNOLOGY TO INCREASE SAFETY AND EFFICIENCY

and efficiency. The system also establishes a foundation for future innovative technology that can progress the waste services in the City of Tustin.

Our experience with these systems have affected driver productivity because the driver's dwell time at a customer's location does increase slightly as they document any exceptions that involve service completion, but believe the mitigating factors (e.g. contaminated loads, customer go backs, etc.) are worth the incremental decrease in lifts per hour.

The benefits of our digital in cab technology to the rate payer benefits include; higher customer engagement through service confirmation in real time, measureable service metrics, and enhanced defensive driving practices.

PROPOSAL FORM 11
PLANS FOR INCORPORATION OF TECHNOLOGICAL INNOVATION

CR&R does recognize the City's desire to bring the latest technologies to improve the management of recycling and waste collections and processing. CR&R has a made substantial investments in emerging technologies that has expanded processing ability, improved operational effectiveness of collection routes, and deepened customer engagement. We have been at the forefront of the integration of connecting a number of physical devices to a network to create our in cab digital operations. This has led to an improvement in route productivity, enhanced safety, and simplified the driver's ability to share service information / exceptions in real time.

Waste collection and processing is an essential utility for any community. In our experience, its best to approach these emerging technologies in a test environment; meaning a defined scope, scale and test period. A project team of CR&R operational, hardware, software experts, combined with stakeholders from City should be part of outing the project objectives, measurements, milestones, and project completion benchmarks.

Smart Containers

Within 60 days of the contract implementation, CR&R commits to provide the City a detailed project plan including; the team members, project scope, timeline, and objective milestones to implement a Smart Bin pilot program with ten (10) containers located in the nine public parks within the City by the end of 2019. Our focus of this first phase will be to identify the best technology available. We will bear the expense to source hardware from a minimum of two suppliers which will allow us to thoroughly test the sensors capabilities in different configurations and environments. The pilot program will continually measure volumes, and sites will be physically inspected to ensure the tests don't result in overflowing bins. The pilot program will be schedule to run for six (6) months which will be included in the monthly report starting with the January 2020 issue. At the end of six (6) month pilot program, the CR&R will agree to continue the program if the operational efficiencies is at least fifty percent (50%) of program expenses.

Phase II will be an expansion of the Smart Bin program will start in April 2020 CR&R will provide the City a detailed project plan including the team members, project scope, timeline, and

objective milestones to implement a Smart Bin pilot program with the approximately twenty (20) containers staged at the City facilities. The pilot program will continually measure volumes, and sites will be physically inspected to ensure the tests don't result in overflowing bins. The pilot program will be schedule to run for six (6) months which will be included in the monthly report starting with the May 2020 issue. At the end of six (6) month pilot program, the CR&R will agree to continue the program if the operational efficiencies is at least fifty percent (50%) of program expenses.

Phase III CR&R will expand the program to incorporate carts into the test program. CR&R commits to provide the City a detailed project plan including; the team members, project scope, timeline, and objective milestones to implement a Smart Bin pilot program with approximately thirty eight (38) bus stop containers located throughout starting by in January of 2021. We will collaborate with Toter and the technology company (e.g. Compology, Enevo) to integrate the measurement devices into the bus stop container to accurately measure the waste levels, and schedule the collection service. The Route Manager will make periodic inspections of the bus stops to ensure the sites don't have overflowing containers. We will bear all hardware and system expenses for a period of eight (8) month program which include monthly reporting starting in the February 2020 issue. At the end of the eight (8) month program, CR&R will agree to continue the program if the operational efficiencies are at least seventy percent (70%) of program expenses.

The successful conclusion of these pilot programs will lead to discussions to establish the service scope language and rates for dynamic routing based on accumulated data and proven technologies.

On Board Scales

Per Item 9.05.A CR&R will accomplish separate tracking and reporting of multi-family and commercial tons by integrating on-board scales with our in cab digital operation from the start of the new contract April 1, 2019. Each customer location on that day's route will be transferred to the Mobile Pak tablet mounted in the driver's truck. When the driver arrives at the customer the location will be selected either by GPS location or a pick list for manual input. The load-cell

integrated with the front load forks, and tablet will record the weight of the container, or the driver can manually key in the weight. The tablet (fully described on form 10) will transfer the customer information with the weight to our CRM and be available in real time to customer service.

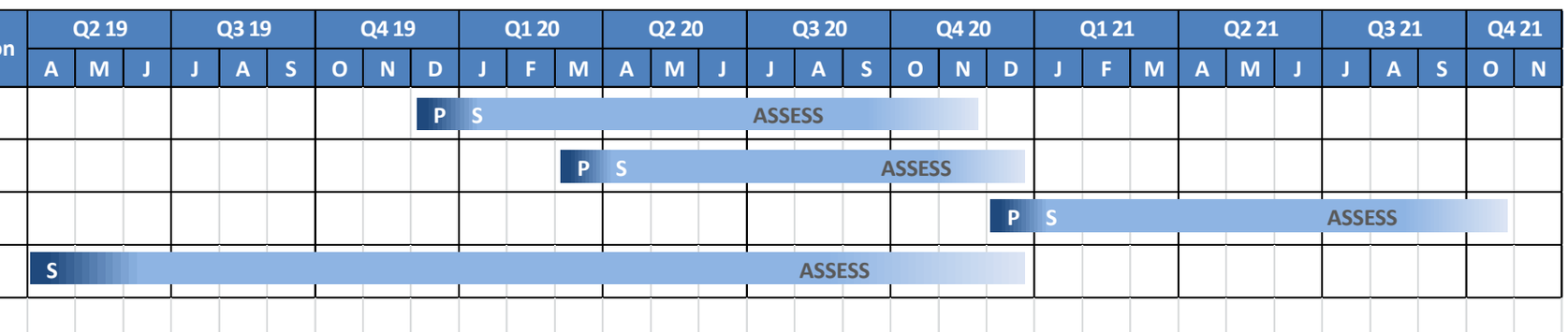
CR&R will be collecting, tracking, and be measuring customer waste density (lbs. per cubic yard) through the program ramp up transition period of ensuring full implementation of AB 341, and AB 1826 in the commercial and multi-family sectors. With 24 months of data collected, we will commit to submit our recommendation for a sustainable density based or “pay as you throw” system for MSW by March 2021.

CR&R is committed to transparency with the City throughout these pilot programs, sharing actual expenses, quantifiable efficiencies, and impact on programs.

Request for Proposals for the City of Tustin

PROPOSAL FORM 11
PLANS FOR INCORPORATION OF TECHNOLOGICAL INNOVATION

Task Name	Start	Finish	Duration
Smart Containers P1	12/2/2019	12/1/2020	52 w
Smart Containers P2	3/2/2020	12/31/2020	44 w
Smart Containers P3	12/1/2020	10/29/2021	48 w
On Board Scales	4/1/2019	12/31/2020	92 w



P = PLAN, S = START

Request for Proposals for the City of Tustin

PROPOSAL FORM 7
LIST OF CONTRACTOR-FURNISHED PERSONNEL

Office and Management Headcount (Number of FTE)

Position Description	Number of FTE
Operations Manager	1
Field Supervisor	(under Route Manager)
Supervisor	
Recycling Coordinators	2
City Liaison	1
Office Manager	
Route Manager	1
Customer Service Representatives	2
Dispatchers	1
Other:	
Other:	
Other:	
General Manager	1
Senior Manager(s) Responsible for Marketing of Food Scraps/Yard Trimmings/Compost Products and/or AD Energy Digestate	

Collection and Transportation Headcount (leave blank if the position is not proposed):

Labor Category	Number of FTE:
Residential Collection	
MSW Driver	3
Recycling Driver	1.5
Yard Trimmings and Co-collection Driver	1.5
Food Scraps Driver (as directed by City)	2
Residential Route Manager	
Other Residential Driver	
Other Residential Driver	
TOTAL RESIDENTIAL DRIVERS	8
Commercial and Multi-Family Collection	
MSW Drivers	5
MSW Helpers	
Recycling Drivers (Single Material and Single Stream)	4
Recycling Helpers (Single Material and Single Stream)	
Yard Trimmings Drivers	1

Request for Proposals for the City of Tustin

PROPOSAL FORM 7
LIST OF CONTRACTOR-FURNISHED PERSONNEL

Yard Trimmings Helpers	
Food Scrap Drivers	1
Food Scrap Helpers	
Co-collected Food Scraps and Yard Trimmings Drivers	
Co-collected Food Scraps and Yard Trimmings Helpers	
Commercial / Multi-family Route Manager	
Other Comm / MF Driver	
Other Comm / MF Driver	
TOTAL COMMERCIAL / MULTI-FAMILY DRIVERS	11
Roll-off Collection	
MSW Compactors	1
Recycling (Single Material, Single Stream, Food Scraps, Yard Trimmings) Compactors	
C&D	1
Roll-off Route Manager	
Other Roll-off Drivers:	.5
TOTAL ROLL-OFF DRIVERS	2.5
Miscellaneous Drivers and Support	
Relief Drivers & Spares	1.5
Box Truck Drivers	
Bulky Route Drivers	.5
E-waste / U-waste / White Goods Route Drivers	.5
Container Delivery Drivers	
Scout Service Drivers	
Mechanics	1
Mechanics Helpers	1
Other Misc. and Support:	
TOTAL MISC AND SUPPORT	4.5
TOTAL PROPOSED COLLECTION / TRANSPORTATION HEADCOUNT	**26**

Request for Proposals for the City of Tustin

PROPOSAL FORM 5
NAMES AND RESUMES OF KEY PERSONNEL

Below are the names of the key personnel that will be responsible for collection operations and the areas of the management, operations, and line personnel. As noted in the RFP, key project personnel marked with star (*) below shall not be substituted without prior written permission from the City.

General Manager *	Royden Fujimori
Operations Manager *	Norma Zarate
Manager of Recycling Coordinators *	Maria Lazaruk
Senior Manager(s) Responsible for Marketing of Food Scraps/Yard Trimmings/Compost Products and/or AD Energy Digestate *	Mike Silva Clarke Pauley
Customer Service Manager	Rose Eriksson
Maintenance Supervisor	Frank Alvarez
Billing Specialist	Rose Eriksson
Reporting and Compliance Supervisor	Chrystal Denning
Field Supervisor	Filiberto (Fili) Hernandez

Key Team Members

CR&R offers the City of Tustin what is perhaps the most experienced solid waste management team in place in Southern California. Together, the senior personnel who will be involved in the administration of the solid waste services on behalf of the City have a total of over 250 years of experience covering all facets of the solid waste management business. Individually, each manager at CR&R has extensive operating experience with a passion for world class customer service and a commitment to safety in each and every community we service. Furthermore, all of the key decision-makers live and work in Southern California, are intimately familiar with the regulatory and environmental standards set by the State and have a vested interest in improving their own communities.

Brief supporting resumes including qualifications and experience of key personnel identified in the table are included below. Additional resumes of CR&R staff relating to organizational structure are included in Form 6, Structure of Project Team.

Request for Proposals for the City of Tustin

PROPOSAL FORM 5
NAMES AND RESUMES OF KEY PERSONNEL

Royden Fujimori

Mr. Fujimori is the Regional General Manager for CR&R. He is responsible for all aspects of the business units including, residential collections, commercial collections, roll off, dispatch, portable storage operations, and post collection. He is accountable for the service, safety and efficiencies of each of these businesses. Royden has been at the center of every CR&R business transformation; digital operations, modernization of our fleet inventory, and employee training and development.

A graduate of the University of California Irvine, and with over 17 years of industry experience, he is the senior manager for any large operational undertaking. Mr. Fujimori has successfully led more than a dozen large scale customer transitions / roll outs, and has a developed a reputation for thoroughness leaving no small detail to chance and a trusted consultant to clients.

Mr. Fujimori will oversee the operations manager for Tustin that will be responsible for the oversight and management of the daily operations for compliance with the terms of the franchise agreement(s). He also oversees the Industrial Engineering Department and will have direct responsibility for routing.

Request for Proposals for the City of Tustin

PROPOSAL FORM 5
NAMES AND RESUMES OF KEY PERSONNEL

Norma Zarate

Ms. Zarate is our Divisional Operations Manager for the Lampson Division. She is responsible for all aspects of the operation that services seven cities in South Orange County. Norma currently manages a team of 7 route managers that supervise over 150 route employees. Coming from a transportation family, Norma has over 14 years of industry experience which she has honed her skills through a number of increasingly responsible roles at CR&R. Her ability to sincerely communicate to employees and customers alike, her ability to gain commitment in building a culture of service, safety and performance has earned her a reputation of a true leader.

Norma has extensive capability in the planning and execution of large and complicated service transitions. Her progressive experience through the organization has provided her an in depth understanding of the internal systems and processes that she utilizes to the benefit of her customers, to get things done.

Maria C. Lazaruk

Ms. Lazaruk is the Senior Public Relations and Environmental Compliance Manager for CR&R. She has worked in the solid waste management industry for 39 years and exclusively for CR&R and its affiliates for the past 24 years. Maria has developed solid waste and recycling outreach and educational material and has been responsible for ensuring full compliance with contract reporting and program monitoring to meet the goals of AB 939, AB 341, and AB 1826.

In addition, she guides the training and development of the CR&R Community Relations Sustainability Coordinator team.

Request for Proposals for the City of Tustin

PROPOSAL FORM 5
NAMES AND RESUMES OF KEY PERSONNEL

Ms. Lazaruk has played a key role in all service transitions in Orange, Imperial, San Bernardino, and Los Angeles Counties. Ms. Lazaruk is responsible to instruct the Sustainability Coordinators and oversee the Implementation Plan of Action, Public Relations and Recycling Compliance for the City of Tustin.

Mike Silva

Mr. Silva is Vice President of CR&R Environmental Services' Bioenergy division and he serves as the lead project manager and civil engineer. He has more than thirty years' senior level solid waste experience with expertise in technology development and construction management. In 1992, he designed and constructed one of the first processing facilities in the Country. Since that time, Mr. Silva has been instrumental in building several transfer station and material recovery facilities.

Mr. Silva is in charge of CR&R's Anaerobic Digestion (AD) project, which is the largest of its kind in the Country. Under his leadership and management, he will continue the development of phase three and four the AD facility. He is responsible for CR&R's Bioenergy division which includes operation of the AD facility and material management. His technical capability and industry experience will support management of the City of Tustin's organics program.

Request for Proposals for the City of Tustin

PROPOSAL FORM 5
NAMES AND RESUMES OF KEY PERSONNEL

Clarke Pauley

Clarke is a Vice President in CR&R Environmental Services' Bioenergy division which presently encompasses organics recycling, anaerobic digestion, and composting. Clarke's primary focus at CR&R is on the marketing and sales of Biomethane, Carbon Credits, and organic soil products from Anaerobic Digestion. Clarke has a diverse background in renewable energy, environmental science, marketing, and business development.

Clarke has worked in the fields of environmental engineering, gasification, biochar, and most recently Anaerobic Digestion of organic wastes. Clarke has previously worked for renewable energy startups, Tetra Tech-San Francisco, and has owned his own marketing services company. Clarke is a graduate of University of California Berkeley and aside from his extensive travels has been a California resident for his entire life.

Rose Eriksson

Ms. Eriksson is responsible for establishing quality and service level goals for our Customer Service Center, measuring and reporting performance for all customer service representatives against goals, and standardizing processes and implementing new procedures to improve quality and efficiency. She continually develops and maintains written procedures and training documentation. In addition, she ensures systems and equipment support departmental needs and maintains billing system software functionality.

Ms. Eriksson also conducts process improvement meetings with other departments and will be involved in the transition process for the City of Tustin.

Request for Proposals for the City of Tustin

PROPOSAL FORM 5
NAMES AND RESUMES OF KEY PERSONNEL

Frank Alvarez

Mr. Alvarez manages over all of CR&R fleet operations for maintenance and vehicle purchases. He oversees the shop managers for each operation site to ensure CR&R's fleet is to the highest standards with all maintenance performed on a strict schedule and in conformance with the California Highway Patrol (CHP) Terminal Inspection procedures. Mr. Alvarez oversees all aspects of CHP inspections for operational sites.

Mr. Alvarez has over thirty years' experience in fleet maintenance and purchasing for CR&R. He will be responsible for vehicle procurement for the City of Tustin agreement. He works closely with operations manager Norma Zarate and the shop manager for the City of Tustin fleet to be responsive to any vehicle related matters as they arise. Additionally, Mr. Alvarez has extensive experience with vehicle procurement for new contract rollouts. His leadership, work ethic, and commitment to excellence are instrumental in meeting all new contract vehicle requirements for the CR&R operations team delivery for Tustin.

Chrystal Denning

Chrystal Denning has extensive experience of over twenty years in the solid waste management industry. Her experience includes managing municipal waste diversion reporting, recycling outreach, state annual reporting, and AB341 implementation (mandatory commercial recycling) for several cities. In addition, she has worked extensively in developing and implementing public education and outreach programs for municipalities and assisting with grant administration for the Beverage Container City Payment Program and Used Oil Collection Program. She is currently finishing her MBA at the University of La Verne.

Request for Proposals for the City of Tustin

PROPOSAL FORM 5
NAMES AND RESUMES OF KEY PERSONNEL

Ms. Denning has been responsible for contract compliance and diversion program monitoring to support state goals of AB939 and AB341. She has been a key team member in recent service transitions. Ms. Denning will provide administrative and contract compliance support relating to the City of Tustin Franchise Agreement

Filiberto Hernandez

Filiberto (Fili) Hernandez is our Senior Route Manager. His current areas of responsibility include the City of Tustin and City of Lake Forest. His past areas of responsibilities include the City of Orange and Westminster. He has been part of the CR&R team for over 10 years and has over 25 years of experience in the waste industry. This includes 19 years of commercial driving and 7 years as a route manager.

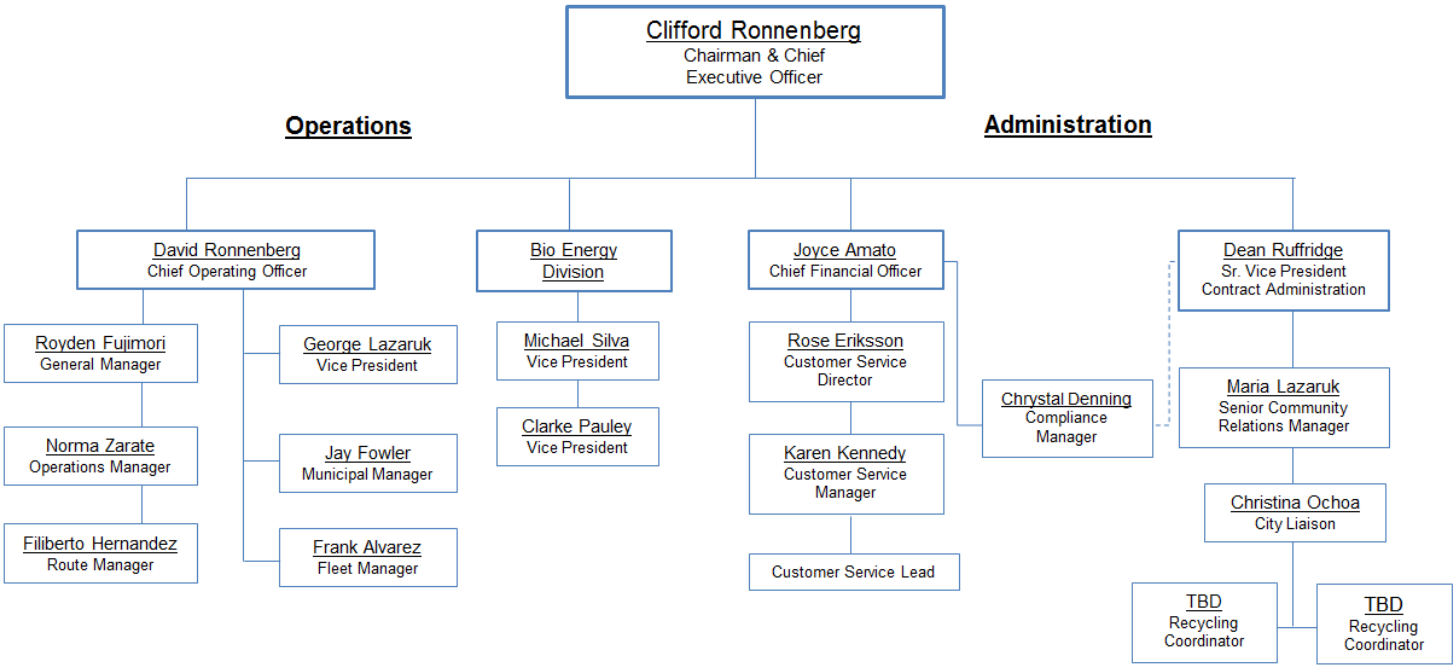
Fili has been a vital part of the growth of the Lampson Division. Besides a major contributor in the daily operations, he has been part of the new contract rollout teams in Orange, Lake Forest, La Habra, Newport Beach, Westminster, and Artesia. Fili's first-hand experience gives him the ability to plan, organize and manage the work of his drivers to ensure that the service is accomplished in a consistent and safe manner.

Request for Proposals for the City of Tustin

PROPOSAL FORM 6
STRUCTURE OF PROJECT TEAM

Included with this form is CR&R's organization chart for the proposed project team. Resumes for key personnel are included on Form 5 of this proposal. Additional resumes for the project team are included in this section.

CR&R Incorporated
Organizational Chart
City of Tustin Team



Density Audits

Residential, Multi-family, and Commercial Route Density Audit Protocol and Multi-family and Commercial Sector-Specific Density Audit Protocol

Note: As used herein, "stream" refers to Residential, Commercial or Multi-Family "streams". Residential includes Gated Developments, HOA's and Mobile Home Parks with individual Cart service. Multi-Family includes Gated Developments, HOA's and Mobile Home Parks with centralized Bin/Cart service. "Component" refers to the type of material: Single Stream Recyclable Materials, Yard Trimmings/Wood, Food Scraps, Co-collected Yard Trimmings/Wood and Food Scraps or Construction and Demolition Debris.

1. **Density Audit Protocol – Actual Material Densities**

Quarterly, the Contractor shall conduct the following Residential, Multi-family and Commercial route density audits for the following active routes:

Stream	Component	Frequency of Density Audits	Sample Size
Residential	MSW	Quarterly. City may direct less frequent audits if consistent results are achieved (i.e. plus or minus 10% variation).	At least 50 **full** Carts (95%+ full).
	Recyclable Materials		
	Yard Trimmings		
	Food Scraps (if directed by City)		
	Co-collected Yard Trimmings and Food Scraps (if directed by City)		
Commercial	MSW	Quarterly. City may direct less frequent audits if consistent results are achieved (i.e. plus or minus 10% variation).	At least 30 **full** Bins (95%+ full).
	Recyclable Materials		
	Yard Trimmings		
	Food Scraps		
	Co-collected Yard Trimmings and Food Scraps (if directed by City)		
Multi-family	MSW	Quarterly. City may direct less frequent audits if consistent results are achieved (i.e. plus or minus 10% variation).	At least 30 **full** Bins (95%+ full).
	Recyclable Materials		
	Yard Trimmings		
	Food Scraps (if directed by City)		
	Co-collected Yard Trimmings and Food Scraps (if directed by City)		

Audit Protocol

1. During the course of each calendar quarter, beginning in Q3 of 2019 (July – September 2019), Contractor will select a random representative sample of 30 or more **full** Commercial Containers, 30 or more **full** Multi-family Containers and 50 or more **full** Residential Containers to Collect for each of the active routes noted above. Full is defined as 95% or more capacity utilization. Prior to each audit, Contractor will submit its proposed method for selection of a random representative sample of Containers for each stream for approval by City. The audit will proceed once City has approved a method for obtaining a random representative sample.
2. For each active component of each stream shown in the table above, Contractor will Collect at least 30 full Commercial, 30 full Multi-family Containers, and 50 or more full Residential Containers in a dedicated vehicle (i.e. one vehicle will collect a representative sample from the Commercial stream, MSW component) and deliver it to a certified scale to determine the total weight collected.
3. The net tonnage (gross tonnage minus vehicle tare weight) of the representative samples shall be divided by the total yards collected to calculate a density for each of the components of each stream audited.
4. The Contractor shall report to the City in the Quarterly reports included in Attachment K, the measured densities, in lbs. per cubic yard, of all active components of the Residential, Commercial and Multi-Family streams.

2. Commercial vs. Multi-Family Stream-Specific Density Audit Protocol

Twice annually, if the Contractor opts to allocate tonnage between Commercial and Multi-family routes using a volume-based allocation system as described in Section 9.05 of the Agreement, the Contractor shall conduct the following Multi-Family and Commercial route density audits for the following active routes:

Commercial MSW
Multi-Family MSW
Commercial Single Stream and Single Material Recyclables
Multi-Family Single Stream and Single Material Recyclables
Commercial Yard Trimmings
Multi-Family Yard Trimmings
Commercial Food Scrap Recycling (if directed by City)
Multi-Family Food Scrap Recycling (if directed by City)
Commercial Co-collected Food Scrap and Yard Trimmings Recycling (if directed by City)
Multi-family Co-collected Food Scrap and Yard Trimmings Recycling (if directed by City)

Note: If the Contractor has dedicated routes (i.e. Multi-family only and Commercial only routes) or if an on-board scale system that weighs Containers at time-of-service, the following audits are not required. (See Section 9.05 of the Agreement.)

Protocol for Stream-Specific Density On-Service Audits

1. Contractor will select a representative sample of accounts for each of the active routes noted above. A representative sample shall consist of no fewer than 100 cubic yards of service. Prior to each audit, Contractor will submit its proposed method for selection of a random representative sample of Containers for each stream for approval by City. The audit will proceed once City has approved a method for obtaining a random representative sample.
2. For each active component of each stream, Contractor will collect a representative sample in a dedicated vehicle (i.e. one vehicle will collect a representative sample from the Commercial stream, MSW component) and deliver it to a certified scale to determine the total weight collected.
3. The net tonnage of the material Collected in the representative sample shall be divided by the total yards on service to calculate a density for each of the streams audited.
4. The calculated density of each component's cubic yardage as obtained in Step 3, will be applied to the portion of cubic yards Collected from each stream when Collection routes are blended between Commercial and Multi-family Customers. For example, a route with 80 cubic yards on service Collects Food Scraps from both Commercial and Multi-Family Customers. If 50 cubic yards of the 80-cubic yard Food Scrap route is collected from Multi-Family Customers and this Food Scrap component had a measured density of 150 lbs. per cubic yard (as calculated in Step 3), a weight of 7,500 lbs. of Food Scraps would be ascribed to the Multi-Family Customers on this route in the monthly tonnage reports. If the other 30 cubic yards was Collected from Commercial Customers, and the density calculated in Step 3 was 250 lbs. per cubic yard, 7,500 lbs. of Food Scraps would be attributed to the Commercial Customers on this route in the monthly tonnage reports.
5. Stream and component-specific densities will be reported to the City in the first quarterly report, as described in Attachment K, following the completion of the audits (i.e. if the audits were completed in June 2019, the results shall be included in the quarterly reporting for April – June 2019). The densities will be used on the Contractor's monthly reports, as described in Attachment K, to allocate tonnage between Commercial and Multi-Family generators if mixed routes are used. The City-approved, sector-specific densities shall be applied to the reports described in Attachment K the first reporting period after approval by the City. Per Article 9.05 of the Agreement, the Contractor will not be required to conduct these audits if Contractor operates dedicated Multi-Family and Commercial routes or Contractor utilizes on-board scales to weigh each Container at the time of service.

AMENDMENT TO WASTE DISPOSAL AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and the

CITY OF TUSTIN

April 28 2016

County Amendment Authorization Date:

_____ __, 2016

County Notice Address:

Director
OC Waste and Recycling
300 N. Flower, Suite 400
Santa Ana, CA 92703

City Amendment Authorization Date:

April 5, 2016

City Notice Address:

City Manager
City of Tustin
300 Centennial Way
Tustin, CA 92780

AMENDMENT TO WASTE DISPOSAL AGREEMENT

THIS AMENDMENT TO WASTE DISPOSAL AGREEMENT (the "Amendment") is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the City designated on the cover page of this Amendment, a general law or charter city and political subdivision of the State of California (the "City").

RECITALS

The County owns, manages and operates a sanitary landfill system for the disposal of municipal solid waste generated by the cities and the unincorporated area within the County (the "Disposal System"). The Disposal System includes three active landfills and four regional household hazardous waste collection centers.

The Disposal System is used for the disposal of municipal solid waste which is not reused, recycled or otherwise diverted from landfill disposal, pursuant to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act").

The County has entered into waste disposal agreements in 2009 (the "Original Waste Disposal Agreements") with all of the cities in the County, including the City, as well as certain sanitary districts located in the County (the "Participating Cities"), pursuant to which the County agreed to provide disposal capacity for waste generated in or under the control of the Participating Cities, and the Participating Cities agreed to deliver or cause the delivery of waste generated in or under the control of the Participating Cities to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of, the Original Waste Disposal Agreements.

The City has determined that the execution of this Amendment by the City is in the best interest of the City and will serve the public health, safety and welfare by providing greater disposal rate stability, more predictable and reliable long-term disposal service, and sound environmental management.

The County has determined that the execution by the County of this Amendment will serve the public health, safety and welfare by providing a more stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Disposal System, thereby enabling the County to plan, manage, operate and finance improvements to the Disposal System on a more prudent and sound long term, businesslike basis consistent with its obligations to the State and the holders of obligations secured by its Disposal System.

Official action approving this Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

Section 1. Amendment to Original Waste Disposal Agreement.

(a) Sections 3.6(C) and 3.6(E) of the Original Waste Disposal Agreement are deleted and replaced in their entirety, as set forth below:

"(C) Receipt of Imported Acceptable Waste on a Contract Basis. Throughout the Term hereof, the County shall have the right to enter into a contract or other agreement with any municipal or private non-County entity for the delivery of Imported Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Disposal System for the benefit of the County and the Participating Cities and to generate Net Import Revenues. The County certifies that in its good faith judgment the contract or other agreement for the delivery of such waste will not materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the Participating Cities in accordance with the applicable Disposal Agreements throughout the Term thereof. "

"(E) Application and Use of Revenues From Other Users. (1) Throughout the term hereof, all revenues received by the County from the disposal of County Acceptable Waste by the Disposal System, and all revenues received by the County from the disposal of Imported Acceptable Waste by the Disposal System (including amounts received by the County as a result of the failure of contract counterparties to deliver minimum required amounts of Imported Acceptable Waste) , shall be deposited by the County in the County OC Waste & Recycling Enterprise Fund and shall constitute revenues of the Disposal System. Pursuant to the County's Plan of Adjustment, the County is entitled to receive net revenues (after payment of all costs attributable to the acceptance of such Imported Acceptable Waste at the Disposal System) ("Net Import Revenues") from the disposal of Imported Acceptable Waste by the Disposal System. Costs attributable to the disposal of Imported Acceptable Waste include deposits to the Environmental Fund, deposits to closure and postclosure reserves, City host fees (if applicable), operating costs (such as manpower expenditures, equipment, services and supplies expenditures), state surcharges, and a pro rata share of capital project costs. Net Import Revenues shall be used for the payment of bankruptcy related obligations until payment in full of such bankruptcy related obligations required to be paid from such Net Import Revenues pursuant to the Plan of Adjustment. It is estimated that payment in full of such bankruptcy related obligations required to be paid from such Net Import Revenues pursuant to the Plan of Adjustment will occur by the end of Fiscal Year 2017-18.

(2) Until the County's obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full, Net Import Revenues shall be calculated as provided in Section (3.6)(E)(1). For any period after the County's obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full, Net Import Revenues shall be calculated as follows:

(i) in Fiscal Year 2017-18, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess of $17.57 per ton;

(ii) in Fiscal Year 2018-19, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported

Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess of $18.01 per ton;

(iii) in Fiscal Year 2019-20, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess in excess of $18.46 per ton; and

(iv) thereafter, Net Import Revenues shall be equal to 30% of the revenues received by the County from the disposal of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located).

(3) After the County's obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full (i) 50% of any Net Import Revenues (as calculated pursuant to Section 3.6(E)(2)) shall be paid to the County General Fund; and (ii) 50% of such Net Import Revenues shall be paid to the Participating Cities (and to the County, with respect to the unincorporated area) listed in Appendix 5 for use for any purpose by the Participating City, including but not limited to state mandated solid waste programs. Payments of such amounts to the County General Fund and the Participating Cities shall be made by the County within 90 days after the end of each fiscal year. The portion of Net Import Revenues specified above payable to the Participating Cities shall be apportioned in the percentages set forth in Appendix 5.

(4) The percentages set forth in Appendix 5 with respect to each Participating City will be adjusted at the end of Fiscal Year 2019-20 to reflect the percentage of actual deliveries of Acceptable Waste from each Participating City as compared to the total amount of actual deliveries from all of the Participating Cities during Fiscal Years 2017-18, 2018-19, and 2019-20. The County shall notify each Participating City of the revised percentages in Appendix 5 within 120 days after the end of Fiscal Year 2019-20. The revised percentages will be used for the allocation of Net Import Revenues generated during Fiscal Year 2020-21 and thereafter.

(b) Section 4.2(A)(z) is added to the Original Waste Disposal Agreement (immediately following Section 4.2(A)(y)) as follows:

"(z) decrease the amount of Net Import Revenues otherwise payable to the County General Fund and the Participating Cities pursuant to Section 3.6(E)(2) and Section 3.6(E)(3) and use the amount of such decrease to pay costs of the Disposal System."

(c) Section 6.1(A) and Section 6.1(B) of the Original Waste Disposal Agreement are deleted and replaced in their entirety with the following:

"SECTION 6.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Agreement shall continue in full force and effect until June 30, 2025, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the parties, on or before June 30, 2023, for an additional term of ten years (the "Renewal Term") on the same terms and conditions as are applicable during the Initial Term hereof. The City shall give the County written notice of its irrevocable election to renew this Agreement on or before June 30, 2022. If the parties do not renew this Agreement by June 30, 2023, the Agreement shall expire on June 30, 2025."

(d) The first sentence of Section 6.1(C) of the Original Waste Disposal Agreement is deleted in its entirety and replaced with the following:

"In connection with the parties' right to renew this Agreement for an additional ten-year term pursuant to Section 6.1(B), the parties shall, on or before June 30, 2023, negotiate an applicable change in the Contract Rate for such renewal term."

(e) Appendix 2 of the Original Waste Disposal Agreement is deleted in its entirety and replaced with the form attached hereto.

(f) Appendix 5 shall be added to the Original Waste Disposal Agreement as a new appendix, in the form attached hereto.

(g) All other terms and conditions of the Original Waste Disposal Agreement shall remain in full force and effect.

Section 2. Initial Payment. As consideration for the execution of this Amendment by all of the Participating Cities, and subject to the occurrence of the Amendment Effective Date pursuant to Section 3, the County agrees to pay, from the County OC Waste & Recycling Enterprise Fund, the Amendment Payment to the Participating Cities listed in Appendix 5. The aggregate Amendment Payment shall be $5,400,000, and shall be distributed to the individual Participating Cities (including the City) in the percentages set forth in Appendix 5 by September 30, 2016.

Section 3. Effectiveness of Amendment. The provisions of this Amendment shall not become effective unless and until the Amendment has been executed by the County and all of the Participating Cities. The date on which the County and all of the Participating Cities have executed the Amendment shall be the "Amendment Effective Date." The County shall give written notice of the Amendment Effective Date to the City. In the event that the Amendment Effective Date does not occur by June 30, 2016, this Amendment shall be automatically terminated and the County shall have no obligation to make the Amendment Payment.

Section 4. REPRESENTATIONS AND WARRANTIES OF THE PARTIES. Each of the parties to this Amendment represent and warrant that it is a political subdivision of the State of California validly existing under the Constitution and laws of the State and (ii) it has duly authorized the execution and delivery of this Amendment, and has duly executed and delivered the Amendment.

All other terms and conditions of the 2009 Original Waste Disposal Agreement not specifically changed by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY have caused this Amendment to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date 4/28/16

By _____
Director, OC Waste & Recycling

Date 4.7.16

By _____
Jeffrey C. Parker
City Manager
City of Tustin

Date _____

By _____
[NAME]
City Representative
City of [CITY]

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____
James Steinmann, Deputy

APPENDIX 2

County Acceptable Waste Tonnage Target to be Used for Purposes of Section 4.2(b)

Fiscal Year	Tonnage	Cumulative
FY 2015-16	2,724,250	2,724,250
FY 2016-17	2,681,153	5,405,403
FY 2017-18	2,638,746	8,044,149
FY 2018-19	2,597,017	10,641,166
FY 2019-20	2,558,522	13,199,688
FY 2020-21	2,520,605	15,720,293
FY 2021-22	2,483,256	18,203,549
FY 2022-23	2,483,256	20,686,805
FY 2023-24	2,483,256	23,170,061
FY 2024-25	2,483,256	25,653,317

APPENDIX 5

PARTICIPATING CITY ALLOCATION PURSUANT TO SECTION 3.6

City	Allocation Percentage for Purposes of Section 3.6	Allocation of Initial Payment
Anaheim	13.18%	$711,509
Aliso Viejo	0.67	36,416
Buena Park	2.34	126,275
Brea	2.28	123,085
Costa Mesa	2.18	117,936
Costa Mesa Sanitary District	1.48	79,976
Cypress	2.56	138,115
Dana Point	0.99	53,278
Fullerton	4.10	221,271
Fountain Valley	1.76	95,217
Garden Grove/ GG Sanitary District	7.17	387,197
Huntington Beach	6.13	330,807
Irvine	8.22	444,036
Laguna Beach	1.14	61,796
Laguna Hills	0.74	40,098
Laguna Niguel	1.36	73,341
Laguna Woods	0.41	22,274
La Habra	1.69	91,431
Lake Forest	2.45	132,214
La Palma	0.32	17,325
Los Alamitos	0.58	31,362
Mission Viejo	2.42	130,902
Newport Beach	3.68	198,946
Orange	4.90	264,468
Placentia	1.58	85,116
Rancho Santa Margarita	1.11	60,009
Santa Ana	10.60	572,184
San Clemente	1.40	75,728
San Juan Capistrano	1.23	66,420
Seal Beach	0.82	44,292
Stanton	1.62	87,287
Tustin	1.42	76,648
Villa Park	0.21	11,081
Midway City Sanitary District (Westminster)	2.13	114,893
Yorba Linda	1.78	96,344
County Unincorporated	3.35	180,723
Totals	100%	$5,400,000

WASTE DISPOSAL AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and
the

CITY OF TUSTIN

Dated 7/23, 2009

County Authorization Date:

March 24, 2009

County Notice Address:

Director
OC Waste & Recycling
300 N. Flower Street, Suite 400
Santa Ana, CA 92703

City Authorization Date:

City Notice Address:

Execution Copy

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS AND INTERPRETATION

Section 1.1 DEFINITIONS....2
Section 1.2 INTERPRETATION....7

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 REPRESENTATIONS AND WARRANTIES OF THE CITY....8
Section 2.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY....9

ARTICLE III
DELIVERY AND ACCEPTANCE OF WASTE AND PROVISION OF DISPOSAL SERVICE

Section 3.1 DELIVERY OF WASTE....9
Section 3.2 PROVISION OF DISPOSAL SERVICES BY THE COUNTY....11
Section 3.3 COUNTY RIGHT TO REFUSE WASTE....12
Section 3.4 UNINCORPORATED AREA ACCEPTABLE WASTE....13
Section 3.5 MISCELLANEOUS OPERATIONAL MATTERS....14
Section 3.6 OTHER USERS OF THE DISPOSAL SYSTEM....14
Section 3.7 COUNTY PROVISION OF WASTE DIVERSION SERVICES....15

ARTICLE IV
CONTRACT RATE

Section 4.1 CHARGING AND SECURING PAYMENT OF CONTRACT RATE....15
Section 4.2 CONTRACT RATE....15
Section 4.3 RESPONSIBILITY FOR PAYMENT OF THE CONTRACT RATE....21
Section 4.4 BILLING OF THE CONTRACT RATE....21
Section 4.5 RESTRICTED RESERVES....21
Section 4.6 AUDITED FINANCIAL STATEMENTS....22
Section 4.7 ANNUAL UPDATE OF TEN-YEAR FINANCIAL PROJECTION....22

ARTICLE V
BREACH, ENFORCEMENT AND TERMINATION

Section 5.1 BREACH....23
Section 5.2 CITY CONVENIENCE TERMINATION....23
Section 5.3 TERMINATION....23
Section 5.4 NO WAIVERS....24
Section 5.5 FORUM FOR DISPUTE RESOLUTION....24

ARTICLE VI
TERM

Section 6.1 EFFECTIVE DATE AND TERM....24
Section 6.2 COMMENCEMENT DATE....25

ARTICLE VII
GENERAL PROVISIONS

Section 7.1 OPERATION AND MAINTENANCE OF THE DISPOSAL SYSTEM....26
Section 7.2 UNCONTROLLABLE CIRCUMSTANCES GENERALLY....26
Section 7.3 INDEMNIFICATION....27
Section 7.4 RELATIONSHIP OF THE PARTIES....27
Section 7.5 LIMITED RECOURSE....27
Section 7.6 PRE-EXISTING RIGHTS AND LIABILITIES....27
Section 7.7 NO VESTED RIGHTS....28
Section 7.8 LIABILITY FOR COLLECTION, TRANSPORTATION AND PROCESSING....28
Section 7.9 NO CONSEQUENTIAL OR PUNITIVE DAMAGES....28
Section 7.10 AMENDMENTS....28
Section 7.11 NOTICE OF LITIGATION....28
Section 7.12 FURTHER ASSURANCES....28
Section 7.13 ASSIGNMENT OF AGREEMENT....28
Section 7.14 INTEREST ON OVERDUE OBLIGATIONS....28
Section 7.15 BINDING EFFECT....28
Section 7.16 NOTICES....28

APPENDIX 1

ESTIMATED ANNUAL TONNAGE

APPENDIX 2

CUMULATIVE TONNAGE TARGETS

APPENDIX 3

CUMULATIVE CAPITAL COSTS

APPENDIX 4

FORM OF HAULER ACKNOWLEDGEMENT

WASTE DISPOSAL AGREEMENT

THIS WASTE DISPOSAL AGREEMENT is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the City designated on the cover page of this Agreement, a general law or charter city and political subdivision of the State of California (the "City").

RECITALS

The County owns, manages and operates a sanitary landfill system for the disposal of municipal solid waste generated by the cities and the unincorporated area within the County (the "Disposal System"). The Disposal System includes three active landfills and four regional household hazardous waste collection centers.

The Disposal System is used for the disposal of municipal solid waste which is not reused, recycled or otherwise diverted from landfill disposal, pursuant to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act").

The City, in the exercise of its police power and its powers under the Act, has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection and disposal of municipal solid waste generated within the City.

A significant portion of municipal solid waste generated within the City historically has been and currently is delivered by such hauler or haulers to the County for disposal in the Disposal System.

In 1997, the City and the County entered in a waste disposal agreement (the "Original WDA"), pursuant to which the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of, the Original WDA.

The Original WDA, as amended, will expire by its terms on June 30, 2010, unless the City and the County agree to renew the Original WDA.

The City and the County desire to enter into this agreement to extend, amend and restate the Original WDA, on the terms and conditions set forth herein. The County and City acknowledge that the Original WDA shall remain in full force and effect until the Commencement Date.

The City has determined that the execution of this Agreement by the City will serve the public health, safety and welfare of the City by providing greater disposal rate stability, more predictable and reliable long-term disposal service, and the continuation of sound environmental management.

The County has determined that the execution by the County of this Agreement will serve the public health, safety and welfare by providing a more stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Disposal System, thereby enabling the County to plan, manage, operate and finance improvements to the Disposal System on a more prudent and sound long term, businesslike basis consistent with its obligations to the State and the holders of obligations secured by its Disposal System.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below.

"Acceptable Waste" means all garbage, refuse, rubbish and other materials and substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection and which are normally disposed of by or collected from residential (single family and multi-family), commercial, industrial, governmental and institutional establishments and which are acceptable at Class III landfills under Applicable Law.

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

"Agreement" means this Waste Disposal Agreement between the County and the City as the same may be amended or modified from time to time in accordance herewith.

"Appendix" means an appendix to this Agreement, as the same may be amended or modified from time to time in accordance with the terms hereof

"Applicable Law" means the Act, the Orange County Code, CERCLA, RCRA, CEQA, any Legal Entitlement and any federal or state rule, regulation, requirement, guideline, permit, action, determination or order of any Governmental Body having jurisdiction, applicable from time to time to the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Disposal System, the transfer, handling, transportation and disposal of Acceptable Waste, Unacceptable Waste, or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, mitigation monitoring plans and building codes).

"Board" means the California Integrated Waste Management Board.

"Capital Costs" means all costs of the Disposal System that are classified as capital costs for purposes of the budget of the Department in accordance with procedures established by the County of Orange Auditor-Controller in compliance with the California State Controller's Manual, including but not limited to all of the categories of costs of the Disposal System reported as "Buildings and Improvements, and Infrastructure" (Object Code 4200) or "Equipment" (Object Code 4000) in the County of Orange – Chart of Accounts, or any successor accounting or reporting system utilized by the County.

"CEQA" means the California Environmental Quality Act, codified at Cal. Pub. Res. Code Section 21000 *et seq.* as amended or superseded, and the regulations promulgated thereunder.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601 *et seq.*, as amended or superseded, and the regulations promulgated thereunder.

"Change in Law" means any of the following events or conditions which has a material and adverse effect on the performance by the parties of their respective obligations under this Agreement (except for payment obligations), or on the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Disposal System or other matters to which Applicable Law applies:

(1) the enactment, adoption, promulgation, issuance, material modification or written change in administrative or judicial interpretation on or after the Commencement Date of any Applicable Law (other than Applicable Law enacted by the County);

(2) the order or judgment of any Governmental Body (other than the County), on or after the Commencement Date, to the extent such order or judgment is not the result of willful or negligent action, error or

omission or lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(3) the denial of an application for, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a new or more stringent condition in connection with the issuance, renewal or failure of issuance or renewal on or after the Commencement Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption, imposition or failure materially and adversely interferes with the performance of this Agreement, if and to the extent that such denial, delay, suspension, termination, interruption, imposition or failure is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however that the contesting in good faith or the failure in good faith to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

A "Change in Law" shall include but not be limited to any new or revised requirements relating to the funding or provision of disposal services, including but not limited to any regulations for disposal operations or activities associated with the remediation, closure, funding or monitoring of closed sites with respect to facilities comprising the Disposal System, or facilities which the County previously utilized to provide waste disposal, transfer, recycling, processing or other waste related activities.

"City" means, as applicable, the city or Sanitary District designated on the cover page of this Agreement and party to this Agreement.

"City Acceptable Waste" means all Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the City, and Residue from the foregoing wherever produced, whether within or outside the City (or Tonnage equivalencies of such Residues, as and to the extent provided in subsection 3.1(C) hereof).

"Commencement Date" means the date on which the obligations of the parties hereto commence, established as provided in Section 6.2(B) hereof.

"Contract Date" means the first date on which this Agreement has been executed by both parties hereto.

"Contract Rate" has the meaning specified in Section 4.2 hereof.

"Contract Year" means the fiscal year commencing on July 1 in any year and ending on June 30 of the following year.

"Controllable Waste" means all City Acceptable Waste with respect to which the City has the legal or contractual ability to determine the disposal location therefor and which is:

(1) Non-Recycled City Acceptable Waste;

(2) not generated from the operations of the Governmental Bodies which, under Applicable Law, have the independent power to arrange for the disposal of the waste they generate; and

(3) collected and hauled by Franchise Haulers.

"County" means the County of Orange, a political subdivision of the State of California and party to this Agreement.

"County Plan" means the integrated waste management plan of the County approved by the Board pursuant to the Act as in effect from time to time.

"County Acceptable Waste" means Acceptable Waste generated in the County.

"County OC Waste & Recycling Enterprise Fund" means the waste management enterprise fund established and managed by the County pursuant to Section 25261 of the Government Code separate from its other funds and accounts for receipts and disbursements in connection with the Disposal System.

"County-wide Recycling Services" has the meaning set forth in subsection 3.7(A) hereof.

"Cumulative Tonnage Target" for any given Contract Year means the amount specified in Appendix 2 hereto with respect to such Contract Year.

"Department" means OC Waste & Recycling, and any agency, department or other Governmental Body which succeeds to the duties and powers thereof.

"Disposal Agreements" means each of the waste disposal agreements entered into between the County and any city within the County, Sanitary District or operator of any Transfer Station located in the County in accordance herewith.

"Disposal Services" means the solid waste disposal services to be provided by the County pursuant to the Service Covenant and otherwise hereunder.

"Disposal System" means the Orange County Waste Disposal System which includes solid waste disposal operations at three active landfills (Olinda Alpha, Frank R. Bowerman and Prima Deshecha); four regional Household Hazardous Waste Collection Centers; as well as services, such as monitoring and other activities, at closed refuse stations formerly operated by the County, as appropriate under Applicable Law.

"Environmental Fund" means the fund or funds held by the County to pay unanticipated costs of environmental mitigation, remediation or liability.

"Franchise Hauler" means any hauler or collector who provides Acceptable Waste collection services within the City pursuant to, or under authority granted by, a permit, contract, franchise or other agreement with the City. The term Franchise Hauler includes the City itself if Acceptable Waste collection and transportation services are provided directly by City operated municipal collection service.

"Governmental Body" means any federal, State, county, city or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any officer thereof acting within the scope of his or her authority.

"Hazardous Substance" has the meaning given such term in CERCLA, the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section 25300 *et seq.*), and Titles 22 and 26 of the California Code of Regulations and other regulations promulgated thereunder.

"Hazardous Waste" means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq.*) and the regulations contained in 40 CFR Parts 761-766; (3) the California Health and Safety Code, Section 25117 (West 1992 & Supp. 1996); (4) the California Public Resources Code, Section 40141 (West 1996); and (5) future additional or substitute Applicable Law pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq.*) and the regulations contained in 10 CFR Part 40.

"Imported Acceptable Waste" means Acceptable Waste that is generated outside of the geographical boundaries of the County and delivered to the Disposal System.

"Independent Haulers" means those waste collection/hauler companies primarily engaged as a principal business in the collection and transportation of municipal solid waste generated in the County of Orange which are not obligated to deliver County Acceptable Waste to the Disposal System pursuant to a franchise, contract, permit or other authorization with a city in the County.

"Initial Term" has the meaning specified in Section 6.1(A) hereof.

"Legal Entitlement" means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Disposal System or the performance of any obligation under this Agreement or the matters covered hereby.

"Legal Proceeding" means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Agreement.

"Loss-and-Expense" means any and all loss, liability, obligation, damage, delay, penalty, judgment, deposit, cost, expense, claim, demand, charge, tax, or expense, including all fees and costs.

"Net Import Revenues" has the meaning ascribed thereto in Section 3.6(E).

"Non-Recycled City Acceptable Waste" means all City Acceptable Waste other than Recycled City Acceptable Waste.

"Overdue Rate" means the maximum rate of interest permitted by the laws of the State, if applicable, or the prime rate established from time to time by the Bank of America, N.A. or its successors and assigns, plus 2%, whichever is lower.

"Participating City" means any city or Sanitary District executing a Disposal Agreement in accordance with Section 3.6(A) hereof and meeting all requisite conditions to the Commencement Date thereof.

"Plan of Adjustment" means the County's Modified Second Amended Plan of Adjustment, confirmed by the United States Bankruptcy Court Central District of California in that Conformed Order Confirming Modified Second Amended Plan of Adjustment, filed May 17, 1996.

"Posted Disposal Rate" means the per ton tipping fee charged by the County for the disposal of solid waste at the Disposal System by parties which are not entitled to disposal service at the Contract Rate pursuant to this Agreement.

"Prohibited Medical Waste" means any medical or infectious waste prohibited or restricted under Applicable Law from being received by or disposed at the Disposal System.

"Qualified Household Hazardous Waste" means waste materials determined by the Board, the Department of Health Services, the State Water Resources Control Board, or the Air Resources Board to be:

(1) Of a nature that they must be listed as hazardous in State statutes and regulations;

(2) Toxic/ignitable/corrosive/reactive; and

(3) Carcinogenic/mutagenic/teratogenic;

which are discarded from households as opposed to businesses. Qualified Household Hazardous Waste shall not include Unacceptable Waste.

"Recycled City Acceptable Waste" means any otherwise Controllable Waste which is separated from Acceptable Waste by the generator thereof or by processing and which is "recycled" within the meaning of Section 40180 of the Public Resources Code.

"Renewal Term" has the meaning specified in Subsection 6.1(B) hereof.

"Residue" means any material remaining from the processing, by any means and to any extent, of City Acceptable Waste or Recycled City Acceptable Waste; provided, however, that Residue shall not include minimal amounts of material remaining after such processing (which minimal amounts shall in no event exceed 10% of the amount of such City Acceptable Waste or Recycled City Acceptable Waste prior to processing).

"Resource Conservation and Recovery Act" or "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 *et seq.*, as amended and superseded.

"Restricted Reserves" has the meaning specified in Section 4.5.

"Sanitary Districts" means the sanitary districts in the County formed pursuant to the Sanitary District Act of 1923, codified at Cal. Ann. Health & Safety Code Section 6400 *et seq.*, as amended, supplemented, superseded and replaced from time to time.

"Self-Hauled Waste" means City Acceptable Waste collected and hauled by Self-Haulers.

"Self-Hauler" means any person not engaged commercially in waste haulage who collects and hauls Acceptable Waste generated from residential or business activities conducted by such person.

"Service Coordinator" means the service coordinator for either party designated pursuant to subsection 3.5(C) hereof.

"Service Covenant" means the covenants and agreements of the County set forth in Sections 3.2 and 3.3 hereof.

"Source-Separated Household Hazardous Waste" means Qualified Household Hazardous Waste which has been segregated from Acceptable Waste originating or generated within the geographical jurisdiction of the City at the source or location of generation.

"Source-Separated Household Hazardous Waste Disposal System" means the collection centers, facilities, contracts and other arrangements owned or administered by the County for the receipt, handling and disposal of Source-Separated Household Hazardous Waste.

"State" means the State of California.

"Term" shall mean the Term of this Agreement.

"Ton" means a "short ton" of 2,000 pounds.

"Transfer Station" means any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility to which solid waste collected for the City is delivered for processing before disposal in the Disposal System.

"Unacceptable Waste" means Hazardous Waste; Hazardous Substances; Prohibited Medical Waste; Qualified Household Hazardous Waste separated from Acceptable Waste; explosives, ordnance, highly flammable substances, and noxious materials and lead-acid batteries (except if delivered in minimal quantities); drums and closed containers; liquid waste, oil, human wastes; machinery and equipment from commercial or industrial sources, such as hardened gears, shafts, motor vehicles or major components thereof, agricultural equipment, trailers, marine

vessels and steel cable; hot loads; and any waste which the Disposal System is prohibited from receiving under Applicable Law.

"Uncontrollable Circumstance" means any act, event or condition affecting the Disposal System, the County, the City, or any of their Franchise Haulers, contractors or suppliers to the extent that it materially and adversely affects the ability of either party to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control of and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either party. Examples of Uncontrollable Circumstances are:

(1) an act of God, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance; and

(2) a Change in Law.

"Unincorporated Area" means those portions of the County which are not contained within the jurisdictional boundaries of incorporated cities.

"Unincorporated Area Acceptable Waste" means Acceptable Waste originating from or generated within the Unincorporated Area.

"Unrestricted Reserves" means cash and other reserves of the Disposal System which are not Restricted Reserves.

"Waste Disposal Covenant" means the covenants and agreements of the City set forth in Section 3.1 hereof.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder" and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on haulers or any other person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(G) Applicable Law. This Agreement shall be governed by and construed in accordance with the Applicable Laws of the State of California.

(H) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist, unless such invalidity frustrates the underlying primary purpose of the Agreement.

(I) Integration; Preservation of Certain Agreements. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated hereby. This Agreement shall completely and fully supersede all prior understandings and agreements between the Parties with respect to such transactions; provided, however, that this Agreement shall not supersede the following agreements:

1) MOU, dated March 10, 1992, between the City of Brea and the County of Orange regarding the Olinda Alpha Landfill as amended on April 6, 1993 and November 29, 1994;

2) MOU, dated May 11, 1995, between the City of Brea and the County of Orange regarding importation of out-of-County waste to the Olinda Alpha Landfill;

3) Settlement Agreement, dated August 1, 1984, between the City of Irvine and the County of Orange regarding the Bee Canyon Landfill (currently called Frank R. Bowerman Landfill);

4) MOU, dated May 16, 1995, between the City of Irvine and the County of Orange regarding importation of out-of-County waste to the Frank R. Bowerman Landfill;

5) MOU, dated September 12, 1995, and amended November 21, 1995, between the City of San Juan Capistrano and the County of Orange regarding importation of out-of-County waste to the Prima Deshecha Landfill;

6) MOU, dated July 1, 1997, between the City of San Clemente[, the Orange County Flood Control District] and the County of Orange regarding the Prima Deshecha Landfill; and

7) Cooperative Agreement, dated August 15, 2006, between the County and the City of Irvine.

(J) Recitals. The recitals to this Agreement are not intended to bind the parties hereto. In the event of a conflict between the recitals and the operative provisions of this Agreement, the operative provisions shall prevail. The recitals shall not be used to interpret the provisions of the Agreement.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence. The City is a general law or charter city validly existing under the Constitution and laws of the State.

(B) Due Authorization. The City has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the City.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants that:

(A) Existence. The County is a political subdivision of the State of California validly existing under the Constitution and laws of the State.

(B) Due Authorization. The County has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the County.

ARTICLE III
DELIVERY AND ACCEPTANCE OF WASTE AND PROVISION OF DISPOSAL SERVICE

SECTION 3.1 DELIVERY OF WASTE.

(A) Waste Disposal Covenant. Subject to the occurrence of the Commencement Date and throughout the Term of this Agreement, the City shall exercise all legal and contractual power and authority which it may possess from time to time to deliver or cause the delivery of all Controllable Waste to the Disposal System in accordance herewith.

(B) Recycled City Acceptable Waste. The parties hereto acknowledge the responsibility of the City to meet the recycling and landfill diversion goals contained in the Act. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the City to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the City to practice source separation, recycling, composting or other materials recovery activities, or to restrict the right of the City to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Waste generated in the City and delivered to the Disposal System by or on behalf of the City which may result from any such source separation or recycling program shall cause the City any liability hereunder (other than potential adjustment to the Contract Rate to the extent provided in Article IV hereof) and shall not constitute a breach of this Agreement.

(C) Waste Delivered to Transfer Station. All Residue from any processing of Controllable Waste by materials recovery, composting, recycling or other means, wherever performed, shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Where City Acceptable Waste is processed at a facility which concurrently processes other Acceptable Waste in a manner which produces commingled residue which cannot be traced to a geographic source, generic residues from such facility in Tonnage equal to the residues that would have been produced had City Acceptable Waste only been processed at the facility shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Any City Acceptable Waste or material derived or segregated therefrom which is held in storage and asserted by the possessor thereof to constitute Recycled City Acceptable Waste awaiting sale or distribution to the secondary materials markets shall constitute Controllable Waste if, when and to the extent that the storage or diversion thereof can be reasonably deemed to constitute an evasion of the Waste Disposal Covenant rather than generally recognized, accepted and prevailing practice in the Southern California materials recovery and recycling industry conducted in accordance with Applicable Law. In order for the owner and/or operator of a transfer station to be entitled to deliver Acceptable Waste from a Participating City to the Disposal System for the Contract Rate as provided in Article IV, such owner and/or operator must execute a direct agreement with the County, acknowledging and agreeing to comply with the obligation of the Participating City to cause the delivery of all Controllable Waste to the Disposal System pursuant to this Agreement. In addition, the County shall be authorized to implement procedures to determine if Acceptable Waste delivered by the owners or operators of Transfer Stations is entitled to utilize the Disposal System for the Contract Rate. Such procedures may include requiring Transfer Stations to certify, under penalty of perjury, the source of any such Acceptable Waste. If necessary, the County may require that, in order to qualify for use of the Disposal System for the Contract Rate, Transfer Stations must deliver Controllable Waste in loads containing only Controllable Waste, and not commingled with Acceptable Waste from entities which are not Participating Cities or Participating Independent Haulers.

(D) Power to Obligate Waste Disposal and Comply with this Agreement. On or before the Commencement Date, (i) any City franchise, contract, lease, or other agreement which is lawfully in effect relating to or affecting Controllable Waste shall provide, or shall have been amended to provide, that the City shall have the right without material restriction on and after the Commencement Date to direct the delivery of all Controllable Waste to a disposal location selected by the City (whether or not such Controllable Waste is delivered to a transfer station as an intermediate step prior to landfill disposal) and otherwise to comply with its obligations under this Agreement with respect to Controllable Waste and Franchise Haulers, and (ii) the City shall designate the Disposal System as the disposal location pursuant to such franchise, contract, lease or other agreement. On and after the Commencement Date and throughout the Term of this Agreement the City (a) shall not enter into any franchise, contract, lease, agreement or obligation, issue any permit, license or approval, or adopt any ordinance, resolution or law which is materially inconsistent with the requirements of the Waste Disposal Covenant, and (b) shall maintain non-exclusive or exclusive franchises or other contractual arrangements over any City Acceptable Waste which, as of the Contract Date, is subject to non-exclusive or exclusive franchise or other contractual arrangements. The City agrees that the County shall be a third party beneficiary of the obligation of Franchise Haulers to deliver Controllable Waste to the Disposal System, and may directly enforce such obligation through any legal means available. The City shall notify in writing each Franchise Hauler of the County's third party beneficiary rights.

(E) Waste Flow Enforcement. (1) The City, in cooperation with the Department, shall establish, implement, carry out and enforce a waste flow enforcement program which is sufficient to assure the delivery of all Controllable Waste to the Disposal System pursuant to and in accordance with the Waste Disposal Covenant for disposal at the times and in the manner provided herein. The waste flow enforcement program shall consist of amending City franchises, permits or authorizations with all Franchise Haulers, to the extent required by this Section and to the extent allowed by law, and shall include in addition, to the extent necessary and appropriate in the circumstances to assure compliance with the Waste Disposal Covenant, but shall not be limited to: (i) licensing or permitting Franchise Haulers, upon the condition of compliance with the Waste Disposal Covenant, (ii) providing for and taking appropriate enforcement action under any such franchise, license, or permit, such as but not limited to the suspension, revocation and termination of collection rights and privileges, the imposition of fines or collection of damages, and the exercise of injunctive relief against non-complying Franchise Haulers and (iii) causing any Transfer Station to which Controllable Waste is delivered for processing to deliver certification, under the penalty of perjury, of the amounts of Controllable Waste received and Residue remaining from processing at such Transfer Station.

(2) The City acknowledges and agrees that in the event of a breach of the Waste Disposal Covenant by the City, the City shall pay the County an amount equal to the amount that the City would have been required to pay to the County had the Waste Disposal Covenant not been breached, which shall be calculated by (x) subtracting the number of tons actually delivered during the month(s) of the breach from the number of tons that were delivered during the same month(s) closest in time when there was no such breach, even if such month(s) closest in time was prior to the Term, and (y) multiplying such amount by the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2). In the event that the County terminates the Waste Disposal Agreement as a result of such breach, the damages due as a result of such termination shall be equal to (aa) the average monthly deliveries by the City for the twelve months prior to the commencement of the breach multiplied by (bb) the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2), multiplied by (cc) the number of months that would have remained in the Term of the Agreement had the termination not occurred. The parties recognize that if the City fails to meet its obligations hereunder, the County will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of such damages. Therefore, the parties agree that the damages specified above represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the date hereto, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

(F) Legal Challenges to Franchise System. The City shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant against any challenge thereto, legal or otherwise (including any lawsuits against the City or the County, whether as plaintiff or defendant), by a

Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The City shall bear the cost and expense of any such Legal Proceeding or other challenge. In the event any such Legal Proceeding relating to the Waste Disposal Covenant or the City's exercise thereof establishes in a final determination that such covenant or exercise thereof is void, unlawful or unenforceable, or if any Franchise Hauler fails to deliver Controllable Waste to the Disposal System in breach of its franchise with the City on the grounds that a judicial determination made by any court or other Applicable Law has rendered its obligation to deliver Controllable Waste to the Disposal System void, unlawful or unenforceable on any legal grounds, with the result that actual waste deliveries to the Disposal System fall below the Cumulative Tonnage Targets, the County shall be entitled to avail itself of the remedies described in Section 4.2(B) hereof.

(G) Franchise Haulers. The City shall compile and provide the Department with the following information concerning all Franchise Haulers: name, address and phone number; identification number; area of collection and transportation; and franchise and permit terms.

(H) Waste Information System. The City shall cooperate with the Department in collecting information and otherwise monitoring Franchise Haulers in order to assure compliance with this Agreement. Such information may include, to the extent practicable, data pertaining to Controllable Waste collected, transported, stored, processed and disposed of, Recycled City Acceptable Waste collected, transported, stored, processed and marketed or disposed of, Franchise Haulers' franchise, permit or license terms, collection areas, transportation routes and compliance with Applicable Law; and all other information which may reasonably be required by the Department in connection with this Agreement. The City agrees to include in any revised franchise, contract, license or permit or other authorization granted to Franchise Haulers an obligation of the Franchise Hauler to provide to the County information relating to the Controllable Waste collected by such Franchise Hauler, including origins from which such Controllable Waste was collected, tonnage by type of load (residential, commercial, roll-off box), customer service levels, tonnage delivered by transfer station or material recovery facility utilized, and other related information.

(I) City Actions Affecting County. The City agrees to carry out and fulfill its responsibilities under this Agreement and Applicable Law so as to permit full and timely compliance by the County with its covenants and agreements with the State. In particular, the City agrees not to conduct, authorize or permit any disposal services for Controllable Waste to be provided in competition with the Disposal Services provided by the County hereunder, and not to take or omit to take any action with respect to Controllable Waste or its collection, transportation, transfer, storage, treatment or disposal that may materially and adversely affect the County's ability to achieve such timely compliance. Notwithstanding the foregoing, the City shall not be required to deny any permit or license or refuse to grant any approval while exercising its police powers.

(J) No Right of Waste Substitution. Nothing in this Agreement shall authorize or entitle the City to deliver or cause the delivery to the Disposal System of Acceptable Waste originating from or generated outside the jurisdiction of the City, nor obligate the County to receive or dispose of any such Acceptable Waste. The City shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Waste to the County hereunder, and shall not permit any Acceptable Waste originating from or generated outside the jurisdiction of the City to be substituted for Controllable Waste for any purpose hereunder.

(K) Annexations and Restructuring. It is the intention of the parties that this Agreement and the obligations and rights of the City hereunder, including particularly the Waste Disposal Covenant and the Contract Rate, shall, to the extent permitted by Applicable Law, extend to any territory annexed by the City (or any territory with respect to which the City assumes, after March 30, 2008, solid waste management responsibility from a Sanitary District or other public entity) and shall bind any successor or restructured Governmental Body which shall assume or succeed to the rights of the City under Applicable Law.

SECTION 3.2 PROVISION OF DISPOSAL SERVICES BY THE COUNTY.

(A) Service Covenant. Commencing on the Commencement Date, the County shall provide or cause the provision of the service of (1) receiving and disposing of all Controllable Waste at the Disposal System (or such other facilities, including transfer stations, as the County may determine to use), (2) disposing in accordance with subsection 3.2(C) hereof of Controllable Waste which, at any time and for any reason, is in excess

of the disposal capacity of the Disposal System, and (3) in accordance with subsection 3.3(C) hereof, disposing of Unacceptable Waste inadvertently accepted at the Disposal System. The County, to the maximum extent permitted under Applicable Law, shall use its best efforts to keep the Olinda Alpha, Prima Deshecha and Frank R. Bowerman Landfills open for the receipt of waste for disposal or transfer of Controllable Waste pursuant to this Agreement. The County shall do and perform all acts and things which may be necessary or desirable in connection with its covenants in this subsection, including without limitation all planning, development, administration, implementation, construction, operation, maintenance, management, financing and contract work related thereto or undertaken in connection therewith. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Service Covenant consistent with its responsibilities hereunder and under this Agreement, Applicable Law and prudent solid waste management practice and environmental considerations.

(B) Particular Facilities. The Department and the City shall consult and cooperate in determining whether and to what extent from time to time other landfills other than that primarily used by the City shall be utilized to receive Controllable Waste. The Department shall immediately advise the City by telephone of any situation, event or circumstance which results in the partial or complete inability of the County to receive Controllable Waste at any particular landfill within the Disposal System, its effect on the County's ability to perform its obligations hereunder, and the County's best estimate of the probable duration. The Department shall confirm such advice in writing within 24 hours of the occurrence of any such inability. The County shall use its best efforts to resume normal operation of the landfill primarily used by the City as soon as possible. In the event of a temporary material increase in average daily deliveries of Controllable Waste from the City which the County reasonably believes could result in the permitted daily disposal capacity limit to be exceeded with respect to a particular landfill within the Disposal System, the County shall have the right to redirect the increased Controllable Waste to another landfill within the Disposal System for the duration of the increase in average daily deliveries; provided, however, that in such circumstances the County shall utilize reasonable efforts to first redirect waste which is not Controllable Waste.

(C) Compliance with Service Covenant Not Excused for any Reason. Commencing on the Commencement Date, the obligations of the County to duly observe and comply with the Service Covenant shall apply continuously and without interruption for the Term of this Agreement. In the event that any Change in Law or other Uncontrollable Circumstance impairs or precludes compliance with the Service Covenant by the means or methods then being employed by the County, the County shall implement alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant. In the event that a Change in Law precludes the County from complying with such covenants with the means or methods then being employed and from utilizing any alternate or substitute means or methods of compliance, the County shall continuously use all reasonable efforts to effectuate executive, legislative or judicial change in or relief from the applicability of such law so as to enable the County lawfully to resume compliance with such covenants as soon as possible following the Change in Law.

SECTION 3.3 COUNTY RIGHT TO REFUSE WASTE.

(A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse delivery of:

(1) Hazardous Waste;

(2) Controllable Waste delivered at hours other than those provided in Section 3.5 hereof;

(3) Waste that does not constitute Acceptable Waste;

(4) Waste that is delivered by any party which has not executed a Waste Disposal Agreement; and

(5) Controllable Waste consisting primarily of construction and demolition debris or inerts which may cause a particular facility's daily tonnage limit to be exceeded.

(B) Identification of Unacceptable Waste. The Department shall have the right (but not the duty or the obligation) to inspect the vehicles of all Franchise Haulers delivering material to the Disposal System, and may require that the Franchise Hauler remove any Unacceptable Waste from such vehicle before it is unloaded. If the Department determines that it is impractical to separate Controllable Waste from Unacceptable Waste in any vehicle, or if the Franchise Hauler delivering such waste is unwilling to make such separation, or if any vehicle is carrying waste which may spill or leak, then the Department may reject the entire vehicle, and the City shall forthwith remove or cause the removal of the entire delivery from the Disposal System. The Department may take all reasonable measures to prevent waste from being blown or scattered before and during unloading. The City shall cause the Franchise Haulers to observe and comply with Applicable Law, the operating rules and regulations of the Department, and the provisions of this Agreement prohibiting the delivery of Unacceptable Waste to the Disposal System.

(C) Hazardous Waste and Hazardous Substances. The parties acknowledge that the Disposal System has not been designed or permitted, and is not intended to be used in any manner or to any extent, for the handling, transportation, storage or disposal of Hazardous Waste or Hazardous Substances. Neither the County nor the City shall countenance or knowingly permit the delivery of Hazardous Waste or Hazardous Substances to the Disposal System.

(D) Disposal of Unacceptable Waste and Hazardous Waste. If Unacceptable Waste or Hazardous Waste is discovered in a vehicle at any landfill within the Disposal System, the driver of the vehicle will not be permitted to discharge the load. If a vehicle is observed unloading Unacceptable Waste or Hazardous Waste in the tipping area of a landfill within the Disposal System Department personnel will use reasonable efforts to assure that such material has been characterized, properly secured and its disposition resolved. The return or reloading onto the delivery vehicle of any Hazardous Waste, Prohibited Medical Waste or other waste requiring handling or transportation shall be conducted in accordance with Applicable Law. Whenever Hazardous Waste is detected at any landfill within the Disposal System, the Department shall take immediate action in accordance with Applicable Law.

(E) Source-Separated Household Hazardous Waste. The County shall maintain, as part of the Disposal System, a Source-Separated Household Hazardous Waste Disposal System for the disposal of Source-Separated Household Hazardous Waste. The disposal service provided by such system shall constitute part of the Disposal Services, and shall be available to Participating Cities as part of the Contract Rate. The County may impose additional fees and charges for services relating to Source-Separated Household Hazardous Waste with respect to cities which are not parties to a Disposal Agreement. The County may provide for the expansion, contraction or modification of the Source-Separated Household Hazardous Waste Disposal System and its services to the extent necessary to ensure the Disposal System's viability; provided, however, if the County chooses to reduce services, the County shall nonetheless continue to expend funds for the Source-Separated Household Hazardous Waste Disposal System each year during the term of this Agreement in an amount at least equal to the amount of funds expended for the Source-Separated Household Hazardous Waste Disposal System during fiscal year 2006-07 as adjusted by changes in the Producer Price Index.

SECTION 3.4 UNINCORPORATED AREA ACCEPTABLE WASTE. Commencing on the Commencement Date, the County in accordance with Applicable Law shall provide or cause to be provided the service of disposing of non-recycled Acceptable Waste originating or generated within the Unincorporated Area and, with respect to such waste, shall comply with the Waste Disposal Covenant as if the County constituted a City subject to the Waste Disposal Covenant hereunder. Rates charged by the County for the disposal of each class of non-recycled Acceptable Waste generated in the Unincorporated Area shall be the same as the Contract Fee charged for the disposal of each class of Controllable Waste. The County shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area) against any challenge thereto, legal or otherwise, by a Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The County shall bear the cost and expense of any such Legal Proceeding or other challenge (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area).

SECTION 3.5 MISCELLANEOUS OPERATIONAL MATTERS.

(A) Operating Hours. The County shall keep the Disposal System open for the receiving of Controllable Waste during such regular operating hours as may be established by the Department in the operating rules and regulations applicable to the Disposal System. The County shall utilize best efforts to maintain substantially similar hours, as were in effect on January 2, 2009, for the receipt of waste through the term of this Agreement (subject to Applicable Law).

(B) Scales and Weighing. The Department shall operate and maintain permanent scales at the Disposal System. The Department shall weigh all vehicles delivering waste by or on behalf of the City (whether or not the County accepts such waste) and prepare a daily weight record with regard to such delivery.

(C) Service Coordinator. The County and the City each shall designate in writing thirty days prior to the expected Commencement Date a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each a "Service Coordinator"). Either party may designate a successor or substitute Service Coordinator at any time by notice to the other party.

(D) Review of Records. Each party may review the other party's books and records with respect to matters relevant to the performance by either party under this Agreement or otherwise related to the operation of the Disposal System to the extent allowed under the California Public Records Act (interpreted as if the parties to this Agreement were natural persons for purposes of the Public Records Act).

SECTION 3.6 OTHER USERS OF THE DISPOSAL SYSTEM.

(A) On or Before [_____, 2009]. On or before [120 DAYS AFTER BOARD APPROVAL], the County shall have the right to enter into waste disposal agreements with Orange County entities with respect to Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the County, including other cities in the County, Sanitary Districts, Transfer Stations and Independent Haulers, which waste disposal agreements shall have terms and provisions substantially identical to the terms and provisions of this Agreement; provided, however, that in no event shall such agreements have terms and provisions more favorable than the terms and provisions of this Agreement (including but not limited to the Contract Rate and availability of disposal capacity).

(B) After [_____, 2009. After [120 DAYS AFTER BOARD APPROVAL], the County shall have the right to enter into waste disposal agreements with Orange County entities, including any city, Sanitary District, Transfer Station and Independent Hauler, or otherwise accept Acceptable Waste from such parties, but only within the limitations contained in this Section. Any such agreement or waste acceptance agreement must provide that the party delivering waste shall pay a Posted Disposal Rate at least 10% higher than the Contract Rate unless the County determines it is in the best interest of the Disposal System to establish a Posted Disposal Rate less than 10% higher than the Contract Rate. In no event shall the Posted Disposal Rate be equal to or less than the Contract Rate. In addition, the County shall reserve the right in any such waste disposal agreement at any time, to the extent permitted by Applicable Law, to refuse to receive and dispose of Acceptable Waste from any city, County Sanitary District, Transfer Station and Independent Hauler if and to the extent that such receipt and disposal may materially and adversely affect the ability of the County to comply with its obligations to the Participating Cities under the Disposal Agreements to which each is a party.

(C) Receipt of Imported Acceptable Waste on a Contract Basis. The County shall have the right to enter into a contract or other agreement with any municipal or private non-County entity for the delivery of Imported Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Disposal System for the benefit of the County and the Participating Cities and to generate Net Import Revenues. The County certifies that in its good faith judgment the contract or other agreement for the delivery of such waste will not materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the Participating Cities in accordance with the applicable Disposal Agreements throughout the Term thereof. The term of any such agreement for the disposal of Imported Acceptable Waste shall end by the later to occur of (i) December 31, 2015 or (ii) the date on which County general purpose revenues are no longer expended to pay debt service on the Orange County Public

Financing Authority Lease Revenue Refunding Bonds Series 2005, but in no event later than the last day of the fiscal year commencing July 1, 2015.

(D) Self Haulers. The City and the County acknowledge that Self-Haulers shall be entitled to deliver Self-Hauled Waste to the Disposal System, on a non-contract basis, at the Posted Disposal Rate. Such Self-Haulers shall not be entitled to dispose of Acceptable Waste for the Contract Rate.

(E) Application and Use of Revenues From Other Users. All revenues received by the County from the disposal of County Acceptable Waste by the Disposal System, and all revenues received by the County from the disposal of Imported Acceptable Waste by the Disposal System, shall be deposited by the County in the County OC Waste & Recycling Enterprise Fund and shall constitute revenues of the Disposal System. Pursuant to the County's Plan of Adjustment, the County is entitled to receive net revenues (after payment of all costs attributable to the acceptance of such Imported Acceptable Waste at the Disposal System) ("Net Import Revenues") from the disposal of Imported Acceptable Waste by the Disposal System, and such Net Import Revenues may be used for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment. Costs attributable to the disposal of Imported Acceptable Waste include deposits to the Environmental Fund, deposits to closure and postclosure reserves, City host fees (if applicable), incremental operating costs (such as manpower expenditures, equipment, services and supplies expenditures), state surcharges, and a pro rata share of capital project costs. The parties acknowledge that their intention in determining to allow the importation of Imported Acceptable Waste for disposal by the Disposal System is to stabilize the Contract Rate at rates below those which would otherwise prevail in the absence of such importation.

SECTION 3.7 COUNTY PROVISION OF WASTE DIVERSION SERVICES.

(A) County-Wide Recycling Services. This Agreement does not require the County to provide for any source reduction, materials recovery, recycling, composting, or other waste diversion services by the County nor any payment therefor by the City, by Franchise Haulers or by ratepayers; provided, however, any County-Wide Recycling Services may be funded through the County OC Waste & Recycling Enterprise Fund. Any such recycling services may be expanded, contracted or modified by the County at any time in its sole discretion.

(B) Separate City-County Diversion Service Agreements. Nothing in this Agreement is intended to limit the right of the County to enter into a separate agreement with the City or any other person to provide source reduction, materials recovery, recycling, composting or other waste diversion services. Any such program conducted by the County, whether in participation with the City, any other of the Participating Cities, other Cities, Sanitary Districts, Transfer Stations, Independent Haulers, Unincorporated Area or non-County entity, shall be operated, managed and accounted for as a program separate and distinct from the Disposal Services program contemplated by the Disposal Agreements and shall not be funded through the general revenues of the Disposal System.

ARTICLE IV
CONTRACT RATE

SECTION 4.1 CHARGING AND SECURING PAYMENT OF CONTRACT RATE. The City acknowledges that the County shall have the right to charge and collect a Contract Rate for the acceptance and disposal of Controllable Waste delivered to the System by any Franchise Hauler. The Contract Rate shall be calculated and established, and may be modified, as provided in Section 4.2 hereof. In addition, the City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Contract Rates.

SECTION 4.2 CONTRACT RATE.

(A) Establishment of Contract Rate. The Contract Rate payable by each Franchise Hauler shall be (x) $22.00 per ton from the Commencement Date through June 30, 2010, and (y) $29.95 per ton on and after July 1, 2010, in both cases contingent on the delivery to the Disposal System of an amount of Acceptable Waste at

least equal to the Cumulative Tonnage Targets identified in Appendix 2, and subject to adjustment necessary to reflect the circumstances set forth in this Section 4.2:

(i) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Uncontrollable Circumstances, other than Changes in Law;

(ii) costs incurred by the County (in excess of available insurance proceeds and amounts available in the Environmental Fund for such purposes) remediating environmental conditions at the Disposal System or inactive or closed disposal sites in the County, which, if uncorrected, could give rise to potential claims under CERCLA or related federal or state statutes, including costs incurred providing indemnification to any Participating City pursuant to subsection 7.3; or

(iii) tonnage shortfalls to the extent permitted by Sections 4.2(B);

(iv) average annual inflation prior to July 1, 2010 in excess of the levels set forth in Section 4.2(H) and escalation pursuant to Section 4.2(F) ;

(v) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Changes in Law; or

(vi) Capital Costs in excess of the Capital Costs at any point in time during the term hereof exceeding the Cumulative Capital Costs set forth in Appendix 3.

Prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (i), (ii) or (iii) above, the County shall utilize the following remedies in the following order of priority:

(x) reduce the costs of operating the Disposal System to the extent practicable; and

(y) utilize Unrestricted Reserves to pay costs of the Disposal System.

The County will not be required to utilize such remedies prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (iv), (v) or (vi) above.

Any adjustments to the Contract Rate permitted by this Section shall be calculated by the County to reflect the actual costs or expenses of addressing the circumstance or circumstances pursuant to which the adjustment is authorized. The County agrees that it will evaluate the feasibility of long term financing for significant capital costs where appropriate.

(B) County Acceptable Waste Shortfall. In the event that the actual amount of County Acceptable Waste delivered to the Disposal System at the end of any Contract Year is less than the Cumulative Tonnage Target for such Contract Year for County Acceptable Waste, as specified in Appendix 2, the County shall utilize the following options, in the following order of priority, in order to remedy any adverse effects of such tonnage shortfall:

(i) reduce the costs of operating the Disposal System to the extent practicable;

(ii) utilize Restricted Reserves described in clause (iii) of Section 4.5 to pay costs of the Disposal System;

(iii) utilize Unrestricted Reserves to pay costs of the Disposal System; and

(iv) adjust the Contract Rate.

In the event that implementation of the steps described above does not result in sufficient revenues to satisfactorily address the shortfall in tonnage, the County shall have the right to terminate the Agreement on 60 days written

notice to the City. In addition, in the event that actual deliveries to the Disposal System exceed the Cumulative Tonnage Target as of the end of any Contract Year, the City acknowledges the County shall have the right to establish reserves intended to reflect the potential for lower than expected annual waste deliveries in subsequent years, and that any such reserves shall constitute "Restricted Reserves".

(C) [RESERVED]

(D) Interim Use of Remedies. In the event that, during any Contract Year, waste deliveries to the Disposal System are 25% or more below delivery projections for such Contract Year with the result that the County determines it is unlikely that the Cumulative Tonnage Target will be achieved as of the end of such Contract Year, the County may utilize the remedies described in Section 4.2(B) prior to the end of such Contract Year; provided, however, that if at the end of such Contract Year, the Cumulative Tonnage Target is actually met, the County shall reimburse any adjustments to the Contract Rate made pursuant to this Section to Participating Cities. Such reimbursement may be given as a credit or adjustment to the Contract Rate for future deliveries, rather than a lump sum payment.

(E) Special Charges. Notwithstanding Section 4.2(A), the County shall have the right to impose special charges for the receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tree stumps and sludge. Such special charges shall be calculated to reflect the reasonable incremental costs to the County of accepting such hard to handle materials. In addition, in the event that the Board of Supervisors of the County makes a determination to implement a facility (including but not limited to a transfer station, landfill, conversion technology facility, or a materials recovery or processing facility), which facility would be intended to provide for disposal alternatives after the closure of one or more of the landfills currently operating within the Disposal System, the County may impose an additional charge of $0.50 per ton of Acceptable Waste in order to pay the costs of the study, development, planning, construction and/or operation of such facility.

Adjustments pursuant to this Section 4.2(E) shall not require compliance with the provisions of Section 4.2(I).

(F) Escalation. The Contract Rate shall be adjusted each July 1, beginning July 1, 2011. The change will be equal to the positive percentage change in the Consumer Price Index – All Urban Consumers, U.S. city average, All items, Not Seasonally Adjusted, Series ID CUUR0000SA0 ("CPI") as measured from the October 21 months prior to the rate adjustment to the October immediately preceding the rate adjustment. For example: The July 1, 2011 rate adjustment shall be based upon the index change from October 2009, to October 2010, referred to as year 1 and year 2 respectively in the following example .

Formula to calculate percentage change in the Contract Rate:

Step 1:

$$\left[\frac{\text{October Year 2 CPI}}{\text{October Year 1 CPI}} \right] - 1 = \% \text{ increase in Contract Rate}$$

Step 2: Current Contract Rate x (1+ % increase in Contract Rate) = Contract Rate as of July 1 Year 2

On each April 1, commencing April 1, 2011, the County shall provide the City with notice of the adjustment to the Contract Rate to be effective the following July 1. Such notice shall contain the calculation of the adjustment set forth above. The County will calculate the new Contract Rate each year.

In the event that the change in the CPI is negative, no rate adjustment will be made for that year. No adjustment under this Section 4.2(F) will take place until the October CPI index surpasses the index level as of the October immediately preceding the last annual rate adjustment pursuant to this Section 4.1(F), which will be considered "year 1" in calculating the change in the Contract Rate.

For example, if the CPI is measured as follows: October 2009 = 205, October 2010 = 204, October 2011 = 201, October 2012 = 208, then there would be no adjustment in July 2011, or July 2012, and an adjustment equal to the change from 205 to 208 would be implemented on July 1, 2013.

Adjustments pursuant to this Section 4.2(F) shall not require compliance with the provisions of Section 4.2(I).

(G) Adjustment Resulting from Increased Fees. In addition to the other adjustments specified herein, the Contract Rate shall be adjusted to reflect the imposition of new fees or increase in existing fees relating to the disposal of Controllable Waste imposed by state, federal or other agencies (i.e., the State's Integrated Waste Management fee, which is currently $1.40 per ton). The adjustment shall be equal to the amount of any new or increased fee, and the adjustment shall take effect so as to coincide with the imposition of the new or increased fee. The County shall provide notice of any increase pursuant to this Section 4.2(G) as soon as practicable after becoming aware of the imposition of any fees described above.

Adjustments pursuant to this Section 4.2(G) shall not require compliance with the provisions of Section 4.2(I).

(H) Calculation of Cumulative Inflation Rate. For purposes of Section 4.2(A)(iv) for adjustments prior to July 1, 2011, the inflation shall be calculated as the change in the CPI between July of the year of calculation and July 1, 2008. Inflation shall be deemed to exceed the levels set forth below if the ratio between the CPI for July for the year of calculation (calculated in accordance with the formula below) and July 2008 exceeds the ratio corresponding to such year of calculation on the table below. The ratio shall be calculated in accordance with the following formula:

(July CPI of calculation year / CPI for July 2008)

Year of Calculation	*Ratio*
July 1, 2008	1.0000
July 1, 2009	1.0356
July 1, 2010	1.0723

In the event the CPI is no longer published during the term of this Agreement, such other index identified by the Bureau of Labor Statistics or otherwise generally accepted as a replacement for CPI shall be used for purposes of this Agreement. In the event of an adjustment to the Contract Rate pursuant to this section 4.2(H), such adjustment shall be applied to the Contract Rate effective until June 30, 2010, and the Contract Rate effective July 1, 2010.

Adjustments pursuant to this Section 4.2(H) shall not require compliance with the provisions of Section 4.2(I).

(I) Procedure for Rate Adjustments. In the event the County determines that it is entitled to an adjustment of the Contract Rate pursuant to Section 4.2(A) (other than 4.2(A)(iv)) or Section 4.2(B), it shall utilize the procedures described in this Section 4.2(I). The County shall be required to provide the City with at least 90 days prior written notice of the adjustment, which notice shall identify the specific event(s) or circumstances which require the adjustment. The notice shall also specify the earliest date on which the County Board of Supervisors shall consider the proposed adjustment. At least 45 days prior to such meeting of the Board of Supervisors, the County shall provide the City with a report which shall contain the following information: a description of the specific event(s) or circumstances which require the adjustment; a description (including cost estimates) of any activities (which may include, but not be limited to capital improvements to the Disposal System) required in order to remedy such event or circumstance; certification by the County that it has implemented the remedies described in Section 4.2(A) or (B) prior to requiring the rate adjustment; and a description of the methodology used by the County to calculate the adjustment to the Contract Rate (hereinafter the "County Report"). In the event the City disputes the adjustment, it shall provide the County with a written description of the reason for the dispute at least 10 days prior to the meeting of the Board of Supervisors identified in the initial notice of the County (hereinafter the "City Report"). The City Report shall be provided to the Board of Supervisors for

consideration at such meeting in connection with the proposed rate adjustment. At any time from and after the date that the County provides the City with the County Report, upon the request of either party, the City and County shall meet and confer in good faith to resolve any dispute that may arise regarding the proposed adjustment to the Contract Rate. In any such meeting, the County shall be represented by the Director of the Department or his or her designee. In the event the Board of Supervisors approves all or a portion of the proposed rate adjustment, such rate adjustment shall become effective on the date identified in the initial notice sent by the County regardless of whether or not the procedures in Section 4.2(J) are utilized, but subject to potential reimbursement pursuant to clause (11) of Section 4.2(J).

(J) Procedure for Expedited Judicial Review of Contested Rate Adjustment. In the event that, within 30 days after the effective date of any Contract Rate adjustment made pursuant to Section 4.2(I), Participating Cities which, in the aggregate, accounted for more than 50% of the County Acceptable Waste delivered to the County System in the twelve months preceding the Contract Rate adjustment, provide notice to the County of their election to utilize the procedures described in this Section 4.2(J), then the provisions of this Section 4.2(J) shall be utilized by such Participating Cities and the County to resolve the dispute over the Contract Rate Adjustment. In the event that Participating Cities which have delivered the amount of waste contemplated in the preceding sentence do not provide notice to the County of such election, the County shall have no obligation to participate in or cooperate in the implementation of the procedures described below in this Section 4.2(J).

(1) In order to pursue the expedited judicial determination described in this Section (the "Expedited Rate Determination"), the Participating Cities which have made the election described in the paragraph above (the "Challenging Cities") must commence a civil action for breach of contract (the "Action") in the Orange County Superior Court within 45 days of the date on which the Board of Supervisors approves the challenged adjustment to the Contract Rate.

(2) Within two (2) days of filing the Action, the Challenging Cities shall personally serve on the County Counsel both the summons and complaint, and a stipulation and request for the entering of an order incorporating all of the procedural provisions relating to the Expedited Rate Determination as set forth in this Section 4.2(J) (such stipulation and request for order is hereinafter referred to as the "Expedited Rate Determination Stipulation"). The Expedited Rate Determination Stipulation shall be signed by each of the Challenging Cities.

(3) Within fifteen (15) days of the date of service upon the County of the summons and complaint, and Expedited Rate Determination Stipulation, the County Counsel shall execute the Expedited Rate Determination Stipulation and personally serve upon the Challenging Cities through their counsel of record the Expedited Rate Determination Stipulation and its answer to the complaint in the Action. The Stipulation shall also include a waiver by each of the parties of their right to a jury trial of the issues raised in the Action. The City and the County mutually agree that the duty to execute the Expedited Rate Determination Stipulation and comply with the procedures set forth for Expedited Rate Determination in this Section 4.2(J) shall be, and are hereby deemed to be, ministerial duties which the law specifically enjoins upon each of them, and shall be subject to enforcement by the parties herein pursuant to Code of Civil Procedure Section 1085, *et seq.*, or by means of a complaint for specific performance.

(4) Within three (3) days of the date of service by the County upon the Challenging Cities of the fully signed Expedited Rate Determination Stipulation, the County and the Challenging Cities shall jointly make *ex parte* application to the Orange County Superior Court in the Action for the issuance of the order contained in the Expedited Rate Determination Stipulation. At such *ex parte* application, the County and the Challenging Cities shall also seek to confirm with the Orange County Superior Court the briefing schedule, and request a hearing date in accordance with the procedures set forth in this Section 4.2(J).

(5) Within ten (10) days of the date of service by the County upon the Challenging Cities of the answer in the Expedited Rate Determination, the Challenging Cities shall file with the court and personally serve upon the County the Challenging Cities' opening brief and the Record in the Expedited Rate Determination. The opening brief shall not exceed 15 pages in length. The Record shall consist of, and be limited to, the record of the proceedings before the Board of Supervisors with respect to the adjustment of the Contract Rate, including but not limited to the County Report and the City Report prepared by each or any of the Challenging Cities pursuant to Section 4.2(I), any materials filed or lodged with the Board of Supervisors and the Orange County

Waste Commission, the transcript of the proceedings of the Board of Supervisors meeting and the Orange County Waste Commission, the minutes of the Board of Supervisors and the Orange County Waste Commission meeting, and the resolution and/or other documentation evidencing action by the Board of Supervisors and the Orange County Waste Commission to adjust the Contract Rate pursuant to Section 4.2(A) or (B). The record shall also include the most recent reports prepared pursuant to Sections 4.6 and 4.7. The Expedited Rate Determination shall be decided solely on the evidence in the Record, and no extrinsic evidence shall be submitted to or considered by the court.

(6) Within ten (10) days of service by the Challenging Cities of their opening brief and the Record, the County shall file and personally serve upon the Challenging Cities the County's opposition brief. The opposition brief shall not exceed 15 pages in length.

(7) Within five (5) days of service by the County upon the Challenging Cities of the opposition brief, the Challenging Cities may file and personally serve upon the County a rebuttal brief, which shall not exceed 10 pages in length.

(8) The trial of the Expedited Rate Determination shall be conducted as a hearing which shall be conducted at the date set by the court in the *ex parte* hearing conducted pursuant to Section 4.2(J)(4), or such other date and time ordered by the court. If the court requests the parties to prepare supplemental briefs in response to any question or issue raised by the court, the parties may do so.

(9) The standard of review for the Expedited Rate Determination shall be the preponderance of the evidence based upon the Record. The burden of proof shall be borne by the Challenging Cities, and the burden of proof shall be the same as with respect to a plaintiff in a damages action for breach of contract. Both parties have participated in the drafting of this Agreement. Accordingly, nothing set forth in this Agreement shall be interpreted or construed for or against either of the parties as a consequence of their participation in the drafting of this Agreement.

(10) The court shall issue its written statement of decision and enter judgment within thirty (30) days of the date of the hearing in the Expedited Rate Determination.

(11) If the court determines that any portion of the County's adjusted Contract Rate which is the subject of the Expedited Rate Determination was improperly imposed, the County shall, within 30 days of the date of the statement of decision, reimburse to the City the amount improperly imposed, together with interest calculated at the highest percentage rate that does not constitute usury under California laws. Such reimbursement may be made in the form of a reduction in the Contract Rate for a future period (not to exceed twelve months) reasonably calculated to provide full reimbursement of the amounts described above.

(12) If for any reason the court does not sign the order contained in the Expedited Rate Determination Stipulation, the City shall, within 30 days of the court's denial of such requested order, file with the court and personally serve upon the County a motion for summary judgment and/or motion for judgment on the pleadings, in accordance with Code of Civil Procedure Section 437(c) and 438. By executing this Agreement, the parties hereby stipulate that, in the event that the Challenging Cities file such summary judgment motion and/or motion for judgment on the pleadings, the Record shall be deemed to have been incorporated into the complaint and answer filed by the Challenging Cities and the County, and no evidence outside of the Record is relevant or material to the dispute raised in the Expedited Rate Determination. The briefing schedule and hearing on such motion for summary judgment and/or motion for judgment on the pleadings shall be in accordance with Code of Civil Procedure Section 437(c). The Challenging Cities and the County shall be bound by all of the requirements and restrictions set forth in Section 4.2(J) that are not in conflict with this paragraph (12).

(13) In the event that the court both does not sign the order contained in the Expedited Rate Determination Stipulation and either does not hear or does not issue a ruling on the merits on the motion for summary judgment and/or judgment on the pleadings which is dispositive of the issues, claims and causes of action in the complaint filed by the Challenging Cities, the County and the Challenging Cities shall, within twenty days following the issuance of the Court's order or decision not to honor the parties' stipulation or not to hear the parties' motion for summary judgment, make application to the Presiding Judge of the Orange County

Superior Court for an expedited hearing or trial date. The Challenging Cities and the County shall be bound by all of the requirements and restrictions set forth in Section 4.2(J) that are not in conflict with this paragraph (13). In this regard, and without limiting the foregoing, the only evidence to be presented at the hearing or trial shall be the Record, no testimony shall be presented at the hearing or trial; and both the County and the Challenging Cities waive all rights to a jury trial, to any reconsideration of the decision of the court, to a new trial after the court renders a decision, and to any appeal or review of the decision of the court.

SECTION 4.3 RESPONSIBILITY FOR PAYMENT OF THE CONTRACT RATE.

(A) Payment by City. In the event and to the extent (1) the City uses municipal collection forces directly for the haulage of Controllable Waste to the Disposal System or (2) the City uses non-municipal Franchise Haulers for collection but nonetheless elects to pay the Contract Rate from City revenues, the City, as its own Franchise Hauler, shall have direct responsibility for payment of the Contract Rate, and shall take all such budgetary, appropriation and other action as may be necessary to provide for the timely payment of the Contract Rate. Such action may include, depending upon the means authorized by the City to provide for such payment, the levy and collection of general or special taxes, the imposition of benefit assessments, or the collection of user fees, generator charges or other similar impositions for municipal solid waste disposal. The City shall use best efforts in accordance with Applicable Law to levy and impose all such taxes, assessments, fees or charges, and will take all steps, actions and proceedings for the enforcement, collection and payment of all such amounts which shall become delinquent, to the full extent permitted by Applicable Law. To the extent provided in Section 7.5 hereof, the obligation of the City for such Contract Rates shall be limited to amounts in the City's Solid Waste Enterprise Fund. From the Commencement Date to the date of expiration or termination of this Agreement, the obligation to the City to pay the Contract Rate, to the extent the City rather than Franchise Haulers is responsible directly for payment and provided that the Service Covenant has been complied with, shall be absolute and unconditional and shall not be subject to delay or diminution by reason of set-off, abatement, counterclaim, existence of a dispute or otherwise.

(B) Payment by Franchise Haulers. With respect to Controllable Waste delivered by Franchise Haulers other than City municipal collection forces, the obligation to pay the Contract Rate shall rest with such Franchise Haulers and not with the City and, unless the City has agreed with the County to be responsible for Franchise Hauler payments, the City shall not be financially responsible for any delay or failure by such Franchise Hauler to pay the Contract Rate or any portion thereof when due. In the event of any such failure, the County and the City shall cooperate with each other and use their best efforts to obtain timely payment. Such efforts by the County may include, as appropriate, requiring cash payments for disposal rights from such Franchise Hauler and bringing a legal proceeding for payment and damages. Such efforts by the City may include, as appropriate, legal proceedings to suspend, revoke or terminate the Franchise Hauler's franchise, permit or license rights.

(C) Disputes. If the City or the Franchise Hauler disputes any amount billed by the County in any Billing Statement, the City or the Franchise Hauler shall nonetheless pay the billed amount and shall provide the County with written objection within 30 days of the receipt of such Billing Statement indicating the amount that is being disputed and providing all reasons then known to the City or the Franchise Hauler for any objection to or disagreement with such amount. If the City or the Franchise Hauler and the County are not able to resolve such dispute within 30 days after the City's or the Franchise Hauler's objection, either party may pursue appropriate legal remedies.

SECTION 4.4 BILLING OF THE CONTRACT RATE. The County shall continue to bill Contract Rates after the Commencement Date, in the same manner as it has customarily billed tipping fees. Subject to the other provisions of this Agreement, the County shall have the right to modify or amend such manner of billing on reasonable notice to affected parties.

SECTION 4.5 RESTRICTED RESERVES. For purposes of this Agreement, "Restricted Reserves" means cash and other reserves of the Disposal System which are restricted to specific uses or are otherwise being reserved by the County to meet its obligations hereunder throughout the term of the Agreement with respect to the Disposal System pursuant to any Applicable Law, contract, adopted budget, budgetary policy of the County with respect to the Disposal System, or other arrangement. Such cash and other reserves are not required to be deposited in separate accounts or funds in order to constitute "Restricted Reserves" hereunder, and may be commingled with

Unrestricted Reserves or other funds of the County attributable to the Disposal System. "Restricted Reserves" shall include, but not be limited to, the following:

(i) reserves for closure of components of the Disposal System to the extent required by Applicable Law;

(ii) amounts reserved by the County for funding of post closure maintenance and monitoring with respect to components of the Disposal System;

(iii) reserves established to protect the Disposal System against the adverse financial impact of potential decreases in waste deliveries pursuant to Section 4.2(B);

(iv) amounts reserved to pay the costs of capital improvements with respect to the Disposal System;

(v) amounts funded from revenues during the early years of the term of the Agreement reserved to enable the County to provide disposal services for the Contract Rate during the later years of the Agreement;

(vi) amounts temporarily held by the County prior to payment to the State or other Governmental Bodies pursuant to Applicable Law (including any fees or charges payable to the State Integrated Waste Management Board);

(vii) reserves required to meet bond covenants pursuant to financing agreements for Disposal System assets to the extent such amounts must be legally separate and distinct from other reserves identified in this Section;

(viii) security deposits from landfill deferred payment program users;

(ix) amounts held by the County in the Environmental Fund (provided, however, that such amounts in the Environmental Fund will be made available and used by the County if required to pay costs relating to environmental remediation or other related costs);

(x) AB939 surcharges;

(xi) amounts held by the County in the Corrective Action Fund held pursuant to CCR Title 27 to demonstrate financial assurance to pay for potential groundwater contamination; and

(xii) an amount equal to three months of budgeted expenses for the Disposal System for the current fiscal year, representing working capital of the Disposal System.

SECTION 4.6 AUDITED FINANCIAL STATEMENTS. The County shall annually, on or before January 1 each year, prepare or cause to be prepared and have on file for inspection an annual report for the preceding Contract Year, accompanied by a certificate of an independent public accountant or of the County Auditor and Controller as to the examination of the financial statements therein (describing such statements as fairly presenting the information therein in conformity with generally accepted accounting principles) relating to the Disposal System, the Disposal Services, and the fiscal activities of the County OC Waste Disposal Enterprise Fund, and including statements in reasonable detail of the financial condition of the County OC Waste Disposal Enterprise Fund as of the end of the Contract Year and revenue and expenses for the Contract Year.

SECTION 4.7 ANNUAL UPDATE OF TEN-YEAR FINANCIAL PROJECTION. The County shall annually, on or before May 1 of each year, prepare or cause to be prepared, an updated Ten-Year Financial Projection for the Disposal System. Said Financial Projection shall include at least two full years of prior actual data and ten years of future projections including the following elements:

1. County Acceptable Waste, in tons;

2. Imported Acceptable Waste, in tons;

3. Revenues and expenditures;

4. Cash fund balances, including all monies in the County Solid Waste Enterprise Fund, with specific delineation of monies in the Environmental Fund, Restricted Reserves, Unrestricted Reserves, and all other funds of the System.

5. Projected liabilities for closure and post closure as well as reasonable reserves for other environmental costs.

The purpose of the Ten-Year Financial Projection is to keep the City fully informed about the future financial condition of the Disposal System. The County shall cause a copy of the Ten-Year Financial Projection to be delivered to the City Manager of the City no later than May 1 of each year. Upon request, the County shall make available to the Cities supporting information related to the ten-year financial projection

ARTICLE V
BREACH, ENFORCEMENT AND TERMINATION

SECTION 5.1 BREACH. The parties agree that in the event either party breaches any obligation under this Agreement or any representation made by either party hereunder is untrue in any material respect, the other party shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. Neither party shall have the right to terminate this Agreement except as provided in Section 5.2 and Section 5.3 hereof or as otherwise provided in this Agreement.

SECTION 5.2 CITY CONVENIENCE TERMINATION. The City shall have the right to terminate this Agreement in its sole discretion, for its convenience and without cause at any time during the Term hereof upon 90 days' written notice to the County. If the City exercises its rights to terminate the Agreement pursuant to this Section, the City shall pay the County a termination fee equal to the Contract Rate in effect at the time of such termination (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2) multiplied by the number of tons of City Acceptable Waste delivered to the Disposal System during the preceding twelve months (or, if the City had been in breach of the Waste Disposal Covenant during such prior months, such amount as would have been delivered if the City had complied with the Waste Disposal Covenant), multiplied by the number of years remaining in the Term of the Agreement.

SECTION 5.3 TERMINATION.

(A) By City. Except as expressly provided herein, the City shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by the County substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the City the right to terminate this Agreement for cause under this subsection unless:

(1) The City has given prior written notice to the County stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the County and which will, in its opinion, give the City the right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The County has neither challenged in an appropriate forum (in accordance with Section 5.5) the City's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than 90 days from the date of the notice given pursuant to clause (1) of this subsection (but if the

County shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the County is continuing to take such steps to correct such breach).

(B) By County. Except as expressly provided herein, the County shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by the City substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the County the right to terminate this Agreement for cause under this subsection unless:

(1) The County has given prior written notice to the City stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the City and which will, in its opinion, give the County right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The City has neither challenged in an appropriate forum (in accordance with Section 5.5) the County's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than 90 days from the date of the notice given pursuant to clause (1) of this subsection (but if the City shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the City is continuing to take such steps to correct such breach).

SECTION 5.4 NO WAIVERS. No action of the County or the City pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's compliance with any term or provision of this Agreement. No course of dealing or delay by the County or the City in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the County or the City under this Agreement shall preclude any other or further exercise thereof of the exercise of any other right, power or remedy.

SECTION 5.5 FORUM FOR DISPUTE RESOLUTION. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to the Disposal System or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California having appropriate jurisdiction.

ARTICLE VI
TERM

SECTION 6.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until June 30, 2020, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the parties, on or before June 30, 2018, for an additional term of ten years (the "Renewal Term") on the same terms and conditions as are applicable during the Initial Term hereof. The City shall give the County written notice of its irrevocable election to renew this Agreement on or before June 30, 2017. If the parties do not renew this Agreement by June 30, 2018, the Agreement shall expire on June 30, 2020.

(C) Contract Rate During Renewal Term. In connection with the parties' right to renew this Agreement for an additional ten-year term pursuant to Section 6.1(B), the parties shall, on or before June 30, 2018, negotiate an applicable change in the Contract Rate for such renewal term. In determining any revisions to the

Contract Rate to be applicable during any renewal period, in addition to the circumstances described in Section 4.2(A), the parties may take into consideration the following parameters, including but not limited to:

(i) actual cost of operations;

(ii) population growth;

(iii) increase or decrease in available tonnage;

(iv) economic and disposal market conditions in the Southern California region;

(v) changes in transportation and technology;

(vi) closure and expansion of nearby landfills;

(vii) capacity of the Disposal System; and

(viii) available reserves which are in excess of the amount reasonably required as reserves.

(D) Survival; Accrued Rights. The rights and obligations of the parties hereto pursuant to Sections 3.1(E)(2), 5.1, 5.3, 5.5, 7.2, 7.3, 7.5, 7.7, 7.8, 7.9, and 7.10 hereof shall survive the termination or expiration of this Agreement, and no such termination or expiration shall limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination or expiration. At the end of the Term of this Agreement, all other obligations of the parties shall terminate.

SECTION 6.2 COMMENCEMENT DATE.

(A) Obligations of the Parties Prior to the Commencement Date. The parties acknowledge that the Disposal Agreements may be executed and delivered on different dates and that, except as provided in this subsection, neither the County nor the City shall be obligated to perform its obligations hereunder until the participation threshold provided herein has been met and the other conditions to the occurrence of the Commencement Date have occurred. Prior to the Commencement Date, each party hereto shall at its own expense exercise good faith and due diligence and take all steps within its reasonable control in seeking to satisfy the conditions to the Commencement Date set forth herein as soon as reasonably practicable. The County and the City, each at its own expense, shall cooperate fully with each other and the other Participating Cities in connection with the foregoing undertaking. Until the Commencement Date occurs, the Original WDAs shall remain in full force and effect.

(B) Condition to the Commencement Date. The Commencement Date for the Agreement shall be the date on which the percentage of the County's Acceptable Waste attributable to Participating Cities which have executed and delivered Disposal Agreements shall exceed 85% percent (using the percentage rates attributed to such Cities in Appendix 1). Unincorporated County is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with this Section 6.2(b) and Appendix 1 of this Agreement.

(C) Satisfaction of Condition and Commencement Date. Upon the satisfaction or waiver of the condition to the Commencement Date, the County shall give written notice thereof to the cities which have theretofore executed Disposal Agreements. The parties shall thereupon hold a formal closing acknowledging the satisfaction or waiver of the condition to the Commencement Date, certifying that the Commencement Date has occurred and designating the Participating Cities. Copies of all of the documents or instruments constituting or evidencing satisfaction of the Commencement Date conditions shall be furnished to each party prior to or on the Commencement Date.

(D) Newly Incorporated Cities. Any city within Orange County which becomes incorporated after the Commencement Date shall upon request be offered the opportunity by the County to become a Participating City. If any such City executes a Disposal Agreement and meets the applicable condition provided in subsection 6.2(B) hereof within 180 days following the date of its municipal incorporation, then such City shall be entitled to execute a Waste Disposal Agreement on substantially the same terms and conditions as this Agreement (including the Contract Rate), notwithstanding the limitations contained in Section 3.6(B).

(E) Failure of Condition. If by _____ [120 DAYS AFTER BOARD APPROVAL], or such later date as the County may agree, the condition to the Commencement Date specified in this Section is not satisfied, either party hereto may, by notice in writing to the other party, terminate this Agreement. Neither party shall be liable to the other for the termination of this Agreement pursuant to this subsection, and each of the parties shall bear its respective costs and expenses incurred in seeking to satisfy the condition to the Commencement Date. Notwithstanding anything in this Agreement to the contrary, in the event that this Agreement is terminated pursuant to this Section, the provisions of the Original WDA shall remain in full force and effect on the terms and conditions set forth therein.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1 OPERATION AND MAINTENANCE OF THE DISPOSAL SYSTEM. The County, at its cost and expense through the County Solid Waste Enterprise Fund, shall at all times operate, or caused to be operated, the Disposal System in accordance with Applicable Law and the operating rules and regulations of the Department.

SECTION 7.2 UNCONTROLLABLE CIRCUMSTANCES GENERALLY.

(A) Performance Excused. Except as otherwise specifically provided in this Agreement, neither the County nor the City shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement (other than any payment at the time due and owing) to the extent such failure or delay is due to the occurrence of an Uncontrollable Circumstance.

(B) Notice, Mitigation. The party experiencing an Uncontrollable Circumstance shall notify the other party by telecommunication or telephone and in writing, on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within 15 days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began and the cause thereof, its estimated duration, the estimated time during which the performance of such party's obligations hereunder will be delayed, (3) the estimated amount, if any, by which the Contract Rate may need to be adjusted as a result of such Uncontrollable Circumstance, (4) its estimated impact on the other obligations of such party under this Agreement and (5) potential mitigating actions which might be taken by the County or City and any areas where costs might be reduced and the approximate amount of such cost reductions. Each party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. In addition, with respect to Changes in Law, the County shall diligently contest any such changes the imposition of which would have a material adverse impact on the Disposal System. While the delay continues, the County or City shall give notice to the other party, before the first day of each succeeding month, updating the information previously submitted.

(C) Impact on Contract Rate. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost to the County of meeting its obligations hereunder and providing Disposal Services to the Participating Cities in accordance herewith, the County shall be entitled to an increase in the Contract Rate as provided in Section 4.2 herein or an extension in the schedule for performance equal to the amount of the increased cost or the time lost as a result thereof. The proceeds of any insurance available to meet any such increased cost shall be applied to such purpose prior to any determination of cost increases payable under this subsection. Any cost reductions achieved through the mitigating measures undertaken by the County pursuant to subsection 7.2(B) hereof upon the occurrence of an Uncontrollable Circumstance shall be reflected in a reduction of the amount by which the

Contract Rate would have otherwise been increased or shall serve to reduce the Contract Rate to reflect such mitigation measures, as applicable.

SECTION 7.3 INDEMNIFICATION. To the extent permitted by law, the County agrees that, it will protect, indemnify, defend and hold harmless the City from and against all Loss-and-Expense arising from the City's activity as an "arranger" (for purposes of and as such term is defined under CERCLA or comparable state statutes) of municipal solid waste disposal pursuant to this Agreement. In the event the City shall determine that because of conflict or any other reason that it wishes to be defended by legal counsel other than the legal counsel provided by the County, the cost of providing such legal counsel shall be the City's sole responsibility. The City acknowledges the County's legitimate interest in actively participating in any defense, litigation or settlement whether the County or the City provides legal counsel. Any costs incurred by the County pursuant to this Section shall be considered an Uncontrollable Circumstance cost and the County shall be entitled to adjust the Contract Rate as provided in subsection 4.2(A) herein. The County shall not, however, be required to indemnify or defend the City from and against all Loss-and-Expense arising from any willful, knowing, illegal or negligent disposal of hazardous waste (other than incidental amounts of Household Hazardous Waste commonly found in municipal solid waste and permitted to be disposed in Class III landfills under RCRA) which violates the County's landfill permits or Applicable Law. The parties agree that this provision constitutes an indemnity under CERCLA (to the extent of the specific provisions of this Section). The parties acknowledge that this subsection is not intended to and does not create any obligation on the part of the County to provide any indemnification or defense to any Franchise Hauler, whether franchised or not, or any Independent Hauler or Transfer Station, under any circumstances. The City acknowledges the County's legitimate interest in actively participating in any defense, litigation or settlement, and shall, as a condition to this indemnity, coordinate fully with the County in the defense.

SECTION 7.4 RELATIONSHIP OF THE PARTIES. Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The County is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

SECTION 7.5 LIMITED RECOURSE.

(A) To the City. Except in the event the City has not established or maintained a City Solid Waste Enterprise Fund, no recourse shall be had to the general funds or general credit of the City for the payment of any amount due the County hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the City's obligations hereunder. The sole recourse of the County for all such amounts shall be to the funds held in any such Solid Waste Enterprise Fund. All amounts held in any City Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the County. The City shall make adequate provision in the administration of any City Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

(B) To the County. No recourse shall be had to the general funds or general credit of the County for the payment of any amount due the City hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the County's obligations hereunder. The sole recourse of the City for all such amounts shall be to the funds held in the County Solid Waste Enterprise Fund in accordance with the terms of this Agreement. All amounts held in the County Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the City. The County shall make adequate provision in the administration of the County Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

SECTION 7.6 PRE-EXISTING RIGHTS AND LIABILITIES. Nothing in this Agreement is intended to affect, release, waive or modify any rights, obligations or liabilities which any party hereto may have to or against the other party as of the Contract Date relating to the disposal of waste in the Disposal System or any other related matter.

SECTION 7.7 NO VESTED RIGHTS. The City shall not acquire any vested property, license or other rights in the Disposal System by reason of this Agreement.

SECTION 7.8 LIABILITY FOR COLLECTION, TRANSPORTATION AND PROCESSING. Any liability incurred by the City as a result of collecting Acceptable Waste or processing it for diversion from landfill, or as a result of causing, franchising, permitting, licensing, authorizing or arranging any of the foregoing, shall be its sole liability, except as expressly otherwise provided herein.

SECTION 7.9 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 7.10 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both parties.

SECTION 7.11 NOTICE OF LITIGATION. Each party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement executed by the City or the County or any Legal Entitlement issued in connection herewith.

SECTION 7.12 FURTHER ASSURANCES. At any and all times the City and the County so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 7.13 ASSIGNMENT OF AGREEMENT. (A) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party, which may be withheld in the other party's sole discretion. Notwithstanding the foregoing, either party may assign this Agreement to another public entity, subject to the reasonable consent of the other party. In such circumstances the party not requesting the assignment shall have the right to demand assurances of the financial, technical and legal ability of the proposed assignee to undertake the responsibilities and obligations of the assigning party.

(B) Sale. The County shall not enter into any agreement for the sale of the Disposal System which provides for an effective date for such sale prior to the termination of this Agreement.

SECTION 7.14 INTEREST ON OVERDUE OBLIGATIONS. Except as otherwise provided herein, all amounts due hereunder, whether as damages, credits, revenue or reimbursements, that are not paid when due shall bear interest at the Overdue Rate on the amount outstanding from time to time, on the basis of a 365-day year, counting the actual number of days elapsed, and all such interest accrued at any time shall, to the extent permitted by Applicable Law, be deemed added to the amount due, as accrued.

SECTION 7.15 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 7.13 hereof.

SECTION 7.16 NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective parties set forth on the cover page of this Agreement. Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by notice to the other party.

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date 7/1/09

By _____
Director, OC Waste & Recycling

Date 6/16/2009

By _____
Doug Davert, Mayor
City of Tustin

Date 6/12/09

By _____
Douglas C. Holland, City Attorney
City of Tustin

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____

Date 07.27.09

APPENDIX 1

ESTIMATED ANNUAL TONNAGE

APPENDIX 1

PERCENTAGE OF COUNTY ACCEPTABLE WASTE ATTRIBUTABLE TO PARTICIPATING CITIES FOR PURPOSE OF SECTION 6.2(b)

Jurisdiction	Percentage of County Acceptable Waste
Anaheim	13.4%
Santa Ana	10.6%
Irvine	7.5%
Huntington Beach	6.0%
Orange	5.8%
Garden Grove	5.1%
Fullerton	4.5%
Unincorporated Orange County (1)	4.3%
Costa Mesa	3.6%
Newport Beach	3.0%
Lake Forest	2.6%
Buena Park	2.5%
Mission Viejo	2.3%
Westminster	2.3%
Yorba Linda	2.3%
Brea	2.1%
Tustin	2.0%
Cypress	1.9%
La Habra	1.8%
San Clemente	1.7%
Fountain Valley	1.6%
Laguna Niguel	1.6%
Placentia	1.6%
San Juan Capistrano	1.6%
Laguna Beach	1.4%
Dana Point	1.2%
Stanton	1.1%
Rancho Santa Margarita	1.0%
Laguna Hills	0.9%
Seal Beach	0.8%
Aliso Viejo	0.7%
Los Alamitos	0.5%
La Palma	0.3%
Laguna Woods	0.2%
Villa Park	0.2%
Total	100%

(1) Unincorporated County is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with Section 6.2(b) of this Agreement.
(2) A Participating City will only be included for purposing of determining the Commencement Date upon (i) execution of a Waste Disposal Agreement by that Participating City and (ii) execution of a Hauler Acknowledgement(s) by the Franchise Hauler(s) operating within such Participating City

APPENDIX 2

CUMULATIVE TONNAGE TARGETS

APPENDIX 2

Cumulative County Acceptable Waste Tonnage Target to be Used for Purposes of Section 4.2 (B)

Fiscal Year	*County Acceptable Waste Tonnage*	*Cumulative County Acceptable Waste Tonnage*
FY 2008-09	3,170,387	3,170,387
FY 2009-10	3,092,806	6,263,193
FY 2010-11	3,185,590	9,448,783
FY 2011-12	3,344.870	12,793,653
FY 2012-13	3,445,216	16,238,869
FY 2013-14	3,514,120	19,752,989
FY 2014-15	3,549,262	23,302,251
FY 2015-16	3,565,608	26,867,859
FY 2016-17	3,582,033	30,449,892
FY 2017-18	3,598,535	34,048,427
FY 2018-19	3,615,115	37,663,542
FY 2019-20	3,631,774	41,295,316

APPENDIX 3
CUMULATIVE CAPITAL COSTS
to be Used
for Purposes of Section 4.2(A)vi

Fiscal Year (ending June 30)	Annual Capital Costs	Cumulative Capital Costs
2009	$37,939,538	$37,939,538
2010	$59,343,405	$97,282,943
2011	$10,433,978	$107,716,921
2012	$13,678,113	$121,395,034
2013	$17,525,040	$138,920,074
2014	$11,259,518	$150,179,592
2015	$37,682,758	$187,862,350
2016	$5,068,800	$192,931,150
2017	$10,662,265	$203,593,415
2018	$29,397,698	$232,991,113
2019	$8,263,795	$241,254,908
2020	$45,103,805	$286,358,713

APPENDIX 4

FORM OF HAULER ACKNOWLEDGMENT

FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of ~~May~~ June 3, 2009 (the "Acknowledgment"), by CR&R, INC. (the "Franchise Hauler").

WITNESSETH

WHEREAS, the City of Tustin (the "City") and the Franchise Hauler have heretofore entered into an agreement entitled, CONTRACT FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE AND FOR THE COLLECTION, TRANSPORTATION, PROCESSING AND DIVERSION OF RECYCLABLE MATERIALS, dated as of May 1, 2007 (the "Franchise"); and

WHEREAS, the Franchise provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and

WHEREAS, Orange County (the "County") owns, manages and operates a sanitary landfill disposal system for municipal solid waste generated within the County; and

WHEREAS, the City and the County have heretofore entered into a Waste Disposal Agreement, dated as of June 2 [date of council approval], 2009 (the "Disposal Agreement") determining that the execution of such Disposal Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Orange County Landfill Disposal System (the "Disposal System"); and

WHEREAS, under the Disposal Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Disposal System; and

WHEREAS, the provisions of the Waste Disposal Agreement which guarantee capacity for the long term disposal of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler; and

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Disposal System; and

WHEREAS, the City desires to obtain, and the Franchise Hauler desires to provide, this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the Waste Disposal Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the Disposal Agreement through the delivery of waste by the Franchise Hauler to the Disposal System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal

System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal as provided in the Disposal Agreement.

ACKNOWLEDGMENT

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Franchise Hauler, intending to be legally bound hereby, agrees as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the Disposal Agreement.

2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the Disposal Agreement, (b) the enforceability against the County or the City of the Disposal Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Designated Disposal Facility in accordance with the Disposal Agreement and this Acknowledgment.

3. The Franchise Hauler hereby represents that this Acknowledgment has been duly authorized by all necessary action of its governing body.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all residue from the processing by any means, wherever conducted, of Controllable Waste), to the Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the Disposal Agreement.

5. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Designated Disposal Facility in compliance with the Waste Disposal Covenant.

6. The Franchise Hauler shall pay the Contract Rate imposed by the County at the Designated Disposal Facility for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Disposal Agreement.

7. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in the Franchise to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

8. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

9. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

10. This Acknowledgment shall be in full force and effect and shall be legally binding upon the Franchise Hauler from the date hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the term of the Disposal Agreement.

11. The Franchise Hauler agrees that the County shall be an express third party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder.

12. The Franchise Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box), and by facility to which it was delivered (specify which landfill or transfer station). The Franchise Hauler will provide customer service levels and route lists. The Franchise Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the Franchise Hauler has caused this Acknowledgment to be executed by its duly authorized officers or representatives as of 3RD day of ~~May,~~ JUNE 2009.

CR&R, INC.

Signature: _____

Printed Name: DEAN A. RUFFRIDGE

Title: SENIOR VICE PRESIDENT

The original “Collection”, “Processing”, and “Disposal” components of rates are identified in Attachment D and each component shall be adjusted according to the following procedures. No Adjustments will be made to any rate component that was proposed as “0” or as a negative value rate component upon the Effective Date of the Agreement.

The following rounding protocol shall be used in the calculations described herein: *For the calculation of the percentage change in all indexes described in this Attachment J, the calculations shall be rounded to one decimal place. (Example: 2.3% or 0.2%). For calculation of all rates and rate components described in this Attachment J, the calculations shall be rounded to two decimal places. (Example: $2.39). The numbers 1,2,3, and 4 in all calculations shall be rounded down. (Example: If the result of the calculation were 7.344, the final figure would be 7.3.) The numbers 5, 6, 7, 8 and 9 in all calculations shall be rounded up. (Example: If the result of the calculation were $3.468, the final figure would be $3.47).*

In the event that the standard reference base period for any index used herein is revised, the calculations will be performed using the officially released data published by the Bureau of Labor Statistics.

If an index used herein is discontinued, the successor index with which it is replaced, will be used for subsequent calculations. If no successor index is identified by the Bureau of Labor Statistics, the government index which is most comparable will be used.

1. ANNUAL RATE ADJUSTMENT METHOD AND DISPOSAL COST ADJUSTMENT METHOD

A. ADJUSTMENT FOR COLLECTION COMPONENT OF ANNUAL RATE BASED ON PPI

Perform the following calculations of the most current adjusted Collection component of the rate. The initial adjustment shall be applied to the Collection component of the rate as identified in Attachment D beginning July 1, 2020.

Step One. Calculate the percentage change in the Producer Price Index for Natural Gas (Series ID WPU0531). The first adjustment to be made on July 1, 2020 shall be calculated by:

1) Calculate the value of the annual average change in the ‘Natural Gas’ PPI for the twelve-month period spanning January 2018 through December 2018. The annual average of these indices is calculated by taking the sum of all 12 monthly indices and then dividing that number by 12.

2) The 2019 annual average value shall then be calculated for the period January 2019 through December 2019. The annual average of these indices is calculated by taking the sum of all 12 monthly indices and then dividing that number by 12.
3) Next, the percentage change for the final Natural Gas PPI shall be determined by calculating the annual change between the 2018 to 2019 values. The annual change shall be calculated by taking the difference between the 2019 and 2018 annual averages and dividing this by the 2018 annual average. For example, if the 2018 annual average was 100 and the 2019 annual average was 110, the change in these values would be 10% ((110-100)/100).

This same calculation shall be performed by comparing the average of the prior twelve-month period ending on December 31 for every year of the Term.

Step Two. Calculate the fuel costs by subtracting the portion of the Collection component of the rate attributed to fuel by multiplying Collection by 15%.

Step Three. Multiply the fuel cost (15% of Collection) by 1 plus the percentage change in preliminary PPI for Natural Gas. If the PPI percentage change is negative, then 15% of Collection will be adjusted downward; and if the PPI percentage change is positive, then 15% of Collection shall be adjusted upward. The percentage change shall not exceed 25% for a percentage increase, or -25% for a percentage decrease, per annum.

Step Four. Calculate the percentage change using the annual average value of the Producer Price Index for 'Final Demand - Finished Goods Less Food and Energy' (Bureau of Labor Statistics Series ID WPUFD4131). The first adjustment to be made on July 1, 2020 shall be calculated by:

1) Calculate the value of the annual average change in the 'Final Demand - Finished Goods Less Food and Energy' PPI for the twelve-month period spanning January 2018 through December 2018. The annual average of these indices is calculated by taking the sum of all 12 monthly indices and then dividing that number by 12.
2) The 2019 annual average value shall then be calculated for the period January 2019 through December 2019. The annual average of these indices is calculated by taking the sum of all 12 monthly indices and then dividing that number by 12.
3) Next, the percentage change for the final Finished Goods Less Food and Energy PPI shall be determined by calculating the annual change between the 2018 to 2019 values. The annual change shall be calculated by taking the difference between the 2019 and 2018 annual averages and dividing this by the 2018 annual average. For example, if the 2018 annual average

was 100 and the 2019 annual average was 110, the change in these values would be 10% ((110-100)/100).

This same calculation shall be performed by comparing the average of the prior twelve-month period ending on December 31 for every year of the Term. The percentage change shall not exceed 4% per annum. In the event the calculated average percentage change in the PPI is negative, the rate adjustment shall be zero (0).

Step Five. Multiply the Collection component of the rate by 85% to calculate the Collection fee less fuel costs.

Step Six. Multiply the Collection fee, less fuel costs (85% of Collection) by 1 plus the percentage change in PPI for Finished Goods similar to the calculation shown in Step Four above.

Step Seven. Add the Collection component adjusted for fuel costs (15% of Collection as calculated in Step 3) to the Collection component less fuel costs (85% of Collection as calculated in Step 6) for the total adjusted Collection component of the rate.

Sample Rate Adjustment Calculation for Change in PPI
(All numbers are examples only and are used here for illustration purposes).

Example Assumptions:

Final Annual Average PPI for Finished Goods (old)	140.00
Final Annual Average PPI for Finished Goods (new)	144.00
Final Annual Average PPI for Natural Gas (old)	237.4
Final Annual Average PPI for Natural Gas (new)	270.7
Current Residential Recycling Cart Collection Rate	$ 0.91
Current Commingled 3-yd bin Collection Rate	$32.28

Step One. Calculate average annual percentage change in PPI for Natural Gas.

270.7 - 237.4 = (33.3/237.4) X 100 = 14.0%

Step Two. Calculate average annual percentage of Collection attributable to fuel costs (= 15%).

Residential Collection Rate: $.91 X .15 = $.14
3 yd. Bin Collection Rate: $32.28 X .15 = $4.84

Step Three. Apply annual percentage change of PPI for Natural Gas to fuel costs calculated in Step Two.

Residential Collection Rate: $.14 X 1.14 = $.16
3 yd. Bin Collection Rate: $4.84 X 1.14 = $5.52

Step Four. Calculate average annual percentage change in PPI for Finished Goods.

144 – 140 = (4/140) 100 = 2.9%

Step Five. Calculate Collection less fuel costs (= 85%).

Residential Collection Rate: $.91 X .85 = $.77
3 yd. Bin Collection Rate: $32.28 X .85 = $27.44

Step Six. Apply annual percentage change of PPI for Finished Goods to Collection fee less fuel costs calculated in Step Five.

Residential Collection Rate: $.77 X 1.029 = $.79
3 yd. Bin Collection Rate: $27.44 X 1.029 = $28.24

Step Seven. Add the rates calculated in step three and step six to calculate the total adjusted Collection rate.

New Residential Collection Rate: $.16 + $.79 = $.95
New 3 yd. Bin Collection Rate: $5.52 + $28.24 = $33.76

B. ADJUSTMENT FOR PROCESSING COMPONENT OF ANNUAL RATE BASED ON PPI

Perform the following calculations of the most current adjusted Processing component of the rate. The initial adjustment shall be applied to the Processing component of the rate as identified in Attachment D beginning July 1, 2020.

Step One. Calculate the percentage change in the 'Final Demand - Finished Goods Less Food and Energy' (Bureau of Labor Statistics Series ID WPUFD4131). The change in the PPI shall be the average of the twelve-month period ending on December 31 as compared to the prior year's average percentage change during the 12-month period ending on December 31. The change allowed shall not exceed 4% per annum. In the event the percentage change in the PPI is negative, the adjustment for the Processing component of the rate shall be zero.

Step Two. Multiply the Processing component of the rate by 1 plus the percentage change in the annual average PPI.

Step Three. In the event the calculated percentage change in the PPI is negative, the rate adjustment shall be zero (0).

Sample Rate Adjustment Calculation for Change in PPI
(All numbers are examples only and are used here for illustration purposes).

Example Assumptions:

Final Annual Average PPI for Finished Goods (old)	140.00
Final Annual Average PPI for Finished Goods (new)	144.00
Current Residential Recycling Cart Processing Rate	$ 2.48
Current Single-Stream 3 yd. Bin Processing Rate	$18.16

Step One. Calculate percentage change in PPI.

144-140 = (4/140) 100 = 2.9%

Step Two. Apply percent change to Processing component of rate.

Residential Processing Rate: $2.48 X 1.029 = $2.55
3 yd. Bin Processing Rate: $18.16 X 1.029 = $18.69

C. ADJUSTMENT FOR CHANGE IN DISPOSAL CHARGE (TIP FEES) APPLIES ONLY WHEN TIPPING FEE ACTUALLY CHANGES (INCREASES OR DECREASES)

Step One. Calculate the percentage change in the Disposal Charge per ton, based upon the change between the most recent tipping fee on which rates are based, and the new tipping fee.

Step Two. Apply the resulting percentage change to the most current Disposal component of rate by multiplying the Disposal component by 1 plus the percentage change. If the percentage change is negative, then the Disposal Charge will be adjusted downward; and if the percentage change is positive, then Disposal Charge shall be adjusted upward.

Sample Rate Adjustment Calculation for Change in Disposal Charge
(All numbers are examples only and are used here for illustration purposes)

Example Assumptions:

Disposal Tip Fee (old)	$30.00/ton
Disposal Tip Fee (new)	$35.00/ton
Current Disposal Charge Component of Residential MSW Cart rate	$ 0.11

Current Disposal Charge
Component of 3 yd. Bin rate $1.01

Step One. Calculate percentage change in Tip Fee.

$35.00 - $30.00 = ($5/$30.00) 100 = 16.7%

Step Two. Apply percent change to Disposal Charge component of existing rates.

Residential Disposal rate: $.11 x 1.167 = $.13
3 yard Bin Disposal rate: $1.01 x 1.167 = $1.18

D. ADJUSTMENT FOR CHANGE IN STATE-MANDATED REGULATORY COMPLIANCE COST (SMRCC) – (APPLIES ONLY WHEN SMRCC INCREASES OR DECREASES)

Step 1: Calculate the delta between the old State-Mandated Regulatory Compliance Costs (SMRCC) and the new State-Mandated Regulatory Compliance Costs. For annual adjustments to the SMRCC, determine the annual change in the fee. Per Contract Section 12.05, the SMRCC may be increased or decreased based on the actual costs incurred by the City to comply with state regulations.

If a non-annualized change in the SMRCC is made, the same calculation process as described below will apply.

Example assuming an ***increase*** in the SMRCC:

Old SMRCC = $210,000 per year
New SMRCC = $330,000 per year
Change in SMRCC = $120,000 per year

Example assuming a ***decrease*** in the SMRCC:

Old SMRCC = $210,000 per year
New SMRCC = $90,000 per year
Change in SMRCC = ($120,000) per year

Step 2: Divide the change in the SMRCC fee by the total aggregate annual revenue for the preceding 12-month period.

Example assuming an ***increase*** in the SMRCC:

Annual aggregate rate revenue (all rate revenue) = $12,000,000 per year
Annual change in the SMRCC = $120,000

Divide the $120,000 per year change in the SMRCC by the annual aggregate rate revenue of $12,000,000 to determine the needed rate adjustment (1% in this example)

Example assuming a ***decrease*** in the SMRCC:

Annual aggregate rate revenue (all rate revenue) = $12,000,000 per year
Annual change in the SMRCC = ($120,000)

Divide the ($120,000) per year change in the SMRCC by the annual aggregate rate revenue of $12,000,000 to determine the needed rate adjustment (-1% in this example)

Step 3: Apply the rate adjustment (increase or decrease) to the rates.

Example assuming an increase in rates:

If the residential rate is $15/month, multiply $15 by 1.01 to calculate the adjusted rate ($15.15/month).

If the commercial 3-yard bin 1x/week rate is $100 per month, multiply $100 by 1.01 to calculate the adjusted rate ($101/month).

Example assuming a decrease in rates:

If the residential rate is $15/month, multiply $15 by 0.99 to calculate the adjusted rate ($14.85/month).

If the commercial 3-yard bin 1x/week rate is $100 per month, multiply $100 by 0.99 to calculate the adjusted rate ($99/month).

E. CALCULATE TOTAL ANNUAL RATE

Step One. Add the Collection Component of the Rate (as adjusted in A. above), the Processing Component of the Rate (as adjusted in B. above), and the Disposal Component of Rate (as adjusted in C. above) to calculate total rate for service. (Note: the Disposal Component of Rate will not be adjusted up or down if the tipping fee has not changed). Multiply the adjusted rate by the percentage adjustment resultant from the change in the SMRCC.

Example (assuming an **increase** in the SMRCC):

Adjusted Residential Rate: $.95 + $2.55 + $.13 = $3.63 x 1.01 = $3.67
Adjusted 3 yd. Bin Rate: $33.76 + $18.69 + $1.18 = $53.62 x 1.01 = $54.16

Example (assuming a **decrease** in the SMRCC):

Adjusted Residential Rate: $.95 + $2.55 + $.13 = $3.63 x 0.99 = $3.59
Adjusted 3 yd. Bin Rate: $33.76 + $18.69 + $1.18 = $53.62 x 0.99 = $53.08

ATTACHMENT K

Reports to be Submitted to City

These reports are required at a minimum. The City has the right to request additional reports, to direct Contractor to modify format and layout, and to require that Contractor use existing City report formats. All report formats shall be approved by City and shall be submitted electronically (i.e. via e-mail attachment). Paper copies shall be made available upon request by the City. The reporting year shall be the Calendar Year (i.e. January 1st through December 31st). For the initial year of the Term, the reporting period shall be April 1, 2019 through December 31, 2019. City will work with Contractor during the transition and the first year of operations to tailor and refine reporting formats to the City's desired level of detail.

Contractor shall provide, for all monthly, quarterly, and annual reports, a certification statement, under penalty of perjury, signed by the responsible corporate official, that the reports are true and correct.

Monthly Reports

Monthly reports shall include a Year-To-Date summary. Monthly reports shall be submitted within twenty-five (25) calendar days after the end of each month for information on preceding months. The information listed may be combined into one or several reports and shall be the minimum reported:

1. Diversion Program(s) tonnage and goal summary listed by program and DPS Code.

2. Calculation of the Diversion rate achieved year-to-date.

3. Tons Collected and Diverted by Sector: Tons Collected and the Tons Diverted in the City (using the characterization study-derived Diversion and Residue percentages - see Attachment N). Tons Collected and Diverted shall be grouped by class of Customer (e.g. Commercial, Multi-family, Residential, Roll Off and Compactor Service, etc.) and also by each type of Collection service for each class of Customer, as described below:

    - Single Materials Recyclables Tons Collected and Diverted from Commercial, Multi-family, and Roll-off Customers
    - Single Stream Recyclable Materials Tons Collected and Diverted from Commercial, Multi-family, Roll-off, and Residential Customers
    - Food Scrap Tons collected from Commercial, Roll-off, and, if directed by the City, Multi-family and Residential Customers
    - Yard Trimmings Tons Collected and Diverted from Commercial, Multi-family, Roll-off, and Residential Customers
    - Co-collected Food Scraps and Yard Trimmings Tons Collected and Diverted from Commercial, Multi-family, Roll-off, and Residential Customers (if directed by the City)
    - MSW Tons Collected from Commercial, Multi-family, Roll-off, and Residential Customers

4. Tons Delivered to, and Diverted by, Processing Facilities: Report shall list the number of Tons that were delivered to, and Diverted by, each Compost Facility, Clean MRF, Construction and Demolition Debris Processing Facility, Anaerobic Digestion Facility, Bioengineered Feedstock Facility, and all other Processing Facilities used. Diversion

rates shall be based upon the results of the characterization studies described in Attachment N.

5. All Materials Diverted by Contractor. Statement showing types of materials and quantities sold (in Tons).

6. Number of Tons of MSW Disposed during the month from both Contractor's Collection routes and Tons of Residue Disposed from each Processing Facility used by Contractor to process Recyclable Materials, Yard Trimmings, Food Scraps, Construction and Demolition Debris for materials from City. The report shall include backup documentation showing how the Tons of Residue from each Facility were calculated and allocated to City. The report shall also include the name, telephone number and e-mail address of the contact person at each Processing Facility that the City can contact with questions about the allocations and/or reported Residue percentages and/or the number of Tons processed from City.

7. Narrative summary of problems encountered including scavenging, incidents of Contamination found during on-site field Container Contamination audits, including a listing of specific location addresses for each and actions taken with recommendations for the City, as appropriate.

8. An on-going listing of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" who, despite the Recycling Coordinators' adherence to the required implementation steps included in Attachment B 3.3.4, still refuse to implement a State-mandated Diversion program. The listing shall include all interactions and attempts to bring the Customer into compliance with state laws by implementing a Diversion program.

9. Summary of service complaints, with a description of the nature of the complaint and how it was resolved.

10. Summary, and type, of Customers that implemented Diversion services the previous month and/or cancelled service. The reasons for cancelled service must be provided with report.

11. Recycling Coordinators' activity, tracked in a color-coded Red/Green Tracking Spreadsheet (Customers are shaded red to indicate non-compliance and shaded green to indicate compliance), showing individual interactions with businesses, including the date, a description of, and the nature of each outreach/contact effort; status of program implementation or educational efforts; issues with recycling such as Contamination or overflow; objections to implementing Diversion programs; individual compliance status with AB 341, AB 1826, SB 1383; the Customer type (i.e. Commercial, Multi-family, Gated Development/HOA/Mobile Home Park with Centralized Bin Service, Food Service Establishment, City Account); and other information as directed by the City. The results from most recent on-site field Container Contamination audits, as described in Attachment N, shall also be included in the Red/Green Tracking Spreadsheet for each account and for each line of service used by each account. An example is included as Exhibit K.1. If the City directs the Contractor to use a third-party to assist with program implementation due to non-attainment of minimum implementation levels as described in

Article 14.11, accounts that receive technical assistance from the third-party shall be tracked and color-coded as directed by the City. Accounts that are listed as "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" shall also be color-coded accordingly.

12. The number of warning notices issued to Customers for Contamination and the account information associated with these notices pursuant to Section 5.5 of Attachment B.

13. Number of Commercial and Residential accounts for whom E-waste and U-Waste pick-ups were provided.

14. Number of Commercial, Multi-Family, Residential, and public right-of-way Bulky Goods pick-ups.

15. A listing of all accounts, in Excel format, including:
    a. Customer number
    b. Customer name
    c. Account type (Commercial, Multi-family, Gated Development/HOA/Mobile Home Park with Centralized Bin Service, Food Service Establishment, City Account)
    d. Street address
    e. Billing address
    f. All service information, including
        i. Line of service (i.e. MSW, Food Scraps, Recyclable Materials)
        ii. Container inventory
        iii. Container size
        iv. Frequency of collection
        v. Collection days
        vi. Monthly rate collected
    g. Service Contact name
    h. Service Contact number
    i. Billing Contact Name
    j. Billing Contact Number

16. Number of Customers participating in Diversion programs provided by Contractor (i.e. Single Material Recyclables Collection Program, Single Stream Recyclable Materials Collection Program, Food Scraps Diversion Program, Composting Program, Anaerobic Digestion, Co-digestion, etc.). This section of the report must also include the total number of Containers (Bin, Carts, Split Bins, etc.) in use for Single Material Recycling, Single Stream Recyclables, Food Scrap Diversion, Composting, Anaerobic Digestion, Co-digestion, and MSW Collection/Disposal service.

17. Number of Residential accounts with Extra MSW pick-ups.

18. Number of Residential accounts participating in backyard wheel-out service.

19. Inventory of Residential curbside Containers by size and stream

20. A summary table of AB 341 and AB 1826 compliance information by Customer type and by compliance tier, including the following items:
    a. Total number of AB 341 and AB 1826 Customers serviced by the Contractor broken out by Customer type (i.e. Commercial, Multi-family, Gated

Development/HOA's/Mobile Home Park with Centralized Bin service, Food Service Establishment, City accounts)

b. The total number of Customers that have a Single Stream and/or Single Material Recycling Program, Food Scrap Diversion Program, and/or Yard Trimmings/Wood Recycling provided by Contractor broken out by Customer type (i.e. Commercial, Multi-family, Gated Development/HOA/Mobile Home Park with Centralized Bin Service, Food Service Establishment, City Account)
c. The number of Customers with Contractor-documented internal Diversion programs that comply with AB 1826 and AB 341 by broken out by Customer type (i.e. of Commercial, Multi-family, Gated Development/HOA/Mobile Home Park with Centralized Bin Service, Food Service Establishment, City Account)
d. The number of Customers that do not have an AB 341 or AB 1826-compliant Diversion program broken out by Customer type (i.e. Commercial, Multi-family, Gated Development/HOA/Mobile Home Park with Centralized Bin Service, Food Service Establishment, City Account)
e. The number of Customers that have refused service and have been placed on the listing of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance"

Quarterly Reports

Within 30 days after the completion of each quarter of the Calendar Year, Contractor shall submit a Quarterly Report. The report shall provide a quarterly summary of the monthly reports in addition to the following at a minimum:

1. Report of any Characterization Studies completed during the reporting quarter as described in Attachment N.

2. Copies of promotional and public education materials sent during the quarter.

3. A narrative description of problems encountered and actions taken, including efforts to deter and prevent Scavenging and Contamination of Recyclable Materials, Yard Trimmings/Wood, Food Scraps, and Construction and Demolition Debris. The narrative is to include a description of Tons rejected for sale after processing (type of material, tonnage), reason for rejection, and Contractor's Disposal method for the rejected materials.

4. Recycling sales revenue by type of material marketed on a gross and net basis.

5. Tons into each composting facility, Tons of final product sold and end-users/markets for finished compost.

6. Tons into Anaerobic Digestion facility used and Tons of Anaerobic Digestate produced; tons of Digestate composted and specific Tons delivered to which Composting Facility(ies) and end-uses and end-users of all Compost produced; disposition of Digestate at third party Composting Facility(ies) and end-uses and end-users of all Compost Produced; if approved by the City, the disposition of Digestate as land application, including Tons, locations, dates of delivery, depth of applications, and lab results for metals, pathogens, and all other required parameters per Title 14 CCR Section 17852(a)(24.5)(A) et seq. and per CDFA and USDA laws and regulations; and

any other handling practices and/or destinations (e.g. small parcel land application, other, etc.) including tons where digestate was delivered.

7. A list and narrative description of monthly trainings held on prevention of spills of fluids from Collection vehicles, including employee group(s) trained, the trainer that presented each training and the topics covered.

8. Results of quarterly Residential, Multi-Family and Commercial Route Density Audits described in Attachment H.

9. Results of semi-annual Multi-Family and Commercial Sector-Specific Density On-Service Audits as described in Attachment H (if applicable).

Annual Reports

On or before March 15, 2020, and on or before the same date in all subsequent years of the Term, Contractor shall submit to the City a written year-end Annual Report, in a form approved by the City. The annual report shall include information as to timely compliance with Contractor's Diversion obligations and MSW Collection and the following information for the Calendar Year then ending:

1. Annual Diversion Rate Achieved as identified in Article 6 of the Contract.

2. Annual AB 341, AB 1826, SB 1383 compliance status report, with a detailed work plan to meet minimum performance standards and earning of extension(s) set forth in Article 6 of the Agreement.

3. A report of the previous Calendar Year's activities in the City, including a cumulative summary of the Monthly and Quarterly Reports, and information and statistics with respect to City's compliance with the Act.

4. A complete inventory of equipment used to provide all services (including vehicles and Containers by size and material or waste stream type).

5. Number of routes, type of route, and route hours per day.

6. Number of accounts and Cart and Bin information as requested in the Monthly reports.

7. Changes in Solid Waste management and Recycling/Diversion efforts, including projections and proposed implementation dates and costs, recommended by Contractor and recommended amendments to the City's Source Reduction and Recycling Element based on developments in technology or additional Diversion opportunities identified by Contractor. Contractor's recommendations with respect to compliance with the Act and other Diversion requirements shall state the specific requirement that the implementation of the recommendation(s) is intended to satisfy.

8. Number of sharps containers distributed, collected and number of pre-paid mailer sharps kits distributed to residents during the prior calendar year. Samples and copies of public education materials and web site information on proper sharps disposal distributed during the prior year.

9. Total number of Customers that used special collection programs, including number of Residential, Commercial, Multi-family, and City Customers that requested Bulky item collection, e-waste collection, u-waste collection, Freon collection, and sharps collection/mail-back programs.

Exhibit K.1. Example of Red/Green Tracking Spreadsheet Account Listing

COMMERCIAL ACCOUNTS

CCYCLE	CCUSTF	CSLNAM	ADDRESS	CSCITY	PHONE NUMBER	BQTY	BSIZE	BTOTPU	YDS/WEEK	BCHG	ACCT NOTES/SITE VISIT DATES	AB341 QLFY	AB341 CMPLT
C1	21117	[redacted]	[redacted]	[redacted]	[redacted]	1	3	3	9	CB	they have paper recycling comp but open to adding a mixed recy bin	y	n
C1	17661					4	3	4	48	CB	12.8	y	n
C1	18779					1	3	2	6	CB		y	n
C1	17713					1	3	2	6	CB		y	n
C1	17691					1	3	2	6	CB	they share their recycling bin with the other building they have next door	y	n
C1	18204					1	3	3	9	CB		y	n
C1	17507					1	4	3	12	CB	12/28 site check. left vm w/ gh pm	y	n
C1	20703					1	4	2	8	CB	12 29 ab341 site check	y	n
C1	23571					1	4	2	8	CB	12/28 site check. f/u with acct	y	n
C1	18013					1	3	2	6	CB		y	n
C1	17413					1	3	2	6	CB	currently they leave tyb out and ugly comes to collect it. Left a quote for a split bin.	y	n
C1	19588					1	3	2	6	CB	12-29 site check	y	n
C1	17781					1	3	2	6	CB	site check 12-29. left proposal for split bin	y	n
C1	17228					1	3	2	6	CB	site check 12/26 f/u	y	n
C1	17316					1	2	3	6	CB	they have a customer bull t eric for 2yd bin. Nowhere to put recy bin. Need to figure out	y	n
C1	23011					1	2	3	6	CB	spill recy for 1/16	y	n
C1	17715					1	3	2	6	CB	site check 12-29. left proposal for split bin	y	n
C1	17497					1	3	2	6	CB	site check 12-29. left proposal for split bin	y	n
C1	17627					1	3	2	6	CB	site check 12-29 f/u with dana	y	n
C1	17999					1	3	2	6	CB	did site check 12/27. f/u with pm	y	n
C1	17554					1	3	2	6	CB	site check 12/28	y	n
C1	17995					1	3	2	6	CB		y	n

ATTACHMENT L

Performance Bond

See next page…

Bond No._____

Amount _____

Premium _____

CITY OF TUSTIN

PUBLIC CONTRACT

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as and hereinafter referred to collectively as "Principal", and _____ a corporation organized and existing under the laws of the State of _____, and duly authorized to transact surety business in the State of California, as, and hereinafter referred to as, "Surety", are held and firmly bound unto the City of Tustin hereinafter referred to as the "City", in the sum of $_____ for payment of which Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS THAT:

WHEREAS, Principal has entered into a contract dated _____, 20__, with City to do and perform the following, generally described work, which is more particularly described in said contract for:

COLLECTION, TRANSPORTATION, PROCESSING AND DIVERSION OF RECYCLABLE MATERIALS, FOOD SCRAPS, YARD TRIMMINGS, WOOD, CONSTRUCTION AND DEMOLITION DEBRIS AND OTHER MATERIALS AND FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE

WHEREAS, all of such is to be completed in accordance with the specifications described, referred to and incorporated in said contract; and

WHEREAS, Principal shall commence and complete services as provided in said contract; and

NOW, THEREFORE, if Principal shall faithfully perform all agreements contained in the aforesaid contract, then this obligation shall be null and void.

PROVIDED, HOWEVER, if Principal shall not faithfully perform all agreements contained in the hereinabove described contract and all obligations, then this obligation shall remain in full force and effect.

PROVIDED FURTHER HOWEVER, that Surety hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder shall in any way affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder; and

PROVIDED FURTHER, that in case suit is brought upon this bond by the City or any other person who may bring an action on this bond, a reasonable attorney's fee, to be fixed by the Court, shall be paid by Principal and Surety.

IN WITNESS WHEREOF, Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20___.

SURETY: _____
(Name)

BY: _____
(SEAL) Attorney-in-Fact

BY: _____

Address of Surety:

_____

APPROVED AS TO FORM: _____

_____ _____
City Attorney

PRINCIPAL: _____

BY: _____
(Name)

(SEAL) TITLE: _____

Address of Principal:

_____

APPROVED AS TO CONTENT: _____

_____ Date _____ _____
City Engineer

Note: Attach proper acknowledgment for both Surety & Principal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of_____)

On _____ before me, _____
Date *Here Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above:_____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name:_____
□ Corporate Officer – Title(s): _____	□ Corporate Officer – Title(s):_____
□ Partner - □ Limited □ General	□ Partner - □ Limited □ General
□ Individual □ Attorney in Fact	□ Individual □ Attorney in Fact
□ Trustee □ Guardian or Conservator	□ Trustee □ Guardian or Conservator
□ Other: _____	□ Other: _____
Signer is Representing: _____	Signer is Representing:_____

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ATTACHMENT M

Bond Continuation Certificate

In consideration of the premium charged,

_____ hereby continues in force:

Bond #: _____

Dated: _____

In the amount of: _____ on behalf of the City of Tustin, for the period:

Beginning: _____

And Ending: _____ subject to all terms and conditions of said Bond, PROVIDED that the liability of:

_____
(NAME OF SURETY)

shall not exceed in the aggregate the amount above written, whether the loss shall have occurred during the term of said bond or during any continuation or continuations thereof, or partly during said term and partly during any continuation or continuations thereof.

Bond Continuation Certificate

Signed and Sealed: _____ (date)

By: _____
Attorney-In-Fact

[ACKNOWLEDGEMENT]

Processing Facility Characterizations and Onsite Field Container Contamination Audit Protocols

In order to measure attainment of performance metrics during the course of the Term, the Contractor shall conduct periodic Processing Facility characterizations and field Contamination audits to determine the levels of Contamination in the MSW, Recyclable Materials, Food Scrap, and Yard Trimmings/Wood streams. The following table provides a summary of the studies and audits required to monitor performance. The specific protocols that shall be used to conduct the studies and audits are also included in this section.

Table of Contents

1. Processing Facility Characterization Protocols 3
1a. Characterization Protocol for Single-Stream/Single-Material Recyclables Delivered to Clean MRF 3
1b. Characterization Protocol for Yard Trimmings and/or Food Scraps Delivered to Processing Facilities 5
1c. Characterization Protocol for MSW Delivered to Disposal Site 7
1d. Characterization Methodology for C&D Processing Facilities 9
2. On-site Field Container Contamination Audits 11
2a. Residential Curbside Field Contamination Audits 11
2b. Commercial/Multi-family In-Field Container Contamination Audits 12
3. Third-Party Assessment of Phase 1 and Phase 2 Performance Metrics 14
3.a. Assessment of Phase 1 Performance Metrics 14
3.b. Assessment of Phase 2 Performance Metrics 16

Processing Facility Characterizations and Onsite Field Container Contamination Audit Protocols

Sector	Diversion Programs by Sectors	Required Frequency of Studies & Audits		Field and Facility Performance Requirements				Notes
		Processing Facility Characterization Study	On-site Field Container Contamination Audit	Facility diversion rate	On-site Contamination Rate	Minimum Material density	Minimum Avg. Cart Capacity Utilization	
Residential	Residential Single Stream Recycling	2x/year	2x/year	90%+	Less than 10% non-recyclable	NA	NA	
	Residential Curbside Yard Trimmings	2x/year	2x/year	90%+	Less than 10% non-yard trimmings	NA	NA	
	Residential Curbside Co-collected Yard Trimmings/Organics	2x/year	2x/year	90%+	Less than 10% non-yard trimmings/food scraps	NA	NA	Additional facility and in-field audits triggered by less than 35% residential participation
	Residential Curbside Source-Separated Organics	2x/year	2x/year	90%+	Less than 10% non-yard trimmings/food scraps	NA	NA	
	Residential Curbside MSW	Annually	2x/year	NA	Less than 20% recyclables and food scraps by April 1, 2025	NA	NA	In order to receive Phase 2 1-year extension, contractor must demonstrate a cross-contamination cap of 20% recoverable materials in the residential MSW
Commercial and Multi-family	Commercial/Multi-family Single-stream Recycling	2x/year	On-going	90%+	Less than 10% non-recyclable by April 1, 2025	30 lbs./CY	50%	In order to receive Phase 2 1-year extension, contractor must demonstrate that no more than 10% of the single-stream recycling stream is non-recoverable
	Commercial/Multi-family Source-separated Food Scraps	2x/year	On-going	90%+	Less than 10% non-yard trimmings/food scraps by April 1, 2025	500 lbs./CY	50%	In order to receive Phase 2 1-year extension, contractor must demonstrate that no more than 10% of the organics stream is non-recoverable
	Commercial/Multi-family Co-collected Yard Trimmings and Food Scraps	2x/year	On-going	90%+	Less than 10% non-yard trimmings/food scraps by April 1, 2025	200 lbs./CY	50%	In order to receive Phase 2 1-year extension, contractor must demonstrate that no more than 10% of the organics stream is non-recoverable
	Commercial/Multi-family Yard Trimmings	2x/year	On-going	90%+	Less than 10% non-yard trimmings/food scraps by April 1, 2025	150 lbs./CY	50%	In order to receive Phase 2 1-year extension, contractor must demonstrate that no more than 10% of the organics stream is non-recoverable
	Commercial MSW	Annually	On-going	NA	Less than 10% recyclables and food scraps by April 1, 2025	NA	NA	In order to receive Phase 2 1-year extension, contractor must demonstrate that no more than 20% of the MSW stream is recoverable
C&D	Construction and Demolition	2x/year	-	65%+	NA	NA	NA	C&D diversion requirement will be pegged to CALGreen diversion requirement which will may updated on January 1, 2020 and tri-annually going forward

Processing Facility Characterizations and Onsite Field Container Contamination Audit Protocols

1. Processing Facility Characterization Protocols

Note: As used herein, “stream” refers to Residential, Commercial or Multi-Family “streams”. Residential includes Gated Developments, HOA’s and Mobile Home Parks with individual Cart service. Multi-Family includes Gated Developments, HOA’s and Mobile Home Parks with centralized Bin/Cart service. “Component” refers to the type of material: Single Stream Recyclable Materials, Yard Trimmings/Wood, Food Scraps, Co-collected Yard Trimmings/Wood and Food Scraps or Construction and Demolition Debris.

1a. Characterization Protocol for Single-Stream/Single-Material Recyclables Delivered to Clean MRF

The following protocol will be used to conduct characterizations at the Clean MRF(s) where the following material components are processed:

- Residential Stream - Single-Stream Recyclable Materials component
- Commercial Stream - Single-Stream Recyclable Materials component
- Multi-Family Stream - Single-Stream Recyclable Materials component

Timing: Characterization studies shall be conducted two (2) times each calendar year for each of the above-listed streams and components with the first two (2) characterizations taking place beginning July 2019 and mid-January 2020. The timing for when the characterization studies are conducted shall be staggered so that after 2 (2) years, one (1) characterization will have taken place during each calendar quarter. For example, for contract year 2019/2020 (4/1/2019 – 3/31/2020), the Contractor shall conduct one characterization study of each stream in April 2019 (Calendar Quarter 2) and October 2019 (Calendar Quarter 4). In Contract Year 2020/2021, the contractor shall conduct one characterization study of each stream in July 2020 (Calendar Quarter 3) and January 2021 (Calendar Quarter 1). Please see Exhibit N.1. for an example schedule of characterization studies that will be conducted over the course of the contract.

Methodology: For each characterization study, loads shall be sampled only from the specified stream (sector of origin). For example, (a load sampled from the Commercial Single-Stream Recycling shall not contain any Multi-Family Single Stream Materials.

Each characterization shall be done by hand (i.e. a manual sort not a mechanized sort) and total load weights shall be established for each load sampled. A five-day sampling for each component of each stream shall be conducted to account for changes in the specified stream’s component over a week’s time.

A total of four (4) samples per load shall be manually sorted separately each day of the five (5) day characterization study. Materials shall be collected using a grid method and

shall be hand collected. The grid method assigns an imaginary XY axis over the load after it is dumped on the tipping floor. Four random number pairings between 0-20 (for the long dimension of the load i.e. length) and 0-10 (for the shorter dimension of the load i.e. width) shall be generated to identify the location of the samples on the load. Each sample shall weigh at least 50 lbs. and shall be collected by hand in a 60- to 90-gallon container. Next, materials shall be sorted by commodity type and the results shall be weighed. The Residue shall also be separated manually and weighed. The results of the five (5) daily samples shall then be averaged to produce a characterization that shall be used to establish the percentage Diversion and the amount of Residue for Tustin's Clean MRF routes. This characterization process shall be repeated twice annually to establish the next six-months' tonnage allocation (e.g. percent Diverted and percent that is Residue) to account for seasonal fluctuations that will be included in the tonnage reports described in Attachment K.

The recyclable commodities sampled during this process shall be paper, cardboard, newsprint, mixed paper, plastics (#s 1&2), mixed plastics, non-ferrous metals, tin, aluminum, Wood, Yard Trimmings, and other Recyclable materials as directed by the City. Exhibit N.2 includes an example of the characterization data collection sheet that shall be used during the characterization.

Calculating Density on Service: For purposes of determining the average densities of components Collected, and as a metric to evaluate collection efficiencies and Container capacity utilization, the Contractor shall perform the following calculation:

> For each stream sampled, the net tonnage of the materials Collected in the sampled trucks shall be calculated by dividing by the total tons Collected of the Recyclable Materials component by the total on-service cubic yards Collected to calculate a density for each of the streams and their components included in the audit.
>
> For example, if five (5) loads sampled weighed a total of 50 Tons and were Collected from 1,000 cubic yards on service, the average "material on service density" for this stream would be 100 lbs. per cubic yard. Cubic yards on service shall be calculated using actual route data (i.e. if one route sampled collected 100 3-yard bins, the yards on service for that route would be 300 cubic yards).

Reporting: Contractor shall submit a written report to the City semi-annually beginning October 2019. The report will summarize the results of the characterization study, including a summary of all five (5) days of characterization results; the measured weights for each commodity; the percent of each commodity found in each sample and in aggregate; a description and photographs of the types of Residue materials found during the characterization study; the average density on-service for the materials sampled (i.e. load weights divided by yards collected); and any other data requested by the City. Upon approval by the City, the results of the characterization study shall be applied to the Tons delivered to the Clean MRF and Tons of Residue delivered to the

Landfill from the Clean MRF in subsequent monthly reports and shall be in effect until the results of the next characterization study are approved by the City.

1b. Characterization Protocol for Yard Trimmings and/or Food Scraps Delivered to Processing Facilities

The following protocol shall be used to conduct characterizations at the Processing Facilities where the following material components are processed:

- Residential stream - curbside Yard Trimmings component
- Residential stream - curbside co-collected Yard Trimmings and Food Scraps component (if directed by City)
- Residential stream - curbside source-separated Food Scraps component (if directed by City)
- Commercial stream - Co-collected Food Scraps and Yard Trimmings component (if directed by City)
- Commercial stream – Source separated Food Scraps component
- Commercial stream - Yard Trimmings component
- Multi-Family stream - Co-collected Food Scraps and Yard Trimmings component (if directed by City)
- Multi-Family stream – Source separated Food Scraps component (if directed by City)
- Multi-Family stream - Yard Trimmings component

If separate Processing Facilities are utilized for Food Scraps and Yard Trimmings, then separate characterization studies shall be conducted at each facility using the following protocol.

Timing: Characterization studies shall be conducted two (2) times each calendar year for each of the above-listed streams and components beginning September 2019 and March 2020. The timing for when the waste characterizations are conducted shall be staggered so that after two (2) years, one (1) characterization shall have taken place during each calendar quarter. For example, for contract year 2019/2020 (4/1/2019 – 3/31/2020), the Contractor shall conduct one characterization study of each stream from each sector in September 2019 (Calendar Quarter 3) and March 2020 (Calendar Quarter 1). In Contract Year 2020/2021, the Contractor shall conduct one characterization of each stream from each sector in June 2020 (Calendar Quarter 2) and December 2020 (Calendar Quarter 4). Please see Exhibit N.1. for an example schedule of characterization studies that will be conducted over the course of the contract.

Methodology: For each characterization study, loads shall be sampled only from the specified stream (sector of origin). For example, a load sampled from Commercial Food Scraps route(s) shall not contain any Multi-Family Food Scraps.

Processing Facility Characterizations and Onsite Field Container Contamination Audit Protocols

Each characterization shall be done by hand (i.e. a manual sort not a mechanized sort) and total load weights shall be established for each load sampled. A five (5) day sampling for each component from each stream shall be conducted to account for changes in the material stream over a week's time.

A total of four (4) samples per load shall be manually sorted separately for each day. Materials shall be collected using a grid method and shall be hand collected. The grid method assigns an imaginary XY axis over the load after it is dumped on the tipping floor. Four (4) random number pairings between 0-20 (for the long dimension of the load i.e. length) and 0-10 (for the shorter dimension of the load i.e. width) shall be generated to identify the location of the samples on the load. Each sample shall weigh at least 50 lbs. and shall be collected by hand in a 60- to 90-gallon container. Next, materials shall be sorted into two categories by recoverability (below) and shall be weighed:

> Processing Facility Category 1 – Materials Accepted at the Processing Facility: Materials acceptable by the Processing Facility
> Processing Facility Category 2 - Contamination: Materials that are considered Contamination and that are not accepted by the Processing Facility

The Category 2 non-accepted materials shall also be separated manually and weighed. Each non-recoverable material type shall be carefully photo-documented and included in the Contractor's report to the City. These daily samples shall then be averaged to produce a characterization that shall be used to establish the percentage Diversion and the percentage of Residue for Tustin's Food Scrap and Yard Trimmings routes. This characterization process shall be repeated twice annually to establish the next 6-month's allocation to capture seasonal fluctuations. In the event of a significant rain event, characterizations of Yard Trimmings shall be delayed until dry conditions have returned for a one (1) week period.

Category 1 acceptable materials are dependent on the stream sampled but may include: Food Scraps, Food Soiled Paper, Yard Trimmings, prunings, etc. Category 2 non-acceptable materials types depend on the stream sampled and which Diversion programs are being provided by the Contractor, but may include: MSW, Recyclable Materials, glass, plastics, etc. Exhibit N-3 includes an example of the characterization data collection sheet that shall be used during these characterization studies.

Calculating Density on Service: For purposes of determining the average densities of components Collected, and as a metric to evaluate collection efficiencies and Container capacity utilization, the Contractor shall perform the following calculation:

> For each stream sampled, the net tonnage of the materials Collected in the sampled trucks shall be calculated by dividing by the total tons Collected of the Food Scraps component by the total on-service cubic yards Collected to

calculate a density for each of the streams and their components included in the audit.

For example, if five (5) loads sampled weighed a total of 50 Tons and were Collected from 1,000 cubic yards on service, the average "material on service density" for this stream would be 100 lbs. per cubic yard. Cubic yards on service shall be calculated using actual route data (i.e. if one route sampled collected 100 3-yard bins, the yards on service for that route would be 300 cubic yards).

Reporting: Contractor shall submit a written report to the City semi-annually beginning October 2019. The report will summarize the results of the characterization study, including a summary of all five (5) days of characterization results; the measured weights for each commodity or category; the percent of each commodity/category found in each sample and in aggregate; a description and photographs of the types of Residue materials found during the characterization study; the average density on-service for the materials sampled (i.e. load weights divided by yards serviced); and any other data requested by the City. Upon approval by the City, the results of the characterization study shall be applied to the Tons delivered to the Food Scrap and Yard Trimmings Processing Facility(ies) and Tons of Residue delivered to the Landfill from Food Scraps and Yard Trimmings Processing Facilitiy(ies) in subsequent monthly reports and shall be in effect until the results of the next characterization study are approved by the City.

1c. Characterization Protocol for MSW Delivered to Disposal Site

The following protocol will be used to conduct waste characterization studies at the City-designated Disposal Site for the MSW component of the following streams:

- Residential stream - Curbside MSW component
- Commercial stream – MSW component
- Multi-Family stream – MSW component

Timing: Waste characterizations shall be conducted one (1) time each calendar year for each of the above-listed MSW streams with the first waste characterizations taking place beginning June 2019. The timing for when the waste characterizations are conducted shall be staggered so that after four (4) years, one (1) waste characterization will have taken place during each calendar quarter. Please see Exhibit N-1 for an example schedule of characterization studies that will be conducted over the course of the contract.

Sample Selection Methodology – Residential Curbside MSW: During the first six months of the Term of the Agreement, Contractor shall work with the City to identify five (5) geographic areas within the City where Residential routes are similar in terms of levels of Contamination found in Residential MSW. Contractor shall sample a total of 400 individual Residential Containers allocating 80 samples within each of the five (5)

identified geographic areas. Contractor shall collect only full Residential Containers using a box truck or flat-bed vehicle during the service day for that geographic area. Contractor shall immediately replace each full Residential Container that is Collected, with a clean Container of the identical size, type and color. Contractor shall notify Residents in each geographic area of the dates for the waste characterization study via postcard, door knob hanger, tags on MSW Carts, or other means such that Residents are informed that their Cart will be taken by Contractor and replaced with an identical Cart on the day(s) the waste characterization study is conducted. The notice(s) shall include a telephone number, a web site address, and at least one (1) social media method for Residents to obtain additional information, ask questions and receive answers from Contractor prior to each waste characterization.

Sample Selection Methodology – Commercial and Multi-family MSW: For each characterization, loads shall be sampled only from the specified stream (sector of origin). For example, a load sampled from Commercial MSW route(s) shall not contain any Multi-family MSW.

Methodology: Each waste characterization shall be done by hand (i.e. a manual sort not a mechanized sort) and total load weights shall be established for each load sampled. The sampling period shall be five (5) consecutive days for MSW from each stream for account for changes in the stream's MSW over a week's time (e.g. one load of MSW from each targeted stream, sampled each day for five days).

A total of (four) 4 samples per load shall be manually sorted separately each day. Materials shall be collected using a grid method and shall be hand collected. The grid method assigns an imaginary XY axis over the load after it is dumped on the tipping floor. Four (4) random number pairings between 0-20 (for the long dimension of the load i.e. length) and 0-10 (for the shorter dimension of the load i.e. width) shall be generated to identify the location of the samples on the load. Each sample shall weigh at least 50 lbs. and shall be collected by hand in a 60- to 90-gallon container. Next, materials shall be sorted into the following four (4) categories by recoverability and weighed:

Category 1: Food Scrap or Yard Trimming materials accepted in Contractor-provided Diversion programs
Category 2: Recyclable Materials accepted in Contractor-provided Recycling program
Category 3: MSW materials that are not accepted in any Contractor-provided Diversion program
Category 4: HHW, E-waste, U-waste materials that should not be thrown into the trash

These daily samples shall then be averaged to produce a characterization that shall be used to establish the percentage of Contamination for Tustin's MSW routes. This characterization process shall be repeated once annually to assess progress towards attainment of meeting performance metrics including Contamination caps.

Calculating Density on Service: For purposes of determining the average densities of components Collected, and as a metric to evaluate collection efficiencies and Container capacity utilization, the Contractor shall perform the following calculation:

> For each stream sampled, the net tonnage of the materials Collected in the sampled trucks shall be calculated by dividing by the total tons Collected of the MSW component by the total on-service cubic yards Collected to calculate a density for each of the streams and their components included in the audit.
>
> For example, if five (5) loads sampled weighed a total of 50 Tons and were Collected from 1,000 cubic yards on service, the average "material on service density" for this stream would be 100 lbs. per cubic yard. Cubic yards on service shall be calculated using actual route data (i.e. if one route sampled collected 100 3-yard bins, the yards on service for that route would be 300 cubic yards).

Exhibit N-4 includes an example of the waste characterization data collection sheet that shall be used during these waste characterization studies.

Reporting: Contractor shall submit a written report to the City annually beginning October 2019. The report will summarize the results of the characterization study, including a summary of all five (5) days of characterization results; the measured weights for each commodity or category; the percent of each commodity/category found in each sample and in aggregate; a description and photographs of the types of Residue materials found during the characterization study; the average on-service density for the materials sampled (i.e. load weights divided by yards serviced); and any other data requested by the City.

1d. Characterization Methodology for C&D Processing Facilities

Twice annually beginning July 2019 and January 2020, Contractor shall report facility-wide Diversion rates for all C&D Processing Facilities used by the Contractor. The Contractor shall provide facility-wide Diversion rate data and a written explanation, including calculations, of how the Diversion rate was calculated. The City may request source documentation supporting the facility-wide Diversion rate. Upon request by the City, the Contractor shall conduct a weight-based characterization study for materials Collected by Contractor in Tustin and delivered to the Contractor's C&D Processing Facility over the course of a five (5) day period. The Contractor shall manually sort the contents of each of the C&D loads originating in the City by commodity types (including, at a minimum, Wood, concrete, asphalt, drywall/gypsum, bricks, metals, dirt, Yard Trimmings, and grubbing material) and weigh the separated commodities to calculate the Diversion rate.

Reporting: Contractor shall submit a written report to the City semi-annually beginning October 2019. The report shall summarize the results of the characterization study,

including a roll-up of all five (5) days of characterization results; the measured weights for each commodity or category; the percent of each commodity/category found in each sample and in aggregate; a description and photographs of the types of Residue materials found during the characterization study; the average on-service density for the materials sampled (i.e. load weights divided by yards serviced); and any other data requested by the City. Upon approval by the City, the results of the characterization study shall be applied to the Tons delivered to the C&D Processing Facility and Tons of Residue delivered to the Landfill in subsequent monthly reports and shall be in effect until the results of the next characterization study are approved by the City.

2. On-site Field Container Contamination Audits

2a. Residential Curbside Field Contamination Audits

The following methodology shall be used to conduct on-site field Contamination audits of the following Residential curbside programs:

- Single-Stream Recycling
- Yard Trimmings/Wood
- Source-Separated Food Scraps (if directed by City)
- Co-collected Yard Trimmings and Food Scraps (if directed by City)
- MSW

Timing: On-site field Contamination audits shall be conducted two (2) times each calendar year for each of above-listed programs. The timing for when the field Contamination audits are conducted shall be staggered so that after two (2) years, one (1) field Contamination audit shall have taken place during each calendar quarter with the first audit occurring July 2019. For example, for contract year 2019/2020 (4/1/2019 – 3/31/2020), the Contractor shall conduct one field Contamination audit of each stream in April 2019 (Calendar Quarter 2) and October 2019 (Calendar Quarter 4). In Contract Year 2020/2021, the Contractor shall conduct one field Contamination audit of each stream in July 2020 (Calendar Quarter 3) and January 2021 (Calendar Quarter 1).

Methodology: Before the on-site field Contamination audits are conducted, the Contractor shall coordinate with the City to target specific Residential neighborhoods throughout the City. Each semi-annual on-site field Contamination audit shall target a minimum of two percent (2%) of the residences served by the Contractor in the City (approximately 250 accounts per audit) and shall take place over five (5) consecutive service days with each daily audit targeting a separate Residential route (e.g. approximately 50 accounts shall be audited per service day). The audits shall be conducted on all Containers placed at curbside by the resident for Collection (e.g. MSW, Recyclable Materials, and Yard Trimmings) before the Containers are Collected, in order to observe full Containers. Contractor shall open all bags encountered during the field audits. During the audits, the Contractor shall note all the following attributes on a City-approved data collection form (see Exhibit N-3 for an example of this form):

- Fullness of each of the Carts set out for Collection (percent full – by volume)
- Percentage, by volume, of observed Contamination in each of the Carts set out for Collection (i.e. MSW or Food Scraps in Containers for Recyclable Materials; Recyclable Materials, Food Scraps, and/or Yard Trimmings in MSW Container; Recyclable Materials or MSW in Yard Trimmings Container; Recyclable Materials and MSW in a Co-collected Yard Trimmings and Food Scraps Container)
- Participation of residents in co-collection program, if applicable (i.e. the presence of Food Scraps in Yard Trimmings/Food Scrap cart)

- Curbside placement rates (i.e. the absence of a Recyclable Materials or Yard Trimmings Container when an MSW Container is present at the curb)
- The presence of bagged materials in Recyclable Materials, Food Scrap and Yard Trimmings Containers
- Total weight of each Cart for at least 20% of those sampled (weigh using portable scale)

If there is observed Contamination in excess of ten percent (10%) in any Cart, the Contractor shall place a hang-tag on the Cart notifying the Customer of the Contamination incident and how to correct it. The City shall approve of the hang-tag before it is placed into use. The Contamination items and quantities shall be noted and photographed. The photo number and Contamination item(s) shall be noted in the field data collection sheet.

Reporting: Contractor shall submit a written report to the City semi-annually beginning in October 2019. The report will summarize the results of the monitoring program, the number of households monitored, the number of non-participants, Contamination incidents for each six-month period, the average fullness levels of each Residential component, the average weights of each component, the average observed Contamination levels for each component, specific Contaminants found in each component, photos supporting the findings, and an action plan to reduce Contamination if observed levels exceed ten percent (10%).

2b. Commercial/Multi-family In-Field Container Contamination Audits

The following methodology shall be used to conduct on-site field Contamination audits of the following Commercial and Multi-Family programs:

- Single-Stream and Single-Material Recyclables
- Source separated Food Scraps
- Yard Trimmings
- Co-collected Yard Trimmings and Food Scraps (if directed by City)
- MSW

Purpose: To quantify the volume of Divertable materials (i.e. Recyclable Materials, Yard Trimmings and Food Scraps) in Commercial MSW Containers in order to measure the efficacy of Source-Separated Recycling and Food Scrap Collection programs; and the data gathered from the on-site field Container Contamination audits will help the City to determine the following:

1) If there are Divertable materials still being deposited in the MSW Bins/Carts after a Single Stream and/or Single Material Recycling program and a Food Scrap Collection program have been implemented.

2) The levels of Contamination in Single-Stream Recycling and Food Scrap Collection Bins as well as in MSW Bins/Carts.
3) The types, weights, volumes, and densities of materials being placed into the MSW Bin/Cart after a Single Stream and/or Single Material Recycling program and a Food Scrap Collection program have been implemented.
4) Identify specific Customers where additional outreach, education and training is needed.

Timing: On-site field Contamination audits shall be conducted on an on-going basis and incorporated into the Recycling Coordinators' daily site work so that annually all Commercial and Multi-Family Customers in the City will receive at least two (2) field Contamination audits of all of the above-listed components. Audits shall commence in May 2019 and continue throughout the Term.

Methodology: Using a field data sheet collaboratively developed and approved of by the City, Contractor shall note the following attributes for all Bins and/or Carts present at each Customer:

- Capacity utilization (i.e. Bin/Cart percent full by volume)
- Percentage, by volume, of Recyclable Materials and Food Scraps found in each Bin/Cart
- Percentage, by volume, of MSW found in the Single Stream Recyclables and/or Food Scrap and/or Yard Trimmings Bin/Cart(s)
- Percentage, by volume, of Divertable Food Scraps and of Recyclable Materials found in the MSW Bin/Cart (percentage of each material)
- Percent fullness of each Bin/Cart associated with the account
- Serial numbers or bar code numbers on the Bins/Carts
- Weight of a minimum of ten percent (10%) of the Food Scrap Carts audited
- Date of site visit
- Photo number(s)
- Discrepancies between field inventories and account service database (i.e. what equipment the Customer has compared to what that Customer is being billed for)
- Any other notable observations.

The on-site field Contamination audits shall be conducted as close as possible to the regular Collection day and time for the Bins/Carts in order to obtain an accurate assessment of the Bin/Cart contents at the time of routine Collection. All field observations shall be photo-documented and photo numbers tracked on the field data collection sheet.

Reporting: Contamination field audit data shall be tracked in a shared document, updated daily and accessible at any time by both the City and the Contractor, via a cloud-based server such as Dropbox or Box.net. This field Contamination audit data shall be incorporated into the account interaction tracking document (Red Green

Tracking Spreadsheet) described in Attachment K. Twice annually, in October and in April, (beginning October 2019 and April 2020) the Contractor shall submit a summary report with all year-to-date data aggregated and analyzed. Key metrics in the report shall include:

- Average Bin/Cart capacity utilization by stream and component
- Average Contamination percentage levels, by volume, by stream, by component and by Contamination types
- Material densities by stream and by component, accounting for capacity utilization
- Any disparities between field observations and service discrepancies
- Photos and descriptions of common Contaminants encountered
- If Contamination exceeds ten percent (10%) by component, an action plan to reduce Contamination
- Actions taken to reduce Contamination during the reporting period
- Other notable data

3. Third-Party Assessment of Phase 1 and Phase 2 Performance Metrics

In order to determine whether Contractor has earned the Phase 1 and/or Phase 2 Extension Incentive(s) described in Article 6 of the Agreement, the City will utilize the assessments described below. A summary of the timing of Phase 1 and 2 are included below.

Phase 1 timing: As described in Article 6 of the Agreement, the Phase 1 implementation period will be between April 1, 2019 and March 31, 2022. The Phase 1 evaluation period will be between April 1 and June 30, 2022. The Contractor will be notified of its achievement of the Phase 1 metrics and if it achieved the 1-year extension on or before August 31, 2022.

Phase 2 timing: As described in Section 6 of the Agreement, Phase 2 will encompass April 1, 2022 through December 31, 2024. The Phase 2 evaluation period will be between January 1 and March 31, 2025. The Contractor will be notified of its achievement of the Phase 2 metrics and if it achieved the 1-year extension on or before May 1, 2025.

3.a. Assessment of Phase 1 Performance Metrics

1. **AB 341 Commercial and Multi-family Single Stream & Single Material Collection Program Implementation.**
    a. The City or its representative will conduct site surveys of all AB 341 accounts as determined by City in its sole discretion. The site surveys will

determine whether the programs are in place, whether the Customer is fully participating in the program, whether or not the program exceeds the maximum Contamination levels described in Attachment B, Section 3.3.4, and whether the Customer is in compliance with the requirements of AB 341. In order for a Customer's program to be found to be "fully implemented", Contractor must have completed all steps for program implementation listed in Section 3.3.4 of Attachment B to the satisfaction of City. In order to earn the Phase 1 one-year extension, Contractor must have "fully implemented" an AB 341 program at all Customers required to have a program as set forth in PRC Section 42649 *et seq*. Customers on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" shall not count against Contractor with regard to earning the Phase 1 Extension Incentive as described in Section 6.09 of the Agreement.

2. AB 1826 Food Scrap Program implementation

a. The City or its representative will conduct site surveys of all AB 1826 accounts, as determined by City in its sole discretion. The site surveys will determine whether the programs are in place, whether the Customer is fully participating in the program, whether or not the program exceeds the maximum Contamination levels described in Attachment B, Section 3.3.4, and whether the Customer is in compliance with the requirements of AB 1826. In order for a Customer's program to be found to be "fully implemented", Contractor must have completed all steps for program implementation listed in Section 3.3.4 of Attachment B to the satisfaction of City. In order to earn the Phase 1 one-year extension, Contractor must have "fully implemented" an AB 1826 program at all Customers required to have a program as set forth in PRC Section 42649.8 *et seq*. Customers on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" shall not count against Contractor with regard to earning the Phase 1 Extension Incentive as described in Section 6.09 of the Agreement.

Note: In order to earn the Phase 1 Extension, Contractor must have completed all the implementation steps contained in Section 3.3.4 of Attachment B. The City will be monitoring results of the characterizations and the audits to determine the levels of Contamination in Single Stream Recyclable Materials, Single Material Recyclables and Food Scraps. If Contractor fails to achieve the Contamination limits contained in Attachment B, Section 3.3.4, (ix) Contractor must be working with the business owners, managers and employees to re-train, troubleshoot and otherwise provide technical assistance to reduce the Contamination. Those efforts are required in order to earn the Phase 1 Extension. However, failure to actually achieve the Contamination limits at 100% of all AB 341 and AB 1826 Customers is not required in order to earn the Phase 1 Extension, and will not count against Contractor for purposes of

earning the Phase 1 Extension. Achievement of the Contamination limits is required in order for Contractor to earn the Phase 2 Extension (see Section 3.b.2 below).

3.b. Assessment of Phase 2 Performance Metrics

1. **SB 1383 Multi-Family Food Scrap Collection Program implementation**
   a. PRC Section 42652 *et seq.* requires Collection of Food Scraps, Yard Trimmings and Wood from all Multi-Family complexes on or before January 1, 2022. For purposes of the Phase 2 one (1) year extension, Contractor will be evaluated on the Food Scrap Collection program at Multi-Family complexes and not the Yard Trimmings/Wood Collection program. [Note: Contractor's achievement of the Phase 2 metrics does not include Yard Trimmings and Wood as the handling and disposition of these materials will likely be done partially or completely by third party landscapers and gardeners, over whom Contractor has no control. In the event City directs implementation of a Multi-Family co-collected Food Scrap and Yard Trimmings/Wood program, Contractor shall only be evaluated on Contractor's implementation of the Multi-Family Food Scrap Collection portion of the program and not implementation of the Yard Trimmings/Wood program. However, the Contamination caps described in Section 3.3.4 of Attachment B will still apply in order for a Food Scrap Collection program or a Food Scrap and Yard Trimmings/Wood co-collection program to be considered "fully implemented" at a Multi-Family complex. The Container Contamination caps are: ten percent (10%) Contamination in Single Stream Recyclable Materials Containers, ten percent (10%) in Food Scraps Containers or co-collected Food Scraps and Yard Trimmings/Wood Containers and twenty-percent (20%) in MSW Containers.] The City or its representative will conduct site surveys of all Multi-Family Customers as determined by City in its sole discretion. The site surveys will determine whether the Food Scrap Collection program (or co-collected Food Scrap and Yard Trimmings/Wood program) is in place, whether the Customer is fully participating in the program, and whether or not the program exceeds the maximum Contamination levels described in Attachment B, Section 3.3.4. In order for a Customer's program to be found to be "fully implemented", Contractor must have completed all steps for Food Scrap program implementation listed in Section 3.3.4 of Attachment B to the satisfaction of City. In order to earn the Phase 2 one-year extension, Contractor must have "fully implemented" a Multi-Family Food Scrap Collection program (or a co-collected Food Scraps and Yard Trimmings/Wood program) at all Multi-Family complexes in City. Customers on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" shall not count against Contractor with regard to earning the Phase 2 Extension Incentive as described in Section 6.09 of the Agreement.

2. Achievement of Contamination Caps for Residential, Commercial and Business Establishments, Multi-Family, Gated Developments, HOA's and Mobile Home Parks

a. After the conclusion of the Phase 2 implementation period (December 31, 2024), using the protocols included in Subparts 1a, 1b and 1c of this Attachment N, the Contractor will conduct special weight-based characterization studies (in addition to the regular recurring characterizations) of the following materials streams and components to determine the level of Contamination and whether Contractor has met the Contamination caps required for the Phase 2 Extension Incentive. The special characterization studies shall be conducted by Contractor during January 2025. The Phase 2 Contamination caps (maximum allowed Contamination) from Attachment B, Section 3.3.4 are included below for each stream:

i. Residential Stream (Including individual Cart service at Gated Developments, HOA's and Mobile Home Parks)
   1. For Curbside Single Stream Recyclable Materials component Phase 2 Contamination Maximum: 10%
   2. For Curbside MSW component Phase 2 Contamination Maximum: 20% (10% Recyclable Materials and 10% Food Scraps)
   3. For Curbside Food Scraps component (if directed by the City) Phase 2 Contamination Maximum: 10%
   4. OR For Curbside Co-collected Yard Trimmings and Food Scraps component Phase 2 Contamination Maximum: 10%

ii. Multi-Family Stream (including Gated Developments, HOA's, and Mobile Home Parks with centralized Bin/Cart/Compactor service)
   1. Single-stream and Single-Material Recyclable Materials component Phase 2 Contamination Maximum: 10%
   2. MSW component Phase 2 Contamination Maximum: 20% (10% Recyclable Materials and 10% Food Scraps)
   3. Food Scraps component Phase 2 Contamination Maximum: 10%
   4. OR Co-collected Yard Trimmings and Food Scraps component (if directed by the City) Phase 2 Contamination Maximum: 10%

iii. Commercial and Business Establishments Stream
   1. Single-Stream and Single-Material Recyclable Materials component Phase 2 Contamination Maximum: 10%
   2. MSW component Phase 2 Contamination Maximum: 20% (10% Recyclable Materials and 10% Food Scraps)
   3. Food Scraps component Phase 2 Contamination Maximum: 10%

4. OR Co-collected Yard Trimmings and Food Scraps component (if directed by the City) Phase 2 Contamination Maximum: 10%

b. The City or its representative will be present for these characterization studies to verify that the Contractor has met the Contamination cap requirements for the Phase 2 Extension Incentive. Contractor will submit the results of the January 2025 special characterizations by February 14, 2025. City will notify Contractor of its decision about which Contamination caps have been achieved and which, if any, have not been met, on or before February 21, 2025.

c. If Contractor has failed to meet the any of the Contamination caps required to earn the Phase 2 Extension Incentive the following process shall be followed. There is a total of nine (9) Contamination caps as listed above. For any component where the characterization study showed that the Contamination cap was exceeded, the Contractor may, at Contractor's sole expense, conduct one (1) additional characterization study for each of the failed components. All subsequent characterization studies for those component(s) exceeding the Contamination cap(s) must be completed on or before March 15, 2025 and the results submitted to City on or before March 25, 2025. Example: The Contractor completed its characterization of the Multi-Family stream, Food Scrap component, on January 15, 2025 and found a thirteen percent (13%) Contamination rate. The Contractor could conduct another characterization study of the Multi-Family stream, Food Scrap component on or before March 15, 2025 and submit the results on or before March 25, 2025.

3. Continued Full Implementation of AB 341 and AB 1826 Programs

a. In order to earn the Phase 2 Extension Incentive, Contractor must have continued full implementation of all AB 341 and AB 1826 programs at one-hundred percent (100%) of Customers required to participate in said programs, as described in Article 6 and in this Attachment N above under Phase 1.

i. Continued Full Implementation of AB 341 Recycling Programs. The City or its representative will conduct site surveys of all Customers required to participate in an AB 341 Single Stream and/or Single Material Recycling program as determined by City in it's sole discretion. The site surveys will determine whether the programs are in place, whether the Customer is fully participating in the program, whether or not the program meets the maximum Contamination levels (caps) described in Attachment B, Section 3.3.4, and whether the Customer is in compliance with the requirements of AB 341. In order for a Customer's program to be found to be "fully implemented", Contractor must have completed all steps for program implementation listed in Section 3.3.4 of Attachment B to the satisfaction of City. In order to earn the Phase

2 Extension Incentive, Contractor must have continued "full implementation" of an AB 341 program at all Customers required to have a program as set forth in PRC Section 42649 *et seq.* Customers on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" shall not count against Contractor with regard to earning the Phase 2 Extension Incentive as described in Section 6.09 of the Agreement.

ii. Continued Full Implementation of AB 1826 Food Scrap Programs. The City or its representative will conduct site surveys of all Customers required to participate in an AB 1826 Food Scrap program, as determined by City in its sole discretion. The site surveys will determine whether the programs are in place, whether the Customer is fully participating in the program, whether or not the program meets the maximum Contamination levels (caps) described in Attachment B, Section 3.3.4, and whether the Customer is in compliance with the requirements of AB 1826. In order for a Customer's program to be found to be "fully implemented", Contractor must have completed all steps for program implementation listed in Section 3.3.4 of Attachment B to the satisfaction of City. In order to earn the Phase 2 Extension Incentive, Contractor must have continued "full implementation" of an AB 1826 program at all Customers required to have a program as set forth in PRC Section 42649.8 *et seq*. Customers on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" shall not count against Contractor with regard to earning the Phase 2 Extension Incentive as described in Section 6.09 of the Agreement.

Processing Facility Characterizations and Onsite Field Container Contamination Audit Protocols

Exhibit N-1: Sample Schedule of Characterization Studies to be Conducted During the Course of the Contract

Contract Year→		YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10
Calendar Years* → / Stream, Component ↓		19/20	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29
RESIDENTIAL	SS/SM RECYC	7/19, 1/20	4/20, 10/20	7/21, 1/22	4/22, 10/22	7/23, 1/24	4/24, 10/24	7/25, 1/26	4/26, 10/26	7/27, 1/28	4/28, 10/28
	YT	9/19, 3/20	6/20, 12/20	9/21, 3/21	6/22, 12/22	9/23, 3/24	6/24, 12/24	9/25, 3/26	6/26, 12/26	9/27, 3/28	6/28, 12/29
	YT/FS⬩	9/19, 3/20	6/20, 12/20	9/21, 3/21	6/22, 12/22	9/23, 3/24	6/24, 12/24	9/25, 3/26	6/26, 12/26	9/27, 3/28	6/28, 12/29
	MSW	6/19	9/20	12/21	2/22	6/23	9/24	12/25	2/26	6/27	9/28
COMMERCIAL	SS/SM RECYC	7/19, 1/20	4/20, 10/20	7/21, 1/22	4/22, 10/22	7/23, 1/24	4/24, 10/24	7/25, 1/26	4/26, 10/26	7/27, 1/28	4/28, 10/28
	FS	9/19, 3/20	6/20, 12/20	9/21, 3/21	6/22, 12/22	9/23, 3/24	6/24, 12/24	9/25, 3/26	6/26, 12/26	9/27, 3/28	6/28, 12/29
	YT	9/19, 3/20	6/20, 12/20	9/21, 3/21	6/22, 12/22	9/23, 3/24	6/24, 12/24	9/25, 3/26	6/26, 12/26	9/27, 3/28	6/28, 12/29
	FS/YT⬩	9/19, 3/20	6/20, 12/20	9/21, 3/21	6/22, 12/22	9/23, 3/24	6/24, 12/24	9/25, 3/26	6/26, 12/26	9/27, 3/28	6/28, 12/29
	MSW	6/19	9/20	12/21	2/22	6/23	9/24	12/25	2/26	6/27	9/28

Key
SS = Source-Separated Recyclable Materials
SM = Single-Materials Recyclable Materials
YT = Yard Trimmings
YT/FS = Co-collected Yard Trimmings and Food Scraps
MSW = Municipal Solid Waste
*For the purposes of this table, calendar years begin April 1 and end March 31
⬩ Symbol indicates that these programs will be characterized if directed by the City

Processing Facility Characterizations and Onsite Field Container Contamination Audit Protocols

Exhibit N-2: Characterization Form for Single-Stream/Single-Material Being Delivered to Clean MRF

City				
Day				
Date				
Time				
Route				
Origin				
Truck Number				
Total Sample Weight				
Total Load Weight				
	A	**B**	**C**	**D**
	Total Weight	Container Weight	Net Weight *(A-B=C)*	Percentage
Aluminum			-	
Tin			-	
PET (#1)			-	
HDPE (#2)			-	
Mixed Plastic (3-7)			-	
Glass			-	
Newspaper			-	
Mixed Paper			-	
Cardboard			-	
Metal			-	
Textiles			-	
Film Plastic			-	
Total Recyclables	-		-	
Residue			-	
Total	-		-	
Load Diversion Percentage				
Notes:				

Processing Facility Characterizations and Onsite Field Container Contamination Audit Protocols

Exhibit N-3: Characterization Form for Food Scraps and Yard Trimmings/Wood Being Delivered to Processing Facility

City				
Day				
Date				
Time				
Route				
Origin				
Truck Number				
Total Sample Weight				
Total Load Weight				
	A	**B**	**C**	**D**
	Total Weight	Container Weight	Net Weight *(A-B=C)*	Percentage
Category 1: Food Scraps				
Category 1: Yard Trimmings				
Category 1: Food Soiled Paper				
Total Category 1 Organics				
Category 2: MSW Items				-
Category 2: Recyclable Items				-
Total Category 2 Contamination				
Total (Cat 1 + Cat 2)	-		-	-
Load Diversion Percentage				-
Notes / Notas:				

Processing Facility Characterizations and Onsite Field Container Contamination Audit Protocols

Exhibit N-4: Characterization Form for MSW

City				
Day				
Date				
Time				
Route				
Origin				
Truck Number				
Total Sample Weight				
Total Load Weight				
	A	**B**	**C**	**D**
	Total Weight	Container Weight	Net Weight *(A-B=C)*	Percentage
Category 1: Food Scraps				
Category 1: Yard Trimmings				
Category 1: Food Soiled Paper				
Total Category 1 Organics				
Category 2: Recyclable Fibers				
Category 2: Recyclable Plastics				
Category 2: Recyclable Metals				
Category 2: Recyclable Glass				
Total Category 2 Recyclables				
Total Category 3 MSW				
Total (Cat 1 + Cat 2 + Cat 3)	-		-	-
Load Recoverability Percentage				-
Notes:				

Request for Proposals for the City of Tustin

PROPOSAL FORM 15
DESCRIPTION OF MATERIAL RECOVERY PROCESSING FACILITY(IES) – CLEAN MRF

Commingled Recyclables

Material Recovery Facility proposed to be used to process Single Material Separated Recyclable Materials and Single Stream Recyclable Materials

The following facility is owned and operated by CR&R Incorporated:

Name & Location of Facility
CR&R Intermediate Processing Center (Western Ave Clean MRF)
11291 Western Avenue
Stanton, CA 90680

Contact: Bob Williams, Recycling Manager, 714.890.6300, ext. 2267

Material to Be Processed:

All Single Stream and Single material source separated recyclables

Waste Stream Origination:

- Residential Commingled Recyclable Cart
- Commercial Commingled and Single Stream Recycling Bins and Carts
- Source Separated Recyclables from Roll-offs and Roll-off Compactors

Available, uncommitted processing capacity in Tons Per Day and Facilities Total permitted Capacity in tons per day:

Unlimited volume by regulation

The facility currently operates with 2 shifts per day and has been as high as three shifts per day with prior sort lines. The facility has been expanded to three lines and added sorters capable of 25 to 30 tons per hour.

2 shifts: 450-500 tpd

3 shifts: 700-720 tpd

This facility currently processes all single material and single stream recyclables collected from the City of Tustin and has capacity for future expanded recycling program implementation as well as growth from development.

Current capacity reserved for Tustin: 7,000 tons per year

Permits: Per Section 6.02, copies of all permits will be submitted to the City by April 1, 2019.

Additional Recyclable Processing Facility:

South Orange County MRF and Transfer Station
31641 Ortega Highway
San Juan Capistrano, Ca.
Built in 2007

Contact: Bob Williams, 714-890.6300

This facility processes and transfers all source-separated recyclable materials and does not have a limited capacity.

Current capacity reserved for Tustin: 7,000 tons per year.

The facility has a single sort line for processing.

Currently there are no existing customers.

PROPOSAL FORM 15
DESCRIPTION OF MATERIAL RECOVERY PROCESSING FACILITY(IES) – CLEAN MRF

Transfer Facilities Used for Recyclable Materials Handling

With direct hauling of MSW to the local Orange County Landfill system, there will not be a need to utilize CR&R's exclusive transfer facilities; such as CRT in Stanton for any MSW materials.

Residual (non-recyclable) material hauling from the Clean Material Recovery Facilities utilized for the City of Tustin will utilize transfer trailers from each MRF.

Request for Proposals for the City of Tustin

PROPOSAL FORM 15
DESCRIPTION OF MATERIAL RECOVERY PROCESSING FACILITY(IES) – CLEAN MRF

Summary Table of Inbound Tons (May 2018)

CR&R Intermediate Processing Center (Western Ave Clean MRF)

CITY	INBOUND POUNDS	INBOUND TONS	Total Rec'd
EL CENTRO	396,220	198.11	
LAGUNA HILLS	266,605	133.30	266.605
NEWPORT BEACH	908,960	454.48	
SIGNAL HILL	182,760	91.38	
NEWPORT COAST	306,780	153.39	
ALISO VIEJO	294,466	147.23	294.466
PHELAN	105,020	52.51	
LA PALMA	175,760	87.88	
ORANGE	2,174,640	1087.32	
LA MIRADA	708,560	354.28	
BELLFLOWER	709,300	354.65	
LAKE FORREST	1,247,780	623.89	
RANCHO SANTA MARGARITA	324,585	162.29	324.585
LAKEWOOD	1,165,980	582.99	
COLTON	409,740	204.87	
TUSTIN	504,420	252.21	
SAN JUAN CAPISTRANO	433,287	216.64	433.287
DANA POINT	351,992	176.00	351.992
SAN CLEMENTE	606,723	303.36	606.723
LAGUNA NIGUEL	504,462	252.23	504.462
BLYTHE	36,980	18.49	
ARTESIA	222,200	111.10	
LA HABRA	555,610	277.81	
CYPRESS	568,580	284.29	
LEISURE WORLD	175,380	87.69	
CERRITOS	617,400	308.70	
NORWALK	123,920	61.96	
LOS ANGELS	687,240	343.62	
SANTA FE SPRINGS	42,780	21.39	
MIDWAY CITY	1,193,960	596.98	
TOTAL	16,002,090	8,001.05	

Request for Proposals for the City of Tustin

PROPOSAL FORM 17
DESCRIPTION OF FOOD SCRAP PROCESSING FACILITY(IES) – BIOENGINEERED FEEDSTOCK

Name & Location of Facility:

Puente Hills Material Recovery Facility (PHMRF)
13130 Crossroads Pkwy. South, City of Industry, CA 91746

Contact: Mr. Mark Revilla, 562-699-7411

Material to Be Processed:
Source separated food scraps

Waste Stream Origination:
Residential food scraps
Commercial/Multi-family food scraps

Available, uncommitted processing capacity in Tons Per Day and Facilities Total permitted Capacity in tons per day:

The Puente Hills Material Recovery Facility has the capacity to process approximately 165 tons per day of Food Scraps. It is currently processing approximately 40 tons per day of Food Scraps.

Source separated food scraps collected from customers would be received at CRT located 11232 Knott Ave in the City of Stanton. The material would be subsequently transferred to LA County Sanitation Puente Hills Material Recovery Facility (PHMRF) located at 13130 Crossroads Pkwy South, City of Industry, CA. The Material Recovery facility accepts food scraps for bioengineering feedstock into their waste water treatment operation in Carson, CA.

Request for Proposals for the City of Tustin

PROPOSAL FORM 17
DESCRIPTION OF FOOD SCRAP PROCESSING FACILITY(IES) – BIOENGINEERED FEEDSTOCK

The Los Angeles County Sanitation District offers a put or pay agreement, where the hauler will commitment to bring a specific amount of food scrap material in return for the reserve of that capacity and negotiated rate. CR&R will seek to enter into such an agreement with the County if the City of Tustin decides to implement this type of processing. We have obtained a letter from Puente Hills Material Recovery Facility (PHMRF), and an example of their agreement.

Enclosed is a letter from PHMRF providing additional details about the program, the waste water treatment plant, and management of residuals. A copy of the agreement is included in the Appendix.

Request for Proposals for the City of Tustin

PROPOSAL FORM 17
DESCRIPTION OF FOOD SCRAP PROCESSING FACILITY(IES) – BIOENGINEERED FEEDSTOCK

COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
Telephone: (562) 699-7411, FAX: (562) 699-5422
www.lacsd.org

GRACE ROBINSON HYDE
Chief Engineer and General Manager

Mr. Jay Fowler,

Below is our proposal for processing Bioengineered Feedstock. The Puente Hills Materials Recovery Facility (PHMRF) process all food wastes/scrap on one (1) receiving floor, at a processing rate of 15 tons/hour.

Proposal Form 17 – Processing Facilities for Bioengineered Feedstock

The County Sanitation Districts of Los Angeles County (Districts) operate regional solid waste and wastewater facilities. The Districts processes Food Scraps into Bioengineered Feedstock at the Puente Hills Materials Recovery Facility (PHMRF). The facility information for the PHMRF is as follows:

Puente Hills MRF
Mr. Mark Revilla
13130 Crossroads Pkwy. South, City of Industry, CA 91746
The PHMRF has the capacity to process approximately 165 tons per day of Food Scraps. It is currently processing approximately 40 tons per day of Food Scraps.

At the PHMRF, loads of source separated Food Scraps are received in the food waste receiving bay that is designed to collect and reuse any free liquid that may be present in the trucks when they dump the Food Scraps. The Food Scraps are visually inspected and unacceptable contaminants such as ropes, straps and table cloths are manually removed and disposed of in a landfill. A front end loader then loads the Food Scraps into a Doda Bioseparator (Doda). The Doda has two sets of hammer mills and screens. The hammer mills pulverize the Food Scraps. Contaminants such as Food Soiled Paper (including produce boxes) and plastic bags retained by the screens are automatically separated and then disposed of in a landfill. Some water is added to the pulverized Food Scraps to make it into a pumpable slurry (Bioengineered Feedstock), which has a solids content of approximately 14 percent. The source of the water is free liquid collected from the food waste receiving bay and recycled water from the San Jose Creek Water Reclamation Plant. The Bioengineered Feedstock is then pumped into holding tanks. Pumps are used to transfer the Bioengineered Feedstock from the holding tanks to tanker trucks. The tanker trucks deliver the Bioengineered Feedstock to the Districts' Joint Water Pollution Control Plant (JWPCP) in the City of Carson. The facility information for JWPCP is as follows:

Joint Water Pollution Control Plant
Mr. Ken Rademacher
24501 S Figueroa St., Carson, CA 90745.

JWPCP is full scale secondary wastewater treatment plant. This facility has a maximum permitted treatment capacity of 400 million gallons of wastewater per day (MGD) and currently receives approximately 260 MGD. It has the capacity to receive approximately 675 tons per day of Bioengineered

DOC # 4612780

Request for Proposals for the City of Tustin

PROPOSAL FORM 17
DESCRIPTION OF FOOD SCRAP PROCESSING FACILITY(IES) – BIOENGINEERED FEEDSTOCK

Feedstock, which is approximately 160,000 gallons per day of Bioengineered Feedstock, or 500 tons per day of Food Scraps. JWPCP currently receives approximately 85 tons per day of Bioengineered Feedstock, or 63 tons per day of Food Scraps.

The Bioengineered Feedstock is currently introduced into the headworks of the JWPCP. The Districts are currently designing a Bioengineered Feedstock receiving station so that the material can be directly fed into the digesters. The Bioengineered Feedstock is co-digested with the biosolids from the wastewater. There are three byproducts from the digestion process as described below:

Liquid By-products
All liquid is reintroduced back into the plant for treatment

Gas By-products
A natural by-product of the anaerobic digestion process is the production of methane. JWPCP has a 20 MW power plant that runs on methane from the digestion process. In anticipation of additional methane production from more Bioengineered Feedstock that will exceed the capacity of the power plant, the Districts are currently in design for a biogas conditioning system that will clean up the digester gas to a level where it can be used as vehicle fuel in place of compressed natural gas (CNG). There is a public use CNG facility at the JWPCP. The proceeds from the sale of the CNG and associated incentives will be used to keep Food Scrap tipping fees as low as possible.

Solid By-products. The biosolids from JWPCP are sent off-site to a number of locations. Currently, approximately 90 percent of the biosolids are diverted and only 10 percent are disposed. By 2020, no biosolids will be disposed. Current biosolids management facilities are listed below:

Composting
- Tulare Lake Compost (Districts' facility); 34318 23rd Avenue, Kings County CA 93239
- Inland Empire Regional Composting Facility (Districts' & IEUA facility); 12645 6th St., Rancho Cucamonga CA 91739
- Nursery Products Hawes Composting Facility (via Synagro); 14479 Cougar Rd., Helendale CA 92342
- South Kern Compost Manufacturing Facility (via Synagro); 2653 Santiago Road, Taft CA 93268
- Liberty Composting (via Liberty Composting Inc.); 12421 Holloway Rd., Lost Hills CA 93249

Class B Biosolids Land Application
- Desert Ridge Farms (via Denali Water Solutions LLC); Yuma County AZ Township 10S, Range 23W

Landfill
- Holloway Landfill (via Holloway Environmental); 13850 Holloway Rd., Lost Hills CA 93249

Should you have any questions, please call Matt Zuro at (562) 908-4288 ext. 6055

DOC # 4612780

Request for Proposals for the City of Tustin

PROPOSAL FORM 16
DESCRIPTION OF FOOD SCRAP AND/OR YARD TRIMMINGS AND/OR CO-COLLECTED YARD TRIMMINGS AND FOOD SCRAPS PROCESSING FACILITY(IES) TO BE USED – COMPOSTING FACILITY

Green Waste / Organic Materials

The following facilities are owned and operated by CR&R Incorporated:

Name & Location of Facility:
CR&R South County Organics Composting
Adjacent to 31641 Ortega Hwy, San Juan Capistrano, CA

This facility is permitted for 12,500 cubic yards of compost at any one time and is currently inspected and permitted with the County of Orange.
Products are presold to such companies as Kellogg's and Scott's.

Contact: Baltazar Zavala, Operations Manager, 949.289.4009 Cell

Material to Be Processed:
Source separated yard trimmings

Waste Stream Origination:
Residential Yard Trimmings
Commercial/Multi-family yard trimmings

Available, uncommitted processing capacity in Tons Per Day and Facilities Total permitted Capacity in tons per day:
This facility currently processes all yard trimmings collected from the City of Tustin and has capacity for future expanded recycling program implementation as well as commercial growth.

Current capacity reserved for Tustin: 5,800 tons per year

Request for Proposals for the City of Tustin

PROPOSAL FORM 16
DESCRIPTION OF FOOD SCRAP AND/OR YARD TRIMMINGS AND/OR CO-COLLECTED YARD TRIMMINGS AND FOOD SCRAPS PROCESSING FACILITY(IES) TO BE USED – COMPOSTING FACILITY

Permits: Per Section 6.02, copies of all permits will be submitted to the City by April 1, 2019.

Equipment: Wheel loaders Catepillar, 966 Vermeer- windrow turner, Vermeer trommel

Name & Location of Facility:
Lakeview
18420 Bridge Street
Lakeview, CA

Contact: Mike Silva, 714-883-3777

Material to Be Processed:
Source separated yard trimmings

Waste Stream Origination:
Residential Yard Trimmings
Commercial/Multi-family yard trimmings

Current capacity reserved for Tustin: 5,800 tons per year

The 200 acre Lakeview site is located at 18240 Bridge Street in the community of Lakeview, California. The facility is located just north of Ramona Expressway and south of Gilman Springs Road. The Facility is designed to handle up to 130,000 cubic yards of stabilized soil amendment/compost generated from the Anaerobic Digestion (AD) Facility located at CR&R's facility in Perris, California. Other organic products will also be added to the mix within a few months.

Request for Proposals for the City of Tustin

PROPOSAL FORM 16
DESCRIPTION OF FOOD SCRAP AND/OR YARD TRIMMINGS AND/OR CO-COLLECTED YARD TRIMMINGS AND FOOD SCRAPS PROCESSING FACILITY(IES) TO BE USED – COMPOSTING FACILITY

The Lakeview facility anticipates an increase from the existing Registration Tier Permit level (12,500 cubic yard) of compost operation to a Regional Composting Facility that will handle up to 130,000 tons per year of the stabilized material generated by the AD Facility and curbside programs. These materials will be screened, fully cured, and dried at the Lakeview site. In addition, the material may be blended and mixed with other agricultural materials prior to shipment to the final market place. Material delivered to the site from the AD facility will be on site an average of 30 days.

CR&R is currently conducting a research compost project at the at the Lakeview site utilizing residuals (AD soil products) from the AD In-Vessel facility in Perris derived from the composted green waste and food waste. The work includes researching various methods of composting, blending, and screening of the AD soil products to produce value added soil products. Research on various methods of composting may include alternate windrow turning intervals, variation of moisture levels, moisture maintenance with and blending with green waste compost, use of biochar, and composted liquid. Research on screening techniques may include testing different screening apparatus (i.e. trommel screen, deck screen, and star screens) to evaluate optimal configurations and settings to produce commercially viable soil products. CR&R's objectives for the research project are to develop cost effective methods of composting and screening to maximize the market value of its AD soil products.

Name & Location of Facility:

The following facilities are owned and operated by CR&R Incorporated:

South Yuma County Landfill
19536 South Avenue 1E
Yuma, AZ. 85365

Request for Proposals for the City of Tustin

PROPOSAL FORM 16
DESCRIPTION OF FOOD SCRAP AND/OR YARD TRIMMINGS AND/OR CO-COLLECTED YARD TRIMMINGS AND FOOD SCRAPS PROCESSING FACILITY(IES) TO BE USED – COMPOSTING FACILITY

Contact: William Hunter, Manager, 928 341-9300

This is a fully permitted 30 acre site on the South Yuma County Landfill. This facility currently composts organics collected in the Yuma County, Arizona and Imperial County of California.

Capacity in tons per day: Unlimited capacity. No tonnage restriction on Tustin amounts.

Material to Be Processed:
Co-collected yard trimmings and food scraps
Food scrap

Current capacity reserved for Tustin: 10,700 tons per year

Equipment: Wheel loaders Catepillar, 966 Vermeer- windrow turner, Vermeer trommel

Alternative Facilities:
The following facilities are owned and operated by CR&R Incorporated:

Name & Location of Facility:
Sage Ranch
Temecula, CA.

A second Riverside County Compost operation, referred to as Sage Ranch, is located easterly of the City of Temecula on a 1,000 acre olive ranch. This site will be a Registration Tier Permit level (12,500 cubic yards at any one time) compost operation and receive materials from

PROPOSAL FORM 16
DESCRIPTION OF FOOD SCRAP AND/OR YARD TRIMMINGS AND/OR CO-COLLECTED YARD TRIMMINGS AND FOOD SCRAPS PROCESSING FACILITY(IES) TO BE USED – COMPOSTING FACILITY

Southern California municipalities, as well as the Perris AD facility for drying only. The materials will be screened, fully cured, and dried at the site prior to shipping to markets.

The work at the site will include various methods of composting, blending, and screening of the AD soil products to produce value added soil products. Various methods of composting may include alternate windrow turning intervals, variation of moisture levels, and moisture maintenance with blending with green waste compost. Screening techniques may include different screening apparatus (i.e., trommel screen, deck screen and star screens) to evaluate optional configurations and settings to produce commercially viable soil products.

Request for Proposals for the City of Tustin

PROPOSAL FORM 18
DESCRIPTION OF FOOD SCRAP AND/OR YARD TRIMMINGS AND/OR CO-COLLECTED YARD TRIMMINGS AND FOOD SCRAPS PROCESING FACILITY(IES) TO BE USED – ANAEROBIC DIGESTION

CR&R Anaerobic Digestion

The following facility is owned and operated by CR&R Incorporated:

Name & Location of Facility

Perris Anaerobic Digestion Facility

1706 Goetz Road

Perris, CA 92570

Manager contact: Mike Silva, Vice President, 714-883-3777

Material to Be Processed:

- Source separated yard trimmings
- Co-collected yard trimmings and food scraps

Small pieces of food soiled paper are acceptable in the material stream. In addition, the facility can also accept organics liquids such as cheese whey, fats, oils and grease (FOG). Food soiled paper is not considered contamination.

Waste Stream Origination:

- Residential Yard Trimmings, co-collected yard trimmings and food scraps
- Commercial/Multi-family yard trimmings, co-collected yard trimmings and food scraps

Available, uncommitted processing capacity in Tons Per Day and Facilities Total permitted Capacity in tons per day:

CR&R has completed two of the permitted four phase project which accepts 160 tons per day per Phase of construction. Although sold out for the first two phases, current capacity for

Request for Proposals for the City of Tustin

PROPOSAL FORM 18
DESCRIPTION OF FOOD SCRAP AND/OR YARD TRIMMINGS AND/OR CO-COLLECTED YARD TRIMMINGS AND FOOD SCRAPS PROCESING FACILITY(IES) TO BE USED – ANAEROBIC DIGESTION

Tustin is reserved in Phase Two as well as for program sales and organics expansion into Phase Three, scheduled for completion in approximately 12 months.

Capacity Reserved for Tustin: 10,700 tons per year

Anaerobic Digestion Process

CR&R Environmental Services has invested in an advanced technology known as Anaerobic Digestion (AD), capable of powering its natural gas fleet with 100% Renewable Natural Gas (RNG) created from organic waste. Our state-of-the-art processing facility located in Perris, California, accepts organic waste producing "biogas", which is then upgraded and converted into a RNG used by our fleet of trucks servicing Southern California.

Anaerobic Digestion is a series of biological processes in which microorganisms break down biodegradable material – such as food waste, green waste, fats, oils, and greases – in the absence of oxygen. One of the end products is biogas, which can be combusted to generate electricity or processed into RNG. The separated Compost is utilized as a fertilizer.

Food soiled paper is typically incidental and small pieces are shredded and processed with the other organic material.

Digestate / Byproduct marketing:

The Perris Anaerobic Digestion Facility operates at the thermophyllic temperature of 130 degrees Fahrenheit unlike most other digesters. This temperature and 21 day hydraulic residence time does not create so-called digestate and instead creates Title 14 Compost. Both the solids and liquids are tested monthly and have always passed both the pathogen and metals testing standards.

The solids are currently dried and cured at CR&R's Lakeview Composting facility in San Jacinto. After a few days of drying, the solid material is screened for size and sold in bulk

wholesale to either Scott's Fertilizer or Kellogg's Fertilizer. Scott's and Kellogg's are by far the two largest and most sophisticated retailers of high quality compost in Southern California.

The liquids are currently being used as a fertilizer at the Scotts Dairy in San Jacinto. Depending on how much material is being re-circulated in the anaerobic digestion facility, the volumes of liquids are quite variable. In fact, some months nothing is generated for sale. Scotts Dairy uses it on their alfalfa crops.

CR&R is continually investigating additional processing equipment to innovatively increase the value and markets for both materials. Since commencing commercial operations in late 2016, 100% of all materials have been used and nothing has been landfilled or used for land application.

Transfer Facility

With the use of the CR&R Anaerobic Digestion Facility for organic materials, CR&R can utilize the Newport Beach Transfer Station for deliveries to the Perris Plant. This facility currently has 180 tons per day of unused capacity assuring the City of Tustin ample space for many years in the future. In addition, should there be a need for an alternate transfer facility, the CRT Transfer in Stanton, as well as the South County Transfer Station outside of San Juan Capistrano are also available.

Benefits of AD Process and Renewable Natural Gas (RNG)

Renewable Natural Gas, or RNG for short, is a fuel that is made from the natural break down of "fresh" organic material, like grass, leaves and food waste. CR&R produces RNG fuel from the organic waste that we collect from our cities at our regional anaerobic digestion facility in Perris, California.

RNG has many environmental advantages over conventional fossil based fuels like diesel such as the following:

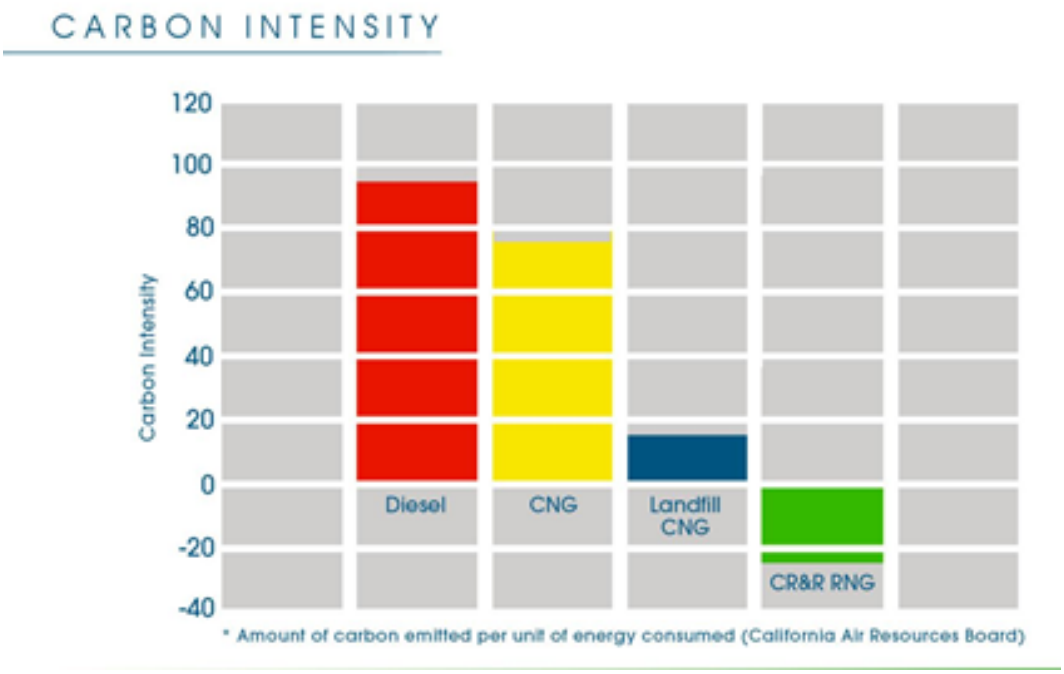
PROPOSAL FORM 18
DESCRIPTION OF FOOD SCRAP AND/OR YARD TRIMMINGS AND/OR CO-COLLECTED YARD TRIMMINGS AND FOOD SCRAPS PROCESING FACILITY(IES) TO BE USED – ANAEROBIC DIGESTION

- RNG is a “drop in” replacement fuel for Compressed Natural Gas (CNG), meaning it can be used in engines that run on CNG fuel, like trash trucks and buses, without any modification.
- Conventional Diesel and CNG are made from fossil based material. Producing these fuels pulls carbon out of the ground and pushes it into the atmosphere when it is burned as a fuel.
- CR&R’s RNG is made from the fresh organic wastes that we collect from our cities. Our process keeps these wastes out of the landfill and our trucks run on the waste that we collect.
- State of California rates our fuel as “carbon negative.” Burning RNG in CR&R’s collection trucks destroys the methane that would otherwise be generated from dumping this waste in a landfill.
- CR&R is well on its way to deploying a 100 percent near zero emissions, carbon negative fuel powered fleet. CR&R’s entire fleet will be running on our RNG fuel and near zero emissions engines by 2025.

Financial benefits from grants, RIN credits, and the natural gas fuel credit are already factored in the rate per ton for the City of Tustin.

Request for Proposals for the City of Tustin

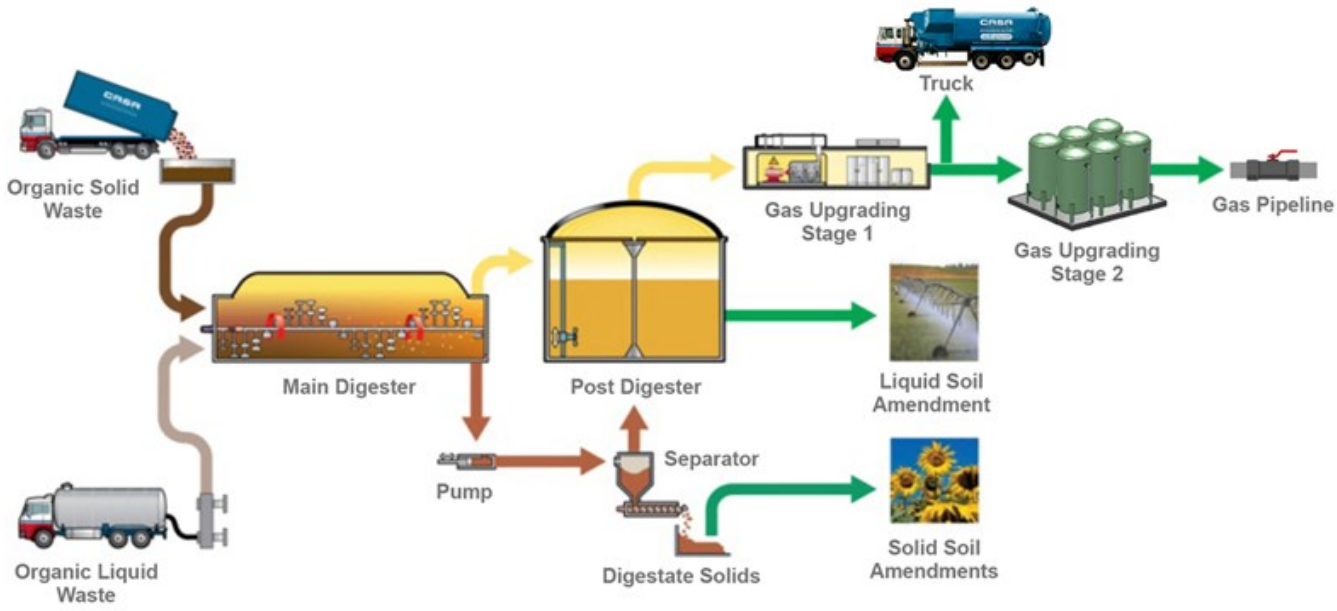
PROPOSAL FORM 18
DESCRIPTION OF FOOD SCRAP AND/OR YARD TRIMMINGS AND/OR CO-COLLECTED YARD TRIMMINGS AND FOOD SCRAPS PROCESING FACILITY(IES) TO BE USED – ANAEROBIC DIGESTION



Request for Proposals for the City of Tustin

PROPOSAL FORM 18
DESCRIPTION OF FOOD SCRAP AND/OR YARD TRIMMINGS AND/OR CO-COLLECTED YARD TRIMMINGS AND FOOD SCRAPS PROCESING FACILITY(IES) TO BE USED – ANAEROBIC DIGESTION

Anaerobic Digestion Flow Chart



Request for Proposals for the City of Tustin

PROPOSAL FORM 19
DESCRIPTION OF CONSTRUCTION AND DEMOLITION DEBRIS PROCESING FACILITY(IES) TO BE USED

Construction and Demolition Processing Facilities

The following facilities are owned and operated by CR&R Incorporated:

Name & Location of Facility

Primary Use Facility:
CR Transfer, Stanton Material Recovery Facility (CRT)
11232 Knott Avenue, Stanton, CA

Manager contact:
Joe Zavala, General Manager

714.890.6300, ext. 1601

Capacity:
Capacity of 1,800 tons per day, with ample capacity for the City of Tustin needs throughout the term of the Franchise Agreement.

Uncommitted and non-contracted up to 300 tons per day (capacity is reserved for our franchise customers)

Capacity for Tustin: 10,000 tons per year

Uncommitted tonnage is 300 tpd.

Permits: Per Section 6.02, copies of all permits will be submitted to the City by April 1, 2019.

Request for Proposals for the City of Tustin

PROPOSAL FORM 19
DESCRIPTION OF CONSTRUCTION AND DEMOLITION DEBRIS PROCESING FACILITY(IES) TO BE USED

Alternate Facility:

South County C&D Material Recovery Facility
31643 Ortega Highway
San Juan Capistrano, CA 92675

Manager Contact Information:

Baltazar Zavala, Operations Manager, 714.890.6300, ext. 1601

Material to Be Processed:

All construction and demolition debris generated from Clean-up Bins and Roll-off Boxes.

Waste Stream Origination:

Residential and Commercial Construction and Clean Up Bins and Roll Off Boxes

Source Separated recyclable construction materials from Clean Up Bins, Roll-offs, and Roll-off Compactors

Available, uncommitted processing capacity in Tons Per Day and Facilities Total permitted Capacity in tons per day:

Capacity for Tustin: 10,000 tons per year

Permitted for 980 tons per day (357,000 tons annual), this facility has 300 tons per day of unused capacity.

The Facility currently operates with one shift per day and has no restriction on hours of operation. The facility has been expanded since inception to include a thirty (30) acre

PROPOSAL FORM 19
DESCRIPTION OF CONSTRUCTION AND DEMOLITION DEBRIS PROCESING FACILITY(IES) TO BE USED

composting adjacent yard for grinding and green waste composting up to a 12,500 cubic yard capacity at any time.

Permits: Per Section 6.02, copies of all permits will be submitted to the City by April 1, 2019.

ATTACHMENT T-1
CITY FACILITIES

FACILITY NAME	STREET ADDRESS	# OF CONTAINERS	SIZE OF CONTAINER	TRASH/ RECYCLE/FOOD WASTE/GREEN WASTE	MON	TUE	WED	THURS	FRI	SAT	SUN
CITY / WATER YARD	1472 SERVICE RD	2	35	RECYCLE				X			
CITY / WATER YARD	1472 SERVICE RD	3	3	TRASH	X		X		X		
CITY / WATER YARD	1472 SERVICE RD	1	10 YARD	TRASH	On-Call						
CITY / WATER YARD	1472 SERVICE RD	1	40 YARD	SPOILS	On-Call						
FAMILY & YOUTH CENTER	14722 NEWPORT AVE	1	3	TRASH	X	X	X	X	X	X	X
FAMILY & YOUTH CENTER	14722 NEWPORT AVE	2	90	RECYCLE				X			
COLUMBUS TUSTIN ACTIVITY CNTR	17522 BENETA WAY	1	3	TRASH	X		X		X	X	
COLUMBUS TUSTIN ACTIVITY CNTR	17522 BENETA WAY	1	3	RECYCLE		X			X		
COLUMBUS TUSTIN ACTIVITY CNTR	17522 BENETA WAY	2	3	TRASH	X	X	X	X	X	X	X
TUSTIN SENIOR CENTER	200 S. C ST	1	2	TRASH	X	X	X	X	X	X	X
TUSTIN SENIOR CENTER	200 S. C ST	1	2	RECYCLE	X	X	X	X	X	X	X
TUSTIN SENIOR CENTER	200 S. C ST	1	60	FOOD WASTE				X			
METROLINK STATION	2975 EDINGER AVE	2	3	TRASH		X					
CITY HALL & CIVIC CENTER	300 CENTENNIAL WAY	1	3	RECYCLE		X			X		
CITY HALL & CIVIC CENTER	300 CENTENNIAL WAY	2	3	TRASH	X		X		X		
FUTURE CITY FACILITY AT TUSTIN LEGACY	TBD										

ATTACHMENT T-1
CITY FACILITIES

PARK NAME	STREET ADDRESS	# OF CONTAINERS	SIZE OF CONTAINER	TRASH/RECYCLE/FOOD WASTE/GREEN WASTE	MON	TUE	WED	THURS	FRI	SAT	SUN
CEDAR GROVE PARK	11385 PIONEER RD	1	3	TRASH	X		X		X	X	X
TUSTIN SPORTS PARK	12850 ROBINSON RD	1	4	TRASH	X	X		X	X	X	X
TUSTIN SPORTS PARK	12850 ROBINSON RD	1	4	RECYCLE		X			X		X
COLUMBUS-TUSTIN PARK	14702 N PROSPECT AVE	1	4	TRASH	X		X	X	X	X	X
HERITAGE PARK	2350 KINSMAN CIR	1	3	TRASH	X	X	X	X	X	X	X
CITRUS RANCH PARK	2910 PORTOLA PKWY	2	4	TRASH	X			X	X	X	X
VICTORY PARK	3300 PARK AVE	2	3	TRASH		X			X		X
VICTORY PARK	3300 PARK AVE	1	3	RECYCLE		X			X		X
FUTURE VETERANS SPORTS PARK	TBD										

ATTACHMENT T-2
Listing of Bus Stops and Shelters

OCTA ID	TBM PAGE	ST DIR	STREET of TRAVEL	BS LOC	CROSS STREET	NUMBER OF BENCHES	NO. OF EXISTING TRASH RECEPTACLES	OWNER of RECEPTACLES	SHELTER DISPLAY	Route	Route	Route	Route	Route	Comments
7152	830-A3	EB	1ST	OPP	TUSTIN	1	1	CR&R	No	64	71				No Noted Issues
7153	830-A3	EB	1ST	NS	PACIFIC	1	1	CR&R	No	64	71				No Noted Issues
7154	830-A3	EB	1ST	FS	B ST	1	1/1	City / CR&R	No	64	71				Trouble Spot/Trash
7155	830-B3	EB	1ST	FS	PROSPECT	1	1	CR&R	No	64	71				No Noted Issues
7159	830-C3	WB	1ST	FS	NEWPORT	1	1/1	City / CR&R	No	71					Trouble Spot/Trash
7160	830-B3	WB	1ST	OPP	CENTENNIAL	1	1	CR&R	No	71					Needs New Can - Old one burnt
7162	830-B3	WB	1ST	FS	PROSPECT	1	1	CR&R	No	64	71				No Noted Issues
7163	830-A3	WB	1ST	FS	B ST	1	1	CR&R	No	64	71				No Noted Issues
7164	830-A3	WB	1ST	FS	YORBA	1	1	CR&R	No	64	71				No Noted Issues
7168	830-C4	EB	BRYAN	FS	RED HILL	1	1/1	City / CR&R	No	167					Trouble Spot/Trash
7169	830-D4	EB	BRYAN	FS	FARMINGTON	1	1	CR&R	No	167					No Noted Issues
7179	830-D4	WB	BRYAN	FS	FARMINGTON	1	1	CR&R	No	167					No Noted Issues
7180	830-C4	WB	BRYAN	FS	RED HILL	0	1	City	No	167					Trouble Spot/Trash
7185	830-B3	WB	MAIN	NS	NEWPORT	1	1	CR&R	Yes	79	167				No Noted Issues
7186	830-B3	NB	CENTENNIAL	FS	MAIN	2	1	CR&R	No	60	64				No Noted Issues
7197	830-B4	EB	EL CAMINO REAL	OPP	ORANGE	0	1	CR&R	No	71					No Noted Issues
7208	830-B4	WB	EL CAMINO REAL	FS	ORANGE	0	1	CR&R	No	71					No Noted Issues
7226	830-F6	SB	JAMBOREE	FS	BRYAN	1	1	City	Yes						No Noted Issues
7227	830-A5	EB	MCFADDEN	FS	PASADENA	0	1	CR&R	No	66					No Noted Issues
7237	830-A5	NB	NEWPORT	FS	MITCHELL	0	1	CR&R	No	66					No Noted Issues
7249	830-C3	SB	NEWPORT	FS	1ST	1	1	CR&R	No	60	64	71	79	167	No Noted Issues
7252	830-B3	SB	NEWPORT	FS	MAIN	0	1	CR&R	No	66	71				No Noted Issues

ATTACHMENT T-2
Listing of Bus Stops and Shelters

OCTA ID	TBM PAGE	ST DIR	STREET of TRAVEL	BS LOC	CROSS STREET	NUMBER OF BENCHES	NO. OF EXISTING TRASH RECEPTACLES	OWNER of RECEPTACLES	SHELTER DISPLAY	Route	Route	Route	Route	Route	Comments
7255	830-A5	SB	NEWPORT	FS	MITCHELL	0	1	CR&R	No	66					No Noted Issues
7266	830-A6	NB	RED HILL	FS	EDINGER	0	1/1	City / CR&R	No	71					Trouble Spot/Trash
7267	830-B6	NB	RED HILL	FS	SYCAMORE	1	1	CR&R	No	71					Trouble Spot/Trash
7268	830-B5	NB	RED HILL	NS	WALNUT	1	1/1	City / CR&R	No	71					Trouble Spot/Trash
7279	830-B5	SB	RED HILL	FS	MITCHELL	1	1	CR&R	No	71					No Noted Issues
7282	830-B6	SB	RED HILL	FS	SYCAMORE	1	1	CR&R	No	71					No Noted Issues
7296	830-B5	EB	WALNUT	FS	RED HILL	1	1	CR&R	No	66					No Noted Issues
7308	830-B5	WB	WALNUT	NS	RED HILL	1	1	CR&R	No	66					No Noted Issues
7309	830-B5	WB	WALNUT	FS	ATHERTON	1	1	CR&R	No	66					No Noted Issues
7311	830-J7	WB	WARNER	OPP	PULLMAN	1	1/1	City / CR&R	No	72					Trouble Spot/Trash
7816	830-F5	WB	IRVINE	FS	JAMBOREE	1	1/1	City / CR&R	No	79					Trouble Spot/Trash
7839	859-J1	WB	WARNER	FS	RED HILL	1	1/1	City / CR&R	No	72					Trouble Spot/Trash
8259	830-C3	EB	BRYAN	FS	NEWPORT	0	1	CR&R	No	60	64	66	79		Layover
7177	830-E5	WB	BRYAN	FS	TUSTIN RANCH	1	2	City & CR&R	No	167					Trouble Spot/Trash
7283	830-A6	SB	RED HILL	FS	EDINGER	1	1	Clear Channel	Yes	71	472				No Noted Issues

ATTACHMENT T-3

Toter Receptacles to be Deployed at Bus Stops and Bus Shelters

Table 1 Land Use Categories

Designation	Description
Education Village	Provides for a mix of public-serving, office, institutional, and/or government uses. Supporting office, research and development, and commercial uses are permitted to complement educational uses.
Street Right-of-Way (ROW)	Accommodates local roads within the project. Does not include private drives or alleys.

The original MCAS Tustin Specific Plan contained 22 Planning Areas. To better achieve the land use objectives of this amended plan, some of the Planning Areas have been combined. Overall consistency between the numbering system and location of the Planning Areas has been maintained. Table 2: Land Use Plan Statistical Summary provides the statistical summary and comparison of the original and proposed Specific Plan by Planning Area.

Table 2 Land Use Plan Statistical Summary

PA	Land Use	Specific Plan Acres	Adopted Specific Plan		Proposed Amended Specific Plan		Difference (Proposed – Current)	Built/Approved		Remaining	
			Max Residential Units	Max Non-residential Sq. Ft.	Max Residential Units	Non-residential Sq. Ft.		Residential	Non-residential	Residential	Non-residential
1	Education Village	120	-	2,279,050	-	2,254,200	(24,850) Sq Ft		210,564		2,043,636
2	Community Park	29	-	40,531	-	1,000	(39,531) Sq Ft		2,000		-1,000
3	Transitional/ Emergency Housing	5		192 133,294		192 133,294	No Change Sq Ft		192 133,294	0	0
4–5	Residential	106	925	-	895	-	(30) DU	895		0	0
6	County Regional Park	85	-	574,992	-	574,992	No Change				574,992
7	Commercial	21	-	248,292	-	248,292	No Change		248,292		0
8	Recreation/ Entertainment Core	190	-	1,976,692	-	1,547,690	(429,002) Sq Ft				1,547,690
9–12	Commercial/ Business	117	-	1,267,324	-	1,588,198	320,874 Sq Ft		870,000		718,198
13-14	Mixed-Use Urban	124	891	2,780,587	1,672	606,000	781 DU (2,174,587) Sq Ft	376		1,296	606,000
15	Mixed-Use Transit	271	1,214	503,410	2,814	1,095,200	1,600 DU 591,790 Sq Ft	567		2,247	1,095,200
16–19	Commercial	103	-	1,483,553	-	1,483,553	No Change		1,016,000		467,553
20	Residential	29	376	-	376	-	No Change	376		0	
21	Residential	127	793	-	654	-	(139) DU	654		0	
22	Residential	73	402	-	402	-	No Change	402		0	
	ROW	**206**	-	-	-	-	-			0	
	TOTAL	**1,606**	**4,601**	**11,287,725**	**6,813**	**9,532,419**	**2,212 DU** **(1,755,306) Sq Ft**	**3,270**	**2,480,150**	**3,543**	**7,052,269**

PROPOSAL FORM 26
PROPOSED TELEPHONE, VOICEMAIL AND ANSWERING SYSTEM

Our CR&R Customer Service Call Center is located at the corporate headquarters in Stanton. Our Customer Service Staff all reside locally and their importance to the company is illustrated by the placement of the Customer Service Department within the corporate office directly across from the executive offices.

Our Call Center uses a Cisco VOIP system with a UCCX ACD call center application. We have over 8 years of experience using this software. The UCCX application is running on version 11.6. We have 125 agent licenses of which 95 are in use by our local call center and other company divisions. There are two (2) PRIs (Primary Rate Interfaces) and two (2) SIP (Session Initiation Protocol) trunks coming into our network to support our telephone call traffic. We have two different entry points into our telephone network with both being active to ensure we have redundancy. We have 160 concurrent call paths on our existing configuration.

Our call center is staffed with a combination of 41 full time and 15 part time representatives, four administrative support staff, four Customer Service lead representatives, two supervisors, one manager and one director. On average, we receive 2900 calls per weekday with Monday being our highest call volume day. Our highest peak time is 8 am to 8:30 am and we average 250 calls during this period. The average wait time for a customer to speak directly to a customer service representative is 8 seconds.

When our customers call, they hear a recording that identifies our company, advises the call may be monitored or recorded and provides the option to go to a Spanish speaking queue or go directly to making a payment. Callers then choose residential service, business, or roll off/ construction services. If the caller chooses residential or business services, they then have an option to choose renting a small or large container or all other inquiries. All choices at this point go to a live customer service representative. Customers remain in the phone queues until we have answered their calls. We also provide the ability for customers to email us through our website and our emails are handled through our same Cisco UCCX system. Customers that call us after hours have the option to leave a voice mail which is handled the next business morning.

PROPOSAL FORM 26
PROPOSED TELEPHONE, VOICEMAIL AND ANSWERING SYSTEM

Our call center uses Injixo software to forecast our call volume based on historical data and traffic patterns. Injixo schedules our representatives' shifts for optimum phone coverage. We use 2Ring software to provide dashboard reporting that displays on large monitors throughout the call center for easy access to call statistics such as calls in queue, customers being assisted, and representatives ready to assist. In addition, we use Microsoft SharePoint as our electronic knowledge center that houses information such as our policies, procedures, rate sheets. This electronic library allows the CSR team to quickly and accurately answer customer inquiries and share information such as new customer brochures, billing inserts, flyers, marketing letters and special events.

PROPOSAL FORM 14
CONTRACTOR'S DETAILED DESCRIPTION OF DIVERSION PROGRAMS

CR&R will be focused on maximizing the City's Diversion opportunities through our extensive knowledge and experience in this aspect of our core competencies. We have invested significantly in our Southern California processing infrastructure both for recyclables and organics. Because of our commitment to "Diversion not Disposal," our entire perspective is unique. This strategy aligns our goals as well as our city customers who look for partners that will maximize recycling program opportunities.

CR&R has the following supporting programs available to ensure program goals are continually met and exceeded. Program summary table along with corresponding CalRecycle DPS codes can be found at end of this section.

5000-ED-ELC Electronic Outreach

As described in our Implementation Plan, CR&R will immediately update the City of Tustin existing webpages to identify all programs by waste stream. In addition, CR&R will emphasize the recycling Bin cost as 50% of the trash cost as well as the increased number of recyclables now available to be recycled with the provided recycling containers.

All quarterly newsletters will be electronically input into the CR&R and City websites.

CR&R will work with the City to do Recycling "blasts" to all registered accounts in the City. Customers with water meter, trash, and other public services will be able to receive these "blasts" reminding residents and businesses of the need to recycle. We will also point out the economic advantage to recycle.

5010-ED-PRN Print Outreach

- Quarterly Residential Billing
- Monthly commercial billing
- Quarterly newsletter
- Billing Inserts

- Seasonal notification of Tree recycling
- Initial letter from CR&R and City
- Initial two-part postcard for Cart sizing
- "How to" Brochure
- Contamination Notices
- Annual Sharps Collection Postcard
- Annual HHW Postcard
- Annual Notice to Residents
- Annual Notice to HOA's and Property Managers
- Residential Audit Cart Tags identifying items recyclable
- Added Brochure each time a cart is delivered, replaced, or maintained
- Contamination Notices

5020-ED-OUT Recycling Coordinators

Upon Award of the Solid Waste Franchise Agreement, CR&R will direct Maria Lazaruk, CR&R's Senior Sustainability Manager, to hire two full time in-field recycling coordinators to do the necessary field work for compliance of Program implementation.

Christina Ochoa will serve as the City Liaison and work closely with both of the City Recycling Coordinators. Christina will monitor daily activities, provide all required reporting, and be responsible for meeting timelines of contract deliverables. With Ms. Ochoa's understanding of the customer base in Tustin, she will lead the coordinators to best use of their time attaining customer commitments to be in compliance with the requirements of each Phase of Recycling deployment.

CR&R will continue to offer commercial and multi-family bin customers the opportunity to subscribe to a source separated recycling program and will encourage existing recycling customers to expand their programs. We will provide businesses with the information they need regarding legislation and educational materials. CR&R will also work with Tustin Effective

PROPOSAL FORM 14
CONTRACTOR'S DETAILED DESCRIPTION OF DIVERSION PROGRAMS

Apartment Managers (T.E.A.M.) to assist all property managers in increasing their knowledge and understanding of changing legislation, how it will impact them, and how we can help them implement successful recycling programs. CR&R's dedicated Recycling Coordinators will provide assistance with waste audit assessments, proposals, implementation, outreach and training, along with continued follow up and monitoring to ensure success of the recycling program.

Request for Proposals for the City of Tustin

PROPOSAL FORM 14
CONTRACTOR'S DETAILED DESCRIPTION OF DIVERSION PROGRAMS

DIVERSION PROGRAMS LISTED BY WASTE STREAM										
PARIS CODE	WASTE STREAM	PROGRAM	ROUTING	MAT'L HANDLING	CONTAINERS	PROCESSING	Anticipated Tonnage start	DIVERSION	Anticipated Tonnage Jan 2022	DIVERSION
	RESIDENTIAL									
	Single-Family	Curbside	Landfill	Direct haul	Carts	No	11,144	**0%**	9,472	**0%**
2000-RC-CRB	Blue Commingled SS Cart(s)	Curbside	Clean MRF	Sort Line	Carts	Yes	3,943	**80%**	3,943	**90%**
3000-CM-RCG	Green Waste Cart(s)	Curbside	Compost	Grinder	Carts	Yes	5,574	**100%**	5,574	**100%**
3040-CM-FWC	Food Scraps	Curbside	CORe	Sort Line	Carts	Yes	0	**100%**	1,672	**100%**
3040-CM-FWC	Food Scraps with yardwaste	Curbside	AD	Sort Line/Grinder	Carts	Yes	5,574	**100%**	7,247	**100%**
2080-RC-SPE	Bulky Items Diversion	Curbside	CRT	Floor Sort	No	Yes	369	**62%**	640	**62%**
2080-RC-SPE	Universal Waste Diversion	Curbside	Lampson	Shelf Sort	No	Yes	1	**90%**	1	**90%**
2080-RC-SPE	E-Waste Diversion	Curbside	Lampson	Floor sort	No	Yes	23.1	**100%**	40	**100%**
2070-RC-SNL	Holiday Tree Diversion	Curbside	S C MRF	Grinder	No	Yes	51.77	**100%**	51.77	**100%**
9010-HH-PMC	HHW Collections	Event Location	on site	Floor Sort	No	Yes	2	**100%**	8	**100%**
4030-SP-WHG	Source Separated White Goods	Processed	S C MRF/CRT	Floor Sort	No	Yes	27	**100%**	35	**100%**
	Multi-family Residential	Curb&enclo'r	Landfill	Direct haul	Bins & Carts	No	16,494	**0%**	14,046	**0%**
2030-RC-OSP	Single Material	Processed	Clean MRF	Sort Line	Bins & Carts	Yes		**90%**		**90%**
2030-RC-OSP	Single Stream	Processed	Clean MRF	Sort Line	Bins & Carts	Yes	1,088	**82%**	1,447	**90%**
3020-CM-COG	Green Waste	Processed	Compost	Grinder	Bins & Carts	Yes	94	**100%**	2,183	**100%**
	COMMERCIAL									
	Commercial & Business Bins	Curb&enclo'r	Landfill	Direct haul	Bins & Carts	No	21,976	**0%**	18,615	**0%**
2030-RC-OSP	Source Separated Single Mat'l	Processed	Clean MRF	Sort Line	Bins & Carts	Yes	165	**90%**	225	**90%**
2030-RC-OSP	Source Separated Single Stream	Processed	Clean MRF	Sort Line	Bins & Carts	Yes	1,331	**80%**	1,823	**90%**
3020-CM-COG	Green Waste	Single Stream	Compost	Grinder	Bins & Carts	Yes	38	**100%**	892	**100%**
3040-CM-FWC	Food Scraps	Single Stream	CORe	Sort Line	Bins & Carts	Yes	1,370	**100%**	3,321	**100%**
	Roll-Off Boxes									
4070-SP-DSD	Disaster Debris	Processed	S C MRF/CRT	Floor Sort	R/O Boxes	Yes	0	**80%**	0	**80%**
4060-SP-CAR	Source Separated Inerts	Processed	S C MRF/CRT	Floor Sort	R/O Boxes	Yes	68	**100%**	68	**100%**
4050-SP-WDW	Source Separated Wood Waste	Processed	S C MRF/CRT	Floor Sort	R/O Boxes	Yes	20	**100%**	20	**100%**
4040-SP-SCM	Source Separated Scrap Metal	Processed	S C MRF/CRT	Floor Sort	R/O Boxes	Yes	0	**100%**	0	**100%**
7000-FR-MRF	Single-Material Recyclables	Processed	Clean MRF	Sort Line	R/O Boxes	Yes	388	**100%**	388	**100%**
7000-FR-MRF	Single Stream Recyclables	Processed	Clean MRF	Sort Line	R/O Boxes	Yes	90	**100%**	90	**100%**
3020-CM-COG	Green Waste	Processed	Compost	Grinder	R/O Boxes	Yes	277	**100%**	277	**100%**
	Permanent Service	Direct Haul	Landfill	Direct haul	R/O Boxes	No	4,752	**0%**	4,752	**0%**
	TEMPORARY SERVICES									
	Roll-Off Boxes									
7000-FR-MRF	C&D Mixed R/O & Mixed CUB's	Processed	S C MRF/CRT	Sort Line	R/O Boxes	Yes	2,784	**75%**	2,784	**75%**
4060-SP-CAR	Source Separated Inerts	Processed	S C MRF/CRT	Sort Line	R/O Boxes	Yes	1,285	**100%**	1,285	**100%**
4050-SP-WDW	Source Separated Wood Waste	Processed	S C MRF/CRT	Floor Sort	R/O Boxes	Yes	458	**100%**	458	**100%**
4040-SP-SCM	Source Separated Scrap Metal	Processed	S C MRF/CRT	Floor Sort	R/O Boxes	Yes	237	**100%**	237	**100%**
7000-FR-MRF	Single-Material Recyclables	Processed	Clean MRF	Sort Line	R/O Boxes	Yes	94	**100%**	94	**100%**
7000-FR-MRF	Single Stream Recyclables	Processed	Clean MRF	Sort Line	R/O Boxes	Yes	0	**100%**	0	**100%**
3020-CM-COG	Green Waste	Processed	S C MRF/CRT	Floor Sort	R/O Boxes	Yes	50	**100%**	50	**100%**

ATTACHMENT Y

Contractor’s Complete Proposal To City

Please see next page…

CR&R INCORPORATED

environmental services

the face of a greener generation

Presents a

Proposal for the Collection, Transportation, Processing, and Diversion of Recyclable Materials and Other Materials, and for the Collection, Transportation, and Disposal of Municipal Solid Waste

For the

City of Tustin

June 18, 2018

CR&R Incorporated
11292 Western Avenue
P.O. Box 125
Stanton, California 90680

Table of Contents

Item and Description		Page
1.	Transmittal Letter	1
2.	Proposer Information	14
3.	Background and Experience	16
4.	References	26
5.	Names and Resumes of Key Personnel	36
6.	Structure of Project Team	43
7.	List of Contractor Furnished Personnel	51
8.	Collection Vehicles to Be Furnished By Contractor	53
9.	Plan to Provide Light Weight Collection Vehicle(s)	55
10.	Plans to Incorporate On-Board Technology to Increase Safety and Efficiency	57
11.	Plans for Incorporation of Technological Innovation	60
12.	Numbers and Types of Containers to be Furnished by Contractor and Cart Specifications	64
13.	Implementation Plan	68
14.	Contractor's Detailed Description of Diversion Programs	83
15.	Description of Materials Recovery Processing Facility(ies) – Clean MRF	87
16.	Description of Food Scrap and /or Yard Trimmings and/or Co-Collected Yard Trimmings and Food Scraps Processing Facility(ies) – Composting Facility	91
17.	Description of Food Scrap Processing Facility(ies) – Bioengineered Feedstock	96
18.	Description of Food Scrap and/or Yard Trimmings and/or Co-Collected Yard Trimmings and Food Scraps Processing Facility(ies) To Be Used – Anaerobic Digestion	100
19.	Description of Construction and Demolition Debris Processing Facility(ies) To Be Used	106

20.	Pending Litigation	109
21.	Exceptions to Contract	110
22.	Financial Statements	111
23.	AB 1669 Statement	113
24.	Proposer's Preferred Collection and Processing Methodology(ies)	114
25.	Proposed Rates to Be Charged	116
26.	Proposed Telephone, Voicemail and Answering System	117
27.	Appendix	
	Sample Collateral Material	
	Sample Processing Agreement from Los Angeles Sanitation District for PHMRF	

PROPOSAL FORM 1
TRANSMITTAL LETTER

June 18, 2018

Stacy Cuevas
Publics Works Manager
City of Tustin
300 Centennial Way
Tustin, California 92780

Dear Ms. Cuevas:

In response to the Request for Proposals "For the Collection, Transportation, Processing and Diversion of Recyclable Materials and Other Materials and For the Collection, Transportation and Disposal of Municipal Solid Waste" dated March 20, 2018, CR&R Environmental Services hereby is prepared to provide said services in accordance with this Proposal. Included are your completed Proposal Forms with accompanying materials.

CR&R Environmental Services has thoroughly read and is familiar with the RFP, including all Appendices and any addenda thereto. CR&R Environmental Services has conducted its own investigation and any research it deemed necessary to obtain additional data and/or verify the information contained in the RFP in order to submit this proposal. CR&R Environmental Services understands that the City of Tustin may reject any and all Proposals, negotiate prices and terms with one or more proposers, and may take other action as described in the RFP.

CR&R Environmental Services assures the City of Tustin that the information contained in this Proposal, including the Proposal Forms, accompanying materials submitted with it, and all of the information contained in response to the City's RFP is correct in all material respects. The persons signing this Proposal on behalf of the Proposer (a California Corporation) are corporate officers and authorized to do so according to Section 1.3.3 of the RFP.

PROPOSAL FORM 1
TRANSMITTAL LETTER

Since the inception of CR&R Incorporated some 54 years ago, our main focus and core competency has revolved around diverting materials away from the landfill system in an effort to mitigate the negative impact on our environment. This "Diversion Not Disposal" strategy is the foundation upon which our company was built. This long standing philosophical alignment will be the driving force upon which our partnership will continue to evolve long into the future, ensuring that the City of Tustin remains in full compliance with all current and future waste diversion legislation.

The Proposal suggests a number of innovative approaches to this "Recycling Franchise Agreement". Please be assured that CR&R:

- Commits to Technological Changes in our collection and program development,
- Will purchase Lighter Weight Recycling Collection Vehicles,
- Has a firm commitment to 75% Diversion through continued of our resources and expanded on-site program implementation, and
- Has the highest Commitment to Environmental Stewardship.

Acknowledgement of Receipt of Addendums:

Addendum #1	Posted May 4, 2018
Addendum #2	Posted May 18, 2018
Addendum #3	Posted May 25, 2018
Addendum #4	Posted June 2, 2018
Addendum #5	Posted June 11, 2018

CR&R fully understands that commercial and multi-family bin customers must be sold on recycling vs. disposal. CR&R suggests that the City approve that prior to start of the new contract, that current non-participants with recycling containers be sent letters informing them of the new rate schedules. An increase in the MSW bin that goes directly to landfill and the half price cost of the recycling bin will be a tremendous encouragement to start recycling before contract start up. This advance notice will keep their rates in line to what they are used to, while providing them with the opportunity to control costs before their first billing under the new

Franchise. Customer education and information will prove very important to our friends in Tustin.

In conclusion, CR&R pays its most sincere thanks to the City of Tustin for allowing us the opportunity to have been of service since 2007.

Looking ahead, it would be a distinct honor and privilege to be entrusted with the responsibility of continuing as the City of Tustin's exclusive waste services provider.

Acknowledged with these signatures is the authorization of Dean Ruffridge to act on the Corporation's behalf for all aspects of the Proposal.

Sincerely,

Clifford Ronnenberg
Chief Executive Officer

David Ronnenberg
Chief Operating Officer

PROPOSAL FORM 1
TRANSMITTAL LETTER

May 4, 2018

TO: PROSPECTIVE PROPOSERS

SUBJECT: ADDENDUM NO. 1 – City of Tustin Request For Proposals For the Collection, Transportation Processing and Diversion of Recyclable Materials and Other Materials and For the Collection, Transportation and Disposal of Municipal Solid Waste

NOTICE TO PROPOSERS: ALL PROPOSERS SHOULD BE USING THE RFP DOCUMENTS DISTRIBUTED ON THUMB DRIVES AT THE MANDATORY PRE-SUBMITTAL MEETING HELD ON APRIL 2, 2018. DO NOT USE THE DOCUMENTS THAT WERE POSTED ON THE CITY WEB SITE. IF PROPOSERS HAVE ANY QUESTIONS ABOUT THIS, PLEASE CONTACT THE RFP COORDINATOR, STACEY CUEVAS AT scuevas@tustinca.org IMMEDIATELY.

The following changes are hereby made to the RFP.

A. Proposal Form 25: Proposers are hereby directed to leave blank the cell for the rate for the plastic bin premium, which is found in Proposal Form 25, rate item #26.ff (row 76) on the tab titled "26. Other Services". The name of the rate is: "26.ff. Plastic bin service premium (if approved by the fire department)." This is in response to Question #21 in the attached Responses to Submitted Questions From Proposers.

B. **The Submission Deadline For The Submittal of Proposals Has Been EXTENDED. Proposals are now due on June 6, 2018 no later than 3:00 p.m., Local Time.**

RFP Section 1.4.2 Submission Deadline and Address is hereby amended to read:

"1.4.2 Submission Deadline and Address

Sealed proposals shall be received by the City, in the office of the City Clerk, no later than 3:00 p.m., Local Time, on June 6, 2018 addressed as follows:

ATTN: City Clerk
City of Tustin
300 Centennial Way
Tustin, California 92780

Proposals received after the deadline may be returned unopened and will not be considered. Postmarks will not be accepted as proof of receipt."

The complete schedule for this procurement process listed in Section 1.1 of the RFP will be revised and included in a future addendum.

C. Attached are the following documents:
1. **Responses to Submitted Questions From Proposers**
2. **List of Current City of Tustin Rates**
3. **New Proposal Form 26 "Proposed Telephone, Voicemail and Answering System"**
4. **Revised List of Contract Attachments (Note the Addition of Attachment V "Telephone, Voicemail, and Answering System"**

This addendum consists of 2 pages plus four attachments. Each proposer shall include a signed copy of this Addendum with their proposal. Failure to do so may cause the proposal to be disqualified.

Regards,

Douglas Stack P.E.
Director of Public Works

Receipt of Addendum 1 is hereby acknowledged.

Signed: _____

Proposers Name: DAVID BONNIWELL

Date: 6-18-18

PROPOSAL FORM 1
TRANSMITTAL LETTER

May 18, 2018

TO: PROSPECTIVE PROPOSERS

SUBJECT: ADDENDUM NO. #2 – City of Tustin Request For Proposals For the Collection, Transportation Processing and Diversion of Recyclable Materials and Other Materials and For the Collection, Transportation and Disposal of Municipal Solid Waste

The following changes are hereby made to the RFP:

A. Schedule: The schedule for the RFP process in Section 1.1 of the RFP is hereby revised as follows (changes are in red font and deleted text is in red strikeout):

Action	Date
RFP Issued	March 20, 2018
Mandatory Pre-Submittal Conference	April 2, 2018
Last Day for Written Questions on RFP/Draft Contract to be Submitted to City	April 20, 2018
Written Responses to Final Questions Issued by City City Issuance of Addendum #1	May 4, 2018
City Issuance of Addendum #2	May 18, 2018
City Issuance of Addendum #3	May 25, 2018
Proposals Due	June 6, 2018 ~~May 25, 2018~~
Review of Proposals for Responsiveness to RFP per Section 5.1.1 of RFP	~~June 1, 2018~~ June 13, 2018
Evaluate all responsive proposals (may include interview with Ad Hoc Committee)	~~June 1 – July 6, 2018~~ June 13 - July 20, 2018
City Council Awards Contract	August 21, 2018
Collection Operations Begin Under New Contract	April 1, 2019

B. Evaluation Criteria: The Evaluation Criteria in Section 5 of the RFP are hereby revised to include one new criterion as follows: **The technical capability criteria on page 42 has been modified to include the following evaluation criterion:**
Voicemail and phone answering system

C. The contract in Section 6 of the RFP is hereby revised as shown in the attached version dated May 18, 2018. Changes are in red font and deleted text is in red strikeout.

D. Attachment J to the contract "Annual Rate and Disposal Cost Adjustments" is hereby replaced with the attached revised Attachment J

E. Attachment L to the contract "Performance Bond" is hereby replaced with the attached revised Attachment L
F. Responses to Proposer questions not addressed in Addendum #1 are attached.

G. Proposals are due on June 6, 2018 no later than 3:00 p.m., Local Time.

H. Attached are the following documents:

1. **Revised Contract**
2. **Revised Attachment B**
3. **Revised Attachment J**
4. **Revised Attachment L**
5. **Responses to Proposer questions not addressed in Addendum #1 and description of revisions to the RFP, the Contract, and Attachments based on the answers to the questions from the Proposers.**

This addendum consists of 2 pages plus five (5) attachments. Each proposer shall include a signed copy of this Addendum with their proposal. Failure to do so may cause the proposal to be disqualified.

Regards,

Douglas Stack P.E.
Director of Public Works

Receipt of Addendum #2 is hereby acknowledged.

Signed: _____

Proposers Name: DAVID RONNENBERG

Date: 6-18-18

PROPOSAL FORM 1
TRANSMITTAL LETTER

May 25, 2018

TO: PROSPECTIVE PROPOSERS

SUBJECT: ADDENDUM NO. #3 – City of Tustin Request For Proposals For the Collection, Transportation Processing and Diversion of Recyclable Materials and Other Materials and For the Collection, Transportation and Disposal of Municipal Solid Waste

The following changes are hereby made to the RFP. Changes are in red font and deleted text is in red strikeout.

A. Contract Section 13.02 is hereby revised as shown in Attachment 1. This is in response to Proposer Question #41.

B. Attachment B to the contract ""Scope of Work" is hereby revised as shown in Attachment 2 to change the required container colors to conform with the latest draft regulations for implementation of SB 1383. CalRecycle issued the final informal draft of the regulations in May 2018 and Section 30.1 of the final informal regulations lists the colors to be utilized for containers.

C. Attachment E to the contract "Specifications for Wheeled Carts to be Supplied by Contractor" is hereby revised as shown in Attachment 3 in order to conform container colors with the latest draft regulations for implementation of SB 1383.

D. **PLEASE NOTE: THE CALRECYCLE FINAL DRAFT REGULATIONS REQUIRE THE FOLLOWING CART COLORS: BLACK FOR MSW, BLUE FOR RECYCLABLES, GREEN FOR YARD TRIMMINGS & YELLOW FOR SOURCE SEPARATED FOOD SCRAPS. THE CITY WOULD PREFER THAT THE BLUE FOR RECYCLABLES BE A DARK BLUE (LIKE A NAVY BLUE AND NOT A "BRIGHT" OR "ROBIN EGG" BLUE) AND THAT THE GREEN FOR YARD TRIMMINGS BE A DARKER GREEN SUCH AS A FOREST GREEN (NOT A BRIGHT GREEN OR LIME GREEN).**

E. Proposals are due on June 6, 2018 no later than 3:00 p.m., Local Time.

F. Attached are the following documents:

1. **Revised Section 13.02 of Contract**
2. **Revised Attachment B, Sections 1.4.1, 1.4.2, 1.4.3 and 2.3.1**
3. **Revised Attachment E, Section 1.5**

This addendum consists of 2 pages plus three (3) attachments for a total Addendum 3 page count of 12. Each proposer shall include a signed copy of this Addendum with their proposal. Failure to do so may cause the proposal to be disqualified.

PROPOSAL FORM 1
TRANSMITTAL LETTER

Regards,

Douglas Stack P.E.
Director of Public Works

Receipt of Addendum #3 is hereby acknowledged.

Signed: _____

Proposers Name: DAVID RONNENBORG

PROPOSAL FORM 1
TRANSMITTAL LETTER

June 1, 2018

TO: PROSPECTIVE PROPOSERS

SUBJECT: ADDENDUM NO. #4 – City of Tustin Request For Proposals For the Collection, Transportation Processing and Diversion of Recyclable Materials and Other Materials and For the Collection, Transportation and Disposal of Municipal Solid Waste

The following changes are hereby made to the RFP:

A. Schedule: The schedule for the RFP process in Section 1.1 of the RFP is hereby revised as follows (changes are in red font and deleted text is in red strikeout):

Action	Date
RFP Issued	March 20, 2018
Mandatory Pre-Submittal Conference	April 2, 2018
Last Day for Written Questions on RFP/Draft Contract to be Submitted to City	April 20, 2018
Written Responses to Final Questions Issued by City City Issuance of Addendum #1	May 4, 2018
City Issuance of Addendum #2	May 18, 2018
City Issuance of Addendum #3	May 25, 2018
City Issuance of Addendum #4	June 1, 2018
New Final Deadline for Proposers to Submit Any Additional Written Questions on RFP/Draft Contract to City (All additional questions must be submitted in writing.)	June 6, 2018 by 5 pm
Written Responses to New Questions Issued by City	June 11, 2018
Proposals Due	June 18, 2018 ~~June 6, 2018~~
Review of Proposals for Responsiveness to RFP per Section 5.1.1 of RFP	June 25, 2018 ~~June 13, 2018~~
Evaluate all responsive proposals (may include interview with Ad Hoc Committee)	June 26 – July 30, 2018 ~~June 13 – July 20, 2018~~
City Council Awards Contract	August 21, 2018
Collection Operations Begin Under New Contract	April 1, 2019

B. The City has received additional questions from a Proposer. The questions and responses are in Attachment 1.
C. The City has extended the deadline for Proposers to submit additional written questions on the RFP/Draft Contract **to 5:00 p.m. on Wednesday, June 6, 2018**.
D. The City will issue written responses to all additional written questions received by the new deadline on Monday, June 11, 2018.

E. The due date for Proposals is hereby extended to Monday, June 18, 2018 no later than 3:00 p.m., Local Time.

F. Attached are the following documents:

1. **New Questions and Responses to New Questions**
2. **List of Attendees at Pre-Submittal Meeting held April 2, 2017**

This addendum consists of 2 pages plus two (2) attachments. Each proposer shall include a signed copy of this Addendum with their proposal. Failure to do so may cause the proposal to be disqualified.

Regards,

Douglas Stack P.E.
Director of Public Works

Receipt of Addendum #4 is hereby acknowledged.

Signed: _____

Proposers Name: DAVID RONNENBERG

Date: 6-18-18

PROPOSAL FORM 1
TRANSMITTAL LETTER

June 11, 2018

TO: PROSPECTIVE PROPOSERS

SUBJECT: ADDENDUM NO. #5 – City of Tustin Request For Proposals For the Collection, Transportation Processing and Diversion of Recyclable Materials and Other Materials and For the Collection, Transportation and Disposal of Municipal Solid Waste

The following changes are hereby made to the RFP:

A. The City has received additional questions. The questions and responses are in Attachment 1.
B. As noted in the responses to questions in Attachment 1, Proposal Form 25 ("Rates") is hereby revised as shown in Attachment 2. New text is in red font and deleted text is in strikeout with red font.
C. Attachment A to the contract "Definitions" is hereby revised as shown in Attachment 3 by adding a new definition for "Source-Separated Construction and Demolition Debris". The new text is in red font.
D. ATTACHMENT 2 OF THIS ADDENDUM IS AN EXCEL FILE. PROPOSERS SHALL INCLUDE THE TWO NEW REVISED TABS CONTAINED IN ATTACHMENT 2 OF THIS ADDENDUM IN THEIR FINAL SUBMITTAL OF PROPOSAL FORM 25. THE TWO REVISED TABS ARE TITLED:

    a) 'ASSUMPTIONS V2'
    b) '12-19. Compactor and RO V2'

    REFER TO THE QUESTIONS AND ANSWERS IN ATTACHMENT 1 FOR A DESCRIPTION OF THE SPECIFIC CHANGES TO THESE TABS. PROPOSERS SHALL SUBMIT A **SINGLE** PROPOSAL FORM 25 (ONE EXCEL WORKBOOK) THAT INCLUDES THE REVISED TABS NOTED ABOVE. AS NOTED IN SECTION 1.3 OF THE RFP, PROPOSERS SHALL SUBMIT ELECTRONIC AND PRINTED VERSIONS OF THE PROPOSAL AND FORMS. THE ELECTRONIC VERSION OF PROPOSAL FORM 25 SHALL BE AN EXCEL DOCUMENT.

E. The due date for Proposals is Monday, June 18, 2018 no later than 3:00 p.m., Local Time.

F. Attached are the following documents:

1. **New Questions and Responses to New Questions**
2. **Two (2) Revised Tabs for Proposal Form 25 ("Rates") Titled 'ASSUMPTIONS V2' and '12-19. Compactor and RO V2'.**
3. **Revised Attachment A ("Definitions").**

This addendum consists of 2 pages plus three (3) attachments. Each proposer shall include a signed copy of this Addendum with their proposal. Failure to do so may cause the proposal to be disqualified.

PROPOSAL FORM 1
TRANSMITTAL LETTER

Regards,

Douglas Stack P.E.
Director of Public Works

Receipt of Addendum #5 is hereby acknowledged.

Signed: _____

Proposers Name: DAVID ROWNTREE

Date: 6.18.18

PROPOSAL FORM 2
PROPOSER INFORMATION

The following person(s) should be contacted concerning questions about the submitted proposal:

Company Name: CR&R Incorporated, dba CR&R Environmental Services
Contact Person: Dean A. Ruffridge, Senior Vice President
Address: 11292 Western Avenue, Stanton CA 90680
Telephone: 714.826.9049 extension 2217
Fax: 714.890.6347
E-Mail: DeanR@crrmail.com
Cell Phone: 949.412.8244

Type of entity:

A California Corporation, Clifford Ronnenberg, as trustee of the Ronnenberg Family Trust, owns 51% of the stock of the company. There are no creditors owed a debt greater than 10% of the company's total assets.

Date of incorporation or formation:

CR&R was registered as a California corporation in October 1963.

Historical synopsis (including organization and ownership structure):

CR&R is a premier provider of waste collection processing and environmental services. Since founding CR&R Incorporated (CR&R) in 1963, Clifford Ronnenberg has built a pioneering company that presently services the waste collection and recycling needs of more than 2.5 million customers, which includes over 50,000 commercial accounts in California alone. CR&R provides solid waste collection and material recovery services in the Southern California counties of Orange, Los Angeles, Riverside, Imperial, San Bernardino and San Diego. Additionally, CR&R operates and provides solid waste services in the states of Colorado and Arizona.

PROPOSAL FORM 2
PROPOSER INFORMATION

As the founder and CEO, Clifford Ronnenberg has established an environmental services company that has provided excellent service to our customers for over five decades. Over this time, his vision and internal leadership has positioned the company to be an industry leader. CR&R has grown into a highly respected service provider with over 50 separate municipal franchise agreements throughout the State of California.

Names of Company Officers:

Chief Executive Officer: Clifford Ronnenberg
Chief Financial Officer: Joyce Amato
Chief Operating Officer: David Ronnenberg

Names of principal owners, general partners, or shareholders, if different from Officers:

There are no additional owners, partners, or shareholders than the Company Officers.

Number of years operating experience in collection operations:

54 years

PROPOSAL FORM 3
BACKGROUND AND EXPERIENCE

CR&R has assembled an extraordinary team of professionals to field the Project Team for the City of Tustin. Our team is the only proposer that can claim first-hand experience, we recognize the significant changes in the scope of services, and have added a depth of resources that is matched to the new expectations. Our team of professionals has well over two centuries of collective experience in our industry providing safe, efficient and environmentally sound services. The qualifications and experience of the individual Project Team members are detailed on Forms five (5) and six (6). The information on this form will focus on the background and experience of CR&R as a business entity.

1. Overview.

CR&R provides the safe and effective collection of solid waste, green waste, food waste, single stream, and mixed stream recyclables from residential, multi-family, commercial, academic, and industrial customers. Supporting these collection services, CR&R has developed consulting services to design a wide-range of custom client solutions. CR&R owns and operates a network of transfer stations, and waste state of the art processing facilities that are strategically located throughout the western states.

2. Collection Services History.

CR&R started with one truck in 1963, and in just over 55 years has grown to operate with more than 1,500 dedicated employees, and over 1,200 collection trucks. CR&R is the largest franchise provider in Orange County, and one of the largest in the state of California. We pride our track record of contract compliance with all of our franchise customers, but more importantly is the reputation CR&R has earned as a company that does what it says it will. Our operations team of drivers and mechanics are led by a management team dedicated to the successful execution of the collection and processing plan every day, day in, day out. From the computerized route generation to the unique look and design of our collection trucks, no detail is too small.

3. Processing Services History.

In 1985 the company began construction of its first Material Recovery Facility in the City of Stanton. CR&R has constructed and now owns and operates ten (10) state-of-the-art material recovery facilities and solid waste transfer stations with an aggregate permitted capacity of over 10,000 tons per day. These important facilities are located throughout the southwest; two (2) located in the City of Stanton, one (1) in San Juan Capistrano, one (1) in the city of Perris, one (1) in the unincorporated area of Orange County (Prima), two (2) in the community of El Centro, and individual locations in Wickenburg, Colton, and Quartzsite. CR&R recovers over half a million tons of recyclable material each year. The Recycling Division provides commingled and single stream solid waste material processing and is currently processing and marketing all recyclable materials from more than 50 curbside programs throughout Southern California. The company's enterprise-wide recycling network offers integrated hauling, collection, and processing services to over 100 cities throughout California.

CR&R has been operating solid waste processing, transfer, and disposal facilities since 1970 when it established its Recycling Division and began constructing one of the first large-scale recycling operations in the State of California at its corporate facility in Stanton. The Recycling Division provides commingled and single stream solid waste material processing and is currently processing and marketing all recyclable materials from more than 50 curbside municipal programs throughout Southern California. With our ability to develop some of the most innovative and environmentally-responsible processes for handling solid waste, CR&R is able to segregate its commodities more efficiently and market them at higher prices than its competitors due to our high quality standards and long-standing relationships with foreign and domestic markets. Over its 54 year history, CR&R has developed long-standing marketing arrangements with domestic and foreign paper mills as well as metal, glass, aluminum and plastic processors. All of these environmental recycling activities preceded regulatory mandates and distinguished the company as one of the leaders in recycling.

There is no other provider that will insure that City of Tustin wastes will be sent elsewhere because of circumstances beyond their control. CR&R offers the City of Tustin guaranteed

capacity at both our North and South Orange County processing and operating centers for the term of the Franchise Agreement.

4. Diversion Program Implementation Experience

CR&R is an extraordinary imaginative resource for their clients that are seeking an innovative approach to design and successfully fulfill new diversion programs. The progressive programs that Tustin is preparing to launch align with the type of challenges CR&R thrives on. Not only are we properly equipped with employees and assets to pick up the material, we have the intellectual capital to devise the proper schedule of collection in the most effective manner, while collaborating with the City in the presenting and marketing the programs to the community.

Horse Manure Recycling

The City of San Juan Capistrano has a rich history of equestrian riding locations and privately owned horse stables. With all of the horses and stables there is plenty of used hay, horse manure and stable bedding that must be disposed of weekly or daily. Historically the stables were depositing the manure and stable bedding directly into the landfill due to the lower cost of the gate rates compared to other options that were available. Some facilities were using unpermitted composters that have all since been closed due to Orange County enforcement measures. In 2007 CR&R identified a composting site in Rancho Cucamonga that could use the manure and stable bedding material as an amendment in their composting production. CR&R and the composting site were able to agree upon a rate that would allow the stables to recycle their manure and stable bedding waste through a composting process at a rate that was lower than the landfill rates. This was very beneficial to the stables and the City's diversion goals.

Since 2007 all of the stables have been using the manure and stable bedding composting program which diverts on average 2,500 tons each month from the landfills. This program increased the City's overall diversion by 2%%.

Food Scrap Recycling Program

In April 2010, CR&R partnered with the cities of San Clemente, San Juan Capistrano, Dana Point, Laguna Niguel, Aliso Viejo, Laguna Hills, Rancho Santa Margarita, Tustin and the

Unincorporated County of Orange to implement the first commercial food scrap diversion program in Orange County. This was supported by a grant of $400,000 funded by the County of Orange's Regional Recycling and Waste Diversion Grant Program (OC Waste and Recycling). The goal of the pilot program was to divert food waste from local landfills and in the process evaluate program costs, education and outreach, operational procedures, customer incentives, and document findings to establish a permanent program and solution to handling this waste stream. CR&R undertook the following steps at the onset of the program:

- Procurement and solicitation of participants
- Education and training
- Implementation
- Ongoing training and employee promotion
- Reporting and documentation
- Feedback to customers

From the onset, participants were encouraged to reduce trash service as a cost saving measure. While some customers monitored and adjusted their trash service, we found that the majority of customers did not increase their number of food waste carts or decrease their trash service. Of the customers who did not reduce their waste service we found most referred to staffing and budget issues due to poor economic conditions. Although each recycling coordinator provided educational material, training and monitoring, employee turnover was a factor. Maintaining accurate records from the current manager and attempting to retrain new staff was also an ongoing challenge.

Each participating city was allowed five accounts with the truck and driver performing collection Monday, Thursday, and Saturday.

Site visits, communication and proposals to reduce service to actual generation levels were presented to customers by the assigned CR&R Recycling Coordinator throughout the term of the grant.

As a result of our efforts and the success of the program, effective December 1, 2011, CR&R made this food waste diversion program part of our regular services offered to all commercial businesses within all of our Orange County municipalities. Rates and service levels have been established in each community with education and customer education as the key to the significance of each program.

Pilot Food Scrap Diversion Program in Riverside County

In 2012, CR&R's Riverside County operations embarked upon a pilot food scrap recycling program in conjunction with Albertson's Supermarkets. This food scrap program, designed to divert clean loads of mainly fruits and vegetables, was the first of its kind in the County. In conjunction with Albertson's and their consultant, CR&R participated in on-site employee training programs which helped everyone at the store understand their roles in the program. Today the Cities of Temecula and Lake Elsinore currently participate in this new program which has diverted over 129 tons since the program was implemented.

Construction and Demolition (C&D) Program

In 2004, CR&R, in partnership with the City of San Clemente, began a demonstration project at the Prima Deshecha Landfill in unincorporated San Juan Capistrano owned by the County of Orange. The purpose of the project was to divert Construction and Demolition (C&D) material from disposal. At that time there were no facilities of its kind available in South Orange County. Due to the combined volume and weight of this type of material we projected a facility of this type would have significant impact on diversion.

CR&R transported all loads to the C&D Demonstration Facility beginning January 2004. Customer Service Representatives received extensive training regarding quoting Roll Off inquiries "construction vs. non-construction".

As a result, monthly reporting showed significant increased diversion with our C&D diversion program.

CR&R has since invested in building a state of the art facility located outside of San Juan Capistrano and continues to utilize this facility for mixed and pure C&D loads. All of our

California municipalities enjoy a minimum of 65% diversion from our C&D processing plants in line with the requirements of the California Green Building Code requirements.

Split Bin Commercial Recycling Program

The City of Tustin requires that all commercial customers have a source separated recycling program in place. Unfortunately, many property managers are unable to recycle due to space constraints with an additional bin or container. Sometimes, a property manager will deny recycling in fear of large items being dumped in their recycle bin which would lead to contamination of the load. To address these concerns, CR&R made split bins available to all Tustin customers in the commercial sector in mid-November of 2012.

The split bin example (see photo) is a 4-yard bin which offers 2-yards for trash and 2-yards for recycling. Customers have the option to lock one or both sides of the bin. The special lid on the recycle side of the bin minimizes contamination and it encourages customers to break down items, such as cardboard, before tossing them in the recycle side of the bin. The special lid also deters scavenging from occurring. The split bin is ideal for properties with space constraints.

There currently are 68 split bins placed throughout the City of Tustin. These 68 split bins add up to over 300 yards of recyclables being serviced per week. With the addition of these split bins in the City of Tustin, we have seen an increase of nearly 10% in our average monthly commercial recycling volumes. Property managers with space constraints have found that implementing a split bin is an efficient way to allow for a recycling program.

Municipal Street Sweeping Services.

CR&R began offering municipal street sweeping services to franchise communities in 1999 to incorporate this service within the solid waste management program. Since that time, there have been nine Southern California cities that have incorporated this service into their CR&R

solid waste management franchise agreements. In doing so, the following advantages are provided to a community:

- Street sweeping performance is routed the day after trash collection, thereby picking up any loose materials from the prior day collection process.
- Cost of this service was removed from the general fund budget and incorporated into the residential and commercial refuse rates paid by the rate payer at the time of bidding or through the renegotiation process. This has typically not resulted in a rate increase for rate payers with an overall general fund cost reduction.
- Routing changes are easily handled by one performing entity.

As outlined above, CR&R has demonstrated its ability to explore and identify a number of new and innovative recycling programs throughout its rich history. We are committed to providing our customers with new and innovative programs which will take all of us to the next level of environmental awareness. As stewards of our environment, we are at the forefront of all the efforts to reduce our carbon footprint and make a lasting impression to the next generation which we hope will continue carrying out our mission of minimizing the impacts to the environment.

5. Health and Safety Experience

CR&R is especially proud of its safety record, and strives daily to ensure that our employees make the right decision in every element of their job. Our Worker's Comp experience modification factor as of January 18, 2018 is 0.63; and 0.62 in 2017. This is an exceptional number based upon the industry standard of 1.0. We recognize that safety is everyone's responsibility. Its starts at the top, our founder and CEO Mr. Ronnenberg has set the expectation and culture that nothing is more important than safety, and then reinforces that

commitment by hosting a monthly safety review with the executive staff, senior managers, operation managers and route managers in attendance. The Safety Director has provided all departments a framework that details the safe way each employee is to conduct their responsibilities, and is encouraged to speak up if conditions interfere with the safe way. CR&R believes that State and Federal (E.g. OSHA and DOT) regulations represent the minimum standard, and actively solicits input from its employees on how to minimize risk, and maximize employee safety.

Culture is significant but incomplete without training, follow through and compliance assessments. The Safety Director conducts monthly safety training meetings with all drivers and maintenance personnel in order review the previous month results and provide job specific skill improvement training. We will sometimes use consultants to provide expertise from their specific field. All of our route managers have a daily tail-gate meeting with all drivers to gain their commitment to follow all safety rules that day, share a topical safety message, and include an encouraging message for the day. The route managers conduct three (3) safety observations per week where they observe the driver conducting their collections, and will provide regular feedback, retraining, and if necessary corrective action.

CR&R has also installed computerized video cameras on our vehicles that send images in real-time for supervisor review of safe driving and collection habits of all drivers while on route. This procedure is a constant reminder to the collection drivers of the need to practice safe driving habits and allows the in-house supervisor to implement changes to improve each driver's driving habits.

CR&R has developed a comprehensive in-house Driver Safety Training Program. This program is designed to provide a hands-on training regimen that dictates the proper operation of all vehicles, on road and off road. It includes nationally recognized defensive driving techniques, proper operation of all vehicle controls, a code of safe practices for each job function, body mechanics (e.g. push, pull, lift), post incident requirements, and compliance with all State and Federal regulations regarding record keeping and documentation This training is for all new employees, current employees assuming new responsibilities, and remedial training.

An additional area of training is hazardous identification and mitigation; employees are taught to know when something does not look right, and how to have it corrected. This training includes the identification of hazardous materials that are prohibited from the waste stream.

6. Proven Capabilities

CR&R has a proven track record of being ability to understand the direction of California legislation, the industry trends, and technology. This confluence has been the engine of innovation which has driven CR&R to focus its capital and resources on minimizing the use of local landfills by maximizing the use of its existing recycling/processing infrastructure long before diversion was a contract term. Throughout our 54 year history, we have implemented innovative recycling programs ahead of their time which have changed the direction of our industry in California and throughout the nation. CR&R was the first company to offer Temecula a city-wide residential three cart recycling system over 27 years ago. Today, we have a number of communities that partner with us to maximize recycling efforts and minimize the use of landfills. The following programs only recent examples that demonstrate CR&R capability to design and implement all the programs the City of Tustin has required in their RFP.

One of the newest progressive diversion and program based agreements was established and implemented for the City of Lake Forest in 2014. CR&R recognized the opportunity to showcase its core philosophy to promote diversion program implementation and expansion of existing source separated programs. The company was proud to be awarded the agreement and began service in 2014. While the agreement had lofty goals for increasing participation in source separate recycling programs, including the addition of a new food scrap collection program, the Lake Forest recycling coordinator team was able to meet and exceed the first phase requirement over a year ahead of the goal timeline set in the franchise agreement and achieve a one year extension. First phase achievements included verified counts of 286 additional commingled recycling bins for commercial customers, 157 commingled recycling bins for multi-family customers, and 104 food scrap participants.

7. Technological Innovation.

PROPOSAL FORM 3
BACKGROUND AND EXPERIENCE

Early on, CR&R has embraced the deployment of the “right” technologies to enhance its effectiveness and betterment of delivering of services to our customers. CR&R has the experiences and resources to assimilate new technologies into routine practices like picking up trash. We have experience at either developing our own systems or merging existing technologies into new systems that improve operational efficiencies and lower our cost to offer and maintain services while extending the life cycle of our equipment. Ultimately, our approach to managing our resources makes CR&R more efficient and preferred in the market place. The combination of performance-based systems and the use of proprietary integrated technologies, has positioned CR&R to assist our customers with their Zero Waste goals currently in position and surely to be enacted in the future. This forward thinking has given CR&R an impressive advantage in being awarded multiple municipal service contracts over the past ten years. CR&R has developed and deployed in cab digital operations for delivery confirmation, service exception reporting, GPS tracking, GEO-Fencing, geographic information system (GIS), and algorithmic systems to map and route dynamic services like temporary bins, storage boxes and roll off containers. Please see form 10 on current technology deployment, and form 11 for proposals for further technology development and implementation.

City of Lake Forest

1. The City of Lake Forest contracted with CR&R March 2014 for a term of eight years plus two one year extensions. This Franchise has since been extended for an additional one year period for achievement of first phase recycling goals. Services include a three-cart residential collection system of solid waste, recyclables, and yard trimmings. Commercial service consists of solid waste collection, source separated and single material recycling collection, and food scrap collection.

The City of Lake Forest was transitioned from previous service provider. City staff, CR&R and the city's consultant established a series of transition meetings prior to implementation date. Additionally, CR&R contacted large HOA's and provided a commercial workshop for business to provide information about the service transition and new recycling programs available to comply with state recycling requirements. Weekly updates were provided to staff prior and during the transition period followed with monthly meetings. The service transition involved replacing residential curbside carts and commercial bins from the previous service provider.

2. Customers Served:

   Residential: 18,700

   Commercial: 800

   Food Scrap Participants: 166

3. Services performed:

   Residential – refuse, recyclables and yard trimmings collection (option to co-collect food scraps upon City request)

   Commercial – refuse, recyclables, and food scrap collection

   Industrial – refuse and recyclables collection

   Temporary services – rolloff, clean-up bins, C&D processing

Lake Forest has a team of two recycling coordinators to help expand participation in source separated recycling and food scrap programs. The team has been tremendously successfully in implementing over 480 source separated recycling bins and implemented food scrap collection at over 160 food establishments to date.

The City of Lake Forest has the option to implement a residential curbside co-collected food scrap collection program.

For additional information and references about our services in the City of Lake Forest, please contact: Christine Groves, Management Analyst at 949-461-3571.

City of San Clemente

1. The City of San Clemente completed a restated and amended agreement with CR&R effective January 1, 2011 with one year automatic extensions beginning 2022. In 2016, CR&R and the City amended the agreement to include a residential organics program that was implemented July 1, 2016. Services include a three-cart residential collection system of solid waste, recyclables, and co-collected yard trimmings and food scraps. Commercial service consists of solid waste collection, source separated and single material recycling collection, and organic collection for source separated food scraps and yard trimmings.

2. Customers served:

   Residential: 21,100

   Commercial: 820

3. Services performed:

   Residential – refuse, recyclables and co-collected yard trimmings and food scraps

   Commercial – refuse, recyclables, and organics (food scrap and yard trimmings)

   Industrial – refuse and recyclables collection

   Temporary services – rolloff, clean-up bins, C&D processing

For additional information and references about our services in the City of San Clemente, please contact: Danna McIntosh, Environmental Services Coordinator at 949-498-9436.

City of Temecula

1. The City of Temecula has been progressive in recycling programs and was one of the first cities to adopt the three-cart collection system for residential. CR&R is proud to be the city's service provider since 1991. In January 2016, CR&R implemented a curbside food scrap program co-collected with yard trimming materials. Residents were provided education and the use of pails to assist with source separation and collection of food scraps.

Services in Temecula include a three-cart residential collection system of solid waste, recyclables, and co-collected yard trimmings and food scraps (organics). Commercial service consists of solid waste collection, source separated and single material recycling collection, and organic collection for source separated food scraps and yard trimmings.

2. Customers served:

   Residential: 29,600

   Commercial: 1,150

3. Services performed:

   Residential – refuse, recyclables and co-collected yard trimmings and food scraps (organics)

   Commercial – refuse, recyclables, and organics (food scrap and yard trimmings)

   Industrial – refuse and recyclables collection

   Temporary services – rolloff, clean-up bins, C&D processing

For additional information and references about our services in the City of Temecula, please contact: Aaron Adams, City Manager at 951-694-6425.

PROPOSAL FORM 4
PROPOSER REFERENCES

The following pages contain a complete summary table of CR&R experience in California providing solid waste collection and processing services

PROPOSAL FORM 4
PROPOSER REFERENCES

LISTING OF MUNICIPALITIES

			RESIDENTIAL							MULTI-FAMILY			COMMERCIAL			INDUSTRIAL	RES ACCTS	COM ACCTS	POPULATION**
CITY	START DATE	FRANCHISE TYPE	REFUSE	RECYCLE	ORGANICS	BULKY ITEMS	E-WASTE	U-WASTE	HHW	REFUSE BIN	RECYCLE BIN	ORGANICS	REFUSE BIN	RECYCLE BIN	ORGANICS	RECYCLE			
ORANGE COUNTY																			
ALISO VIEJO	1997	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL	MANUAL	MANUAL	F/L MRF	F/L	AUTO	F/L MRF	F/L	F/L	ROLLOFF CUB	11,000	400	48,721
COSTA MESA	1953	NON-EXCLUSIVE								F/L MRF			F/L MRF	F/L		ROLLOFF CUB		1,200	
COSTA MESA SANITARY DISTRICT	1963	EXCLUSIVE	AUTO MRF		AUTO MRF*	MANUAL	MANUAL					AUTO MRF			F/L		24,500		110,000
COUNTY OF ORANGE AREA 1	1999	RES/COM: EXCLUSIVE	MANUAL MRF			MANUAL	MANUAL						F/L MRF	F/L		ROLLOFF CUB	3,419	14	10,244
COUNTY OF ORANGE AREA 2	2015	RES/COM: EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL					AUTO			F/L		400	0	
COUNTY OF ORANGE AREA 3	1999	RES/COM: EXCLUSIVE	AUTO MRF	AUTO	AUTO	MANUAL	MANUAL	MANUAL		F/L	F/L		F/L MRF	F/L		ROLLOFF CUB	85		10,244
COUNTY OF ORANGE AREA 9	1964	RES/COM: EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL			F/L	F/L		F/L MRF	F/L		ROLLOFF CUB	2,280	191	13,000
DANA POINT	1997	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL	MANUAL	MANUAL	F/L MRF	F/L	AUTO	F/L MRF	F/L	F/L	ROLLOFF CUB	11,000	350	34,037
IRVINE	1997	NON-EXCLUSIVE											F/L MRF	F/L		ROLLOFF CUB	0	339	
LA HABRA	2015	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL	MANUAL		F/L	F/L	AUTO	F/L	F/L	F/L	ROLLOFF CUB	12,143	874	62,086
LAGUNA HILLS	1997	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL	MANUAL	MANUAL	F/L MRF	F/L	AUTO	F/L MRF	F/L	F/L	ROLLOFF CUB	11,000	480	30,618
LAGUNA NIGUEL	1997	EXCLUSIVE	AUTO	AUTO	AUTO*	MANUAL	MANUAL			F/L MRF	F/L	AUTO	F/L MRF	F/L	F/L	ROLLOFF CUB	18,900	270	65,328
LAKE FOREST	2014	RES/COM: EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL	MANUAL		F/L	F/L	AUTO	F/L	F/L	F/L	ROLLOFF CUB	18,000	900	77,264
MIDWAY CITY SANITARY DIST	1992	COM. EXCLUSIVE				MANUAL				F/L MRF	F/L	AUTO	F/L MRF	F/L		ROLLOFF CUB	0	1,138	102,046
NEWPORT BEACH	1997	NON-EXCLUSIVE								F/L MRF	F/L		F/L MRF	F/L		ROLLOFF CUB		303	
NEWPORT BEACH	2014	EXCLUSIVE	AUTO MANUAL MRF	AUTO MANUAL		MANUAL	MANUAL	MANUAL	MANUAL								22,804	0	86,688
NEWPORT COAST	2007	EXCLUSIVE	AUTO	AUTO		MANUAL	MANUAL			AUTO	AUTO					ROLLOFF CUB	4,196	0	9,741
ORANGE	2010	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL	MANUAL		F/L	F/L	AUTO	F/L	F/L	F/L	ROLLOFF CUB	28,000	2,600	140,992
RANCHO SANTA MARGARITA	2005	RES/COM: EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL			F/L	F/L	AUTO	F/L	F/L	F/L	ROLLOFF CUB	11,000	450	47,853
SAN CLEMENTE	1997	EXCLUSIVE	AUTO	AUTO	AUTO*	MANUAL	MANUAL	MANUAL	MANUAL	F/L MRF	F/L	AUTO	F/L MRF	F/L	F/L	ROLLOFF CUB	21,000	800	63,522
SAN JUAN CAPISTRANO	1997	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL	MANUAL		F/L MRF	F/L	AUTO	F/L MRF	F/L	F/L	ROLLOFF CUB	11,500	350	34,593
STANTON	1963	EXCLUSIVE	AUTO		AUTO	MANUAL	MANUAL			F/L MRF	F/L	F/L	F/L MRF	F/L	F/L	ROLLOFF CUB	3,550	625	38,186
TUSTIN	2007	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL	MANUAL		F/L MRF	F/L	AUTO	F/L MRF	F/L	F/L	ROLLOFF CUB	12,500	2,200	75,540
LOS ANGELES COUNTY																			
ARTESIA	2015	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL	MANUAL	MANUAL	F/L MRF	F/L	AUTO	F/L MRF	F/L	F/L	ROLLOFF CUB	3,302	356	16,874
AVALON	2013	EXCLUSIVE	AUTO MANUAL	AUTO MANUAL	AUTO MANUAL	MANUAL	MANUAL	MANUAL	MANUAL	R/L MRF	R/L MRF	AUTO MANUAL	R/L MRF	R/L MRF	F/L	ROLLOFF CUB	3,200	150	3,728
BELLFLOWER	2005	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL	MANUAL	MANUAL	F/L MRF	F/L	AUTO	F/L	F/L		ROLLOFF CUB	9,905	1,641	76,616
COUNTY OF LOS ANGELES	1952	NON-EXCLUSIVE								F/L	F/L		F/L	F/L		ROLLOFF	0	250	

AUTO = AUTOMATED CART COLLECTION MANUAL = MANUAL COLLECTION SERVICE AUTO MANUAL = SEMI-AUTOMATED F/L = FRONTLOAD COLLECTION SERVICE MRF = MRF PROCESSED
ROLLOFF CUB = ROLLOFF AND CLEAN UP BIN SERVICE *Green & Food **City website data as of May 2018

PROPOSAL FORM 4
PROPOSER REFERENCES

LISTING OF MUNICIPALITIES (CONT.)

			RESIDENTIAL							MULTI-FAMILY			COMMERCIAL			INDUSTRIAL	RES ACCTS	COM ACCTS	POPULATION**
CITY	START DATE	FRANCHISE TYPE	REFUSE	RECYCLE	GREEN WASTE	BULKY ITEMS	E-WASTE	U-WASTE	HHW	REFUSE BIN	RECYCLE BIN	GREEN WASTE	REFUSE BIN	RECYCLE BIN	GREEN WASTE	RECYCLE			
LOS ANGELES COUNTY (CONT.)																			
LONG BEACH	1963	NON-EXCLUSIVE								F/L MRF	F/L		F/L MRF	F/L		ROLLOFF CUB	0	200	470,130
NORWALK	1957	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL	MANUAL	MANUAL	F/L	F/L	N/A	N/A	F/L	N/A	ROLLOFF CUB	3,340	120	106,178
SANTA FE SPRINGS	1953	NON-EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL	MANUAL	MANUAL	F/L	F/L	N/A	N/A	F/L	N/A	ROLLOFF CUB	950	482	18,027
RIVERSIDE COUNTY																			
BLYTHE	2011	EXCLUSIVE	AUTO	AUTO		MANUAL	MANUAL			F/L MRF			F/L MRF	F/L		ROLLOFF CUB	4,000	430	20,817
CALIMESA	1970	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL			F/L		AUTO	F/L	F/L	AUTO	ROLLOFF CUB	9,000	200	7,879
CANYON LAKE	1992	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL			F/L MRF		AUTO	F/L MRF	F/L	AUTO	ROLLOFF CUB	4,245	700	10,561
CITY OF RIVERSIDE	2001	NON-EXCLUSIVE								F/L			F/L	F/L		ROLLOFF CUB	0	800	32,424
COUNTY OF RIVERSIDE AREAS 5, 6, 7, 8, 9, 15	1993	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL			F/L	F/L	AUTO	F/L	F/L	AUTO	ROLLOFF CUB	1,000	200	
HEMET	2011	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL			F/L MRF	F/L	AUTO	F/L MRF	F/L	AUTO	ROLLOFF CUB	24,000	1,000	78,657
LAKE ELSINORE	1953	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL			F/L MRF	F/L	AUTO	F/L MRF	F/L	AUTO	ROLLOFF CUB	12,600	600	51,821
PERRIS	1968	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL			F/L MRF	F/L	AUTO	F/L MRF	F/L	AUTO	ROLLOFF CUB	15,000	400	68,386
SAN JACINTO	1968	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL			F/L	F/L	AUTO	F/L	F/L	AUTO	ROLLOFF CUB	10,100	400	44,199
TEMECULA	1991	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL			F/L MRF	F/L	AUTO	F/L MRF	F/L	AUTO	ROLLOFF CUB	29,625	1,188	100,097
WILDOMAR	2009	NON-EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL			F/L	F/L	AUTO	F/L	F/L	AUTO	ROLLOFF CUB	5,808	1,200	32,176
SAN BERNARDINO COUNTY																			
COUNTY OF SAN BERNARDINO AREA 20	1970	EXCLUSIVE	AUTO MANUAL	AUTO MANUAL		MANUAL	MANUAL			F/L	F/L		F/L	F/L		ROLLOFF CUB	5,600	200	
COLTON	2017	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL	MANUAL		F/L	F/L	AUTO	F/L	F/L	AUTO	ROLLOFF CUB	10,500	661	52,154
LOMA LINDA	2017	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL	MANUAL		F/L	F/L	AUTO	F/L	F/L	AUTO	ROLLOFF CUB	4,742	320	23,261
WRIGHTWOOD CSD	1970	EXCLUSIVE	AUTO MANUAL	AUTO MANUAL		MANUAL	MANUAL			F/L	F/L		F/L	F/L		ROLLOFF CUB			
IMPERIAL COUNTY																			
EL CENTRO	2007	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL			F/L	F/L	AUTO	F/L	F/L	AUTO	ROLLOFF CUB	11,000	1,200	42,598
CALIPATRIA	2007	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL			F/L	F/L	AUTO	F/L	F/L	AUTO	ROLLOFF CUB	800	200	7,705
WESTMORLAND	2011	EXCLUSIVE	AUTO	AUTO		MANUAL	MANUAL			F/L	F/L		F/L	F/L		ROLLOFF CUB	500	100	2,225
HEBER UTILITY DISTRICT	2011	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL			F/L	F/L	AUTO	F/L	F/L	AUTO	ROLLOFF CUB	500	100	
HOLTVILLE	2010	EXCLUSIVE	AUTO	AUTO	AUTO	MANUAL	MANUAL			F/L	F/L	AUTO	F/L	F/L	AUTO	ROLLOFF CUB	800	200	5,939

AUTO = AUTOMATED CART COLLECTION MANUAL = MANUAL COLLECTION SERVICE AUTO MANUAL = SEMI-AUTOMATED F/L = FRONTLOAD COLLECTION SERVICE MRF = MRF PROCESSED
ROLLOFF CUB = ROLLOFF AND CLEAN UP BIN SERVICE *Green & Food **City website data as of May 2018

PROPOSAL FORM 4
PROPOSER REFERENCES

Municipality Reference Summary Table

MUNICIPALITY	CONTACT	TITLE	ADDRESS	PHONE
ORANGE COUNTY				
Aliso Viejo	Mr. Shaun Pelletier	City Engineer	12 Journey Suite 100 Aliso Viejo CA 92656	(949) 425-2512
Costa Mesa	Ms. Amber Haston	Management Analyst	77 Fair Drive Costa Mesa CA 92628	(714) 754-5343
Costa Mesa Sanitary District	Mr. Scott Carroll	District Manager	628 W 19th St Costa Mesa CA 92627	(714) 754-5043
County of Orange - Area 1, 2, 3, 9	Mr. Thomas Koutroulis	Director of OC Waste and Recycling	330 N Flower St, Suite 400 Santa Ana CA 92703	(714) 568-4160
Dana Point	Ms. Jennifer Anderson	Senior Management Analyst	33282 Golden Lantern Dana Point CA 92629	(949) 248-3571
Irvine	Mr. Mike Byrne	Senior Management Analyst	#1 Civic Center Plaza Irvine CA 92623	(949) 724-6357
La Habra	Mr. Elias Saykali	Director of Public Works	621 W. Lambert Rd La Habra, CA 90631	(562) 383-4170
Laguna Hills	Mr. David Reynolds	Deputy City Manager	25201 Paseo Del Alicia #150 Laguna Hills CA 92653	(949) 707-2610
Laguna Niguel	Mr. Nasser Abbaszadeh	Director of Public Works	30111 Crown Valley Pkwy Laguna Niguel CA 92677	(949) 362-4337
Lake Forest	Mr. Thomas Wheeler	Director of Public Works	25550 Commercentre Suite 100, Lake Forest CA 92630	(949) 461-3400
Midway City Sanitary District (Joint agreement)	Mr. Ken Robbins	General Manager	14451 Cedarwood St Westminster CA 92683	(714) 893-3553
Newport Beach	Mr. David Kiff	City Manager	3300 Newport Blvd. Newport Beach CA 92659	(949) 644-3001
Newport Coast	Mr. David Kiff	City Manager	3300 Newport Blvd. Newport Beach CA 92659	(949) 644-3001
Orange	Mr. Gregory Warren	Senior Administrative Analyst	300 East Chapman Ave Orange CA 92868	(714) 744-5551
Rancho Santa Margarita	Ms. Jennifer Cervantez	City Manager	22112 El Paseo Rancho Santa Margarita CA 92688	(949) 635-1800
San Clemente	Ms. Danna McIntosh	Environmental Services Coordinator	910 Calle Negocio San Clemente, CA 92673	(949) 498-9436
San Juan Capistrano	Ms. Noreen Swiontek	Sr. Management Analyst	32400 Paseo Adelanto San Juan Capistrano CA 92675	949-493-1171
Stanton	Mr. Jim Box	City Manager	7800 Katella Av Stanton CA 90680	(714) 379-9222
Tustin	Mr. Doug Stack	Director of Public Works	300 Centennial Way Tustin CA 92780	(714) 573-3153
LOS ANGELES COUNTY				
Artesia	Mr. William Rawlings	City Manager	18747 Clarkdale Ave Artesia, CA 90701	(562) 865-6262
Avalon	Ms. Denise Radde	Chief Administrative Officer/City Clerk	410 Avalon Canyon Road Avalon CA 90704	(310) 510-0220
Bellflower	Mr. Len Gorecki	Public Works Director	16600 Civic Center Dr Bellflower CA 90760	(562) 804-1424
County of Los Angeles	Ms. Willa Zheng	Department of Public Works	1100 N Eastern Ave Los Angeles CA 90063	(626) 458-5100
Long Beach	Ms. Amy Zeidler	Environmental Services Bureau	2929 E. Willow Street Long Beach CA 90680	(562) 570-2850
Norwalk	Ms. Adriana Figueroa	Administrative Services Manager	12700 Norwalk Blvd Norwalk CA 90650	(562) 929-5700
Santa Fe Springs	Ms. Maribel Garcia	Senior Management Assistant	11710 Telegraph Santa Fe Springs CA 90670	(562) 868-0511

PROPOSAL FORM 4
PROPOSER REFERENCES

Municipality Reference Summary Table

RIVERSIDE COUNTY				
Blythe	Ms. Mallory Sutterfield	Interim City Manager	235 N. Broadway Blythe, CA 92225	(760) 922-6161
Calimesa	Ms. Bonnie Johnson	City Manager	908 Park Ave Calimesa CA 92320	(909) 795-9801
Canyon Lake	Mr. Aaron Palmer	City Manager	31532 Railroad Canyon #101 Canyon Lake CA 92587	(951) 244-2955
City of Riverside	Mr. Archie Washington	Sr. Administrative Analyst	3900 Main Street Riverside CA 92522	(951) 826-5120
County of Riverside Areas 5, 6, 7, 8, 9, 13	Mr. Greg Reyes	Deputy Director	14310 Fredrick St Moreno Valley CA 92553	(951) 358-6635
Hemet	Mr. Allen Parker	City Manager	445 E. Florida Ave. Hemet, CA 92543	(951) 765-2301
Lake Elsinore	Mr. Grant Yates	City Manager	130 S. Main Street Lake Elsinore CA 92530	(951) 674-3124
Perris	Mr. Richard Belmudez	City Manager	101 North D Street Perris CA 92570	(951) 943-6100
San Jacinto	Mr. Rob Johnson	City Manager	201 E. Main Street San Jacinto CA 92583	(951) 654-7337
Temecula	Mr. Aaron Adams	City Manager	P.O. Box 9033 Temecula CA 92589	(951) 694-1989
Wildomar	Mr. Gary Nordquist	City Manager	23873 Clinton Keith Rd., Suite 201 Wildomar, CA	(951) 677-7751
SAN BERNARDINO COUNTY				
County of San Bernardino Areas 20	Mr. Kevin Blakeslee	Public Works Director	222 W. Hospitality 2nd floor San Bernardino CA 92415	(909) 387-8600
Colton	Mr. David Kolk	Public Works Director	650 N. La Cadena Colton, CA 92324	(909) 370-5099
Loma Linda	Mr. T. Jarb Thaipejr	City Manager / Public Works Director	25541 Barton Road Loma Linda, CA 92354	(909) 799-2800
Wrightwood CSD	Mr. Al Morrissette	General Manager	PO Box 218 Wrightwood, CA 92397	(760) 249-3205
IMPERIAL COUNTY				
Calipatria	Mr. Romualdo Medina	City Manager	125 North Park St. Calipatria CA 92233	(760) 348-4141
El Centro	Mr. Abraham Campos	Interim Public Works Director	1275 Main Street El Centro CA 92243	(760) 337-5182
Heber Utility District	Ms. Laura Fischer	General Manager	1078 Dogwood Ste 103 Heber CA 92249	(760) 482-2440
Holtville	Mr. Nicholas Wells	City Manager	121 W. 5th Street Holtville CA 92250	(760) 356-2912
Westmorland	Ms. Sally Traylor	City Clerk	355 S. Center Street Westmorland CA 92281	(760) 344-3411

Processing References

Midway City Sanitation District

CR&R provides curbside recycling services for Midway Sanitation District. This jurisdiction covers the City of Westminster and unincorporated County islands. The District is set to expand their residential program to include organics collection with processing at CR&R's Anaerobic Digester facility located in Perris.

Processing services provided and facility used:

- Residential curbside commingled recyclables, CR&R Intermediate Processing Center (Western Ave Clean MRF)
- Organics processing to begin October 2018, Perris AD Facility

Contact: Ken Robbins, General Manager, 714-893-3553

Costa Mesa Sanitary District

Processing services provided and facility used:

- Curbside organics collection, Perris AD Facility
- Mixed waste process, CR Transfer Material Recovery Facility

Contact: Scott Carroll, District Manager, 714-754-5043

City of Los Angeles

Processing services provided and facility used:

- Organics processing, Perris AD Facility

Contact: Rowena Romano, P.E., Sr. Environmental Engineer, 213-485-3626

- Curbside Commingled recyclable processing for South Los Angeles, East Valley, West Los Angeles, and Harbor Areas
- Recyclables are processed at CR&R Intermediate Processing Center (Western Ave Clean MRF)

Contact: Michael W. Lee, P.E., City of Los Angeles / LA Sanitation, 213-485-3094

Rancho Mission Viejo

CR&R has an exclusive C&D processing account with the Rancho Mission Viejo Company, and sub contracts with all twelve (12) builders on the building sites. This project has been on-going for five years with another ten to fifteen years of build-out. A total of 14,000 residential units will be built on this project. The project was a direct reason for CR&R's investment in the South County Materials Recovery Facility of which has a 980 ton per day permit. Diversion averages 80% of all materials received.

Contact: Jeremy Laster, Vice president, 949-240-3363

San Clemente Outlets Mall (Located at the intersection of Interstate I-5 and Avenida Pico)

This project was directed through the City's exclusive franchise with CR&R. Over 1,000 tons were processed at the South County MRF with a 75% recovery rate.

Contact: Danna McIntosh 949-498-9436

San Onofre Power Plant warehouses demolition project.

This project consisted of processing all metal, concrete, wires, wood, etc., when three warehouses were removed from the east side of the I-5 freeway. All materials were delivered to the South County MRF for processing with a 65% recovery of over 800 tons processed and reported to the County of San Diego.

Contact: Edward Legaspi, 619-520-4429

PROPOSAL FORM 5
NAMES AND RESUMES OF KEY PERSONNEL

Below are the names of the key personnel that will be responsible for collection operations and the areas of the management, operations, and line personnel. As noted in the RFP, key project personnel marked with star (*) below shall not be substituted without prior written permission from the City.

General Manager *	Royden Fujimori
Operations Manager *	Norma Zarate
Manager of Recycling Coordinators *	Maria Lazaruk
Senior Manager(s) Responsible for Marketing of Food Scraps/Yard Trimmings/Compost Products and/or AD Energy Digestate *	Mike Silva Clarke Pauley
Customer Service Manager	Rose Eriksson
Maintenance Supervisor	Frank Alvarez
Billing Specialist	Rose Eriksson
Reporting and Compliance Supervisor	Chrystal Denning
Field Supervisor	Filiberto (Fili) Hernandez

Key Team Members

CR&R offers the City of Tustin what is perhaps the most experienced solid waste management team in place in Southern California. Together, the senior personnel who will be involved in the administration of the solid waste services on behalf of the City have a total of over 250 years of experience covering all facets of the solid waste management business. Individually, each manager at CR&R has extensive operating experience with a passion for world class customer service and a commitment to safety in each and every community we service. Furthermore, all of the key decision-makers live and work in Southern California, are intimately familiar with the regulatory and environmental standards set by the State and have a vested interest in improving their own communities.

Brief supporting resumes including qualifications and experience of key personnel identified in the table are included below. Additional resumes of CR&R staff relating to organizational structure are included in Form 6, Structure of Project Team.

PROPOSAL FORM 5
NAMES AND RESUMES OF KEY PERSONNEL

Royden Fujimori

Mr. Fujimori is the Regional General Manager for CR&R. He is responsible for all aspects of the business units including, residential collections, commercial collections, roll off, dispatch, portable storage operations, and post collection. He is accountable for the service, safety and efficiencies of each of these businesses. Royden has been at the center of every CR&R business transformation; digital operations, modernization of our fleet inventory, and employee training and development.

A graduate of the University of California Irvine, and with over 17 years of industry experience, he is the senior manager for any large operational undertaking. Mr. Fujimori has successfully led more than a dozen large scale customer transitions / roll outs, and has a developed a reputation for thoroughness leaving no small detail to chance and a trusted consultant to clients.

Mr. Fujimori will oversee the operations manager for Tustin that will be responsible for the oversight and management of the daily operations for compliance with the terms of the franchise agreement(s). He also oversees the Industrial Engineering Department and will have direct responsibility for routing.

PROPOSAL FORM 5
NAMES AND RESUMES OF KEY PERSONNEL

Norma Zarate

Ms. Zarate is our Divisional Operations Manager for the Lampson Division. She is responsible for all aspects of the operation that services seven cities in South Orange County. Norma currently manages a team of 7 route managers that supervise over 150 route employees. Coming from a transportation family, Norma has over 14 years of industry experience which she has honed her skills through a number of increasingly responsible roles at CR&R. Her ability to sincerely communicate to employees and customers alike, her ability to gain commitment in building a culture of service, safety and performance has earned her a reputation of a true leader.

Norma has extensive capability in the planning and execution of large and complicated service transitions. Her progressive experience through the organization has provided her an in depth understanding of the internal systems and processes that she utilizes to the benefit of her customers, to get things done.

Maria C. Lazaruk

Ms. Lazaruk is the Senior Public Relations and Environmental Compliance Manager for CR&R. She has worked in the solid waste management industry for 39 years and exclusively for CR&R and its affiliates for the past 24 years. Maria has developed solid waste and recycling outreach and educational material and has been responsible for ensuring full compliance with contract reporting and program monitoring to meet the goals of AB 939, AB 341, and AB 1826.

In addition, she guides the training and development of the CR&R Community Relations Sustainability Coordinator team.

Ms. Lazaruk has played a key role in all service transitions in Orange, Imperial, San Bernardino, and Los Angeles Counties. Ms. Lazaruk is responsible to instruct the Sustainability Coordinators and oversee the Implementation Plan of Action, Public Relations and Recycling Compliance for the City of Tustin.

Mike Silva

Mr. Silva is Vice President of CR&R Environmental Services' Bioenergy division and he serves as the lead project manager and civil engineer. He has more than thirty years' senior level solid waste experience with expertise in technology development and construction management. In 1992, he designed and constructed one of the first processing facilities in the Country. Since that time, Mr. Silva has been instrumental in building several transfer station and material recovery facilities.

Mr. Silva is in charge of CR&R's Anaerobic Digestion (AD) project, which is the largest of its kind in the Country. Under his leadership and management, he will continue the development of phase three and four the AD facility. He is responsible for CR&R's Bioenergy division which includes operation of the AD facility and material management. His technical capability and industry experience will support management of the City of Tustin's organics program.

PROPOSAL FORM 5
NAMES AND RESUMES OF KEY PERSONNEL

Clarke Pauley

Clarke is a Vice President in CR&R Environmental Services' Bioenergy division which presently encompasses organics recycling, anaerobic digestion, and composting. Clarke's primary focus at CR&R is on the marketing and sales of Biomethane, Carbon Credits, and organic soil products from Anaerobic Digestion. Clarke has a diverse background in renewable energy, environmental science, marketing, and business development.

Clarke has worked in the fields of environmental engineering, gasification, biochar, and most recently Anaerobic Digestion of organic wastes. Clarke has previously worked for renewable energy startups, Tetra Tech-San Francisco, and has owned his own marketing services company. Clarke is a graduate of University of California Berkeley and aside from his extensive travels has been a California resident for his entire life.

Rose Eriksson

Ms. Eriksson is responsible for establishing quality and service level goals for our Customer Service Center, measuring and reporting performance for all customer service representatives against goals, and standardizing processes and implementing new procedures to improve quality and efficiency. She continually develops and maintains written procedures and training documentation. In addition, she ensures systems and equipment support departmental needs and maintains billing system software functionality.

Ms. Eriksson also conducts process improvement meetings with other departments and will be involved in the transition process for the City of Tustin.

PROPOSAL FORM 5
NAMES AND RESUMES OF KEY PERSONNEL

Frank Alvarez

Mr. Alvarez manages over all of CR&R fleet operations for maintenance and vehicle purchases. He oversees the shop managers for each operation site to ensure CR&R's fleet is to the highest standards with all maintenance performed on a strict schedule and in conformance with the California Highway Patrol (CHP) Terminal Inspection procedures. Mr. Alvarez oversees all aspects of CHP inspections for operational sites.

Mr. Alvarez has over thirty years' experience in fleet maintenance and purchasing for CR&R. He will be responsible for vehicle procurement for the City of Tustin agreement. He works closely with operations manager Norma Zarate and the shop manager for the City of Tustin fleet to be responsive to any vehicle related matters as they arise. Additionally, Mr. Alvarez has extensive experience with vehicle procurement for new contract rollouts. His leadership, work ethic, and commitment to excellence are instrumental in meeting all new contract vehicle requirements for the CR&R operations team delivery for Tustin.

Chrystal Denning

Chrystal Denning has extensive experience of over twenty years in the solid waste management industry. Her experience includes managing municipal waste diversion reporting, recycling outreach, state annual reporting, and AB341 implementation (mandatory commercial recycling) for several cities. In addition, she has worked extensively in developing and implementing public education and outreach programs for municipalities and assisting with grant administration for the Beverage Container City Payment Program and Used Oil Collection Program. She is currently finishing her MBA at the University of La Verne.

Ms. Denning has been responsible for contract compliance and diversion program monitoring to support state goals of AB939 and AB341. She has been a key team member in recent service transitions. Ms. Denning will provide administrative and contract compliance support relating to the City of Tustin Franchise Agreement

Filiberto Hernandez

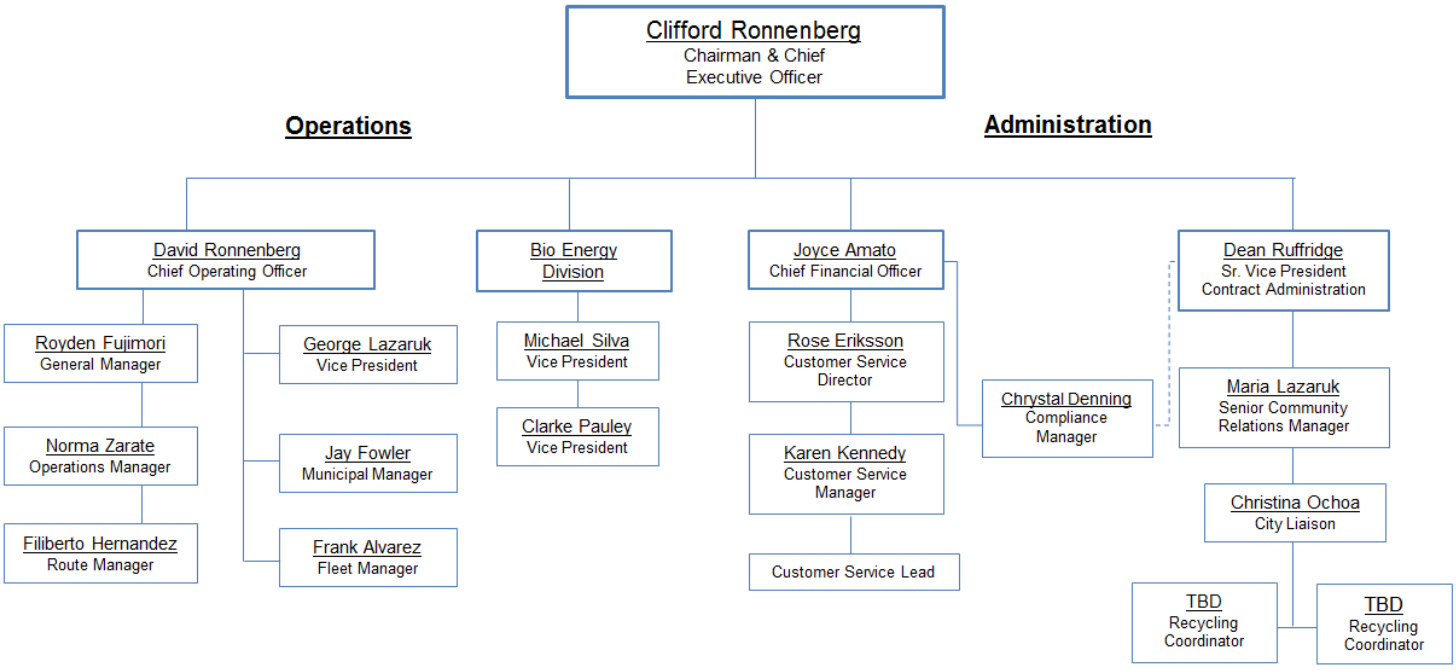
Filiberto (Fili) Hernandez is our Senior Route Manager. His current areas of responsibility include the City of Tustin and City of Lake Forest. His past areas of responsibilities include the City of Orange and Westminster. He has been part of the CR&R team for over 10 years and has over 25 years of experience in the waste industry. This includes 19 years of commercial driving and 7 years as a route manager.

Fili has been a vital part of the growth of the Lampson Division. Besides a major contributor in the daily operations, he has been part of the new contract rollout teams in Orange, Lake Forest, La Habra, Newport Beach, Westminster, and Artesia. Fili's first-hand experience gives him the ability to plan, organize and manage the work of his drivers to ensure that the service is accomplished in a consistent and safe manner.

PROPOSAL FORM 6
STRUCTURE OF PROJECT TEAM

Included with this form is CR&R's organization chart for the proposed project team. Resumes for key personnel are included on Form 5 of this proposal. Additional resumes for the project team are included in this section.

CR&R Incorporated
Organizational Chart
City of Tustin Team



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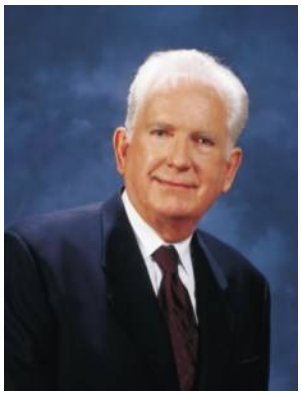


Clifford R. Ronnenberg

Mr. Ronnenberg is the founder, owner, Chairman of the Board and Chief Executive Officer of CR&R. He has more than 54 years of experience in the solid waste management business. Since its inception in 1963, Mr. Ronnenberg has grown CR&R into one of the largest and most progressive privately-owned, solid waste management companies in the United States. He manages all aspects of the business from the corporate office in Stanton, California. His vision and leadership are the primary reasons why CR&R can offer a comprehensive package of solid waste management services for residential, commercial and industrial collection including recycling, composting, transfer and disposal throughout Southern California.

In addition, Mr. Ronnenberg has grown Haulaway Storage Containers, Inc. into one of the largest portable storage container companies in the Western United States.

PROPOSAL FORM 6
STRUCTURE OF PROJECT TEAM

David M. Ronnenberg

Mr. David Ronnenberg is the Chief Operating Officer and Division President of our Orange County, Los Angeles County, Imperial County, and Colorado Solid Waste operations. In addition, Mr. Ronnenberg is also responsible for our CR Transfer, Haulaway Storage Containers and Recycling and Transportation Divisions.

A graduate of the University of Southern California in Finance and Management, Mr. Ronnenberg has used his training and experience exclusively for CR&R and its subsidiaries for over 30 years which has contributed to the growth and expansion of the company. He is also responsible for facility management, procurement, dispatching, transportation, production management, product quality, buy-back center operations and cost controls. He presently serves on the CR&R Executive Committee, which is responsible for the overall management and direction of the Company.

As President of the Recycling Division, his responsibilities include oversight of all recycling contracts, transportation, processing and marketing activities, as well as sourcing and marketing of secondary fibers. He has negotiated contracts with Alcoa, Smurfit Newsprint, Anheuser-Busch and other international suppliers and end-users of recyclable materials. Mr. Ronnenberg has served as President of the Orange County Solid Waste Association. David Ronnenberg, as Division President, will be responsible for overseeing the start-up of new operations for the City of Tustin.

PROPOSAL FORM 6
STRUCTURE OF PROJECT TEAM

Joyce M. Amato

Ms. Amato is the Chief Financial Officer and has been employed by CR&R since 1998. Ms. Amato is responsible for managing all aspects of finance, accounting and financial reporting, strategic planning, acquisitions, legal matters, information systems, customer service, corporate administration, and risk management company-wide. She has over 25 years' experience in senior management responsible for the supervision, coordination, and production of financial reporting, information systems design and implementation, and business plans and strategies. Ms. Amato monitors the financial performance of the Company, manages all banking relationships, secures financing and ensures that the Company's financial statements are in compliance with GAAP.

Ms. Amato presently serves on the CR&R Executive Committee responsible for the overall management and direction of the company. As Chief Financial Officer, Ms. Amato will be responsible for overseeing all financial reporting, franchise payments, and other reporting requirements as specified in the Franchise Agreement for the City of Tustin.

PROPOSAL FORM 6
STRUCTURE OF PROJECT TEAM

Dean A. Ruffridge

Mr. Ruffridge is our Senior Region Vice President and has responsibility for all Orange, Los Angeles and Imperial County municipal franchise agreements. A graduate of the University of Southern California with a graduate degree in Public Administration, Mr. Ruffridge has extensive knowledge and experience of the public sector side of the business as well as over 25 years' experience in solid waste and liquid waste management business.

Prior to joining CR&R in 2002, Mr. Ruffridge was responsible for over 20 municipal franchises for a large publicly held solid waste management organization. As a previous owner of his own waste company, he held various positions from general manager, district manager and vice president, and has directed the majority of all municipal contracting for the Southern California area.

Mr. Dean Ruffridge will be directly responsible for all administrative and contract compliance relating to the City of Tustin Franchise Agreement. This will include coordinating with Maria Lazaruk, Senior Community Relations Manager and Chrystal Denning, Compliance Manager, who will arrange the required recycling and diversion programs, and will outline procedures and duties for the Community Relations/Recycling Coordinators assigned to serve the City of Tustin.

Christina J. Ochoa

Christina Ochoa is the Recycling Coordinator for the City of Tustin. Ms. Ochoa generates all compliance reports to track the progress and program implementations for the City of Tustin. Ms. Ochoa has implemented several successful recycling and food waste programs through training and outreach.

Her passion for sustainability motivates her to continuously work towards implementing successful source separated programs. Ms. Ochoa has engaged with several community groups that work towards improving our environment. She is bilingual and is able to communicate well with various members of the community.

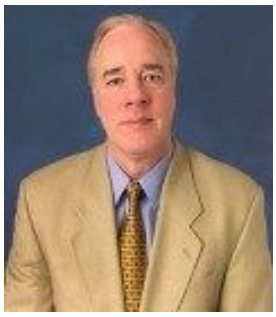
Ms. Ochoa received her B.A. in Public Administration from San Diego State University and was recently hooded as a Master of Public Administration from California State University, Long Beach. She is dedicated towards engaging the public to ensure recycling becomes a lifestyle throughout the community.

George M. Lazaruk

Mr. Lazaruk is Vice President of Industrial Accounts and special projects related to program development in cities served by CR&R. Mr. Lazaruk has 45 years of experience in the solid waste management industry.

Since joining CR&R in 1993, he has been involved in general management of CR&R operations, including the transition to and administration of fully automated solid waste collection systems in new franchised cities. Prior to joining CR&R, he served for many years as Vice President and General Manager of Waste Management's Dewey's Rubbish Division in Irvine, with over 200 employees and 150 operational routes.

Mr. Lazaruk has had extensive experience with sales and marketing strategies in the solid waste management business. He was one of the first to implement a customer service and telemarketing program. He has been a recipient of the Best Recycling Program Award issued by the State of California for programs established in Irvine. Mr. Lazaruk is responsible for special coordination efforts with City Public Works Departments for any special needs that may be in addition to the specifications of the Franchise Agreement. Mr. Lazaruk will be a senior member of the transition team, specifically responsible for special needs that may arise.



Alfred Lamarre

Mr. Lamarre is the Vice President of Human Resources and his career as a human resources leader spans 27 years with a focus on Labor Law, Compliance, Talent Acquisition, Employee Relations, and Organizational Development. Throughout his career he has instituted HR Best-Practices in organizations ranging from high-growth startups to matrixed multi-nationals, in industries as varied as manufacturing, construction, real estate services, and non-profit health care. Alfred's extensive experience developing staff to exceed future business demands will ensure CR&R's services will continue to surpass our customer's expectations.

Jay Fowler

Mr. Fowler is the Municipal Contract Manager of the Orange and Los Angeles Counties Solid Waste and Recycling Division. He is directly responsible for ensuring quality customer service for our Orange and Los Angeles County City partners.

Mr. Fowler has a proven track record of developing innovative and cost efficient waste and recycling programs. His extensive experience with trucking, courier, and logistics, combined with his experience in the solid waste industry, gives him a unique blend of management experience and organizational discipline in a multitude of areas. With over 20 years' experience, Jay has the knowledge and experience to handle any type of solid waste collection, transportation, processing, or disposal requirement.

PROPOSAL FORM 6
STRUCTURE OF PROJECT TEAM

Karen Kennedy

Ms. Kennedy is responsible for ensuring the Customer Service Department is operating efficiently and meeting or exceeding service levels, monitoring telephone calls to review the quality of the work performed, providing feedback and coaching the representatives on areas that need improvement and recognizing areas of excellence. In addition, Ms. Kennedy reviews and tracks work orders for accuracy and provides progressive training for the Customer Service Representatives on the various skill sets required.

Ms. Kennedy also provides customer feedback or issues to senior management on a regular basis. She establishes good working relationships with City personnel and responds promptly to City requests. Ms. Kennedy will be part of the transition team and ongoing management for the City of Tustin.

PROPOSAL FORM 7
LIST OF CONTRACTOR-FURNISHED PERSONNEL

Office and Management Headcount (Number of FTE)

Position Description	Number of FTE
Operations Manager	1
Field Supervisor	(under Route Manager)
Supervisor	
Recycling Coordinators	2
City Liaison	1
Office Manager	
Route Manager	1
Customer Service Representatives	2
Dispatchers	1
Other:	
Other:	
Other:	
General Manager	1
Senior Manager(s) Responsible for Marketing of Food Scraps/Yard Trimmings/Compost Products and/or AD Energy Digestate	

Collection and Transportation Headcount (leave blank if the position is not proposed):

Labor Category	Number of FTE:
Residential Collection	
MSW Driver	3
Recycling Driver	1.5
Yard Trimmings and Co-collection Driver	1.5
Food Scraps Driver (as directed by City)	2
Residential Route Manager	
Other Residential Driver	
Other Residential Driver	
TOTAL RESIDENTIAL DRIVERS	8
Commercial and Multi-Family Collection	
MSW Drivers	5
MSW Helpers	
Recycling Drivers (Single Material and Single Stream)	4
Recycling Helpers (Single Material and Single Stream)	
Yard Trimmings Drivers	1

PROPOSAL FORM 7
LIST OF CONTRACTOR-FURNISHED PERSONNEL

Yard Trimmings Helpers	
Food Scrap Drivers	1
Food Scrap Helpers	
Co-collected Food Scraps and Yard Trimmings Drivers	
Co-collected Food Scraps and Yard Trimmings Helpers	
Commercial / Multi-family Route Manager	
Other Comm / MF Driver	
Other Comm / MF Driver	
TOTAL COMMERCIAL / MULTI-FAMILY DRIVERS	11
Roll-off Collection	
MSW Compactors	1
Recycling (Single Material, Single Stream, Food Scraps, Yard Trimmings) Compactors	
C&D	1
Roll-off Route Manager	
Other Roll-off Drivers:	.5
TOTAL ROLL-OFF DRIVERS	2.5
Miscellaneous Drivers and Support	
Relief Drivers & Spares	1.5
Box Truck Drivers	
Bulky Route Drivers	.5
E-waste / U-waste / White Goods Route Drivers	.5
Container Delivery Drivers	
Scout Service Drivers	
Mechanics	1
Mechanics Helpers	1
Other Misc. and Support:	
TOTAL MISC AND SUPPORT	4.5
TOTAL PROPOSED COLLECTION / TRANSPORTATION HEADCOUNT	**26**

PROPOSAL FORM 8
COLLECTION VEHICLES TO BE FURNISHED BY CONTRACTOR

	# of Vehicles	Vehicle Manufacturer	Vehicle Type	Fuel Type
Residential MSW Collection	3	Peterbilt or Equivalent	Automated Side Loader	CNG
Residential Yard Trimmings / Food Scraps Co-collection	1.5	Peterbilt or Equivalent	Automated Side Loader	CNG
Residential Recyclables Collection	1.5	Peterbilt or Equivalent	Automated Side Loader	CNG
Residential Source-separated food Scrap Collection (if directed by the City)	2	Peterbilt or Equivalent	Automated Side Loader	CNG
Commercial / Multi-family MSW Collection	5	Peterbilt or Equivalent	Commercial Front Loader	CNG
Commercial / Multi-family Single Material Recyclables Collection	4	Peterbilt or Equivalent	Commercial Front Loader	CNG
Commercial / Multi-family Single Stream Recyclables Collection				CNG
Commercial / Multi-family Yard Trimmings Collection	1	Peterbilt or Equivalent	Front End Loader	CNG
Commercial / Multi-family Food Scrap Collection	1	Peterbilt or Equivalent	Front End Loader	CNG
Commercial / Multi-family Yard Co-collected yard Trimmings and Food Scrap Collection				
Roll-off MSW Collection	1	Peterbilt or Equivalent	Roll Off	CNG
Roll-off Recycling Collection	1.5	Peterbilt or Equivalent	Roll Off	CNG
Bulky Items	.5	Ford	Box Van	CNG
Special Item Collection (e-waste, HHW, etc.)	.5	Ford	Box Van	CNG
Route Manager	1	Ford	Pickup	CNG
Recycling Coordinators	3	Toyota	Sedan	Electric/Hybrid
Other vehicles:				

Chassis:

Peterbilt

8830 E Slauson Ave., Pico Rivera, CA 90660

Contact: Kevin Voss 909-434-6406

PROPOSAL FORM 8
COLLECTION VEHICLES TO BE FURNISHED BY CONTRACTOR

Body:

Amrep

15555 S. Cucamonga, Ontario, CA 91761

Contact: Alex G. 909-923-0430

Fuel System:

Creative Bus Sales Inc.

14740 Ramona Ave, Chino, CA 91710

Contact: Mark Matijevich 909-993-5045

Ford Vehicles:

Trans West

10150 Cherry Ave, Fontana, CA 92335

Contact: David Pratt 951-515-4352

PROPOSAL FORM 9
PLAN TO PROVIDE LIGHT WEIGHT COLLECTION VEHICLE(S)

We agree with the City's assessment that there is a thoughtful application of collection vehicles specifically built for lighter recyclable material collected in well managed programs. At CR&R we not only designed a light weight collection vehicle, we produced them, put them into production for the City of Lake Forest. The innovation has not stopped; our newest proprietary design will produce an even lighter version that weighs in 5,000 pounds lighter than a stock vehicle. In the first three (3) years of the agreement, CR&R will produce four (4) of these ultra-light weight frontend loader vehicles for commercial recycle collection in the City of Tustin.

April 1, 2019 CR&R will deploy two (2) commercial frontend loader vehicles for single stream or single material recyclables collections. Knowing the impact our recycling coordinators will have in the broad adoption of our recycling programs; on April 1, 2020 CR&R will deploy one (1) additional frontend loader vehicle for single stream or single material recyclables collections. The following year, we will deploy one (1) additional frontend loader vehicle for single stream or single material recyclables collections. Within 3 years, we will be operating four (4) ultralight weight trucks in the City of Tustin.

We believe that there may be another potential use light weight vehicles in the residential areas if the City decides to mandate source separated food scraps collection. Leading up to that final decision, CR&R will study the use of an ultralight vehicle in the residential collection of source separated food scraps collection (the 4th cart). Our light-weight vehicle deployment plans are as follows:

Waste Stream	Year of Deployment	Quantity	Make	Type
Commercial Recycle	April 1, 2019	2	Peterbilt or Equivalent	Frontend Loader
Commercial Recycle	April 1, 2020	1	Peterbilt or Equivalent	Frontend Loader
Commercial Recycle	April 1, 2021	1	Peterbilt or Equivalent	Frontend Loader
Residential Source Separated Food Scraps	January, 2022	TBD	TBD	Residential

PROPOSAL FORM 9
PLAN TO PROVIDE LIGHT WEIGHT COLLECTION VEHICLE(S)

We agree with the City that that reducing truck weights has benefits for the City, and the rate payer in the form of reduced road repair and maintenance expense. We modeled the expected cost savings for CR&R in the way of capital purchase expense, annual state licensing, and fuel efficiency savings. Those expenses are forecast as (over eight year contract period); Purchase Price $14,000, License Fee $880.00, and Fuel $24,000 or $38,880 per vehicle. This benefit has been incorporated into our pro forma and is reflected in the rates.

PROPOSAL FORM 10
PLANS TO INCORPORATE ON-BOARD TECHNOLOGY TO INCREASE SAFETY AND EFFICIENCY

Much has changed in this industry in just the last five years, and in a world where consumer's expectations that been shaped by technology, it's become much more than just picking up the trash. CR&R has been out front and embraced proven systems to provide digital in-cab operations. This investment has benefited our customers by providing real-time service information, and boosted our drivers experience by providing an uncomplicated process which enhances their defensive driving abilities, and takes some of the guess work out of a dynamic working environment. CR&R has integrated two systems into our digital in-cab operations; Mobile-Pak and GoFleet. MobilePak is the onboard module for our operational (CRM) software I-Pak. This system appears as a tablet in the cab of the truck that captures driver, route, tonnage, and service confirmation in real time which is available to our customer service and dispatch groups. The GoFleet portion of the system is a truck telematics solution that will provide real time truck data, location, video and monitoring. This system will give CR&R an integrated solution will provide safe, efficient service to the City of Tustin, and provide a foundation for additional innovative products.

Through seamless integration with our CRM software, CR&R drivers can easily view and scroll through their route list, confirm service completed, note an exception (e.g. contamination, blocked container, container not available), and receive additional dispatched work in real time. Route information is easily entered via a drop down selection that instantly transmits back to our customer service and/or dispatch who utilize CRM operational software. All computable route statics are captured in real time with back office functions like route productivity, work orders, billing, and route follow up completed instantly.

The ruggedized tablets mounted in the cab of the truck can be easily dismounted by our driver for mobility purposes. This provides the Drivers a digital camera that will be utilized to document any service exceptions. Overloaded bins, blocked access, contamination exceptions will be documented on the customer's account, an image captured, and template notification alerts will be emailed to the responsible party, including Recycling Coordinator(s), City Liaison, and Route Manager. Depending on the business rules and available data, notifications can be emailed

directly to the customer and/or the customer representative. CR&R currently operates similar systems in Westminster, Orange, and Tustin. We will be adding an on board scale system for the front load commercial and multifamily services which will capture bin weights in real time, and provide the method to comingle commercial and multifamily bin services, but still track and report weights separately as noted in the contract (9.05.A). Other add-on modules include signature capture, RFID integration, and instant charges from driver input.

The GoFleet is the vehicle telematics backbone of our in cab digital operations. Numerous processes are function whenever the truck is on, communicating with a web base tool through wireless data, including a DVIR, and direct connection to the vehicle computer (ECM). These functions include GPS, video surveillance, driver behavior, hours of service (HOS), and maintenance integration, and work in conjunction to provide increased safety, service, and efficiency to vehicle operations.

Additional to the standard GPS tracking, the system will give the CR&R managers event alerts to driver behavior. Speeding violation, hard braking, hard acceleration, and area violations will be sent to managers via email so they can be addressed with each driver. The HOS option will keep drivers within hours of compliance. The video capture with the on-board DVIR can be viewed real time or stored for past safety or service events. Video capture will include in-cab, front, rear, and side (side loaders) views.

The OBDII connection to the truck's computer allows for vehicle diagnostics, fuel management, and maintenance reminders. The system will integrate with CR&R's maintenance software (TMT). With this connection CR&R drivers are able to inspect their vehicles (Pre and post trip) and input directly into TMT software any defects or issues to be addressed by the maintenance department. Further, fault codes from the truck would be transmitted to possibly prevent on-road breakdowns.

The use of Mobile-Pak and GoFleet in the CR&R vehicles will essentially create a SMART truck concept and ensure that all compliance requirements are met with increased safety, service,

and efficiency. The system also establishes a foundation for future innovative technology that can progress the waste services in the City of Tustin.

Our experience with these systems have affected driver productivity because the driver's dwell time at a customer's location does increase slightly as they document any exceptions that involve service completion, but believe the mitigating factors (e.g. contaminated loads, customer go backs, etc.) are worth the incremental decrease in lifts per hour.

The benefits of our digital in cab technology to the rate payer benefits include; higher customer engagement through service confirmation in real time, measureable service metrics, and enhanced defensive driving practices.

CR&R does recognize the City's desire to bring the latest technologies to improve the management of recycling and waste collections and processing. CR&R has a made substantial investments in emerging technologies that has expanded processing ability, improved operational effectiveness of collection routes, and deepened customer engagement. We have been at the forefront of the integration of connecting a number of physical devices to a network to create our in cab digital operations. This has led to an improvement in route productivity, enhanced safety, and simplified the driver's ability to share service information / exceptions in real time.

Waste collection and processing is an essential utility for any community. In our experience, its best to approach these emerging technologies in a test environment; meaning a defined scope, scale and test period. A project team of CR&R operational, hardware, software experts, combined with stakeholders from City should be part of outing the project objectives, measurements, milestones, and project completion benchmarks.

Smart Containers

Within 60 days of the contract implementation, CR&R commits to provide the City a detailed project plan including; the team members, project scope, timeline, and objective milestones to implement a Smart Bin pilot program with ten (10) containers located in the nine public parks within the City by the end of 2019. Our focus of this first phase will be to identify the best technology available. We will bear the expense to source hardware from a minimum of two suppliers which will allow us to thoroughly test the sensors capabilities in different configurations and environments. The pilot program will continually measure volumes, and sites will be physically inspected to ensure the tests don't result in overflowing bins. The pilot program will be schedule to run for six (6) months which will be included in the monthly report starting with the January 2020 issue. At the end of six (6) month pilot program, the CR&R will agree to continue the program if the operational efficiencies is at least fifty percent (50%) of program expenses.

Phase II will be an expansion of the Smart Bin program will start in April 2020 CR&R will provide the City a detailed project plan including the team members, project scope, timeline, and

objective milestones to implement a Smart Bin pilot program with the approximately twenty (20) containers staged at the City facilities. The pilot program will continually measure volumes, and sites will be physically inspected to ensure the tests don't result in overflowing bins. The pilot program will be schedule to run for six (6) months which will be included in the monthly report starting with the May 2020 issue. At the end of six (6) month pilot program, the CR&R will agree to continue the program if the operational efficiencies is at least fifty percent (50%) of program expenses.

Phase III CR&R will expand the program to incorporate carts into the test program. CR&R commits to provide the City a detailed project plan including; the team members, project scope, timeline, and objective milestones to implement a Smart Bin pilot program with approximately thirty eight (38) bus stop containers located throughout starting by in January of 2021. We will collaborate with Toter and the technology company (e.g. Compology, Enevo) to integrate the measurement devices into the bus stop container to accurately measure the waste levels, and schedule the collection service. The Route Manager will make periodic inspections of the bus stops to ensure the sites don't have overflowing containers. We will bear all hardware and system expenses for a period of eight (8) month program which include monthly reporting starting in the February 2020 issue. At the end of the eight (8) month program, CR&R will agree to continue the program if the operational efficiencies are at least seventy percent (70%) of program expenses.

The successful conclusion of these pilot programs will lead to discussions to establish the service scope language and rates for dynamic routing based on accumulated data and proven technologies.

On Board Scales

Per Item 9.05.A CR&R will accomplish separate tracking and reporting of multi-family and commercial tons by integrating on-board scales with our in cab digital operation from the start of the new contract April 1, 2019. Each customer location on that day's route will be transferred to the Mobile Pak tablet mounted in the driver's truck. When the driver arrives at the customer the location will be selected either by GPS location or a pick list for manual input. The load-cell

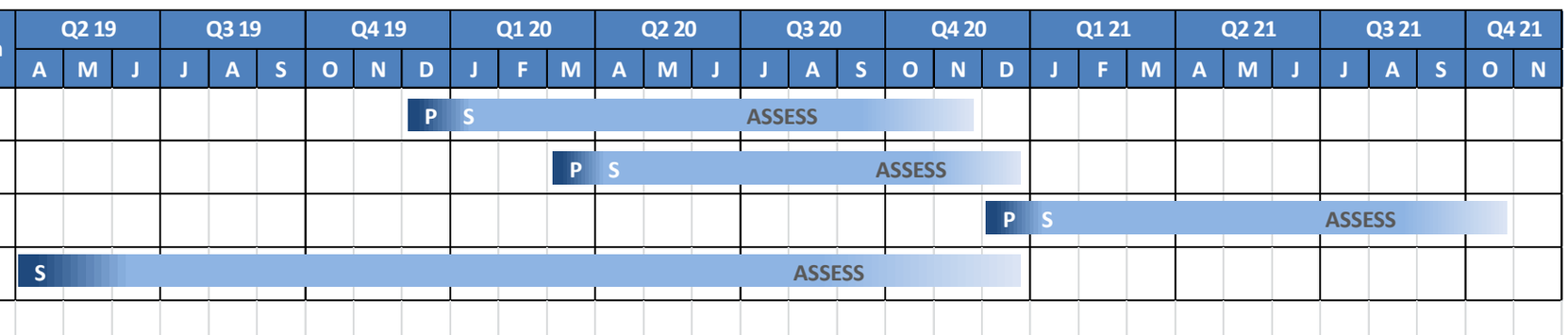
integrated with the front load forks, and tablet will record the weight of the container, or the driver can manually key in the weight. The tablet (fully described on form 10) will transfer the customer information with the weight to our CRM and be available in real time to customer service.

CR&R will be collecting, tracking, and be measuring customer waste density (lbs. per cubic yard) through the program ramp up transition period of ensuring full implementation of AB 341, and AB 1826 in the commercial and multi-family sectors. With 24 months of data collected, we will commit to submit our recommendation for a sustainable density based or “pay as you throw” system for MSW by March 2021.

CR&R is committed to transparency with the City throughout these pilot programs, sharing actual expenses, quantifiable efficiencies, and impact on programs.

PROPOSAL FORM 11
PLANS FOR INCORPORATION OF TECHNOLOGICAL INNOVATION

Task Name	Start	Finish	Duration
Smart Containers P1	12/2/2019	12/1/2020	52 w
Smart Containers P2	3/2/2020	12/31/2020	44 w
Smart Containers P3	12/1/2020	10/29/2021	48 w
On Board Scales	4/1/2019	12/31/2020	92 w



P = PLAN, S = START

PROPOSAL FORM 12
NUMBERS AND TYPES OF CONTAINERS TO BE FURNISHED BY CONTRACTOR AND CART SPECIFICATIONS

Carts

CR&R has an excellent and long-standing relationship with the various cart manufacturers including Toter, Rehrig Pacific and Otto Environmental. Each of these cart suppliers has an excellent track record in terms of cart performance and life cycle. CR&R will be able to choose from any one of these cart suppliers based upon their cart availability and current inventory levels at the time that we place our order for the City of Tustin.

Per RFP specifications CR&R will provide new carts prior to April 1, 2019. The color coding scheme will be as described in Addendum 3, dated May 25, 2018. All of the carts will be uniform in color with the lids of the same color as the cart body. The color coding for commercial and business establishments shall be the same as residential. All carts will have a unique serial number that correlates to a specific service address. In addition, each cart shall have the appropriate information hot stamped on the lids and bases as outlined in Attachment E of the Draft Franchise Agreement in order to inform the customer of what can and cannot be discarded into each type of container as well as provide placement instructions.

CR&R anticipates purchasing the following number of new carts for the City of Tustin:

1. 35 Gallon Cart Specifications
   Size: Approximately 25” deep x 20” wide x 39” tall
   Load Rating: 112 lbs./50.8 Kg
   Wheel Diameter: 10”
   Anticipated Quantity Ordered: 2,200 (currently in use: 2,003)

2. 65 Gallon Cart Specifications
   Size: Approximately 32” deep x 25” wide x 42” tall
   Load Rating: 224 lbs./101.6 Kg
   Wheel Diameter: 10”

Anticipated Quantity Ordered: 28,000 (currently is use: 25,656)

3. 95 Gallon Cart Specifications
   Size: Approximately 35” deep x 29” wide x 43” tall
   Load Rating: 335 lbs./151.9 Kg
   Wheel Diameter: 10”
   Anticipated Quantity Ordered: 10,500 (currently in use: 9,834)

CR&R will order and take delivery of the necessary quantity of residential and commercial carts at our container distribution center on Lampson Avenue in the City of Garden Grove.

PROPOSAL FORM 12
NUMBERS AND TYPES OF CONTAINERS TO BE FURNISHED BY CONTRACTOR AND CART SPECIFICATIONS

Commercial Bins

CR&R will order and take delivery of the necessary quantity of commercial bins at our container distribution center on Lampson Avenue in the City of Garden Grove. All commercial bins shall be new at the time they are delivered to the customer. CR&R will also make available split bins for MSW and recyclable collection; as well as organics bins with special lid colors and special water tight coatings. In addition, CR&R will also keep an on-going inventory of commercial bins at our Garden Grove Distribution Center in order to meet the changing needs of our Tustin customer base.

Types of Commercial Bins:

CR&R will replace the existing used commercial bins in the City with new steel 2, 3, 4 and 6 cubic yard front loading bins. We will also make available 3 and 4 cubic yard plastic bins where necessary in order to minimize noise issues (i.e. behind shopping centers that are located close to residential areas). In addition we will also be providing three and four cubic yard split bins (MSW and recyclables) to customers that have space constraints but still want to be provided with recycling services.

Anticipated Number of Bins:
2 Cubic Yard: 600 (currently in use: 441)
3 Cubic Yard: 1800 (currently in use: 1,533)
4 Cubic Yard: 900 (currently in use: 574)
6 Cubic Yard: 12 (currently in use: 3)
3 Cubic Yard Split Bins: 100 (currently in use: 16)
4 Cubic Yard Split Bins: 100 (currently in use: 52)
10 Cubic Yard Rolloffs: 40
40 Cubic Yard Rolloffs: 40
Compactors: As requested by the Customer

PROPOSAL FORM 12
NUMBERS AND TYPES OF CONTAINERS TO BE FURNISHED BY CONTRACTOR AND CART SPECIFICATIONS

Exact quantities used in the field may vary depending upon consumer demand as well as implementation of on-site diversion programs. CR&R will have available, in inventory, a sufficient number of bins to meet consumer demand. Having our own bin maintenance and manufacturing facility located in Stanton allows CR&R to provide the various sizes of bins as needed in colors as requested for the City of Tustin within a 24 hour period. There is essentially no waiting for orders from a third party bin provider.

PROPOSAL FORM 13
IMPLEMENTATION PLAN

An incumbent service provider could assume an implementation plan is just a continuation of what they have been doing. CR&R does not make any such assumptions with its City of Tustin implementation plan. We truly understand that the City of Tustin has initiated an innovative approach to drive compliance with State of California legislation, and we have taken a fresh and new view of how we approach implementation.

Throughout its operating history, CR&R has had extensive experience with the development and implementation of various refuse, recycling and green waste collection programs. CR&R has successfully transitioned services in twelve municipalities over the last ten years. In all cases we take a holistic approach to introduce new programs to the communities which has provided a template to use to collaborate with the City of Tustin to implement programs that shape behaviors and highlight the necessary link between education, waste prevention, and reduction activities. We deliberately set out to engage the community and City Staff in an effort to provide a transparent and smooth process by which we were able to achieve our mutual goals. We expect each step of our transition plan to be reviewed by City Staff prior to its implementation in order to eliminate surprises and encourage full transparency. We feel that Customer Service, Safety and providing local jobs are the keys to a successful and efficient solid waste and recycling program in the City of Tustin. As a leading service provider, quality customer service has always been at the forefront of our business plans. This vision is shared with Tustin's core strategy to continue to implement comprehensive customer service training coupled with new technology to provide exceptional service.

Another key aspect of our proposal is our unmatched team of professionals that will be charged with implementing the Public Education and Outreach components. We understand that public education and outreach play a critical role in the success new recycling programs. In the past few years we have been involved in a number of municipal service transitions and we know that our recent experience will play a key role in the success of our proposed public education campaigns.

CR&R's route auditing procedure as proven in the City of Tustin, will audit 2% of the households annually and tag carts identifying added recyclables in the trash cart for further education for the residents. CR&R will also audit both the recycling cart and the yard waste or organics cart to ensure contamination levels are kept to a minimum. Extensive outreach will occur prior to and with the delivery of the containers to promote the importance of keeping recyclables segregated from non-recyclables. The announcement of the award of contract with increased service with new customers carts combined with the education will support a higher diversion on the residential waste stream.

Through public outreach, we will strive to provide our residential, commercial and multi-family customers with specific programs targeted to their particular needs and challenges. Our current staff has extensive knowledge of accounts and with the addition of two full time dedicated Recycling Coordinators we will continue to work on specific areas of opportunity in an effort to reach all of our customers using the latest techniques available for successful program implementation. Our outreach toolbox includes a variety of items available such as newsletters, billing inserts, print advertisement, visual posters, informative website pages, and other custom-tailored materials along with face-to-face customer contact by our team of recycling professionals. CR&R's website has a section dedicated to the City of Tustin. This section along with our social media pages will play a key role in CR&R's future outreach efforts.

Vehicles

CR&R will provide new vehicles as required for residential and commercial collection services. Through our existing supplier relationships, CR&R will begin to procure the vehicles required upon award of contract and have them ready upon service commencement. CR&R's new vehicles will be received painted and branded from the manufacturer. All licensing requirements and final inspections will be completed by early March shortly after the vehicles are received.

All proposed new vehicles will be alternative fuel and fully compliant with AQMD regulations. CR&R's new vehicles will be fueled nightly at our Garden Grove facility using our slow fueling system. We also have a fast fuel system available if necessary.

Procurement of Personnel

CR&R has the advantage of having experience and knowledgeable drivers, customer service, and management staff in place. Any new applicants seeking employment with CR&R would be scheduled for an interview conducted by our Human Resources Manager, Corporate Recruiter, and Operations Manager. Applicants successfully completing the interview process would be required to undergo a pre-placement physical examination, background investigation, and drug screening at the Company's designated facilities.

Regardless of prior employment, all new employees attend an extensive and thorough company orientation. A training session with the Fleet Maintenance Manager is performed to acquaint the new employee with the specific handling of the equipment and how to properly perform the daily Pre-Trip Inspection and Vehicle Condition Report. New employees are hired on a three-month probationary period. During this probationary period, a route manager monitors the driver's skills necessary to perform the assigned job responsibilities and adherence to the company's stringent safety practices.

After successful completion of the probationary period, the employee is placed on their designated route. The route managers continually monitor the performance of all drivers. All of the CR&R operations and office personnel are continually trained in safety and professional conduct while performing their assigned duties.

The position of City Liaison to work exclusively with the City of Tustin will be filled by Christina Ochoa. Ms. Ochoa is currently the Recycling Coordinator for the City of Tustin and has built strong relationships with the City, Consultants, and the customer. The two (2) positions of Recycling Coordinators to work exclusively with the City of Tustin will be advertised and staffed

prior to April 1, 2019. Ms. Maria Lazaruk, a longtime resident of the City of Tustin, is our Senior Sustainability Manager and will take personal responsibility for recycling activities and contract diversion requirements for the City of Tustin. Recycling Coordinators receive extensive training on our customer relationship database, city specific programs and goals, and will report directly to the City Liaison.

Our focus will be to hire environmentally minded Sales People who are passionate about attaining recycling accounts for a goal of diversion over disposal.

Determination of Routes

CR&R will perform residential collection services on a five day work schedule for the City of Tustin. Multi-family residential bin scheduling will continue on a six-day per week basis. If a day change is necessary for a bin customer, we will visit with the affected customer to gain acceptance with the customer and then receive final approved from the City prior to implementation.

Each collection route will be determined through the use of a computerized grid system and listed sequentially. This system allows CR&R's field operations to provide maximum efficiency with a minimal amount of collection vehicles on surface streets. CR&R drivers are trained to respond to instances of significant traffic congestion and other emergency conditions and to inform our dispatch of such circumstances. Dispatchers will then accordingly modify any collection route in order to maintain uninterrupted service to our customers. Every effort will be made to either not change a residential route day or minimize route day changes based upon our optimum routing as well as taking into account the new startups anticipated with current and future construction projects.

All of CR&R's collection routes are continually reviewed with any daily changes in routing performed by the designated Route Manager and approved by the Operations Manager.

CR&R maintains detailed Operational and Customer Service policies and procedures. Because of its long history in providing dependable and high quality solid waste management services, CR&R has developed systems and controls to accommodate the changing needs of all cities that CR&R serves.

Implementation Schedule

CR&R has prepared a full implementation timeline referenced as our Plan of Action ("POA") schedule at the end of this Section based on the initial schedule identified in the of RFP. Plans for an April 1, 2019 start date will not be a problem with CR&R, with all plans and programs implemented prior to the start date.

CR&R has a strong, long-standing relationship with the manufacturers of automated carts and vehicles for use in the City. Through these relationships, CR&R will have the new carts and new vehicles needed to provide service in the City within the time frame established in the schedule.

Processing, Transportation and Disposal

CR&R offers the City of Tustin one of the most comprehensive Solid Waste infrastructures in all of Southern California. Our commitment to managing the waste streams we collect has been an on-going evolution over the past 50 years of our existence. Since we are a diversion based company, our primary focus has been and continues to be on minimizing the amount of materials that we transport to our local landfills. This is a significant differentiation from most of our larger competitors who own and operate local landfills. Their goal is to provide more volumes to their landfills while our goals are centered on providing more volumes to our recycling facilities. We feel that this distinction is more aligned with our Clients goals as well.

CR&R's facilities to be used are listed in forms 15 through 19. All recyclables, yard trimmings, food scraps, and C&D materials will be collected and transported to the appropriate facility. CR&R has developed many of these facilities over the past 50 years in order to provide all of

our Los Angeles, Riverside, San Bernardino, Imperial, and Orange County municipalities with both primary and secondary options for their solid waste diversion needs. CR&R has the resources available to provide the most effective methods of collection, transportation, and processing of materials to ensure the City of Tustin's diversion goals are met.

Customer Billing

CR&R has extensive experience integrating customer information into its computer database and expects to be able to do so seamlessly for the City of Tustin. We have a state-of-the-art computer program specially designed to meet the specific needs of the company's customers and the cities we serve. Our computer program allows ease of operation by Customer Service Representatives and operations personnel. The system provides access to a multitude of information as it relates to CR&R's service. This program allows Customer Service Representatives and operations personnel to respond quickly to requests for service, promptly resolve complaints and address any concerns in each city in a timely manner.

With all customers, CR&R keeps an internal billing database of each customer in order to maintain the account for ancillary services and other information needed to provide World Class Customer service to each and every customer in the City.

The general information available in the tracking system includes, but is not limited to:

- Name, account number, service address, and billing location of each account.
- Service notes pertaining to specifics of the customer account, including the time and date of phone calls, items discussed during the phone conversations and the Customer Service Representative that responded to each call.
- Dates of bulky-item pick-ups, missed pickups, courtesy pickups, and types of violations.
- Contamination and overflow tags.
- Container identification numbers linked to the service address where the container was assigned.
- Customer billing history, type of service, and scheduled collection days.

CR&R has the ability to create detailed reports using the above information with the ability to sort by date, route, container size, violation, type of service, street name, driver name, etc. This data is readily accessible and is made available upon request by CR&R's contracted cities. To protect this information from loss or corruption, at the end of each day the data is updated onto a back-up system and stored off-site.

Deployment of New Carts, Bins, Roll-Off Boxes and Compactors

CR&R will take delivery of all containers at the Garden Grove distribution center. Delivery vehicles will distribute carts by neighborhood.

As CR&R has extensive experience in past conversions in cities of similar size, the delivery and removal process can be accomplished according to our implementation plan prior to April 1, 2019.

Delivery of multi-family residential and commercial business bins and roll-off boxes will also be accomplished prior to April 1, 2019 using a combination of CR&R and manufacturer delivery vehicles. In addition, all compacter units within the City will be inspected.

Preparation of Public Education Materials

Public education will be an integral component to the success of the new recycling programs and CR&R acknowledges the public education responsibilities as outlined in the agreement, Attachment B, section 5.1. In addition, CR&R recognizes the city's desire to meet the recycling mandates as described in AB 341, AB 1826 and SB 1383. We support all efforts to engage the community in sustainable environmental practices and will collaborate with the City to incorporate environmental campaign messaging in public education pieces.

PROPOSAL FORM 13
IMPLEMENTATION PLAN

CR&R has developed a multifaceted plan to be conducted in two phases. Phase one will begin prior to the first collection under our new agreement and will focus on introducing the new recycling programs and additional service enhancements to the public. The second phase will coincide with the implementation of our services and provide ongoing promotion of the programs. Following the transition, via educational and public outreach programs, CR&R will continue to keep Tustin residents and businesses informed about new services, laws, and advancements.

CR&R will arrange a meeting with designated City Staff and key members of the transition team following the award of this franchise agreement. Together we will review and customize the informational material for distribution and create anticipated schedules for introduction to residents and business. Each item will be customized to uniquely represent Tustin and emphasize our service commitment to the community.

CR&R has a successful history of providing smooth and seamless service transitions for the jurisdictions we presently service. In the City of Tustin, we will plan to employ a combination of the following public education transition methods that have been successful in other communities and conforming to the responsibilities outlined in the agreement in order to inform the community of the upcoming changes to their solid waste and recycling services. This plan can be tailored as necessary to accommodate the needs of the community and implementation timeline.

Phase I – Introduction

- CR&R will draft an initial mailing letter introducing the transition and programs to the residents and businesses.
- CR&R will prepare a colorful mailer explaining the various programs and the different options available; such as cart sizes and quantity options.
- A detailed brochure will be delivered to the resident which describes the various services and types of materials to be recycled. Brochures will also be made available to residents

and businesses throughout the agreement term and placed at designated community locations such as City Hall and other City facilities.

- The City of Tustin currently has a separate page on CR&Rs website which outlines our services. CR&R will ensure any updates relating to the new franchise agreement will be implemented for Tustin. Our IT group can also work with the City to provide a link from the City's website to our website.
- CR&R will also use social media platforms to reach the large audience of Single Family residents and educate them on the importance of recycling and how to properly sort recyclables.
- If available, CR&R can work with the local cable provider in order to provide a Public Service Announcement outlining future services as well as our contact information.
- In addition, CR&R plans on sending a letter to AB 341 and AB 1826 non-compliant accounts 90 days prior to the transition period to incentivize customers to add cost saving recycling programs. This letter will advise customers of the environmental and cost benefits associated with the addition of a recycling program and it will also outline the appropriate laws.
- Upon completion of these tasks, CR&R executes the second phase of the community education process.

Phase II – On-going Education

Once CR&R transitions the services from the City, CR&R will continue to implement a full range of public relations strategies to encourage participation in both the residential and commercial integrated waste management programs. Upon completion of our initial meeting with the City Staff, several alternatives will be outlined to promote solid waste collection, green waste and recycling activities.

Press releases, advertising, media interviews, feature articles, and letters to the editor, as well as public service announcements and the use of public access television are some of the tools CR&R enlists in its communications campaign. These avenues of information have proven

successful to CR&R in the past and will play an integral part in the success of each program in the City of Tustin.

CR&R also provides a wide array of materials in both English and Spanish. These materials are used as handouts at speaking engagements, special events, or placed in public information areas within the city. We also employ a number of bilingual Customer Service Representatives which can help answer questions and provide information to our diverse customer base. Additionally, Christina Ochoa will serve as City Liaison and is bilingual and will be able to work with customers who may require a consultation in Spanish.

CR&R will provide a quarterly Recycle News publication containing information about environmental programs, upcoming events, and water quality items. This may be inserted into the quarterly residential billing. In addition, we provide multi-family customers with the same publication through their Property Management for reproduction as needed. The material may be provided in PDF format for reproduction into community newsletters. Business recycling guides are also provided to customers to encourage participation in a source separated recycling program.

At the end of this proposal there are several samples of the custom educational materials currently being provided for our customers in Tustin and other cities.

On-going education items:

- CR&R's primary goal will be to ensure all commercial and multi-family customers are in compliance with AB 341, AB 1826, and SB 1383. We plan to follow-up with all non-compliant customers who did not initially start a recycling program during the transition period and continuously encourage expansion of current recycling programs where available.
- In addition to these public education avenues, CR&R will continuously work towards engaging and educating the public through community and social media outreach.

- Corrective Action "Red-Tag" Notices – notification system for use when inappropriate items are placed out for collection or placed in an inappropriate container.
- Newsletters distributed as bill inserts.
- Support of articles and press releases for City publications.
- Website – information about "Reduce, Reuse, Recycle", recycling guidelines, holiday schedules, Sharps information, proper HHW disposal and other helpful information.

Community Outreach

CR&R's team of professionals plays a key role in promoting the integrated waste management programs within the cities it serves by actively involving themselves in the activities and fund-raising needs of the community.

Community involvement has always been an important part of CR&R's commitment to the cities it serves. This is accomplished in several ways such as attendance and participation in key organizations and special events within the community. Examples of these events and organizations include:

- Tustin Chamber of Commerce Pillar Sponsor
- Tustin Community Foundation Sponsor
- Exchange Club of Tustin Sponsor
- Tustin Boys and Girls Club
- Operation Warm Wishes
- Orange County Rescue Mission
- Veterans Housing Projects
- State of the City Address
- Tustin Hangar Half Marathon
- Mayor's Business Recognition Luncheon
- Compost giveaways
- HHW Collection Events
- Totally Tustin

- Tustin Chili Cook-off Tustin Historical Society
- Monetary contributions in support of worthy local causes
- Promotion of activities in the schools, such as science fairs, principal for a day, scholarship fundraising, and special assemblies
- Board and committee participation on local Chamber of Commerce

CR&R recognizes that public outreach and education is ongoing and we are committed to updating information as necessary to promote program participation and conform to the requirements of the agreement.

Status Meetings with the City

CR&R will arrange a meeting with the designated City Staff and CR&R's City Liaison (1 full time employee), Recycling Coordinators (2 full time employees in the field), Recycling Supervisor for Tustin (1 full/part time employee), Senior Sustainability Manager, and operations staff at least seven to eight weeks before the implementation of all new residential or commercial integrated waste management and recycling programs. Together we will review the developed informational material, the anticipated delivery schedules, as well as any concerns that may be anticipated for the start-up.

On-going and no later than seven weeks before the implementation of any new residential and commercial integrated waste management program, CR&R will arrange a meeting with the designated City staff and CR&R's Transition Team. Together we review the draft informational material, finalize and present to the residents and businesses.

CR&R also plans on holding monthly meetings with City Staff for at least the first six (6) months after the transition period to review recycling programs, diversion goals, and any issues that arise.

PROPOSAL FORM 13
IMPLEMENTATION PLAN

CR&R has a long successful history in providing smooth and seamless transitions of service for all the jurisdictions we presently service. Some of the selected methods we have used to accomplish these transitions are as follows:

- A letter from the Mayor or designated city person introducing the transition and new programs to the commercial customers.
- A commercial and multi-family mailer explaining the program and discussing the different options available; such as container sizes, recycling options, diversion needs, etc.
- An 8 1/2" by 14" quad-fold information brochure which describes the service and types of materials to be recycled will be mailed to each residential account.

Once the containers have been delivered and/or replaced, CR&R will execute a full range of public relations strategies to encourage increased participation in both the residential and commercial integrated waste management programs. Upon completion of our initial meeting with the City Staff, several strategies to promote solid waste collection, organic waste and recycling activities will be outlined.

Press releases, advertising, media interviews, feature articles, and letters to the editor, and the use of online media outlets are some of the tools CR&R enlists in its media campaign. These avenues of information have proven successful to CR&R and will play an integral role in the success of the program in the City of Tustin.

Community involvement has always been and will always be an integral part of CR&R's commitment to the cities we serve. We accomplish this in several ways:

- Attendance and participation in special events within the community
- Attendance at public forums and workshops
- Serving on local committees or task forces
- Board and committee participation on local Chambers of Commerce
- Presentations to local apartment managers T.E.A.M., HOA's, community groups, organizations and community centers

- Monetary contributions in support of worthy local causes

Our team of professionals plays a key role in promoting the integrated waste management programs of the cities we serve by actively involving themselves in the activities and fund-raising needs of the community.

Upon award of the City contract, CR&R will begin implementation of its proven procedures to achieve a smooth transition of service for the residents and businesses in the City of Tustin.

PROPOSAL FORM 13
IMPLEMENTATION PLAN

Program and Tasks	Agency Responsible	Weeks of Years 2018-2019																																							
		Aug	Aug	Sept	Sept	Sept	Sept	Oct	Oct	Oct	Oct	Oct	Nov	Nov	Nov	Nov	Dec	Dec	Dec	Dec	Jan	Jan	Jan	Jan	Jan	Feb	Feb	Feb	Feb	Mar	Mar	Mar	Mar	Apr	Apr	Apr	Apr	Apr	May	May	May	May
		21st	28th	4th	11th	18th	25th	2nd	9th	16th	23rd	30th	6th	13th	20th	28th	4th	11th	18th	25th	1st	8th	15th	22nd	29th	5th	12th	19th	26th	5th	12th	19th	26th	2nd	9th	16th	23rd	30th	7th	14th	21st	28th
Franchise Approval	City	X																																							
Developmental Start-Up																																									
Submission of One-time RFP Payment to City	CR&R		X																																						
Hire 2 Recycling Coordinators	CR&R			X																				X																		
CR&R Internal Departmental Meetings	CR&R		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
1. Asset Purchases																																									
Vehicles Ordered & Received	CR&R	X																											X													
New Residential Containers Ordered & Received	CR&R																				X								X													
New Commercial Bins Ordered and Received	CR&R																					X							X	X												
Decal Bins	CR&R																															X	X									
Establish Local Operating Procedures	CR&R				X	X	X																																			
2. Brochures and Outreach																																									
Announcement Letter	CR&R																							X	X																	
Letter from CR&R Outlining Rates and Services to Customers	City																							X	X																	
Newsletter for First Billing Prepared and Reviewed by City	CR&R														X										X	X																
Tustin Newsletter Article	City																																	X								
Develop Commercial Recycling Brochure	CR&R																				X	X																				
City Review and Approvals of Brochures	City																									X																
Mailer and Service Brochure sent to customers	CR&R																																X	X								
Multi-family Letter Outlining Programs	CR&R																							X	X																	
AB 341 & AB 1826 Non-Compliant Transition Letter Mailed	CR&R																									X													X	X	X	X
Community Workshops	CR&R																																		X	X	X	X	X	X	X	X
Compost Give-a-way Event	CR&R																																						X				
HHW Collection Event	CR&R																																									X
Chamber of Commerce Interaction	CR&R & City	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
3. Customer Information																																										
Route Sheets Reviewed and Revised	CR&R																									X				X				X								
Customer Data Base Updated with New Route #'s	CR&R							X																		X				X				X								
Confirm Services for City Events and Past Experiences/Needs	CR&R																																	X	X	X	X					
4. Start-Up																																										
Assess Temporary Bin Customers and provide Proposals	CR&R																													X	X	X	X	X	X	X	X	X	X	X	X	X
Establish Permits for HHW U-Waste Collections	CR&R																							X	X																	
New Commercial Bin Delivered	CR&R																													X	X	X	X									
New Residential Carts Delivered	CR&R																															X	X									
Trouble Shoot and Cart Change outs	CR&R																																					X	X			
Commence Phase 1 Recycling Implementation	CR&R																																	X	X	X	X	X	X	X	X	X
In Field and In-office Extra Personnel	CR&R																																			X						
Commence Service	CR&R																																	X								

CR&R INCORPORATED environmental services the face of a greener generation

PROPOSAL FORM 14
CONTRACTOR'S DETAILED DESCRIPTION OF DIVERSION PROGRAMS

CR&R will be focused on maximizing the City's Diversion opportunities through our extensive knowledge and experience in this aspect of our core competencies. We have invested significantly in our Southern California processing infrastructure both for recyclables and organics. Because of our commitment to "Diversion not Disposal," our entire perspective is unique. This strategy aligns our goals as well as our city customers who look for partners that will maximize recycling program opportunities.

CR&R has the following supporting programs available to ensure program goals are continually met and exceeded. Program summary table along with corresponding CalRecycle DPS codes can be found at end of this section.

5000-ED-ELC Electronic Outreach

As described in our Implementation Plan, CR&R will immediately update the City of Tustin existing webpages to identify all programs by waste stream. In addition, CR&R will emphasize the recycling Bin cost as 50% of the trash cost as well as the increased number of recyclables now available to be recycled with the provided recycling containers.

All quarterly newsletters will be electronically input into the CR&R and City websites.

CR&R will work with the City to do Recycling "blasts" to all registered accounts in the City. Customers with water meter, trash, and other public services will be able to receive these "blasts" reminding residents and businesses of the need to recycle. We will also point out the economic advantage to recycle.

5010-ED-PRN Print Outreach

- Quarterly Residential Billing
- Monthly commercial billing
- Quarterly newsletter
- Billing Inserts

- Seasonal notification of Tree recycling
- Initial letter from CR&R and City
- Initial two-part postcard for Cart sizing
- "How to" Brochure
- Contamination Notices
- Annual Sharps Collection Postcard
- Annual HHW Postcard
- Annual Notice to Residents
- Annual Notice to HOA's and Property Managers
- Residential Audit Cart Tags identifying items recyclable
- Added Brochure each time a cart is delivered, replaced, or maintained
- Contamination Notices

5020-ED-OUT Recycling Coordinators

Upon Award of the Solid Waste Franchise Agreement, CR&R will direct Maria Lazaruk, CR&R's Senior Sustainability Manager, to hire two full time in-field recycling coordinators to do the necessary field work for compliance of Program implementation.

Christina Ochoa will serve as the City Liaison and work closely with both of the City Recycling Coordinators. Christina will monitor daily activities, provide all required reporting, and be responsible for meeting timelines of contract deliverables. With Ms. Ochoa's understanding of the customer base in Tustin, she will lead the coordinators to best use of their time attaining customer commitments to be in compliance with the requirements of each Phase of Recycling deployment.

CR&R will continue to offer commercial and multi-family bin customers the opportunity to subscribe to a source separated recycling program and will encourage existing recycling customers to expand their programs. We will provide businesses with the information they need regarding legislation and educational materials. CR&R will also work with Tustin Effective

Apartment Managers (T.E.A.M.) to assist all property managers in increasing their knowledge and understanding of changing legislation, how it will impact them, and how we can help them implement successful recycling programs. CR&R's dedicated Recycling Coordinators will provide assistance with waste audit assessments, proposals, implementation, outreach and training, along with continued follow up and monitoring to ensure success of the recycling program.

PROPOSAL FORM 14
CONTRACTOR'S DETAILED DESCRIPTION OF DIVERSION PROGRAMS

DIVERSION PROGRAMS LISTED BY WASTE STREAM

PARIS CODE	WASTE STREAM	PROGRAM	ROUTING	MAT'L HANDLING	CONTAINERS	PROCESSING	Anticipated Tonnage start	DIVERSION	Anticipated Tonnage Jan 2022	DIVERSION
	RESIDENTIAL									
	Single-Family	Curbside	Landfill	Direct haul	Carts	No	11,144	**0%**	9,472	**0%**
2000-RC-CRB	Blue Commingled SS Cart(s)	Curbside	Clean MRF	Sort Line	Carts	Yes	3,943	**80%**	3,943	**90%**
3000-CM-RCG	Green Waste Cart(s)	Curbside	Compost	Grinder	Carts	Yes	5,574	**100%**	5,574	**100%**
3040-CM-FWC	Food Scraps	Curbside	CORe	Sort Line	Carts	Yes	0	**100%**	1,672	**100%**
3040-CM-FWC	Food Scraps with yardwaste	Curbside	AD	Sort Line/Grinder	Carts	Yes	5,574	**100%**	7,247	**100%**
2080-RC-SPE	Bulky Items Diversion	Curbside	CRT	Floor Sort	No	Yes	369	**62%**	640	**62%**
2080-RC-SPE	Universal Waste Diversion	Curbside	Lampson	Shelf Sort	No	Yes	1	**90%**	1	**90%**
2080-RC-SPE	E-Waste Diversion	Curbside	Lampson	Floor sort	No	Yes	23.1	**100%**	40	**100%**
2070-RC-SNL	Holiday Tree Diversion	Curbside	S C MRF	Grinder	No	Yes	51.77	**100%**	51.77	**100%**
9010-HH-PMC	HHW Collections	Event Location	on site	Floor Sort	No	Yes	2	**100%**	8	**100%**
4030-SP-WHG	Source Separated White Goods	Processed	S C MRF/CRT	Floor Sort	No	Yes	27	**100%**	35	**100%**
	Multi-family Residential	Curb&enclo'r	Landfill	Direct haul	Bins & Carts	No	16,494	**0%**	14,046	**0%**
2030-RC-OSP	Single Material	Processed	Clean MRF	Sort Line	Bins & Carts	Yes		**90%**		**90%**
2030-RC-OSP	Single Stream	Processed	Clean MRF	Sort Line	Bins & Carts	Yes	1,088	**82%**	1,447	**90%**
3020-CM-COG	Green Waste	Processed	Compost	Grinder	Bins & Carts	Yes	94	**100%**	2,183	**100%**
	COMMERCIAL									
	Commercial & Business Bins	Curb&enclo'r	Landfill	Direct haul	Bins & Carts	No	21,976	**0%**	18,615	**0%**
2030-RC-OSP	Source Separated Single Mat'l	Processed	Clean MRF	Sort Line	Bins & Carts	Yes	165	**90%**	225	**90%**
2030-RC-OSP	Source Separated Single Stream	Processed	Clean MRF	Sort Line	Bins & Carts	Yes	1,331	**80%**	1,823	**90%**
3020-CM-COG	Green Waste	Single Stream	Compost	Grinder	Bins & Carts	Yes	38	**100%**	892	**100%**
3040-CM-FWC	Food Scraps	Single Stream	CORe	Sort Line	Bins & Carts	Yes	1,370	**100%**	3,321	**100%**
	Roll-Off Boxes									
4070-SP-DSD	Disaster Debris	Processed	S C MRF/CRT	Floor Sort	R/O Boxes	Yes	0	**80%**	0	**80%**
4060-SP-CAR	Source Separated Inerts	Processed	S C MRF/CRT	Floor Sort	R/O Boxes	Yes	68	**100%**	68	**100%**
4050-SP-WDW	Source Separated Wood Waste	Processed	S C MRF/CRT	Floor Sort	R/O Boxes	Yes	20	**100%**	20	**100%**
4040-SP-SCM	Source Separated Scrap Metal	Processed	S C MRF/CRT	Floor Sort	R/O Boxes	Yes	0	**100%**	0	**100%**
7000-FR-MRF	Single-Material Recyclables	Processed	Clean MRF	Sort Line	R/O Boxes	Yes	388	**100%**	388	**100%**
7000-FR-MRF	Single Stream Recyclables	Processed	Clean MRF	Sort Line	R/O Boxes	Yes	90	**100%**	90	**100%**
3020-CM-COG	Green Waste	Processed	Compost	Grinder	R/O Boxes	Yes	277	**100%**	277	**100%**
	Permanent Service	Direct Haul	Landfill	Direct haul	R/O Boxes	No	4,752	**0%**	4,752	**0%**
	TEMPORARY SERVICES									
	Roll-Off Boxes									
7000-FR-MRF	C&D Mixed R/O & Mixed CUB's	Processed	S C MRF/CRT	Sort Line	R/O Boxes	Yes	2,784	**75%**	2,784	**75%**
4060-SP-CAR	Source Separated Inerts	Processed	S C MRF/CRT	Sort Line	R/O Boxes	Yes	1,285	**100%**	1,285	**100%**
4050-SP-WDW	Source Separated Wood Waste	Processed	S C MRF/CRT	Floor Sort	R/O Boxes	Yes	458	**100%**	458	**100%**
4040-SP-SCM	Source Separated Scrap Metal	Processed	S C MRF/CRT	Floor Sort	R/O Boxes	Yes	237	**100%**	237	**100%**
7000-FR-MRF	Single-Material Recyclables	Processed	Clean MRF	Sort Line	R/O Boxes	Yes	94	**100%**	94	**100%**
7000-FR-MRF	Single Stream Recyclables	Processed	Clean MRF	Sort Line	R/O Boxes	Yes	0	**100%**	0	**100%**
3020-CM-COG	Green Waste	Processed	S C MRF/CRT	Floor Sort	R/O Boxes	Yes	50	**100%**	50	**100%**

PROPOSAL FORM 15
DESCRIPTION OF MATERIAL RECOVERY PROCESSING FACILITY(IES) – CLEAN MRF

Commingled Recyclables

Material Recovery Facility proposed to be used to process Single Material Separated Recyclable Materials and Single Stream Recyclable Materials

The following facility is owned and operated by CR&R Incorporated:

Name & Location of Facility
CR&R Intermediate Processing Center (Western Ave Clean MRF)
11291 Western Avenue
Stanton, CA 90680

Contact: Bob Williams, Recycling Manager, 714.890.6300, ext. 2267

Material to Be Processed:

All Single Stream and Single material source separated recyclables

Waste Stream Origination:

- Residential Commingled Recyclable Cart
- Commercial Commingled and Single Stream Recycling Bins and Carts
- Source Separated Recyclables from Roll-offs and Roll-off Compactors

Available, uncommitted processing capacity in Tons Per Day and Facilities Total permitted Capacity in tons per day:

Unlimited volume by regulation

The facility currently operates with 2 shifts per day and has been as high as three shifts per day with prior sort lines. The facility has been expanded to three lines and added sorters capable of 25 to 30 tons per hour.

2 shifts: 450-500 tpd

3 shifts: 700-720 tpd

This facility currently processes all single material and single stream recyclables collected from the City of Tustin and has capacity for future expanded recycling program implementation as well as growth from development.

Current capacity reserved for Tustin: 7,000 tons per year

Permits: Per Section 6.02, copies of all permits will be submitted to the City by April 1, 2019.

Additional Recyclable Processing Facility:

South Orange County MRF and Transfer Station
31641 Ortega Highway
San Juan Capistrano, Ca.
Built in 2007

Contact: Bob Williams, 714-890.6300

This facility processes and transfers all source-separated recyclable materials and does not have a limited capacity.

Current capacity reserved for Tustin: 7,000 tons per year.

The facility has a single sort line for processing.

Currently there are no existing customers.

PROPOSAL FORM 15
DESCRIPTION OF MATERIAL RECOVERY PROCESSING FACILITY(IES) – CLEAN MRF

Transfer Facilities Used for Recyclable Materials Handling

With direct hauling of MSW to the local Orange County Landfill system, there will not be a need to utilize CR&R's exclusive transfer facilities; such as CRT in Stanton for any MSW materials.

Residual (non-recyclable) material hauling from the Clean Material Recovery Facilities utilized for the City of Tustin will utilize transfer trailers from each MRF.

PROPOSAL FORM 15
DESCRIPTION OF MATERIAL RECOVERY PROCESSING FACILITY(IES) – CLEAN MRF

Summary Table of Inbound Tons (May 2018)

CR&R Intermediate Processing Center (Western Ave Clean MRF)

CITY	INBOUND POUNDS	INBOUND TONS	Total Rec'd
EL CENTRO	396,220	198.11	
LAGUNA HILLS	266,605	133.30	266.605
NEWPORT BEACH	908,960	454.48	
SIGNAL HILL	182,760	91.38	
NEWPORT COAST	306,780	153.39	
ALISO VIEJO	294,466	147.23	294.466
PHELAN	105,020	52.51	
LA PALMA	175,760	87.88	
ORANGE	2,174,640	1087.32	
LA MIRADA	708,560	354.28	
BELLFLOWER	709,300	354.65	
LAKE FORREST	1,247,780	623.89	
RANCHO SANTA MARGARITA	324,585	162.29	324.585
LAKEWOOD	1,165,980	582.99	
COLTON	409,740	204.87	
TUSTIN	504,420	252.21	
SAN JUAN CAPISTRANO	433,287	216.64	433.287
DANA POINT	351,992	176.00	351.992
SAN CLEMENTE	606,723	303.36	606.723
LAGUNA NIGUEL	504,462	252.23	504.462
BLYTHE	36,980	18.49	
ARTESIA	222,200	111.10	
LA HABRA	555,610	277.81	
CYPRESS	568,580	284.29	
LEISURE WORLD	175,380	87.69	
CERRITOS	617,400	308.70	
NORWALK	123,920	61.96	
LOS ANGELS	687,240	343.62	
SANTA FE SPRINGS	42,780	21.39	
MIDWAY CITY	1,193,960	596.98	
TOTAL	16,002,090	8,001.05	

PROPOSAL FORM 16
DESCRIPTION OF FOOD SCRAP AND/OR YARD TRIMMINGS AND/OR CO-COLLECTED YARD TRIMMINGS AND FOOD SCRAPS PROCESSING FACILITY(IES) TO BE USED – COMPOSTING FACILITY

Green Waste / Organic Materials

The following facilities are owned and operated by CR&R Incorporated:

Name & Location of Facility:
CR&R South County Organics Composting
Adjacent to 31641 Ortega Hwy, San Juan Capistrano, CA

This facility is permitted for 12,500 cubic yards of compost at any one time and is currently inspected and permitted with the County of Orange.
Products are presold to such companies as Kellogg's and Scott's.

Contact: Baltazar Zavala, Operations Manager, 949.289.4009 Cell

Material to Be Processed:
Source separated yard trimmings

Waste Stream Origination:
Residential Yard Trimmings
Commercial/Multi-family yard trimmings

Available, uncommitted processing capacity in Tons Per Day and Facilities Total permitted Capacity in tons per day:
This facility currently processes all yard trimmings collected from the City of Tustin and has capacity for future expanded recycling program implementation as well as commercial growth.

Current capacity reserved for Tustin: 5,800 tons per year

PROPOSAL FORM 16
DESCRIPTION OF FOOD SCRAP AND/OR YARD TRIMMINGS AND/OR CO-COLLECTED YARD TRIMMINGS AND FOOD SCRAPS PROCESSING FACILITY(IES) TO BE USED – COMPOSTING FACILITY

Permits: Per Section 6.02, copies of all permits will be submitted to the City by April 1, 2019.

Equipment: Wheel loaders Catepillar, 966 Vermeer- windrow turner, Vermeer trommel

Name & Location of Facility:
Lakeview
18420 Bridge Street
Lakeview, CA

Contact: Mike Silva, 714-883-3777

Material to Be Processed:
Source separated yard trimmings

Waste Stream Origination:
Residential Yard Trimmings
Commercial/Multi-family yard trimmings

Current capacity reserved for Tustin: 5,800 tons per year

The 200 acre Lakeview site is located at 18240 Bridge Street in the community of Lakeview, California. The facility is located just north of Ramona Expressway and south of Gilman Springs Road. The Facility is designed to handle up to 130,000 cubic yards of stabilized soil amendment/compost generated from the Anaerobic Digestion (AD) Facility located at CR&R's facility in Perris, California. Other organic products will also be added to the mix within a few months.

PROPOSAL FORM 16
DESCRIPTION OF FOOD SCRAP AND/OR YARD TRIMMINGS AND/OR CO-COLLECTED YARD TRIMMINGS AND FOOD SCRAPS PROCESSING FACILITY(IES) TO BE USED – COMPOSTING FACILITY

The Lakeview facility anticipates an increase from the existing Registration Tier Permit level (12,500 cubic yard) of compost operation to a Regional Composting Facility that will handle up to 130,000 tons per year of the stabilized material generated by the AD Facility and curbside programs. These materials will be screened, fully cured, and dried at the Lakeview site. In addition, the material may be blended and mixed with other agricultural materials prior to shipment to the final market place. Material delivered to the site from the AD facility will be on site an average of 30 days.

CR&R is currently conducting a research compost project at the at the Lakeview site utilizing residuals (AD soil products) from the AD In-Vessel facility in Perris derived from the composted green waste and food waste. The work includes researching various methods of composting, blending, and screening of the AD soil products to produce value added soil products. Research on various methods of composting may include alternate windrow turning intervals, variation of moisture levels, moisture maintenance with and blending with green waste compost, use of biochar, and composted liquid. Research on screening techniques may include testing different screening apparatus (i.e. trommel screen, deck screen, and star screens) to evaluate optimal configurations and settings to produce commercially viable soil products. CR&R's objectives for the research project are to develop cost effective methods of composting and screening to maximize the market value of its AD soil products.

Name & Location of Facility:

The following facilities are owned and operated by CR&R Incorporated:

South Yuma County Landfill
19536 South Avenue 1E
Yuma, AZ. 85365

PROPOSAL FORM 16
DESCRIPTION OF FOOD SCRAP AND/OR YARD TRIMMINGS AND/OR CO-COLLECTED YARD TRIMMINGS AND FOOD SCRAPS PROCESSING FACILITY(IES) TO BE USED – COMPOSTING FACILITY

Contact: William Hunter, Manager, 928 341-9300

This is a fully permitted 30 acre site on the South Yuma County Landfill. This facility currently composts organics collected in the Yuma County, Arizona and Imperial County of California.

Capacity in tons per day: Unlimited capacity. No tonnage restriction on Tustin amounts.

Material to Be Processed:
Co-collected yard trimmings and food scraps
Food scrap

Current capacity reserved for Tustin: 10,700 tons per year

Equipment: Wheel loaders Catepillar, 966 Vermeer- windrow turner, Vermeer trommel

Alternative Facilities:
The following facilities are owned and operated by CR&R Incorporated:

Name & Location of Facility:
Sage Ranch
Temecula, CA.

A second Riverside County Compost operation, referred to as Sage Ranch, is located easterly of the City of Temecula on a 1,000 acre olive ranch. This site will be a Registration Tier Permit level (12,500 cubic yards at any one time) compost operation and receive materials from

PROPOSAL FORM 16
DESCRIPTION OF FOOD SCRAP AND/OR YARD TRIMMINGS AND/OR CO-COLLECTED YARD TRIMMINGS AND FOOD SCRAPS PROCESSING FACILITY(IES) TO BE USED – COMPOSTING FACILITY

Southern California municipalities, as well as the Perris AD facility for drying only. The materials will be screened, fully cured, and dried at the site prior to shipping to markets.

The work at the site will include various methods of composting, blending, and screening of the AD soil products to produce value added soil products. Various methods of composting may include alternate windrow turning intervals, variation of moisture levels, and moisture maintenance with blending with green waste compost. Screening techniques may include different screening apparatus (i.e., trommel screen, deck screen and star screens) to evaluate optional configurations and settings to produce commercially viable soil products.

PROPOSAL FORM 17
DESCRIPTION OF FOOD SCRAP PROCESSING FACILITY(IES) – BIOENGINEERED FEEDSTOCK

Name & Location of Facility:

Puente Hills Material Recovery Facility (PHMRF)
13130 Crossroads Pkwy. South, City of Industry, CA 91746

Contact: Mr. Mark Revilla, 562-699-7411

Material to Be Processed:
Source separated food scraps

Waste Stream Origination:
Residential food scraps
Commercial/Multi-family food scraps

Available, uncommitted processing capacity in Tons Per Day and Facilities Total permitted Capacity in tons per day:

The Puente Hills Material Recovery Facility has the capacity to process approximately 165 tons per day of Food Scraps. It is currently processing approximately 40 tons per day of Food Scraps.

Source separated food scraps collected from customers would be received at CRT located 11232 Knott Ave in the City of Stanton. The material would be subsequently transferred to LA County Sanitation Puente Hills Material Recovery Facility (PHMRF) located at 13130 Crossroads Pkwy South, City of Industry, CA. The Material Recovery facility accepts food scraps for bioengineering feedstock into their waste water treatment operation in Carson, CA.

PROPOSAL FORM 17
DESCRIPTION OF FOOD SCRAP PROCESSING FACILITY(IES) – BIOENGINEERED FEEDSTOCK

The Los Angeles County Sanitation District offers a put or pay agreement, where the hauler will commitment to bring a specific amount of food scrap material in return for the reserve of that capacity and negotiated rate. CR&R will seek to enter into such an agreement with the County if the City of Tustin decides to implement this type of processing. We have obtained a letter from Puente Hills Material Recovery Facility (PHMRF), and an example of their agreement.

Enclosed is a letter from PHMRF providing additional details about the program, the waste water treatment plant, and management of residuals. A copy of the agreement is included in the Appendix.

PROPOSAL FORM 17
DESCRIPTION OF FOOD SCRAP PROCESSING FACILITY(IES) – BIOENGINEERED FEEDSTOCK

COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
Telephone: (562) 699-7411, FAX: (562) 699-5422
www.lacsd.org

GRACE ROBINSON HYDE
Chief Engineer and General Manager

Mr. Jay Fowler,

Below is our proposal for processing Bioengineered Feedstock. The Puente Hills Materials Recovery Facility (PHMRF) process all food wastes/scrap on one (1) receiving floor, at a processing rate of 15 tons/hour.

Proposal Form 17 – Processing Facilities for Bioengineered Feedstock

The County Sanitation Districts of Los Angeles County (Districts) operate regional solid waste and wastewater facilities. The Districts processes Food Scraps into Bioengineered Feedstock at the Puente Hills Materials Recovery Facility (PHMRF). The facility information for the PHMRF is as follows:

Puente Hills MRF
Mr. Mark Revilla
13130 Crossroads Pkwy. South, City of Industry, CA 91746
The PHMRF has the capacity to process approximately 165 tons per day of Food Scraps. It is currently processing approximately 40 tons per day of Food Scraps.

At the PHMRF, loads of source separated Food Scraps are received in the food waste receiving bay that is designed to collect and reuse any free liquid that may be present in the trucks when they dump the Food Scraps. The Food Scraps are visually inspected and unacceptable contaminants such as ropes, straps and table cloths are manually removed and disposed of in a landfill. A front end loader then loads the Food Scraps into a Doda Bioseparator (Doda). The Doda has two sets of hammer mills and screens. The hammer mills pulverize the Food Scraps. Contaminants such as Food Soiled Paper (including produce boxes) and plastic bags retained by the screens are automatically separated and then disposed of in a landfill. Some water is added to the pulverized Food Scraps to make it into a pumpable slurry (Bioengineered Feedstock), which has a solids content of approximately 14 percent. The source of the water is free liquid collected from the food waste receiving bay and recycled water from the San Jose Creek Water Reclamation Plant. The Bioengineered Feedstock is then pumped into holding tanks. Pumps are used to transfer the Bioengineered Feedstock from the holding tanks to tanker trucks. The tanker trucks deliver the Bioengineered Feedstock to the Districts' Joint Water Pollution Control Plant (JWPCP) in the City of Carson. The facility information for JWPCP is as follows:

Joint Water Pollution Control Plant
Mr. Ken Rademacher
24501 S Figueroa St., Carson, CA 90745.

JWPCP is full scale secondary wastewater treatment plant. This facility has a maximum permitted treatment capacity of 400 million gallons of wastewater per day (MGD) and currently receives approximately 260 MGD. It has the capacity to receive approximately 675 tons per day of Bioengineered

DOCS 1612780

PROPOSAL FORM 17
DESCRIPTION OF FOOD SCRAP PROCESSING FACILITY(IES) – BIOENGINEERED FEEDSTOCK

Feedstock, which is approximately 160,000 gallons per day of Bioengineered Feedstock, or 500 tons per day of Food Scraps. JWPCP currently receives approximately 85 tons per day of Bioengineered Feedstock, or 63 tons per day of Food Scraps.

The Bioengineered Feedstock is currently introduced into the headworks of the JWPCP. The Districts are currently designing a Bioengineered Feedstock receiving station so that the material can be directly fed into the digesters. The Bioengineered Feedstock is co-digested with the biosolids from the wastewater. There are three byproducts from the digestion process as described below:

Liquid By-products
All liquid is reintroduced back into the plant for treatment

Gas By-products
A natural by-product of the anaerobic digestion process is the production of methane. JWPCP has a 20 MW power plant that runs on methane from the digestion process. In anticipation of additional methane production from more Bioengineered Feedstock that will exceed the capacity of the power plant, the Districts are currently in design for a biogas conditioning system that will clean up the digester gas to a level where it can be used as vehicle fuel in place of compressed natural gas (CNG). There is a public use CNG facility at the JWPCP. The proceeds from the sale of the CNG and associated incentives will be used to keep Food Scrap tipping fees as low as possible.

Solid By-products. The biosolids from JWPCP are sent off-site to a number of locations. Currently, approximately 90 percent of the biosolids are diverted and only 10 percent are disposed. By 2020, no biosolids will be disposed. Current biosolids management facilities are listed below:

Composting
- Tulare Lake Compost (Districts' facility); 34318 23rd Avenue, Kings County CA 93239
- Inland Empire Regional Composting Facility (Districts' & IEUA facility); 12645 6th St., Rancho Cucamonga CA 91739
- Nursery Products Hawes Composting Facility (via Synagro); 14479 Cougar Rd., Helendale CA 92342
- South Kern Compost Manufacturing Facility (via Synagro); 2653 Santiago Road, Taft CA 93268
- Liberty Composting (via Liberty Composting Inc.); 12421 Holloway Rd., Lost Hills CA 93249

Class B Biosolids Land Application
- Desert Ridge Farms (via Denali Water Solutions LLC); Yuma County AZ Township 10S, Range 23W

Landfill
- Holloway Landfill (via Holloway Environmental); 13850 Holloway Rd., Lost Hills CA 93249

Should you have any questions, please call Matt Zuro at (562) 908-4288 ext. 6055

DOC # 4612780

PROPOSAL FORM 18
DESCRIPTION OF FOOD SCRAP AND/OR YARD TRIMMINGS AND/OR CO-COLLECTED YARD TRIMMINGS AND FOOD SCRAPS PROCESING FACILITY(IES) TO BE USED – ANAEROBIC DIGESTION

CR&R Anaerobic Digestion

The following facility is owned and operated by CR&R Incorporated:

Name & Location of Facility

Perris Anaerobic Digestion Facility

1706 Goetz Road

Perris, CA 92570

Manager contact: Mike Silva, Vice President, 714-883-3777

Material to Be Processed:

- Source separated yard trimmings
- Co-collected yard trimmings and food scraps

Small pieces of food soiled paper are acceptable in the material stream. In addition, the facility can also accept organics liquids such as cheese whey, fats, oils and grease (FOG). Food soiled paper is not considered contamination.

Waste Stream Origination:

- Residential Yard Trimmings, co-collected yard trimmings and food scraps
- Commercial/Multi-family yard trimmings, co-collected yard trimmings and food scraps

Available, uncommitted processing capacity in Tons Per Day and Facilities Total permitted Capacity in tons per day:

CR&R has completed two of the permitted four phase project which accepts 160 tons per day per Phase of construction. Although sold out for the first two phases, current capacity for

Tustin is reserved in Phase Two as well as for program sales and organics expansion into Phase Three, scheduled for completion in approximately 12 months.

Capacity Reserved for Tustin: 10,700 tons per year

Anaerobic Digestion Process

CR&R Environmental Services has invested in an advanced technology known as Anaerobic Digestion (AD), capable of powering its natural gas fleet with 100% Renewable Natural Gas (RNG) created from organic waste. Our state-of-the-art processing facility located in Perris, California, accepts organic waste producing "biogas", which is then upgraded and converted into a RNG used by our fleet of trucks servicing Southern California.

Anaerobic Digestion is a series of biological processes in which microorganisms break down biodegradable material – such as food waste, green waste, fats, oils, and greases – in the absence of oxygen. One of the end products is biogas, which can be combusted to generate electricity or processed into RNG. The separated Compost is utilized as a fertilizer.

Food soiled paper is typically incidental and small pieces are shredded and processed with the other organic material.

Digestate / Byproduct marketing:

The Perris Anaerobic Digestion Facility operates at the thermophyllic temperature of 130 degrees Fahrenheit unlike most other digesters. This temperature and 21 day hydraulic residence time does not create so-called digestate and instead creates Title 14 Compost. Both the solids and liquids are tested monthly and have always passed both the pathogen and metals testing standards.

The solids are currently dried and cured at CR&R's Lakeview Composting facility in San Jacinto. After a few days of drying, the solid material is screened for size and sold in bulk

wholesale to either Scott's Fertilizer or Kellogg's Fertilizer. Scott's and Kellogg's are by far the two largest and most sophisticated retailers of high quality compost in Southern California.

The liquids are currently being used as a fertilizer at the Scotts Dairy in San Jacinto. Depending on how much material is being re-circulated in the anaerobic digestion facility, the volumes of liquids are quite variable. In fact, some months nothing is generated for sale. Scotts Dairy uses it on their alfalfa crops.

CR&R is continually investigating additional processing equipment to innovatively increase the value and markets for both materials. Since commencing commercial operations in late 2016, 100% of all materials have been used and nothing has been landfilled or used for land application.

Transfer Facility

With the use of the CR&R Anaerobic Digestion Facility for organic materials, CR&R can utilize the Newport Beach Transfer Station for deliveries to the Perris Plant. This facility currently has 180 tons per day of unused capacity assuring the City of Tustin ample space for many years in the future. In addition, should there be a need for an alternate transfer facility, the CRT Transfer in Stanton, as well as the South County Transfer Station outside of San Juan Capistrano are also available.

Benefits of AD Process and Renewable Natural Gas (RNG)

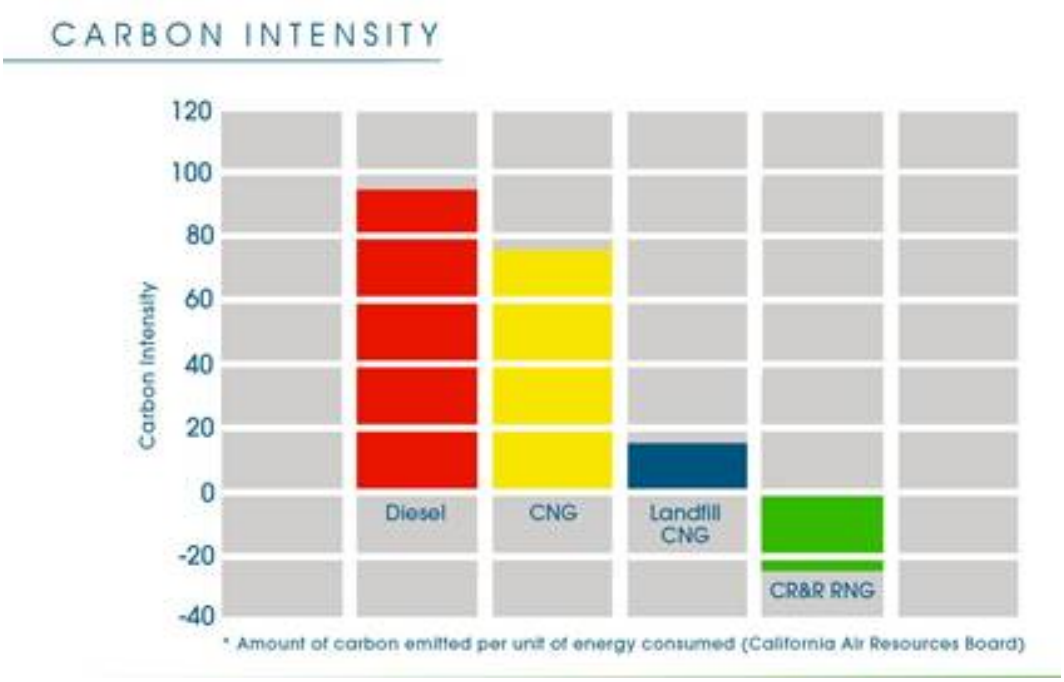
Renewable Natural Gas, or RNG for short, is a fuel that is made from the natural break down of "fresh" organic material, like grass, leaves and food waste. CR&R produces RNG fuel from the organic waste that we collect from our cities at our regional anaerobic digestion facility in Perris, California.

RNG has many environmental advantages over conventional fossil based fuels like diesel such as the following:

- RNG is a “drop in” replacement fuel for Compressed Natural Gas (CNG), meaning it can be used in engines that run on CNG fuel, like trash trucks and buses, without any modification.
- Conventional Diesel and CNG are made from fossil based material. Producing these fuels pulls carbon out of the ground and pushes it into the atmosphere when it is burned as a fuel.
- CR&R’s RNG is made from the fresh organic wastes that we collect from our cities. Our process keeps these wastes out of the landfill and our trucks run on the waste that we collect.
- State of California rates our fuel as “carbon negative.” Burning RNG in CR&R’s collection trucks destroys the methane that would otherwise be generated from dumping this waste in a landfill.
- CR&R is well on its way to deploying a 100 percent near zero emissions, carbon negative fuel powered fleet. CR&R’s entire fleet will be running on our RNG fuel and near zero emissions engines by 2025.

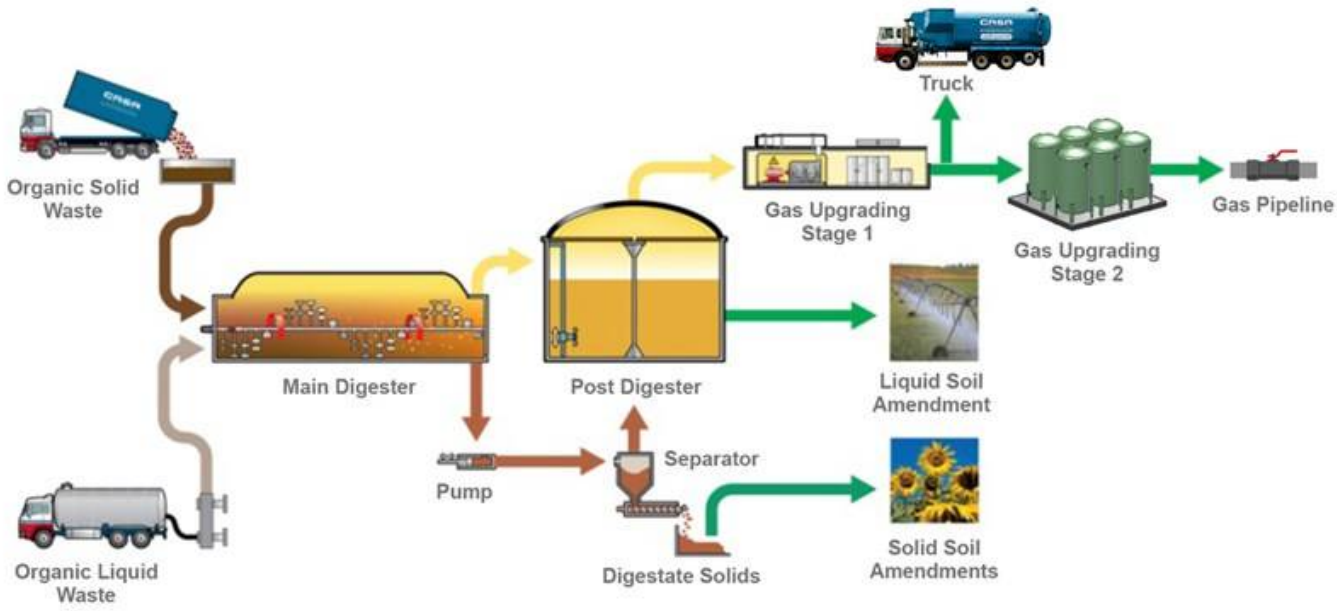
Financial benefits from grants, RIN credits, and the natural gas fuel credit are already factored in the rate per ton for the City of Tustin.

PROPOSAL FORM 18
DESCRIPTION OF FOOD SCRAP AND/OR YARD TRIMMINGS AND/OR CO-COLLECTED YARD TRIMMINGS AND FOOD SCRAPS PROCESING FACILITY(IES) TO BE USED – ANAEROBIC DIGESTION



PROPOSAL FORM 18
DESCRIPTION OF FOOD SCRAP AND/OR YARD TRIMMINGS AND/OR CO-COLLECTED YARD TRIMMINGS AND FOOD SCRAPS PROCESING FACILITY(IES) TO BE USED – ANAEROBIC DIGESTION

Anaerobic Digestion Flow Chart



PROPOSAL FORM 19
DESCRIPTION OF CONSTRUCTION AND DEMOLITION DEBRIS PROCESING FACILITY(IES) TO BE USED

Construction and Demolition Processing Facilities

The following facilities are owned and operated by CR&R Incorporated:

Name & Location of Facility

Primary Use Facility:
CR Transfer, Stanton Material Recovery Facility (CRT)
11232 Knott Avenue, Stanton, CA

Manager contact:
Joe Zavala, General Manager

714.890.6300, ext. 1601

Capacity:
Capacity of 1,800 tons per day, with ample capacity for the City of Tustin needs throughout the term of the Franchise Agreement.

Uncommitted and non-contracted up to 300 tons per day (capacity is reserved for our franchise customers)

Capacity for Tustin: 10,000 tons per year

Uncommitted tonnage is 300 tpd.

Permits: Per Section 6.02, copies of all permits will be submitted to the City by April 1, 2019.

PROPOSAL FORM 19
DESCRIPTION OF CONSTRUCTION AND DEMOLITION DEBRIS PROCESING FACILITY(IES) TO BE USED

Alternate Facility:

South County C&D Material Recovery Facility
31643 Ortega Highway
San Juan Capistrano, CA 92675

Manager Contact Information:

Baltazar Zavala, Operations Manager, 714.890.6300, ext. 1601

Material to Be Processed:

All construction and demolition debris generated from Clean-up Bins and Roll-off Boxes.

Waste Stream Origination:

Residential and Commercial Construction and Clean Up Bins and Roll Off Boxes

Source Separated recyclable construction materials from Clean Up Bins, Roll-offs, and Roll-off Compactors

Available, uncommitted processing capacity in Tons Per Day and Facilities Total permitted Capacity in tons per day:

Capacity for Tustin: 10,000 tons per year

Permitted for 980 tons per day (357,000 tons annual), this facility has 300 tons per day of unused capacity.

The Facility currently operates with one shift per day and has no restriction on hours of operation. The facility has been expanded since inception to include a thirty (30) acre

composting adjacent yard for grinding and green waste composting up to a 12,500 cubic yard capacity at any time.

Permits: Per Section 6.02, copies of all permits will be submitted to the City by April 1, 2019.

PROPOSAL FORM 20
PENDING LITIGATION

DATE OF FILING	MATTER	TYPE OF CLAIM
2/16/2016	PIKE VS. ECOLOGY AUTO PARTS VS. CR&R INCORPORATED	PROPERTY DAMAGE-INSURANCE CLAIM
12/1/2016	CARLOS ESTRADA VS. CR&R INC.	AUTO ACCIDENT-INSURANCE CLAIM
5/26/2017	NATASHA ENRIQUEZ VS. MARTIN AGUAYO; CR&R INCORPORATED	AUTO ACCIDENT-INSURANCE CLAIM
7/14/2017	ARMANDO MURILLO VS. CR&R INC AND HUGO ESPINOZA	AUTO ACCIDENT-INSURANCE CLAIM
9/5/2017	MCCANN VS. ROBERTO ZERMENO PEDROZA & CR&R INCORPORATED	AUTO ACCIDENT-INSURANCE CLAIM
10/27/2017	TRUYEN THIEN NGUYEN VS. CR&R INC.	AUTO ACCIDENT-INSURANCE CLAIM
3/2/2018	EDWARD QUESADA & ALBA QUESADA VS. CR&R INC. dba C&D DISPOSAL	AUTO ACCIDENT-INSURANCE CLAIM
3/21/2018	GREGROY W. BISHOP VS. CR&R INC.	AUTO ACCIDENT-INSURANCE CLAIM
4/23/2018	IGNACIO HUERTA AREED VS. CR&R INC. & LUIS ARMANDO URLA	AUTO ACCIDENT-INSURANCE CLAIM
6/6/2018	LE VS. HORIZON PERSONNEL SERVICES, CR&R INCORPORATED	LABOR MATTER-INSURANCE CLAIM

PROPOSAL FORM 21
EXCEPTIONS TO CONTRACT

CR&R does not have any exceptions at this time.

Financial Statements

Included in a separate package are the company's audited financial statements for the fiscal year ending September 30, 2017. These financial statements have been prepared in accordance with Generally Accepted Accounting Principles applied on a consistent basis.

There has been no material adverse change in conditions or operations as reflected in the submitted balance sheets and income statements since the date on which they were prepared.

The separately enclosed financial statements are CONFIDENTIAL, and if the City receives a request under the California Public Records Act (California Government Code Section 6250, et seq.) (the "Act") whereby the financial statements may be disclosed, the City can inform such party that the financial statements are exempt from disclosure under the Act for the reasons set forth in the enclosed letter.

1. Banking Reference:

Bank of the West
4400 MacArthur Blvd. Ste. 150
Newport Beach, CA 92660
Mr. Craig Takeshige
P: 949-797-1947

2. Surety Reference

Atlantic Specialty Insurance Company
1100 Glendon Ave., Suite 900
Los Angeles, CA 90024
Mr. Mike Lahn
P: 212-440-6523

3. Insurance References

A.) General Liability

Greenwich Insurance Company (XL Catlin)
505 Eagleview Boulevard
Exton, PA 19341
Mr. Matt Gartner, Assistant Vice President
P: 610-968-9294

B.) Workers' Compensation

XL Insurance America, Inc. (XL Catlin)
Global, Risk Management, US Insurance
725 S. Figueroa St., Suite 4000
Los Angeles, CA 90017
Karen Gharibians, Assistant Vice President
P: 213-239-5532

PROPOSAL FORM 23
AB 1669 STATEMENT

CR&R has the honor of being the City of Tustin's current service provider. By selecting CR&R as its continued partner, the City will benefit from our extensive working knowledge of the service area through our current employees. Our drivers are familiar with the street and traffic patterns in Tustin and collection time frames relative to safety sensitive areas such as schools, community centers, parks, and business districts.

CR&R has all the personnel in place necessary to continue providing the same excellent service the City has come to expect.

PROPOSAL FORM 24
PROPOSER'S PREFERRED COLLECTION AND PROCESSING METHODOLOGY(IES)

Stream	Component	Proposer's Preferred Collection Methodology	Proposer's Preferred Processing Methodology
Residential	Curbside Yard Trimmings	ASL	Anaerobic Digestion
	Curbside Food Scraps	ASL	Bioengineered Feedstock
	Curbside Co-collected Food Scraps and Yard Trimmings	ASL	Anaerobic Digestion
Commercial / Multi-Family	Yard Trimmings	FEL	Anaerobic Digestion
	Food Scraps	FEL	Bioengineered Feedstock
	Co-collected Food Scraps and Yard Trimmings	FEL	Anaerobic Digestion

In order to meet the goals and attain the incentives of Section 6.09, CR&R believes the following Operational metrics is the best for the near and full term of this Tustin Franchise Agreement:

Residential collection should continue with a three (3) cart program. Not only would four carts be troublesome and difficult for storage, it will confuse residents on what goes where. Commingling yard and food scraps has worked wonderfully in CR&R cities of Costa Mesa, Stanton, and San Clemente. The outreach and education have worked well in these cities and has increased recoverable pounds from households by 7 to 9 pounds per week. With the increased educational programs in Tustin and having three full time sustainability experts, this diversion number can hit 15 pounds per household or more. With CR&R's investment in Anaerobic Digestion, the long term solution for the City of Tustin is guaranteed for the term of this Franchise Agreement. This environmentally sound program places Tustin as a leader in sustainability and reduced environmental pollution. Using Renewable natural Gas (RNG) within the community will only add to the environmental sensitivity of the community.

PROPOSAL FORM 24
PROPOSER'S PREFERRED COLLECTION AND PROCESSING METHODOLOGY(IES)

Commercial and Multi-family Food scrap collection preference is to continue the use of the CORe project in Orange or Puente Hills MRF. This is, of course, as long as the pricing stays in a reasonable fashion. Although the CORe pricing has increased significantly in the last couple years, the operator has done so in line with the CR&R Perris project. Separated yard clippings and co-mingled food and yard should go to the Perris project. The CORe project will not take yard trimmings or any combination of yard and food scraps.

PROPOSAL FORM 25
PROPOSED RATES TO BE CHARGED

Please refer to the printed Excel Workbook forms.

Instructions: Please fill out the assumptions used to develop proposed rates as listed in Tables 1 - 4 below. Failure to provide the requested assumption data will be counted against proposers in the RFP evaluation.

Table 1: Residential Assumptions

Enter cost assumptions into yellow shaded area below								
Residential Curbside MSW - Lbs. per Cubic Yard	56	lbs. per cubic yard =			0.28	lbs. per gallon		
Residential Curbside Recycling - Lbs. Cubic Yard	34	lbs. per cubic yard =			0.17	lbs. per gallon		
Residential Curbside Yard Trimmings Only - Lbs. per Cubic Yard	110	lbs. per cubic yard =			0.54	lbs. per gallon		
Residential Curbside Food Scraps Only - Lbs. per Cubic Yard	250	lbs. per cubic yard =			1.24	lbs. per gallon		
Residential Curbside Co-collected Yard Trimmings and Food Scraps - Lbs. per Cubic Yard	125	lbs. per cubic yard =			0.62	lbs. per gallon		
Residential Curbside MSW without Food Scraps - Lbs. per Cubic Yard	51	lbs. per cubic yard =			0.25	lbs. per gallon		
Fully Burdened Cost per Hour to Operate Residential Side Loader	$ 80.00	$ per hour						
Time to service curbside toter (includes time on and off route)	0.009	hours =	111.1111	toters per hou	$ 0.72	per toter per service		
Cost per ton for disposal	$ 35.00	$ per ton =	$ 0.02	disposal per lbs. of MSW				
Cost per ton for processing single-stream recyclables	$ 95.00	$ per ton =	$ 0.05	processing cost per lbs. of recycling				
Revenue per ton for sale of mixed recyclable materials	$ 107.00	$ per ton =	$0.05	revenue per lbs. of single-stream recycling				
Projected additional lbs. per household per week as a result of providing food scraps	4.80	additional lbs. per household per month						
Residue percentage of mixed recyclables	15%							
Cost per ton of recycling for residue disposal assuming residue rate above	$ 35.00	$ per ton =	$ 0.018	residue disposal cost per lbs. of recycling				
Processing cost per ton for composting	$ 60.00	per ton =	$ 0.03	processing cost per lbs. of composting				
Processing cost per ton for AD	$ 72.50	per ton =	$ 0.04	processing cost per lbs. of AD				
Processing cost per ton for Bioengineered Feedstock	$ 94.00	per ton =	$ 0.05	processing cost per lbs. of co-digestion				
Revenue per ton for finished compost	$ 15.00	per ton =	$ 0.01	sales revenue per lbs. of compost				
Incentive payout per ton AD (LCFS, RIN, etc.)	$ -	per ton =	$ -	incentive revenue per lbs. of AD				
Cost per ton to transfer	$ 15.00	per ton =	$ 0.01	cost per lbs. of transferring				
Cost per ton for secondary digestate processing	$ 15.00	per ton =	$ 0.01	cost per lbs. of mixed waste processing				
Residue processing cost	$ 35.00	per ton =	$ 0.02	cost per lbs. of residue processing				
Profit margin	12%							

Table 2: Commercial and Multi-family Assumptions

Enter cost assumptions into yellow shaded area below								
Commercial MSW - Lbs. per Cubic Yard	100	lbs. per cubic yard						
Commercial Recycling - Lbs. Cubic Yard	25	lbs. per cubic yard =			0.12	lbs. per gallon		
Commercial Yard Trimmings - Lbs. per Cubic Yard	202	lbs. per cubic yard =			1.00	lbs. per gallon		
Commercial Food Scraps - Lbs. per Cubic Yard	374	lbs. per cubic yard =			1.85	lbs. per gallon		
Commercial Co-collected Food Scraps and Yard Trimmings - Lbs. per Cubic Yard	291							
Multi-family MSW - Lbs. per Cubic Yard	100	lbs. per cubic yard						
Multi-family Recycling - Lbs. Cubic Yard	25	lbs. per cubic yard =			0.12	lbs. per gallon		
Multi-family Yard Trimmings - Lbs. per Cubic Yard	202	lbs. per cubic yard =			1.00	lbs. per gallon		
Multi-family Food Scraps - Lbs. per Cubic Yard	374	lbs. per cubic yard =			1.85	lbs. per gallon		
Multi-family Co-collected Food Scraps and Yard Trimmings - Lbs. per Cubic Yard	291							
Time to service commercial **CART** (includes time on and off route)	0.033	hours =	30	lifts per hour			1.98	min per lift
Time to service commercial **DUMPSTER** (includes time on and off route)	0.075	hours =	13	lifts per hour			4.50	min per lift
Fully Burdened Cost per Hour to Operate Front Loader -	$ 80.00	$ per hour	57	lifts per hour	$ 1.40	per lift		
Cost per ton for Residue disposal	$ 35.00	$ per ton =	$ 0.02	disposal cost per lbs. of MSW				
Cost per ton for processing single-stream recyclables	$ 95.00	$ per ton =	$ 0.05	per lbs. of MSW				
Revenue per ton for sale of mixed recyclable materials	$ 107.00	$ per ton =	$0.05	per lbs. of single-stream recycling				
Residue percentage of mixed recyclables	20%							
Cost per ton of recycling for residue disposal (assuming residue rate above)	$ 35.00	$ per ton =	$ 0.02	per lbs. of residue				
Processing cost per ton for composting	$ 60.00	per ton =	$ 0.03	cost per lbs. of composting				

Processing cost per ton for Anaerobic Digestion	$ 72.50	per ton =	$	0.04	cost per lbs. of AD
Processing cost per ton for Bioengineered Feedstock	$ 92.50	per ton =	$	0.05	cost per lbs. of BEFS
Revenue per ton for finished compost	$ 15.00	per ton =	$	0.01	benefit per lbs. of compost
Incentive payout per ton AD (LCFS, RIN, etc.)	$ -	per ton =	$	-	benefit per lbs. of AD
Cost per ton to transfer	$ 15.00	per ton =	$	0.01	cost per lbs. of transferring
Profit margin	12%				

Table 3. Cost Assumptions of Providing Core Special Services - Residential

	Total Available Number of Households	Projected Monthly Household Participation Percentage	Monthly Cost of Providing Service at Projected Participation Levels
Curbside collection of bulky items	12,000	4.50	$ 4,000.00
Curbside collection of e-waste	12,000	0.002	$ 400.00
Curbside collection of u-waste	12,000	0.002	$ 400.00
Curbside collection of sharps	12,000	0.002	$ 1,000.00
Mail-back collection of sharps	12,000	0.002	$ 1,000.00

Table 4: Assumed Weights PER PULL for Temporary Bins, Roll-offs, and Compactors (used for rate items 12 - 19)

Container Size	Single-Material Recyclables	Single Stream Recyclables	MSW	Food Scraps	Source-Separated C&D	Mixed C&D
Temporary - 2 Cubic Yard Bin	0.26	0.26	0.26	0.4	0.26	0.26
Temporary - 3 Cubic Yard Bin	0.39	0.39	0.39	0.6	0.39	0.39
Temporary - 4 Cubic Yard Bin	0.52	0.52	0.52	0.8	0.52	0.52
Temporary - 6 Cubic Yard Bin	0.78	0.78	0.78	1.2	0.78	0.78
Temporary/Permanent - 10 Cubic Yard Roll-off	8	8	8	6	8	8
Temporary/Permanent - 20 Cubic Yard Roll-off	4	4	4	6	4	4
Temporary/Permanent - 30 Cubic Yard Roll-off	5	5	5	7	5	5
Temporary/Permanent - 40 Cubic Yard Roll-off	6.5	6.5	6.5	9	6.5	6.5
Permanent - 3 Cubic Yard Compactor	0.45	0.45	0.45	N/A	N/A	N/A
Permanent - 4 Cubic Yard Compactor	0.6	0.6	0.6	N/A	N/A	N/A
Permanent - 6 Cubic Yard Compactor	0.9	0.9	0.9	N/A	N/A	N/A
Permanent - 10 Cubic Yard Compactor	4	4	4	5	N/A	N/A
Permanent - 20 Cubic Yard Compactor	9.5	9.5	9.5	9	N/A	N/A
Permanent - 30 Cubic Yard Compactor	9.5	9.5	9.5	9	N/A	N/A
Permanent - 40 Cubic Yard Compactor	9.5	9.5	9.5	N/A	N/A	N/A

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in **Article 12** of the contract. A sample calculation is shown in **Attachment J**. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service.

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

1. Residential Basic Level of Service (weekly collection service unless otherwise stated)

		Collection Component (85% Labor and 15% Fuel)			Processing			
1a.	Recycling Cart	[illegible]	Fuel	= [illegible]	+ Clean MRF	+ [illegible]	= Total	
	35, 65, or 90-gallon single-stream recycling cart (90 gallon is default cart size)	2.88	0.51	3.39	0.43	0.05	3.87	per month
	Fourth 35, 65, or 90 gallon single-stream recycling cart	2.88	0.51	3.39	0.43	0.05	3.87	per month

		Collection Component (85% Labor and 15% Fuel)			Processing		Residual Disposal	
1b.	Yard Trimmings Only Cart - Compost and Anaerobic Digestion	[illegible]	[illegible]	= [illegible]	+ [illegible]	Anaerobic Digestion	+ Disposal	= [illegible]
	35, 65, or 90-gallon Yard Trimmings Only Cart - Composting (90 gallon is default cart size)	3.89	0.69	4.58	2.23		-	6.81 per month
	Third 35, 65, or 90-gallon Yard Trimmings Only Cart - Composting	3.89	0.69	4.58	2.23		-	6.81 per month
	35, 65, or 90-gallon Yard Trimmings Only Cart - Anaerobic Digestion (90 gallon is default cart size)	3.89	0.69	4.58		3.63	-	8.21 per month
	Third 35, 65, or 90-gallon Yard Trimmings Only Cart - Anaerobic Digestion	3.89	0.69	4.58		3.63	-	8.21 per month

		Collection Component (85% Labor and 15% Fuel)			Processing		Residual Disposal	
1c.	Co-collected Food scraps and Yard Trimmngs	Labor	+ Fuel	= Total Collection	+ Composting	Anaerobic Digestion	+ Disposal	= Total
	35 gallon - Co-collected Food Scraps and Yard Trimmings - **Compost**	3.89	0.69	4.58	2.97		-	7.55 per month
	65 gallon - Co-collected Food Scraps and Yard Trimmings - **Compost**	3.89	0.69	4.58	2.97		-	7.55 per month
	90 gallon - Co-collected Food Scraps and Yard Trimmings - Compost (Default Size)	3.89	0.69	4.58	2.97		-	7.55 per month
	35 gallon - Co-collected Food Scraps and Yard Trimmings- **Anaerobic Digestion (AD)**	3.89	0.69	4.58		4.29	-	8.87 per month
	65 gallon - Co-collected Food Scraps and Yard Trimmings - **AD**	3.89	0.69	4.58		4.29	-	8.87 per month
	90 gallon - Co-collected Food Scraps and Yard Trimmings - AD (Default Size)	3.89	0.69	4.58		4.29	-	8.87 per month

		Collection Component (85% Labor and 15% Fuel)			Processing			Residual Disposal	
1d.	Source-separated Curbside Food Scraps	Labor	+ Fuel	= Total Collection	+ Composting	or AD	or Co-digestion	+ Disposal	= Total
	20 gallon Source-separated Food Scraps - Composting (Default Size)**	3.62	0.64	4.26	0.27				4.53 per month
	35 gallon Source-separated Food Scraps** - **Composting**	3.62	0.64	4.26	0.27				4.53 per month
	20 gallon Source-separated Food Scraps - AD (Default Size)**	3.62	0.64	4.26		0.67			4.93 per month
	35 gallon Source-separated Food Scraps** - **AD**	3.62	0.64	4.26		0.67			4.93 per month
	20 gallon Source-separated Food Scraps - Co-Digestion (Default Size)**	3.62	0.64	4.26			0.63		4.89 per month
	35 gallon Source-separated Food Scraps** - **Co-digestion**	3.62	0.64	4.26			0.63		4.89 per month

		Collection Component (85% Labor and 15% Fuel)			Disposal Component	
1e.	MSW Cart - weekly service assuming food scraps are being deposited in MSW	Labor	+ Fuel	= Total Collection	+ Disposal	= Total
	20 gallon Landfill	3.89	-	4.58	2.77	7.35 per month

	35 gallon Landfill	3.89	-	4.58	2.77	7.35	per month
	65 gallon Landfill	3.89	-	4.58	2.77	7.35	per month
	90 gallon Landfill (Default Size)	3.89	-	4.58	2.77	7.35	per month
		Collection Component (85% Labor and 15% Fuel)			[illegible]		
1f.	MSW Cart - weekly service assuming food scraps are being **diverted**	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
	20 gallon Landfill	3.89	-	4.58	2.40	6.98	per month
	35 gallon Landfill	3.89	-	4.58	2.40	6.98	per month
	65 gallon Landfill	3.89	-	4.58	2.40	6.98	per month
	90 gallon Landfill (Default Size)	3.89	-	4.58	2.40	6.98	per month
		Collection Component (85% Labor and 15% Fuel)			Disposal Component		
1g.	MSW Cart - **bi-weekly** service assuming food scraps are being **diverted**	[illegible]	Fuel	= Total Collection	+ [illegible]	= [illegible]	
	20 gallon Landfill	3.31	-	3.89	2.40	6.29	per month
	35 gallon Landfill	3.31	-	3.89	2.40	6.29	per month
	65 gallon Landfill	3.31	-	3.89	2.40	6.29	per month
	90 gallon Landfill (Default Size)	3.31	-	3.89	2.40	6.29	per month

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for divertible materials must be 50% lower than the average rate proposed for the equivalent MSW service shown in Tabs 4.1, 4.2, and 4.3. For example, if the proposed rate for a 2-yard MSW bin serviced 1 day per week is $100 per month if organics are being hauled to a composting facility; $110 per month if organics are being hauled to an AD facility; and $120 per month if organics are being hauled to a bio-engineered feedstock processing facility, the rate for a 2-yard recycling bin serviced 1 day per week would be $55 per month (i.e. the average of the three MSW rates, or $110 per month, multiplied by 50%).

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

2. Commercial and Multi-Family Single-Material Recycling Service

		Collection Component (85% Labor and 15% Fuel)			Processing	Residual Disposal		
2a.	35-gallon Cart	Labor	+ [illegible]	= Total Collection	+ Clean MRF	+ Disposal	= [illegible]	
	1 pick-up per week	10.74	1.90	12.64	1.11	0.12	13.87	per month
	2 pick-ups per week	21.48	3.79	25.27	2.21	0.25	27.73	per month
	3 pick-ups per week	32.22	5.69	37.91	3.32	0.37	41.60	per month
	4 pick-ups per week	42.93	7.58	50.51	4.43	0.49	55.43	per month
	5 pick-ups per week	53.69	9.47	63.16	5.54	0.62	69.32	per month
	6 pick-up per week	64.41	11.37	75.78	6.64	0.74	83.16	per month
2b.	65 Gallon Cart	Labor	+ Fuel	= Total Collection	+ Clean MRF	+ Disposal	= Total	
	1 pick-up per week	11.87	2.09	13.96	1.92	0.21	16.09	per month
	2 pick-ups per week	23.73	4.19	27.92	3.84	0.43	32.19	per month
	3 pick-ups per week	35.59	6.28	41.87	5.76	0.64	48.27	per month
	4 pick-ups per week	47.46	8.38	55.84	7.68	0.85	64.37	per month
	5 pick-ups per week	59.32	10.47	69.79	9.60	1.07	80.46	per month
	6 pick-up per week	71.20	12.56	83.76	11.52	1.28	96.56	per month
2c.	90 Gallon Cart	Labor	+ Fuel	= Total Collection	+ Clean MRF	+ Disposal	= Total	
	1 pick-up per week	13.00	2.29	15.29	2.81	0.31	18.41	per month
	2 pick-ups per week	25.99	4.59	30.58	5.61	0.62	36.81	per month
	3 pick-ups per week	39.00	6.88	45.88	8.42	0.94	55.24	per month

	4 pick-ups per week	51.99	9.17	61.16	11.23	1.25	73.64	per month
	5 pick-ups per week	64.97	11.47	76.44	14.03	1.56	92.03	per month
	6 pick-up per week	77.97	13.76	91.73	16.84	1.87	110.44	per month
2d.	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	Labor	+	= Total Collection	+ Clean MRF	+ Disposal	=	
	1 pick-up per week	15.81	2.79	18.60	6.05	0.67	25.32	per month
	2 pick-ups per week	29.89	5.28	35.17	12.11	1.35	48.63	per month
	3 pick-ups per week	42.89	7.57	50.46	18.16	2.02	70.64	per month
	4 pick-ups per week	57.19	10.09	67.28	24.21	2.69	94.18	per month
	5 pick-ups per week	71.47	12.61	84.08	30.26	3.36	117.70	per month
	6 pick-up per week	85.77	15.14	100.91	36.32	4.04	141.27	per month
2e.	1.5 Cubic Yard Bin (standalone or half of 3-yard split bi	Labor	+ Fuel	= Total Collection	+ Clean MRF	+ Disposal	= Total	
	1 pick-up per week	20.40	3.60	24.00	9.08	1.01	34.09	per month
	2 pick-ups per week	35.87	6.33	42.20	18.16	2.02	62.38	per month
	3 pick-ups per week	51.48	9.08	60.56	27.24	3.03	90.83	per month
	4 pick-ups per week	68.62	12.11	80.73	36.32	4.04	121.09	per month
	5 pick-ups per week	85.77	15.14	100.91	45.40	5.04	151.35	per month
	6 pick-up per week	102.91	18.16	121.07	54.48	6.05	181.60	per month
2f.	2 Cubic Yard Bin (standalone or half of 4-yd split bin)		+	= Total Collection	+ Clean MRF	+	=	
	1 pick-up per week	28.70	5.06	33.76	12.11	1.35	47.22	per month
	2 pick-ups per week	46.65	8.23	54.88	24.21	2.69	81.78	per month
	3 pick-ups per week	64.62	11.40	76.02	36.32	4.04	116.38	per month
	4 pick-ups per week	82.57	14.57	97.14	48.42	5.38	150.94	per month
	5 pick-ups per week	100.53	17.74	118.27	60.53	6.73	185.53	per month
	6 pick-up per week	118.46	20.91	139.37	72.63	8.07	220.07	per month
2g.	3 Cubic Yard Bin		+	= Total Collection	+ Clean MRF	+	=	
	1 pick-up per week	41.17	7.26	48.43	18.16	2.02	68.61	per month
	2 pick-ups per week	60.32	10.64	70.96	36.32	4.04	111.32	per month
	3 pick-ups per week	73.80	13.02	86.82	54.47	6.05	147.34	per month
	4 pick-ups per week	92.91	16.40	109.31	72.63	8.07	190.01	per month
	5 pick-ups per week	112.05	19.77	131.82	90.79	10.09	232.70	per month

	6 pick-up per week	131.18	23.15	154.33	108.95	12.11	275.39	per month
2h.	4 Cubic Yard Bin			Total Collection	+ Clean MRF	+		
	1 pick-up per week	53.64	9.47	63.11	24.21	2.69	90.01	per month
	2 pick-ups per week	73.95	13.05	87.00	48.42	5.38	140.80	per month
	3 pick-ups per week	94.26	16.63	110.89	72.63	8.07	191.59	per month
	4 pick-ups per week	114.58	20.22	134.80	96.84	10.76	242.40	per month
	5 pick-ups per week	134.88	23.80	158.68	121.06	13.45	293.19	per month
	6 pick-up per week	155.18	27.39	182.57	145.27	16.14	343.98	per month
2i.	6 Cubic Yard Bin			Total Collection	+ Clean MRF	+		
	1 pick-up per week	80.46	14.20	94.66	36.32	4.04	135.02	per month
	2 pick-ups per week	110.92	19.57	130.49	72.63	8.07	211.19	per month
	3 pick-ups per week	141.39	24.95	166.34	108.95	12.11	287.40	per month
	4 pick-ups per week	171.85	30.33	202.18	145.26	16.14	363.58	per month
	5 pick-ups per week	202.32	35.70	238.02	181.58	20.18	439.78	per month
	6 pick-up per week	232.78	41.08	273.86	217.89	24.21	515.96	per month

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for divertible materials must be 50% lower than the average rate proposed for the equivalent MSW service shown in Tabs 4.1, 4.2, and 4.3. For example, if the proposed rate for a 2-yard MSW bin serviced 1 day per week is $100 per month if organics are being hauled to a composting facility; $110 per month if organics are being hauled to an AD facility; and $120 per month if organics are being hauled to a bio-engineered feedstock processing facility, the rate for a 2-yard recycling bin serviced 1 day per week would be $55 per month (i.e. the average of the three MSW rates, or $110 per month, multiplied by 50%).

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

3. Commercial and Multi-Family Single Stream Recycling Service

		Collection Component (85% Labor and 15% Fuel)			Processing	Residual Disposal		
3a.	35-gallon Cart	[illegible]	+ [illegible]	= Total Collection	+ Clean MRF	+ [illegible]	[illegible]	
	1 pick-up per week	10.74	1.90	12.64	1.11	0.12	13.87	per month
	2 pick-ups per week	21.48	3.79	25.27	2.21	0.25	27.73	per month
	3 pick-ups per week	32.22	5.69	37.91	3.32	0.37	41.60	per month
	4 pick-ups per week	42.93	7.58	50.51	4.43	0.49	55.43	per month
	5 pick-ups per week	53.69	9.47	63.16	5.54	0.62	69.32	per month
	6 pick-up per week	64.41	11.37	75.78	6.64	0.74	83.16	per month
3b.	65 Gallon Cart	[illegible]	+ [illegible]	= Total Collection	+ Clean MRF	+ [illegible]	[illegible]	
	1 pick-up per week	11.87	2.09	13.96	1.92	0.21	16.09	per month
	2 pick-ups per week	23.73	4.19	27.92	3.84	0.43	32.19	per month
	3 pick-ups per week	35.59	6.28	41.87	5.76	0.64	48.27	per month
	4 pick-ups per week	47.46	8.38	55.84	7.68	0.85	64.37	per month
	5 pick-ups per week	59.32	10.47	69.79	9.60	1.07	80.46	per month
	6 pick-up per week	71.20	12.56	83.76	11.52	1.28	96.56	per month
3c.	90 Gallon Cart	[illegible]	+ [illegible]	= Total Collection	+ Clean MRF	+ [illegible]	[illegible]	
	1 pick-up per week	13.00	2.29	15.29	2.81	0.31	18.41	per month

	2 pick-ups per week	25.99	4.59	30.58		5.61	0.62	36.81	per month
	3 pick-ups per week	39.00	6.88	45.88		8.42	0.94	55.24	per month
	4 pick-ups per week	51.99	9.17	61.16		11.23	1.25	73.64	per month
	5 pick-ups per week	64.97	11.47	76.44		14.03	1.56	92.03	per month
	6 pick-up per week	77.97	13.76	91.73		16.84	1.87	110.44	per month
3d.	1 Cubic Yard Bin (standalone or half of 2-yd split bin)			Total Collection	+	Clean MRF	+		
	1 pick-up per week	15.81	2.79	18.60		6.05	0.67	25.32	per month
	2 pick-ups per week	29.89	5.28	35.17		12.11	1.35	48.63	per month
	3 pick-ups per week	42.89	7.57	50.46		18.16	2.02	70.64	per month
	4 pick-ups per week	57.19	10.09	67.28		24.21	2.69	94.18	per month
	5 pick-ups per week	71.47	12.61	84.08		30.26	3.36	117.70	per month
	6 pick-up per week	85.77	15.14	100.91		36.32	4.04	141.27	per month
3e.	1.5 Cubic Yard Bin (standalone or half of 3-yd split bin)			Total Collection	+	Clean MRF	+		
	1 pick-up per week	20.40	3.60	24.00		9.08	1.01	34.09	per month
	2 pick-ups per week	35.87	6.33	42.20		18.16	2.02	62.38	per month
	3 pick-ups per week	51.48	9.08	60.56		27.24	3.03	90.83	per month
	4 pick-ups per week	68.62	12.11	80.73		36.32	4.04	121.09	per month
	5 pick-ups per week	85.77	15.14	100.91		45.40	5.04	151.35	per month
	6 pick-up per week	102.91	18.16	121.07		54.48	6.05	181.60	per month
3f.	2 Cubic Yard Bin (standalone or half of 4-yard split bin)			Total Collection	+	Clean MRF	+		
	1 pick-up per week	28.70	5.06	33.76		12.11	1.35	47.22	per month
	2 pick-ups per week	46.65	8.23	54.88		24.21	2.69	81.78	per month
	3 pick-ups per week	64.62	11.40	76.02		36.32	4.04	116.38	per month
	4 pick-ups per week	82.57	14.57	97.14		48.42	5.38	150.94	per month
	5 pick-ups per week	100.53	17.74	118.27		60.53	6.73	185.53	per month
	6 pick-up per week	118.46	20.91	139.37		72.63	8.07	220.07	per month
3g.	3 Cubic Yard Bin				+	Clean MRF	+		
	1 pick-up per week	41.17	7.26	48.43		18.16	2.02	68.61	per month

2 pick-ups per week	60.32	10.64	70.96	36.32	4.04	111.32	per month
3 pick-ups per week	73.80	13.02	86.82	54.47	6.05	147.34	per month
4 pick-ups per week	92.91	16.40	109.31	72.63	8.07	190.01	per month
5 pick-ups per week	112.05	19.77	131.82	90.79	10.09	232.70	per month
6 pick-up per week	131.18	23.15	154.33	108.95	12.11	275.39	per month

3h.	4 Cubic Yard Bin	Labor	+	Fuel	=	Total Collectior	+	Clean MRF	+	Disposal	=	Total	
	1 pick-up per week	53.64		9.47		63.11		24.21		2.69		90.01	per month
	2 pick-ups per week	73.95		13.05		87.00		48.42		5.38		140.80	per month
	3 pick-ups per week	94.26		16.63		110.89		72.63		8.07		191.59	per month
	4 pick-ups per week	114.58		20.22		134.80		96.84		10.76		242.40	per month
	5 pick-ups per week	134.88		23.80		158.68		121.06		13.45		293.19	per month
	6 pick-up per week	155.18		27.39		182.57		145.27		16.14		343.98	per month

3i.	6 Cubic Yard Bin	Labor	+	[illegible]	=	Total Collectior	+	Clean MRF	+	[illegible]	=	[illegible]	
	1 pick-up per week	80.46		14.20		94.66		36.32		4.04		135.02	per month
	2 pick-ups per week	110.92		19.57		130.49		72.63		8.07		211.19	per month
	3 pick-ups per week	141.39		24.95		166.34		108.95		12.11		287.40	per month
	4 pick-ups per week	171.85		30.33		202.18		145.26		16.14		363.58	per month
	5 pick-ups per week	202.32		35.70		238.02		181.58		20.18		439.78	per month
	6 pick-up per week	232.78		41.08		273.86		217.89		24.21		515.96	per month

Rates To Be Charged

Fill in the rates below for each level of MSW service assuming that all Commercial and Multi-family Food Scraps and Yard Trimmings ***will be delivered to a Composting Facility at a collection rate that is half the cost of equivalent MSW service***. MSW rates may include any costs that are not recovered by offering Food Scraps and Yard Trimmings collection and composting programs at the 50% reduced rate as requested by the City. Rates must be broken down to show the collection cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in **Article 12** of the contract. A sample calculation is shown in **Attachment J**. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs.

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

4.1 Commercial and Multi-Family MSW Route Service - MSW Hauled directly to the landfill with Commercial/Multi-family Food Scraps and Yard Trimmings being hauled to a Composting Facility

		Collection Component (85% Labor and 15% Fuel)			Disposal Component		
4.1.a	35 gallon cart	Labor +	Fuel =	Total Collection +	Disposal =	[redacted]	
	1 pick-up per week	21.48	3.79	25.27	2.39	27.66	per month
	2 pick-ups per week	42.96	7.58	50.54	4.78	55.32	per month
	3 pick-ups per week	64.44	11.37	75.81	7.17	82.98	per month
	4 pick-ups per week	85.87	15.15	101.02	9.56	110.58	per month
	5 pick-ups per week	107.36	18.95	126.31	11.95	138.26	per month
	6 pick-up per week	128.82	22.73	151.55	14.34	165.89	per month
4.1.b	65 Gallon Cart	Labor +	Fuel =	Total Collection +	Disposal =	Total	
	1 pick-up per week	23.72	4.19	27.91	3.83	31.74	per month
	2 pick-ups per week	47.46	8.37	55.83	7.66	63.49	per month
	3 pick-ups per week	71.18	12.56	83.74	11.49	95.23	per month
	4 pick-ups per week	94.93	16.75	111.68	15.32	127.00	per month
	5 pick-ups per week	118.64	20.94	139.58	19.15	158.73	per month
	6 pick-up per week	142.38	25.13	167.51	22.98	190.49	per month
4.1.c	90 Gallon Cart	Labor +	Fuel =	Total Collection +	Disposal =	Total	
	1 pick-up per week	25.98	4.59	30.57	5.74	36.31	per month
	2 pick-ups per week	51.99	9.17	61.16	11.48	72.64	per month
	3 pick-ups per week	77.99	13.76	91.75	17.22	108.97	per month

	4 pick-ups per week	103.96	18.35	122.31	22.96	145.27	per month	
	5 pick-ups per week	129.95	22.93	152.88	28.70	181.58	per month	
	6 pick-up per week	155.93	27.52	183.45	34.44	217.89	per month	
4.1.d	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	Labor	+ Fuel	= Total Collection	+ [illegible]	= [illegible]		
	1 pick-up per week	32.48	5.73	38.21	12.43	50.64	per month	
	2 pick-ups per week	59.78	10.55	70.33	24.86	95.19	per month	
	3 pick-ups per week	85.78	15.14	100.92	37.29	138.21	per month	
	4 pick-ups per week	114.37	20.18	134.55	49.72	184.27	per month	
	5 pick-ups per week	142.94	25.22	168.16	62.15	230.31	per month	
	6 pick-up per week	171.52	30.27	201.79	74.58	276.37	per month	
4.1.e	1.5 Cubic Yard Bin (standalone or half of 3-yard split bi	Labor	+ Fuel	= Total Collection	+ Disposal	= Total		
	1 pick-up per week	40.79	7.20	47.99	18.65	66.64	per month	
	2 pick-ups per week	71.74	12.66	84.40	37.30	121.70	per month	
	3 pick-ups per week	102.94	18.17	121.11	55.95	177.06	per month	
	4 pick-ups per week	137.24	24.22	161.46	74.60	236.06	per month	
	5 pick-ups per week	171.53	30.27	201.80	93.25	295.05	per month	
	6 pick-up per week	205.82	36.32	242.14	111.90	354.04	per month	
4.1.f.	2 Cubic Yard Bin (standalone or half of 4-yard split bin)	Labor	+ Fuel	= Total Collection	+ Disposal	= [illegible]		
	1 pick-up per week	57.39	10.13	67.52	24.86	92.38	per month	
	2 pick-ups per week	93.30	16.46	109.76	49.72	159.48	per month	
	3 pick-ups per week	129.23	22.80	152.03	74.58	226.61	per month	
	4 pick-ups per week	165.14	29.14	194.28	99.44	293.72	per month	
	5 pick-ups per week	201.05	35.48	236.53	124.30	360.83	per month	
	6 pick-up per week	236.93	41.81	278.74	149.16	427.90	per month	
4.1.g	3 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+ [illegible]	= [illegible]		
	1 pick-up per week	82.33	14.53	96.86	37.29	134.15	per month	
	2 pick-ups per week	120.62	21.29	141.91	74.58	216.49	per month	

3 pick-ups per week	147.59	26.04	173.63	111.87	285.50	per month
4 pick-ups per week	185.83	32.79	218.62	149.16	367.78	per month
5 pick-ups per week	224.09	39.54	263.63	186.45	450.08	per month
6 pick-up per week	262.35	46.30	308.65	223.74	532.39	per month

4.1.h	4 Cubic Yard Bin	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total	
	1 pick-up per week	107.29		18.93		126.22		49.73		175.95	per month
	2 pick-ups per week	147.90		26.10		174.00		99.46		273.46	per month
	3 pick-ups per week	188.51		33.27		221.78		149.19		370.97	per month
	4 pick-ups per week	229.15		40.44		269.59		198.92		468.51	per month
	5 pick-ups per week	269.75		47.60		317.35		248.65		566.00	per month
	6 pick-up per week	310.36		54.77		365.13		298.38		663.51	per month

4.1.i.	6 Cubic Yard Bin	Labor	+	Fuel	=	Total Collection	+	Disposal	=	Total	
	1 pick-up per week	160.91		28.40		189.31		74.59		263.90	per month
	2 pick-ups per week	221.82		39.15		260.97		149.18		410.15	per month
	3 pick-ups per week	282.77		49.90		332.67		223.77		556.44	per month
	4 pick-ups per week	343.70		60.65		404.35		298.36		702.71	per month
	5 pick-ups per week	404.63		71.40		476.03		372.95		848.98	per month
	6 pick-up per week	465.55		82.16		547.71		447.54		995.25	per month

Rates To Be Charged

Fill in the rates below for each level of MSW service assuming that all Commercial and Multi-family Food Scraps and Yard Trimmings ***will be delivered to an AD Facility at a collection rate that is half the cost of equivalent MSW service***. MSW rates may include any costs that are not recovered by offering Food Scraps and Yard Trimmings collection and processing programs at the 50% reduced rate as requested by the City. Rates must be broken down to show the collection cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in **Article 12** of the contract. A sample calculation is shown in **Attachment J**. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs.

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

4.2 Commercial and Multi-Family MSW Route Service - MSW Hauled directly to the landfill with Commercial/Multi-family Food Scraps and Yard Trimmings being hauled to an Anaerobic Digestion Facility

		Collection Component (85% Labor and 15% Fuel)			Disposal Component		
4.2.a	35 gallon cart	Labor	+ Fuel	= Total Collection	+ Disposal	=	
	1 pick-up per week	21.48	3.79	25.27	2.53	27.80	per month
	2 pick-ups per week	42.96	7.58	50.54	5.06	55.60	per month
	3 pick-ups per week	64.44	11.37	75.81	7.59	83.40	per month
	4 pick-ups per week	85.87	15.15	101.02	10.12	111.14	per month
	5 pick-ups per week	107.36	18.95	126.31	12.65	138.96	per month
	6 pick-up per week	128.82	22.73	151.55	15.18	166.73	per month
4.2.b	65 Gallon Cart	Labor	+ Fuel	= Total Collection	+ Disposal	= Total	
	1 pick-up per week	23.72	4.19	27.91	4.55	32.46	per month
	2 pick-ups per week	47.46	8.37	55.83	9.10	64.93	per month
	3 pick-ups per week	71.18	12.56	83.74	13.65	97.39	per month
	4 pick-ups per week	94.93	16.75	111.68	18.20	129.88	per month
	5 pick-ups per week	118.64	20.94	139.58	22.75	162.33	per month
	6 pick-up per week	142.38	25.13	167.51	27.30	194.81	per month
4.2.c.	90 Gallon Cart	Labor	+ Fuel	= Total Collection	+ Disposal	= Total	
	1 pick-up per week	25.98	4.59	30.57	6.58	37.15	per month
	2 pick-ups per week	51.99	9.17	61.16	13.16	74.32	per month

	3 pick-ups per week	77.99	13.76	91.75	19.74	111.49	per month
	4 pick-ups per week	103.96	18.35	122.31	26.32	148.63	per month
	5 pick-ups per week	129.95	22.93	152.88	32.90	185.78	per month
	6 pick-up per week	155.93	27.52	183.45	39.48	222.93	per month
4.2.d	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	Labor	+ Fuel	= Total Collection	+	=	
	1 pick-up per week	32.48	5.73	38.21	14.17	52.38	per month
	2 pick-ups per week	59.78	10.55	70.33	28.34	98.67	per month
	3 pick-ups per week	85.78	15.14	100.92	42.51	143.43	per month
	4 pick-ups per week	114.37	20.18	134.55	56.68	191.23	per month
	5 pick-ups per week	142.94	25.22	168.16	70.85	239.01	per month
	6 pick-up per week	171.52	30.27	201.79	85.02	286.81	per month
4.2.e	1.5 Cubic Yard Bin (standalone or half of 3-yard split bi	Labor	+ Fuel	= Total Collection	+ Disposal	=	
	1 pick-up per week	40.79	7.20	47.99	21.25	69.24	per month
	2 pick-ups per week	71.74	12.66	84.40	42.50	126.90	per month
	3 pick-ups per week	102.94	18.17	121.11	63.75	184.86	per month
	4 pick-ups per week	137.24	24.22	161.46	85.00	246.46	per month
	5 pick-ups per week	171.53	30.27	201.80	106.25	308.05	per month
	6 pick-up per week	205.82	36.32	242.14	127.50	369.64	per month
4.2.f.	2 Cubic Yard Bin (standalone or half of 4-yard split bin)	Labor	+ Fuel	= Total Collection	+ Disposal	= Total	
	1 pick-up per week	57.39	10.13	67.52	28.33	95.85	per month
	2 pick-ups per week	93.30	16.46	109.76	56.66	166.42	per month
	3 pick-ups per week	129.23	22.80	152.03	84.99	237.02	per month
	4 pick-ups per week	165.14	29.14	194.28	113.32	307.60	per month
	5 pick-ups per week	201.05	35.48	236.53	141.65	378.18	per month
	6 pick-up per week	236.93	41.81	278.74	169.98	448.72	per month
4.2.g	3 Cubic Yard Bin	Labor	+ Fuel	= Total Collection	+ Disposal	=	
	1 pick-up per week	82.33	14.53	96.86	42.50	139.36	per month

2 pick-ups per week	120.62	21.29	141.91	85.00	226.91	per month
3 pick-ups per week	147.59	26.04	173.63	127.50	301.13	per month
4 pick-ups per week	185.83	32.79	218.62	170.00	388.62	per month
5 pick-ups per week	224.09	39.54	263.63	212.50	476.13	per month
6 pick-up per week	262.35	46.30	308.65	255.00	563.65	per month

4.2.h	4 Cubic Yard Bin	Labor	+	Fuel	=	Total Collection	+	Disposal	=	
1 pick-up per week		107.29		18.93		126.22		56.66	182.88	per month
2 pick-ups per week		147.90		26.10		174.00		113.32	287.32	per month
3 pick-ups per week		188.51		33.27		221.78		169.98	391.76	per month
4 pick-ups per week		229.15		40.44		269.59		226.64	496.23	per month
5 pick-ups per week		269.75		47.60		317.35		283.30	600.65	per month
6 pick-up per week		310.36		54.77		365.13		339.96	705.09	per month

4.2.i.	6 Cubic Yard Bin	Labor	+	Fuel	=	Total Collection	+	Disposal	=	
1 pick-up per week		160.91		28.40		189.31		84.99	274.30	per month
2 pick-ups per week		221.82		39.15		260.97		169.98	430.95	per month
3 pick-ups per week		282.77		49.90		332.67		254.97	587.64	per month
4 pick-ups per week		343.70		60.65		404.35		339.96	744.31	per month
5 pick-ups per week		404.63		71.40		476.03		424.95	900.98	per month
6 pick-up per week		465.55		82.16		547.71		509.94	1,057.65	per month

Rates To Be Charged

Fill in the rates below for each level of MSW service assuming that all Commercial and Multi-family **Food Scraps will be delivered to a Bioengineered Feedstock Processing Facility and Yard Trimmings *will be delivered to a Composting Facility at a collection rate that is half the cost of equivalent MSW service***. MSW rates may include any costs that are not recovered by offering Food Scraps and Yard Trimmings collection and processing programs at the 50% reduced rate as requested by the City. Rates must be broken down to show the collection cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in **Article 12** of the contract. A sample calculation is shown in **Attachment J**. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs.

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

4.3 Commercial and Multi-Family MSW Route Service - MSW Hauled directly to the landfill assuming Commercial/Multi-family Food Scraps being hauled to a Bioengineered Feedstock Processing Facility and Yard Trimmings being hauled to a Composting Facility

		Collection Component (85% Labor and 15% Fuel)			Disposal Component		
4.3.a	35 gallon cart	Labor +	Fuel =	Total Collection +	Disposal =	Total	
	1 pick-up per week	21.48	3.79	25.27	2.46	27.73	per month
	2 pick-ups per week	42.96	7.58	50.54	4.92	55.46	per month
	3 pick-ups per week	64.44	11.37	75.81	7.38	83.19	per month
	4 pick-ups per week	85.87	15.15	101.02	9.84	110.86	per month
	5 pick-ups per week	107.36	18.95	126.31	12.30	138.61	per month
	6 pick-up per week	128.82	22.73	151.55	14.76	166.31	per month
4.3.b	65 Gallon Cart	Labor +	Fuel =	Total Collection +	Disposal =		
	1 pick-up per week	23.72	4.19	27.91	4.42	32.33	per month
	2 pick-ups per week	47.46	8.37	55.83	8.84	64.67	per month
	3 pick-ups per week	71.18	12.56	83.74	13.26	97.00	per month
	4 pick-ups per week	94.93	16.75	111.68	17.68	129.36	per month
	5 pick-ups per week	118.64	20.94	139.58	22.10	161.68	per month
	6 pick-up per week	142.38	25.13	167.51	26.52	194.03	per month
4.3.c.	90 Gallon Cart	Labor +	Fuel =	Total Collection +	Disposal =	Total	
	1 pick-up per week	25.98	4.59	30.57	6.39	36.96	per month
	2 pick-ups per week	51.99	9.17	61.16	12.78	73.94	per month

	3 pick-ups per week		77.99		13.76		91.75		19.17		110.92	per month
	4 pick-ups per week		103.96		18.35		122.31		25.56		147.87	per month
	5 pick-ups per week		129.95		22.93		152.88		31.95		184.83	per month
	6 pick-up per week		155.93		27.52		183.45		38.34		221.79	per month
4.3.d	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	Labor		+ Fuel		= Total Collection		+		=		
	1 pick-up per week		29.89		5.27		35.16		13.75		48.91	per month
	2 pick-ups per week		59.78		10.55		70.33		27.50		97.83	per month
	3 pick-ups per week		85.78		15.14		100.92		41.25		142.17	per month
	4 pick-ups per week		114.37		20.18		134.55		55.00		189.55	per month
	5 pick-ups per week		142.94		25.22		168.16		68.75		236.91	per month
	6 pick-up per week		171.52		30.27		201.79		82.50		284.29	per month
4.3.e	1.5 Cubic Yard Bin (standalone or half of 3-yard split bi	Labor		+ Fuel		= Total Collection		+ Disposal		=		
	1 pick-up per week		40.79		7.20		47.99		20.63		68.62	per month
	2 pick-ups per week		71.74		12.66		84.40		41.26		125.66	per month
	3 pick-ups per week		102.94		18.17		121.11		61.89		183.00	per month
	4 pick-ups per week		137.24		24.22		161.46		82.52		243.98	per month
	5 pick-ups per week		171.53		30.27		201.80		103.15		304.95	per month
	6 pick-up per week		205.82		36.32		242.14		123.78		365.92	per month
4.3.f.	2 Cubic Yard Bin (standalone or half of 4-yard split bin)	Labor		+ Fuel		= Total Collection		+ Disposal		= Total		
	1 pick-up per week		57.39		10.13		67.52		27.51		95.03	per month
	2 pick-ups per week		93.30		16.46		109.76		55.02		164.78	per month
	3 pick-ups per week		129.23		22.80		152.03		82.53		234.56	per month
	4 pick-ups per week		165.14		29.14		194.28		110.04		304.32	per month
	5 pick-ups per week		201.05		35.48		236.53		137.55		374.08	per month
	6 pick-up per week		236.93		41.81		278.74		165.06		443.80	per month
4.3.g	3 Cubic Yard Bin	Labor		+ Fuel		= Total Collection		+ Disposal		=		
	1 pick-up per week		82.33		14.53		96.86		41.26		138.12	per month

2 pick-ups per week	120.62	21.29	141.91	82.52	224.43	per month
3 pick-ups per week	147.59	26.04	173.63	123.78	297.41	per month
4 pick-ups per week	185.83	32.79	218.62	165.04	383.66	per month
5 pick-ups per week	224.09	39.54	263.63	206.30	469.93	per month
6 pick-up per week	262.35	46.30	308.65	247.56	556.21	per month

4.3.h	4 Cubic Yard Bin	Labor	+	Fuel	=	Total Collection	+	Disposal	=	
1 pick-up per week		107.29		18.93		126.22		55.02	181.24	per month
2 pick-ups per week		147.90		26.10		174.00		110.04	284.04	per month
3 pick-ups per week		188.51		33.27		221.78		165.06	386.84	per month
4 pick-ups per week		229.15		40.44		269.59		220.08	489.67	per month
5 pick-ups per week		269.75		47.60		317.35		275.10	592.45	per month
6 pick-up per week		310.36		54.77		365.13		330.12	695.25	per month

4.3.i.	6 Cubic Yard Bin	Labor	+	Fuel	=	Total Collection	+	Disposal	=	
1 pick-up per week		160.91		28.40		189.31		82.52	271.83	per month
2 pick-ups per week		221.82		39.15		260.97		165.04	426.01	per month
3 pick-ups per week		282.77		49.90		332.67		247.56	580.23	per month
4 pick-ups per week		343.70		60.65		404.35		330.08	734.43	per month
5 pick-ups per week		404.63		71.40		476.03		412.60	888.63	per month
6 pick-up per week		465.55		82.16		547.71		495.12	1,042.83	per month

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for divertible materials must be 50% lower than the average rate proposed for the equivalent MSW service shown in Tabs 4.1, 4.2, and 4.3. For example, if the proposed rate for a 2-yard MSW bin serviced 1 day per week is $100 per month if organics are being hauled to a composting facility; $110 per month if organics are being hauled to an AD facility; and $120 per month if organics are being hauled to a bio-engineered feedstock processing facility, the rate for a 2-yard recycling bin serviced 1 day per week would be $55 per month (i.e. the average of the three MSW rates, or $110 per month, multiplied by 50%).

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

5. Commercial and Multi-Family Food Scraps - Composting

		Collection Component (85% Labor and 15% Fuel)			Organics Processing Type	Residue Disposal		
5a.	35-gallon Cart	Labor	+ Fuel	= Total Collection	+ Composting	+ Disposal	= Total	
	1 pick-up per week	10.74	1.90	12.64	1.23	-	13.87	per month
	2 pick-ups per week	21.48	3.79	25.27	2.46	-	27.73	per month
	3 pick-ups per week	32.22	5.69	37.91	3.69	-	41.60	per month
	4 pick-ups per week	42.93	7.58	50.51	4.92	-	55.43	per month
	5 pick-ups per week	53.69	9.47	63.16	6.16	-	69.32	per month
	6 pick-up per week	64.41	11.37	75.78	7.38	-	83.16	per month
5b.	65 Gallon Cart	Labor	+ [illegible]	= Total Collection	+ Composting	+ Disposal	= [illegible]	
	1 pick-up per week	11.87	2.09	13.96	2.13	-	16.09	per month
	2 pick-ups per week	23.73	4.19	27.92	4.27	-	32.19	per month
	3 pick-ups per week	35.59	6.28	41.87	6.40	-	48.27	per month
	4 pick-ups per week	47.46	8.38	55.84	8.53	-	64.37	per month
	5 pick-ups per week	59.32	10.47	69.79	10.67	-	80.46	per month
	6 pick-up per week	71.20	12.56	83.76	12.80	-	96.56	per month
5c.	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	Labor	+ Fuel	= Total Collection	+ Composting	+ Disposal	= Total	
	1 pick-up per week	15.81	2.79	18.60	6.72	-	25.32	per month
	2 pick-ups per week	29.89	5.28	35.17	13.46	-	48.63	per month
	3 pick-ups per week	42.89	7.57	50.46	20.18	-	70.64	per month

	4 pick-ups per week	57.19	10.09	67.28	26.90	-	94.18	per month
	5 pick-ups per week	71.47	12.61	84.08	33.62	-	117.70	per month
	6 pick-up per week	85.77	15.14	100.91	40.36	-	141.27	per month
5d.	1.5 Cubic Yard Bin (standalone or half of 3-yard split bi	Labor	+ Fuel	= Total Collectior	+ Composting	+ [illegible]	= Total	
	1 pick-up per week	20.40	3.60	24.00	10.09	-	34.09	per month
	2 pick-ups per week	35.87	6.33	42.20	20.18	-	62.38	per month
	3 pick-ups per week	51.48	9.08	60.56	30.27	-	90.83	per month
	4 pick-ups per week	68.62	12.11	80.73	40.36	-	121.09	per month
	5 pick-ups per week	85.77	15.14	100.91	50.44	-	151.35	per month
	6 pick-up per week	102.91	18.16	121.07	60.53	-	181.60	per month
5e.	2 Cubic Yard Bin (Standalone or half of 4-yard split bin	[illegible]	+ Fuel	= Total Collectior	+ Composting	+ Disposal	= Total	
	1 pick-up per week	28.70	5.06	33.76	13.46	-	47.22	per month
	2 pick-ups per week	46.65	8.23	54.88	26.90	-	81.78	per month
	3 pick-ups per week	64.62	11.40	76.02	40.36	-	116.38	per month
	4 pick-ups per week	82.57	14.57	97.14	53.80	-	150.94	per month
	5 pick-ups per week	100.53	17.74	118.27	67.26	-	185.53	per month
	6 pick-up per week	118.46	20.91	139.37	80.70	-	220.07	per month

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for divertible materials must be 50% lower than the average rate proposed for the equivalent MSW service shown in Tabs 4.1, 4.2, and 4.3. For example, if the proposed rate for a 2-yard MSW bin serviced 1 day per week is $100 per month if organics are being hauled to a composting facility; $110 per month if organics are being hauled to an AD facility; and $120 per month if organics are being hauled to a bio-engineered feedstock processing facility, the rate for a 2-yard recycling bin serviced 1 day per week would be $55 per month (i.e. the average of the three MSW rates, or $110 per month, multiplied by 50%).

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

6. Commercial and Multi-Family Food Scraps - Anaerobic Digestion (AD)

		Collection Component (85% Labor and 15% Fuel)				Organics Processing Type		Non-digestate Disposal		
6a.	35-gallon Cart	[illegible]	+ [illegible]	= Total Collection	+	Anaerobic Digestion	+	[illegible]	= [illegible]	
	1 pick-up per week	10.74	1.90	12.64		1.23		-	13.87	per month
	2 pick-ups per week	21.48	3.79	25.27		2.46		-	27.73	per month
	3 pick-ups per week	32.22	5.69	37.91		3.69		-	41.60	per month
	4 pick-ups per week	42.93	7.58	50.51		4.92		-	55.43	per month
	5 pick-ups per week	53.69	9.47	63.16		6.16		-	69.32	per month
	6 pick-up per week	64.41	11.37	75.78		7.38		-	83.16	per month
6b.	65 Gallon Cart	[illegible]	+ [illegible]	= Total Collection	+	Anaerobic Digestion	+	[illegible]	= [illegible]	
	1 pick-up per week	11.87	2.09	13.96		2.13		-	16.09	per month
	2 pick-ups per week	23.73	4.19	27.92		4.27		-	32.19	per month
	3 pick-ups per week	35.59	6.28	41.87		6.40		-	48.27	per month
	4 pick-ups per week	47.46	8.38	55.84		8.53		-	64.37	per month
	5 pick-ups per week	59.32	10.47	69.79		10.67		-	80.46	per month
	6 pick-up per week	71.20	12.56	83.76		12.80		-	96.56	per month
6c.	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	Labor	+ [illegible]	= Total Collection	+	Anaerobic Digestion	+	[illegible]	= Total	
	1 pick-up per week	15.81	2.79	18.60		6.72		-	25.32	per month
	2 pick-ups per week	29.89	5.28	35.17		13.46		-	48.63	per month
	3 pick-ups per week	42.89	7.57	50.46		20.18		-	70.64	per month

	4 pick-ups per week	57.19	10.09	67.28		26.90	-	94.18	per month
	5 pick-ups per week	71.47	12.61	84.08		33.62	-	117.70	per month
	6 pick-up per week	85.77	15.14	100.91		40.36	-	141.27	per month
6d.	1.5 Cubic Yard Bin (standalone or half of 3-yard split b			Total Collectior	+	Anaerobic Digestion	+		
	1 pick-up per week	20.40	3.60	24.00		10.09	-	34.09	per month
	2 pick-ups per week	35.87	6.33	42.20		20.18	-	62.38	per month
	3 pick-ups per week	51.48	9.08	60.56		30.27	-	90.83	per month
	4 pick-ups per week	68.62	12.11	80.73		40.36	-	121.09	per month
	5 pick-ups per week	85.77	15.14	100.91		50.44	-	151.35	per month
	6 pick-up per week	102.91	18.16	121.07		60.53	-	181.60	per month
6e.	2 Cubic Yard Bin (standalone or half of 4-yard split bin			Total Collectior	+	Anaerobic Digestion	+		
	1 pick-up per week	28.70	5.06	33.76		13.46	-	47.22	per month
	2 pick-ups per week	46.65	8.23	54.88		26.90	-	81.78	per month
	3 pick-ups per week	64.62	11.40	76.02		40.36	-	116.38	per month
	4 pick-ups per week	82.57	14.57	97.14		53.80	-	150.94	per month
	5 pick-ups per week	100.53	17.74	118.27		67.26	-	185.53	per month
	6 pick-up per week	118.46	20.91	139.37		80.70	-	220.07	per month

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for divertible materials must be 50% lower than the average rate proposed for the equivalent MSW service shown in Tabs 4.1, 4.2, and 4.3. For example, if the proposed rate for a 2-yard MSW bin serviced 1 day per week is $100 per month if organics are being hauled to a composting facility; $110 per month if organics are being hauled to an AD facility; and $120 per month if organics are being hauled to a bio-engineered feedstock processing facility, the rate for a 2-yard recycling bin serviced 1 day per week would be $55 per month (i.e. the average of the three MSW rates, or $110 per month, multiplied by 50%).

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

7. Commercial and Multi-Family Food Scraps - Delivered to a Bioengineered Feedstock Processing Facility

		Collection Component (85% Labor and 15% Fuel)			Organics Processing Type	Non-digestate Disposal		
7a.	35-gallon Cart	[illegible]	+ [illegible]	= Total Collection	+ Co-digestion	+ [illegible]	= [illegible]	
	1 pick-up per week	10.74	1.90	12.64	1.23	-	13.87	per month
	2 pick-ups per week	21.48	3.79	25.27	2.46	-	27.73	per month
	3 pick-ups per week	32.22	5.69	37.91	3.69	-	41.60	per month
	4 pick-ups per week	42.93	7.58	50.51	4.92	-	55.43	per month
	5 pick-ups per week	53.69	9.47	63.16	6.16	-	69.32	per month
	6 pick-up per week	64.41	11.37	75.78	7.38	-	83.16	per month
7b.	65 Gallon Cart	[illegible]	+ [illegible]	= Total Collection	+ Co-digestion	+ [illegible]	= [illegible]	
	1 pick-up per week	11.87	2.09	13.96	2.13	-	16.09	per month
	2 pick-ups per week	23.73	4.19	27.92	4.27	-	32.19	per month
	3 pick-ups per week	35.59	6.28	41.87	6.40	-	48.27	per month
	4 pick-ups per week	47.46	8.38	55.84	8.53	-	64.37	per month
	5 pick-ups per week	59.32	10.47	69.79	10.67	-	80.46	per month
	6 pick-up per week	71.20	12.56	83.76	12.80	-	96.56	per month
7c.	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	[illegible]	+ [illegible]	= Total Collection	+ Co-digestion	+ Disposal	= Total	
	1 pick-up per week	15.81	2.79	18.60	6.72	-	25.32	per month
	2 pick-ups per week	29.89	5.28	35.17	13.46	-	48.63	per month
	3 pick-ups per week	42.89	7.57	50.46	20.18	-	70.64	per month

	4 pick-ups per week	57.19	10.09	67.28		26.90	-	94.18	per month
	5 pick-ups per week	71.47	12.61	84.08		33.62	-	117.70	per month
	6 pick-up per week	85.77	15.14	100.91		40.36	-	141.27	per month
7d.	1.5 Cubic Yard Bin (standalone or half of 3-yard split b			Total Collectior	+	Co-digestion	+		
	1 pick-up per week	20.40	3.60	24.00		10.09	-	34.09	per month
	2 pick-ups per week	35.87	6.33	42.20		20.18	-	62.38	per month
	3 pick-ups per week	51.48	9.08	60.56		30.27	-	90.83	per month
	4 pick-ups per week	68.62	12.11	80.73		40.36	-	121.09	per month
	5 pick-ups per week	85.77	15.14	100.91		50.44	-	151.35	per month
	6 pick-up per week	102.91	18.16	121.07		60.53	-	181.60	per month
7e.	2 Cubic Yard Bin (standalone or half of 4-yard split bin			Total Collectior	+	Co-digestion	+		
	1 pick-up per week	28.70	5.06	33.76		13.46	-	47.22	per month
	2 pick-ups per week	46.65	8.23	54.88		26.90	-	81.78	per month
	3 pick-ups per week	64.62	11.40	76.02		40.36	-	116.38	per month
	4 pick-ups per week	82.57	14.57	97.14		53.80	-	150.94	per month
	5 pick-ups per week	100.53	17.74	118.27		67.26	-	185.53	per month
	6 pick-up per week	118.46	20.91	139.37		80.70	-	220.07	per month

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for divertible materials must be 50% lower than the average rate proposed for the equivalent MSW service shown in Tabs 4.1, 4.2, and 4.3. For example, if the proposed rate for a 2-yard MSW bin serviced 1 day per week is $100 per month if organics are being hauled to a composting facility; $110 per month if organics are being hauled to an AD facility; and $120 per month if organics are being hauled to a bio-engineered feedstock processing facility, the rate for a 2-yard recycling bin serviced 1 day per week would be $55 per month (i.e. the average of the three MSW rates, or $110 per month, multiplied by 50%).

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

8. Commercial and Multi-Family Yard Trimmings - Composting

		Collection Component (85% Labor and 15% Fuel			Organics Processing Type	Residue Disposal		
8a.	35-gallon Cart			Total Collection	+ Composting	+		
	1 pick-up per week	10.74	1.90	12.64	1.23	-	13.87	per month
	2 pick-ups per week	21.48	3.79	25.27	2.46	-	27.73	per month
	3 pick-ups per week	32.22	5.69	37.91	3.69	-	41.60	per month
	4 pick-ups per week	42.93	7.58	50.51	4.92	-	55.43	per month
	5 pick-ups per week	53.69	9.47	63.16	6.16	-	69.32	per month
	6 pick-up per week	64.41	11.37	75.78	7.38	-	83.16	per month
8b.	65 Gallon Cart			Total Collection	+ Composting	+		
	1 pick-up per week	11.87	2.09	13.96	2.13	-	16.09	per month
	2 pick-ups per week	23.73	4.19	27.92	4.27	-	32.19	per month
	3 pick-ups per week	35.59	6.28	41.87	6.40	-	48.27	per month
	4 pick-ups per week	47.46	8.38	55.84	8.53	-	64.37	per month
	5 pick-ups per week	59.32	10.47	69.79	10.67	-	80.46	per month
	6 pick-up per week	71.20	12.56	83.76	12.80	-	96.56	per month
8c.	90 Gallon Cart			Total Collection	+ Composting	+		
	1 pick-up per week	13.00	2.29	15.29	3.12	-	18.41	per month
	2 pick-ups per week	25.99	4.59	30.58	6.23	-	36.81	per month
	3 pick-ups per week	39.00	6.88	45.88	9.36	-	55.24	per month

	4 pick-ups per week	51.99	9.17	61.16		12.48	-	73.64	per month
	5 pick-ups per week	64.97	11.47	76.44		15.59	-	92.03	per month
	6 pick-up per week	77.97	13.76	91.73		18.71	-	110.44	per month
8d.	1 Cubic Yard Bin (standalone or half of 2-yard split bin	[illegible]	Fuel	= Total Collection	+	Composting	+ Disposal	= Total	
	1 pick-up per week	15.81	2.79	18.60		6.72	-	25.32	per month
	2 pick-ups per week	29.89	5.28	35.17		13.46	-	48.63	per month
	3 pick-ups per week	42.89	7.57	50.46		20.18	-	70.64	per month
	4 pick-ups per week	57.19	10.09	67.28		26.90	-	94.18	per month
	5 pick-ups per week	71.47	12.61	84.08		33.62	-	117.70	per month
	6 pick-up per week	85.77	15.14	100.91		40.36	-	141.27	per month
8e.	1.5 Cubic Yard Bin (standalone or half of 3-yard split bi	Labor	+ [illegible]	= Total Collection	+	Composting	+ Disposal	[illegible]	
	1 pick-up per week	20.40	3.60	24.00		10.09	-	34.09	per month
	2 pick-ups per week	35.87	6.33	42.20		20.18	-	62.38	per month
	3 pick-ups per week	51.48	9.08	60.56		30.27	-	90.83	per month
	4 pick-ups per week	68.62	12.11	80.73		40.36	-	121.09	per month
	5 pick-ups per week	85.77	15.14	100.91		50.44	-	151.35	per month
	6 pick-up per week	102.91	18.16	121.07		60.53	-	181.60	per month
8f.	2 Cubic Yard Bin (Standalone or half of 4-yard split bin	[illegible]	[illegible]	= Total Collection	+	Composting	+ [illegible]	[illegible]	
	1 pick-up per week	28.70	5.06	33.76		13.46	-	47.22	per month
	2 pick-ups per week	46.65	8.23	54.88		26.90	-	81.78	per month
	3 pick-ups per week	64.62	11.40	76.02		40.36	-	116.38	per month
	4 pick-ups per week	82.57	14.57	97.14		53.80	-	150.94	per month
	5 pick-ups per week	100.53	17.74	118.27		67.26	-	185.53	per month
	6 pick-up per week	118.46	20.91	139.37		80.70	-	220.07	per month
8g.	3 Cubic Yard Bin	[illegible]	[illegible]	= Total Collection	+	Composting	+ [illegible]	[illegible]	
	1 pick-up per week	41.17	7.26	48.43		20.18	-	68.61	per month
	2 pick-ups per week	60.32	10.64	70.96		40.36	-	111.32	per month
	3 pick-ups per week	73.80	13.02	86.82		60.52	-	147.34	per month
	4 pick-ups per week	92.91	16.40	109.31		80.70	-	190.01	per month

5 pick-ups per week	112.05	19.77	131.82		100.88	-	232.70	per month
6 pick-up per week	131.18	23.15	154.33		121.06	-	275.39	per month

8h.	4 Cubic Yard Bin			Total Collection	+	Composting	+	Disposal	=	Total	
1 pick-up per week	53.64	9.47	63.11		26.90	-		90.01	per month
2 pick-ups per week	73.95	13.05	87.00		53.80	-		140.80	per month
3 pick-ups per week	94.26	16.63	110.89		80.70	-		191.59	per month
4 pick-ups per week	114.58	20.22	134.80		107.60	-		242.40	per month
5 pick-ups per week	134.88	23.80	158.68		134.51	-		293.19	per month
6 pick-up per week	155.18	27.39	182.57		161.41	-		343.98	per month

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for divertible materials must be 50% lower than the average rate proposed for the equivalent MSW service shown in Tabs 4.1, 4.2, and 4.3. For example, if the proposed rate for a 2-yard MSW bin serviced 1 day per week is $100 per month if organics are being hauled to a composting facility; $110 per month if organics are being hauled to an AD facility; and $120 per month if organics are being hauled to a bio-engineered feedstock processing facility, the rate for a 2-yard recycling bin serviced 1 day per week would be $55 per month (i.e. the average of the three MSW rates, or $110 per month, multiplied by 50%).

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

9. Commercial and Multi-Family Yard Trimmings - Anaerobic Digestion

		Collection Component (85% Labor and 15% Fuel			Organics Processing Type	Residue Disposal		
9a.	35-gallon Cart	[illegible]	+ [illegible]	= Total Collection	+ Anaerobic Digestion	+ [illegible]	[illegible]	
	1 pick-up per week	10.74	1.90	12.64	1.23	-	13.87	per month
	2 pick-ups per week	21.48	3.79	25.27	2.46	-	27.73	per month
	3 pick-ups per week	32.22	5.69	37.91	3.69	-	41.60	per month
	4 pick-ups per week	42.93	7.58	50.51	4.92	-	55.43	per month
	5 pick-ups per week	53.69	9.47	63.16	6.16	-	69.32	per month
	6 pick-up per week	64.41	11.37	75.78	7.38	-	83.16	per month
9b.	65 Gallon Cart	[illegible]	+ [illegible]	= Total Collection	+ Anaerobic Digestion	+ [illegible]	[illegible]	
	1 pick-up per week	11.87	2.09	13.96	2.13	-	16.09	per month
	2 pick-ups per week	23.73	4.19	27.92	4.27	-	32.19	per month
	3 pick-ups per week	35.59	6.28	41.87	6.40	-	48.27	per month
	4 pick-ups per week	47.46	8.38	55.84	8.53	-	64.37	per month
	5 pick-ups per week	59.32	10.47	69.79	10.67	-	80.46	per month
	6 pick-up per week	71.20	12.56	83.76	12.80	-	96.56	per month
9c.	90 Gallon Cart	[illegible]	+ [illegible]	= Total Collection	+ Anaerobic Digestion	+ [illegible]	[illegible]	
	1 pick-up per week	13.00	2.29	15.29	3.12	-	18.41	per month
	2 pick-ups per week	25.99	4.59	30.58	6.23	-	36.81	per month
	3 pick-ups per week	39.00	6.88	45.88	9.36	-	55.24	per month

	4 pick-ups per week	51.99	9.17	61.16		12.48	-	73.64	per month
	5 pick-ups per week	64.97	11.47	76.44		15.59	-	92.03	per month
	6 pick-up per week	77.97	13.76	91.73		18.71	-	110.44	per month
9d.	1 Cubic Yard Bin (standalone or half of 2-yard split bin	[illegible]	+ Fuel	= Total Collection	+	Anaerobic Digestion	+ Disposal	= Total	
	1 pick-up per week	15.81	2.79	18.60		6.72	-	25.32	per month
	2 pick-ups per week	29.89	5.28	35.17		13.46	-	48.63	per month
	3 pick-ups per week	42.89	7.57	50.46		20.18	-	70.64	per month
	4 pick-ups per week	57.19	10.09	67.28		26.90	-	94.18	per month
	5 pick-ups per week	71.47	12.61	84.08		33.62	-	117.70	per month
	6 pick-up per week	85.77	15.14	100.91		40.36	-	141.27	per month
9e.	1.5 Cubic Yard Bin (standalone or half of 3-yard split bi	Labor	+ [illegible]	Total Collection	+	Anaerobic Digestion	+ Disposal	[illegible]	
	1 pick-up per week	20.40	3.60	24.00		10.09	-	34.09	per month
	2 pick-ups per week	35.87	6.33	42.20		20.18	-	62.38	per month
	3 pick-ups per week	51.48	9.08	60.56		30.27	-	90.83	per month
	4 pick-ups per week	68.62	12.11	80.73		40.36	-	121.09	per month
	5 pick-ups per week	85.77	15.14	100.91		50.44	-	151.35	per month
	6 pick-up per week	102.91	18.16	121.07		60.53	-	181.60	per month
9f.	2 Cubic Yard Bin (Standalone or half of 4-yard split bin	[illegible]	[illegible]	Total Collection	+	Anaerobic Digestion	+ [illegible]	[illegible]	
	1 pick-up per week	28.70	5.06	33.76		13.46	-	47.22	per month
	2 pick-ups per week	46.65	8.23	54.88		26.90	-	81.78	per month
	3 pick-ups per week	64.62	11.40	76.02		40.36	-	116.38	per month
	4 pick-ups per week	82.57	14.57	97.14		53.80	-	150.94	per month
	5 pick-ups per week	100.53	17.74	118.27		67.26	-	185.53	per month
	6 pick-up per week	118.46	20.91	139.37		80.70	-	220.07	per month
9g.	3 Cubic Yard Bin	[illegible]	[illegible]	Total Collection	+	Anaerobic Digestion	+ [illegible]	[illegible]	
	1 pick-up per week	41.17	7.26	48.43		20.18	-	68.61	per month
	2 pick-ups per week	60.32	10.64	70.96		40.36	-	111.32	per month
	3 pick-ups per week	73.80	13.02	86.82		60.52	-	147.34	per month
	4 pick-ups per week	92.91	16.40	109.31		80.70	-	190.01	per month

	5 pick-ups per week	112.05	19.77	131.82	100.88	-	232.70	per month
	6 pick-up per week	131.18	23.15	154.33	121.06	-	275.39	per month
9h.	4 Cubic Yard Bin	[illegible]	[illegible]	Total Collection	Anaerobic Digestion	[illegible]	[illegible]	
	1 pick-up per week	53.64	9.47	63.11	26.90	-	90.01	per month
	2 pick-ups per week	73.95	13.05	87.00	53.80	-	140.80	per month
	3 pick-ups per week	94.26	16.63	110.89	80.70	-	191.59	per month
	4 pick-ups per week	114.58	20.22	134.80	107.60	-	242.40	per month
	5 pick-ups per week	134.88	23.80	158.68	134.51	-	293.19	per month
	6 pick-up per week	155.18	27.39	182.57	161.41	-	343.98	per month

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for divertible materials must be 50% lower than the average rate proposed for the equivalent MSW service shown in Tabs 4.1, 4.2, and 4.3. For example, if the proposed rate for a 2-yard MSW bin serviced 1 day per week is $100 per month if organics are being hauled to a composting facility; $110 per month if organics are being hauled to an AD facility; and $120 per month if organics are being hauled to a bio-engineered feedstock processing facility, the rate for a 2-yard recycling bin serviced 1 day per week would be $55 per month (i.e. the average of the three MSW rates, or $110 per month, multiplied by 50%).

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

10. Commercial and Multi-Family Co-collected Food Scraps and Yard Trimmings - Composting

		Collection Component (85% Labor and 15% Fuel			Composting Process	Residue Disposal		
10a.	35-gallon Cart			Total Collection	+ Composting	+		
	1 pick-up per week	10.74	1.90	12.64	1.23	-	13.87	per month
	2 pick-ups per week	21.48	3.79	25.27	2.46	-	27.73	per month
	3 pick-ups per week	32.22	5.69	37.91	3.69	-	41.60	per month
	4 pick-ups per week	42.93	7.58	50.51	4.92	-	55.43	per month
	5 pick-ups per week	53.69	9.47	63.16	6.16	-	69.32	per month
	6 pick-up per week	64.41	11.37	75.78	7.38	-	83.16	per month
10b.	65 Gallon Cart			Total Collection	+ Composting	+		
	1 pick-up per week	11.87	2.09	13.96	2.13	-	16.09	per month
	2 pick-ups per week	23.73	4.19	27.92	4.27	-	32.19	per month
	3 pick-ups per week	35.59	6.28	41.87	6.40	-	48.27	per month
	4 pick-ups per week	47.46	8.38	55.84	8.53	-	64.37	per month
	5 pick-ups per week	59.32	10.47	69.79	10.67	-	80.46	per month
	6 pick-up per week	71.20	12.56	83.76	12.80	-	96.56	per month
10c.	90 Gallon Cart			Total Collection	+ Composting	+		
	1 pick-up per week	13.00	2.29	15.29	3.12	-	18.41	per month
	2 pick-ups per week	25.99	4.59	30.58	6.23	-	36.81	per month
	3 pick-ups per week	39.00	6.88	45.88	9.36	-	55.24	per month

	4 pick-ups per week	51.99	9.17	61.16	12.48	-	73.64	per month
	5 pick-ups per week	64.97	11.47	76.44	15.59	-	92.03	per month
	6 pick-up per week	77.97	13.76	91.73	18.71	-	110.44	per month
10d.	1 Cubic Yard Bin (standalone or half of 2-yard split bin	[illegible]	Fuel	= Total Collection	+ Composting	+ Disposal	= Total	
	1 pick-up per week	15.81	2.79	18.60	6.72	-	25.32	per month
	2 pick-ups per week	29.89	5.28	35.17	13.46	-	48.63	per month
	3 pick-ups per week	42.89	7.57	50.46	20.18	-	70.64	per month
	4 pick-ups per week	57.19	10.09	67.28	26.90	-	94.18	per month
	5 pick-ups per week	71.47	12.61	84.08	33.62	-	117.70	per month
	6 pick-up per week	85.77	15.14	100.91	40.36	-	141.27	per month
10e.	1.5 Cubic Yard Bin (standalone or half of 3-yard split bi	Labor	+ [illegible]	Total Collection	+ Composting	+ Disposal	+ [illegible]	
	1 pick-up per week	20.40	3.60	24.00	10.09	-	34.09	per month
	2 pick-ups per week	35.87	6.33	42.20	20.18	-	62.38	per month
	3 pick-ups per week	51.48	9.08	60.56	30.27	-	90.83	per month
	4 pick-ups per week	68.62	12.11	80.73	40.36	-	121.09	per month
	5 pick-ups per week	85.77	15.14	100.91	50.44	-	151.35	per month
	6 pick-up per week	102.91	18.16	121.07	60.53	-	181.60	per month
10f.	2 Cubic Yard Bin (Standalone or half of 4-yard split bin	[illegible]	[illegible]	Total Collection	+ Composting	+ [illegible]	[illegible]	
	1 pick-up per week	28.70	5.06	33.76	13.46	-	47.22	per month
	2 pick-ups per week	46.65	8.23	54.88	26.90	-	81.78	per month
	3 pick-ups per week	64.62	11.40	76.02	40.36	-	116.38	per month
	4 pick-ups per week	82.57	14.57	97.14	53.80	-	150.94	per month
	5 pick-ups per week	100.53	17.74	118.27	67.26	-	185.53	per month
	6 pick-up per week	118.46	20.91	139.37	80.70	-	220.07	per month
10g.	3 Cubic Yard Bin	[illegible]	[illegible]	= Total Collection	+ Composting	+ [illegible]	[illegible]	
	1 pick-up per week	41.17	7.26	48.43	20.18	-	68.61	per month
	2 pick-ups per week	60.32	10.64	70.96	40.36	-	111.32	per month
	3 pick-ups per week	73.80	13.02	86.82	60.52	-	147.34	per month
	4 pick-ups per week	92.91	16.40	109.31	80.70	-	190.01	per month

5 pick-ups per week	112.05	19.77	131.82		100.88	-	232.70	per month
6 pick-up per week	131.18	23.15	154.33		121.06	-	275.39	per month

10h.	4 Cubic Yard Bin			Total Collection	+	Composting	+	Disposal	=	Total	
1 pick-up per week	53.64	9.47	63.11		26.90	-		90.01	per month
2 pick-ups per week	73.95	13.05	87.00		53.80	-		140.80	per month
3 pick-ups per week	94.26	16.63	110.89		80.70	-		191.59	per month
4 pick-ups per week	114.58	20.22	134.80		107.60	-		242.40	per month
5 pick-ups per week	134.88	23.80	158.68		134.51	-		293.19	per month
6 pick-up per week	155.18	27.39	182.57		161.41	-		343.98	per month

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for divertible materials must be 50% lower than the average rate proposed for the equivalent MSW service shown in Tabs 4.1, 4.2, and 4.3. For example, if the proposed rate for a 2-yard MSW bin serviced 1 day per week is $100 per month if organics are being hauled to a composting facility; $110 per month if organics are being hauled to an AD facility; and $120 per month if organics are being hauled to a bio-engineered feedstock processing facility, the rate for a 2-yard recycling bin serviced 1 day per week would be $55 per month (i.e. the average of the three MSW rates, or $110 per month, multiplied by 50%).

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

11. Commercial and Multi-Family Co-collected Food Scraps and Yard Trimmings - Anaerobic Digestion

		Collection Component (85% Labor and 15% Fuel)			Composting Process	Residue Disposal		
11a.	35-gallon Cart	[illegible]	+ [illegible]	= Total Collection	+ Anaerobic Digestion	+ [illegible]	= [illegible]	
	1 pick-up per week	10.74	1.90	12.64	1.23	-	13.87	per month
	2 pick-ups per week	21.48	3.79	25.27	2.46	-	27.73	per month
	3 pick-ups per week	32.22	5.69	37.91	3.69	-	41.60	per month
	4 pick-ups per week	42.93	7.58	50.51	4.92	-	55.43	per month
	5 pick-ups per week	53.69	9.47	63.16	6.16	-	69.32	per month
	6 pick-up per week	64.41	11.37	75.78	7.38	-	83.16	per month
11b.	65 Gallon Cart	[illegible]	+ [illegible]	= Total Collection	+ Anaerobic Digestion	+ [illegible]	= [illegible]	
	1 pick-up per week	11.87	2.09	13.96	2.13	-	16.09	per month
	2 pick-ups per week	23.73	4.19	27.92	4.27	-	32.19	per month
	3 pick-ups per week	35.59	6.28	41.87	6.40	-	48.27	per month
	4 pick-ups per week	47.46	8.38	55.84	8.53	-	64.37	per month
	5 pick-ups per week	59.32	10.47	69.79	10.67	-	80.46	per month
	6 pick-up per week	71.20	12.56	83.76	12.80	-	96.56	per month
11c.	90 Gallon Cart	[illegible]	+ [illegible]	= Total Collection	+ Anaerobic Digestion	+ Disposal	= [illegible]	
	1 pick-up per week	13.00	2.29	15.29	3.12	-	18.41	per month
	2 pick-ups per week	25.99	4.59	30.58	6.23	-	36.81	per month
	3 pick-ups per week	39.00	6.88	45.88	9.36	-	55.24	per month

	4 pick-ups per week	51.99	9.17	61.16		12.48	-	73.64	per month
	5 pick-ups per week	64.97	11.47	76.44		15.59	-	92.03	per month
	6 pick-up per week	77.97	13.76	91.73		18.71	-	110.44	per month
11d.	1 Cubic Yard Bin (standalone or half of 2-yard split bin	[illegible]	+ Fuel	= Total Collection	+	Anaerobic Digestion	+ Disposal	= Total	
	1 pick-up per week	15.81	2.79	18.60		6.72	-	25.32	per month
	2 pick-ups per week	29.89	5.28	35.17		13.46	-	48.63	per month
	3 pick-ups per week	42.89	7.57	50.46		20.18	-	70.64	per month
	4 pick-ups per week	57.19	10.09	67.28		26.90	-	94.18	per month
	5 pick-ups per week	71.47	12.61	84.08		33.62	-	117.70	per month
	6 pick-up per week	85.77	15.14	100.91		40.36	-	141.27	per month
11e.	1.5 Cubic Yard Bin (standalone or half of 3-yard split bi	Labor	+ [illegible]	Total Collection	+	Anaerobic Digestion	+ Disposal	+ [illegible]	
	1 pick-up per week	20.40	3.60	24.00		10.09	-	34.09	per month
	2 pick-ups per week	35.87	6.33	42.20		20.18	-	62.38	per month
	3 pick-ups per week	51.48	9.08	60.56		30.27	-	90.83	per month
	4 pick-ups per week	68.62	12.11	80.73		40.36	-	121.09	per month
	5 pick-ups per week	85.77	15.14	100.91		50.44	-	151.35	per month
	6 pick-up per week	102.91	18.16	121.07		60.53	-	181.60	per month
11f.	2 Cubic Yard Bin (Standalone or half of 4-yard split bin	[illegible]	[illegible]	Total Collection	+	Anaerobic Digestion	+ [illegible]	[illegible]	
	1 pick-up per week	28.70	5.06	33.76		13.46	-	47.22	per month
	2 pick-ups per week	46.65	8.23	54.88		26.90	-	81.78	per month
	3 pick-ups per week	64.62	11.40	76.02		40.36	-	116.38	per month
	4 pick-ups per week	82.57	14.57	97.14		53.80	-	150.94	per month
	5 pick-ups per week	100.53	17.74	118.27		67.26	-	185.53	per month
	6 pick-up per week	118.46	20.91	139.37		80.70	-	220.07	per month
11g.	3 Cubic Yard Bin	[illegible]	[illegible]	Total Collection	+	Anaerobic Digestion	+ [illegible]	[illegible]	
	1 pick-up per week	41.17	7.26	48.43		20.18	-	68.61	per month
	2 pick-ups per week	60.32	10.64	70.96		40.36	-	111.32	per month
	3 pick-ups per week	73.80	13.02	86.82		60.52	-	147.34	per month
	4 pick-ups per week	92.91	16.40	109.31		80.70	-	190.01	per month

5 pick-ups per week	112.05	19.77	131.82	100.88	-	232.70	per month
6 pick-up per week	131.18	23.15	154.33	121.06	-	275.39	per month

11h.	4 Cubic Yard Bin			Total Collection	+	Anaerobic Digestion	+		
1 pick-up per week	53.64	9.47	63.11	26.90	-	90.01	per month
2 pick-ups per week	73.95	13.05	87.00	53.80	-	140.80	per month
3 pick-ups per week	94.26	16.63	110.89	80.70	-	191.59	per month
4 pick-ups per week	114.58	20.22	134.80	107.60	-	242.40	per month
5 pick-ups per week	134.88	23.80	158.68	134.51	-	293.19	per month
6 pick-up per week	155.18	27.39	182.57	161.41	-	343.98	per month

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the ""Processing"" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for recyclable materials **must be 50% lower** than the rate proposed for collection of MSW materials. The rates proposed in Section 15.2 shall provide the customer an economic incentive to source-separate the C&D debris when compared to the rates quoted for mixed C&D service in Section 16.2. The incentive in Section 15.02 is **NOT** required to be 50% for source-separated C&D service when compared to mixed C&D service.

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

Note: In completing the rates for Sections 12-19, Proposers shall use the assumed weights for roll-off boxes and compactors listed in Table 4 of the 'Assumptions' tab.

12. Permanent Compactor and Roll-Off Box Single-Material Recycling Service

	Collection Component (85% Labor and 15% Fuel			Processing			
12a. 3 Cu. Yd. Compactor				Clean MRF			
On-call or Scheduled Service	34.38	6.07	40.45	8.74	0.97	50.16	per month ~~per pull~~
12b. 4 Cu. Yd. Compactor				Clean MRF			
On-call or Scheduled Service	34.38	6.07	40.45	14.30	1.59	56.34	per month ~~per pull~~
12c. 6 Cu. Yd. Compactor				Clean MRF			
On-call or Scheduled Service	36.54	6.45	42.99	20.62	2.29	65.90	per month ~~per pull~~
12d. 10 Cu. Yd. Compactor				Clean MRF			
On-call or Scheduled Service	151.06	26.66	177.72	27.68	3.08	208.48	per month ~~per pull~~
12e. 20 Cu. Yd. Compactor				Clean MRF			
On-call or Scheduled Service	151.06	26.66	177.72	139.06	15.45	332.23	per month ~~per pull~~
12f. 30 Cu. Yd. Compactor				Clean MRF			
On-call or Scheduled Service	151.06	26.66	177.72	139.06	15.45	332.23	per month ~~per pull~~
12g. 40 Cu. Yd. Compactor				Clean MRF			
On-call or Scheduled Service	151.06	26.66	177.72	139.06	15.45	332.23	per month ~~per pull~~

12h.	10 Cu. Yd. Roll Off Box				Clean MRF				
	On-call or Scheduled Service	137.56	24.28	161.84	107.38	11.93	281.15	per month	per pull
12i.	20 Cu. Yd. Roll Off Box				Clean MRF				
	On-call or Scheduled Service	137.56	24.28	161.84	26.38	2.93	191.15	per month	per pull
12j.	30 Cu. Yd. Roll Off Box				Clean MRF				
	On-call or Scheduled Service	137.56	24.28	161.84	46.63	5.18	213.65	per month	per pull
12k.	40 Cu. Yd. Roll Off Box				Clean MRF				
	On-call or Scheduled Service	137.56	24.28	161.84	77.00	8.56	247.40	per month	per pull

13.1 Permanent Compactor and Roll-Off Box Single Stream Recycling Service

		Collection Component (85% Labor and 15% Fuel)			Processing				
13.1a	3 Cu. Yd. Compactor				Clean MRF				
	On-call or Scheduled Service	34.38	6.07	40.45	8.74	0.97	50.16	per month	per pull
13.1b	4 Cu. Yd. Compactor				Clean MRF				
	On-call or Scheduled Service	34.38	6.07	40.45	14.30	1.59	56.34	per month	per pull
13.1c	6 Cu. Yd. Compactor				Clean MRF				
	On-call or Scheduled Service	36.54	6.45	42.99	20.62	2.29	65.90	per month	per pull
13.1d	10 Cu. Yd. Compactor				Clean MRF				
	On-call or Scheduled Service	151.06	26.66	177.72	27.68	3.08	208.48	per month	per pull
13.1e	20 Cu. Yd. Compactor				Clean MRF				
	On-call or Scheduled Service	151.06	26.66	177.72	139.06	15.45	332.23	per month	per pull
13.1f	30 Cu. Yd. Compactor				Clean MRF				
	On-call or Scheduled Service	151.06	26.66	177.72	139.06	15.45	332.23	per month	per pull
13.1g	40 Cu. Yd. Compactor				Clean MRF				
	On-call or Scheduled Service	151.06	26.66	177.72	139.06	15.45	332.23	per month	per pull

13.1h	10 Cu. Yd. Roll Off Box				Clean MRF					
	On-call or Scheduled Service	137.56	24.28	161.84	107.38	11.93	281.15	~~per month~~ per pull		
13.1i	20 Cu. Yd. Roll Off Box				Clean MRF					
	On-call or Scheduled Service	137.56	24.28	161.84	26.38	2.93	191.15	~~per month~~ per pull		
13.1j	30 Cu. Yd. Roll Off Box				Clean MRF					
	On-call or Scheduled Service	137.56	24.28	161.84	46.63	5.18	213.65	~~per month~~ per pull		
13.1k	40 Cu. Yd. Roll Off Box				Clean MRF					
	On-call or Scheduled Service	137.56	24.28	161.84	77.00	8.56	247.40	~~per month~~ per pull		

13.2 Permanent Compactor - Food Scrap Recycling Service - Composting

		Collection Component (85% Labor and 15% Fuel)			Processing			
13.2a	10 Cu. Yd. Compactor				Composting Facility			
	On-call or Scheduled Service	201.42	35.54	236.96	300.25	-	537.21	per pull
13.2b	20 Cu. Yd. Compactor				Composting Facility			
	On-call or Scheduled Service	201.42	35.54	236.96	540.45	-	777.41	per pull
13.2c	30 Cu. Yd. Compactor				Composting Facility			
	On-call or Scheduled Service	201.42	35.54	236.96	540.45	-	777.41	per pull

13.3 Permanent Compactor - Food Scrap Recycling Service - Bio-engineered Feed Stock

		Collection Component (85% Labor and 15% Fuel)			Processing			
13.3a	10 Cu. Yd. Compactor				Bioengineered Feedstock			
	On-call or Scheduled Service	201.42	35.54	236.96	470.25	-	707.21	per pull
13.3b	20 Cu. Yd. Compactor				Bioengineered Feedstock			
	On-call or Scheduled Service	201.42	35.54	236.96	846.45	-	1,083.41	per pull
13.3c	30 Cu. Yd. Compactor				Bioengineered Feedstock			
	On-call or Scheduled Service	201.42	35.54	236.96	846.45	-	1,083.41	per pull

13.4 Permanent Compactor - Food Scrap Recycling Service - Anaerobic Digestion

		Collection Component (85% Labor and 15% Fuel)			Processing	Residual Disposal		
13.4a	10 Cu. Yd. Compactor	[illegible]	+ [illegible]	+ [illegible]	+ AD	+ Disposal	= [illegible]	
	On-call or Scheduled Service	201.42	35.54	236.96	487.50	-	724.46	per pull
13.4b	20 Cu. Yd. Compactor	[illegible]	+ Fuel	= Total Collection	+ AD	+ Disposal	= [illegible]	
	On-call or Scheduled Service	201.42	35.54	236.96	877.50	-	1,114.46	per pull
13.4c	30 Cu. Yd. Compactor	[illegible]	+ [illegible]	Total Collection	+ AD	+ Disposal	= [illegible]	
	On-call or Scheduled Service	201.42	35.54	236.96	877.50		1,114.46	per pull

14. Permanent Compactor and Roll-Off Box for Direct Haul to Landfill Service

		Collection Component (85% Labor and 15% Fuel)					
14a.	3 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collection	+ [illegible]	= [illegible]	
	On-call or Scheduled Service	64.49	-	75.87	24.45	100.32	~~per month~~ per pull
14b.	4 Cu. Yd. Compactor	[illegible]	+ Fuel	= Total Collection	+ [illegible]	= [illegible]	
	On-call or Scheduled Service	68.77	-	80.91	31.77	112.68	~~per month~~ per pull
14c.	6 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collection	+ [illegible]	= [illegible]	
	On-call or Scheduled Service	73.07	-	85.97	45.82	131.79	~~per month~~ per pull
14d.	10 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collection	+ [illegible]	= [illegible]	
	On-call or Scheduled Service	201.42	-	236.96	180.00	416.96	~~per month~~ per pull
14e.	20 Cu. Yd. Compactor	[illegible]	+ Fuel	= Total Collection	+ [illegible]	= [illegible]	
	On-call or Scheduled Service	201.42	-	236.96	427.50	664.46	~~per month~~ per pull
14f.	30 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collection	+ [illegible]	= [illegible]	
	On-call or Scheduled Service	201.42	-	236.96	427.50	664.46	~~per month~~ per pull
14g.	40 Cu. Yd. Compactor	Labor	+ Fuel	= Total Collection	+ [illegible]	= [illegible]	
	On-call or Scheduled Service	201.42	-	236.96	427.50	664.46	~~per month~~ per pull
14h.	10 Cu. Yd. Roll Off Box	Labor	+ Fuel	= Total Collection	+ [illegible]	= [illegible]	
	On-call or Scheduled Service	171.96	-	202.31	360.00	562.31	~~per month~~ per pull

14i.	20 Cu. Yd. Roll Off Box			Fuel	= Total Collection	+		
	On-call or Scheduled Service	171.96	-		202.31	180.00	382.31	~~per month~~ per pull
14j.	30 Cu. Yd. Roll Off Box	Labor	+	Fuel	= Total Collection	+		
	On-call or Scheduled Service	171.96	-		202.31	225.00	427.31	~~per month~~ per pull
14k.	40 Cu. Yd. Roll Off Box	Labor	+	Fuel	= Total Collection	+		
	On-call or Scheduled Service	171.96	-		202.31	292.50	494.81	~~per month~~ per pull

15.1 Temporary Bin and Roll-Off Bin Single-Material Recycling Service - Including 2, 3, 4, and 6 yard Bin Service

		Collection Component (85% Labor and 15% Fuel)			Processing			
15.1a	2 Cubic Yard Bin				Clean MRF			
	Daily (Same day Service)	36.86	6.50	43.36	9.26	1.03	53.65	per pull
	Weekly (Mon. - Following Mon.)	36.86	6.50	43.36	9.26	1.03	53.65	per pull
	Weekend (Fri. - Mon.)	36.86	6.50	43.36	9.26	1.03	53.65	per pull
	Other:			-			-	per pull
15.1b	3 Cubic Yard Bin				Clean MRF			
	Daily (Same day Service)	36.86	6.50	43.36	10.70	1.19	55.25	per pull
	Weekly (Mon. - Following Mon.)	36.86	6.50	43.36	10.70	1.19	55.25	per pull
	Weekend (Fri. - Mon.)	36.86	6.50	43.36	10.70	1.19	55.25	per pull
	Other:			-			-	per pull
15.1c	4 Cubic Yard Bin				Clean MRF			
	Daily (Same day Service)	39.30	6.93	46.23	14.20	1.58	62.01	per pull
	Weekly (Mon. - Following Mon.)	39.30	6.93	46.23	14.20	1.58	62.01	per pull
	Weekend (Fri. - Mon.)	39.30	6.93	46.23	14.20	1.58	62.01	per pull
	Other:			-			-	per pull
15.1d	6 Cubic Yard Bin				Clean MRF			
	Daily (Same day Service)	41.76	7.37	49.13	20.97	2.33	72.43	per pull
	Weekly (Mon. - Following Mon.)	41.76	7.37	49.13	20.97	2.33	72.43	per pull
	Weekend (Fri. - Mon.)	41.76	7.37	49.13	20.97	2.33	72.43	per pull

	Other:			-			-	per pull
15.1e	10 Cubic Yard Roll-Off				Clean MRF			
	Daily (Same day Service)	128.97	22.76	151.73	166.21	18.47	336.41	per pull
	Weekly (Mon. - Following Mon.)	128.97	22.76	151.73	166.21	18.47	336.41	per pull
	Weekend (Fri. - Mon.)	128.97	22.76	151.73	166.21	18.47	336.41	per pull
	Other:			-			-	per pull
15.1f	20 Cubic Yard Roll-Off				Clean MRF			
	Daily (Same day Service)	128.97	22.76	151.73	60.35	6.70	218.78	per pull
	Weekly (Mon. - Following Mon.)	128.97	22.76	151.73	60.35	6.70	218.78	per pull
	Weekend (Fri. - Mon.)	128.97	22.76	151.73	60.35	6.70	218.78	per pull
	Other:			-			-	per pull
15.1g	30 Cubic Yard Roll-Off				Clean MRF			
	Daily (Same day Service)	128.97	22.76	151.73	86.81	9.64	248.18	per pull
	Weekly (Mon. - Following Mon.)	128.97	22.76	151.73	86.81	9.64	248.18	per pull
	Weekend (Fri. - Mon.)	128.97	22.76	151.73	86.81	9.64	248.18	per pull
	Other:			-			-	per pull
15.1h	40 Cubic Yard Roll-Off				Clean MRF			
	Daily (Same day Service)	128.97	22.76	151.73	130.21	14.47	296.41	per pull
	Weekly (Mon. - Following Mon.)	128.97	22.76	151.73	130.21	14.47	296.41	per pull
	Weekend (Fri. - Mon.)	128.97	22.76	151.73	130.21	14.47	296.41	per pull
	Other:			-			-	per pull

15.2 Temporary Bin and Roll-Off Bin Source Separated Construction & Demolition Recycling Service - Including 2, 3, 4, and 6 yard Bin Service (rate must provide customer an economic incentive when compared to mixed C&D service)

		Collection Component (85% Labor and 15% Fuel						
15.2a	2 Cubic Yard Bin				C&D Debris Processing Facility			
	Daily (Same day Service)	58.96	10.41	69.37	12.17	1.84	83.38	per pull
	Weekly (Mon. - Following Mon.)	58.96	10.41	69.37	12.17	1.84	83.38	per pull
	Weekend (Fri. - Mon.)	58.96	10.41	69.37	12.17	1.84	83.38	per pull

	Other:			-			-	per pull	
15.2b	3 Cubic Yard Bin				C&D Debris Processing Facility				
	Daily (Same day Service)	58.96	10.41	69.37	14.34	1.84	85.55	per pull	
	Weekly (Mon. - Following Mon.)	58.96	10.41	69.37	14.34	1.84	85.55	per pull	
	Weekend (Fri. - Mon.)	58.96	10.41	69.37	14.34	1.84	85.55	per pull	
	Other:			-			-	per pull	
15.2c	4 Cubic Yard Bin				C&D Debris Processing Facility				
	Daily (Same day Service)	62.87	11.10	73.97	16.83	4.62	95.42	per pull	
	Weekly (Mon. - Following Mon.)	62.87	11.10	73.97	16.83	4.62	95.42	per pull	
	Weekend (Fri. - Mon.)	62.87	11.10	73.97	16.83	4.62	95.42	per pull	
	Other:			-			-	per pull	
15.2d	6 Cubic Yard Bin				C&D Debris Processing Facility				
	Daily (Same day Service)	66.81	11.79	78.60	25.74	5.94	110.28	per pull	
	Weekly (Mon. - Following Mon.)	66.81	11.79	78.60	25.74	5.94	110.28	per pull	
	Weekend (Fri. - Mon.)	66.81	11.79	78.60	25.74	5.94	110.28	per pull	
	Other:			-			-	per pull	
15.2e	10 Cubic Yard Roll-Off				C&D Debris Processing Facility				
	Daily (Same day Service)	154.76	27.31	182.07	227.88	92.07	502.02	per pull	
	Weekly (Mon. - Following Mon.)	154.76	27.31	182.07	227.88	92.07	502.02	per pull	
	Weekend (Fri. - Mon.)	154.76	27.31	182.07	227.88	92.07	502.02	per pull	
	Other:			-			-	per pull	
15.2f	20 Cubic Yard Roll-Off				C&D Debris Processing Facility				
	Daily (Same day Service)	154.76	27.31	182.07	113.94	46.04	342.05	per pull	
	Weekly (Mon. - Following Mon.)	154.76	27.31	182.07	113.94	46.04	342.05	per pull	
	Weekend (Fri. - Mon.)	154.76	27.31	182.07	113.94	46.04	342.05	per pull	
	Other:			-			-	per pull	
15.2g	30 Cubic Yard Roll-Off				C&D Debris Processing Facility				

Daily (Same day Service)	154.76	27.31	182.07	142.43	57.53	382.03	per pull
Weekly (Mon. - Following Mon.)	154.76	27.31	182.07	142.43	57.53	382.03	per pull
Weekend (Fri. - Mon.)	154.76	27.31	182.07	142.43	57.53	382.03	per pull
Other:			-			-	per pull
15.2h 40 Cubic Yard Roll-Off				C&D Debris Processing Facility			
Daily (Same day Service)	154.76	27.31	182.07	189.80	75.75	447.62	per pull
Weekly (Mon. - Following Mon.)	154.76	27.31	182.07	189.80	75.75	447.62	per pull
Weekend (Fri. - Mon.)	154.76	27.31	182.07	189.80	75.75	447.62	per pull
Other:			-			-	per pull

16.1 Temporary Bin and Roll-Off Box Service - Including 2, 3, 4, and 6 yard Bin Service - Single Stream Recycling ~~(i.e. Mixed C&D Processing)~~

	Collection Component (85% Labor and 15% Fuel			Processing			
16.1a 2 Cubic Yard Bin				Clean MRF			
Daily (Same day Service)	36.86	6.50	43.36	9.26	1.03	53.65	per pull
Weekly (Mon. - Following Mon.)	36.86	6.50	43.36	9.26	1.03	53.65	per pull
Weekend (Fri. - Mon.)	36.86	6.50	43.36	9.26	1.03	53.65	per pull
Other:			-			-	per pull
16.1b 3 Cubic Yard Bin				Clean MRF			
Daily (Same day Service)	36.86	6.50	43.36	10.70	1.19	55.25	per pull
Weekly (Mon. - Following Mon.)	36.86	6.50	43.36	10.70	1.19	55.25	per pull
Weekend (Fri. - Mon.)	36.86	6.50	43.36	10.70	1.19	55.25	per pull
Other:			-			-	per pull
16.1c 4 Cubic Yard Bin				Clean MRF			
Daily (Same day Service)	39.30	6.93	46.23	14.20	1.58	62.01	per pull
Weekly (Mon. - Following Mon.)	39.30	6.93	46.23	14.20	1.58	62.01	per pull
Weekend (Fri. - Mon.)	39.30	6.93	46.23	14.20	1.58	62.01	per pull
Other:			-			-	per pull
16.1d 6 Cubic Yard Bin				Clean MRF			
Daily (Same day Service)	41.76	7.37	49.13	20.97	2.33	72.43	per pull
Weekly (Mon. - Following Mon.)	41.76	7.37	49.13	20.97	2.33	72.43	per pull

	Weekend (Fri. - Mon.)	41.76	7.37	49.13	20.97	2.33	72.43	per pull
	Other:			-			-	per pull
16.1e	10 Cubic Yard Roll-Off				Clean MRF			
	Daily (Same day Service)	128.97	22.76	151.73	166.21	18.47	336.41	per pull
	Weekly (Mon. - Following Mon.)	128.97	22.76	151.73	166.21	18.47	336.41	per pull
	Weekend (Fri. - Mon.)	128.97	22.76	151.73	166.21	18.47	336.41	per pull
	Other:			-			-	per pull
16.1f	20 Cubic Yard Roll-Off				Clean MRF			
	Daily (Same day Service)	128.97	22.76	151.73	60.35	6.70	218.78	per pull
	Weekly (Mon. - Following Mon.)	128.97	22.76	151.73	60.35	6.70	218.78	per pull
	Weekend (Fri. - Mon.)	128.97	22.76	151.73	60.35	6.70	218.78	per pull
	Other:			-			-	per pull
16.1g	30 Cubic Yard Roll-Off				Clean MRF			
	Daily (Same day Service)	128.97	22.76	151.73	86.81	9.64	248.18	per pull
	Weekly (Mon. - Following Mon.)	128.97	22.76	151.73	86.81	9.64	248.18	per pull
	Weekend (Fri. - Mon.)	128.97	22.76	151.73	86.81	9.64	248.18	per pull
	Other:			-			-	per pull
16.1h	40 Cubic Yard Roll-Off				Clean MRF			
	Daily (Same day Service)	128.97	22.76	151.73	130.21	14.47	296.41	per pull
	Weekly (Mon. - Following Mon.)	128.97	22.76	151.73	130.21	14.47	296.41	per pull
	Weekend (Fri. - Mon.)	128.97	22.76	151.73	130.21	14.47	296.41	per pull
	Other:			-			-	per pull

16.2 Temporary Bin and Roll-Off Box Service - Including 2, 3, 4, and 6 yard Bin Service - Mixed C&D Service

		Collection Component (85% Labor and 15% Fuel			Processing			
16.2a	2 Cubic Yard Bin				C&D Debris Processing Facility			
	Daily (Same day Service)	73.70	13.01	86.71	17.89	2.70	107.30	per pull
	Weekly (Mon. - Following Mon.)	73.70	13.01	86.71	17.89	2.70	107.30	per pull

	Weekend (Fri. - Mon.)	73.70	13.01	86.71	17.89	2.70	107.30	per pull
	Other:			-			-	per pull
16.2b	3 Cubic Yard Bin				C&D Debris Processing Facility			
	Daily (Same day Service)	73.70	13.01	86.71	21.09	2.70	110.50	per pull
	Weekly (Mon. - Following Mon.)	73.70	13.01	86.71	21.09	2.70	110.50	per pull
	Weekend (Fri. - Mon.)	73.70	13.01	86.71	21.09	2.70	110.50	per pull
	Other:			-			-	per pull
16.2c	4 Cubic Yard Bin				C&D Debris Processing Facility			
	Daily (Same day Service)	78.59	13.87	92.46	24.75	6.80	124.01	per pull
	Weekly (Mon. - Following Mon.)	78.59	13.87	92.46	24.75	6.80	124.01	per pull
	Weekend (Fri. - Mon.)	78.59	13.87	92.46	24.75	6.80	124.01	per pull
	Other:			-			-	per pull
16.2d	6 Cubic Yard Bin				C&D Debris Processing Facility			
	Daily (Same day Service)	83.51	14.74	98.25	37.86	8.74	144.85	per pull
	Weekly (Mon. - Following Mon.)	83.51	14.74	98.25	37.86	8.74	144.85	per pull
	Weekend (Fri. - Mon.)	83.51	14.74	98.25	37.86	8.74	144.85	per pull
	Other:			-			-	per pull
16.2e	10 Cubic Yard Roll-Off				C&D Debris Processing Facility			
	Daily (Same day Service)	171.96	30.35	202.31	335.12	135.39	672.82	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	335.12	135.39	672.82	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	335.12	135.39	672.82	per pull
	Other:			-			-	per pull
16.2f	20 Cubic Yard Roll-Off				C&D Debris Processing Facility			
	Daily (Same day Service)	171.96	30.35	202.31	167.56	67.70	437.57	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	167.56	67.70	437.57	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	167.56	67.70	437.57	per pull
	Other:			-			-	per pull
16.2g	30 Cubic Yard Roll-Off	Labor			C&D Debris Processing Facility		Total	

	Daily (Same day Service)	171.96	30.35	202.31	209.45	84.61	496.37	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	209.45	84.61	496.37	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	209.45	84.61	496.37	per pull
	Other:			-			-	per pull
16.2h	40 Cubic Yard Roll-Off				C&D Debris Processing Facility			
	Daily (Same day Service)	171.96	30.35	202.31	279.12	111.39	592.82	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	279.12	111.39	592.82	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	279.12	111.39	592.82	per pull
	Other:			-			-	per pull

17. Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service - Direct to Landfill Service

		Collection Component (85% Labor and 15% Fuel)			Disposal Component		
17a.	2 Cubic Yard Bin	Labor +	Fuel =	Total Collection	+	=	
	Daily (Same day Service)	73.70	-	86.71	20.59	107.30	per pull
	Weekly (Mon. - Following Mon.)	73.70	-	86.71	20.59	107.30	per pull
	Weekend (Fri. - Mon.)	73.70	-	86.71	20.59	107.30	per pull
	Other:			-		-	per pull
17b.	3 Cubic Yard Bin	Labor +	Fuel =	Total Collection	+	=	
	Daily (Same day Service)	73.70	-	86.71	23.79	110.50	per pull
	Weekly (Mon. - Following Mon.)	73.70	-	86.71	23.79	110.50	per pull
	Weekend (Fri. - Mon.)	73.70	-	86.71	23.79	110.50	per pull
	Other:			-		-	per pull
17c.	4 Cubic Yard Bin	Labor +	Fuel =	Total Collection	+	=	
	Daily (Same day Service)	78.59	-	92.46	31.55	124.01	per pull
	Weekly (Mon. - Following Mon.)	78.59	-	92.46	31.55	124.01	per pull
	Weekend (Fri. - Mon.)	78.59	-	92.46	31.55	124.01	per pull
	Other:			-		-	per pull
17d.	6 Cubic Yard Bin	+	Fuel =	Total Collection	+	=	

Daily (Same day Service)	83.51	-	98.25	46.60	144.85	per pull
Weekly (Mon. - Following Mon.)	83.51	-	98.25	46.60	144.85	per pull
Weekend (Fri. - Mon.)	83.51	-	98.25	46.60	144.85	per pull
Other:			-		-	per pull

17e.	10 Cubic Yard Roll-Off	Labor	+	Fuel	=	Total Collection	+		=
Daily (Same day Service)	171.96	-	202.31	470.51	672.82	per pull
Weekly (Mon. - Following Mon.)	171.96	-	202.31	470.51	672.82	per pull
Weekend (Fri. - Mon.)	171.96	-	202.31	470.51	672.82	per pull
Other:			-		-	per pull

17f.	20 Cubic Yard Roll-Off		+	Fuel	=	Total Collection	+		=
Daily (Same day Service)	171.96	-	202.31	235.26	437.57	per pull
Weekly (Mon. - Following Mon.)	171.96	-	202.31	235.26	437.57	per pull
Weekend (Fri. - Mon.)	171.96	-	202.31	235.26	437.57	per pull
Other:			-		-	per pull

17g.	30 Cubic Yard Roll-Off		+	Fuel	=	Total Collection	+		=
Daily (Same day Service)	171.96	-	202.31	294.06	496.37	per pull
Weekly (Mon. - Following Mon.)	171.96	-	202.31	294.06	496.37	per pull
Weekend (Fri. - Mon.)	171.96	-	202.31	294.06	496.37	per pull
Other:			-		-	per pull

17h.	40 Cubic Yard Roll-Off		+	Fuel	=	Total Collection	+		=
Daily (Same day Service)	171.96	-	202.31	390.51	592.82	per pull
Weekly (Mon. - Following Mon.)	171.96	-	202.31	390.51	592.82	per pull
Weekend (Fri. - Mon.)	171.96	-	202.31	390.51	592.82	per pull
Other:			-		-	per pull

18. Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service Food Scraps - Composting

		Collection Component (85% Labor and 15% Fuel				Processing			
18a.	2 Cubic Yard Bin		+		+	Composting	+		=

Daily (Same day Service)	73.70	13.01	86.71		22.46	-	109.17	per pull
Weekly (Mon. - Following Mon.)	73.70	13.01	86.71		22.46	-	109.17	per pull
Weekend (Fri. - Mon.)	73.70	13.01	86.71		22.46	-	109.17	per pull
Other:			-				-	per pull

18b. 3 Cubic Yard Bin — Composting

Daily (Same day Service)	73.70	13.01	86.71		33.69	-	120.40	per pull
Weekly (Mon. - Following Mon.)	73.70	13.01	86.71		33.69	-	120.40	per pull
Weekend (Fri. - Mon.)	73.70	13.01	86.71		33.69	-	120.40	per pull
Other:			-				-	per pull

18c. 4 Cubic Yard Bin — Composting

Daily (Same day Service)	78.59	13.87	92.46		44.92	-	137.38	per pull
Weekly (Mon. - Following Mon.)	78.59	13.87	92.46		44.92	-	137.38	per pull
Weekend (Fri. - Mon.)	78.59	13.87	92.46		44.92	-	137.38	per pull
Other:			-				-	per pull

18d. 6 Cubic Yard Bin

Daily (Same day Service)	83.51	14.74	98.25		67.38	-	165.63	per pull
Weekly (Mon. - Following Mon.)	83.51	14.74	98.25		67.38	-	165.63	per pull
Weekend (Fri. - Mon.)	83.51	14.74	98.25		67.38	-	165.63	per pull
Other:			-				-	per pull

18e. 10 Cubic Yard Roll-Off — Composting

Daily (Same day Service)	171.96	30.35	202.31		360.30	-	562.61	per pull
Weekly (Mon. - Following Mon.)	171.96	30.35	202.31		360.30	-	562.61	per pull
Weekend (Fri. - Mon.)	171.96	30.35	202.31		360.30	-	562.61	per pull
Other:			-				-	per pull

18f. 20 Cubic Yard Roll-Off — Composting

Daily (Same day Service)	171.96	30.35	202.31		360.30	-	562.61	per pull
Weekly (Mon. - Following Mon.)	171.96	30.35	202.31		360.30	-	562.61	per pull
Weekend (Fri. - Mon.)	171.96	30.35	202.31		360.30	-	562.61	per pull

	Other:			-			-	per pull
18g.	30 Cubic Yard Roll-Off				Composting			
	Daily (Same day Service)	171.96	30.35	202.31	420.35	-	622.66	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	420.35	-	622.66	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	420.35	-	622.66	per pull
	Other:			-			-	per pull
18h.	40 Cubic Yard Roll-Off				Composting			
	Daily (Same day Service)	171.96	30.35	202.31	540.45	-	742.76	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	540.45	-	742.76	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	540.45	-	742.76	per pull
	Other:			-			-	per pull

19.1 Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service- Food Scraps - Anaerobic Digestion (AD)

		Collection Component (85% Labor and 15% Fuel)			Processing	Non-digestate Disposal		
19.1a	2 Cubic Yard Bin				Anaerobic Digestion			
	Daily (Same day Service)	73.70	13.01	86.71	36.47	-	123.18	per pull
	Weekly (Mon. - Following Mon.)	73.70	13.01	86.71	36.47	-	123.18	per pull
	Weekend (Fri. - Mon.)	73.70	13.01	86.71	36.47	-	123.18	per pull
	Other:			-			-	per pull
19.1b	3 Cubic Yard Bin			Total Collection	Anaerobic Digestion			
	Daily (Same day Service)	73.70	13.01	86.71	54.70	-	141.41	per pull
	Weekly (Mon. - Following Mon.)	73.70	13.01	86.71	54.70	-	141.41	per pull
	Weekend (Fri. - Mon.)	73.70	13.01	86.71	54.70	-	141.41	per pull
	Other:			-			-	per pull
19.1c	4 Cubic Yard Bin				Anaerobic Digestion			
	Daily (Same day Service)	78.59	13.87	92.46	72.93	-	165.39	per pull
	Weekly (Mon. - Following Mon.)	78.59	13.87	92.46	72.93	-	165.39	per pull
	Weekend (Fri. - Mon.)	78.59	13.87	92.46	72.93	-	165.39	per pull
	Other:			-			-	per pull
19.1d	6 Cubic Yard Bin	Labor		Total Collection	Anaerobic Digestion		Total	

	Daily (Same day Service)	83.51	14.74	98.25	109.40	-	207.65	per pull
	Weekly (Mon. - Following Mon.)	83.51	14.74	98.25	109.40	-	207.65	per pull
	Weekend (Fri. - Mon.)	83.51	14.74	98.25	109.40	-	207.65	per pull
	Other:			-			-	per pull
19.1e	10 Cubic Yard Roll-Off				Anaerobic Digestion			
	Daily (Same day Service)	171.96	30.35	202.31	585.00	-	787.31	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	585.00	-	787.31	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	585.00	-	787.31	per pull
	Other:			-			-	per pull
19.1f	20 Cubic Yard Roll-Off				Anaerobic Digestion			
	Daily (Same day Service)	171.96	30.35	202.31	585.00	-	787.31	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	585.00	-	787.31	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	585.00	-	787.31	per pull
	Other:			-			-	per pull
19.1g	30 Cubic Yard Roll-Off			Total Collectior +	Anaerobic Digestion			
	Daily (Same day Service)	171.96	30.35	202.31	682.50	-	884.81	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	682.50	-	884.81	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	682.50	-	884.81	per pull
	Other:			-			-	per pull
19.1h	40 Cubic Yard Roll-Off				Anaerobic Digestion			
	Daily (Same day Service)	171.96	30.35	202.31	877.50	-	1,079.81	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	877.50	-	1,079.81	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	877.50	-	1,079.81	per pull
	Other:			-			-	per pull

19.2 Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service- Food Scraps - Bio Engineered Feed Stock

		Collection Component (85% Labor and 15% Fuel			Processing	Non-digestate Disposal		
19.2a	2 Cubic Yard Bin			Total Collectior +	Bio Engineered Feedstock +	Disposal	=	

	Daily (Same day Service)	73.70	13.01	86.71	35.17	-	121.88	per pull
	Weekly (Mon. - Following Mon.)	73.70	13.01	86.71	35.17	-	121.88	per pull
	Weekend (Fri. - Mon.)	73.70	13.01	86.71	35.17	-	121.88	per pull
	Other:			-			-	per pull
19.2b	3 Cubic Yard Bin				Bio Engineered Feedstock			
	Daily (Same day Service)	73.70	13.01	86.71	52.76	-	139.47	per pull
	Weekly (Mon. - Following Mon.)	73.70	13.01	86.71	52.76	-	139.47	per pull
	Weekend (Fri. - Mon.)	73.70	13.01	86.71	52.76	-	139.47	per pull
	Other:			-			-	per pull
19.2c	4 Cubic Yard Bin				Bio Engineered Feedstock	Disposal		
	Daily (Same day Service)	78.59	13.87	92.46	70.35	-	162.81	per pull
	Weekly (Mon. - Following Mon.)	78.59	13.87	92.46	70.35	-	162.81	per pull
	Weekend (Fri. - Mon.)	78.59	13.87	92.46	70.35	-	162.81	per pull
	Other:			-			-	per pull
19.2d	6 Cubic Yard Bin			Total Collection	Bio Engineered Feedstock			
	Daily (Same day Service)	83.51	14.74	98.25	105.52	-	203.77	per pull
	Weekly (Mon. - Following Mon.)	83.51	14.74	98.25	105.52	-	203.77	per pull
	Weekend (Fri. - Mon.)	83.51	14.74	98.25	105.52	-	203.77	per pull
	Other:			-			-	per pull
19.2e	10 Cubic Yard Roll-Off			Total Collection	Bio Engineered Feedstock			
	Daily (Same day Service)	171.96	30.35	202.31	564.30	-	766.61	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	564.30	-	766.61	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	564.30	-	766.61	per pull
	Other:			-			-	per pull
19.2f	20 Cubic Yard Roll-Off			Total Collection	Bio Engineered Feedstock			
	Daily (Same day Service)	171.96	30.35	202.31	564.30	-	766.61	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	564.30	-	766.61	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	564.30	-	766.61	per pull

	Other:			-			-	per pull
19.2g	30 Cubic Yard Roll-Off				Bio Engineered Feedstock			
	Daily (Same day Service)	171.96	30.35	202.31	658.35	-	860.66	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	658.35	-	860.66	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	658.35	-	860.66	per pull
	Other:			-			-	per pull
19.2h	40 Cubic Yard Roll-Off				Bio Engineered Feedstock			
	Daily (Same day Service)	171.96	30.35	202.31	846.45	-	1,048.76	per pull
	Weekly (Mon. - Following Mon.)	171.96	30.35	202.31	846.45	-	1,048.76	per pull
	Weekend (Fri. - Mon.)	171.96	30.35	202.31	846.45	-	1,048.76	per pull
	Other:			-			-	per pull

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the ""Processing"" column for each applicable service. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for recyclable materials **must be 50% lower** than the rate proposed for collection of MSW materials.

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

20. Special Event Service - Single-Material Recyclables Collection

		Collection Component (85% Labor and 15% Fuel		Total Collection	Processing			
		[redacted] + [redacted] =			Clean MRF	+ [redacted]	+ [redacted]	
20a.	35 gallon cart	11.87	2.09	13.96	2.05	0.23	16.24	per contai
20b.	65 gallon cart	11.87	2.09	13.96	2.05	0.23	16.24	per contai
20c.	90 gallon cart	13.00	2.29	15.29	2.96	0.33	18.58	per contai
20d.	1 Cu. Yard Bin (as half of split bin and as standalone)	16.24	2.87	19.11	6.38	0.71	26.20	per contai
20e.	1.5 Cu. Yard Bin (as half of split bin and as standalone)	20.40	3.60	24.00	9.57	1.06	34.63	per contai
20f.	2 Cu. Yard Bin (as half of split bin and as standalone)	28.70	5.06	33.76	12.75	1.42	47.93	per contai
20g.	3 Cu. Yard Bin (as half of split bin and as standalone)	41.17	7.26	48.43	19.13	2.13	69.69	per contai
20h.	4 Cu. Yard Bin	53.64	9.47	63.11	25.50	2.83	91.44	per contai
20i.	6 Cu. Yard Bin	80.46	14.20	94.66	38.25	4.25	137.16	per contai
20j.	10 Cu. Yd. Roll-off	85.98	15.17	101.15	127.80	52.20	281.15	per pull
20k.	20 Cu. Yd. Roll-off	85.98	15.17	101.15	63.90	26.10	191.15	per pull
20l.	30 Cu. Yd. Roll-off	85.98	15.17	101.15	79.88	32.63	213.66	per pull
20m.	40 Cu. Yd. Roll-off	85.98	15.17	101.15	103.84	42.42	247.41	per pull
20n.	20 Cu. Yd. Compactor	100.71	17.77	118.48	151.76	61.99	332.23	per pull
20o.	40 Cu. Yd. Compactor	100.71	17.77	118.48	151.76	61.99	332.23	per pull

21. Special Event Service - Single Stream Recyclables Collection

		Collection Component (85% Labor and 15% Fuel			Processing	Residual Disposal	

					Total Collection	+	Clean MRF	+	Disposal	=		
21a.	35 gallon cart	11.87	+	2.09	13.96		2.05		0.23		16.24	per contai
21b.	65 gallon cart	11.87		2.09	13.96		2.05		0.23		16.24	per contai
21c.	90 gallon cart	13.00		2.29	15.29		2.96		0.33		18.58	per contai
21d.	1 Cu. Yard Bin (as half of split bin and as standalone)	16.24		2.87	19.11		6.38		0.71		26.20	per contai
21e.	1.5 Cu. Yard Bin (as half of split bin and as standalone	20.40		3.60	24.00		9.57		1.06		34.63	per contai
21f.	2 Cu. Yard Bin (as half of split bin and as standalone)	28.70		5.06	33.76		12.75		1.42		47.93	per contai
21g.	3 Cu. Yard Bin (as half of split bin and as standalone)	41.17		7.26	48.43		19.13		2.13		69.69	per contai
21h.	4 Cu. Yard Bin	53.64		9.47	63.11		25.50		2.83		91.44	per contai
21i.	6 Cu. Yard Bin	80.46		14.20	94.66		38.25		4.25		137.16	per contai
21j.	10 Cu. Yd. Roll-off	85.98		15.17	101.15		127.80		52.20		281.15	per pull
21k.	20 Cu. Yd. Roll-off	85.98		15.17	101.15		63.90		26.10		191.15	per pull
21l.	30 Cu. Yd. Roll-off	85.98		15.17	101.15		79.88		32.63		213.66	per pull
21m.	40 Cu. Yd. Roll-off	85.98		15.17	101.15		103.84		42.42		247.41	per pull
21n.	20 Cu. Yd. Compactor	100.71		17.77	118.48		151.76		61.99		332.23	per pull
21o.	40 Cu. Yd. Compactor	100.71		17.77	118.48		151.76		61.99		332.23	per pull

22. Special Event Service - Direct to Landfill Service

		Collection Component (85% Labor and 15% Fuel)								
		Labor	+	Fuel	=	Total Collection	+		=	
22a.	35 gallon cart	21.48		-		25.27		2.53		27.80	per contai
22b.	65 gallon cart	23.72		-		27.91		4.55		32.46	per contai
22c.	90 gallon cart	25.98		-		30.57		6.58		37.15	per contai
22d.	1 Cu. Yard Bin (as half of split bin and as standalone)	32.48		-		38.21		14.17		52.38	per contai
22e.	1.5 Cu. Yard Bin (as half of split bin and as standalone	40.79		-		47.99		21.25		69.24	per contai
22f.	2 Cu. Yard Bin (as half of split bin and as standalone)	57.39		-		67.52		28.33		95.85	per contai
22g.	3 Cu. Yard Bin (as half of split bin and as standalone)	82.33		-		96.86		42.50		139.36	per contai
22h.	4 Cu. Yard Bin	107.29		-		126.22		56.66		182.88	per contai
22i.	6 Cu. Yard Bin	160.91		-		189.31		84.99		274.30	per contai

22j.	10 Cu. Yd. Roll-off	171.96	-	202.31	360.00	562.31	per pull
22k.	20 Cu. Yd. Roll-off	171.96	-	202.31	180.00	382.31	per pull
22l.	30 Cu. Yd. Roll-off	171.96	-	202.31	225.00	427.31	per pull
22m.	40 Cu. Yd. Roll-off	171.96	-	202.31	292.50	494.81	per pull
22n.	20 Cu. Yd. Compactor	201.42	-	236.96	427.50	664.46	per pull
22o.	40 Cu. Yd. Compactor	201.42	-	236.96	427.50	664.46	per pull

23. Special Event Service - Food Scraps to Compost Facility

		Collection Component (85% Labor and 15% Fuel			Processing	Residual Disposal		
		[redacted]	[redacted]	Total Collection	Composting	[redacted]	[redacted]	
23a.	35 gallon cart	21.48	3.79	25.27	2.39	-	27.66	per contai
23b.	65 gallon cart	23.72	4.19	27.91	3.83	-	31.74	per contai
23c.	90 gallon cart	25.98	4.59	30.57	5.74	-	36.31	per contai
23d.	1 Cu. Yard Bin (as half of split bin and as standalone)	32.48	5.73	38.21	12.43	-	50.64	per contai
23e.	1.5 Cu. Yard Bin (as half of split bin and as standalone	40.79	7.20	47.99	18.65	-	66.64	per contai
23f.	2 Cu. Yard Bin (as half of split bin and as standalone)	57.39	10.13	67.52	24.86	-	92.38	per contai
23g.	3 Cu. Yard Bin (as half of split bin and as standalone)	82.33	14.53	96.86	37.29	-	134.15	per contai
23h.	4 Cu. Yard Bin	107.29	18.93	126.22	49.73	-	175.95	per contai
23i.	6 Cu. Yard Bin	160.91	28.40	189.31	74.59	-	263.90	per contai
23j.	10 Cu. Yd. Roll-off	171.96	30.35	202.31	360.30	-	562.61	per pull
23k.	20 Cu. Yd. Roll-off	171.96	30.35	202.31	360.30	-	562.61	per pull
23l.	30 Cu. Yd. Roll-off	171.96	30.35	202.31	420.35	-	622.66	per pull
23m.	40 Cu. Yd. Roll-off	171.96	30.35	202.31	540.45	-	742.76	per pull
23n.	20 Cu. Yd. Compactor	201.42	35.54	236.96	540.45	-	777.41	per pull
23o.	40 Cu. Yd. Compactor	201.42	35.54	236.96	540.45	-	777.41	per pull

24. Special Event Service - Food Scraps to AD Anaerobic Digestion (AD) or Bioengineered Feedstock Facility

		Collection Component (85% Labor and 15% Fuel			Processing	Non-digestate Disposal		
		[redacted]	[redacted]	Total Collection	Anaerobic Digestion	[redacted]	[redacted]	
24a.	35 gallon cart	21.48	3.79	25.27	2.53	-	27.80	per contai

24b.	65 gallon cart	23.72	4.19	27.91	4.55	-	32.46	per contai
24c.	90 gallon cart	25.98	4.59	30.57	6.58	-	37.15	per contai
24d.	1 Cu. Yard Bin (as half of split bin and as standalone)	32.48	5.73	38.21	14.17	-	52.38	per contai
24e.	1.5 Cu. Yard Bin (as half of split bin and as standalone)	40.79	7.20	47.99	21.25	-	69.24	per contai
24f.	2 Cu. Yard Bin (as half of split bin and as standalone)	57.39	10.13	67.52	28.33	-	95.85	per contai
24g.	3 Cu. Yard Bin (as half of split bin and as standalone)	82.33	14.53	96.86	42.50	-	139.36	per contai
24h.	4 Cu. Yard Bin	107.29	18.93	126.22	56.66	-	182.88	per contai
24i.	10 Cu. Yd. Roll-off	171.96	30.35	202.31	585.00	-	787.31	per pull
24j.	20 Cu. Yd. Roll-off	171.96	30.35	202.31	585.00	-	787.31	per pull
24k.	30 Cu. Yd. Roll-off	171.96	30.35	202.31	682.50	-	884.81	per pull
24l.	40 Cu. Yd. Roll-off	171.96	30.35	202.31	877.50	-	1,079.81	per pull
24m.	20 Cu. Yd. Compactor	201.42	35.54	236.96	877.50	-	1,114.46	per pull
24n.	40 Cu. Yd. Compactor	201.42	35.54	236.96	877.50	-	1,114.46	per pull

25. Emergency Service

		Collection Component (85% Labor and 15% Fuel)			Disposal Component		
		Labor +	Fuel =	Total Collection	+		
25a.	3 Cu. Yard Bin	93.36	-	109.83	38.80	148.63	per contai
25b.	4 Cu. Yard Bin	93.36	-	109.83	55.07	164.90	per contai
25c.	6 Cu. Yard Bin	93.36	-	109.83	79.55	189.38	per contai
25d.	10 Cu. Yard Roll-off	245.66	-	289.01	471.96	760.97	per pull
25e.	20 Cu. Yard Roll-off	245.66	-	289.01	471.96	760.97	per pull
25f.	30 Cu. Yard Roll-off	245.66	-	289.01	471.96	760.97	per pull
25g.	40 Cu. Yard Roll-off	245.66	-	289.01	471.96	760.97	per pull

Rates To Be Charged

Fill in the rates below for each level of service. These rates will adjusted using the methodology in Attachment J, Section 1.B titled 'Adjustment for Processing Component of Annual Rate Based on PPI'.

Rates must be submitted in 2019 dollars.

This form will become an attachment to the final contract.

26. Other Services

26a.	Residential Bulky Goods Collection Service (For additional Collections of Bulky Goods from Residential Premises in Excess of Four (4) per year)	30.24	per pick-u
26b.	Multi-family Bulky Goods Collection Service	54.43	per pick-u
26c.	Commercial Bulky Goods Collection Service	54.43	per pick-u
26d.	Residential Bulky Good Collection for items containing Freon	-	per item
26e.	Multi-family Bulky Good Collection for items containing Freon	-	per item
26f.	Commercial Bulky Good Collection for items containing Freon	-	per item
26g.	Residential E-Waste Collection (For additional Collections of E-waste from Residential Premises in Excess of One (1) per year)	-	per item
26h.	Multi-family E-Waste Collection (For additional Collections of E-waste from Multi-family Premises in Excess of One (1) per year)	30.24	per item
26i.	Commercial E-Waste Collection (For additional Collections of E-waste from Commercial Premises in Excess of One (1) per year)	30.24	per item
26j.	Residential U-Waste Collection (For additional Collections of U-waste from Residential Premises in Excess of One (1) per year)	84.67	per item
26k.	Commercial U-Waste Collection (For additional Collections of U-waste from Commercial Premises in Excess of One (1) per year)	90.72	per item
26l.	Complimentary Sharps collection at Multi-family and Residential Premises (either by on-call collection or mail back program)	Complimentary	
26m.	Clean-up of Illegal Dumping	120.96	per incider
26n.	Repair and Maintenance of Compactor	90.72	per hour
26o.	Bin Cleaning Service	72.57	per Bin
26p.	Cart Replacement/Exchange	54.43	per Cart
26q.	Bin Replacement/Exchange	72.57	per Cart
26r.	Commercial Bin Wheel-Out Service (25' - 50')	30.24	per bin pe
26s.	Commercial Bin Wheel-Out Service (51' - 75')	60.48	per bin pe
26t.	Residential Backyard Wheel-Out Service for Customers (for Customers without physician's note)	-	per month
26u.	Extra Pick-up - Residential Cart	11.00	per cart
26v.	Extra Pick-up - Commercial/Multi-family Cart	25.00	per cart
26w.	Extra Pick-up - Commercial/Multi-family Bin	55.00	per bin
26x.	Roll-off or Compactor Service - False or Dry Run	82.00	per event

26y.	Power wash of enclosure	125.00	per event
26z.	Sunday Service Premium (added to existing rate regardless of service line - charged on a monthly basis)	282.00	per bin per
26aa.	Roll-off/compactor bin overage charges (if max weight is included in rate and load exceeds max weight - include a per ton cost)	60.00	per ton
26bb.	Daily Rental Over 7 Days for Temporary 2,3,4, and 6-yard bins	4.76	per day
26cc.	Daily Rental Over 7 Days for Temporary 10,20,30 and 40-yard bins	11.11	per day
26dd.	Compactor cleaning charge	147.70	per event
26ee.	Replacement Residential Counter-top food scraps kitchen pail (includes delivery)	10.00	per replac
26ff.	Plastic bin service premium (if approved by fire department)	N/A	per bin per
26gg	Re-deliver containers and restart service after payment of delinquent bill	$20	per instanc
26hh.	Resumption of Service Charge (only after discontinuation for non-payment)	$20	per instanc
26ii.	Scout service	$14, per bin, per pu	per Contai

The Following Services will be provided to a Customer free of charge.

26ii.	Commercial Bin Wheel-Out Service for a distance less than 25 feet.	$0	per month
26jj.	Bin Locking Lids or Gated Enclosures	$0	per month

Our CR&R Customer Service Call Center is located at the corporate headquarters in Stanton. Our Customer Service Staff all reside locally and their importance to the company is illustrated by the placement of the Customer Service Department within the corporate office directly across from the executive offices.

Our Call Center uses a Cisco VOIP system with a UCCX ACD call center application. We have over 8 years of experience using this software. The UCCX application is running on version 11.6. We have 125 agent licenses of which 95 are in use by our local call center and other company divisions. There are two (2) PRIs (Primary Rate Interfaces) and two (2) SIP (Session Initiation Protocol) trunks coming into our network to support our telephone call traffic. We have two different entry points into our telephone network with both being active to ensure we have redundancy. We have 160 concurrent call paths on our existing configuration.

Our call center is staffed with a combination of 41 full time and 15 part time representatives, four administrative support staff, four Customer Service lead representatives, two supervisors, one manager and one director. On average, we receive 2900 calls per weekday with Monday being our highest call volume day. Our highest peak time is 8 am to 8:30 am and we average 250 calls during this period. The average wait time for a customer to speak directly to a customer service representative is 8 seconds.

When our customers call, they hear a recording that identifies our company, advises the call may be monitored or recorded and provides the option to go to a Spanish speaking queue or go directly to making a payment. Callers then choose residential service, business, or roll off/ construction services. If the caller chooses residential or business services, they then have an option to choose renting a small or large container or all other inquiries. All choices at this point go to a live customer service representative. Customers remain in the phone queues until we have answered their calls. We also provide the ability for customers to email us through our website and our emails are handled through our same Cisco UCCX system. Customers that call us after hours have the option to leave a voice mail which is handled the next business morning.

PROPOSAL FORM 26
PROPOSED TELEPHONE, VOICEMAIL AND ANSWERING SYSTEM

Our call center uses Injixo software to forecast our call volume based on historical data and traffic patterns. Injixo schedules our representatives' shifts for optimum phone coverage. We use 2Ring software to provide dashboard reporting that displays on large monitors throughout the call center for easy access to call statistics such as calls in queue, customers being assisted, and representatives ready to assist. In addition, we use Microsoft SharePoint as our electronic knowledge center that houses information such as our policies, procedures, rate sheets. This electronic library allows the CSR team to quickly and accurately answer customer inquiries and share information such as new customer brochures, billing inserts, flyers, marketing letters and special events.

WASTE DISPOSAL AND PROCESSING AGREEMENT

This Waste Disposal and Processing Agreement ("**Agreement**") is between XXXXX., a California corporation ("**Company**") and COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, a county sanitation district organized and existing under the provisions of the County Sanitation District Act, Health and Safety Code Section 4700 *et seq.* (the "**District**"). The District and Company are referred to in this Agreement individually as a "**Party**" and collectively as "the **Parties**." The terms and conditions of this Agreement are effective *enter date* (the "**Effective Date**").

The District owns and operates a solid waste recycling and transfer system in the County of Los Angeles, California, that includes the Puente Hills Materials Recovery Facility ("**PHMRF**"), the Downey Area Recycling and Transfer Facility ("**DART**"), and the South Gate Transfer Station ("**SGTS**"). The PHMRF, the SGTS and DART are referred to collectively in this Agreement as the "**District's Facilities**."

The District has adopted an ordinance known as the *Ordinance Prescribing Fee and Charge Rates for Solid Waste Management Activities at the Puente Hills Materials Recovery Facility (MRF), the South Gate Transfer Station, and the Downey Area Recycling and Transfer (DART) Facility* ("**Ordinance**"). The Ordinance provides for the District to enter into agreements with customers to accept specific quantities of solid waste at the District's Facilities on agreed terms and conditions, which may include commitments for delivery of minimum quantities of solid waste or recyclables. The Ordinance also provides for the District to supply other solid waste management services at the District's Facilities pursuant to agreements with customers, including the processing of residential curbside recyclables and dry commercial waste, and to establish fees, rates, and charges applicable to those services.

Company is willing to commit to deliver minimum quantities of solid waste to the District's Facilities at agreed rates, and to agree upon established rates for other solid waste management services.

The Parties therefore agree as follows:

1. Definitions. Capitalized terms in this Agreement will have the meanings set forth in this Section 1, or as otherwise defined in this Agreement.

1.1 "**Acceptable Waste**" means waste that meets the following type and source of waste requirements:

a. Types of Waste: the types of waste that the District accepts at the District's Facilities, including municipal solid and inert waste ("**MSW**"), Greenwaste, Food Waste, and source-separated recyclables. The District may change the types of wastes it accepts at the District's Facilities at any time and from time to time.

b. Source of Waste: The waste must have been:

(i) Collected by Company in trucks owned or leased by Company, or received at transfer stations or processing facilities owned by Company and collected or transferred by Company pursuant to franchise agreements or contracts between Company and waste generators; or

(ii) Waste that meets the conditions of Section 1.1.b(i) and is delivered by Company directly to a Third Party Transfer Station that delivers an equivalent amount of waste to the District's Facilities ("**Third Party Transfer Station Acceptable Waste**"). All references in this Agreement to Monthly Tonnage Commitment and Acceptable Waste include Third Party Transfer Station Acceptable Waste

1.2 "**Chief Engineer**" means the District's Chief Engineer and General Manager, or his or her designee.

1.3 "**Fees and Taxes**" means any and all federal, state, local or other taxes, assessments, fees, host charges, gross receipts taxes or charges, surcharges, or similar charges directly or indirectly related to the acceptance, processing, storage, burial or disposal of material that are paid by or imposed on the District or the District's Facilities or operations by law, ordinance, rule, regulation, or agreement with a governmental authority, whether imposed retroactively or prospectively. Fees and Taxes do not include the convenience fee referenced in Section 8.5, if charges are paid by credit card.

1.4 "**Food Waste**" means source-separated food waste that has no more than 5% contamination by weight and is free of excessive amounts of small contamination that makes removal by hand difficult (e.g. small pieces of plastic tips, chop sticks, etc.). Upon the Chief Engineer's written approval, and subject to any conditions established by the Chief Engineer, Food Waste specifications may be changed and could also include wet-routed food and organic waste.

1.5 "**Greenwaste**" or "**Green Waste**" means source-separated trimmings from lawns, bushes and trees. The following items may not be in Green Waste loads: manure, palm fronds, limbs or stumps larger than six inches in diameter or eight feet in length, trash, dirt, piping or other items that are not vegetation. The District will not accept as Green Waste loads that are odorous.

1.6 "**MSW**" means municipal solid and inert waste.

1.7 "**MSW Transfer**" means MSW received by the District that will be transferred offsite and may or may not include additional processing for diversion, at the District's sole discretion.

1.8 "**MSW Processing**" means MSW received by the District that will be processed through mechanical and manual means to divert recoverable or recyclable materials. The Company must designate the load to be processed at the time the load is received at the inbound scales.

1.9 "**Orange County Differential Fee**" means the additional landfill tipping fee that the District has to pay at Orange County landfills for the disposal of waste that originates

in Orange County relative to the tipping fee for waste that originates outside of Orange County. The initial Orange County Differential Fee is $7.91 per ton.

1.10 "**Third Party Transfer Station**" is a transfer station that is not owned or operated by Company.

1.11 "**Tipping Fee**" or "**Tipping Fees**" are the amounts payable to the District for each load of Acceptable Waste delivered to the District's Facilities.

2. Term

This Agreement will become effective on the Effective Date and will expire at 11:59 p.m. on June 30, 2020, unless terminated sooner under the provisions of Section 10. The requirements for the Company to deliver and pay for Shortfall Tonnage will terminate on December 31, 2020. The last day of Year 1 is June 30, 2018. The last day of Year 2 is June 30, 2019. The last day of Year 3 is June 30, 2020.

3. Minimum Tonnage Commitment

3.1 Each calendar month for the duration of this Agreement, Company shall deliver to the District's Facilities at least the number of tons of Acceptable Waste that is equal to the Monthly Tonnage Commitment.

3.2 The Company's "**Monthly Tonnage Commitment**" is 450 tons per month (Tier No. 1, as shown on Table 1). The District shall reserve capacity at the District's Facilities to accept at least the amount of the Monthly Tonnage Commitment from the Company each month.

a. Voluntary Increases. The Company may increase the Monthly Tonnage Commitment at any time by written notice to the District, which increase will become effective in the calendar month in which the notice is received by the District, and will continue in effect for the remainder of the term of this Agreement.

b. Decreases. The Chief Engineer may prospectively reduce the Company's Monthly Tonnage Commitment following a written request by the Company based on the following conditions only:

(i) If the District stops accepting any type of waste that was previously Acceptable Waste that Company delivered to the District's Facilities, then the District will proportionately reduce the Company's Monthly Tonnage Commitment; or

(ii) A verifiable loss of tonnage due to a franchise or licensing action by a public agency.

3.3 This Section does not apply to any failure by Company to meet its tonnage commitment under the terms of the Settlement Agreement. The rights and remedies of the Parties in the event of such failure are set forth in and governed by the terms of the Settlement Agreement. After Company satisfies its Prior WDPA Shortfall Tonnage Obligation,

if it fails to deliver the Monthly Tonnage Commitment during any calendar month (a "**Shortfall**"), subject to Company's right to make up Shortfall as described in the following sentence, Company shall be liable to the District for the Tipping Fee on the difference between the Monthly Tonnage Commitment and the actual tonnage delivered by Company (the difference, the "**Shortfall Tonnage**"). During the six calendar months following a Shortfall, Company may make up the Shortfall by delivering Acceptable Waste to the District's Facilities in excess of the Monthly Tonnage Commitment. To the extent that Company fails to make up the Shortfall Tonnage during the following six months, the District shall add the Company's liability for the Shortfall to Company's regular monthly notice of charges as a separate item. The amount of the Company's liability will be the remaining tons of Shortfall multiplied by the Company's Tier rate for MSW Transfer at PHMRF for the month in which the Shortfall occurred. Prior to July 1, 2020 the Tipping Fees charged by the Districts for tons used to make up Shortfall Tonnage will be the Tipping Fees applicable to the Tier for the Company's Monthly Tonnage Commitment. After June 30, 2020 the Tipping Fees charged by the Districts for tons used to make up Shortfall Tonnage will be the Tipping Fees applicable Gate Rates.

3.4 No Brokering. The Monthly Tonnage Commitment may only be met through Company's own collected Acceptable Waste. Company shall not include, and the District will not accept, as any part of the Company's Monthly Tonnage Commitment any waste collected by third parties. The Company shall pay the applicable posted Gate Rate for any third party-collected waste that the Company delivers to the District's Facilities.

4. Tipping Fees and Rate Discounts

4.1 Tipping Fee. The Company shall pay a Tipping Fee to the District for each load of Acceptable Waste that Company delivers to the District's Facilities.

4.2 Gate Rate; Volume Discount Rates. For MSW Transfer and Greenwaste, the District has established by or pursuant to the Ordinance a general rate known as the "**Gate Rate**" for each waste type that includes all Fees and Taxes. In exchange for the delivery of the guaranteed Monthly Tonnage Commitment, the District will discount the Company's per-ton Tipping Fee rates as set forth in the attached Table 1, and as further described below. If there is any conflict between the language in the sections below and Table 1, Table 1 will govern. .

a. MSW Transfer. The Company's MSW Transfer Tipping Fee rate will be the Gate Rate reduced by the applicable discount factor for the Company's Monthly Tonnage Commitment. Discount factors for MSW Transfer for Year 1, Year 2 and all subsequent years are shown in Table 1. An example of the calculations of the discounted Tipping Fee is also shown in Table 1. For waste originating in Orange County, the Tipping Fees for MSW Transfer are the rates in Table 1 plus the Orange County Differential Fee.

b. MSW Processing. The Company's MSW Processing Tipping Fee rate will be the sum of the MSW Transfer Tipping Fee plus the "**Processing Fee.**" The Processing Fee for the Year 1 of this Agreement is $21.00 per ton. The District will adjust the Processing Fee annually by the percent change in the Gate Rate for MSW Transfer, but in no event will an annual increase applicable to Company exceed 5%.

c. Food Waste. The initial Tipping Fee rate for source-separated food waste is $70.00 per ton. The Chief Engineer may adjust this rate, but in no event will the Food Waste Tipping Fee paid by the Company exceed the posted Gate Rate.

d. Green Waste. The Tipping Fee rate for Green Waste will be the Gate Rate reduced by the applicable discount factor for the Company's Monthly Tonnage Commitment. Discount factors for Green Waste are shown in Table 1.

4.3 Tipping Fees for Tonnages in Excess of Monthly Tonnage Commitment. If the Company delivers tonnage in excess of the upper tonnage limit of the Tier associated with its Monthly Tonnage Commitment, then the Company will be billed by the District at Tipping Fee rates associated with the Tier for the actual monthly tons delivered, with the condition that the Company can only qualify for Tipping Fees rates corresponding to the next higher Tier above its committed Tier. However, if the Company delivers tonnage to the District's Facilities in excess of the upper tonnage limit of the Tier associated with its Monthly Tonnage Commitment for a period of six consecutive months, then beginning in the seventh month, the Company will no longer qualify for the Tipping Fees associated with the higher Tier unless the Company increases its Monthly Tonnage Commitment to the higher Tier by providing the District with written notice pursuant to Section 3.2.a.

4.4 Examples:

a. Example 1 – Within Tier: If the Company has a Tier 2 commitment (1,000-2,000 tons per month) and delivers 1,500 tons in July 2019, then the District will charge, and the Company shall pay Tier 2 Tipping Fees for all tonnage delivered in July 2019.

b. Example 2 – Exceeds Tier for Less Than Six Months: If the Company has a Tier 2 commitment and delivers 2,500 tons in July 2019 through November 2019 and 1,500 tons in December 2019, then the Company will be charged Tier 3 Tipping Fees for all tonnage delivered in July 2019 through November 2019 and Tier 2 rates for all tonnage delivered in December 2019.

c. Example 3 – Exceeds Tier for Longer Than Six Months: If the Company has a Tier 2 commitment and delivers 2,500 tons in July 2019 through January 2020, then the Company will be charged Tier 3 Tipping Fees for all tonnage delivered in July 2019 through December 2019 and Tier 2 rates for all tonnage delivered in January 2020 unless the Company increases its Monthly Tonnage Commitment to a Tier 3 level.

4.5 Changes to Gate Rates.

a. The District may adjust the Gate Rates from time to time at its sole discretion. The Gate Rates are established by the District by or pursuant to ordinance, generally on an annual basis.

b. The Gate Rate is composed of a base rate and Fees and Taxes (defined below). For the purpose of this Agreement only, any increase to the base rate portion of the Gate Rate used to calculate Tipping Fee rates is capped at 5% per year.

c. The Parties acknowledge that solid waste disposal is a highly-regulated and highly-taxed enterprise. From time to time, state, federal, and local governments impose new Fees and Taxes or increase existing Fees and Taxes on the District's operation of the District's Facilities. In addition, changes in laws and regulations may require additional investment of capital and may cause the District's costs of operations to increase. If new or increased Fees and Taxes or additional regulatory compliance costs are imposed, assessed, levied on, or charged to the District, or if increased operational costs result from changes in regulations, permit conditions or regulatory interpretation, the District will adjust the applicable Gate Rate and Tipping Fee rates so that all such new or increased Fees and Taxes and cost increases are passed through to Company.

d. Beginning on July 1, 2018 and each July 1 thereafter, the District shall adjust the Orange County Differential Fee by the amount of any annual percent increase in the April to April CPI.

e. At least 30 days before any increase in any Tipping Fee rates for MSW Transfer, MSW Processing, Food Waste, or Green Waste, the District shall notify Company of the District's new rates, and the District shall include with the notice a description of how the new rates were adjusted pursuant to this Agreement.

4.6 Recyclable Rates.

a. Pure Commodities. For source-separated non-commingled recyclable loads ("**Pure Commodities**"), the District shall pay to the Company the posted rate at each of the District's Facilities.

b. Commingled Recyclable Rate: Recyclable rates for commingled recyclable loads will be calculated monthly as set forth on Table 2, and as described below. In the event of a conflict between Table 2 and the language below, Table 2 will govern.

c. For commingled recyclable loads, the District will calculate a "**Gross Composite Unit Value**" for each source jurisdiction as follows:

(i) Quarterly Characterizations. On a quarterly basis, the District shall characterize the Company's commingled recyclables loads by jurisdiction of origin. The District will collect samples of loads, will separate the samples into commodity types, and will weigh each commodity type. The current categories of recyclable commodity types accepted by the District are: OCC/Kraft paper/Kraft bags; mixed paper; miscellaneous metal; mixed rigid plastics; mixed glass bottles (CRV); aluminum cans (CRV); PETE containers (CRV), HDPE natural containers (CRV), and HDPE color containers (CRV). Any remaining tonnage in the samples of commingled recyclables that is not attributable to an acceptable recyclable commodity type will be considered residual waste equivalent to MSW. An example characterization is shown in Table 2.1, Column A.

(ii) Scrap Price. Next, on a monthly basis, the District shall identify the scrap value unit price on a per-ton basis for each category of recyclable commodity using the last sale price for that commodity that the District received prior to the beginning of each month. The scrap value for residual waste will be a negative value equivalent to the

Company's Tier MSW Transfer rate at the facility to which the commingled recyclables are delivered. An example price for each commodity is shown in Table 2.1, Column B.

(iii) CRV Value. Next, the District shall identify the California Redemption Value ("**CRV**") on a per-ton basis for commodities that have CRV. CRV value is set by CalRecycle and is subject to change at any time based on notice from CalRecycle. An example CRV value for those commodities is shown in Table 2.1, Column C.

(iv) Total Unit Value. Next, the District shall calculate the total unit value of each category of recyclable commodity on a per-ton basis by adding the scrap value to any CRV value. An example of the total unit price for each commodity is shown in Table 2.1, Column D.

(v) Weighted Value. Next, the District shall multiply the characterization percentage for each commodity by the total unit value for that commodity to determine the weighted value of each recyclable commodity and the residual waste. An example of the weighted value for each commodity and residual waste is shown in Table 2.1, Column E.

(vi) Gross Composite Unit Value. The District shall calculate the Gross Composite Unit Value by adding of all the weighted values for each commodity and residual waste.

d. District Processing Costs. For each of the District's Facilities, the District will calculate a per-ton "**Processing Cost**" representing the District's costs to process recyclable commodities. As of the Effective Date, the Processing Cost for PHMRF is $88.73 per ton, and for DART it is $118.65 per ton. The District may adjust the Processing Cost from time to time in an amount equivalent to the percentage change in the MSW Gate Rate for each facility, but in no event will an annual increase applicable to Company under this Agreement exceed 5%.

e. Rebate/Tipping Fee. For each ton of commingled recyclables delivered to the Districts Facilities in a month, the District will calculate a net rebate or Tipping Fee as follows:

(i) Gross Rebate. The District will determine the Gross Rebate by subtracting the Processing Cost for a given facility from the Gross Composite Unit Value.

(ii) Proportion Factor. The District will then apply a proportion factor as follows:

(1) If the Processing Cost is greater than the Gross Composite Unit Value, then the Proportion Factor is 100%.

(2) If the Processing Cost is equal or less than the Gross Composite Unit Value, then the Proportion Factor is 50%.

(iii) Net Rebate or Tipping Fee. The District shall multiply the Gross Rebate by the applicable Proportion Factor. If product is a positive number, then the

District shall pay the Company a "**Net Rebate**" equivalent to that amount. If the product is a negative number, then the Company shall pay the District a Tipping Fee equivalent to that amount.

f. Excess Residual Waste Loads. The Chief Engineer, at his or her sole and absolute discretion, will determine a rebate or a Tipping Fee for any commingled recyclable loads with a residual waste content in excess of 35% as determined by quarterly waste characterizations.

5. Use of District's Facilities

5.1 PHMRF is currently open to receive waste and recyclables from 4:00 a.m. to 5:00 p.m., Monday through Saturday. DART is currently open to receive waste and recyclables from 5:00 a.m. to 5:30 p.m., Monday through Friday and 6:00 a.m. to 1:30 p.m. on Saturday. SGTS is currently open to receive waste and recyclables from 6:00 a.m. to 5:00 p.m., Monday through Saturday.

5.2 The District may change the hours of operation for the District's Facilities at any time and for any reason. The District shall give Company reasonable notice of any change to the hours of operation. The Monthly Tonnage Commitment will be proportionately reduced if there is any change in those hours of operation that materially affects Company's ability to meet the Monthly Tonnage Commitment. The District's Facilities will be closed on Sundays and on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Day. The District shall give the Company reasonable notice of any other closures; however, so long as any one of the District's Facilities is open, the Company's Monthly Tonnage Commitment will not be reduced.

6. Rejection of Waste

6.1 The District shall conditionally accept each load of Acceptable Waste delivered by Company's vehicles to the District's Facilities, but may, by written notice to Company, revoke its acceptance if the District determines that any waste delivered by Company either is not acceptable for receipt at the District's Facilities, or constitutes Unacceptable Waste as defined below (collectively "**Rejected Waste**"). The District's initial acceptance of Rejected Waste at the District's Facilities will not transfer ownership of the Rejected Waste to the District but merely creates a bailment, and the District's revocation of acceptance of the Rejected Waste will operate to immediately transfer the risk of loss and responsibility for proper disposal of the Rejected Waste to Company.

6.2 "**Unacceptable Waste**" means any waste that:

a. If disposed of at the District's Facilities would violate any applicable law or any District permit condition;

b. Is a hazardous waste or a hazardous substance as those terms are defined under applicable law;

c. Is a designated waste or Class II waste under applicable law; or

d. Has or may have constituents or components not specifically identified in any waste material profile or similar document and which, in judgment of the Chief Engineer increases the nature or extent of the hazard and risk of handling or disposing of the waste materials, but only if that judgment is consistently applied to all waste delivered to the District's Facilities.

6.3 Within 48 hours after receiving written notification from the District that identified wastes delivered to the District's Facilities by Company are Rejected Waste ("**Rejection Notice**"), Company shall (1) promptly re-take (or arrange to re-take) possession of the Rejected Waste or (2) make arrangements satisfactory to the District for the removal of the Rejected Waste from the District's Facilities. If Company fails to take possession of the Rejected Waste or make suitable arrangements satisfactory to the District within 48 hours of the Rejection Notice, the District may arrange for the removal of the Rejected Waste from the District's Facilities and for its transportation and disposal at a facility permitted to accept the Rejected Waste in accordance with applicable law and Company shall promptly reimburse the District for all of the District's costs and expenses incurred by the District in testing, clean-up (including remediation-related costs and expenses), handling, loading, preparing, transporting, storing, disposing, and returning the Rejected Waste to Company or transporting Rejected Waste to an alternative disposal facility upon the District's presentation of a notice of charges for such costs to Company.

7. Contamination

7.1 Food Waste must not have more than 5% contamination by weight. Greenwaste must not have more than 1% contamination by weight. "Contamination" means anything that is not the primary commodity in each truckload of source-separated material delivered to the District's Facilities. Company shall not deliver any loads that contain any contamination that would impede the District's ability to receive, process, store, or sell the materials (e.g. the material creates excessive odors, attracts flies, etc.). The Chief Engineer may change specifications for contamination of Pure Commodities or commingled recyclables at his or her sole and absolute discretion.

7.2 If the Chief Engineer determines that a load of source-separated materials is contaminated, then the Chief Engineer and Company shall negotiate in good faith to agree upon a price that is mutually acceptable for that load. Company shall use commercially reasonable efforts to have the generator of the material reduce the amount of contamination to a level acceptable to the District. If Company is unable to consistently provide loads that have an acceptable level of contamination from any particular generator, the Chief Engineer and Company shall negotiate in good faith to attempt to reach an agreement agree on a mutually-acceptable new price for the more-contaminated commodity.

8. Notice of Charges

8.1 The District shall give notice of charges to Company each month for all tons of Acceptable Waste delivered to the District's Facilities by Company during the preceding

calendar month. Company shall pay all undisputed charges due within 15 days after receipt of notice of charges.

8.2 Charges become delinquent 45 days after the date of the notice of charges. The District shall impose a service charge of 10% of the delinquent balance not paid within 75 days. If Company does not pay the account balance within 105 days, the District shall charge interest on the total of the unpaid balance and any service charges at the rate of 0.5% per month. If Company has an unpaid balance for 105 days, the District may suspend Company's access to all solid waste facilities operated by the District until Company's account balance is paid in full. Suspension of Company's access to the District's solid waste facilities as a result of Company's uncured breach of this Agreement will not affect Company's obligation to meet its Monthly Tonnage Commitment.

8.3 If Company disputes the amount of any charges, Company shall give the District written notice of the dispute within 20 days after Company receives the notice of charges that contains the disputed charge. In the written notice of dispute, Company shall state the basis for the disputed amount with sufficient specificity to allow the District to investigate Company's claim. If Company fails to dispute a notice of charges within 20 days after the date of the notice of charges, Company will be conclusively presumed to have waived its right to dispute the amount of the notice of charges. Tonnage amounts of Acceptable Waste used for billing will be determined using the District's weigh scales at the District's Facilities at the time Company delivers each load of Acceptable Waste.

8.4 If Company uses or seeks to use the District's Solid Waste Disposal Credit Account system, then Company shall complete the District's Solid Waste Disposal Credit Application and comply with all the District's terms and conditions related to that application, except that timing for interest and service charges for the District's Facilities (only as defined in this Agreement) will be governed by the terms of this Agreement. The security deposit and all other requirements of the Solid Waste Disposal Credit Application will remain requirements of maintaining a credit account with the District.

8.5 Company may pay monthly invoices with a bank credit card. For credit card payments, a convenience fee will be charged in addition to the invoiced amount.

8.6 Audit. Company shall not deliver any waste to the District's Facilities that is defined as Unacceptable Waste under this Agreement. Only Acceptable Waste may be delivered to the District's Facilities under this Agreement. Company shall maintain adequate records and supporting source documents evidencing the origin of all waste delivered to the District's Facilities for a minimum of five years. The District may, through its duly authorized agents or representatives, examine and audit records and supporting source documents maintained by Company concerning the origin of waste delivered to the District's Facilities at any and all reasonable times after 30 days written notice for determining the accuracy of those records and of the reports provided to the District pursuant to this Agreement. The full cost of the audit, as determined by the District, must be paid by Company if any of the following conditions exist:

a. The audit reveals brokering or delivery of Unacceptable Waste; or

b. Company has failed to maintain true and complete books, records, accounts, and supporting source documents in accordance with this Section 8.6.

Otherwise the District shall bear the cost of the audit.

9. Indemnity

9.1 Company shall indemnify, defend, and hold harmless the District, its directors, officers, employees, agents, successors and assigns, and each of the other County Sanitation Districts of Los Angeles County, and their directors, officers, employees, agents successors and assigns, from and against any and all claims, actions, liabilities, damages, losses, costs, and expenses (including court costs and reasonable attorneys' fees and expenses), arising out of or in any way related to: (a) Company's performance of its obligations under this Agreement; (b) Company's use of the District's Facilities or areas adjacent or appurtenant to the District's Facilities; (c) the assertion by any third party of ownership of or any rights or interests in any waste or waste material accepted for disposal by the District; (d) any bodily injury, personal injury, or property damage caused by or resulting from any acts or omissions of Company; (e) delivery of waste that is not Acceptable Waste to the District's Facilities; (f) processing, transporting, or disposal of Rejected Waste; and (g) any violation by Company of applicable law.

9.2 The District shall indemnify, defend, and hold harmless Company, its directors, officers, employees, agents, successors and assigns, from and against any and all claims, actions, liabilities, damages, losses, costs, and expenses (including court costs and reasonable attorneys' fees and expenses) arising out of: (a) the District's performance of its obligations under this Agreement; (b) any bodily injury, personal injury, or property damage solely caused by or solely resulting from acts or omissions of the District; and (c) any violation by the District of applicable law.

9.3 The Parties' indemnity obligations will survive the expiration or earlier termination of this Agreement.

10. Termination and Default

10.1 The terms "**Default**" or "**Event of Default**" mean

a. the failure of a Party to observe or perform any covenant, condition, or term of this Agreement; or

10.2 If a Default under Section 10.1(b) occurs, then this Agreement will automatically terminate without notice by District. The District will retain all rights, remedies, and recourse against the Company for that Default as described under that Settlement Agreement.

10.3 Upon the occurrence of any other Event of Default by either Party, the non-defaulting Party may:

a. seek equitable relief from a Court of appropriate jurisdiction; or

b. if the Event of Default continues for thirty days after notice of the Event of Default is provided to the other Party, terminate this Agreement and have recourse to any other right or remedy to which that Party may be entitled by law or in equity, including, but not limited to, the right to recover for all damage or loss suffered as a result of the Event of Default.

11. Miscellaneous

11.1 *Assignment*. A Party shall not sell, assign, or otherwise transfer, by operation of law or otherwise, its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party.

11.2 *Independent Contractor*. Each Party is and will perform this Agreement as an independent contractor and, as such, will have and maintain complete control over all of its employees, agents and their conduct. Neither Party, nor anyone employed by it will be, represent, act, purport to act or be deemed to be the agent, representative or employee of the other Party.

11.3 *Waste Characterizations*. Upon request of Company, the District at no charge to Company will perform up to five additional waste characterizations per year for waste delivered to the PHMRF or DART. The Parties shall coordinate the dates and times of the characterizations in order to minimize operational impacts to the PHMRF or DART.

11.4 *Tours*. The District shall accommodate reasonable requests by Company to provide tours of the District's Facilities to Company and Company's current or potential clients.

11.5 *Entire Agreement*. This Agreement represents the entire understanding and agreement between the Parties relating to the transportation, storage, treatment, processing and disposal of the waste materials described in this Agreement and supersedes any and all prior agreements, whether written or oral, that may exist between the Parties regarding Company's disposal of waste at the District's Facilities, except that:

a. the Company shall also comply with all Solid Waste Disposal Credit Account requirements as described in Section 8.4;

b. the Company shall comply with all ordinances adopted by the District's Board of Directors and all applicable regulations, laws, and site rules at each of the District's Facilities; and

c. the Company shall comply with all terms of the Settlement Agreement described in Section **Error! Reference source not found.**.

11.6 *Notices*. All notices or other communications to be given under this Agreement must be in writing and will be deemed given when mailed by United States mail, or by nationally-recognized overnight courier with proof of delivery:

To Company:

XXXXXX

To the District:

Chief Engineer and General Manager
County Sanitation District No. 2 of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
Attn: Robert Asgian
rasgian@lacsd.org

11.7 *Attorneys' Fees*. In the event of any dispute between the Parties with respect to the subject matter of this Agreement, the prevailing party will recover its costs and expenses, including reasonable attorney fees, witness fees (including experts), and discovery costs, all of which will be included in and as a part of the judgment or award rendered in that litigation or arbitration.

11.8 *Amendment*. No amendment, modification, or change to this Agreement will be effective unless the amendment, modification, or change is in writing and duly executed by the Parties.

11.9 *Applicable Law*. The terms and conditions of this Agreement will be construed in accordance with the laws of the State of California.

11.10 *Warranty of Authority*. The Parties each warrant that the persons executing this Agreement on their behalf are authorized to do so.

[Signatures appear on following page.]

The Parties are signing this Agreement as of the dates set forth below.

Dated: _____

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY

By: _____
Chairperson

ATTEST**:**

_____
Secretary

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel

Dated: _____

COMPANY

By: _____
Print Name:
Title

CITY OF TUSTIN
RFP PROCESS
QUESTION SET #1 TO CR&R

1. Proposal Form 5 indicates 2 staff as the "Senior Manager(s) Responsible for Marketing of Food Scraps/Yard Trimmings/Compost Products and/or AD Energy Digestate". However, Proposal Form 7 (List of Proposer-Furnished Personnel) has a blank next to this employee category. Please indicate what FTE would be provided for this position for the City of Tustin and the name(s) of those persons.
2. Proposal Form 7 has a blank entry for the FTE personnel assigned to the position of Residential Route Manager. Please confirm that no personnel are assigned to the position of Residential Route Manager.
3. Please provide a photo (or a line drawing) of the proposed vehicle, and specifications of the proposed light-weight vehicles described in Proposal Form 9. Please detail how the 5,000 pound weight reduction was calculated by providing the weight of the vehicle that the light-weight truck is replacing.
4. Proposal Form 10 provides a detailed description of the technology that is currently, or near term, incorporated into the management and routing of CR&R's fleet. Please indicate if the technology has the capability to provide dynamic on-demand service versus static scheduled service. If so, indicate a timeframe that dynamic on-demand service would be available to the commercial sector.
5. Proposal Form 12 states that plastic bins will be provided where necessary to minimize noise issues. Do these plastic bins have a certification that they are fire-code compliant? Please submit all information you have to show they would be compliant which could then be submitted to the City's Fire Department to evaluate whether they meet the requirements of the City's Fire Code.
6. Proposal Form 13 indicates the company will focus on hiring "environmentally minded Sales People who are passionate about attaining recycling accounts for a goal of diversion over disposal". The description of the Recycling Coordinators' positions provided throughout your company's proposal conveys the importance and the duties that are critical to the successful implementation of the contract. The capitalization and use of the words "Sales People" in Proposal Form 13 seems to weaken the description of the Recycling Coordinator positions found elsewhere in the proposal. Please confirm that the importance of these positions is as described throughout the proposal; and that while being able to "sell" the diversion programs is a part of the Recycling Coordinators' duties, these are much more than sales positions.
7. On page 75 of Proposal Form 13 (Implementation Plan) the second paragraph refers to the City's contract as a franchise agreement. The City

will be awarding a contract and it is not a franchise agreement. Please indicate if this is the company's understanding of the contract in the RFP.

8. Please provide more details about the research compost project at the Lakeview facility described in Proposal Form 16. Specifically:
    a. When did the project begin?
    b. What is the duration of the project?
    c. What is the tonnage per day and per month of digestate from the Perris AD facility that is being tested/processed?
    d. What is the tonnage per day and per month of green waste and other materials that the digestate is being mixed with?
    e. Are lab tests available for the finished product(s) being produced? If so, please submit results. (Proposal Form 18 indicates the product has been tested.)
    f. If no lab results are available please indicate when the product(s) be tested and the results available to the City?
    g. What are the resulting products/outputs being used for now and where are they going? (Proposal Form 18 indicates these are going to Scott's Fertilizer and/or Kellog's Fertilizer. Please provide contact persons and contact information for both of those companies who would be familiar with their acceptance of this material.
    h. Would the company be open to the City or its agents visiting the Lakeview site to view the research project?
    i. What is the "composted liquid" referred to in Form 16?
    j. What is being done with the liquid digestate coming from the AD facility and what is the quantity being produced per month by Phase I and II at the Perris facility?
9. Proposal Form 16 indicates Sage Ranch is an "Alternative Facility". What is the status of permitting this compost operation and what is the timeframe for permitting and CEQA review to be complete? Please provide copies of any environmental (CEQA-compliance) documents completed to date (if any) including EIR and or Negative Declaration. Please provide contact name and information for the CalRecycle and LEA person(s) who are administering the permit process.
10. On Proposal Form 21 (Exceptions to the Contract) the company stated, "CR&R does not have any exceptions at this time." Please confirm that the company is taking no exceptions to the contract contained in the RFP and would sign the Contract as written.
11. Proposal Form 13 (Implementation Plan) lists key steps for public outreach regarding new programs, available services, and cart and bin sizes. Attachment B, Section 1 of the contract requires that residents be asked via a postcard what sizes of carts they want. Where does that fit into the implementation plan and proposed timeline and how would it be handled?

CR&R Response to City of Tustin RFP Process

Question Set #1

1. As listed in Proposal Form 5, CR&R has two senior managers responsible for the marketing of food scraps/yard trimmings/compost products and/or AD energy digestate. Upon initial review of Form 7, CR&R did not list any number for personnel in this category. The time would be less than full time equivalent since both managers handle the marketing aspect for all organic materials processed by CR&R encompassing several cities including the City of Tustin. Based on the volume, the time attributable to Tustin would be less than one (1) FTE. CR&R works diligently with markets to ensure all organic materials produced are sold to the supplier for the best application for the product.

2. The route manager position for the City of Tustin is listed in the first table titled "Office and Management Headcount" on page 51. This route manager position is assigned and covers both residential and commercial / MF routes for the City of Tustin. CR&R's assumption was that if the FTE position was listed in this first table, it would have been duplicative to list the same position under residential and commercial / MF collection tables.

3. CR&R has provided a drawing of the light-weight vehicle as an attachment. Tare weight on a 4-axle Front loader is: 36,780 pounds (18.39 tons)

   Weight reduction was calculated based on the following:

   Elimination of one drive axle, and four rims and tires with the introduction of light weight carbon fiber tag axle: 1,700 pounds

   Light-weight "Hardox" material on the top half of the body and smaller hydrolytic cylinders: 1,750 pounds

   Light-weight packer blade, redesigned light weight rear door, Disc brakes on all axes, and light weight body structure over cab: 1,550 pounds

4. The dynamic routing technology has been developed by our partner RouteSmart (RS) and is part of the services they provide to our industrial engineering team. We originally requested dynamic routing for the daily routing of bulky item collection, which is

analogous to the routing of dynamic "on demand" commercial routing. CR&R would create a file of service locations for the next day. The locations would be in RS already as they aren't generally new, but previously serviced locations. The file would tell us how many bins are expected when the routes are created. Both the location and anticipated quantity is known so the stops are added to routes until the capacity is reached or the time limit for the route is reached. All routes made are created in an approach that services all the locations provided to RS so all our routes are dynamically created with some for just a day.

CR&R believes that the incorporation of "smart bin" technologies is a critical component of any dynamic on-demand commercial service offering. We envision integrated technologies providing a seamless process where the bin sensors is informing RS that service is needed and RS builds out the route(s) for the following day. Our timetable for combining bin sensors and dynamic on demand service for the commercial sector was included in Form 11 of our proposal.

5. CR&R's standard practice is to maintain an inventory of plastic bins available for customers that may request or need this type of service. We are aware of the City's compliance with the fire code and the process as described in Attachment B, section 7.04B regarding the use and approval of plastic bins. CR&R does not believe that the local fire department would approve of these bins if asked for their opinion. Additionally, local fire departments have not signed off on residential plastic carts which are of the similar plastic materials. Toter, LLC has provided information regarding the flash and self-ignition temperature of polyethylene. Please see the attached letter. If this is suitable to the City's fire department, CR&R would follow the approval process as outlined in the agreement under section 7.04B.

6. CR&R appreciates that the job of the recycling coordinators is vital to contract compliance. These positions as described in the agreement have extensive duties that require wide-ranging skills such as analysis, communication, marketing, and organization. Coordinators must be adept and have experience with public interaction, knowledge of the Act (CalRecycle), as well as program design, implementation and

maintenance, monitoring, auditing, and reporting. As CR&R has discovered with program implementation in the City of Lake Forest, persons possessing sales experience provide an additional layer of skill sets to help with successful program implementation. It takes persistence and a comfort level with continual field work, in-person outreach, and a targeted organizational approach that sales experience provides. The use of the term "sales" people was not indicative of weakening the importance of the recycling coordinator duties. To the contrary, CR&R recognizes the depth and breadth needed for the recycling coordinator positions as described throughout its proposal. Sales experience adds another dimension to the skill sets of the recycling coordinator position and benefits the overall goal of diversion through continual program implementation.

7. CR&R is aware and understands that the City of Tustin will be awarding a contract.

8. Proposal Form 16, Lakeview Facility.

   8a) July 2017 was the start of the Research Compost Project. The Green Waste Compost operations began in August 2010.

   8b) The duration of the Research Compost project is three to four years and indefinite duration (as long as needed) for the Green waste Compost project.

   8c) The total cubic yards of digestate on site at any time is up to 5,000 CY. On average, 200-250 tons per day are dried, cured, screened, and shipped.

   8d) The total cubic yards of green waste materials allowed per the permit is 12,500 CY at any time. The balance of the total cubic yards permitted other than the digestate is comprised of green waste materials.

   8e) Three separate lab reports from three months are provided herein. Please see attached PDF reports.

   8f) Please refer to item 8e. Lab tests are attached for your review.

8g) CR&R has conducted research and developed market relationships with companies that accept the products and outputs from the AD facility. The companies consider their contact information private. CR&R is able to provide contact information below and ask that it is kept confidential at the request of the companies.

Scott's: Boris Campos, boris.campos@scotts.com

Kellogg's Garden: Hector Lopez, HectorLopez@kelloggarden.com

8h) CR&R is open to offering a tour of the Lakeview site that would also include a tour of the nearby AD processing facility.

8i) After the materials come out of the digester, CR&R separates the solids from the liquids. Both are fully composted and meet title 14 requirements with lab results.

8j) The quantity produced per month varies from 0 gallons per day up to 50,000 gallons. It is dependent upon on how much liquid is used as input into the digester to maintain a biological balance. The liquid material is not digestate. It is anaerobic liquid compost. Historically this material has been applied to alfalfa. CR&R is currently drying it on site and mixing it with the solids compost. Liquid material production will cease by the end of this year. CR&R is adding centrifuges to create process water for the digester and to recover the solids nutrient value. Any liquids produced will be reused in the digester process.

9. Proposal Form 16, Sage Ranch "Alternative Facility." CR&R has applied for Enforcement Agency (EA) Notification permit for Sage Ranch site with the Local Enforcement Agency (LEA). This application is in process. CR&R anticipates the permit should be received by the end of August 2018. There is no CEQA requirement for the EA Notification tier permit issued by the State.

The County of Riverside Department of Environmental Health is the Local Enforcement Agency:

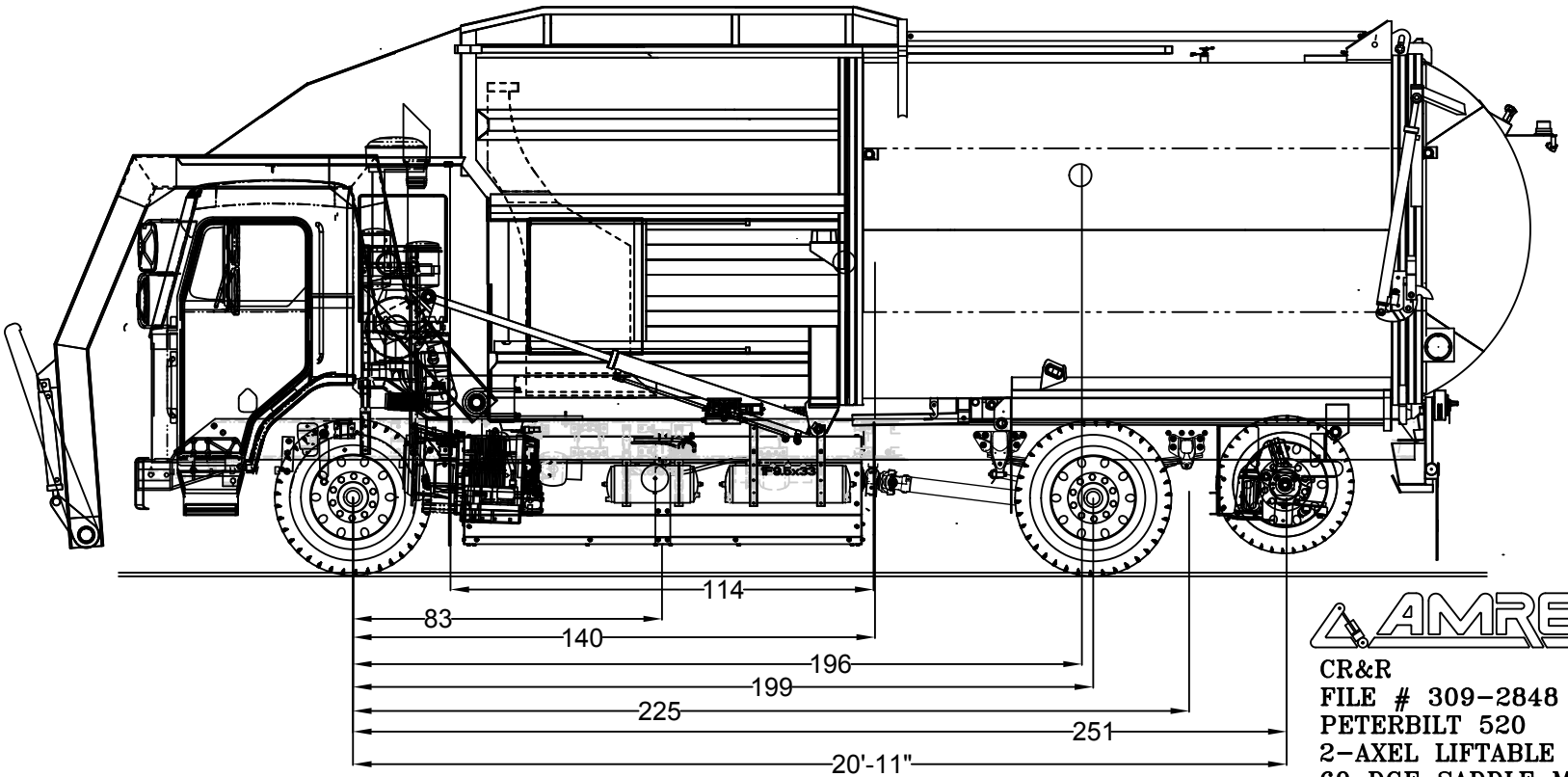
3880 Lemon St, Suite 200
Riverside, CA 92501
951-955-8980

10. CR&R confirms that the company is taking no exceptions to the contract contained in the RFP and will sign the contract as written.

11. Proposal Form 13, Implementation Plan. The cart size selection process is in conjunction with the announcement letter listed in December/January. The postcard mailer with a tear-off portion will be mailed to all residents as required in Attachment B, Section 1.4 of the agreement. Residents can select the size and number of containers by mailing back the tear-off postage paid section to CR&R. The default cart size is 95-gallon. In addition, CR&R will work with the City to utilize the website for electronic submission and promote the cart selection process via social media outlets. Postcard and website information will provide a response date as well as information on how to exchange cart sizes after the rollout period. An updated Plan of Action (POA) is included as an attachment.

Attachments:

1. Light-weight vehicle drawing
2. Toter, LLC Letter
3. Lab reports
4. Revised Plan of Action (POA)



AMREP.

CR&R
FILE # 309-2848
PETERBILT 520
2-AXEL LIFTABLE TAG
60 DGE SADDLE MOUNT TANK

Toter®

BUILT FOR EXTREMES™

July 17, 2018

Attn: George Lazaruk
Vice President
CR&R Incorporated
Environmental Services
11292 Western Avenue
PO Box 125
Stanton, CA 90680

Re: **Toter, LLC Flammability Data – 3 Cubic Yard Front Load Containers**

Attn: Mr. Lazaruk,

Toter, LLC carts are molded of linear medium density polyethylene (MDPE). The flash ignition temperature for polyethylene is 645° F and the self-ignition temperature is 660° F. MDPE has a slow burn rate which corresponds to a UL 94 H-B (Horizontal Burn) flammability rating. The material safety data sheet for polyethylene lists the NFPA Fire rating as 1 (slight). The average peak heat release of our rotational molded material is 1086 kW/m^2.

Polyethylene can be treated with flame-retardants to lower the burn rate. However, the process is expensive and does not significantly change the rate. The physical properties of the molded product are degraded to a level that will no longer withstand the intensity of mechanical lifting systems.

Millions of Toter, LLC products are currently in use from residential to commercial applications. To date, our customers have been satisfied with the suitability and safety of our products.

Sincerely,

Laura P. Hubbard
Director of Municipal Sales
Toter, LLC

LPH/kkc

ANALYTICAL CHEMISTS
and
BACTERIOLOGISTS
Approved by State of California

SOIL CONTROL LAB

42 HANGAR WAY
WATSONVILLE
CALIFORNIA
95076
USA

TEL: 831-724-5422
FAX: 831-724-3188
www.compostlab.com

Account #: 8030325-2/2-9496
Group: Mar18B #44
Reporting Date: March 22, 2018

CR&R Environmental Services
1706 Goetz Road
Perris, CA 92570
Attn: Eddie Espinoza

Date Received: 09 Mar. 18
Sample Identification: CR&R-LV-GRC 20180228
Sample ID #: 8030325 - 2/2

Nutrients	Dry wt.	As Rcvd.	units
Total Nitrogen:	1.2	0.69	%
Ammonia (NH_4-N):	11	6.5	mg/kg
Nitrate (NO_3-N):	0.11	0.066	mg/kg
Org. Nitrogen (Org.-N):	1.2	0.69	%
Phosphorus (as P_2O_5):	0.53	0.30	%
Phosphorus (P):	2300	1300	mg/kg
Potassium (as K_2O):	1.3	0.74	%
Potassium (K):	11000	6200	mg/kg
Calcium (Ca):	2.1	1.2	%
Magnesium (Mg):	0.51	0.29	%
Sulfate (SO_4-S):	130	76	mg/kg
Boron (Total B):	38	22	mg/kg
Moisture:	0	42.4	%
Sodium (Na):	0.20	0.12	%
Chloride (Cl):	0.34	0.19	%
pH Value:	NA	8.83	unit
Bulk Density :	23	39	lb/cu ft
Carbonates ($CaCO_3$):	32	18	lb/ton
Conductivity (EC5):	3.3	NA	mmhos/cm
Organic Matter:	43.5	25.1	%
Organic Carbon:	24.0	14.0	%
Ash:	56.5	32.5	%
C/N Ratio	20	20	ratio
AgIndex	6	6	ratio

Stability Indicator:		Biologically
CO2 Evolution	Respirometery	Available C
mg CO_2-C/g OM/day	3.8	4.8
mg CO_2-C/g TS/day	1.6	2.1
Stability Rating	*stable*	*moderately unstable*

Maturity Indicator: Cucumber Bioassay

Compost:Vermiculite(v:v)	1:2
Emergence (%)	93
Seedling Vigor (%)	108
Description of Plants	*healthy*

Pathogens	Results	Units	Rating
Fecal Coliform	46	MPN/g	*pass*
Salmonella	< 3	MPN/4g	*pass*

Date Tested: 09 Mar. 18

Physical Contaminants**	% by weight
Hard Plastic	< 0.1
Film Plastic	< 0.1
Glass	< 0.1
Metal	< 0.1
Sharps	ND
Total	< 0.5

Metals	Dry wt.	EPA Limit	units
Alumnium (Al)	8100	-	mg/kg
Arsenic (As):	3.0	41	mg/kg
Cadmium (Cd):	< 1.0	39	mg/kg
Chromium (Cr):	22	1200	mg/kg
Cobalt (Co)	4.4	-	mg/kg
Copper (Cu):	49	1500	mg/kg
Iron (Fe):	11000	-	mg/kg
Lead (Pb):	25	300	mg/kg
Manganese (Mn):	220	-	mg/kg
Mercury (Hg):	< 1.0	17	mg/kg
Molybdenum (Mo):	2.2	18	mg/kg
Nickel (Ni):	11	420	mg/kg
Selenium (Se):	< 1.0	36	mg/kg
Zinc (Zn):	170	2800	mg/kg

Size Distribution

MM	% by weight
> 50	0.0
25 to 50	0.0
16 to 25	0.0
9.5 to 16	0.0
6.3 to 9.5	0.6
4.0 to 6.3	6.8
2.0 to 4.0	16.7
< 2.0	75.9

**Greater than 4mm in size (Sharps greater than 2mm)

Analyst: Assaf Sadeh

*Sample was received and handled in accordance with TMECC procedures.

Account No.: 8030325 - 2/2 - 9496
Group: Mar18B No. 44

Date Received 09 Mar. 18
Sample i.d. CR&R-LV-GRC 20180228
Sample I.d. No. 2/2 8030325

INTERPRETATION:

Is Your Compost Stable?

Respiration Rate Biodegradation Rate of Your Pile
3.8 mg CO2-C/ g OM/day
++++++++++++++++
< Stable >|< Moderately Unstable >|< Unstable >|< High For Mulch

Biologically Available Carbon (BAC) Optimum Degradation Rate
4.8 mg CO2-C/ g OM/day
++++++++++++++++++
< Stable >|< Moderately Unstable >|< Unstable >|< High For Mulch

Is Your Compost Mature?

AmmoniaN/NitrateN ratio
NA Ratio
Ratio does not apply due to low concentrations of both Ammonia N and Nitrate N.
VeryMature>|< Mature >|< Immature

Ammonia N ppm
11 mg/kg dry wt.
+
VeryMature>|< Mature >|< Immature

Nitrate N ppm Pass
0.11 mg/kg dry wt.
+
< Immature >|< Mature

pH value
8.83 units
++
< Immature >|< Mature >|< Immature

Cucumber Emergence
93.3 percent
++
< Immature >|< Mature

Is Your Compost Safe Regarding Health?

Fecal Coliform
< 1000 MPN/g dry wt.
+++++++
< Safe >|< High Fecal Coliform

Salmonella
Less than 3 /4g dry wt.
+++++++
<Safe (none detected) >|< High Salmonella Count(> 3 per 4 grams)

Metals US EPA 503
Pass dry wt.
+++++++++
<All Metals Pass >|< One or more Metals Fail

Does Your Compost Provide Nutrients or Organic Matter?

Nutrients (N+P2O5+K2O)
3.0 Percent dry wt.
++++++++++++++++++++++++
<Low >|< Average >|< High Nutrient Content

AgIndex (Nutrients / Sodium and Chloride Salts) ((N+P2O5+K2O) / (Na + Cl))
6 Ratio
++++++++++++++++++++++++++++++
Na & Cl >|< Nutrient and Sodium and Chloride Provider >|< Nutrient Provider

Plant Available Nitrogen (PAN) Estimated release for first season
3 lbs/ton wet wt.
++++++++++
Low Nitrogen Provider>|< Average Nitrogen Provider >|<High Nitrogen Provider

C/N Ratio
20 Ratio
++++++++++++++++++++++++++++++++++++++
< Nitrogen Release >|< N-Neutral >|< N-Demand>|< High Nitrogen Demand

Soluble Available Nutrients & Salts (EC5 w/w dw)
3.3 mmhos/cm dry wt.
++++++++++++++++++
SloRelease>|< Average Nutrient Release Rate >|<High Available Nutrients

Lime Content (CaCO3)
32 Lbs/ton dry wt.
++++++++++++++++++++++++++++++++++++++

Account No.:		Date Received	09 Mar. 18
8030325 - 2/2 - 9496		Sample i.d.	CR&R-LV-GRC 20180228
Group:	Mar18B No. 44	Sample I.d. No.	2/2 8030325

INTERPRETATION:

Is Your Compost Stable?

Respiration Rate

3.8 Low: Good for all uses mg CO2-C/g OM/day

The respiration rate is a measurement of the biodegradation rate of the organic matter in the sample (as received). The respiration rate is determined by measuring the rate at which CO2 is released under optimized moisture and temperature conditions.

Biologically Available Carbon

5 Moderate-selected use mg CO2-C/g OM/day

Biologically Available Carbon (BAC) is a measurement of the rate at which CO2 is released under optimized moisture, temperature, porosity, nutrients, pH and microbial conditions. If both the RR and the BAC test values are close to the same value, the pile is optimized for composting. If both values are high the compost pile just needs more time. If both values are low the compost has stabilized and should be moved to curing. BAC test values that are higher than RR indicate that the compost pile has stalled. This could be due to anaerobic conditions, lack of available nitrogen due to excessive air converting ammonia to the unavailable nitrate from lack of nitrogen or other nutrients due to poor choice of feedstock, pH value out of range, or microbes rendered non-active.

Is Your Compost Mature?

AmmoniaN:NitrateN ratio

NA NA (Ratio does not apply due to low concentrations of both Ammonia N and Nitrate N.)

Composting to stabilize carbon can occur at such a rapid rate that sometimes phytotoxins remain in the compost and must be neutralized before using in high concentrations or in high-end uses. This step is called curing. Typically ammonia is in excess with the break-down of organic materials resulting in an increase in pH. This combination results in a loss of volatile ammonia (it smells). Once this toxic ammonia has been reduced and the pH drops, the microbes convert the ammonia to nitrates. A low ammonia + high nitrate score is indicative of a mature compost, however there are many exceptions. For example, a compost with a low pH (<7) will retain ammonia, while a compost with high lime content can lose ammonia before the organic fraction becomes stable. Composts must first be stable before curing indicators apply.

Ammonia N ppm	
11	very mature
Nitrate N ppm	
0.11	immature
pH value	
8.83	immature

Cucumber Bioassay

93.3 Percent

Cucumbers are chosen for this test because they are salt tolerant and very sensitive to ammonia and organic acid toxicity. Therefore, we can germinate seeds in high concentrations of compost to measure phytotoxic effects without soluble salts being the limiting factor. Values above 80% for both percent emergence and vigor are indicative of a well-cured compost. Exceptions include very high salts that affect the cucumbers, excessive concentrations of nitrates and other nutrients that will be in range when formulated to make a growing media. In addition to testing a 1:1 compost: vermiculite blend, we also test a diluted 1:4 blend to indicate a more sensitive toxicity level.

Is Your Compost Safe Regarding Health?

Fecal Coliform

< 1000 / g dry wt.

Fecal coliforms can survive in both aerobic and anaerobic conditions and is common in all initial compost piles. Most human pathogens occur from fecal matter and all fecal matter is loaded in fecal coliforms. Therefore fecal coliforms are used as an indicator to determine if the chosen method for pathogen reduction (heat for compost) has met the requirements of sufficient temperature, time and mixing. If the fecal coliforms are reduced to below 1000 per gram dry wt. it is assumed all others pathogens are eliminated. Potential problems are that fecal coliform can regrow during the curing phase or during shipping. This is because the conditions are now more favorable for growth than during the composting process.

Salmonella Bacteria

Less than 3 3 / 4g dry wt.

Salmonella is not only another indicator organism but also a toxic microbe. It has been used in the case of biosolids industry to determine adequate pathogen reduction.

Metals

Pass

The ten heavy metals listed in the EPA 503 regulations are chosen to determine if compost can be applied to ag land and handled without toxic effects. Most high concentrations of heavy metals are derived from woodwaste feedstock such as chrome-arsenic treated or lead painted demolition wood. Biosolids are rarely a problem.

Does Your Compost Provide Nutrients or Organic Matter?

Nutrients (N+P2O5+K2O)

3.0 Average nutrient content

This value is the sum of the primary nutrients Nitrogen, Phosphorus and Potassium. Reported units are consistent with those found on fertilizer formulations. A sum greater than 5 is indicative of a compost with high nutrient content, and best used to supply nutrients to a receiving soil. A sum below 2 indicates low nutrient content, and is best-used to improve soil structure via the addition of organic matter. Most compost falls between 2 and 5.

Account No.:		Date Received	09 Mar. 18
8030325 - 2/2 - 9496		Sample i.d.	CR&R-LV-GRC 20180228
Group:	Mar18B No. 44	Sample I.d. No.	2/2 8030325

INTERPRETATION:

AgIndex (Nutrients/Na+Cl)

6 Average nutrient ratio Composts with low AgIndex values have high concentrations of sodium and/or chloride compared to nutrients. Repeated use of a compost with a low AgIndex (< 2) may result in sodium and/or chloride acting as the limiting factor compared to nutrients, governing application rates. These composts may be used on well-draining soils and/or with salt-tolerant plants. Additional nutrients form another source may be needed if the application rate is limited by sodium or chloride. If the AgIndex is above 10, nutrients optimal for plant growth will be available without concern of sodium and/or chloride toxicity. Composts with an AgIndex of above 10 are good for increasing nutrient levels for all soils. Most composts score between 2 and 10. Concentrations of nutrients, sodium, and chloride in the receiving soil should be considered when determining compost application rates. The AgIndex is a product of feedstock quality. Feedstock from dairy manure, marine waste, industrial wastes, and halophytic plants are likely to produce a finished compost with a low AgIndex.

Plant Available Nitrogen (lbs/ton)

3 Low N Provider Plant Available Nitrogen (PAN) is calculated by estimating the release rate of Nitrogen from the organic fraction of the compost. This estimate is based on information gathered from the BAC test and measured ammonia and nitrate values. Despite the PAN value of the compost, additional sources of Nitrogen may be needed during he growing season to off-set the Nitrogen demand of the microbes present in the compost. With ample nutrients these microbes can further breakdown organic matter in the compost and release bound Nitrogen. Nitrogen demand based on a high C/N ratio is not considered in the PAN calculation because additional Nitrogen should always be supplemented to the receiving soil when composts with a high C/N ratio are applied.

C/N Ratio

20 Indicates immaturity As a guiding principal, a C/N ratio below 14 indicates maturity and above 14 indicates immaturity, however, there are many exceptions. Large woodchips (>6.3mm), bark, and redwood are slow to breakdown and therefore can result in a relatively stable product while the C/N ratio value is high. Additionally, some composts with chicken manure and/or green grass feedstocks can start with a C/N ratio below 15 and are very unstable. A C/N ratio below 10 supplies Nitrogen, while a ratio above 20 can deplete Nitrogen from the soil. The rate at which Nitrogen will be released or used by the microbes is indicated by the respiration rate (BAC). If the respiration rate is too high the transfer of Nitrogen will not be controlable.

Soluble Nutrients & Salts (EC5 w/w dw - mmhos/cm)

3.3 Average salts This value refers to all soluble ions including nutrients, sodium, chloride and some soluble organic compounds. The concentration of salts will change due to the release of salts from the organic matter as it degrades, volatilization of ammonia, decomposition of soluble organics, and conversion of molecular structure. High salts + high AgIndex is indicative of a compost high in readily available nutrients. The application rate of these composts should be limited by the optimum nutrient value based on soil analysis of the receiving soil. High Salts + low AgIndex is indicative of a compost low in nutrients with high concentrations of sodium and/or chloride. Limit the application rate according to the toxicity level of thesodium and/or chloride. Low salts indicates that the compost can be applied without risking salt toxicity, is likely a good source of organic matter, and that nutrients will release slowly over time.

Lime Content (lbs. per ton)

32 High lime content Compost high in lime or carbonates are often those produced from chicken manure (layers) ash materials, and lime products. These are excellent products to use on a receiving soil where lime has been recommended by soil analysis to raise the pH. Composts with a high lime content should be closely considered for pH requirements when formulating potting mixes.

Physical Properties

Percent Ash

56.5 Average ash content Ash is the non-organic fraction of a compost. Most composts contain approximately 50% ash (dry weight basis). Compost can be high in ash content for many reasons including: excess minerilzation(old compost), contamination with soil base material during turning, poor quality feedstock, and soil or mineral products added. Finding the source and reducing high ash content is often the fastest means to increasing nutrient quality of a compost.

Particle Size % > 6.3 MM (0.25")

0.6 Suitable for all uses Large particles may restrict use for potting soils, golf course topdressings, seed-starter mixes, and where a fine size distribution is required. Composts with large particles can still be used as excellent additions to field soils, shrub mixes and mulches.

Particle Size Distribution

Each size fraction is measured by weight, volume and bulk density. These results are particularly relevent with decisions to screen or not, and if screening, which size screen to use. The bulk density indicates if the fraction screened is made of light weight organic material or heavy mineral material. Removing large mineral material can greatly improve compost quality by increasing nutrient and organic concentrations.

Appendix:

Plant Available Nitrogen (PAN) calculations:
PAN = (X * (organic N)) + ((NH4-N) + (NO3-N))
X value = If BAC < 2 then X = 0.1
If BAC =2.1 to 5 then X = 0.2
If BAC =5.1 to 10 then X = 0.3
If BAC > 10 then X = 0.4
Note: If C/N ratio > 15 additional N should be applied.

Estimated available nutrients for use when calculating application rates

	lbs/ton (As Rec'd)
Plant Available Nitrogen (PAN)	2.8
Ammonia (NH4-N)	0.01
Nitrate (NO3-N)	0.00
Available Phosphorus (P2O5*0.64)	3.8
Available Potassium (K2O)	14.9

ANALYTICAL CHEMISTS
and
BACTERIOLOGISTS
Approved by State of California

SOIL CONTROL LAB

42 HANGAR WAY
WATSONVILLE
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USA

TEL: 831-724-5422
FAX: 831-724-3188
www.compostlab.com

Account #: 8040472-1/1-9496
Group: Apr18B #34
Reporting Date: April 26, 2018

CR&R Environmental Services
1706 Goetz Road
Perris, CA 92570
Attn: eddiee@crrmail.com

Date Received: 13 Apr. 18
Sample Identification: CR&R-LV-GRC-20180412
Sample ID #: 8040472 - 1/1

Nutrients	Dry wt.	As Rcvd.	units
Total Nitrogen:	1.2	0.75	%
Ammonia (NH_4-N):	190	110	mg/kg
Nitrate (NO_3-N):	8.8	5.3	mg/kg
Org. Nitrogen (Org.-N):	1.2	0.73	%
Phosphorus (as P_2O_5):	0.54	0.33	%
Phosphorus (P):	2400	1400	mg/kg
Potassium (as K_2O):	1.2	0.72	%
Potassium (K):	9800	5900	mg/kg
Calcium (Ca):	2.2	1.3	%
Magnesium (Mg):	0.49	0.30	%
Sulfate (SO_4-S):	93	56	mg/kg
Boron (Total B):	61	37	mg/kg
Moisture:	0	39.4	%
Sodium (Na):	0.18	0.11	%
Chloride (Cl):	0.33	0.2	%
pH Value:	NA	8.73	unit
Bulk Density :	24	40	lb/cu ft
Carbonates ($CaCO_3$):	33	20	lb/ton
Conductivity (EC5):	3.2	NA	mmhos/cm
Organic Matter:	48.2	29.2	%
Organic Carbon:	24.0	15.0	%
Ash:	51.8	31.4	%
C/N Ratio	20	20	ratio
AgIndex	6	6	ratio

Stability Indicator:		Biologically
CO2 Evolution	Respirometery	Available C
mg CO_2-C/g OM/day	3.2	3.5
mg CO_2-C/g TS/day	1.5	1.7
Stability Rating	*stable*	*stable*

Maturity Indicator: Cucumber Bioassay	
Compost:Vermiculite(v:v)	1:2
Emergence (%)	93
Seedling Vigor (%)	99
Description of Plants	*healthy*

Pathogens	Results	Units	Rating
Fecal Coliform	77	MPN/g	*pass*
Salmonella	< 3	MPN/4g	*pass*

Date Tested: 13 Apr. 18

Physical Contaminants**	% by weight
Hard Plastic	< 0.1
Film Plastic	0.46
Glass	0.22
Metal	< 0.1
Sharps	ND
Total	0.68

Metals	Dry wt.	EPA Limit	units
Alumnium (Al)	7000	-	mg/kg
Arsenic (As):	3.0	41	mg/kg
Cadmium (Cd):	0.91	39	mg/kg
Chromium (Cr):	18	1200	mg/kg
Cobalt (Co)	4.2	-	mg/kg
Copper (Cu):	67	1500	mg/kg
Iron (Fe):	11000	-	mg/kg
Lead (Pb):	35	300	mg/kg
Manganese (Mn):	220	-	mg/kg
Mercury (Hg):	< 1.0	17	mg/kg
Molybdenum (Mo):	2.1	18	mg/kg
Nickel (Ni):	11	420	mg/kg
Selenium (Se):	< 1.0	36	mg/kg
Zinc (Zn):	150	2800	mg/kg

Size Distribution

MM	% by weight
> 50	0.0
25 to 50	0.0
16 to 25	0.0
9.5 to 16	0.0
6.3 to 9.5	3.4
4.0 to 6.3	8.8
2.0 to 4.0	17.0
< 2.0	70.7

**Greater than 4mm in size (Sharps greater than 2mm)

Analyst: Assaf Sadeh

*Sample was received and handled in accordance with TMECC procedures.

Account No.:		Date Received	13 Apr. 18
8040472 - 1/1 - 9496		Sample i.d.	CR&R-LV-GRC-20180412
Group:	Apr18B No. 34	Sample I.d. No.	1/1 8040472

INTERPRETATION: Page one of three

Is Your Compost Stable?

Respiration Rate Biodegradation Rate of Your Pile

3.2 mg CO2-C/ g OM/day

++++++++++++
< Stable >|< Moderately Unstable >|< Unstable >|< High For Mulch

Biologically Available Carbon (BAC) Optimum Degradation Rate

3.5 mg CO2-C/ g OM/day

++++++++++++++
< Stable >|< Moderately Unstable >|< Unstable >|< High For Mulch

Is Your Compost Mature?

AmmoniaN/NitrateN ratio

22 Ratio

++
VeryMature>|< Mature >|< Immature

Ammonia N ppm

190 mg/kg dry wt.

++++++++++++++++++++++
VeryMature>|< Mature >|< Immature

Nitrate N ppm Pass

8.8 mg/kg dry wt.

++++++
< Immature >|< Mature

pH value

8.73 units

++
< Immature >|< Mature >|< Immature

Cucumber Emergence

93.3 percent

++
< Immature >|< Mature

Is Your Compost Safe Regarding Health?

Fecal Coliform

< 1000 MPN/g dry wt.

+++++++
< Safe >|< High Fecal Coliform

Salmonella

Less than 3 /4g dry wt.

+++++++
<Safe (none detected) >|< High Salmonella Count(> 3 per 4 grams)

Metals US EPA 503

Pass dry wt.

+++++++++
<All Metals Pass >|< One or more Metals Fail

Does Your Compost Provide Nutrients or Organic Matter?

Nutrients (N+P2O5+K2O)

2.9 Percent dry wt.

++++++++++++++++++++++
<Low >|< Average >|< High Nutrient Content

AgIndex (Nutrients / Sodium and Chloride Salts) ((N+P2O5+K2O) / (Na + Cl))

6 Ratio

++++++++++++++++++++++++++++++
Na & Cl >|< Nutrient and Sodium and Chloride Provider >|< Nutrient Provider

Plant Available Nitrogen (PAN) Estimated release for first season

3 lbs/ton wet wt.

++++++++++++
Low Nitrogen Provider>|< Average Nitrogen Provider >|<High Nitrogen Provider

C/N Ratio

20 Ratio

++++++++++++++++++++++++++++++++++++++
< Nitrogen Release >|< N-Neutral >|< N-Demand>|< High Nitrogen Demand

Soluble Available Nutrients & Salts (EC5 w/w dw)

3.2 mmhos/cm dry wt.

+++++++++++++++++
SloRelease>|< Average Nutrient Release Rate >|<High Available Nutrients

Lime Content (CaCO3)

33 Lbs/ton dry wt.

++
< Low >|< Medium >|< High Lime Content (as CaCO3)

What are the physical properties of your compost?

Percent Ash

51.8 Percent dry wt.

++
< High Organic Matter >|< Average >|< High Ash Content

Sieve Size % > 6.3 MM (0.25")

3.4 Percent dry wt.

++++++++++++++++++++++++++
All Uses >|< Size May Restrict Uses for Potting mix and Golf Courses

Account No.:		Date Received	13 Apr. 18
8040472 - 1/1 - 9496		Sample i.d.	CR&R-LV-GRC-20180412
Group:	Apr18B No. 34	Sample I.d. No.	1/1 8040472

INTERPRETATION:

Is Your Compost Stable?

Respiration Rate

3.2 Low: Good for all uses mg CO2-C/g OM/day

The respiration rate is a measurement of the biodegradation rate of the organic matter in the sample (as received). The respiration rate is determined by measuring the rate at which CO2 is released under optimized moisture and temperature conditions.

Biologically Available Carbon

4 Low: Good for all uses mg CO2-C/g OM/day

Biologically Available Carbon (BAC) is a measurement of the rate at which CO2 is released under optimized moisture, temperature, porosity, nutrients, pH and microbial conditions. If both the RR and the BAC test values are close to the same value, the pile is optimized for composting. If both values are high the compost pile just needs more time. If both values are low the compost has stabilized and should be moved to curing. BAC test values that are higher than RR indicate that the compost pile has stalled. This could be due to anaerobic conditions, lack of available nitrogen due to excessive air converting ammonia to the unavailable nitrate from lack of nitrogen or other nutrients due to poor choice of feedstock, pH value out of range, or microbes rendered non-active.

Is Your Compost Mature?

AmmoniaN:NitrateN ratio

22 immature

Ammonia N ppm	
190	mature
Nitrate N ppm	
8.8	immature
pH value	
8.73	immature

Composting to stabilize carbon can occur at such a rapid rate that sometimes phytotoxins remain in the compost and must be neutralized before using in high concentrations or in high-end uses. This step is called curing. Typically ammonia is in excess with the break-down of organic materials resulting in an increase in pH. This combination results in a loss of volatile ammonia (it smells). Once this toxic ammonia has been reduced and the pH drops, the microbes convert the ammonia to nitrates. A low ammonia + high nitrate score is indicative of a mature compost, however there are many exceptions. For example, a compost with a low pH (<7) will retain ammonia, while a compost with high lime content can lose ammonia before the organic fraction becomes stable. Composts must first be stable before curing indicators apply.

Cucumber Bioassay

93.3 Percent

Cucumbers are chosen for this test because they are salt tolerant and very sensitive to ammonia and organic acid toxicity. Therefore, we can germinate seeds in high concentrations of compost to measure phytotoxic effects without soluble salts being the limiting factor. Values above 80% for both percent emergence and vigor are indicative of a well-cured compost. Exceptions include very high salts that affect the cucumbers, excessive concentrations of nitrates and other nutrients that will be in range when formulated to make a growing media. In addition to testing a 1:1 compost: vermiculite blend, we also test a diluted 1:4 blend to indicate a more sensitive toxicity level.

Is Your Compost Safe Regarding Health?

Fecal Coliform

< 1000 / g dry wt.

Fecal coliforms can survive in both aerobic and anaerobic conditions and is common in all initial compost piles. Most human pathogens occur from fecal matter and all fecal matter is loaded in fecal coliforms. Therefore fecal coliforms are used as an indicator to determine if the chosen method for pathogen reduction (heat for compost) has met the requirements of sufficient temperature, time and mixing. If the fecal coliforms are reduced to below 1000 per gram dry wt. it is assumed all others pathogens are eliminated. Potential problems are that fecal coliform can regrow during the curing phase or during shipping. This is because the conditions are now more favorable for growth than during the composting process.

Salmonella Bacteria

Less than 3 3 / 4g dry wt.

Salmonella is not only another indicator organism but also a toxic microbe. It has been used in the case of biosolids industry to determine adequate pathogen reduction.

Metals

Pass

The ten heavy metals listed in the EPA 503 regulations are chosen to determine if compost can be applied to ag land and handled without toxic effects. Most high concentrations of heavy metals are derived from woodwaste feedstock such as chrome-arsenic treated or lead painted demolition wood. Biosolids are rarely a problem.

Does Your Compost Provide Nutrients or Organic Matter?

Nutrients (N+P2O5+K2O)

2.9 Average nutrient content

This value is the sum of the primary nutrients Nitrogen, Phosphorus and Potassium. Reported units are consistent with those found on fertilizer formulations. A sum greater than 5 is indicative of a compost with high nutrient content, and best used to supply nutrients to a receiving soil. A sum below 2 indicates low nutrient content, and is best-used to improve soil structure via the addition of organic matter. Most compost falls between 2 and 5.

Account No.:		Date Received	13 Apr. 18	
8040472 - 1/1 - 9496		Sample i.d.	CR&R-LV-GRC-20180412	
Group:	Apr18B No. 34	Sample I.d. No.	1/1	8040472

INTERPRETATION:

AgIndex (Nutrients/Na+Cl)

6 Average nutrient ratio Composts with low AgIndex values have high concentrations of sodium and/or chloride compared to nutrients. Repeated use of a compost with a low AgIndex (< 2) may result in sodium and/or chloride acting as the limiting factor compared to nutrients, governing application rates. These composts may be used on well-draining soils and/or with salt-tolerant plants. Additional nutrients form another source may be needed if the application rate is limited by sodium or chloride. If the AgIndex is above 10, nutrients optimal for plant growth will be available without concern of sodium and/or chloride toxicity. Composts with an AgIndex of above 10 are good for increasing nutrient levels for all soils. Most composts score between 2 and 10. Concentrations of nutrients, sodium, and chloride in the receiving soil should be considered when determining compost application rates. The AgIndex is a product of feedstock quality. Feedstock from dairy manure, marine waste, industrial wastes, and halophytic plants are likely to produce a finished compost with a low AgIndex.

Plant Available Nitrogen (lbs/ton)

3 Low N Provider Plant Available Nitrogen (PAN) is calculated by estimating the release rate of Nitrogen from the organic fraction of the compost. This estimate is based on information gathered from the BAC test and measured ammonia and nitrate values. Despite the PAN value of the compost, additional sources of Nitrogen may be needed during he growing season to off-set the Nitrogen demand of the microbes present in the compost. With ample nutrients these microbes can further breakdown organic matter in the compost and release bound Nitrogen. Nitrogen demand based on a high C/N ratio is not considered in the PAN calculation because additional Nitrogen should always be supplemented to the receiving soil when composts with a high C/N ratio are applied.

C/N Ratio

20 Indicates immaturity As a guiding principal, a C/N ratio below 14 indicates maturity and above 14 indicates immaturity, however, there are many exceptions. Large woodchips (>6.3mm), bark, and redwood are slow to breakdown and therefore can result in a relatively stable product while the C/N ratio value is high. Additionally, some composts with chicken manure and/or green grass feedstocks can start with a C/N ratio below 15 and are very unstable. A C/N ratio below 10 supplies Nitrogen, while a ratio above 20 can deplete Nitrogen from the soil. The rate at which Nitrogen will be released or used by the microbes is indicated by the respiration rate (BAC). If the respiration rate is too high the transfer of Nitrogen will not be controlable.

Soluble Nutrients & Salts (EC5 w/w dw - mmhos/cm)

3.2 Average salts This value refers to all soluble ions including nutrients, sodium, chloride and some soluble organic compounds. The concentration of salts will change due to the release of salts from the organic matter as it degrades, volatilization of ammonia, decomposition of soluble organics, and conversion of molecular structure. High salts + high AgIndex is indicative of a compost high in readily available nutrients. The application rate of these composts should be limited by the optimum nutrient value based on soil analysis of the receiving soil. High Salts + low AgIndex is indicative of a compost low in nutrients with high concentrations of sodium and/or chloride. Limit the application rate according to the toxicity level of thesodium and/or chloride. Low salts indicates that the compost can be applied without risking salt toxicity, is likely a good source of organic matter, and that nutrients will release slowly over time.

Lime Content (lbs. per ton)

33 High lime content Compost high in lime or carbonates are often those produced from chicken manure (layers) ash materials, and lime products. These are excellent products to use on a receiving soil where lime has been recommended by soil analysis to raise the pH. Composts with a high lime content should be closely considered for pH requirements when formulating potting mixes.

Physical Properties

Percent Ash

51.8 Average ash content Ash is the non-organic fraction of a compost. Most composts contain approximately 50% ash (dry weight basis). Compost can be high in ash content for many reasons including: excess minerilzation(old compost), contamination with soil base material during turning, poor quality feedstock, and soil or mineral products added. Finding the source and reducing high ash content is often the fastest means to increasing nutrient quality of a compost.

Particle Size % > 6.3 MM (0.25")

3.4 May restrict use Large particles may restrict use for potting soils, golf course topdressings, seed-starter mixes, and where a fine size distribution is required. Composts with large particles can still be used as excellent additions to field soils, shrub mixes and mulches.

Particle Size Distribution

Each size fraction is measured by weight, volume and bulk density. These results are particularly relevent with decisions to screen or not, and if screening, which size screen to use. The bulk density indicates if the fraction screened is made of light weight organic material or heavy mineral material. Removing large mineral material can greatly improve compost quality by increasing nutrient and organic concentrations.

Appendix:

Plant Available Nitrogen (PAN) calculations:
PAN = (X * (organic N)) + ((NH4-N) + (NO3-N))
X value = If BAC < 2 then X = 0.1
If BAC =2.1 to 5 then X = 0.2
If BAC =5.1 to 10 then X = 0.3
If BAC > 10 then X = 0.4
Note: If C/N ratio > 15 additional N should be applied.

Estimated available nutrients for use when calculating application rates

	lbs/ton (As Rec'd)
Plant Available Nitrogen (PAN)	3.2
Ammonia (NH4-N)	0.22
Nitrate (NO3-N)	0.01
Available Phosphorus (P2O5*0.64)	4.1
Available Potassium (K2O)	14.2

ANALYTICAL CHEMISTS
and
BACTERIOLOGISTS
Approved by State of California

SOIL CONTROL LAB

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WATSONVILLE
CALIFORNIA
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TEL: 831-724-5422
FAX: 831-724-3188
www.compostlab.com

Account #: 8040472-1/1-9496
Group: Apr18B #34
Reporting Date: April 26, 2018

CR&R Environmental Services
1706 Goetz Road
Perris, CA 92570
Attn: eddiee@crrmail.com

Date Received: 13 Apr. 18
Sample Identification: CR&R-LV-GRC-20180412
Sample ID #: 8040472 - 1/1

Nutrients	Dry wt.	As Rcvd.	units
Total Nitrogen:	1.2	0.75	%
Ammonia (NH_4-N):	190	110	mg/kg
Nitrate (NO_3-N):	8.8	5.3	mg/kg
Org. Nitrogen (Org.-N):	1.2	0.73	%
Phosphorus (as P_2O_5):	0.54	0.33	%
Phosphorus (P):	2400	1400	mg/kg
Potassium (as K_2O):	1.2	0.72	%
Potassium (K):	9800	5900	mg/kg
Calcium (Ca):	2.2	1.3	%
Magnesium (Mg):	0.49	0.30	%
Sulfate (SO_4-S):	93	56	mg/kg
Boron (Total B):	61	37	mg/kg
Moisture:	0	39.4	%
Sodium (Na):	0.18	0.11	%
Chloride (Cl):	0.33	0.2	%
pH Value:	NA	8.73	unit
Bulk Density :	24	40	lb/cu ft
Carbonates ($CaCO_3$):	33	20	lb/ton
Conductivity (EC5):	3.2	NA	mmhos/cm
Organic Matter:	48.2	29.2	%
Organic Carbon:	24.0	15.0	%
Ash:	51.8	31.4	%
C/N Ratio	20	20	ratio
AgIndex	6	6	ratio

Stability Indicator:		Biologically
CO2 Evolution	Respirometery	Available C
mg CO_2-C/g OM/day	3.2	3.5
mg CO_2-C/g TS/day	1.5	1.7
Stability Rating	*stable*	*stable*

Maturity Indicator: Cucumber Bioassay	
Compost:Vermiculite(v:v)	1:2
Emergence (%)	93
Seedling Vigor (%)	99
Description of Plants	*healthy*

Pathogens	Results	Units	Rating
Fecal Coliform	77	MPN/g	*pass*
Salmonella	< 3	MPN/4g	*pass*

Date Tested: 13 Apr. 18

Physical Contaminants**	% by weight
Hard Plastic	< 0.1
Film Plastic	0.46
Glass	0.22
Metal	< 0.1
Sharps	ND
Total	0.68

Metals	Dry wt.	EPA Limit	units
Alumnium (Al)	7000	-	mg/kg
Arsenic (As):	3.0	41	mg/kg
Cadmium (Cd):	0.91	39	mg/kg
Chromium (Cr):	18	1200	mg/kg
Cobalt (Co)	4.2	-	mg/kg
Copper (Cu):	67	1500	mg/kg
Iron (Fe):	11000	-	mg/kg
Lead (Pb):	35	300	mg/kg
Manganese (Mn):	220	-	mg/kg
Mercury (Hg):	< 1.0	17	mg/kg
Molybdenum (Mo):	2.1	18	mg/kg
Nickel (Ni):	11	420	mg/kg
Selenium (Se):	< 1.0	36	mg/kg
Zinc (Zn):	150	2800	mg/kg

Size Distribution

MM	% by weight
> 50	0.0
25 to 50	0.0
16 to 25	0.0
9.5 to 16	0.0
6.3 to 9.5	3.4
4.0 to 6.3	8.8
2.0 to 4.0	17.0
< 2.0	70.7

**Greater than 4mm in size (Sharps greater than 2mm)

Analyst: Assaf Sadeh

*Sample was received and handled in accordance with TMECC procedures.

Account No.: 8040472 - 1/1 - 9496
Group: Apr18B No. 34

Date Received 13 Apr. 18
Sample i.d. CR&R-LV-GRC-20180412
Sample I.d. No. 1/1 8040472

INTERPRETATION:

Is Your Compost Stable?

Respiration Rate Biodegradation Rate of Your Pile

3.2 mg CO2-C/ g OM/day

++++++++++++
< Stable >|< Moderately Unstable >|< Unstable >|< High For Mulch

Biologically Available Carbon (BAC) Optimum Degradation Rate

3.5 mg CO2-C/ g OM/day

++++++++++++++
< Stable >|< Moderately Unstable >|< Unstable >|< High For Mulch

Is Your Compost Mature?

AmmoniaN/NitrateN ratio

22 Ratio

++
VeryMature>|< Mature >|< Immature

Ammonia N ppm

190 mg/kg dry wt.

++++++++++++++++++++++
VeryMature>|< Mature >|< Immature

Nitrate N ppm Pass

8.8 mg/kg dry wt.

++++++
< Immature >|< Mature

pH value

8.73 units

++
< Immature >|< Mature >|< Immature

Cucumber Emergence

93.3 percent

++
< Immature >|< Mature

Is Your Compost Safe Regarding Health?

Fecal Coliform

< 1000 MPN/g dry wt.

+++++++
< Safe >|< High Fecal Coliform

Salmonella

Less than 3 /4g dry wt.

+++++++
<Safe (none detected) >|< High Salmonella Count(> 3 per 4 grams)

Metals US EPA 503

Pass dry wt.

+++++++++
<All Metals Pass >|< One or more Metals Fail

Does Your Compost Provide Nutrients or Organic Matter?

Nutrients (N+P2O5+K2O)

2.9 Percent dry wt.

++++++++++++++++++++++
<Low >|< Average >|< High Nutrient Content

AgIndex (Nutrients / Sodium and Chloride Salts) ((N+P2O5+K2O) / (Na + Cl))

6 Ratio

++++++++++++++++++++++++++++++
Na & Cl >|< Nutrient and Sodium and Chloride Provider >|< Nutrient Provider

Plant Available Nitrogen (PAN) Estimated release for first season

3 lbs/ton wet wt.

++++++++++++
Low Nitrogen Provider>|< Average Nitrogen Provider >|<High Nitrogen Provider

C/N Ratio

20 Ratio

++++++++++++++++++++++++++++++++++++++
< Nitrogen Release >|< N-Neutral >|< N-Demand>|< High Nitrogen Demand

Soluble Available Nutrients & Salts (EC5 w/w dw)

3.2 mmhos/cm dry wt.

+++++++++++++++++
SloRelease>|< Average Nutrient Release Rate >|<High Available Nutrients

Lime Content (CaCO3)

33 Lbs/ton dry wt.

++
< Low >|< Medium >|< High Lime Content (as CaCO3)

What are the physical properties of your compost?

Percent Ash

51.8 Percent dry wt.

++
< High Organic Matter >|< Average >|< High Ash Content

Sieve Size % > 6.3 MM (0.25")

3.4 Percent dry wt.

++++++++++++++++++++++++++++
All Uses >|< Size May Restrict Uses for Potting mix and Golf Courses

Account No.:		Date Received	13 Apr. 18
8040472 - 1/1 - 9496		Sample i.d.	CR&R-LV-GRC-20180412
Group:	Apr18B No. 34	Sample I.d. No.	1/1 8040472

INTERPRETATION:

Is Your Compost Stable?

Respiration Rate

3.2 Low: Good for all uses mg CO2-C/g OM/day

The respiration rate is a measurement of the biodegradation rate of the organic matter in the sample (as received). The respiration rate is determined by measuring the rate at which CO2 is released under optimized moisture and temperature conditions.

Biologically Available Carbon

4 Low: Good for all uses mg CO2-C/g OM/day

Biologically Available Carbon (BAC) is a measurement of the rate at which CO2 is released under optimized moisture, temperature, porosity, nutrients, pH and microbial conditions. If both the RR and the BAC test values are close to the same value, the pile is optimized for composting. If both values are high the compost pile just needs more time. If both values are low the compost has stabilized and should be moved to curing. BAC test values that are higher than RR indicate that the compost pile has stalled. This could be due to anaerobic conditions, lack of available nitrogen due to excessive air converting ammonia to the unavailable nitrate from lack of nitrogen or other nutrients due to poor choice of feedstock, pH value out of range, or microbes rendered non-active.

Is Your Compost Mature?

AmmoniaN:NitrateN ratio

22 immature

Ammonia N ppm	
190	mature
Nitrate N ppm	
8.8	immature
pH value	
8.73	immature

Composting to stabilize carbon can occur at such a rapid rate that sometimes phytotoxins remain in the compost and must be neutralized before using in high concentrations or in high-end uses. This step is called curing. Typically ammonia is in excess with the break-down of organic materials resulting in an increase in pH. This combination results in a loss of volatile ammonia (it smells). Once this toxic ammonia has been reduced and the pH drops, the microbes convert the ammonia to nitrates. A low ammonia + high nitrate score is indicative of a mature compost, however there are many exceptions. For example, a compost with a low pH (<7) will retain ammonia, while a compost with high lime content can lose ammonia before the organic fraction becomes stable. Composts must first be stable before curing indicators apply.

Cucumber Bioassay

93.3 Percent

Cucumbers are chosen for this test because they are salt tolerant and very sensitive to ammonia and organic acid toxicity. Therefore, we can germinate seeds in high concentrations of compost to measure phytotoxic effects without soluble salts being the limiting factor. Values above 80% for both percent emergence and vigor are indicative of a well-cured compost. Exceptions include very high salts that affect the cucumbers, excessive concentrations of nitrates and other nutrients that will be in range when formulated to make a growing media. In addition to testing a 1:1 compost: vermiculite blend, we also test a diluted 1:4 blend to indicate a more sensitive toxicity level.

Is Your Compost Safe Regarding Health?

Fecal Coliform

< 1000 / g dry wt.

Fecal coliforms can survive in both aerobic and anaerobic conditions and is common in all initial compost piles. Most human pathogens occur from fecal matter and all fecal matter is loaded in fecal coliforms. Therefore fecal coliforms are used as an indicator to determine if the chosen method for pathogen reduction (heat for compost) has met the requirements of sufficient temperature, time and mixing. If the fecal coliforms are reduced to below 1000 per gram dry wt. it is assumed all others pathogens are eliminated. Potential problems are that fecal coliform can regrow during the curing phase or during shipping. This is because the conditions are now more favorable for growth than during the composting process.

Salmonella Bacteria

Less than 3 3 / 4g dry wt.

Salmonella is not only another indicator organism but also a toxic microbe. It has been used in the case of biosolids industry to determine adequate pathogen reduction.

Metals

Pass

The ten heavy metals listed in the EPA 503 regulations are chosen to determine if compost can be applied to ag land and handled without toxic effects. Most high concentrations of heavy metals are derived from woodwaste feedstock such as chrome-arsenic treated or lead painted demolition wood. Biosolids are rarely a problem.

Does Your Compost Provide Nutrients or Organic Matter?

Nutrients (N+P2O5+K2O)

2.9 Average nutrient content

This value is the sum of the primary nutrients Nitrogen, Phosphorus and Potassium. Reported units are consistent with those found on fertilizer formulations. A sum greater than 5 is indicative of a compost with high nutrient content, and best used to supply nutrients to a receiving soil. A sum below 2 indicates low nutrient content, and is best-used to improve soil structure via the addition of organic matter. Most compost falls between 2 and 5.

Account No.:		Date Received	13 Apr. 18	
8040472 - 1/1 - 9496		Sample i.d.	CR&R-LV-GRC-20180412	
Group:	Apr18B No. 34	Sample I.d. No.	1/1	8040472

INTERPRETATION:

AgIndex (Nutrients/Na+Cl)

6 Average nutrient ratio Composts with low AgIndex values have high concentrations of sodium and/or chloride compared to nutrients. Repeated use of a compost with a low AgIndex (< 2) may result in sodium and/or chloride acting as the limiting factor compared to nutrients, governing application rates. These composts may be used on well-draining soils and/or with salt-tolerant plants. Additional nutrients form another source may be needed if the application rate is limited by sodium or chloride. If the AgIndex is above 10, nutrients optimal for plant growth will be available without concern of sodium and/or chloride toxicity. Composts with an AgIndex of above 10 are good for increasing nutrient levels for all soils. Most composts score between 2 and 10. Concentrations of nutrients, sodium, and chloride in the receiving soil should be considered when determining compost application rates. The AgIndex is a product of feedstock quality. Feedstock from dairy manure, marine waste, industrial wastes, and halophytic plants are likely to produce a finished compost with a low AgIndex.

Plant Available Nitrogen (lbs/ton)

3 Low N Provider Plant Available Nitrogen (PAN) is calculated by estimating the release rate of Nitrogen from the organic fraction of the compost. This estimate is based on information gathered from the BAC test and measured ammonia and nitrate values. Despite the PAN value of the compost, additional sources of Nitrogen may be needed during he growing season to off-set the Nitrogen demand of the microbes present in the compost. With ample nutrients these microbes can further breakdown organic matter in the compost and release bound Nitrogen. Nitrogen demand based on a high C/N ratio is not considered in the PAN calculation because additional Nitrogen should always be supplemented to the receiving soil when composts with a high C/N ratio are applied.

C/N Ratio

20 Indicates immaturity As a guiding principal, a C/N ratio below 14 indicates maturity and above 14 indicates immaturity, however, there are many exceptions. Large woodchips (>6.3mm), bark, and redwood are slow to breakdown and therefore can result in a relatively stable product while the C/N ratio value is high. Additionally, some composts with chicken manure and/or green grass feedstocks can start with a C/N ratio below 15 and are very unstable. A C/N ratio below 10 supplies Nitrogen, while a ratio above 20 can deplete Nitrogen from the soil. The rate at which Nitrogen will be released or used by the microbes is indicated by the respiration rate (BAC). If the respiration rate is too high the transfer of Nitrogen will not be controlable.

Soluble Nutrients & Salts (EC5 w/w dw - mmhos/cm)

3.2 Average salts This value refers to all soluble ions including nutrients, sodium, chloride and some soluble organic compounds. The concentration of salts will change due to the release of salts from the organic matter as it degrades, volatilization of ammonia, decomposition of soluble organics, and conversion of molecular structure. High salts + high AgIndex is indicative of a compost high in readily available nutrients. The application rate of these composts should be limited by the optimum nutrient value based on soil analysis of the receiving soil. High Salts + low AgIndex is indicative of a compost low in nutrients with high concentrations of sodium and/or chloride. Limit the application rate according to the toxicity level of thesodium and/or chloride. Low salts indicates that the compost can be applied without risking salt toxicity, is likely a good source of organic matter, and that nutrients will release slowly over time.

Lime Content (lbs. per ton)

33 High lime content Compost high in lime or carbonates are often those produced from chicken manure (layers) ash materials, and lime products. These are excellent products to use on a receiving soil where lime has been recommended by soil analysis to raise the pH. Composts with a high lime content should be closely considered for pH requirements when formulating potting mixes.

Physical Properties

Percent Ash

51.8 Average ash content Ash is the non-organic fraction of a compost. Most composts contain approximately 50% ash (dry weight basis). Compost can be high in ash content for many reasons including: excess minerilzation(old compost), contamination with soil base material during turning, poor quality feedstock, and soil or mineral products added. Finding the source and reducing high ash content is often the fastest means to increasing nutrient quality of a compost.

Particle Size % > 6.3 MM (0.25")

3.4 May restrict use Large particles may restrict use for potting soils, golf course topdressings, seed-starter mixes, and where a fine size distribution is required. Composts with large particles can still be used as excellent additions to field soils, shrub mixes and mulches.

Particle Size Distribution

Each size fraction is measured by weight, volume and bulk density. These results are particularly relevent with decisions to screen or not, and if screening, which size screen to use. The bulk density indicates if the fraction screened is made of light weight organic material or heavy mineral material. Removing large mineral material can greatly improve compost quality by increasing nutrient and organic concentrations.

Appendix:

Plant Available Nitrogen (PAN) calculations:
PAN = (X * (organic N)) + ((NH4-N) + (NO3-N))
X value = If BAC < 2 then X = 0.1
If BAC =2.1 to 5 then X = 0.2
If BAC =5.1 to 10 then X = 0.3
If BAC > 10 then X = 0.4
Note: If C/N ratio > 15 additional N should be applied.

Estimated available nutrients for use when calculating application rates

	lbs/ton (As Rec'd)
Plant Available Nitrogen (PAN)	3.2
Ammonia (NH4-N)	0.22
Nitrate (NO3-N)	0.01
Available Phosphorus (P2O5*0.64)	4.1
Available Potassium (K2O)	14.2

ANALYTICAL CHEMISTS
and
BACTERIOLOGISTS
Approved by State of California

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USA

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FAX: 831-724-3188
www.compostlab.com

Account #: 8060055-1/1-9496
Group: Jun18B #5
Reporting Date: June 22, 2018

CR&R Environmental Services
1706 Goetz Road
Perris, CA 92570
Attn: eddiee@crrmail.com

Date Received: 04 Jun. 18
Sample Identification: CR&R-LV-GRC 20180531
Sample ID #: 8060055 - 1/1

Nutrients	Dry wt.	As Rcvd.	units
Total Nitrogen:	1.2	0.69	%
Ammonia (NH_4-N):	200	110	mg/kg
Nitrate (NO_3-N):	4.3	2.4	mg/kg
Org. Nitrogen (Org.-N):	1.2	0.67	%
Phosphorus (as P_2O_5):	0.45	0.25	%
Phosphorus (P):	2000	1100	mg/kg
Potassium (as K_2O):	1.0	0.57	%
Potassium (K):	8400	4700	mg/kg
Calcium (Ca):	1.9	1.1	%
Magnesium (Mg):	0.49	0.27	%
Sulfate (SO_4-S):	78	44	mg/kg
Boron (Total B):	41	23	mg/kg
Moisture:	0	43.8	%
Sodium (Na):	0.15	0.083	%
Chloride (Cl):	0.24	0.14	%
pH Value:	NA	8.71	unit
Bulk Density :	22	39	lb/cu ft
Carbonates ($CaCO_3$):	<0.1	<0.1	lb/ton
Conductivity (EC5):	2.6	NA	mmhos/cm
Organic Matter:	46.0	25.9	%
Organic Carbon:	23.0	13.0	%
Ash:	54.0	30.3	%
C/N Ratio	19	19	ratio
AgIndex	7	7	ratio

Stability Indicator:		Biologically
CO2 Evolution	Respirometery	Available C
mg CO_2-C/g OM/day	3.0	4.6
mg CO_2-C/g TS/day	1.4	2.1
Stability Rating	*stable*	*moderately unstable*

Maturity Indicator: Cucumber Bioassay	
Compost:Vermiculite (v:v)	1:2
Emergence (%)	100
Seedling Vigor (%)	101
Description of Plants	*healthy*

Pathogens	Results	Units	Rating
Fecal Coliform	330	MPN/g	*pass*
Salmonella	< 3	MPN/4g	*pass*

Date Tested: 04 Jun. 18

Physical Contaminants**	% by weight
Hard Plastic	< 0.1
Film Plastic	< 0.1
Glass	< 0.1
Metal	< 0.1
Sharps	ND
Total	< 0.5

Metals	Dry wt.	EPA Limit	units
Alumnium (Al)	7000	-	mg/kg
Arsenic (As):	5.7	41	mg/kg
Cadmium (Cd):	0.90	39	mg/kg
Chromium (Cr):	24	1200	mg/kg
Cobalt (Co)	4.6	-	mg/kg
Copper (Cu):	49	1500	mg/kg
Iron (Fe):	10000	-	mg/kg
Lead (Pb):	32	300	mg/kg
Manganese (Mn):	230	-	mg/kg
Mercury (Hg):	< 1.0	17	mg/kg
Molybdenum (Mo):	1.7	18	mg/kg
Nickel (Ni):	10	420	mg/kg
Selenium (Se):	< 1.0	36	mg/kg
Zinc (Zn):	140	2800	mg/kg

Size Distribution	
MM	% by weight
> 50	0.0
25 to 50	0.0
16 to 25	0.0
9.5 to 16	0.3
6.3 to 9.5	2.0
4.0 to 6.3	6.1
2.0 to 4.0	16.1
< 2.0	75.4

**Greater than 4mm in size (Sharps greater than 2mm)

Analyst: Assaf Sadeh

*Sample was received and handled in accordance with TMECC procedures.

Account No.: 8060055 - 1/1 - 9496
Group: Jun18B No. 5

Date Received 04 Jun. 18
Sample i.d. CR&R-LV-GRC 20180531
Sample I.d. No. 1/1 8060055

INTERPRETATION:

Is Your Compost Stable?

Respiration Rate Biodegradation Rate of Your Pile

3.0 mg CO2-C/ g OM/day

++++++++++++
< Stable >|< Moderately Unstable >|< Unstable >|< High For Mulch

Biologically Available Carbon (BAC) Optimum Degradation Rate

4.6 mg CO2-C/ g OM/day

++++++++++++++++++
< Stable >|< Moderately Unstable >|< Unstable >|< High For Mulch

Is Your Compost Mature?

AmmoniaN/NitrateN ratio

47 Ratio

++
VeryMature>|< Mature >|< Immature

Ammonia N ppm

200 mg/kg dry wt.

++++++++++++++++++++++
VeryMature>|< Mature >|< Immature

Nitrate N ppm Pass

4.3 mg/kg dry wt.

+++
< Immature >|< Mature

pH value

8.71 units

++
< Immature >|< Mature >|< Immature

Cucumber Emergence

100.0 percent

++
< Immature >|< Mature

Is Your Compost Safe Regarding Health?

Fecal Coliform

< 1000 MPN/g dry wt.

+++++++
< Safe >|< High Fecal Coliform

Salmonella

Less than 3 /4g dry wt.

+++++++
<Safe (none detected) >|< High Salmonella Count(> 3 per 4 grams)

Metals US EPA 503

Pass dry wt.

+++++++++
<All Metals Pass >|< One or more Metals Fail

Does Your Compost Provide Nutrients or Organic Matter?

Nutrients (N+P2O5+K2O)

2.7 Percent dry wt.

++++++++++++++++++++
<Low >|< Average >|< High Nutrient Content

AgIndex (Nutrients / Sodium and Chloride Salts) ((N+P2O5+K2O) / (Na + Cl))

7 Ratio

++++++++++++++++++++++++++++++++++
Na & Cl >|< Nutrient and Sodium and Chloride Provider >|< Nutrient Provider

Plant Available Nitrogen (PAN) Estimated release for first season

3 lbs/ton wet wt.

++++++++++++
Low Nitrogen Provider>|< Average Nitrogen Provider >|<High Nitrogen Provider

C/N Ratio

19 Ratio

++++++++++++++++++++++++++++++++++
< Nitrogen Release >|< N-Neutral >|< N-Demand>|< High Nitrogen Demand

Soluble Available Nutrients & Salts (EC5 w/w dw)

2.6 mmhos/cm dry wt.

++++++++++++++
SloRelease>|< Average Nutrient Release Rate >|<High Available Nutrients

Lime Content (CaCO3)

0 Lbs/ton dry wt.

+
< Low >|< Medium >|< High Lime Content (as CaCO3)

What are the physical properties of your compost?

Percent Ash

54.0 Percent dry wt.

++
< High Organic Matter >|< Average >|< High Ash Content

Sieve Size % > 6.3 MM (0.25")

2.4 Percent dry wt.

++++++++++++++++++
All Uses >|< Size May Restrict Uses for Potting mix and Golf Courses

Account No.:		Date Received	04 Jun. 18
8060055 - 1/1 - 9496		Sample i.d.	CR&R-LV-GRC 20180531
Group:	Jun18B No. 5	Sample I.d. No.	1/1 8060055

INTERPRETATION:

Is Your Compost Stable?

Respiration Rate

3.0 Low: Good for all uses mg CO2-C/g OM/day

The respiration rate is a measurement of the biodegradation rate of the organic matter in the sample (as received). The respiration rate is determined by measuring the rate at which CO2 is released under optimized moisture and temperature conditions.

Biologically Available Carbon

5 Moderate-selected use mg CO2-C/g OM/day

Biologically Available Carbon (BAC) is a measurement of the rate at which CO2 is released under optimized moisture, temperature, porosity, nutrients, pH and microbial conditions. If both the RR and the BAC test values are close to the same value, the pile is optimized for composting. If both values are high the compost pile just needs more time. If both values are low the compost has stabilized and should be moved to curing. BAC test values that are higher than RR indicate that the compost pile has stalled. This could be due to anaerobic conditions, lack of available nitrogen due to excessive air converting ammonia to the unavailable nitrate from lack of nitrogen or other nutrients due to poor choice of feedstock, pH value out of range, or microbes rendered non-active.

Is Your Compost Mature?

AmmoniaN:NitrateN ratio

47 immature

Ammonia N ppm	
200	mature
Nitrate N ppm	
4.3	immature
pH value	
8.71	immature

Composting to stabilize carbon can occur at such a rapid rate that sometimes phytotoxins remain in the compost and must be neutralized before using in high concentrations or in high-end uses. This step is called curing. Typically ammonia is in excess with the break-down of organic materials resulting in an increase in pH. This combination results in a loss of volatile ammonia (it smells). Once this toxic ammonia has been reduced and the pH drops, the microbes convert the ammonia to nitrates. A low ammonia + high nitrate score is indicative of a mature compost, however there are many exceptions. For example, a compost with a low pH (<7) will retain ammonia, while a compost with high lime content can lose ammonia before the organic fraction becomes stable. Composts must first be stable before curing indicators apply.

Cucumber Bioassay

100.0 Percent

Cucumbers are chosen for this test because they are salt tolerant and very sensitive to ammonia and organic acid toxicity. Therefore, we can germinate seeds in high concentrations of compost to measure phytotoxic effects without soluble salts being the limiting factor. Values above 80% for both percent emergence and vigor are indicative of a well-cured compost. Exceptions include very high salts that affect the cucumbers, excessive concentrations of nitrates and other nutrients that will be in range when formulated to make a growing media. In addition to testing a 1:1 compost: vermiculite blend, we also test a diluted 1:4 blend to indicate a more sensitive toxicity level.

Is Your Compost Safe Regarding Health?

Fecal Coliform

< 1000 / g dry wt.

Fecal coliforms can survive in both aerobic and anaerobic conditions and is common in all initial compost piles. Most human pathogens occur from fecal matter and all fecal matter is loaded in fecal coliforms. Therefore fecal coliforms are used as an indicator to determine if the chosen method for pathogen reduction (heat for compost) has met the requirements of sufficient temperature, time and mixing. If the fecal coliforms are reduced to below 1000 per gram dry wt. it is assumed all others pathogens are eliminated. Potential problems are that fecal coliform can regrow during the curing phase or during shipping. This is because the conditions are now more favorable for growth than during the composting process.

Salmonella Bacteria

Less than 3 3 / 4g dry wt.

Salmonella is not only another indicator organism but also a toxic microbe. It has been used in the case of biosolids industry to determine adequate pathogen reduction.

Metals

Pass

The ten heavy metals listed in the EPA 503 regulations are chosen to determine if compost can be applied to ag land and handled without toxic effects. Most high concentrations of heavy metals are derived from woodwaste feedstock such as chrome-arsenic treated or lead painted demolition wood. Biosolids are rarely a problem.

Does Your Compost Provide Nutrients or Organic Matter?

Nutrients (N+P2O5+K2O)

2.7 Average nutrient content

This value is the sum of the primary nutrients Nitrogen, Phosphorus and Potassium. Reported units are consistent with those found on fertilizer formulations. A sum greater than 5 is indicative of a compost with high nutrient content, and best used to supply nutrients to a receiving soil. A sum below 2 indicates low nutrient content, and is best-used to improve soil structure via the addition of organic matter. Most compost falls between 2 and 5.

Account No.:		Date Received	04 Jun. 18
8060055 - 1/1 - 9496		Sample i.d.	CR&R-LV-GRC 20180531
Group:	Jun18B No. 5	Sample I.d. No.	1/1 8060055

INTERPRETATION:

AgIndex (Nutrients/Na+Cl)

7 Average nutrient ratio Composts with low AgIndex values have high concentrations of sodium and/or chloride compared to nutrients. Repeated use of a compost with a low AgIndex (< 2) may result in sodium and/or chloride acting as the limiting factor compared to nutrients, governing application rates. These composts may be used on well-draining soils and/or with salt-tolerant plants. Additional nutrients form another source may be needed if the application rate is limited by sodium or chloride. If the AgIndex is above 10, nutrients optimal for plant growth will be available without concern of sodium and/or chloride toxicity. Composts with an AgIndex of above 10 are good for increasing nutrient levels for all soils. Most composts score between 2 and 10. Concentrations of nutrients, sodium, and chloride in the receiving soil should be considered when determining compost application rates. The AgIndex is a product of feedstock quality. Feedstock from dairy manure, marine waste, industrial wastes, and halophytic plants are likely to produce a finished compost with a low AgIndex.

Plant Available Nitrogen (lbs/ton)

3 Low N Provider Plant Available Nitrogen (PAN) is calculated by estimating the release rate of Nitrogen from the organic fraction of the compost. This estimate is based on information gathered from the BAC test and measured ammonia and nitrate values. Despite the PAN value of the compost, additional sources of Nitrogen may be needed during he growing season to off-set the Nitrogen demand of the microbes present in the compost. With ample nutrients these microbes can further breakdown organic matter in the compost and release bound Nitrogen. Nitrogen demand based on a high C/N ratio is not considered in the PAN calculation because additional Nitrogen should always be supplemented to the receiving soil when composts with a high C/N ratio are applied.

C/N Ratio

19 Indicates immaturity As a guiding principal, a C/N ratio below 14 indicates maturity and above 14 indicates immaturity, however, there are many exceptions. Large woodchips (>6.3mm), bark, and redwood are slow to breakdown and therefore can result in a relatively stable product while the C/N ratio value is high. Additionally, some composts with chicken manure and/or green grass feedstocks can start with a C/N ratio below 15 and are very unstable. A C/N ratio below 10 supplies Nitrogen, while a ratio above 20 can deplete Nitrogen from the soil. The rate at which Nitrogen will be released or used by the microbes is indicated by the respiration rate (BAC). If the respiration rate is too high the transfer of Nitrogen will not be controlable.

Soluble Nutrients & Salts (EC5 w/w dw - mmhos/cm)

2.6 Average salts This value refers to all soluble ions including nutrients, sodium, chloride and some soluble organic compounds. The concentration of salts will change due to the release of salts from the organic matter as it degrades, volatilization of ammonia, decomposition of soluble organics, and conversion of molecular structure. High salts + high AgIndex is indicative of a compost high in readily available nutrients. The application rate of these composts should be limited by the optimum nutrient value based on soil analysis of the receiving soil. High Salts + low AgIndex is indicative of a compost low in nutrients with high concentrations of sodium and/or chloride. Limit the application rate according to the toxicity level of thesodium and/or chloride. Low salts indicates that the compost can be applied without risking salt toxicity, is likely a good source of organic matter, and that nutrients will release slowly over time.

Lime Content (lbs. per ton)

0 Low lime content Compost high in lime or carbonates are often those produced from chicken manure (layers) ash materials, and lime products. These are excellent products to use on a receiving soil where lime has been recommended by soil analysis to raise the pH. Composts with a high lime content should be closely considered for pH requirements when formulating potting mixes.

Physical Properties

Percent Ash

54.0 Average ash content Ash is the non-organic fraction of a compost. Most composts contain approximately 50% ash (dry weight basis). Compost can be high in ash content for many reasons including: excess minerilzation(old compost), contamination with soil base material during turning, poor quality feedstock, and soil or mineral products added. Finding the source and reducing high ash content is often the fastest means to increasing nutrient quality of a compost.

Particle Size % > 6.3 MM (0.25")

2.4 May restrict use Large particles may restrict use for potting soils, golf course topdressings, seed-starter mixes, and where a fine size distribution is required. Composts with large particles can still be used as excellent additions to field soils, shrub mixes and mulches.

Particle Size Distribution

Each size fraction is measured by weight, volume and bulk density. These results are particularly relevent with decisions to screen or not, and if screening, which size screen to use. The bulk density indicates if the fraction screened is made of light weight organic material or heavy mineral material. Removing large mineral material can greatly improve compost quality by increasing nutrient and organic concentrations.

Appendix:

Plant Available Nitrogen (PAN) calculations:
PAN = (X * (organic N)) + ((NH4-N) + (NO3-N))
X value = If BAC < 2 then X = 0.1
If BAC =2.1 to 5 then X = 0.2
If BAC =5.1 to 10 then X = 0.3
If BAC > 10 then X = 0.4
Note: If C/N ratio > 15 additional N should be applied.

Estimated available nutrients for use when calculating application rates

	lbs/ton (As Rec'd)
Plant Available Nitrogen (PAN)	2.9
Ammonia (NH4-N)	0.22
Nitrate (NO3-N)	0.00
Available Phosphorus (P2O5*0.64)	3.2
Available Potassium (K2O)	11.3

PROPOSAL FORM 13
IMPLEMENTATION PLAN

City of Tustin Solid Waste Transition PLAN OF ACTION (POA) FORM 13

Program and Tasks	Agency Responsible	Weeks of Years 2018-2019																																								
		Aug	Aug	Sept	Sept	Sept	Sept	Oct	Oct	Oct	Oct	Oct	Nov	Nov	Nov	Nov	Dec	Dec	Dec	Dec	Jan	Jan	Jan	Jan	Jan	Feb	Feb	Feb	Feb	Mar	Mar	Mar	Mar	Apr	Apr	Apr	Apr	Apr	May	May	May	May
		21st	28th	4th	11th	18th	25th	2nd	9th	16th	23rd	30th	6th	13th	20th	28th	4th	11th	18th	25th	1st	8th	15th	22nd	29th	5th	12th	19th	26th	5th	12th	19th	26th	2nd	9th	16th	23rd	30th	7th	14th	21st	28th
Franchise Approval	City	X																																								
Developmental Start-Up																																										
Submission of One-time RFP Payment to City	CR&R		X																																							
Hire 2 Recycling Coordinators	CR&R			X																				X																		
CR&R Internal Departmental Meetings	CR&R		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
1. Asset Purchases																																										
Vehicles Ordered & Received	CR&R	X																											X													
New Residential Containers Ordered & Received	CR&R																				X								X													
New Commercial Bins Ordered and Received	CR&R																					X							X	X												
Decal Bins	CR&R																															X	X									
Establish Local Operating Procedures	CR&R				X	X	X																																			
2. Brochures and Outreach																																										
Announcement Letter	CR&R																							X	X																	
Residential Cart Selection Postcard	CR&R																				X																					
Letter from CR&R Outlining Rates and Services to Customers	City																							X	X																	
Newsletter for First Billing Prepared and Reviewed by City	CR&R														X										X	X																
Tustin Newsletter Article	City																																	X								
Develop Commercial Recycling Brochure	CR&R																				X	X																				
City Review and Approvals of Brochures	City																									X																
Mailer and Service Brochure sent to customers	CR&R																																X	X								
Multi-family Letter Outlining Programs	CR&R																							X	X																	
AB 341 & AB 1826 Non-Compliant Transition Letter Mailed	CR&R																									X													X	X	X	X
Community Workshops	CR&R																																		X	X	X	X	X	X	X	X
Compost Give-a-way Event	CR&R																																						X			
HHW Collection Event	CR&R																																									X
Chamber of Commerce Interaction	CR&R & City	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
3. Customer Information																																										
Route Sheets Reviewed and Revised	CR&R																									X				X				X								
Customer Data Base Updated with New Route #'s	CR&R							X																		X				X				X								
Confirm Services for City Events and Past Experiences/Needs	CR&R																																	X	X	X	X					
4. Start-Up																																										
Assess Temporary Bin Customers and provide Proposals	CR&R																													X	X	X	X	X	X	X	X	X	X	X	X	X
Establish Permits for HHW U-Waste Collections	CR&R																								X	X																
New Commercial Bin Delivered	CR&R																													X	X	X	X									
New Residential Carts Delivered	CR&R																															X	X									
Trouble Shoot and Cart Change outs	CR&R																																					X	X			
Commence Phase 1 Recycling Implementation	CR&R																																	X	X	X	X	X	X	X	X	X
In Field and In-office Extra Personnel	CR&R																																			X						
Commence Service	CR&R																																	X								

CITY OF TUSTIN
RFP PROCESS
QUESTION SET #2 TO CR&R

1. With regard to Proposal Form #9, will the increase in the number of light weight collection vehicles correspond with a decrease in the number of MSW collection vehicles? As the light weight trucks are phased in, what will be done with the FEL equipment that is redundant (surplus)?
2. With regard to Proposal Form #11, please expand on how you will execute the....“commit to submit our recommendation for a sustainable density-based or ‘pay as you throw’ system for MSW”? What steps does the company envision occurring and would this include a proposed rate decrease/increase?
3. On Proposal Form #18 there is a reference to the “Lakeview Composting Facility in San Jacinto” which is different than the location listed in Proposal Form #16, page 92. Please indicate the correct location for this facility?
4. Regarding the company’s response to Question #8 on Question Set #1, is the product being produced at the Lakeview Facility, for which the lab test results were provided, the same ‘product’ that is going to Scott’s and Kellog’s?
5. In reference to the product being produced at the Lakeview Facility, are the soil lab results submitted to the City the results from material produced at the Lakeview Facility?
6. RFP Section 3.1.3 on page 29 states “Proposers shall provide variable rates for different sized carts in Proposal Form 25.” The residential cart rates for MSW provided on Form 25 do not vary from cart size to cart size (see Section 1 – Residential, items 1e, 1f and 1g). Were the rates submitted intentionally non-variable for different sized carts?
7. Attachment B, Section 4.8 on page 59 requires provision of a sharps program. What is the company’s plan for a sharps program?
8. On Proposal Form #24 the company indicated its preferred processing method for residential food scraps is the CORe Facility or the Puente Hills MRF. Has the company used the Puente Hills facility in the past? Has the company found that the residential food scraps that are collected are acceptable for, and does not exceed the level of contamination required by Puente Hills?
9. On Proposal Form #8 there are 4 collection vehicles listed for commercial and multi-family single material recyclables and none for commercial and multi-family single stream recyclables. Are these 4 vehicles proposed to collect both commercial and multi-family single material and single-stream recyclables?
10. Also on Proposal Form #8 there is no collection vehicle listed for “commercial/multi-family co-collected yard trimmings and food scrap collection”. If the City directs implementation of this program what is the

company's plan for the number and type of vehicles(s) that would be provided?

11. On Proposal Form #8 there are 3 vehicles listed for the Recycling Coordinators. Is one of these for the City Liaison? Please clarify.
12. Proposal Form #14 states, "The Contractor will provide a detailed description of each diversion program that is identified in Attachment B, Scope of Work, Table 1. These descriptions shall be complete in all respects including details on collection, routing, materials handling, container usage, processing and assumptions on amounts of materials to be diverted……" The company has provided the other information requested on Proposal Form 14 for projected tons and percent diversion for each program, and on public education materials and use of the Recycling Coordinators. Please provide the detailed description of how the company plans to provide each of the diversion programs listed in Table 1 of Attachment B.

CR&R Response to City of Tustin RFP Process

Question Set #2

1. As listed in Proposal Form 9, CR&R will phase in light weight Front-end Loader (FEL) Commercial Recycle Collection Trucks; deploying two (2) light weight recycle trucks on April 1, 2019; an additional deployment of one (1) light weight recycle truck on April 1, 2020; and a final deployment of one (1) light weight truck on April 1, 2021. This will provide four (4) light weight commercial recycling FEL trucks for the collection of commercial and multi-family single material and single stream recyclables. Standard weight FEL vehicles being replaced by the light weight FEL vehicles will be utilized for the collection of materials in one of CR&R's other service areas in California, Arizona or Colorado. CR&R partners with more than 50 municipalities and several open market areas in the Southwest U.S. that will allow for the continued deployment and utilization of the replaced standard weight FEL assets.

2. CR&R has proposed using fork based scales on all commercial trucks from the beginning of the new agreement. We will be building a historical customer waste density record from the start, through the maturing of the waste diversion programs. We expect by 2022, coinciding with the first phase time period, all parties will better understand the impact the programs have had on the customer recycling habits. Based on the data CR&R would like to further discuss and have the option to negotiate if a pay as you throw rate model option is feasible and fair for all parties.

   Data Reporting Timeline:

   - April 1, 2019. Start commercial services using scale
   - Quarterly Reporting. Include average waste density data in quarterly reports to City for three years of data beginning with 2Q 2019 and coincide with Phase 1 timeline.
   - Review data at year over year intervals for trends in average customer density.
   - June 2022 review and discuss findings with City.

3. As noted in proposal Form 16, the Lakeview facility is located in Lakeview, California. This is the address noted in the CalRecycle Solid Waste Information System database. (ISWIS number 33-AA-0321 and 33-AA-0367).

4. Yes, the same product is sent both to Scott's and Kellogg's.

5. Yes, the lab results submitted to the City with Question Set 1 are from sample testing of finished material at Lakeview. This material is received directly from the AD facility and shipped to Lakeview for post drying process of approximately 7-10 days.

6. To keep it simple since other rate components were non-variable, CR&R provided a flat rate for MSW. CR&R has reviewed the MSW disposal rate component and is able to provide variable rate service for the City if desired. A revised Attachment D with updates to items 1e, 1f and 1g can be provided.

7. CR&R will provide a USPS-authorized sharps medical waste mail back system. Upon customer request, a sharps by mail package will be dropped off at the customer's home. The kit includes a puncture proof container with instructions on how to fill and return the container by mail. CR&R will send an annual postcard with information regarding the door to door sharps program to advise customers of availability. Information regarding the sharps program will be provided in the annual residential guide.

8. As noted in the agreement from Puente Hills, the contamination level for food waste is 5% of weight. A copy of the agreement was included as an attachment to CR&R's proposal.

9. Most of the current customers participating in source separated recycling programs generate single stream material. CR&R anticipates this trend will continue with program expansion and the majority of the material collected will be single stream. The four collection vehicles identified on proposal Form 8 will collect both single stream and single material recyclables.

10. The company will dispense the required amount of capacity (front loader) to service the assigned customers for each route type.

11. The three vehicles listed on Form 8 under the line item for recycling coordinators consist of two for the recycling coordinators and one for the City liaison position.

12. The table at the end of Proposal Form 14 showing the Diversion Program contains the information regarding the collection, routing, materials handling, container usage,

processing and anticipated tonnage. The initial tonnage is based on current collection trends and the anticipated tonnage has been calculated based on the number of programs needed to reach full implementation. If additional information is needed please provide clarification of the requirements.

CITY OF TUSTIN
RFP PROCESS
QUESTION SET #3 TO CR&R

1. The City is reviewing the lab results that were submitted in response to Question Set #1. To aid in the analysis of the samples, please clarify the composition of the sample(s) tested.
    a. Is it 100% non-composted digestate?
    b. Is it non-composted digestate mixed with other organic material (if mixed, please indicate mix of materials and their ratios?)
    c. Are the lab results of composted 100% digestate?
2. Were samples taken at Perris?
3. Were samples taken at a compost facility? If so please identify the facility.
4. Do all 3 samples represent testing of the material at the same stage of the composting (or any other “process”)?
5. If the material tested was non-composted digestate, or non-composted digestate mixed with other organic material(s), were all three samples similar in type of material(s)?

CR&R Response to City of Tustin RFP Process

Question Set #3

1. a) Yes, all samples provided were from 100% non-composted digestate after the post drying process at Lakeview. The drying process takes approximately 7-10 days.

   b) The non-composted digestate is not mixed with any other material. It is 100% from the AD plant.

   c) No, there is no need to compost the digestate material. The AD process is thermophyllic with temperatures at 130 degrees during processing. The digestate material directly produced from the AD process comes out meeting Title 14 regulations and can be sent directly to market.

2. The samples provided in question set one were taken at Lakeview.

3. Yes, samples provided were taken at Lakeview.

4. All three samples provided are from the same stage at different time intervals. Each was taken from Lakeview after the 7-10 drying process.

5. To clarify, samples are taken for three products produced directly from the AD facility all of which are non-composted digestate and not mixed with any other material. The three products all produced directly from the AD facility consist of solids, liquids, and dried solids. The products are not composted and lab tests confirm that additional composting or mixing is not necessary. CR&R has provided additional lab results for both the liquids and the solids that meet Title 14 compliance and organic as an attachment. CR&R is in the process of organic certification and expects to receive confirmation in the next 60 days. Sample identification codes on the lab reports indicates the origination of the samples.

ANALYTICAL CHEMISTS
and
BACTERIOLOGISTS
Approved by State of California

SOIL CONTROL LAB

42 HANGAR WAY
WATSONVILLE
CALIFORNIA
95076
USA

TEL: 831-724-5422
FAX: 831-724-3188
www.compostlab.com

Account #: 8070316-2/2-9496
Group: Jul18B #14
Reporting Date: July 30, 2018

CR&R Environmental Services
1706 Goetz Road
Perris, CA 92570
Attn: Eddie Espinoza

DIRECTLY FROM DIGESTER

Date Received: 11 Jul. 18
Sample Identification: AD- Liquid Soil Amendment
Sample ID #: 8070316 - 2/2

Nutrients	Dry wt.	As Rcvd.	units
Total Nitrogen:	1.8	0.35	%
Ammonia (NH_4-N):	2700	530	mg/kg
Nitrate (NO_3-N):	3.3	0.65	mg/kg
Org. Nitrogen (Org.-N):	1.5	0.30	%
Phosphorus (as P_2O_5):	0.89	0.17	%
Phosphorus (P):	3900	770	mg/kg
Potassium (as K_2O):	2.1	0.42	%
Potassium (K):	18000	3500	mg/kg
Calcium (Ca):	2.7	0.54	%
Magnesium (Mg):	0.79	0.16	%
Sulfate (SO_4-S):	20	4.0	mg/kg
Boron (Total B):	36	7.1	mg/kg
Total Solids:	0	19.7	%
Sodium (Na):	0.33	0.065	%
Chloride (Cl):	0.81	0.16	%
pH Value:	NA	8.07**	unit
Bulk Density :	13	67	lb/cu ft
Carbonates ($CaCO_3$):	36	7.1	lb/ton
Conductivity (EC):	NA	15**	mmhos/cm
Organic Matter:	43.6	8.6	%
Organic Carbon:	20.0	3.9	%
Ash:	56.4	11.1	%
C/N Ratio	11	11	ratio
AgIndex	4	4	ratio

Stability Indicator:		Biologically
CO2 Evolution	Respirometery	Available C
mg CO_2-C/g OM/day	5.3	6.8
mg CO_2-C/g TS/day	2.3	3.0
Stability Rating	*moderately unstable*	*moderately unstable*

Maturity Indicator: Cucumber Bioassay

	Day 10	Day 17
Compost:Vermiculite(v:v)	1:3***	1:3***
Emergence (%)	80	100
Seedling Vigor (%)	48	57
Description of Plants	*stunted*	*stunted*

Pathogens****	Results	Units	Rating
Fecal Coliform	< 7.5	MPN/g	*pass*
Salmonella	< 3	MPN/4g	*pass*

Physical Contaminants	% by weight
Hard Plastic	< 0.1
Film Plastic	< 0.1
Glass	< 0.1
Metal	< 0.1
Sharps	ND
Total	< 0.5

Metals	Dry wt.	EPA Limit	units
Aluminum (Al):	13000	-	mg/kg
Arsenic (As):	3.7	41	mg/kg
Cadmium (Cd):	1.3	39	mg/kg
Chromium (Cr):	24	1200	mg/kg
Cobalt (Co)	7.1	-	mg/kg
Copper (Cu):	52	1500	mg/kg
Iron (Fe):	17000	-	mg/kg
Lead (Pb):	60	300	mg/kg
Manganese (Mn):	370	-	mg/kg
Mercury (Hg):	< 1.0	17	mg/kg
Molybdenum (Mo):	3.3	75	mg/kg
Nickel (Ni):	14	420	mg/kg
Selenium (Se):	< 1.0	36	mg/kg
Zinc (Zn):	250	2800	mg/kg

Size Distribution

MM	% by weight
> 50	0.0
25 to 50	0.0
16 to 25	0.0
9.5 to 16	0.0
6.3 to 9.5	0.0
4.0 to 6.3	0.0
2.0 to 4.0	0.0
< 2.0	100.0

**Direct measurement, no dilution.
***250ml 4x diluted sample:750ml dry vermiculite.
****Date Tested: 11 Jul. 18

Analyst: Assaf Sadeh

*Sample was received and handled in accordance with TMECC procedures.

ANALYTICAL CHEMISTS
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Account #: 8070316-1/2-9496
Group: Jul18B #13
Reporting Date: July 30, 2018

CR&R Environmental Services
1706 Goetz Road
Perris, CA 92570
Attn: Eddie Espinoza

Date Received: 11 Jul. 18
Sample Identification: AD- Solid Soil Amendment
Sample ID #: 8070316 - 1/2

DIRECTLY FROM DIGESTER

Nutrients	Dry wt.	As Rcvd.	units
Total Nitrogen:	0.88	0.38	%
Ammonia (NH_4-N):	830	360	mg/kg
Nitrate (NO_3-N):	1.2	0.53	mg/kg
Org. Nitrogen (Org.-N):	0.80	0.34	%
Phosphorus (as P_2O_5):	0.30	0.13	%
Phosphorus (P):	1300	560	mg/kg
Potassium (as K_2O):	0.81	0.35	%
Potassium (K):	6700	2900	mg/kg
Calcium (Ca):	1.4	0.61	%
Magnesium (Mg):	0.30	0.13	%
Sulfate (SO_4-S):	18	7.9	mg/kg
Boron (Total B):	29	12	mg/kg
Moisture:	0	57.2	%
Sodium (Na):	0.13	0.055	%
Chloride (Cl):	0.26	0.11	%
pH Value:	NA	8.87	unit
Bulk Density :	18	41	lb/cu ft
Carbonates ($CaCO_3$):	30	13	lb/ton
Conductivity (EC5):	3.6	NA	mmhos/cm
Organic Matter:	50.3	21.5	%
Organic Carbon:	30.0	13.0	%
Ash:	49.7	21.3	%
C/N Ratio	34	34	ratio
AgIndex	5	5	ratio

Stability Indicator:		Biologically
CO2 Evolution	Respirometery	Available C
mg CO_2-C/g OM/day	4.5	5.2
mg CO_2-C/g TS/day	2.3	2.6
Stability Rating	*moderately unstable*	*moderately unstable*

Maturity Indicator: Cucumber Bioassay

Compost:Vermiculite (v:v)	1:2
Emergence (%)	87
Seedling Vigor (%)	102
Description of Plants	*healthy*

Pathogens	Results	Units	Rating
Fecal Coliform	< 7.5	MPN/g	*pass*
Salmonella	< 3	MPN/4g	*pass*

Date Tested: 11 Jul. 18

Physical Contaminants**	% by weight
Hard Plastic	0.20
Film Plastic	0.11
Glass	< 0.1
Metal	< 0.1
Sharps	ND
Total	< 0.5

Metals	Dry wt.	EPA Limit	units
Alumnium (Al)	4400	-	mg/kg
Arsenic (As):	2.4	41	mg/kg
Cadmium (Cd):	< 1.0	39	mg/kg
Chromium (Cr):	17	1200	mg/kg
Cobalt (Co)	2.7	-	mg/kg
Copper (Cu):	19	1500	mg/kg
Iron (Fe):	6800	-	mg/kg
Lead (Pb):	22	300	mg/kg
Manganese (Mn):	140	-	mg/kg
Mercury (Hg):	< 1.0	17	mg/kg
Molybdenum (Mo):	1.8	18	mg/kg
Nickel (Ni):	6.9	420	mg/kg
Selenium (Se):	< 1.0	36	mg/kg
Zinc (Zn):	91	2800	mg/kg

Size Distribution

MM	% by weight
> 50	0.0
25 to 50	0.0
16 to 25	12.6
9.5 to 16	24.1
6.3 to 9.5	14.4
4.0 to 6.3	15.2
2.0 to 4.0	14.7
< 2.0	19.0

**Greater than 4mm in size (Sharps greater than 2mm)

Analyst: Assaf Sadeh

*Sample was received and handled in accordance with TMECC procedures.

ANALYTICAL CHEMISTS
and
BACTERIOLOGISTS
Approved by State of California

SOIL CONTROL LAB

42 HANGAR WAY
WATSONVILLE
CALIFORNIA
95076
USA

TEL: 831-724-5422
FAX: 831-724-3188
www.compostlab.com

Account #: 8070369-1/1-9496
Group: Jul18B #23
Reporting Date: July 26, 2018

CR&R Environmental Services
1706 Goetz Road
Perris, CA 92570
Attn: Eddie Espinoza

7-10 DAYS DRYING @ LAKEVIEW

Date Received: 12 Jul. 18
Sample Identification: CR&R-LV-GRC 20180711
Sample ID #: 8070369 - 1/1

Nutrients	Dry wt.	As Rcvd.	units
Total Nitrogen:	1.2	0.75	%
Ammonia (NH_4-N):	350	210	mg/kg
Nitrate (NO_3-N):	3.2	1.9	mg/kg
Org. Nitrogen (Org.-N):	1.2	0.72	%
Phosphorus (as P_2O_5):	0.56	0.34	%
Phosphorus (P):	2500	1500	mg/kg
Potassium (as K_2O):	1.2	0.71	%
Potassium (K):	9900	5900	mg/kg
Calcium (Ca):	2.3	1.4	%
Magnesium (Mg):	0.55	0.33	%
Sulfate (SO_4-S):	81	49	mg/kg
Boron (Total B):	37	22	mg/kg
Moisture:	0	39.8	%
Sodium (Na):	0.18	0.11	%
Chloride (Cl):	0.34	0.21	%
pH Value:	NA	8.72	unit
Bulk Density :	21	34	lb/cu ft
Carbonates ($CaCO_3$):	35	21	lb/ton
Conductivity (EC5):	3.4	NA	mmhos/cm
Organic Matter:	43.3	26.1	%
Organic Carbon:	23.0	14.0	%
Ash:	56.7	34.1	%
C/N Ratio	19	19	ratio
AgIndex	6	6	ratio

Stability Indicator:		Biologically
CO2 Evolution	Respirometery	Available C
mg CO_2-C/g OM/day	3.1	3.1
mg CO_2-C/g TS/day	1.4	1.4
Stability Rating	*stable*	*stable*

Maturity Indicator: Cucumber Bioassay

Compost:Vermiculite (v:v)	1:2
Emergence (%)	93
Seedling Vigor (%)	109
Description of Plants	*healthy*

Pathogens	Results	Units	Rating
Fecal Coliform	< 7.5	MPN/g	*pass*
Salmonella	< 3	MPN/4g	*pass*

Date Tested: 12 Jul. 18

Physical Contaminants**	% by weight
Hard Plastic	< 0.1
Film Plastic	< 0.1
Glass	< 0.1
Metal	< 0.1
Sharps	ND
Total	< 0.5

Metals	Dry wt.	EPA Limit	units
Alumnium (Al)	8300	-	mg/kg
Arsenic (As):	2.7	41	mg/kg
Cadmium (Cd):	0.91	39	mg/kg
Chromium (Cr):	20	1200	mg/kg
Cobalt (Co)	5.0	-	mg/kg
Copper (Cu):	56	1500	mg/kg
Iron (Fe):	12000	-	mg/kg
Lead (Pb):	31	300	mg/kg
Manganese (Mn):	250	-	mg/kg
Mercury (Hg):	< 1.0	17	mg/kg
Molybdenum (Mo):	2.1	18	mg/kg
Nickel (Ni):	11	420	mg/kg
Selenium (Se):	< 1.0	36	mg/kg
Zinc (Zn):	150	2800	mg/kg

Size Distribution

MM	% by weight
> 50	0.0
25 to 50	0.0
16 to 25	0.0
9.5 to 16	0.0
6.3 to 9.5	2.2
4.0 to 6.3	9.6
2.0 to 4.0	17.3
< 2.0	70.9

**Greater than 4mm in size (Sharps greater than 2mm)

Analyst: Assaf Sadeh

*Sample was received and handled in accordance with TMECC procedures.

PRESENTATION FOR THE

CITY OF TUSTIN

AUGUST 17, 2018

CR&R INCORPORATED
environmental services
the face of a greener generation

INTRODUCTIONS

- Dean Ruffridge
- Michael Silva
- Royden Fujimori
- Chrystal Denning
- Christina Ochoa
- Maria Lazaruk

OVERVIEW

- Local, family-owned and operated for over 50 years
- 52 Exclusive municipal contracts serving over 2.5 million customers
- Knowledge and Experience - Tustin's current service provider for over 11 years
- Leader in technology
- Commitment to Diversion - All CR&R cities in full compliance with CalRecycle
- Zero Exceptions - 100% compliance with contract deliverables

Headquartered in Orange County

PLANET SAVING INFRASTRUCTURE

More than 300 acres dedicated to recycling all located in Southern California

Western Ave Clean MRF	CRT Material Recovery
• Source separated and single material processing	• C&D Mixed Waste Processing

INFRASTRUCTURE CONTINUED

South Orange County Facilities

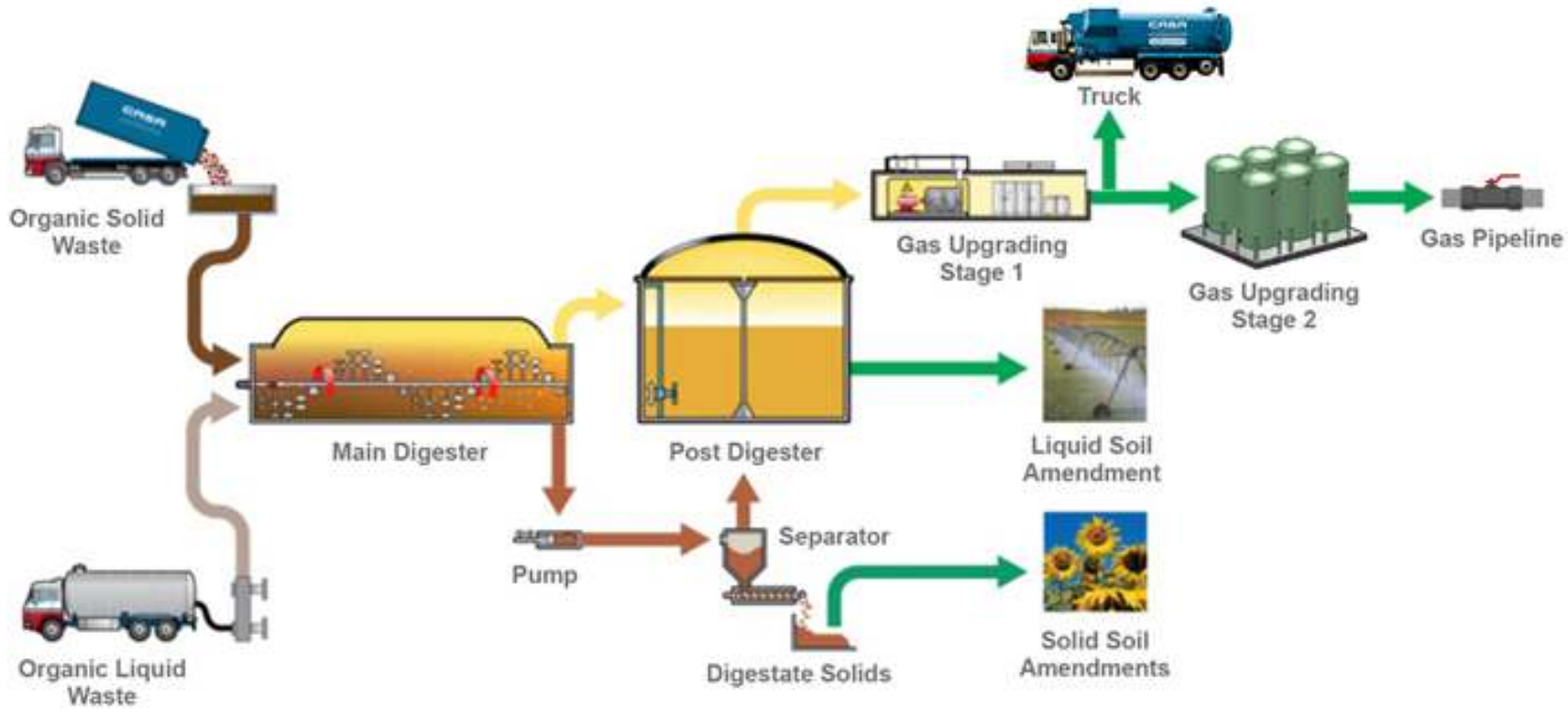
San Juan Facility	Rancho Mission Viejo Composting
• C&D Mixed Waste Processing	• Organics processing • Product shipment

INFRASTRUCTURE CONTINUED

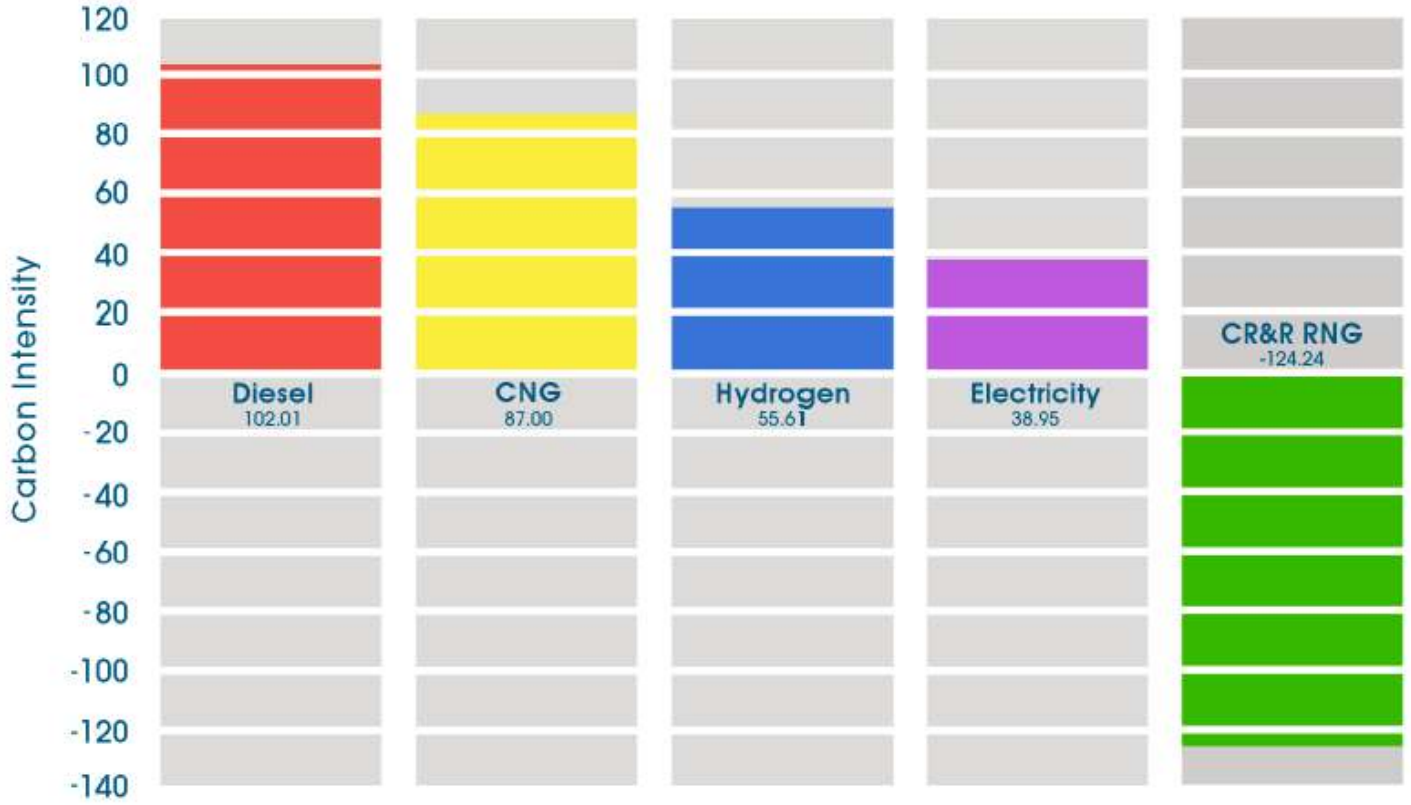
Riverside County Facilities

Perris AD Facility	Lakeview Composting
• Organics processing	• Organics processing • Product Shipment

ANAEROBIC DIGESTION – FLOW CHART

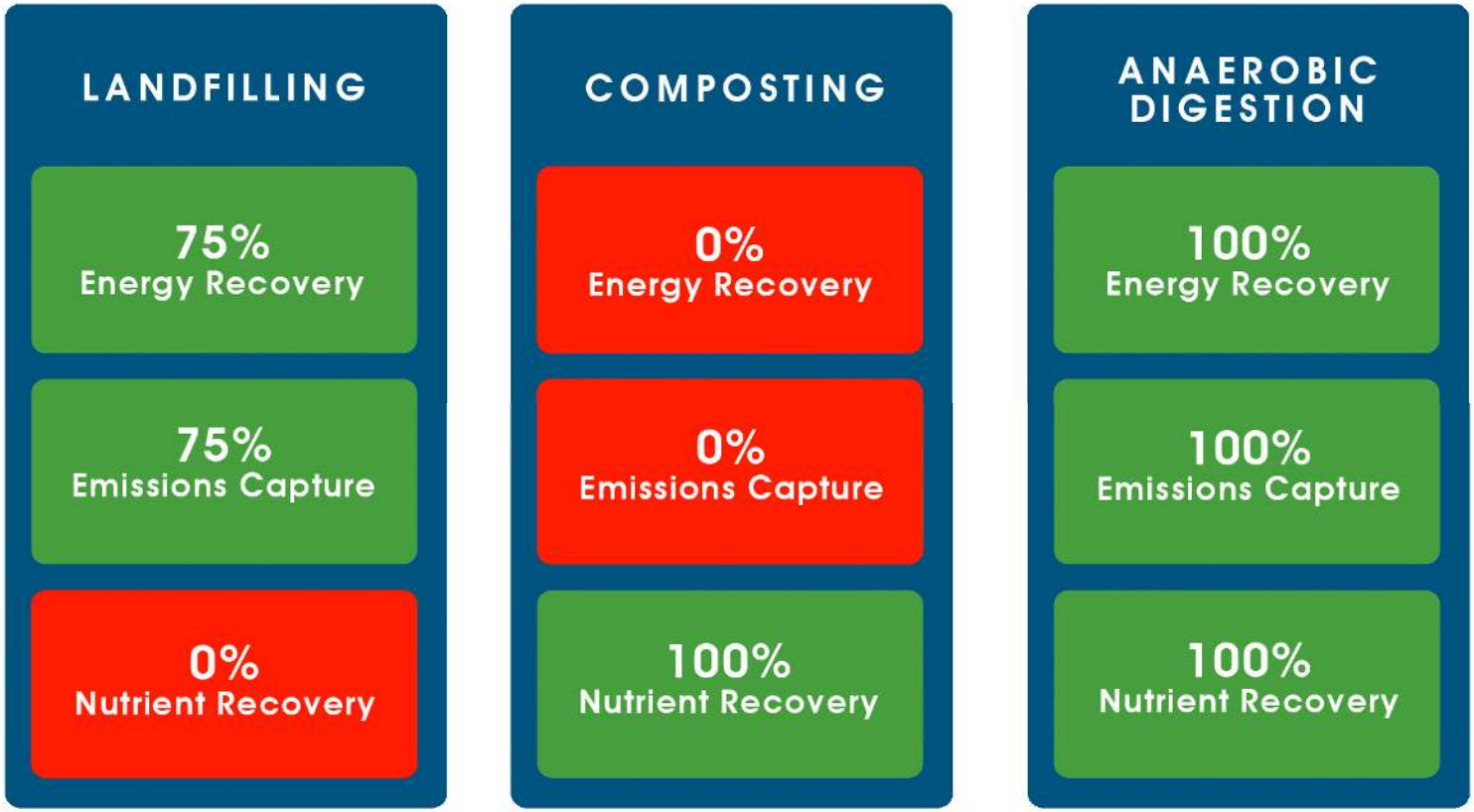


CARBON INTENSITY



* Amount of carbon emitted per unit of energy consumed (California Air Resources Board)

ORGANICS MANAGEMENT OPTIONS



CR&R INCORPORATED
environmental services

the face of a greener generation

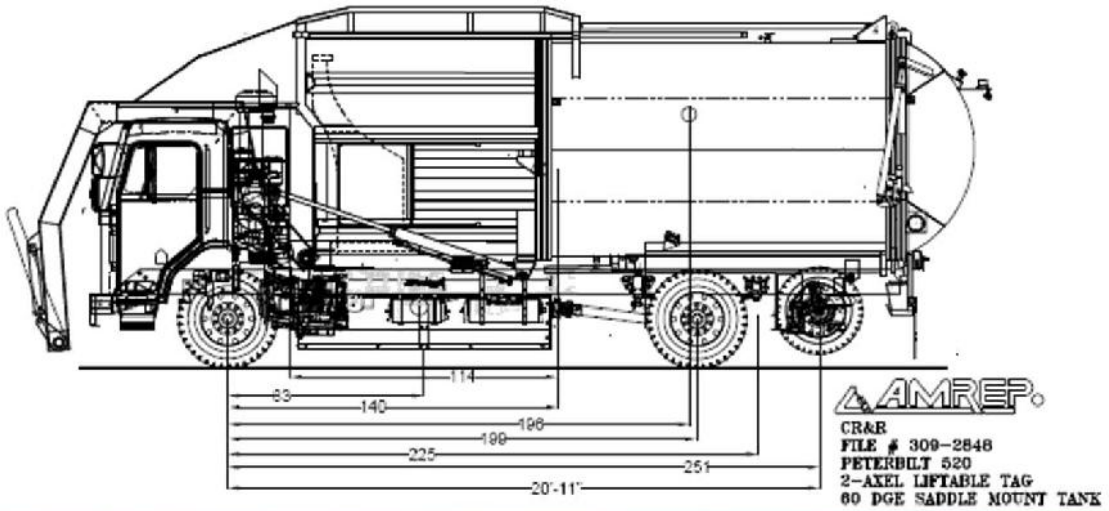
LEADER IN TECHNOLOGY

- Leader in development of progressive and innovative solutions
  - Automated 3-cart system, Bio-filter
  - Solid waste processing
  - Anaerobic Digestion Processing
  - SMART truck concept
- Next phase of technology…
  - On-board, in-cab technology
  - GoFleet – telematics
  - RouteSmart – dynamic routing
  - Smart containers, on-board scales
- Benefits for Tustin

CR&R in-cab technology

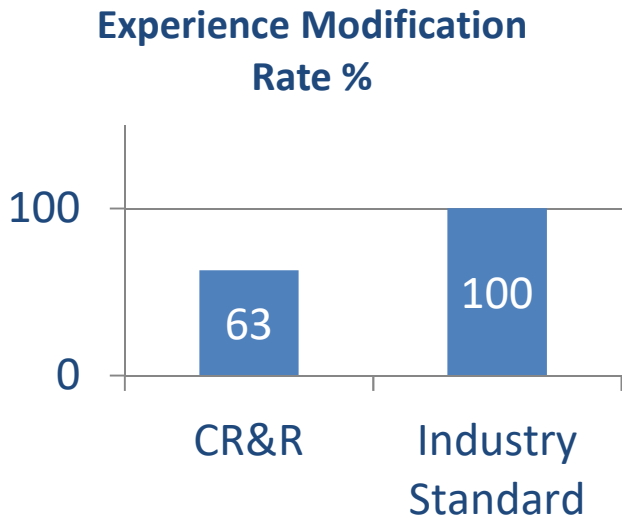
LIGHT WEIGHT TRUCKS

- Innovative fleet solutions for recycling program delivery
- 2.5 tons lighter than standard collection vehicle
- Reduced road repair and maintenance
- $40,000 in savings to rate payers per vehicle



COMMITMENT TO SAFETY

- Comprehensive driver training and orientation program
- Daily safety tailgate meetings
- Safety recognition and incentive programs
- Monthly company-wide review attended by executive team
- S.M.A.R.T – Surveillance, Monitoring, Auditing, Recording, and Tracking



COMMITMENT TO CUSTOMER SERVICE

- Local Orange County call center
  - Average 10 second hold time
- Frontline employees engaged in exceptional customer care
  - Drivers
  - Customer service team members
- Continual Education and Reinforcement
  - Dedicated training center, coaching, mentoring
- System integration focused on seamless service delivery
  - Relationship management system (CRM)
  - Coordination with operations
- A culture based on customer satisfaction

PLAN OF ACTION
THE NEXT PHASE IN ENHANCED PROGRAMS

CR&R INCORPORATED environmental services

DIVERSION

- **ALL Source Separation**
- Co-collected or source separated FW & YT
- Cart audits – trash, recycle, organics
- Cleaner recyclables
- Higher diversion of residential stream

OUTREACH

- Continuous outreach, channels:
  - Door to door, public forums, social media
- City Liaison and 2 dedicated coordinators
- Phase 1 – “Boots on the ground” community based approach
- Phase 2 – Contamination reduction

TECHNOLOGY

- Development of cloud based data management
- Smart bin technology – 3 phase approach
- Dynamic routing

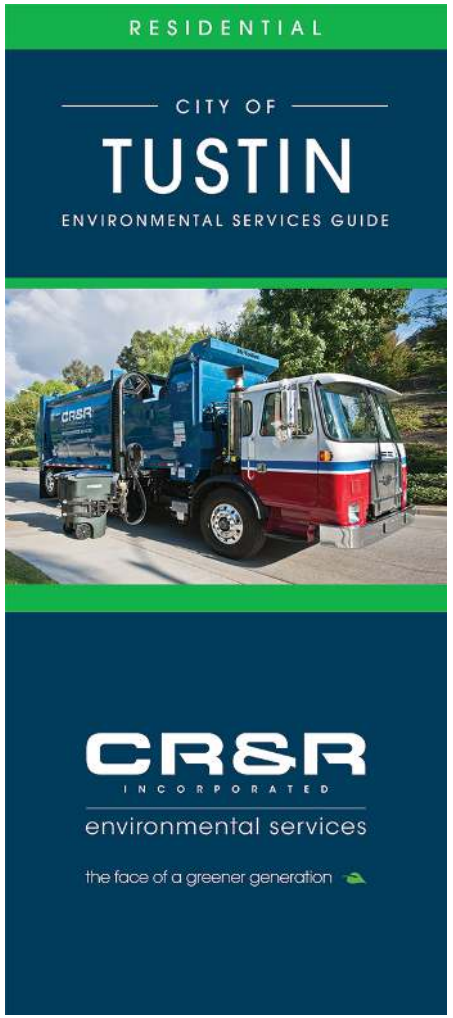
SERVICE

- Bulk pickups increased to 4x per year
- 2 HHW collection events
- Sharps collection
- Light weight vehicles

CITY HALL

COMMITMENT TO OUTREACH

- Build community support and sustain program participation through a multitude of messaging platforms
- Tailored programs to accommodate your needs
- Toolkit of various outreach components to ensure a smooth transition
  - Letters to non-compliant customers ahead of start date
  - Welcome letter, resource guides, newsletters, inserts
  - Advertisements, presentations, community workshops
  - Website
- Multi-lingual materials
- Dedicated Recycling Coordinators
- Full regulatory compliance
  - AB 341, AB 1826, AB 1594, SB 1383



COMMUNITY PARTNER

Tustin Chamber Business of the Year Recipient 2009 and 2017

COMMUNITY PARTNER

August 2, 2018

Dear Maria & Friends at CR&R,

Thanks to your hard work and dedication, the dining hall at the Village of Hope looks incredible! This renovation was much needed and long overdue, and CR&R has gone above and beyond to make this project a success. This area of the VOH is vitally important – it is where homeless men, women, and children enjoy their first warm meal after leaving the streets. Thank you so much for everything you and your team have done to make this project smooth and successful! I have attached some progress photos so you can see for yourself how great it has turned out so far!

Blessings,

Jim

IMPLEMENTATION

A History of Providing Seamless Transitions

- Team already in place and ready to start day one
  - Drivers, customer service
  - Extensive knowledge of Tustin
- Successfully implemented service transitions
  - Over 15 jurisdictions in 12 years
- Best management practices
- Equipment delivery – in house
  - New carts, bins, trucks
- Supported by public education and outreach
- Schedule - Plan of Action (POA)

QUALIFIED LOCAL COMPANY

- Extensive experience with integrated waste and recycling services
- Local, streamlined and effective decision making structure
- Leader in innovation and technology
- Exceptional transition and implementation success
- Support of the Tustin community and continued community engagement
- CR&R would like the opportunity to continue as Tustin's service provider under the new recycling contract

CR&R INCORPORATED

environmental services

the face of a greener generation

CR&R provides the most cost effective, environmentally intelligent, and sustainable waste management solutions available

SWIS Facility Detail

CR&R Sage Ranch Research Compost Fac. (33-AA-0369)

CalRecycle Contact: Megan Emslander (916) 341-6363

Identification

Location

CR&R Sage Ranch Research Compost Fac.
41801 E. Benton Road Hemet , CA 97544

Latitude

33.5834

Longitude

-116.93096

GIS Confidence

GPS

US EPA FRS ID

--

Local Enforcement Agency (LEA)

County of Riverside -- Department of Environmental Health (All Written Correspondence)
P.O. Box 7600, Room 104
Riverside, CA 92513-7600
(P) 951-955-8980 (F)

Operator/Business Owner

CR&R, Incorporated Dean Ruffridge
11292 Western Avenue
Stanton, CA 90680
(P) (714) 826-9049 (F) (714) 890-6347

Land Owner(s)

CR&R, Incorporated Dean Ruffridge
11292 Western Avenue
Stanton, CA 90680
(P) (714) 826-9049 (F) (714) 890-6347

Other Information

Surrounding Land Use

--

Permit Detail

Current - Permit or EA Notification **Issue Date August 03, 2018 Type: Notification**

--

Unit Specifications

Data Dictionary

Unit: 01 / Composting Operation (Research)

Activity
Composting Operation (Research)

Classification
Solid Waste Operation

Category
Composting

Regulatory Status
Notification

Operational Status
Planned

Operational Type
Not Available

Ceased Op Date
Not Available

Closure Type
Not Available

Inspection Frequency
Quarterly

Waste Type
Food Wastes, Green Materials

Back

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CalRecycle

LAKEVIEW HAS TWO PERMITS 1 E.A.

LEA Central: Legislation and Regulations

Tiered Regulatory Placement

Excluded	EA Notification	Registration	Standardized	Full
Compostable materials: Agricultural material derived from an agricultural site and returned to the same site or agricultural site owned or leased by the owner, parent, or subsidiary (≤ 1,000 yd^3 given away or sold annually)	Agricultural Material Composting Operations (all)			Composting Facilities (all) (Any material other than green material
Compostable materials: Vermicomposting (Note: The handling of compostable materials prior to and after its use as a growth medium is not excluded)	Green Material Composting Operations (≤ 12,500 yd^3)			Green Material Composting Facilities (> 12,500 yd^3)
Compostable materials: Mushroom farming (Note: The handling of compostable materials prior to and after its use as a growth medium is not excluded)		Vegetative Food Material Composting Facilities (≤ 12,500 yd^3)		Vegetative Food Material Composting Facilities (> 12,500 yd^3)
Compostable materials: Green material, agricultural material, food material, and vegetative food material feedstock and compost, alone or in combination, on-site at any one time (≤ 100 yd^3 and ≤ 750 ft^2)	Research Composting Operations (≤ 5,000 yd^3) (Within-vessel > 5,000 yd^3 with EA approval)			
Compostable materials: (A) An activity, located at a facility with a tiered or full permit and a Report of Facility Information that identifies and describes the activity, which will use the material on-site, or (B) Temporary storage of biosolids sludge at a Publicly Owned Treatment Works, or (C) An activity located at the site of biomass conversion and is used for biomass conversion, or (D) Silvicultural operation or wood, paper, or wood product manufacturing operation, or (E) Temporary storage or processing of agricultural material not used in the production of compost or mulch, or (F) Chipping and grinding of materials derived from and applied to land owned or leased by the owner, parent, or subsidiary, or (G) Chipping and grinding of agricultural material produced on lands owned or leased by the owner, parent, or subsidiary for use in biomass conversion, or (H) Licensed animal food manufacturing or licensed rendering operation, or (I) Storage of yard trimmings at a publicly	Biosolids Composting Operations at POTWs (all)			

CalRecycle

LEA Central: Legislation and Regulations

Tiered Regulatory Placement

Excluded	EA Notification	Registration	Standardized	Full
Compostable materials: Agricultural material derived from an agricultural site and returned to the same site or agricultural site owned or leased by the owner, parent, or subsidiary (≤ 1,000 yd^3 given away or sold annually)	Agricultural Material Composting Operations (all)			Composting Facilities (all) (Any material other than green material
Compostable materials: Vermicomposting (Note: The handling of compostable materials prior to and after its use as a growth medium is not excluded)	Green Material Composting Operations (≤ 12,500 yd^3)			Green Material Composting Facilities (> 12,500 yd^3)
Compostable materials: Mushroom farming (Note: The handling of compostable materials prior to and after its use as a growth medium is not excluded)		Vegetative Food Material Composting Facilities (≤ 12,500 yd^3)		Vegetative Food Material Composting Facilities (> 12,500 yd^3)
Compostable materials: Green material, agricultural material, food material, and vegetative food material feedstock and compost, alone or in combination, on-site at any one time (≤ 100 yd^3 and ≤ 750 ft^2)	Research Composting Operations (≤ 5,000 yd^3) (Within-vessel > 5,000 yd^3 with EA approval)			
Compostable materials: (A) An activity, located at a facility with a tiered or full permit and a Report of Facility Information that identifies and describes the activity, which will use the material on-site, or (B) Temporary storage of biosolids sludge at a Publicly Owned Treatment Works, or (C) An activity located at the site of biomass conversion and is used for biomass conversion, or (D) Silvicultural operation or wood, paper, or wood product manufacturing operation, or (E) Temporary storage or processing of agricultural material not used in the production of compost or mulch, or (F) Chipping and grinding of materials derived from and applied to land owned or leased by the owner, parent, or subsidiary, or (G) Chipping and grinding of agricultural material produced on lands owned or leased by the owner, parent, or subsidiary for use in biomass conversion, or (H) Licensed animal food manufacturing or licensed rendering operation, or (I) Storage of yard trimmings at a publicly	Biosolids Composting Operations at POTWs (all)			

SWIS Facility Detail

CR & R Lakeview (33-AA-0321)

CalRecycle Contact: Megan Emslander (916) 341-6363

Identification

Location
CR & R Lakeview
Southerly of Bridge St. Lakeview , CA 92555

Latitude
33.83129

Longitude
-117.04311

GIS Confidence
Map

US EPA FRS ID
--

Local Enforcement Agency (LEA)

County of Riverside -- Department of Environmental Health (All Written Correspondence)
P.O. Box 7600, Room 104
Riverside, CA 92513-7600
(P) 951-955-8980 (F)

Operator/Business Owner

CR & R Incorporated Ralph Megna
1706 Goetz Rd.
Perris, CA 92570
(P) (951) 943-1991 (F)

Land Owner(s)

Lakeview Property LLC 11292 Western Ave.
Stanton, CA 90680
(P) (714) 826-9049 (F)

Other Information

Surrounding Land Use
Agricultural

Permit Detail
Current - Permit or EA Notification **Issue Date August 31, 2010 Type: Notification**
--

Unit Specifications

Data Dictionary

Unit: 01 / Composting Operation (Green Waste)

Activity
Composting Operation (Green Waste)

Classification
Solid Waste Operation

Category
Composting

Regulatory Status
Notification

Operational Status
Active

Operational Type
Not Available

Ceased Op Date
Not Available

Closure Type
Not Available

Inspection Frequency
Quarterly

Max. Permitted Throughput
15 Tons/day

Max. Permitted Capacity
4,000 Tons/year

Total Acreage
10.0000 Acres

Waste Type
Green Materials

Back

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SWIS Facility Detail

CR&R Lakeview Research Composting (33-AA-0367)

CalRecycle Contact: Megan Emslander (916) 341-6363

Identification

Location

CR&R Lakeview Research Composting

Southerly of Bridge St. Lakeview , CA 92555

Latitude

33.84824

Longitude

-117.05584

GIS Confidence

Map

US EPA FRS ID

--

Local Enforcement Agency (LEA)

County of Riverside -- Department of Environmental Health (All Written Correspondence)
P.O. Box 7600, Room 104
Riverside, CA 92513-7600
(P) 951-955-8980 (F)

Operator/Business Owner

CR&R Incorporated 1706 Goetz Rd.
Perris, CA 92570
(P) (951) 943-1991 (F)

Land Owner(s)

Lakeview Property LLC 11292 Western Ave.
Stanton, CA 90680
(P) (714) 826-9049 (F)

Other Information

Surrounding Land Use

--

Permit Detail

Current - Permit or EA Notification **Issue Date June 30, 2017 Type: Notification**

--

Unit Specifications

Data Dictionary

Unit: 01 / Composting Operation (Research)

Activity
Composting Operation (Research)

Classification
Solid Waste Operation

Category
Composting

Regulatory Status
Notification

Operational Status
Active

Operational Type
Not Available

Ceased Op Date
Not Available

Closure Type
Not Available

Inspection Frequency
Quarterly

Max. Permitted Throughput
5,000 Cubic Yards

Max. Permitted Capacity
0 0

Total Acreage
10.0000 Acres

Waste Type
Digestate

Back

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ATTACHMENT Z

Guaranty

THIS GUARANTY (the "Guaranty") is given as of the ____ day of _____, 2017, by _____ (hereafter "Guarantor"), to the CITY OF TUSTIN, a public agency (hereafter "the City").

THIS GUARANTY is made with reference to the following facts and circumstances:

A. _____ is a corporation organized under the laws of the State of _____ ("Contractor"). Guarantor is a _____.

B. The City contemplates entering into a "Contract for the Collection, Transportation, Processing and Diversion of Recyclable Materials, Food Scraps, Yard Trimmings, Wood, Construction and Demolition Debris and Other Materials and for the Collection, Transportation and Disposal of Municipal Solid Waste " ("Agreement") under which Contractor is to provide specified services to the City, its residents and businesses. A copy of this Agreement is attached hereto and incorporated herein by this reference.

C. It is a requirement of the Agreement, and a condition to the City's 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. In the event that 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 the Contractor. 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 Are 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.

3. Waivers. The Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Contractor; (2) any amendment, modification or waiver of any provision of the Agreement; (3) 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; (4) any waiver, extension, release or modification 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 (5) any merger or consolidation of the Contractor with any other corporation, or any sale, lease or transfer of any or all the assets of the Contractor. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code Section 2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code Sections 2845, 2849 and 2850, 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 the 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. Guarantor agrees that 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 Guarantee.

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 to the Guarantor, the time for Contractor's performance of or compliance with any of its obligations under the Agreement is extended, or such performance or compliance is waived; (b) the Agreement is modified or amended in any respect; (c) any other 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 (d) 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 in the event that 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 by Contractor, 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 by City. 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 by City 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 by City 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 to pay actual attorney's fees and all other 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; Jurisdiction. 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 action brought by the City to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following person as its agent for service of process in California:

_____ (Name)

_____(Address, City, State, Zip)

8. **Severability**. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity shall have no 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.

10. **Authority**. Guarantor represents and warrants that it has the corporate power and authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Articles of Incorporation and By-Laws, and that the person(s) signing this Guaranty on its behalf has the authority to do so. [*For personal guaranty by owner omit this Section 10.]*

11. **Subordination**. Any claims Guarantor may have against Contractor are hereby subordinated to any and all claims of the City against Contractor until such time as the obligations of Contractor to the City are fully satisfied and discharged.

12. **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: City of Tustin
Attention: City Manager
300 Centennial Way
Tustin, California 92780

With a copy to the City Attorney at the same address.

To Guarantor: Name
Street Address
City, State, Zip Code

The parties may change the address to which notice is to be sent by giving the other party notice of the change as provided in this Section.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty on the day and year first above written.

_____

By: _____

Name: _____

Title: _____

Guaranty

By: _____

Name: _____

Title: _____

Minimum Required Duties of Two (2) Recycling Coordinators

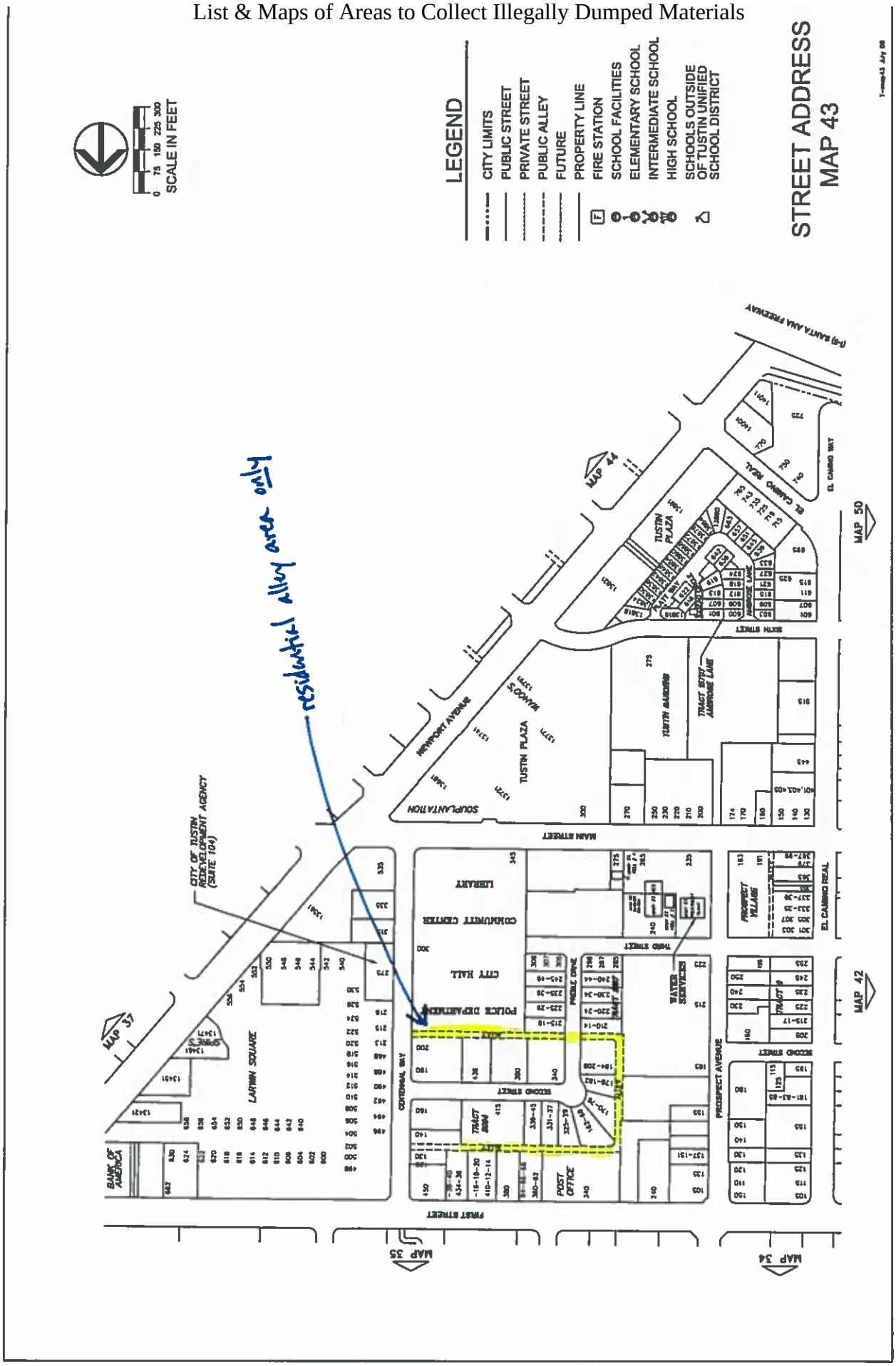
The Recycling Coordinator positions will provide waste reduction and recycling technical assistance to businesses and multi-family properties, support waste characterization projects, and perform quantitative analyses. They will have the experience to understand that successful diversion program implementation requires diplomacy, tact, and perseverance.

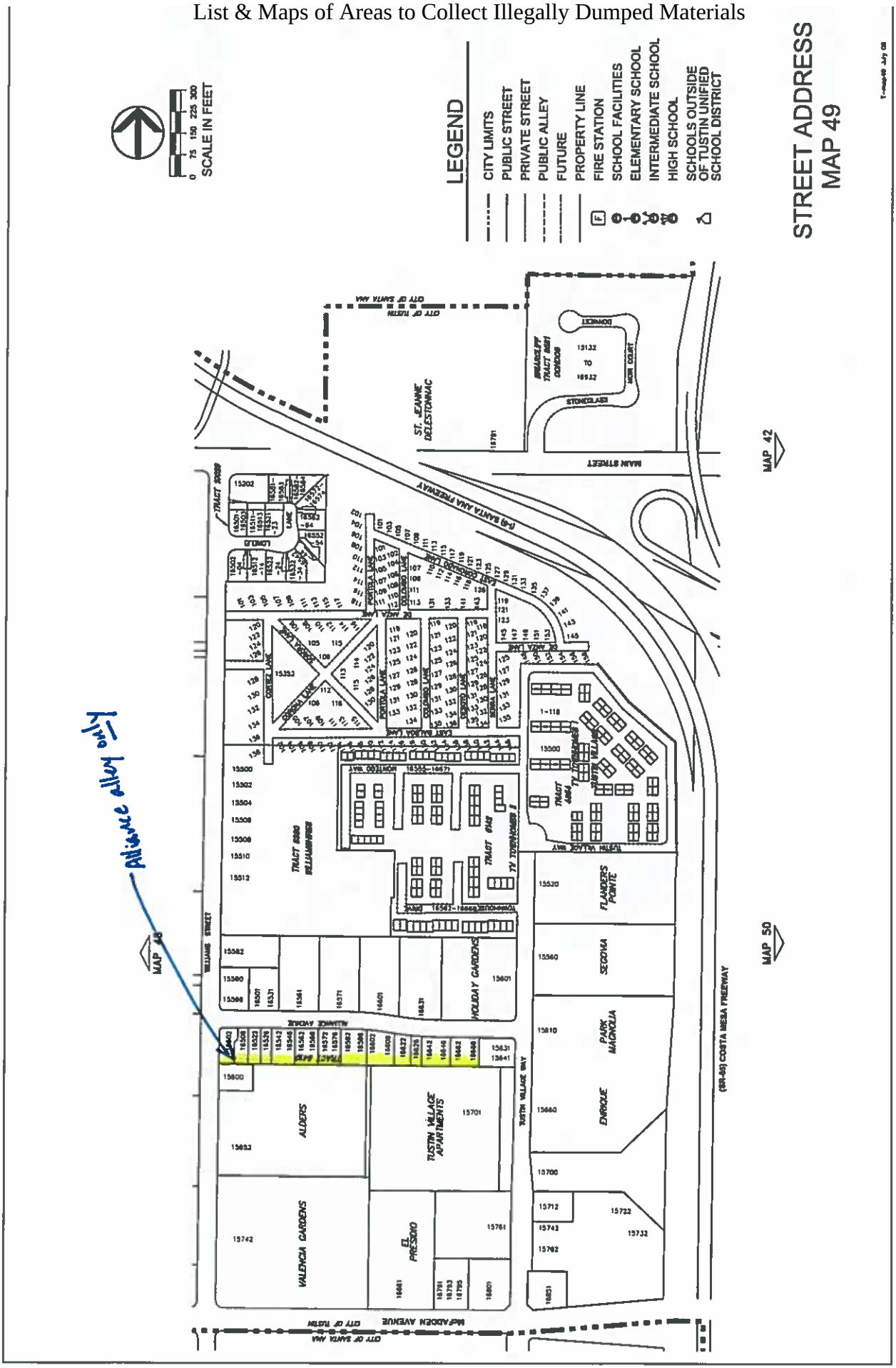
Primary job responsibilities for each of the Recycling Coordinator positions include:

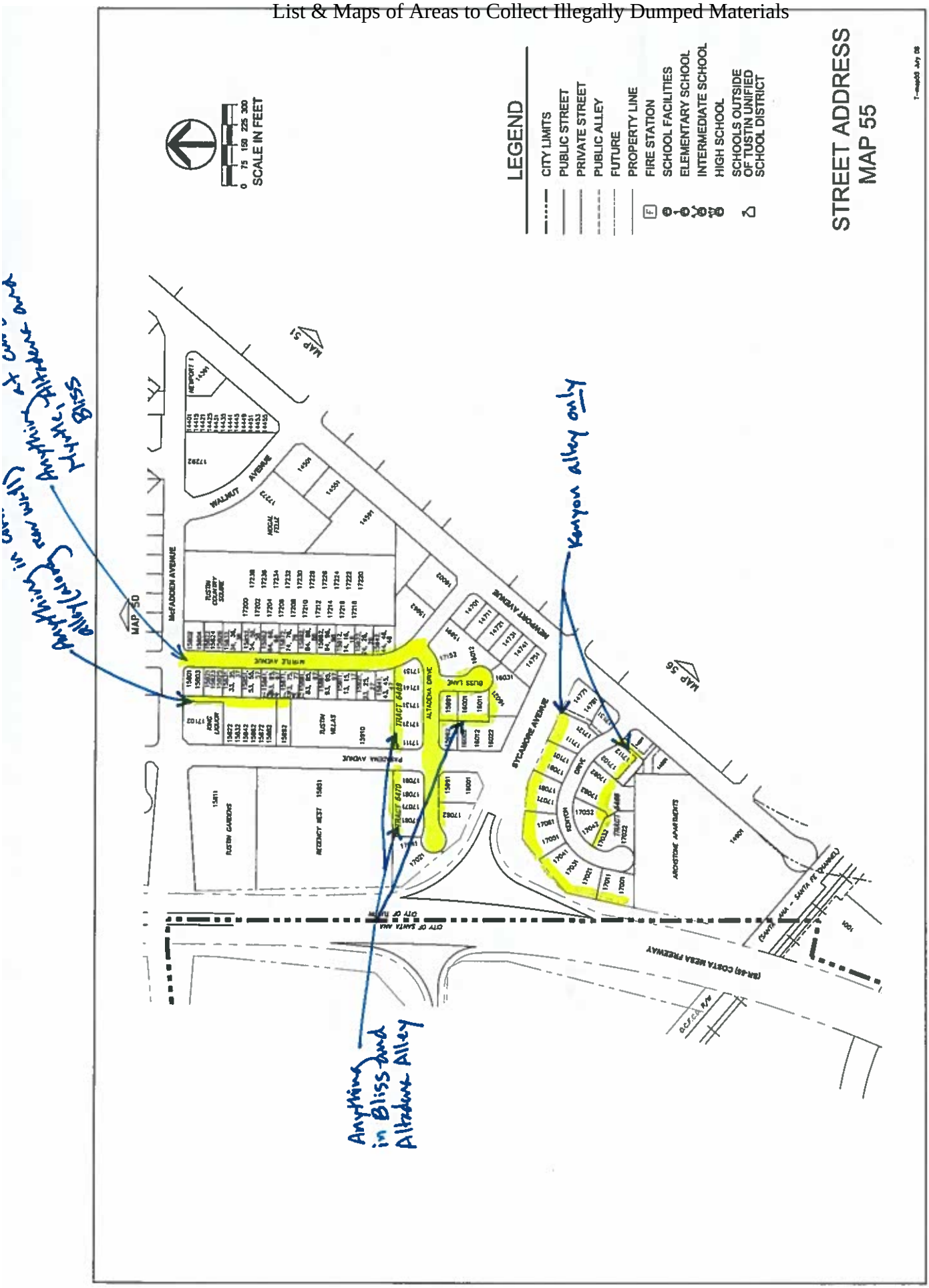
- Spend at least eighty percent (80%) of time in field work (out-of-office) providing outreach to commercial businesses, and/or performing waste or recycling audits, lid flipping and other work on-site at customer Premises or other local facilities.
- Independently schedule and conduct meetings with Authorized Customer Representatives at Commercial and Business Establishments to secure participation in increased recycling efforts, including Food Scrap Diversion.
- Coordinate and interface with other agencies, organizations, companies, City and City-designated consultants or other contractors regarding Food Scrap donation programs for human consumption of Food Scraps.
- Train business and multifamily tenants and representatives on how to implement diversion of recyclables and Food Scraps, and provide technical assistance in developing logistics and troubleshooting.
- Provide follow-up support to businesses and multi-family complexes, answer questions, and monitor and report diversion program results
- Identify opportunities for businesses to reduce wastes and better manage unwanted discards.
- Provide training, troubleshooting, education and answers to questions to Residential customers.
- Have a thorough understanding of AB 341, AB 1826, SB 1383 and all AB 939 requirements and how each relates to implementation of diversion programs.
- Assist with the writing, production, and overall execution of proposals, recycling plans for businesses and other Customers and reports.
- Conduct quantitative analyses, including development and use of spreadsheets and databases.
- Utilize MS Word, MS Excel, and MS PowerPoint to create and deliver professional and informative reports that satisfy Contract requirements and provide insight into implementation progress.
- Participate in City meetings to develop solutions that advance the City's diversion objectives.
- Perform related support duties as required and directed by City

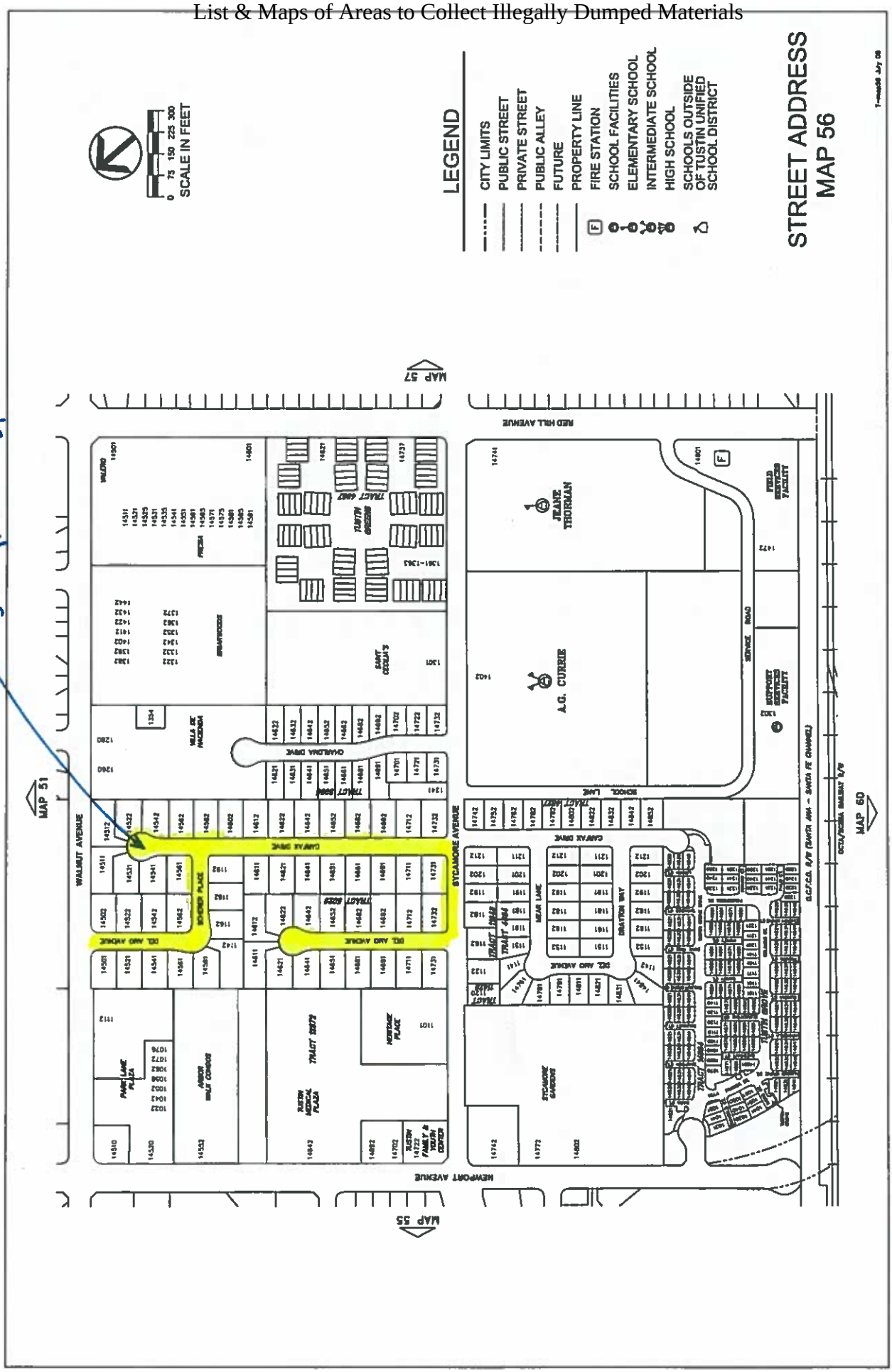
380 E. 2nd Street (In Alley)
340 E. 2nd Street (In Alley)
325 E. 2nd Street (In Alley)
415 E. 2nd Street (In Alley)
16502 Alliance Avenue (In Alley)
16506 Alliance Avenue (In Alley)
16522 Alliance Avenue (In Alley)
16566 Alliance Avenue (In Alley)
16582 Alliance Avenue (In Alley)
16606 Alliance Avenue (In Alley)
16626 Alliance Avenue (In Alley)
16646 Alliance Avenue (In Alley)
15822 Myrtle Avenue
15862 Myrtle Avenue
15881 Myrtle Avenue
15891 Myrtle Avenue
15912 Myrtle Avenue
17152 Altadena Avenue
Between 15991 and 16001 Bliss Lane (In Alley)
Between 17071 and 17081 Altadena Avenue (In Alley)
17131 Altadena Avenue (In Alley)
15941 Myrtle Avenue
Vacant lot next to 17022 Whitby Circle
15602 Pasadena Avenue
15652 South B Street
15679 South B Street
14521 Del Amo Avenue
1182 Scherer Place
14541 Carfax Drive
14611 Carfax Drive
14621 Del Amo Avenue
17082 Kenyon Drive (In Alley)
17021 Kenyon Drive (In Alley)
17051 Kenyon Drive (In Alley)
17091 Kenyon Drive (In Alley)
17121 Kenyon Drive (In Alley)

List & Maps of Areas to Collect Illegally Dumped Materials



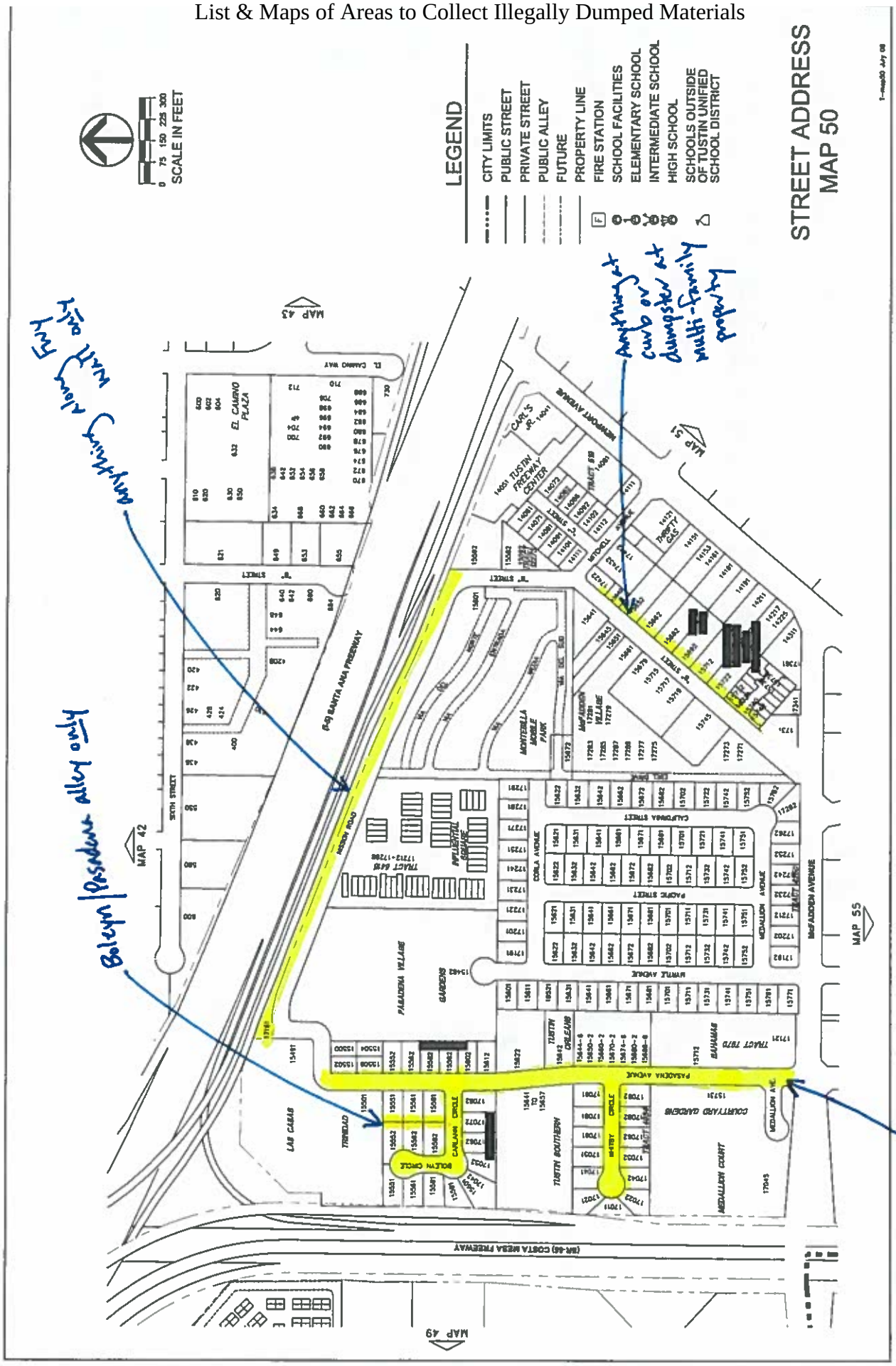

STREET ADDRESS
MAP 49
LEGEND
CITY LIMITS
PUBLIC STREET
PRIVATE STREET
PUBLIC ALLEY
FUTURE
PROPERTY LINE
FIRE STATION
SCHOOL FACILITIES
ELEMENTARY SCHOOL
INTERMEDIATE SCHOOL
HIGH SCHOOL
SCHOOLS OUTSIDE OF TUSTIN UNIFIED SCHOOL DISTRICT
SCALE IN FEET
0 75 150 225 300
Alliance alley only
MAP 42
MAP 48
MAP 50
MAIN STREET
(I-5) SANTA ANA FREEWAY
(SR-55) COSTA MESA FREEWAY
WILLIAMS STREET
NEWPORT AVENUE
MCFADDEN AVENUE
TUSTIN VILLAGE WAY
CITY OF TUSTIN
CITY OF SANTA ANA
ST. JEANNE DELESTONNAC
BRADLEY TRACT 8881 CONDOS
STONEGLASS
HER COURT
TRACT 8880
TRACT 8881
TRACT 8882
TRACT 8883
TRACT 8884
TY TOWNHOMES I
TY TOWNHOMES II
TUSTIN VILLAGE APARTMENTS
FLANDERS POINTE
SEQUOIA
PARK MAGNOLIA
ENRIQUE
HOLIDAY GARDENS
ALDERS
VALENCIA GARDENS
EL PRESIDIO


STREET ADDRESS
MAP 55
LEGEND
CITY LIMITS
PUBLIC STREET
PRIVATE STREET
PUBLIC ALLEY
FUTURE
PROPERTY LINE
FIRE STATION
SCHOOL FACILITIES
ELEMENTARY SCHOOL
INTERMEDIATE SCHOOL
HIGH SCHOOL
SCHOOLS OUTSIDE OF TUSTIN UNIFIED SCHOOL DISTRICT
SCALE IN FEET
0 75 150 225 300
Anything in Bliss and Alleyway
Kenyon Alley only
Anything in Bliss and Alleyway
Anything in Bliss and Alleyway



Anything at curb on the Del Amo/Sycamore side of Sycamore Ave.

List & Maps of Areas to Collect Illegally Dumped Materials



List & Maps of Areas to Collect Illegally Dumped Materials

ATTACHMENT EE

Minimum Required Duties of City Liaison

The City Operations and Customer Liaison ("City Liaison") position will provide assistance to the City and Customers with regard to chronic complaints, persistent billing and/or payment issues and disputes, ongoing problems or issues with Diversion program implementation, outreach, contamination of materials streams that Recycling Coordinators are unable to resolve, and other troubleshooting and issues as directed by the City. The Liaison will also be responsible for completing reports to the City as required by this Agreement. The Liaison will also be in charge of the contractor's Tustin-specific social media resources and will use social media to increase participation in and awareness of diversion programs. The Liaison will have the skills, judgment, maturity and experience to understand that successful resolution of complaints, billing disputes and other problems diversion requires excellent listening skills, diplomacy, tact, and perseverance.

Primary job responsibilities for the City Liaison include:

- Spend at least fifty percent (50%) of time in field work (out-of-office) providing on-site inspections, discussions with Customers, photo documentation of Collection problems and subsequent resolution of problems, discussions with Contractor's operations and Collection drivers, dispatchers, and other personnel, and Authorized Customer Representatives (owners and managers) and tenants and employees at Customer locations that are experiencing difficulties with Collection, billing or other issues, Processing Facilities' managers and others as needed.
- Independently schedule and conduct meetings with residential customers, multi-family complex owners/managers/management company representatives and HOA representatives, and Authorized Customer Representatives of Commercial and Business Establishments that have chronic service, billing or other complaints that have not been resolved by Contractor's customer service representatives and/or the Recycle Coordinators.
- Proactively troubleshoot and provide Customer-friendly resolutions to service, billing and other chronic or persistent problems in coordination with the City staff representative(s).
- Proactively and quickly respond to questions, problems and issues from the City staff representative and provide prompt feedback on resolution of issues.
- Coordinate and interface with other agencies, organizations, companies, City and City-designated agents, consultants or other contractors as needed concerning Customer problems, issues or complaints.
- Have a thorough understanding of AB 341, AB 1826, SB 1383 and all AB 939 requirements and how each relates to implementation of Diversion programs.

Minimum Required Duties of City Liaison

- Utilize MS Word, MS Excel, and MS PowerPoint to create and deliver professional and informative reports that satisfy Contract requirements and provide accurate, detailed information and insight into implementation progress.
- Participate in City meetings on an as-needed basis to develop solutions to chronic, persistent and unresolved issues and Customer complaints at the direction of City.
- Direct the hauler's social media resources to raise awareness of diversion programs with the ultimate goal of increasing residential and business participation in diversion programs
- Perform related support duties as required and directed by City

Sure Close Food Scrap Container

Photo of Sure Close Container

Specifications of Sure Close Container

Volume	1.9 gallons (7.1 liters)
Weight	1.1 lbs. (0.5 kg)
Dimensions	Width 11” Height 9.5” Depth 8.5”
Lid	Hinged, stay open, odor seal, and fly and insect seal
Dishwasher safe	Yes

ATTACHMENT HH

Slim Jim Container

Photo of Slim Jim Container

Specifications of Slim Jim Container

Width	20 Inches
Depth	11 1/2 Inches
Height	30 1/2 Inches
Capacity	23 Gallons
Color	Green
Lid Type	No Lid
Material	Heavy Duty Plastic
Shape	Rectangle

SELF-REPORTING FORM FOR GREEN WASTE RECYCLING
This form can also be filled out online at _____
Please return before _____ **to:**

City of Tustin
Attn: Stacey Cuevas, Public Works Manager
300 Centennial Way, Tustin CA 92780

Property Name: _____

Business Address: _____

Management Address: _____

Contact/Title: _____

Contact Phone: _____ E-mail: _____

Note: This *Green Waste Self Reporting Form* can also be completed online by entering this case-sensitive link into your web browser: _____. Otherwise, please fill out the information below and return by _____. All fields below are required to complete.

Please check all that apply to this business:

____ Green waste materials are/will be collected and hauled to recyclers/composters.
____ Green waste materials are/will be processed and re-used on site.
____ Green waste collection and recycling program(s) are not yet confirmed.

Green waste materials being recycled include (check all that apply):

____ Wood waste
____ Grass clippings/leaves/weeds
____ None/Other - please explain: _____
_____

Our property <u>currently</u> recycles and/or disposes of green waste as described:

____ On-site processing through chipping or composting, and re-use on site
____ Self-haul; we deliver green waste to a compost, recycling or agricultural facility directly
____ Our landscape maintenance contractor delivers green waste to a compost or recycling facility
____ Our green waste is collected by CR&R, Inc.
____ None/Other - please describe: _____
_____

Green/wood waste is collected by the following haulers/landscapers

_____
Business Name *City* *Phone #*

_____
Business Name *City* *Phone #*

Green waste is taken to the following locations for recycling or disposal (Must include):

_____
Business Name *City* *Phone #*

_____
Business Name *City* *Phone #*

_____ _____
Signature of person filling out this form Date

PART 5 - C&D DEBRIS DIVERSION

4350 - DECLARATION OF PURPOSE

The purpose of this Part is to promote the recycling of C&D debris to protect the public health, safety, and welfare and to meet the City's obligations under AB 939.

(Ord. No. 1325, Sec. 1, 2-5-07)

4351 - WASTE DISPOSAL AND DIVERSION REQUIREMENTS FOR CONSTRUCTION, DEMOLITION, AND RENOVATION PROJECTS WITHIN THE CITY

a. *Waste disposal and diversion reporting requirement.*
   1. *Covered projects.* All construction and renovation projects subject to the requirements of the California Green Building Standards Code shall be required to meet the minimum diversion requirements of the California Green Building Standards Code for all project-related C&D debris. All project contractors shall, upon project completion, provide to the Public Works Director all project-related C&D debris collection, disposal and diversion information in the form prescribed by the Public Works Director.
   2. *[Exemptions.]* All exemptions as provided in the California Green Building Standards Code shall be granted.

b. *Compliance as a condition of approval.* Compliance with the provisions of this Part shall be listed as a condition of approval on all discretionary resolutions of approval for development projects, and building or demolition permits.

c. *Application fee.* As part of any application for, and prior to the issuance of, any building or demolition permit that involves the creation of C&D debris, each applicant for covered projects shall pay to the City an application fee in the amount set forth in a Resolution of the City Council sufficient to cover the City's costs of reviewing an application and monitoring compliance with this section and/or the WRRP, or reviewing an application for exemption.

d. *Security deposit.* In addition to the application fee, each applicant shall deposit with the City a security deposit as security for performance. The security deposit is remitted at the same time the permit application is filed. The security deposit may be in the form of cash, cashier's check, personal check, or money order. In addition, the Public Works Director may accept a certificate of deposit or letter of credit in the form approved by the City Attorney.
   (1) *Single-Family Residential.* All single-family residential projects shall submit a security deposit in the amount of five (5) percent of the project's valuation as determined by the Building Official, rounded to the nearest thousand. The minimum deposit amount shall by [be] five hundred dollars ($500.00) and the maximum deposit amount shall be two thousand five hundred dollars ($2,500.00).
   (2) *Multifamily/Commercial.* All multifamily and commercial projects shall submit a security deposit in the amount of five (5) percent of the project's valuation as determined by the Building Official, rounded to the nearest thousand, or two thousand five hundred dollars ($2,500.00), whichever is greater. In no event shall a deposit exceed twenty-five thousand dollars ($25,000.00).

4352 - WASTE REDUCTION AND RECYCLING PLANS (WRRP)

a. *WRRP forms.* All applicants shall complete and submit a WRRP on a form prescribed by the Public Works Director for this purpose, as part of the application packet for the construction, renovation, or demolition permit.

b. *Compliance with waste management plan.*

1. *Documentation.* Prior to the completion of a project, the applicant shall submit to the Public Works Director documentation that the Diversion Requirement has been met. This documentation shall include all of the following:
   (a) Receipts from the vendor and facility which collected and received each material showing the actual weight or volume of that material.
   (b) A copy of the previously approved WRRP for the project adding the actual volume or weight of each material diverted and landfilled.
   (c) Calculations showing multiplication of the total non-source separated tonnage hauled from the project.
2. *Weighing of wastes.* Applicants shall make reasonable efforts to ensure that all C&D debris, diverted or landfilled, are measured and recorded using the most accurate method of measurement available. To the extent practical, all C&D debris shall be weighed. Regarding C&D debris for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used. For conversion of volumetric measurements to weight, the applicant shall use the standardized Conversion Rates approved by the City for this purpose.
3. *Determination of compliance and release of security deposit.* Prior to the issuance of a certificate of occupancy or at the completion of the project, the Public Works Director shall review the information pertaining to diversion of C&D debris submitted pursuant this section and shall determine whether the applicant has complied with the diversion requirement, as follows:
   (a) *Full compliance.* If the Public Works Director determines that the applicant has fully complied with the diversion requirement applicable to the project, the Public Works Director shall cause the entire security deposit to be refunded to the applicant without interest.
   (b) *Good faith effort to comply.* If the Public Works Director determines that the diversion requirement has not been achieved, he or she shall determine on a case-by-case basis whether the applicant has made a good faith effort to comply with this Part. In making this determination, the Public Works Director shall consider the availability of markets for the C&D debris land filled, the size of the project, and the documented efforts of the applicant to divert C&D debris. The Public Works Director may authorize a partial refund of a security deposit without interest when less than the minimum diversion requirement is met. The partial refund shall not exceed that portion of the security deposit that is in the same ratio as the demonstrated amount of diverted waste.
   (c) *Noncompliance.* If the Public Works Director determines that the applicant has not made a good faith effort to comply with the diversion requirement, then the Public Works Director shall notify the applicant in writing and all or a portion of the security deposit shall be forfeited to the City

and shall not be refunded. Forfeited funds shall be used towards the City's recycling efforts pursuant to subsection c. below.

4. *Other provisions for the refund of a security deposit.*
   (a) The Public Works Director may authorize the refund without interest of any security deposit which was erroneously paid or collected.
   (b) The Public Works Director may authorize the refund without interest of any security deposit when the permit application is withdrawn or cancelled before any work has begun.
   (c) The Public Works Director shall not authorize the refund of any security deposit, or any portion thereof, unless the applicant files a written request for refund and provides documentation satisfactory to the Public Works Director in support of the request.

c. *Forfeiture and city use of security deposit.*
   1. If the Public Works Director determines that the applicant has not made a good faith effort to comply with this Part, or if the applicant fails to submit the documentation required by subsection e. prior to the expiration of the building or demolition permit, then the deposit is forfeited to the City.
   2. Forfeited security deposits may be used by the City for solid waste and recycling related purposes, including but not limited to:
      (a) Plan, implement, or promote solid waste diversion programs.
      (b) Develop or improve the infrastructure needed to divert waste from landfilling.
      (c) Educate generators and handlers of solid waste in the City regarding solid waste recycling and disposal alternatives.
      (d) Review accuracy of Franchisee's reports, Waste Reduction and Recycling Plans and other solid waste records.

(Ord. No. 1325, Sec. 1, 2-5-07)

4353 - EXEMPTION FROM THE FIFTY PERCENT DIVERSION RATE

a. *Application.* If an applicant experiences unique circumstances that the applicant believes make it infeasible to comply with the diversion requirement, the applicant may apply for an exemption at the time the application is submitted. The applicant shall indicate on the application or WRRP the maximum rate of diversion believed feasible for each material and the specific circumstances that make it infeasible to comply with the diversion requirement.

b. *Meeting with public works director.* The Public Works Director shall review the information supplied by the applicant and may meet with the applicant to discuss possible ways of meeting the diversion requirement. Based on the information supplied by the applicant, the Public Works Director shall determine whether it is possible for the applicant to meet the diversion requirement.

c. *Granting of exemption.* If the Public Works Director determines that it is infeasible for the applicant to meet the fifty (50) percent diversion requirement due to unique circumstances, the Public Works Director shall determine the maximum feasible diversion rate for each material and shall indicate this rate on the permit or WRRP submitted by the applicant. The Public Works Director shall issue a permit or return a copy of the WRRP to the applicant marked "Approved for Exemption."

d.

Denial of exemption. If the Public Works Director determines that it is possible for the applicant to meet the diversion requirement, the Official shall so inform the applicant in writing. The applicant shall resubmit an application or WRRP in full compliance with the diversion requirement. If the applicant fails to resubmit the application or WRRP, or if the resubmitted application or WRRP does not comply with the diversion requirement, the Public Works Director shall deny the application or WRRP and the Building Official shall not issue a permit.

(Ord. No. 1325, Sec. 1, 2-5-07)

4354 - APPEAL

Upon payment of an appeal fee set forth in a resolution of the City Council, the applicant may appeal to the City Manager, a decision of the Public Works Director to deny an exemption or withhold any portion of a security deposit. Notice of appeal of the decision of the Public Works Director must be filed with the Public Works Director within ten (10) calendar days of the date of the decision being appealed. The notice of appeal shall set forth in concise language the particular decision or decisions complained of and the reasons why the person feels aggrieved. Failure to file a notice of appeal within the time prescribed herein shall constitute a waiver of any objection to the decision(s) of the Public Works Director and such decision shall be final; otherwise, the decision of the City Manager shall be final.

(Ord. No. 1325, Sec. 1, 2-5-07)

4355 - CERTIFIED RECYCLING FACILITIES

a. The City may, but is not required to, approve certified recycling facilities. If such facilities were approved, applicants would have the option to demonstrate that they will meet the fifty (50) percent diversion requirement in their WRRP required under this Part by taking all material generated at the construction, remodeling, or demolition site to a City Certified Recycling Facility.
b. For the purposes of this Part, a certified recycling facility means. a recycling, composting, materials recovery, or re-use facility for which the Public Works Director has issued a certification pursuant to regulations promulgated by the Public Works Director.
c. The Public Works Director shall approve use of the facilities only if the owner or operator of the facility has submitted or submits documentation satisfactory to the Public Works Director:
    1. That the facility has obtained all applicable Federal, State, and local permits, and is in full compliance with all applicable regulations; and
    2. The percentage of incoming waste from construction, demolition, and alteration activities that is diverted from landfill disposal meets a minimum percentage level determined by the City.
d. The City shall make available to each applicant an approved list of certified recycling facilities, if such facilities become approved.

(Ord. No. 1325, Sec. 1, 2-5-07)

4356 - C&D DEBRIS ORDINANCE ENFORCEMENT.

a. *Administrative enforcement.* In addition to the penalties provided for in this Chapter and this Code, if violations of the provisions of this Part exist as to a covered project requiring completion of a Waste Reduction and Recycling Plan, the City may use various administrative measures to ensure compliance. Measures available include, but are not limited to:

1. Issuance of a building permit or a certificate of occupancy for that project may be withheld until all such violations have been corrected;
2. Issuance of a stop work notice, until all such violations have been corrected;
3. Stopping all inspections on subject project, until all such violations have been corrected;
4. Other measures recommended by the City Attorney.

b. *Civil action.* Violation of any provision of this Part may be enforced by civil action including an action for injunctive relief. The City Council hereby finds that violation of this Section is a public nuisance. In any civil enforcement action, the City shall be entitled to recover its attorneys' fees and costs from a person who is determined by a court of competent jurisdiction by a preponderance of the evidence to have violated this Section.

(Ord. No. 1325, Sec. 1, 2-5-07)

CALGreen Construction Waste Management Requirements

Summary Created by CalRecycle

Occupancy	REQUIREMENTS AND APPLICATIONS	
	2013 CALGreen (Effective 1/1/2014)	**2016 CALGreen (Effective 1/1/2017)**
Non-Residential Compliance Methods (5.408)	≥ 50% C&D waste diversion (5.408.1): or ≤ 2 lbs/ft² disposal (5.408.1.3) and may be required to submit a construction waste management plan (5.408.1.1) or utilize a waste management company. (5.408.1.2)	≥ 65% C&D waste diversion (5.408.1)[1] or ≤ 2 lbs/ft² disposal (5.408.1.3) and may be required to submit a construction waste management plan (5.408.1.1) or utilize a waste management company. (5.408.1.2)
New Construction & Demolition[2]	Permitted structures	Permitted structures
New Construction	Recycling by Occupants: Provide readily accessible areas that serve the entire building and are identified for the depositing, storage and collection of non-hazardous materials for recycling, including (at minimum) paper, corrugated cardboard, glass, plastics and metals. (5.410.1)	Recycling by Occupants: Added organic waste (5.410.1)
	Recycled Content (*Voluntary*): Use materials, equivalent in performance to virgin materials with a total (combined) recycled content value of less than 10% (Tier 1) or 15% (Tier 2) of the total material cost of the project. (A5.405.4)	Recycled Content (*Voluntary*): Added the use of 2 (Tier 1) or 3 (Tier 2) materials out of 9 product types on a list (insulation-fiberglass & cellulose, exterior paint, carpet, compost, mulch, acoustical ceiling panels, drywall & aggregate base). (A5.405.4)
Additions	1,000 ft² (301.3)	Permitted structures
	Recycling by Occupants (applies to certain additions)[3]: Provide readily accessible areas that serve the entire building and are identified for the depositing, storage and collection of non-hazardous materials for recycling, including (at minimum) paper, corrugated cardboard, glass, plastics and metals. (5.410.1)	Recycling by Occupants: Added organic waste
		Universal Waste (applies to certain projects)[4]: Require verification that Universal Waste is managed correctly. List of prohibited Universal Waste shall be included in construction documents. (5.408.2)
Alterations	$200,000 (301.3)	Permitted structures
		Universal Waste (applies to certain projects)[5]: Require verification that Universal Waste is managed correctly. List of prohibited Universal Waste shall be included in construction documents. (5.408.2)
Residential Compliance Methods (4.408)	≥ 50% C&D waste diversion (4.408.1) and may be required to submit a construction waste management plan (4.408.2) or utilize a waste management company (4.408.3)	≥ 65% C&D waste diversion (4.408.1)[6] and may be required to submit a construction waste management plan (4.408.2) or utilize a waste management company (4.408.3)
Low-rise 3 stories or less (4.408.4)	≤ 4 lbs/ft² disposal	≤ 3.4 lbs/ft² disposal
High-rise 4 stories or more (4.408.4.1)	≤ 2 lbs/ft² disposal	≤ 2 lbs/ft² disposal
New Construction & Demolition	Permitted structures	Permitted structures
Additions	Certain additions (301.1.1	Certain additions (301.1.1))[7]
Alterations	Certain alterations (301.1.1)	Certain alterations (301.1.1)
Multifamily dwellings[8] with ≥ 5 units		Recycling by Occupants: Provide readily accessible areas that serve the entire building and are identified for the depositing, storage and collection of non-hazardous materials for recycling, including (at minimum) paper, corrugated cardboard, glass, plastics, organic waste and metals (4.410.2)

[1] Alternate waste reduction methods may apply if adequate diversion facilities do not exist (5.408.1).
[2] Projects with demolition-only permit (not included with a construction permit) is outside the scope of the CALGreen building code. Therefore, jurisdictions using CALGreen for C&D waste management should address recycling in demolition-only projects should they occur.
[3] All additions conducted within a 12-month period under single or multiple permits, resulting in an increase of 30 percent or more in floor area, shall provide recycling areas on site.
[4] Applies to nonresidential additions 1,000 ft² or greater per CALGreen Section 301.3.
[5] Applies to building alterations with a permit valuation of $200,000 or above per CALGreen Section 301.3.
[6] Alternate waste reduction methods may apply if adequate diversion facilities do not exist (4.408.1).
[7] Section 301.1.1 applies to additions or alterations of existing residential buildings where the addition or alteration increases the building's conditioned area, volume, or size. Applies only to and or within the specific area of addition or alteration.
[8] See Section 1102A.1 for CALGreen's definition of multifamily dwellings.

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2016 CALGreen (effective 1/1/2017)

Waste Diversion Requirement

- Newly constructed buildings and demolition projects and shall divert from landfills at least 65% of the construction materials generated during the project.
- All locally permitted additions and alterations to **non-residential** buildings or structures shall divert from landfills at least 65% of nonhazardous construction and demolition materials.
- Additions and alterations to **residential** buildings that increase the structure's conditioned area, volume or size are also required to meet the 65% minimum diversion requirement.

Methods of Compliance

1) Enforcing agencies can require contractors to develop and maintain a waste management plan and document diversion and disposal.

2) Utilize a waste management company that certifies a minimum 65% waste diversion.

3) Waste stream reduction alternative.

- Non-residential new construction projects with a combined disposal weight of ≤ 2 lbs/ft^2 may be deemed to meet the 65% minimum diversion requirement.
- Residential low rise (3 stories or less) with a combined weight of new construction disposal ≤ 3.4 lbs/ft^2 may be deemed to meet the 65% minimum diversion requirement.
- Residential high rise (4 stories or more) with a combined weight of new construction disposal ≤ 2 lbs/ft^2 may be deemed to meet the 65% minimum diversion requirement.

Recycling by Occupants (Space for Recycling)

- Newly constructed non-residential buildings, certain non-residential additions and multi-family housing with ≥ 5 units should provide readily accessible areas that serve the entire building and are identified for the depositing, storage and collection of non-hazardous materials for recycling, including (at minimum) paper, corrugated cardboard, glass, plastics, organic waste and metals.

Universal Waste

- Universal waste (such as batteries, e-waste, lamps, cathode ray tubes/glass, aerosol cans) from non-residential addition and alteration projects shall require verification that the materials are disposed of properly and diverted from landfills. A list of prohibited universal waste materials shall be included in the construction documents. This is required for nonresidential additions of 1,000 ft^2 or greater and/or building alterations with a permit valuation of $200,000 or above (CALGreen Section 301.3).

Recycled Content (Voluntary unless adopted by local agency as mandatory)

- Use materials, equivalent in performance to virgin materials with a total (combined) recycled content value of less than 10% (Tier 1) or 15% (Tier 2) of the total material cost of the project or use 2 (Tier 1) or 3 (Tier 2) materials out of 9 product types on the list (insulation, exterior paint, carpet, compost, mulch, acoustical ceiling panels, drywall and aggregate base). This is a voluntary measure for non-residential structures.