



Questions and Answers

Date: August 10, 2023

To: Interested Firms and Individuals

From: Anna Denham – Management Analyst, Public Works Department

Subject: Q&A for the Request for Proposals – 2023 Solid Waste Rate Analysis

PROPOSALS ARE DUE BY MONDAY, AUGUST 14, 2023 AT 5:00 P.M. BY ELECTRONIC PDF FILE UPLOADED TO THE LINKED URL IN THE RFP.

The City received the following questions (**in bold**) that were submitted through emails. Answers are in plain type below each question.

- 1. Can the City confirm which fiscal year is the first year of rate adjustment?**

The rate adjustments are by calendar year beginning in 2024.

- 2. Is there any waste reduction program, such as bulky item pickup, oil filter recycle?**

See attached franchise agreement.

- 3. Is there any miscellaneous services/charges, such as container delivery, bin locking service, etc.?**

See Attachment Q in the attached franchise agreement.

- 4. Can the City send a copy of the hauler franchise agreement?**

Attached herein.

**AMENDED AND RESTATED
FRANCHISE AGREEMENT**

BETWEEN

**City of San Carlos
AND**

RECOLOGY SAN MATEO COUNTY

FOR

**RECYCLABLE MATERIALS,
ORGANIC MATERIALS, AND SOLID WASTE
COLLECTION SERVICES**

*** * ***

**AGREEMENT APPROVED BY SBWMA BOARD
JUNE 22, 2017**

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- O List of Contractor's Personnel
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**AMENDED AND RESTATED
FRANCHISE AGREEMENT
FOR
RECYCLABLE MATERIALS, ORGANIC MATERIALS,
AND SOLID WASTE
COLLECTION SERVICES**

7 ^{13th} THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made as of this
8 ²⁷ day of ^{November} ~~June~~, 201~~8~~, by and between the City of San Carlos, a Municipal
9 Corporation ("Agency"), and RECOLOGY SAN MATEO COUNTY, a California corporation
10 ("Contractor").

11

RECITALS

12 This Agreement is entered into with reference to the following facts and circumstances:
13

14 **WHEREAS;** the State of California has, through enactment of the California Integrated Waste
15 Management Act of 1989 ("Act"), determined each of the following:

- 16 A. That management of solid waste is a shared responsibility of the State and local
17 governments;
- 18 B. That it is in the public interest for local governments to be authorized and required to
19 provide adequate solid waste handling services;
- 20 C. That the amount of solid waste generated in California, coupled with diminishing landfill
21 space, potential adverse environmental impacts from landfilling solid waste, and the
22 need to conserve natural resources have created an urgent need for State and local
23 agencies to enact and implement an aggressive integrated waste management program;
24 and,

25 **WHEREAS;** the State of California, through the Act, has directed the responsible State agency
26 and all local agencies to maximize the use of feasible waste reduction, recycling, and
27 composting options in order to reduce the amount of solid waste that must be disposed of in
28 landfills; and, the State of California through AB 341, AB 1826, SB 1383, and other legislation
29 have established additional requirements for increased diversion of recyclable materials and
30 organic materials from landfill disposal; and,

31 **WHEREAS;** Agency is a member of the South Bayside Waste Management Authority
32 ("Authority" or "SBWMA"), established pursuant to the California Joint Exercise of Powers Act.
33 In November, 2007, the SBWMA, acting on behalf of Agency and its other members, issued a
34 Request for Proposals to provide collection of solid waste, recyclable materials, and organic
35 materials and related services to Agency and other members of SBWMA; and,

36 **WHEREAS;** on March 11, 2008, Contractor submitted a proposal to provide these services,
37 which was evaluated by the SBWMA; and, on the basis of that evaluation, the SBWMA
38 recommended that Agency enter into an agreement with Contractor; and,

39 **WHEREAS**; in 2009, Agency independently evaluated Contractor's proposal and determined
40 that Contractor had proposed to provide solid waste handling services including collection of
41 recyclable and organic materials in a manner and on terms which were in the best interests of
42 Agency, its residents and businesses, taking into account the qualifications and experience of
43 Contractor and the cost of providing such services; and,

44 **WHEREAS**; on September 28, 2009, the City Council approved Resolution No. 2009-072,
45 which awarded an exclusive franchise agreement to Recology San Mateo County for
46 Recyclable Materials, Organic Materials, and Solid Waste Collection Services dated September
47 28, 2009, with a term from January 1, 2011 through December 31, 2020 ("2009 Franchise
48 Agreement"); and,

49 **WHEREAS**; on May 13, 2013, the City Council approved Resolution No. 2013-048 which
50 amended the 2009 Franchise Agreement; and,

51 **WHEREAS**; on April 28, 2016, the SBWMA's Board of Directors directed SBWMA staff to
52 negotiate, acting on behalf of Agency and its other members, with Contractor an extension of
53 the 2009 Franchise Agreement, and to do so without a competitive bidding for the collection
54 services; and,

55 **WHEREAS**; the SBWMA and Contractor negotiated a Model Amended and Restated Franchise
56 Agreement that was intended to serve as a model agreement for each Member Agency to use
57 as a basis for its negotiations with Contractor;

58 **WHEREAS**; the SBWMA presented the Model Amended and Restated Franchise Agreement to
59 the SBWMA's Board of Directors on June 22, 2017; and, the Board took action recommending
60 that each Member Agency negotiate an Amended and Restated Franchise Agreement using the
61 Model Amended and Restated Franchise Agreement as the basis for such negotiations; and,

62 **WHEREAS**; the City Council authorized City staff to negotiate this Amended and Restated
63 Franchise Agreement with a term of fifteen (15) years from January 1, 2021 through December
64 31, 2035, and, on November 13, 2017, authorized the City Manager to execute this Agreement;
65 and,

66 **WHEREAS**, this Agreement has been developed by and is satisfactory to the Parties.

67 **NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and
68 for other good and valuable consideration, Agency and Contractor agree as follows:

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ARTICLE 1
DEFINITIONS

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72 **1.01 DEFINITIONS**

73 Unless the context otherwise requires, capitalized terms used in this Agreement shall
74 have the meanings set forth in the definitions contained in Attachment A.

75 **1.02 STATUTORY DEFINITIONS**

76 Unless a term is otherwise defined in this Agreement, terms used in this Agreement shall
77 have the same meaning as the definitions of those terms contained in the Act. In the
78 event of a conflict between the definition of a term in the Act and in this Agreement, the
79 definition in the Agreement shall prevail.

80

81 **ARTICLE 2**
82 **REPRESENTATION AND WARRANTIES OF**
83 **CONTRACTOR**

84 Contractor represents and warrants, as of the date of its execution of this Agreement, the
85 following:

86 **2.01 CORPORATE STATUS**

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

90 **2.02 CORPORATE AUTHORIZATION**

91 Contractor has the authority to enter into and perform its obligations under this
92 Agreement. The directors (and shareholders, if necessary) of Contractor have taken all
93 actions required by law, the articles of incorporation and bylaws or otherwise to
94 authorize the execution of this Agreement.

95 **2.03 AGREEMENT DULY EXECUTED**

96 The persons signing this Agreement on behalf of Contractor have been authorized to do
97 so and the Secretary's Certificate in Attachment R confirms this. Upon the Effective
98 Date, this Agreement will constitute a legal, valid and binding obligation of Contractor.

99 **2.04 NO CONFLICT WITH APPLICABLE LAW OR OTHER DOCUMENTS**

100 Neither the execution and delivery by Contractor of this Agreement, nor the performance
101 by Contractor of its obligations hereunder (i) conflicts with, violates, or will result in a
102 violation of any existing Applicable Law; or (ii) conflicts with, violates, or will result in a
103 breach or default under any term or condition of any existing judgment, order, or decree
104 of any court, administrative agency or other governmental authority, or of any existing
105 contract or instrument to which Contractor is a party or by which Contractor is bound.

106 **2.05 NO LITIGATION**

107 There is no action, suit, proceeding, or investigation at law or in equity, before or by any
108 court or governmental entity, pending or threatened against Contractor, or otherwise
109 affecting Contractor, wherein an unfavorable decision, ruling, or finding, in any single
110 case or in the aggregate, would (a) materially adversely affect Contractor's performance
111 hereunder, (b) adversely affect the validity or enforceability of this Agreement, or (c)
112 have a material adverse effect on the financial condition of Contractor or the entity
113 providing the guaranty of Contractor's performance.

114 **2.06 FINANCIAL CONDITION**

115 Contractor has made available to Agency information on its financial condition.
116 Contractor recognizes that Agency has relied on this information in evaluating the
117 sufficiency of Contractor's financial resources to perform this Agreement. To the best of
118 Contractor's knowledge, this information is complete and accurate, does not contain any

119 material misstatement of fact and does not omit any fact necessary to prevent the
120 information provided from being materially misleading.

121 **2.07 ABILITY TO PERFORM**

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

124 **2.08 CONTRACTOR'S INVESTIGATION**

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

131 **2.09 STATEMENTS AND INFORMATION IN PROPOSAL**

132 The Contractor's "Proposal to Amend and Restate the Franchise Agreement for
133 Recyclables, Organics, and Solid Waste Collection Services", dated January 10, 2017,
134 and supplementary information submitted thereafter by the Contractor to the SBWMA
135 during the SBWMA's negotiation of a Model Amended and Restated Agreement do not
136 contain any untrue statement of a material fact nor omit to state a material fact
137 necessary in order to make the statements made, in light of the circumstances in which
138 they were made, not misleading.

139 **2.10 IRAN CONTRACTING CERTIFICATION**

140 Contractor hereby certifies that Contractor is not identified on a list created by the
141 California Department of General Services ("DGS") pursuant to California Public
142 Contract Code Section 2203 of the Iran Contracting Act of 2010 (the "ICA") as a Person
143 engaging in investment activities in Iran described in Section 2202.5(a) of the ICA, or as
144 a person described in Section 2202.5(b) of the ICA, as applicable. Contractor hereby
145 certifies that Contractor is not a financial institution that extends twenty million dollars
146 (\$20,000,000) or more in credit to another Person, for forty-five (45) Days or more, if that
147 Person will use the credit to provide goods or services in the energy sector in Iran and is
148 identified on the DGS list made pursuant to Section 2203(b).

149 As used in this Section 2.10, "Person" shall mean a "Person" as defined in California
150 Public Contract Code Section 2202(e).

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ARTICLE 3
TERM OF AGREEMENT

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154 **3.01 EFFECTIVE DATE AND COMMENCEMENT DATE**

155 This Agreement shall become binding and enforceable as of the date (the "Effective
156 Date") that two-thirds (2/3) of SBWMA's Member Agencies have approved and signed
157 agreements with Contractor substantially similar to this one, as required by Section
158 3.04.B, and all other conditions set forth in Sections 3.04.A and 3.04.B have been
159 satisfied or waived.

160 Contractor's obligation to Collect Solid Waste, Targeted Recyclable Materials, and
161 Organic Materials under the terms and conditions of this Agreement shall begin on
162 January 1, 2021 at 12:01 a.m. (the "Commencement Date") and shall continue for the
163 remainder of the Term.

164 Between the Effective Date and Commencement Date, Contractor shall perform all
165 activities necessary to prepare itself to start providing services required by this
166 Agreement on the Commencement Date.

167 **3.02 TERM**

168 Notwithstanding any other provision of this Agreement to the contrary, the 2009
169 Franchise Agreement, this amendment and restatement thereof, and any other
170 amendments mutually agreed by the Parties, shall together constitute a single
171 agreement between the Parties with a single unbroken term (the "Term").

172 The original Term, set forth in the 2009 Franchise Agreement, began on January 1, 2011
173 with an initial duration of ten (10) years, ending on December 31, 2020. This amendment
174 and restatement extends the Term for an additional fifteen (15) years, for a total Term of
175 twenty-five (25) years. Upon the Effective Date, the Term shall be extended until
176 midnight on December 31, 2035, unless earlier terminated, or extended as provided in
177 Section 3.03.

178 Except as provided below in this Section 3.02, the Parties intend for the 2009 Franchise
179 Agreement to govern the rights and obligations of the Parties through December 31,
180 2020, and for this Agreement to govern the rights and obligations of the Parties from and
181 after January 1, 2021. Thus, to the extent this Agreement amends the 2009 Franchise
182 Agreement, the amendments shall not take effect until January 1, 2021, and shall not be
183 retroactive.

184 As an exception to the foregoing, upon the Effective Date, (i) the 2009 Franchise
185 Agreement shall be amended to extend the Term to 2035 as provided above, and (ii) the
186 2009 Franchise Agreement shall be amended to the extent necessary to give effect to
187 Section 11.02.F of this Agreement.

188 **3.03 EXTENSION OF TERM**

189 A. **Voluntary Extension.** At Agency's discretion, but subject to Contractor's consent,
190 this Agreement may be extended without amendment for a period of no less than
191 one (1) and no more than five (5) additional years for a total Term that does not

192 exceed thirty (30) years or extend beyond December 31, 2040). If Agency desires to
193 extend the Agreement, Agency shall provide the Contractor with written notice of its
194 intention to extend the Agreement on or before December 31, 2032. Such notice by
195 Agency shall specify the duration of the extension. Contractor shall provide written
196 notice to Agency and SBWMA on or before January 31, 2033 whether it consents to
197 the extension.

198 B. **Mandated Extension.** If the Agency and Contractor do not mutually agree to
199 extend the Term of the Agreement, the Agency shall have the sole discretion to
200 extend the Term for a period of twelve (12) months or less by providing the
201 Contractor written notice of its election on or before December 31, 2034, provided,
202 however, that the Term shall only be so extended if eight (8) of the SBWMA's
203 Member Agencies, collectively representing at two thirds (2/3) of the Member
204 Agencies, make such an election for an identical extension period by December 31,
205 2034. Notwithstanding the foregoing, if Contractor demonstrates based on the
206 audited financial statements for the Agency's operations that it experienced a net
207 loss as shown on the Statement of Income and Stockholder's Investment reduced
208 by the amount of general and administrative expenses greater than 9.5% of Total
209 Operating Revenue (if general and administrative expenses are greater than 9.5%
210 of Total Operating Revenue) for its fiscal year ending September 30, 2034, then
211 Agency and Contractor shall meet and confer to discuss the extension and
212 Contractor's Compensation during the period of such extension.

213 **3.04 CONDITIONS TO EFFECTIVENESS OF AGREEMENT**

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

- 218 1. **Accuracy of Representations.** The representations and warranties made by
219 Contractor in Article 2 shall be true and correct on and as of the Effective Date.
- 220 2. **Absence of Litigation.** There shall be no litigation pending on the Effective
221 Date in any court challenging the execution of this Agreement or seeking to
222 restrain or enjoin its performance.
- 223 3. **Effectiveness of Agency's Approval.** The approval of this Agreement by
224 Agency shall have become effective, pursuant to California law, on or before
225 the Effective Date.

226 B. **Obligation of Contractor to Perform.** The obligation of Contractor to perform
227 under this Agreement is subject to the satisfaction of the conditions set forth below,
228 each of which may be waived in whole or in part by Contractor.

- 229 1. **Absence of Litigation.** There shall be no litigation pending on the Effective
230 Date in any court challenging the execution of this Agreement, or seeking to
231 enjoin its performance.
- 232 2. **Effectiveness of Agency's Approval.** The approval of this Agreement by
233 Agency shall have become effective, pursuant to California law.
- 234 3. **Approvals by Other Member Agencies.** On or before June 30, 2018, a minimum
235 of eight (8) of the governing bodies of the SBWMA's Member Agencies,

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collectively representing at least two thirds (2/3) of the Member Agencies, have approved and signed agreements with Contractor substantially similar to this one.

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- 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 or before the Effective Date. If no such notice is received, the Agreement will become effective on the Effective Date.

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- D. **Good Faith.** 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.

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ARTICLE 4 SCOPE OF AGREEMENT

249 **4.01 SCOPE OF AGREEMENT**

- 250 A. Through this Agreement, Agency grants to Contractor an exclusive franchise,
251 except as provided in Section 4.01.B and in Section 4.02, to Collect the following
252 materials in the Service Area:
- 253 1. Solid Waste generated at Residential Premises, Commercial Premises and
254 Agency Facilities; and,
 - 255 2. Source Separated Targeted Recyclable Materials and Source Separated
256 Organic Materials generated at Residential Premises.
- 257 B. Through this Agreement, Agency grants to Contractor a non-exclusive right to
258 Collect the following materials in the Service Area:
- 259 1. Source Separated Targeted Recyclable Materials and Source Separated
260 Organic Materials generated at Commercial Premises;
 - 261 2. Major Appliances and Specialty Recyclable or Reusable Materials generated at
262 Residential Premises; and,
 - 263 3. Non-putrescible wastes placed in Drop Boxes.

264 **4.02 LIMITATIONS ON SCOPE**

- 265 Agency may permit the Collection, Recycling, or Disposal of any of the following
266 materials by Persons other than Contractor without seeking or securing any approval
267 from Contractor:
- 268 A. Solid Waste, Targeted Recyclable Materials, and Organic Materials which are
269 transported personally by the Owner or Occupant of the Premises at which they are
270 generated (or by his or her employees) to a processing or Disposal facility;
 - 271 B. Targeted Recyclable Materials and Organic Materials which are Source Separated
272 by the Generator and donated to youth, civic, or charitable organizations;
 - 273 C. Recyclable beverage containers delivered for Recycling under the California
274 Beverage Container Recycling Litter Reduction Act, Section 14500 *et seq.*
275 California Public Resources Code;
 - 276 D. Animal waste and remains from slaughterhouse or butcher shops, grease waste,
277 and used cooking oil;
 - 278 E. By-products of sewage treatment including sludge, sludge ash, grit, and screenings;
 - 279 F. Hazardous Waste, Household Hazardous Waste, and Infectious Waste;
 - 280 G. Source Separated E-Scrap and Source Separated Universal Waste;
 - 281 H. Organic Materials composted at Residential and Commercial Premises;

- 282 I. Materials generated by State facilities (including public schools), provided that the
283 Generator has arranged services with other Persons or has arranged services with
284 the Contractor through a separate agreement;
- 285 J. The incidental removal of Solid Waste, Recyclable Materials, or Organic Materials
286 when the primary service performed is either of the following:
- 287 1. Landscaping, gardening, weed or refuse abatement, yard clean-up, or
288 grading of a lot; or,
- 289 2. Construction, remodeling, or demolition of a building or structure.
- 290 K. Solid Waste generated at Residential Premises collected by others on an
291 infrequent, unscheduled, "on-call" basis (other than On-Call Bulky Item Collection
292 Service scheduled by Customers per Section 5.05).

293 **4.03 GEOGRAPHIC LIMITS ON CONTRACTOR'S OPERATIONS**

294 Contractor was established specifically to perform services for some or all of the
295 SBWMA Member Agencies. The methodology established in this Agreement, and in
296 those agreements between Contractor and other Member Agencies, for adjusting
297 Contractor's Compensation annually and allocating it among Member Agencies depends
298 on accurate financial and accounting records. For that reason, Contractor will limit its
299 operations to only SBWMA Member Agencies so that its annual financial reports will
300 contain only costs and revenues associated with service to those Member Agencies.

301 Affiliates of Contractor may perform services for other communities in San Mateo County
302 so long as they do not use Contractor's resources (equipment or labor) and so long as
303 costs associated with their operations are not included in Contractor's financial
304 statements.

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ARTICLE 5 COLLECTION SERVICES

308 **5.01 GENERAL**

- 309 A. The work to be performed and services to be provided by Contractor include the
310 furnishing of all labor, supervision, equipment, materials, supplies, and all other
311 items necessary to perform the work and provide the services described, at the
312 times and in the manner required by this Agreement. The enumeration of, and
313 specification of requirements for, particular items of labor, supervision, equipment,
314 materials, or supplies shall not relieve Contractor of the duty to furnish all others, as
315 may be required, whether enumerated elsewhere in the Agreement or not.
- 316 B. Contractor shall perform the work and provide the services pursuant to this
317 Agreement in a thorough and professional manner so that the residents and
318 businesses within the Agency are provided reliable, courteous, and high-quality
319 service at all times. The enumeration of, and specification of requirements for,
320 particular aspects of service quality shall not relieve Contractor of the duty of
321 accomplishing all other aspects in the manner provided in this Article, whether such
322 other aspects are enumerated elsewhere in the Agreement or not.
- 323 C. Contractor acknowledges that the Agency is committed to diverting materials from
324 Disposal through the implementation of source reduction, donation, reuse,
325 Recycling, and composting programs and that the Agency may, at some time in the
326 future, implement, in accordance with Section 15.12, new programs that may impact
327 the overall quantity or composition of Solid Waste, Targeted Recyclable Materials,
328 and/or Organic Materials to be Collected by Contractor.

329 **5.02 SOLID WASTE COLLECTION**

330 **A. Single-Family Dwelling (SFD)**

- 331 1. **General.** Contractor shall Collect Solid Waste from SFD once per week from
332 Contractor-provided Carts, and shall bill Customers for the service at Agency-
333 approved Rates. Contractor shall provide extra Collection pick-ups of
334 Containers within one (1) Business Day of Customer's request and shall bill
335 Customer at Agency-approved Charges specified in Attachment Q.
- 336 2. **Collection Location.** Contractor shall Collect Carts Curbside unless: (i) the
337 Occupant is provided a Special Handling Service exemption; or, (ii) the
338 Customer has requested Backyard Collection Service and has agreed to pay
339 for Backyard Collection Service at the Agency-approved Charge. Contractor
340 shall bill Customers with Backyard Collection Service at Agency-approved
341 Charges specified in Attachment Q. For Customers with Special Handling
342 Service and Backyard Collection Service, Contractor shall Collect Carts from
343 and return Carts to the alternative service location (such as the side yard or
344 backyard) specified by the Customer. Contractor shall make reasonable
345 accommodations with regard to provision and servicing of Containers (e.g.,
346 Container size and type, placement of Containers for Collection, etc.) at no

347 additional cost to Customers who meet the Agency's Special Handling Service
348 criteria.

- 349 3. Informing Customer of Collection Location Options. Contractor will notify all
350 Residential Customers annually of the Special Handling Service and Backyard
351 Collection Service options and submit, for approval, a draft notification to
352 Agency thirty (30) Days prior to the anticipated date of distribution to
353 Customers. New service recipients shall be notified upon signing up for
354 Collection service of the Special Handling Service and Backyard Collection
355 Service options.
- 356 4. Special Handling Service Eligibility. Customers desiring Special Handling
357 Service will be required to submit an application, in a form approved by
358 Agency. Contractor shall review applications to determine whether the
359 Customer meets Agency's eligibility criteria and shall provide a written
360 response within five (5) Business Days after receipt of the application. Unless
361 otherwise directed by Agency, Customers are eligible if they provide (i)
362 evidence of their "handicap status" by the California Department of Motor
363 Vehicles, or (ii) evidence that no Occupant of the Residential Premises is
364 physically able to place Carts Curbside for Collection. On an annual basis,
365 Contractor may request reverification of Special Handling Service eligibility
366 from Customer.

367 **B. Multi-Family Dwellings**

- 368 1. General. Contractor shall Collect Solid Waste from Multi-Family Dwellings as
369 frequently as scheduled by Customer, but not less than once per week, and
370 shall bill Customers at Agency-approved Rates. Contractor shall provide extra
371 Collection pick-ups of Containers within one (1) Business Day of Customer's
372 request and shall bill Customers at Agency-approved Charges specified in
373 Attachment Q. Customers must subscribe to a minimum service level of three
374 (3) times per week Collection in order to be eligible for Collection on Saturday
375 and/or Sunday.
- 376 2. Containers. Contractor shall allow Multi-Family Dwelling Customers to use
377 Carts or Bins for Solid Waste Collection that are shared by the Occupants of
378 the Premises. Contractor shall provide one (1) or more Cart(s) or Bin(s) to
379 such Customers as requested by Customer, provided that no less than ninety-
380 six (96) gallons per week of Container capacity are provided for every five (5)
381 dwelling units in the Multi-Family Residential Complex.
- 382 3. General Service Conditions. The standard Rates for Collection services
383 assume that Containers are accessible by Contractor's vehicles and personnel.
- 384 If the Container is wheeled and is three (3) cubic yards or less in capacity and
385 is not a Compactor, the standard Rate includes Collection from the Container
386 located Curbside or in enclosures or on private or public property at a distance
387 less than or equal to fifty (50) feet of access by Contractor's vehicle, provided
388 that access to the Container is paved and the slope is less than seven percent
389 (7%). The distance to the Container shall be measured in one of the following
390 ways depending on the conditions of the Premises: (i) from the face of the curb
391 to the nearest edge of the Container, (ii) if there is no curb, from the edge of the
392 roadway nearest the nearest edge of the Container, or (iii) from the lifting

393 mechanism on the Collection vehicle if the vehicle can be driven on the
394 Premises.

395 If the Container does not have wheels, or is greater than three (3) cubic yards
396 in capacity, or is a Compactor, the standard Rate includes Collection from a
397 location accessible by Contractor's vehicle (regardless of the distance from the
398 curb or roadway), provided that access to the Container is paved and the slope
399 is less than seven percent (7%). A slope shall be deemed to be seven percent
400 (7%) or more if the slope measures 7% or more using a slope measurement
401 device.

402 For each Container that does not meet the above accessibility requirements,
403 Contractor shall offer Long Distance Service or Container Relocation Service
404 as described below for Containers that are eligible for such service. If the
405 Container is not eligible for such service, or the Customer notifies Contractor
406 that it does not want such service, then Contractor shall not be required to
407 Collect the Container unless it meets the above accessibility requirements.

408 4. Long Distance Service. For wheeled Containers that are more than fifty (50)
409 feet from the curb or edge of roadway (using the measurement method
410 described above), Contractor shall provide Long Distance Service. Long
411 Distance Service is an additional service Contractor shall provide that involves
412 Contractor's route personnel manually pushing, pulling, or otherwise moving the
413 Container more than fifty (50) feet to a serviceable location and returning the
414 Container to its storage location after Collection. The Long Distance Service is
415 a regularly scheduled service that is performed each day the Contractor
416 provides Collection service for the Container. Contractor shall charge the
417 Customer for Long Distance Service at Agency-approved Charge specified in
418 Attachment Q.

419 5. Container Relocation Service. If a Container is located in an area that is not
420 serviceable by a regular Collection vehicle, Contractor shall provide Container
421 Relocation Services. Contractor shall charge the Customer for Container
422 Relocation Service at Agency-approved Charge specified in Attachment Q.
423 Conditions in which Container Relocation Services may be applicable include:
424 sloped access with slope greater than or equal to seven percent (7%);
425 subterranean areas that are inaccessible by a regular Collection vehicle; and
426 gravel areas.

427 Container Relocation Service is an additional service provided by Contractor
428 that involves the Contractor dispatching a secondary vehicle and route
429 personnel to move the Container with the assistance of the vehicle from an
430 inaccessible storage location to a serviceable location. In such case, the
431 service also involves the return of the Container to its storage location, which
432 may be performed manually by route personnel of the regular Collection
433 vehicle or by using the secondary vehicle. The Container Relocation Service is
434 a regularly scheduled service that is performed each day the Contractor
435 provides Collection service for the Container. If Contractor provides Container
436 Relocation Service for a Container, it is not entitled to charge for Long Distance
437 Service.

438 6. Determination of Service Needs and Disputes. Whether the Customer receives
439 Long Distance Service or Container Relocation Service shall be determined by

440 Contractor in its reasonable discretion based on conditions at the Customer's
441 site or the need to maintain safety or operational efficiency. In the event of a
442 dispute between Contractor and a Customer regarding the Long Distance
443 Service, Container Relocation Service, and/or the distance or degree of slope,
444 Contractor shall provide email notification to Agency and Customer, and
445 Agency shall work with the Contractor and Customer to resolve the dispute.
446 Agency may independently measure the slope and/or distance. Agency shall
447 make the final determination of the service arrangements and whether any
448 Attachment Q Charges apply.

- 449 7. Container Collection Location. Contractor shall give special consideration when
450 determining the Collection location for Multi-Family Residential complexes to
451 ensure that the flow of traffic is not impeded and that it does not result in
452 aesthetic degradation of an area. The designated Collection location, if
453 disputed by Customer or Contractor, shall be determined by the Agency.
454 Additionally, if, in the Agency's opinion, the location of an existing Collection
455 location is inappropriate, Agency may require the Customer or Contractor to
456 relocate the Collection Containers.

457 **C. Commercial Premises**

- 458 1. General. Contractor shall Collect Solid Waste from Commercial Premises as
459 frequently as scheduled by the Customer, but not less than once per week, and
460 shall bill Customers for the service at Agency-approved Rates. Contractor
461 shall provide extra Collection pick-ups of Containers within one (1) Business
462 Day of Customer's request and shall bill Customer at Agency-approved
463 Charges specified in Attachment Q. Customers must subscribe to a minimum
464 service level of three (3) times per week Collection in order to be eligible for
465 Collection on Saturday and/or Sunday.
- 466 2. Container Service Requirements. Container service requirements described
467 for Multi-Family Premises in Sections 5.02.B.3 through 5.02.B.7 are applicable
468 for Commercial Premises.
- 469 3. Service Methods. Specifically, the Contractor shall offer the following Collection
470 service methodologies to Commercial Customers:
- 471 a. Individual Cart or Bin Service. Contractor shall allow each
472 Commercial Premises to use Carts, Bins, Compactors, or Drop
473 Boxes for Solid Waste Collection.
- 474 b. Centralized Cart or Bin Service. Contractor shall allow each
475 Commercial Premises to use Carts or Bins for Solid Waste Collection
476 that are shared by the Occupants of two (2) or more adjacent
477 Commercial Premises. In such case, Contractor shall provide one or
478 more Carts or Bins as requested by the Customer(s) provided that no
479 less than ninety-six (96) gallons of Container capacity is provided for
480 every four (4) Commercial Premises.
- 481 c. Drop Boxes and Compactors. Contractor shall allow a Customer to
482 use a Drop Box or Compactor for Solid Waste Collection to meet the
483 Customer's Disposal needs. In such case, Contractor shall provide
484 Customer with a choice of Container capacities ranging from three
485 (3) to forty (40) cubic yards (or similar sizes). Contractor shall allow

486 Customers to purchase or lease Compactors through an outside
487 vendor. Regular maintenance of Compactors shall be required by
488 Customer (or outside vendor) as frequently as needed to keep the
489 Compactors in good working order and functioning at high
490 compaction levels.

491 **D. Agency Facilities**

492 1. General. Contractor shall Collect Solid Waste from Agency Facilities as
493 frequently as scheduled by the Agency, but not less than once per week.
494 Agency must subscribe to a minimum service level of three (3) times per week
495 Collection in order to be eligible for Collection on Saturday and/or Sunday.

496 2. Service Methods. Specifically, the Contractor shall offer the following Collection
497 service methodologies to Agency Facilities:

498 a. Individual Cart or Bin Service. Contractor shall allow each Agency
499 Facility to use Carts, Bins, Compactors, or Drop Boxes for Solid
500 Waste Collection.

501 b. Centralized Cart or Bin Service. Contractor shall allow each Agency
502 Facility to use Carts or Bins for Solid Waste Collection that are
503 shared by the Occupants of two or more adjacent Agency Facilities.
504 In such case, Contractor shall provide one or more Carts or Bins as
505 requested by the Agency provided that no less than ninety-six (96)
506 gallons of Container capacity is provided for every four (4) Agency
507 Facilities.

508 c. Drop Boxes and Compactors. Contractor shall allow Agency to use a
509 Drop Box or Compactor for Solid Waste Collection to meet the
510 Agency's Disposal needs. In such case, Contractor shall provide
511 Agency with a choice of Container capacities ranging from three (3)
512 to forty (40) cubic yards (or similar sizes). Contractor shall allow
513 Agency to purchase or lease Compactors through an outside vendor.
514 Regular maintenance of Compactors shall be required by Agency (or
515 outside vendor) as frequently as needed to keep the Compactors in
516 good working order and functioning at high compaction levels.

517 3. Solid Waste from Public Street, Parks, and Parking Lot Litter Receptacles.
518 Contractor shall Collect Solid Waste from public litter receptacles located on
519 streets and in parking lots, and from public litter receptacles in parks that are
520 accessible for Curbside Collection. Contractor shall also Collect Solid Waste
521 that is contained in bags or boxes and placed adjacent to public litter
522 receptacles. These Collections will be made between one (1) and seven (7)
523 Days per week, as determined by Agency. Contractor is responsible for
524 notifying Agency if a public litter receptacle is inoperable within twenty-four (24)
525 hours of observing or being notified of the defect. A list of public litter
526 receptacles is included in Attachment B. Agency shall annually be allowed to
527 increase the number of public litter receptacles provided Collection service by
528 an additional five percent (5%) of the total number of receptacles in service as
529 of January 1 of each Rate Year after Rate Year Eleven (2021) without being
530 billed for such service. The maximum number of public litter receptacles that
531 Contractor will service without billing Agency shall increase by five percent

532 (5%) each Rate Year after Rate Year Eleven (2021), even if Agency does not
533 actually increase the number of receptacles by five percent (5%) in that Rate
534 Year.

- 535 4. Scope of Service Requirements. Contractor shall provide the Agency with the
536 Collection services described above at the service locations, service levels, and
537 frequencies identified in Attachment B. Contractor shall provide and maintain
538 Collection Containers for the Agency's use, with the exception of public litter
539 receptacles (or public Solid Waste receptacles) and public Targeted Recyclable
540 Materials receptacles, which shall be provided and maintained by the Agency.
541 Contractor shall offer the type and size of Collection Containers that Contractor
542 provides Commercial Customers pursuant to Section 5.02.C.
- 543 5. Tonnage Allocation. Contractor may integrate Collection of Solid Waste,
544 Targeted Recyclable Materials, and Organic Materials from Agency Facilities
545 with other Collection services in the Service Area, provided that Contractor
546 attributes estimated Tonnage Collected from Agency Facilities separately from
547 other Customers upon the Agency's request.
- 548 6. No Billing for Service. Contractor shall not bill Agency for the services required
549 by this Section 5.02.D, including Long Distance Service, Container Relocation
550 Service, and lock/unlock service.

551 **5.03 TARGETED RECYCLABLE MATERIALS COLLECTION**

- 552 A. **General.** Contractor shall Collect Targeted Recyclable Materials from Customers
553 that have Source Separated the Targeted Recyclable Materials from Solid Waste
554 and placed these materials in the Customer's Recyclable Materials Collection
555 Container for Collection by Contractor.

556 In accordance with Section 15.12, the Agency may direct that Contractor modify its
557 scope of service to include Collection of additional types of Recyclable Materials
558 beyond those materials defined as Targeted Recyclable Materials in Attachment A.
559 If the Agency directs Collection of additional Recyclable Materials, such Recyclable
560 Materials shall thereafter be considered Targeted Recyclable Materials and
561 Contractor shall not receive additional Contractor's Compensation for Collection
562 service if the Targeted Recyclable Materials are placed by Generator in the
563 Recyclable Materials Container unless Contractor can demonstrate that Collection
564 of the additional material(s) requires modification to Collection routes to
565 accommodate the additional volume of the material(s).

566 B. **Single-Family Dwellings**

- 567 1. General. Once per week, Contractor shall Collect Single-Stream Targeted
568 Recyclable Materials from SFD. Contractor shall provide each SFD Customer
569 with one (1) Cart for Single-Stream Targeted Recyclable Materials. Contractor
570 shall provide each Customer with a sixty-four (64) gallon Cart specified in
571 Attachment D, unless Customer requests an alternative Cart specified in
572 Attachment D. Customers can request additional Targeted Recyclable
573 Materials Carts from Contractor for regular weekly Collection service, and
574 Contractor shall bill Customers at Agency-approved Charges specified in
575 Attachment Q.

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2. Collection Location. For SFD Recyclable Materials Cart Collection, Contractor shall comply with the same Collection provisions specified for Solid Waste Cart Collection pursuant to Sections 5.02.A.2, 5.02.A.3, and 5.02.A.4.
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3. Used Motor Oil and Used Motor Oil Filters. Contractor shall Collect Used Motor Oil and Used Motor Oil Filters placed at the Collection location by Customer for Collection in Contractor-provided or Contractor-approved Containers. Contractor shall not be required to Collect more than five (5) gallons of Used Motor Oil per Customer per Collection. Contractor shall provide up to five (5) one-gallon translucent plastic Used Oil jugs with screw-on tops for Used Motor Oil Collection and up to five (5) six (6) mil plastic zip-close type bags for Used Motor Oil Filter Collection to SFD Customers, upon Customer's request, within five (5) Business Days of such request, at no additional cost to Customer. Information in English and Spanish, regarding the Used Motor Oil and Used Motor Oil Filter Collection program and instructions for the use and set out of these materials shall be provided with the Used Motor Oil jugs and Used Motor Oil Filter bags. Diversion of Used Motor Oil shall be calculated with a conversion factor of one (1) gallon of Used Motor Oil equaling seven (7) pounds.
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4. Household Batteries and Cell Phones. Contractor shall Collect from SFD Premises Household Batteries and Cell Phones placed on top of the Recyclable Materials Cart in Contractor-provided or Customer-provided clear zip-close or tie-close plastic bags clearly marked "Used Batteries and Cell Phones." Contractor shall empty the bag at the point of Collection and leave it to be reused by the Customer by placing it inside the Cart handle. Customers will be notified to place all Household Batteries in a clear zip-close plastic bag; tape the contacts of button cell batteries; and wrap Cell Phones in paper (for protection) prior to placing in the plastic bag. While Customers will be encouraged to follow the participation parameters, Contractor shall be required to Collect if Customers do not follow these instructions.
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5. Collection Day. Contractor shall Collect Targeted Recyclable Materials, Used Motor Oil, Used Motor Oil Filters, Household Batteries, and Cell Phones from SFD on the same day that Solid Waste Collection is provided.

608 **C. Multi-Family Residential Premises**

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1. General. Multi-Family Dwelling Customers that subscribe to Solid Waste Collection service shall be entitled to Single-Stream Targeted Recyclable Materials Collection at no additional charge, and Contractor shall provide the level of service required by Multi-Family Dwelling Customers requesting Recyclable Materials Collection services. Contractor shall provide each Multi-Family Dwelling Customer with Containers for Single-Stream Targeted Recyclable Materials Collection. At a minimum, Contractor shall provide twenty (20) gallons per week of Container capacity for Single-Stream Targeted Recyclable Materials Collection for every Multi-Family Dwelling at the Premises. Contractor shall provide each Customer with Carts or Bins as specified in Attachment D, as requested by the Customer.
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- Contractor shall Collect Single-Stream Targeted Recyclable Materials Generated at Multi-Family Residential Complexes at least once per week or more frequently, up to six (6) times per week, as scheduled by the Customer

623 provided that the Generator has Source Separated the Targeted Recyclable
624 Materials from Solid Waste and placed the materials in the appropriate
625 Contractor-provided Container. Contractor shall Collect Single-Stream
626 Targeted Recyclable Materials at the designated location agreed upon by
627 Contractor and Multi-Family Dwelling Customer. The designated Collection
628 location, if disputed by Customer or Contractor, shall be determined by the
629 Agency. Carts and Bins may be shared by the Occupants of the Multi-Family
630 Residential Complexes. Contractor shall provide extra Carts for use in the
631 mail, utility, or similar room of Multi-Family Residential Complexes if requested
632 by the Customer.

- 633 2. Personal Recycling Tote-Bag Distribution. Upon receipt of a request for
634 Recycling Tote-Bags from a Multi-Family Dwelling Customer or Occupant,
635 Agency, or SBWMA, Contractor shall: (i) deliver the Recycling Tote-Bags within
636 five (5) Business Days to the property Owner, property manager, or Occupant
637 who requested the Recycling Tote-Bags; (ii) prior to complying with (i), contact
638 the property Owner or property manager directly by phone or in person to
639 determine if additional Recycling Tote-Bags are needed and/or if they are
640 interested in a site assessment of the property; (iii) upon request for a site
641 assessment, ensure that a site assessment is done per the requirements set
642 forth in Section 7.05. Contractor shall provide notification to Agency and
643 SBWMA of the Day which the Tote Bags were delivered and to whom they
644 were delivered with submittal of Contractor's monthly reports per Section 9.05.
645 Contractor's monthly reports shall also include an inventory of Recycling Tote-
646 Bags in stock.

647 3. Household Battery and Cell Phone Collection

- 648 a. Multi-Family Residential Complexes with individual Recycling Carts
649 for each dwelling unit. Contractor shall Collect Household Batteries
650 and Cell Phones placed on top of the Recyclable Materials Cart in
651 Contractor-provided or Customer-provided clear zip-close or tie-close
652 plastic bags clearly marked "Used Batteries and Cell Phones." Customers
653 will be notified to place all Household Batteries in a clear
654 zip-close plastic bag; tape the contacts of button cell batteries; and
655 wrap cell phones in paper (for protection) prior to placing in the
656 plastic bag. While Customers will be encouraged to follow the
657 participation parameters, Contractor shall be required to Collect the
658 Household Batteries and Cell Phones if Customers do not follow
659 these instructions.

- 660 b. Multi-Family Residential Complexes with Individual, Shared, or
661 Centrally-stored Recycling Carts or Bins. Contractor shall provide
662 one (1) or more centrally located Containers for the accumulation of
663 Household Batteries and Cell Phones. The number and location of
664 the Containers and the frequency of Collection shall be mutually
665 agreed to between the Contractor and the Owner or manager of the
666 complex. In the event the Owner or property manager requests that
667 the materials be Collected on an on-call basis, Contractor shall
668 provide that service at no additional cost.

669 4. Container Service Requirements. Container service requirements described
670 for Multi-Family Solid Waste Collection in Sections 5.02.B.3 through 5.02.B.7
671 are applicable for Collection of Targeted Recyclable Materials from Multi-
672 Family Premises.

673 **D. Commercial Premises**

674 1. General. Commercial Customers that subscribe to Solid Waste Collection
675 service shall be entitled to Collection of Targeted Recyclable Materials at no
676 additional charge, and Contractor shall provide the level of service required by
677 Commercial Customers requesting Recyclable Materials Collection services.
678 The level of service Contractor shall provide includes: Single-Stream Targeted
679 Recyclable Materials Collection or Source Separated Collection of cardboard,
680 mixed paper, food and recyclable beverage containers, or other Targeted
681 Recyclable Materials in a manner that best suits the needs of the Commercial
682 Customer.

683 Contractor shall Collect Single-Stream Targeted Recyclable Materials or other
684 Source Separated Recyclable Materials Generated at Commercial Premises at
685 least once per week or more frequently, up to seven (7) times per week, as
686 scheduled by the Customer provided that the Generator has Source Separated
687 the Targeted Recyclable Materials from Solid Waste and placed the materials in
688 the appropriate Contractor-provided Container. Contractor shall Collect
689 Targeted Recyclable Materials at the designated location agreed upon by
690 Contractor and Customer. The designated Collection location, if disputed by
691 Customer or Contractor, shall be determined by the Agency.

692 2. Service Methods. Contractor shall allow Commercial Customers to select a
693 Collection service method that best suits the needs of its Premises. Specifically,
694 the Contractor shall offer the following choices to Commercial Customers:

695 a. Cart service. Contractor shall allow Commercial Customers to use Carts
696 for Targeted Recyclable Materials Collection.

697 b. Bin service. Contractor shall allow Commercial Customers to use Bins for
698 Targeted Recyclable Materials Collection.

699 c. Shared Cart or Bin service. Contractor shall allow Commercial Customers
700 to use Carts or Bins for Targeted Recyclable Materials Collection that are
701 shared by the Occupants of two (2) or more Commercial Premises. In such
702 case, Contractor shall provide one (1) or more Carts or Bins to such
703 Premises as requested by Customer(s).

704 d. Drop Boxes and Compactors. Contractor shall allow Commercial
705 Customers to use Drop Boxes or Compactors for Targeted Recyclable
706 Materials. Contractor shall allow Customers to purchase or lease
707 Compactors through an outside vendor. Regular maintenance of
708 Compactors shall be required by Customer (or outside vendor) as
709 frequently as needed to keep the Compactors in good working order and
710 functioning at high compaction levels.

711 3. Container Service Requirements. Container service requirements described for
712 Multi-Family Solid Waste Collection in Sections 5.02.B.3 through 5.02.B.7 are

713 applicable for Collection of Targeted Recyclable Materials from Commercial
714 Premises.

715 **E. Agency Facilities**

- 716 1. General. Agency Facilities that subscribe to Solid Waste Collection service shall
717 be entitled to Collection of Targeted Recyclable Materials, and Contractor shall
718 provide the level of service required by Agency Facilities requesting Targeted
719 Recyclable Materials Collection services and shall not bill Agency for such
720 services. The level of service Contractor shall provide includes: Single-Stream
721 Targeted Recyclable Materials Collection or Source Separated Collection of
722 cardboard, mixed paper, food and recyclable beverage containers, or other
723 Targeted Recyclable Materials in a manner that best suits the needs of the
724 Agency Facility.

725 Contractor shall Collect Single-Stream Targeted Recyclable Materials or other
726 Source Separated Targeted Recyclable Materials Generated at Agency
727 Premises at least once per week or more frequently, up to seven (7) times per
728 week, as scheduled by the Agency provided that the Generator has Source
729 Separated the Targeted Recyclable Materials from Solid Waste and placed the
730 materials in the appropriate Contractor-provided Container. Contractor shall
731 Collect Targeted Recyclable Materials at the designated location agreed upon
732 by Contractor and Agency.

- 733 2. Service Methods. Contractor shall allow Agency Facilities to select a Collection
734 service method that best suits the needs of its Premises. Specifically, the
735 Contractor shall offer the following choices to Member Agency Facilities:

736 a. Cart service. Contractor shall allow Agency Facilities to use Carts for
737 Targeted Recyclable Materials Collection. Contractor shall provide each
738 Customer with a choice of one (1) or more Carts as specified in Attachment
739 D.

740 b. Bin service. Contractor shall allow Agency Facilities to use Bins for
741 Targeted Recyclable Materials Collection. Contractor shall provide each
742 Agency with a choice of one (1) or more Bins for each Agency Facility.

743 c. Centralized Cart or Bin service. Contractor shall allow Agency Facilities to
744 use Carts or Bins for Targeted Recyclable Materials Collection that are
745 shared by the Occupants of two (2) or more adjacent Agency Facilities. In
746 such case, Contractor shall provide one (1) or more Carts or Bins to such
747 Premises as requested by Agency.

748 d. Drop Boxes and Compactors. Contractor shall allow Agency Facilities to
749 use Drop Boxes or Compactors for the Collection of Targeted Recyclable
750 Materials. Contractor shall allow Agency to purchase or lease Compactors
751 through an outside vendor. Regular maintenance of Compactors shall be
752 required by Agency (or outside vendor) as frequently as needed to keep the
753 Compactors in good working order and functioning at high compaction
754 levels.

- 755 3. Public Recycling Receptacles. Contractor shall Collect Recyclable Materials
756 from public Recycling receptacles located on streets and parking lots, and from
757 public Recycling receptacles in parks that are accessible for Curbside

758 Collection. Contractor shall also Collect Recyclable Materials that are contained
759 in bags or boxes and placed adjacent to public Recycling receptacles. These
760 Collections will be made between one (1) and seven (7) Days per week, as
761 determined by Agency. If Contractor concludes upon visual inspection that the
762 Recyclables placed in (or adjacent to) the public Recyclables receptacles have a
763 Contamination Level greater than that which is acceptable at the MRF,
764 Contractor shall Collect the materials as Solid Waste. Contractor is responsible
765 for notifying Agency if a public Recycling receptacle is inoperable within twenty-
766 four (24) hours of observing or being notified of the defect. A list of public
767 Recycling receptacles is included in Attachment B. If persistent contamination
768 occurs in public Recycling receptacles then, at Contractor's request, appropriate
769 Agency staff shall meet with Contractor to discuss ways to address the problem.
770 Contractor shall not bill Agency for the services described in this paragraph.

771 **5.04 ORGANIC MATERIALS COLLECTION**

772 **A. Single-Family Dwelling.** Contractor shall Collect Source Separated Organic
773 Materials from SFD once per week. Collection of Organic Materials, Targeted
774 Recyclable Materials, and Solid Waste from the SFD shall occur on the same Day
775 each week. Contractor shall provide each Customer with one (1) Cart to be used
776 for storage and Collection of Organic Materials. Customers may request additional
777 Organic Materials Carts from Contractor for regular weekly Collection service, and
778 Contractor shall bill Customer at Agency-approved Charges specified in Attachment
779 Q. The Contractor shall provide Customers with a ninety-six (96) gallon Cart as
780 specified in Attachment D, unless the Customer requests an alternative Cart size, in
781 which case, the Contractor shall provide an alternative Cart as specified in
782 Attachment D.

783 For SFD Organic Materials Cart Collection, Contractor shall comply with the same
784 Collection provisions specified for Solid Waste Cart Collection pursuant to Sections
785 5.02.A.2, 5.02.A.3, and 5.02.A.4.

786 During the Term, Contractor shall provide, within five (5) Business Days of request
787 by Occupant, Kitchen Pails to new SFD Customers and to SFD Customers whose
788 Kitchen Pail is lost, stolen, damaged, or destroyed (such replacement shall be
789 limited to one (1) per year per Customer at no additional cost). Residents will be
790 discouraged from placing Kitchen Pail Curbside for Collection and will be instructed
791 to deposit the contents of the Kitchen Pail into the Organic Materials Cart.

792 **B. Multi-Family Premises.** Multi-Family Dwelling Customers shall have the option of
793 voluntarily subscribing to Organic Materials or Plant Materials Collection services,
794 Contractor shall bill Customers for such service at Agency-approved Rates.
795 Contractor shall Collect Source Separated Organic Materials or Plant Materials from
796 Multi-Family Residential Complexes that have subscribed to Organic Materials or
797 Plant Materials Collection service as frequently as scheduled by Customer, but not
798 less than once per week. Contractor shall provide each Customer with a choice of
799 Carts or Bins as specified in Attachment D. Contractor shall Collect Organic
800 Materials and Plant Materials at the location agreed upon by Contractor and
801 Customer. The designated Collection location, if disputed by Customer or
802 Contractor, shall be determined by the Agency.

803 Container service requirements described for Multi-Family Solid Waste Collection in
804 Sections 5.02.B.3 through 5.02.B.7 are applicable for Collection of Organic
805 Materials or Plant Materials from Multi-Family Premises.

806 C. **Commercial Premises.** Commercial Customers shall have the option of voluntarily
807 subscribing to Organic Materials or Plant Materials Collection services, and
808 Contractor shall bill Customers for such service at Agency-approved Rates.
809 Contractor shall provide Organic Materials or Plant Materials Collection service to
810 any and all Customers requesting service. Contractor shall Collect Organic
811 Materials or Plant Materials from Commercial Premises that have subscribed to
812 Organic Materials or Plant Materials Collection service as frequently as scheduled
813 by Customer, but not less than once per week.

814 Contractor shall allow Commercial Customers to select a Collection service method
815 that best suits the needs of its Premises. Specifically, the Contractor shall offer to
816 Commercial Organic Materials or Plant Materials Customers the Containers and
817 service choices that are offered for Commercial Solid Waste Collection pursuant to
818 Section 5.02.C.

819 Container service requirements described for Multi-Family Solid Waste Collection in
820 Sections 5.02.B.3 through 5.02.B.7 are applicable for Collection of Organic
821 Materials or Plant Materials from Commercial Premises.

822 D. **Agency Facilities.** Agency Facilities shall have the option of voluntarily subscribing
823 to Organic Materials or Plant Materials Collection services. Contractor shall not bill
824 Agency for such services.

825 Contractor shall provide Organic Materials or Plant Materials Collection service to
826 Agency Facilities requesting service. Contractor shall Collect Organic Materials or
827 Plant Materials from Agency Facilities that have subscribed to Organic Materials or
828 Plant Materials Collection service as frequently as scheduled by Agency, but not
829 less than once per week.

830 Contractor shall allow Agency to select a Collection service method that best suits
831 the needs of its Facilities. Specifically, the Contractor shall offer to Agency Facilities
832 the service choices that are offered for Solid Waste Collection from Agency
833 Facilities pursuant to Section 5.02.D.

834 E. **Holiday Tree Collection.** Contractor shall annually Collect Holiday Trees from
835 Residential Premises from January 2 through January 31. Contractor shall provide
836 this service on the regularly scheduled Organic Materials Collection Day.
837 Contractor will be required to Collect trees or pieces of trees, which are eight feet
838 (8') or less in length, void of tinsel, lights, ornaments, other decorations, and metal
839 or plastic stands (although flocked trees are acceptable), and are placed adjacent to
840 an Organic Materials Cart. Contractor shall make accommodations and provide
841 Collection service for Customers who are unable to cut trees into lengths of eight
842 feet (8') or less at no additional cost to the Customer and shall not bill Agency for
843 such services. After January 31, Contractor will be required to Collect trees placed
844 inside an Organic Materials Cart. These Collection parameters apply to both Special
845 Handling and Backyard Collection Service.

846 Contractor shall deliver a Bin or Drop Box for Holiday Tree Collection to Multi-
847 Family Residential Complexes upon request of the Owner or property manager.
848 Contractor shall provide this Collection service annually commencing January 2 and

849 shall continue to provide this service as long as requests are submitted to
850 Contractor, at no additional cost to Customer(s) and shall not bill Agency for such
851 services. The location for delivery of the Bin or Drop Box shall be agreed upon by
852 the Owner or property manager, and Contractor shall remove the Bin or Drop Box,
853 or Collect the trees loose, on the date requested by the Owner or property manager.
854 If the use of a Bin or Drop Box is not feasible, Contractor shall Collect the
855 uncontainerized Holiday Trees from one (1) or more designated consolidation
856 locations (e.g., adjacent to a Solid Waste enclosure) at each Multi-Family
857 Residential Complex as determined by the Owner or property manager. Contractor
858 shall be required to Collect all trees or pieces of trees, which are eight feet (8') or
859 less in length, void of tinsel, lights, ornaments, other decorations, and metal or
860 plastic stands (although flocked trees are acceptable) and are placed in the Bin or
861 Drop Box or at the agreed upon location. Contractor shall make accommodations
862 and provide Collection service for Customers who are unable to cut trees into
863 lengths of eight feet (8') or less at no additional cost to the Customer and shall not
864 bill Agency for such services.

865 Prior to December of each year, Contractor shall notify all Multi-Family Dwelling
866 Customers of this program and explain the limitations to the program, the dates of
867 service, and any materials preparation or participation requirements, including the
868 option to order a Bin or Drop Box, or Collect the trees loose from designated
869 Collection locations. To encourage participation in this program, Contractor shall
870 not charge Customers an additional fee for this service.

871 **5.05 RESIDENTIAL ON-CALL BULKY ITEM COLLECTION SERVICE**

872 **A. SFD General.** Contractor shall provide two (2) separate On-Call Curbside Bulky
873 Item Collection Service events to each Single-Family Dwelling Residential Premise
874 annually upon Owner's or Occupant's request at no cost to the Customer. Customer
875 may request additional Bulky Item Collection service events; and, Contractor shall
876 bill for the additional service at Agency-approved Charges in Attachment Q.
877 Contractor shall schedule the On-Call Bulky Item Collection Service events on the
878 regularly scheduled Solid Waste Collection Day for Single-Family Dwellings, no
879 more than ten (10) Business Days after the Owner's or Occupant's request subject
880 to the conditions specified in Section 5.05.H.

881 **B. MFD General.** Contractor shall provide two (2) separate On-Call Curbside Bulky
882 Item Collection Service events to each Multi-Family Residential Complex annually
883 upon Owner's or property manager's request at no cost to the Owner or property
884 manager. Owner or property manager may request additional Bulky Item Collection
885 service events; and, Contractor shall bill for the additional service at Agency-
886 approved Charges specified in Attachment Q. Contractor shall schedule On-Call
887 Curbside Bulky Item Collection Service events no more than ten (10) Business
888 Days after the Multi-Family Residential Complex Owner's or property manager's
889 request subject to the conditions specified in Section 5.05.H. Contractor will be
890 required to accommodate the Multi-Family Residential Complex's on-site
891 constraints to ensure convenient and safe collection events in an effort to maximize
892 diversion and minimize environmental impacts.

893 Contractor shall assist Owners and property managers of Multi-Family Residential
894 Complexes with scheduling events to effectively and efficiently provide the volume
895 of Collection service to which the complex is entitled annually based on the number
896 of Residential Premises at the complex. The provision of On-Call Collection of Bulky
897 Items is not intended to encourage or permit Multi-Family Residential Premises to
898 reduce the level of regularly scheduled Solid Waste Collection service that has been
899 previously provided to the complex. If Contractor, in its reasonable business
900 judgment, concludes that an Owner or property manager of a Multi-Family
901 Residential Complex is requesting On-Call Bulky Item Collection in order to reduce
902 its historical level of regular Solid Waste Collection service, Contractor may present
903 a factual report to Agency in support of an application to decline further requests for
904 On-Call Bulky Item Collection events at that complex for the remainder of the
905 calendar year. Within thirty (30) Days, Agency will review the application and report
906 and determine whether Contractor may decline all subsequent requests from that
907 complex for that calendar year or may limit the number of On-Call Bulky Item
908 Collection events it must provide. Until Agency makes, and notifies Contractor of,
909 its determination, Contractor is not required to provide additional On-Call Bulky Item
910 Collection service events to the complex in question.

911 C. **Scheduling of Events.** Contractor shall allow the scheduling of On-Call Bulky Item
912 Collection Service events from February 1 through December 31 of each Rate Year.
913 Contractor may provide additional On-Call Bulky Item Collection Service events for
914 a Customer beyond two (2) per Rate Year, and shall bill Customers for additional
915 service at Agency-approved Charges specified in Attachment Q. Contractor is
916 required to notify Customer if they have already received the annually allocated two
917 (2) Collection events within one (1) Business Day of Customer request. If Contractor
918 fails to notify Customer that they have received the annually allocated two (2)
919 Collection events, Contractor shall provide the service and is not entitled to
920 additional Contractor's Compensation from Customer or Agency for a third or
921 subsequent On-Call Bulky Item Collection Service event.

922 D. **Accepted Materials.** Residential Premises may place Solid Waste, Recyclable
923 Materials, and/or Organic Materials for Collection with the following allowances:

924 1. Solid Waste, Targeted Recyclable Materials, Organic Materials – Up to two (2)
925 cubic yards of materials per event, provided that such materials, except as set
926 forth below have been bagged, boxed, bundled, or containerized by the
927 Customer.

928 2. The Customer may place up to three (3) large items from the categories below:

929 a. Major Appliances – One (1) large appliance per event (e.g., washing
930 machine, clothes dryer, refrigerator, freezer).

931 b. Bulky Items – One (1) large Bulky Item per event (e.g., reusable furniture,
932 mattresses, four tires).

933 c. E-Scrap – One (1) item per event (e.g., a computer, computer monitor, or
934 television).

935 Contractor shall reject: liquids or sludge; dirt, rock, concrete or asphalt; materials
936 which exceed five (5) feet in length; commercial-sized refrigerators or freezers;
937 Construction and Demolition Debris; Hazardous Waste; or Infectious Waste.

938 Contractor may reject any individual item that weighs more than two-hundred (200)
939 pounds (excluding Major Appliances) unless Customer has paid, or has agreed in
940 advance to pay, an additional fee for service at Agency-approved Charges specified
941 in Attachment Q. Contractor may reject un-containerized Discarded Materials with
942 the exception of Major Appliances, Bulky Items, E-Scrap, and large pieces of
943 Organic Material such as tree limbs and dimensional lumber.

944 E. **Recycling and Reuse.** Contractor shall Collect materials in a manner that
945 maximizes reuse, Recycling, composting, and diversion of materials from Disposal.
946 Contractor shall make reasonable efforts to ensure that diversion goals are met or
947 exceeded. Disposal of materials shall be the Contractor's last option. At a
948 minimum, Contractor shall divert from Disposal: cardboard, E-Scrap, useable
949 furniture, Major Appliances, mattresses, Organic Materials, wood waste, and other
950 reusable or Recyclable Materials.

951 F. **Handling Major Appliances.** Major Appliances, Universal Waste, and E-Scrap
952 shall be reused, Recycled, or Disposed by Contractor in accordance with
953 requirements of Applicable Law. Any changes to such regulations made after
954 January 1, 2011 shall be addressed as though they are a Change in Law in
955 accordance with Section 11.05.

956 G. **Collection and Processing Methods.** All materials that can be handled by the
957 SFD Single-Stream Recycling, Organic Materials, or Solid Waste route Collection
958 vehicle would be assigned to one of these vehicles for Collection, with the goal of
959 maximizing diversion. All Collection of Bulky Items will be assigned for Collection by
960 a Collection vehicle, and the driver will segregate items Collected according to their
961 suitability for: (1) reuse or Recycling, and (2) Disposal, prior to their transport to
962 Shoreway Recycling and Disposal Center for processing. Any remaining items will
963 be Collected by a dispatched Collection vehicle. Contractor shall utilize these
964 procedures and vehicles in a manner that provides the maximum diversion of the
965 material Collected from the On-Call Bulky Item Collection Service event.

966 H. **Maximum Number of Daily Events.** Contractor shall schedule up to a maximum
967 of one hundred fifty (150) On-Call Curbside Bulky Item Collection Service events
968 per service day for the SBWMA Service Area ("daily limit"). The maximum number
969 of daily events includes On-Call Bulky Item Collection Service events provided to
970 both Single-Family and Multi-Family Residential Complexes, and those events
971 provided at no charge and events paid for by the Customer, Owner, or property
972 manager. Contractor shall schedule On-Call Curbside Bulky Item Collection Service
973 events no more than ten (10) Business Days after the Owner's or Occupant's
974 request up to the maximum number of daily events. Upon reaching the maximum
975 number of daily events, requested On-Call Curbside Bulky Item Collection Service
976 event shall be scheduled on the next available regularly scheduled Solid Waste
977 Collection Day.

978 SBWMA may adopt an allocation system for On-Call Bulky Item Collection Service
979 events, in order to allocate the "daily limit" for such events among Member
980 Agencies. If adopted, Contractor shall comply with the allocation system.

981 The Agency agrees not to assess Liquidated Damages if Contractor does not meet
982 the ten (10) Business Day requirement if the delay has resulted from (i) the volume
983 of On-Call Bulky Item Collection events being in excess of the "daily limit" for the

984 SBWMA Service Area or Agency, or (ii) the Customer's request to schedule the
985 event on a date more than ten (10) Business Days in the future.

986 Contractor shall notify the SBWMA and Agency when the daily average number of
987 events reaches one hundred and forty (140) events, where the daily average is
988 calculated on a weekly basis. When this threshold occurs, Parties shall meet and
989 confer to agree on a strategy for handling the volume of Bulky Item Collection
990 Service events.

991 **5.06 AGENCY FACILITY ON-CALL BULKY ITEM COLLECTION SERVICE**

992 Contractor shall provide each Agency Facility with one annual On-Call Bulky Item
993 Collection service event and shall not bill Agency for such services. Agency may request
994 additional Bulky Item Collection service events; and, Contractor shall bill for the
995 additional service at Agency-approved Charges specified in Attachment Q. The On-Call
996 Bulky Item Collection Service provisions set forth in Section 5.05 shall apply to the On-
997 Call Bulky Item Collection Service provided to Agency Facilities with the following
998 exceptions for frequency and service level/acceptable materials.

999 **A. Frequency of Service**

1000 Contractor shall provide this service to each Agency Facility annually.

1001 **B. Service Level/Accepted Materials**

1002 Agency Facilities may place for Collection, Solid Waste, Recyclable Materials,
1003 and/or Organic Materials with the following allowances:

- 1004 1. Solid Waste – Contractor shall provide a six (6) cubic yard or smaller Bin upon
1005 request.
- 1006 2. Recyclable Materials, Organic Materials – Up to two (2) cubic yards of
1007 materials per event, provided that such materials, except as set forth below
1008 have been bagged, boxed, bundled, or containerized by the Customer.
- 1009 3. The Agency may place up to three (3) large items from the categories below:
 - 1010 a. Major Appliances – One (1) large appliance per event (e.g., washing
1011 machine, clothes dryer, refrigerator, freezer).
 - 1012 b. Bulky Items – One (1) large Bulky Item per event (e.g., reusable furniture,
1013 mattresses, four tires).
 - 1014 c. E-Scrap – One (1) item per event (e.g., a computer, computer monitor, or
1015 television).

1016 Contractor shall reject: liquids or sludge; dirt, rock, concrete, or asphalt; materials
1017 which exceed five (5) feet in length; commercial-sized refrigerators or freezers;
1018 Construction and Demolition Debris; Hazardous Waste; or, Infectious Waste.
1019 Contractor may reject any individual item that weighs more than two-hundred (200)
1020 pounds (excluding Major Appliances) unless Customer has paid, or has agreed in
1021 advance to pay an additional fee for service at Agency-approved Charges specified
1022 in Attachment Q, and Contractor may reject un-containerized Discarded Materials
1023 with the exception of Major Appliances, Bulky Items, E-Scrap, and large pieces of
1024 Organic Material such as tree limbs and dimensional lumber.

1025 **5.07 CONFIDENTIAL DOCUMENT DESTRUCTION SERVICE EVENT**

1026 The SBWMA will take the lead in scheduling one confidential document destruction
1027 service event for each Member Agency annually at no additional cost to Agency or
1028 Customers. The SBWMA will hire and pay for a third party document destruction service
1029 provider to service the event. The document destruction service provider shall provide
1030 adequate equipment and staffing necessary for the event and shall ensure full
1031 destruction of confidential documents and other materials delivered by Customers to the
1032 site of the event. Contractor shall reimburse the SBWMA for the cost of one confidential
1033 document destruction event per Member Agency per year, up to maximum of one
1034 thousand two hundred dollars (\$1,200.00) per event, but otherwise shall have no
1035 involvement with the event. The cost reimbursement amount shall be adjusted annually
1036 commencing with Rate Year Twelve (2022) by one hundred percent (100%) of the
1037 Annual Index Change in CPI-U, as defined in Attachment K.

1038 **5.08 COLLECTION FOR LARGE VENUES AND COMMUNITY EVENTS**

1039 Contractor shall provide Collection services, upon request, to any Venue and
1040 Community Event within Service Area. Specifically, Contractor shall provide, at a
1041 minimum, Solid Waste and Targeted Recyclable Materials Collection services, and shall
1042 also provide Organic Materials Collection services if one (1) cubic yard or more of
1043 Organic Material is generated per day at the Venue or Community Event. Contractor
1044 shall provide Collection as frequently as requested by the Agency or the Community
1045 Event organizer. Contractor shall provide an adequate number and type of Collection
1046 Container(s) for the Venue or Community Event and shall coordinate its Collection
1047 services with Agency or Community Event organizer. Containers shall be appropriately
1048 labeled to collect Solid Waste, Recyclable Materials, or Organic Material, per the
1049 requirements specified by the SBWMA. Upon request of the Agency or the Community
1050 Event organizer, Contractor shall provide an adequate number of its employee(s) for
1051 each Community Event to ensure all Solid Waste, Recyclable Materials, and Organic
1052 Materials Collection locations (i.e., Containers that are placed on-site for use by event
1053 patrons) are kept clean and uncontaminated; to empty or exchange Containers as the
1054 need arises; and to respond to overages or spills.

1055 Within ten (10) Business Days of Contractor receiving a request to supply an Community
1056 Event with Solid Waste, Targeted Recyclable Materials, and Organic Materials
1057 Collection services, the Contractor will either meet with or schedule a meeting with the
1058 Community Event organizer to discuss the Community Event's parameters, including
1059 location, number of people attending, type of Community Event, type of food being
1060 provided, and other related issues. Once parameters of the Community Event are
1061 determined, proper Containers will be provided by Contractor, with emphasis on
1062 Recycling and diversion of the materials generated.

1063 Contractor shall also supply and staff an information booth at each Venue and
1064 Community Event, upon request from Agency. In addition, Contractor shall prepare and
1065 distribute information to the public at Venues and Community Events describing the
1066 Collection options available at the Venue or Community Event and promoting Recycling
1067 programs in the Agency, upon request from Agency. All information prepared for
1068 distribution to Venues and Community Events shall be approved by Agency prior to
1069 distribution. The Contractor shall report the Tonnage of material Collected at each

Venue and Community Event to the Agency and, upon Agency request, to the Community Event organizer.

For Venues and Community Events, which are required to comply with the Large Venues and Events Recycling Law, codified at Public Resources Code Section 42648 et seq., Contractor shall assist the Venue or Community Event organizer in preparing a Recycling plan and reporting all information required by those provisions of the law. Contractor shall be required to provide, at a minimum, the following information for each Venue or Community Event:

1. List of qualifying large Venues and Community Events in Service Area.
2. Physical and mailing address.
3. Contact name, address, phone number, and email address.
4. Type of Venue or Community Event (e.g., museum, concert, sporting event).
5. Status of the Venue or Community Event written waste diversion/Recycling plan.
6. A description of the extent in which the plan has been implemented.
7. Service level provided (i.e., Solid Waste, Recyclable Materials, and Organic Materials).
8. Tons disposed and diverted, by material type.
9. Description of the scope and types of diversion programs provided.
10. Other information required by law.

Contractor shall provide the Collection services required by this Section for the Agency-sponsored Venues and Community Events listed on Attachment C, at no charge to the Agency or the Community Event organizer. A preliminary list of Agency-sponsored Venues and Community Events is provided in Attachment C. Agency may add additional events to those listed in Attachment C or modify this list if events change during the Term and shall make such modifications as part of the Three-Year Public Education Plan (in accordance with Section 7.03.B). If the number of events listed in Attachment C increases during the Term above the number on the preliminary list on Attachment C, Contractor shall be entitled to receive compensation for the number of additional events provided service each Rate Year based on the Charges for additional events specified in Attachment Q. For other Venues and Community Events, Contractor may bill the Venue or Community Event organizer at the Agency-approved Charges for comparable On-Call Commercial Solid Waste and Organic Materials Collection Service. Recyclable Materials Collection service shall be provided at no additional cost to Community Events that subscribe to Solid Waste or Organic Materials Collection service.

5.09 ABANDONED WASTE CLEANUP COLLECTION SERVICE

A. **General.** Contractor shall provide abandoned waste cleanup Collection service to Agency as provided herein. Contractor shall schedule up to a maximum of thirty (30) abandoned waste Collection events per service day for the SBWMA Service Area. Contractor shall make every effort to collect abandoned waste within one (1) Business Day of being notified by Agency, SBWMA, Customer, or Contractor's vehicle drivers and route supervisors of the occurrence of abandoned waste or illegal dumping. Upon reaching the maximum thirty (30) events, Collection of

- 1112 abandoned waste event shall be scheduled and performed by Contractor on the
1113 next available service day. This service shall require Contractor to Collect
1114 abandoned or illegally dumped Solid Waste, Recyclable Materials, and Organic
1115 Materials. This service does not include Collection of litter or litter abatement
1116 activities.
- 1117 Contractor shall notify the SBWMA and Agency when the daily average number of
1118 events reaches twenty-five (25) events, where the daily average is calculated on a
1119 weekly basis. When this threshold occurs, Parties shall meet and confer to agree on
1120 a strategy for handling the volume of abandoned waste Collection events.
- 1121 B. **Materials to be Collected.** Contractor shall only be required to Collect abandoned
1122 waste materials of the types that Contractor is required to Collect under the On-Call
1123 Bulky Item Collection program, as specified in Section 5.05.D. Abandoned waste
1124 shall only be Collected by Contractor in public right of ways, and Contractor shall
1125 not be responsible for any Collection of abandoned waste materials that are on
1126 private properties or easements where ownership of properties are in question or
1127 shared.
- 1128 C. **Collection Protocols.** For abandoned Recyclable Materials, Organic Materials,
1129 and Solid Waste, Contractor shall dispatch its regular route drivers to provide
1130 Collection service. For Bulky Items, Contractor shall dispatch a Collection vehicle
1131 capable of Collecting the Bulky Items to provide the Collection service. For other
1132 items including, but not limited to, Hazardous Waste, Household Hazardous Waste,
1133 and Sharps, Contractor shall promptly notify Agency.
- 1134 D. **Processing.** All abandoned or illegally dumped materials Collected by Contractor
1135 shall be transported to Shoreway Recycling and Disposal Center for processing,
1136 with the exception of scrap metal, and all related diversion statistics shall be
1137 included in the appropriate reports to the Agency for all materials Collected.
1138 Contractor shall be allowed to transport scrap metal directly to a licensed scrap
1139 metal recycler. Contractor shall, to the greatest extent possible, deliver all reusable
1140 non-metal abandoned waste items to organizations such as Society of St. Vincent
1141 de Paul and Goodwill Industries, or other organizations as directed by Agency.
- 1142 E. **Agency-Specific Reporting.** The Agency may request Contractor to interface with
1143 an Agency-specific web-based application for reporting completion of abandoned
1144 waste collections. In such case, Agency shall compensate Contractor on an annual
1145 basis for this additional effort at a rate to be mutually agreed by Agency and
1146 Contractor.

1147 **5.10 COATS FOR KIDS PROGRAM**

1148 If requested by Agency, Contractor shall implement a "Coats for Kids Program" annually
1149 at no additional cost to Customers and shall not bill Agency for such services. The
1150 program shall consist of Contractor's drivers Collecting coats from Customers on their
1151 route over a one (1) to two (2) week period during the fall, as well as from Collection
1152 Containers placed by Contractor in various public locations specified by Agency, such as
1153 libraries, City Hall, and businesses. The coats collected through this program will be
1154 sorted and laundered by Contractor, and arrangements made by Contractor for
1155 distribution to a local non-profit organization, such as the Family Services Agency. Prior
1156 to the implementation of the program, Contractor shall present a detailed program plan
1157 to Agency for review and approval. All related diversion statistics shall be included in the

1158 appropriate reports to the Agency. Annually, no later than sixty (60) Days prior to the
1159 start of the program, Contractor shall notice Agency regarding the program start and end
1160 date.
1161

1162 The general scope of outreach that shall be conducted in order to properly promote the
1163 program shall include, but not be limited to promotion on websites, and distribution of
1164 media such as flyers and press releases.

1165 **5.11 COMPOST GIVE-AWAY**

1166 Contractor shall coordinate with the Agency to host "Bring Your Own Bucket" (BYOB)
1167 giveaway of compost to residents. Contractor shall take the lead in organizing the
1168 delivery of compost by Operator to either Shoreway Environmental Center (if Contractor
1169 is delivering compost in a Drop Box) or directly to the event (by Operator). The BYOB
1170 compost giveaway shall provide residents with free compost to enrich their gardens
1171 while also educating residents on the benefits of home composting. If included in the
1172 Three-Year Public Education Plan as a requirement, Contractor representatives shall be
1173 on hand to distribute Recycling guides and other educational material promoting waste
1174 reduction and Recycling. Contractor is required to deliver to Agency thirty (30) cubic
1175 yards of compost annually in one (1) or two (2) deliveries for the BYOB events and/or for
1176 use at Agency facilities and shall not bill Agency for such services. Agency shall
1177 schedule events as far in advance as possible. Contractor can only schedule up to four
1178 (4) events in any weekend and lead-time is needed to ensure adequate promotion of the
1179 event. The SBWMA will take the lead promoting the .BYOB events. If Agency requests
1180 delivery of more than thirty (30) cubic yards of compost annually, Contractor shall
1181 provide the delivery and bill Agency the Charge specified in Attachment Q or Contractor
1182 shall be entitled to an increase in Contractor's Compensation for the Rate Year that the
1183 compost is delivered to Agency based on the Charge specified in Attachment Q.

1184 **5.12 RESERVED**

1185 **5.13 COMMUNITY DROP-OFF EVENTS**

1186 Upon request by Agency, Contractor shall hold drop-off events at a location selected by
1187 the Agency to allow Residential Customers to drop off acceptable materials. Acceptable
1188 materials, which shall be determined by the Agency, may include one or more of the
1189 following: E-Scrap, Universal Waste, Recyclable Materials, Organic Materials, and
1190 Solid Waste.

1191 A. General Requirements. Contractor shall promote, manage, staff, and operate
1192 drop-off event(s) for Residential Customers scheduled for one (1) weekend Day
1193 (i.e., Saturday or Sunday) or two (2) consecutive weekend Days upon request from
1194 Agency.

1195 The Agency shall approve the date of the drop-off event and all advertisements or
1196 public announcements related to such event. Contractor shall promote the event by
1197 preparing Billing inserts to be included in each Customer's Bill and by advertising in
1198 a minimum of two local area newspapers as approved by the Agency.

1199 Contractor shall manage, staff, and supervise the event. Contractor shall provide
1200 traffic control and signage; inspect materials delivered to the event; separate

- 1201 materials; document each material type and quantity; transport Collected materials
1202 to reuse, processing, or Disposal locations; and clean up the location at the end of
1203 the event.
- 1204 Contractor shall not charge Customers delivering materials to the event.
- 1205 B. Accepted Materials. Customers may deliver and Contractor shall accept Major
1206 Appliances, Bulky Items, Source Separated Targeted Recyclable Materials, Source
1207 Separated Organic Materials, tires (i.e., four (4) per Customer, removed from rims,
1208 no commercial tires), clean unpainted wood, Construction and Demolition Debris,
1209 Universal Waste, E-Scrap, and Solid Waste. Contractor shall be allowed to reject:
1210 liquids or sludge; cement; dirt; asphalt; concrete; Hazardous Waste; or Infectious
1211 Waste. Contractor shall not establish a limit on the volume or weight of materials
1212 that a Customer may bring for Collection.
- 1213 C. Participants. Contractor shall verify Residents live in the Agency by reviewing a
1214 driver's license or utility bill.
- 1215 D. Event Hours. Contractor shall accept materials from Residential Customers over
1216 one (1) weekend Day (i.e., Saturday or Sunday) or two (2) consecutive weekend
1217 Days from 8:00 a.m. to 5:00 p.m.
- 1218 E. Recycling and Reuse. Contractor shall Collect materials in a manner that
1219 maximizes reuse, Recycling, composting, and diversion of materials from Disposal.
1220 Contractor shall make reasonable efforts to ensure that diversion goals are met or
1221 exceeded. Contractor shall separate Recyclable Materials and Organic Materials
1222 and transport such materials to the Designated Transfer and Processing Facility or
1223 an alternative processing site with advance authorization from Agency. Contractor
1224 shall coordinate with re-use vendor(s) to have a representative present at the drop-
1225 off event to accept donated clothes or other reusable items. Disposal of materials
1226 shall be the Contractor's last option.
- 1227 F. Handling Major Appliances. Major Appliances shall be reused, Recycled, or
1228 Disposed by Contractor in accordance with requirements of Applicable Law. Any
1229 changes to such regulations made after January 1, 2011 shall be addressed as
1230 though they are a Change in Law in accordance with Section 11.05.
- 1231 G. Scheduling Community Drop-Off Events. Upon request from Agency, Contractor
1232 shall promote, manage, staff, and operate community drop-off events described in
1233 this Section. If Agency exercises such right, it shall provide written notice to
1234 Contractor at least three (3) months before the first day of the requested drop-off
1235 event. Agency shall compensate Contractor for such service based on Contractor's
1236 Charge specified in Attachment Q.
- 1237 H. Confidential Document Destruction Service. If requested by Agency, Contractor
1238 shall provide confidential document destruction service at the drop off event(s).
1239 Contractor shall provide adequate equipment and staffing necessary for the event
1240 and shall ensure full destruction of confidential documents and other materials
1241 delivered by Customers at the site of the event. This service shall be provided by
1242 Contractor at no additional cost to Customers and shall not bill Agency for such
1243 services.

1244 **5.14 MIXED USE BUILDINGS**

- 1245 A. **General.** Contractor shall provide Solid Waste, Targeted Recyclable Materials, and
1246 Organic Materials Collection services to Mixed Use Building Customers in
1247 accordance with the requirements for provision of these services to Commercial
1248 Customers pursuant to Sections 5.02.C, 5.03.D, and 5.04.C. Contractor shall work
1249 cooperatively with the Owner or property manager of the Mixed Use Building to
1250 agree on the type and size of Containers to be provided and whether or not the
1251 Commercial and Residential portions of the Mixed Use Building will share service or
1252 have designated Containers for Collection.
- 1253 B. **Service Capacity.** For the Residential Premises of the Mixed Use Buildings,
1254 Contractor shall provide no less than ninety-six (96) gallons per week of Solid
1255 Waste Container capacity for every five (5) Residential dwelling units. At a
1256 minimum, Contractor shall provide twenty (20) gallons per week of Container
1257 capacity for Single-Stream Targeted Recyclable Materials Collection for every
1258 Residential dwelling at the Mixed Use Building.
- 1259 C. **Recycling Tote Bags.** Contractor shall provide the Residential Premises units of
1260 the Mixed Use Building with Recycling Tote Bags in accordance with the Multi-
1261 Family Recycling Tote Bags requirements pursuant to Section 5.03.C.2.
- 1262 D. **Household Battery and Cell Phone Collection.** Contractor shall provide the
1263 Residential Premises of the Mixed Use Building with Household Battery and Cell
1264 Phone Collection in accordance with the Multi-Family Household Battery and Cell
1265 Phone Collection service requirements pursuant to Section 5.03.C.3.
- 1266 E. **Bulky Item Collection.** Contractor shall provide the Residential Premises of the
1267 Mixed Use Building with two (2) annual On-Call Bulky Item Collection Service
1268 events per Mixed Use Building in accordance with the Multi-Family On-Call Bulky
1269 Item Collection service requirements pursuant to Section 5.05. Such service must
1270 be requested by the Owner or property manager.
- 1271 F. **Recycling Promotion.** Contractor shall provide the Residential Premises of the
1272 Mixed Use Building with the Recycling promotion services that are provided to
1273 Multi-Family Dwellings under Section 7.05, and shall provide the Commercial units
1274 of the Mixed Use Building with the Recycling promotion services that are provided
1275 to Commercial Premises under Section 7.04.
- 1276 G. **Holiday Tree Collection.** Contractor shall provide Holiday Tree Collection Service
1277 to Residential Premises of the Mixed Use Building in accordance with the Multi-
1278 Family Holiday Tree Collection Service requirements in Section 5.04.E.
- 1279 H. **Other**
- 1280 1. **Conflict.** The Parties acknowledge that Mixed Use Building is a new category
1281 and that Mixed Use Buildings may be coded in Contractor's software system as
1282 Multi-Family Residential Complexes, as Commercial Customers, or (in the
1283 event of separate accounts for the Residential and Commercial parts of the
1284 Premises) as both. In the event of any conflict between the provisions of this
1285 Agreement relating to Mixed Use Buildings, on the one hand, and those
1286 relating to Multi-Family Residential Complexes or Commercial Premises, on the
1287 other hand, the provisions relating to Mixed Use Buildings shall govern.

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2. Customer Database. Contractor shall use good faith efforts, within the constraints of its existing software system and cost structure, to develop a method for coding Mixed Use Buildings in the Contractor's customer service and routing databases to allow for various reports to be generated for Mixed Use Buildings. The approach to coding the Mixed Use Buildings, and implementation thereof, shall be reviewed and approved by the SBWMA on or before the Commencement Date.
 3. Collection Vehicles. At its option, Contractor may provide Collection service to Mixed Use Buildings using its Single-Family or Commercial Collection vehicles.

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ARTICLE 6 TRANSPORTATION

1301 **6.01 TRANSPORTATION OF COLLECTED MATERIALS**

1302 Contractor shall transport and deliver all Solid Waste, Source Separated Targeted
1303 Recyclable Materials, Used Motor Oil, Used Motor Oil Filters, Household Batteries, Cell
1304 Phones, Bulky Items, Abandoned Waste, and Organic Materials Collected under this
1305 Agreement to the Designated Transfer and Processing Facility. Once Collected
1306 materials are deposited by Contractor at the Designated Transfer and Processing
1307 Facility, such materials shall become the property of SBWMA or Operator. The
1308 Contractor is not responsible for providing processing services except as provided in
1309 Section 6.04.

1310 **6.02 LIMITATIONS ON CONTAMINATION**

1311 A. **General.** The Agency is required by the Act and other State legislation/regulations
1312 (such as, but not limited to, AB 341, AB 1594, AB 1826, SB 1061, and SB 1383)
1313 and its implementing regulations to divert a substantial portion of Solid Waste
1314 generated by residents, businesses, and institutions within its Service Area from
1315 Disposal at a landfill. In order to accomplish this, the Agency, through the SBWMA,
1316 has made a major investment in new recycling equipment and facilities at Shoreway
1317 Recycling and Disposal Center. In order for that equipment to operate efficiently,
1318 the amount of Contamination in loads of Recyclable Materials, Organic Materials,
1319 and Plant Materials delivered to Shoreway Recycling and Disposal Center must be
1320 limited to specific levels. Moreover, higher levels of Contamination can make
1321 processed Recyclable Materials unmarketable or substantially reduce the price that
1322 purchasers are willing to pay. The cost that the SBWMA must charge users of
1323 Shoreway Recycling and Disposal Center (including Agency) is directly affected by
1324 the amount of revenue generated by sales of Recyclable Materials processed by its
1325 Operator. Therefore, for both environmental and financial reasons, it is important
1326 that Contractor place a high priority on ensuring that Contamination in loads of
1327 Recyclable Materials, Plant Materials, and Organic Materials delivered to Shoreway
1328 Recycling and Disposal Center is minimized. Contractor shall work collaboratively
1329 with Agency and SBWMA to accomplish this and will implement the specific
1330 measures described in this Section and Section 6.03.

1331 B. **Contamination Levels.** The maximum Contamination Levels for each category of
1332 Recyclable Materials, Plant Materials, and Organic Materials are specified in Table
1333 1.

Table 1. Maximum Contamination Levels	
Material Category	Maximum Contamination Level (% by weight)
Commercial Source Separated or Targeted Recyclable Materials	10%
MFD and Commercial Plant Materials	5%
Single-Family Organic Materials	5%
Commercial Organic Materials	10%

1334 If two (2) or more loads from the same route are brought to Shoreway Recycling
 1335 and Disposal Center in a given month with Contamination Levels greater than those
 1336 specified in Table 1, Contractor shall visually inspect materials at the point of
 1337 Collection on that route to identify the source of the Contamination. If the source
 1338 can be identified, Contractor shall follow up with the Customer(s) that need further
 1339 assistance to reduce Contamination and to resolve the Contamination issue. At any
 1340 time, the SBWMA may request for the sampling of a load of materials.

1341 **C. Inspecting for Excessive Contamination in Single Loads**

1342 The Operator will inspect loads of materials delivered to Shoreway Recycling and
 1343 Disposal Center. The Operator may set aside for sampling a load of material that
 1344 appears to exceed the Contamination Levels in Table 1.

1345 When setting aside a load for sampling, the Operator will document the truck
 1346 number, the date and time of delivery, and will take a photograph of the load. The
 1347 methodology for sampling of single loads is set forth in Attachment E.

1348 If an entire load is sorted to determine Contamination, as contemplated by
 1349 subsections D and E below, then Contractor or its representative shall have the
 1350 right to be present at, observe, and photograph and video all aspects of the sort.

1351 **D. Supplemental Processing Fee for Excessive Contamination in Salvageable**
 1352 **Single Loads**

1353 If a load of materials is determined based on (1) sorting of the entire load, or (2)
 1354 sample testing pursuant to Section 6.02.C to contain Contamination in excess of the
 1355 levels specified in Table 1, but is determined by the SBWMA to be salvageable,
 1356 Contractor shall be required to pay SBWMA a supplemental processing fee of
 1357 \$25.00 per Ton for the load.

1358 The supplemental processing fees shall be adjusted annually by the Annual Index
 1359 Change in CPI-U in the same manner described in Attachment K.

1360 **E. Payment of Transfer, Transportation, and Disposal of Unsalvageable Single**
 1361 **Loads**

1362 If a load of materials is determined based on (1) sorting of the entire load, or (2)
 1363 sample testing pursuant to Section 6.02.C to contain Contamination in excess of
 1364 the levels specified in Table 1, and is determined by SBWMA to be
 1365 unsalvageable, Contractor shall reimburse SBWMA for the cost of transfer,
 1366 transportation, and Disposal of the load, which shall be calculated as the weight

1367 of the load multiplied by the then-current per-Ton fee for transfer, transport, and
1368 Disposal pursuant to the agreement between the SBWMA and Operator.

1369 **6.03 CONTRACTOR METHODS OF CONTROLLING CONTAMINATION**

1370 A. **General.** Contractor shall assist in controlling Contamination Levels by helping to
1371 educate Customers on acceptable and non-acceptable materials, by monitoring the
1372 contents of Collection Containers and by refusing to Collect Containers of Targeted
1373 Recyclable Materials, Plant Materials, and Organic Materials that appear to exceed
1374 the maximum Contamination Levels in Section 6.02 Table 1, all as and to the extent
1375 set forth in this Section 6.03.

1376 Drivers that dismount from Collection vehicles in order to empty Containers shall lift
1377 the Container lid and observe the contents. If Contamination appears to be present
1378 in excess of the applicable maximum Contamination Level, the driver will not empty
1379 the Container, but will instead affix a "non-collection notice." The non-collection
1380 notice shall (i) inform the Customer of the reason(s) for non-collection, (ii) include
1381 the date and time the notice was left, and (iii) describe the premium Charge to
1382 Customer for Contractor to return and Collect the Container after Customer
1383 removes the Contamination. The driver shall document the non-collection event
1384 and a customer service representative shall update the Customer's computerized
1385 account record to note the event. Upon request from Customer, Contractor shall
1386 Collect Containers that received non-collection notices within one (1) Business Day
1387 of Customer's request if the request is made at least two (2) Business Days prior to
1388 the regularly scheduled Collection Day. Contractor shall bill Customer for the extra
1389 Collection service event ("extra pick-up") at Agency-approved Charges specified in
1390 Attachment Q only if Contractor notifies Customer of the premium Charge for this
1391 service at the time the request is made by Customer.

1392 Drivers providing automated Collection service shall observe, via the hopper video
1393 camera and monitor system, the contents of the Containers as it is being emptied
1394 into the vehicle. If the driver observes Contamination in excess of the applicable
1395 maximum Contamination Level, the driver shall affix a "courtesy notice" to the
1396 emptied Container. The courtesy notice shall (i) inform the Customer of the
1397 observed presence of unacceptable levels of Contamination, (ii) include the date
1398 and time the notice was left, (iii) describe the premium charge to Customer for
1399 Contractor to return and Collect Contaminated Containers after Customer removes
1400 the Contamination. The next day on which that Customer is to receive service, the
1401 driver shall dismount the Collection vehicle, lift the lid of the Container, and visually
1402 inspect the contents. If the driver determines that the Container again contains
1403 excess Contamination, the Container shall not be Collected. Instead, the driver will
1404 record the non-collection event in the on-board computer system and shall affix a
1405 non-collection notice to the Container.

1406 If a driver observes Hazardous Materials in an uncollected Container, the driver
1407 shall record that observation in the on-board computer system and also inform the
1408 route supervisor. The route supervisor shall investigate and initiate applicable
1409 action within one (1) Business Day.

1410 Whenever a Container at a Commercial or a Multi-Family Dwelling Complex
1411 Customer is not Collected, Contractor shall contact the Customer on the scheduled
1412 Collection Day by telephone to explain why the Container was not Collected.

1413 Whenever a Container is not Collected because of excess Contamination, a
1414 customer service representative shall contact the Customer to discuss, and
1415 encourage the Customer to adopt, proper materials-preparation and separation
1416 procedures.

1417 **B. Periodic Route Audits.** Contractor shall conduct a route audit of any route from
1418 which two (2) or more loads are found to exceed the applicable maximum
1419 Contamination Levels set forth in Section 6.02 Table 1 during any thirty (30) day
1420 period, as well as any other route whose loads consistently exceed the maximum
1421 Contamination Levels.

1422 When a route is identified as requiring a route audit, Contractor will provide a route
1423 auditor to precede the Collection vehicle and physically examine the contents of
1424 each Container or Cart prior to emptying. The route auditor shall affix non-collection
1425 notices to at least ninety percent (90%) of all Containers that contain Contamination
1426 in excess of applicable maximum Contamination Levels.

1427 Contractor shall submit a monthly route audit report within five (5) Business Days
1428 after the end of each route audit that has been conducted during the previous
1429 month. The report shall describe in detail Contractor's conduct of the audit, as well
1430 as the public education and outreach activities that it employed to encourage and
1431 facilitate changes in Customer behavior that will reduce Customers discarding
1432 Contamination in Containers designated for Recyclable Materials or Organic
1433 Materials.

1434 The audit of a route shall continue for a period of four (4) consecutive weeks after
1435 the route has been identified as requiring an audit under the first paragraph of this
1436 Section 6.03.B.

1437 **6.04 PROCESSING OF OTHER MATERIALS**

1438 Upon request by Agency, and with the prior approval of SBWMA, the Contractor shall be
1439 responsible for, or shall arrange for, processing, Recycling, and/or reuse of Bulky Items,
1440 Major Appliances, and Specialty Recyclable or Reusable Materials (excluding
1441 Construction and Demolition Debris) Collected pursuant to this Agreement. If Agency
1442 determines a need for processing of other materials, changes can be made as described
1443 in Section 15.12.

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ARTICLE 7 OTHER SERVICES

1446 **7.01 CUSTOMER BILLING**

1447 A. **Billing.** Contractor shall prepare and mail Bills for services provided to Customers
1448 by Contractor and shall collect Customer payments.

1449 1. Frequency. Contractor shall Bill Single-Family Customers quarterly in amounts
1450 equal to the Agency-approved Rates and Charges for service for a three (3)
1451 month period (i.e., using a quarterly format), unless the Agency requests a
1452 more frequent Billing interval in which case the Contractor shall be entitled to a
1453 reasonable adjustment in its compensation related to the additional costs for
1454 the Agency-directed change in Billing frequency. Contractor shall issue Single-
1455 Family Residential Bills three (3) months in advance in a manner such that
1456 one-third (1/3) of SFD Customers are Billed each month. Contractor shall bill
1457 Multi-Family Dwelling and Commercial Customers monthly in arrears in the
1458 amount equal to Customers' subscribed Rates and Charges for service for a
1459 one (1) month period.

1460 2. Automated Billing and Payment. In an effort to reduce paper waste, Contractor
1461 shall make available to all Customers an automated Billing and payment
1462 system. This system should be website-based and allow Customers to view
1463 and pay Bills through Contractor's website. Through the Contractor's website,
1464 Customers may request to cease paper Billing and receive all Bills through e-
1465 mail and/or Contractor's website. Contractor shall ensure that the electronic
1466 Billing and payment website conforms to industry-standard practices for
1467 electronic commerce security. However, Contractor shall ensure that these
1468 Customers are compiled in a list to ensure that Billing inserts are mailed
1469 directly.

1470 3. Bill Format. Contractor shall Bill Customers using a Bill format (i.e., post-card
1471 Billing format or conventional envelope/insert) approved by the Agency, if
1472 Customer does not opt-out by requesting use of the automated Billing and
1473 payment system. Contractor shall promote the website-based Billing and
1474 payment system on all paper Bills sent to Customers. Agency shall have the
1475 right to revise the Billing format (e.g., size, font, frequency, etc.) and to itemize
1476 certain charges and to review the Billing procedures. Contractor shall be
1477 compensated for any cost increases that result from the Agency-directed
1478 change to the Billing format.

1479 4. Records. Contractor shall maintain, for inspection by the Agency, copies of
1480 Customer Billings and receipts, in chronological order, for a period of five (5)
1481 years after the date of service. Contractor shall maintain those records in
1482 electronic format. SBWMA and Agency staff or representatives shall be given
1483 access to such records upon one (1) Business Day notice.

1484 Agency shall be allowed to access and review Contractor's Billing systems on
1485 an appointment basis and such access shall not be unreasonably withheld by
1486 Contractor.

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5. **Rates.** Agency shall establish, by resolution or ordinance, Rates for the types of service provided as described in Section 11.07 or elsewhere in this Agreement. Contractor shall Bill and collect at those Agency-approved Rates.
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6. **Service Stops.** Contractor shall allow Customers to suspend service and Billings when the Premises are unoccupied. Single-Family Residential Customers may suspend service for a minimum of one (1) Service Day on a maximum of three (3) occasions each Rate Year. Commercial Customers may suspend service for a minimum of two (2) Service Days on a maximum of six (6) occasions each Rate Year. Multi-Family Customers may not suspend service without prior written approval from Agency. The Billings for both Residential and Commercial Customers shall be prorated by Contractor in accordance with Customer's requests to suspend service.
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- B. **Delinquent Payment.** Residential Customers shall be considered delinquent sixty (60) Days after start of the quarter in which the services are provided, and Multi-Family Dwelling and Commercial Customers shall be considered delinquent thirty (30) Days after payment is due. Contractor shall address the issue of delinquent payment as specified in Attachment H.
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- C. **Local Office.** Contractor shall maintain a local office in the Shoreway Environmental Center, located at 225 Shoreway Road, San Carlos, California, for acceptance of in-person payment of bills. If office space at Shoreway Environmental Center becomes unavailable for the Contractor's use, Contractor shall establish a local office in the SBWMA Service Area. Such a change shall be considered an Agency-directed change in scope and handled in accordance with provisions in Section 15.12. At the local office, Contractor shall accept as payment personal checks, money orders, cashiers' checks, and credit cards. The local office shall be open for business from 8:00 a.m. until 5:00 p.m. Monday through Friday, exclusive of Holidays specified in Attachment A for the local office.
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- D. **Contractor Revenue Collection.** Contractor shall collect revenue for services described herein on behalf of the Agency. Revenues collected on behalf of the Agency or SBWMA shall be handled as described in Article 11 of this Agreement.
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- E. **Review of Billings.** Contractor shall review its Billings to Customers, issued pursuant to Section 7.01.A. The purpose of the review is to determine that the amount which Contractor is Billing each Customer is correct in terms of the level of service (i.e., frequency of Collection, size of Container, location of Container) being provided to such Customer by Contractor. Contractor shall review Customer accounts not less than once every three (3) calendar years for each Commercial, Multi-Family Dwelling, and SFD Customer, unless Agency directs Contractor to do so more frequently. Contractor shall submit to Agency a written report of the status of its review annually no later than forty-five (45) Days after the end of each calendar year. The intent of this Section is for Agency to receive reports on an annual basis for one-third (1/3) of all Customer accounts, and for all Customer accounts to be reviewed every third year of the Agreement. The scope of the review and the reviewer's work plan shall be submitted to Agency for approval no later than six (6) months before the submission of the first report.
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- F. **Agency or SBWMA Billing Review.** Contractor acknowledges that Agency or SBWMA may perform, or cause to be performed, Billing reviews periodically. Contractor agrees to participate and cooperate with SBWMA and Agency and its

1534 agents to accomplish these reviews and conduct any data collection and report
1535 preparation that may be requested. The Contractor's full cooperation with these
1536 reviews may include, but is not limited to: (i) allowing Agency or SBWMA staff or
1537 consultants to ride along with drivers in Collection vehicles during daily Collection
1538 operations; (ii) providing for interviews of personnel at all levels, with or without
1539 management oversight; (iii) providing reporting related to franchised operations
1540 available through Contractor's automated systems; and, (iv) adjusting routing, public
1541 information, outreach, or program availability based upon the recommendations of
1542 the audit, if approved by the SBWMA or Agency.

- 1543 G. **Privacy of Customer Information.** Contractor shall not distribute or sell Customer,
1544 Owner, or Occupant information such as names, addresses, and telephone
1545 numbers to other Persons with the exception of distribution to the Agency, SBWMA,
1546 or its agents for reporting and contract compliance purposes and distribution to
1547 Contractor's Billing agent (if Contractor uses a Related Party Entity or Subcontractor
1548 for Billing purposes).

1549 7.02 CUSTOMER SERVICE

1550 Contractor is responsible for ensuring that all staff and Customer service representatives
1551 (CSR) maintain a professional and courteous demeanor when in contact with Agency,
1552 SBWMA, and the public. Contractor shall be responsible for all employee interactions
1553 with Customers, SBWMA, and Agency staff. Contractor is required to ensure that its
1554 Customers are consistently treated courteously and are presented with timely,
1555 responsive, and thorough solutions to problems and requests for information. Contractor
1556 shall meet monthly to discuss compliance with the Customer service standards
1557 described herein if requested by Agency.

1558 A. Local Office

1559 Contractor shall operate a local office at the Shoreway Environmental Center,
1560 located at 225 Shoreway Road, San Carlos. If office space at Shoreway
1561 Environmental Center becomes unavailable for the Contractor's use, Contractor
1562 shall establish a local office in the SBWMA Service Area. Such a change shall be
1563 considered an Agency-directed change in scope and handled in accordance with
1564 provisions in Section 15.12. Contractor's office hours shall be, at a minimum, from
1565 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of Holidays specified in
1566 Attachment A for the local office. Contractor shall be responsible for ensuring that a
1567 qualified representative is available at a local office within the SBWMA Service Area
1568 during office hours to communicate with the public and accept Bill payments from
1569 Customers. Contractor shall offer bi-lingual Customer service at the local office by
1570 employing CSRs with English and Spanish language capabilities. The local office
1571 and Customer service telephone number(s) shall either be a local or toll free call.

1572 Contractor's telephone system shall adequately handle the volume of calls typically
1573 experienced on the busiest days. Contractor shall have a company representative,
1574 an answering service, or voice-mail system available for calls received during non-
1575 business hours and Holidays specified in Attachment A for the local office.

1576 Contractor shall employ sufficient Customer service staff and management
1577 practices to ensure that the Average Speed of Answer is equal to or less than thirty
1578 (30) seconds and the maximum Hold Time is ninety (90) seconds or less.

1579 Contractor shall be required to track all informational requests so that appropriate
1580 public outreach materials can be designed to target commonly asked questions.
1581 Contractor shall be responsible for promoting use of the Contractor's website for
1582 scheduling of On-Call Collection Service events and obtaining answers related to
1583 common informational requests through: (i) public education and promotion
1584 materials; and, (ii) a recorded message Customers will hear while on-hold with the
1585 Customer service department.

1586 Contractor shall maintain and publicize an e-mail address whereby Customers can
1587 communicate with the Contractor's Customer service staff. Contractor shall monitor
1588 the email at least once per Business Day, and ensure that a twenty-four (24) hour
1589 response time is maintained.

1590 **B. Customer Service Call Center and Staffing**

1591 Contractor is required to operate a Customer service call center that will serve as
1592 the primary telephone point of contact and information for all services. The
1593 Customer service call center hotline is required to be staffed live during regular
1594 business hours (i.e., Monday through Friday 8:00 a.m. to 5:00 p.m.) by sixteen (16)
1595 Customer service representatives (includes one (1) receptionist who performs
1596 Customer service activities). In addition, the Customer service call center shall offer
1597 multi-lingual Customer service by employing a minimum of two (2) bilingual
1598 Customer service representatives with English and Spanish language capabilities,
1599 and contracting with a service to provide bilingual capacity for other languages
1600 including Cantonese, Mandarin, and Vietnamese. Contractor shall provide
1601 immediate access to interpreters for over one-hundred and seventy-five (175)
1602 languages through the use of Language Line service, or a similar service.

1603 **C. Website**

1604 Contractor shall maintain and publicize an up-to-date website whereby Customers
1605 can conduct business with Contractor in both English and Spanish. Contractor is
1606 required to update the website monthly, and more frequently if necessary. At a
1607 minimum, the website shall:

- 1608 1. Allow Customers to view and pay Bills issued by Contractor, as required in
1609 Section 7.01;
- 1610 2. Allow Customers to schedule services including On-Call Service events, On-
1611 Call Bulky Item Collections, extra Collections, service changes, temporary Drop
1612 Box service, service terminations, and service stops;
- 1613 3. Provide answers to frequently asked questions including: proper Container set-
1614 out instructions; list of acceptable Recyclable and Organic Materials; Collection
1615 Days (in response to Customer input of service address); Billing issues,
1616 Customer service telephone and e-mail contact information; and the
1617 Designated Transfer and Processing Site hours, directions, and acceptable
1618 materials;
- 1619 4. Provide complete list of Agency-approved Rates and Charges for all
1620 Customers;
- 1621 5. Allow Customers to file Complaints and receive from Contractor e-mail
1622 responses to Complaints;

- 1623 6. Provide a link to enable Customers to email Contractor; and,
1624 7. Maintain and produce visitor logs and reporting including website and individual
1625 page visitation, number of web-based Bill payments per month, number of
1626 website-submitted Complaints per month, and individual and summary
1627 Customer Complaint and resolution reporting.

1628 **D. Customer Information System Requirements**

1629 Contractor is required to use a Customer information system with software
1630 applications capable of documenting all correspondence and conversations,
1631 pertaining to the services specified herein, between Contractor, Customers,
1632 Occupants, Agency, and SBWMA. The system shall include, at a minimum, the
1633 following data fields:

- 1634 1. Date and time of Customer correspondence or contact with Contractor (e.g.,
1635 phone call, email)
1636 2. Date and time response was provided
1637 3. Date and time resolution was provided
1638 4. Customer's name and contact information (multiple phone numbers and email
1639 addresses)
1640 5. Account address
1641 6. Service address
1642 7. Occupant address
1643 8. Service location information including:
1644 a. Number of units
1645 b. Number, size, and type of Solid Waste, Organic Materials, and Targeted
1646 Recyclable Materials Containers
1647 c. Collection Service Day
1648 d. Route number
1649 e. Backyard service status
1650 f. Special Handling Service status
1651 g. Bulky Item Collection history (e.g., number of annual services performed,
1652 date requested, date provided)
1653 9. Service issue, Complaint, or Inquiry
1654 10. Time frame stipulated for Contractor to resolve issue
1655 11. Description of Contractor's resolution of service issue or Complaint, or
1656 response to Inquiry
1657 12. Date and time that Contractor's resolution took place
1658 13. CSR or Contractor's employee identification code of employee inputting the
1659 Complaint or Inquiry
1660 14. CSR or Contractor's employee identification code of employee inputting the
1661 resolution

1662 The system shall be capable of:
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- 1664 1. Providing real-time access to complete Customer contact history from the
1665 commencement of service in 2011;
- 1666 2. Providing Agency and SBWMA the capacity to submit work orders (e.g.,
1667 specifying the Inquiry, Complaint, or request for service) electronically directly
1668 to Contractor using Contractor's web-based software;
- 1669 3. Documenting non-Collection events including problem description and
1670 resolution;
- 1671 4. Tracking non-Collection events necessary to fulfill the requirements in Section
1672 8.02(F); and,
- 1673 5. Fulfilling Customer service reporting requirements as specified in Article 9.
- 1674 E. **Monthly Meetings with Agency.** If requested, Contractor shall meet monthly with
1675 Agency to discuss compliance with the Customer service standards specified in this
1676 Section 7.02, Attachment I (Performance Incentives and Disincentives), and
1677 Attachment J (Liquidated Damages).
- 1678 F. **Quality Assurance Program.** Each month Contractor's Customer service
1679 representatives shall contact by telephone a minimum of two hundred (200)
1680 Customers within the SBWMA Service Area to inquire about the quality of their
1681 Customer service experience when interacting with the Contractor's Customer
1682 service center. The Customers contacted shall be (i) representative of different
1683 Service Sectors, (ii) distributed among Member Agencies, and (iii) selected from
1684 among Customers that have recently contacted the Contractor via phone and spoke
1685 live with a Customer service representative. The Customers contacted each day
1686 shall be randomly selected from the pool of Customers that contacted the
1687 Contractor the prior Business Day and such calls shall be evenly distributed (e.g.,
1688 approximately 12 to 13 calls per Business Day) throughout the month with some
1689 exceptions as follows: calls will be made during non-peak call volume days (i.e., 2nd,
1690 3rd, and 4th weeks after billing); and no calls will be made immediately after a
1691 holiday. When placing the calls, the Contractor will use a standardized survey that
1692 will be completed during the phone interview of the Customer. If a message is left
1693 with the Customer, the message left by the Contractor shall direct the Customer to
1694 complete an online survey. Both survey instruments (for phone interviews and
1695 online survey) shall have similar questions and be subject to approval by the
1696 SBWMA. Contractor employees placing the calls shall not be the same employee
1697 that spoke to the Customer the prior Business Day; Contractor employees shall be
1698 calling Customers that another employee spoke to the prior Business Day.
1699 Customer service representatives shall ask about (i) Customers' satisfaction with
1700 Solid Waste, Recyclable Materials, Organic Materials, and Bulky Item Collection
1701 services, (ii) Customers' satisfaction of the Customer service experience when
1702 interacting with the Contractor's Customer service department, and, (iii) Customer's
1703 suggestions for opportunities to improve service. The quality assurance program
1704 reporting requirements are specified in subsection 9.05.G.
- 1705 G. **Preprogrammed Call Transfer.** Contractor shall maintain the ability to provide
1706 preprogrammed call transfer service to Agency. With this communications feature
1707 in place, when a Customer calls Contractor about an issue or concern that pertains
1708 to Agency but is not related to Collection services provided by Contractor,
1709 Contractor shall immediately transfer the phone call to the offices of Agency through

1710 a dedicated telephone line designated by Agency. The call transfer shall be
1711 seamless, and appear to the Customer as if Contractor were transferring the call
1712 internally.

- 1713 H. **Customer Service Operations Plan.** Contractor shall annually submit its
1714 Customer service operations plan. The Customer service operations plan shall
1715 describe how Contractor uses its customer relationship management system, linked
1716 to on-board GPS tracking system, to share real-time information between
1717 Customers, drivers, customer service representatives, managers, and SBWMA and
1718 Agency staff. The plan will provide details on how Contractor automatically detects
1719 and records information on each Customer pickup, real-time transmission of service
1720 extras, blocked cars, safety notes, and exceptions to service.

1721 7.03 PUBLIC EDUCATION AND PROMOTION

1722 Contractor and Agency agree that all public education activities will be a collaborative
1723 effort among the SBWMA, Agency, and Contractor. Contractor shall be responsible for
1724 ensuring that its Customers consistently receive a high level of service and
1725 responsiveness.

- 1726 A. **General.** Contractor acknowledges and agrees that education and public
1727 awareness are critical and essential elements of any effort to achieve diversion.
1728 Contractor shall educate Residential and Commercial Customers on the following:
1729 (i) the benefits of source reduction, reuse, Recycling, and Composting and related
1730 program opportunities; (ii) proper handling of Hazardous Waste; (iii) specific
1731 services offered by the Contractor; and (iv) Rates for Collection services. The
1732 public education program shall include distribution of public education materials
1733 when Collection services are changed during the Term; and when new Collection
1734 services are implemented during the Term. In addition, the public education
1735 program shall include on-going education activities throughout the Term.
1736 Educational materials that SBWMA will pay for, produce and jointly distribute, shall
1737 include, but not be limited to, those listed in Section 7.03(D).

- 1738 B. **Three-Year Public Education and Recycling Technical Assistance Plan.** The
1739 SBWMA, Member Agencies, and Contractor shall cooperate to prepare a joint
1740 Public Education and Recycling Technical Assistance Plan every three (3) years
1741 (Three-Year Plan). The Three-Year Plan will be an SBWMA-wide plan; therefore,
1742 separate plans will not be prepared for each Member Agency. Generally, the Three-
1743 Year Plan will focus on coordinating public education and recycling technical
1744 assistance efforts and making efficient use of each Party's available resources in
1745 those areas. In the case of Contractor, the process may and potentially result in
1746 modifying Contractor's activities through a reallocation of Waste Zero Specialists'
1747 staff time and public education and outreach resources, to the extent they can be
1748 reallocated without causing the Contractor to default in performance of its
1749 expressed obligations under this Agreement.

1750 The Parties shall cooperate to finalize the Three-Year Plan on or before January 1
1751 of Rate Years Eleven (2021), Fourteen (2024), Seventeen (2027), Twenty (2030),
1752 Twenty-three (2033) and, if the Term is so extended, Twenty-six (2036) and
1753 Twenty-nine (2039). SBWMA and Contractor shall jointly develop a schedule for
1754 preparation of the Plan, which shall involve the following elements:

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1. Public Education Plan. Working collaboratively with the Contractor, SBWMA will develop, and the Contractor shall review, the first section of the Three-Year Plan, which shall include a detailed list of public education activities to be undertaken by SBWMA and Contractor for the coming three (3) Rate Years. The plan shall list each public education piece or activity (e.g., newsletters, Bill inserts, flyers, newspaper advertisements, website enhancements, etc.) to be prepared or conducted in the coming three (3) Rate Years, the purpose of the piece, the key subject(s) to be covered, the anticipated date of issuance/completion, performance standards, and quarterly reporting requirements. In addition, the plan shall list all Community Events for each Member Agency that the Contractor plans to attend and the public education it intends to provide at each such event (e.g., exhibit at Earth Day Event, Chamber of Commerce meetings, etc.) in the three (3) coming Rate Years.
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2. Recycling Technical Assistance Plan. Working collaboratively with the SBWMA, Contractor shall develop a draft of the second section of the Three-Year Plan, which shall include a detailed list of Commercial, Mixed Use, and Multi-Family Recycling technical assistance activities to be undertaken by Waste Zero Specialists for the coming three Rate Years, the objectives of such activities, specific performance standards for the activities, the anticipated time frames for completion, the distribution of such activities across Member Agencies, quarterly reporting requirements, and any specific actions to be undertaken to meet the specific needs of one or more Member Agencies. Pursuant to Sections 7.04 and 7.13, SBWMA may request an adjustment in the staffing level for the Waste Zero Specialists.
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3. Plan Review. SBWMA shall coordinate with the Member Agencies to seek input on the Three-Year Plan. After Member Agencies have provided their input, the Contractor shall provide the SBWMA with its final comments for both sections of the Three-Year Plan two (2) weeks after receiving the revised draft of the plan.
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4. Completion of Plan Activities. During each Rate Year, the SBWMA, Agency, and Contractor shall each complete all elements and tasks specified in the Three-Year Plan that it has agreed to perform, in accordance with the schedule and budget presented in the Three-Year Plan. The Agency or SBWMA may, by providing written approval to Contractor, waive or postpone completion of any requirement of Contractor stated in the Three-Year Plan (it being understood that such right of Agency shall only apply to activities within Agency's Service Area). Waste Zero Specialists shall be dedicated to performing services for the SBWMA and Member Agencies and Customers within the SBWMA Service Area. Their main focus shall be on performing the tasks identified in the Public Education and Recycling Technical Assistance Plan. In addition to the tasks defined in the Public Education and Recycling Technical Assistance Plan, Agency recognizes that Waste Zero Specialists will participate in Contractor's employee programs such as company training programs, occasional staff meetings, and other activities, provided that such participation is commensurate with their position.
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- C. **Content and Production Requirements.** The SBWMA will prepare all public education materials and request that they be reviewed by Contractor prior to production. Contractor shall review and comment on the materials within two (2)

1803 weeks of request from the SBWMA or Agency. Bill inserts shall be designed and
1804 produced by the SBWMA with review and comment by Contractor, and approval
1805 from the Agency.

1806 The public education materials shall emphasize use of visual/graphic images as
1807 much as practical. Furthermore, the materials shall include a clear listing of
1808 program participation parameters and targeted materials.

1809 All public education materials shall be printed on paper containing the highest levels
1810 of recycled-content material reasonably practical.

1811 The SBWMA shall develop a multi-lingual approach to preparing all public education
1812 materials, and all public education materials shall be provided in both English and
1813 Spanish.

1814 **D. SBWMA and Agency Responsibilities**

1815 SBWMA shall take primary responsibility for implementation of the public education
1816 and outreach campaign that will be used to announce changes in Collection
1817 services. Development of the public education and promotion strategy and
1818 implementation schedule will be a collaborative process among Contractor,
1819 SBWMA, and Agency.

1820 The SBWMA and Agency's responsibilities with regard to public education and
1821 promotion activities shall include, but not be limited to, the following:

- 1822 1. Provision of public education to SFD, MFD, Commercial, and Agency Facility
1823 Customers with a broad focus on waste prevention, reuse, and Recycling.
- 1824 2. Preparation and distribution of newsletters for all SFD and MFD Occupants, at
1825 frequency determined by SBWMA or Agency.
- 1826 3. Preparation and distribution of Multi-Family Dwelling toolkits for MFD complex
1827 Owners and managers.
- 1828 4. Purchase of desk-side and other interior Targeted Recyclable Materials and
1829 Organic Materials receptacles for Commercial Customers.
- 1830 5. Purchase of Recycling Tote-Bags for distribution to MFD complexes.
- 1831 6. Preparation and distribution of an electronic newsletter for the Commercial
1832 sector and MFD complex managers.
- 1833 7. Preparation and provision of outreach materials to schools.
- 1834 8. Development and maintenance of SBWMA website.
- 1835 9. Production of decals for Used Motor Oil jugs.
- 1836 10. Production of Household Battery and Cell Phone Recycling bags.
- 1837 11. Each Rate Year, SBWMA shall develop and produce the following Bill inserts
1838 (for distribution by Contractor):
 - 1839 a. Annual On-Call Collection Services Collection notice (one (1) SFD Solid
1840 Waste Bill insert).
 - 1841 b. Annual Holiday Tree Recycling notice (separate for SFD and MFD - two
1842 (2) Solid Waste Bill inserts).
 - 1843 c. Annual "Reduce Holiday Packaging" notice (one (1) SFD and MFD Solid
1844 Waste Bill insert).

- 1845 d. Twice annual compost giveaway notice (two (2) SFD and MFD Solid
1846 Waste Bill inserts).
- 1847 e. Twice annual Commercial Recycling notice (two (2) Commercial Solid
1848 Waste Bill inserts).
- 1849 f. Annual Commercial Recycling awards notice (one (1) Commercial Solid
1850 Waste Bill insert).
- 1851 12. If Agency or SBWMA requests distribution of additional Bill inserts, SBWMA or
1852 Agency shall develop and produce the Bill inserts.
- 1853 13. Prepare and manage press releases.
- 1854 E. **Contractor Responsibilities.** Contractor will be required to provide the following
1855 services:
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- 1857 1. Actively collaborate with Agency and SBWMA on the public education strategy
1858 and development of materials.
- 1859 2. Distribute public education and promotion materials to new Customers during
1860 the Term.
- 1861 3. Provide public education door hangers, posters, and other promotional
1862 materials to Multi-Family Dwelling Customers during the Term.
- 1863 4. Deliver Recycling Tote-Bags to MFD complexes.
- 1864 5. Deliver desk-side and other interior Targeted Recyclable Materials and Organic
1865 Materials receptacles for Commercial Customers and Agency Facilities.
- 1866 6. Produce and deliver non-collection notices, in both English and Spanish. The
1867 format and content of the non-collection notices must be approved in advance
1868 by Agency and SBWMA.
- 1869 7. Affix Used Motor Oil Recycling decals to jugs for inclusion in Used Motor Oil
1870 Recycling kits.
- 1871 8. Assemble and deliver Used Motor Oil Recycling kits upon request from SFD
1872 Customers. Kits must be provided to Customer within five (5) Business Days of
1873 Customer request.
- 1874 9. If approved by Agency, deliver Household Battery and Cell Phone Recycling
1875 bags upon request from Customers. Bags must be provided to Customer within
1876 five (5) Business Days of Customer request.
- 1877 10. Staff a booth at local public events and distribute promotional and educational
1878 materials.
- 1879 11. Coordinate with SBWMA regarding SBWMA student tours at Shoreway
1880 Environmental Center; make classroom presentations upon request; provide
1881 school activities for students about the 4Rs.
- 1882 12. Conduct presentations at community meetings, service clubs, senior centers,
1883 and neighborhood associations.
- 1884 13. Promote recycling and organics Collection programs on the sides of Collection
1885 and route supervisors' vehicles. These advertising campaigns must be
1886 approved in advance by Agency and SBWMA.

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14. Each Rate Year insert with its Bills, up to twelve (12) Solid Waste Bill inserts produced by SBWMA or Agency. A total of nine (9) Bill inserts are specified in subsection D above.
 15. If Agency has specified a post card Bill format, the notices described as "Bill inserts" shall be separately mailed by Contractor. In addition, if Bills (in whatever format) are mailed at intervals that do not accommodate the timely distribution of the specified notices, notices shall be separately mailed as necessary by Contractor. Agency shall reimburse Contractor for any postage fees paid by Contractor to conduct such separate mailings.
 16. Contractor's outreach and education material shall place a strong emphasis on Recycling and reuse, encouraging Customers to take advantage of donation opportunities offered by local non-profit organizations such as the Society of St. Vincent de Paul, Goodwill Industries, and the Salvation Army. In addition, Contractor shall promote other resources for reuse, such as the Freecycle Network™, an online resource for the free and local exchange of goods, the Resource Area for Teachers (RAFT), local schools, and other community organizations that are in need of reusable goods.
 17. Upon request by Agency, Contractor shall promote its services to Customers using Agency's email distribution list or an email distribution list authorized by Agency.
 18. As appropriate, Contractor shall request SBWMA or Agency to issue press releases related to programs, and, upon request, provide draft content for such press releases.

1910 F. **Reserved**

1911 G. **Meeting Requirements**

1912 Upon request from Agency or SBWMA, the general manager or his/her designee is
1913 required to meet quarterly, and more frequently if necessary, with Agency and/or
1914 SBWMA staff to review public education and promotion activities. In addition, the
1915 general manager or his/her designee shall be required to represent Contractor at all
1916 monthly SBWMA Board of Director meetings.

1917 H. **Agency Rights**

1918 Contractor acknowledges that the public education and promotion activities listed
1919 are critical to the success of Agency's diversion performance relative to the Act and
1920 other State legislation/regulations (such as, but not limited to, AB 341, AB 1594, AB
1921 1826, SB 1061, and SB 1383). As such, Contractor acknowledges Agency's rights
1922 to the following:

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1. Contractor shall make available to Agency and SBWMA all public educational materials used by Contractor, which Agency and SBWMA shall approve prior to their use;
 2. Agency and SBWMA shall retain the right to modify, expand, or reduce the minimum public education requirements;
 3. Agency may require Contractor to work with a public education consultant selected by Agency or the SBWMA;
 4. Agency may perform, or request that the SBWMA perform on its behalf, the public education efforts assigned to the Contractor; and,

1932 5. Agency or SBWMA may provide additional, supplemental public education
1933 materials as it deems appropriate.

1934 I. **Reporting Requirements**

1935 Contractor shall prepare and submit reports related to its public education activities
1936 as provided in Article 9.

1937 J. **Service Notice**

1938 Contractor shall periodically prepare and distribute to each Customer a notice listing
1939 Agency-approved Rates for standard Collection services, Agency-approved
1940 Charges for other services, annual Holiday Collection Schedule, and a general
1941 summary of services required under this Agreement to be provided Customers and
1942 optional services which may be furnished by Contractor. Such notice shall be
1943 approved by the Agency prior to distribution.

1944 7.04 **COMMERCIAL RECYCLING PROMOTION PROGRAM**

1945 A. **Commercial Recycling Promotion Program Staff.** Contractor shall maintain a
1946 Commercial Recycling promotion program staff that will be primarily responsible for
1947 supporting Commercial, Mixed Use Building, and Multi-Family Dwelling Accounts
1948 and Agency Facilities Recycling-related and Organics-related Collection services.
1949 The Commercial Recycling promotion staff for the SBWMA Service Area shall
1950 consist of Waste Zero Specialists (recycling coordinators), as specified in
1951 Attachment O.

1952 Contractor shall notify Agency and SBWMA within ten (10) Business Days if any of
1953 the Waste Zero Specialists resigns or is terminated from employment, and shall use
1954 reasonable good faith efforts to initiate recruitment of the position within thirty (30)
1955 days.

1956 If Contractor has one or more Waste Zero Specialist positions unfilled, as approved
1957 in the Three-Year Recycling Technical Assistance Plan, for more than ninety (90)
1958 Days, Contractor and SBWMA shall meet and confer regarding the reasons for the
1959 difficulty in filling the position(s) and ways to remedy the employment gap. In
1960 addition, Contractor shall reimburse Agency for the cost of each such unfilled
1961 position for the period exceeding ninety (90) Days. The Contractor shall calculate
1962 the cost reimbursement for the unfilled position(s) including the avoided cost of
1963 wages, benefits, payroll taxes, and workers compensation insurance, for such
1964 position and shall provide supporting documentation justifying its cost
1965 reimbursement calculations. Such reimbursement shall be made as a deduction to
1966 Contractor's Compensation through the annual Contractor's Compensation
1967 adjustment process described in Article 11 and Attachment K.

1968 SBWMA reserves the right to request an increase or decreases in the number of
1969 Waste Zero Specialists. Such a change shall be considered an Agency-directed
1970 change in service and handled in accordance with provisions in Section 15.12.

1971 B. **Signs and Placards.** Contractor shall be responsible for preparing, distributing,
1972 and posting signs at Commercial Collection Premises that promote Targeted
1973 Recyclable Materials and Organic Materials Collection services, describe the
1974 program requirements, and identify allowable and prohibited types of materials for
1975 Collection. At a minimum, the signs or placards shall be durable and weather

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resistant, and affixed in the Container areas. Upon request from Customer, Contractor shall provide signs and Container labeling in a second language such as, but not limited to, Spanish. Within ten (10) Business Days of a Customer's request, Contractor shall provide extra signs for use in areas such as employee training areas, break rooms, kitchens, and janitorial areas at Commercial Premises. The design of all signs and placards shall be approved by Agency or SBWMA prior to distribution by Contractor.

- C. **Community Events.** At the direction of the Agency or SBWMA, Contractor shall participate in and promote diversion techniques at Community Events and local activities. Participation includes providing educational and public outreach information and promotional giveaways in an effort to promote the Agency's waste reduction and recycling program goals. Each year the Community Events that Contractor agrees to participate in shall be outlined in the Three-Year Public Education Plan described in Section 7.03.B. Attachment C presents a preliminary list of the Community Events, which may be modified annually through the development of the Three-Year Public Education Plan, as described in Section 5.08.
- D. **Notification to Commercial Customers.** Immediately upon request from a new or current Customer for new or changes in service, Contractor shall notify Customer by phone or email of the Targeted Recyclable Materials and Organic Materials Collection services offered by Contractor. Such notification shall be made available in English and Spanish.
- E. **Targeted Commercial Recycling Promotion.** To assist Customers in maximizing participation in Recyclable Materials and Organic Materials Collection programs, Contractor shall provide Commercial Customers with on-site waste assessments based on visual assessment of Collection Containers and technical assistance in selecting appropriate service levels. In providing such assistance, Contractor shall follow the Three-Year Recycling Technical Assistance Plan described in Section 7.03.B, which will include details on the type of Commercial Recycling technical assistance promotion and the number of waste assessments for Customers to be provided in Agency's Service Area. For all other Commercial Customers not specified in the Three-Year Plan, Contractor shall provide technical assistance as needed or requested and visual on-site Collection Container assessments. Contractor shall document the names of the Customers receiving the waste assessments, the date of the assessment, the Solid Waste, Source Separated or Targeted Recyclable Materials, or Organic Materials service levels at the time of the assessment, and recommended changes to service level(s). Upon request, Contractor shall provide details of waste assessments to Agency or SBWMA.
- F. **Enclosure Specifications.** Contractor shall work with the Agency to develop standard specifications for Collection Container enclosures at Multi-Family Residential Complexes, Mixed Use Buildings, and Commercial Premises to ensure that Container enclosures have adequate space and suitable configuration to allow the Contractor to safely and efficiently service the Containers. The enclosure specifications shall require provision of adequate space for Solid Waste, Targeted Recyclable Materials, and Organic Materials Collection Containers. Contractor provided the enclosure specifications to the Agency on or before the effective date of the 2009 Franchise Agreement and shall be required to update these specifications as frequently as needed or as requested by Agency.

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- G. **Plan Review.** Contractor shall review plans for land use or property developments, upon request of the Agency, to assess the adequacy of Container enclosure space allowances for Solid Waste, Recyclable Materials, and Organic Materials Collection Containers and the accessibility of Containers by Collection vehicles. The Contractor's review shall be completed by the Contractor within ten (10) Business Days of request by Agency and receipt of the project design drawings. If site conditions warrant, the Contractor shall conduct a site visit of the proposed property to complete its evaluation. The Contractor's review shall be summarized in a letter report that states acceptability of the proposed enclosure arrangements or notes specific changes that are required to comply with the enclosure specification. The letter report shall be signed by the Person that conducted the review, or designee, on behalf of the Contractor. This review shall include, but not be limited to:
 1. Adequacy of the Container enclosure space to store Containers for the anticipated volume of Solid Waste, Targeted Recyclable Materials, and Organic Materials generated by a development of the size and purpose contemplated;
 2. Adequacy of Container enclosure space to store Containers for Solid Waste, Targeted Recyclable Materials, and Organic Materials in a fashion that allows for the greatest possible diversion of materials; and,
 3. Adequacy and accessibility of the Container enclosure space for Contractor to safely and efficiently service all Containers in the contemplated service locations taking into account the dimensions of the enclosure space, the access road dimensions, parking arrangements, pedestrian traffic, change in elevation, other site considerations, and Collection vehicle capabilities.
 - H. **Reporting.** Contractor shall prepare and submit reports related to the Commercial Recycling promotion program as provided in Article 9.
 - I. **Mandatory Commercial Recycling Assistance to Agency.** Contractor shall assist Agency and SBWMA with implementing, monitoring, and reporting on Commercial, Mixed Use, and MFD Customers' compliance with requirements for Recyclable Materials and Organic Materials diversion under AB 341, AB 1826, or other similar Applicable Law. Upon Agency's reasonable request and in accordance with Section 9.09.E, Contractor shall provide Agency with periodic reports on Commercial, Mixed Use, and MFD Customers that do not appear to be complying with State or local diversion regulations, policies, or requirements of, based on the observations of Contractor's employees and/or subscription data.

2058 **7.05 MULTI-FAMILY RECYCLING PROMOTION PROGRAM**

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- A. **Multi-Family Dwelling Promotion.** Contractor shall provide Waste Zero Specialists to work directly with Owners or property managers of Multi-Family Residential Complexes to implement the Single-Stream Targeted Recyclable Materials and Organic Materials Collection services, and to assess Customer service for all Multi-Family Residential Complexes. The Multi-Family complexes that Contractor shall visit each year and the outreach activities that shall be performed shall be outlined in the Three-Year Recycling Technical Assistance Plan described in Section 7.03.B and approved by the Agency and SBWMA. The Contractor's implementation activities may include, but shall not be limited to, the following types of tasks for Multi-Family Residential Complexes that subscribe to

2069 Single-Stream Targeted Recyclable Materials and/or Organics Materials Collection
2070 services:

- 2071 1. **Site Assessments.** Contractor shall contact or meet in person with Owner or
2072 property manager to explain the Single-Stream Targeted Recyclable Materials
2073 and/or Organics Materials Collection program of Multi-Family Residential
2074 Complexes containing five (5) or more Residential units to determine the
2075 appropriate number and type of Solid Waste and Recyclable Materials
2076 Containers and the frequency of Collection. As part of its standard Collection
2077 Services, Contractor shall provide Containers for Organics Material such as
2078 Food Scraps, compostable paper, and Plant Materials, and Single-Stream
2079 Targeted Recyclable Materials or Source Separated Targeted Recyclable
2080 Materials such as newspaper, cardboard, mixed paper, glass, aluminum, etc.
2081 depending on the needs of the Multi-Family Residential Complex. If practical,
2082 Contractor shall locate the Solid Waste, Recyclable Materials, and Organic
2083 Materials Containers in the same area so tenants carry materials to one
2084 location. Contractor shall also offer Recyclable Materials Carts for use in the
2085 mail area of the Premises. A site assessment shall be conducted by
2086 Contractor when Targeted Organics Materials or Recyclable Materials
2087 Collection services are initially provided at a Multi-Family Residential Complex,
2088 and as requested by Customer or deemed necessary by Contractor throughout
2089 the Term of this Agreement.
- 2090 2. **Service Level Adjustments.** Within five (5) Business Days of completing the
2091 site assessment or receiving a request from a Customer, Contractor shall
2092 adjust the Customer's service level by providing any Solid Waste, Recyclable
2093 Materials, and/or Organic Materials Containers needed for change in service,
2094 removing unneeded Containers, and revising the Customer's service level in
2095 the Billing system to reflect the monthly Rate for the new service level. At the
2096 time new Containers are delivered or existing Containers are removed, the
2097 Contractor shall confirm that all Containers are properly labeled and shall
2098 provide public education signage for the Container areas and extra signs for
2099 public and common areas such as mail and laundry rooms, etc.
- 2100 3. **Distribution of Public Education Materials.** Contractor shall provide Owner or
2101 property manager with education materials developed by Agency, SBWMA or
2102 Contractor, which describe the requirements of the Recyclable Materials and/or
2103 Organic Materials Collection program (as applicable), including flyers, door
2104 hangers and Recycling Tote-Bags for distribution to tenants, signage for
2105 common areas such as mail rooms and laundry rooms, Kitchen Pails, and
2106 move-in kits for new tenants.
- 2107 B. **Notification to Multi-Family Dwelling Customers.** Upon request from a new or
2108 current Customer for new or changes in service, Contractor shall notify the
2109 Customer by mail or email of the Targeted Recyclable Materials and Organic
2110 Materials Collection services offered by Contractor. Such notification shall be made
2111 available in English and Spanish.
- 2112 C. **Signs and Placards.** Contractor shall be responsible for preparing, distributing,
2113 and posting signs and placards at Multi-Family Dwelling Premises that promote
2114 Targeted Recyclable Materials and Organic Materials Collection services, describe
2115 the program requirements, and identify allowable and prohibited types of materials

2116 for Collection. At a minimum, these signs shall be durable, weather resistant and
2117 posted in the Container areas. Upon request of the Customer, Contractor shall
2118 provide signage and Container labeling in a second language such as, but not
2119 limited to, Spanish. Within ten (10) Business Days of a Customer's request,
2120 Contractor shall provide extra signage for use in areas such as laundry and mail
2121 rooms at Multi-Family Residential Complexes. The design of all signs and placards
2122 shall be approved by Agency or SBWMA prior to distribution by Contractor.

2123 **7.06 WASTE GENERATION/CHARACTERIZATION STUDIES**

2124 Contractor acknowledges that Agency may perform Solid Waste, Recyclable Materials,
2125 and/or Organic Materials generation and characterization studies periodically to
2126 determine the composition and Contamination Levels of Collected materials. Contractor
2127 agrees to participate and cooperate with SBWMA and Agency and its agents and to
2128 accomplish studies and data collection and prepare reports, as needed, to determine
2129 weights and volumes of Solid Waste, Targeted Recyclable Materials, Plant Materials,
2130 and Organic Materials and characterize materials generated, Disposed, transformed,
2131 diverted, or otherwise handled/processed to satisfy requirements of the Act and other
2132 State legislation/regulations (such as, but not limited to, AB 341, AB 1594, AB 1826, SB
2133 1061, and SB 1383). Contractor shall also facilitate visual audits of Multi-Family
2134 Dwelling, Commercial, and Agency Cart and Bin service accounts. The visual audits will
2135 entail tipping the contents of Customers' Containers on the tipping floor at the
2136 Designated Transfer and Processing Facility and visually observing and documenting
2137 the contents (without pursuing a detailed weight-based characterization study). The
2138 materials will then be processed at the Designated Transfer and Processing Facility.
2139 Contractor shall be required to facilitate said visual audits at the request of Agency;
2140 however, the annual total quantity of requests for visual audits for each Service Sector
2141 shall be limited to ten percent (10%) of the total number of accounts for each Service
2142 Sector.

2143 The SBWMA will use the Contamination Measurement Procedures set forth in
2144 Attachment E, to determine the Contamination Levels of single loads of materials
2145 delivered to the Designated Transfer and Processing Facility.

2146 **7.07 PROGRAM EVALUATION**

2147 The Agency may require the Contractor to periodically conduct audits of the Residential
2148 and Commercial Solid Waste, Targeted Recyclable Materials, and Organic Materials
2149 Collection programs to assess one (1) or more of the following performance indicators:
2150 average volume of Targeted Recyclable Materials per set-out per Customer, average
2151 volume of Organic Materials per set-out per Customer, participation level (i.e., number of
2152 Customers setting out Containers per week), Contamination Levels, etc. Contractor
2153 shall perform up to five (5) Days of route auditing, at no additional cost to Customers and
2154 shall not bill Agency for such services, once per calendar year. Prior to the program
2155 evaluation audit, Agency and Contractor shall meet and discuss the purpose of the audit
2156 and agree on the method, scope, and data to be provided by the Contractor. If Agency
2157 requires more than five (5) Days of auditing for the purposes of program evaluation, the
2158 activity shall be considered an Agency-directed change in scope and handled in
2159 accordance with provisions in Section 15.12.

2160 If the Contractor does not Collect Multi-Family Dwelling Solid Waste, Targeted
2161 Recyclable Materials, and Organic Materials using dedicated Collection vehicles,

2162 thereby precluding regular and accurate reporting of the Tonnage of Solid Waste,
2163 Targeted Recyclable Materials, and Organic Materials Collected from Multi-Family
2164 Residential Complexes, the Agency may require the Contractor to conduct a semi-
2165 annual or annual Tonnage assessment that involves separately Collecting, weighing,
2166 and reporting Multi-Family Dwelling Solid Waste, Targeted Recyclable Materials, and
2167 Organic Materials to quantify Tonnage Collected during a given week. This assessment
2168 shall be performed by Contractor at no additional cost to Customers and shall not bill
2169 Agency for such services.

2170 If the Agency wants to collect program data, perform field work, conduct route audits to
2171 investigate Customer participation levels and set-out volumes, and/or evaluate and
2172 monitor program results related to Solid Waste, Targeted Recyclable Materials, Organic
2173 Materials, Bulky Items, and abandoned waste Collected in the Agency by the Contractor,
2174 the Contractor shall cooperate with the Agency and its agent(s), which may include the
2175 SBWMA and its consultants.

2176 **7.08 PROVISION OF EMERGENCY SERVICES**

2177 Contractor shall provide emergency services at the Agency's request in the event of
2178 major accidents, disruptions, or natural calamities. Emergency services may include,
2179 but are not limited to: assistance handling, salvaging, processing, composting, or
2180 Recycling materials; or Disposing of Solid Waste following a major accident, disruption,
2181 or natural calamity. Contractor shall be capable of providing emergency services within
2182 twenty-four (24) hours of notification by the Agency or as soon thereafter as is
2183 reasonably practical in light of the circumstances. Emergency services which exceed
2184 the Contractor's obligations shall be compensated in accordance with Article 11. If
2185 Contractor cannot provide the requested emergency services, the Agency shall have the
2186 right to temporarily take possession of the Contractor's equipment for the purposes of
2187 providing emergency services in accordance with Article 12.

2188 **7.09 MFD AND COMMERCIAL RECYCLING BLITZ**

2189 Upon Agency's request, Contractor shall provide a Recycling Blitz outreach program that
2190 will target Multi-Family Dwelling, Mixed Use, and Commercial Customers as needed.
2191 Such a change shall be considered an Agency-directed change in scope and handled in
2192 accordance with Section 15.12. As part of the Recycling Blitz, Contractor may be
2193 required to offer to provide Single-Stream Targeted Materials Recycling and Organic
2194 Materials Collection Service to Multi-Family Dwelling and Commercial Customers that
2195 are currently receiving limited or no Recycling or Organic Materials Collection service.
2196 The promotional materials, messages, and communications used by Contractor to
2197 support Recycling Blitz activities shall be developed collaboratively with the SBWMA and
2198 Agency and production of materials shall be paid for by Contractor and shall not bill
2199 Agency for such services or SBWMA. All promotional materials used by Contractor shall
2200 be authorized by the SBWMA and Agency.

2201 If Contractor is required to conduct a Recycling Blitz, Contractor shall form a Recycling
2202 Blitz team, utilizing the Waste Zero Specialists, to assist in this promotion campaign. The
2203 focus of the Recycling Blitz program shall be on Customers that are either not currently
2204 Recycling or diverting Organic Materials, or have only limited service. The Recycling
2205 Blitz team shall work with Customers to expand Collection of Targeted Recyclable and
2206 Organic Materials and make recommendations for reduced Solid Waste Container sizes

2207 and/or frequency of Solid Waste Collection service. Contractor shall work collaboratively
2208 with the SBWMA and Agency.

2209 **7.10 CARBON FOOTPRINT MEASURING**

2210 Contractor shall annually file its emissions data with the California Climate Action
2211 Registry (CCAR). Upon request of Agency or SBWMA, Contractor shall provide
2212 emissions data filed with CCAR; a description of Contractor's carbon footprint; and,
2213 a description of Contractor's activities both planned and implemented to reduce its
2214 carbon footprint for the previous calendar years.

2215 **7.11 ENVIRONMENTAL MANAGEMENT PROGRAM**

2216 Contractor shall implement and maintain an environmental management program
2217 combining several elements to minimize the environmental impacts of its operations in
2218 the Service Area. Contractor shall provide upon request from Agency a description of
2219 topics discussed at its bi-monthly environmental team roundtable and training program
2220 meeting(s) and the semiannual corporate environmental compliance staff meetings.
2221 Contractor shall provide Agency access to its environmental and safety tracking system
2222 (NEST) upon request. Contractor shall provide Agency copies of its internal
2223 environmental compliance audits, third-party audits, and disposition of corrective actions,
2224 within thirty (30) Days upon request from Agency.

2225 **7.12 ANNUAL ROUTE ASSESSMENT**

2226 Contractor shall conduct a route assessment of the Service Area each Rate Year. This
2227 comprehensive route assessment shall require Contractor to assess all of its Solid
2228 Waste, Targeted Recyclable Materials, and Organic Materials Collection Customers over
2229 a one (1) week period during the same month each year for the Term. The assessment
2230 is intended to annually confirm and update Contractor's data related to Customer
2231 accounts, service levels and operations, including, but not limited to: (i) number of
2232 Accounts; (ii) Customer address; (iii) number and type of Containers at each Account;
2233 and (iv) Collection frequency of each Container at each Account; (v) Bin and Cart lifts;
2234 (vi) Drop Box pulls; (vii) service stops; (viii) route hours per year; and (ix) Tonnage
2235 Collected. All service level information related to lifts and pulls shall be derived in part
2236 from Contractor's database management system. All route labor hours shall be based
2237 on total route hours for routes exclusive to each Agency and Tonnage information shall
2238 be based on actual Tons Collected. For routes that service more than one Agency, the
2239 Tonnage Collected on these routes and total route hours shall be allocated to the
2240 respective Agencies based on the type and number of accounts and service levels
2241 attributable to each Agency.

2242 **7.13 RIGHT OF AGENCY OR SBWMA TO MAKE CHANGES TO OTHER SERVICES**

2243 A. **Quarterly Review.** Beginning on the Commencement Date, and on a quarterly
2244 basis thereafter, Contractor shall meet with Agency and SBWMA to discuss the
2245 services performed by the Contractor pursuant to Sections 7.03 through 7.07
2246 ("Other Services"). The purpose of the meetings will be to review the performance
2247 and results of the Other Services compared to the milestones, goals, and
2248 performance standards stated in the then-current Three-Year Public Education and
2249 Recycling Technical Assistance Plan. Contractor's quarterly reports provided in

2250 accordance with the reporting requirements of Article 9 shall be used to review
2251 performance, and Contractor shall provide other information requested by Agency
2252 or SBWMA necessary to evaluate the performance of each Other Service.

2253 B. **Change in Services.** Agency or SBWMA may, without amending this Agreement,
2254 direct Contractor to increase or decrease the performance or scope of one or more
2255 of the Other Services. Contractor shall promptly and cooperatively comply with such
2256 direction. If such changes cause an increase or decrease in the cost of performing
2257 the Other Services, an equitable adjustment in the Contractor's Compensation shall
2258 be made in accordance with change in service provisions in Section 15.12.
2259 Contractor shall continue to perform the new or changed service while the
2260 appropriate adjustment in Contractor's Compensation is being determined.

2261 C. **Additional Services.** Agency or SBWMA may direct the Contractor to perform
2262 additional services pertaining to Sections 7.03 through 7.07, but not described
2263 herein, and Contractor shall provide a cost proposal in accordance with change in
2264 service provisions in Section 15.12. If the Contractor and SBWMA cannot agree on
2265 terms and conditions for such additional services within one-hundred twenty (120)
2266 Days from the date which the SBWMA first requests a proposal from Contractor to
2267 perform such services, Agency or SBWMA may perform these services itself or
2268 permit a third-party or parties other than Contractor to provide such Other Services.
2269 Contractor shall provide such third-party or parties access to and use of Facilities
2270 and Contractor information as necessary for such third-party or parties to perform all
2271 such Other Services.

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ARTICLE 8
REQUIREMENTS FOR OPERATIONS,
EQUIPMENT, AND PERSONNEL

2276 **8.01 COLLECTION HOURS AND SCHEDULES**

2277 **A. Hours of Collection**

- 2278 1. Residential. Residential Solid Waste, Targeted Recyclable Materials, and
2279 Organic Materials (including all such services provided to SFD and Multi-Family
2280 Dwelling Premises) shall be Collected on weekdays (i.e., Monday through
2281 Friday) between 6:00 a.m. and 6:00 p.m. exclusive of Holidays defined in
2282 Attachment A for Collection service.
- 2283 2. Commercial, Mixed Use, and Agency Facilities. Commercial, Mixed Use, and
2284 Agency Facilities Solid Waste, Targeted Recyclable Materials, and Organic
2285 Materials shall be Collected on weekdays (i.e., Monday through Friday)
2286 between 3:00 a.m. and 6:00 p.m. and weekends (i.e., Saturday and Sunday)
2287 between 6:00 a.m. and 5:00 p.m., exclusive of Holidays specified in Attachment
2288 A for Collection service. The Agency may restrict or require modifications to
2289 hours for Collection from Commercial Premises, Mixed Use Buildings, and
2290 Agency Facilities to resolve noise Complaints, and, in such case, the Agency
2291 Manager may restrict the allowable operating hours.
- 2292 3. Commercial, Mixed Use, and Agency Facilities Exception. Collection from
2293 Commercial Premises, Mixed Use Buildings, and Agency Facilities that are
2294 two-hundred (200) feet or less from Residential Premises shall only occur
2295 between the hours of 6:00 a.m. and 6:00 p.m., Monday through Saturday and
2296 all such operations shall be in accordance with permissions provided to
2297 Contractor by Agency. The Agency may restrict or require modifications to
2298 hours for Collection from Commercial Premises, Mixed Use Buildings, and
2299 Agency Facilities to resolve noise Complaints, and, in such case, the Agency
2300 Manager may restrict the allowable operating hours.
- 2301 4. Exception. In the event of an unforeseen circumstance, the Contractor may
2302 Collect materials from Residential Premises, Commercial Premises, Mixed Use
2303 Buildings, or Agency Facilities that are two-hundred (200) feet or less from
2304 Residential Premises between the hours of 3:00 a.m. and 6:00 p.m., Monday
2305 through Saturday, upon prior written approval from the Agency Manager.
- 2306 5. Local Noise Ordinance. If an Agency ordinance regulating noise limits the
2307 hours of Collection more restrictively than the preceding subsections, the terms
2308 of the ordinance shall govern.
- 2309 6. Modification. The Collection hours and distances set forth in Sections 8.01.A.3
2310 and 8.01.A.4 may be adjusted by mutual agreement of Agency (acting through
2311 the Agency Manager) and Contractor (acting through its General Manager),
2312 provided that the Collection hours and distances are at all times consistent with
2313 Agency ordinances.

- 2314 B. **Route Schedules.** Routes over which Contractor's vehicles travel to affect the
2315 Collection and transport of Solid Waste, Targeted Recyclable Materials, and
2316 Organic Materials shall be selected to minimize damage to Agency and private
2317 streets, and minimize inconvenience and disturbance to the public. The route
2318 schedules and routing maps shall be subject to the approval of Agency prior to
2319 Commencement of services. Contractor shall use due care to obey all traffic laws
2320 and prevent materials being transported from being spilled or scattered during
2321 transport.

2322 Contractor shall be prepared to review its operations plan outlining the Collection
2323 routes, intervals of Collection and Collection times for all materials Collected under
2324 this Agreement with the Agency or its representatives at least annually. More
2325 frequent reviews may be required if operations are not satisfactory based on
2326 documented observations or reports or Complaints. If the plan is determined to
2327 inadequately address the unsatisfactory performance as documented by
2328 observations and Complaints, the Agency may direct Contractor to revise the plan
2329 incorporating any changes into a revised plan and review said revised plan with the
2330 Agency within thirty (30) Days of the initial meeting with the Agency.

- 2331 C. **Contingency Plan.** Contractor shall submit to Agency ninety (90) Days prior to
2332 Commencement Date, a written contingency plan demonstrating Contractor's
2333 arrangements to provide vehicles and personnel and to maintain uninterrupted
2334 service during breakdowns, and in case of natural disaster or other emergency,
2335 including the events described in Section 14.09.

2336 8.02 COLLECTION STANDARDS

- 2337 A. **Reserved**

- 2338 B. **Servicing Containers and Missed Pick-Ups**

- 2339 1. **General.** Contractor shall Collect the contents and return each Container to the
2340 location where the Occupant properly placed the Container for Collection.
2341 Contractor shall place the Containers upright with lids properly closed and
2342 secured.

2343 Contractor shall use due care when handling Containers. Contractor shall not
2344 throw, roughly handle, damage, or break Containers.

2345 Upon Customer request, Contractor shall provide special services including:
2346 unlocking and locking Containers; accessing locked Container enclosures (e.g.,
2347 with a key or combination lock); providing Container Relocation Service; and,
2348 providing Long Distance Service. Contractor shall provide these services upon
2349 request from Customer and Contractor shall bill Customer at Agency-approved
2350 Charges specified in Attachment Q. Section 5.02 provides additional
2351 information on general Container service requirements, Long Distance Service,
2352 and Container Relocation Service.

- 2353 2. **Missed Pick-Ups.** When notified of a missed pick-up, Contractor shall Collect
2354 the Solid Waste, Targeted Recyclable Materials, or Organic Materials on the
2355 day the notice is received, if possible, and in all cases shall Collect the missed
2356 pick-up by 6:00 p.m. of the next Business Day following receipt of the missed
2357 pick-up notification.

- 2358 C. **New Customers and Change in Service Levels.** Contractor shall deliver
2359 Containers and initiate Collection services for a new Customer within five (5)
2360 Business Days of the Customer's request for service. If an existing Customer
2361 requests a change in the number or size of their Solid Waste, Recyclable Materials,
2362 or Organic Materials Containers and/or frequency of Collection, the Contractor shall
2363 deliver additional Containers and/or remove Containers and shall initiate changes in
2364 the Collection services within five (5) Business Days of the Customer's request for a
2365 change in service.
- 2366 D. **Separate Collection of Materials and Allocation of Agency Materials.**
2367 Contractor shall separately Collect and segregate Solid Waste, Targeted
2368 Recyclable Materials, and Organic Materials from each other and shall not
2369 Commingle these materials at any time during the transportation or delivery of those
2370 materials to the Designated Transfer and Processing Facility. Solid Waste,
2371 Targeted Recyclable Materials, and Organic Materials Collected in the Agency,
2372 which are combined with materials Collected from other SBWMA Member
2373 Agencies, shall be allocated by Contractor to the Agency's Collection program
2374 based on volume or Tonnage using a method approved by the Agency and
2375 SBWMA. Contractor shall not Collect materials from within Agency in the same
2376 Collection vehicles used to provide Collection service to non-SBWMA Member
2377 Agencies, unless provided written approval by Agency.
- 2378 E. **Setout Instructions to Customer.** Contractor shall instruct Customers as to any
2379 preparation of Solid Waste, Targeted Recyclable Materials, or Organic Materials
2380 and the proper placement of Containers. If Customers are not adhering to
2381 Contractor's instructions, Contractor shall notify such Customers in writing. In
2382 cases of extreme or repeated failure to comply with the instructions, Contractor may
2383 decline to pick-up the Targeted Recyclable Materials or Organic Materials provided
2384 that Contractor leaves an adequate number of non-Collection notices on the
2385 Container, as determined by the Agency, indicating the reason for refusing to
2386 Collect the material. Such notices shall also identify the steps Generator must take
2387 to recommence Collection service.
- 2388 F. **Non-Collection Notices.** Contractor may choose not to Collect materials for the
2389 following reasons: (i) Source Separated or Targeted Recyclable Materials or
2390 Organic Materials do not comply with the allowable Contamination thresholds; (ii)
2391 materials contain Hazardous Waste; or (iii) the loaded weight of a Container
2392 exceeds the maximum load limit specified by the Cart manufacturer and specified in
2393 Attachment D. In such case, Contractor shall issue non-Collection notices stating
2394 the reason(s) the materials were not Collected. The non-Collection notice shall be
2395 affixed prominently onto the Cart to ensure that it is not inadvertently removed from
2396 Cart due to weather conditions. The non-Collection notices must be protected from
2397 rain, if precipitation is present or forecasted, by placing the notice in a clear plastic
2398 bag prior to affixing to Cart.
- 2399 Contractor shall document the use of non-Collection notices by recording the date
2400 and time of issuance, address of service recipient, reason(s) for issuance, name of
2401 employee who issued the notice, and truck and route numbers. The notice shall
2402 conform to the requirements specified in Section 6.03.A, be at least two inches by
2403 six inches (2" x 6") in size and shall be approved by the SBWMA. The non-
2404 Collection notices must identify the steps the Generator must take to recommence
2405 Collection service. In the event a Container is not Collected due to excessive

2406 Contamination and Customer does not take the necessary steps to recommence
2407 Collection service, Contractor shall bill the Customer for Collection of the excessive
2408 Contamination at Agency-approved Charges specified in Attachment Q. The
2409 Agency-approved Charges includes: (i) a return trip Charge, and, (ii) an extra Solid
2410 Waste Collection Charge.

2411 Contractor shall report monthly to Agency any non-Collection notices issued.
2412 Contractor shall take direction from the Agency with regard to termination or
2413 reinstatement of service to a service recipient due to numerous non-Collection
2414 notices issued to the same Customer.

2415 **G. Collection of Excess Materials (Overages).** Contractor shall direct its employees
2416 to Collect an Overage on two (2) occasions each Rate Year at no additional cost to
2417 Customer. Contractor must provide a notice to Customer documenting the Overage
2418 in order to count the Overage Collection towards the allocated two (2) per Rate
2419 Year for each Customer. Customers that place an Overage for Collection for a third
2420 and subsequent events, may be assessed an Overage fee by Contractor if
2421 Contractor has directly contacted the Customer via a phone call or voice message
2422 notifying them of the Overage Collected. Contractor shall bill Customer for a third
2423 and subsequent Overage events at Agency-approved Charges specified in
2424 Attachment Q. Contractor shall provide Customers the opportunity to request an
2425 Overage Collection service in advance. In such case, Contractor shall bill the
2426 Customer at the Agency-approved Charge specified in Attachment Q.

2427 Contractor shall provide Customers the opportunity to subscribe to Overage
2428 Collection service, in advance, or purchase Overage bag(s) from the Contractor.
2429 Contractor shall provide Customers the opportunity to purchase Overage bags
2430 through its Customer service department or electronically via Contractor's website.
2431 The Overage bag(s) shall have markings identifying it as the Contractor's Overage
2432 bag. Contractor shall mail or deliver Overage bags to Customers within three (3)
2433 Business days of Customer's request. The Charge for Overage bags is specified in
2434 Attachment Q and includes all aspects of purchasing the bags, printing, and
2435 distribution (i.e., mailing or direct delivery by Contractor). Customers shall also be
2436 provided the opportunity to purchase Overage bags at Contractor's local office. The
2437 quantity of Overage bags per request from Customer shall be limited to five (5) per
2438 request.

2439 If the Agency and/or Contractor receive numerous Complaints (as determined by
2440 the Agency) from Customers regarding Customer dissatisfaction with the
2441 requirement to purchase Overage bags, the Agency reserves the right to require the
2442 Contractor to modify its Overage program to better serve its Customers and/or
2443 require the Customer to subscribe to additional Collection service.

2444 **H. Care of Private Property.** Contractor shall not damage private property.
2445 Contractor shall ensure that its employees: (i) close all gates opened in making
2446 Collections, unless otherwise directed by the Customer, (ii) do not cross landscaped
2447 areas, and (iii) do not climb or jump over hedges and fences.

2448 Agency shall refer Complaints about damage to private property to Contractor.
2449 Contractor shall repair, to its previous condition, all damage to private or public
2450 property caused by its employees.

2451 Contractor shall endeavor to resolve all claims regarding damage to private property
2452 as soon as reasonably practicable following receipt thereof, made by Owners or
2453 Occupants of property served by Contractor, for damages to property including, but
2454 not limited to, Containers. In the event such damage shall have been caused by the
2455 negligence or intentional acts of Contractor, its officers, agents, or employees,
2456 Contractor shall promptly repair or replace such damaged property. The provisions
2457 of this Section 8.02.H shall not be deemed a limitation upon any other provisions of
2458 this Agreement, or any rights or remedies which may accrue to Agency by reason of
2459 Contractor's acts or omissions to act hereunder. Contractor is required to repair
2460 damage and/or resolve claims regarding damage to property within thirty (30) Days
2461 of receipt of the Complaint.

2462 This Section 8.02.H shall not apply to damage to public or private roads or
2463 driveways caused by the weight of Contractor's vehicles. If a Customer requests
2464 Contractor to provide on-premises (i.e., non-Curbside) service, and in doing so
2465 would require Contractor to drive its Collection vehicle on a private road or
2466 driveway, then, as a condition to providing that service, Contractor shall require the
2467 Customer, property owner, or other responsible party to sign a reasonable waiver
2468 releasing Contractor from liability for such damage.

2469 **I. Litter Abatement**

2470 1. Minimization of Spills. If any Solid Waste, Targeted Recyclable Materials, or
2471 Organic Materials are spilled or scattered during Collection or transportation
2472 operations, the Contractor shall promptly clean up all spilled and scattered
2473 materials. Contractor shall use due care to prevent vehicle oil, vehicle fuel, or
2474 other liquids from being spilled during Collection or transportation operations
2475 including maintenance of the Collection vehicles to minimize and correct any
2476 leaks. Contractor shall ensure that all liquid spills or leaked liquids or fluids are
2477 cleaned up promptly on the same day that they occur.

2478 Contractor shall not transfer loads from one vehicle to another on any public
2479 street, unless it is necessary to do so because of mechanical failure,
2480 emergency (e.g., combustion of material in the vehicle), accidental damage to
2481 a vehicle, or unless approved by the Agency.

2482 2. Clean-Up. During Collection operations, the Contractor shall clean-up litter in
2483 the immediate vicinity of any Container storage area (including the areas where
2484 Containers are delivered for Collection) if Contractor's actions are the cause of
2485 the litter. Each Collection vehicle shall be equipped with protective gloves, a
2486 broom, and shovel at all times for cleaning up litter. Absorbent material shall
2487 be carried on each Collection vehicle at all times and used by Contractor for
2488 cleaning up liquid spills. The Contractor shall document and discuss instances
2489 of repeated spillage not caused by it with the Customer where spillage occurs,
2490 and Contractor shall report such instances to Agency. If the Contractor has
2491 attempted to have a Customer stop creating spillage but is unsuccessful, the
2492 Agency will attempt to rectify such situation with the Customer. Contractor
2493 shall coordinate with Agency regarding Agency street cleaning activities to
2494 minimize litter.

2495 3. Covering of Loads. Contractor shall cover all open Drop Boxes with an
2496 Agency-approved cover, at the Collection location before transporting materials
2497 to the Designated Transfer and Processing Facility.

- 2498 J. **Noise.** All Collection operations shall be conducted as quietly as possible and shall
 2499 conform to applicable federal, State, County, and Agency noise level regulations.
 2500 Contractor shall promptly resolve any Complaints of noise to the satisfaction of the
 2501 Agency.
- 2502 K. **Route Books and Route Maps.** For each Collection route, Contractor shall
 2503 maintain a route book and route map that documents each Customer on the route,
 2504 their service address, service level, and the order in which Customers shall be
 2505 serviced (e.g., the order in which routes shall be driven). Contractor shall distribute
 2506 new route books and route maps to its Collection vehicle drivers as frequently as
 2507 necessary; and each driver shall note differences in the service levels shown in the
 2508 route book, adding and subtracting Customers and service levels, as necessary.
 2509 Route supervisors shall periodically check the routes to ensure that drivers are
 2510 providing service in accordance with their route books. Contractor shall provide
 2511 Agency with route books and maps including assessor parcel data when available
 2512 within ten (10) Business Days of request.
- 2513 L. **Change in Collection Schedule.** Contractor shall notify Agency a minimum of
 2514 sixty (60) Business Days prior to a change in the Residential Collection schedule or
 2515 two (2) weeks for minor adjustments (defined as less than the average size of a
 2516 single route per the Collection service metrics delineated in the prior year's
 2517 Compensation Application), and shall request approval of Contractor's notice to
 2518 Residential Customers thirty (30) Business Days prior to a change in Service Day,
 2519 unless this requirement is waived in writing by Agency. Contractor shall notify
 2520 Owners and Occupants of Residential Premises not later than ten (10) Business
 2521 Days prior to any change in Residential Collection operations which results in a
 2522 change in the day on which Solid Waste, Targeted Recyclable Materials, and
 2523 Organic Materials Collection occurs. Contractor shall not permit any Customer to
 2524 go more than five (5) Business Days without service in connection with a Collection
 2525 schedule change.

2526 **8.03 UNLOADING MATERIALS AT THE DESIGNATED TRANSFER AND PROCESSING**
 2527 **FACILITY**

2528 Contractor shall be required to unload at the Designated Transfer and Processing
 2529 Facility all materials from its Collection vehicles by its own personnel. Contractor shall be
 2530 required to ensure that unloaded materials are properly placed in the designated areas
 2531 and containers as directed by Operator and SBWMA. For example, Contractor shall be
 2532 required to deposit at the Designated Transfer and Processing Facility Batteries and Cell
 2533 Phones, Used Motor Oil, and Used Motor Oil Filters in the containers provided by
 2534 Operator and designated for storage of these materials. Contractor shall cooperate with
 2535 Operator to ensure its Collection vehicles unload Solid Waste, Targeted Recyclable
 2536 Materials, Organic Materials, and other materials (e.g., Batteries, Cell Phones, Used
 2537 Motor Oil, and Used Motor Oil Filters) Collected by Contractor in the locations
 2538 designated by Operator and SBWMA.

2539 **8.04 VEHICLES**

- 2540 A. **General.** Contractor shall provide a fleet of Collection vehicles sufficient in number
 2541 and capacity to efficiently perform the work required by the Agreement in strict
 2542 accordance with its terms. Contractor shall have available sufficient back-up
 2543 vehicles for each type of Collection vehicle used (e.g., side loader, front loader, and

2544 roll-off vehicles) to respond to mechanical breakdowns, Complaints, and
2545 emergencies. Contractor shall maintain a spare ratio of ten percent (10%) for all
2546 Collection vehicles used in the SBWMA Service Area. It is contemplated that, as of
2547 the Commencement Date, all Collection vehicles will be vehicles that Contractor
2548 purchased during the term of the 2009 Franchise Agreement and will be nearing the
2549 end of their useful life.

2550 Contractor shall purchase and place into service after the Commencement Date all
2551 new vehicles to replace its Collection vehicles and other vehicles used by
2552 Contractor in the SBWMA Service Area in accordance with the Contractor-prepared
2553 equipment replacement schedule in Attachment N. The new vehicles shall replace
2554 all vehicles in service on the Commencement Date. The vehicles shall be
2555 purchased and placed in service in accordance with the timeline shown in
2556 Attachment N unless an alternative timeline is agreed upon by the SBWMA
2557 provided that all new vehicles shall be in service on or before June 15, 2026. The
2558 estimated depreciation and interest expenses for the acquisition of new vehicles
2559 shall be included in Contractor's Compensation for 2021 and adjustments during the
2560 Term shall be made in accordance with Attachment K. Agency has no responsibility
2561 to pay Contractor for remaining net book value of any Vehicles, Containers, or other
2562 equipment that is not fully depreciated at end of Term, unless Agency elects to
2563 purchase Containers pursuant to Section 8.05.F of the Agreement.

2564 At no time after the Commencement Date shall any vehicle used to perform the
2565 services required under this Agreement exceed fifteen (15) years of age from the
2566 first date the vehicle was registered unless agreed upon by the SBWMA. Collection
2567 vehicles and other vehicles whose acquisition costs are included in the calculation
2568 of Contractor's Compensation may be used only in the SBWMA Service Area.

2569 **B. General Vehicle Specifications**

- 2570 1. All vehicles used by Contractor in providing Solid Waste, Targeted Recyclable
2571 Material, and Organic Material Collection services shall be registered with the
2572 California Department of Motor Vehicles.
- 2573 2. All Collection vehicles shall have leak-proof bodies designed to prevent
2574 leakage, spillage, and/or overflow and shall be designed so that Collected
2575 materials are not visible.
- 2576 3. All vehicles shall comply with California Environmental Protection Agency
2577 (EPA) noise emission regulations and California Air Resources Board air
2578 quality regulations and other applicable pollution control regulations.
- 2579 4. All Collection vehicles shall have cameras to monitor driving and loading
2580 activities including, at a minimum: (i) back-up cameras mounted at the rear and
2581 side of the vehicle; and, (ii) a hopper camera clearly displaying the contents of
2582 the hopper prior to compaction.
- 2583 5. Contractor shall be required to operate an adequate number of Collection
2584 vehicles that shall be capable of servicing hard-to-service areas and accessing
2585 long driveways in the Service Area.
- 2586 6. All Collection vehicles shall be capable of unloading materials in the
2587 Designated Transfer and Processing Facility buildings taking clearance
2588 heights, especially in the MRF, into consideration.

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7. All Collection vehicles shall be equipped with and shall utilize on-board computers and GPS tracking devices with real-time transmission to all levels of Contractor's operations. The on-board computer system shall: (i) capture all operations data needed to complete the Contractor's reporting requirements for this Agreement; (ii) capture all operating data needed to prepare the Contractor's Application; and (iii) allow Customer service staff direct real-time access to driver data including vehicle location, Container set-out and service data, and notes regarding service issues.
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8. All Collection vehicles shall be equipped with a broom, shovel, absorbent materials, and other approved cleanup devices and materials for emergencies, or any spillage or leaks that may occur.
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9. Route supervisors and management personnel shall use one-half (0.5) Ton hybrid pickup trucks while performing services.
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10. Contractor developed preliminary specifications for vehicles that will be purchased and placed into service after the Commencement Date. These specifications, which were the basis for Contractor's vehicle depreciation and interest costs (presented in Attachment N), are presented in Attachment P. At least eighteen (18) months prior to Contractor's initial acquisition of new Collection vehicles to be placed into service after January 1, 2021, Contractor shall meet and confer with the SBWMA to discuss the type of vehicles to be purchased and fuel options. The Agency and SBWMA may be interested in considering different fuel options with the goal of minimizing the air emission impact of the Collection vehicles. At the request of the Agency or SBWMA, Contractor shall provide vehicle information, specifications, and fuel options and a cost impact analysis of various fueling options. Contractor shall obtain the SBWMA's approval in the fuel selection prior to ordering new Collection vehicles. SBWMA recognizes that Contractor's vehicle purchase plan anticipates purchases over multiple years. This meet and confer obligation is intended to occur prior to Contractor's initial purchase of new Collection vehicles to discuss a strategy for all vehicles purchased after January 1, 2021 unless Parties agree otherwise.
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- C. **Vehicle Identification.** Contractor's name, local telephone number, and a unique vehicle identification number designated by Contractor for each vehicle shall be prominently displayed on all four (4) sides of the vehicles, in letters and numbers with a maximum five (5) digit sequence, that are no less than two and one-half (2.5) inches in height. Contractor shall not place any other information or logo on Contractor vehicles, unless approved in writing by SBWMA. Vehicles shall be clearly labeled to indicate the materials Collected by that vehicle, specifically; "Solid Waste," "Recyclables," or "Organic Materials," as directed by SBWMA.
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- D. **Inventory.** Contractor shall furnish the Agency and SBWMA a written inventory of all vehicles used in providing service, and shall update the inventory annually. The inventory shall list all vehicles by manufacturer, identification number, date of acquisition, type, capacity, decibel rating, average weight of load, and average loaded axle weights.
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- E. **Cleaning and Maintenance**

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1. **General.** Contractor shall maintain all of its properties, vehicles, facilities, and equipment used in providing service under this Agreement in a good, safe, neat, clean, and operable condition at all times.
 2. **Cleaning.** Vehicles used in the Collection of Solid Waste, Targeted Recyclable Materials, and Organic Materials shall be thoroughly washed, and thoroughly steam cleaned weekly so as to present a clean appearance. Agency may inspect vehicles at any time to determine compliance with this Agreement. Contractor shall also make vehicles available to the San Mateo County Health Department for inspection, at any frequency it requests.
 3. **Repainting or Refurbishing.** Contractor shall repaint or refurbish to the satisfaction of the Agency all vehicles used in the Collection of Solid Waste, Targeted Recyclable Materials, and Organic Materials within thirty (30) Business Days' notice from Agency, if Agency determines that their appearance warrants painting. The cost for Agency-directed repainting shall be incurred by Contractor.
 4. **Maintenance.** Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule or in accordance with California Highway Patrol standards, whichever are more stringent. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to Agency upon request. Hydraulic oil, engine oil, and other spills from Collection vehicles in the Service Area are a concern to the Agency. Contractor shall include as part of maintenance activities a process for tracking the number and nature of automotive spills (type of fluid, amount lost, failure point) and diagnosing the cause of those spills. Based on the results of the process, Contractor shall implement appropriate corrective actions to address issues that are contributing factors to vehicle spills (e.g., revise specifications for specific part failures, revise preventative maintenance schedule to address timing of failures), so that each occurrence is controlled and minimized.
 5. **Repair.** Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown, hydraulic oil or engine oil leaks, or any other cause so as to maintain all 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 date and mileage, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.
 6. **Storage.** Contractor shall arrange to store all vehicles and other equipment in safe and secure location(s) in accordance with all applicable zoning regulations.
- F. **Operation.** Vehicles shall be operated in compliance with federal, State, and local laws and regulations including, but not limited to, the California Vehicle Code, the regulations of the California Air Resources Board (CARB) Waste Collection Vehicle Regulations as established in the California Code of Regulations Title 13 Section

2681 2700 et seq.; and all applicable safety and local ordinances. Annually, Contractor
2682 shall provide the SBWMA and Agency with documentation of such compliance for
2683 each vehicle. For example, with regard to CARB regulations, such documentation
2684 shall demonstrate, at a minimum, the vehicle number, make, model, year, control
2685 technology used or planned, and the year that the control technology was applied or
2686 is planned to be applied. Contractor shall not load vehicles in excess of the
2687 manufacturer's recommendations or limitations imposed by federal, State, or local
2688 weight restrictions on vehicles or roads.

2689 Contractor equipment used for Collection services shall be registered with the
2690 California Department of Motor Vehicles. Equipment shall comply with US EPA
2691 noise emission regulations, currently codified at 40 CFR Part 205, and other
2692 applicable noise control regulations, and shall incorporate noise control features
2693 throughout the entire vehicle.

2694 Annually, Contractor shall have each Collection vehicle weighed at the Designated
2695 Transfer and Processing Facility to determine the unloaded weight ("tare weight") of
2696 the vehicle, and the total loaded weight of each load delivered to the Designated
2697 Transfer and Processing Facility. Upon a major repair that could affect the
2698 Collection vehicle tare weight, Contractor shall have the Collection vehicle re-
2699 weighed to establish a new tare weight. Contractor shall track and make
2700 adjustments to routes to eliminate ongoing over-weights associated with individual
2701 routes.

2702 8.05 CONTAINERS

- 2703 A. **General.** Contractor shall provide all Containers, Bins, Kitchen Pails, and Drop
2704 Boxes, as appropriate, to all Customers as part of its obligations under this
2705 Agreement. Contractor shall ensure that Agency encroachment or other required
2706 permits are obtained by Customer prior to delivering Containers. As of the
2707 Commencement Date, all Containers may be used. Contractor-provided Containers
2708 shall be designed and constructed to be watertight and prevent the leakage of
2709 liquids. All Carts shall be manufactured by injection or rotational molding methods;
2710 contain post-consumer content; and meet the Container design and performance
2711 requirements provided in Attachment D – Container Specifications. Containers
2712 provided to Customers shall have a useful life of ten (10) years as evidenced by a
2713 manufacturer's warranty or other documentation acceptable to the Agency.

2714 All Containers with a capacity of one (1) cubic yard or more shall meet applicable
2715 federal, State, and local regulations for Bin safety; shall be covered with attached
2716 lids; and shall have the capability to be locked if required or requested by Customer
2717 or Agency.

2718 All Containers shall be maintained in a safe, serviceable, and functional condition.

2719 B. Container Specifications

- 2720 1. **Sizes.** The Container sizes to be provided to Single-Family, Multi-Family,
2721 Commercial, and Agency Facility Customers are specified in Attachment D.
2722 Contractor shall provide Customers with a choice of Container capacities
2723 specified in Attachment D, and Customers may select their preferred Container
2724 size(s).

- 2725 2. Color. The colors of the Containers provided to Single-Family, Multi-Family,
2726 Commercial, and Agency Facility Customers are specified in Attachment D.
- 2727 3. Loading. Minimum allowable loading requirements for the Bin and Drop Box
2728 contents shall be approved by the Agency prior to purchase based on the
2729 minimum manufacturer's load limits, as specified in Attachment D.

- 2730 C. **Container Labeling**. Contractor shall label each Container with white, hot-stamped
2731 lettering, and in-mold or heavy duty vinyl adhesive labels with graphics, illustrations,
2732 or artwork that clearly conveys the type of materials (e.g., Solid Waste, Recyclable
2733 Materials, cardboard, mixed paper, Organic Materials, wood waste, metal, etc.) to
2734 be placed in the Container for Collection. The labeling shall be positioned on each
2735 Container so it is visible to the Customer and Collection vehicle drivers on the front
2736 side, and top. The labeling shall be durable and weather resistant to outdoor
2737 conditions and have a minimum ten (10) year lifetime.

2738 All Containers shall prominently display information and graphics agreed upon by
2739 Agency, SBWMA, and Contractor pursuant to Article 7.

2740 Final Container labeling layout, graphics, and text shall be approved by the Agency
2741 and SBWMA prior to distribution to Customers.

- 2742 D. **Cleaning and Painting**. Contractor shall be responsible for steam cleaning and
2743 repainting all Containers, except Carts, to present an aesthetically pleasing clean
2744 appearance and to ensure this equipment is safely maintained and operationally
2745 sound. Contractor shall repaint all used Containers on an as needed basis. Upon
2746 Customer's request, Contractor shall steam clean all Solid Waste and Recyclable
2747 Materials Containers (or exchange existing Containers with clean Containers) twice
2748 annually, except Carts provided to Residential Premises, which Contractor is not
2749 obligated to clean or exchange. Contractor shall clean all Organic Materials
2750 Containers (or exchange existing Containers with clean Containers) quarterly,
2751 except Carts provided to Residential Premises, which Contractor is not obligated to
2752 clean or exchange. Contractor shall offer additional cleaning (or clean Container
2753 exchange) to Customers requesting such service and shall bill Customers for such
2754 cleaning (or Container exchange) at Agency-approved Charges specified in
2755 Attachment Q.

2756 Contractor shall be responsible for cleaning Containers at no additional charge to
2757 Customer to ensure that nuisance or public health concerns associated with vectors
2758 are addressed within two (2) Business Days after receipt of notification of said
2759 condition.

2760 If any Container is impacted by graffiti, Contractor shall remedy the situation within
2761 forty-eight (48) hours of being notified.

- 2762 E. **Repair and Replacement**. Contractor shall repair or replace all Containers
2763 damaged by Collection operations (e.g., vehicle apparatus interface) or otherwise
2764 inoperable (e.g., due to regular wear and tear) within three (3) Business Days of
2765 being notified by Customer or observing the damaged Container. If the repair or
2766 replacement cannot be completed within three (3) Business Days, the Contractor
2767 shall notify Customer and provide a Container of the same size or larger until the
2768 original Container can be replaced.

2769 At no additional cost, Contractor shall replace Customer Carts that have been
2770 stolen, lost, damaged, or destroyed within five (5) Business Days. Contractor shall
2771 allow Customer to exchange Containers for a Container of a different size at no
2772 additional cost and shall replace Containers within five (5) Business Days of
2773 Customer request.

2774 The Contractor recognizes that the majority of Containers in service on the
2775 Commencement Date have nearly reached the end of their useful life or will reach
2776 the end of the useful life during the Term of the Agreement. Contractor has planned
2777 to replace Containers that have reached the end of their useful life on a rolling basis
2778 over the Term of the Agreement. Contractor's estimated depreciation and interest
2779 expense for Container replacement over the Term and these expenses are included
2780 in Contractor's Compensation in the amount specified in Attachment K. Contractor
2781 shall not be entitled to an adjustment to Contractor's Compensation or Rates for
2782 Container replacements purchased during the Term of the Agreement.

- 2783 F. **Agency's Rights to Containers.** All Carts, Bins, and Drop Boxes purchased or
2784 leased by Contractor and put into service at Customers' Premises before the first
2785 anniversary of the Commencement Date shall become property of the Agency upon
2786 expiration or early termination of this Agreement. All Carts, Bins, and Drop Boxes
2787 purchased or leased and put into service at Customers' Premises on or after the
2788 first anniversary of the Commencement Date that have not been fully depreciated
2789 shall be available to the Agency, at the Agency's option, at their net book value,
2790 upon expiration or early termination of this Agreement.

2791 At its sole discretion, the Agency may elect not to exercise its rights under this
2792 subsection. In such case, the Containers shall remain the property of the Contractor
2793 upon the expiration or earlier termination of this Agreement. In such case,
2794 Contractor shall be responsible for removing all Containers in service from
2795 Premises. Contractor shall do so within ten (10) Business Days after such
2796 expiration or earlier termination or in accordance with an alternative Container
2797 removal schedule agreed upon by the Parties, provided that Agency has notified
2798 Contractor at least ninety (90) Days before such expiration or earlier termination
2799 whether or not it intends to acquire the Containers.

- 2800 G. **Lock Service (Key Service).** In order to promote security, respond to Customer
2801 needs, and minimize the impact or occurrence of illegal dumping and theft of
2802 Recyclable Materials, Contractor will provide to Customers, at the Agency-approved
2803 Charges specified in Attachment Q, locks for enclosures used to store Containers or
2804 locks for Containers and ensure the enclosures or Containers are locked after
2805 providing Collection Service.

2806 Only Contractor, Agency, and the participating Customers will be provided with a
2807 key to the enclosures and access to the Containers. The Contractor shall
2808 prominently display the service schedule on the enclosure and any changes in
2809 service shall be displayed on the enclosure by Contractor within one (1) Business
2810 Day of making the change. If the Carts or Bins are left "outside" in a designated
2811 area, each Container will be locked (keyed alike), and only Contractor staff, Agency
2812 staff, and the participating Customers will be provided with a key to access the
2813 Containers. At least once each calendar year, Contractor's route supervisor shall
2814 visit each of the participating Customers with shared Containers, respond to any

2815 questions or concerns, check the areas for contamination, litter, or damage and
2816 change the lock and distribute new "keyed alike" keys to Agency staff and
2817 Customers.

2818 **8.06 PERSONNEL**

2819 A. **General.** Contractor shall furnish such qualified drivers, mechanical, supervisory,
2820 customer service, clerical, and other personnel as may be necessary to provide the
2821 services required by this Agreement in a safe, thorough, professional, and efficient
2822 manner and shall provide, at a minimum, the number and type of personnel listed in
2823 Attachment O in total for the SBWMA Service Area. All personnel furnished by
2824 Contractor shall be subject to the "relationship of parties" provisions of Section
2825 15.01.

2826 B. **Reserved.**

2827 C. **Collective Bargaining Agreements.** If Contractor negotiates a new collective
2828 bargaining agreement with a union representing its employees, or an amendment to
2829 a collective bargaining agreement currently in force, either of which increases
2830 wages or benefits greater than wage and benefit costs included in Contractor's
2831 Compensation (through adjustments described in Article 11 and Attachment K), the
2832 Agency is not required to include costs attributable to the increased wages or
2833 benefits in Contractor's Compensation during the Term of the Agreement.

2834 D. **Approval of Management.** Contractor recognizes the importance of establishing a
2835 successful relationship between its management and Agency and SBWMA staff.
2836 Before extending an offer of employment for the position of general manager, both
2837 initially and throughout the Term, Contractor shall provide the SBWMA with the
2838 description of the proposed position; an opportunity to review and comment upon
2839 the position description, the background, experience, and qualifications of each
2840 candidate being considered for the position, and an opportunity to meet with each
2841 candidate. Contractor shall give thoughtful consideration to the SBWMA's
2842 comments on the descriptions of the proposed position and each candidate, but
2843 shall have the ultimate right to make employment decisions in its best business
2844 judgment.

2845 If the Agency is dissatisfied with the performance of the management personnel, the
2846 Agency shall contact the general manager to discuss the employee's performance.
2847 If the Agency is dissatisfied with the general manager, the Agency shall contact the
2848 group manager to discuss the general manager's performance.

2849 Contractor shall advise the affected management employee of any complaints
2850 made by the Agency regarding the employee's performance. The Parties shall
2851 meet and confer in good faith to address the Agency's concerns, and shall agree on
2852 a corrective course of action to be implemented immediately. Contractor agrees to
2853 consider in good faith, but shall not be bound by, any requests by the Agency to
2854 transfer or re-assign a management employee should the Agency maintain in good
2855 faith that it can no longer work constructively with said employee.

2856 E. **Provision of Field Supervision.** Contractor shall designate qualified employees
2857 as supervisors of field operations. The field supervisor shall devote their time in the
2858 field supervising, managing, and monitoring Collection operations for reliability,

2859 quality, efficiency, safety, and for responding to Complaints. The number of field
2860 supervisors is specified in Attachment O in total for the SBWMA Service Area.

2861 F. **Driver Qualifications.** All drivers shall be trained and qualified in the operation of
2862 Collection vehicles, and must have in effect a valid license, of the appropriate class,
2863 issued by the California Department of Motor Vehicles. Contractor shall use the
2864 Class II California Department of Motor Vehicles employer "Pull Notice Program" to
2865 monitor its drivers for safety.

2866 G. **Customer Service Representative Training.** Customer service representatives
2867 shall be trained on specific Agency service requirements, a minimum of once per
2868 quarter. An Agency information sheet shall be provided to each Customer service
2869 representative for easy reference of Agency requirements and general Customer
2870 needs. Contractor shall provide the information sheet, training agenda, and
2871 associated documentation within five (5) Business Days of request from Agency.

2872 H. **Safety Training.** Contractor shall provide suitable operational and safety training
2873 for all of its employees who operate Collection vehicles or equipment or who are
2874 otherwise directly involved in such Collection. Contractor shall train its employees
2875 involved in Collection to identify, and not to Collect, Hazardous Waste, or Infectious
2876 Waste. Upon the Agency's request, Contractor shall provide a copy of its safety
2877 policy and safety training program, the name of its safety officer, and the frequency
2878 of its trainings.

2879 I. **No Gratuities.** Contractor shall not permit its employees to demand or solicit,
2880 directly or indirectly, any additional compensation or gratuity from members of the
2881 public for Collection services or accept gratuities or compensation in exchange for
2882 additional Collection services.

2883 J. **Employee Conduct and Courtesy.** Contractor shall employ only competent and
2884 qualified personnel who serve the public in a courteous, helpful, and impartial
2885 manner. Contractor shall use its best efforts to assure that all employees present a
2886 neat appearance and conduct themselves in a courteous manner. Contractor shall
2887 regularly train its employees in Customer courtesy, shall prohibit the use of loud or
2888 profane language, and shall instruct Collection employees to perform the work as
2889 quietly as possible. If any employee is found not to be courteous or not to be
2890 performing services in the manner required by this Agreement, Contractor shall take
2891 all appropriate corrective measures. The Agency may require Contractor to
2892 reassign an employee, if the employee has conducted himself or herself
2893 inconsistently with the terms of this Agreement.

2894 Contractor shall adopt policies and procedures consistent with State and federal law
2895 that ensure a sober and drug-free workplace. This includes strictly prohibiting
2896 unlawful manufacture, distribution, possession, or use of any controlled substance
2897 in the workplace, regardless of whether the employee is on duty at the time.
2898 Further, the policies and procedures shall prohibit an employee from operating
2899 either Agency or Contractor equipment and vehicles (whether on or off duty) while
2900 under the influence of alcohol or drugs. The purpose of these policies and
2901 procedures is to ensure workplace safety, productivity, efficiency, and the quality of
2902 Contractor's service to Customers.

2903 K. **Uniforms.** While performing services under this Agreement, all Contractor's
2904 employees performing field service shall be dressed in clean uniforms and shall

2905 wear visible identification that include the employee's name and/or employee
2906 number, and Contractor's name. Uniform type, style, colors, and any modifications
2907 may be subject to approval by the Agency.

2908 **8.07 HAZARDOUS WASTE INSPECTION AND HANDLING**

2909 **A. Inspection Program and Training.** Contractor is required to inspect Solid Waste,
2910 Targeted Recyclable Materials, Organic Materials, and other materials put out for
2911 Collection and may reject Solid Waste, Targeted Recyclable Materials, Organic
2912 Materials, and other materials observed to be contaminated with Hazardous Waste
2913 and not Collect Hazardous Waste put out with Solid Waste, Targeted Recyclable
2914 Materials, and Organic Materials. Contractor shall develop a load inspection
2915 program that includes the following components: (i) personnel and training; (ii) load
2916 checking activities; (iii) management of wastes; and (iv) record keeping and
2917 emergency procedures.

2918 Contractor's load checking personnel, including its Collection vehicle drivers, shall
2919 be trained in: (i) the effects of Hazardous Substances on human health and the
2920 environment; (ii) identification of prohibited materials; and (iii) emergency
2921 notification and response procedures. Collection vehicle drivers shall inspect
2922 Containers before Collection when practical.

2923 **B. Response to Hazardous Waste Identified During Collection.** Under no
2924 circumstances shall Contractor's employees knowingly Collect Hazardous Waste or
2925 remove unsafe or poorly containerized Hazardous Waste from a Collection
2926 Container. If Contractor determines that material placed in any Container for
2927 Collection is Hazardous Waste or other material that may not legally be accepted or
2928 safely processed at the Designated Transfer and Processing Facility or presents a
2929 hazard to Contractor's employees, or those at the Designated Transfer and
2930 Processing Facility, the Contractor shall have the right to refuse to accept such
2931 material. The Generator shall be contacted by the Contractor and requested to
2932 arrange proper Disposal. If the Generator cannot be reached immediately, the
2933 Contractor shall, before leaving the Premises, leave a non-collection notice, which
2934 indicates the reason for refusing to Collect the material and lists the phone number
2935 for the San Mateo County Household Hazardous Waste Facility, or other resources
2936 as directed by Agency. Contractor's environmental technician shall be notified to
2937 handle the issue with the Generator. The Contractor's environmental technician
2938 shall be required to guide the Generator to safely containerizing the Hazardous
2939 Waste and shall explain the Generator's options for proper disposition of such
2940 material.

2941 If Hazardous Waste is found in a Collection Container or Collection area that could
2942 possibly result in imminent danger to people or property, the Contractor shall
2943 immediately notify the Agency's Fire Department using the nine-one-one (911)
2944 emergency telephone number. The Contractor shall notify the Agency of any
2945 Hazardous Waste identified in Containers or left at any Premises within twenty-four
2946 (24) hours of identification of such material.

2947 **C. Response to Hazardous Waste Identified at Designated Transfer and**
2948 **Processing Facility.** Contractor shall not knowingly deliver Unpermitted Material to
2949 the Designated Transfer and Processing Facility. The Operator shall use
2950 reasonable business efforts and standard industry practices to detect and discover

2951 Unpermitted Material at the facility and shall not knowingly accept Unpermitted
2952 Material. In the event that Unpermitted Material is delivered to the Designated
2953 Transfer and Processing Facility, the Operator shall be entitled to pursue whatever
2954 remedies, if any, it may have against the Generator or Person(s) bringing such
2955 Unpermitted Material to the Designated Transfer and Processing Facility provided
2956 that in no case shall the Agency be considered the Person bringing such
2957 Unpermitted Material to the Designated Transfer and Processing Facility.

2958 Contractor acknowledges that in the event the operator identifies Unpermitted
2959 Materials in the materials delivered by Contractor before the materials are unloaded
2960 at the facility, the Operator has the right to reject the load and direct the Contractor
2961 to cause removal and Disposal of the Unpermitted Material in a safe and lawful
2962 manner, at the sole expense of the Contractor. If the Unpermitted Materials are
2963 delivered to the Designated Transfer and Processing Facility by Contractor and
2964 unloaded at the facility before their presence is detected, and the Generator cannot
2965 be identified or fails to remove the material after being requested to do so, the
2966 Contractor shall arrange for and/or pay for its proper Disposal. Contractor shall
2967 make reasonable efforts to identify and notify the Generator. The Contractor shall
2968 make a good faith effort to recover the cost of any transportation and Disposal from
2969 the Generator, and the cost of this effort, as well as the cost of Disposal shall be
2970 chargeable to the Generator, if appropriate documentation, as deemed necessary
2971 by the Agency, is provided to the Agency within five (5) Business Days of the
2972 occurrence.

2973 In the event Contractor delivers Unpermitted Materials on a frequent or continuous
2974 basis to the Designated Transfer and Processing Facility and the Contractor refuses
2975 to provide for the proper handling and disposition of such Unpermitted Material, the
2976 Operator may provide written notice to Agency of such refusal by Contractor.

2977 **D. Reporting, Regulations, and Record Keeping.** Contractor shall comply with
2978 emergency notification procedures required by Applicable Laws and regulatory
2979 requirements. Contractor shall notify all appropriate agencies, including the
2980 California Department of Toxic Substances Control and Local Emergency
2981 Response Providers and the National Response Center of reportable quantities of
2982 Hazardous Waste found or observed in Solid Waste, Targeted Recyclable
2983 Materials, Organic Materials, Electronic Waste, Universal Waste, and Construction
2984 and Demolition Debris anywhere within Service Area. In addition to other required
2985 notifications, if Contractor observes any substances which it or its employees
2986 reasonably believe or suspect to contain Hazardous Wastes unlawfully Disposed of
2987 or released on any Agency property, including storm drains, streets or other public
2988 rights of way, Contractor will immediately notify the Agency and SBWMA.

2989 All records required by regulations shall be maintained at the Contractor's Facility.
2990 These records shall include: waste manifests, waste inventories, waste
2991 characterization records, inspection records, incident reports, and training records.
2992 Contractor shall maintain records showing the types and quantities, if any, of
2993 Hazardous Waste found in Solid Waste, Targeted Recyclable Materials, and
2994 Organic Materials, which was inadvertently Collected from Customers within the
2995 Service Area, but diverted from landfilling.

- 2996 **8.08 COMMUNICATION AND COOPERATION WITH AGENCY AND SBWMA**
- 2997 A. **Communications.** The Contractor's general manager shall have e-mail capabilities
- 2998 to enable the Agency, SBWMA, and the Contractor's general manager to
- 2999 communicate via e-mail. Contractor's general manager shall respond to Agency
- 3000 and SBWMA email correspondence within twenty-four (24) hours.
- 3001 B. **Monthly Meetings.** Upon request from Agency, beginning on the Commencement
- 3002 Date, and then on a monthly basis thereafter, Contractor shall meet with the Agency
- 3003 and SBWMA to discuss progress of each active diversion program, quality, and
- 3004 reliability of Collection services, and compliance with the terms of the Agreement.
- 3005 SBWMA may attend and participate in these meetings. At each monthly meeting,
- 3006 the Agency, Contractor, and SBWMA, if attending, shall have the opportunity to
- 3007 present and discuss proposed changes in service such as changing program
- 3008 requirements or modifying Collection methods.
- 3009 C. **Inspection by Agency.** Agency shall have the right, but not the obligation, to
- 3010 observe and inspect all of the Contractor's operations under this Agreement. In
- 3011 connection therewith, Agency and SBWMA shall have the right to enter facilities
- 3012 used by Contractor during operating hours, speak to any of Contractor's employees,
- 3013 and receive cooperation from such employees in response to inquiries. In addition,
- 3014 upon reasonable notice and without interference with Contractor's operations,
- 3015 Agency and SBWMA may review and copy any of Contractor's operational and
- 3016 business records related to this Agreement. If Agency or SBWMA so requests,
- 3017 Contractor shall make specified personnel available to accompany Agency and
- 3018 SBWMA employees on inspections and shall provide electronic copies of records
- 3019 stored in electronic media.
- 3020 **8.09 COOPERATION WITH DESIGNATED TRANSFER AND PROCESSING FACILITY**
- 3021 **OPERATOR**
- 3022 A. **Communications.** If requested by SBWMA, the Contractor shall meet with the
- 3023 SBWMA and Operator at least once each month to discuss issues related to the
- 3024 interaction of operations between Contractor and Operator including, but not limited
- 3025 to:
- 3026 1. Traffic flow;
- 3027 2. Vehicle weighing procedures;
- 3028 3. Targeted Recyclable Materials and Organic Materials Contamination;
- 3029 4. Hazardous Waste screening and safety policies;
- 3030 5. Receiving hours;
- 3031 6. Billing and payment of gate fees for delivery of materials;
- 3032 7. Vehicle parking;
- 3033 8. Employee facilities; and,
- 3034 9. Maintenance facilities.
- 3035 The Contractor's general manager shall have e-mail capabilities to enable the
- 3036 Operator and the Contractor's general manager to communicate via e-mail.

- 3037 Contractor's general manager shall respond to the Operator's email
3038 correspondence within twenty-four (24) hours.
- 3039 B. **Coordination of Hours.** Contractor shall plan its Collection routes to be
3040 compatible with the Designated Transfer and Processing Facility receiving hours,
3041 which shall be, at a minimum, Monday through Friday from 3:00 a.m. to 6:00 p.m.
3042 and Saturday and Sunday from 6:00 a.m. to 5:00 p.m. Contractor shall deliver
3043 Collected materials to the Designated Transfer and Processing Facility during the
3044 receiving hours of the Designated Transfer and Processing Facility.
- 3045 C. **Compliance with Facility Rules.** Contractor shall cooperate with Operator and
3046 comply with Operator's requirements including: (i) how and where to unload
3047 Collection vehicles; (ii) respecting operations and construction of new facilities; and,
3048 (iii) the Operator's Hazardous Waste exclusion program. Contractor shall also
3049 cooperate with the Contamination assessment procedures specified in Attachment
3050 E-1. All costs charged by the SBWMA for acceptance of Contractor's materials
3051 shall be paid by Contractor. Contractor shall receive compensation for transfer and
3052 processing costs in accordance with Article 11.

3053 **8.10 BUY-RECYCLED POLICY**

- 3054 The Contractor shall comply with the purchasing requirements described in this Section,
3055 and shall document its on-going compliance with these requirements upon Agency
3056 request.
- 3057 A. **Recycled Paper.** The Contractor shall use recycled paper for invoices, Bills,
3058 reports, and public education materials. The recycled paper shall have at least
3059 thirty percent (30%) post-consumer recycled content for uncoated paper and ten
3060 percent (10%) post-consumer recycled content for coated paper based on federal
3061 standards. Contractor shall state on all materials prepared with post-consumer
3062 recycled content the following: "Printed on Recycled Paper."
- 3063 B. **Re-Refined Motor Oil.** Contractor shall be encouraged but not required to use re-
3064 refined motor oil for its Collection vehicles.
- 3065 C. **Recycled Plastic.** Contractor shall purchase Carts and Kitchen Pails that contain
3066 the minimum post-consumer content as specified in Attachment D. All Carts and
3067 Kitchen Pails shall be one hundred percent (100%) recyclable.

3068 **8.11 ANNUAL PERFORMANCE HEARING**

- 3069 A. **Objectives.** Agency or SBWMA may hold a public performance hearing in April or
3070 May of each Rate Year, at which time Contractor shall be present and shall
3071 participate by making a presentation and responding to questions. Agency or
3072 SBWMA shall convene the hearing to address the positive and negative aspects of
3073 Contractor's overall performance. The purpose of the hearing may also involve
3074 discussion and review of technological, economic, and regulatory changes in
3075 Collection, waste reduction, Recycling, processing, and Disposal practices that can
3076 improve quality of service; increase waste reduction and diversion; and ensure
3077 services are being provided effectively and economically. Topics for discussion and
3078 review at the performance hearing shall include, but not be limited to: Contractor's
3079 accomplishments and compliance with various provisions of the Agreement,

3080 services provided, feasibility of providing new services, application of new
3081 technologies, Customer Complaints, possible amendments to this Agreement,
3082 developments in the Applicable Laws and regulations, new initiatives for meeting or
3083 exceeding waste reduction and Recycling goals, regulatory constraints, and
3084 Contractor performance. Agency or SBWMA and Contractor may each select
3085 additional topics for discussion at the performance hearing.

3086 **B. Process.** Within sixty (60) Days of notification provided by Agency or SBWMA to
3087 Contractor of its intent to conduct a performance hearing, Agency or SBWMA will
3088 submit questions to Contractor pertaining to Contractor's performance and
3089 Contractor shall submit its written response within thirty (30) Days. Agency or
3090 SBWMA and Contractor shall meet to discuss the questions and Contractor's
3091 response prior to submittal by Contractor. Agency or SBWMA and Contractor may
3092 request from one another information or documents related to the scheduled public
3093 hearing and Agency or SBWMA and Contractor shall provide such information
3094 promptly.

3095 In addition to Contractor's responses to the questions submitted by Agency or
3096 SBWMA, Contractor may be required to submit a self-assessment report of
3097 Contractor's performance and information pertaining to the following:

- 3098 1. Recommended Changes or New Services. Changes and/or new services
3099 recommended to improve Agency's or SBWMA's ability to meet and/or exceed
3100 the Agency's or SBWMA's waste reduction and recycling goals and those of
3101 the Act and other State legislation/regulations (such as, but not limited to, AB
3102 341, AB 901, AB 1594, AB 1826, SB 1061, and SB 1383).
- 3103 2. Complaint Records. The reports required by this Agreement regarding
3104 Complaints shall be used as one basis for review. Contractor may submit other
3105 relevant performance information and reports for consideration. Agency or
3106 SBWMA may request Contractor to submit specific information for the hearing.
3107 In addition, any Person may submit comments or Complaints during or before
3108 the hearing, either orally or in writing, and these shall be considered.
- 3109 3. Action Plan. Contractor shall prepare and submit an action plan for improving
3110 and/or modifying its Collection services and other services if requested.

3111 Not less than ten (10) Business Days prior to the scheduled hearing date, Agency
3112 or SBWMA and Contractor shall exchange any written reports and other documents
3113 that will be provided or presented at the hearing. Not less than five (5) Business
3114 Days before the scheduled hearing date, Agency or SBWMA and Contractor shall
3115 ensure their availability to discuss the content and underlying support for such
3116 reports.

3117 Agency or SBWMA and Contractor shall attend and participate in the performance
3118 hearing. Contractor may be required to present an oral report on its performance at
3119 the performance hearing. Contractor's failure to attend and participate in the
3120 performance hearing and provide an oral presentation upon request; provide a
3121 written response to the questions or request for a self-assessment report submitted
3122 by Agency or SBWMA; or submit an action plan if requested by Agency or SBWMA
3123 may result in Liquidated Damages pursuant to Attachment J.

3124 Within sixty (60) Days after the conclusion of each performance hearing, Agency or
3125 SBWMA may issue a report. As a result of the review, Agency or SBWMA may

3126 require Contractor to provide expanded or new services within a reasonable time
3127 frame and for reasonable compensation; and Agency or SBWMA may direct
3128 Contractor to take corrective actions for any performance inadequacies.
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ARTICLE 9 RECORD KEEPING AND REPORTING

3132 **9.01 GENERAL**

3133 Contractor shall compile and maintain records related to its performance as necessary to
3134 develop the reports required by this Agreement. Contractor agrees to conduct data
3135 collection, record keeping, and reporting activities necessary to meet the reasonable
3136 reporting and Solid Waste, Recyclable Materials, and Organic Materials program
3137 management needs of the Agency, and to comply with Contractor's obligations under
3138 the Act and other State legislation/regulations (such as, but not limited to, AB 341, AB
3139 1826, and SB 1383), other Applicable Laws, and the requirements of this Agreement.

3140 Record keeping and reporting requirements specified in this Agreement shall not be
3141 considered a comprehensive list of reporting requirements. In particular, Article 9 is
3142 intended to highlight the general nature of records and reports and their minimum
3143 content and is not meant to comprehensively define the scope and content of the
3144 records and reports. Upon written direction or approval of Agency, the records and
3145 reports required by Contractor in accordance with this and other Articles of the
3146 Agreement shall be adjusted in number, format, or frequency.

3147 Contractor shall maintain all records necessary to allow the Agency to determine
3148 Contractor's compliance with the terms of the Agreement and compliance with the
3149 Performance Standards and Performance Incentives/Disincentives presented in this
3150 Agreement including, but not limited to, those related to the quality of Collection services
3151 and customer service and those identified in Attachments I and J. The records shall be
3152 maintained in a manner that allows for easy verification of Contractor's performance.

3153 **9.02 GENERAL RECORD KEEPING PROVISIONS**

3154 **A. General.** Contractor shall maintain records required to conduct its operations, to
3155 support requests it may make to Agency, and to respond to requests from Agency.
3156 All records shall be maintained for five (5) years after the expiration or early
3157 termination of this Agreement.

3158 In order to set Contractor's Compensation pursuant to Article 11, it is necessary for
3159 Contractor to maintain accurate, detailed financial and operational information in a
3160 consistent format and to make such information available to the Agency in a timely
3161 fashion, and in accordance with reporting requirements specified in this Article.

3162 **B. Inspection of Records.** Agency shall have the right to inspect or review the payroll
3163 tax reports, specific documents or records required expressly or by inference
3164 pursuant to this Agreement, or any other similar records or reports of Contractor
3165 that Agency shall deem, in its sole discretion, reasonably necessary to evaluate
3166 reports, compensation applications provided for in this Agreement, and Contractor's
3167 performance or other matters related to this Agreement.

3168 The Agency, its auditors, and other agents selected by the Agency, shall have the
3169 right, during regular business hours, to conduct unannounced on-site inspections
3170 and review of the records and accounting systems of Contractor and to make
3171 copies of any of Contractor's documents relevant to this Agreement. Upon request,
3172 Contractor shall arrange for records of Related Party Entities to be made available

3173 to Agency and its official representatives for review, to the extent such records are
3174 reasonably necessary to evaluate reports, compensation applications, Contractor's
3175 performance, or other matters related to this Agreement.

- 3176 C. **Retention of Records.** Unless otherwise herein required, Contractor shall retain all
3177 records and data required to be maintained by this Agreement for the Term plus at
3178 least five (5) years after expiration or early termination of the Agreement. Records,
3179 and data shall be in a chronological and organized form and readily and easily
3180 interpreted. At the Agency's request, records and data required to be retained shall
3181 be retrieved in a timely manner (which shall not exceed more than ten (10)
3182 Business Days unless Contractor obtains prior written approval from the Agency) by
3183 Contractor and made available to the Agency.

3184 Contractor shall maintain copies of all Billings and Billing Collections (e.g.,
3185 Customer payments) records or copies of Billing summary reports (that document
3186 all Billings and Billing Collections for each Customer) for five (5) years, following the
3187 date of Billings, for inspection and verification by Agency.

3188 Records and data required to be maintained that are not specifically directed to be
3189 retained that are, in the sole opinion of the Agency, material to the determination of
3190 Contractor's Compensation or Rates or to determination of Contractor's
3191 performance, shall be retrieved by Contractor and made available to the Agency in
3192 a timely manner (which shall not exceed ten (10) Business Days unless Contractor
3193 obtains prior written approval from the Agency). When records and data are not
3194 retained or provided by the Contractor, the Agency may make reasonable
3195 assumptions regarding what information is contained in such records and data, and
3196 such assumption(s) shall be conclusive in whatever action the Agency takes.

- 3197 D. **Record Security.** Contractor shall maintain adequate record security to preserve
3198 records from events that can be reasonably anticipated such as a fire, theft, and an
3199 earthquake. Electronically-maintained data and/or records shall be protected,
3200 backed up, and stored at a separate site from the original data.

3201 9.03 RECORD KEEPING REQUIREMENTS

3202 A. Maintenance of Financial and Operational Records

- 3203 1. General. In order to effectuate Contractor's Compensation pursuant to Article
3204 11, it is necessary for Contractor to maintain accurate, detailed financial and
3205 operational information in a consistent format and to make such information
3206 available to the Agency and the SBWMA in a timely fashion.
- 3207 2. Contractor's Accounting Records. Contractor shall maintain accurate and
3208 complete accounting records containing the underlying financial and operating
3209 data relating to, and showing the basis for computation of, all costs associated
3210 with providing services under this Agreement. The accounting records shall be
3211 prepared in accordance with Generally Accepted Accounting Principles (GAAP)
3212 consistently applied.

3213 B. Collection Service Records

3214 Records shall be maintained and retained by Contractor for Agency relating to:

- 3215 1. Customer and Billing information including, but not limited to, the following for
3216 each Customer.

- 3217 a. Names, addresses, and phone numbers of Customer, Billing contact
3218 Person, and, if appropriate, for property manager or on-site contact
3219 Person.
- 3220 b. Solid Waste service level, Targeted Recyclable Materials service level,
3221 and Organic Materials service level (where service level includes the
3222 number of Containers, size of each Container, and the Collection
3223 frequency of each Container).
- 3224 c. Number of tenant or living units at Multi-Family Residential Complexes.
- 3225 d. Service exemptions for SFD Premises (if applicable).
- 3226 e. Special services (e.g., Backyard and Special Handling Collection for SFD
3227 Premises, push/pull service, lock/unlock service, Container Relocation
3228 Service, Long Distance Service, etc.).
- 3229 2. Contractor's Customer and Billing system shall allow for information to be
3230 compiled easily and separately for each Service Sector.
- 3231 3. Weight and volume of material Collected by type (e.g., Solid Waste, Targeted
3232 Recyclable Materials, Organic Materials). Where possible, information shall be
3233 provided separately for each Service Sector.
- 3234 4. Route sheets and route maps identifying the accounts serviced by each
3235 Collection vehicle on a daily basis (e.g., detailed GPS reports).
- 3236 5. Facilities, equipment, and personnel used.
- 3237 6. Facilities and equipment operations, maintenance, and repair.
- 3238 7. Tonnage of Solid Waste, Targeted Recyclable Materials, Universal Waste, and
3239 Organic Materials listed separately by materials type and Service Sector and
3240 the facility where materials were delivered (e.g., Designated Transfer and
3241 Processing Facility).
- 3242 8. Monthly Overall Diversion Level, monthly SFD Diversion Level, and the monthly
3243 Commercial Diversion Level (each stated as a percentage) and calculated in
3244 accordance with Attachment I.
- 3245 9. Targeted Recyclable Materials, Used Motor Oil and Used Motor Oil Filters,
3246 Household Batteries, Cell Phones, and Organic Materials Collection
3247 participation and set-out rates.
- 3248 10. Tonnage of materials Collected from On-Call Bulky Item Collection services
3249 described in Sections 5.05, 5.06 and 5.12, community collection events as
3250 described in Sections 5.13 and 5.14, and abandoned waste clean-up events
3251 described in Section 5.09, reported separately by material type Collected and
3252 listing destination where materials were delivered (e.g., Goodwill Industries,
3253 Designated Transfer and Processing Facility, etc.).
- 3254 11. Tonnage of Solid Waste, Recyclable Materials, and Organic Materials
3255 Collected from Venues and Community Events as described in Section 5.08
3256 reported separately by material type Collected and reported separately for each
3257 Venue and Community Event as the total Tonnage of each material type for
3258 each Venue or Community Event monthly.

3259 12. Volume of Used Motor Oil and number of Used Motor Oil Filters Collected by
3260 Contractor reported separately for each facility where materials were delivered.

3261 **C. Other Programs Records**

3262 Records for other programs shall be tailored to specific needs. In general,
3263 Contractor shall maintain and retain the following records:

- 3264 1. Plans, tasks, and milestones; and,
3265 2. Accomplishments including activities conducted, dates, quantities of products
3266 used, produced or distributed, and numbers of participants and responses.

3267 **D. Customer Service Records.** Daily logs of all Complaints and Inquiries shall be
3268 retained for a minimum of thirty-six (36) months. Contractor shall maintain and
3269 retain customer service center records which include, but are not limited to, the
3270 following statistics:

- 3271 1. Number of calls received on a daily and monthly basis;
3272 2. Number of calls answered on a daily and monthly basis;
3273 3. Number of abandoned (dropped) calls on a daily and monthly basis;
3274 4. Average abandoned time (i.e., Hold Time before abandoning call);
3275 5. Number of delayed calls (i.e., calls where caller is placed on hold before
3276 speaking with a customer service agent) on a daily and monthly basis;
3277 6. Average Hold Time for incoming calls on a daily and monthly basis;
3278 7. Percentage of calls answered by a Person within thirty (30) seconds on a daily
3279 and monthly basis;
3280 8. Percentage of calls answered within three (3) minutes on a daily and monthly
3281 basis;
3282 9. Number of e-mail responses sent from the customer service department to
3283 Customers on a monthly basis;
3284 10. Number and percentage of Complaint and Inquiry e-mails or submissions
3285 through Contractor website that received responses before close of business
3286 on the Day received on a monthly basis;
3287 11. Number and percentage of Complaint and Inquiry e-mails that received
3288 responses by the close of business on the Day following the receipt of the
3289 Complaint or Inquiry;
3290 12. Number of Complaints and Inquiries received through Contractor's website on
3291 a daily and monthly basis;
3292 13. Names of all Customer service representatives employed; and,
3293 14. Minimum, average, and maximum number of customer service representatives
3294 employed during each month.

3295 **E. CERCLA Defense Records.** Agency views the ability to defend against CERCLA
3296 and related litigation as a matter of great importance. For this reason, the Agency
3297 regards the ability to prove where Solid Waste Collected in the Agency area was
3298 taken for transfer or Disposal, to be matters of concern. Contractor shall maintain

3299 data retention and preservation systems which can establish where Solid Waste
3300 Collected in the Service Area was delivered for transfer or Disposal. This provision
3301 shall survive the expiration of this Agreement.

3302 F. **Compilation of Information for State Law Purposes.** Contractor shall compile
3303 information on amounts of Solid Waste delivered to the Designated Transfer and
3304 Processing Facility and to other locations, as well as other information which the
3305 Agency may reasonably request.

3306 Contractor shall maintain these records for a minimum of ten (10) years after
3307 expiration or earlier termination of the Agreement. Contractor shall provide these
3308 records to Agency (upon request or at the end of the record retention period) in an
3309 organized and indexed manner rather than destroying or Disposing of them.

3310 9.04 GENERAL REPORTING REQUIREMENTS

3311 A. **Purpose.** Records shall be maintained and retained in forms, on media, and by
3312 methods that facilitate flexible use of data contained in them to structure reports, as
3313 needed. Reports are intended to compile recorded data into useful forms of
3314 information that can be used to, among other things:

- 3315 1. Evaluate Diversion performance
- 3316 2. Evaluate Contractor's performance
- 3317 3. Monitor Customer participation in Targeted Recyclable Materials and Organic
3318 Materials Collection programs and in other programs using several different
3319 performance measures
- 3320 4. Monitor changes in the number of Customers and Customers' service levels
- 3321 5. Determine needs for adjustment to programs and cost for such changes
- 3322 6. Evaluate customer service and Complaints
- 3323 7. Determine and set Contractor's Compensation and Rates

3324 B. **Report Format.** Contractor may propose report formats that are responsive to the
3325 objectives and audiences for each report. The format of each report shall be
3326 approved by Agency. The Agency may review and request changes to Contractor's
3327 report formats and content and Contractor shall not unreasonably deny such
3328 requests. Contractor agrees to submit all reports by e-mail in a format compatible
3329 with the Agency's software and computers so the Agency can sort and analyze
3330 data. Contractor shall provide a certification statement, under penalty of perjury by
3331 the responsible Contractor official, that the report being submitted is true and
3332 correct to the best knowledge of such official after their reasonable inquiry.

3333 C. **Submittal Schedule and Instructions.** Contractor shall submit monthly reports
3334 within fifteen (15) Days after the end of the reporting month, quarterly reports within
3335 thirty (30) Days after the end of the reporting quarter, and annual reports within
3336 forty-five (45) Days after the end of the reporting year. Contractor shall submit (via
3337 e-mail) all reports to the person(s) designated by SBWMA and Agency. Each
3338 quarterly report shall be in lieu of the monthly report for the third month of the
3339 quarter; thus, Contractor shall submit a total of thirteen (13) periodic reports per
3340 year: eight (8) monthly reports, four (4) quarterly reports, and one (1) annual report.

- 3341 D. **Failure to Report.** The refusal or failure of Contractor to file any required reports,
 3342 or to provide required information to Agency, or the inclusion of any materially false
 3343 or misleading statement or representation by Contractor in such report shall be
 3344 deemed a Contractor default as described in Section 14.01 subject to the notice and
 3345 cure provisions of that section and shall subject Contractor to all remedies which
 3346 are available to the Agency under the Agreement or otherwise.
- 3347 E. **Accuracy of Reports.** The failure of Contractor to file accurate and timely reports,
 3348 proposal(s), information, or correspondence to Agency or SBWMA, or the inclusion
 3349 of any inaccurate or misleading data, statement or representation by Contractor in
 3350 such report(s), proposal(s), information, or correspondence to Agency or SBWMA,
 3351 shall be subject to Liquidated Damages as set forth in Attachment J. In addition, the
 3352 inclusion of any materially false or misleading statement or representation by
 3353 Contractor in such report shall be deemed a Contractor default as described in
 3354 Section 14.01 subject to the notice and cure provisions of that Section and shall
 3355 subject Contractor to all remedies which are available to the Agency under the
 3356 Agreement or otherwise.
- 3357 F. **Source Files.** Contractor shall provide the SBWMA the following information: (i)
 3358 with each monthly or quarterly report, a spreadsheet provided by Operator showing
 3359 all Tonnages Collected by Contractor and delivered to the Shoreway Recycling and
 3360 Disposal Center from Member Agencies during the reporting month, listed
 3361 separately by Member Agency, material type, and Service Sector; (ii) with each
 3362 monthly or quarterly report, a spreadsheet containing the information required by
 3363 Sections 9.06.B, 9.06.D, and 9.06.E; and, (iii) with each annual report, a
 3364 spreadsheet containing the information required by Section 9.07.B. Such
 3365 information need not be included in the published reports provided to Agency.

3366 **9.05 MONTHLY REPORTS**

3367 Monthly reports shall present the information described in this Section in a format agreed
 3368 upon by the Agency.

- 3369 A. **Tonnage Information.** Contractor shall provide the Tonnage information requested
 3370 below by Service Sector on a monthly and year-to-date basis, with a comparison to
 3371 the prior year. However, the Agency reserves the right to request the monthly
 3372 Tonnage data by route.
- 3373 1. Solid Waste. Total Solid Waste Tonnage Collected and Disposed by Service
 3374 Sector.
 - 3375 2. Targeted Recyclable Materials Services. Total Targeted Recyclable Materials
 3376 Tonnage Collected and delivered for processing by Service Sector listed
 3377 separately by material type Collected (e.g., Single-Stream Recyclable
 3378 Materials, Source Separated cardboard, Source Separated paper, Used Motor
 3379 Oil, Used Motor Oil Filters, etc.).
 - 3380 3. Organic Materials Services. Total Organic Materials Tonnage Collected and
 3381 delivered for processing by Service Sector listed separately by material type
 3382 (e.g., Plant Materials, Food Scraps, or Organic Materials).
- 3383 B. **Diversion Level.** Contractor shall provide the monthly and year-to-date Calculated
 3384 Overall Diversion Level, the monthly and year-to-date Residential Diversion Level,

3385 and the monthly and year-to-date Commercial Diversion Level (each stated as a
3386 percentage) calculated in accordance with Attachment I, with a comparison to the
3387 prior year. In addition, Contractor shall present the calculations used to determine
3388 the diversion levels.

3389 C. **Complaint, Inquiry and Service Requests Data.** Contractor shall provide
3390 information on the number of Complaints, Inquiries service requests received from
3391 Customers, Generators, or other Person by category (e.g., missed pickups, noise
3392 Complaints, scheduled On-Call Bulky Item Collection events, Overage events,
3393 Billing concerns, property damage claims, requests for information, delivery of
3394 Recycling Tote-Bags, inventory of Recycling Tote-Bags, etc.). Complaint summary,
3395 for each month, summarized by nature of Complaint, Inquiry, and service request
3396 on a compatible computer disc or other memory device approved by Agency. The
3397 categorization of Complaints, Inquiries, and service requests shall be agreed upon
3398 by the Agency, SBWMA, and Contractor prior to the Commencement Date, and
3399 shall be adjusted during the Term upon agreement between Agency, SBWMA and
3400 Contractor.

3401 D. **Call Center Data.** Number of calls received, number of calls answered, number of
3402 dropped calls, percentage of dropped calls, Average Hold Time, percentage of calls
3403 answered in thirty (30) seconds.

3404 E. **Monthly Gross Revenues and Fee Reports.** Pursuant to Article 10, a statement
3405 itemizing each fee paid by Contractor to Agency in the month; detailing calculation
3406 of each monthly fee amount; and stating monthly Gross Revenue Billed, by Service
3407 Sector, for all operations conducted or permitted by this Agreement.

3408 F. **Abandoned Waste Collection.** Contractor shall provide a list of all abandoned
3409 waste Collection events performed identifying the address of each Collection
3410 location.

3411 G. **Multi-Family Tote Bag Distribution.** Contractor shall provide a report on Multi-
3412 Family Tote Bag Distribution as required by Article 5, Collection Service, Section
3413 5.03.C.2.

3414 H. **Other Information.** Other information or reports that Agency may reasonably
3415 request or require be added to reporting. These requests may include, but shall not
3416 be limited to, information regarding on-call Bulky Item Collection programs,
3417 abandoned waste Collection, Used Motor Oil and Used Motor Oil Filter Collection,
3418 and Community Events and Venues Collection.

3419 9.06 QUARTERLY REPORTS

3420 Quarterly reports shall present the information described in this Section, in addition to
3421 the monthly information required under Section 9.05.

3422 A. **On-Site Customer Assessments and Visual Audits.** Contractor shall report the
3423 number of site assessments and visual audits conducted for Multi-Family Dwelling,
3424 Commercial, and Agency Customers, which are required by Sections 7.04 and 7.05.
3425 SBWMA may request additional statistics as necessary.

3426 B. **Public Education Activities.** Contractor shall report the following public education
3427 activity information.

3428 1. Public education materials produced and total number of each distributed.

- 3429 2. Dates, times, and names of meetings or events attended.
- 3430 3. Dates, times, and names of school(s) where presentations were performed.
- 3431 4. Completion of other activities specified in the then-current Three-Year Public
- 3432 Education Plan.
- 3433 5. Other educational activities as may be requested by Agency.
- 3434 C. **Determination and Payment of Liquidated Damages.** In accordance with the
- 3435 requirements of Section 14.07, Contractor shall provide a report that identifies any
- 3436 non-compliance with performance measures listed in Attachment J and include
- 3437 calculation of the Liquidated Damages due. Contractor may include with its report a
- 3438 written request to meet with Agency's Manager or his or her designee to discuss
- 3439 Contractor's evidence refuting the basis for assessing Liquidated Damages
- 3440 pertaining to unacceptable employee behavior. In such cases, Contractor shall
- 3441 include with its report evidence in writing and written testimony of its employees and
- 3442 others relevant to the incident(s)/non-performance. Agency's Manager or his or her
- 3443 designee will provide Contractor with a written explanation of his or her
- 3444 determination on each incident(s)/non-performance. The decision of Agency's
- 3445 Manager or his or her designee shall be final.
- 3446 D. **Account Summary.** Provide the following account summary information in table
- 3447 format:
- 3448 1. Number of Customers in each Rate and Charge category.
- 3449 2. Total number of Residential, Commercial, and Drop Box Customers
- 3450 subscribing to Solid Waste, Targeted Recyclable Materials, and Organic
- 3451 Materials Collection service listed separately by Service Sector and material
- 3452 type.
- 3453 3. Percentage of Customers subscribing to Targeted Recyclable Materials
- 3454 Collection service (listed separately for Multi-Family, Commercial, and Drop
- 3455 Box Customers), which shall be equal to the total number of Targeted
- 3456 Recyclable Materials Customers divided by the total number of Solid Waste
- 3457 Customers.
- 3458 4. Percentage of Customers subscribing to Organic Materials Collection service
- 3459 (listed separately for Multi-Family, Commercial, and Drop Box Customers),
- 3460 which shall be equal to the total number of Organic Materials Customers
- 3461 divided by the total number of Solid Waste Customers.
- 3462 5. Weekly gallons or cubic yards of service provided to Residential, Commercial,
- 3463 and Drop Box Customers subscribing to Solid Waste, Targeted Recyclable
- 3464 Materials, and Organic Materials Collection service listed separately by Service
- 3465 Sector and material type for one week.
- 3466 E. **Operational Data.** Contractor shall submit the following:
- 3467 1. A summary of Collection route operational data including: average number of
- 3468 Customers and Containers serviced per route per Day for each Collection
- 3469 route; average number of actual both on-route and off-route hours per Day by
- 3470 route (distinguishing between Standard Collection Vehicle Routes and Special
- 3471 Collection Vehicle Routes, if appropriate);

- 3472 2. List of the one hundred (100) largest generators based on weekly Solid Waste
3473 volumes (listed in descending order) within Agency for both Commercial and
3474 Multi-Family Customers. This reporting shall include, at a minimum: the name
3475 of the Customer; the name of the business; the address of the business; the
3476 type(s) of service received (e.g. Collection of Solid Waste, Single-Stream
3477 Targeted Recyclable Materials, Plant Materials, Food Scraps, Organic
3478 Materials, Source Separated cardboard, Source Separated paper, etc.); the
3479 volume of service received weekly measured in cubic yards; the frequency of
3480 service received measured in number of Collections per week; the diversion
3481 volume measured as total service level volume divided by Targeted
3482 Recyclables Materials and/or Organic Materials Collection volume; and, the
3483 change in service level from the prior quarter.
- 3484 F. **Recycling Technical Assistance Plan Status Report.** Contractor must prepare
3485 and submit to Agency and SBWMA, a Recycling Technical Assistance Plan Status
3486 Report providing required reporting information identified in the then-current Three-
3487 Year Plan (prepared in accordance with Section 7.03.B).
- 3488 G. **Determination and Payment of Performance Incentives and Disincentives.** In
3489 accordance with the requirements of Section 11.07, Contractor shall provide on a
3490 quarterly basis a report that identifies compliance with the performance standards
3491 listed in Attachment I and includes calculation of the performance incentive
3492 payments and disincentive assessments due. Performance incentives (in the form
3493 of increased compensation to Contractor) will be awarded by Agency for excellent
3494 performance on aspects of diversion and Customer service as specified in
3495 Attachment I.
- 3496 All performance incentives and disincentives payments are to be included in
3497 Contractor's annual Rate Application and Contractor's Compensation for the next
3498 Rate Year will be increased or decreased by the net amount of performance
3499 incentive payments and disincentive assessments calculated in the Application.
3500 Performance incentives and disincentives for Diversion and Average Speed of
3501 Answer and performance disincentives for Ninety (90) Second Maximum Hold Time
3502 shall be calculated in aggregate for the SBWMA Service Area and Agency's share
3503 shall be proportional based on the Tons of Solid Waste Collected by Contractor for
3504 the previous Rate Year.
- 3505 H. **Quality Assurance Program.** Contractor shall report quarterly on quality of the
3506 Customer service experience when Customer was interacting with Contractor,
3507 described in Section 7.02.F, during the prior month. The report shall include (i)
3508 name and Service Sector of each Customer contacted, (ii) date and time, (iii) name
3509 of Customer service representative placing call, (iv) summary of Customer's
3510 responses to questions and other information provided, and (v) follow-up actions
3511 taken, if any, in response to calls. The actual surveys shall be kept by the
3512 Contractor compliant with the record keeping requirements of the Agreement and
3513 such surveys shall be made available to the Agency or SBWMA upon request.

3514 9.07 ANNUAL REPORTS

3515 Annual reports shall present the information described in this Section, in addition to the
3516 monthly and quarterly report information required under Sections 9.05 and 9.06. The
3517 monthly and quarterly report information shall be presented as well as the annual totals

3518 for the Rate Year, when applicable (e.g., for Tonnage data, Diversion Level, Complaint
3519 and Inquiry data, Gross Revenue Billed, and Franchise Fees, etc.)

3520 **A. Operational Information**

3521 1. Routes by Service Sector

3522 a. Number of routes per Day

3523 b. Types of vehicles

3524 c. Crew size per route

3525 e. Number of full-time equivalent routes

3526 f. Number of accounts per route

3527 g. Total hours per Service Sector per Day and per year

3528 h. Average cost per route

3529 i. Route sheets and maps

3530 2. Personnel

3531 a. Organizational chart

3532 b. Job classifications and number of full-time equivalent positions for each
3533 (e.g. administrative, customer service representatives, drivers,
3534 supervisors, educational staff, etc.)

3535 c. Annual wages by job classification including benefits

3536 3. Productivity Statistics

3537 a. Number of accounts per Service Sector

3538 b. Number of set-outs per Service Sector

3539 c. Tons per route per Day by Service Sector

3540 4. Operational Changes

3541 a. Number of routes

3542 b. Staffing

3543 c. Supervision

3544 d. Collection services

3545 5. Equipment - An inventory of equipment in accordance with Section 8.04.D.

3546 6. Billing - Billing review report in accordance with Section 7.01.F.

3547 **B. Customer Account Information.** As part of the annual reporting requirement,
3548 Contractor shall make available to Agency detailed Customer account information in
3549 tabular format and in electronic format (in computer software format that is
3550 compatible with the Agency's) including the following information for each
3551 Customer: account number; service address; assessor parcel number for Accounts
3552 agreed to by Contractor and Agency; Customer's name, address, and phone
3553 number; Billing contact name, Billing address, and phone number; Solid Waste,
3554 Targeted Recyclable Materials, and Organic Materials Collection service level (i.e.,
3555 number of Containers, size of Containers, frequency of Collection, and Day(s) of
3556 Collection), and Rate or Charge billed. For Multi-Family Customers, the Customer

- 3557 account information shall also include the number of dwelling units at each Multi-
 3558 Family Residential Complex.
- 3559 **C. Customer Service Operations.** Contractor shall annually prepare and submit, to
 3560 Agency and SBWMA, a Customer Service Operations Plan that shall include, at a
 3561 minimum, the following sections:
- 3562 1. Customer Service Call Center
- 3563 a. Provide the number CSR supervisory staff and describe their
 3564 responsibilities.
- 3565 b. Contractor must describe its training strategy for CSR and CSR
 3566 supervisory staff.
- 3567 c. Contractor must describe its strategy and overall approach to attracting
 3568 and retaining a high quality CSR staff.
- 3569 2. Website
- 3570 a. Number of on-line payments made
- 3571 b. Number of On-Call Collection Services scheduled
- 3572 c. Number of On-Call Bulky Goods Collections scheduled
- 3573 d. Number of extra Solid Waste pick-ups scheduled
- 3574 e. Number of service changes requested
- 3575 f. Number of Complaints documented and resolved
- 3576 3. Customer Information System
- 3577 a. Status of any changes or upgrades made to system software
- 3578 b. Description of proposed changes to system software
- 3579 c. Explanation and schedule of training activities
- 3580 4. Staffing
- 3581 5. Commercial customer service
- 3582 **D. Related Party Entities.** Contractor agrees that all financial transactions with all
 3583 Related Party Entities shall be approved in advance in writing and disclosed
 3584 annually (coinciding with Contractor's annual audited financial statements referred
 3585 to in this Section 9.07) to the Agency in a separate disclosure letter to the Agency.
 3586 This letter shall include the following information: a general description of the nature
 3587 of each transaction, or type of (for many similar) transaction, as applicable. Such
 3588 description shall include for each (or similar) transaction, amounts, specific Related
 3589 Party Entity, basis of amount (how amount was determined), and description of the
 3590 allocation methodology used to allocate any common costs. Amounts shall be
 3591 reconciled to the Related Party Entity disclosures made in Contractor's annual
 3592 audited financial statements referred to in this Section.
- 3593 At the Agency's request, Contractor shall provide the Agency with copies of working
 3594 papers or other documentation deemed relevant by the Agency relating to
 3595 information shown in the annual disclosure letter. The annual disclosure letter shall
 3596 be provided to the Agency within sixty (60) Business Days of Contractor's Fiscal
 3597 Year end.
- 3598 **E. Contractor's Review of Billings.** Pursuant to the requirements described in
 3599 Section 7.01.F, Contractor shall submit a report on its review of Billings.

3600 F. **Determination and Payment of Liquidated Damages.** In accordance with the
3601 requirements of Sections 14.07 and 11.07.D, Contractor shall provide with its
3602 annual report, a report that identifies any non-compliance with the performance
3603 standards listed in Attachment J and includes calculation of the Liquidated
3604 Damages due. This report shall be accompanied by supporting documentation
3605 identifying Contractor's compliance or non-compliance with the specified
3606 performance standards. The report submittal shall be accompanied by a check
3607 from Contractor in the amount of the Liquidated Damages due (per Contractor's
3608 calculation and self-reporting) for the reporting period.

3609 G. **Determination and Payment of Performance Incentives and Disincentives.** In
3610 accordance with the requirements of Section 11.07, Contractor shall provide with its
3611 annual report, a report that identifies any non-compliance with the performance
3612 standards listed in Attachment I and includes calculation of the performance
3613 incentive payments and disincentive assessments due. Performance Incentives (in
3614 the form of increased compensation to Contractor) will be awarded by Agency for
3615 excellent performance on aspects of Solid Waste diversion, Collection service
3616 delivery and customer service as specified in Attachment I. Performance
3617 disincentives will be assessed by Agency for substandard performance on aspects
3618 of Solid Waste diversion, Collection service delivery and customer service specified
3619 in Attachment I.

3620 Payment related to performance incentives and disincentives are to be included in
3621 Contractor's annual Rate Application and Contractor's Compensation for the next
3622 Rate Year will be increased or decreased by the net amount of performance
3623 incentive payments and disincentive assessments calculated. performance
3624 incentives and disincentives shall be calculated as specified in Attachment I.

3625 9.08 REQUIRED SPECIFIC REPORTING

3626 Event-specific reports shall be submitted following the occurrence of the event as
3627 described in this Section.

3628 A. **Report of Accumulated Solid Waste; Unauthorized Dumping.** As required by
3629 Section 7.07, Contractor shall report: (i) the addresses of any Premises at which the
3630 driver observes that Solid Waste, Targeted Recyclable Materials, and/or Organic
3631 Materials is accumulating; and (ii) the address, or other location description, at
3632 which Solid Waste, Targeted Recyclable Materials, and/or Organic Materials has
3633 been dumped in an apparently unauthorized manner. The report shall be delivered
3634 to the Agency within one (1) Business Day of such observation.

3635 B. **Hazardous Waste.** As required by Section 8.07, the Contractor shall notify the
3636 Agency of any Hazardous Waste identified in Containers or left at any Premises
3637 within twenty-four (24) hours of identification of such material.

3638 C. **Reporting Adverse Information.** Contractor shall provide Agency two (2) copies
3639 (one (1) to the Agency Manager, one (1) to the Agency Attorney) of all reports,
3640 pleadings, applications, notifications, Notices of Violation, communications or other
3641 material relating specifically to Contractor's performance of services pursuant to this
3642 Agreement, submitted by Contractor to, or received by Contractor from, the United
3643 States or California Environmental Protection Agency, the California Department of
3644 Resources Recycling and Recovery (CalRecycle), the Securities and Exchange
3645 Commission or any other federal, State, County, or local agency, including any

3646 federal or State court. Copies shall be submitted to Agency simultaneously with
3647 Contractor's filing or submission of such matters with said agencies. Contractor's
3648 routine correspondence to said agencies need not be submitted to Agency, but shall
3649 be made available to Agency promptly upon Agency's written request.

3650 **9.09 UPON-REQUEST REPORTING**

3651 A. **Holiday Tree Services.** Within ten (10) Business Days of Agency's request,
3652 Contractor shall report the Tonnage of Holiday Trees Collected at the Drop Box
3653 sites or at drop-off sites (if drop-off sites were established).

3654 B. **Summary Assessment.** Within thirty (30) Days of Agency's request, highlight
3655 significant accomplishments and problems. Identify recommendations and/or plans
3656 to improve services.

3657 C. **Hazardous Waste Records.** A summary or copy of the Hazardous Waste records
3658 required under Section 8.07.D.

3659 D. **GPS Route Reports.** Contractor shall provide GPS reports as reasonably
3660 requested by Agency or SBWMA.

3661 E. **Other.** The Agency reserves the right to request additional reports from the
3662 Contractor, and the Contractor shall deliver such reports within twenty-five (25)
3663 Business Days of such request provided that such information is similar in nature to
3664 the required elements of the monthly, quarterly, or annual reporting requirements
3665 described in Sections 9.05, 9.06, and 9.07. If the information requested by the
3666 Agency is not typically part of the Contractor's reporting requirements described in
3667 Sections 9.05, 9.06, and 9.07, Contractor shall provide such information if the
3668 Contractor is required to maintain the information under the record-keeping
3669 requirements described in Sections 9.01, 9.02, and 9.03.

3670 Contractor acknowledges that the Agency has to submit information to State and
3671 local agencies related to the Act, AB 341, AB 1826, and SB 1383 and may require
3672 additional reporting from the Contractor. If Agency needs additional information to
3673 complete its reports, Contractor shall provide additional information to the extent
3674 Contractor has maintained records on the information requested. The Parties
3675 acknowledge that Contractor shall provide reports to the Agency, and shall not
3676 submit reports to State or local agencies on the behalf of the Agency.

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ARTICLE 10

FRANCHISE FEE AND OTHER FEES

3680 **10.01 GENERAL**

3681 The fees described in this Article shall be treated as Other Pass-Through Costs for the
3682 purposes of determining the Revenue Requirement and shall be recoverable through the
3683 Agency-approved Rates and Charges that Contractor bills Customers. Contractor shall
3684 separately identify any of the fees established under this Article on Customer bills if
3685 directed to do so by Agency.

3686 **10.02 FRANCHISE FEE**

3687 In consideration of the exclusive franchise granted to Contractor by this Agreement, and
3688 to reimburse Agency for costs incurred in administering this Agreement, Contractor shall
3689 pay to Agency a Franchise Fee specified in Attachment M.

3690 **10.03 OTHER FEES**

3691 Agency has adopted other fees, which are intended to recover the costs of services
3692 related to Solid Waste management, Recycling, and cleanliness of public streets and/or
3693 public litter and Recycling containers through inclusion in Rates. The other fees
3694 currently in effect, or which are expected to be in effect as of January 1, 2021 are listed
3695 in Attachment M.

3696 **10.04 TIME AND METHOD OF PAYMENT**

3697 On or before the twentieth (20th) Day of each month, Contractor shall pay to Agency (i)
3698 the amount of the Franchise Fees due on Gross Revenues Billed during the immediate
3699 previous month, and (ii) one-twelfth of any other fee established by Agency unless
3700 Agency directs a different payment schedule for such other fees.

3701 Contractor shall provide, concurrently with the payment of fees, a statement showing the
3702 calculation of each fee, including the Gross Revenues Billed from Customers in each
3703 Service Sector for that month. The statement shall be in a format, and contain the level
3704 of detail, specified by Agency. Payments from Contractor to Agency shall be made by
3705 wire transfer or other method authorized by Agency.

3706 If a fee is not paid on time, Contractor shall pay a late payment charge to the Agency
3707 equal to two percent (2%) of the fees due for that month. In addition, Contractor shall
3708 pay an additional two percent (2%) on any unpaid balance for each thirty (30) Day period
3709 a portion of the fee due remains unpaid. Late payment charges are not included in
3710 Contractor's Compensation and may not be recovered through Rates or Charges.
3711 Changes to Contractor's Compensation to reflect increases or decreases in fees, or the
3712 addition of new fees, are not subject to the Special Compensation Review provisions in
3713 Section 11.05.

3714 **10.05 ADJUSTMENTS TO FEES; ADDITIONAL FEES**

3715 Agency may from time to time adjust the amount of the fees described in this Article and
3716 may establish other fees. Changes in the total amount of fees to be collected by

3717 Contractor and remitted to Agency shall be reflected in an adjustment to Contractor's
3718 Compensation and Rates.
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ARTICLE 11 CONTRACTOR'S COMPENSATION AND RATES

3722 **11.01 OVERVIEW**

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A. Contractor's Compensation includes three components:

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1. Annual Cost of Operations. These include the cost of labor, equipment, materials and supplies, fuel, insurance, bonds, taxes, overhead and all other costs necessary to perform all the services required, in the manner required, by this Agreement, with the exception of costs identified in subsection A.3.

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2. Profit. Contractor's profit is determined by applying the Operating Ratio of ninety and one-half percent (90.5%) to annual costs of operation described in subsection A.1.

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3. Contractor Pass-Through Costs. These consist of costs that Contractor is obligated to pay but on which Contractor does not earn a profit and consist of: (i) interest expense, and (ii) adjustments to compensation to reflect Agency-specific Agreement changes (labeled in Attachment N as "Contract Changes to Specific Agencies").

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B. Attachment N includes baseline financial and operational information that shall be used to calculate Contractor's Compensation for 2021. The projected 2021 Annual Costs of Operation, Profit, and Contractor Pass-Through Costs shown on Attachment N: (i) were prepared by Contractor; (ii) were allocated among Member Agencies based on the allocations used for Contractor's Application for Rate Year 2017; and, (ii) have been adjusted to reflect refinements in the scope of services and decisions by individual Member Agencies as to specific programs, levels of service, or other unique factors affecting only their jurisdiction.

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C. Contractor's Compensation for Rate Year Eleven (2021) shall be determined as provided in Section 11.02.A. Annually thereafter, Contractor's Compensation shall be adjusted as provided in Section 11.02.D.

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D. After the conclusion of each Rate Year, SBWMA will conduct a revenue reconciliation process as provided in Section 11.03. The purpose of this procedure is to reconcile Net Revenues Billed by Contractor for a Rate Year with the approved Contractor's Compensation for that Rate Year. Adjustments to Contractor's Compensation will be made in a subsequent Rate Year to recover any excess revenue from Contractor or to compensate Contractor for a revenue shortfall.

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E. However, no adjustments to Contractor's Compensation will be made for differences between total costs of operation or Contractor Pass-Through Costs as calculated for the Rate Year and as actually incurred, with the exception of cost differences due to changes in scope of services (Section 15.12) or as authorized by a special compensation review (Section 11.05) or an adjustment under Section 3.03.B. If Contractor's actual annual cost of operations, actual profits and actual Contractor's Pass-Through Costs are more or less than the amounts included in the annual calculation of Contractor's Compensation, Contractor is neither entitled to an

3761 increase in compensation, nor subject to a reduction in compensation, in future
3762 Rate Years.

3763 **11.02 DETERMINATION OF CONTRACTOR'S COMPENSATION**

3764 **A. Contractor's Compensation for Rate Year Eleven (2021).** Contractor's
3765 Compensation for 2021 shall be determined in 2020 by adjusting Contractor's
3766 projected 2021 Contractor's Compensation shown on Attachment N to reflect the
3767 following factors:

- 3768 • Change in Customer account and service levels as provided in Attachment K;
3769 and,
- 3770 • Change in fuel prices as provided in Attachment K.

3771 **B. Different Compensation Methods for Other Member Agency.** If Contractor
3772 enters into a franchise agreement with any other Member Agency which uses a
3773 substantially different methodology for calculating Contractor's Compensation than
3774 that set forth in Article 11 and Attachments K and N of this Agreement, then (i) for
3775 purposes of calculating Contractor's Compensation under this Agreement,
3776 Contractor's costs of providing service to such other Member Agency shall continue
3777 to be calculated using the methodology set forth in Attachments K and N, and, (ii)
3778 Contractor's Compensation for providing service to such other Member Agency
3779 shall be as set forth in the franchise agreement between it and Contractor. Any such
3780 franchise agreement shall (i) implement the performance incentives and
3781 disincentives provided for in this Agreement, and, (ii) require Contractor to pay
3782 sums due to SBWMA for delivery of materials from such Member Agency to
3783 Shoreway Recycling and Disposal Center.

3784 **C. Reserved**

3785 **D. Contractor's Compensation for Subsequent Rate Years.** Contractor's
3786 Compensation shall be adjusted annually, commencing with the determination of
3787 Contractor's Compensation for Rate Year Twelve (2022) and continuing through the
3788 remaining Term including any extension periods to reflect inflation (or deflation),
3789 changes in service levels, and the difference between Contractor's Compensation
3790 approved for the prior Rate Year (e.g., 2021) and Net Revenues Billed (e.g., 2021)
3791 and similarly for subsequent Rate Years.

3792 **E. No Changes for Actuals.** During the Term, no changes to Contractor's
3793 Compensation will be made to reflect actual costs, actual profit, or actual Contractor
3794 Pass-Through Costs, except for adjustments related to vehicle acquisition costs, as
3795 provided in Attachment K.

3796 **F. Change in Contractor's Compensation for Rate Years Eight, Nine, and Ten**
3797 **(2018, 2019, 2020).** The Contractor's Compensation for Rate Years Eight, Nine,
3798 and Ten (2018, 2019, 2020) shall be determined in accordance with the procedures
3799 specified in Attachment K of the 2009 Franchise Agreement with the following
3800 exceptions:

3801 1. In Rate Years Eight, Nine, and Ten (2018, 2019, 2020), an adjustment shall be
3802 made to allocated indirect costs to account for a reduction in the staffing of
3803 Contractor's Waste Zero Specialists (from 8 full-time positions to 6 full-time
3804 positions). The adjustment shall be made by adding a new line item to the
3805 Contractor's Compensation adjustment calculations (after the General and
3806 Administrative line item), which shall be titled "Adjustment for Waste Zero
3807 Specialists" and include a negative amount of \$200,000 for Rate Year Eight
3808 (2018). The annual reduction amount shall be adjusted annually for Rate Year
3809 Nine (2019) and Ten (2020) using the same adjustment method used to adjust
3810 the General and Administrative costs.

3811 2. In Rate Year Ten (2020), the vehicle depreciation shall be \$4,092,539.

3812 **11.03 ANNUAL REVENUE RECONCILIATION PROCESS**

3813 After completion of each Rate Year, a revenue reconciliation process will be
3814 implemented as provided in this Section and further described in Attachment K, Section
3815 10.

3816 The purpose of this process is to determine, for each Member Agency, the difference
3817 between the actual Net Revenue Billed by Contractor for such Member Agency for the
3818 preceding Rate Year and the calculated Contractor's Compensation approved for such
3819 Member Agency for that Rate Year.

3820 The Contractor shall submit a report to Agency and SBWMA on or before March 31 of
3821 each Rate Year, commencing March 31, 2021.

3822 The report shall include the following information (items) for the preceding Rate Year:

3823 A. **Gross Revenue Billed.** Gross Revenue Billed is the total amount billed by
3824 Contractor or Agency to Customers for all services attributable to the Rate Year in
3825 question as further defined in Attachment A. The report shall identify the amount of
3826 Gross Revenue Billed attributable to each Member Agency. (In the case of Member
3827 Agencies that bill Customers directly for some or all of the services provided by
3828 Contractor, Gross Revenue Billed shall include all amounts paid to Contractor by
3829 those Member Agencies.)

3830 B. **Payments to SBWMA.** Payments to SBWMA are the amounts charged by SBWMA
3831 for delivery of materials to the Designated Transfer and Disposal Facility. They do
3832 not include payments to SBWMA pursuant to Section 6.02 for excess
3833 Contamination. The report shall identify the amount of these payments attributable
3834 to each Member Agency, using the methodology described in Attachment K,
3835 Section 8.

3836 C. **Payments to Agencies for Franchise Fees and Other Fees Described in Article**
3837 **10.** The report shall identify the amount of these payments attributable to the Rate
3838 Year in question made to each Member Agency.

3839 D. **Revenues Attributable to Additional Service.** In addition to regularly scheduled
3840 Collection service, Contractor may provide additional services to Customers or

3841 Agency on regular basis or "on-call" basis. A list of these additional services and
3842 Charges is included as Attachment Q. Contractor shall bill Customer for these
3843 services, or Agency when services are provided to Agency, at Agency-approved
3844 Charges specified in Attachment Q. The report shall identify the amount of billings
3845 for each Member Agency for additional services listed on Attachment.

3846 Because the amount of such additional services may vary from year to year and is
3847 unpredictable, the costs and revenues associated with them are not included in
3848 SBWMA's prospective calculation of Contractor's Compensation or in the revenue
3849 reconciliation process described in Attachment K, with the exception that the
3850 revenue reconciliation process shall include Gross Billed Revenue received from
3851 SFD Customers that subscribe to Backyard Collection Services up to the first twenty
3852 percent (20%) of SFD Customers that subscribe to such service. If more than
3853 twenty percent (20%) of the SFD Customers subscribe to Backyard Collection
3854 Services, Contractor shall retain revenues received from SFD Customers in excess
3855 of the first twenty percent (20%) of SFD Customers that subscribe to Backyard
3856 Collection Services. For example, if 10,000 SFD Customer subscribe to Collection
3857 services, the Gross Billed Revenue from up to 2,000 SFD Customers subscribing to
3858 Backyard Collection Services shall be included in the revenue reconciliation
3859 process. To continue this example, revenues from any additional SFD Customers
3860 (above the first 2,000 Customers) subscribing to Backyard Collection Services shall
3861 not be included revenue reconciliation and shall be retained by the Contractor. The
3862 report provided by Contractor shall include the Backyard Collection Service
3863 revenues and calculation of the portion of such revenues to be included in the
3864 revenue reconciliation.

3865 E. **Net Revenue Billed.** Net Revenue Billed equals the result obtained by subtracting
3866 the sum of items B, C, and D above from item A above [i.e., Net Revenue Billed = A
3867 – (B+C+D)]. In this calculation, item D shall equal the Gross Revenue Billed from
3868 Attachment Q Charges less revenue to be included in the revenue reconciliation
3869 process for the Backyard Collection Service charge as described in item D above.

3870 F. **Liquidated Damages; Performance Incentives and Disincentives.** Liquidated
3871 Damages assessed by Member Agencies pursuant to Section 14.07 are not
3872 included in the revenue reconciliation process. Similarly, performance incentive
3873 payments and performance disincentive assessments provided for in Section 11.07
3874 are not included in the revenue reconciliation process.

3875 G. **Comparison to Contractor's Compensation.** The report shall identify the
3876 approved Contractor's Compensation for each Member Agency and shall compare it
3877 to Net Revenue Billed for such Member Agency to determine the revenue shortfall
3878 or revenue surplus.

3879 H. **SBWMA Review.** The SBWMA will review the report and underlying financial data
3880 for accuracy, will confer with Member Agencies to confirm data as to each Agency,
3881 and will meet with Contractor to resolve any errors or inconsistencies.

3882 The SBWMA will incorporate its conclusions as to revenue shortfalls or revenue
3883 surpluses experienced by Contractor as to each Member Agency into its calculation

3884 of Contractor's Compensation for the following Rate Year distributed to all Member
3885 Agencies in the fall of each year.

- 3886 I. **Final Rate Year.** The revenue reconciliation process will be conducted for the last
3887 Rate Year of the Agreement.

3888 **11.04 APPLICATION PROCESS FOR CONTRACTOR'S COMPENSATION**

- 3889 A. **Application Date and Content.** Contractor shall prepare and submit to Agency and
3890 SBWMA by June 15 of each year, beginning on June 15, 2020 for Rate Year Eleven
3891 (2021) Contractor's Compensation, an Application for determination of Contractor's
3892 Compensation for the next Rate Year. This Application shall cover all Member
3893 Agencies and shall present the calculation of Contractor's Compensation for each
3894 Member Agency using the methodology prescribed in Attachment K and illustrated
3895 in Attachment N. Contractor shall provide any additional information requested by
3896 the Agency or by SBWMA during its review of the Application.

- 3897 B. **Review of Application.** The Application shall be reviewed by SBWMA for
3898 accuracy and consistency with the procedures for determining Contractor's
3899 Compensation specified in this Agreement as described in Attachment K. SBWMA
3900 shall share with Contractor any factual or calculation errors identified in the
3901 Application and Contractor shall have the opportunity to revise its Application.

- 3902 C. **SBWMA Report on Application.** As provided in Attachment K, SBWMA staff shall
3903 distribute, on or before September 1 of each year, a report in draft form which (i)
3904 identifies the amount of Contractor's Compensation and Pass-Through Costs
3905 calculated for each Agency for the following Rate Year, and (ii) provides an overall
3906 percentage increase or decrease in Agency's Rates which SBWMA calculates will
3907 generate Customer revenues sufficient to cover Contractor's Compensation and
3908 Pass-Through Costs.

3909 SBWMA will take into account comments received from Agency and other Member
3910 Agencies within ten (10) Days after distribution of the report in draft form. A final
3911 report will be presented to and considered by the SBWMA Board of Directors and
3912 approved for distribution to all Member Agencies on or before October 1 of each
3913 year. The determination of Contractor's Compensation and the estimation of Pass-
3914 Through Costs for each Member Agency contained in the final Report shall be
3915 binding on Contractor and Agency.

3916 **11.05 SPECIAL COMPENSATION REVIEW**

- 3917 A. **Eligible Items.** The Contractor may apply to the Agency for consideration of a
3918 special review of Contractor's Compensation, and the Agency may initiate such a
3919 review, if one or more of the following events occur and cause an increase in or
3920 decrease to Contractor's Compensation by two percent (2%) or more for the then-
3921 current Rate Year. If one or more of the following events occur and cause an
3922 increase in or decrease to Contractor's Compensation by less than two percent
3923 (2%) for the then-current Rate Year, such cost impact shall be considered at the
3924 time the annual Contractor's Compensation adjustment process is performed in

- 3925 accordance with Section 11.02, and Contractor may be compensated retroactively
3926 for such cost subject to Agency approval.
- 3927 1. Provision of emergency services pursuant to Section 7.08.
- 3928 2. Flood, earthquake, or other similar catastrophic event affecting the Agency
3929 which is beyond the control of and not the fault of the Contractor.
- 3930 3. Change in Law occurring after January 1, 2011.
- 3931 4. Changes in the Rates charged for Backyard Collection Service and/or Curbside
3932 Collection Service that alter the price differential between the two, causing
3933 Customers to migrate from one to the other, with the result of increasing or
3934 decreasing Contractor's annual cost of operation by two percent (2%) or more.
- 3935 A special compensation review must be requested by Contractor, or initiated by
3936 Agency, within twelve (12) months after one of the above-described events has
3937 occurred unless otherwise agreed to by the Agency.
- 3938 **B. Ineligible Items.** A special review of Contractor's Compensation may not be
3939 initiated for any of the following reasons:
- 3940 1. Increases or decreases in Contractor's cost of operations in excess of the
3941 adjustments provided through the annual adjustment mechanism described in
3942 Attachment K.
- 3943 2. Growth or decline in the number of Customers or their service levels, with the
3944 exception of adjustments described in Attachment K.
- 3945 3. Changes in the mix of Container sizes or frequency of Collection, with the
3946 exception of adjustments described in Attachment K.
- 3947 **C. Review of Costs.** Agency shall have the right to review any and all financial and
3948 operating records of Contractor. Agency will take into account the net overall impact
3949 of the event on Contractor's Compensation, including reductions in cost resulting
3950 from curtailments in service levels or other factors.
- 3951 **D. Submittal of Request.** Contractor must submit its request for a special review in a
3952 form and manner specified by the Agency, together with required cost and
3953 operational data. Agency will review the request and determine the amount owed, if
3954 any, to Contractor and the time period to be covered by special compensation
3955 circumstances.
- 3956 **E. Burden of Justification.** In a special compensation review under this Section,
3957 Contractor shall bear the burden of justifying to the Agency by substantial evidence
3958 its entitlement to continuation of current, as well as any increases in, Contractor's
3959 Compensation. If the Agency determines that the Contractor has not met its
3960 burden, it shall notify Contractor that it is prepared to deny Contractor's request for
3961 an increase in compensation, or to proceed with a reduction in compensation.
3962 Within ten (10) Days after such notice, Contractor may request a hearing before the
3963 Agency's governing body to produce additional evidence. Upon such request, the
3964 Agency shall provide a hearing before the Agency governing body.

- 3965 F. **Hearing.** Based on evidence presented to it, including, that submitted by
 3966 Contractor, the Agency governing body may grant some, all, or none of the
 3967 requested increase in, or may reduce, Contractor's Compensation. In the event
 3968 Agency denies Contractor's requested increase in whole or in part, Contractor shall
 3969 have the right to present its claim to a court of competent jurisdiction.
- 3970 G. **Cost of Review.** Contractor shall bear all reasonable costs incurred by Agency
 3971 (including assistance provided to it by SBWMA) of a special review which it has
 3972 requested up to a maximum of sixty thousand dollars (\$60,000). Costs of a review
 3973 requested by Contractor may not be included in Contractor's Compensation,
 3974 charged to Agency or Customers, nor included in the calculation used as rationale
 3975 to initiate a special compensation review.

3976 **11.06 COMPENSATION ADJUSTMENTS FOR CHANGES IN SCOPE OF SERVICES OR**
 3977 **SERVICE LEVELS**

3978 In the event the Agency directs a change in accordance with Section 15.12, an equitable
 3979 adjustment in Contractor's Compensation will be made, effective with the
 3980 commencement of the change, to reflect increases or decreases, if any, in Contractor's
 3981 Compensation. The adjustment in compensation will also reflect the corresponding
 3982 change in profit. The change in Contractor's Compensation will therefore consist of the
 3983 sum of (i) the incremental change to costs, and (ii) profit adjustment at the allowed
 3984 operating ratio of ninety and one-half percent (90.5%).

3985 Within forty-five (45) Days of a request by Agency to initiate a change in service,
 3986 Contractor shall present a proposal to Agency containing a complete description of the
 3987 following, if and to the extent applicable:

- 3988 1. Collection methodology to be employed.
- 3989 2. Equipment to be utilized (number of vehicles, types, capacity, age, etc.).
- 3990 3. Labor requirements (number of employees by classification).
- 3991 4. Type of Containers to be used.
- 3992 5. Description of program publicity/education/marketing materials to be developed.
- 3993 6. Estimated Tonnage to be diverted and the methodology for determining that
 3994 diverted Tonnage.
- 3995 7. Anticipated impacts of the change, if any, on performance incentive and disincentive
 3996 measures included in Attachment I.
- 3997 8. Description of end uses of Collected material.
- 3998 9. Three (3) year projection of the financial impact of the program's operations in a
 3999 balance sheet and operating statement format including documentation of the key
 4000 assumptions underlying the projections and the support for those assumptions,
 4001 giving full effect to the savings or costs to existing services and the Rate impact to
 4002 affected Customers.
- 4003 10. Monitoring tools and quantitative measures including: cost per Ton; annual
 4004 diversion; and pre-implementation as well as expected post-implementation route
 4005 information including cost per route and accounts or lifts per route per Day.

4006 **11.07 RATE-SETTING PROCESS**

4007 A. **General.** The Agency shall be solely responsible for establishing and adjusting
4008 Rates as described in this Article.

4009 B. **Annual Review Process.** The Rates shall be reviewed annually by Agency,
4010 commencing with Rate Year Eleven (2021) and continuing through the remaining
4011 Term including any extension periods. The Agency shall adjust Rates as necessary
4012 to generate annual Gross Revenues Billed equal to Contractor's Compensation
4013 approved for the Rate Year and other approved Pass-Through Costs (such as
4014 Disposal and processing costs and Agency fees).

4015 If Agency elects to set Rates that are below those recommended in the SBWMA
4016 report, (or delays acting to revise Rates such that the recommended Rates do not
4017 go into effect until after January 1), and the Revenue Reconciliation process
4018 conducted by SBWMA for that Rate Year demonstrates that Net Revenues Billed
4019 were less than the approved Contractor's Compensation contained in the SBWMA
4020 report, interest shall accrue on the difference. Interest shall apply (i) to fifty percent
4021 (50%) of the difference during the Rate Year in which the shortfall in revenue
4022 occurred, and (ii) one-hundred percent (100%) of the difference during the
4023 immediately following Rate Year. The interest rate applied to both years shall be
4024 the prime rate in effect when SBWMA issued the report for that Rate Year plus one
4025 percent (1%). Interest payment arrangements shall be governed by the July 8, 2015
4026 Memorandum of Understanding between Contractor and SBWMA, which is
4027 provided in Attachment S.

4028 C. **Rate Structure.** The Agency shall have the sole and exclusive right to change the
4029 relationship of individual Rates in comparison with other Rates and to allocate total
4030 Contractor's Compensation among Service Sectors and Lines of Business. If a
4031 change in the Rates charged for Backyard Collection service or Curbside Collection
4032 service causes a Customer migration from one to the other which in turn increases
4033 or decreases Contractor's annual cost of operation, either Party may initiate a
4034 special compensation review subject to conditions specified in Section 11.05.

4035 If at any time Contractor believes that a Rate not included in the Agency-approved
4036 Rate schedule would be necessary or useful, Contractor shall notify the Agency and
4037 recommend establishment of such Rate. For example, if a Customer requests
4038 Collection of a fifteen (15) cubic yard Compactor five (5) times per week and the
4039 Agency-approved Rate schedule does not include this level of service, the
4040 Contractor shall recommend that the Agency establish a Rate for this level of
4041 service.

4042 D. **Liquidated Damages.** Contractor shall pay Agency the amounts, if any, due for
4043 Liquidated Damages under Section 14.07 and Attachment J with submittal of its
4044 annual report to Agency pursuant to Section 9.07.

4045 E. **Performance Incentives and Disincentives.** Contractor shall submit an annual
4046 report on the Performance Incentives and Disincentives detailed in Attachment I
4047 with submittal of its quarterly and annual reports to Agency and SBWMA pursuant
4048 to Section 9.06 and Section 9.07. Contractor shall pay Agency or Agency shall pay
4049 Contractor the net amount, if any, due for Performance Incentives and Disincentives
4050 calculated pursuant to Section 11.07, Attachment I, and Attachment N.

4051 Payment related to Performance Incentives and Disincentives are to be included in
4052 Contractor's Application and Contractor's Compensation for the next Rate Year will
4053 be increased or decreased by the net amount of Performance Incentive payments
4054 and Disincentive assessments calculated.

4055 **11.08 NOTICE OF RATE ADJUSTMENTS**

4056 If requested by Agency, Contractor shall provide Agency with a complete and current list
4057 of its Customer addresses within ten (10) Days of the request. In addition, if requested
4058 by Agency, Contractor shall arrange for notices (prepared by Agency) to be mailed.

4059 **11.09 POTENTIAL RATE CONSTRAINTS**

4060 A. The parties recognize that, as of the date this Agreement is entered into, there is no
4061 authoritative judicial determination of whether Articles 13.C and 13.D of the
4062 California Constitution apply to rates and charges imposed by private enterprises for
4063 Solid Waste handling and Recycling services when those charges are regulated by
4064 a local government.

4065 Until such authoritative judicial guidance is available, the Agency intends to provide
4066 notice of proposed Rates or Charges increases, and an opportunity for public
4067 hearing and protest as required by Article 13.D of the California Constitution.

4068 B. The Agency will not be in default of this Agreement if (i) a majority protest prevents
4069 a proposed Rate increase from being adopted, (ii) a court rules that Rates adopted
4070 by the Agency are not consistent with Article 13.D, or (iii) an initiative reduces Rates
4071 from those in effect. After any such event, the Parties shall promptly meet and
4072 confer in good faith to consider modifications to service levels commensurate with
4073 the Rates that Contractor may legally charge.

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ARTICLE 12 AGENCY RIGHT TO USE EQUIPMENT AND FACILITIES

4079 **12.01 PURPOSE**

4080 The Parties recognize (i) that frequent and continuous collection of Solid Waste,
4081 Targeted Recyclable Materials, and Organic Materials is an essential public service and
4082 an important element of public health in developed communities such as Agency, and (ii)
4083 that even a temporary interruption in the Collection and transport services entrusted to
4084 Contractor may threaten the public health and safety, as well as causing serious
4085 financial harm to business operations in the Agency.

4086 The purpose of this Article is to provide the Agency the ability to respond to such threats
4087 to the public health, safety, and welfare by making use of Contractor's Facilities and
4088 equipment. This Article applies to any interruption of services, regardless of whether or
4089 not Contractor's failure to perform is excused under Section 14.09.

4090 **12.02 CONDITIONS AUTHORIZING AGENCY'S RIGHT TO USE OF FACILITIES AND**
4091 **EQUIPMENT**

4092 If Contractor, for any reason, fails, refuses or is unable to Collect Solid Waste, Targeted
4093 Recyclable Materials, and Organic Materials at the times and in the manner required by
4094 this Agreement, and transport them to the Designated Transfer and Processing Facility,
4095 for more than two (2) Business Days, Agency may invoke this Article. Agency shall
4096 provide Contractor written notice that it intends to consider invoking this Article at a
4097 public meeting of its governing body, to be held two (2) or more Business Days from the
4098 date of the notice.

4099 At the meeting, the governing body may invoke its rights under this Article if it
4100 determines that there has been an interruption in Collection service and that such
4101 interruption may continue, thereby threatening the public health, safety and welfare. If
4102 the governing body makes that determination, it may also determine to exercise the
4103 Agency's right to (i) perform Collection and transport services with its own personnel
4104 and/or those of other Member Agencies which have invoked this right under their
4105 Franchise Agreements with Contractor or authorize a third party to do so, and (ii) take
4106 possession of any of Contractor's property, including vehicles and other equipment used
4107 or useful in providing such services or in the Billing and collection of Rates billed for such
4108 services (collectively "Properties").

4109 **12.03 NOTICE TO CONTRACTOR**

4110 Agency shall deliver written notice to Contractor of its determination to exercise its right
4111 to provide Collection services and to make use of Contractor's Properties to do so.
4112 Upon receipt of the notice, Contractor shall immediately take all steps necessary to
4113 make available to Agency any of its vehicles and equipment that are requested by
4114 Agency. Contractor shall also cooperate in any other way requested by Agency to assist
4115 Agency in providing Collection services on a temporary basis.

4116 **12.04 RIGHTS AND RESPONSIBILITIES OF PARTIES**

4117 Agency will be responsible for the proper use and operation of Contractor's Properties,
4118 including maintenance and repair of vehicles and equipment. Agency will defend,
4119 indemnify and hold Contractor harmless from claims by third parties that are due solely
4120 to Agency's negligence in operating Contractor's vehicles or equipment, and not due in
4121 whole or in part to defects in the design or manufacture of the vehicles or equipment or
4122 to Contractor's failure to maintain them in good and safe operating condition.

4123 If the interruption in service is excused under Section 14.09, Agency will pay Contractor
4124 one hundred dollars (\$100) per Business Day per vehicle, which will constitute full
4125 compensation for use of all Properties. If the interruption in service constitutes a breach
4126 of contract or default, no payment is required.

4127 Revenue received from Customers that is attributable to the period of time during which
4128 Agency provides temporary Collection service shall accrue to Agency rather than
4129 Contractor.

4130 Agency may delegate the use and operation of any or all of Contractor's Properties to a
4131 third party.

4132 If the interruption of Collection service is caused by a breach of contract or default by
4133 Contractor, Liquidated Damages and performance disincentives will continue to accrue
4134 until Contractor resumes the provision of Collection services in full compliance with the
4135 Agreement.

4136 **12.05 DURATION OF AGENCY'S RIGHT TO POSSESSION AND USE OF**
4137 **VEHICLES/EQUIPMENT**

4138 Agency may retain possession of Contractor's Properties and provide Collection
4139 services until the Contractor demonstrates to Agency's satisfaction that it is ready,
4140 willing, and able to resume providing such services, or one hundred eighty (180) Days
4141 from the notice given under Section 12.03, whichever occurs first.

4142 Agency has no obligation to exercise its rights under this Article or, having done so, to
4143 continue to provide Collection services. It may at any time, in its sole discretion,
4144 relinquish possession of Contractor's Properties to Contractor.

4145 Contractor's Properties shall be returned to Contractor in a condition substantially the
4146 same as that which existed at the time the Agency took possession of them, ordinary
4147 wear and tear excepted.

4148 **12.06 GENERAL**

4149 The Agency's exercise of its rights under this Article, (i) does not constitute taking or
4150 damaging of property for which compensation (other than as provided in this Article)
4151 must be paid, and (ii) does not exempt Contractor from its indemnity obligations under
4152 Article 13, which are meant to extend to circumstances arising under this Article,
4153 provided that Contractor is not required to indemnify Agency against claims arising from
4154 the sole negligence of Agency's employees or agents in the operation and use of
4155 Contractor's Properties during the time the Agency has sole possession of them.

4156 The Agency's exercise of its rights under this Article does not limit its ability to seek any
4157 of the remedies available to it under Article 14.

4158 The Agency's rights under this Article do not preclude its permanent acquisition of
4159 Contractor's vehicles and equipment used in providing service to Agency through the
4160 exercise of eminent domain.
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ARTICLE 13

INDEMNITY, INSURANCE, BOND, GUARANTY

4164 **13.01 INDEMNIFICATION**

4165 Contractor shall indemnify, defend, and hold harmless Agency, its officers, employees
4166 and agents (collectively, the "Indemnitees"), from and against (i) any and all liability,
4167 penalty, claim, demand, action, proceeding, or suit, of any and every kind and
4168 description, whether judicial, quasi-judicial, or administrative in nature, (ii) any and all
4169 loss including, but not limited to, injury to and death of any person and damage to
4170 property, and (iii) contribution or indemnity demanded by third parties (collectively, the
4171 "Claims"), arising out of or occasioned in any way by, directly or indirectly, Contractor's
4172 performance of, or its failure to perform, its obligations under this Agreement. The
4173 foregoing indemnity shall not apply to the extent that a Claim is caused solely by the
4174 active negligence or intentional misconduct of the Indemnitees, but shall apply if the
4175 Claim is caused by the joint negligence of Contractor and other Persons, including an
4176 Indemnatee. Upon the occurrence of any Claim, Contractor shall defend (with attorneys
4177 reasonably acceptable to Agency) the Indemnitees. Contractor's duty to defend and
4178 indemnify shall survive the expiration or earlier termination of this Agreement.

4179 **13.02 INSURANCE**

4180 A. **Types and Amounts of Coverage.** Contractor shall procure from an insurance
4181 company or companies admitted or authorized to do business in the State of
4182 California, and shall maintain in force at all times during the Term, the following
4183 types and amounts of insurance:

4184 1. **Workers' Compensation and Employer's Liability.** Contractor shall maintain
4185 workers' compensation insurance covering its employees in statutory amounts
4186 and otherwise in compliance with the laws of the State of California. Contractor
4187 shall maintain employer's liability insurance in an amount not less than one
4188 million dollars (\$1,000,000) per accident or disease. Contractor shall not be
4189 obligated to carry workers compensation insurance if (i) it qualifies under
4190 California law and continuously complies with all statutory obligations to self-
4191 insure against such risks; (ii) furnishes a certificate of Permission to Self Insure
4192 issued by the Department of Industrial Relations; and (iii) furnishes updated
4193 certificates of Permission to Self Insure periodically to evidence continuous self
4194 insurance.

4195 2. **Comprehensive General Liability.** Contractor shall maintain comprehensive
4196 general liability insurance with a combined single limit of not less than ten million
4197 dollars (\$10,000,000) per occurrence covering all claims and all legal liability for
4198 personal injury, bodily injury, death, and property damage, including the loss of
4199 use thereof, arising out of, or occasioned in any way by, directly or indirectly,
4200 Contractor's performance of, or its failure to perform, services under this
4201 Agreement.

4202 The insurance required by this subsection shall include:

4203 (i) Premises Operations (including use of owned and non-owned
4204 equipment);

- 4205 (ii) Personal Injury Liability with employment exclusion deleted;
- 4206 (iii) Broad Form Blanket Contractual with no exclusions for bodily injury,
- 4207 personal injury or property damage (including coverage for the
- 4208 indemnity obligations contained herein);
- 4209 (iv) Owned, Non-Owned, and Hired Motor Vehicles;
- 4210 (v) Broad Form Property Damage.

4211 The comprehensive general liability insurance shall be written on an "occurrence"
 4212 basis (rather than a "claims made" basis) in a form at least as broad as the most
 4213 current version of the Insurance Service Office commercial general liability
 4214 occurrence policy form (CG0001). If occurrence coverage is not obtainable,
 4215 Contractor must arrange for "tail coverage" on a claims made policy to protect
 4216 Agency from claims filed within four (4) years after the expiration or earlier
 4217 termination of this Agreement relating to incidents that occurred prior to such
 4218 expiration or termination.

- 4219 3. Automobile Liability. Contractor shall maintain automobile liability insurance
- 4220 covering all vehicles used in performing service under this Agreement with a
- 4221 combined single limit of not less than ten million dollars (\$10,000,000) per
- 4222 occurrence for bodily injury and property damage.
- 4223 4. Pollution (Environmental Impairment) Liability. Contractor shall maintain pollution
- 4224 liability insurance coverage of not less than ten million dollars (\$10,000,000) per
- 4225 occurrence covering claims for on-site, under-site, or off-site bodily injury and
- 4226 property damage as a result of pollution conditions arising out of its operations
- 4227 under this Agreement.

4228 B. Acceptability of Insureds. The insurance policies required by this section shall be
 4229 issued by an insurance company or companies admitted to do business in the State
 4230 of California, subject to the jurisdiction of the California Insurance Commissioner,
 4231 and with a rating in the most recent edition of Best's Insurance Reports of size
 4232 category XV or larger and a rating classification of A+ or better.

4233 C. Required Endorsements. Without limiting the generality of Sections 13.02.A and
 4234 13.02.B, the policies shall contain endorsements in substantially the following form:

- 4235 1. Workers' Compensation and Employers' Liability Policy.
- 4236 (a) "Thirty (30) Days prior written notice shall be given to the _____
- 4237 City of San Carlos} in the event of cancellation or non-renewal of this
- 4238 policy." Such notice shall be sent to:

4239
 4240 City of San Carlos
 4241 600 Elm St. San Carlos, CA 94070

4242 Attention: Director of Public Works

- 4243 (b) "Insurer waives all right of subrogation against the City of San Carlos and its
- 4244 officers and employees for injuries or illnesses arising from work performed
- 4245 for the City of San Carlos."

- 4246 2. Comprehensive General Liability Policy; Automobile Liability Policy; Pollution
- 4247 Liability Policy; and Hazardous Materials Policy.

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

City of San Carlos
600 Elm St.
San Carlos, CA 94070
Attention: Director of Public Works

(b) "The City of San Carlos, its officers, employees, and agents are additional insureds on this policy."

(c) "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the City of San Carlos, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."

(d) "Inclusion of the City of San Carlos as an insured shall not affect the City of San Carlos's rights as respects any claim, demand, suit or judgment brought or recovered against the Contractor. This policy shall protect Contractor and the City of San Carlos 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."

D. **Deductibles and Self-Insured Retentions.** The liability policies described in Sections 13.02.A(2) and 13.02.A(3) may contain a deductible or self-insured retention not to exceed \$500,000 per occurrence. This amount may not be increased without Agency's prior written consent.

Contractor remains responsible for the payment of all losses and investigation, claim administration and defense expenses, including those of the Agency.

E. **Delivery of Proof of Coverage.** No later than ninety (90) Days before the commencement of operations, Contractor shall furnish Agency one or more certificates of insurance on a standard ACORD form substantiating that each of the coverages required hereunder is in force, in form and substance satisfactory to Agency. 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 Agency requests, copies of each policy, together with all endorsements, shall also be promptly delivered to Agency. Contractor shall furnish renewal certificates to Agency to demonstrate maintenance of the required coverages throughout the Term.

F. **Other Insurance Requirements**

1. In the event performance of any services 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

- 4292 required by Section 13.02.A(2) and the automobile liability policy required by
4293 Section 13.02.A(3) shall cover all Subcontractors or the Subcontractor must
4294 furnish evidence of insurance provided by it meeting all of the requirements of
4295 this Section 13.02.
- 4296 2. Contractor shall comply with all requirements of the insurers issuing policies.
4297 The carrying of insurance shall not relieve Contractor from any obligation under
4298 this Agreement, including those imposed by Section 13.01. If any claim is
4299 made by any third Person against Contractor or any Subcontractor on account
4300 of any occurrence related to this Agreement, other than claims by employees
4301 for work-related incidents, Contractor shall promptly report the facts in writing to
4302 the insurance carrier and to the Agency.
- 4303 3. If Contractor fails to procure and maintain any insurance required by this
4304 Agreement, Agency may take out and maintain such insurance as it may deem
4305 proper and may require Contractor to reimburse it for the cost incurred within
4306 thirty (30) Days and/or deduct the cost from any monies due Contractor.
4307 Agency may also treat the failure as a Contractor default.
- 4308 4. Agency is not responsible for payment of premiums for or deductibles under
4309 any required insurance coverages.
- 4310 5. Any excess or umbrella policies shall be written on a "following form" basis.

4311 **13.03 FAITHFUL PERFORMANCE BOND**

4312 Pursuant to the 2009 Franchise Agreement, Contractor shall have a faithful performance
4313 bond in effect until December 31, 2020. On or before the Commencement Date,
4314 Contractor shall file with Agency a bond securing the Contractor's faithful performance of
4315 its obligations under this Agreement. The principal sum of the bond shall be no less
4316 than ten percent (10%) of the amount of the Rate Year Ten (2020) annual Revenue
4317 Requirement for Agency shown on Attachment N. The form of the bond shall be as set
4318 out in Attachment F. The bond shall be executed as surety by a corporation admitted to
4319 issue surety bonds in the State of California, regulated by the California Insurance
4320 Commissioner, and with a financial condition and record of service satisfactory to
4321 Agency.

4322 The term of the bond shall be twenty-four (24) months. The bond shall be extended, or
4323 replaced by a new bond in the same principal sum (adjusted by the Annual Index
4324 Change in the CPI-U, which are defined in Attachment K), for the same term (i.e.,
4325 twenty-four (24) months) and in the same form, bi-annually thereafter. Not less than
4326 ninety (90) Days before the expiration of the initial, or any subsequent, bond, Contractor
4327 shall furnish either a replacement bond or a continuation certificate substantially in the
4328 form attached as Attachment F, executed by the surety.

4329 It is the intention of this Section that there be in full force and effect at all times a bond
4330 securing the Contractor's faithful performance of the Agreement, throughout its Term.

4331 For the purposes of this Section, the Consumer Price Index shall be "CPI-U" means the
4332 All Urban Consumers Index (CPI-U) compiled and published by the U.S. Department of
4333 Labor, Bureau of Labor Statistics or its successor agency, using the following
4334 parameters.

4335 CPI-U Parameters:

4336 Area – San Francisco-Oakland-San Jose Metropolitan Area
4337 Item – All Items
4338 Base Period – Current 1982-84=100
4339 Not seasonally adjusted
4340 Periodicity – Bi-monthly
4341 Series ID – cuura422sa0

4342 **13.04 ALTERNATIVE SECURITY**

4343 Agency may, in its sole discretion, allow Contractor to provide alternative security in the
4344 amount set forth in Section 13.03, in the form of (a) a prepaid irrevocable standby letter
4345 of credit in form and substance satisfactory to Agency, approved by the Agency's
4346 Attorney and issued by a financial institution acceptable to Agency, or (b) a certificate of
4347 deposit in the name of the Agency and in a form and with a term satisfactory to Agency,
4348 accompanied by an agreement giving Agency the right to draw on the funds deposited
4349 satisfactory to Agency and with a financial institution acceptable to Agency. Interest on
4350 the certificate of deposit will be payable to Contractor.

4351 **13.05 HAZARDOUS WASTE INDEMNIFICATION**

4352 Contractor shall indemnify, defend, and hold harmless the Indemnitees against all
4353 claims, of any kind whatsoever paid, incurred, or suffered by, or asserted against
4354 Indemnitees arising from or attributable to any repair, cleanup or detoxification, or
4355 preparation and implementation of any removal, remedial, response, closure, or other
4356 plan (regardless of whether undertaken due to governmental action) concerning any
4357 Hazardous Wastes released, spilled, or disposed of by Contractor pursuant to this
4358 Agreement. The foregoing indemnity is intended to operate as an agreement pursuant
4359 to Section 107(e) of the Comprehensive Environmental Response, Compensation and
4360 Liability Act, ("CERCLA"), 42 U.S.C. Section 9607(e), and California Health and Safety
4361 Code Section 25364, to defend, protect, hold harmless, and indemnify Indemnitees from
4362 liability and shall survive the expiration or earlier termination of this Agreement.
4363 Notwithstanding the foregoing, Contractor is not required to indemnify the Indemnitees
4364 against claims arising from Contractor's delivery of Solid Waste, Recyclable Materials,
4365 and Organic Materials to the Designated Transfer and Processing Facility, or their
4366 subsequent delivery to other processing locations or the ultimate Disposal Site, unless
4367 such claims are due to Contractor's negligence or willful misconduct.

4368 **13.06 INDEMNIFICATION RELATED TO VARIOUS STATE REQUIREMENTS**

4369 Contractor agrees to indemnify and hold harmless the Indemnitees against all fines
4370 and/or penalties imposed by the California Department of Resources Recycling and
4371 Recovery (CalRecycle) or the Local Enforcement Agency (LEA) based on Contractor's
4372 failure to comply with laws, regulations, or permits issued or enforced by CalRecycle or
4373 the LEA or caused or contributed to by the Contractor's failure to perform obligations
4374 under this Agreement. This indemnity obligation is subject to the limitations and
4375 conditions in Public Resource Code Section 40059.1 but is enforceable to the maximum
4376 extent allowable by that Section. This indemnity shall survive the termination or earlier
4377 expiration of this Agreement. The indemnity shall pertain to the Act, AB 341, AB 901, AB
4378 1826, AB 1594, SB 1016, SB 1383, and other laws, regulations, or permits issued or
4379 enforced by the CalRecycle or the LEA.

4380 **13.07 GUARANTY**

4381 Concurrently with execution of the 2009 Franchise Agreement, Contractor furnished a
4382 Guaranty of its performance thereunder, in the form of Attachment G, properly executed
4383 by Recology Inc., a California corporation. Said Guaranty by its terms applies to any
4384 amendment to the 2009 Franchise Agreement, including this Agreement. Recology Inc.
4385 then owned and as of the date hereof continues to own all of the issued and outstanding
4386 common stock of Contractor.

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ARTICLE 14 DEFAULT AND REMEDIES

4390 **14.01 EVENTS OF DEFAULT**

4391 Each of the following shall constitute an event of default ("Contractor default"):

- 4392 A. Contractor fails to perform its obligations under Article 5, 6, or 7 of this Agreement
4393 and its failure to perform is not cured within ten (10) Business Days after written
4394 notice from Agency.
- 4395 B. Contractor fails to perform its obligations under any other Article of this Agreement
4396 and its failure to perform is not cured within ten (10) Days after written notice from
4397 Agency, provided that if the nature of the failure is such that it will reasonably
4398 require more than ten (10) Days to cure, Contractor shall not be in default so long
4399 as it promptly commences the cure and diligently proceeds to completion of the
4400 cure, and provided further that neither notice nor opportunity to cure applies to
4401 events described in subsections C through H.
- 4402 C. Contractor ceases to provide Collection and transportation services for a period of
4403 two (2) Business Days for any reason within the Contractor's control, including labor
4404 unrest such as strike, work stoppage or slowdown, sickout, picketing, or other
4405 concerted job action by Contractor's employees.
- 4406 D. Contractor files a voluntary petition for relief under any bankruptcy, insolvency, or
4407 similar law.
- 4408 E. An involuntary petition is brought against Contractor under any bankruptcy,
4409 insolvency, or similar law which remains un-dismissed or un-stayed for ninety (90)
4410 Days.
- 4411 F. Contractor fails to furnish a replacement bond or a continuation certificate of the
4412 existing bond not less than ten (10) Days before expiration of the performance
4413 bond, as required by Section 13.03 or fails to maintain all required insurance
4414 coverage in force.
- 4415 G. Contractor fails to provide reasonable assurance of performance when required
4416 under Section 14.10.
- 4417 H. A representation or warranty contained in Article 2 proves to be false or misleading
4418 in a material respect as of the date such representation or warranty was made.

4419 **14.02 RIGHT TO SUSPEND OR TERMINATE UPON DEFAULT**

- 4420 A. Upon any Contractor default, Agency may terminate this Agreement or suspend it, in
4421 whole or in part. Such suspension or termination shall be effective thirty (30) Days
4422 after Agency has given notice of suspension or termination to Contractor, except that
4423 such notice may be effective in a shorter period of time, or immediately, if the
4424 Contractor default is one which endangers the health, welfare, or safety of the public,
4425 such as the failure to Collect Solid Waste, Recyclable Materials, or Organic Materials
4426 for the period of time specified in Section 14.01.C. Notice may be given orally in
4427 person or by telephone to the representative of Contractor designated in or under

4428 Section 15.10 (or, if he/she is unavailable, to a responsible employee of Contractor)
4429 and shall be effective immediately. Written confirmation of such oral notice of
4430 suspension or termination shall be sent by personal delivery, facsimile, or other
4431 expedited means of delivery to Contractor within twenty-four (24) hours of the oral
4432 notification at the address shown in Section 15.09. Contractor shall continue to
4433 perform the portions of the Agreement, if any, not suspended, in full conformity with
4434 its terms.

4435 B. Agency may also suspend or terminate this Agreement, upon the same notice
4436 provisions, if Contractor's ability to perform is prevented or materially interfered with
4437 by a cause which excuses nonperformance under Section 14.09, despite the fact
4438 that nonperformance in such a case is neither a breach nor a Contractor default.

4439 **14.03 SPECIFIC PERFORMANCE**

4440 By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-
4441 quality service, the lead time required to effect alternative service, and the rights granted
4442 by Agency to Contractor, the remedy of damages for a breach hereof by Contractor is
4443 inadequate and Agency shall be entitled to injunctive relief.

4444 **14.04 RIGHT TO PERFORM; USE OF CONTRACTOR PROPERTY**

4445 If this Agreement is suspended and/or terminated due to a Contractor default, Agency
4446 shall have the right to perform, by contract, in conjunction with other Member Agencies,
4447 or otherwise, the work herein or such part thereof as it may deem necessary. In the
4448 event of Contractor's default, Agency shall have the right to use any of Contractor's
4449 equipment, Facilities, and other property reasonably necessary for the provision of
4450 services hereunder and for the Billing and collection of Rates and Charges billed for
4451 those services, upon the terms provided in Article 12. Agency shall have the right to
4452 continue use of such property until other suitable arrangements can be made for the
4453 provision of such services, which may include the award of a contract to another service
4454 provider.

4455 **14.05 DAMAGES**

4456 Contractor shall be liable to Agency for all direct, indirect, special, and consequential
4457 damages arising out of Contractor's default. This Section is intended to be declarative of
4458 existing California law.

4459 **14.06 AGENCY'S REMEDIES CUMULATIVE**

4460 Agency's rights to suspend or terminate the Agreement under Section 14.02, to obtain
4461 specific performance under Section 14.03, and to perform under Section 14.04 are not
4462 exclusive, and Agency's exercise of one such right shall not constitute an election of
4463 remedies. Instead, they shall be in addition to any and all other legal and equitable
4464 rights and remedies that Agency may have, including a legal action for damages under
4465 Section 14.05 or imposition of Liquidated Damages under Section 14.07.

4466 **14.07 LIQUIDATED DAMAGES**

4467 The Parties acknowledge that consistent, courteous, and efficient Collection of Solid
4468 Waste, Targeted Recyclable Materials, and Organic Materials is of utmost importance
4469 and Agency has considered and relied on Contractor's representations as to its quality of

4470 service commitment in entering into this Agreement. The Parties further recognize that
4471 quantified standards of performance are necessary and appropriate to ensure consistent
4472 and reliable service. The Parties further recognize that if Contractor fails to achieve the
4473 performance standards, Agency and its residents will suffer damages and that it is and
4474 will be impracticable and extremely difficult to ascertain and determine the exact amount
4475 of damages that Agency will suffer. Therefore, the Parties agree that the Liquidated
4476 Damage amounts listed in Attachment J and the Performance Disincentive amounts
4477 listed in Attachment I represent a reasonable estimate of the amount of such damages
4478 considering all of the circumstances existing on the date of this Agreement, including the
4479 relationship of the sums to the range of harm to Agency that reasonably could be
4480 anticipated and recognition that proof of actual damages would be costly or
4481 inconvenient. By initialing the places provided, each Party specifically confirms the
4482 accuracy of the statements made above and the fact that each Party had ample
4483 opportunity to consult with legal counsel and obtain an explanation of this liquidated
4484 damage provision at the time that this Agreement was made.

4485 Contractor Initial Here: _____ Agency Initial Here: _____

4486 Contractor agrees to pay (as liquidated damages and not as a penalty) the amount set
4487 forth in Attachments J and I.

4488 In addition to considering the reports submitted by Contractor pursuant to Article 9,
4489 Agency may determine the occurrence of events giving rise to Liquidated Damages or
4490 Performance Disincentives through the observation of its own employees or agents,
4491 through discussions with Customers, and through investigation of Customer Complaints
4492 made directly to Agency. Prior to assessing Liquidated Damages or Performance
4493 Disincentives based on such observations or investigations, Agency shall give
4494 Contractor notice of its intention to do so. The notice will include a brief description of
4495 the incident(s)/non-performance. Contractor may review (and make copies at its own
4496 expense) all non-confidential information in the possession of Agency relating to
4497 incident(s)/non-performance. Contractor may, within ten (10) Days after receiving the
4498 notice, request a meeting with Agency's Manager or his or her designee. Contractor
4499 may present evidence in writing and through testimony of its employees and others
4500 relevant to the incident(s)/non-performance. Agency's Manager or his or her designee
4501 will provide Contractor with a written explanation of his or her determination on each
4502 incident(s)/non-performance prior to authorizing the assessment of Liquidated Damages
4503 or Performance Disincentives. The decision of Agency's Manager or his or her designee
4504 shall be final.

4505 Agency's right to recover Liquidated Damages for Contractor's failure to meet the
4506 service performance standards shall not preclude Agency from obtaining equitable relief
4507 for persistent failures to meet such standards nor from terminating the Agreement for
4508 such persistent failures.

4509 **14.08 AGENCY DEFAULT**

4510 Agency shall be in default under this Agreement ("Agency default") in the event Agency
4511 commits a material breach of the Agreement and fails to cure such breach within thirty
4512 (30) Days after receiving notice from the Contractor specifying the breach, provided that
4513 if the nature of the breach is such that it will reasonably require more than thirty (30)
4514 Days to cure, Agency shall not be in default so long as Agency promptly commences the
4515 cure and diligently proceeds to completion of the cure.

4516 In the event of an asserted Agency default, Contractor shall continue to perform all of its
4517 obligations hereunder until a court of competent jurisdiction has issued a final judgment
4518 declaring that Agency is in default.

4519 **14.09 EXCUSE FROM PERFORMANCE**

4520 A. **Force Majeure.** Neither Party shall be in default of its obligations under this
4521 Agreement in the event, and for so long as, it is impossible or extremely
4522 impracticable for it to perform its obligations due to an "act of God" (including, but
4523 not limited to, flood, earthquake, or other catastrophic events), war, insurrection,
4524 riot, labor unrest of other than the Party's employees (including strike, work
4525 stoppage, slowdown, sick out, picketing, or other concerted job action), or other
4526 similar cause not the fault of, and beyond the reasonable control of, the Party
4527 claiming excuse. A Party claiming excuse under this Section must (i) have taken
4528 reasonable precautions, if possible, to avoid being affected by the cause, and (ii)
4529 notify the other Party in writing as provided in Subsection C.

4530 B. **Obligation to Restore Ability to Perform.** Any suspension of performance by a
4531 Party pursuant to this Section shall be only to the extent, and for a period of no
4532 longer duration than, required by the nature of the event, and the Party claiming
4533 excuse shall use its best efforts to remedy its inability to perform as quickly as
4534 possible and to mitigate damages that may occur as result of the event.

4535 C. **Notice.** The Party claiming excuse shall deliver to the other Party a written notice
4536 of intent to claim excuse from performance under this Agreement by reason of an
4537 event of Force Majeure. Notice required by this Section shall be given promptly in
4538 light of the circumstances, but in any event not later than five (5) Days after the
4539 occurrence of the event of Force Majeure. Such notice shall describe in detail the
4540 event of Force Majeure claimed, the services impacted by the claimed event of
4541 Force Majeure, the expected length of time that the Party expects to be prevented
4542 from performing, the steps which the Party intends to take to restore its ability to
4543 perform, and such other information as the other Party reasonably requests.

4544 D. **Agency's Rights in the Event of Force Majeure.** The partial or complete
4545 interruption or discontinuance of Contractor's services caused by an event of Force
4546 Majeure shall not constitute a Contractor default. Notwithstanding the foregoing: (i)
4547 Agency shall have the right to make use of Contractor's Facilities and equipment in
4548 accordance with Article 12 in the event of non-performance excused by Force
4549 Majeure; (ii) if Contractor's failure to perform by reason of Force Majeure continues
4550 for a period of thirty (30) Days or more, Agency shall have the right to immediately
4551 terminate this Agreement; (iii) if Contractor is unable to Collect and transport Solid
4552 Waste as required by this Agreement for a period of two (2) or more consecutive
4553 Business Days or for any three (3) Business Days in a seven (7) Day period as a
4554 result of Force Majeure, Agency shall have the right to make use of Contractor's
4555 Facilities and equipment in accordance with Article 12, and (iv) if Contractor's
4556 inability to Collect and transport Solid Waste continues for two (2) Days or more
4557 from the date by which Contractor gave or should have given notice under
4558 Subsection C, Agency may terminate this Agreement.

4559 **14.10 ASSURANCE OF PERFORMANCE**

4560 If Contractor (i) persistently suffers the imposition of Liquidated Damages under Section
4561 14.07; (ii) is the subject of any labor unrest including work stoppage or slowdown,
4562 sickout, picketing, or other concerted job action; (iii) appears in the reasonable judgment
4563 of Agency to be unable to regularly pay its bills as they become due; (iv) is the subject of
4564 a civil or criminal proceeding brought by a federal, State, regional, or local agency for
4565 violation of an Environmental Law in the performance of this Agreement, or (v) performs
4566 in a manner that causes Agency to be uncertain about Contractor's ability and intention
4567 to comply with this Agreement, Agency may, at its option and in addition to all other
4568 remedies it may have, demand from Contractor reasonable assurances of timely and
4569 proper performance of this Agreement, in such form and substance as Agency may
4570 require.

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ARTICLE 15 OTHER AGREEMENTS OF THE PARTIES

4574 **15.01 RELATIONSHIP OF PARTIES**

4575 The Parties intend that Contractor shall perform the services required by this Agreement
4576 as an independent contractor engaged by Agency and not as an officer or employee of
4577 Agency nor as a partner of or joint venturer with Agency. No employee or agent of
4578 Contractor shall be deemed to be an employee or agent of Agency. Except as expressly
4579 provided herein, Contractor shall have the exclusive control over the manner and means
4580 of conducting the services performed under this Agreement, and over all Persons
4581 performing such services. Contractor shall be solely responsible for the acts and
4582 omissions of its officers, employees, Subcontractors, and agents. Neither Contractor nor
4583 its officers, employees, Subcontractors, and agents shall obtain any rights to retirement
4584 benefits, workers' compensation benefits, or any other benefits which accrue to Agency
4585 employees by virtue of their employment with Agency.

4586 **15.02 COMPLIANCE WITH LAW**

4587 In providing the services required under this Agreement, Contractor shall at all times
4588 comply with all Applicable Laws of the United States, the State and Agency, with all
4589 applicable ordinances, regulations promulgated by federal, state, regional, or local
4590 administrative and regulatory agencies, and by Agency, now in force and as they may be
4591 enacted, issued, or amended during the Term, and with all permits affecting the services
4592 to be provided.

4593 **15.03 ASSIGNMENT**

4594 Contractor acknowledges that this Agreement involves rendering a vital service to
4595 Agency's residents and businesses, and that Agency has selected Contractor to perform
4596 the services specified herein based on (i) Contractor's experience, skill, and reputation
4597 for conducting its operations in a safe, effective, and responsible fashion, and (ii)
4598 Contractor's and the Guarantor's financial resources to maintain the required equipment
4599 and to support its indemnity obligations to Agency under this Agreement. Agency has
4600 relied on each of these factors, among others, in choosing Contractor to perform the
4601 services to be rendered by Contractor under this Agreement.

4602 A. **Agency Consent Required.** Contractor shall not assign its rights or delegate or
4603 otherwise transfer its obligations under this Agreement to any other Person without
4604 the prior written consent of Agency. Any such assignment made without the
4605 consent of Agency shall be void and the attempted assignment shall constitute a
4606 Contractor default.

4607 B. **Assignment Defined.** For the purpose of this Section, "assignment" shall include,
4608 but not be limited to, (i) a sale, exchange, or other transfer to a third party of
4609 substantially all of Contractor's assets dedicated to service under this Agreement;
4610 (ii) a sale, exchange, or other transfer of outstanding common stock of Contractor to
4611 a Person who is not a shareholder as of the Effective Date which results in a
4612 change in control of Contractor; (iii) any dissolution, reorganization, consolidation,
4613 merger, re-capitalization, stock issuance or reissuance, voting trust, pooling

4614 agreement, escrow arrangement, liquidation, or other transaction which results in a
4615 change of ownership or control of Contractor; (iv) any assignment by operation of
4616 law, including insolvency or bankruptcy, an assignment for the benefit of creditors, a
4617 writ of attachment for an execution being levied against this Agreement,
4618 appointment of a receiver taking possession of Contractor's property, or transfer
4619 occurring in the event of a probate proceeding; and (v) any combination of the
4620 foregoing (whether or not in related or contemporaneous transactions) which has
4621 the effect of any such transfer or change of ownership, or change of control of
4622 Contractor.

4623 C. **Consent Requirements.** If Contractor requests Agency's consideration of and
4624 consent to an assignment, Agency may deny or approve such request in its
4625 complete discretion. No request by Contractor for consent to an assignment need
4626 be considered by Agency unless and until Contractor has met the following
4627 requirements:

- 4628 1. Contractor shall pay Agency its reasonable expenses for attorneys' fees and
4629 investigation costs necessary to investigate the suitability of any proposed
4630 assignee, and to review and finalize any documentation required as a condition
4631 for approving any such assignment;
- 4632 2. Contractor shall furnish Agency with audited financial statements of the proposed
4633 assignee's operations for the immediately preceding three (3) operating years;
- 4634 3. Contractor shall furnish Agency with satisfactory proof: (i) that the proposed
4635 assignee has at least ten (10) years of Solid Waste/Recycling management
4636 experience on a scale equal to or exceeding the scale of operations conducted
4637 by Contractor under this Agreement; (ii) that in the last five (5) years, the
4638 proposed assignee has not been the subject of any administrative or judicial
4639 proceedings initiated by a federal, State, or local agency having jurisdiction over
4640 its operations due to an alleged failure to comply with federal, State, or local laws
4641 or that the proposed assignee has provided Agency with a complete list of such
4642 proceedings and their status; (iii) that the proposed assignee conducts its
4643 operations in a safe and environmentally conscientious manner, in accordance
4644 with sound Solid Waste management practices in full compliance with all federal,
4645 State, and local laws regulating the Collection and Disposal of Solid Waste and
4646 all Environmental Laws; and (iv) of any other information required by Agency to
4647 ensure the proposed assignee can fulfill the terms of this Agreement in a timely,
4648 safe, and effective manner.

4649 D. **No Obligation to Consider.** Agency will not be obligated to consider a proposed
4650 assignment if Contractor is in default.

4651 15.04 AFFILIATED ENTITY

4652 Contractor will not form or use any Affiliate to perform any of the services or activities
4653 which Contractor is required or allowed to perform under this Agreement, other than as a
4654 Subcontractor approved by Agency under Section 15.04.

4655 If Contractor enters into any financial transactions with an Affiliate for the provision of
4656 labor, equipment, supplies, services, or capital related to the furnishing of service under
4657 this Agreement, that relationship shall be disclosed to Agency, and in the financial
4658 reports submitted to Agency. In such event, Agency's rights to inspect records and

4659 obtain financial data shall extend to records and data of such Affiliate that are relevant to
4660 those specific financial transactions.

4661 **15.05 CONTRACTOR'S INVESTIGATION**

4662 Contractor has made an independent investigation, satisfactory to it, of the conditions
4663 and circumstances surrounding the Agreement and the work to be performed by it.
4664 Contractor has had the opportunity to inspect the Designated Transfer and Processing
4665 Facility and to review the permits governing its operation, as well as the Source
4666 Reduction and Recycling Element adopted by Agency as required by the Act.
4667 Contractor has taken such matters into consideration in agreeing to provide the services
4668 required by, for the compensation to be provided under, this Agreement.

4669 **15.06 RESERVED**

4670 **15.07 CONDEMNATION**

4671 Agency reserves the rights to acquire the Contractor's property utilized in the
4672 performance of this Agreement through the exercise of eminent domain.

4673 **15.08 NOTICE**

4674 All notices, demands, requests, proposals, approvals, consents, and other
4675 communications which this Agreement requires, authorizes or contemplates shall,
4676 except as provided in Article 14, be in writing and shall either be personally delivered to
4677 a representative of the Parties at the address below or be deposited in the United States
4678 mail, first class postage prepaid, addressed as follows:

4679 If to Agency:

4680 City of San Carlos
4681 600 Elm St.
4682 San Carlos, CA, 94070
4683 Director of Public Works
4684

4685 If to Contractor:

4686 General Manager
4687 Recology San Mateo County
4688 225 Shoreway Rd.
4689 San Carlos, CA 94070
4690

4691 The address to which communications may be delivered may be changed from time to
4692 time by a notice given in accordance with this Section.

4693 Contact information for Contractor's General Manager is as follows:

4694 General Manager
4695 Recology San Mateo County
4696 225 Shoreway Rd.
4697 San Carlos, CA 94070

4698 Contact information for Contractor's Environmental Technician is as follows:

4699 Environmental Technician

4700 Recology San Mateo County
4701 225 Shoreway Rd.
4702 San Carlos, CA 94070

4703 Contractor shall promptly provide Agency the name and contact information for the
4704 above employees if there is a change during the Term.

4705 **15.09 REPRESENTATIVES OF THE PARTIES**

4706 A. **Representatives of Agency.** References in this Agreement to "Agency" shall
4707 mean the City and all actions to be taken by Agency shall be taken by the City
4708 Council except as provided below. The City Council may delegate authority to the
4709 City Manager, and/or to other Agency officials and may permit such officials, in turn,
4710 to delegate in writing some or all of such authority to subordinate officers.
4711 Contractor may rely upon actions taken by such delegates if they are within the
4712 scope of the authority properly delegated to them.

4713 B. **Representative of Contractor.** Contractor shall, by the Commencement Date,
4714 designate in writing a responsible officer who shall serve as the representative of
4715 Contractor in all matters related to the Agreement and shall inform Agency in writing
4716 of such designation and of any limitations upon his or her authority to bind
4717 Contractor. Agency may rely upon action taken by such designated representative
4718 as actions of Contractor unless they are outside the scope of the authority
4719 delegated to him/her by Contractor as communicated to Agency.

4720 **15.10 DUTY OF CONTRACTOR NOT TO DISCRIMINATE**

4721 In the performance of this Agreement Contractor shall not discriminate, nor permit any
4722 subcontractor to discriminate, against any employee, applicant for employment, or
4723 Customer on account of race, color, national origin, ancestry, religion, sex, age, physical
4724 disability, medical condition, sexual orientation, marital status, or other characteristic, in
4725 violation of any Applicable Law

4726 **15.11 RESERVED**

4727 **15.12 RIGHT OF AGENCY TO MAKE CHANGES IN SERVICES AND SERVICE LEVELS**

4728 A. Agency may, without amending this Agreement, direct Contractor to cease
4729 performing one or more types of service described in Articles 5 or 6, or may direct
4730 Contractor to modify the scope of one or more such services, may direct
4731 Contractor to perform additional Solid Waste, Targeted Recyclable Materials,
4732 Organic Materials, Used Motor Oil, Used Motor Oil Filters, Household Batteries
4733 and Cell Phones or Plant Materials handling services, or may otherwise direct
4734 Contractor to modify its performance under any other Section of this Agreement.
4735 In addition, SBWMA may, without amendment of this Agreement, direct a change
4736 in the number of Waste Zero Specialists as provided in Section 7.04.A, or a
4737 change in Other Services as provided in Section 7.13. Contractor shall promptly
4738 and cooperatively comply with such direction.

4739 B. If such changes cause an increase or decrease in the cost of performing the
4740 services, an equitable adjustment in the Contractor's Compensation shall be made
4741 pursuant to Section 11.06. Contractor will continue to perform the new or changed

4742 service while the appropriate adjustment in Contractor's Compensation is being
4743 determined.

4744 C. The Agency shall have the right to terminate a program if, in its discretion, the
4745 Contractor is not cost-effectively achieving the program's goals and objectives.
4746 Thereafter, the Agency may utilize a third party to perform these services if the
4747 Agency reasonably believes the third party can improve on Contractor's
4748 performance and cost effectiveness. Notwithstanding these changes, Contractor
4749 shall continue the program during the meet and confer period and, thereafter, until
4750 the third party takes over the program. This subsection C applies to programs
4751 initiated at Agency's direction after the Commencement Date that are beyond the
4752 basic scope of services described in Section 4.01.A.

4753 **15.13 TRANSITION TO NEXT SERVICE PROVIDER**

4754 At the expiration of the Term or the earlier termination of the Agreement, or upon
4755 Agency's approval of a proposed assignment, Contractor shall cooperate fully with
4756 Agency to ensure an orderly transition to any and all new service providers. Contractor
4757 shall provide, within ten (10) Days of a written request by Agency, then-current route
4758 lists, which identify each Customer on the route, its service level (number of Containers,
4759 Container sizes, frequency of Collection, scheduled Collection day), any special
4760 Collection notes, and detailed then-current Customer account and Billing information.
4761 Contractor may, but is not required to, sell Collection vehicles and Containers to the next
4762 service provider.

4763 Contractor shall upon Agency request, at least one-hundred-eighty (180) Days prior to
4764 the transition of services, attend meetings with the next service provider and with
4765 Agency and SBWMA staff and consultants to plan the recovery of Contractor's
4766 Containers and placement of the new Containers. Contractor shall perform in
4767 accordance with such plan and direct route supervisors to provide "ride-alongs" so that
4768 the new service provider's employees may ride with drivers in Collection vehicles during
4769 Collection operations. Contractor shall direct its drivers and other employees to provide
4770 accurate information to the new provider about routing and Customers.

4771 **15.14 REPORTS AS PUBLIC RECORDS**

4772 The reports, records, and other information submitted or required to be submitted by
4773 Contractor to Agency (and documents copied pursuant to Section 9.02) are public
4774 records within the meaning of that term in the California Public Records Act,
4775 Government Code Section 6250 *et seq.* Unless a particular record is exempted from
4776 disclosure by the California Public Records Act, it must be disclosed to the public by
4777 Agency upon request.

4778 Contractor will not object to Agency making available to the public any information
4779 submitted by the Contractor, or required to be submitted in connection with the
4780 Contractor's Compensation, including but not limited to records described in Article 11.

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ARTICLE 16
MISCELLANEOUS PROVISIONS

4784 **16.01 GOVERNING LAW**

4785 This Agreement shall be governed by, and construed and enforced in accordance with,
4786 the laws of the State of California.

4787 **16.02 JURISDICTION**

4788 Any lawsuits between the Parties arising out of this Agreement shall be brought and
4789 concluded in the courts of the State of California, which shall have exclusive jurisdiction
4790 over such lawsuits. With respect to venue, the Parties agree that this Agreement is
4791 made in and will be performed in San Mateo County.

4792 **16.03 BINDING ON SUCCESSORS**

4793 The provisions of this Agreement shall inure to the benefit of and be binding on the
4794 successors and permitted assigns of the Parties.

4795 **16.04 PARTIES IN INTEREST**

4796 Nothing in this Agreement is intended to confer any rights on any Persons other than the
4797 Parties to it and their permitted successors and assigns.

4798 **16.05 WAIVER**

4799 The waiver by either Party of any breach or violation of any provisions of this Agreement
4800 shall not be deemed to be a waiver of any breach or violation of any other provision nor
4801 of any subsequent breach or violation of the same or any other provision.

4802 **16.06 ATTACHMENTS**

4803 Each of the attachments, identified as Attachments "A" through "S," is attached hereto
4804 and incorporated herein and made a part hereof by this reference.

4805 **16.07 ENTIRE AGREEMENT**

4806 This Agreement, including the attachments, represents the full and entire agreement
4807 between the Parties with respect to the matters covered herein and supersedes all prior
4808 negotiations and agreements, either written or oral.

4809 **16.08 SECTION HEADINGS**

4810 The article headings and section headings in this Agreement are for convenience of
4811 reference only and are not intended to be used in the construction of this Agreement nor
4812 to alter or affect any of its provisions.

4813 **16.09 INTERPRETATION**

4814 This Agreement shall be interpreted and construed reasonably and neither for nor
4815 against either Party, regardless of the degree to which either Party participated in its
4816 drafting.

4817 **16.10 AMENDMENT**

4818 This Agreement may not be modified or amended in any respect except by a writing
4819 signed by the Parties.

4820 **16.11 SEVERABILITY**

4821 If a court of competent jurisdiction holds any non-material provision of this Agreement to
4822 be invalid and unenforceable, the invalidity or unenforceability of such provision shall not
4823 affect any of the remaining provisions of this Agreement which shall be enforced as if
4824 such invalid or unenforceable provision had not been contained herein.

4825 **16.12 COSTS AND ATTORNEYS' FEES**

4826 The prevailing Party in any action brought to enforce the terms of this Agreement or
4827 arising out of this Agreement may recover its reasonable costs expended in connection
4828 with such an action from the other Party.

4829 **16.13 NO DAMAGES FOR INVALIDATION OF AGREEMENT**

4830 If a final judgment of a court of competent jurisdiction determines that this Agreement is
4831 illegal or was unlawfully entered into by Agency, neither Party shall have any claim
4832 against the other for damages of any kind (including but not limited to loss of profits) on
4833 any theory.

4834 **16.14 REFERENCES TO LAWS**

4835 All references in this Agreement to laws and regulations shall be understood to include
4836 such laws and regulations as they may be subsequently amended or recodified, unless
4837 otherwise specifically provided. In addition, references to specific governmental
4838 agencies shall be understood to include agencies that succeed to or assume the
4839 functions they are currently performing.

4840 **16.15 INDEMNITY AGAINST CHALLENGES TO AGREEMENT**

4841 Contractor shall indemnify, defend, and hold harmless SBWMA, Agency, and its and
4842 their officers, employees, and agents (collectively, the "Indemnitees") from and against
4843 any and all liability, claim, demand, action, proceeding, or suit of any and every kind and
4844 description brought by a third party challenging the process by which proposals were
4845 solicited and evaluated, or this Agreement was negotiated or awarded to the extent that
4846 such liability, claim, demand, action, proceeding, or suit was caused by Contractor's
4847 failure to comply with Applicable Law or the instructions of any indemnitee with respect
4848 to such process.

4849 **16.16 DISPUTE RESOLUTION**

4850 Should any dispute between the Parties arise out of this Agreement and should the
4851 Parties be unable to resolve the issue, the Parties shall, at the written request of either

4852 Party, meet in mediation and attempt to reach a resolution with the assistance of a
4853 mutually acceptable mediator. Neither Party shall be permitted to file legal action
4854 without first meeting in mediation and making a good faith attempt to reach a mediated
4855 resolution, provided that this limitation shall not apply to a Party if the other Party fails to
4856 comply with this section. The costs of the mediator, if any, shall be paid equally by the
4857 Parties. If a mediated settlement is reached, neither Party shall be deemed the
4858 prevailing Party for purposes of the settlement and each Party shall bear its own legal
4859 costs. The mediation shall be completed within sixty (60) days of the written request of a
4860 Party for mediation unless both Parties agree to extend this timeframe. If litigation is filed
4861 regarding any dispute arising under this Agreement, the action shall be filed in San
4862 Mateo County Superior Court and the court shall award reasonable attorney's fees and
4863 costs to the prevailing Party. To the maximum extent permitted by law, all offers,
4864 promises, conduct and statements, whether oral or written, made in the course of the
4865 mediation by any of the Parties, their agents, employees, experts or attorneys, or by the
4866 mediator or any employees of the mediation service, are confidential, privileged and
4867 inadmissible for any purpose, including impeachment, in any arbitration or other
4868 proceeding involving the Parties, provided that evidence that is otherwise admissible or
4869 discoverable shall not be rendered inadmissible or non-discoverable as a result of its
4870 use in the mediation. All applicable statutes of limitation and defenses based upon the
4871 passage of time shall be tolled until the end of the sixty (60) day period referred to
4872 above. The Parties will take such action, if any, required to effectuate such tolling.

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ATTACHMENT A DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified in this Article.

2009 Franchise Agreement

"2009 Franchise Agreement" means the exclusive franchise agreement between Agency and Recology San Mateo County for Solid Waste, Recyclable Materials, and Organic Materials Collection Services for services provided over a ten-year (10-year) period from January 1, 2011 through December 31, 2020, as amended on May 13, 2013.

AB 341

"AB 341" means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341", as amended, supplemented, superseded, and replaced from time to time. Of particular significance to the Collection services provided under the terms of this Agreement, AB 341 requires businesses and Multi-Family properties to Recycle.

AB 1826

"AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 [Chesbro, AB 1826]), also commonly referred to as "AB 1826", as amended, supplemented, superseded, and replaced from time to time. Of particular significance to the Collection services provided under the terms of this Agreement, AB 1826 specifies Organic Materials Recycling requirements for businesses and Multi-family Properties, phased in through 2020.

Act

"Act" means the California Integrated Waste Management Act of 1989 (AB 939) Public Resources Code, Section 40000 et seq. as currently in force or as hereafter amended.

Affiliate

"Affiliate" means a Person which is related to Contractor by virtue of direct or indirect ownership interest or common management. An Affiliate includes a Person in which Contractor owns a direct or indirect ownership interest, a Person which has a direct or indirect ownership interest in Contractor and/or a Person which is also owned, controlled or managed by any Person or individual which has a direct or indirect ownership interest in Contractor.

Agency

"Agency" means the City of San Carlos.

Agency Manager

"Agency Manager" means Agency's City Manager, as designated by Agency.

Agreement

"Agreement" means this Amended and Restated Franchise Agreement, including the attachments.

38 **Applicable Law**

39 "Applicable Law" means all federal, State, and local laws, regulations, ordinances, rules, orders,
40 judgments, decrees, permits, approvals, or other requirements of any governmental agency
41 having jurisdiction over the Collection, transportation, Processing, and Disposal of Solid Waste,
42 Targeted Recyclable Materials, Organic Materials and other materials Collected pursuant to this
43 Agreement that are in force on January 1, 2011 and as they may be enacted, issued, or
44 amended during the Term.

45 **Application**

46 "Application" means the application prepared and submitted by Contractor for determination of
47 Contractor's Compensation for the following Rate Year.

48 **Authority**

49 "Authority" means the South Bayside Waste Management Authority or "SBWMA."

50 **Average Hold Time**

51 "Average Hold Time" means the sum of all call Hold Times divided by the number of calls
52 answered by the agent or queue of agents over the same time interval.

53 **Average Speed of Answer**

54 "Average Speed of Answer" means the sum of time Customers wait for their calls to be
55 answered after the call is queued (upon completion of the introductory voicemail message(s) or
56 Customer bypassing the message(s)) divided by the total number of calls received over the
57 same time interval.

58 **Backyard Collection Service**

59 "Backyard Collection Service" means the provision of Collection Service to a SFD in the rear or
60 side Premises.

61 **Billings**

62 "Billings" or "Bills" means statements of charges for services rendered by Contractor, to Owners
63 or Occupants of property, including Residential and Commercial Premises, for the Collection of
64 Solid Waste, Targeted Recyclable Materials, Organic Materials, and other materials Collected
65 pursuant to this Agreement.

66 **Bin**

67 "Bin" means a metal Container with capacity of approximately one (1) to six (6) cubic yards, with
68 a hinged lid, with or without wheels, typically serviced by a front-loading Collection vehicle.

69 **Bulky Items**

70 "Bulky Items" means large items including, but not limited to, Major Appliances, furniture, tires
71 (with rims removed), carpets, mattresses, and other oversize materials whose large size
72 precludes or complicates their handling by normal Collection. Bulky Items do not include
73 abandoned automobiles, large auto parts, or trees.

- 74 **Bulky Item Collection**
75 "Bulky Item Collection" means the Collection of Bulky Items pursuant to the requirements of this
76 Agreement.
- 77 **Business Days**
78 "Business Days" means days (i.e., Monday through Friday) during which Contractor's office is
79 open to do business with the public.
- 80 **Cart**
81 "Cart" means a plastic Container with a hinged lid and two wheels that is serviced by an
82 automated or semi-automated Collection vehicle. A Cart has capacity of 20, 30, 60, or 90
83 gallons (or similar volumes specified in Attachment D).
- 84 **Cell Phones**
85 "Cell Phones" means all telephones used for mobile or cellular communications including
86 batteries used to power cell phones.
- 87 **Change in Law**
88 "Change in Law" means any of the following events or conditions which has a material and
89 adverse effect on the performance by the Parties of their respective obligations under this
90 Agreement:
91 a. The enactment, adoption, promulgation, issuance, modification, or written change in
92 administrative or judicial interpretation on or after January 1, 2011 of any Applicable
93 Law; or
94 b. The order or judgment of any governmental body, on or after January 1, 2011, to the
95 extent such order or judgment is not the result of willful or negligent action, error or
96 omission or lack of reasonable diligence of the Agency, or of the Contractor, whichever
97 is asserting the occurrence of a Change in Law; provided, however, that the contesting
98 in good faith or the failure in good faith to contest any such order or judgment shall not
99 constitute such a willful or negligent action, error or omission or lack of reasonable
100 diligence.
- 101 **Charge**
102 "Charge" means the amount payable to Contractor for providing any additional service to
103 Customers and Agencies specified in Attachment Q.
- 104 **Collect/Collection**
105 "Collect" or "Collection" means to take physical possession, transport, and remove Solid Waste,
106 Targeted Recyclable Materials, Organic Materials, or other materials pursuant to this Agreement
107 within and from Agency.
- 108 **Collection Container**
109 "Collection Container" means any Container provided by Contractor to store and Collect Solid
110 Waste, Targeted Recyclable Materials, Organics, or any other material targeted for Collection
111 by Contractor or subcontractor of Contractor.

112 **Commencement Date**

113 "Commencement Date" means the date specified in Section 3.01 when the Contractor is to
114 begin providing services under the terms and conditions of this Agreement.

115 **Commercial**

116 "Commercial" means a business activity including, but not limited to, retail sales, wholesale
117 sales, services, research and development, government, education, non-profit, hospital,
118 manufacturing, institutional and industrial operations, but excluding businesses conducted upon
119 Residential Property which are permitted under applicable zoning regulations and are not the
120 primary use of the property. Commercial Collection includes service provided to Multi-Family
121 Dwelling Customers and Agency Facilities.

122 **Commercial Diversion Level**

123 "Commercial Diversion Level" means the sum of all Commercial Recyclable Materials Collected
124 by Contractor divided by the sum of all Commercial materials Collected by Contractor. For the
125 purposes of this definition, Recyclable Materials Collected shall include the sum of Targeted
126 Recyclable Materials, Other Recyclable Materials, and Organic Materials Collected, without
127 adjusting for Contamination. Materials Collected from Mixed Use Buildings shall be included in
128 the calculation of the Commercial Diversion Level to the extent materials from such Customers
129 are combined during Collection with materials from Commercial Premises.

130 **Commingle**

131 "Commingle" means to mix, mingle, or combine Targeted Recyclable Materials in a Collection
132 Container.

133 **Community Event**

134 "Community Event" means Agency-sponsored or other community events that are one (1) or
135 two (2) days in duration and have up to ten thousand (10,000) attendees per day. Community
136 Events may include "large events" as defined in the Act (Public Resources Code Section
137 42648).

138 **Compactor**

139 "Compactor" means a mechanical apparatus that compresses materials and/or the Container
140 that holds the compressed materials. Compactors include Bin compactors of any size serviced
141 by front-loading Collection vehicles and Drop Box compactors of any size serviced by Drop Box
142 Collection vehicles.

143 **Complaint**

144 "Complaint" means written or orally communicated statements made by members of the public,
145 Customers, Owners, or Occupants of properties served by Contractor, by officers, employees or
146 agents of Agency or SBWMA alleging non-performance of, or deficiencies in Contractor's
147 performance of, its duties under this Agreement, or a violation by Contractor of this Agreement.

148 **Construction and Demolition Debris or C&D**

149 "Construction and Demolition Debris" and "C&D" means materials resulting from construction,
150 renovation, remodeling, repair, or demolition operations on any Residential, Commercial or
151 other structure or pavement.

152 **Container**

153 "Container" means any receptacle used for storage of Solid Waste, Targeted Recyclable
154 Materials, Organic Materials and other materials Collected pursuant to this Agreement including,
155 but not limited to, metal or plastic cans, Carts, Bins, tubs, Kitchen Pails, and Drop Boxes.

156 **Container Relocation Service**

157 "Container Relocation Service" means service rendered by Contractor for any Customer that
158 requires relocation of their Collection Container(s) each service day to a location that is
159 serviceable by the Contractor's regular Collection vehicles, and that requires Contractor to
160 dispatch a secondary vehicle to relocate the Customer's Collection Container(s) to a serviceable
161 location.

162 **Contamination**

163 "Contamination" means (i) all materials other than those defined as Targeted Recyclable
164 Materials that were Collected by Contractor with Single-Stream or Source Separated Targeted
165 Recyclable Materials; (ii) all materials other than those defined as Plant Materials Collected by
166 Contractor with Plant Materials; or (iii) all materials other than those defined as Organic
167 Materials Collected by Contractor with Organic Materials.

168 **Contamination Level**

169 "Contamination Level" means the percentage of Contamination in the Targeted Recyclable
170 Materials, Plant Materials, or Organic Materials Collected by Contractor, which shall be
171 calculated as the Tonnage of Contaminated Material or residual divided by the Tonnage of all
172 the specific material Collected.

173 **Contamination Measurement Procedure**

174 "Contamination Measurement Procedure" means the procedure the SBWMA will use to
175 determine the Contamination Level of loads of Targeted Recyclable Materials, Plant Materials,
176 or Organic Materials Collected by Contractor and delivered to the Designated Transfer and
177 Processing Facility.

178 **Contractor**

179 "Contractor" means Recology San Mateo County.

180 **Contractor's Compensation**

181 "Contractor's Compensation" means the monetary compensation owed to Contractor in return
182 for providing services in accordance with this Agreement as described in Article 11 and
183 Attachment K.

184 **Contractor Pass-Through Costs**

185 "Contractor Pass-Through Costs" means regulatory agency fees, interest expense, Member
186 Agency-specific changes to the Agreement, and Cap Carry Forward amounts, as described
187 under the heading "Contractor Pass-Through Costs" in Table 1 of Attachment K.

188 **County**

189 "County" means the County of San Mateo.

190 **Curbside**

191 "Curbside" means the location for Collection, where Collection Containers or loose materials are
192 placed on the street or alley against the face of the curb, or, where no curb exists, placed not
193 more than five (5) feet from the outside edge of the street or alley.

194 **Customer**

195 "Customer" means the Person to whom Contractor (or Agency if Agency bills directly) submits
196 billing invoices for Collection services provided to a Premises. The Customer may be the
197 Occupant or Owner of the Premises provided that the Owner of the Premises shall be
198 responsible for payment of Collection services if an Occupant of the Premises fails to make
199 such payment.

200 **Day**

201 "Day" means calendar day unless otherwise specified.

202 **Designated Transfer and Processing Facility**

203 "Designated Transfer and Processing Facility" means the Shoreway Recycling and Disposal
204 Center or "SRDC" at 225 and 333 Shoreway Road, San Carlos, California, which is owned by
205 SBWMA.

206 **Designated Waste**

207 "Designated Waste" means non-Hazardous Waste which may pose special Disposal problems
208 because of its potential to contaminate the environment and which may be disposed of only in
209 Class II Disposal Sites or Class III Disposal Sites pursuant to a variance issued by the California
210 Department of Health Services. Designated Waste consists of those substances classified as
211 Designated Waste in California Code of Regulations Title 23, Section 2522.

212 **Discarded Material**

213 "Discarded Material" means Solid Waste, Targeted Recyclable Materials, and Organic Materials
214 placed by a Generator in a Container and/or at a location that is designated for Collection
215 pursuant to the Agency's Municipal Code. Discarded Material shall become the property of
216 Contractor pursuant to California Public Resources Code Section 41950 until delivery to the
217 Designated Transfer and Processing Facility.

218 **Disposal**

219 "Disposal" means the ultimate disposition of Solid Waste Collected at a Disposal Site.

220 **Designated Disposal Site**

221 "Designated Disposal Site" means the facility or facilities utilized for the landfill Disposal of Solid
222 Waste Collected under the terms of this Agreement.

223 **Drop Box**

224 "Drop Box" means an open-top Container with a typical capacity of twenty (20) to forty (40)
225 cubic yards that is serviced by a Drop Box or roll-off Collection vehicle. Drop boxes that contain
226 putrescible solid waste require a lid. Drop Boxes are also referred to as Debris Boxes.

227 **Effective Date**

228 "Effective Date" means the date identified in Section 3.01 when this Agreement becomes
229 binding and enforceable.

230 **Electronic Waste (or E-Scrap)**

231 "Electronic Waste" or "E-Scrap" means "Covered Electronic Wastes" as defined in the Act
232 (Section 42463 of Public Resources Code) in addition to discarded electronic equipment such
233 as, but not limited to, television sets, computer monitors, central processing units (CPUs), laptop
234 computers, and peripherals (e.g., external computer hard drives, computer keyboards, computer
235 mice, and computer printers). E-Scrap does not include those items defined herein as Targeted
236 Recyclable Materials.

237 **Environmental Laws**

238 "Environmental Laws" means all federal and State statutes, County, and Agency ordinances
239 concerning public health, safety and the environment including, by way of example and not
240 limitation, the Act, the Comprehensive Environmental Response, Compensation and Liability
241 Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC
242 §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances
243 Control Act, 15 USC §1601 et seq.; the Occupational Safety and Health Act, 29 USC §651 et
244 seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et
245 seq.; the California Toxic Substances Control Act, California Health and Safety Code §25300 et
246 seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the
247 Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et
248 seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated
249 thereunder.

250 **Facility/Facilities**

251 "Facility/Facilities" means any plant or site, owned or leased and maintained, operated or used
252 by Contractor for purposes of performing Contractor's obligations under this Agreement (e.g.,
253 facilities for parking and maintaining vehicles, administration offices, and customer service
254 offices, etc.). As of the Effective Date, Contractor's Facility(ies) are Shoreway Recycling and
255 Disposal Center at 225 Shoreway Road, San Carlos, California.

256 **Fiscal Year**

257 "Fiscal Year" means the period commencing July 1 through June 30 each year.

258 **Food Scraps**

259 "Food Scraps" means a subset of Organic Materials including: (i) all kitchen and table food
260 waste, and animal, or vegetable fruit, grain, dairy or fish waste that attends or results from the
261 storage, preparation, cooking or handling of foodstuffs, with the exception of animal excrement,
262 (ii) paper waste contaminated with putrescible material, and (iii) biodegradable BPI-certified
263 plastic food service ware (where BPI refers to the Biodegradable Products Institute and more
264 information can be found at <http://www.bpiworld.org/science-of-composting>).

265 **Franchise Fee**

266 "Franchise Fee" means the fee paid by Contractor to Agency pursuant to Section 10.02.

267 **Generator**

268 "Generator" means any Person whose act or process produces Solid Waste, Targeted
269 Recyclable Materials, or Organic Materials, or whose act first causes Solid Waste to become
270 subject to regulation.

271 **Gross Revenue Billed**

272 "Gross Revenue Billed" means the total revenue recognized per generally accepted accounting
273 principles by the Contractor for all services provided to Customers during the Rate Year in
274 question. Revenues may be billed by the Contractor to Customers or may be billed by Agency
275 to Customers.

276 **Guarantor**

277 "Guarantor" means Recology Inc.

278 **Guaranty**

279 "Guaranty" means the agreement to be executed by the Guarantor in the form of Attachment G.

280 **Hazardous Substance**

281 "Hazardous Substance" shall mean any of the following: (a) any substances defined, regulated
282 or listed (directly or by reference) as "Hazardous Substances", "hazardous materials",
283 "Hazardous Wastes", "toxic waste", "pollutant" or "toxic substances" or similarly identified as
284 hazardous to human health or the environment, in or pursuant to (i) the Comprehensive
285 Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et
286 seq.(CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the
287 Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33
288 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281,
289 and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code
290 §13050; (b) any amendments, rules or regulations promulgated there under to such enumerated
291 statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic
292 substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated
293 under any other applicable Federal, State or local Environmental Laws currently existing or
294 hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's
295 ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

296 **Hazardous Waste**

297 "Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous
298 Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02,
299 §25115, and §25117 or in any future amendments to or recodifications of such statutes or
300 identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA),
301 pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all
302 future amendments thereto, and all rules and regulations promulgated there under.

303 **Hold Time**

304 "Hold Time" means the amount of time per answered call that a Customer service agent (or
305 agents) place a call on hold, plus the amount of time a call is left unanswered after Contractor's
306 introductory voicemail message(s) is ended either by completion of the message(s) or by the
307 Customer bypassing the message.

308 **Holidays**

309 "Holidays" for the purposes of Collection service means New Year's Day and Christmas Day.
310 Holidays for the purposes of local office operations means New Year's Day, Martin Luther King
311 Jr. Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving
312 Day, and Christmas Day. When a Holiday falls on a Saturday, it may be observed on the Friday
313 prior to the Holiday. When a Holiday falls on a Sunday may be observed on the Monday
314 following the Holiday.

315 **Holiday Collection Schedule**

316 "Holiday Collection Schedule" means the modified Collection service schedule due to a
317 recognized Holiday for Collection service. If a Collection service Holiday falls on Monday,
318 Tuesday, Wednesday, Thursday, or Friday, the service shall be provided the immediately
319 following Day. When a Holiday falls on a Saturday, it may be observed on the Friday prior to the
320 Holiday. When a Holiday falls on a Sunday, it may be observed on the Monday following the
321 Holiday.

322 **Holiday Trees**

323 "Holiday Trees" means trees targeted for diversion that were purchased and used in celebration
324 of Christmas and other holidays in December and January.

325 **Household Batteries**

326 "Household Batteries" means disposable or rechargeable dry cells (e.g., A, AA, AAA, B, C, D, 9-
327 volt, button-type) commonly used as power sources for household or consumer products
328 including, but not limited to, nickel-cadmium, nickel metal hydride, alkaline, mercury, mercuric
329 oxide, silver oxide, zinc oxide, nickel-zinc, nickel iron, lithium, lithium ion, magnesium,
330 manganese, and carbon-zinc batteries, but excluding automotive lead acid batteries.

331 **Household Hazardous Waste**

332 "Household Hazardous Waste" means Hazardous Waste generated at Residential Premises.
333 Household Hazardous Waste does not include those items defined as Targeted Recyclable
334 Materials.

335 **Including**

336 "Including" means including but not limited to.

337 **Infectious Waste**

338 "Infectious Waste" means biomedical waste generated at hospitals, public or private medical
339 clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries,
340 veterinary facilities, and other similar establishments that are identified in State Health and
341 Safety Code Section 25117.5.

342 **Inquiry**

343 "Inquiry" means a written or orally communicated request for information, request for Collection
344 services, or request for change in service level made by members of the public, Customers,
345 Owners, or Occupants of properties served by Contractor, or by officers, employees or agents
346 of Agency or SBWMA.

347 **Kitchen Pail**

348 "Kitchen Pail" means a receptacle suitable for the storage of Food Scraps that has a capacity of
349 1.5 to 2.5 gallons, a wire or plastic handle, and a lid.

350 **Line of Business**

351 "Line of Business" means the individual types of Collection service provided by Contractor to
352 each Service Sector, including Recyclable Materials Collection service, Organic Materials
353 Collection service, and Solid Waste Collection service.

354 **Liquidated Damages**

355 "Liquidated Damages" means the amounts owed by Contractor to the Agency for failure to meet
356 specific standards of performance as described in Section 14.07.

357 **Long Distance Service**

358 "Long Distance Service" means service rendered at a Premises each service day by Contractor
359 in which route personnel manually push or pull a wheeled Container more than fifty (50) feet
360 from its storage location to a serviceable location and then return the Container to its storage
361 location.

362 **Major Appliances**

363 "Major Appliances" means any device including, but not limited to, washing machines, clothes
364 dryer, hot water heaters, dehumidifiers, conventional ovens, microwave ovens, stoves,
365 refrigerators, freezers, air-conditioners, trash compactors, and residential furnaces discarded by
366 Customers. Major Appliances are commonly referred to as White Goods.

367 **Materials Recovery Facility (MRF)**

368 "Materials Recovery Facility" means a permitted facility where Solid Waste, Targeted
369 Recyclable Materials, Organic Materials, and other materials are processed, sorted or
370 separated for the purposes of recovering reusable or Targeted Recyclable Materials. For the
371 purposes of this Agreement, Agency has designated the Shoreway Recycling and Disposal
372 Center, located at 225 and 333 Shoreway Road, San Carlos, CA, owned by the SBWMA, as its
373 Designated Transfer and Processing Facility.

374 **Measured Contamination Level**

375 "Measured Contamination Level" means the Contamination Level of the Targeted Recyclable
376 Materials, Plant Materials, and Organic Materials delivered by Contractor to the Designated
377 Transfer and Processing Facility determined in accordance with procedures contained in
378 Attachment E.

379 **Member Agencies**

380 "Member Agencies" means the following jurisdictions: the cities of Belmont, Burlingame, East
381 Palo Alto, Foster City, Menlo Park, Redwood City, San Carlos, and San Mateo; the towns of
382 Atherton and Hillsborough; the County of San Mateo; and the West Bay Sanitary District.

383 **Member Agency Facilities**

384 "Member Agency Facilities" or "Agency Facilities" means any building, site, or open space,
385 owned, or leased and maintained, operated or used by a Member Agency.

386 **Missed Pick-Up Collection Event**

387 "Missed Pick-Up Collection Event" means events whereby Contractor failed to Collect Solid
388 Waste, Targeted Recyclable Materials, and Organic Materials on or before the Business Day
389 following Contractor's receipt of the Missed Pick-Up Initial Complaint. The only exceptions to
390 this definition include: Missed Pick-Up Initial Complaints for which Contractor: (i) documented in
391 its Customer service system the Customer's failure to properly set out Container or that the
392 Containers were blocked for Collection based on the route driver's report; and, (ii) coded the call
393 for a recollection request or courtesy pick-up prior to receiving a Missed Pick-Up Initial
394 Complaint.

395 **Missed Pick-Up Initial Complaint**

396 "Missed Pick-Up Initial Complaint" means Complaints received by Contractor, Agency, or
397 SBWMA for missed pick-up of Solid Waste, Targeted Recyclable Materials, and Organic
398 Materials with the exception of Missed Pick-Up Complaints for which Contractor: (i) documented
399 in its Customer service system the Customer's failure to properly set out Container or that the
400 Containers were blocked for Collection based on the route driver's report; and, (ii) coded the call
401 for a recollection request or courtesy pick-up prior to receiving a Missed Pick-Up Complaint on
402 that same Day.

403 **Mixed Use Building or Mixed Use**

404 "Mixed Use Building" or "Mixed Use" means a Premises containing five (5) or more individual
405 Residential Premises (dwelling units) and one (1) or more Commercial units.

406 **Multi-Family, Multi-Family Dwelling, or MFD**

407 "Multi-Family," "Multi-Family Dwelling", or "MFD" means an individual Residential Premises in a
408 building that contains five (5) or more individual Residential Premises.

409 **Multi-Family Residential Complex or Multi-Family Premises**

410 "Multi-Family Residential Complex" or "Multi-Family Premises" means the building(s) containing
411 five (5) or more individual Residential Premises. Such Premises normally have centralized Solid
412 Waste and Targeted Recyclable Materials Collection service for all units in the building and are
413 billed to one address (typically the Owner or property manager).

414 **Net Revenue Billed**

415 "Net Revenue Billed" means the amount determined in accordance with Section 11.03.E of the
416 Agreement.

417 **Occupant**

418 "Occupant" means a Person who occupies a Premises.

419 **On-Call Service**

420 "On-Call Service" means Collection service provided by Contractor that is not regularly
421 scheduled or is scheduled more than twenty-four (24) hours in advance. On-Call Service is
422 initiated by Customer or Owner by calling, emailing, or requesting the service in person at
423 Contractor's office.

424 **Operating Cost**

425 "Operating Cost" or "Cost of Operations" means those costs actually incurred by Contractor,
426 reasonably necessary to perform under this Agreement, and not otherwise specifically excluded
427 in this Agreement.

428 **Operating Ratio**

429 "Operating Ratio" means a factor used in the calculation of profit. Contractor's profit is
430 determined by applying the Operating Ratio of ninety and one-half percent (90.5%) to total
431 annual Costs of Operation described in Attachment K.

432 **Operator**

433 "Operator" means the company contracted by the SBWMA to operate the Designated Transfer
434 and Processing Facility.

435 **Organic Materials**

436 "Organic Materials" means those materials that will decompose and/or putrefy and that the
437 Agency permits, directs, or requires Generators to separate from Solid Waste and Targeted
438 Recyclable Materials for Collection in specially designated Containers for Organic Materials
439 Collection. Organic Materials include Plant Materials, Food Scraps, paper contaminated with
440 Food Scraps, biodegradable plastic food service ware, pieces of unpainted and untreated wood,
441 and pieces of unpainted and untreated wallboard. No Discarded Material shall be considered
442 Organic Materials, unless such material is separated from Solid Waste and Targeted Recyclable
443 Material.

444 **Other Pass-Through Costs**

445 "Other Pass-Through Costs" means Member Agency Franchise Fees and other fees which are
446 paid to each Member Agency, and fees paid by Contractor to SBWMA for processing and
447 Disposal (including transfer) of materials delivered by Contractor to the Designated Transfer and
448 Processing Facility.

449 **Other Recyclable Material**

450 "Other Recyclable Material" means a subset of Recyclable Materials that are Collected which
451 include, but are not limited to: Household Batteries, Cell Phones, Used Motor Oil, Used Motor
452 Oil Filters, Bulky Items that are Recycled, Major Appliances, E-Scrap, and U-Waste. The
453 purpose of differentiating Other Recyclable Material is to describe a category used to calculate
454 the Overall Diversion Level as specified in Attachment I.

455 **Overage**

456 "Overage" means the amount of Solid Waste placed in or adjacent to a Collection Container that
457 is in excess of the Container capacity.

458 **Overall Diversion Level**

459 "Overall Diversion Level" means the sum of all Recyclable Materials Collected by Contractor
460 divided by the sum of all materials Collected by Contractor in a Rate Year. For the purposes of
461 this definition, Recyclable Materials Collected shall include the sum of Targeted Recyclable
462 Materials, Other Recyclable Materials, and Organic Materials Collected, without adjusting for
463 Contamination.

464 **Owner**

465 "Owner" means the Person holding legal title to the real property constituting the Premises to
466 which Solid Waste, Targeted Recyclable Materials, and/or Organic Materials Collection service
467 is provided.

468 **Party(ies)**

469 "Party(ies)" refers to the Agency and Contractor, individually or together.

470 **Pass-Through Cost**

471 "Pass-Through Cost" means a cost to which no element of overhead, administrative expense, or
472 profit, is added, such that the specific amount of such cost is included without modification in the
473 calculations or reports prepared in implementing this Agreement.

474 **Person**

475 "Person" means any individual, firm, company, association, organization, partnership,
476 corporation, trust, joint venture, the United States, the State, the County, towns, cities, or special
477 purpose districts.

478 **Plant Materials**

479 "Plant Materials" means a subset of Organic Materials consisting of grass cuttings, weeds,
480 leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees (not more than six
481 (6) inches in diameter) and five (5) feet in length, and similar materials generated at Premises,
482 separated and set out for Collection. Plant Materials does not include materials not normally
483 produced from gardens or landscape areas, such as, brick, rock, gravel, large quantities of dirt,
484 concrete, sod, non-organic wastes, oil, and painted or treated wood products. Diseased plants
485 and trees may be excluded from Plant Materials upon mutual consent of Agency and
486 Contractor.

487 **Premises**

488 "Premises" means any land or building where Solid Waste, Recyclable Materials, or Organic
489 Materials is generated or accumulated.

490 **Previous Contractor**

491 "Previous Contractor" means Allied Waste Services of San Mateo County, a division of Republic
492 Services, Inc., which provided Collection services through December 31, 2010.

493 **Rates**

494 "Rates" means the monetary amounts to be charged a Customer by Contractor for providing
495 Collection of Solid Waste, Recyclable Materials, Organic Materials, and other materials.

496 **Rate Year**

497 "Rate Year" means the twelve-month (12-month) period, commencing January 1 of one year
498 and concluding December 31 of the same year, for which Contractor's Compensation is
499 calculated. For purposes of this Agreement, Rate Years are numbered consecutively starting
500 with Rate Period Eleven (January 1, 2021 to December 31, 2021), thus reflecting a continuation
501 of Rate Years One through Ten from the 2009 Franchise Agreement.

502 **Recycling**

503 "Recycling" means the process of sorting, cleansing, treating and reconstituting materials that
504 would otherwise be Disposed of at a landfill for the purpose of returning such materials to the
505 economy in the form of raw materials for new, reused or reconstituted products.

506 **Recycling Blitz**

507 "Recycling Blitz" means a Contractor outreach campaign, undertaken pursuant to Section 7.09,
508 to implement or enhance Recycling or Organics Collection service at Commercial, Mixed Use,
509 and Multi-Family Dwelling Customers.

510 **Recycling Tote-Bag**

511 "Recycling Tote-Bag" means a durable, mesh plastic bag with handles and a carrying capacity
512 of approximately eight (8) gallons distributed to Multi-Family Dwelling Residential Premises and
513 Multi-Family Residential complexes for personal Recycling use.

514 **Recyclable Containers**

515 "Recyclable Containers" means food and beverage packaging receptacles including but not
516 limited to packaging that has California Redemption Value.

517 **Recyclable Materials**

518 "Recyclable Materials" means Discarded Materials that can be re-used, remanufactured,
519 reconstituted, or Recycled.

520 **Related Party Entity**

521 "Related Party Entity" means any Affiliate which has financial transactions with Contractor
522 pertaining to this Agreement.

523 **Residential**

524 "Residential" means of, from, or pertaining to Single-Family Dwellings, Multi-Family Residential
525 complexes, including single-family homes, apartments, condominiums, townhouse complexes,
526 mobile home parks, cooperative apartments, and yacht harbors and marinas where residents
527 live aboard boats.

528 **Residential Diversion Level**

529 "Residential Diversion Level" means the sum of all Residential Recyclable Materials Collected
530 by Contractor divided by the sum of all Residential materials Collected by Contractor. For the
531 purposes of this definition, Recyclable Materials Collected shall include the sum of Targeted
532 Recyclable Materials, Other Recyclable Materials, and Organic Materials Collected, without
533 adjusting for Contamination. Materials Collected from Mixed Use Buildings shall be included in
534 the calculation of the Residential Diversion Level to the extent materials from such Customers
535 are combined during Collection with materials from Residential Premises.

536 **Residential Premises**

537 "Residential Premises" means individual dwelling units such as Single-Family Dwelling units,
538 Multi-Family Dwelling units (such as townhouses, apartments, and condominiums), mobile
539 home park dwelling units, cooperative apartments, and dwelling units at yacht harbors and
540 marinas where residents live aboard boats.

- 541 **Residential Property**
542 "Residential Property" means property used for residential purposes.
- 543 **Residential Recyclable Materials**
544 "Residential Recyclable Materials" means Targeted Recyclable Materials Collected from both
545 Single-Family Dwelling Customers and Multi-Family Residential Complexes.
- 546 **Revenue Requirement**
547 "Revenue Requirement" means the total projected amount of revenue that must be included in
548 determination of Agency's Rates to cover all costs associated with Contractor's Compensation,
549 Contractor Pass-Through Costs, and Other Pass-Through Costs for a Rate Year.
- 550 **SB 1383**
551 "SB 1383" means the Short-lived Climate Pollutants: Methane Emissions: Dairy And Livestock:
552 Organic Waste: Landfills Act of 2016 (Chapter 395, Statutes of 2016 [Lara, SB 1383]), also
553 commonly referred to as "SB 1383", as amended, supplemented, superseded, and replaced
554 from time to time. Of particular significance to the Collection services provided under the terms
555 of this Agreement, SB 1383 establishes State-wide targets for the reduction of Organic
556 Materials Disposal.
- 557 **SBWMA**
558 "SBWMA" means the South Bayside Waste Management Authority, which is a joint powers
559 authority comprised of the Member Agencies.
- 560 **SBWMA Service Area**
561 "SBWMA Service Area" means the service area comprised of the SBWMA's Member Agencies,
562 which include the following: Town of Atherton, City of Belmont, City of Burlingame, City of East
563 Palo Alto, City of Foster City, Town of Hillsborough, City of Menlo Park, City of Redwood City,
564 City of San Carlos, City of San Mateo, sections of unincorporated San Mateo County, and West
565 Bay Sanitary District.
- 566 **Service Area**
567 "Service Area" means the area within, and, if applicable, outside Agency's jurisdictional
568 boundaries with respect to which Agency exercises franchising authority for the Collection of
569 Solid Waste, Targeted Recyclable Materials, Organic Materials, or other materials pursuant to
570 this Agreement.
- 571 **Service Day**
572 "Service Day" means Monday through Sunday excluding Holidays specified in this Attachment A
573 for the Collection services.
- 574 **Service Opportunity**
575 "Service Opportunity" means each individual opportunity the Contractor has to Collect Solid
576 Waste, Targeted Recyclable Materials, and Organic Materials from a Customer's Container
577 which is equivalent to the required Single-Family, Multi-Family, and Commercial lifts. For
578 example, for a Single-Family Customer with regular weekly service, Contractor has three (3)

579 Service Opportunities per week – one (1) for Solid Waste Collection, one (1) for Targeted
580 Recyclable Materials, and one (1) for Organic Materials.

581 **Service Sector**

582 "Service Sector" means Collection services for each of the following types of services: Single-
583 Family; Multi-Family; Commercial; and Member Agency Facilities.

584 **Single-Family, Single-Family Dwelling, or SFD**

585 "Single-Family," "Single-Family Dwelling," or "SFD" means a Premises used as a Residential
586 dwelling and includes each unit of a duplex, triplex, fourplex or townhouse condominium at
587 which there are no more than four dwelling units where individual Solid Waste, Targeted
588 Recyclable Materials, and Organics Materials Collection is provided separately to each dwelling
589 unit.

590 **Single-Stream Targeted Recyclable Materials**

591 "Single-Stream Targeted Recyclable Materials" shall mean Targeted Recyclable Materials which
592 have been Commingled by the Generator and placed in a Container for the purposes of
593 Collection.

594 **Solid Waste**

595 "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, as
596 defined in California Public Resources Code Section 40191. For the purposes of this
597 Agreement, "Solid Waste" does not include abandoned vehicles and parts thereof, Hazardous
598 Waste or low-level radioactive waste, medical waste, Source Separated Targeted Recyclable
599 Materials, Source Separated Plant Materials, or Source Separated Organic Materials.

600 **Source Separated**

601 "Source Separated" means materials which otherwise would become Solid Waste, but have
602 been segregated by the Generator, such as Targeted Recyclable Materials or Organic
603 Materials, for the purpose of reuse, Recycling, or composting, to be Collected by Contractor or
604 others.

605 **Special Handling Service**

606 "Special Handling Service" means the provision of Collection service to a SFD in the rear or side
607 Premises. Customers eligible for this service include only those that submit documentation
608 (e.g., a form signed by a doctor) of their inability to perform the generally applicable Curbside
609 Collection set-out requirements.

610 **Specialty Recyclable or Reusable Material**

611 "Specialty Recyclable or Reusable Material" means Recyclable Materials that are not Targeted
612 Recyclable Materials but that may be collected for purposes of Recycling by any Person
613 operating in accordance with the Agency Municipal Code. Such Specialty Recyclable or
614 Reusable Materials include, but are not limited to, scrap metal weighing more than ten (10)
615 pounds, Construction and Demolition Debris, pallets, plastic film, and reusable furniture.

616 **Speed of Answer**

617 "Speed of Answer" means the amount of time before a call is answered once that call is queued
618 upon completion of the introductory voicemail message(s) or Customer bypassing the
619 message(s).

620 **Shoreway Recycling and Disposal Facility**

621 "Shoreway Recycling and Disposal Facility" means the Shoreway Recycling and Disposal
622 Center at 225 and 333 Shoreway Road, San Carlos, California, which is owned by SBWMA.

623 **State**

624 "State" means the State of California.

625 **Subcontractor**

626 "Subcontractor" means a Person which has entered into a contract with the Contractor for the
627 performance of work that is necessary for the Contractor's fulfillment of its obligations under this
628 Agreement.

629 **Targeted Recyclable Materials**

630 "Targeted Recyclable Materials" means a subset of Recyclable Materials that includes:
631 newspaper (including inserts, coupons, and store advertisements); mixed paper (including office
632 paper, computer paper, magazines, junk mail, catalogs, brown paper bags, paperboard, paper
633 egg cartons, telephone books, books, colored paper, construction paper, envelopes, legal pad
634 backings, shoe boxes, cereal and other similar food boxes); chipboard; corrugated cardboard;
635 paper milk cartons; glass containers of any color (including brown, blue, clear, and green);
636 aluminum (including food and beverage containers, foil, small pieces of scrap metal); small
637 pieces of scrap metal weighing less than ten (10) pounds and fitting into the Targeted
638 Recyclable Materials Collection Container (excluding chain, cable, wire, banding, hand tools,
639 and automotive parts); steel, tin or bi-metal containers; plastic containers (i.e., all plastic
640 containers stamped with the Society for the Plastics Industry (SPI) code #1 through #7; and
641 plastic containers that are not stamped but clearly can be identified as PET, HDPE,
642 polypropylene). The list of "Targeted Recyclable Materials" may be modified as technology or
643 commodity markets change during the term of the Agreement. Modifications to the list of
644 "Targeted Recyclable Materials" shall be subject to mutual agreement between the SBWMA,
645 Agency, and Contractor.

646 **Term**

647 "Term" shall have the meaning ascribed to it Section 3.02.

648 **Ton (or Tonnage)**

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

651 **Transfer Station**

652 "Transfer Station" means a Facility primarily used for the purpose of transferring Solid Waste
653 from Collection vehicles to transfer vehicles (but which may include recovery operations) to
654 more efficiently transport Solid Waste to the Disposal Site. For the purposes of this Agreement,

655 Agency has designated the Shoreway Recycling and Disposal Center, located at 225 and 333
656 Shoreway Road, San Carlos, CA, as its designated Transfer Station.

657 **Spills of Discarded Materials**

658 "Spills of Discarded Materials" means any Solid Waste, Targeted Recyclable Materials, or
659 Organic Materials spilled or left at established Collection sites by Contractor after Collection,
660 other than small particles of grass clippings and leaves of the size and volume that may be
661 collected by regular street sweeping operations which may be left behind.

662 **Universal Waste (or U-Waste)**

663 "Universal Waste," or "U-Waste," means all wastes defined by Title 22, Subsections 66273.1
664 through 66273.9 of the California Code of Regulations. These include, but are not limited to,
665 batteries, fluorescent light bulbs, mercury switches, and Electronic Waste. U-Waste does not
666 include those items defined herein as Targeted Recyclable Materials.

667 **Unpermitted Materials**

668 "Unpermitted Materials" mean wastes or other materials that the Designated Transfer and
669 Processing Facility is not permitted to receive, including Hazardous Waste and Hazardous
670 Substances.

671 **Used Motor Oil**

672 "Used Motor Oil" means used motor oil from automobiles and other light duty vehicles intended
673 for personal use which is removed from cars at a Residential Premises and not as a part of a
674 for-profit or other business activity.

675 **Used Motor Oil Filter**

676 "Used Motor Oil Filter" means a used motor oil filter from automobiles and other light duty
677 vehicles intended for personal use which is removed from the vehicle at a Residential Premises
678 and not as a part of a for-profit or other business activity.

679 **Venue**

680 "Venue" means a permanent facility that during any year seats or serves an average of more
681 than 2,000 individuals per day of operation. Both people attending the event and those working
682 at it, including volunteers, are included in this number.

683 **Waste Zero Specialists**

684 "Waste Zero Specialists" are the Contractor's staff members responsible for recycling promotion
685 directed primarily to Commercial and Multi-Family customers in the SBWMA Service Area.

686 **Weekly Collection Service**

687 "Weekly Collection Service" means Collection Service that is scheduled in advance from
688 Monday through Friday and provided once-per-week on the same day or days each week.

689 **White Goods**

690 "White Goods" means Major Appliances.

**ATTACHMENT B
LIST OF AGENCY FACILITIES
CITY OF SAN CARLOS**

Customer Name	Service Address	Rate Code		# of Units	MON	TUE	WED	THU	FRI	SAT	SUN
ADULT COMMUNITY CENTER	601 CHESTNUT ST	96GAL	MSW	4		X			X		
ADULT COMMUNITY CENTER	601 CHESTNUT ST	64GAL	ORG	1		X			X		
ADULT COMMUNITY CENTER	601 CHESTNUT ST	96GAL	ORG	1		X			X		
ADULT COMMUNITY CENTER	601 CHESTNUT ST	96GAL	RYC	4		X			X		
ARGUELLO PARK (SNC)	WELLINGTON DR	96GAL	RYC	2		X					
ARGUELLO PARK (SNC)	WELLINGTON DR	96GAL	ORG	1					X		
BURTON PARK (SNC)	1017 CEDAR ST #.	96GAL	RYC	2	X						
BURTON PARK (SNC)	1017 CEDAR ST #.	96GAL	ORG	1		X					
BURTON PARK (SNC)	1017 CEDAR ST #.	96GAL	MSW	1		X					
CEDAR ST NEIGHBORHOOD PARK	100 CEDAR ST #.	96GAL	RYC	1			X				
CITY CAN - SAN CARLOS	1201 SAN CARLOS AVE #.	32GAL	MSW	1	X	X	X	X	X	X	X
CITY CAN - SAN CARLOS	1201 SAN CARLOS AVE #.	32GAL	RYC	1	X		X		X		
CITY CAN - SAN CARLOS	622 LAUREL ST #.	32GAL	MSW	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	622 LAUREL ST #.	32GAL	RYC	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	700 LAUREL ST #.	32GAL	MSW	1	X	X	X	X	X	X	X
CITY CAN - SAN CARLOS	700 LAUREL ST #.	32GAL	RYC	1	X		X		X		
CITY CAN - SAN CARLOS	732 LAUREL ST #.	32GAL	MSW	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	732 LAUREL ST #.	32GAL	RYC	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	760 LAUREL ST #.	32GAL	MSW	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	760 LAUREL ST #.	32GAL	RYC	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	796 LAUREL ST #.	32GAL	MSW	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	796 LAUREL ST #.	32GAL	RYC	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	810 LAUREL ST #.	32GAL	MSW	2	X	X	X	X	X		
CITY CAN - SAN CARLOS	810 LAUREL ST #.	32GAL	RYC	2	X	X	X	X	X		
CITY CAN - SAN CARLOS	890 LAUREL ST #.	32GAL	MSW	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	890 LAUREL ST #.	32GAL	RYC	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	825 LAUREL ST #.	32GAL	MSW	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	825 LAUREL ST #.	32GAL	RYC	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	809 LAUREL ST #.	32GAL	MSW	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	809 LAUREL ST #.	32GAL	RYC	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	737 LAUREL ST #.	32GAL	MSW	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	737 LAUREL ST #.	32GAL	RYC	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	705 LAUREL ST #.	32GAL	MSW	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	705 LAUREL ST #.	32GAL	RYC	1	X		X		X		
CITY CAN - SAN CARLOS	753 LAUREL ST #.	32GAL	MSW	2	X	X	X	X	X		
CITY CAN - SAN CARLOS	753 LAUREL ST #.	32GAL	RYC	2	X	X	X	X	X		
CITY CAN - SAN CARLOS	678 LAUREL ST #.	20GAL	MSW	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	902 LAUREL ST #.	32GAL	MSW	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	902 LAUREL ST #.	32GAL	RYC	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	799 LAUREL ST #.	32GAL	MSW	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	799 LAUREL ST #.	32GAL	RYC	1	X		X		X		
CITY CAN - SAN CARLOS	889 LAUREL ST #.	32GAL	MSW	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	889 LAUREL ST #.	32GAL	RYC	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	677 LAUREL ST #.	32GAL	MSW	1	X	X	X	X	X	X	X
CITY CAN - SAN CARLOS	677 LAUREL ST #.	32GAL	RYC	1	X		X		X		
CITY CAN - SAN CARLOS	641 LAUREL ST #.	32GAL	MSW	1	X	X	X	X	X	X	X
CITY CAN - SAN CARLOS	641 LAUREL ST #.	32GAL	RYC	1	X		X		X		
CITY CAN - SAN CARLOS	1187 SAN CARLOS AVE #.	32GAL	MSW	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	1187 SAN CARLOS AVE #.	32GAL	RYC	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	812 EL CAMINO REAL #.	32GAL	MSW	1	X	X	X	X	X	X	
CITY CAN - SAN CARLOS	900 EL CAMINO REAL #.	32GAL	MSW	1	X	X	X	X	X	X	
CITY CAN - SAN CARLOS	885 EL CAMINO REAL	32GAL	MSW	1	X	X	X	X	X		

**ATTACHMENT B
LIST OF AGENCY FACILITIES
CITY OF SAN CARLOS**

Customer Name	Service Address	Rate Code		# of Units	MON	TUE	WED	THU	FRI	SAT	SUN
CITY CAN - SAN CARLOS	885 EL CAMINO REAL	32GAL	RYC	1	X	X	X	X	X		
CITY CAN - SAN CARLOS	632 LAUREL ST #.	32GAL	MSW	1	X	X	X	X	X	X	X
CITY CAN - SAN CARLOS	632 LAUREL ST #.	32GAL	RYC	1	X		X		X		
CITY OF SAN CARLOS	1000 BRANSTEN RD	15YARD	MSW	1	X		X		X		
CITY OF SAN CARLOS	1000 BRANSTEN RD	15YARD	ORG	1	X		X				
CITY OF SAN CARLOS - CITY HALL	600 ELM ST	3YARD	MSW	1		X		X			
CITY OF SAN CARLOS - CITY HALL	600 ELM ST	96GAL	ORG	2		X		X			
CITY OF SAN CARLOS - CITY HALL	600 ELM ST	3YARD	RYC	1		X		X			
CITY OF SAN CARLOS - CITY HALL	600 ELM ST	BATTERY		1	ON CALL						
CITY OF SAN CARLOS - CORP YARD	1000 BRANSTEN RD	6YARD	RYC	1			X				
CITY OF SAN CARLOS - CORP YARD	1000 BRANSTEN RD	96GAL	ORG	1		X					
CITY OF SAN CARLOS - CORP YARD	1000 BRANSTEN RD	64GAL	RYC	3			X				
CITY OF SAN CARLOS - LIBRARY	610 ELM ST	96GAL	RYC	3		X					
CITY OF SAN CARLOS - LIBRARY	610 ELM ST	64GAL	ORG	1		X		X			
CITY OF SAN CARLOS - LIBRARY	610 ELM ST	3YARD	MSW	1		X		X			
CITY OF SAN CARLOS - LIBRARY	610 ELM ST	3YARD	RYC	1		X		X			
CITY OF SAN CARLOS-HIGHLANDS	ABERDEEN & MELENDY	6YARD	ORG	1	X						
CITY OF SAN CARLOS-HIGHLANDS	ABERDEEN & MELENDY	96GAL	ORG	2	X						
CITY OF SAN CARLOS-HIGHLANDS	ABERDEEN & MELENDY	64GAL	RYC	20	X						
CITY OF SAN CARLOS-HIGHLANDS	ABERDEEN & MELENDY	64GAL	ORG	20	X						
CITY OF SAN CARLOS-HIGHLANDS	ABERDEEN & MELENDY	64GAL	MSW	20			X				
CITY OF SAN CARLOS-HIGHLANDS	ABERDEEN & MELENDY	96GAL	RYC	2	X						
CITY OF SAN CARLOS-SC YOUTH CT	1001 CHESTNUT ST	3YARD	MSW	1	X		X		X		
CITY OF SAN CARLOS-SC YOUTH CT	1001 CHESTNUT ST	3YARD	RYC	1		X			X		
CITY OF SAN CARLOS-SC YOUTH CT	1001 CHESTNUT ST	96GAL	ORG	4	X			X			
CITY OF SAN CARLOS-SC YOUTH CT	1001 CHESTNUT ST	96GAL	RYC	4		X			X		
CRESTVIEW PARK (SNC)	1000 CRESTVIEW DR #.	96GAL	ORG	1	X						
CRESTVIEW PARK (SNC)	1000 CRESTVIEW DR #.	3YARD	ORG	1	X						
CRESTVIEW PARK (SNC)	1000 CRESTVIEW DR #.	96GAL	RYC	2	X						
LAUREOLA PARK (SNC)	HOLLY @ OLD COUNTY	6YARD	ORG	1		X					
LAUREOLA PARK (SNC)	HOLLY @ OLD COUNTY	96GAL	RYC	1	X						
SAN CARLOS CONCERT SERIES	CHESTNUT ST #SP1	64GAL	MSW	8					X		
SAN CARLOS CONCERT SERIES	CHESTNUT ST #SP1	64GAL	RYC	8					X		
SAN CARLOS CONCERT SERIES	CHESTNUT ST #SP1	64GAL	ORG	8					X		
SAN CARLOS FARMERS MARKET	LAUREL ST #SPE	96GAL	MSW	2	X						
SAN CARLOS FARMERS MARKET	LAUREL ST #SPE	96GAL	RYC	2	X						
SAN CARLOS FARMERS MARKET	LAUREL ST #SPE	64GAL	ORG	2	X						
SOUTH COUNTY FIRE STN #13(SNC)	525 LAUREL ST	2YARD	RYC	1			X				
SOUTH COUNTY FIRE STN #13(SNC)	525 LAUREL ST	2YARD	MSW	1	X		X		X		
SOUTH COUNTY FIRE STN #16(SNC)	1280 ALAMEDA	64GAL	ORG	1				X			
SOUTH COUNTY FIRE STN #16(SNC)	1280 ALAMEDA	2YARD	MSW	1			X				
SOUTH COUNTY FIRE STN #16(SNC)	1280 ALAMEDA	96GAL	RYC	3			X				
VISTA PARK (SNC)	401 CRESTVIEW DR	96GAL	RYC	1				X			

**ATTACHMENT C
COMMUNITY EVENTS
CITY OF SAN CARLOS**

- Hometown Days Burton Park
- Weekly Farmers Market Laurel Street
- Free Summer Concerts at Burton Park Burton Park
- Art & Wine Faire Laurel Street
- Holiday Tree Lighting City Hall Park
- Santa Arrives by Helicopter Hiller Museum
- Spring Community Clean-up Event
- Fall Community Clean-up Event

**Attachment D
Container Specifications
City of San Carlos**

Container Specifications - Carts				
1.	Material to be Collected	Color	Default Capacity	
	Solid Waste	Black	32 gallons	
	Targeted Recyclable Materials	Blue	64 gallons	
	Organic Materials	Green	96 gallons	
2.	Manufacturer.....	<u>Toter Inc.</u>		
3.	Material of Construction.....	<u>LMPDE – Linear Medium Density Polyethylene</u>		
4.	Recycled Content (percentage).....	<u>Minimum of thirty percent (30%) post-consumer recycled content material</u>		
5.	Manufacturing Method (rotational molding, injection molding, other.).....	<u>Rotational molding for 32,64,and 96 gallon carts</u> <u>Injection molding for 20 gallon cart</u>		
	Cart Size	20 gallons¹	32 gallons	64 gallons
6.	Durability (in service years)	<u>10+</u>	<u>10+</u>	<u>10+</u>
7.	Cost of Each Container	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
8.	Dimensions of Each Container (Length x Width x Height)	<u>24.25 x</u> <u>19.25 x</u> <u>38.50</u>	<u>24.25 x</u> <u>19.25 x</u> <u>38.50</u>	<u>31.75 x</u> <u>24.25 x</u> <u>41.75</u>
9.	Wheel Size (carts only)	<u>10"</u>	<u>10"</u>	<u>10"</u>
1.	Maximum Load Weight (lbs)	<u>60-74 lbs</u>	<u>112 lbs</u>	<u>224 lbs</u>
10.	Manufacturer's warranty (years)	<u>10</u>	<u>10</u>	<u>10</u>
11.	Labeling (list methods).....	<u>Hot Stamp on Body and/or Lid</u>		

¹ The 20-gallon Cart shall be a 32-gallon Cart with an insert to reduce the capacity from 32 gallons to 20 gallons. It will be manufactured by Toter

**Attachment D
Container Specifications
City of San Carlos**

Container Specifications – Kitchen Pails	
1. Kitchen Pail (Food Waste) <input checked="" type="checkbox"/>	
2. Manufacturer	<u>Norseman Environmental Products</u>
3. Material of Construction	<u>High Density Polyethylene</u>
4. Recycled Content (percentage)	<u>Minimum of twenty percent (20%) post-consumer recycled content material</u>
5. Color	<u>Green body</u> <u>White lid</u> <u>White handle</u>
6. Durability (in service years)	<u>Five (5) years plus</u>
7. Cost of Each Kitchen Pail	<u>N/A</u>
8. Dimensions of Each Kitchen Pail (Length x Width x Height) ...	<u>12" x 8.6" x 8.6"</u>
9. Manufacturer's warranty	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If Yes, Number of Years = five (5)
10. Labeling (list methods)	<u>Hot stamped on front</u> <u>and/or</u> <u>Label affixed to front or on lid</u>

**Attachment D
Container Specifications
City of San Carlos**

Container Specifications – Recycling Tote Bag	
1. Recycling Tote Bags	<input checked="" type="checkbox"/>
2. Manufacturer	<u>Multibag</u>
3. Material of Construction	<u>Polypropylene</u>
4. Recycled Content (percentage)	<u>60% Recycled Polypropylene, 35% Virgin Polypropylene, 3% White pigment, and 2% Printing ink</u>
5. Color	<u>Available in any Pantone color</u>
6. Durability (in service years)	<u>5 – 10 Years</u>
7. Cost of Tote Bag	<u>N/A</u>
8. Dimensions of Recycling Tote Bag (Length x Width x Height)	<u>15 x 7 x 15 (Inches)</u>
9. Manufacturer's warranty	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, Number of Years = _____
10. Labeling (list methods)	<u>Silkscreen</u>

**Attachment D
Container Specifications
City of San Carlos**

Container Specifications - Bins				
1. Material to be Collected.		Garbage <input checked="" type="checkbox"/>	Color = Gray	
		Targeted Recyclables <input checked="" type="checkbox"/>	Color = Blue	
		Organic Materials <input checked="" type="checkbox"/>	Color = Green	
		C&D Materials <input checked="" type="checkbox"/>	Color = TBD	
2. Manufacturer.....		<u>Consolidated Fabricators</u>		
3. Material of Construction		<u>Steel</u> Body	<u>HDPE Plastic</u> Lid	
4. Recycled Content (percentage).....		<u>30%</u>		
5. Manufacturing Method		<u>Welded (Body)</u> <u>Molded (Lid)</u>		
6. New or Used (Agency authorization required).....		<input type="checkbox"/> New	<input checked="" type="checkbox"/> Used	
7. Date of Last Refurbished		_____		
Container Size (cubic yards)	<u>1</u> CY	<u>2</u> CY	<u>3</u> CY	<u>4</u> CY
8. Color	_____	_____	_____	_____
9. Durability (in service years)	<u>7+</u>	<u>7+</u>	<u>7+</u>	<u>7+</u>
10. Cost of Each Container.....	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
11. Dimensions of Each Container (Length x Width x Height)	<u>72" x 24"</u> <u>x 28"</u>	<u>72" x 34.5" x</u> <u>34.5"</u>	<u>72" x 41.5"</u> <u>x 41.5"</u>	<u>72" x 50.5"</u> <u>x 46"</u>
12. Wheel Size (if appropriate)	<u>6"</u>	<u>6"</u>	<u>6"</u>	<u>6"</u>
13. Maximum Load Weight (lbs)	<u>600</u>	<u>1,000</u>	<u>1,400</u>	<u>1,800</u>
14. Manufacturer's warranty (years)	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
15. Labeling (list methods)	<u>Paint and decals</u>			

**Attachment D
Container Specifications
City of San Carlos**

Container Specifications – Bins					
1. Material to be Collected.					
	Garbage	<input checked="" type="checkbox"/>	Color = Gray		
	Targeted Recyclables	<input checked="" type="checkbox"/>	Color = Blue		
	Organic Materials	<input checked="" type="checkbox"/>	Color = Green		
	C&D Materials	<input checked="" type="checkbox"/>	Color = TBD		
2. Manufacturer..... <u>Consolidated Fabricators</u>					
3. Material of Construction <u>Steel Body</u> <u>HDPE Plastic Lid</u>					
4. Recycled Content (percentage)..... <u>30%</u>					
5. Manufacturing Method <u>Welded (Body)</u> <u>Molded (Lid)</u>					
6. New or Used (Agency authorization required)..... <input type="checkbox"/> New <input checked="" type="checkbox"/> Used					
7. Date of Last Refurbished					
	Container Size	<u>6</u> CY	<u>8</u> CY	<u>9</u> CY	<u>15</u> CY
8. Color					
9. Durability (in service years) <u>7+</u> <u>7+</u> <u>7+</u> <u>7+</u>					
10. Cost of Each Container <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u>					
11. Dimensions of Each Container (Length x Width x Height) <u>72"x66"x50"</u> <u>72" x 72" x 56"</u> <u>8x12x34"</u> <u>8x12x55"</u>					
12. Wheel Size (if appropriate) <u>n/a</u> <u>n/a</u> <u>10"</u> <u>10"</u>					
13. Maximum Load Weight (lbs) <u>2,000</u> <u>2,200</u> <u>15,000</u> <u>15,000</u>					
14. Manufacturer's warranty (years) <u>1</u> <u>1</u> <u>1</u> <u>1</u>					
15. Labeling (list methods) <u>Paint and decals</u>					

N/A means "not applicable."

CY means "cubic yard."

TBD means "to be determined."

**Attachment D
Container Specifications
City of San Carlos**

Container Specifications – Drop Boxes				
1. Material to be Collected.	Garbage	<input checked="" type="checkbox"/>		
	Targeted Recyclables	<input checked="" type="checkbox"/>		
	Organic Materials	<input checked="" type="checkbox"/>		
	C&D Materials	<input checked="" type="checkbox"/>		
2. Manufacturer.....	<u>Consolidated Fabricators</u>			
3. Material of Construction	<u>Steel Body</u>		<u>Steel Lid</u>	
4. Recycled Content (percentage).....	<u>30%</u>			
5. Manufacturing Method	<u>Welded</u>			
6. New or Used (Agency authorization required).....	<input type="checkbox"/> New		<input checked="" type="checkbox"/> Used	
7. Date of Last Refurbished				
	Container Size	<u>20 CY</u>	<u>30 CY</u>	<u>40 CY</u>
8. Color	_____	_____	_____	
9. Durability (in service years)	<u>±</u>	<u>±</u>	<u>±</u>	
10. Cost of Each Container	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
11. Dimensions of Each Container (Length x Width x Height).....	<u>8x18x49"</u>	<u>8x20x66"</u>	<u>8x22x80"</u>	
12. Wheel Size (if appropriate)	<u>10"</u>	<u>10"</u>	<u>10"</u>	
13. Maximum Load Weight (lbs)	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	
14. Manufacturer's warranty (years)	<u>1</u>	<u>1</u>	<u>1</u>	
15. Labeling (list methods)	<u>Paint and decals</u>			

N/A means "not applicable."

Attachment E-1 Contamination Measurement Methodology: Single Loads

This Attachment presents the methodology for quantifying the Contamination Level of single load(s) of Recyclable Materials Collected in the Service Area and delivered to the Designated Transfer and Processing Facility by Contractor.

This Attachment is organized into the following six (6) sections:

1. **Objectives**—describes the purpose of the methodology.
2. **Sampling rationale**—defines which loads will be sampled.
3. **Sampling allocation**—describes the number of samples required to provide a sufficient level of accuracy in findings.
4. **Test procedures**—describes sampling and sorting activities for each load.
5. **Sorting categories**—describes the sorting categories.
6. **Calculations**

Appendices 1 through 3 consist of:

1. *methodology checklist*
2. *sample data collection forms*
3. *equipment list*

1. Objectives

This methodology is designed to estimate the Contamination Level (as a percentage by weight of the entire load) in an individual load from five (5) inbound material types Collected in the Service Area. These material streams are listed below and described further in Section 3.

- Commercial Source Separated and Targeted Recyclable Materials
- Commercial Organic Materials
- Commercial Plant Materials
- Single-Family Targeted Recyclable Materials
- Single-Family Organic Materials

The methodology described herein is intended to produce consistent and statistically reliable estimates of the Contamination Level of individual loads from the above material streams. In addition, the methodology is designed to require the minimum necessary organizational time and financial investment.

2. Sampling rationale

Loads may be selected for sampling when observation of the load by SBWMA or Operator indicates that it may exceed the allowed Contamination Level. A statistical sampling process will be used to determine the Measured Contamination Level in individual loads.

3. Sampling allocation

Approximately five (5) samples, each weighing approximately one hundred and fifty (150) pounds, are required from an individual load in order to calculate the Measured Contamination Level with a sufficient level of accuracy for every material stream except

Attachment E-1 Contamination Measurement Methodology: Single Loads

Commercial Organic Materials. Because of the variability typically found in loads of Commercial Organic Materials, approximately fifteen (15) samples of two hundred (200) pounds are required for sampling to achieve the specified level of accuracy.

The recommended numbers of samples are based on the following factors:

- 1) An analysis of the composition variability among samples that were sorted during waste characterization studies of similar waste streams and programs in other West Coast communities.
- 2) An agreement on the acceptable level of accuracy.

Table 1 indicates the statistical confidence intervals (error ranges) at the ninety percent (90%) confidence level that are expected to result from characterizing five (5) samples per load, or fifteen (15) samples per load in the case of Commercial Plant Materials.

Table 1: Samples per Load and Results

Material stream	Estimated sample weight	Number of samples	Expected statistical error range
Commercial Source-Separated and Targeted Recyclable Materials	150 lbs.	5	4%
Commercial Organic Materials	200 lbs.	15	7%
Commercial Plant Materials	150 lbs.	5	1%
Single-Family Targeted Recyclable Materials	150 lbs.	5	2%
Single-Family Organic Materials-	150 lbs.	5	1%

The error ranges shown above shall be interpreted as follows. When the calculation method described below provides the Measured Contamination Level of a load, the estimate will be expressed in terms of percent by weight of the entire load. The error range around the estimate reflects a percent by weight of the entire load. Thus, if the Measured Contamination Level for a given material stream is five percent (5%), plus or minus one percent (1%), then ninety percent (90%) confidence that the Contamination is between four percent (4%) and six percent (6%) of the entire load is achieved. The Parties agree that the actual Measured Contamination Level will be the sole determinant of the percentage of Contamination in a load, and of Contractor's compliance with the maximum contamination levels.

It is expected that a two (2) person crew can obtain, sort, and weigh five (5) samples in a five (5) to seven (7) hour period.

4. Test procedures

Test procedures are broken down in to the following steps, which shall be used by SBWMA, or a third party designated by the SBWMA.

- Safety training and staff coordination
- Sampling and sorting area designation
- Sample selection

Attachment E-1 Contamination Measurement Methodology: Single Loads

- Sample sorting
- Sample disposal
- Data management

Contractor or its representative shall have the right to be present at, observe, and photograph and video all aspects of the sampling process, including without limitation each of the steps listed above or described below.

Contractor shall not be responsible for any of the costs incurred in implementing the sampling process and procedures described in this Attachment E-1, other than costs incurred by Contractor in exercising its observation rights set forth in the preceding paragraph.

These steps are described in more detail following the definitions of roles. Each step is the responsibility of a specific person or group of people as follows:

- **sampling crew manager**—responsible for selecting samples, working with Operator and the *sampling crew*, quality control, and compliance with Facility regulations.
- **sampling crew**—responsible for sorting samples.
- **facility manager**—responsible for coordinating with the *sampling crew manager*.
- **tipping floor staff**—responsible for identifying loads potentially contaminated beyond the acceptable threshold, creating a designated sampling and sorting area, and ensuring segregation of selected loads in that area.
- **loader operator(s)**—responsible for segregating the selected load from other loads in the designated sampling and sorting area.

Safety training and staff coordination

When the *sampling crew manager* and the *sampling crew* arrive at the Designated Transfer and Processing Facility they will participate in any required safety training and put on all required personal protective equipment (see the *equipment list* shown in Appendix 3). The *sampling crew manager* will also walk through the process of extracting samples from the designated load with both the *loader operator(s)* and the *tipping floor staff*.

Sampling and sorting area designation

With the input of the *tipping floor staff* and the *loader operator(s)*, the *sampling crew manager* and *sampling crew* will set up in the designated sampling and sorting area near the tipping floor. The sorting area should be in a location near the load to be sampled and from which the loader can safely remove samples after sorting.

Sample selection

Five (5) cells will be randomly selected for sampling using a random number generator for all material streams except commercial organics. Fifteen (15) cells will be selected for the commercial organics material stream.

The *sampling crew manager* will assist the *loader operator* in locating the appropriate cell for each sample using the sample cell map in Figure 1 below.

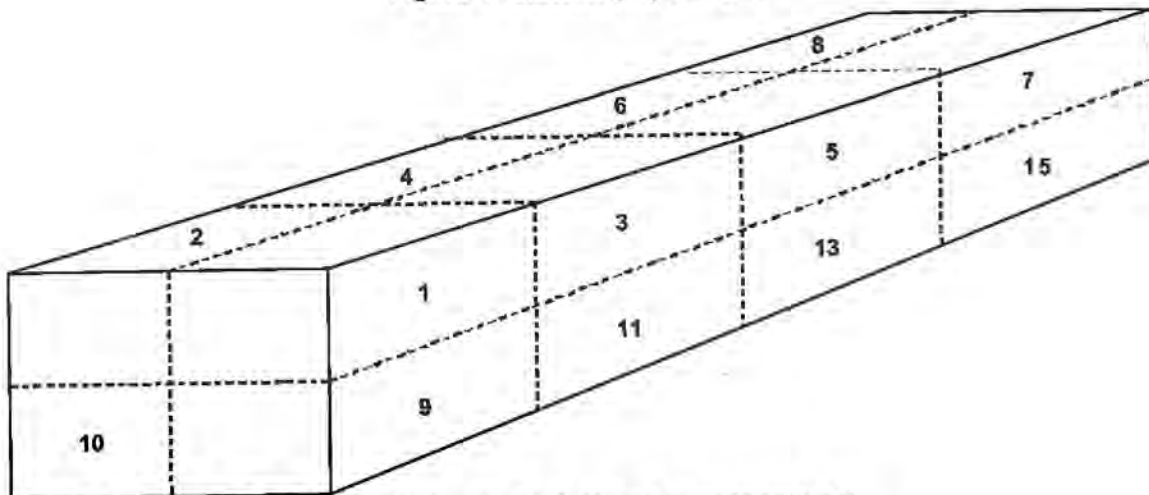
Attachment E-1 Contamination Measurement Methodology: Single Loads

After the loader has extracted the material in the selected cell, the *sampling crew manager* will guide the loader to a designated tarp. Using visual cues the *sampling crew manager* will ensure the *loader operator(s)* deposits the proper quantity of material on the tarp. A shovel may be used to add material from the bottom of the cell to ensure the sample includes some heavy and small material that the loader bucket cannot collect.

Pulling the tarp is a basic test used to estimate sample weight.¹ If it is determined that a sample is too heavy it may be lightened by removing vertical slices from the sample. If it is determined that a sample is too light it may be increased by removing or adding more material. It is important to add or remove all material in the slice from the top to bottom, to ensure that both small, heavy, and loose materials and large, light, and bagged materials are added or removed.

Samples can be queued and stored on tarps until sorted but samples must be prevented from mixing with each other and with other material on the tipping floor. The *sampling crew manager* will place a unique sample placard on each sample for a photograph and, if the sample is not immediately sorted, for later identification. The placard is marked with a unique sample identification number and additional information (such as the date) used to identify loads in photographs and correlate load net weights with sample details. Each placard will be coded according to its corresponding materials stream. (e.g., 'RSS-1' indicates the first load of Residential single-stream recycling). Each load will be photographed individually with the sample placard visible and legible.

Figure 1: Sixteen (16) cell grid



Note: Cells 12, 14 and 16 are below cells 4, 6 and 8, respectively.

Sample sorting

The sample identification number, as designated by the placard, will be recorded on the tally form (see Appendix 2 for an example of this form.) The sample will be moved into

¹ Samples of Commercial Source-Separated and Targeted Recyclable Materials, Single-Family Targeted Recyclable Materials, and Commercial Plant Materials shall weigh between one hundred and twenty five (125) pounds and one hundred and seventy five (175) pounds. Samples of Commercial Organic Materials and Single-Family Organic Materials shall weigh between one hundred and seventy five (175) pounds and two hundred and twenty five (225) pounds.

Attachment E-1 Contamination Measurement Methodology: Single Loads

the designated sorting area. Next, the *sampling crew* will sort the Contamination materials, as defined in Appendix 1, out of the load and into sort containers. The *sampling crew* will then weigh the Contamination materials while the *sampling crew manager* records the weights on the tally form. The remainder of the load—all acceptable items—will be put into containers, weighed, and recorded on the tally form. The *sampling crew manager* is responsible for monitoring the homogeneity of material in each container and ensuring the accuracy of the sorting process. At the end of each sampling day the *sampling crew* will comply with any *tipping floor staff* directions regarding cleaning the designated sampling and sorting area and storing sampling and sorting supplies.

Sample disposal

After the weight of all material in each sample is recorded on the tally sheet, the *sampling crew* will move the sorted material to a location where it is safe and convenient for the loader to remove.

Data management

At the end of each sampling day, the *sampling crew manager* will review all forms for accuracy and completeness. Any issues shall be resolved immediately while the day's work is still fresh in the mind. To ensure the tally forms are not lost before inputting the data into an electronic form, copies shall be made of all completed forms and copies will be kept in a place separate from the originals. One copy of the forms will be mailed or hand delivered to the person inputting the data into an electronic form.

The appendices cover calculations, data collection forms, and an equipment list for this study.

5. Sorting categories

All loads identified for sorting shall be sorted and weighed into the following two (2) categories:

- 1) Contamination
- 2) Targeted Recyclable Materials, Source-Separated Targeted Recyclable Materials, Organic Materials, or Plant Materials

6. Calculations

Estimates of Contamination and Targeted Recyclable Materials, Source-Separated Targeted Recyclable Materials, Organic Materials, or Plant Materials will be calculated using a method that gives equal weighting or "importance" to each sample within a given stream. Confidence intervals (error ranges) will be calculated based on assumptions of normality in the composition estimates.

In the descriptions of calculation methods, the following variables will be used:

- i denotes an individual sample.
- j denotes the material type.
- c_j is the weight of the material type j in a sample.
- w is the weight of an entire sample.
- r_j is the composition estimate for material j (r stands for *ratio*).

Attachment E-1 Contamination Measurement Methodology: Single Loads

- a denotes a region of the state (a stands for *area*).
- s denotes a particular sector or subsector of the waste stream.
- n denotes the number of samples in the particular group that is being analyzed at that step.

Estimating the Composition

The following method will be used to estimate the composition of waste belonging to the Commercial Source-Separated and Targeted Recyclable Materials, Commercial Organic Materials, Commercial Plant Materials, Single-Family Targeted Recyclable Materials, and Single-Family Organic Materials streams.

For a given stream, the composition estimate denoted by r_j represents the ratio of the component's weight to the total weight of all the samples in the stream. This estimate will be derived by summing each component's weight across all of the selected samples belonging to a given stream and dividing by the sum of the total weight of waste for all of the samples in that stream, as shown in the following equation:

$$r_j = \frac{\sum_i c_{ij}}{\sum_i w_i} \quad (1)$$

where:

- c = weight of particular component
- w = sum of all component weights
- for $i = 1$ to n , where n = number of selected samples
- for $j = 1$ to m , where m = number of components

Attachment E-1 Contamination Measurement Methodology: Single Loads

For example, the following simplified scenario involves three samples. For the purposes of this example, only the weights of the component *carpet* are shown.

	Sample 1	Sample 2	Sample 3
Weight (c) of carpet	5	3	4
Total Sample Weight (w)	80	70	90

$$f_{\text{carpet}} = \sum \frac{5+3+4}{80+70+90} = 0.05$$

To find the composition estimate for the component *carpet*, the weights for that material are added for all selected samples and divided by the total sample weights of those samples. The resulting composition is 0.05, or five percent (5%). In other words, five percent (5%) of the sampled material, by weight, is *carpet*. This finding is then projected onto the stratum being examined in this step of the analysis.

Attachment E-1 Contamination Measurement Methodology: Single Loads

The confidence interval for this estimate will be derived in two (2) steps. First, the variance around the estimate will be calculated, accounting for the fact that the ratio included two (2) random variables (the component and total sample weights). The variance of the ratio estimator equation follows:

$$\text{Var}(r_j) \approx \left(\frac{1}{n}\right) \left(\frac{1}{\bar{w}^2}\right) \left(\frac{\sum_i (c_{ij} - r_j w_i)^2}{n-1}\right) \quad (2)$$

where:

$$\bar{w} = \frac{\sum_i w_i}{n} \quad (3)$$

(For more information regarding Equation 2, please refer to *Sampling Techniques, 3rd Edition* by William G. Cochran [John Wiley & Sons, Inc., 1977].)

Second, precision levels at the 90 percent (90%) confidence level will be calculated for a component's mean as follows:

$$r_j \pm (z\sqrt{\text{Var}(r_j)}) \quad (4)$$

where z = the value of the z -statistic (1.645) corresponding to a 90 percent (90%) confidence level.

Attachment E-1 Contamination Measurement Methodology: Single Loads

Appendix 1: Methodology checklist

Roles and responsibilities

- **sampling crew manager**—responsible for selecting samples, working with Facility staff and the sampling crew, quality control, and compliance with Facility regulations.
- **sampling crew**—responsible for sorting samples.
- **facility manager**—responsible for coordinating with the sampling crew manager, SBWMA, and drivers.
- **tipping floor staff**—responsible for identifying loads potentially contaminated beyond the acceptable threshold, creating a designated sampling and sorting area, and ensuring segregation of selected loads in that area.
- **loader operator(s)**—responsible for segregating the selected load from other loads in the designated sampling and sorting area.

Advanced preparation

Project manager:

 Contact *facility manager*

 Ask *facility manager* to update the following employees with the sampling plan:

Loader operator(s)

Tipping floor staff

 Request safety expectations

 Schedule safety training

 Ask if there are any circumstances that may affect the study (i.e., weather, animals, site construction, etc.)

 Obtain safety gear (Appendix 3)

 Check safety gear

 Obtain sorting equipment (Appendix 3)

 Check sorting equipment

 Print tally sheets (Appendix 2)

 Print on "Rite in the Rain" all-weather paper

Sampling crew and sampling crew manager

 Review material list

 Review data collection forms

 Review unique site requirements

Arrival at Facility

Sampling crew:

 Arrive at Facility ahead of schedule

 Participate in any required safety training

 Don safety gear

Sampling crew manager:

 Arrive at Facility ahead of schedule

 Reviews logistics and expectations with MRF manager

 Participate in any required safety training

 Don safety gear

Attachment E-1 Contamination Measurement Methodology: Single Loads

Tipping floor coordination

Sampling crew manager:

Designate a designated sampling/sorting area on each tipping floor (2) with input from tipping floor staff and loader operator(s), meeting the following criteria:

Loader operator(s) can visually communicate with sampling crew

Loader operator(s) can safely remove sorted loads

Approximately twenty (20) feet by twenty (20) feet

Explain and walkthrough the sampling process with both the *tipping floor staff* and the *loader operator(s)*

Explain that samples must be dumped in a clean area, separate from other loads (called a designated dumping area)

Explain that the *sampling crew manager* is responsible for identifying the portion of the load that the *loader operator(s)* will sample

Explain the appropriate samples size. Samples of Commercial Source-Separated and Targeted Recyclable Materials, Single-Family Targeted Recyclable Materials, and Commercial Plant Materials shall weigh between one hundred and twenty five (125) pounds and one hundred and seventy five (175) pounds. Samples of Commercial Organic Materials and Single-Family Organic Materials shall weigh between one hundred and seventy five (175) pounds and two hundred and twenty five (225) pounds.

Explain that the *sampling crew manager* will be responsible for guiding the *loader operator(s)* to the appropriate tarpaulin

Sampling crew:

Set up designated sampling sorting area

Sorting table

Baskets

Digital scale(s)

Sample collection

Tipping floor staff:

Sampling crew manager:

Direct *loader operator(s)* to pre-selected sampling cell

Direct *loader operator(s)* to designated tarpaulin

Signal *loader operator(s)* with tipping instructions

Pull tarp to test for appropriate sample weight

Place placard in the load

Photograph load

Placard should be visible and legible

Wrap and segregate load until ready to sort

Loader operator(s):

Pinch/scoop sample, as directed by the *sampling crew manager*

Tip sample on designated tarpaulin, as directed by the *sampling crew manager*

Sampling crew:

May assist *sampling crew manager* at any point

Sample sorting

Sampling crew:

Attachment E-1 Contamination Measurement Methodology: Single Loads

Move the sample into the designated sampling/sorting area

Sort the sample

Sort Contamination materials into designated baskets

Assist the *sampling crew manager* with weighing the baskets

Assist the *sampling crew manager* with weighing the remainder material

Sampling crew manager:

Record the sample ID onto the tally sheet

Assist the *sampling crew* in moving the sample into the designated sampling/sorting area

Sort the sample

Sort all Contamination material into designated baskets

Weigh baskets containing Contamination materials, and record weights on the tally sheet

Ensure homogeneity of materials

Weigh remainder material and record weights on the tally sheet

Ensure all Contamination materials are removed

Sample disposal

Sampling crew manager and sampling crew:

Dispose of all materials in a designated disposal area

Loader operator(s):

Remove disposed materials when it is safe and convenient

Data management

Sampling crew manager:

Review all forms for accuracy and completeness

Tally sheet(s)

Project manager:

Check all forms for accuracy and completeness

Tally sheet(s)

Copy all data forms

Store copies separate from the originals

Download pictures from camera

Provide copies of data for electronic input

Ensure data entry is checked for accuracy

Attachment E-1
Contamination Measurement Methodology: Single Loads

Appendix 2: Data collection forms

Appendix consists of copies of each of the following two (2) data collection forms:

- sampling placard
- tally sheet


Figure 2: Example Sampling placard

<p>Date: _____</p> <p>Jurisdiction: _____</p> <p style="text-align: center;">RSS - 1</p> <p style="text-align: center;">Cell 13</p>

Attachment E-1 Contamination Measurement Methodology: Single Loads

Figure 3: Example Tally sheet

South Bayside Waste Management Authority: Contamination Sampling


RethinkWaste
San Carlos Waste Management Authority

CONTAMINANTS	Container 1					DATE:		SAMPLE ID:	
	Container 2								
	Container 3					SAMPLING POPULATION:		SAMPLE WEIGHT:	
	Container 4								
	Container 5					TIME:		TRUCK NO.:	
	Container 6								
	Container 7					LOAD NO.:		CELL NO.:	
	Container 8								
	Container 9								
	Container 10								
ACCEPTABLE	Container 1					NOTES:			
	Container 2								
	Container 3								
	Container 4								
	Container 5								
	Container 6								
	Container 7								
	Container 8								
	Container 9								
	Container 10								

Attachment E-1 Contamination Measurement Methodology: Single Loads

Appendix 3: Equipment list

Appendix 3 provides a list of equipment necessary for all sampling and sorting activities. Extra safety equipment should be available to ensure the safety of observers or others at the sorting site.

Sorting equipment:

- Approximately twenty (20) identical sorting containers (e.g. laundry baskets or five (5) gallon buckets)
- square point shovels
- rakes
- push brooms
- digital scale, battery powered (weigh up to two hundred (200) pounds, accurate to one-tenth (1/10) of a pound)
- fifteen (15) to twenty (20) ten (10) foot by twelve (12) foot or similar size tarps
- clipboards
- data collection forms printed on Rite in the Rain paper
- permanent markers
- mechanical pencils
- tape measures
- utility knives, scissors
- duct tape
- ten (10) to fifteen (15) Carts
- ten (10) to fifteen (15) plastic receptacles
- four (4) metal eight (8) foot by twelve (12) foot tables
- one (1) metal work desk with drawer
- erasable placards and markers
- digital camera with extra flash card
- moisture probe
- six (6) special pallets with solid tops
- three (3) six cubic yard Bins
- three (3) three cubic yard Bins

Safety equipment:

- dust masks (N-95 or better)
- safety glasses
- hearing protection
- steel-toed work boots
- puncture resistant gloves
- glove liners (latex or nitrile)
- leather work gloves
- reflective safety vests (Brite Lime)
- hard hats
- safety/medical kit
- fire extinguisher
- disinfecting soap, paper towels, antiseptic towels
- water
- rubber aprons or Tyvek protective garments

**ATTACHMENT E-2
RESERVED**

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**ATTACHMENT F
FAITHFUL PERFORMANCE BOND**

1
2 **KNOW ALL PERSONS BY THESE PRESENTS, that RECOLOGY SAN MATEO COUNTY,**
3 **hereinafter called the PRINCIPAL, and**

4 _____
5 **a corporation duly organized under the laws of the State of _____,**
6 **having its principal place of business at _____,**
7 **in the State of _____, and authorized to do business as an admitted surety**
8 **insurer in the State of California, regulated by the California Insurance Commissioner and with a**
9 **financial condition and record of service satisfactory to the City of San Carlos, hereinafter called**
10 **the SURETY, are held and firmly bound to the City of San Carlos, a municipal corporation in the**
11 **State of California, hereinafter called the OBLIGEE, in the sum of estimated \$576,687.70**
12 **Dollars lawful money of the United States, for the payment of which, well and truly to be made,**
13 **we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,**
14 **firmly by these presents.**

15 **THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

16 **WHEREAS, the PRINCIPAL has entered into a Contract with the OBLIGEE for Recyclable**
17 **Materials, Organic Materials, and Solid Waste Collection Services ("Contract") and said**
18 **PRINCIPAL is required under the terms of said Contract to furnish a bond of faithful**
19 **performance of said Contract.**

20 **NOW, THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all of the**
21 **undertakings, covenants, terms and agreements of said Contract, and any modification thereto**
22 **made as therein provided, at the time and in the manner therein specified, then this obligation**
23 **shall become null and void, otherwise it shall be and remain in full force and virtue.**

24 **The SURETY, for value received, hereby agrees that no change, extension of time, alteration or**
25 **addition to the terms of the Contract or to the work to be performed thereunder, or the**
26 **specifications incorporated therein shall impair or affect its obligations on this bond, and it**
27 **hereby waives notice of any such change, extension of time, alteration or addition to the terms**
28 **of the Contract or to the work or to the specifications.**

29 **PROVIDED, however, that the SURETY shall not be liable (1) as respects to any obligations**
30 **related to said Contract occurring after two (2) years from the date of this Bond, unless this**
31 **Bond is extended, or (2) with respect to PRINCIPAL'S obligation to procure a replacement**
32 **performance bond, as provided for in Section 13.03 of the Contract. This Bond may be**
33 **extended beyond _____, 20__ in the sole discretion of the SURETY by means of a**
34 **continuation certificate in form and substance satisfactory to OBLIGEE signed at least ninety**
35 **(90) days prior to _____, 20__.**

36 **In the event suit is brought upon this Bond by the OBLIGEE and the OBLIGEE is the prevailing**
37 **party, the SURETY shall pay, in addition to the sums set forth above, all costs incurred by the**
38 **OBLIGEE in such suit, including reasonable attorneys' fees to be fixed by the court.**

**ATTACHMENT F
FAITHFUL PERFORMANCE BOND**

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IN WITNESS WHEREOF, the Principal and Surety have executed this instrument as of this
____ day of _____, 20__.

RECOLOGY SAN MATEO COUNTY
(PRINCIPAL)

By: _____
Mark R. Lomele
Executive Vice President & CFO

(SURETY)

By: _____
Attorney-In-Fact

Name: _____

* * *

Note: To be considered complete, both the principal and surety must sign this performance bond. In addition, the surety's signature must be acknowledged by a notary public and a copy of the surety's power of attorney must be attached.

ATTACHMENT G GUARANTY

1 THIS GUARANTY (the "Guaranty") is given as of the ____ day of _____, 2018, by
2 RECOLOGY INC. ("Guarantor"), to the _____ City of San Carlos, a public agency
3 ("Agency").

4 THIS GUARANTY is made with reference to the following facts and circumstances:

5 A. Recology San Mateo County ("Contractor") is a corporation organized under the
6 laws of the State of California, all of the issued and outstanding stock of which is owned by
7 Guarantor.

8 B. Guarantor is a corporation organized under the laws of the State of California.

9 C. Contractor and Agency have negotiated an Amended and Restated Agreement
10 for Solid Waste, Recyclable Materials, and Organic Materials Collection ("Agreement"), under
11 which Contractor is to provide specified services to Agency. A copy of this Agreement is
12 attached hereto and incorporated herein by this reference.

13 D. It is a requirement of the Agreement, and a condition to Agency's entering into
14 the Agreement, that Guarantor guaranty Contractor's performance of the Agreement.

15 E. Guarantor is providing this Guaranty to induce Agency to enter into the
16 Agreement.

17 NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

18 1. **Guaranty of the Agreement.** Guarantor hereby irrevocably and unconditionally
19 guarantees to Agency the complete and timely performance, satisfaction and observation by
20 Contractor of each and every term and condition of the Agreement which Contractor is required
21 to perform, satisfy or observe. In the event that Contractor fails to perform, satisfy or observe
22 any of the terms or conditions of the Agreement, Guarantor will promptly and fully perform,
23 satisfy or observe them in the place of the Contractor. Guarantor hereby guarantees prompt
24 payment to Agency of each and every sum due from Contractor to Agency under the
25 Agreement, as and when due from time to time, and the prompt performance of every other task
26 and duty to be performed by the Contractor under the Agreement.

27 2. **Guarantor's Obligations Are Absolute.** The obligations of the Guarantor
28 hereunder are direct, immediate, absolute, continuing, unconditional and unlimited and, with
29 respect to any payment obligation of Contractor under the Agreement, shall constitute a
30 guarantee of payment and not of collection, and are not conditional upon the genuineness,
31 validity, regularity or enforceability of the Agreement.

32 3. **Waivers and Subordination.** The Guarantor shall have no right to terminate
33 this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it
34 for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy,
35 reorganization or cessation of existence of the Contractor; (2) any amendment, modification or
36 waiver of any provision of the Agreement or the extension of its Term; (3) the actual or
37 purported rejection of the Agreement by a trustee in bankruptcy, or any limitation on any claim in
38 bankruptcy resulting from the actual or purported termination of the Agreement; (4) any waiver,
39 extension, release or modification with respect to any of the obligations of the Agreement
40 guaranteed hereunder or the impairment or suspension of any of Agency's rights or remedies

ATTACHMENT G GUARANTY

41 against Contractor; or (5) any merger or consolidation of the Contractor with any other
42 organization, or any sale, lease or transfer of any or all the assets of the Contractor.

43 The Guarantor hereby waives any and all rights, benefits and defenses under California
44 Civil Code Sections 2809, 2815, 2819, 2845, 2849 and 2850, and all other rights permitted to be
45 waived by Section 2856(a) including, without limitation, the right to require Agency to (a)
46 proceed against Contractor, (b) proceed against or exhaust any security or collateral Agency
47 may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit,
48 and agree that Agency may proceed against Guarantor for the obligations guaranteed herein
49 without taking any action against Contractor or any other guarantor or pledgor and without
50 proceeding against or exhausting any security or collateral Agency may hold now or hereafter
51 hold. Agency may unqualifiedly exercise in its sole discretion any or all rights and remedies
52 available to it against Contractor or any other guarantor or pledgor without impairing Agency's
53 rights and remedies in enforcing this Guarantee.

54 The Guarantor hereby waives and agrees to waive at any future time at the request of
55 Agency, to the extent now or then permitted by applicable law, any and all rights which the
56 Guarantor may have or which at any time hereafter may be conferred upon it, by statute,
57 regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or
58 surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the
59 occurrence of any one or more of the following shall not affect the liability of the Guarantor
60 hereunder: (a) at any time or from time to time, without notice to the Guarantor, the time for
61 Contractor's performance of or compliance with any of its obligations under the Agreement is
62 extended, or such performance or compliance is waived; (b) the Agreement is modified or
63 amended in any respect; (c) any other indemnification with respect to Contractor's obligations
64 under the Agreement or any security therefor is released or exchanged in whole or in part or
65 otherwise dealt with; (d) any assignment of the Agreement is effected which does not require
66 Agency's approval; or (e) any termination or suspension of the Agreement arising by reason of a
67 default by Contractor.

68 The Guarantor hereby expressly waives diligence, presentment, demand for payment or
69 performance, protest and all notices whatsoever, including, but not limited to, notices of non-
70 payment or non-performance, notices of protest, notices of any breach or default, and notices of
71 acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are
72 paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and
73 effect in the event that all or any part of such payment or performance is avoided or recovered
74 directly or indirectly from Agency as a preference, fraudulent transfer or otherwise, irrespective
75 of (a) any notice of revocation given by Guarantor or Contractor prior to such avoidance or
76 recovery, or (b) payment in full of any obligations then outstanding.

77 The Guarantor expressly subordinates and waives its rights to subrogation,
78 reimbursement, contribution or indemnity with respect to performance by Guarantor of the
79 obligations of Contractor guaranteed hereby, until such time as Agency receives payment or
80 performance in full of all such obligations.

81 **4. Term.** This Guaranty is not limited to any period of time, but shall continue in full
82 force and effect until all of the terms and conditions of the Agreement have been fully performed
83 by Contractor, and Guarantor shall remain fully responsible under this Guaranty without regard
84 to the acceptance by Agency of any performance bond or other collateral to assure the
85 performance of Contractor's obligations under the Agreement. Guarantor shall not be released
86 of its obligations hereunder so long as there is any claim by Agency against Contractor arising

ATTACHMENT G GUARANTY

87 out of the Agreement based on Contractor's failure to perform which has not been settled or
88 discharged.

89 **5. No Waivers by Agency.** No delay on the part of Agency in exercising any rights
90 under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights.
91 No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of
92 Agency to take other or further action without notice or demand. No modification or waiver by
93 Agency of any of the provisions of this Guaranty shall be effective unless it is in writing and
94 signed by Agency and by Guarantor, nor shall any waiver by Agency be effective except in the
95 specific instance or matter for which it is given.

96 **6. Attorney's Fees.** In addition to the amounts guaranteed under this Guaranty,
97 Guarantor agrees to pay actual attorney's fees and all other costs and expenses incurred by
98 Agency in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this
99 Guaranty, including any action instituted to determine the respective rights and obligations of
100 the parties hereunder.

101 **7. Governing Law: Jurisdiction.** This Guaranty is and shall be deemed to be a
102 contract entered into in and pursuant to the laws of the State of California and shall be governed
103 and construed in accordance with the laws of California without regard to its conflicts of laws
104 rules for all purposes, including, but not limited to, matters of construction, validity and
105 performance. Guarantor agrees that any action brought by Agency to enforce this Guaranty
106 may be brought in any court of the State of California and Guarantor consents to personal
107 jurisdiction over it by such courts. Guarantor appoints the following person as its agent for
108 service of process in California:

109 Michael J. Sangiacomo
110 Recology Inc.
111 50 California Street, 24th Floor
112 San Francisco, CA 94111

113 **8. Severability.** If any portion of this Guaranty is held to be invalid or
114 unenforceable, such invalidity shall have no effect upon the remaining portions of this Guaranty,
115 which shall be severable and continue in full force and effect.

116 **9. Binding on Successors.** This Guaranty shall inure to the benefit of Agency and
117 its successors and shall be binding upon Guarantor and its successors, including a successor
118 entity formed by a merger or consolidation, a transferee of substantially all of its assets, and its
119 shareholders in the event of its dissolution or insolvency.

120 **10. Authority.** Guarantor represents and warrants that it has the corporate power to
121 give this guaranty, that its execution of this Guaranty has been authorized by all necessary
122 action under its Articles of Incorporation and by-laws, and that the person signing this Guaranty
123 on its behalf has authority to do so.

124 **11. Notices.** Notice shall be given in writing, deposited in the U.S. mail, registered
125 or certified, first class postage prepaid, addressed as follows:

126

**ATTACHMENT G
GUARANTY**

127 To Agency:
128 City of San Carlos
129 600 Elm St.
130 San Carlos, CA 94070
131

132 ATTN: City Clerk
133

134 With a copy to Agency's Attorney at the same address.

135 To Guarantor: Recology Inc.
136 50 California Street, 24th Floor
137 San Francisco, CA 94111
138 Attention: Legal Department

139 The parties may change the address to which notice is to be sent by giving the other
140 party notice of the change as provided in this Section.

141

142 IN WITNESS WHEREOF, Guarantor has executed this Guaranty on the day and year
143 first above written.

144

RECOLOGY INC.

By: _____
Michael J. Sangiacomo
President and Chief Executive Officer

By: _____
Cary Chen
Corporate Secretary

145

146

ATTACHMENT H DELINQUENT PAYMENT POLICY

Delinquent Payment

Single-Family Residential Customers will be considered delinquent sixty (60) Days after start of the quarter in which Collection services are provided by Contractor and Multi-Family Dwelling and Commercial Customers will be considered delinquent thirty (30) Days after payment is due to Contractor.

Contractor may assess a late fee, at a Rate not to exceed twenty-five percent (25%) of the unpaid balance of Single-Family Residential Customers Bills, and at a Rate not to exceed ten percent (10%) of the balance for Multi-Family Residential and Commercial Customers, monthly if payment is not received by Contractor within thirty (30) Days after the account becomes delinquent. Contractor must provide all delinquent Accounts with written notice of its intent to assess late fees at least (15) Days prior to such an assessment.

Contractor may discontinue service to any Account, if payment is not received by Contractor within thirty (30) Days after the Account becomes delinquent. Contractor must provide all delinquent Accounts with written notice of its intent to discontinue service at least thirty (30) Days prior to such discontinuance. Agency shall allow Contractor to collect a premium fee to initiate service at a discontinued service Account, in an amount not to exceed the base monthly Rate for the existing service level for Residential, Multi-Family Residential and Commercial Customers.

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Performance incentives (in the form of increased compensation to Contractor) will be awarded for excellent performance on aspects of Solid Waste diversion and Customer service as specified in this Attachment. Any performance incentive for achieving or surpassing the performance standards specified herein shall be added to Contractor's Compensation during the Rate Year immediately following the calculation and award of the performance incentive. Performance disincentives will be assessed for substandard performance on aspects of Solid Waste diversion, Collection service delivery, and Customer service as specified in this Attachment. Any performance disincentives for performance falling below standards as specified herein shall be subtracted from Contractor's Compensation during the Rate Year immediately following the calculation and assessment of the performance disincentive.

1. GENERAL

Agency shall provide an incentive payment to Contractor for exceeding the following two (2) performance standards:

- Overall Diversion Level
- Average Speed of Answer

Agency shall assess a disincentive payment to Contractor for not meeting the following five (5) performance standards:

- Minimum Single-Family Diversion Level
- Minimum Commercial Diversion Level
- Commercial or Single-Family Missed Pick-Up Collection Events
- Average Speed of Answer
- Ninety (90) Second Maximum Hold Time

Table 1 provides a summary of the incentives and disincentives, which is described in detail in Sections 2 through 5 of this Attachment. Section 6 of this Attachment describes the incentive and disincentive payment procedures.

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ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Summary of Incentives/Disincentives

TABLE 1			
Performance Incentive and Disincentive	Disincentive Payment Threshold	Incentive Payment Threshold	Performance Incentive/Disincentive Payment Amount
Annual Diversion Level			
Overall Diversion Level	Not applicable	Level > Average level for the prior five (5) Rate Years as further described in Section 2 of this Attachment	Incentive payment = \$70.00 per Ton
Minimum Single-Family Diversion Level	Level < Average level for the prior five (5) Rate Years as further described in Section 2 of this Attachment	Not applicable	Disincentive payment = \$70.00 per Ton
Minimum Commercial Diversion Level	Level < Average level for the prior five (5) Rate Years as further described in Section 2 of this Attachment	Not applicable	Disincentive payment = \$70.00 per Ton
Commercial or Single-Family Missed Pick-Up Collection Events	Actual > 0	Not applicable	Disincentive payment = \$50.00 per Missed Pick-Up Collection Event
Average Speed of Answer	Actual > 30 seconds	Actual < 15 seconds	Incentive or disincentive payment = \$500 per second above or below the threshold
Ninety (90) Second Maximum Hold Time	Actual < 100% of all calls received are answered in ninety (90) seconds or less	Not applicable	Disincentive payment = \$5.00 per number of calls exceeding the threshold

2. DIVERSION LEVELS

Definition of Calculated Diversion Level

The Single-Family, Commercial, and Overall Diversion Levels achieved shall be calculated based on the methodology shown in the following example:

TABLE 2

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Service Sector	Material Type	Annual Tons Collected	Calculated Diversion Level
Single-Family			
	Targeted Recyclable Materials	35,000	
	Other Recyclable Materials	3,000	
	Organic Materials	<u>51,000</u>	
	Total Materials for Diversion	89,000	
	Solid Waste	<u>80,000</u>	
	Total Materials Collected	169,000	
	Calculated Single-Family Diversion Level		52.7%
Multi-Family			
	Targeted Recyclable Materials	8,000	
	Other Recyclable Materials	1,000	
	Organic Materials	6,000	
	Plant Materials	<u>1,000</u>	
	Total Materials for Diversion	16,000	
	Solid Waste	<u>30,000</u>	
	Total Materials Collected	46,000	
	Calculated Diversion Level		34.8%
Commercial			
	Targeted Recyclable Materials	28,000	
	Other Recyclable Materials	2,000	
	Organic Materials	13,000	
	Plant Materials	<u>5,000</u>	
	Total Materials for Diversion	48,000	
	Solid Waste	<u>147,000</u>	
	Total Materials Collected	195,000	
	Calculated Diversion Level		24.6%
Agency Facilities			
	Targeted Recyclable Materials	2,000	
	Other Recyclable Materials	500	
	Organic Materials	500	
	Plant Materials	<u>200</u>	
	Total Materials for Diversion	3,200	
	Solid Waste	<u>9,000</u>	
	Total Materials Collected	12,200	
	Calculated Diversion Level		26.2%
Commercial (includes Multi-Family, Commercial, and Agency Facilities)			
	Targeted Recyclable Materials	38,000	
	Other Recyclable Materials	3,500	
	Organic Materials	19,500	
	Plant Materials	<u>6,200</u>	
	Total Materials for Diversion	67,200	
	Solid Waste	<u>186,000</u>	
	Total Materials Collected	253,200	
	Calculated Commercial Diversion Level		26.5%
Overall (includes Single-Family, Multi-Family, Commercial, and Agency Facilities)			
	Targeted Recyclable Materials	73,000	
	Other Recyclable Materials	6,500	
	Organic Materials	70,500	
	Plant Materials	<u>6,200</u>	
	Total Materials for Diversion	156,200	
	Solid Waste	<u>266,000</u>	
	Total Materials Collected	422,200	
	Calculated Overall Diversion Level		37.0%

Exceptional Diversion Level Performance

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Contractor shall receive an incentive payment if the calculated Overall Diversion Level achieved by Contractor in any given Rate Year exceeds the arithmetic average of the calculated Overall Diversion Levels for the five (5) Rate Years prior to the Rate Year under consideration. The incentive payment for Rate Year Eleven (2021) shall equal seventy dollars (\$70.00) per Ton for each Ton over that threshold. In subsequent Rate Years, the per-Ton incentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K.

For example, when assessing the potential for an incentive payment for completed Rate Year Sixteen, the Rate Year Sixteen Overall Diversion Level shall be compared to the average of the calculated Overall Diversion Level for Rate Years Eleven, Twelve, Thirteen, Fourteen, and Fifteen.

Continuing the example, if the calculated Overall Diversion Levels for Rate Years Eleven through Fifteen were 36.5%, 36.7%, 36.8%, 36.9% and 37.1%, respectively, then the arithmetic average over such five (5) Rate Year period would be 36.8%. This is the threshold that Contractor would need to exceed in Rate Year Sixteen to earn an incentive payment.

If in Rate Year Sixteen the Contractor Collected the Tonnages set forth in Table 2 above, then the amount of the performance incentive would be calculated as follows:

Total Tons of material actually Collected:	422,200
Tons of Recyclable Material* required to be Collected to meet threshold:	155,370 (= 422,200 x 0.368)
Tons of Recyclable Material* actually Collected:	156,200
Amount by which Contractor exceeded threshold:	830 (= 156,200 – 155,370)
Incentive payment:	\$58,100 (= 830 x \$70.00)**

* For purposes of this calculation, Recyclable Materials Collected shall include the sum of Targeted Recyclable Materials, Other Recyclable Materials, and Organic Materials Collected, without adjusting for Contamination pursuant to the definition of "Overall Diversion Level" in Attachment A.

** For simplicity purposes, \$70 per Ton has been used in this calculation; however, it is the amount for Rate Year Eleven (2021). The amount for Rate Year Sixteen would equal \$70 per Ton adjusted annually by the Annual Index Change in the CPI-U.

Minimum Diversion Level Requirements

Minimum Single-Family Diversion Level

Contractor shall be assessed a Disincentive Payment if the calculated Single-Family Diversion Level in any given Rate Year is less than the arithmetic average of the calculated Single-Family Diversion Levels for the five (5) Rate Years prior to the Rate Year under consideration. The disincentive payment for Rate Year Eleven (2021) shall equal seventy dollars (\$70.00) per Ton for each Ton under that arithmetic average. In subsequent Rate Years, the per-Ton incentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K.

Minimum Commercial Diversion Level

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Contractor shall be assessed a Disincentive Payment if the calculated Commercial Diversion Level in any given Rate Year is less than the arithmetic average of the calculated Commercial Diversion Levels for the five (5) Rate Years prior to the Rate Year under consideration. The disincentive payment for Rate Year Eleven (2021) shall equal seventy dollars (\$70.00) per Ton for each Ton under that arithmetic average. In subsequent Rate Years, the per-Ton incentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K.

3. COMMERCIAL OR SINGLE-FAMILY MISSED PICK-UP COLLECTION EVENTS

Contractor shall be assessed a disincentive payment for the actual number of Commercial or Single-Family Missed Pick-Up Collection Events for Agency that occur during each month. The disincentive payment for Rate Year Eleven (2021) shall equal fifty dollars (\$50.00) per Commercial or Single-Family Missed Pick-Up Collection Event. In subsequent Rate Years, the disincentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K. Disincentive payments for Missed Pick-Up Collection Events will be based on the following example:

Actual number of Commercial or Single-Family Missed Pick-Up Collection Events = 87

Allowable threshold of Commercial or Single-Family Missed Pick-Up Collection Events = 0

Example disincentive payment calculation: $87 \times \$50 = \$4,350$

4. AVERAGE SPEED OF ANSWER AT CUSTOMER SERVICE CENTER

Exceptionally Fast Average Speed of Answer

Contractor shall receive an incentive payment if the actual Average Speed of Answer is less than fifteen (15) seconds each month. The incentive payment for Rate Year Eleven (2021) shall equal five hundred dollars (\$500.00) per second for each second below the Average Speed of Answer Standard. In subsequent Rate Years, the incentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K. The incentive payment shall be calculated based on the following example:

Actual Average Speed of Answer = 14 seconds

Average Speed of Answer Standard = 15 seconds

Incentive payment is required if the Actual Average < 15 seconds

Example incentive payment calculation: $15 - 14 = 1 \text{ second} \times \$500.00 = \$500.00$

If the actual Average Speed of Answer is equal to or greater than fifteen (15) seconds each month, no incentive payment will be provided.

Maximum Average Speed of Answer

Contractor shall be assessed a disincentive payment if the Average Speed of Answer is greater than or equal to thirty (30) seconds each month. The disincentive payment for Rate Year Eleven (2021) shall equal five hundred dollars (\$500.00) per second for each second greater than or equal to the Average Speed of Answer Standard. In subsequent Rate Years, the disincentive payment amount shall be adjusted by the Annual Index

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Change in the CPI-U, which is described in Attachment K. If Contractor fails to achieve the maximum Average Speed of Answer, the Agency shall assess a disincentive payment based on the following example:

Actual Average Speed of Answer = 47 seconds

Average Speed of Answer Standard = 30 seconds

Disincentive payment is required if the Actual Average > 30 seconds

Example disincentive payment calculation: $47 - 30 = 17$ seconds \times \$500.00 = \$8,500

If the actual Average Speed of Answer is equal to or greater than fifteen (15) seconds and less than thirty (30) seconds each month, neither incentives or disincentives shall be applied.

5. NINETY SECOND (90) MAXIMUM HOLD TIME

The maximum Hold Time shall be ninety (90) seconds. A disincentive payment shall apply if the percentage of calls exceeding this ninety (90) second threshold in a given quarter exceeds five percent (5%) of the calls received in that quarter. Quarters shall be calendar quarters (e.g., the first quarter of the Rate Year includes January, February, and March). The disincentive payment for Rate Year Eleven (2021) shall equal five dollars (\$5.00) per call above the ninety (90) second Hold Time in a given quarter that exceeds five percent (5%) of the calls received in that quarter. In subsequent Rate Years, the disincentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K. If Contractor fails to achieve this performance standard, the Agency shall assess a disincentive payment based on the following example:

Total number of calls received in quarter = 19,380

5% of total number of calls received in quarter = $19,380 \times 0.05 = 969$

Actual number of calls in quarter exceeding 90 second Hold Time = 1,281

Number of calls exceeding 90 second Hold Time in excess of 5% threshold = $1,281 - 969 = 312$

Example disincentive payment calculation: $312 \times \$5.00 = \$1,560$

6. INCENTIVE/DISINCENTIVE PAYMENT PROCEDURES

A. **Record Keeping.** In accordance with Article 9, records shall be maintained by Contractor for Agency in a manner that adequately demonstrates and documents Contractor's performance in accordance with this Agreement. The records shall be sufficient for Agency and SBWMA to determine Contractor's compliance with the specified performance standards.

B. **Determination of Achievement of Performance Standards.** In accordance with the requirements of Sections 9.06, 9.07, and 11.07.E, Contractor shall provide with its quarterly and annual reports, a report that identifies compliance with the performance standards listed in this Attachment and calculation of the performance incentive payments and disincentive assessments due.

Performance incentives and disincentives for Overall Diversion Level, minimum Single-Family Diversion Level, minimum Commercial Diversion Level, Average

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Speed of Answer, and ninety (90) second maximum Hold Time shall be calculated in aggregate for the SBWMA Service Area and Agency's share shall be proportional based on the Tons of Solid Waste Collected in the previous Rate Year by Contractor. Performance disincentives for Single-Family Missed Pick-Up Collection Events shall be calculated separately for each Agency.

The incentives and disincentives that will be calculated monthly include:

- Commercial or Single-Family Missed Pick-Up Collection Events
- Average Speed of Answer
- Ninety (90) Second Maximum Hold Time

The incentives and disincentives that will be calculated annually include:

- Overall Diversion Level
- Minimum Single Family Diversion
- Minimum Commercial Diversion Level

- C. **Amount.** The incentive and disincentive payment amounts shall be determined in accordance with the formulas presented in Sections 2 through 5 of this Attachment I. Notwithstanding any other provision of this Agreement, except for Commercial or Single-Family Missed Pick-Up Collection Events, on an annual basis, the maximum disincentive payments by Contractor shall not exceed one hundred thousand dollars (\$100,000) in total for all Member Agencies, and the maximum incentive payments to Contractor shall not exceed one hundred thousand dollars (\$100,000) in total for all Member Agencies.
- D. **Timing of Payment.** Payments related to performance incentives and disincentives that are calculated monthly and annually are to be included in Contractor's annual Application for adjustment to Contractor's Compensation. Contractor's Compensation for the next Rate Year will be increased or decreased by the net amount of performance incentive payments and disincentive assessments calculated. If performance incentive or disincentives payments are due for performance in the last two (2) Rate Years, the amount shall not be reflected in an adjustment to Contractor's Compensation. Instead, payments shall be made directly by the Agency to the Contractor for incentive payments or directly by the Contractor to the Agency for disincentive payments. Such payments shall be made within thirty (30) days of the determination of the amount due. The SBWMA will review Contractor's calculations of incentives and disincentive payments and underlying data for accuracy, will confer with Member Agencies to confirm data as to each Member Agency, and will meet with Contractor to resolve any errors or inconsistencies.
- E. **Disputes by Contractor.** Contractor may, within ten (10) calendar days after receiving the Agency's or SBWMA's written notice containing Agency's or SBWMA's revised determination of incentive and disincentive payments, provide written notice to Agency and SBWMA of any disagreement with Agency's or SBWMA's determination. Contractor may present evidence in writing to support its position. Agency and SBWMA shall review Contractor's submission and within ten (10)

ATTACHMENT I
PERFORMANCE INCENTIVES AND DISINCENTIVES

calendar days shall schedule a meeting with Contractor to discuss Contractor's concerns. The decision of Agency or SBWMA shall be final.

Attachment J Liquidated Damages

The following table lists the events that constitute breaches of the Agreement's standard of performance warranting the imposition of Liquidated Damages; the acceptable performance level; the definition of the Complaint, incident, or event; the method by which occurrences will principally be tracked (by Contractor or Agency), and the amount of Liquidated Damages for failure to meet the contractually-required standard of performance.

Contractor is required to maintain records of Customer Complaints which show for each Complaint: date and time received; name, address and telephone number of caller; nature of Complaint (e.g., missed pick-up, excessive noise, property damage, etc.); name of employee receiving Complaint; action taken by Contractor to respond to Complaint; and date Complaint was resolved.

Contractor shall submit to Agency with its quarterly report a Liquidated Damages report which summarizes the number of Complaints in each category and computes the amount (if any) of Liquidated Damages accrued by month during the preceding quarter. If Agency requests, Contractor shall also provide a printout of the full records for the quarter.

The Liquidated Damage amounts specified in this Attachment are effective for Rate Year Eleven (2021). In subsequent Rate Years, the Liquidated Damage amounts shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K.

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TABLE 1

Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
<p>COLLECTION QUALITY</p> <p>Collection Quality Complaint (Includes Solid Waste, Recyclable Materials and Organic Materials Collection service)</p>	<p>Number of "Collection quality Complaints" is less than or equal to thirty (30) per month for each of the following three categories (i.e., A, B and C) for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.</p>	<p>"Collection quality Complaints" shall include all Complaints received regarding events described under Items 1A through 1C herein.</p>	<p>Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded for each category (Items 1A through 1C) for the Agency</p>	<p>\$150 per Complaint received above the acceptable performance level</p>
<p>A. Unauthorized Collection Hours (includes: Solid Waste, Recyclable Materials and Organic Materials Collection service)</p>	<p>See above</p>	<p>Each Complaint that Contractor has performed Collection services outside of hours authorized in Section 8.01.A.</p>	<p>See above</p>	<p>See above</p>
<p>B. Inadequate Care of or Damage to Private Property</p>	<p>See above</p>	<p>Each Complaint that Contractor has not closed a Customer's gate, has crossed planted areas, or has damaged private property (including damage of private vehicles) pursuant to Section 8.02.H.</p>	<p>See above</p>	<p>See above</p>

TABLE 1

Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
C. Failure to Resolve Property Damage Claims	See above	Each Complaint of Contractor's failure to resolve claims of damage to property within thirty (30) calendar days of the date the Complaint of damage was reported pursuant to Section 8.02.H.	See above	See above

TABLE 1

Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
2.	<p>Failure to Provide New Service or Initiate Change in Service</p> <p>Number of "Failures to Provide New Service or Initiate Change in Service" is less than or equal to sixty (60) each month for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.</p>	<p>Each Complaint of Contractor's failure to provide new service or change an existing service level within five (5) Business Days of receiving the request pursuant to Section 8.02.C.</p>	<p>Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.</p>	<p>\$100 per Complaint received above the acceptable performance level</p>

TABLE 1

Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
3. Improper Container Placement Complaints	The number of "Improper Container Placement Complaints" shall be less than or equal to 500 per month for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.	Each Complaint of Contractor's failure to return empty Containers to original location (or alternate location if original location was not safe with regard to pedestrian and vehicular traffic), and each Complaint of failure to place Containers in an upright position with lids closed pursuant to Section 8.02.B.1, provided that Contractor shall not be responsible for placement of Containers that are moved due to wind, rain or other inclement weather conditions, third parties or other factors outside Contractor's reasonable control.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$50 per Complaint above the acceptable performance level
4. Failure to Effectively Distribute Non-Collection Notices	The number of non-collection notices that Contractor distributes is at least 50% of all Container set-outs that require a non-collection notice based on the presence of contamination.	An event is a Container set-out that contains contamination but was not provided a non-collection notice.	Contractor shall provide a report on a monthly basis that contains information on Contractor's use of non-collection notices.	\$25 per event

TABLE 1

Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
5. Excessive Noise Complaints	The number of "excessive noise Complaints" shall be less than or equal to sixty (60) per month for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.	Each Complaint of excessive noise reportedly related to Contractor's Collection operations pursuant to Section 8.02.J.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$50 per Complaint above the acceptable performance level
6. Unacceptable Employee Behavior	No incidents or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each Complaint of reportedly discourteous, rude, or inappropriate behavior by Collection vehicle personnel, Customer service personnel, or other employees of Contractor pursuant to Section 8.06.J.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$250 per Complaint
7. A. Complaints of Spills of Discarded Materials	The number of "Complaints of spills of Discarded Materials" shall be less than or equal to one-hundred and twenty (120) per month for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.	Each Complaint of litter, or spills of Solid Waste, Recyclable Materials, or Organic Materials near Containers or on public streets and Contractor's failure to pick up or clean up such material immediately pursuant to Section 8.02.I.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$50 per Complaint above the acceptable performance level
B. Complaints of Failure to Clean Up Spills of Discarded Materials	See above	Each Complaint of Contractor failing to clean up Solid Waste, Recyclable Materials, or Organic Materials that were littered on public property pursuant to Section 8.02.I.	See above	See above

TABLE 1

Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
8. Spills of Vehicle Fluids	No incidents or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each Complaint of unreasonable leaks or spills of hydraulic fluids, fuel, motor oil, and other motor vehicle fluids and liquids from the Collection vehicle on public streets pursuant to Section 8.02.1.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$500 per Complaint
9. Untimely Scheduling of Bulky Item Collections	No incidents or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each failure to schedule and perform a Bulky Item Collection within ten (10) Business Days of Customer's request subject to exceptions described in Section 5.05.H of the Agreement.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency; and, shall document all Bulky Item Collections including date of Customer's request and actual date of service, and, upon request shall provide reports for the Agency's review.	\$100 per incident

TABLE 1

Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
10. Abandoned Waste	No incidents or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each failure to Collect abandoned waste within one (1) Business Day after notice provided in accordance with Section 5.09.A, unless such failure resulted from the volume of requests exceeding the maximum of thirty (30) scheduled events per day set forth in Section 5.09.A..	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency; and, shall document all Abandoned Waste Collections including date of notice and actual date of service, and, upon request shall provide reports for the Agency's review.	\$100 per incident
Customer Service Quality	No failures or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each failure to resolve or remedy a Complaint or Inquiry within ten (10) Business Days of receipt of Complaint or Inquiry pursuant to Section 7.02.D, with the exception of missed pick-ups which are addressed in Attachment I or other service related events that have Liquidated Damages associated with them.	Contractor shall document all Complaints and Inquiries including the date of response pursuant to Section 7.02.D, and, upon request, shall provide detailed reports for the Agency's review.	\$100 per incident
1.	Untimely Resolution of Complaints and Inquiries			

TABLE 1

Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
<p>1.</p> <p>Reporting</p> <p>Late Submittal of Reports, Application, Proposal, or Other Submittals</p>	<p>Report, application or proposal shall be submitted on the date or in accordance with the timeframe specified in this Agreement.</p>	<p>For each day Contractor fails to submit: (i) reports in the timeframe specified in Article 9; (ii) Application for determination of Contractor's Compensation in the timeframe specified in Article 11; (iii) proposal requested by Agency for change in service in the timeframe specified in Article 9; and (iv) other submittals required by this Agreement in the timeframe specified in this Agreement.</p>	<p>Contractor's submittal dates shall be recorded and compared to the submittal requirements of the Agreement</p>	<p>\$250 per day for each day report is overdue</p>
<p>2.</p> <p>Submittal of Inaccurate Report, Application, Proposal, or Other Submittals and Correspondence</p>	<p>Report, application, proposal or correspondence submitted does not contain inaccurate, misleading or erroneous data and information.</p>	<p>For each day Contractor fails to submit corrections or restatements rectifying the inaccurate, misleading or erroneous data and information contained in reports, applications, proposals or correspondence submitted to Agency or SBWMA commencing with the third (3rd) Business Day after receiving notification from Agency or SBWMA of Contractor having submitted inaccurate, misleading or erroneous data and information.</p>	<p>The data and information contained in Contractor's submittal shall be recorded and verified for accuracy by Agency or SBWMA.</p>	<p>\$250 per day for each day inaccurate or erroneous information is not corrected by Contractor commencing with the third (3rd) Business Day after receiving notification from Agency or SBWMA of Contractor having submitted inaccurate, misleading or erroneous data and information</p>

TABLE 1

Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
3. Failure to Perform and Report on Billing Review	Reports on billing reviews are submitted on time.	Failure to conduct Billing reviews and report on the findings of the review pursuant to Section 7.01.F.	Contractor's submittal dates shall be recorded and compared to the submittal requirements of the Agreement	\$250 per day for each day report is overdue
1. Other Disposal of Diversion Program Materials	Contractor does not Dispose of Recyclable Materials or Organic Materials Collected.	For each Ton of Recyclable Materials or Organic Materials Disposed of without written approval of the Agency pursuant to Section 8.02.D.	Alleged incidents shall be investigated by Agency	\$175 per Ton Disposed for Recyclables \$100 per Ton Disposed for Organics
2. Use of Unauthorized Facilities	Each Ton of material shall be delivered to the Designated Transfer and Processing Site.	For each Ton of Solid Waste, Recyclable Materials or Organic Materials that is not delivered to the Designated Transfer and Processing Facility pursuant to Section 6.01.	Alleged incidents shall be investigated by Agency	\$175 per Ton Delivered to unauthorized facility for Recyclables \$100 per Ton Delivered to unauthorized facility for Organics and Solid Waste

Table 2: Monthly Allowances for Each Member Agency for Select Collection Quality Standards

Member Agency	Monthly Percentage Threshold*	Collection Quality Performance Standard Number				
		1A, 1B, 1C	2	3	5	7.A
Atherton	2.48%	1	1	12	1	3
Belmont	7.15%	2	4	36	4	9
Burlingame	7.01%	2	4	35	4	8
Hillsborough	3.89%	1	2	19	2	5
EPA	4.44%	1	3	22	3	5
Foster City	7.15%	2	4	36	4	9
Menlo Park	8.35%	3	5	42	5	10
Redwood City	18.41%	5	12	92	12	22
San Carlos	9.08%	3	5	45	5	11
San Mateo	21.61%	6	14	108	14	25
North Fair Oaks (CSA-8)	2.77%	1	2	14	2	3
WBSD	2.34%	1	1	12	1	3
Unincorporated County	5.32%	2	3	27	3	6
Total Acceptable Performance Level	100.00%	30	60	500	60	120

* Monthly percentage threshold was calculated based on total monthly SFD Service Opportunities as of March 2017.

Attachment K
Contractor's Compensation
and
Rate Setting Process

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**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

1. Introduction

As provided in Article 11 of the Agreement, Member Agencies expect the SBWMA, of which they are all members, to provide substantial assistance in administering the annual review of Contractor's Compensation and the integration of that review with Member Agencies' adjustment of Rates and Charges billed to Customers for Contractor's services.

This Attachment describes the process for adjusting Contractor's Compensation, Rates, and Charges for Rate Year Eleven (2021) and each year thereafter. Note that Contractor's Compensation and Rate setting process for Rate Years One (2010) through Ten (2020) is described in the 2009 Franchise Agreement, as amended by Section 11.02.F of the Agreement.

This Attachment presents definitions of terms specifically related to this Attachment (Section 2); describes Contractor's accountability regarding Contractor's Compensation assumptions (Section 3); the procedures by which specific elements of Contractor's Compensation will be adjusted annually (Section 4); the procedure by which Agency may elect to stabilize Rates by carrying forward a portion of Contractor's Compensation (Section 5); the format and content of Contractor's annual Application for adjustments in Contractor's Compensation (Section 5); the actions to be taken by SBWMA in reviewing that Application (Section 6); allocating Contractor's Compensation among Member Agencies (Section 7); an explanation of Pass-Through Costs (Section 8); reconciling the revenue earned by Contractor each Rate Year with the approved Contractor's Compensation for that Rate Year (Section 9); preparing and reviewing reports to Member Agencies with recommendations for adjustments in each Member Agency's Rates (Section 10); a discussion of Performance Incentives and Disincentives (Section 11); and the role of each Member Agency in establishing Rates and the Rate structure (Section 12).

SBWMA and Contractor may agree to modifications in the procedures and schedules in this Attachment in order to adapt them to changed circumstances or to improve their efficiency and timeliness. Before implementing any such modifications, SBWMA will provide at least thirty (30) Days prior written notice to all Member Agencies. The notice will include an explanation of the reason(s) for the proposed modification(s) and the section(s) of this Attachment that would be affected by the proposed modification(s).

2. Definitions

The following terms are defined for the purposes of this Attachment K. Other terms that are capitalized that are not otherwise defined in this Attachment or in Attachment A of the Agreement are defined by reference to the line items as they appear in projected 2021 Contractor's Compensation in Attachment N.

- A. **"Annual Index Change"** means the average CPI value for the 12-month period ending April of the then-current Rate Year minus the average CPI value for 12-month period ending April of the most-recently-completed Rate Year, divided by the average CPI value for the 12-month period ending April of the most-recently completed Rate Year. The Annual Index Change shall be rounded to the nearest thousandth. The Annual Index Change may be a positive or negative value, which results in increases or decreases when costs are adjusted pursuant to Section 4.

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

For example, if the Contractor is preparing its Application for Contractor's Compensation to be effective for Rate Year Twelve (2022), the Annual Index Change for CPI-U shall be calculated as follows: [(Average CPI-U for May 2020 through April 2021) – (Average CPI-U for May 2019 through April 2020)] / (Average CPI-U for May 2019 through April 2020).

- B. **"CPI-U"** means the All Urban Consumers Index (CPI-U) compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters.

CPI-U Parameters:

Area – San Francisco-Oakland-San Jose Metropolitan Area
Item – All Items
Base Period – Current 1982-84=100
Not seasonally adjusted
Periodicity – Bi-monthly
Series ID – CUURA422SA0

- C. **"CPI-U-Motor Fuel"** is the index that shall be used to adjust diesel fuel costs and means All Urban Consumers Index for Motor Fuel compiled and published by the U. S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters:

CPI-U-Motor Fuel Parameters:

Area – San Francisco-Oakland-San Jose Metropolitan Area
Item – Motor Fuel
Base Period – Current 1982-84=100
Not seasonally adjusted
Periodicity – Monthly
Series ID – CUURA422SETB

- D. **"CPI-W-Wages"** means the Consumer Price Index, Urban Wage Earners and Clerical Workers compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters.

CPI-W Parameters:

Area – San Francisco-Oakland-San Jose Metropolitan Area
Item – All Items
Base Period – Current 1982-84=100
Not seasonally adjusted
Periodicity – Bi-monthly
Series ID – CWURA422SA0

- E. **"CPI-W-Medical"** means the Consumer Price Index, Urban Wage Earners and Clerical Workers, Medical Care, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters.

CPI-W-Medical Parameters:

Area – San Francisco-Oakland-San Jose Metropolitan Area
Item – Medical Care

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

Base Period – Current 1982-84=100

Not seasonally adjusted

Periodicity – Bi-monthly

Series ID – CWURA422SAM

- F. **“Compensation Adjustment Factor”** means the amount of change in the Contractor's Compensation for the then-current Rate Year compared to the coming Rate Year.
- G. **“Potential Cap Carry Forward”** means the amount of Member Agency's share of Contractor's Compensation for the coming Rate Year that Member Agency may elect to defer (carry forward) to the subsequent Rate Year, which is calculated as provided in Section 5.
- H. **“Cap Carry Forward”** means the amount that Member Agency actually elects to defer (carry forward) from the coming Rate Year to the subsequent Rate Year pursuant to Section 5, which shall be included in Member Agency's share of Contractor's Compensation as an adjustment for such subsequent Rate Year.
- I. **“Direct Cost”** means those costs directly attributable to the provision of Collection services including, but not limited to, costs for Collection vehicle personnel and related benefits, payroll taxes, and workers compensation insurance; Collection vehicle fuel; and other direct costs.
- J. **“Indirect Cost”** means those costs not directly attributable to provision of Collection service, which costs are aggregated into an overhead cost pool(s). Indirect costs include, but are not limited to, costs for general and administrative, general operations, vehicle maintenance, and container maintenance costs.

3. Contractor Accountability for Proposal Assumptions

The method of adjusting Contractor's Compensation holds Contractor accountable for several projections and assumptions on which its projected 2021 costs were based, and which are incorporated into the baseline costs shown on Attachment N, including: proposed technology, route productivity, Single-Family Container placement assumptions, and Customer recycling/organics participation rates, as follows:

- **Proposed Technology** – No additional adjustments shall be made to Contractor's Compensation if the technology proposed by Contractor does not achieve the intended results or productivity. (If a Change in Law requires consideration of new or alternative technology or if the Parties mutually agree to consider a change in technology, cost impacts related to the change in technology will be addressed under the applicable provisions of the Agreement).
- **Route Productivity** – The assumptions regarding route productivity directly impact costs related to labor, route hours, vehicles, fuel use, and vehicle maintenance. No adjustments to Contractor's Compensation will be made for differences between route productivity levels assumed in Attachment N and actual route productivity.

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

- Customer Recycling and Organic Program Participation Levels – Contractor's estimate of the number of Single-Family Dwelling, Multi-Family, and Commercial Customers that will be provided Targeted Recyclable Materials and Organic Materials Collection Service is incorporated into the baseline costs shown on Attachment N. No adjustments to Contractor's Compensation will be made for differences between estimated and actual participation levels with the exception of adjustments for changes in service level pursuant to Section 4 of this Attachment.

4. Adjustments to Contractor's Compensation

The annual process for adjusting Contractor's Compensation is summarized in Table 1. Column One of the table describes the adjustment of Contractor's projected 2021 costs shown on Attachment N to establish Rate Year Eleven (2021) Contractor's Compensation; Column Two describes annual adjustments to determine Contractor's Compensation for Rate Year Twelve (2022) and each year thereafter. When determining the Contractor's Compensation for the coming Rate Year, separate cost adjustment calculations shall be performed for the following Service Sectors and Lines of Business, which shall encompass all portions of Contractor's Compensation:

- Single-family Solid Waste
- Single-family Targeted Recyclable Materials (including Household Batteries, Cell Phones, Used Motor Oil, and Used Motor Oil Filters)
- Single-family Organic Materials including Holiday Trees
- Single-family Bulky Item Materials (two On-Call Bulky Collection events)
- Multi-Family and Commercial Cart and Bin Solid Waste
- Multi-Family and Commercial Cart and Bin Targeted Recyclable Materials
- Multi-Family and Commercial Cart and Bin Organic Materials including Holiday Trees
- Multi-Family and Commercial Drop Box
- Multi-Family Bulky Item Materials (two On-Call Bulky Collection events)
- Agency Facilities Cart and Bin Solid Waste
- Agency Facilities Cart and Bin Targeted Recyclable Materials
- Agency Facilities Cart and Bin Organic Materials
- Agency Facilities Drop Box
- Agency Facilities Venues and Events

The total Contractor's Compensation shall equal the sum of Contractor's Compensation for each of the above Lines of Business. For purposes of Attachment K, "Multi-Family and Commercial" shall be considered one Service Sector.

Table 1 describes the process for adjusting costs for service level changes (in addition to other adjustments to costs). The Parties agree that service level changes shall not be made for Contractor's Compensation for Single-family and Multi-Family Bulky Item Materials (two On-Call Bulky Collection events) as long as Contractor is subject to the average daily limit of one hundred fifty (150) Bulky Item Collection service events, as set forth in Section 5.05.H of the Agreement.

All other adjustments described in Table 1 shall be applicable to the above Service Sectors and Lines of Business. Adjustments for changes in service levels for the above Service Sectors and Lines of Business may also occur in accordance with Section 15.12 of the Agreement.

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

If Contractor's Compensation is adjusted under the 2009 Franchise Agreement after Rate Year Six (2016) but before Rate Year Eleven (2021) due to a Change in Law or Customer migration under Sections 11.05.A.3 or 11.05.A.4 of the 2009 Franchise Agreement, or an Agency-directed change under Section 15.12 of the 2009 Franchise Agreement, then Contractor's Compensation for Rate Year Eleven (2021) shall be equitably adjusted to give effect to the change.

5. Possible Carry Forward of Annual Compensation Adjustments Above 5%

If Agency's share of Contractor's Compensation for the coming Rate Year (expressed in dollars) exceeds Agency's share of Contractor's Compensation for the current Rate Year (expressed in dollars) by more than five percent (5%), calculated as provided below, then Agency may elect to defer (carry forward) the excess to the subsequent Rate Year in accordance with this Section. The purpose of the carry forward mechanism is to smooth Rate adjustments, not to reduce the amount of compensation to which Contractor is entitled.

Agency's deferral right shall apply only to increases in Contractor's Compensation resulting from application of the methodology set forth in this Attachment K, excluding any Agency-specific costs. The following cost items shall not be subject to deferral or included in deferral calculations:

- Any costs listed in Table 1 under the line items "Contract Changes to Specific Agencies" or "Incentives/Disincentives Payments";
- Cost increases under other Sections of the Agreement including, but not limited to, those resulting from Agency-directed changes (Section 15.12) or Changes in Law (Section 11.05); and,
- Increases in costs that are not part of Contractor's Compensation including, but not limited to, Franchise Fees or other Agency fees, or processing and Disposal fees paid by Contractor to SBWMA.

Agency's share of Contractor's Compensation for a given Rate Year (expressed in dollars), adjusted as necessary to comply with the foregoing requirements, shall be referred to herein as "Adjusted Contractor's Compensation." Adjusted Contractor's Compensation for a given Rate Year includes any Cap Carry Forward from the previous Rate Year.

In each of its Applications to establish Rates for Rate Years Twelve (2022) onward, Contractor shall include its calculation of: (A) Adjusted Contractor's Compensation for the coming Rate Year, (B) Adjusted Contractor's Compensation for the current Rate Year, (C) the difference between the two (calculation: $C = A - B$), and (D) the amount, if any, by which such difference exceeds five percent (5%) of Adjusted Contractor's Compensation for the current Rate Year (calculation: $D = C - (B \times 0.05)$) (the "Potential Cap Carry Forward"). If the calculation of the Potential Cap Carry Forward results in a negative value, the Potential Cap Carry Forward shall equal zero.

SBWMA shall confirm or correct Contractor's calculations and include such amounts, for each Member Agency, in its reports on Contractor's Application.

Agency may elect to carry forward any amount provided that the amount is less than or equal to the Potential Cap Carry Forward. If Agency elects to defer some or all of the Potential Cap Carry Forward, then:

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1. Contractor's Compensation for the coming Rate Year shall be deemed reduced by such amount, for purposes of Agency's obligation to adjust Rates under Section 13 below; and,
2. Contractor's Compensation for the subsequent Rate Year shall be increased by such amount (which shall be the "Cap Carry Forward") in the Contractor's Compensation and Rate setting process for such subsequent Rate Year).

Agency may not defer any amounts in the final Rate Year of the Term. All Contractor's Compensation due to Contractor that was carried forward and not previously compensated to Contractor shall be reflected in the Contractor's Compensation for the final Rate Year of the Term, so that no Cap Carry Forward is calculated or applied for recovery beyond the final Rate Year of the Term. For purposes of this Attachment K, the final Rate Year of the Term means Rate Year Twenty-Five (2035), or, if the Term is extended under Section 3.03.A of the Agreement, the last Rate Year of the mutually agreed Term. If the Term is extended for up to twelve (12) months under Section 3.03.B of the Agreement, no amounts may be deferred from or to that extension period.

If the amount of the Potential Cap Carry Forward is greater than ten percent (10%) of Adjusted Contractor's Compensation for the current Rate Year, the Parties shall meet and confer to discuss the Agency's plan to reduce the amount of the Cap Carry Forward with the goal of eliminating the Cap Carry Forward in the coming Rate Years.

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Table 1: Contractor's Compensation Adjustment Methodology

Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
<p>ANNUAL COST OF OPERATIONS</p> <p>A. Direct Labor-Related Costs for Collection Vehicle Route Personnel Represented Through Collective Bargaining Agreements (CBA).</p>	<ul style="list-style-type: none"> Adjust projected 2021 Direct Labor-Related Costs to reflect service level changes from April 2016 to April 2020 by 100% of the average service level change in accounts, lifts, or pulls as described in the following bullet. The service level adjustment shall be based on the change in the rolling three-year average number of Solid Waste accounts in the SBWMA Service Area and shall be calculated using the following formula: Adjusted 2021 Direct Labor-Related Costs = Projected 2021 Direct Labor-Related Costs per Attachment N x [1 + 75% x ((Sum of number of Solid Waste accounts as of April 2018 + April 2019 + April 2020) - (Sum of number of Solid Waste accounts as of April 2014 + April 2015 + April 2016)) / (Sum of number of Solid Waste accounts as of April 2014 + April 2015 + April 2016)]. For Commercial lines of business, lifts shall be used rather than accounts; and, for Drop Box lines of business, pulls shall be used rather than accounts. Because Contractor is subject to the average daily limit of one hundred fifty (150) Bulky Item Collection service events, as set forth in Section 5.05.H of the Agreement, no service level adjustments shall be applied to the following Service Sectors and Lines of Business: Single-family Bulky Item Materials (two On-Call Bulky Collection events) and Multi-Family Bulky Item Materials (two On-Call Bulky Collection events). 	<p>Step One:</p> <ul style="list-style-type: none"> Direct Wages for CBAs: Annually adjust Wage costs by 100% of the Annual Index Change using the CPI-W-Wages. Benefits for CBAs: Annually adjust Health Benefit costs by 100% of the Annual Index Change using CPI-W-Medical. Payroll taxes: Annually adjust direct labor-related payroll tax expense based on the effective tax rate of 8.1%. <p>The effective tax rate shall be applied to the adjusted direct wages for CBAs to calculate payroll tax expense. When the Federal and/or State employer payroll tax rates or limits are changed, Contractor shall submit to SBWMA a new effective payroll tax rate for review and approval (not to be unreasonably withheld). If approved, the new payroll tax rates shall be used to calculate payroll tax expense for the Rate Year affected by the change(s).</p> <ul style="list-style-type: none"> Workers Compensation Insurance: Annually adjust worker's compensation costs by 100% of the Annual Index Change in the CPI-W-Wages. <p>Step Two:</p> <ul style="list-style-type: none"> Annually adjust wages, benefits, payroll taxes, and workers compensation insurance costs to reflect service level changes by adjusting wage and benefit costs by 100% of the average service level change in accounts, lifts, and pulls as described in Table 2.

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Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation		Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
<p>B. Direct Fuel Costs for All Contractor Vehicles including Collection Vehicles, Support Vehicles, and Supervisor's Vehicles</p>	<ul style="list-style-type: none"> Step One: Adjust 2021 projected Direct Fuel costs to reflect the change in the CPI-U-Motor Fuel from April 2016 to April 2020 using the following formula: Adjusted 2021 Direct Fuel cost = Projected 2021 Direct Fuel cost x $1 + \frac{((\text{Average CPI for May 2019 through April 2020}) - (\text{Average CPI for May 2015 through October 2016}))}{(\text{Average CPI for May 2015 through April 2016})}$. Step Two: Adjust Direct Fuel Cost amount calculated in Step One to reflect service level changes using the method described in Row A above for Rate Year Eleven (2021) Direct-Labor Related Costs. 	<ul style="list-style-type: none"> Step One: Annually adjust direct fuel costs by 100% of the Annual Index Change for the CPI-U-Motor Fuel. Step Two: Annually adjust direct fuel costs to reflect service level changes by adjusting costs by 100% of the average service level change in accounts, lifts, and pulls as described in Table 2.
<p>C. Other Direct Costs for Collection Services</p>	<ul style="list-style-type: none"> Adjust Other Direct Costs to reflect service level changes by using the method described in Row A above for Rate Year Eleven (2021) Direct-Labor Related Costs. 	<ul style="list-style-type: none"> Step One: Annually adjust Other Direct Costs by 100% of the Annual Index Change using CPI-U. Step Two: Annually adjust Other Direct Costs to reflect service level changes by adjusting costs by 100% of the average service level change in accounts, lifts, and pulls as described in Table 2.
<p>D. Depreciation for All Contractor Vehicles including Collection Vehicles, Support Vehicles, and Supervisor's Vehicles</p>	<p>The annual depreciation amount shall equal \$3,056,022, which is the projected amount for 2021 as specified in Attachment N.</p>	<ul style="list-style-type: none"> A vehicle equipment replacement schedule prepared by the Contractor is included in Attachment N. It shows the timing of anticipated vehicle purchases, estimated vehicle acquisition costs, and estimated annual depreciation and interest expenses for Rate Years Eleven (2021) through Twenty-Five (2035). In preparing this schedule, Contractor estimated vehicle acquisition costs in 2017 dollars and escalated the amounts annually by two percent (2%) as reflected in the equipment replacement schedule. For Rate Years Twelve (2022) through Sixteen (2026), the annual depreciation amount shall be equal to the projected amount for 2021 specified in Attachment N.

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Cost	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
<p>E. Depreciation - Containers</p> <ul style="list-style-type: none"> • Contractor projected its Container replacement needs and costs and related depreciation for Rate Years Eleven (2021) through Twenty-Five (2035), which are specified in Attachment N for 2021. This amount (\$1,178,150) shall be the fixed annual Container Depreciation Costs for Rate Years Eleven (2021) through Twenty-Five (2035). • These depreciation amounts shall not be adjusted annually unless new Containers are purchased beyond the replacement quantities estimated by Contractor, subject to Agency or SBWMA approval (which shall not to be unreasonably withheld). If additional Containers are purchased, the depreciation expense shall be based on ten (10) year period or other period agreed upon by the Parties. 	<ul style="list-style-type: none"> • Same method as shown for Rate Year Eleven (2021). • After completion of the new vehicle acquisitions in accordance with the equipment replacement schedule in Attachment N, the vehicle depreciation amount shall be adjusted to reflect actual vehicle acquisition costs in a manner that remaining undepreciated costs shall be depreciated evenly over the remaining Rate Years of the Agreement. The recalculation of the annual vehicle depreciation amount to be effective for Rate Years Seventeen (2027) through Twenty-Five (2035) shall be included in the Application submitted in 2026 for Rate Year Seventeen (2027) Contractor's Compensation. The recalculation of vehicle depreciation expense shall be as follows: <ul style="list-style-type: none"> - "Annual Depreciation Cost Difference" = Actual cost of vehicles less projected vehicle costs of \$48,724,246, divided by 9 years. - The annual vehicle depreciation amount specified in Attachment N (\$3,056,022) shall be adjusted by 50% of the Annual Depreciation Cost Difference; however, the adjustment, whether positive or negative, shall not exceed \$350,000. Thus, the annual vehicle depreciation expense shall not be less than \$2,706,022 or greater than \$3,406,022. This adjusted depreciation amount shall be allocated to each Member Agency based on the percentage of projected 2021 total depreciation for all Member Agencies that was allocated to each Member Agency as shown in Attachment N. The allocated depreciation amount shall be included in Contractor's Compensation for Rate Years Seventeen (2027) through Twenty-Five (2035). • Contractor shall not be compensated for any additional vehicle depreciation beyond \$3,406,022 per year. 	

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Cost	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
<p>F. Allocated Indirect Costs (e.g., General and Administrative, Operations, Vehicle Maintenance, and Container Maintenance costs including all non-route personnel CBA and non-CBA labor) excluding Allocated Depreciation and Interest</p>	<p>The annual Allocated Indirect Costs amount shall equal \$17,429,667, which is the projected amount for Rate Year Eleven (2021) as specified in Attachment N.</p>	<ul style="list-style-type: none"> Step One: Annually adjust Allocated Indirect Costs by 100% of the Annual Index Change using CPI-U. Step Two: Annually adjust Allocated Indirect Costs to reflect service level changes by adjusting (increasing or decreasing) costs by 65% of the average service level change in accounts, lifts, and pulls as described in Table 2.
<p>G. Total Allocated Indirect Depreciation Costs (e.g., depreciation costs related to General and Administrative, Operations, Vehicle Maintenance, and Container Maintenance services)</p>	<ul style="list-style-type: none"> Contractor projected its equipment acquisition needs, costs, and depreciation expense related to indirect services for Rate Years Eleven (2021) through Twenty-Five (2035). The depreciation expenses is the Allocated Indirect Depreciation Cost of \$117,650, which is specified in Attachment N for 2021. 	<ul style="list-style-type: none"> The annual Allocated Indirect Depreciation Costs for Rate Years Twelve (2022) through Twenty-Five (2035) shall be fixed and shall equal the Rate Year Eleven (2021) amount of \$117,650. These depreciation amounts shall not be adjusted during the Term unless new equipment is purchased subject to SBWMA approval (which shall not to be unreasonably withheld). If additional equipment is purchased, the depreciation expense shall be based on ten (10) year period or other period agreed upon by the SBWMA and Contractor.
<p>Total Annual Cost of Operations</p>	<ul style="list-style-type: none"> Calculated as the sum of the cost components adjusted as described above. 	<ul style="list-style-type: none"> Calculated as the sum of the cost components adjusted as described above.
<p>PROFIT Profit</p>	<ul style="list-style-type: none"> Calculate Profit using the following formula: [(Total Cost of Operations for the coming Rate Period) / 90.5%] – (Total Cost of Operations for the coming Rate Period). The operating ratio is fixed for the Term of the Agreement at ninety and one-half percent (90.5%). 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).

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Cost CONTRACTOR PASS-THROUGH COSTS	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
<p>A. Regulatory Agency Fees</p>	<ul style="list-style-type: none"> Any non-operating fees (excluding fines, penalties, late fees) paid by Contractor (e.g., to U.S. Department of Transportation, Bay Area Air Quality Management District, Local Enforcement Agency, Bay Area Water Quality Control Board, California Highway Patrol). No regulatory agency fees were applicable when Contractor projected 2021 Contractor's Compensation; therefore, the 2021 amount shown in Attachment N is zero. If new regulatory agency fees become effective during the Term, the amount of the fees included in Contractor's Compensation shall be determined through a special compensation review for change in law pursuant to Section 11.05 of the Agreement. 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).
<p>B. Interest Expense for Containers and All Contractor Vehicles including Collection Vehicles, Support Vehicles, and Supervisor's Vehicles (which are separately identified on the Equipment Replacement Schedule in Attachment N)</p>	<ul style="list-style-type: none"> The annual interest expense shall be equal to the projected interest expense for 2021 specified in Attachment N, which is \$1,145,186. This interest expense for the Contractor vehicles is \$982,006 and for Containers is \$163,180. 	<ul style="list-style-type: none"> For Rate Years Twelve (2022) through Sixteen (2026), the annual Interest Expense for Rate Years Twelve (2022) through Twenty-Five (2035) shall be fixed and shall equal the Rate Year Eleven (2021) amount of \$1,145,186, which includes interest expense for the Contractor vehicles of \$982,006 and for Containers of \$163,180. After completion of the new vehicle acquisitions in accordance with the equipment replacement schedule in Attachment N, the interest amount shall be adjusted to reflect interest expense related to actual vehicle acquisition costs. The recalculation of the annual vehicle interest expense to be effective for Rate Years Seventeen (2027) through Twenty-Five (2035) shall be included in the Application submitted in 2026 for Rate Year Seventeen (2027) Contractor's Compensation.
<p>C. Contract Changes to Specific Agencies</p>		

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Cost.	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
<p>D. Cap Carry Forward</p> <p>The Cap Carry Forward methodology is described in Section 5 above. A hypothetical example of the Cap Carry Forward is provided in Table 3.</p>	<ul style="list-style-type: none"> The Cap Carry Forward shall not be applicable in Rate Year Eleven (2021) 	<ul style="list-style-type: none"> For Rate Year Twelve (2022), the Cap Carry Forward shall equal zero because Adjusted Contractor's Compensation shall not be capped in Rate Year Eleven (2021), and therefore no amount may be carried forward. For Rate Year Thirteen (2023) onward, the Cap Carry Forward shall equal the amount, if any, calculated for the preceding (i.e. then-current) Rate Year and elected by Agency to be carried forward, as provided in Section 5 above.
Total Contractor Pass-Through Costs	<ul style="list-style-type: none"> Calculated as the sum of the Contractor Pass-Through Costs. 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).
CONTRACTOR'S COMPENSATION	<ul style="list-style-type: none"> Calculated as the sum of Total Annual Cost of Operations, Profit, and Contractor's Pass-Through Costs. 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021)
OTHER ADJUSTMENTS		
Incentives/Disincentives Payments	<ul style="list-style-type: none"> Amount varies annually based on actuals pursuant to Section 12 of Attachment K. 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).
CONTRACTOR'S COMPENSATION (Adjusted)	<ul style="list-style-type: none"> Calculated as the sum of the Contractor's Compensation and Other Adjustments 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021)

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**Table 2: Service Level Adjustment Methodology
for Rate Years Twelve to Twenty-Five (2022 - 2035)**

Accounts (Single-Family Dwelling accounts for Solid Waste Collection)
<ul style="list-style-type: none"> Adjustment shall be based on the annual percent change in the rolling three-year average number of Solid Waste accounts in the SBWMA Service Area, where the annual percent change shall be calculated using the following formula: $\frac{((\text{Average of Solid Waste accounts as of April 30 of the then-current Rate Year and the two most-recently completed Rate Years}) - (\text{Average of Solid Waste accounts as of April 30 of the three most-recently completed Rate Years}))}{(\text{Average of Solid Waste accounts as of April 30 of the three most-recently completed Rate Years})}$. The annual percent change calculated using the above formula is referred to herein as the "average service level change". <p>For example, if the Contractor is preparing its Application in Rate Year Eleven (2021) for Contractor's Compensation to be effective for Rate Year Twelve (2022), the average service level change shall be calculated as follows: $\frac{((\text{Average of Solid Waste accounts as of April 30, 2021} + \text{as of April 30, 2020} + \text{as of April 30, 2019}) - (\text{Average of the Solid Waste accounts as of April 30, 2020} + \text{as of April 30, 2019} + \text{as of April 30, 2018}))}{(\text{Average of the Solid Waste accounts as of April 30, 2020} + \text{as of April 30, 2019} + \text{as of April 30, 2018})}$. The value of the applicable cost item for Rate Year Eleven (2021) would be multiplied by $(1 + \text{the average service level change})$ to determine the value of such cost item for Rate Year Twelve (2022), assuming the cost item is to be adjusted by 100% of the average service level change. If Table 1 states that the cost item is to be adjusted by 65% of the average service level change (as is the case for Allocated Indirect Costs), then the value of the applicable cost item for Rate Year Eleven (2021) would be multiplied by $(1 + (0.65 \times (\text{the average service level change})))$ to determine the value of such cost item for Rate Year Twelve (2022).</p>
Lifts for Carts and Bins (Multi-Family and Commercial, and Agency Facilities Bin and Cart lifts for Solid Waste, Recyclable Materials, and Organic Materials Collection)
<ul style="list-style-type: none"> Same method as described above, but using the average service level change in the number of lifts during a 4 week period in April, rather than the number of accounts as of April 30. Calculations shall be separately performed for Solid Waste, Recyclable Materials, and Organic Materials Collection lifts, separately for Multi-Family and Commercial lifts and Agency Facilities lifts.
Pulls for Drop Boxes (Multi-Family and Commercial, and Agency Facilities Drop Box and Compactor pulls for Solid Waste, Recyclable Materials, and Organic Materials Collection)
<ul style="list-style-type: none"> Same method as described above, but using the average service level change in the number of pulls during the 12 month period ending April 30, rather than the number of accounts as of April 30. Calculations shall be combined for Solid Waste, Recyclable Materials, and Organic Materials Collection pulls, but shall be performed separately for Multi-Family and Commercial pulls and Agency Facilities pulls.

Note: Service level adjustments may be positive or negative values, which shall result in increases or decreases when costs are adjusted pursuant to Section 4.

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Table 3: Example Compensation Cap Methodology

CPI + Growth Percentage for Example City of Example	4.5% 2023	6.2% 2024	8.8% 2025	5.0% 2026	3.8% 2027	2.4% 2028	2.3% 2029
Annual Cost of Operations							
Direct Labor-Related Costs							
Wages for CBAs	1,731,660	1,839,023	1,945,667	2,042,971	2,114,475	2,185,222	2,215,023
Benefits for CBAs	804,714	854,606	904,173	949,382	982,610	1,006,193	1,029,335
Payroll Taxes	144,074	153,007	161,881	169,975	175,924	180,147	184,290
Workers Compensation Insurance	123,375	131,024	138,524	145,555	150,649	154,265	157,813
Total Direct Labor Related-Costs	2,803,823	2,977,660	3,150,365	3,307,883	3,423,659	3,505,826	3,586,460
Direct Fuel Costs	187,237	196,846	210,379	220,598	228,630	234,117	239,501
Other Direct Costs	244,805	259,883	275,062	288,815	298,924	306,098	313,138
Depreciation							
- Collection Vehicles	254,669	254,669	254,669	254,669	254,669	254,669	254,669
- Containers	98,179	98,179	98,179	98,179	98,179	98,179	98,179
Total Depreciation	352,848	352,848	352,848	352,848	352,848	352,848	352,848
Lease (Yr 1 principal only) for Collection Equipment							
Allocated Indirect Costs							
General and Administrative	997,138	1,059,960	1,120,390	1,176,399	1,217,573	1,246,795	1,275,471
Operations	104,986	111,474	117,940	123,837	128,171	131,247	134,266
Vehicle Maintenance	297,057	315,475	333,772	350,461	362,727	371,433	379,975
Container Maintenance	175,509	186,390	197,201	207,061	214,308	219,451	224,499
Total Allocated Indirect Costs	1,574,670	1,672,299	1,769,293	1,857,757	1,922,779	1,968,926	2,014,211
Total Allocated Indirect Depreciation Costs	9,804	9,804	9,804	9,804	9,804	9,804	9,804
Total Annual Cost of Operations	5,173,187	5,471,441	5,767,750	6,038,005	6,236,643	6,377,618	6,515,963
Profit	543,042	574,350	605,454	633,824	654,675	659,474	683,996
Operating Ratio	90.5%	90.5%	90.5%	90.5%	90.5%	90.5%	90.5%
Total Operating Costs	6,716,229	6,045,791	6,373,205	6,671,829	6,891,318	7,047,092	7,199,959
Contractor Pass-Through Costs							
Interest Expense	95,432	95,432	95,432	95,432	95,432	95,432	95,432
ADD: Prior Year Compensation Cap Reductions	-	-	38,978	100,269	139,796	62,435	-
Contract Changes to Specific Agencies	-	-	-	-	-	-	-
Total Contractor Pass-Through Costs	95,432	95,432	134,411	195,691	235,228	157,867	95,432
BASE CONTRACTOR'S COMPENSATION	5,811,661	5,141,223	6,507,615	6,867,520	7,126,546	7,204,959	7,285,391
CONTRACTOR'S COMPENSATION CAP (5%)	5,861,992	6,102,244	6,407,357	6,727,724	7,064,111	7,417,316	7,585,207
Adjustment for 5% Cap	-	(38,978)	(100,269)	(139,796)	(62,435)	-	-
ADJUSTED CONTRACTORS COMPENSATION	5,811,661	6,102,244	6,407,357	6,727,724	7,064,111	7,204,959	7,285,391
% CHANGE IN CONTRACTOR COMPENSATION	4.10%	5.00%	5.00%	5.00%	5.00%	1.98%	1.28%

Note: All amounts presented in \$ per year with the exception of percentages as noted.

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6. Application for Contractor's Compensation Adjustment

Contractor is required to submit an Application for Contractor's Compensation Adjustment (Application) annually by June 15 for determination of Contractor's Compensation for the following Rate Year commencing with its Application for Rate Year Eleven (2021) Contractor's Compensation, which is due June 15, 2020. This Section describes the content of the Application.

A. Reporting of Operational Information

Operational information shall be reported in total as well as disaggregated by each Line of Business, by Service Sector, and by Member Agency. The information shall be submitted on forms provided by Contractor and approved by SBWMA. Operational information to be provided includes, but is not limited to, the following:

- Tonnage Collected by Line of Business;
- Number of accounts by Line of Business and account type (i.e., Container size, Collection frequency, and material type);
- Number of accounts, lifts, and pulls needed to perform the average service level adjustment calculations (described in Section 4);
- Number of Containers in service by Line of Business;
- Set-out rates by Line of Business;
- Number of routes and annual route hours by Line of Business;
- Number and type of vehicles by Line of Business;
- Annual route labor hours by Line of Business; and,
- Roster of all personnel by category including direct, indirect, and general and administrative (G&A).

B. Audited Financial Statements

Financial statements (balance sheet, income and expense statement) for the operations covered by this Agreement for Contractor's immediately preceding fiscal year (October 1 – September 30) shall be submitted with the Application. The financial statements shall be accompanied by a report of an independent Certified Public Accountant licensed by the California Board of Public Accountancy stating that (i) it has audited the financial statements in accordance with auditing standards generally accepted in the United States, and (ii) in its opinion the financial statements present fairly, in all material respects, the financial position of Contractor as of September 30 of the year under review and of the immediately preceding year, and the changes in its financial position for the years then ended in conformity with United States generally accepted accounting principles.

The Certified Public Accountant's report shall also contain a separate statement identifying the amounts of audited revenue and expense that are attributable to the last nine months of the Contractor's fiscal year (January - September 30).

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In addition, Contractor shall submit financial statements covering the last three months of the preceding calendar year (October 1 - December 30) and a compiled twelve (12) month statement covering the preceding calendar year. These statements shall be accompanied by a report of the independent Certified Public Accountant stating that it has conducted a review of the statements in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants and that contains the elements described in AICPA Professional Standards, section AR 100.

C. Preparation of Management Representation Letter

The Application shall include a management representation letter signed by the President of Contractor, which states that:

- Management accepts responsibility for the accuracy and completeness of the Application;
- The Application is based on the Contractor's Compensation adjustment procedures described in Article 11, this Attachment K (including Tables 1 and 2), and on the forms approved by the SBWMA; and,
- All significant information and supporting documents relevant to the Contractor's Compensation adjustment process are available for review by SBWMA.

D. Calculation of Contractor's Compensation for the Coming Rate Year

The Application shall include a calculation of Contractor's Compensation for the coming Rate Year (i) in total for the SBWMA Service Area, (ii) in total for each Member Agency, and by Service Sector and Lines of Business specified in Section 4 for each Member Agency. The calculations shall show the adjustments to each cost line item and shall be performed in accordance with the methodology described in Section 4 of this Attachment.

For the Application submitted in 2026 for Rate Year Seventeen (2027), Contractor shall include detailed calculations of the vehicle depreciation and interest expense adjustments to be effective for Rate Years Seventeen (2027) through Twenty-Five (2035) that reflect changes for actual vehicle acquisition costs (which were acquired in accordance with the equipment replacement schedule in Attachment N) compared to projected costs presented in Attachment N. In addition to the detailed calculations, Contractor shall provide supporting documentation such as, but not limited to: vehicle specifications, acquisition costs for all vehicles, date vehicles were placed into service, and interest rate.

E. Supporting Documentation

Contractor shall make available to SBWMA and each Member Agency, upon request, supporting documentation and summary reports for all calculations, assumptions, and data used in the calculation of the Contractor's Compensation for the coming Rate Year. Supporting documents and reports requested may include:

- General Ledger
- Revenue and Accounts Receivable Ledgers

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- Collective Bargaining Agreements
- Solid Waste Transfer Tickets
- Weight tickets for all C&D Materials, Recyclable Materials, Inert Materials, and Organic Materials
- Customer billing information and service levels
- Copies of Bureau of Labor Statistics Index Data
- Other information requested by SBWMA

7. SBWMA Review of Application

Agency delegates to SBWMA the authority to conduct the review of the Application. SBWMA will review the Application and supporting documentation to determine that it has been prepared in a manner consistent with the Agreement, including this Attachment. SBWMA may request and Contractor shall provide any missing information necessary to complete the Application. Agency may participate in meetings with SBWMA and Contractor to discuss the Application.

A. Preliminary Review

SBWMA shall determine if the Application is complete and ready for analysis.

1. Completeness and Mathematical Accuracy of Application. SBWMA shall determine if:
 - a. All required forms and financial statements are included;
 - b. All forms are completed correctly and data and indexes tie to correct source; and
 - c. All calculations are mathematically correct.

If the Application is incomplete or contains arithmetic errors, SBWMA will notify Contractor and Contractor will promptly provide missing information and corrected calculations.

2. Verification of Supporting Documents and Schedules. Various documents are to be included in the Application to support the requested adjustment in Contractor's Compensation. Any supporting information SBWMA finds to have been omitted shall be promptly be provided by Contractor.
3. Contractor Notification. SBWMA will notify Contractor when it has determined that the Application is complete.

B. Review of Application

The Contractor's Compensation review process is intended to allow SBWMA to determine whether the Application is consistent with the Agreement and accurately calculates Contractor's Compensation for the coming Rate Year. SBWMA shall take the following steps during its review of the Application.

1. Review of Contractor's Compensation Calculations. SBWMA shall review Contractor's Compensation adjustment calculations to verify that the calculations are performed in accordance with Article 11 and relevant attachments including this Attachment.

ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS

SBWMA shall notify Contractor of any apparent errors or discrepancies in the calculation of Contractor's Compensation which it identifies.

2. Review of Revenue Projection for Following Year. SBWMA shall review Contractor's projection of Gross Revenue Billed. Any unusual trends will be identified and explanations obtained from the Contractor.
3. Determine Prior Year Revenue Surplus/Shortfall. SBWMA will review the Contractor's Revenue Reconciliation calculations submitted in March in light of audited financial statements.

8. Allocation of Contractor's Compensation Among Member Agencies

Contractor allocated projected 2021 Contractor's Compensation among the Member Agencies using the methodology described in the 2009 Franchise Agreement (Attachment K, subsection 6.B) and as illustrated in Attachment N. The Contractor's allocation of projected 2021 Contractor's Compensation was based on April-May 2016 operating statistics compiled by Contractor including those from the annual route audit described in Section 7.12, including route labor hours per year, route hours per year, number of accounts, service stops, Bin and Cart lifts, Drop Box pulls, Tonnage, and number of Containers, reported separately for each Member Agency. Route labor hours and route hours included hours related to on and off route time, collection time, and hauling time to deliver materials to the Designated Transfer and Processing Facility. Contractor compiled the operating statistics based on the 2016 annual route audit or best available information.

The Parties agree that the projected 2021 Contractor's Compensation for each Member Agency (which is presented in Attachment N by Service Sector and Lines of Business specified in Section 4) shall be used as the basis for determining each Member Agency's share of adjusted 2021 Contractor's Compensation for Rate Year Eleven (2021), and each Member Agency's share of Contractor's Compensation for all subsequent Rate Years. Cost allocations shall not be adjusted during the Term of the Agreement, with the exception of allocation of adjusted vehicle depreciation and interest costs for Rate Year Seventeen (2027) as described further in Section 4 of this Attachment. Agency's share of Contractor's Compensation shall be adjusted independently from others using the methodology in this Attachment K, adjusting for changes in cost indices and Agency service levels.

99. Pass-Through Costs

Pass-Through Costs are costs which are included in the Revenue Requirement and Gross Revenue Billed on which no profit is paid to Contractor. Pass-Through Costs are divided into two groups:

- 1) Contractor Pass-Through Costs, which consist of regulatory agency fees, interest expense, Member Agency-specific changes to the Agreement, and Cap Carry Forward amounts, as described under the heading "Contractor Pass-Through Costs" in Table 1 above.

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

- 2) Other Pass-Through Costs, which consist of Member Agency Franchise Fees and other fees which are paid to each Member Agency, and fees paid by Contractor to SBWMA for processing and Disposal (including transfer) of materials delivered by Contractor to the Designated Transfer and Processing Facility.

Other Pass-Through Costs are not part of Contractor's Compensation, but are included in the Revenue Requirement (see Section 13 below). As part of SBWMA's report on Contractor's Application (see Section 11 below), SBWMA shall estimate the total amount of Other Pass-Through Costs and the portion thereof attributable to each Member Agency. Estimated Franchise Fees and other fees are calculated separately for each Member Agency, and therefore do not need to be allocated.

SBWMA will estimate total payments by Contractor to SBWMA for processing and Disposal fees, based on total Tonnages of Solid Waste, Recyclable Materials, and Organic Materials projected to be delivered to the Designated Transfer and Processing Facility for the coming Rate Year. Such fees shall be allocated to each Member Agency based on total Tonnages of each type of material projected to be delivered to the Designated Transfer and Processing Facility from each Member Agency.

10. Revenue Reconciliation of Gross Revenue Billed to Approved Contractor's Compensation for Most-Recently Completed Year

Annually, Contractor's Net Revenue Billed for the most-recently completed Rate Year will be reconciled to the Contractor's Compensation approved for the most-recently completed Rate Year. The difference will be added to or subtracted from Contractors' Compensation for the coming Rate Year.

Contractor shall report the Revenue Reconciliation annually by March 31 of each year (in a format to be approved by SBWMA), commencing in 2020 so that it can be included with the Application for Rate Year Eleven (2021) Contractor's Compensation, which is due June 15, 2020. The report shall include the following:

- a. Statement of Gross Revenue Billed for the most-recently completed Rate Year for each Member Agency, by Service Sector and Lines of Business specified in Section 4.
- b. Statement of Other Pass-Through Costs by Member Agency by Service Sectors and Lines of Business specified in Section 4.
- c. Statement of Revenues Billed attributable to additional services defined in Attachment Q by Member Agency with adjustment for Backyard Collection Service pursuant to Section 11.03 of the Agreement.

Subtracting the sum of items b and c from a, yields Net Revenue Billed. [The calculation is: a - (b + c) = Net Revenue Billed.] Net Revenue Billed is compared to the approved Contractor's Compensation and the surplus, or shortfall, is determined. The reconciliation shall be performed separately for each Member Agency, resulting in a surplus or shortfall for each Member Agency.

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

The amounts described in items a, b and c for the most-recently completed Rate Year must be included in the audited financial statement due by June 15. Any variance between the March 31 data and the final audited data must be explained and the Revenue Reconciliation report revised accordingly. The audited data will be considered in calculating the adjustment to Contractor's Compensation for the following Rate Year.

Payment(s) made by Contractor to SBWMA under Section 6.02 of the Agreement for transportation, Disposal and supplemental processing of Contaminated loads shall not be subtracted from Gross Revenue Billed.

The revenue reconciliation process will not be carried out during the last Rate Year of the Term; however, notwithstanding the foregoing or any other provision of this Agreement, if Agency fails to set Rates in the final Rate Year of the Term so that Contractor is fully reimbursed for all Cap Carry Forwards elected by Agency, as is required by Section 5 and Section 13 of this Attachment K, then a final revenue reconciliation shall be conducted as provided in this paragraph. The process shall follow the above procedure and the procedure for preparation, review and approval of SBWMA staff reports set forth below. If the revenue reconciliation demonstrates that Contractor has been overcompensated for Agency's Cap Carry Forwards through the Rates set by Agency, Contractor shall pay the surplus to Agency. If the revenue reconciliation demonstrates that Contractor has been undercompensated for Agency's Cap Carry Forwards through the Rates set by Agency, Agency shall pay the shortfall to Contractor. The Parties and SBWMA shall use best efforts to finalize the revenue reconciliation process and effect any payments within one (1) year after the end of the Term.

11. Preparation and Review of Reports

SBWMA staff will prepare a report on its review of the Application. The report will contain SBWMA staff findings on each of the following components of the Application.

- Contractor's Annual Costs of Operation
- Contractor's Pass-Through Costs
- Calculated Profit
- Revenue surplus or shortfall for the most-recently completed Rate Year, based on the Revenue Reconciliation described in Section 10
- Other Pass-Through Costs, including Contractor payments to SBWMA for processing and Disposal and to Agency for Franchise Fees and other fees
- Total Revenue Requirement for Contractor for the coming Rate Year
- Recommended overall percentage change in each Member Agency's Rates
- Discussion of issues for consideration by Member Agencies, including unresolved disagreements, if any, that Contractor has with the report's findings and recommendations
- Adjusted Attachment Q Charges for the coming Rate Year

Annually in January of each Rate Year, SBWMA provides a report preparation timeline that is reviewed and approved by the Contractor. In accordance with the timeline (on or about before September 1 of each year), SBWMA staff will provide a draft of its report to Contractor and to

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

each Member Agency for review and shall consider all comments received within ten (10) Business Days after the draft report is released. Agency will be responsible to include in its comments any special or intermittent Agency specific costs that should be included in Contractor's Revenue Requirement for the next year. SBWMA staff will submit the final report to the SBWMA Board of Directors for consideration at a regular or special meeting held at a date specified in the timeline (which may be on or before September 30).

Upon approval by the SBWMA Board, the report will be distributed to each Member Agency, in accordance with the timeline (on or before October 1).

12. Performance Incentives and Disincentives for Contractor's Performance

Contractor performance will be monitored against established and quantifiable standards in the areas of Diversion, Collection Performance, and Customer Service. Incentives have been designed to reward Contractor for outstanding levels of performance with regard to Diversion and Average Hold Time for Customer service calls. Disincentives (in the form of reduced compensation to Contractor) may be assessed for substandard performance related to: diversion level attained (i.e., Single-Family and Commercial sectors), Missed Pick-Up Collection Events, Average Hold Time, and Calls Answered in Ninety (90) Seconds.

The Performance Incentives and Disincentives are detailed in Attachment I. Payment related to Performance Incentives and Disincentives shall be included in Contractor's Application. Contractor's Compensation for the coming Rate Year will be increased or decreased by the net amount of Performance Incentive payments and Disincentive assessments calculated.

13. Rate Setting

Member Agencies shall review their Collection Rates, including Charges on Attachment Q for additional services, annually (or as frequently as they determine necessary) and adjust them in amount and with an effective date sufficient to achieve the Revenue Requirement projected for that year in the SBWMA report. The Revenue Requirement consists of: (i) the Agency's share of Contractor's Compensation; (ii) an adjustment to reflect a revenue shortfall or surplus for the most-recently completed Rate Year; (iii) Other Pass-Through Costs including, but not limited to, Franchise Fees and others fees and payments to SBWMA for processing and Disposal; and, (iv) Performance Incentive and Disincentive payments due, if any.

Annually, Agency shall adjust Contractor's Charges specified in Attachment Q for additional services for 100% in the Annual Index Change for the CPI-U.

ATTACHMENT L
RESERVED

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ATTACHMENT M
AGENCY'S FRANCHISE FEES AND OTHER FEES

1
2
3 **FRANCHISE FEE**

4 In consideration of the exclusive franchise granted to Contractor by this Agreement, and
5 to reimburse Agency for costs incurred in administering this Agreement, Contractor shall
6 pay Agency an annual Franchise Fee payment of 10%.

7
8 **LITTER CONTROL FEE**

9 To reimburse Agency for expanded litter control and clean-up programs, Contractor shall
10 pay Agency an annual Litter Control Payment of 2%.

11
12 **STEAM CLEAN CITY CONTAINERS FEE**

13 To reimburse Agency for cost incurred to steam clean City containers, Contractor shall
14 pay Agency an amount specified by Agency for this service. This amount is \$10,000 for
15 the calendar year 2017.

16
17 **STREET SWEEPING FEE**

18 To reimburse Agency for its cost sweeping Agency streets, Contractor shall pay Agency
19 an amount specified by Agency for this service. This amount is \$98,160 for the calendar
20 year 2017.

21
22 **CITY MANAGEMENT FEE**

23 To reimburse Agency for the cost of administering this agreement, Contractor shall pay
24 Agency an amount specified by Agency for this service. This amount is \$70,500 for the
25 calendar year 2017.

SBWMA COLLECTION AGREEMENT

Attachment N: Form A & B

Contractor's Compensation

CONTRACTOR'S TOTAL COMPENSATION - DETAIL

TOTAL SBWMA

	Proposed Compensation - 2021	Single Family Dwelling	MFD & Commercial	Member Agency Facilities	Total Service Societies
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	19,343,478	10,688,629	8,441,352	213,497	19,343,478
Benefits for CBAs	8,989,037	5,094,383	3,794,848	99,806	8,989,037
Payroll Taxes	1,609,377	889,294	702,320	17,763	1,609,377
Workers Compensation Insurance	1,378,158	761,530	601,419	15,210	1,378,158
Total Direct Labor Related-Costs	31,320,051	17,433,836	13,539,939	346,276	31,320,051
Direct Fuel Costs	2,091,532	1,217,685	846,740	27,107	2,091,532
Other Direct Costs	2,894,742	1,621,306	1,222,303	51,133	2,894,742
Depreciation					
- Collection Vehicles	3,056,022	1,784,658	1,163,316	108,048	3,056,022
- Containers	1,178,150	876,951	301,199	-	1,178,150
Total Depreciation	4,234,172	2,661,609	1,464,516	108,048	4,234,172
Allocated Indirect Costs					
General and Administrative Operations	9,456,605	5,487,883	3,718,016	250,706	9,456,605
Vehicle Maintenance	1,928,415	1,119,103	758,187	51,125	1,928,415
Container Maintenance	3,685,656	2,138,871	1,449,075	97,711	3,685,656
Total Allocated Indirect Costs	16,429,667	9,534,510	6,459,587	435,570	16,429,667
Total Allocated Indirect Depreciation Costs	117,650	68,238	45,884	3,528	117,650
Total Annual Cost of Operations	57,087,814	32,537,183	23,578,969	971,663	57,087,814
Profit	5,992,644	3,415,505	2,475,140	101,998	5,992,644
Operating Ratio	90.5%				
Total Operating Costs	63,080,458	35,952,688	26,054,109	1,073,660	63,080,458
Contractor Pass-Through Costs					
Interest Expense ¹	1,145,186	652,756	469,526	22,904	1,145,186
Total Contractor Pass-Through Costs	1,145,186	652,756	469,526	22,904	1,145,186
BASE CONTRACTOR'S COMPENSATION	64,225,644	36,605,444	26,523,635	1,096,564	64,225,644

¹ Interest expense excludes interest on bin container purchases.

SEWMA COLLECTION AGREEMENT
TOTAL CONTRACTOR'S COMPENSATION BY MEMBER AGENCY
 Proposed Compensation 2021

Agency	2021 Costs											Unincorp S.M. County				
	Abertson	Berlmet	Burlingame	F Palo Alto	Foster City	Hillsborough	Menlo Park	North Fair Oaks	Redwood City	San Carlos	San Mateo		West Bay			
Annual Cost of Operations																
Direct Labor-Related Costs	\$19,149,478	\$1,256,323	\$1,933,017	\$781,291	\$1,104,835	\$671,506	\$1,038,079	\$611,182	\$3,434,233	\$1,699,033	\$4,145,145	\$233,991	\$734,805	\$342,812	\$152,570	\$62,304
Wages for CHAs	\$8,989,037	\$541,394	\$993,574	\$365,939	\$879,670	\$293,343	\$903,077	\$285,005	\$1,000,910	\$762,766	\$2,020,493	\$152,570	\$74,812	\$26,504	\$10,383	\$4,199,586
Benefits for CHAs	\$1,409,577	\$104,545	\$162,491	\$46,578	\$69,916	\$24,708	\$161,248	\$50,859	\$236,060	\$140,613	\$361,316	\$23,083	\$9,383	\$3,490	\$1,199,586	\$177,777
Payroll Taxes	\$1,208,128	\$83,253	\$120,155	\$35,085	\$52,872	\$18,302	\$120,021	\$39,545	\$245,062	\$120,410	\$309,527	\$19,222	\$7,176,492	\$26,680	\$10,383	\$1,199,586
Workers Compensation Insurance	\$11,200,051	\$2,033,016	\$3,148,338	\$1,268,265	\$1,884,414	\$1,010,178	\$1,700,916	\$923,183	\$5,370,154	\$2,733,921	\$7,016,492	\$266,680	\$10,383	\$1,199,586	\$177,777	\$1,199,586
Total Direct Labor Related Costs	\$2,091,512	\$123,295	\$194,552	\$48,066	\$176,988	\$73,999	\$271,729	\$65,153	\$369,309	\$190,129	\$451,915	\$37,037	\$1,199,586	\$177,777	\$1,199,586	\$1,199,586
Direct Fuel Costs	\$2,494,742	\$183,816	\$277,712	\$121,818	\$175,274	\$98,312	\$309,014	\$81,142	\$511,702	\$262,820	\$638,885	\$40,218	\$108,791	\$40,218	\$108,791	\$108,791
Other Direct Costs	\$1,056,022	\$133,109	\$286,736	\$127,419	\$184,191	\$110,471	\$335,013	\$92,641	\$535,114	\$290,194	\$652,936	\$84,173	\$19,933	\$19,933	\$19,933	\$19,933
Depreciation	\$1,178,150	\$17,020	\$102,532	\$24,638	\$32,480	\$27,043	\$113,682	\$36,566	\$208,208	\$105,252	\$238,681	\$22,822	\$51,282	\$51,282	\$51,282	\$51,282
- Collection Vehicles	\$4,234,172	270,198	389,269	180,658	257,538	147,314	445,710	129,207	744,825	384,960	911,617	77,046	170,439	170,439	170,439	170,439
Total Depreciation	\$4,234,172	270,198	389,269	180,658	257,538	147,314	445,710	129,207	744,825	384,960	911,617	77,046	170,439	170,439	170,439	170,439
Allocated Indirect Costs	\$147,775	\$90,446	\$89,620	\$465,831	\$80,320	\$21,324	\$95,912	\$29,538	\$1,765,927	\$498,901	\$1,139,863	\$146,491	\$356,136	\$74,986	\$74,986	\$74,986
General and Administrative	\$1,838,415	\$57,092	\$123,058	\$78,987	\$119,301	\$70,740	\$210,877	\$35,200	\$330,487	\$177,463	\$406,378	\$54,487	\$146,491	\$146,491	\$146,491	\$146,491
Operation	\$3,685,688	\$709,317	\$363,256	\$1,903,214	\$228,397	\$115,202	\$403,056	\$105,506	\$631,627	\$339,900	\$780,888	\$65,913	\$141,814	\$141,814	\$141,814	\$141,814
Vehicle Maintenance	\$1,358,991	\$32,288	\$18,270	\$63,893	\$82,764	\$33,904	\$148,940	\$30,159	\$243,000	\$123,211	\$292,615	\$31,222	\$59,662	\$59,662	\$59,662	\$59,662
Contractor Maintenance	\$16,429,667	\$1,020,221	\$1,569,366	\$739,713	\$1,020,912	\$451,270	\$1,746,765	\$478,418	\$2,370,124	\$1,540,174	\$3,622,046	\$270,620	\$621,993	\$621,993	\$621,993	\$621,993
Total Allocated Indirect Costs	\$117,650	\$7,489	\$11,716	\$4,851	\$7,286	\$4,301	\$12,348	\$3,323	\$20,229	\$10,794	\$24,916	\$2,104	\$4,209	\$4,209	\$4,209	\$4,209
Total Allocated Indirect Depreciation Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Incentivization (Cost Amortization)	\$37,097,814	\$4,493,317	\$4,996,961	\$2,423,699	\$3,473,883	\$1,796,233	\$4,600,991	\$1,397,425	\$10,186,241	\$3,123,083	\$12,678,941	\$83,126	\$1,488,808	\$1,488,808	\$1,488,808	\$1,488,808
Total Annual Cost of Operations	\$58,927,664	\$3,833,028	\$5,163,021	\$2,643,112	\$3,656,532	\$1,818,555	\$6,161,021	\$1,818,481	\$12,093,274	\$3,312,815	\$13,320,624	\$101,102	\$2,322,328	\$2,322,328	\$2,322,328	\$2,322,328
Profit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Ratio	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TMRI Operating Cost	\$50,000,458	\$4,032,495	\$5,174,738	\$2,643,112	\$3,656,532	\$1,818,555	\$6,161,021	\$1,818,481	\$12,093,274	\$3,312,815	\$13,320,624	\$101,102	\$2,322,328	\$2,322,328	\$2,322,328	\$2,322,328
Contractor Pass-Through Costs	\$1,145,185	\$72,732	\$108,271	\$48,509	\$70,535	\$56,431	\$123,263	\$35,208	\$202,557	\$105,128	\$248,574	\$19,617	\$43,153	\$43,153	\$43,153	\$43,153
Interest Expense*	\$44,235,644	\$4,105,137	\$6,286,133	\$2,726,610	\$3,997,631	\$2,021,219	\$6,608,225	\$1,977,085	\$11,488,972	\$5,766,877	\$14,285,139	\$1,063,944	\$1,415,377	\$1,415,377	\$1,415,377	\$1,415,377
BASE CONTRACTOR'S COMPENSATION																

* Interest expense-guaranteed interest on this contract purchase.

SBWMA COLLECTION AGREEMENT

D. Town of Atherton Allocated Costs - 8/17

Proposed Compensation:

2021

Statistics Used for Year 2021 Cost Allocation Only	A	B	C	D	Total
City # of accounts	2,346	2,344	2,327	483	2,346
SBWMA # of accounts	94,580	94,372	90,725	29,504	94,580
City % of accounts %	2.5%	2.3%	2.6%	1.6%	2.7%
City Total Route Labor hours year	1,438,26	1,778,85	2,673,28	213,50	6,064
SBWMA Total Route Labor hours year	46,232,35	42,856,20	36,114,12	13,045,24	167,248
City % Total Route Labor hours year %	1.7%	4.7%	6.8%	7.6%	4.3%
City # of route hours/year	1,360,19	1,504,51	2,318,34	213,50	5,397
SBWMA # of route hours/year	42,847,89	38,380,04	34,949,16	13,045,24	129,222
City % Total Containment in Service	3.2%	3.8%	6.6%	1.6%	4.7%
SBWMA Total Containment in Service	2,546	2,623	6,427	483	12,079
City % Total Containment in Service %	0.6%	0.6%	0.6%	1.6%	3.7%

Single Family Dwelling	A	B	C	D	Single Family Dwelling Total
Annual Cost of Operations					
Direct Labor - Salaries & Over					
Wages for CBAs	\$120,664	\$129,580	\$185,265	\$14,682	\$450,780
Bonuses for CBAs	\$55,741	\$62,477	\$87,499	\$7,897	\$213,614
Payroll Taxes	\$10,038	\$10,781	\$15,464	\$1,221	\$37,506
Workers Compensation Insurance	\$8,596	\$9,232	\$13,332	\$1,096	\$32,256
Total Direct Labor Related Costs	\$195,038	\$212,070	\$302,560	\$24,896	\$734,015
Direct Fuel Costs	\$12,394	\$16,336	\$23,664	\$664	\$53,148
Other Direct Costs	\$17,115	\$21,493	\$30,752	\$1,110	\$70,568
Depreciation - Collection Vehicles	\$19,395	\$22,469	\$37,242	\$599	\$79,746
Depreciation - Computers	\$7,660	\$21,344	\$0	\$0	\$51,939
Depreciation for Collection Equipment	\$26,433	\$30,004	\$58,386	\$689	\$115,685
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Note 9)					
General and Administrative	\$43,938	\$45,781	\$46,113	\$1,395	\$137,689
Operations	\$11,483	\$14,734	\$24,321	\$244	\$50,781
Vehicle Insurance	\$21,246	\$28,160	\$46,483	\$465	\$97,054
Vehicle Maintenance	\$6,704	\$7,216	\$14,616	\$172	\$32,022
Total Allocated Indirect Costs excluding Depreciation and Interest	\$94,130	\$95,891	\$131,534	\$3,076	\$315,611
Total Allocated Indirect Depreciation Costs (Part 9)	\$693	\$852	\$1,509	\$15	\$3,109
Annual Engineering and Construction (Part A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$336,419	\$376,946	\$519,815	\$19,380	\$1,292,154
Profit (Insert Operating Ratio below)	\$5,314	\$39,658	\$57,684	\$3,084	\$135,641
Total Proposed Costs before Pass-Through Cost Allocation	\$371,739	\$416,604	\$587,499	\$22,464	\$1,427,795
Contractor Pass-Through Costs					
Interest Expense	\$6,488	\$7,339	\$11,368	\$157	\$25,372
Total Contractor Pass-Through Costs	\$6,488	\$7,339	\$11,368	\$157	\$25,372
TOTAL BASE CONTRACTOR'S COMPENSATION	\$378,227	\$423,943	\$598,867	\$22,621	\$1,453,167

Service Level Statistics Used for Future Service Level Cost Adjustments	Accounts	A	B	C	Accounts
2014	2,340	2,340	2,340	2,340	2,340
2015	2,347	2,347	2,347	2,347	2,347
2016	2,346	2,346	2,346	2,346	2,346
Rolling Three-Year Average	2,344	2,344	2,344	2,344	2,344

SBWMA COLLECTION AGREEMENT
D. Town of Atherton Allocated Costs - SED

Proposed Compensation 2021

Step 1: Index Based Adjustments

	2017	2021	% Change
PY CPE-W-Wages (2017 Listed as Example)	264,176	264,176	100.0%
CY CPE-W-Wages (2017 Listed as Example)	264,176	264,176	100.0%
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%
PY CPE-W-Medical (2017 Listed as Example)	477,815	477,815	100.0%
CY CPE-W-Medical (2017 Listed as Example)	477,815	477,815	100.0%
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%
PY CPE-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	100.0%
CY CPE-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	100.0%
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%
PY CPE-U (2017 Listed as Example)	269,983	269,983	100.0%
CY CPE-U (2017 Listed as Example)	269,983	269,983	100.0%
CPI-U Adjustment	100.0%	100.0%	100.0%

Single Family Dwelling	Single Family Dwelling				Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$170,654	\$129,580	\$185,065	\$14,682	\$440,780
Benefits for CBAs	\$55,741	\$62,477	\$87,499	\$7,897	\$213,614
Payroll Taxes	\$10,038	\$10,781	\$15,464	\$1,222	\$37,505
Wages/Compensation Incentives	\$8,506	\$9,232	\$13,242	\$1,046	\$34,116
Total Direct Labor-Related Costs	\$195,039	\$222,070	\$301,269	\$24,847	\$774,015
Dues/Fuel/Other	\$12,994	\$16,396	\$23,064	\$694	\$53,148
Other Direct Costs	\$17,113	\$21,393	\$30,752	\$1,110	\$70,548
Depreciation - Collection Vehicles	\$19,395	\$23,469	\$33,242	\$639	\$78,746
Depreciation - Computers	\$7,060	\$7,535	\$11,344	\$0	\$19,939
Depreciation for Collection Equipment	\$26,455	\$30,004	\$38,396	\$639	\$115,485
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$41,998	\$45,781	\$66,115	\$1,195	\$157,088
Operations	\$11,483	\$14,734	\$24,321	\$244	\$50,781
Vehicle Maintenance	\$21,046	\$28,160	\$46,483	\$466	\$97,054
Customer Miscellaneous	\$6,704	\$7,216	\$11,616	\$172	\$20,202
Total Allocated Indirect Costs excluding Depreciation and Interest	\$81,130	\$95,891	\$133,534	\$2,076	\$115,631
Total Allocated Indirect Depreciation Costs (Form 9)	\$693	\$892	\$1,509	\$15	\$3,109
Annual Implementation Cost Allocation (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$336,415	\$376,646	\$499,515	\$29,380	\$1,291,156
Profit (Insert Operating Ratio below)	\$15,314	\$39,538	\$57,684	\$3,084	\$135,641
Total Proposed Costs before Pass-Through Cost Allocation	\$371,729	\$416,184	\$587,199	\$33,464	\$1,427,797
Contractor Pass-Through Costs	\$6,488	\$7,359	\$14,568	\$157	\$28,572
Interest Expense	\$6,488	\$7,359	\$14,568	\$157	\$28,572
Total Contractor Pass-Through Costs	\$12,976	\$14,718	\$29,136	\$314	\$57,144
TOTAL BASE CONTRACTOR'S COMPENSATION	\$384,705	\$430,902	\$616,335	\$33,778	\$1,484,941

SBWMA COLLECTION AGREEMENT

D. Town of Alhambra Allocated Costs - SF2

Prepared Compensation

2023.

Step 21 Service Level Adjustments			
	Accounts	Accounts	Accounts
2014	2,340	2,340	2,340
2015	2,347	2,347	2,347
2016	2,346	2,346	2,346
Prior Year Rolling Three-Year Average	2,344	2,344	2,344
	Accounts	Accounts	Accounts
2014	2,340	2,340	2,340
2015	2,347	2,347	2,347
2016	2,346	2,346	2,346
Current Year Rolling Three-Year Average	2,344	2,344	2,344
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste		Unpaved Pools, tubs, Maracah		Organic Materials (including Hobbs, Truss)		Two-Cy-Ball Collection Events		Single Family Dwelling Total
	A	B	C	D	E	F	G		
Annual Cost of Operations									
Direct Labor-Related Costs									
Wages for Crews	\$110,054	\$129,380	\$185,465	\$14,382	\$450,780				
Benefits for Crews	\$55,741	\$65,477	\$97,499	\$7,897	\$213,619				
Payroll Taxes	\$10,038	\$10,781	\$15,464	\$1,223	\$37,505				
Workers Compensation Insurance	\$8,526	\$9,232	\$13,242	\$1,066	\$32,116				
Total Direct Labor Related-Costs	\$184,359	\$214,870	\$311,670	\$24,568	\$759,015				
Direct Fuel Costs	\$13,994	\$16,396	\$23,064	\$694	\$53,148				
Other Direct Costs	\$12,113	\$21,955	\$30,752	\$1,110	\$70,568				
Depreciation - Collection Vehicles	\$19,395	\$22,469	\$37,242	\$639	\$79,716				
Depreciation - Containers	\$7,060	\$7,535	\$13,344	\$0	\$55,939				
Depreciation for Collection Equipment	\$26,435	\$30,004	\$58,266	\$639	\$114,683				
Lease	\$0	\$0	\$0	\$0	\$0				
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)									
General and Administrative	\$43,998	\$45,781	\$46,115	\$1,195	\$137,088				
Operations	\$11,483	\$14,734	\$14,321	\$344	\$50,791				
Vehicle Maintenance	\$31,946	\$28,120	\$46,483	\$466	\$97,034				
Container Maintenance	\$6,704	\$7,218	\$16,616	\$172	\$30,702				
Total Allocated Indirect Costs excluding Depreciation and Interest	\$93,131	\$95,853	\$133,534	\$2,076	\$315,611				
Total Allocated Indirect Depreciation Costs (Form 9)	\$993	\$992	\$1,209	\$15	\$3,109				
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0				
Total Annual Cost of Operations	\$396,418	\$509,946	\$649,513	\$29,208	\$1,292,156				
Profit (Insert Operating Ratio below)	\$35,314	\$39,568	\$67,684	\$3,084	\$135,641				
Total Proposed Costs before Pass-Through Cost Allocation	\$371,729	\$549,514	\$717,197	\$32,292	\$1,427,797				
Contractor Pass-Through Costs									
Interest Expense	\$6,468	\$7,339	\$14,369	\$157	\$28,372				
Total Contractor Pass-Through Costs	\$6,468	\$7,339	\$14,369	\$157	\$28,372				
TOTAL BASE CONTRACTOR'S COMPENSATION	\$378,197	\$556,853	\$731,566	\$32,449	\$1,456,169				

SBWMA COLLECTION AGREEMENT

Proposal Compensation 2021

D. Towns of Alhambra Allocated Costs - MFD & Commercial

	Statistics Used for Year 2021 Cost Allocation Only					Total
	A	B	C	D	E	F
City # of Accounts	11	13	8	0	483	32
SBWMA # Accounts	10,332	10,210	1,712	195	29,504	22,449
City # of Accounts %	0.1%	0.1%	0.4%	0.0%	1.6%	0.1%
City Total Route Labor hours year	187.94	102.67	102.07	213.50	393	393
SBWMA Total Route Labor hours year	47,871.85	27,111.92	6,356.65	6,167.11	13,045.24	87,508
City Total Route Labor hours year %	0.4%	0.4%	1.6%	0.0%	1.6%	0.4%
City # of route hours/year	139.72	98.61	98.59	0.00	213.50	337
SBWMA # of route hours/year	31,307.08	25,241.12	6,046.06	6,167.11	13,045.24	68,761
City # of route hours/year %	0.4%	0.4%	1.6%	0.0%	1.6%	0.5%
City Total Containers in Service	14	43	9	0	483	66
SBWMA Total Containers in Service	17,258	19,703	2,059	333	29,504	39,353
City Total Containers in Service %	0.1%	0.2%	0.4%	0.0%	1.6%	0.2%

	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT	BU	BV	BW	BX	BY	BZ	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK</
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SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. Town of Atherton Allocated Costs - MFD & Commercial

Step 1: Index Based Adjustments

PY CPFLU-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176	264,176
CY CPFLU-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176	264,176
CPFLU-W-Wage Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPFLU-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815	477,815
CY CPFLU-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815	477,815
CPFLU-M-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPFLU-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252	209,252
CY CPFLU-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252	209,252
CPFLU-M-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPFLU (2017 Listed as Example)	969,983	969,983	969,983	969,983	969,983	969,983
CY CPFLU (2017 Listed as Example)	969,983	969,983	969,983	969,983	969,983	969,983
CPFLU Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

	Cost and Base Sold Wages	Cost and Base Responsible Materials	Cost and Base Materials (including Boltless Tools)	Total Dep. Exp. Materials (All Materials)	Total Dep. Exp. Collection Events	MFD & Commercial Total
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBA's	\$1,935	\$1,654	\$1,177	\$0	\$2,367	\$41,249
Benefits for CBA's	\$9,514	\$3,428	\$3,549	\$0	\$1,164	\$17,655
Payroll Taxes	\$1,660	\$67	\$98	\$0	\$197	\$3,432
Workers Compensation Insurance	\$1,632	\$55	\$103	\$0	\$182	\$2,932
Total Direct Labor Related Costs	\$32,548	\$12,264	\$16,567	\$0	\$3,896	\$65,275
Direct Field Costs	\$2,164	\$758	\$1,540	\$0	\$257	\$4,760
Other Direct Costs	\$2,978	\$1,285	\$1,868	\$0	\$334	\$6,486
Depreciation - Collection Vehicles	\$2,667	\$1,198	\$2,748	\$0	\$245	\$6,859
Depreciation - Containers	\$98	\$159	\$174	\$0	\$61	\$733
Depreciation for Collection Equipment	\$2,765	\$1,397	\$3,122	\$0	\$306	\$7,591
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)						
General and Administrative	\$1,002	\$1,268	\$1,484	\$0	\$491	\$3,245
Operations	\$856	\$753	\$2,902	\$0	\$100	\$5,652
Vehicle Maintenance	\$1,637	\$1,516	\$7,458	\$0	\$191	\$10,802
Container Maintenance	\$110	\$12	\$137	\$0	\$71	\$1,420
Total Allocated Indirect Costs excluding Depreciation and Interest	\$3,605	\$3,889	\$17,462	\$0	\$855	\$35,928
Total Allocated Indirect Depreciation Costs (From 9)	\$4	\$49	\$203	\$0	\$6	\$312
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$44,114	\$19,693	\$40,893	\$0	\$5,673	\$116,353
Profit (Insert Operating Ratio below)	\$4,631	\$2,066	\$4,292	\$0	\$596	\$11,584
Total Proposed Costs before Pass-Through Cost Allocation	\$48,745	\$21,759	\$45,185	\$0	\$6,269	\$121,937
Contractor Pass-Through Costs						
Interest Expense	\$286	\$48	\$1,001	\$0	\$98	\$2,434
Total Contractor Pass-Through Costs	\$286	\$48	\$1,001	\$0	\$98	\$2,434
TOTAL BASE CONTRACTOR'S COMPENSATION	\$49,031	\$22,207	\$46,186	\$0	\$6,367	\$124,371

Step 2: Service Level Adjustments					
	Lifts	Lifts	Lifts	Brush	Brush
2014	1,560	2,964	728	0	0
2015	1,560	3,068	1,040	0	0
2016	1,456	3,120	1,248	0	0
Prior Year Rolling Three-Year Average	1,525	3,051	1,005		
2014	1,560	2,964	728	0	0
2015	1,560	3,068	1,040	0	0
2016	1,456	3,120	1,248	0	0
Current Year Rolling Three-Year Average	1,525	3,051	1,005		
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%		
65% Service Level Adjustment Factor	106.0%	106.0%	106.0%		

MFD & Commercial	Car and Tire Solid Wear		Car and Tire Replaceable Materials		Car and Tire Oils (including Holiday Fees)		Total Deep Bar Services (All Materials)		Pay On-Call Collection Fees	MFD & Commercial Total
	F	G	H	I	J	K	L			
Annual Cost of Operations										
Direct Labor-Related Costs										
Wages for CBAs	\$19,553	\$7,654	\$11,277	\$0	\$2,367	\$41,249				
Benefits for CBAs	\$9,514	\$3,428	\$3,549	\$0	\$1,164	\$17,659				
Payroll Taxes	\$1,660	\$637	\$671	\$0	\$197	\$3,432				
Wear and Compensation Incentive	\$1,422	\$565	\$601	\$0	\$182	\$2,932				
Total Direct Labor Related Costs	\$23,518	\$12,264	\$16,557	\$0	\$3,896	\$65,275				
Third-Party Costs										
Other Direct Costs	\$2,164	\$798	\$1,540	\$0	\$257	\$4,760				
Depreciation - Collection Vehicles	\$3,978	\$1,285	\$1,868	\$0	\$354	\$6,486				
Depreciation - Computers	\$2,667	\$1,198	\$2,748	\$0	\$345	\$6,859				
Depreciation for Collection Equipment	\$98	\$199	\$374	\$0	\$61	\$732				
Lease	\$2,765	\$1,397	\$3,122	\$0	\$306	\$7,591				
Allocated Indirect Costs including Depreciation and Interest (Form 9)	\$0	\$0	\$0	\$0	\$0	\$0				
General and Administrative	\$1,002	\$1,268	\$5,484	\$0	\$491	\$8,245				
Operations	\$155	\$793	\$3,902	\$0	\$100	\$5,692				
Vehicle Maintenance	\$1,637	\$1,516	\$7,458	\$0	\$191	\$10,802				
Tire and Maintenance	\$110	\$312	\$737	\$0	\$71	\$1,230				
Total Allocated Indirect Costs including Depreciation and Interest	\$3,605	\$3,889	\$17,582	\$0	\$885	\$25,929				
Total Allocated Indirect Depreciation Costs (Form 9)	\$54	\$40	\$205	\$0	\$16	\$312				
Annual Implementation Cost Authorization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0				
Total Annual Cost of Operations	\$44,114	\$19,682	\$46,883	\$0	\$5,673	\$116,353				
Profit (Insert Operating Ratio below)	\$4,631	\$2,866	\$4,391	\$0	\$596	\$11,584				
90.5%										
Total Proposed Costs before Pass-Through Cost Allocation	\$48,745	\$22,548	\$51,274	\$0	\$6,269	\$127,937				
Contractor Pass-Through Costs										
Interest Expense	\$886	\$448	\$1,001	\$0	\$98	\$2,434				
Total Contractor Pass-Through Costs	\$886	\$448	\$1,001	\$0	\$98	\$2,434				
TOTAL BASE CONTRACTOR'S COMPENSATION	\$49,631	\$23,097	\$52,275	\$0	\$6,367	\$130,371				

SEWMA COLLECTION AGREEMENT

D. Town of Asherton Allocated Costs - Agency Facilities

Proposed Compensation 2021

Statistics Used for Year 2021 Cost Allocation Only	2020	2021
City # of Lifts per year	858	390
SEWMA # Lifts per year (Accounts for Volume/Rate)	242,307	16,744
City # of Lifts per year %	0.4%	1.4%
City Total Route Labor hours year	46,231	2,151
SEWMA Total Route Labor hours year	4,706,539	236,000
City Total Route Labor hours year %	1.0%	0.9%
City # of route hours/year	31.16	2.15
SEWMA # of route hours/year	2,590.51	224.16
City # of route hours/year %	1.2%	1.6%
City # of Containers	13	7
SEWMA # of Containers	82	256
City # of Containers %	1.5%	2.6%
Totals	2,184,000	2,346
	94,580	2,316
	114.07	5,935.45
	114.07	5,935.45
	2,546	96,808
	15%	42%

Agency Facilities	Cost and Bin Solid Waste	Cost and Bin Organic Materials	Cost and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Agency Facilities
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBA	\$942	\$44	\$355	\$983	\$145
Bonus for CBA	\$440	\$20	\$166	\$660	\$88
Payroll Tax	\$78	\$4	\$30	\$82	\$12
Workers' Compensation Insurance	\$67	\$2	\$21	\$70	\$10
Total Direct Labor-Related Costs	\$1,527	\$71	\$576	\$1,594	\$235
Direct Fuel Costs	\$135	\$6	\$51	\$141	\$18
Other Direct Costs	\$255	\$12	\$98	\$266	\$35
Depreciation - Collection Vehicle	\$335	\$25	\$202	\$558	\$60
Depreciation - Container	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$335	\$25	\$202	\$558	\$60
Logic	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)	\$846	\$39	\$319	\$883	\$354
General and Administrative (using lift for Agency Drop)	\$254	\$12	\$96	\$265	\$32
Overhead	\$486	\$23	\$183	\$507	\$62
Vehicle Maintenance	\$122	\$6	\$46	\$127	\$15
Contractor Maintenance (using lift for Agency Drop)	\$1,708	\$79	\$644	\$1,783	\$468
Total Allocated Indirect Costs including Depreciation and Interest	\$17	\$1	\$7	\$18	\$2
Total Allocated Indirect Depreciation Costs (Form 9)	\$0	\$0	\$0	\$0	\$0
Annual Implementation Cost Allocation (Form 4)	\$4,178	\$194	\$1,576	\$4,309	\$646
Total Annual Cost of Operations	\$4,889	\$208	\$1,665	\$4,489	\$689
Profit (insert Operating Ratio below)	90.5%				
Total Operating Costs before Pass-Through Cost Allocation	\$4,616	\$215	\$1,741	\$4,418	\$687
Contractor Pass-Through Costs					
Interest Expense	\$113	\$5	\$43	\$118	\$13
Total Contractor Pass-Through Costs	\$132	\$5	\$43	\$118	\$13
TOTAL BASE CONTRACTOR'S COMPENSATION	\$4,229	\$208	\$1,784	\$4,309	\$689

Service Level Shareholders Used for Future Service Level Cost Adjustments	Lifts	Lifts	Lifts	Ratio
2014	728	312	789	41
2015	832	364	780	53
2016	858	390	936	40
Rolling Three-Year Average	806	355	833	45

D. Town of Adirondack Allocated Costs - Agency Facilities

	Step 1: Index Based Adjustments			
	264,176	264,176	264,176	764,176
PP CPT-W- Wages (2017 Listed as Example)	264,176	264,176	264,176	764,176
CY CPT-W- Wages (2017 Listed as Example)	100.0%	100.0%	100.0%	100.0%
CPT-W- Wages Adjustment				
PV CPT-W- Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CV CPT-W- Medical (2017 Listed as Example)	100.0%	100.0%	100.0%	100.0%
CPT-W- Medical Adjustment				
PP CPT-U- Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CY CPT-U- Motor Fuel (2017 Listed as Example)	100.0%	100.0%	100.0%	100.0%
CPT-U- Motor Fuel Adjustment				
PP CPT-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CY CPT-U (2017 Listed as Example)	100.0%	100.0%	100.0%	100.0%
CPT-U Adjustment				

Agency Facilities	Agency Facilities				Agency Facilities Total
	Can and Bus Solid Waste	Can and Bus Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBA	\$942	\$44	\$355	\$983	\$145
Remainder for CBA	\$440	\$20	\$166	\$460	\$68
Payroll Taxes	\$78	\$4	\$30	\$82	\$12
Workers' Compensation Incentives	\$62	\$3	\$24	\$20	\$16
Total Direct Labor-Related Costs	\$1,238	\$71	\$576	\$1,394	\$4,004
Direct Fuel Costs	\$135	\$6	\$51	\$141	\$352
Other Direct Costs	\$255	\$12	\$96	\$266	\$663
Depreciation - Collection Vehicles	\$535	\$25	\$302	\$558	\$1,380
Depreciation - Containers	\$535	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$0	\$25	\$202	\$538	\$1,380
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9) General and Administrative (excluding Utility for Agency Costs)	\$866	\$39	\$319	\$883	\$2,442
Operational Vehicle Maintenance	\$254	\$12	\$96	\$265	\$659
Container Maintenance (excluding Utility for Agency Costs)	\$485	\$23	\$83	\$507	\$1,260
Total Allocated Indirect Costs including Depreciation and Interest	\$1,708	\$66	\$446	\$1,783	\$4,712
Total Allocated Indirect Depreciation Costs (Form 9)	\$17	\$1	\$7	\$18	\$45
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$4,178	\$194	\$1,576	\$4,340	\$11,156
Profit (Insert Operating Ratio below)	\$439	\$20	\$165	\$458	\$1,171
	90.5%				
Total Operating Costs before Pass-Through Cont. Allocation	\$4,616	\$215	\$1,741	\$4,818	\$12,327
Contractor Pass-Through Costs					
Interest Expense	\$113	\$3	\$4	\$118	\$302
Total Contractor Pass-Through Costs	\$113	\$3	\$4	\$118	\$302
TOTAL BASE CONTRACTOR'S COMPENSATION	\$4,729	\$218	\$1,745	\$4,937	\$12,629

SEVIMA COLLECTION AGREEMENT

D. Town of Abington Adopted 12/19/13 - Agency Facilities

Proposed Compensation

2021

	Step 2: Service Level Adjustments					
	Lifts	Lifts	Lifts	Lifts	Lifts	Heads
2014	728	312	780	41		
2015	832	364	780	55		
2016	858	380	906	40		
Prior Year Rolling Three-Year Average	806	353	837	45		
2014	728	312	780	41		
2015	832	364	780	53		
2016	858	390	906	40		
Current Year Rolling Three-Year Average	806	358	839	48		
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Agency Facilities					
	E	G	F	H	I	Total
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAY	\$942	\$44	\$355	\$383	\$145	\$2,669
Benefit for CBAY	\$440	\$20	\$166	\$460	\$68	\$1,154
Payroll Taxes	\$78	\$4	\$30	\$70	\$12	\$305
Wages for Compaction Operators	\$52	\$3	\$25	\$20	\$10	\$126
Total Direct Labor Related Costs	\$1,522	\$77	\$576	\$1,253	\$253	\$4,004
Direct Fuel Costs	\$135	\$6	\$51	\$141	\$18	\$352
Other Direct Costs	\$255	\$12	\$98	\$266	\$35	\$663
Depreciation - Collection Vehicles	\$335	\$25	\$202	\$558	\$80	\$1,380
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$335	\$25	\$202	\$558	\$80	\$1,380
Losses	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)						
Gravel and Administration (avg lift, for Agency Costs)	\$866	\$39	\$319	\$887	\$354	\$2,442
Operations	\$534	\$12	\$96	\$563	\$32	\$659
Vehicl. Maintenance	\$486	\$23	\$183	\$507	\$62	\$1,260
Container Maintenance (avg lift, for Agency Costs)	\$122	\$6	\$46	\$127	\$51	\$351
Total Allocated Indirect Costs including Depreciation and Interest	\$1,708	\$79	\$664	\$1,783	\$498	\$4,712
Total Allocated Indirect Depreciation Costs (Form 5)	\$17	\$1	\$7	\$18	\$1	\$45
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$4,178	\$184	\$1,876	\$4,460	\$848	\$11,156
Profit (Insert Operating Ratio below)	\$139	\$20	\$188	\$498	\$39	\$1,177
Total Operating Costs before Pass-Through Cost Allocation						
Contractor Pass-Through Costs	\$4,616	\$219	\$1,741	\$4,938	\$887	\$12,327
Interest Expense	\$113	\$5	\$45	\$118	\$13	\$297
Total Contractor Pass-Through Costs	\$4,729	\$224	\$1,786	\$5,056	\$900	\$12,624
TOTAL BASE CONTRACTOR'S COMPENSATION						

Proposed Compensation 2021

BWMA COLLECTION AGREEMENT
City of Belmont Allocated Costs - SED

	Statistics Used for Year 2021 Cost Allocation Only		2021		Total
	6,765	6,760	6,548	2,092	6,765
City # of accounts	6,765	6,760	6,548	2,092	6,765
SEDMA # of accounts	94,530	94,572	90,725	29,504	94,530
City % of accounts %	7.2%	7.2%	7.2%	7.1%	7.2%
City Total Route Labor hours year	2,939.79	2,517.44	2,510.23	925.16	8,983
SEDMA Total Route Labor hours year	46,232.55	42,856.20	39,114.12	13,045.24	341,248
City % of route hours year %	6.4%	6.1%	6.4%	7.1%	6.4%
City # of route hours/year	2,670.48	2,379.36	2,185.18	925.16	8,160
SEDMA # of route hours/year	42,847.89	38,390.04	34,949.16	13,045.24	129,222
City % of route hours/year %	6.2%	6.2%	6.3%	7.1%	6.3%
City Total Contractors in Service	6,793	6,802	6,774	2,092	22,461
SEDMA Total Contractors in Service	96,806	96,284	93,941	29,504	322,535
City Total Contractors in Service %	7.1%	7.1%	7.2%	7.1%	7.0%

Single Family Dwelling	Solid Waste		Employee Pass-Through Materials		Dynamic Materials (including Bidder Totals)		Ter-Or-Coll Collection Units		Single Family Dwelling Total
	A	B	C	D	E	F	G	H	
Annual Cost of Operations									
Dues, Labor-Related Costs	\$246,613	\$193,052	\$174,529	\$63,622	\$679,818				
Wages for CDAs	\$113,915	\$94,045	\$81,162	\$34,220	\$370,302				
Bonuses for CDAs	\$20,518	\$16,278	\$14,321	\$5,393	\$56,561				
Family Dues	\$12,371	\$13,892	\$12,424	\$4,533	\$45,435				
Workers' Compensation Insurance	\$398,659	\$319,222	\$283,693	\$107,668	\$1,099,175				
Total Direct Labor Related Costs	\$25,512	\$25,930	\$21,719	\$3,006	\$76,188				
Direct Fuel Costs	\$33,598	\$34,149	\$28,966	\$4,608	\$101,541				
Other Direct Costs	\$38,078	\$35,535	\$38,103	\$3,771	\$111,487				
Depreciation - Collection Vehicles	\$18,838	\$19,540	\$22,466	\$0	\$60,874				
Depreciation - Systems	\$56,916	\$53,075	\$57,600	\$2,771	\$172,361				
Depreciation for Collection Equipment	\$0	\$0	\$0	\$0	\$0				
Lease									
Allocated Indirect Costs excluding Depreciations and Interest (Form 9)	\$125,875	\$132,029	\$129,764	\$5,175	\$391,842				
General and Administrative	\$22,541	\$23,102	\$22,904	\$1,056	\$69,825				
Overhead	\$43,086	\$44,533	\$49,811	\$2,017	\$133,452				
Vehicle Maintenance	\$17,887	\$18,712	\$17,513	\$744	\$54,556				
Dynamic Maintenance	\$210,391	\$218,279	\$214,014	\$8,992	\$651,975				
Total Allocated Indirect Costs excluding Depreciation and Interest	\$1,351	\$1,410	\$1,422	\$65	\$4,258				
Total Allocated Indirect Costs, Depreciation Cost (Form 9)	\$0	\$0	\$0	\$0	\$0				
Annual Implementation Cost, Amortization (Form A)	\$736,415	\$664,365	\$697,486	\$127,310	\$2,115,497				
Total Annual Cost of Operations	\$79,254	\$68,699	\$63,761	\$3,364	\$222,099				
Profit (Insert Operating Ratio below)	96.5%								
Total Proposed Costs before Pass-Through Cost Allocation	\$807,469	\$723,056	\$671,167	\$140,674	\$1,327,566				
Contractor Pass-Through Costs									
Interest Expense	\$13,928	\$13,597	\$14,136	\$680	\$42,371				
Total Contractor Pass-Through Costs	\$16,298	\$15,897	\$15,126	\$898	\$43,261				
TOTAL BASE CONTRACTOR'S COMPENSATION	\$823,767	\$738,953	\$686,293	\$141,564	\$1,370,827				

Services Level Statistics Used for Future Services Level Cost Adjustments		
Accounts	2014	Accounts
6,759	6,759	6,759
6,789	6,789	6,789
6,765	6,765	6,765
Rolling Three-Year Average	6,771	6,771

BWMA COLLECTION AGREEMENT
City of Belmont Allocated Costs - SF1

Proposed Compensation

2023

Step 1: Index Based Adjustments

PY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Minor Paid (2017 Listed as Example)	209,252	209,252	209,252	209,252
CY CPI-U-Minor Paid (2017 Listed as Example)	209,252	209,252	209,252	209,252
CPI-U-Minor Paid Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%

	Social Work		Targeted Recyclable Materials		Organic Materials (Including In-House Traps)		Two On-Call Collection Events		Single Family Dwelling Total
	A	B	C	D	E	F	G		
Annual Cost of Operations									
Direct Labor-Related Costs									
Wages for CBAs	\$246,615	\$195,053	\$174,328	\$63,622	\$679,818				
Benefits for CBAs	\$113,595	\$94,045	\$82,162	\$34,220	\$324,362				
Payroll Taxes	\$20,518	\$16,228	\$14,321	\$5,295	\$56,561				
Workers Compensation Insurance	\$17,821	\$13,892	\$12,654	\$4,533	\$46,455				
Total Direct Labor Related Costs	\$395,659	\$310,222	\$283,645	\$107,688	\$1,092,173				
Direct Fuel Costs	\$25,512	\$25,590	\$21,739	\$3,006	\$76,188				
Other Direct Costs	\$33,598	\$54,149	\$28,946	\$4,808	\$101,541				
Depreciation - Collection Vehicles	\$38,078	\$35,533	\$35,103	\$2,771	\$111,487				
Depreciation - Containers	\$18,838	\$19,540	\$22,496	\$0	\$62,874				
Depreciation for Collection Equipment	\$56,916	\$55,075	\$57,600	\$3,771	\$172,361				
Lane	\$0	\$0	\$0	\$0	\$0				
Allocated Indirect Costs including Depreciation and Interest (Form 9)									
General and Administrative	\$126,873	\$132,029	\$120,764	\$5,175	\$393,842				
Operations	\$22,544	\$23,302	\$22,294	\$1,066	\$69,825				
Vehicle Maintenance	\$40,086	\$44,535	\$43,813	\$2,017	\$133,452				
Contractor Maintenance	\$17,887	\$18,712	\$17,513	\$744	\$58,556				
Total Allocated Indirect Costs including Depreciation and Interest	\$210,391	\$218,579	\$214,014	\$8,962	\$651,975				
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,361	\$1,410	\$1,422	\$65	\$4,238				
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0				
Total Annual Cost of Operations	\$726,415	\$659,365	\$607,406	\$127,310	\$2,115,497				
Profit (Insert Operating Ratio below)	\$76,354	\$65,609	\$63,761	\$13,264	\$132,069				
Total Proposed Costs before Pass-Through Cost Allocation	90.5%	\$723,669	\$671,167	\$140,574	\$2,247,566				
Contractor Pass-Through Costs									
Interest Expense	\$13,598	\$13,507	\$14,126	\$680	\$42,771				
Total Contractor Pass-Through Costs	\$13,598	\$13,507	\$14,126	\$680	\$42,771				
TOTAL BASE CONTRACTOR'S COMPENSATION	\$16,972	\$16,953	\$17,603	\$1,344	\$55,542				

Step 2: Service Level Adjustments			
	Accounts	Accounts	Accounts
2014	6,759	6,759	6,759
2015	6,789	6,789	6,789
2016	6,765	6,765	6,765
Prior Year Rolling Three-Year Average	6,771	6,771	6,771
2014	6,759	6,759	6,759
2015	6,789	6,789	6,789
2016	6,765	6,765	6,765
Current Year Rolling Three-Year Average	6,771	6,771	6,771
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%
65% Service Level Adjustment Factor	65.0%	65.0%	65.0%

	Single Family Dwelling			
	A	B	C	D
Annual Cost of Operations				
Direct Labor-Related Costs				
Wages for CBAs	\$246,615	\$195,002	\$179,328	\$63,622
Benefits for CBAs	\$111,935	\$94,045	\$82,167	\$34,120
Payroll Taxes	\$20,518	\$16,228	\$14,571	\$4,291
Workers' Compensation Insurance	\$17,371	\$13,897	\$12,434	\$4,533
Total Direct Labor Related Costs	\$396,439	\$319,232	\$298,534	\$107,668
Direct Fuel Costs	\$25,512	\$25,000	\$21,739	\$3,006
Other Direct Costs	\$33,598	\$34,149	\$28,986	\$4,808
Depreciation - Collection Vehicles	\$38,078	\$35,535	\$35,103	\$2,771
Depreciation - Computers	\$18,838	\$19,340	\$22,486	\$0
Depreciation for Collection Equipment	\$56,916	\$55,075	\$37,090	\$2,771
Lease	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)				
General and Administrative	\$126,873	\$132,029	\$129,764	\$5,175
Operations	\$22,544	\$23,302	\$22,924	\$1,056
Vehicle Maintenance	\$43,086	\$44,535	\$45,813	\$2,017
Contractor Maintenance	\$17,987	\$18,712	\$17,513	\$744
Total Allocated Indirect Cost excluding Depreciation and Interest	\$210,391	\$218,579	\$214,014	\$8,992
Total Allocated Indirect Depreciation Costs (From 9)	\$1,361	\$1,410	\$1,422	\$65
Annual Implementation Cost (Amortization) (From A)	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$726,415	\$684,365	\$667,406	\$127,310
Profit (Insert Operating Ratio below)	\$76,354	\$68,690	\$63,761	\$13,364
Total Proposed Costs before Pass-Through Cost Allocation	\$802,669	\$753,055	\$671,167	\$140,674
Contractor Pass-Through Costs				
Material Expense	\$13,098	\$13,107	\$14,126	\$680
Total Contractor Pass-Through Costs	\$13,098	\$13,107	\$14,126	\$680
TOTAL BASE CONTRACTOR'S COMPENSATION	\$815,767	\$766,162	\$685,293	\$141,354
Single Family Dwelling Dwelling Total				
				\$839,862
				\$69,825
				\$133,482
				\$54,826
				\$631,975
				\$4,238
				\$0
				\$2,115,497
				\$22,669
				\$1,317,246
				\$42,271
				\$43,271
				\$1,279,312

SBWMA COLLECTION AGREEMENT

Proposed Compensation 2021

D. City of Belmont Allocated Costs - MFD & Commercial

	441	454	86	8	Total
City # of Accounts	10,332	10,210	1,712	195	2,092
SBWMA % of Accounts	4.3%	4.4%	5.0%	4.1%	7.1%
City Total Route Labor hours year	3,048.77	2,204.05	438.63	287.13	925.16
SBWMA % Total Route Labor hours year	47.871.85	27,111.92	6,356.65	6,167.11	13,045.24
City Total Route Labor hours year %	6.8%	5.1%	6.7%	6.3%	7.1%
City # of route hours/year	1,838.44	2,126.44	401.91	267.13	925.16
SBWMA % of route hours/year	31,307.08	25,244.12	6,046.06	6,167.11	13,045.24
City # of route hours/year %	5.9%	6.4%	6.0%	4.2%	7.1%
City Total Commissions in Service	781	1,081	132	8	2,092
SBWMA Total Commissions in Service	17,258	19,703	2,059	333	29,504
City Total Commissions in Service %	4.5%	5.3%	6.4%	2.4%	7.1%

	A	B	C	D	E	F	G
Annual Cost of Operations							
Wages for CDA	\$323,670	\$164,905	\$47,355	\$21,271	\$10,255	\$566,857	
Benefits for CDA	\$159,333	\$75,994	\$14,904	\$7,541	\$3,644	\$255,415	
Pavement for CDA	\$26,929	\$13,670	\$3,940	\$1,770	\$853	\$37,162	
Workers Compensation Insurance	\$21,060	\$11,205	\$3,374	\$1,515	\$721	\$30,382	
Total Direct Labor Related Costs	\$327,993	\$263,775	\$69,572	\$31,098	\$16,693	\$599,821	
Direct Fuel Costs	\$28,476	\$17,217	\$6,278	\$3,048	\$1,115	\$55,134	
Other Direct Costs	\$36,191	\$27,715	\$7,617	\$3,866	\$1,525	\$79,041	
Depreciation - Collection Vehicles	\$35,090	\$26,343	\$11,204	\$5,270	\$1,062	\$76,468	
Depreciation - Vehicles	\$3,466	\$4,596	\$5,439	\$0	\$265	\$16,216	
Depreciation for Collection Equipment	\$40,556	\$30,339	\$16,502	\$3,270	\$1,327	\$92,084	
Lease	\$0	\$0	\$0	\$0	\$0	\$0	
Allocated Indirect Costs including Depreciation and Interest (From 9)	\$40,103	\$44,271	\$58,952	\$23,708	\$2,128	\$169,223	
General and Administrative	\$11,288	\$11,104	\$15,908	\$5,104	\$434	\$49,819	
Vehicle Maintenance	\$21,516	\$33,690	\$30,403	\$9,756	\$829	\$99,215	
Vehicle Miscellaneous	\$5,300	\$7,477	\$10,641	\$3,848	\$1,065	\$27,082	
Total Allocated Indirect Costs including Depreciation and Interest	\$79,087	\$101,914	\$116,077	\$40,563	\$5,697	\$341,338	
Total Allocated Indirect Depreciation Costs (From 9)	\$710	\$1,050	\$129	\$367	\$26	\$2,933	
Annual Implementation City Administration (From 9)	\$0	\$0	\$0	\$0	\$0	\$0	
Total Annual Cost of Operations	\$716,811	\$642,810	\$217,065	\$99,133	\$24,583	\$1,481,983	
Profit (Insert Operating Ratio below)	\$75,461.51	\$66,799	\$22,786	\$8,631	\$2,581	\$155,299	
98.5%							
Total Proposed Costs before Pass-Through Cost Allocation	\$791,174	\$709,609	\$239,851	\$109,965	\$27,163	\$1,637,462	
Contractor Pass-Through Costs							
Interest Expense	\$12,851	\$9,772	\$5,289	\$1,076	\$420	\$33,368	
Total Contractor Pass-Through Costs	\$12,851	\$9,772	\$5,289	\$1,076	\$420	\$33,368	
TOTAL BASE CONTRACTOR'S COMPENSATION	\$804,025	\$719,381	\$245,140	\$111,041	\$27,583	\$1,670,830	

Service Level	2014	2015	2016	Rolling Three-Year Average
Life	65,793	61,243	60,359	62,465
Life	74,958	79,612	81,965	78,845
Life	5,902	8,385	10,192	8,160
Result	155	160	146	154

Step 1: Index Based Adjustments

	264,176	264,176	264,176	264,176	264,176	264,176
FY CPE-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176	264,176
CY CPE-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176	264,176
CPE-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
FY CPE-V-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815	477,815
CY CPE-V-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815	477,815
CPE-V-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
FY CPE-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252	209,252
CY CPE-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252	209,252
CPE-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
FY CPE-I (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983	269,983
CY CPE-I (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983	269,983
CPE-I Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

	K Cap. and Bus. Note Wages	F Contract Bus Proc. Public, Materials	G Contract Bus Materials (including Taxes, Fuel)	H Total Drop Box Services (All Materials)	J Total On-Call Collection Vehicle	MFD & Commercial Total
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$323,670	\$164,305	\$47,355	\$31,271	\$10,255	\$566,857
Benefits for CBAs	\$154,332	\$73,594	\$14,904	\$7,441	\$5,084	\$255,415
Payroll Taxes	\$36,929	\$13,670	\$3,940	\$1,770	\$833	\$47,162
Wages, Compensation Incentives	\$33,600	\$11,206	\$3,324	\$1,315	\$331	\$40,367
Total Direct Labor-Related Costs	\$527,993	\$265,275	\$69,572	\$32,098	\$16,883	\$809,821
Direct Fuel Costs	\$28,476	\$11,217	\$5,278	\$2,048	\$1,115	\$35,114
Other Direct Costs	\$39,191	\$23,715	\$7,617	\$3,886	\$1,355	\$79,943
Depreciation - Collection Vehicles	\$35,090	\$25,843	\$11,204	\$3,270	\$1,062	\$76,468
Depreciation - Containers	\$3,466	\$4,096	\$5,489	\$0	\$365	\$16,216
Depreciation for Collection Equipment	\$40,556	\$30,839	\$16,092	\$3,270	\$1,327	\$92,684
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)	\$40,163	\$44,271	\$38,552	\$23,708	\$1,128	\$169,222
Garage and Vehicle (Inv. Operation)	\$11,208	\$17,104	\$15,908	\$5,104	\$434	\$49,819
Vehicle Maintenance	\$21,536	\$32,600	\$30,405	\$9,756	\$829	\$95,215
Container Maintenance	\$6,120	\$7,850	\$10,812	\$1,995	\$306	\$27,682
Total Allocated Indirect Costs including Depreciation and Interest	\$79,087	\$101,914	\$116,077	\$40,563	\$3,897	\$341,338
Total Allocated Indirect Depreciation Costs (Form 9)	\$710	\$1,050	\$829	\$367	\$56	\$2,083
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$716,012	\$445,010	\$317,965	\$82,333	\$24,583	\$1,481,903
Profit (insert Operating Ratio below)	\$75,162	\$46,399	\$22,786	\$8,632	\$7,581	\$155,569
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$791,174	\$491,409	\$339,951	\$90,965	\$27,163	\$1,637,462
Contractor Pass-Through Costs						
Insurance Expense	\$12,651	\$9,772	\$5,239	\$1,036	\$430	\$29,368
Total Contractor Pass-Through Costs	\$12,651	\$9,772	\$5,239	\$1,036	\$430	\$29,368
TOTAL BASE CONTRACTOR'S COMPENSATION	\$803,825	\$501,181	\$345,190	\$91,999	\$27,594	\$1,666,830

D. City of Belmont Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments			
	Lifts	Lifts	Lifts
2014	65,799	74,958	5,902
2015	61,243	79,612	8,385
2016	60,359	81,965	10,192
Three-Year Rolling Average	62,465	78,845	8,160
		Lifts	Lifts
2014	65,799	74,958	5,902
2015	61,243	79,612	8,385
2016	60,359	81,965	10,192
Three-Year Rolling Average	62,465	78,845	8,160
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%

	Card and Bin Indirect Waste	Card and Bin Subsidiary Materials	Card and Bin Outputs Materials (including Recycle Thru)	Food Prep Bin Services (All Materials)	Two Dec-All Collection Bins	MFD & Commercial Total
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$324,070	\$144,305	\$47,335	\$21,271	\$10,255	\$566,857
Benefits for CBAs	\$154,533	\$73,594	\$14,004	\$7,541	\$5,044	\$355,615
Payroll Taxes	\$26,929	\$12,670	\$3,940	\$1,770	\$853	\$47,162
Workers Compensation Insurance	\$23,050	\$11,205	\$3,212	\$1,515	\$731	\$40,392
Total Direct Labor-Related-Costs	\$527,582	\$263,275	\$69,572	\$32,098	\$16,883	\$909,821
Direct Fuel Costs	\$28,476	\$17,217	\$6,278	\$2,048	\$1,115	\$55,134
Other Direct Costs	\$39,191	\$27,715	\$7,617	\$3,816	\$1,535	\$79,943
Depreciation - Collection Vehicles	\$35,090	\$23,343	\$11,204	\$3,270	\$1,062	\$76,468
Depreciation - Containers	\$3,466	\$4,596	\$5,489	\$0	\$355	\$16,310
Depreciation for Collection Equipment	\$40,556	\$30,239	\$16,692	\$3,270	\$1,327	\$92,684
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)						
General and Administrative	\$40,163	\$44,271	\$58,932	\$23,708	\$2,128	\$169,222
Operations	\$11,268	\$17,104	\$15,508	\$5,104	\$454	\$49,819
Vehicle Maintenance	\$21,336	\$32,690	\$30,403	\$9,756	\$829	\$95,215
Container Maintenance	\$6,120	\$7,850	\$10,612	\$1,995	\$306	\$27,882
Total Allocated Indirect Costs including Depreciation and Interest	\$79,087	\$101,914	\$116,077	\$40,563	\$3,697	\$341,338
Total Allocated Indirect Depreciation Costs (From 9)	\$710	\$1,050	\$129	\$367	\$26	\$2,982
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$716,012	\$442,810	\$317,665	\$86,229	\$21,583	\$1,614,983
Profit (Insert Operating Ratio below)	\$75,162	\$44,359	\$22,766	\$8,632	\$2,581	\$155,569
Total Proposed Costs before Pass-Through Cost Allocation	\$791,174	\$487,169	\$340,431	\$94,861	\$24,164	\$1,817,462
Contractor Pass-Through Costs						
Interest Expense	\$12,851	\$9,772	\$5,289	\$1,036	\$20	\$29,368
Total Contractor Pass-Through Costs	\$12,851	\$9,772	\$5,289	\$1,036	\$20	\$29,368
TOTAL BASE CONTRACTOR'S COMPENSATION	\$804,025	\$496,941	\$345,720	\$95,897	\$24,184	\$1,846,830

B. City of Belmont Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments

	2021	2022	2023
PV CPE-W-Wages (2017 Listed as Example)	264,176	264,176	264,176
CY CPE-W-Wages (2017 Listed as Example)	264,176	264,176	264,176
CPE-W-Wages Adjustment	100.0%	100.0%	100.0%
PV CPE-W-Medical (2017 Listed as Example)	477,815	477,815	477,815
CY CPE-W-Medical (2017 Listed as Example)	477,815	477,815	477,815
CPE-W-Medical Adjustment	100.0%	100.0%	100.0%
PV CPE-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252
CY CPE-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252
CPE-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%
PV CPE-U (2017 Listed as Example)	269,983	269,983	269,983
CY CPE-U (2017 Listed as Example)	269,983	269,983	269,983
CPE-U Adjustment	100.0%	100.0%	100.0%

Agency Facilities	Cert and Bin Waste	Cert and Bin Organic Materials	Cert and Bin Recyclable Materials	Total Drop Bo. Services (All Materials)	Yard and Events	Agency Facilities Total
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CWA	\$5,987	\$799	\$2,293	\$2,360	\$479	\$9,818
Benefits for CWA	\$1,864	\$255	\$1,072	\$1,103	\$224	\$4,418
Payroll Taxes	\$332	\$63	\$191	\$196	\$40	\$622
Workers Compensation Insurance	\$284	\$54	\$163	\$168	\$34	\$539
Total Direct Labor Related Costs	\$8,467	\$1,251	\$3,718	\$3,827	\$777	\$16,021
Direct Fuel Costs	\$514	\$98	\$296	\$304	\$61	\$1,273
Other Direct Costs	\$970	\$785	\$558	\$574	\$115	\$3,402
Depreciation - Collection Vehicles	\$2,102	\$400	\$1,209	\$1,244	\$198	\$5,153
Depreciation - Operations	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$2,102	\$400	\$1,209	\$1,244	\$198	\$5,153
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)						
General and Administrative (Using Life for Agency Cost)	\$6,941	\$7,322	\$3,991	\$4,108	\$1,020	\$17,382
Operations	\$979	\$185	\$463	\$479	\$107	\$2,414
Vehicle Maintenance	\$1,871	\$355	\$1,076	\$1,107	\$204	\$4,614
Contract Maintenance (Using Life for Agency Cost)	\$998	\$90	\$574	\$591	\$147	\$2,408
Total Allocated Indirect Costs including Depreciation and Interest	\$10,788	\$12,054	\$6,203	\$6,385	\$1,477	\$26,909
Total Allocated Indirect Depreciation Costs (Form 9)	\$69	\$15	\$39	\$41	\$6	\$168
Annual Impassment Cost Assumptions (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$28,910	\$3,882	\$12,024	\$12,376	\$3,638	\$61,926
Profit (Insert Operating Ratio below)	\$2,195	\$0	\$1,262	\$1,299	\$277	\$5,451
Total Operating Costs before Pass-Through Cost Allocation	\$31,105	\$4,480	\$13,286	\$13,675	\$3,915	\$67,477
Contractor Pass-Through Costs						
Interest Expense	\$446	\$35	\$256	\$264	\$42	\$1,083
Total Contractor Pass-Through Costs	\$446	\$35	\$256	\$264	\$42	\$1,083
TOTAL BASE CONTRACTOR'S COMPENSATION	\$31,551	\$4,865	\$13,542	\$13,939	\$3,957	\$68,560

D. City of Belmont Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments			
	Lifts	Lifts	Hours
2014	4,784	3,380	3,640
2015	5,408	3,640	4,160
2016	6,604	4,004	5,148
Prior Year Rolling Three-Year Average	5,599	3,675	4,316
2014	4,784	3,380	3,640
2015	5,408	3,640	4,160
2016	6,604	4,004	5,148
Current Year Rolling Three-Year Average	5,599	3,675	4,316
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%
65% Service Level Adjustment Factor	160.0%	100.0%	160.0%

Agency Facilities	F	G	H	I	J	K	L	M	N	O	P
	Cur and Bin Solid Waste	Cur and Bin Organic Materials	Cur and Bin Recyclable Materials	Can and Bin Recyclable Materials	Total Drop Pay Services (All Materials)	Vehicles and Events	1	2	3	4	5
Annual Cost of Operations											
Direct Labor-Related Costs											
Wages for CBA's	\$3,987	\$759	\$2,293	\$479	\$8,260	\$479					\$9,278
Benefits for CBA's	\$1,864	\$355	\$1,072	\$224	\$1,107	\$224					\$4,618
Payroll Taxes	\$332	\$69	\$191	\$40	\$196	\$40					\$822
Workers Compensation Insurance	\$284	\$58	\$163	\$34	\$168	\$34					\$704
Total Direct Labor-Related Costs	\$6,467	\$1,231	\$3,518	\$777	\$3,827	\$777					\$16,021
Direct Fuel Costs	\$314	\$36	\$296	\$61	\$304	\$61					\$1,273
Other Direct Costs	\$970	\$185	\$558	\$115	\$574	\$115					\$2,402
Depreciation - Collection Vehicles	\$2,102	\$400	\$1,209	\$198	\$1,244	\$198					\$5,153
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0					\$0
Depreciation for Collection Equipment	\$2,102	\$400	\$1,209	\$198	\$1,244	\$198					\$5,153
Lease	\$0	\$0	\$0	\$0	\$0	\$0					\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)											
Operations and Maintenance (using lifts for Agency Costs)	\$6,041	\$1,322	\$3,991	\$1,020	\$4,108	\$1,020					\$17,382
Operations	\$79	\$186	\$363	\$97	\$379	\$97					\$2,414
Vehicle Maintenance	\$1,871	\$356	\$1,076	\$294	\$1,076	\$294					\$4,614
Container Maintenance (using lifts for Agency Costs)	\$968	\$190	\$574	\$167	\$592	\$167					\$2,498
Total Allocated Indirect Costs excluding Depreciation and Interest	\$10,788	\$2,044	\$6,203	\$1,477	\$6,385	\$1,477					\$26,909
Total Allocated Indirect Depreciation Costs (Form 9)	\$0	\$13	\$39	\$6	\$41	\$6					\$168
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0					\$0
Total Annual Cost of Operations	\$20,910	\$3,983	\$12,024	\$1,635	\$12,376	\$1,635					\$53,276
Profit (Insert Operating Ratio below)	\$1,195	\$418	\$1,262	\$377	\$1,299	\$377					\$5,461
Total Operating Costs before Pass-Through Cost Allocation	\$23,105	\$4,401	\$13,286	\$2,011	\$13,675	\$2,011					\$57,377
Contractor Pass-Through Costs											
Interest Expense	\$446	\$83	\$256	\$42	\$364	\$42					\$1,092
Total Contractor Pass-Through Costs	\$446	\$83	\$256	\$42	\$364	\$42					\$1,092
TOTAL BASE CONTRACTOR'S COMPENSATION	\$23,551	\$4,484	\$13,542	\$2,053	\$14,039	\$2,053					\$58,469

SEWMA COLLECTION AGREEMENT

Proposal Compensation 2021

D. City of Buckhannon Allocated Cost (i.e. SVD)

City # of accounts	6,616	6,612	6,536	2,018	6,626,000
SEWMA # of accounts	94,380	94,773	90,723	29,364	94,380,000
City # of accounts %	-0.9%	7.6%	7.2%	6.9%	-0.9%
City Total Billing Labor hours year	3,016,641	2,425,28	2,094,59	893,31	9,028,82
SEWMA Total Billing Labor hours year	46,332,55	42,835,30	39,114,12	13,045,24	143,248,13
City Total Billing Labor hours cost %	6.5%	5.7%	6.4%	6.9%	6.4%
City # of total billing year	2,728,65	2,166,28	2,233,80	897,21	8,090,24
SEWMA # of total billing yr	42,847,19	38,380,04	34,889,16	13,045,24	129,322,38
City Total Billing Labor hours cost %	6.5%	5.6%	6.4%	6.8%	6.3%
City Total Wastewater in Service	5,877	6,719	6,699	2,018	23,136,000
SEWMA Total Wastewater in Service	95,006	96,284	99,941	29,304	312,335,000
City Total Wastewater in Service %	6.1%	7.0%	6.7%	6.8%	6.1%

Annual Cost of Operations	Total Wage	Temporary Employees (including Holiday Pay)	City Family (including Holiday Pay)	Pro-Proc. Allocation	Single Family Dwelling Total
Annual Cost of Operations					
Direct Labor Costs					
Wages for City	\$259,062	\$180,233	\$187,246	\$61,263	\$892,504
Benefits for City	\$116,913	\$87,148	\$88,104	\$33,066	\$324,235
Travel Expenses	\$21,855	\$15,077	\$15,087	\$5,105	\$58,784
Peripus Compensation Increases	\$18,002	\$12,828	\$12,828	\$2,827	\$58,626
Total Direct Labor (Wages + Benefits)	\$416,000	\$295,286	\$298,267	\$108,841	\$1,115,170
Direct Indirect Costs	\$26,754	\$26,688	\$27,215	\$2,990	\$75,469
Other Direct Costs	\$31,210	\$11,691	\$9,420	\$4,637	\$100,559
Depreciation - Other (Vehicles, etc.)	\$17,005	\$33,353	\$35,972	\$2,672	\$110,800
Depreciation - Collection Equipment	\$18,572	\$19,301	\$22,540	\$0	\$60,130
Lease	\$8,477	\$51,684	\$88,319	\$2,871	\$170,263
Allocated Indirect Costs (including Depreciation and Interest (Form 9))	\$0	\$0	\$0	\$0	\$0
Grand Total Administration	\$124,266	\$129,139	\$129,238	\$4,972	\$357,726
Vehicle Maintenance	\$33,626	\$21,215	\$21,426	\$1,012	\$66,284
Utilities per Administration	\$45,154	\$46,547	\$44,772	\$1,946	\$132,419
Total Allocated Indirect Costs (including Depreciation and Interest)	\$310,681	\$209,548	\$214,664	\$8,674	\$642,330
Total Allocation (Depreciation Costs (Form 9))	\$1,426	\$1,294	\$1,453	\$62	\$4,226
Annual Implementation Fee (Incorporated (Form 9))	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$741,948	\$612,899	\$630,729	\$121,791	\$2,107,913
Profit (Insert Operating Ratio below)	\$77,986	\$61,282	\$66,209	\$12,886	\$212,273
Total Proposed Costs before Pass-Through Cost Allocation	\$819,934	\$674,181	\$696,938	\$134,677	\$2,320,186
Contractor Pass-Through Costs	\$14,341	\$12,698	\$14,254	\$683	\$41,819
Total Contractor Pass-Through Costs	\$14,341	\$12,698	\$14,254	\$683	\$41,819
TOTAL BASE CONTRACTOR'S COMPENSATION	\$834,275	\$686,879	\$711,192	\$135,360	\$2,361,995

Sample Level Statistics Used for Future Sample Level Adjustments	Accounts	Accounts
2014	5,684	5,684
2015	6,608	6,608
2016	6,626	6,626
Rolling Three-Year Average	6,613	6,613

SEWMA COLLECTION AGREEMENT
D. City of Baltimore Allocated Costs - SFU

	Step 1: Index Based Adjustments	B	C	D
CPW W-Weir (2017 Listed as Example)	264,176	264,176	264,176	264,176
CPW W-Weir (2017 Listed as Example)	264,176	264,176	264,176	264,176
CPW W-Weir Adjustment	100.0%	100.0%	100.0%	100.0%
CPW W-Mechanical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CPW W-Mechanical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CPW W-Mechanical Adjustment	100.0%	100.0%	100.0%	100.0%
CPW U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CPW U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CPW U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
CPW U-Other Fuel (2017 Listed as Example)	269,983	269,983	269,983	269,983
CPW U-Other Fuel (2017 Listed as Example)	269,983	269,983	269,983	269,983
CPW U-Other Fuel Adjustment	100.0%	100.0%	100.0%	100.0%

	Single Family Dwelling	Target Rate-able Benefits	Operator's Materials (Direct Materials - Fees)	Unit Cost-Cell Construction Basis	Single Family Dwelling Total
	A	B	C	D	E
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages For Crews	\$252,062	\$189,733	\$187,346	\$61,367	\$682,404
Benefits For Crews	\$11,093	\$8,144	\$8,196	\$3,003	\$124,333
Overhead For Crews	\$1,055	\$1,073	\$1,537	\$5,105	\$56,784
Permit Fees	\$10,888	\$12,256	\$13,248	\$4,722	\$58,626
Indirect Compensation Expenses	\$40,000	\$35,737	\$36,477	\$10,845	\$113,170
Total Direct Labor Related Costs	\$285,098	\$237,943	\$243,164	\$95,048	\$323,327
Travel Fuel Costs	\$28,735	\$22,688	\$22,215	\$2,900	\$76,459
Other Direct Costs	\$15,210	\$11,081	\$9,620	\$4,637	\$106,559
Depreciation - Collection Vehicles	\$19,905	\$12,339	\$13,877	\$2,472	\$110,802
Depreciation - Computers	\$11,572	\$19,301	\$23,247	\$0	\$60,120
Depreciation for Collection Equipment	\$58,477	\$1,654	\$36,119	\$2,672	\$170,932
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)					
Contract and Administration	\$134,266	\$120,139	\$120,328	\$4,882	\$387,728
Overhead	\$1,028	\$1,215	\$1,426	\$1,018	\$69,584
Vehicle's Insurance	\$43,134	\$40,457	\$44,773	\$1,546	\$132,419
Contractor's Insurance	\$17,654	\$18,464	\$17,319	\$717	\$54,155
Total Allocated Indirect Costs including Depreciation and Interest	\$210,081	\$209,265	\$214,844	\$8,774	\$643,383
Total Annual Cost of Operations	\$495,179	\$447,208	\$458,008	\$104,822	\$1,027,219
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$495,179	\$447,208	\$458,008	\$104,822	\$1,027,219
Profit (Insert Operating Ratio below)	90.5%	\$77,846	\$77,846	\$77,846	\$221,273
Total Proposed Costs before Pass-Through Cost Allocation	\$317,333	\$277,362	\$283,162	\$133,606	\$739,192
Contractor Pass-Through Costs					
Interest Expense	\$14,541	\$12,669	\$14,264	\$665	\$41,919
Total Contractor Pass-Through Costs	\$14,541	\$12,669	\$14,264	\$665	\$41,919
TOTAL BASK CONTRACTOR'S COMPENSATION	\$331,874	\$290,031	\$297,426	\$140,271	\$781,111

D. City of Burlington Allocated Costs - MFD & Commercial

Step 2: Rates Based Adjustments

	2016	2017	2018	2019	2020	2021
CV Wages (2017 Landed as Example)	264,176	264,176	264,176	264,176	264,176	264,176
CV Wages (2017 Landed as Example)	264,176	264,176	264,176	264,176	264,176	264,176
CV Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
CV Wages (2017 Landed as Example)	477,813	477,813	477,813	477,813	477,813	477,813
CV Wages (2017 Landed as Example)	477,813	477,813	477,813	477,813	477,813	477,813
CV Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
CV Motor Fuel (2017 Landed as Example)	309,252	309,252	309,252	309,252	309,252	309,252
CV Motor Fuel (2017 Landed as Example)	309,252	309,252	309,252	309,252	309,252	309,252
CV Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
CV (2017 Landed as Example)	267,963	267,963	267,963	267,963	267,963	267,963
CV (2017 Landed as Example)	267,963	267,963	267,963	267,963	267,963	267,963
CV Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

	Cost and Fee Based Programs	Cost and Fee Based Programs (Including Highway Taxes)	To D Landed as Example	Ave (16 C) Call Collection Units	MFD & Commercial Total
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CRA	\$728,923	\$328,906	\$1,684	\$1,684	\$1,132,248
Wages for CRA	\$347,558	\$128,711	\$25,711	\$25,711	\$508,980
Payroll Taxes	\$60,648	\$21,531	\$4,787	\$4,787	\$71,153
Wages for CRA	\$4,883	\$1,716	\$362	\$362	\$6,323
Total Direct Labor-Related Costs	\$1,139,012	\$482,866	\$120,033	\$120,033	\$1,679,884
Direct Fuel Costs	\$52,027	\$18,021	\$3,604	\$3,604	\$67,656
Other Direct Costs	\$85,577	\$30,468	\$6,193	\$6,193	\$122,268
Depreciation - Collection Vehicles	\$71,513	\$25,509	\$5,101	\$5,101	\$82,115
Depreciation - Computers	\$17,481	\$6,208	\$1,241	\$1,241	\$24,920
Depreciation for Collection Equipment	\$94,974	\$33,878	\$6,775	\$6,775	\$135,527
Lane	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)					
General and Administrative	\$125,863	\$45,347	\$9,069	\$9,069	\$180,289
Operations	\$34,892	\$12,101	\$2,420	\$2,420	\$49,413
Vehicle Maintenance	\$47,575	\$16,287	\$3,257	\$3,257	\$67,089
Insurance	\$19,542	\$6,744	\$1,349	\$1,349	\$27,645
Total Allocated Indirect Costs including Depreciation and Interest	\$237,872	\$80,489	\$16,095	\$16,095	\$334,452
Total Allocated Indirect Depreciation Costs (From 9)	\$1,500	\$514	\$103	\$103	\$2,117
Annual Implementation Cost (From 9)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,653,566	\$603,846	\$146,344	\$146,344	\$2,406,060
Profit (Insert Operating Ratio below)	\$173,518	\$64,542	\$12,908	\$12,908	\$263,976
Total Proposed Costs before Pass-Through Cost Allocation	\$1,827,084	\$668,388	\$159,252	\$159,252	\$2,673,776
Contractor Pass-Through Costs					
Interest Expense	\$28,577	\$10,518	\$2,104	\$2,104	\$43,203
Total Contractor Pass-Through Costs	\$28,577	\$10,518	\$2,104	\$2,104	\$43,203
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,855,661	\$678,906	\$161,356	\$161,356	\$2,716,981

D. City of Buena Vista Allocated Costs - MFD & Commercial

	Step 2: Services Level Adjustments		Lifts	Lifts	Lifts	Lifts	Lifts	Lifts
	2014	2015						
2014	200,356	201,591	20,575	1,486				
2015	200,746	212,489	31,772	1,420				
2016	195,507	212,957	35,098	1,590				
2017	198,870	209,801	32,348	1,499				
Prior Year Rolling Three-Year Average								
2014	200,356	201,591	20,575	1,486				
2015	200,746	212,489	31,772	1,420				
2016	195,507	212,957	35,098	1,590				
Current Year Rolling Three-Year Average								
2017	198,870	209,801	32,348	1,499				
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%				
65% Service Level Adjustment Factor	65.0%	65.0%	65.0%	65.0%				

MFD & Commercial	Cost and Fee Sold	Cost and Fee Allocated	Cost and Fee (Vehicle, Mobile, Mobile)	Cost and Fee (Vehicle, Mobile, Mobile)	Total Direct Costs (All Services)	Type Cost Allocation	MFD & Commercial Total
Annual Cost of Operations							
Direct Labor-Related Costs							
Wages for CBAs	\$726,923	\$332,006	\$81,694	\$133,824	\$332,006	\$3,391	\$1,233,348
Benefits for CBAs	\$247,543	\$124,772	\$32,071	\$45,875	\$124,772	\$4,989	\$330,831
Payroll Taxes	\$60,646	\$30,323	\$8,297	\$11,772	\$30,323	\$1,232	\$62,332
Workers Compensation Insurance	\$1,833	\$917	\$252	\$353	\$917	\$36	\$1,926
Total Direct Labor Related Costs	\$1,036,945	\$518,098	\$142,314	\$203,024	\$518,098	\$16,633	\$1,272,825
Travel/Expenses	\$62,007	\$31,004	\$8,297	\$11,772	\$31,004	\$1,232	\$65,043
Other Direct Costs	\$86,577	\$43,289	\$11,664	\$16,332	\$43,289	\$1,701	\$90,290
Depreciation - Collection Vehicle	\$77,518	\$38,759	\$10,506	\$14,708	\$38,759	\$1,510	\$80,777
Depreciation - Computers	\$17,465	\$8,733	\$2,413	\$3,351	\$8,733	\$341	\$18,529
Depreciation for Collection Equipment	\$94,974	\$47,487	\$13,114	\$18,556	\$47,487	\$1,879	\$99,824
Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)							
General and administrative	\$125,600	\$62,800	\$17,465	\$23,945	\$62,800	\$2,512	\$130,957
Insurance	\$24,892	\$12,446	\$3,413	\$4,708	\$12,446	\$494	\$26,642
Vehicle & Maintenance	\$47,575	\$23,788	\$6,506	\$8,858	\$23,788	\$951	\$49,134
Contract Insurance	\$19,542	\$9,771	\$2,706	\$3,674	\$9,771	\$381	\$20,528
Total Allocated Indirect Costs including Depreciation and Interest	\$217,614	\$108,806	\$29,890	\$41,186	\$108,806	\$4,244	\$229,856
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,500	\$750	\$214	\$294	\$750	\$30	\$1,530
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,265,065	\$632,604	\$183,344	\$258,394	\$632,604	\$25,177	\$1,350,425
Profit (Insert Operating Ratio below)	\$175,516	\$87,758	\$24,542	\$33,889	\$87,758	\$3,510	\$191,024
98.5%							
Total Proposed Costs before Pass-Through Cost Allocation	\$1,265,065	\$632,604	\$183,344	\$258,394	\$632,604	\$25,177	\$1,350,425
Contractor Pass-Through Costs							
Interest Expense	\$23,577	\$11,789	\$3,351	\$4,535	\$11,789	\$467	\$24,793
Total Contractor Pass-Through Costs	\$23,577	\$11,789	\$3,351	\$4,535	\$11,789	\$467	\$24,793
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,288,642	\$644,393	\$186,695	\$262,929	\$644,393	\$25,644	\$1,375,218

D. City of Burlingame Allocated Costs - Agency Facilities

Agency	2020	2021	% Change
CPWA Weighs (2017 Lined as Example)	264,176	264,176	100.0%
CPWA Weighs (2017 Lined as Example)	264,176	264,176	100.0%
CPWA Weighs Adjustment	100.0%	100.0%	100.0%
CPWA Weighs (2017 Lined as Example)	477,815	477,815	100.0%
CPWA Weighs (2017 Lined as Example)	477,815	477,815	100.0%
CPWA Weighs Adjustment	100.0%	100.0%	100.0%
CPWA Motor Fuel (2017 Lined as Example)	209,252	209,252	100.0%
CPWA Motor Fuel (2017 Lined as Example)	209,252	209,252	100.0%
CPWA Motor Fuel Adjustment	100.0%	100.0%	100.0%
CPWA (2017 Lined as Example)	269,983	269,983	100.0%
CPWA (2017 Lined as Example)	269,983	269,983	100.0%
CPWA Adjustment	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Sold - Wagon	Cart and Bin - Upgrade, additional	Cart and Bin - Materials	Total Deprec. - Wagon and Bin	Wagon and Bin - Total	Agency Facilities - Total
Annual Cost of Operations						
Direct Labor-related Costs						
Wages for CB 1's	\$24,878	\$184	\$1,474	\$24,878	\$24,878	\$24,878
Benefits for CB 1's	\$11,670	\$226	\$889	\$11,670	\$11,670	\$11,670
Payroll Taxes	\$2,070	\$40	\$113	\$2,070	\$2,070	\$2,070
Vehicle Compensation Insurance	\$1,722	\$34	\$105	\$1,722	\$1,722	\$1,722
Total Direct Labor Related Costs	\$40,340	\$785	\$2,581	\$40,340	\$40,340	\$40,340
Dues Paid (copy)	\$1,664	\$21	\$78	\$1,664	\$1,664	\$1,664
Other Data! Costs	\$5,028	\$98	\$238	\$5,028	\$5,028	\$5,028
Depreciation - Collection Vehicle	\$10,830	\$211	\$542	\$10,830	\$10,830	\$10,830
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$10,830	\$211	\$542	\$10,830	\$10,830	\$10,830
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)	\$20,210	\$395	\$1,243	\$20,210	\$20,210	\$20,210
General and administrative (e.g., Ins. for - Major Costs)	\$3,665	\$69	\$200	\$3,665	\$3,665	\$3,665
Vehicle Maintenance	\$9,481	\$188	\$575	\$9,481	\$9,481	\$9,481
Contractor's Compensation (using Life B. - Agency Copy)	\$2,219	\$37	\$115	\$2,219	\$2,219	\$2,219
Total Allocated Indirect Costs including Depreciation and Interest	\$27,975	\$719	\$2,249	\$27,975	\$27,975	\$27,975
Total Allocated Indirect Depreciation Costs (Form 9)	\$334	\$7	\$31	\$334	\$334	\$334
Annual Amortization Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$78,208	\$1,892	\$5,798	\$78,208	\$78,208	\$78,208
Profit (Insert Operating Ratio below)	\$16,264	\$198	\$604	\$16,264	\$16,264	\$16,264
Total Operating Costs before Pass-Through Cost Allocation	\$117,412	\$2,090	\$6,402	\$117,412	\$117,412	\$117,412
Contractor Pass-Through Costs	\$2,798	\$45	\$136	\$2,798	\$2,798	\$2,798
Interest Expense	\$3,298	\$46	\$136	\$3,298	\$3,298	\$3,298
TOTAL BASE CONTRACTOR'S COMPENSATION	\$108,709	\$346	\$868	\$108,709	\$108,709	\$108,709

SBVMA COLLECTION AGREEMENT

Proposed Compensation 2021

D.C. of Burdette Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments					
	2014	2015	2016	2017	2018
2014	33,488	37,258	37,284	36,810	36,810
2015	37,258	37,284	36,810	36,810	36,810
2016	37,284	36,810	36,810	36,810	36,810
Prior Year Rolling Three-Year Average	36,810	36,810	36,810	36,810	36,810
2014	33,488	37,258	37,284	36,810	36,810
2015	37,258	37,284	36,810	36,810	36,810
2016	37,284	36,810	36,810	36,810	36,810
Current Year Rolling Three-Year Average	36,810	36,810	36,810	36,810	36,810
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%
65% Service Level Adjustment Factor	70.0%	70.0%	70.0%	70.0%	70.0%

Agency Facilities	Cost and Fee Schedule	Cost and Fee Schedule	Cost and Fee Schedule	Cost and Fee Schedule	Cost and Fee Schedule	Agency Facilities
	2014	2015	2016	2017	2018	Total
Annual Cost of Operations						
Direct Labor Allocated Costs	\$24,378	\$24,378	\$24,378	\$24,378	\$24,378	\$24,378
Wages for CEAs	\$11,630	\$11,630	\$11,630	\$11,630	\$11,630	\$11,630
Benefits for CEAs	\$2,079	\$2,079	\$2,079	\$2,079	\$2,079	\$2,079
Personal Items	\$1,272	\$1,272	\$1,272	\$1,272	\$1,272	\$1,272
Vehicle Compensation Income	\$40,351	\$40,351	\$40,351	\$40,351	\$40,351	\$40,351
Total Direct Labor Allocated Costs	\$59,664	\$59,664	\$59,664	\$59,664	\$59,664	\$59,664
Direct Fuel Costs	\$3,664	\$3,664	\$3,664	\$3,664	\$3,664	\$3,664
Other Direct Costs	\$3,664	\$3,664	\$3,664	\$3,664	\$3,664	\$3,664
Depreciation - Collection Vehicle	\$10,859	\$10,859	\$10,859	\$10,859	\$10,859	\$10,859
Depreciation - Computers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$10,859	\$10,859	\$10,859	\$10,859	\$10,859	\$10,859
Labors	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)	\$20,310	\$20,310	\$20,310	\$20,310	\$20,310	\$20,310
General and Administrative (Using 80% of Agency Fees)	\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$3,063
Vehicle Insurance	\$2,081	\$2,081	\$2,081	\$2,081	\$2,081	\$2,081
Contractor Insurance (Using 10% of Agency Fees)	\$2,913	\$2,913	\$2,913	\$2,913	\$2,913	\$2,913
Total Allocated Indirect Costs including Depreciation and Interest	\$28,267	\$28,267	\$28,267	\$28,267	\$28,267	\$28,267
Total Allocated Indirect Depreciation Costs (Form 9)	\$5,412	\$5,412	\$5,412	\$5,412	\$5,412	\$5,412
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$87,931	\$87,931	\$87,931	\$87,931	\$87,931	\$87,931
Profit (Insert Operating Ratio Below)	\$0.5%	\$0.5%	\$0.5%	\$0.5%	\$0.5%	\$0.5%
Total Operating Costs before Pass-Through Cost Allocation	\$87,426	\$87,426	\$87,426	\$87,426	\$87,426	\$87,426
Contractor Pass-Through Costs	\$2,291	\$2,291	\$2,291	\$2,291	\$2,291	\$2,291
Interest Expense	\$45	\$45	\$45	\$45	\$45	\$45
Total Contractor Pass-Through Costs	\$2,336	\$2,336	\$2,336	\$2,336	\$2,336	\$2,336
TOTAL BASE CONTRACTOR'S COMPENSATION	\$89,762	\$89,762	\$89,762	\$89,762	\$89,762	\$89,762

SEWMA COLLECTION AGREEMENT

Proposed Compensation 2021

D. City of East Palo Alto Allocated Costs - STD

Statistical Used for Year 2021 Cost Allocation Only	A	B	C	D	Total
City of East Palo Alto	4,186	4,164	4,151	1,647	4,188
City of Menlo Park	94,980	94,972	94,725	29,504	94,580
City of Redwood City	4,698	4,698	4,698	-668	4,698
City of San Bruno	2,438,330	1,872,118	1,986,031	728,018	6,960
City of San Mateo	46,223,555	42,846,200	39,141,412	11,043,234	34,248
City of San Francisco	3,394	4,698	5,096	5,668	1,078
City of San Jose	2,180,118	1,655,779	1,842,839	728,018	6,407
City of Sunnyvale	42,847,839	38,280,044	31,949,116	13,045,204	128,232
City of Cupertino	4,223	4,176	4,207	1,647	10,252
City of Fremont	96,896	96,884	99,941	39,504	32,538
City of Hayward	4,444	4,444	4,444	4,444	4,444

Single Family Dwelling	A	B	C	D	Total
Annual Cost of Operations	\$204,385	\$198,515	\$135,985	\$50,069	\$329,662
Direct Labor - Hourly	\$94,425	\$97,268	\$64,022	\$26,020	\$253,740
Benefits for Labor	\$17,601	\$11,698	\$11,315	\$4,106	\$44,093
Variable Compensation Insurance	\$15,562	\$2,940	\$2,882	\$1,562	\$7,758
Total Direct Labor Related Costs	\$130,117	\$122,311	\$88,281	\$34,752	\$304,461
Direct Fuel Costs	\$20,428	\$18,304	\$18,304	\$2,266	\$39,270
Other Direct Costs	\$7,749	\$3,764	\$3,764	\$1,764	\$10,433
Depreciation - Collection Vehicle	\$1,887	\$4,329	\$9,605	\$2,181	\$17,601
Depreciation for Collection Equipment	\$11,398	\$11,398	\$11,371	\$0	\$22,769
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Interest) (Form 9)	\$78,506	\$51,327	\$67,362	\$4,075	\$194,169
Contract and Management	\$18,402	\$18,316	\$19,233	\$831	\$36,784
Operations	\$35,178	\$30,992	\$36,690	\$1,288	\$104,705
Vehicle Maintenance	\$11,317	\$11,498	\$10,879	\$398	\$24,692
Travel - Support	\$10,300	\$10,023	\$10,471	\$3,079	\$34,879
Total Allocated Indirect Costs (including Depreciation and Interest)	\$11,111	\$9,981	\$11,399	\$51	\$32,541
Total Annual Indirect Depreciation Costs (Form 9)	\$0	\$0	\$0	\$0	\$0
Annual Indirect Costs (including Depreciation and Interest) (Form 9)	\$665,744	\$477,949	\$457,997	\$106,192	\$1,571,932
Total Annual Cost of Operations	\$853,397	\$676,464	\$646,977	\$166,254	\$1,642,996
Profit (Insert Operating Ratio below)	90.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$853,313	\$676,488	\$646,974	\$166,278	\$1,573,278
Contractor Pass-Through Costs	\$10,483	\$9,907	\$10,687	\$335	\$30,724
Interest Expense	\$18,485	\$20,927	\$18,682	\$335	\$58,429
Total Contractor Pass-Through Costs	\$28,968	\$30,834	\$29,369	\$670	\$89,153
TOTAL BASE CONTRACTOR'S COMPENSATION					\$1,662,431

Service Level Statistics Used for Future Service Level Cost Allocations	Accounts	Accounts
2014	4,155	4,155
2015	4,164	4,164
2016	4,186	4,186
Rolling Three-Year Average	4,168	4,168

SEWMA COLLECTION AGREEMENT
D. City of East Palo Alto Allocated Costs - STD

Step 1. Index Based Adjustments

PY CPW-Wages (2017 Listed as Example)	264.17%	264.17%	264.17%	264.17%
CY CPW-Wages (2017 Listed as Example)	264.17%	264.17%	264.17%	264.17%
CPW-Wage Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPW-Mechanical (2017 Listed as Example)	477.81%	477.81%	477.81%	477.81%
CY CPW-Mechanical (2017 Listed as Example)	477.81%	477.81%	477.81%	477.81%
CPW-Mechanical Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPW-Motor Fuel (2017 Listed as Example)	269.25%	269.25%	269.25%	269.25%
CY CPW-Motor Fuel (2017 Listed as Example)	269.25%	269.25%	269.25%	269.25%
CPW-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPFU (2017 Listed as Example)	269.98%	269.98%	269.98%	269.98%
CY CPFU (2017 Listed as Example)	269.98%	269.98%	269.98%	269.98%
CPFU Adjustment	100.0%	100.0%	100.0%	100.0%

Annual Cost of Operations	Single Family Dwelling		Organic Materials (including Friction Taxes)	1% On-Call Collection Inv. Ch	Single Family Dwelling Total
	Sub. Wm.	Target Bi-Weekly Metrics			
	A	B	C	D	E
Direct Labor-Related Costs					
Wages for CPW	\$204,205	\$129,515	\$135,999	\$20,609	\$29,569
Benefits for CPW's	\$94,420	\$67,268	\$64,022	\$26,920	\$23,248
Payroll Taxes	\$17,005	\$11,608	\$11,313	\$4,166	\$4,005
Workers Compensation Insurance	\$14,838	\$9,840	\$9,682	\$3,567	\$3,728
Total Direct Labor Related Costs	\$330,477	\$208,231	\$231,021	\$34,722	\$60,550
Exact Fuel Costs	\$20,228	\$18,045	\$18,234	\$2,266	\$9,573
Other Direct Costs	\$27,429	\$23,764	\$27,446	\$7,784	\$7,423
Depreciation - Collection Vehicles	\$11,087	\$74,729	\$25,605	\$2,181	\$67,601
Depreciation - Machinery	\$11,708	\$11,995	\$13,971	\$0	\$7,695
Depreciation for Collection Equipment	\$42,795	\$16,728	\$45,576	\$2,181	\$12,877
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)					
General and Administrative	\$78,266	\$81,137	\$82,262	\$4,475	\$246,169
Utilities	\$18,403	\$18,216	\$19,233	\$831	\$6,784
Vehicle Maintenance	\$38,176	\$39,992	\$26,990	\$1,288	\$104,709
Contractor Insurance	\$11,117	\$11,488	\$10,876	\$386	\$14,887
Total Allocated Indirect Costs including Depreciation and Interest	\$143,202	\$140,023	\$149,421	\$7,079	\$49,726
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,111	\$881	\$1,399	\$51	\$3,343
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$485,744	\$447,469	\$467,997	\$106,192	\$1,271,804
Profit (Insert Operating Ratio below)	\$99,287	\$47,844	\$48,877	\$10,617	\$164,596
Total Proposed Costs before Pass-Through Cost Allocation	\$585,031	\$495,313	\$516,874	\$116,809	\$1,436,399
Contractor Pass-Through Costs					
Income Expense	\$10,481	\$9,007	\$10,687	\$335	\$30,224
Total Contractor Pass-Through Costs	\$10,481	\$9,007	\$10,687	\$335	\$30,224
TOTAL BASE CONTRACTOR'S COMPENSATION	\$595,512	\$504,320	\$527,561	\$117,144	\$1,466,623

D. City of Effort Pays Any Allocated Costs - SFD

Step 2: Service Level Adjustments			
	Accounts	Accounts	Accounts
2014	4,135	4,135	4,135
2013	4,164	4,164	4,164
2016	4,186	4,186	4,186
Prior Year Rolling Three-Year Average	4,162	4,162	4,162
2014	4,135	4,135	4,135
2015	4,164	4,164	4,164
2016	4,186	4,186	4,186
Current Year Rolling Three-Year Average	4,162	4,162	4,162
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%
10% Service Level Adjustment Effect	100.0%	100.0%	100.0%

	A	B	C	D	E
	Fixed Wage	Tracked Jurisdictional Materials	Operator Materials (including Holiday Items)	Prod. (incl. all Collection Events)	Single Family Dwelling Total
Annual Cost of Operations					
Direct Labor-Retail Costs					
Wages, etc. (CA)	\$304,385	\$139,513	\$135,995	\$50,069	\$579,962
Benefits (by CA)	\$94,425	\$47,250	\$46,022	\$16,330	\$193,645
Payroll Taxes	\$17,095	\$1,268	\$1,315	\$466	\$19,644
W-9 (all) Compensation Increases	\$14,592	\$9,550	\$9,683	\$3,462	\$37,293
TOTAL Direct Labor / Retailer-Costs	\$330,597	\$207,831	\$212,021	\$84,327	\$834,776
Travel Fuel Costs	\$20,828	\$18,645	\$18,334	\$2,366	\$59,973
Other Direct Costs	\$71,429	\$1,764	\$24,446	\$3,784	\$103,423
Depreciation - Collection Vehicles	\$1,097	\$24,729	\$29,025	\$3,141	\$58,092
Depreciation - Containers	\$1,795	\$1,996	\$1,971	\$0	\$5,762
Depreciation for Collection Equipment	\$4,785	\$16,725	\$43,576	\$2,311	\$67,497
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)					
Gen. & Inv. Maintenance	\$14,526	\$9,127	\$4,263	\$4,073	\$32,092
Overhead	\$18,495	\$16,316	\$14,333	\$331	\$49,475
Market Maintenance	\$15,176	\$30,992	\$16,999	\$1,588	\$64,755
Customer Maintenance	\$1,117	\$1,498	\$10,876	\$384	\$14,875
Total Allocated Indirect Costs including Depreciation and Interest	\$49,314	\$67,952	\$46,471	\$7,076	\$171,813
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,111	\$281	\$1,139	\$51	\$3,671
Annual Implementation Cost Assumptions (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$565,344	\$447,859	\$447,897	\$108,162	\$1,579,262
Profit (target Operating Ratio below)	\$50,397	\$47,014	\$46,877	\$18,517	\$164,805
Total Proposed Costs before Pass-Through Cost Allocations	\$615,741	\$494,873	\$494,774	\$126,679	\$1,743,062
Contractor Pass-Through Costs					
Interest Expense	\$10,463	\$9,817	\$10,887	\$335	\$31,402
Total Contractor Pass-Through Costs	\$10,463	\$9,817	\$10,887	\$335	\$31,402
TOTAL BASE CONTRACTOR'S COMPENSATION	\$55,344	\$52,390	\$52,390	\$18,852	\$179,076

SEWMA COLLECTORS AGREEMENT 2021
D. City of Essex Paid All Allocated Costs - MFD & Commercial

Category	2014	2015	2016	Total
City # of Accounts	164	185	191	540
SEWMA % Allocation	1,712	1,915	2,004	5,631
City # of Accounts %	3.0%	3.4%	3.6%	3.0%
City Total Rate Labor hours year	1,490,029	1,465,111	1,428,088	4,383,228
SEWMA 1900 People Labor hours year	6,107,131	6,336,655	6,107,131	18,550,917
City Total Rate Labor hours %	2.1%	2.3%	2.3%	2.3%
City # of rate hours year	1,238,065	1,400,977	1,395,966	4,035,008
SEWMA 2 of rate hours year	31,307,088	6,046,036	6,107,131	43,460,255
City # of rate hours %	5.9%	2.9%	4.3%	4.4%
City # of rate hours in Service	370	170	20	560
SEWMA Total Collection in Service	17,450	2,059	333	19,842
City Total (Variable) in Service %	3.1%	0.1%	0.0%	3.2%

MFD & Commercial	City and the		City and the		Total (MFD & Commercial)	
	City and the	City and the	City and the	City and the	City and the	City and the
Amount Cost of Operations						
Direct Labor-Subcontract	\$15,529	\$4,139	\$18,140	\$23,567	\$20,071	\$20,071
Wages Inc. CDIA	\$75,900	\$15,237	\$5,000	\$5,125	\$1,540	\$1,540
Benefits Inc. CDIA	\$13,188	\$3,677	\$1,240	\$1,961	\$731	\$731
Payroll Tax's	\$1,183	\$328	\$1,238	\$1,482	\$225	\$225
Workers Compensation Insurance	\$28,570	\$7,023	\$2,576	\$3,551	\$1,281	\$1,281
Total Direct Labor Subcontract / Wages	\$10,115	\$4,142	\$2,102	\$2,269	\$78	\$78
Other Direct Costs	\$28,587	\$7,472	\$3,672	\$4,206	\$1,208	\$1,208
Depreciation - Collection Vehicles	\$23,554	\$6,987	\$3,210	\$3,623	\$836	\$836
Depreciation - Computers	\$4,046	\$3,104	\$760	\$830	\$310	\$310
Depreciation for Collection Trainers	\$27,600	\$10,472	\$1,131	\$5,823	\$3,044	\$3,044
Taxes	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Per 9)	\$12,290	\$3,607	\$17,420	\$5,562	\$1,625	\$1,625
General and Administrative	\$7,564	\$4,611	\$2,330	\$2,643	\$562	\$562
Operations	\$14,456	\$8,915	\$1,084	\$1,089	\$665	\$665
Vehicle Maintenance	\$5,592	\$3,522	\$1,550	\$2,031	\$251	\$251
Utilities / Materials	\$50,700	\$33,623	\$1,624	\$7,214	\$2,910	\$2,910
Total Allocated Indirect Costs including Depreciation and Interest	\$77	\$283	\$71	\$407	\$11	\$11
Total (Insert Labor, Depreciation, Costs (From 9)	\$0	\$0	\$0	\$0	\$0	\$0
Actual Expenses (Per City Assurances (From 9)	\$39,666	\$147,144	\$18,460	\$103,140	\$18,347	\$18,347
Total Annual Cost of Operations	\$41,007.09	\$15,443	\$10,330	\$10,851	\$2,031	\$2,031
Profit (Insert Operating Ratio below)	99.5%					
Total (Insert Total Cost before Profit-Through Cost Allocation)	\$41,007.09	\$15,443	\$10,330	\$10,851	\$2,031	\$2,031
Contractor Profit-Through Costs	\$9,113	\$3,354	\$5,700	\$7,113	\$241	\$241
Interest Expense	\$6,833	\$2,384	\$3,200	\$3,188	\$84	\$84
Total Contractor Profit-Through Costs	\$15,946	\$5,738	\$8,900	\$10,301	\$325	\$325
TOTAL BASE CONTRACTORS COMPENSATION						
Service Level Benefits Used for Rate Services Level Cost Adjustments						
2014	\$4,032	\$4,511	\$4,412	\$4,412	\$4,412	\$4,412
2015	\$4,384	\$4,793	\$4,664	\$4,664	\$4,664	\$4,664
2016	\$4,583	\$4,853	\$4,819	\$4,819	\$4,819	\$4,819
Base Three Year Average	\$4,333	\$4,719	\$4,632	\$4,632	\$4,632	\$4,632

Category	2014	2015	2016	Total
SEWMA 3 of rate hours year	1,490,029	1,465,111	1,428,088	4,383,228
SEWMA 4 of rate hours year	6,107,131	6,336,655	6,107,131	18,550,917
SEWMA 5 of rate hours year	1,238,065	1,400,977	1,395,966	4,035,008
SEWMA 6 of rate hours year	31,307,088	6,046,036	6,107,131	43,460,255
SEWMA 7 of rate hours year	370	170	20	560
SEWMA 8 of rate hours year	17,450	2,059	333	19,842
SEWMA 9 of rate hours year	3.1%	0.1%	0.0%	3.2%

B. City of East Palo Alto Allocated Costs - MFD & Commercial

	Step 2: Services Level Adjustments		Step 3: Services Level Adjustments	
	2014	2015	2014	2015
Direct Labor-Related Costs				
Wages for Civil	45,632	43,511	9,412	197
Benefits for Civil	43,784	47,563	9,664	179
Payroll Taxes	44,382	47,853	10,016	197
Worker Compensation Benefits	44,389	46,319	9,639	191
Prior Year Rollback Three-Year Average				
	45,632	43,511	9,412	197
	43,784	47,563	9,664	179
	44,382	47,853	10,016	197
	44,389	46,319	9,639	191
Current Year Rollback Three-Year Average				
	45,632	43,511	9,412	197
	43,784	47,563	9,664	179
	44,382	47,853	10,016	197
	44,389	46,319	9,639	191
100% Services Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%
65% Services Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%

	Cost and the 2021 Allocation	Cost and the 2021 Allocation	Cost and the 2021 Allocation	Cost and the 2021 Allocation	Cost and the 2021 Allocation	Cost and the 2021 Allocation
	2021	2021	2021	2021	2021	2021
MFD & Commercial						
Annual Cost of Operations						
Direct Labor-Related Costs	\$18,596	\$4,189	\$16,142	\$23,367	\$6,071	\$20,487
Wages for Civil	\$75,380	\$15,997	\$5,990	\$8,315	\$3,969	\$11,762
Benefits for Civil	\$13,188	\$1,677	\$1,345	\$1,961	\$671	\$2,041
Payroll Taxes	\$1,620	\$166	\$143	\$163	\$52	\$154
Worker Compensation Benefits	\$28,570	\$7,022	\$3,716	\$3,962	\$1,238	\$4,000
Total Direct Labor-Related Costs	\$119,115	\$4,662	\$12,302	\$13,269	\$578	\$18,105
Direct Fuel Costs	\$26,307	\$7,672	\$2,672	\$4,205	\$1,265	\$1,814
65% Direct Fuel	\$23,554	\$6,997	\$1,930	\$3,423	\$836	\$1,460
Depreciation - Collection Vehicles	\$4,046	\$1,304	\$7,601	\$0	\$709	\$1,460
Depreciation - Containers	\$7,600	\$10,272	\$1,231	\$3,223	\$3,044	\$3,770
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Items 9)						
Contract and Administration	\$12,249	\$5,007	\$12,420	\$15,562	\$4,675	\$16,004
Utilities	\$7,344	\$4,611	\$5,380	\$6,833	\$242	\$2,752
Vehicle Maintenance	\$4,829	\$3,192	\$10,664	\$10,069	\$633	\$4,335
Contractor Materials	\$38,769	\$33,623	\$14,280	\$4,938	\$241	\$3,528
Total Allocated Indirect Costs including Depreciation and Interest	\$63,191	\$46,833	\$42,344	\$37,402	\$12,910	\$15,620
Total Allocated Indirect Depreciation Costs (Item 9)	\$177	\$33	\$291	\$467	\$21	\$177
Annual Implementation Cost Amortization (Item A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$200,686	\$167,184	\$183,469	\$103,180	\$18,347	\$43,912
Profit (Insert Operating Ratio below)	\$41,029	\$15,440	\$10,258	\$16,831	\$2,031	\$6,892
Total Proposed Costs before Pass-Through Cost Allocation	\$431,285	\$182,577	\$203,712	\$116,011	\$21,378	\$50,544
Contractor Pass-Through Costs						
Interest Expense	\$9,113	\$3,354	\$1,700	\$1,183	\$341	\$1,572
Total Contractor Pass-Through Costs	\$9,113	\$3,354	\$1,700	\$1,183	\$341	\$1,572
TOTAL BASE CONTRACTOR'S COMPENSATION	\$440,398	\$185,931	\$205,412	\$117,194	\$21,719	\$52,116

SEWMA COLLECTION AGREEMENT
D. City of East Palo Alto Allocated Costs - Agency Facilities
 Proposed Compensation 2011

Step 2: In-line Based Adjustments

	F	G	H	I	J	K	L	M	N
FF CPE-W-Vegas (2017 Limited as Example)		264,176	264,176	264,176	264,176				264,176
CF CPE-W-Vegas (2017 Limited as Example)		264,176	264,176	264,176	264,176				264,176
CEP-W-Vegas Adjustment		100.0%	100.0%	100.0%	100.0%				100.0%
FF CPE-W-Medical (2017 Limited as Example)		477,815	477,815	477,815	477,815				477,815
CF CPE-W-Medical (2017 Limited as Example)		477,815	477,815	477,815	477,815				477,815
CPE-W-Medical Adjustment		100.0%	100.0%	100.0%	100.0%				100.0%
FF CPE-L-Union Feed (2017 Limited as Example)		209,252	209,252	209,252	209,252				209,252
CF CPE-L-Union Feed (2017 Limited as Example)		209,252	209,252	209,252	209,252				209,252
CPE-L-Union Feed Adjustment		100.0%	100.0%	100.0%	100.0%				100.0%
FF CPE-U (2017 Limited as Example)		269,853	269,853	269,853	269,853				269,853
CF CPE-U (2017 Limited as Example)		269,853	269,853	269,853	269,853				269,853
CPE-U Adjustment		100.0%	100.0%	100.0%	100.0%				100.0%

Agency Facilities	Cost and Base Spold Variable	Cost and Base Dynamic Materials	Cost and Base Variable Materials	Total Time Inv. Service (All Materials)	Variable and Inverse	Agency Facilities Total
Annual Cost of Operations						
Direct Labor-Related Costs						
Payroll for Ops	\$216	\$0	\$27	\$786	\$83	\$1,139
Payroll for Ops-1	\$110	\$0	\$13	\$372	\$38	\$520
Payroll for Ops-2	\$20	\$0	\$2	\$66	\$7	\$95
Payroll for Ops-3	\$172	\$0	\$12	\$527	\$56	\$681
Vehicle Maintenance	\$753	\$0	\$94	\$1,294	\$130	\$1,694
Total Project Labor Related Costs	\$999	\$0	\$126	\$3,039	\$314	\$3,859
Other Direct Costs	\$92	\$0	\$6	\$164	\$10	\$208
Other Direct Costs	\$92	\$0	\$6	\$164	\$10	\$208
Depreciation - Collection Vehicle	\$195	\$0	\$22	\$608	\$33	\$666
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$195	\$0	\$22	\$608	\$33	\$666
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Item 9)	\$473	\$0	\$54	\$1,400	\$93	\$2,758
General and Administrative (Using 10% for agency Costs)	\$92	\$0	\$11	\$311	\$18	\$401
Overhead	\$136	\$0	\$16	\$394	\$24	\$524
Vehicle Maintenance	\$208	\$0	\$25	\$630	\$39	\$836
Contractor Insurance (Using 10% for Agency Costs)	\$208	\$0	\$25	\$630	\$39	\$836
Total Allocated Indirect Costs including Depreciation and Interest	\$6	\$0	\$93	\$2,734	\$774	\$4,469
Total Allocated Indirect Costs (Item 9)	\$6	\$0	\$93	\$2,734	\$774	\$4,469
Annual Implementation Cost Assumptions (Item A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$3,664	\$0	\$319	\$8,479	\$902	\$7,288
Profit (Insert Operating Ratio below)						
99.5%						
Total Operating Costs Before Pass-Through Cost Allocation	\$3,664	\$0	\$319	\$8,479	\$902	\$7,288
Contractor Pass-Through Costs	\$41	\$0	\$5	\$140	\$7	\$193
Total Contractor Pass-Through Costs	\$41	\$0	\$5	\$140	\$7	\$193
TOTAL BASE CONTRACTOR'S COMPENSATION	\$3,705	\$0	\$324	\$8,619	\$909	\$7,481

SEWMA COLLECTION AGREEMENT

Proposed Compensation 2021

City of East Palo Alto Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments			
2014	2015	2016	Three-Year Average
2,392	2,496	2,548	2,479
52	0	0	17
574	530	676	580
80	103	125	103
Prior Year Rolling Three-Year Average			
2,392	2,496	2,548	2,479
52	0	0	17
574	530	676	580
80	103	125	103
Current Year Rolling Three-Year Average			
189.6%	189.6%	189.6%	189.6%
100% Service Level Adjustment Factor			
50% Service Level Adjustment Factor			

Agency Facilities	Curt and Bin		Curt and Bin		Curt and Bin	Total Depreciable Services (All Marginal)	Agency Facilities	
	Wtgs	Ltfs	Wtgs	Ltfs			Year and Events	Total
Annual Cost of Operations								
Direct Labor/Operational Costs								
Wages In Cities	\$256	54	54	57	57	\$798	560	\$1,359
Benefits for Cities	\$110	59	59	51	51	\$372	358	\$530
Payroll Taxes	\$30	50	50	32	32	\$66	37	\$93
Worker Compensation Insurance	\$12	22	22	12	12	\$27	12	\$31
Total Direct Labor Related Costs	\$338	90	90	94	94	\$1,221	910	\$1,948
Direct Materials	\$48	20	20	56	56	\$164	110	\$229
Other Direct Costs	\$92	90	90	111	111	\$310	119	\$431
Depreciation - Collection Vehicles	\$195	90	90	22	22	\$658	53	\$909
Depreciation - Containers	\$0	0	0	0	0	\$0	0	\$0
Depreciation for Collection Equipment	\$195	90	90	82	82	\$648	83	\$930
Lease	\$0	0	0	0	0	\$0	0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)								
General and Miscellaneous (Using 10% for Salaries, Check)	\$473	20	20	20	20	\$1,600	561	\$1,728
Operations	\$0	0	0	0	0	\$0	0	\$0
Schedule Maintenance	\$176	30	30	20	20	\$594	118	\$712
Contractor Maintenance (Using 10% for Agency Costs)	\$68	30	30	18	18	\$230	91	\$324
Total Allocated Indirect Costs including Depreciation and Interest	\$817	30	30	93	93	\$2,754	774	\$3,429
Total Annual Indirect Depreciation Costs (From 9)	16	90	90	51	51	\$31	51	\$101
Annual Impairment Cost Amortization (From A)	\$0	0	0	0	0	\$0	0	\$0
Total Annual Cost of Operations	\$1,333	90	90	\$176	\$176	\$5,179	\$968	\$7,856
Profit (Insert Operating Ratio below)	\$161	30	30	\$18	\$18	\$544	\$102	\$646
Total Operating Costs before Pass-Through Cost Allocations	\$1,494	90	90	\$194	\$194	\$5,723	\$1,070	\$8,002
Contractor Pass-Through Costs								
Interest Expense	\$41	20	20	\$0	\$0	\$140	\$7	\$147
Total Contractor Pass-Through Costs	\$41	20	20	\$0	\$0	\$140	\$7	\$147
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,535	90	90	\$194	\$194	\$5,863	\$1,077	\$8,149

Proposed Compensation 2021

SBWMA COLLECTION AGREEMENT

D. City of Eugene City Allocation Costs - SEE

Simulation Used for Year 2021 Cost Allocation Only

City of Eugene	6,760	6,738	5,018	1,977	6,760.00
SBWMA # of accounts	94,380	94,372	90,725	29,404	94,590.00
City % of accounts %	7.1%	7.1%	6.2%	6.1%	7.1%
Cost Total Before Labor Hours year	2,949.75	2,023.45	2,149.07	843.04	9,013.20
SBWMA Total Before Labor Hours year	46,232.53	42,102.59	39,114.12	13,045.24	141,248.11
City % Total Before Labor Hours year %	6.4%	4.8%	5.5%	6.0%	6.4%
City of Eugene hours/year	2,695.82	2,597.04	1,838.04	843.04	7,944.84
SBWMA # of hours/year	42,847.89	38,380.04	34,349.16	11,045.24	129,222.35
City % Total Hours Labor Hours year %	6.3%	6.8%	5.3%	7.1%	6.1%
City of Eugene in Service	6,774	6,749	5,640	1,977	21,077.00
SBWMA Total Customers in Service	94,436	94,384	90,941	29,594	92,289.00
City % Total Customers in Service %	7.2%	7.2%	6.2%	6.7%	6.7%

Single Family Dwelling	Social Year		In total Paid (incl. Materials)		Dynamic Month (including Month Term)		1-10 One-Call Allocation Each		Single Family Dwelling Total	
	A	B	A	B	A	B	A	B	A	B
Annual Cost of Operations										
Diesel Labor Vehicle Costs	\$267,400	\$230,033	\$149,418	\$57,975	\$57,975	\$11,324	\$57,975	\$57,975	\$57,975	\$57,975
Wages for Crews	\$114,323	\$110,429	\$70,341	\$31,124	\$31,124	\$11,324	\$31,124	\$31,124	\$31,124	\$31,124
Benefits for Crews	\$20,286	\$19,016	\$12,445	\$4,838	\$4,838	\$1,658	\$4,838	\$4,838	\$4,838	\$4,838
Permit Fees	\$12,850	\$13,318	\$10,645	\$5,111	\$5,111	\$1,811	\$5,111	\$5,111	\$5,111	\$5,111
Vehicle Maintenance	\$399,990	\$314,135	\$244,816	\$27,740	\$27,740	\$9,578	\$27,740	\$27,740	\$27,740	\$27,740
Total Diesel Labor Related Costs	\$2,175,754	\$1,777,208	\$1,134,494	\$324,656	\$324,656	\$113,281	\$324,656	\$324,656	\$324,656	\$324,656
Other Direct Costs	\$33,917	\$33,917	\$33,917	\$33,917	\$33,917	\$33,917	\$33,917	\$33,917	\$33,917	\$33,917
Programs - Call Center Vehicle's	\$23,409	\$23,409	\$23,409	\$23,409	\$23,409	\$23,409	\$23,409	\$23,409	\$23,409	\$23,409
Programs - Customer Vehicle's	\$10,508	\$10,508	\$10,508	\$10,508	\$10,508	\$10,508	\$10,508	\$10,508	\$10,508	\$10,508
Depreciation for Collection Equipment	\$72,000	\$72,000	\$72,000	\$72,000	\$72,000	\$72,000	\$72,000	\$72,000	\$72,000	\$72,000
Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Plan 9)	\$123,779	\$131,609	\$111,234	\$4,718	\$4,718	\$1,658	\$4,718	\$4,718	\$4,718	\$4,718
General and administrative	\$22,728	\$24,844	\$19,501	\$7,623	\$7,623	\$2,678	\$7,623	\$7,623	\$7,623	\$7,623
Overhead	\$40,881	\$97,673	\$37,272	\$1,481	\$1,481	\$530	\$1,481	\$1,481	\$1,481	\$1,481
Vehicle Maintenance	\$12,850	\$15,507	\$12,850	\$500	\$500	\$180	\$500	\$500	\$500	\$500
Vehicle Repairs	\$12,850	\$15,507	\$12,850	\$500	\$500	\$180	\$500	\$500	\$500	\$500
Total Allocated Indirect Costs including Depreciation and Interest	\$100,669	\$122,791	\$102,888	\$3,966	\$3,966	\$1,418	\$3,966	\$3,966	\$3,966	\$3,966
Total Allocated Indirect Depreciation Costs (Plan 9)	\$1,374	\$1,509	\$1,210	\$50	\$50	\$18	\$50	\$50	\$50	\$50
Annual Implementation Cost (years 1-6)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$774,127	\$770,469	\$616,479	\$116,011	\$116,011	\$40,611	\$116,011	\$116,011	\$116,011	\$116,011
Profit (Insert Operating Ratio below)	\$76,528	\$76,473	\$64,426	\$12,147	\$12,147	\$4,282	\$12,147	\$12,147	\$12,147	\$12,147
Total Proposed Costs before Pass-Through Cost Allocation	\$850,655	\$846,942	\$680,905	\$128,158	\$128,158	\$44,893	\$128,158	\$128,158	\$128,158	\$128,158
Contractor Pass-Through Costs	\$14,024	\$14,024	\$14,024	\$14,024	\$14,024	\$14,024	\$14,024	\$14,024	\$14,024	\$14,024
Insurance	\$14,024	\$14,024	\$14,024	\$14,024	\$14,024	\$14,024	\$14,024	\$14,024	\$14,024	\$14,024
Total Contractor Pass-Through Costs	\$14,024	\$14,024	\$14,024	\$14,024	\$14,024	\$14,024	\$14,024	\$14,024	\$14,024	\$14,024
TOTAL BASE CONTRACTOR'S COMPENSATION	\$864,679	\$860,966	\$694,929	\$142,182	\$142,182	\$58,917	\$142,182	\$142,182	\$142,182	\$142,182

Service Level Available Used for Service Level Cost Adjustments

Year	Accounts	Accounts
2014	6,747	6,747
2015	6,787	6,787
2016	6,760	6,760
Rolling Three-Year Average	6,765	6,765

D. City of Foster City Allocated Costs - SFD

Step 3. Index Based Adjustments

PE CPW-Wage (2017 Local vs E Sample)	254.176	264.176	264.176	264.176
CE CPW-Wage (2017 Local vs E Sample)	264.176	264.176	264.176	264.176
CE W-Wage Adjustment	100.0%	100.0%	100.0%	100.0%
PE / PE W-Medical (2017 Local vs E Sample)	477.815	477.815	477.815	477.815
CE / CE W-Medical (2017 Local vs E Sample)	477.815	477.815	477.815	477.815
CE W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PE CPW-More Fed (2017 Local vs E Sample)	209.252	209.252	209.252	209.252
CE CPW-More Fed (2017 Local vs E Sample)	209.252	209.252	209.252	209.252
CE W-More Fed Adjustment	100.0%	100.0%	100.0%	100.0%
PE CPW-Less Fed (2017 Local vs E Sample)	209.983	209.983	209.983	209.983
CE CPW-Less Fed (2017 Local vs E Sample)	209.983	209.983	209.983	209.983
CE W-Less Fed Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Start Month	Termination Date	Current Month	Two-Oper Cell Collection Rate	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Subcontract	\$247,650	\$239,033	\$149,418	\$279,925	\$683,876
Wages for CEAs	\$114,321	\$110,429	\$76,341	\$111,182	\$328,277
Overhead for CEAs	\$30,385	\$19,856	\$12,432	\$4,834	\$54,899
Personnel Fees	\$12,630	\$12,630	\$10,485	\$23,311	\$48,224
Variable Compensation Incentives	\$399,990	\$374,835	\$242,856	\$381,111	\$1,115,772
Total Direct Labor Related Costs	\$524,754	\$507,288	\$318,494	\$527,440	\$1,744,748
Direct Fuel (oil)	\$33,917	\$16,555	\$24,699	\$4,381	\$99,512
Other Direct Costs	\$58,439	\$38,090	\$29,863	\$2,524	\$108,666
Depreciation - Collection Vehicles	\$18,785	\$19,308	\$18,370	\$0	\$56,000
Depreciation - Combines	\$57,254	\$57,247	\$48,953	\$3,523	\$165,969
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)	\$128,778	\$131,600	\$111,334	\$4,718	\$374,431
Ground rent Administration	\$24,758	\$23,994	\$19,201	\$962	\$68,665
Vehicle Maintenance	\$45,495	\$47,693	\$37,272	\$1,858	\$136,279
Utilities Maintenance	\$17,857	\$11,567	\$14,581	\$678	\$31,662
Total Allocated Indirect Costs including Depreciation and Interest	\$210,869	\$222,764	\$162,888	\$8,196	\$624,537
Total Annual Cost of Operations	\$1,274	\$1,200	\$1,210	\$59	\$4,132
Annual Depreciation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,274	\$1,200	\$1,210	\$59	\$4,132
Profit (Insert Operating Ratio below)	94.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$965,585	\$796,440	\$675,905	\$14,199	\$1,945,381
Contractor Pass-Through Costs	\$14,084	\$14,084	\$11,917	\$419	\$40,637
Total Contractor Pass-Through Costs	\$14,084	\$14,084	\$11,917	\$419	\$40,637
TOTAL BASE CONTRACTOR'S COMPENSATION	\$979,669	\$810,524	\$687,822	\$14,618	\$1,986,018

SEWMA COLLECTION AGREEMENT

Proposed Compensation 2021:

B. City of Foster City Allocation Costs - SE2

Step 2: Service Level Adjustments

Account	2016	2015	2014	Account	2016	2015	2014	Account	2016	2015	2014
Account	6,247	6,247	6,247	Account	6,247	6,247	6,247	Account	6,247	6,247	6,247
2016	6,247	6,247	6,247	2015	6,247	6,247	6,247	2016	6,247	6,247	6,247
2015	6,247	6,247	6,247	2014	6,247	6,247	6,247	2015	6,247	6,247	6,247
2014	6,247	6,247	6,247	2016	6,247	6,247	6,247	2014	6,247	6,247	6,247
Prior Year Rolling Three-Year Average	6,247	6,247	6,247	Prior Year Rolling Three-Year Average	6,247	6,247	6,247	Prior Year Rolling Three-Year Average	6,247	6,247	6,247
Account	6,247	6,247	6,247	Account	6,247	6,247	6,247	Account	6,247	6,247	6,247
2016	6,247	6,247	6,247	2015	6,247	6,247	6,247	2016	6,247	6,247	6,247
2015	6,247	6,247	6,247	2014	6,247	6,247	6,247	2015	6,247	6,247	6,247
2014	6,247	6,247	6,247	2016	6,247	6,247	6,247	2014	6,247	6,247	6,247
Current Year Rolling Three-Year Average	6,247	6,247	6,247	Current Year Rolling Three-Year Average	6,247	6,247	6,247	Current Year Rolling Three-Year Average	6,247	6,247	6,247
100%	100.0%	100.0%	100.0%	100%	100.0%	100.0%	100.0%	100%	100.0%	100.0%	100.0%
100%	100.0%	100.0%	100.0%	100%	100.0%	100.0%	100.0%	100%	100.0%	100.0%	100.0%

Single Family Dwelling	Single-Family	The amount has a like amount	Contract Member (excluding hold by Trust)	Two Copy-OUT Collection Account	Single Family (Proposed Total)
Annual Cost of Operations					
Direct Labor Related Costs	\$277,690	\$276,883	\$149,418	\$57,975	\$883,876
Wages by City	\$114,321	\$110,429	\$70,141	\$31,182	\$226,273
Benefits by City	\$23,299	\$19,656	\$12,432	\$4,834	\$58,879
Payroll Taxes	\$13,680	\$13,618	\$10,645	\$4,111	\$48,228
Workshop Compensation Overhead	\$159,690	\$152,883	\$56,600	\$18,058	\$111,572
Total Direct Labor Related Costs	\$151,794	\$147,596	\$99,198	\$38,185	\$252,766
Other Direct Costs	\$33,917	\$33,917	\$33,917	\$33,917	\$99,198
Depreciation - Collection Vehicles	\$38,489	\$38,489	\$38,489	\$38,489	\$108,866
Depreciation - Containers	\$18,783	\$18,783	\$18,783	\$18,783	\$55,900
Depreciation for Collection Equipment	\$27,224	\$27,224	\$27,224	\$27,224	\$81,659
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Insurance (Form 9))	\$126,776	\$121,600	\$111,334	\$47,718	\$274,431
General and Administrative	\$22,258	\$21,644	\$19,201	\$8,622	\$68,165
Operations	\$45,695	\$44,079	\$37,272	\$15,358	\$130,379
Vehicle Expenses	\$17,827	\$17,287	\$14,881	\$6,781	\$51,000
Contractor Materials	\$210,689	\$212,294	\$112,688	\$25,196	\$262,537
Total Allocated Indirect Costs (including Depreciation and Insurance)	\$174,869	\$166,260	\$155,651	\$63,972	\$318,733
Total Annual Cost of Operations	\$326,663	\$313,796	\$254,849	\$102,157	\$571,500
Annual Implementation Cost (Amortization (Form A))	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$326,663	\$313,796	\$254,849	\$102,157	\$571,500
Profit (Net Operating Ratio below)	90.5%				
Total Proposed Costs before Pass-Through Cost Adjustments	\$297,998	\$286,656	\$229,598	\$92,199	\$476,351
Contractor Pass-Through Costs	\$14,024	\$14,024	\$14,024	\$14,024	\$40,005
Material Expense	\$14,024	\$14,024	\$14,024	\$14,024	\$40,005
Total Contractor Pass-Through Costs	\$14,024	\$14,024	\$14,024	\$14,024	\$40,005
TOTAL BASE CONTRACTOR'S COMPENSATION	\$312,022	\$300,680	\$243,622	\$106,223	\$516,356

RBWMA COLLECTION AGREEMENT
D. City of Escondido Allocated Costs - MFD & Commercial

Proposed Compensation 2021

Category	2020	2021	% Change
City of Account	524	533	1%
RBWMA P Account	10,372	10,210	-1.6%
City of Account %	5%	5.2%	0.2%
City Total Items Labor hours year	2,408.95	1,680.39	-30%
RBWMA Total Hours Labor hours year	47,071.85	21,111.92	-55%
City Total Items Labor hours year %	5.1%	7.5%	2.4%
City of Account Labor hours year	1,769.42	1,577.64	-11%
RBWMA P of total hours/year	11,302.08	25,234.12	123%
City of total hours/year	5.6%	8.9%	3.3%
City of Contract in Service	767	1,235	61%
RBWMA Total Contract in Service	17,259.00	19,703.00	11%
City of Contract in Service %	4.4%	6.3%	1.9%
City of Contract in Service %	4.4%	6.3%	1.9%

Account Cost of Operations	City and Co. Reimb. Amounts	City and Co. Reimb. Amounts (Holiday Days)	Total Hourly Rate (including Holiday Days)	Total Hourly Rate (including Holiday Days)	City and Co. Reimb. Amounts	Total
MFD & Commercial						
Allocated Indirect Costs including Depreciation and Interest (Form 9)						
Wages MFD/CA	\$235,744	\$125,268	\$3,121	\$3,121	\$30,392	\$474,470
Benefits for CA	\$121,944	\$66,199	\$1,678	\$1,678	\$9,396	\$210,335
Payroll Taxes	\$31,278	\$16,422	\$420	\$420	\$1,997	\$39,476
City's Compensation Expenses	\$18,221	\$9,292	\$232	\$232	\$1,104	\$23,885
Total Direct Labor - MFD/CA	\$417,187	\$206,781	\$5,441	\$5,441	\$42,803	\$758,105
Travel Costs	\$7,269	\$12,773	\$713	\$713	\$3,884	\$11,177
Other Indirect Costs	\$37,536	\$20,382	\$565	\$565	\$3,899	\$33,897
Depreciation - Collection Vehicles	\$33,605	\$18,175	\$1,731	\$1,731	\$4,765	\$71,239
Depreciation - 1 Vehicle	\$5,708	\$5,708	\$0	\$0	\$0	\$11,417
Depreciation for Collection Equipment	\$38,971	\$24,883	\$1,731	\$1,731	\$1,731	\$81,795
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)	\$47,722	\$21,974	\$529	\$529	\$1,940	\$207,076
Operations	\$10,390	\$12,680	\$1,677	\$1,677	\$1,995	\$9,339
Vehicle Maintenance	\$20,625	\$24,251	\$3,458	\$3,458	\$1,214	\$9,435
Contractor's Expenses	\$8,010	\$8,583	\$1,120	\$1,120	\$1,212	\$3,533
Total Allocated Indirect Costs including Depreciation and Interest	\$83,146	\$47,888	\$1,120	\$1,120	\$3,970	\$16,673
Total - Indirect Indirect Depreciation Costs (Form 9)	\$83,146	\$47,888	\$1,120	\$1,120	\$3,970	\$16,673
Annual Administrative Costs (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$606,783	\$317,664	\$2,267	\$2,267	\$16,682	\$1,380,338
Profit (Insert Operating Ratio below)	\$63,695.41	\$37,578	\$2,591	\$2,591	\$3,343	\$142,799
Profit (Insert Operating Ratio below)	90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$670,478	\$355,242	\$5,058	\$5,058	\$20,025	\$1,423,137
Contractor Pass-Through Costs						
Interest Expense	\$12,888	\$8,228	\$2,943	\$2,943	\$1,476	\$4,900
Total Contractor Pass-Through Costs	\$12,888	\$8,228	\$2,943	\$2,943	\$1,476	\$4,900
TOTAL BASE CONTRACTOR'S COMPENSATION	\$683,366	\$363,470	\$7,991	\$7,991	\$21,501	\$1,428,037

Rolling Three-Year Average	2014	2015	2016
City of Account	524	533	542
RBWMA P Account	10,372	10,210	10,048
City of Account %	5%	5.2%	5.3%
City Total Items Labor hours year	2,408.95	1,680.39	1,428
RBWMA Total Hours Labor hours year	47,071.85	21,111.92	14,338
City Total Items Labor hours year %	5.1%	7.5%	10%
City of Account Labor hours year	1,769.42	1,577.64	1,328
RBWMA P of total hours/year	11,302.08	25,234.12	17,666
City of total hours/year	5.6%	8.9%	12%
City of Contract in Service	767	1,235	1,235
RBWMA Total Contract in Service	17,259.00	19,703.00	20,598
City of Contract in Service %	4.4%	6.3%	6.0%

SBWMA COLLECTION AGREEMENT
B. City of Foster City Allocated Costs - MFD & Commercial

	Step 1: Before Based Adjustments	Step 2: After Based Adjustments	Step 3: After Based Adjustments
PY CFA-W Wages (2017 Listed as Example)	264,176	264,176	264,176
CY CFA-W Wages (2017 Listed as Example)	264,176	264,176	264,176
CFA-W Wages - Adjustment	100.0%	100.0%	100.0%
PY CFA-W Medical (2017 Listed as Example)	477,815	477,815	477,815
CY CFA-W Medical (2017 Listed as Example)	477,815	477,815	477,815
CFA-W Medical - Adjustment	100.0%	100.0%	100.0%
PY CFA-Misc Fees (2017 Listed as Example)	209,252	209,252	209,252
CY CFA-Misc Fees (2017 Listed as Example)	209,252	209,252	209,252
CFA-Misc Fees - Adjustment	100.0%	100.0%	100.0%
PY CFA-U (2017 Listed as Example)	269,983	269,983	269,983
CY CFA-U (2017 Listed as Example)	269,983	269,983	269,983
CFA-U Adjustment	100.0%	100.0%	100.0%

	Cost and the City and Holiday (100%)	Cost and the City and Holiday (100%)	Total Drop Box Payments (City Contribution)	Total City Contribution	MFD & Commercial Total
Annual Cost of Operations					
Direct Labor-related Costs					
Wages	\$264,176	\$264,176	\$264,176	\$264,176	\$474,477
Medical	477,815	477,815	477,815	477,815	952,292
Benefits	209,252	209,252	209,252	209,252	463,744
Utilities	269,983	269,983	269,983	269,983	523,727
Total Direct Labor-related Costs	1,161,226	1,161,226	1,161,226	1,161,226	2,221,288
Other Direct Costs					
Depreciation - Collection Vehicles	53,603	53,603	53,603	53,603	107,206
Depreciation - Commercial	55,209	55,209	55,209	55,209	110,418
Depreciation for Collection Equipment	530,371	530,371	530,371	530,371	1,060,742
Lease	0	0	0	0	0
Allocated Indirect Costs including Depreciation and Interest (Form 9)					
General and Admin. Exp.	\$47,722	\$47,722	\$47,722	\$47,722	95,444
Operations	910,790	910,790	910,790	910,790	1,821,580
Vehicle Maintenance	204,052	204,052	204,052	204,052	408,104
Contractor Payments	56,010	56,010	56,010	56,010	112,020
Total Allocated Indirect Costs excluding Depreciation and Interest	858,574	858,574	858,574	858,574	1,717,148
Total Allocated Indirect Depreciation Costs (Form 9)	640	640	640	640	1,280
Annual Implementation Cost Amortization (Form A)	0	0	0	0	0
Total Annual Cost of Operations	2,020,703	2,020,703	2,020,703	2,020,703	4,041,406
Profit (Insert Operating Ratio Below)	96.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$2,020,703	\$2,020,703	\$2,020,703	\$2,020,703	\$4,041,406
Contractor Pass-Through Costs					
Insurance	\$12,228	\$12,228	\$12,228	\$12,228	24,456
Total Contractor Pass-Through Costs	\$12,228	\$12,228	\$12,228	\$12,228	24,456
TOTAL BASE CONTRACTOR'S COMPENSATION	\$2,032,931	\$2,032,931	\$2,032,931	\$2,032,931	\$4,065,862

	Step 2: Service Level Adjustments			
	Life	Life	Life	Life
2014	79,404	91,925	12,428	395
2015	78,533	96,761	14,833	431
2016	77,493	101,883	17,050	518
Three Year Rolling Three-Year Average	78,477	98,189	14,764	381
2014	79,404	91,925	12,428	395
2015	78,533	96,761	14,833	431
2016	77,493	101,883	17,050	518
Current Year Rolling Three-Year Average	78,477	98,189	14,764	381
100% Service Level Adjustment Factor	100.00%	100.00%	100.00%	100.00%
65% Service Level Adjustment Factor	108.25%	108.25%	108.25%	108.25%

	A	B	C	D	E	F	G	H	I	J	K	L
	Current Year Total	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year
	Base	Life	Life	Life	Life	Life	Life	Life	Life	Life	Life	Life
MFD & Commercial												
Annual Cost of Operations												
Direct Labor-Related Costs												
Wages for C/F's	\$15,244	\$15,244	\$15,244	\$15,244	\$15,244	\$15,244	\$15,244	\$15,244	\$15,244	\$15,244	\$15,244	\$15,244
Benefits for C/F's	\$12,044	\$12,044	\$12,044	\$12,044	\$12,044	\$12,044	\$12,044	\$12,044	\$12,044	\$12,044	\$12,044	\$12,044
Payroll Taxes	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278
Workers Compensation Insurance	\$1,622	\$1,622	\$1,622	\$1,622	\$1,622	\$1,622	\$1,622	\$1,622	\$1,622	\$1,622	\$1,622	\$1,622
Total Direct Labor Related Costs	\$17,167	\$17,167	\$17,167	\$17,167	\$17,167	\$17,167	\$17,167	\$17,167	\$17,167	\$17,167	\$17,167	\$17,167
Other Direct Costs	\$37,209	\$37,209	\$37,209	\$37,209	\$37,209	\$37,209	\$37,209	\$37,209	\$37,209	\$37,209	\$37,209	\$37,209
Other Direct Costs	\$37,209	\$37,209	\$37,209	\$37,209	\$37,209	\$37,209	\$37,209	\$37,209	\$37,209	\$37,209	\$37,209	\$37,209
Depreciation - Collection Vehicles	\$33,600	\$33,600	\$33,600	\$33,600	\$33,600	\$33,600	\$33,600	\$33,600	\$33,600	\$33,600	\$33,600	\$33,600
Depreciation - Containers	\$5,508	\$5,508	\$5,508	\$5,508	\$5,508	\$5,508	\$5,508	\$5,508	\$5,508	\$5,508	\$5,508	\$5,508
Depreciation for Collection Equipment	\$18,971	\$18,971	\$18,971	\$18,971	\$18,971	\$18,971	\$18,971	\$18,971	\$18,971	\$18,971	\$18,971	\$18,971
Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)	\$47,272	\$47,272	\$47,272	\$47,272	\$47,272	\$47,272	\$47,272	\$47,272	\$47,272	\$47,272	\$47,272	\$47,272
Qualstaff Administration	\$10,290	\$10,290	\$10,290	\$10,290	\$10,290	\$10,290	\$10,290	\$10,290	\$10,290	\$10,290	\$10,290	\$10,290
Overhead	\$20,672	\$20,672	\$20,672	\$20,672	\$20,672	\$20,672	\$20,672	\$20,672	\$20,672	\$20,672	\$20,672	\$20,672
Vehicle Expenses	\$6,010	\$6,010	\$6,010	\$6,010	\$6,010	\$6,010	\$6,010	\$6,010	\$6,010	\$6,010	\$6,010	\$6,010
Customer Maintenance	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300
Total Allocated Indirect Costs including Depreciation and Interest	\$83,146	\$83,146	\$83,146	\$83,146	\$83,146	\$83,146	\$83,146	\$83,146	\$83,146	\$83,146	\$83,146	\$83,146
Total Allocated Indirect Depreciation Cost (From 9)	\$6,880	\$6,880	\$6,880	\$6,880	\$6,880	\$6,880	\$6,880	\$6,880	\$6,880	\$6,880	\$6,880	\$6,880
Ampl Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ampl Implementation Cost Amortization (From A)	\$606,765	\$606,765	\$606,765	\$606,765	\$606,765	\$606,765	\$606,765	\$606,765	\$606,765	\$606,765	\$606,765	\$606,765
Total Annual Cost of Operations	\$63,895	\$63,895	\$63,895	\$63,895	\$63,895	\$63,895	\$63,895	\$63,895	\$63,895	\$63,895	\$63,895	\$63,895
Profit (Insert Operating Ratio below)	90.5%											
Total Proposed Costs before Pass-Through Cost Allocation	\$678,178	\$678,178	\$678,178	\$678,178	\$678,178	\$678,178	\$678,178	\$678,178	\$678,178	\$678,178	\$678,178	\$678,178
Contractor Pass-Through Costs	\$12,888	\$12,888	\$12,888	\$12,888	\$12,888	\$12,888	\$12,888	\$12,888	\$12,888	\$12,888	\$12,888	\$12,888
Interest Expense	\$12,888	\$12,888	\$12,888	\$12,888	\$12,888	\$12,888	\$12,888	\$12,888	\$12,888	\$12,888	\$12,888	\$12,888
Total Contractor Pass-Through Costs	\$25,776	\$25,776	\$25,776	\$25,776	\$25,776	\$25,776	\$25,776	\$25,776	\$25,776	\$25,776	\$25,776	\$25,776
TOTAL BASE CONTRACTOR'S COMPENSATION	\$693,954	\$693,954	\$693,954	\$693,954	\$693,954	\$693,954	\$693,954	\$693,954	\$693,954	\$693,954	\$693,954	\$693,954

D. City of Foster City Allocated Costs - Agency Facilities

	Step 1: Base Based Adjustments	Step 2: Base Based Adjustments	Step 3: Base Based Adjustments
CPY CPY-Wagon (2017 Listed as Example)	267,176	267,176	267,176
CPY CPY-W. Wages (2017 Listed as Example)	267,176	267,176	267,176
CPY CPY-W. Wages Adjustments	100.0%	100.0%	100.0%
CPY CPY-Subcontractor (2017 Listed as Example)	477,815	477,815	477,815
CPY CPY-Subcontractor Adjustments	100.0%	100.0%	100.0%
CPY CPY-Subcontractor Total (2017 Listed as Example)	269,252	269,252	269,252
CPY CPY-Subcontractor Total Adjustments	100.0%	100.0%	100.0%
CPY CPY-Subcontractor Total (2017 Listed as Example)	269,983	269,983	269,983
CPY CPY-Subcontractor Total Adjustments	100.0%	100.0%	100.0%
CPY CPY-Subcontractor Total (2017 Listed as Example)	269,983	269,983	269,983
CPY CPY-Subcontractor Total Adjustments	100.0%	100.0%	100.0%

Agency Facilities	Cost and Unit Sold		Cost and Unit		Cost and Unit		Total Duty Base		Agency Facilities	
	Value	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Value	Quantity
Annual Cost of Operations										
Direct Labor-Related Costs										
Wages for CDA	\$1,887	\$215	\$1,216	\$137	\$1,216	\$137	\$1,216	\$137	\$1,216	\$137
Benefits for CDA	\$182	\$21	\$128	\$15	\$128	\$15	\$128	\$15	\$128	\$15
Farewell Taxes	\$17	\$2	\$12	\$1	\$12	\$1	\$12	\$1	\$12	\$1
Workers Compensation Insurance	\$22	\$3	\$16	\$2	\$16	\$2	\$16	\$2	\$16	\$2
Total Direct Labor Related Costs	\$2,098	\$238	\$1,372	\$165	\$1,372	\$165	\$1,372	\$165	\$1,372	\$165
Direct Fuel Costs	\$104	\$15	\$104	\$15	\$104	\$15	\$104	\$15	\$104	\$15
Other Direct Costs	\$577	\$85	\$577	\$85	\$577	\$85	\$577	\$85	\$577	\$85
Depreciation - Collection Vehicles	\$1,200	\$138	\$779	\$89	\$779	\$89	\$779	\$89	\$779	\$89
Depreciation - Computers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$1,200	\$138	\$779	\$89	\$779	\$89	\$779	\$89	\$779	\$89
Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)										
Contract and Admin. Serv. (e.g. IBM for Alignment Costs)	\$854	\$97	\$521	\$60	\$521	\$60	\$521	\$60	\$521	\$60
Operations	\$573	\$65	\$369	\$43	\$369	\$43	\$369	\$43	\$369	\$43
Vehicles Maintenance	\$1,704	\$124	\$1,100	\$128	\$1,100	\$128	\$1,100	\$128	\$1,100	\$128
Contract Maintenance (using Info. for Agency Costs)	\$121	\$14	\$79	\$9	\$79	\$9	\$79	\$9	\$79	\$9
Total Allocated Indirect Costs including Depreciation and Interest	\$2,252	\$260	\$1,579	\$181	\$1,579	\$181	\$1,579	\$181	\$1,579	\$181
Total Allocated Indirect Costs (From 9)	\$219	\$24	\$138	\$16	\$138	\$16	\$138	\$16	\$138	\$16
Annual Implementation Cost Authorization (From A)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$7,408	\$891	\$5,346	\$624	\$5,346	\$624	\$5,346	\$624	\$5,346	\$624
Profit (Insert Operating Ratio below)	\$822	\$95	\$530	\$61	\$530	\$61	\$530	\$61	\$530	\$61
Total Operating Costs before Pass-Through Cost Allocation	\$8,230	\$986	\$5,876	\$685	\$5,876	\$685	\$5,876	\$685	\$5,876	\$685
Contractor Pass-Through Costs	\$226	\$27	\$145	\$17	\$145	\$17	\$145	\$17	\$145	\$17
Interest Expense	\$252	\$29	\$155	\$18	\$155	\$18	\$155	\$18	\$155	\$18
Total Contractor Pass-Through Costs	\$478	\$56	\$290	\$35	\$290	\$35	\$290	\$35	\$290	\$35
TOTAL BASE CONTRACTOR'S COMPENSATION	\$8,708	\$1,042	\$6,166	\$720	\$6,166	\$720	\$6,166	\$720	\$6,166	\$720

SUNYMA COLLECTION AGREEMENT

D. City of Foster City Allocated Costs - Agency Facilities

Proposed Compensation

2021

	Step 2: Service Level Adjustments			
	Lifts	Lifts	Lifts	Hand
2014	1,007	403	923	124
2015	1,067	455	1,079	132
2016	1,094	416	936	130
Prior Year Billing Three-Year Average	1,033	425	979	132
2014	1,007	403	923	124
2015	2,067	455	1,079	122
2016	1,294	416	936	130
Current Year Billing Three-Year Average	1,453	425	979	132
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%

Agency Facilities	(A) and (B) Subtotal Wages	(C) and (D) Subtotal Utilities, Materials	(E) and (F) Subtotal Materials, Misc.	(G) and (H) Subtotal Materials, Misc.	(I) and (J) Subtotal Materials, Misc.	Agency Facilities Total
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CFAA	\$1,877	\$215	\$1,216	\$2,554	\$337	\$6,309
Benefits for CFAA	\$823	\$100	\$508	\$1,234	\$167	\$3,041
Payroll Taxes	\$137	\$16	\$101	\$237	\$32	\$492
Workers' Compensation Insurance	\$134	\$15	\$87	\$231	\$32	\$492
Total Direct Labor Related-Costs	\$3,071	\$346	\$1,972	\$4,650	\$546	\$10,357
Travel Fuel Costs	\$104	\$33	\$199	\$460	\$41	\$1,076
Other Direct Costs	\$573	\$65	\$339	\$867	\$51	\$1,533
Depreciation - Collection Vehicles	\$1,209	\$138	\$779	\$2,826	\$139	\$4,094
Depreciation - Dumpsters	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$1,209	\$138	\$779	\$2,826	\$139	\$4,094
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)						
General and Administrative (only 20% for "Sales" Cost)	\$854	\$97	\$551	\$1,232	\$109	\$2,813
Operative	\$573	\$65	\$339	\$867	\$51	\$1,533
Vehicle Maintenance	\$1,004	\$114	\$705	\$1,555	\$140	\$2,752
Contractor Maintenance (only for Agency Costs)	\$123	\$14	\$79	\$186	\$16	\$248
Total Allocated Indirect Costs including Depreciation and Interest	\$3,668	\$401	\$1,704	\$4,000	\$344	\$10,032
Total Allocated Indirect Depreciation Cost (From 9)	\$39	\$4	\$25	\$90	\$8	\$134
Annual Implementation Cost Amortizable (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$7,839	\$891	\$5,446	\$11,844	\$717	\$27,898
Profit (Insert Operating Ratio below)	\$421	\$43	\$430	\$1,213	\$231	\$2,919
Total Operating Costs Before Pass-Through Cost Allocation	\$8,260	\$934	\$5,876	\$13,057	\$948	\$31,717
Contractor Pass-Through Costs						
Interest Expense	\$256	\$29	\$16	\$38	\$3	\$382
Total Contractor Pass-Through Costs	\$256	\$29	\$16	\$38	\$3	\$382
TOTAL BASE CONTRACTOR'S COMPENSATION	\$8,516	\$963	\$6,032	\$13,435	\$951	\$32,199

D. Town of Ellensburg Allocated Costs - SFT

Step 1: Inherently Inalienable

PP-01-Wages (2017 Local as Example)	264,176	264,176	264,176	264,176
CC-02-Ofc. Supp. (2017 Local as Example)	264,176	264,176	264,176	264,176
CC-03-Wages Adjustmnt	100.0%	100.0%	100.0%	100.0%
PP-02-Workload (2017 Local as Example)	477,815	477,815	477,815	477,815
CC-04-Workload (2017 Local as Example)	477,815	477,815	477,815	477,815
CC-05-Workload Adjustmnt	100.0%	100.0%	100.0%	100.0%
PP-03-Other Fed (2017 Local as Example)	269,252	269,252	269,252	269,252
CC-06-Other Fed (2017 Local as Example)	269,252	269,252	269,252	269,252
CC-07-Other Fed Adjustmnt	100.0%	100.0%	100.0%	100.0%
PP-04-PAU (2017 Local as Example)	269,983	269,983	269,983	269,983
CC-08-PAU (2017 Local as Example)	269,983	269,983	269,983	269,983
CC-09-PAU Adjustmnt	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Total Wages	Total Payables	Operating Expenses (including Rental Taxes)	Pay to Call Collection Items	Single Family Dwelling Total
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CWAs	\$10,609	\$18,300	\$18,300	\$34,003	\$61,233
Benefits for CWAs	\$9,334	\$9,299	\$85,550	\$13,959	\$234,577
Papered Time	\$1,747	\$1,409	\$15,094	\$2,005	\$28,024
Vehicle Compensation Expense	\$1,502	\$1,318	\$13,217	\$1,212	\$42,037
Total Direct Labor Related Costs	\$13,192	\$30,326	\$294,651	\$49,779	\$979,841
Drawn and Cash	\$22,627	\$22,642	\$23,000	\$1,135	\$71,508
Other Fixed Costs	\$29,799	\$31,399	\$31,688	\$1,821	\$94,884
Depreciation - Collection Vehicle	\$3,773	\$3,673	\$34,293	\$1,040	\$106,086
Depreciation - Computers	\$1,063	\$1,010	\$14,098	\$0	\$14,880
Depreciation for Collection Equipment	\$4,255	\$4,448	\$53,661	\$1,040	\$142,465
Loans	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form B)					
General and Admin. A/C's	\$48,977	\$70,817	\$71,103	\$1,959	\$113,825
Operations	\$12,885	\$21,423	\$24,203	\$400	\$67,022
Vehicle Maintenance	\$38,215	\$40,048	\$46,168	\$794	\$128,695
Contractor Maintenance	\$10,000	\$10,037	\$11,683	\$292	\$32,346
Total Allocated Indirect Costs including Depreciation and Interest	\$131,067	\$110,642	\$156,120	\$3,401	\$440,252
Total Allocated Indirect Depreciation Costs (Form B)	\$1,267	\$1,297	\$1,514	\$24	\$4,092
Amount Information Cost Allocation (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$676,674	\$446,168	\$960,742	\$48,211	\$1,773,287
Profit (Insert Operating Ratio below)	\$60,419	\$67,305	\$68,997	\$6,611	\$184,342
Total Proposed Costs before Pass-Through Cost Allocation	\$636,993	\$664,158	\$821,799	\$53,372	\$1,957,629
Contractor Pass-Through Costs					
Interest Expense	\$10,373	\$10,664	\$11,145	\$257	\$14,440
Total Contractor Pass-Through Costs	\$10,373	\$10,664	\$11,145	\$257	\$14,440
TOTAL BASE CONTRACTOR'S COMPENSATION	\$647,366	\$674,822	\$832,944	\$53,629	\$1,972,069

Step 2: Service Level Adjustments			
Account	Account	Account	Account
2014	3,666	3,666	3,666
2015	3,664	3,664	3,664
2016	3,671	3,671	3,671
Three Year Rolling Three-Year Average	3,660	3,660	3,660
2014	3,646	3,646	3,646
2015	3,664	3,664	3,664
2016	3,671	3,671	3,671
Current Year Rolling Three-Year Average	3,660	3,660	3,660
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%

Single Family Dwelling	Single Family Dwelling		Dwelling Through-Through Costs (Per Hour)	Ten Decile Collection Cost	Single Family Dwelling Total
	A	B			
Annual Cost of Operations					
Direct Labor - Salaries	\$10,650	\$10,650	\$10,650	\$10,650	\$10,650
Wages for O&M	487,324	487,324	487,324	487,324	487,324
Benefits for O&M	171,977	171,977	171,977	171,977	171,977
Payroll Taxes	116,005	116,005	116,005	116,005	116,005
Provision Compensation Insurance	134,015	134,015	134,015	134,015	134,015
Total Direct Labor Related Costs	964,971	964,971	964,971	964,971	964,971
Unstaffed Fuel Costs	323,627	323,627	323,627	323,627	323,627
Other Fuel Costs	130,799	130,799	130,799	130,799	130,799
Depreciation - Collection Vehicles	133,773	133,773	133,773	133,773	133,773
Depreciation - Computers	10,310	10,310	10,310	10,310	10,310
Depreciation for Collection Equipment	144,335	144,335	144,335	144,335	144,335
Taxes	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Interest (Form 9) Fuel and Gasoline)	608,977	608,977	608,977	608,977	608,977
Operations	10,695	10,695	10,695	10,695	10,695
Vehicle Maintenance	13,215	13,215	13,215	13,215	13,215
Contractor Insurance	110,070	110,070	110,070	110,070	110,070
Total Allocated Indirect Costs (including Depreciation and Interest)	137,080	137,080	137,080	137,080	137,080
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,207	\$1,207	\$1,207	\$1,207	\$1,207
Annual Implementation Cost Allocation (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	1,876,574	1,876,574	1,876,574	1,876,574	1,876,574
Profit (Insert Operating Ratio below)	94.5%				
Total Proposed Costs Before Pass-Through Cost Allocation	1,876,574	1,876,574	1,876,574	1,876,574	1,876,574
Contractor Pass-Through Costs	110,664	110,664	110,664	110,664	110,664
Interest Expense	10,662	10,662	10,662	10,662	10,662
Total Contractor Pass-Through Costs	121,326	121,326	121,326	121,326	121,326
TOTAL BASE CONTRACTOR'S COMPENSATION	1,997,900	1,997,900	1,997,900	1,997,900	1,997,900

SBWMA COLLECTION AGREEMENT

Proposed Compensation 2021

D. Term of Employment Agreed Upon - MFD & Commercial

Statistics Used for Year 2021 Cost All Member Only

City # of Accounts	6	6	6	6	6	792	Total
SBWMA's Accounts	10,335.00	10,210.00	7,712.00	195.00	29,504.00	22,408.00	21,000
City of Accounts %	0.3%	0.6%	0.6%	0.6%	0.6%	2.7%	0.7%
City of Accounts 1 floor Access (est)	58,25	13,58	69,79	6,167.11	350.35	13,045.24	130.35
SBWMA 1000 Rates Labor hours - year	47,871.80	21,111.92	6,355.68	6,167.11	13,045.24	87,507.58	87,507.58
City of Labor hours %	0.4%	0.1%	0.1%	0.0%	0.1%	2.7%	0.2%
City of 1 floor Access/Year	40.79	13.20	07.21	6,167.11	350.35	13,045.24	131.20
SBWMA 1000 Rates Labor hours - year	31,207.08	25,341.12	6,050.05	6,167.11	13,045.24	86,851.37	86,851.37
City of 1 floor Access/Year %	0.7%	0.7%	1.7%	0.9%	2.3%	0.2%	0.2%
City of 1 floor Access/Year	17,278.00	19,703.00	2,039.00	333.00	29,404.00	45.00	45.00
SBWMA Total Contractor's % Service	0.2%	0.2%	0.6%	0.0%	2.7%	0.7%	0.7%
City of 1 floor Access/Year							

Annual Cost of Operations	Cost and Fee Paid Work	Cost and Fee Paid Recyclable Materials	Cost and Fee Paid In-House (including Misc. Materials)	Total Drop Box Services (All Materials)	Two Out of 10 Operations (In-House)	MFD & Commercial Total
Annual Cost of Operations						
Price Labor-Related Cost						
Wages for CRA	\$5,335	\$1,011	\$7,705	\$0	\$3,884	\$17,934
Pension for CRA	\$2,444	\$453	\$2,425	\$0	\$1,910	\$7,331
Payroll Taxes	\$444	\$84	\$641	\$0	\$313	\$1,492
Vendor Compensation, Materials	\$380	\$22	\$258	\$0	\$222	\$1,428
Total Annual Labor & Material Costs	\$8,708	\$1,670	\$11,230	\$0	\$6,333	\$22,075
Other Total Costs	\$632	\$107	\$1,056	\$0	\$422	\$2,211
Other Annual Costs	\$870	\$172	\$1,274	\$0	\$381	\$2,897
Depreciation - Collection Vehicles	\$779	\$160	\$1,274	\$0	\$462	\$2,115
Depreciation - Vehicles	\$63	\$126	\$374	\$0	\$100	\$662
Depreciation for Collection Equipment	\$842	\$285	\$2,248	\$0	\$502	\$3,177
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (excludes: Depreciation and Interest (Item 5), General and administrative	\$546	\$878	\$4,113	\$0	\$806	\$5,342
Operations	\$250	\$165	\$2,661	\$0	\$164	\$3,181
Vehicle Maintenance	\$478	\$503	\$2,084	\$0	\$514	\$6,079
Summer Maintenance	\$21	\$38	\$22	\$0	\$21	\$1,120
Total Allocated Indirect Costs (excluding Depreciation and Interest)	\$1,345	\$1,183	\$12,956	\$0	\$1,400	\$16,722
Total Annual Indirect Depreciation Costs (Item 5)	\$15	\$7	\$19	\$0	\$10	\$171
Annual Impairment Cost (Material Item 5)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$12,466	\$3,671	\$28,625	\$0	\$9,389	\$53,913
Profit (Insert Operating Ratio below)	\$1,302.77	\$375	\$3,615	\$0	\$977	\$6,659
Total Proposed Costs before Pass-Through Cost Adjustments	\$13,768	\$4,046	\$32,240	\$0	\$10,366	\$50,572
Contractor Pass-Through Costs						
Material Expense	\$770	\$91	\$771	\$0	\$161	\$1,541
Total Contractor Pass-Through Costs	\$770	\$91	\$771	\$0	\$161	\$1,541
TOTAL BASE CONTRACTOR'S COMPENSATION	\$14,538	\$4,137	\$33,011	\$0	\$10,527	\$52,113

Invoice Level Percentile Used for Items Service Level Cost Adjustments	2014	2015	2016	Rolling Three-Year Average
Items	988	988	988	988
Hours	2,028	1,620	1,820	1,819
Items	0	0	0	0
Hours	0	0	0	0
Items	0	0	0	0
Hours	0	0	0	0
Items	0	0	0	0
Hours	0	0	0	0

D. Town of Billerica Allocated Costs - MFD & Commercial

	2021	2022	2023
Step 1: Inflation Based Adjustments			
PY CPW-Wages (2017 used as Example)	267,176	267,176	267,176
CY CPW-Wages (2017 used as Example)	267,176	267,176	267,176
FY CPW-Wages Adjustment	100.0%	100.0%	100.0%
PY CPW-Material (2017 used as Example)	477,815	477,815	477,815
CY CPW-Material (2017 used as Example)	477,815	477,815	477,815
FY CPW-Material Adjustment	100.0%	100.0%	100.0%
PY CPW-Motor Fuel (2017 used as Example)	269,252	269,252	269,252
CY CPW-Motor Fuel (2017 used as Example)	269,252	269,252	269,252
FY CPW-Motor Fuel Adjustment	100.0%	100.0%	100.0%
PY CPW-U (2017 used as Example)	269,983	269,983	269,983
CY CPW-U (2017 used as Example)	269,983	269,983	269,983
FY CPW-U Adjustment	100.0%	100.0%	100.0%

	(a.) and (b.) Job-Related Costs	(c.) and (d.) Non-Job-Related Costs	Total Direct Services (A+B+C+D)	Total Direct Services (A+B+C+D)	(e.) and (f.) Job-Related Costs	(g.) and (h.) Non-Job-Related Costs	Total
MFD & Commercial							
Annual Cost of Operations							
Direct Labor-Related Costs	\$3,335	\$1,011	\$7,205	\$0	\$5,884	\$17,094	
Agency for CBAs	\$2,544	\$453	\$2,425	\$0	\$1,610	\$1,321	
Benefits, Inc. (BAI)	\$444	\$44	\$64	\$0	\$132	\$1,692	
Pension Taxes	\$280	\$72	\$329	\$0	\$222	\$1,228	
Vehicle & Compensated Income	\$8,700	\$1,120	\$11,120	\$0	\$8,335	\$18,855	
Total Direct Labor Related-Costs	\$8,322	\$1,697	\$11,050	\$0	\$6,122	\$21,111	
Direct Fuel Costs	\$976	\$172	\$1,274	\$0	\$581	\$3,897	
Other Direct Costs	\$779	\$160	\$1,874	\$0	\$462	\$3,215	
Depreciation - Collection Vehicles	\$63	\$125	\$174	\$0	\$100	\$662	
Depreciation - Computers	\$842	\$285	\$3,245	\$0	\$582	\$3,827	
Depreciation for Collection Equipment	\$0	\$0	\$0	\$0	\$0	\$0	
Taxes	\$0	\$0	\$0	\$0	\$0	\$0	
Allocated Indirect Costs including Depreciation and Interest (From 9)	\$0	\$0	\$0	\$0	\$0	\$0	
Leasehold and Utilities	\$0	\$0	\$0	\$0	\$0	\$0	
Operations	\$250	\$155	\$405	\$0	\$164	\$562	
Vehicle Maintenance	\$478	\$203	\$3,084	\$0	\$314	\$6,079	
Contract Management	\$71	\$71	\$71	\$0	\$116	\$1,120	
Total Allocated Indirect Costs including Depreciation and Interest	\$1,341	\$1,382	\$12,595	\$0	\$1,400	\$16,722	
Total Allocated Indirect Depreciation Costs (From 9)	\$16	\$7	\$43	\$0	\$10	\$171	
Annual Payroll/Personnel Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0	
Total Annual Cost of Operations	\$12,466	\$3,373	\$38,625	\$0	\$9,399	\$53,913	
Profit (Insert Operating Ratio Below)	\$1,204	\$375	\$3,065	\$0	\$977	\$6,689	
			9%				
Total Proposed Costs before Pass-Through Cost Allocation	\$13,708	\$3,748	\$31,529	\$0	\$10,296	\$59,572	
Contractor Pass-Through Costs	\$270	\$91	\$721	\$0	\$161	\$1,245	
Interest Expense	\$128	\$23	\$224	\$0	\$161	\$1,428	
Total Contractor Pass-Through Costs	\$398	\$114	\$946	\$0	\$322	\$2,673	
TOTAL BASE CONTRACTOR'S COMPENSATION							

SEWMA COLLECTION AGREEMENT Proposed Compensation 2021

D. Town of Hingham Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments		Lifts		Lifts		Bands	
Year	Lifts	2014	2015	2016	2014	2015	2016
2014	988	2,028	988	0			
2015	988	1,820	884	0			
2016	988	1,820	884	6			
Prior Year Rolling Three-Year Average	988	1,809	919	3			
2014	988	2,028	988	0			
2015	988	1,820	884	0			
2016	988	1,820	884	6			
Current Year Rolling Three-Year Average	988	1,809	919	3			
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%			
0.5% Service Level Adjustment Factor	100.5%	100.5%	100.5%	100.5%			

	Cost and Fee Sold (Millions)	Cost and Fee Responsibility (Millions)	Cost and Fee Responsibility (Millions)	Can and Fee Operating (Millions)	Total Prop. Serv. (Millions)	Two (3) of Collection Effort	MFD & Commercial Total
Annual Cost of Operations							
Direct Labor Related Costs							
Wages for CBAs	\$4,338	\$1,071	\$7,705	\$7,705	\$0	\$3,254	\$17,654
Benefits for CBAs	\$1,644	\$453	\$2,425	\$2,425	\$0	\$1,910	\$7,331
Payroll Taxes	\$444	\$44	\$44	\$44	\$0	\$32	\$1,492
Workers Compensation Insurance	\$811	\$123	\$152	\$152	\$0	\$122	\$1,228
Total Direct Labor Related Costs	\$7,237	\$1,691	\$10,526	\$10,526	\$0	\$6,318	\$28,733
Direct Fuel Costs	\$632	\$107	\$1,050	\$1,050	\$0	\$422	\$2,211
Other Direct Costs	\$570	\$171	\$1,274	\$1,274	\$0	\$397	\$2,897
Depreciation - Collection Vehicles	\$779	\$168	\$1,874	\$1,874	\$0	\$410	\$2,215
Depreciation - Computers	\$63	\$125	\$374	\$374	\$0	\$100	\$663
Depreciation for Collection Equipment	\$842	\$285	\$2,248	\$2,248	\$0	\$202	\$3,877
Loss	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Item 9)							
General and Administrative	\$545	\$378	\$4,113	\$4,113	\$0	\$366	\$5,242
Operations	\$258	\$106	\$1,669	\$1,669	\$0	\$164	\$3,181
Vehicles Maintenance	\$478	\$103	\$1,694	\$1,694	\$0	\$314	\$6,279
Collection Maintenance	\$71	\$196	\$237	\$237	\$0	\$118	\$1,120
Total Allocated Indirect Costs including Depreciation and Interest	\$1,344	\$663	\$12,207	\$12,207	\$0	\$1,401	\$18,723
Total Allocated Indirect Depreciation Costs (Item 9)	\$16	\$7	\$139	\$139	\$0	\$10	\$171
Annual Implementation Cost (Item A)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$12,896	\$2,973	\$28,212	\$28,212	\$0	\$8,409	\$53,913
Profit (Insert Operating Ratio below)	\$1,382	\$0	\$2,008	\$2,008	\$0	\$977	\$8,489
Total Proposed Costs Before Pass-Through Cost Allocations	\$14,278	\$3,943	\$31,629	\$31,629	\$0	\$10,286	\$59,272
Contractor Pass-Through Costs							
Interest Expense	\$770	\$91	\$721	\$721	\$0	\$161	\$1,243
Total Contractor Pass-Through Costs	\$770	\$91	\$721	\$721	\$0	\$161	\$1,243
TOTAL BASE CONTRACTORS COMPENSATION	\$14,278	\$4,034	\$33,350	\$33,350	\$0	\$10,447	\$60,515

SWWSA COLLECTION AGREEMENT 2021

D. Town of Bishopsgate Allocated Costs - Agency Facilities

Category	2021	2020	Total
City of Lillooet (Lillooet)	468	3,671	4,139
SWWSA - Lillooet (Accounts for Vancouver-Lillooet)	16,744	94,398	111,142
City of Lillooet (Lillooet)	2,875	2,394	5,269
City of Lillooet (Lillooet)	10,055	107,110	117,165
City of Lillooet (Lillooet)	212	21,781	21,993
SWWSA - Total (Lillooet)	236,000	5,955,445	6,191,445
City of Lillooet (Lillooet)	4,706,339	993,616	5,700,000
City of Lillooet (Lillooet)	0,086	2,281	2,367
City of Lillooet (Lillooet)	0,011	135,004	135,015
SWWSA - Total (Lillooet)	2,999,314	5,978,445	8,977,759
City of Lillooet (Lillooet)	0,054	2,286	2,340
City of Lillooet (Lillooet)	5	3,809	3,814
SWWSA - Total (Lillooet)	842	6,095	6,937
City of Lillooet (Lillooet)	13	79	92
SWWSA - Total (Lillooet)	13	79	92

Agency Facilities	Cost of and Direct Social Work	Cost and Other (by Agency Materials)	Cost and Other (by Materials)	Total Direct Ops. Services (All Materials)	Wages and Costs	Agency Facilities Total
Annual Cost of Operations						
Direct Labor-Related Costs:						
Wages for CHSA	\$4	\$107	\$283	\$1,652	\$74	\$2,119
Benefits for CHSA	\$16	\$78	\$189	\$786	\$35	\$1,094
Travel Allowance	\$3	\$14	\$30	\$140	\$6	\$195
Vehicle Expenses	\$2	\$12	\$25	\$120	\$5	\$162
Total Direct Labor-Related Costs	\$25	\$211	\$527	\$2,778	\$121	\$3,702
Direct Travel Costs:	\$4	\$20	\$44	\$205	\$9	\$281
Direct Travel Costs:	\$8	\$38	\$82	\$335	\$18	\$459
Depreciation - Collection Vehicles	\$17	\$83	\$184	\$857	\$31	\$1,169
Depreciation - Collection Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Lease	\$17	\$85	\$184	\$853	\$31	\$1,169
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9) General and Administrative (From 10) (By Agency Cost)	\$27	\$134	\$290	\$1,346	\$53	\$2,255
By Agency	\$8	\$39	\$84	\$390	\$17	\$537
Vehicle Maintenance	\$15	\$74	\$161	\$746	\$32	\$1,027
Vehicle Maintenance (From 10) (By Agency Cost)	\$4	\$19	\$42	\$194	\$9	\$358
Total Allocated Indirect Costs including Depreciation and Interest	\$83	\$426	\$916	\$4,279	\$168	\$4,335
Total Allocated Indirect Costs (From 9)	\$1	\$5	\$9	\$38	\$1	\$55
Annual Implementation Cost (From 10) (By Agency Cost)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$147	\$683	\$1,498	\$6,874	\$261	\$10,634
Profit (Insert Operating Ratio below)	\$14	\$73	\$165	\$772	\$90	\$1,065
Total Operating Costs Before Pass-Through Cost Allocation	\$161	\$756	\$1,663	\$7,646	\$351	\$11,699
Contractor Pass-Through Costs	\$4	\$18	\$39	\$181	\$7	\$248
Unsett Expenses	\$4	\$18	\$39	\$181	\$7	\$248
Total Contractor Pass-Through Costs	\$8	\$36	\$78	\$362	\$14	\$496
TOTAL BASE CONTRACTOR'S COMPENSATION	\$169	\$792	\$1,741	\$7,998	\$365	\$12,195

Service Level (Indicated) Used for Future Service Level Cost Adjustments	Lillooet	Lillooet	Lillooet	Hours
2014	312	312	832	76
2015	416	416	832	120
2016	416	428	758	76
Rolling Three-Year Average	367	399	797	94

SEWAMA COLLECTION AGREEMENT

Proposed Compensation 2021

D. Town of Hillsborough Allocated Costs - Agency Facilities

Step 1: Initial Budget Adjustments

CPY (CPY-SE-Wages (2017 Lined as Example))	264,176	264,176	264,176	264,176	264,176
CPY (CPY-SE-Wages (2017 Lined as Example))	264,176	264,176	264,176	264,176	264,176
CPY-SE-Wages - Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
CPY (CPY-W-Medical (2017 Lined as Example))	477,815	477,815	477,815	477,815	477,815
CPY (CPY-W-Medical (2017 Lined as Example))	477,815	477,815	477,815	477,815	477,815
CPY-W-Medical - Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
CPY (CPY-SE-Motor Fuel (2017 Lined as Example))	309,252	309,252	309,252	309,252	309,252
CPY (CPY-SE-Motor Fuel (2017 Lined as Example))	309,252	309,252	309,252	309,252	309,252
CPY-SE-Motor Fuel - Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
CPY (CPY-SE-Landfill or Bumpup)	269,983	269,983	269,983	269,983	269,983
CPY (CPY-SE-Landfill or Bumpup)	269,983	269,983	269,983	269,983	269,983
CPY-SE-Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Contractor Bid		Final and Due		Contractor Bid		Final and Due		Agency Facilities	
	Year 1	Year 2	Original	Adjusted	Year 1	Year 2	Original	Adjusted	Year 1	Year 2
Annual Cost of Operations										
Direct Labor/About Costs										
Wages for CBA's	\$54	\$107	\$562	\$562	\$1,682	\$1,682	\$1,682	\$1,682	\$74	\$239
Benefits for CBA's	\$16	\$78	\$169	\$169	\$789	\$789	\$789	\$789	\$33	\$107
Payroll Taxes	\$1	\$14	\$31	\$31	\$140	\$140	\$140	\$140	\$6	\$18
Hydrex Compensation Insurance	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
Total Direct Labor - Includable Costs	\$72	\$140	\$203	\$203	\$682	\$682	\$682	\$682	\$114	\$365
Trucks Paid Costs	\$4	\$20	\$44	\$44	\$202	\$202	\$202	\$202	\$9	\$29
Other Direct Costs	\$5	\$25	\$52	\$52	\$251	\$251	\$251	\$251	\$11	\$36
Depreciation - Operation Vehicles	\$17	\$85	\$184	\$184	\$853	\$853	\$853	\$853	\$38	\$124
Depreciation - Computers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$17	\$85	\$184	\$184	\$853	\$853	\$853	\$853	\$38	\$124
Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)										
Facility and Administration (same rate for Agency Costs)	\$27	\$134	\$290	\$290	\$1,348	\$1,348	\$1,348	\$1,348	\$61	\$199
Overhead	\$4	\$20	\$44	\$44	\$202	\$202	\$202	\$202	\$9	\$29
Vehicle Maintenance	\$13	\$64	\$136	\$136	\$646	\$646	\$646	\$646	\$30	\$96
Contractor Maintenance (using rate for Agency Costs)	\$4	\$19	\$42	\$42	\$194	\$194	\$194	\$194	\$9	\$29
Total Allocated Indirect Costs including Depreciation and Interest	\$53	\$266	\$576	\$576	\$2,678	\$2,678	\$2,678	\$2,678	\$127	\$401
Total Allocated Indirect Depreciation Costs (From 9)	\$1	\$5	\$16	\$16	\$75	\$75	\$75	\$75	\$3	\$10
Annual Implementation Cost Assumptions (From A)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$127	\$643	\$1,400	\$1,400	\$6,674	\$6,674	\$6,674	\$6,674	\$301	\$966
Profit (target Operating Ratio below)	\$14	\$72	\$158	\$158	\$732	\$732	\$732	\$732	\$34	\$109
Total Operating Costs before Pass-Through Cost Allocation	\$141	\$715	\$1,558	\$1,558	\$7,406	\$7,406	\$7,406	\$7,406	\$335	\$1,075
Contractor Pass-Through Costs										
Inflow Expense	\$4	\$18	\$39	\$39	\$181	\$181	\$181	\$181	\$8	\$26
Total Contractor Pass-Through Costs	\$4	\$18	\$39	\$39	\$181	\$181	\$181	\$181	\$8	\$26
TOTAL BASE CONTRACTOR COMPENSATION	\$145	\$733	\$1,597	\$1,597	\$7,587	\$7,587	\$7,587	\$7,587	\$343	\$1,101

	Step 2: Services Level Adjustments			
	2014	2015	2016	Three Year Average
Direct Labor-Related Costs	312	312	312	312
Wages/Benefits	416	416	416	416
Guarantee for Overtime	416	416	416	416
Payroll Taxes	347	347	347	347
Utilities	312	312	312	312
Materials	416	416	416	416
Depreciation	347	347	347	347
Other	100.0%	100.0%	100.0%	100.0%
Total	192.0%	192.0%	192.0%	192.0%

Agency Facilities	Cost and Bids Subject to Agency		Cost and Bids Subject to Other Agencies		Cost and Bids Subject to Other Departments		Cost and Bids Subject to Other Divisions		Agency Facilities Total
	A	B	C	D	E	F	G	H	
Annual Cost of Operations									
Direct Labor-Related Costs	\$54	\$107	\$30	\$62	\$14	\$28	\$6	\$12	\$202
Wages/Benefits	\$16	\$31	\$8	\$16	\$4	\$8	\$2	\$4	\$78
Guarantee for Overtime	\$3	\$6	\$2	\$4	\$1	\$2	\$1	\$2	\$14
Payroll Taxes	\$3	\$6	\$2	\$4	\$1	\$2	\$1	\$2	\$12
Utilities	\$54	\$107	\$20	\$40	\$10	\$20	\$5	\$10	\$278
Materials	\$4	\$8	\$2	\$4	\$1	\$2	\$1	\$2	\$12
Depreciation	\$4	\$8	\$2	\$4	\$1	\$2	\$1	\$2	\$12
Other	\$8	\$16	\$4	\$8	\$2	\$4	\$1	\$2	\$38
Other Direct Costs	\$8	\$16	\$4	\$8	\$2	\$4	\$1	\$2	\$38
Other Indirect Costs	\$17	\$34	\$5	\$10	\$3	\$6	\$1	\$2	\$52
Depreciation - Collection Vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation - Computers	\$17	\$34	\$5	\$10	\$3	\$6	\$1	\$2	\$52
Depreciation for Collection Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes	\$27	\$54	\$7	\$14	\$3	\$6	\$1	\$2	\$82
Allocated Indirect Costs including Depreciation and Interest (From 9)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operatives	\$12	\$24	\$3	\$6	\$1	\$2	\$1	\$2	\$48
Vendor Maintenance	\$12	\$24	\$3	\$6	\$1	\$2	\$1	\$2	\$48
Vendor Maintenance (Using Info. for Agency Costs)	\$12	\$24	\$3	\$6	\$1	\$2	\$1	\$2	\$48
Total Allocated Indirect Costs including Depreciation and Interest	\$24	\$48	\$3	\$6	\$1	\$2	\$1	\$2	\$96
Total Allocated Indirect Depreciation Over (From 9)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Implementation Cost Amortization (From 1)	\$17	\$34	\$5	\$10	\$3	\$6	\$1	\$2	\$52
Total Annual Cost of Operations	\$14	\$28	\$4	\$8	\$2	\$4	\$1	\$2	\$104
Profit (Insert Operating Ratio below)	90.5%								\$18.8
Total Operating Costs before Pass-Through Cost Allocation	\$14	\$28	\$4	\$8	\$2	\$4	\$1	\$2	\$122.8
Contractor Pass-Through Costs	\$4	\$8	\$1	\$2	\$0	\$0	\$0	\$0	\$16
Interest Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Contractor Pass-Through Costs	\$4	\$8	\$1	\$2	\$0	\$0	\$0	\$0	\$16
TOTAL BASE CONTRACTOR'S COMPENSATION	\$18	\$36	\$5	\$10	\$2	\$4	\$1	\$2	\$138.8

SPWMA COLLECTION AGREEMENT
City of Menlo Park Allocated Costs - SFD

Proposed Compensation 2021

City # of accounts	7,839	7,878	7,861	2,105	7,890
SPWMA # of accounts	94,580	94,272	90,125	29,104	94,580
Ctr % of accounts %	8.1%	8.1%	8.2%	7.1%	8.2%
Ctr Total Rems Labor hours year	4,256.33	4,041.22	3,742.01	910.63	12,590
SPWMA Total Rems Labor hours year	46,232.55	42,856.20	39,114.12	13,045.24	143,248
Ctr Total Rems Labor hours year %	9.2%	9.4%	9.6%	7.0%	9.1%
City # of trucks	3,876.58	3,877.19	3,334.66	890.65	11,819
SPWMA # of trucks	42,347.89	38,380.04	34,950.16	15,053.24	129,222
Ctr Total Rems Labor hours year %	9.2%	9.4%	9.3%	7.1%	9.2%
City Total Contractors in SAs vs	8,119	8,114	8,834	2,105	27,172
SPWMA Total Contractors in SAs vs	86,806	86,284	89,941	29,904	322,485
Ctr Total Contractors in SAs vs %	8.4%	8.4%	8.5%	7.0%	8.4%

	Social Work	Targeted Benefits	Dignity - Benefits (including Health)	Pay On Call Collection Term	Single Family Driveway Total
Annual Cost of Operations					
Direct Labor-Skilled Costs					
Wages-Benefits	\$353,280	\$301,153	\$260,170	\$63,938	\$916,702
Benefits-DC/CPA	\$164,184	\$145,202	\$122,479	\$14,422	\$466,287
Payroll Taxes	\$29,508	\$25,056	\$21,646	\$3,125	\$11,594
Workers Compensation Insurance	\$23,320	\$21,656	\$18,526	\$2,450	\$9,872
Total Direct Labor-Skilled-Costs	\$570,492	\$493,067	\$422,821	\$108,305	\$1,298,455
Direct Fixed Costs	\$27,959	\$40,974	\$33,173	\$1,024	\$114,264
Other Direct Costs	\$20,835	\$32,276	\$41,231	\$4,827	\$131,878
Depreciation - Collection Vehicle	\$56,707	\$54,918	\$53,566	\$1,787	\$167,978
Depreciation - Tractor	\$22,515	\$23,209	\$20,138	\$0	\$75,162
Depreciation for Collection Equipment	\$79,222	\$78,227	\$82,363	\$1,787	\$263,139
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)					
General and Admin Overhead	\$147,972	\$153,865	\$140,159	\$3,208	\$456,583
Operations	\$33,973	\$36,012	\$34,981	\$1,062	\$105,627
Vehicle Maintenance	\$64,106	\$69,827	\$66,828	\$2,129	\$201,878
Collection Maintenance	\$21,379	\$23,323	\$22,358	\$748	\$27,282
Total Allocated Indirect Costs including Depreciation and Interest	\$267,830	\$283,025	\$274,326	\$9,047	\$811,676
Total Allocated Indirect Depreciation Costs (From 9)	\$2,027	\$2,179	\$2,170	\$65	\$6,441
Annual Depreciation Cost (Amortization From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,068,817	\$947,168	\$839,923	\$128,068	\$2,945,859
Profit (Insert Operating Ratio below)	\$108,108	\$99,424	\$99,428	\$13,443	\$369,233
Total Proposed Costs before Pass-Through Cost Allocation	\$1,176,925	\$1,046,592	\$939,351	\$141,511	\$3,315,092
Contractor Pass-Through Costs					
Interest Expense	\$19,629	\$19,185	\$21,322	\$834	\$59,670
Total Contractor Pass-Through Costs	\$19,629	\$19,185	\$21,322	\$834	\$59,670
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,196,554	\$1,065,777	\$960,673	\$142,345	\$3,374,762

Year	Accounts	Accounts
2014	7,839	7,839
2015	7,874	7,874
2016	7,890	7,890
Rolling Three Year Average	7,864	7,864

City of Menlo Park Allocated Costs - SED

Step 1: Index Based Adjustments

CP1-CP1-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP2-CP2-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP3-CP3-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP4-CP4-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP5-CP5-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP6-CP6-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP7-CP7-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP8-CP8-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP9-CP9-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP10-CP10-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP11-CP11-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP12-CP12-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP13-CP13-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP14-CP14-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP15-CP15-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP16-CP16-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP17-CP17-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP18-CP18-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP19-CP19-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP20-CP20-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP21-CP21-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP22-CP22-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP23-CP23-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP24-CP24-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP25-CP25-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP26-CP26-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP27-CP27-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP28-CP28-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP29-CP29-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP30-CP30-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP31-CP31-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP32-CP32-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP33-CP33-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP34-CP34-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP35-CP35-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP36-CP36-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP37-CP37-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP38-CP38-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP39-CP39-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP40-CP40-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP41-CP41-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP42-CP42-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP43-CP43-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP44-CP44-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP45-CP45-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP46-CP46-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP47-CP47-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP48-CP48-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP49-CP49-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP50-CP50-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP51-CP51-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP52-CP52-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP53-CP53-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP54-CP54-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP55-CP55-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP56-CP56-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP57-CP57-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP58-CP58-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP59-CP59-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP60-CP60-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP61-CP61-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP62-CP62-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP63-CP63-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP64-CP64-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP65-CP65-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP66-CP66-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP67-CP67-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP68-CP68-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP69-CP69-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP70-CP70-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP71-CP71-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP72-CP72-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP73-CP73-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP74-CP74-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP75-CP75-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP76-CP76-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP77-CP77-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP78-CP78-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP79-CP79-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP80-CP80-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP81-CP81-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP82-CP82-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP83-CP83-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP84-CP84-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP85-CP85-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP86-CP86-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP87-CP87-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP88-CP88-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP89-CP89-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP90-CP90-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP91-CP91-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP92-CP92-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP93-CP93-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP94-CP94-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP95-CP95-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP96-CP96-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP97-CP97-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP98-CP98-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP99-CP99-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176
CP100-CP100-W-Whse (2017) Listed as Example	264,176	264,176	264,176	264,176

Single Family Dwelling	Solid Waste		Tripartite Base-Adjustable	Original Member's (including Holiday Total)	Use On-Call Collocated Tripartite	Single Family Dwelling Total
	A	B				
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages Ex. CBA	\$353,380	\$301,153	\$301,153	\$250,170	\$63,998	\$800,202
Benefits Ex. CBA	\$149,184	\$145,202	\$145,202	\$124,479	\$34,422	\$466,217
Payroll Taxes	\$39,468	\$35,056	\$35,056	\$21,646	\$5,315	\$81,948
Workers Compensation Insurance	\$23,320	\$21,556	\$21,556	\$13,436	\$4,560	\$59,923
Total Direct Labor Related Costs	\$595,352	\$502,967	\$502,967	\$412,791	\$108,393	\$1,259,455
Direct Fuel Costs	\$27,993	\$40,074	\$40,074	\$33,173	\$3,024	\$114,264
Other Direct Costs	\$90,035	\$32,776	\$32,776	\$44,231	\$4,837	\$151,879
Depreciation - Collection Vehicles	\$16,207	\$14,918	\$14,918	\$13,566	\$2,787	\$167,978
Depreciation - Computers	\$23,515	\$23,309	\$23,309	\$19,138	\$0	\$75,102
Depreciation for Collection Equipment	\$79,222	\$74,227	\$74,227	\$42,903	\$2,787	\$243,139
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Item 9)	\$147,972	\$153,965	\$153,965	\$149,839	\$5,208	\$456,883
General and Administrative:	\$33,373	\$36,012	\$36,012	\$34,981	\$1,031	\$105,627
Operations	\$64,166	\$68,827	\$68,827	\$66,856	\$2,029	\$201,879
Vehicle Maintenance	\$21,379	\$22,322	\$22,322	\$22,838	\$748	\$87,211
Consumer Incentives	\$287,090	\$291,023	\$291,023	\$274,514	\$3,097	\$831,676
Total Allocated Indirect Costs including Depreciation and Interest	\$1,027	\$2,179	\$2,179	\$2,170	\$65	\$6,411
Total Allocated Indirect Depreciation Costs (Item 9)	\$0	\$0	\$0	\$0	\$0	\$0
Annual Implementation Cost Amortization (Item A)	\$1,019,817	\$947,148	\$947,148	\$959,623	\$126,065	\$2,943,853
Total Annual Cost of Operations	\$1,964,166	\$959,424	\$959,424	\$969,258	\$11,643	\$3,903,233
Profit (Insert Operating Ratio below)	99.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$1,116,925	\$1,046,573	\$1,046,573	\$980,681	\$141,509	\$3,255,097
Contractor Pass-Through Costs	\$19,429	\$19,115	\$19,115	\$19,332	\$684	\$59,650
Total Contractor Pass-Through Costs	\$19,429	\$19,115	\$19,115	\$19,332	\$684	\$59,650
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,136,354	\$1,065,688	\$1,065,688	\$1,000,013	\$142,193	\$3,314,747

Step 2: Service Level Adjustments	
2014	Accounts Receivable
2015	Accounts Receivable
2016	Accounts Receivable
Three-Year Rolling Three-Year Average	
2014	Accounts Receivable
2015	Accounts Receivable
2016	Accounts Receivable
Three-Year Rolling Three-Year Average	
100% Service Level Adjustment Factor	100.0%
65% Service Level Adjustment Factor	100.0%

Single Family Dwelling	Sold to us	Employs Recycled Materials	Original Material (excluding Blends)	Per Capita Col. All Collocation Costs	Single Family Dwelling Total
A	B	C	D	E	F
Annual Cost of Operations					
Direct Labor-related Costs					
Wages for CMA	\$155,383	\$101,123	\$260,176	\$63,998	\$980,702
Benefits for CMA	\$164,184	\$148,202	\$122,479	\$36,822	\$466,237
Payroll Taxes	\$29,566	\$25,696	\$21,646	\$5,325	\$61,594
Workers Compensation Insurance	\$28,328	\$21,656	\$18,538	\$4,580	\$60,572
Total Direct Labor Related Costs	\$277,461	\$196,677	\$422,839	\$108,305	\$1,389,665
Direct Fuel Cost	\$37,583	\$40,074	\$33,173	\$5,024	\$114,264
Other Direct Costs	\$50,022	\$52,776	\$44,231	\$4,837	\$151,878
Depreciation - Collection Vehicles	\$36,707	\$54,916	\$55,566	\$2,787	\$167,978
Depreciation - Containers	\$32,515	\$33,309	\$39,338	\$0	\$75,162
Depreciation for Collection Equipment	\$79,222	\$71,277	\$82,203	\$2,707	\$243,179
Leases	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)					
General and Maintenance	\$142,072	\$153,865	\$149,859	\$5,208	\$456,863
Operator	\$33,573	\$36,012	\$34,581	\$1,062	\$105,627
Vehicle Maintenance	\$64,166	\$68,827	\$66,856	\$2,079	\$201,878
Container Maintenance	\$21,779	\$23,322	\$22,838	\$748	\$62,282
Total Allocated Indirect Costs including Depreciation and Interest	\$262,590	\$282,026	\$274,134	\$9,097	\$833,576
Total Allocated Indirect Depreciation Costs (From 9)	\$3,857	\$2,179	\$2,179	\$65	\$6,441
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,010,817	\$947,146	\$869,632	\$128,645	\$2,345,658
Profit (Insert Operating Ratio below)	\$166,308	\$99,684	\$99,288	\$13,449	\$399,233
Total Proposed Costs before Pass-Through Cost Allocation	\$1,177,125	\$1,046,830	\$968,920	\$142,094	\$2,744,891
Contractor Pass-Through Costs					
Business License	\$19,429	\$19,429	\$20,122	\$684	\$59,650
Total Contractor Pass-Through Costs	\$19,429	\$19,429	\$20,122	\$684	\$60,334
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,196,554	\$1,066,259	\$989,042	\$142,778	\$2,805,225

Statistics Used for Year 2021 Cost Allocation Only	20	21	Total
City of Accounts	1,136	292	2,105
SRWMA # Accounts	10,332	1,712	20,504
City % of Accounts %	11.0%	17.1%	7.7%
City Total Route Labor hours year	4,992.11	877.66	900.63
SRWMA Total Route Labor hours year	41,871.85	6,336.65	13,045.24
City % Total Route Labor hours year %	10.9%	11.8%	7.7%
City # of route hours year	3,760.20	840.20	900.63
SRWMA # of route hours year %	31,307.08	2,224.11	13,045.24
City % of route hours year %	12.0%	14.6%	7.7%
City Total Fundamentals in Service	2,611	346	2,105
SRWMA Total Fundamentals in Service	17,258	2,039	20,504
City % Total Fundamentals in Service	17.7%	16.6%	7.9%

	City and then Scaled Week	City and Bus Responsible Materials	City and Bus Operative Materials (including Bridge, Truck)	Total Drop Box Year-Over (All Materials)		Tax Over-All Collection Excess	MFD & Commercial Total
				A	B		
Annual Cost of Operations							
Direct Labor-Related Costs							
Wages for CIBAs	\$529,984	\$291,577	\$16,963	\$54,248	\$10,316	\$315,988	\$467,591
Benefits for CIBAs	\$262,707	\$159,247	\$10,517	\$20,047	\$3,074	\$76,160	\$88,808
Payroll Direct	\$44,075	\$14,635	\$1,097	\$4,703	\$88	\$5,521	\$6,319
Workers Compensation Insurance	\$17,020	\$5,092	\$6,092	\$4,039	\$735	\$1,464,357	\$1,464,357
Total Direct Labor Related Costs	\$854,786	\$533,666	\$142,266	\$88,039	\$14,989	\$1,464,357	\$1,464,357
Direct Fuel Costs	\$58,244	\$23,246	\$13,266	\$5,445	\$1,122	\$101,322	\$101,322
Other Direct Costs	\$80,160	\$37,421	\$16,094	\$10,331	\$1,544	\$145,549	\$145,549
Depreciation - Collection Vehicles	\$71,773	\$34,894	\$23,672	\$8,693	\$1,868	\$140,999	\$140,999
Depreciation - Equipment	\$14,075	\$9,897	\$14,367	\$9	\$267	\$38,536	\$38,536
Expenditures for Collection Equipment	\$53,847	\$44,201	\$19,039	\$8,693	\$1,325	\$178,635	\$178,635
Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Items 9)							
General and Administrative	\$103,459	\$109,214	\$280,162	\$39,270	\$2,141	\$474,246	\$474,246
Operations	\$23,047	\$23,094	\$73,615	\$13,570	\$437	\$89,761	\$89,761
Vehicle Maintenance	\$44,048	\$44,139	\$44,242	\$28,935	\$834	\$179,199	\$179,199
City over Market rate	\$13,252	\$13,669	\$28,340	\$13,066	\$208	\$23,298	\$23,298
Total Allocated Indirect Costs including Depreciation and Interest	\$186,812	\$191,816	\$526,357	\$112,740	\$1,720	\$829,966	\$829,966
Total Allocated Indirect Depreciation Costs (Items 9)	\$1,453	\$1,418	\$1,751	\$976	\$27	\$5,625	\$5,625
Annual Implementation Over Allocation (From A)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Implementation Over Allocation (From A)	\$1,276,500	\$653,689	\$537,983	\$323,514	\$14,728	\$2,716,475	\$2,716,475
Total Annual Cost of Operations	\$1,840,635	\$988,619	\$566,473	\$323,463	\$2,596	\$2,841,155	\$2,841,155
Profit (Insert Operating Ratio below)							
Total Proposed Costs before Pass-Through Cost Allocation	\$1,840,635	\$722,308	\$594,615	\$326,977	\$27,323	\$3,401,629	\$3,401,629
Contractor Pass-Through Costs							
Interest Expense	\$28,142	\$14,054	\$12,176	\$2,850	\$438	\$38,559	\$38,559
Total Contractor Pass-Through Costs	\$28,142	\$14,054	\$12,176	\$2,850	\$438	\$38,559	\$38,559
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,868,777	\$736,362	\$606,791	\$329,827	\$27,761	\$3,440,188	\$3,440,188

Service Level Qualifier Used for Future Service Level Cost Adjustments	2014	2015	2016	Rolling Three-Year Average
Lifts	146,375	145,065	145,960	145,800
Rolls	24,596	27,131	29,025	27,218
Rolling Three-Year Average	145,960	145,960	145,960	145,960

City of Manila Park Allocated Costs - MFD & Commercial

Step 1: Indirect Based Adjustments

PY CFW-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176	264,176
CY CFW-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176	264,176
CFW-Wages Adjustment	100,0%	100,0%	100,0%	100,0%	100,0%	100,0%
PY CFW-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815	477,815
CY CFW-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815	477,815
CFW-Medical Adjustment	100,0%	100,0%	100,0%	100,0%	100,0%	100,0%
PY CFW-Motor Fuel (2017 Listed as Example)	309,252	309,252	309,252	309,252	309,252	309,252
CY CFW-Motor Fuel (2017 Listed as Example)	309,252	309,252	309,252	309,252	309,252	309,252
CFW-Motor Fuel Adjustment	100,0%	100,0%	100,0%	100,0%	100,0%	100,0%
PY CFW (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983	269,983
CY CFW (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983	269,983
CFW Adjustment	100,0%	100,0%	100,0%	100,0%	100,0%	100,0%

	Left and Fee Sold Wages	Cost and Fee Acceptable Materials	Cost and Fee Operating Machinery (including Lubricants, Tools, Etc.)	Total Depreciable Services (All Months)	Turn Out Call Collection Hours	MFD & Commercial Total
Annual Cost of Operations						
Fixed Labor-Related Costs						
Wages for CMAs	\$58,984	\$23,577	\$56,983	\$56,984	\$10,316	\$915,384
Bonuses for CMAs	\$32,307	\$9,247	\$31,071	\$31,071	\$3,074	\$407,591
Payroll Taxes	\$44,095	\$14,435	\$3,967	\$4,705	\$838	\$74,160
Workers Compensation Insurance	\$33,081	\$11,082	\$6,008	\$6,008	\$234	\$63,212
Total Fixed Labor Related Costs	\$168,467	\$58,341	\$102,036	\$102,768	\$16,962	\$1,464,357
Fixed Fuel Costs	\$38,204	\$23,246	\$13,866	\$5,445	\$1,122	\$121,322
Other Driver Costs	\$80,160	\$17,487	\$16,094	\$10,201	\$1,544	\$145,549
Depreciation - Collective Vehicles	\$71,772	\$14,894	\$23,672	\$8,693	\$1,068	\$140,099
Depreciation - Containers	\$18,675	\$9,807	\$14,387	\$1	\$287	\$28,366
Depreciation for Collection Equipment	\$83,947	\$44,701	\$29,059	\$8,193	\$1,195	\$178,685
Lease	\$9	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)						
General and Administrative	\$103,459	\$108,214	\$203,162	\$28,270	\$2,141	\$174,246
Operations	\$23,047	\$23,094	\$33,631	\$11,579	\$417	\$91,761
Vehicle Maintenance	\$44,048	\$44,139	\$64,342	\$25,928	\$834	\$79,199
Corporate Maintenance	\$15,527	\$15,409	\$20,340	\$12,066	\$308	\$23,260
Total Allocated Indirect Costs including Depreciation and Interest	\$186,511	\$191,856	\$326,577	\$112,740	\$3,720	\$420,966
Total Allocated Indirect Depreciation Costs (From 9)	\$1,453	\$1,418	\$1,751	\$976	\$27	\$5,625
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,276,568	\$653,000	\$857,983	\$228,514	\$34,729	\$2,176,673
Profit (Insert Operating Ratio below)	\$134,004	\$68,619	\$58,473	\$23,463	\$2,594	\$285,195
						94.5%
Total Estimated Costs before Pass-Through Cost Allocation	\$1,410,572	\$721,619	\$916,456	\$251,977	\$37,323	\$2,601,869
Contractor Pass-Through Costs						
Interest Expense	\$28,142	\$14,654	\$12,495	\$2,850	\$438	\$39,559
Total Contractor Pass-Through Costs	\$28,142	\$14,654	\$12,495	\$2,850	\$438	\$39,559
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,438,714	\$736,273	\$928,951	\$254,827	\$37,761	\$2,641,428

	Step 1: Service Level Adjustments		Lifts	Bins
	Lifts	Bins		
2014	146,575	143,005	34,596	740
2015	144,404	145,209	27,131	735
2016	143,546	146,305	29,026	720
Three Year Average	144,842	144,842	30,214	732
2014	146,575	143,005	34,596	740
2015	144,404	145,209	27,131	735
2016	143,546	146,305	29,026	720
Current Year Rolling Three-Year Average	144,842	144,842	30,214	742
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%
60% Service Level Adjustment Factor	60.0%	60.0%	60.0%	60.0%

MFD & Commercial	Carroll the Solid Waste	City and the Recycling Materials	City and the Organics Recycling	Total Direct Services (All Bins)	Total Direct Services (All Collection Points)	MFD & Commercial Total
Annual Cost of Operations						
Fixed Labor-Related Costs	\$229,984	\$31,577	\$94,903	\$56,598	\$10,216	\$915,288
Wages for CBA	\$229,787	\$29,247	\$30,517	\$20,047	\$3,074	\$407,291
Benefits for CBA	\$44,025	\$14,433	\$4,667	\$4,705	\$858	\$76,100
Payroll Taxes	\$37,290	\$13,292	\$6,092	\$5,029	\$753	\$65,213
Fixed Compensation Liabilities	\$664,545	\$355,046	\$142,458	\$85,328	\$16,983	\$1,064,357
Total Direct Labor Related Costs	\$1,131,606	\$703,063	\$273,026	\$171,111	\$27,613	\$1,305,419
Direct Fuel Costs	\$58,244	\$32,246	\$11,265	\$3,745	\$1,122	\$101,322
Other Direct Costs	\$90,180	\$37,423	\$16,094	\$10,331	\$1,544	\$145,549
Depreciation - Collection Vehicles	\$71,772	\$34,894	\$23,672	\$8,693	\$1,064	\$140,099
Depreciation - Cranes	\$14,075	\$9,897	\$14,347	\$0	\$267	\$38,589
Depreciation for Collection Equipment	\$83,847	\$44,701	\$38,059	\$8,693	\$1,335	\$176,635
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)	\$103,459	\$109,214	\$200,162	\$59,270	\$2,141	\$474,216
General and Administrative	\$23,047	\$23,094	\$33,613	\$13,570	\$437	\$59,761
Operations	\$44,049	\$44,139	\$64,342	\$23,935	\$834	\$127,199
Mechanical Maintenance	\$15,757	\$15,409	\$28,340	\$13,966	\$388	\$58,260
Contractor Maintenance	\$106,212	\$191,256	\$376,537	\$112,740	\$3,729	\$620,274
Total Allocated Indirect Costs including Depreciation and Interest	\$1,423	\$1,418	\$1,721	\$876	\$27	\$3,625
Total Allocated Indirect Depreciation Costs (Form 9)	\$0	\$0	\$0	\$0	\$0	\$0
Annual Implementation Cost Amortization (Form A)	\$1,276,560	\$633,689	\$937,983	\$233,514	\$9,729	\$2,151,475
Total Annual Cost of Operations	\$1,548,064	\$948,419	\$856,473	\$233,463	\$31,996	\$3,088,155
Profit (Insert Operating Ratio below)	94.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$1,411,523	\$722,386	\$594,455	\$246,977	\$27,325	\$3,001,629
Contractor Pass-Through Costs	\$28,142	\$11,654	\$12,476	\$2,850	\$438	\$58,559
Business Expense	\$28,142	\$11,654	\$12,476	\$2,850	\$438	\$58,559
Total Contractor Pass-Through Costs	\$56,284	\$23,308	\$24,952	\$5,700	\$876	\$117,118
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,467,807	\$745,694	\$619,407	\$252,677	\$32,201	\$3,125,747

City of Manila Park Allocated Costs - Agency Facilities

Step 11: Index Based Adjustments

CP-W-Wages (2017 Used as Example)	264,176	264,176	264,176	264,176	264,176
CP-W-Wages (2017 Used as Example)	264,176	264,176	264,176	264,176	264,176
CP-W-Wages Adjustments	100.0%	100.0%	100.0%	100.0%	100.0%
CP-W-Miscellaneous (2017 Used as Example)	477,815	477,815	477,815	477,815	477,815
CP-W-Miscellaneous (2017 Used as Example)	477,815	477,815	477,815	477,815	477,815
CP-W-Miscellaneous Adjustments	100.0%	100.0%	100.0%	100.0%	100.0%
CP-W-Utilities (2017 Used as Example)	209,252	209,252	209,252	209,252	209,252
CP-W-Utilities (2017 Used as Example)	209,252	209,252	209,252	209,252	209,252
CP-W-Utilities Adjustments	100.0%	100.0%	100.0%	100.0%	100.0%
CP-W-Repairs (2017 Used as Example)	269,983	269,983	269,983	269,983	269,983
CP-W-Repairs (2017 Used as Example)	269,983	269,983	269,983	269,983	269,983
CP-W-Repairs Adjustments	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Split		Cart and Bin		Cart and Bin		Truck/Buy		Vehicle and Equip		Agency Facilities Total
	W	U	C	M	M	M	S	M	V	F	
Annual Cost of Operations											
Direct Labor-Related Costs											
Wages for CBAs	\$24,225		\$465		\$3,800		\$5,602		\$1,538		\$41,898
Benefits for CBAs	\$11,325		\$311		\$4,146		\$2,661		\$1,187		\$19,629
Travel Time	\$2,016		\$59		\$738		\$474		\$211		\$3,494
Workers Compensation Insurance	\$1,226		\$67		\$632		\$805		\$181		\$2,921
Total Direct Labor Related Costs	\$39,291		\$1,078		\$14,385		\$9,222		\$4,117		\$58,109
Direct Fuel Costs	\$3,574		\$98		\$1,308		\$940		\$322		\$6,142
Other Direct Costs	\$6,741		\$185		\$2,468		\$1,384		\$888		\$11,585
Depreciation - Collection Vehicles	\$14,052		\$386		\$5,145		\$3,322		\$1,652		\$23,956
Depreciation - Computers	\$0		\$0		\$0		\$0		\$0		\$0
Depreciation for Collection Equipment	\$14,052		\$386		\$5,145		\$3,322		\$1,652		\$23,956
Lease	\$0		\$0		\$0		\$0		\$0		\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)	\$32,809		\$903		\$12,048		\$7,733		\$1,189		\$54,782
General and Administrative (using rate for Agency Costs)	\$6,718		\$184		\$2,456		\$1,576		\$565		\$11,499
Vehicle Maintenance	\$12,830		\$352		\$4,694		\$3,012		\$1,082		\$21,959
Contractor Maintenance (using rate for Agency Costs)	\$4,729		\$130		\$1,731		\$1,111		\$371		\$7,873
Total Allocated Indirect Costs excluding Depreciation and Interest	\$57,166		\$1,569		\$20,929		\$13,432		\$5,001		\$96,104
Total Allocated Indirect Depreciation Costs (Form 9)	\$429		\$11		\$168		\$108		\$34		\$782
Annual Implementation Cost Amortization (Form A)	\$0		\$0		\$0		\$0		\$0		\$0
Total Annual Cost of Operations	\$121,283		\$3,328		\$44,484		\$38,698		\$9,141		\$186,683
FeedBk (Insert Operating Ratio below)	\$12,731		\$349		\$4,651		\$3,592		\$868		\$21,873
	90.5%										
Total Operating Costs before Pass-Through Cost Allocation	\$134,014		\$3,677		\$49,135		\$42,290		\$10,009		\$228,346
Contractor Pass-Through Costs	\$2,979		\$82		\$1,091		\$700		\$223		\$5,074
Total Contractor Pass-Through Costs	\$2,979		\$82		\$1,091		\$700		\$223		\$5,074
TOTAL BASE CONTRACTOR'S COMPENSATION	\$136,993		\$3,759		\$50,226		\$42,990		\$10,232		\$233,420

SBWMA COLLECTION AGREEMENT

B. City of Redwood City Allocated Costs - STD

Proposed Compensation

2021

Step 1: Initial Brand Adjustments

	2017	2018	2019	2020	2021
CV CPE-W Mega (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CV CPE-W Mega (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CV CPE-W Mega Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPE-W Mega (2017 Listed as Example)	477,315	477,315	477,315	477,315	477,315
CV CPE-W Mega (2017 Listed as Example)	477,315	477,315	477,315	477,315	477,315
CV CPE-W Mega Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
CV CPE-W Mega (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CV CPE-W Mega (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CV CPE-W Mega Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPE-W Mega (2017 Listed as Example)	269,943	269,943	269,943	269,943	269,943
CV CPE-W Mega (2017 Listed as Example)	269,943	269,943	269,943	269,943	269,943
CV CPE-W Mega Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Annual Cost of Operations	Single Family Dwelling		Original Minus (Including Rental, Taxes)	7.5% O&M Collection Rate	Single Family Dwelling Total
	Job Type	7.5% O&M Collection Rate			
Annual Cost of Operations					
Direct Labor-Salaries	\$69,234	\$51,232	\$48,071	\$16,543	\$1,814,221
Supplies for CDAs	\$10,565	\$8,045	\$19,053	\$83,093	\$866,035
Travel for CDAs	\$1,648	\$4,845	\$3,888	\$11,783	\$150,945
Food and Beverage Expenses	\$1,200	\$1,680	\$2,000	\$11,800	\$129,257
Total Direct Labor Related Costs	\$83,647	\$65,802	\$73,912	\$33,926	\$2,960,456
Direct Fuel Costs	\$69,183	\$71,655	\$53,159	\$7,827	\$284,029
Other Direct Costs	\$11,198	\$97,619	\$70,867	\$12,515	\$271,252
Depreciation - Collection Vehicles	\$109,528	\$109,657	\$85,523	\$7,214	\$297,522
Depreciation - Computers	\$80,335	\$51,475	\$7,692	\$0	\$159,522
Depreciation for Collection Equipment	\$13,893	\$15,422	\$14,515	\$7,214	\$457,044
Lease	\$3	\$0	\$0	\$0	\$0
Allocated Indirect Costs, excluding Depreciation (Item 9)					
General and Administrative	\$26,419	\$78,648	\$26,299	\$1,676	\$1,006,638
Operations	\$41,294	\$6,201	\$5,096	\$2,245	\$186,298
Vehicle Maintenance	\$17,197	\$1,259	\$1,071	\$5,235	\$515,041
Contractor Insurance	\$47,813	\$40,295	\$44,912	\$1,927	\$1,433,522
Total Allocated Indirect Costs including Depreciation and Lease	\$532,071	\$231,471	\$334,216	\$23,416	\$1,691,925
Total Allocated Indirect Depreciation Costs (Item 9)	\$3,709	\$4,006	\$3,477	\$168	\$11,522
Annual Compensation Cost Assumptions (Item A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,836,581	\$1,861,544	\$1,496,361	\$331,461	\$5,096,438
Profit (Insert Operating Ratio below)	\$383,377	\$155,411	\$153,989	\$54,794	\$697,482
Total Proposed Costs before Pass-Through Cost Allocation	\$2,219,958	\$2,016,955	\$1,650,350	\$386,255	\$5,793,920
Contractor Pass-Through Costs					
Insurance	\$37,961	\$37,394	\$35,197	\$1,769	\$111,089
Total Contractor Pass-Through Costs	\$37,961	\$37,394	\$35,197	\$1,769	\$111,089
TOTAL BASE CONTRACTOR'S COMPENSATION	\$2,257,919	\$2,054,349	\$1,685,547	\$388,024	\$5,905,009

SBWMA COLLECTION AGREEMENT
 D. City of Redwood City Allocated Costs - SPD

Proposed Compensation 2021

Step 2: Service Level Adjustments	
Accounts	Accounts
2014	17,316
2015	17,406
2016	17,405
Prior Year Rolling Three-Year Average	17,376
Accounts	Accounts
2014	17,316
2015	17,406
2016	17,405
Current Year Rolling Three-Year Average	17,376
100% Service Level Adjustment Factor	100.0%
100% Service Level Adjustment Factor	100.0%

Single Family Dwelling	Sole Source	Required Receivable Turnover	Queue Rate (including Ability to Pay)	Year (Pre-Call) Collection Term	Single Family Dwelling Total
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for 2014	\$659,214	\$322,273	\$462,771	\$185,549	\$1,814,221
Benefits for 2014	\$204,580	\$201,745	\$191,615	\$99,001	\$864,015
Payroll Taxes	\$243,898	\$243,895	\$233,065	\$113,301	\$1,469,931
Workers' Compensation Insurance	\$263,882	\$252,082	\$242,082	\$118,811	\$1,292,257
Total Direct Labor-Related Costs	\$1,391,574	\$1,019,995	\$1,129,537	\$416,662	\$5,438,425
Direct Fuel Costs	\$69,200	\$73,689	\$71,150	\$7,827	\$294,009
Other Direct Costs	\$91,308	\$97,019	\$70,887	\$12,218	\$271,252
Depreciation - Collection Vehicles	\$163,298	\$100,977	\$85,823	\$7,214	\$377,322
Depreciation - Computer	\$89,335	\$51,475	\$57,892	\$0	\$199,332
Depreciation for Collection Equipment	\$153,881	\$125,632	\$148,515	\$7,214	\$457,044
Taxes	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Interest (from 3))	\$236,410	\$239,649	\$236,291	\$13,478	\$1,705,638
General and Administrative	\$1,294	\$66,201	\$56,046	\$2,748	\$166,538
Operations	\$17,147	\$126,528	\$109,116	\$5,253	\$356,041
Vehicle Maintenance	\$97,813	\$97,795	\$4,432	\$1,937	\$143,827
Customer Maintenance	\$532,673	\$891,471	\$394,366	\$24,416	\$1,491,225
Total Allocated Indirect Costs (including Depreciation and Interest)	\$891,471	\$1,425,146	\$1,192,018	\$34,817	\$1,966,538
Total Allocated Indirect Depreciation Cost (from 9)	\$0	\$0	\$0	\$0	\$0
Annual Implementation Cost Amortization (from 1)	\$1,836,583	\$1,836,584	\$1,866,261	\$331,462	\$5,596,638
Total Annual Cost of Operations	\$2,187,387	\$1,836,641	\$1,866,261	\$331,462	\$9,977,482
Profit (based on Operating Ratio below)	\$0.5%	\$9,488	\$9,488	\$488	\$48,800
Total Proposed Costs before Pass-Through Cost Allocation	\$2,196,875	\$1,846,129	\$1,875,749	\$331,950	\$10,026,282
Contractor Pass-Through Costs	\$57,940	\$57,214	\$55,197	\$1,769	\$112,809
Interest Expense	\$27,260	\$27,364	\$26,827	\$1,022	\$112,809
Total Contractor Pass-Through Costs	\$85,200	\$84,578	\$82,024	\$2,791	\$225,618
TOTAL BASE CONTRACTOR COMPENSATION	\$2,282,075	\$1,930,707	\$1,957,773	\$334,741	\$10,251,900

SEWMA COLLECTION AGREEMENT

2021

Proposed Compensation

D. City of Redwood City Allocated Costs - MFD & Commercial

	1	2	3	4	5	6	7	8	9	10	11	12
	Cost and Inc. Sold	Cost and Inc. Through	Cost and Inc. Through	Cost and Inc. Through	Cost and Inc. Through	Cost and Inc. Through	Cost and Inc. Through	Cost and Inc. Through	Cost and Inc. Through	Cost and Inc. Through	Cost and Inc. Through	Cost and Inc. Through
PP-CPU-W-Wages (2017 Listed as E-Example)	264,176	264,176	264,176	264,176	264,176	264,176	264,176	264,176	264,176	264,176	264,176	264,176
CP-CPU-W-Wages (2017 Listed as E-Example)	264,176	264,176	264,176	264,176	264,176	264,176	264,176	264,176	264,176	264,176	264,176	264,176
CP-W-Wages Ad-Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
PP-CPU-W-Medical (2017 Listed as E-Example)	477,815	477,815	477,815	477,815	477,815	477,815	477,815	477,815	477,815	477,815	477,815	477,815
CP-CPU-W-Medical (2017 Listed as E-Example)	477,815	477,815	477,815	477,815	477,815	477,815	477,815	477,815	477,815	477,815	477,815	477,815
CP-W-Medical Ad-Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
PP-CPU-U-Motor Fuel (2017 Listed as F-Example)	209,252	209,252	209,252	209,252	209,252	209,252	209,252	209,252	209,252	209,252	209,252	209,252
CP-CPU-U-Motor Fuel (2017 Listed as F-Example)	209,252	209,252	209,252	209,252	209,252	209,252	209,252	209,252	209,252	209,252	209,252	209,252
CP-U-Motor Fuel Ad-Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
PP-CPU-U-Motor Fuel (2017 Listed as F-Example)	269,983	269,983	269,983	269,983	269,983	269,983	269,983	269,983	269,983	269,983	269,983	269,983
CP-CPU-U-Motor Fuel (2017 Listed as F-Example)	269,983	269,983	269,983	269,983	269,983	269,983	269,983	269,983	269,983	269,983	269,983	269,983
CP-U-Ad-Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

	1	2	3	4	5	6	7	8	9	10	11	12
	Cost and Inc. Sold	Cost and Inc. Through	Cost and Inc. Through	Cost and Inc. Through	Cost and Inc. Through	Cost and Inc. Through	Cost and Inc. Through	Cost and Inc. Through	Cost and Inc. Through	Cost and Inc. Through	Cost and Inc. Through	Cost and Inc. Through
MFD & Commercial												
Annual Cost of Operations												
Direct Labor-Related Costs												
Wages for City As	\$1,015,941	\$1,015,941	\$1,015,941	\$1,015,941	\$1,015,941	\$1,015,941	\$1,015,941	\$1,015,941	\$1,015,941	\$1,015,941	\$1,015,941	\$1,015,941
Benefits for City As	249,640	249,640	249,640	249,640	249,640	249,640	249,640	249,640	249,640	249,640	249,640	249,640
Fuel for City As	89,436	89,436	89,436	89,436	89,436	89,436	89,436	89,436	89,436	89,436	89,436	89,436
Permit Fees	27,232	27,232	27,232	27,232	27,232	27,232	27,232	27,232	27,232	27,232	27,232	27,232
Vehicle Compensation Insurance	27,232	27,232	27,232	27,232	27,232	27,232	27,232	27,232	27,232	27,232	27,232	27,232
Total Direct Labor Related Costs	\$1,697,571	\$1,697,571	\$1,697,571	\$1,697,571	\$1,697,571	\$1,697,571	\$1,697,571	\$1,697,571	\$1,697,571	\$1,697,571	\$1,697,571	\$1,697,571
Third-Party Costs	\$100,362	\$100,362	\$100,362	\$100,362	\$100,362	\$100,362	\$100,362	\$100,362	\$100,362	\$100,362	\$100,362	\$100,362
Other Direct Costs	\$130,096	\$130,096	\$130,096	\$130,096	\$130,096	\$130,096	\$130,096	\$130,096	\$130,096	\$130,096	\$130,096	\$130,096
Depreciation - Collection Vehicles	\$121,648	\$121,648	\$121,648	\$121,648	\$121,648	\$121,648	\$121,648	\$121,648	\$121,648	\$121,648	\$121,648	\$121,648
Depreciation - Containers	\$23,683	\$23,683	\$23,683	\$23,683	\$23,683	\$23,683	\$23,683	\$23,683	\$23,683	\$23,683	\$23,683	\$23,683
Depreciation for Collection Equipment	\$14,731	\$14,731	\$14,731	\$14,731	\$14,731	\$14,731	\$14,731	\$14,731	\$14,731	\$14,731	\$14,731	\$14,731
Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)	\$124,025	\$124,025	\$124,025	\$124,025	\$124,025	\$124,025	\$124,025	\$124,025	\$124,025	\$124,025	\$124,025	\$124,025
Guarant and - Adm - Int	\$37,706	\$37,706	\$37,706	\$37,706	\$37,706	\$37,706	\$37,706	\$37,706	\$37,706	\$37,706	\$37,706	\$37,706
Vehicle Maintenance	\$75,887	\$75,887	\$75,887	\$75,887	\$75,887	\$75,887	\$75,887	\$75,887	\$75,887	\$75,887	\$75,887	\$75,887
Contract Maintenance	\$10,432	\$10,432	\$10,432	\$10,432	\$10,432	\$10,432	\$10,432	\$10,432	\$10,432	\$10,432	\$10,432	\$10,432
Total Allocated Indirect Costs including Depreciation and Interest	\$324,690	\$324,690	\$324,690	\$324,690	\$324,690	\$324,690	\$324,690	\$324,690	\$324,690	\$324,690	\$324,690	\$324,690
Total Allocated Indirect Depreciation Costs (Form 9)	\$2,505	\$2,505	\$2,505	\$2,505	\$2,505	\$2,505	\$2,505	\$2,505	\$2,505	\$2,505	\$2,505	\$2,505
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$2,046,633	\$2,046,633	\$2,046,633	\$2,046,633	\$2,046,633	\$2,046,633	\$2,046,633	\$2,046,633	\$2,046,633	\$2,046,633	\$2,046,633	\$2,046,633
Profit (Target Operating Ratio Below)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Proposed Costs before Pass-Through Cost Allocation	\$2,046,633	\$2,046,633	\$2,046,633	\$2,046,633	\$2,046,633	\$2,046,633	\$2,046,633	\$2,046,633	\$2,046,633	\$2,046,633	\$2,046,633	\$2,046,633
Contractor Pass-Through Costs	\$47,207	\$47,207	\$47,207	\$47,207	\$47,207	\$47,207	\$47,207	\$47,207	\$47,207	\$47,207	\$47,207	\$47,207
Interest Expense	\$52,262	\$52,262	\$52,262	\$52,262	\$52,262	\$52,262	\$52,262	\$52,262	\$52,262	\$52,262	\$52,262	\$52,262
Total Contractor Pass-Through Costs	\$99,469	\$99,469	\$99,469	\$99,469	\$99,469	\$99,469	\$99,469	\$99,469	\$99,469	\$99,469	\$99,469	\$99,469
TOTAL BASE CONTRACTOR'S COMPENSATION	\$2,146,102	\$2,146,102	\$2,146,102	\$2,146,102	\$2,146,102	\$2,146,102	\$2,146,102	\$2,146,102	\$2,146,102	\$2,146,102	\$2,146,102	\$2,146,102

Agency Facilities	Cost and Item Subject to Agency Allocation	100% of Item Subject to Agency Allocation	Current Agency Allocation	100% of Item Subject to Agency Allocation	Agency Allocation
Step 1: Invoiced Based Adjustments					
PV CIP-W-Wegert (2017 Limited as Example)	264,176	264,176	264,176	264,176	264,176
CY CIP-W-Wegert (2017 Limited as Example)	264,176	264,176	264,176	264,176	264,176
CFA-W-Wegert Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PV CIP-W-Michael (2017 Limited as Example)	477,815	477,815	477,815	477,815	477,815
CY CIP-W-Michael (2017 Limited as Example)	477,815	477,815	477,815	477,815	477,815
CFA-W-Michael Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PV CIP U-Mobility Pool (2017 Limited as Example)	209,252	209,252	209,252	209,252	209,252
CY CIP U-Mobility Pool (2017 Limited as Example)	209,252	209,252	209,252	209,252	209,252
CFA U-Mobility Pool Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PV CFA-17 (2017 Limited as Example)	269,963	269,963	269,963	269,963	269,963
CY CFA-17 (2017 Limited as Example)	269,963	269,963	269,963	269,963	269,963
CFA-17 Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Current Agency Allocation	100% of Item Subject to Agency Allocation	Agency Allocation	Agency Allocation
Annual Cost of Operations				
Direct Labor-Related Costs				
Wages for CIPs	\$25,317	\$278	\$2,632	\$2,632
Benefits for CIPs	\$11,025	\$130	\$1,200	\$1,200
Payroll Taxes	\$2,106	\$23	\$219	\$219
Workers Compensation Insurance	\$1,802	\$20	\$187	\$187
Total Direct Labor Related Costs	\$41,250	\$451	\$4,238	\$4,238
Direct Fuel Costs	\$1,228	\$16	\$143	\$143
Other Direct Costs	\$6,221	\$68	\$647	\$647
Depreciation - Collection Vehicles	\$13,256	\$146	\$1,378	\$1,378
Depreciation - Computers	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$13,256	\$146	\$1,378	\$1,378
Less:	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Items 9)				
General and Administrative (G&A) (for Agency Costs)	\$15,314	\$167	\$1,651	\$1,651
Overhead	\$6,239	\$69	\$649	\$649
Vehicle Maintenance	\$11,023	\$113	\$1,079	\$1,079
Operator Maintenance (using 10% for Operator Costs)	\$3,661	\$39	\$366	\$366
Total Allocated Indirect Costs including Depreciation and Interest	\$38,247	\$412	\$3,905	\$3,905
Total Allocated Indirect Depreciation Costs (Items 9)	\$432	\$5	\$45	\$45
Annual Implementation Cost Allocation (Items A)	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$121,685	\$1,340	\$12,783	\$12,783
Profit (before Operating Ratio below)	\$12,879	\$148	\$1,438	\$1,438
Total Operating Costs before Pass-Through Cost Allocation	\$134,564	\$1,488	\$14,221	\$14,221
Contractor Pass-Through Costs				
Unsettled Expenses	\$2,104	\$21	\$202	\$202
Total Contractor Pass-Through Costs	\$2,104	\$21	\$202	\$202
TOTAL BASE CONTRACTOR'S COMPENSATION	\$136,668	\$1,509	\$14,423	\$14,423

D. City of Redwood City Allocated Cost - Agency Facilities

	Step 2: Service Level Adjustments		Lifts	Lifts	Rush
	Lifts	Lifts			
2014	69,888	1,170	3,471	383	
2015	69,550	923	3,133	413	
2016	71,606	908	5,957	416	
Prior Year Rolling Three-Year Average	70,148	966	5,187	404	
2014	69,888	1,170	3,471	383	
2015	69,550	923	3,133	413	
2016	71,006	806	5,957	416	
Current Year Rolling Three-Year Average	70,148	966	5,187	404	
100% Service Level Adjustment Bonus	70,195	999	100,000	100,000	
15% Service Level Adjustment Buffer	106,051	100,000	106,000	106,000	

Agency Facilities	Current Bid Station	Current Bid Operations/Materials	Current Bid Serviceable Materials	Total Drop Box Services (All Materials)	Agency Facilities Total
Annual Cost of Operations					
Direct Labor-related Costs					
Wages for FTEs	\$24,317	\$278	\$2,632	\$9,626	\$28,853
Bonus for FTEs	\$1,255	\$130	\$1,320	\$4,500	\$7,105
Payroll Taxes	\$1,066	\$33	\$109	\$301	\$1,409
Variable Compensation (insurance)	\$1,804	\$20	\$182	\$686	\$2,692
Total Direct Labor-related Costs	\$41,442	\$451	\$4,263	\$15,533	\$61,690
Fixed/Fuel Costs	\$9,296	\$36	\$243	\$1,254	\$937
Other Fixed Costs	\$6,221	\$68	\$667	\$2,168	\$9,084
Depreciation - Collection Vehicles	\$13,216	\$16	\$176	\$5,033	\$18,431
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$13,216	\$146	\$1,376	\$5,033	\$19,771
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (includes Depreciation/Amortization (Item 9), Station and Administration (Item 10) for Agency)	\$35,314	\$397	\$3,641	\$13,189	\$52,541
Operations	\$2,218	\$59	\$649	\$2,172	\$5,008
Vehicle Maintenance	\$11,223	\$131	\$1,219	\$4,538	\$17,111
Contractor Maintenance (from bid to the Agency) (Item 11)	\$2,661	\$56	\$526	\$1,024	\$4,267
Total Allocated Indirect Costs (including Depreciation and Item 11)	\$29,437	\$642	\$6,075	\$22,219	\$48,373
Total Allocated Indirect Depreciation (Item 9)	\$432	\$3	\$46	\$164	\$645
Annual Implementation Cost (Item 10)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$122,686	\$1,340	\$12,759	\$46,648	\$183,433
Profit (Insert Operating Ratio below)	\$12,679	\$142	\$1,339	\$4,897	\$19,057
Total Operating Costs before Pass-Through Cost Allocation	\$135,365	\$1,482	\$14,098	\$51,545	\$202,490
Contractor Pass-Through Costs					
Income Expense	\$2,806	\$31	\$292	\$1,057	\$4,186
Total Contractor Pass-Through Costs	\$2,806	\$31	\$292	\$1,057	\$4,186
TOTAL BASE CONTRACTOR'S COMPENSATION	\$138,171	\$1,513	\$14,390	\$52,602	\$206,676

D. City of San Carlos Allocated Costs - SFD

Step 1: Include Based Adjustments

CPA-W-Reg (2017 Listed as Example)	264,176	264,176	264,176	264,176
CPA-W-Reg (2017 Listed as Example)	264,176	264,176	264,176	264,176
CPA-W-Reg Adjustment	100.0%	100.0%	100.0%	100.0%
CPA-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CPA-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CPA-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
CPA-U-Below Paid (2017 Listed as Example)	209,252	209,252	209,252	209,252
CPA-U-Below Paid (2017 Listed as Example)	209,252	209,252	209,252	209,252
CPA-U-Below Paid Adjustment	100.0%	100.0%	100.0%	100.0%
CPA-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CPA-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CPA-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Unit W/acc	Tempered Recoverable Materials	Original Materials (Including Mobilty)	Typical Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CPA	\$374,488	\$74,132	\$230,048	\$74,421	\$90,590
Overhead for CPA	\$154,523	\$12,174	\$104,015	\$41,104	\$43,023
Payroll Taxes	\$37,879	\$3,008	\$18,383	\$6,358	\$7,378
Workers Compensation Insurance	\$3,812	\$312	\$1,924	\$745	\$850
Total Direct Labor Related Costs	\$546,681	\$90,624	\$353,369	\$128,228	\$147,741
Direct Fuel Costs	\$35,415	\$3,882	\$3,379	\$3,611	\$10,497
Other Direct Costs	\$46,680	\$1,219	\$13,459	\$5,775	\$14,073
Depreciation - Collection Vehicles	\$52,809	\$1,208	\$47,762	\$1,208	\$157,248
Depreciation - Containers	\$25,902	\$3,093	\$26,940	\$0	\$77,445
Depreciation for Collection Equipment	\$76,761	\$7,991	\$76,612	\$3,338	\$214,692
Lease	\$0	\$0	\$0	\$0	\$0
Altogether Indirect Costs including Depreciation and Interest (Form 9)	\$161,062	\$187,688	\$167,258	\$6,217	\$322,015
General and Maintenance	\$11,205	\$3,049	\$3,191	\$1,268	\$88,703
Operations	\$32,813	\$60,798	\$31,013	\$1,423	\$188,441
Vehicle Maintenance	\$33,085	\$23,648	\$32,458	\$897	\$62,692
General Maintenance	\$374,866	\$292,891	\$186,510	\$10,817	\$859,078
Total Allocated Indirect Costs including Depreciation and Interest	\$1,800	\$2,115	\$1,915	\$78	\$6,017
Total Allocated Indirect Depreciation Cost (Form 9)	\$0	\$0	\$0	\$0	\$0
Annual Implementation Cost Amortization (Form A)	\$976,243	\$11,793	\$787,173	\$153,213	\$1,238,109
Total Annual Cost of Operations	\$1,024,808	\$95,709	\$854,551	\$164,853	\$396,972
Profit (Insert Operating Ratio below)	90.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$1,024,808	\$1,097,461	\$869,884	\$184,975	\$1,124,972
Contractor Pass-Through Costs	\$18,976	\$10,127	\$18,789	\$816	\$7,558
Interest Expense	\$18,328	\$18,322	\$18,782	\$816	\$27,653
Total Contractor Pass-Through Costs	\$1,052,112	\$1,025,916	\$897,455	\$186,607	\$1,159,283
TOTAL BASE CONTRACTOR'S COMPENSATION					

SEWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. City of San Carlos Allocated Costs - SEF

Step 2: Services Level Adjustments	
Accounts	Accounts
2014 \$,608	\$,608
2015 \$,615	\$,615
2016 \$,581	\$,581
Three Year Rolling Three-Year Average	\$,604
Accounts	Accounts
2014 \$,608	\$,608
2015 \$,615	\$,615
2016 \$,581	\$,581
Current Year Rolling Three-Year Average	\$,604
100% Services Level Adjustment Factor	100.00%
55% Services Level Adjustment Factor	100.00%

Single Family Dwelling	Single Year		Three Year Rolling		Single Family Dwelling	
	A	B	C	D	E	F
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$134,489	\$174,132	\$120,948	\$164,241	\$935,990	\$1,421,104
Benefits for CBAs	\$194,372	\$172,178	\$104,015	\$41,104	\$481,825	\$473,778
Payroll Taxes	\$27,829	\$18,808	\$18,383	\$6,348	\$53,278	\$53,278
Without Charge Items: Electric	\$22,833	\$18,531	\$18,243	\$6,445	\$64,548	\$64,548
Total Direct Labor-Related Costs	\$285,523	\$323,649	\$261,589	\$118,038	\$1,537,641	\$1,957,708
Direct Fuel Costs	\$55,413	\$18,892	\$29,579	\$1,611	\$107,497	\$145,023
Other Direct Costs	\$46,640	\$51,219	\$39,839	\$2,775	\$145,023	\$145,023
Depreciable - Collection Vehicles	\$52,839	\$31,398	\$47,762	\$3,328	\$157,248	\$177,645
Depreciable - Computers	\$23,802	\$24,693	\$28,849	\$0	\$77,645	\$77,645
Depreciable for Collection Equipment	\$76,761	\$77,591	\$76,612	\$3,328	\$234,692	\$234,692
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Item B)						
City and Administrative	\$161,062	\$167,468	\$167,258	\$6,217	\$502,055	\$502,055
Operations	\$31,299	\$34,949	\$31,191	\$1,108	\$98,793	\$98,793
Vehicle Maintenance	\$95,813	\$66,796	\$99,613	\$2,453	\$188,658	\$188,658
Contractor Maintenance	\$23,802	\$23,648	\$22,448	\$467	\$69,853	\$69,853
Total Allocated Indirect Costs including Depreciation and Interest	\$312,976	\$302,861	\$320,510	\$10,802	\$859,359	\$859,359
Total Allocated Indirect Costs (Item C)	\$1,880	\$2,115	\$1,935	\$78	\$5,017	\$5,017
Annual Implementation Cost Assumptions (Item A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$601,523	\$628,624	\$590,032	\$131,923	\$2,402,100	\$2,822,100
Profit (Insert Operating Ratio below)	\$192,498	\$88,709	\$84,611	\$16,653	\$396,871	\$396,871
Total Proposed Costs Before Pass-Through Cost Allocation	\$794,021	\$717,333	\$674,643	\$148,576	\$2,798,971	\$3,218,971
Contractor Pass-Through Costs						
Interest Expense	\$18,266	\$10,127	\$18,789	\$816	\$97,458	\$97,458
Total Contractor Pass-Through Costs	\$18,266	\$10,127	\$18,789	\$816	\$97,458	\$97,458
TOTAL BASE CONTRACTOR'S COMPENSATION	\$812,287	\$727,460	\$693,432	\$149,392	\$2,896,429	\$3,316,429

SBWMA COLLECTION AGREEMENT
 D. City of San Carlos Allocated Costs - MFD & Commercial

Proposed Compensation 2021

Statistics Used for Year 2021 Cost Allocation Only	2020	2021	Total
City of Accounts	1,152	1,164	2,316
SBWMA Accounts	10,332	10,210	20,542
Govt of Accounts %	11.7%	11.4%	11.7%
City Total Hours Labor hours year	4,003.38	2,856.61	6,860.00
SBWMA Total Hours Labor hours year	47,871.85	27,111.92	74,983.77
City Total Hours Labor hours year %	8.4%	10.3%	9.4%
City Total Hours Labor hours year	2,775.42	2,677.25	5,452.67
SBWMA Total Hours Labor hours year	31,307.08	25,244.12	56,551.20
City of Total Hours Labor hours year %	4.9%	10.6%	7.7%
City Total Cost (includes in City)	1,590	1,888	3,478
SBWMA Total Cost (includes in City)	17,238	19,703	36,941
City Total Cost (includes in City) %	8.2%	9.8%	9.3%

MFD & Commercial	Cost and Fee Shareable Materials	Cost and Fee Materials (Including Building Costs)	Total Prop. Serv. (All Materials)	Two Op-Call Collection Items	MFD & Commercial Total
Annual Cost of Operations					
Diesel Labor/Standby Costs	\$423,016	\$84,117	\$52,102	\$12,118	\$79,238
Wages for City	\$302,656	\$26,474	\$48,500	\$6,018	\$379,477
Bonus for City	\$15,261	\$1,718	\$2,089	\$1,023	\$63,101
Payroll Taxes	\$30,281	\$1,172	\$3,594	\$828	\$58,112
Workshop Expenses on Inmate	\$693,314	\$341,234	\$12,582	\$30,279	\$1,216,260
Total Diesel Labor/Standby Costs	\$423,016	\$84,117	\$52,102	\$12,118	\$79,238
Diesel Fuel Costs	\$58,169	\$15,526	\$4,337	\$1,404	\$114,015
Other Diesel Costs	\$32,074	\$10,896	\$3,882	\$1,275	\$110,541
Depreciation - Vehicles	\$11,120	\$8,130	\$3	\$318	\$20,222
Depreciation - Vehicles	\$64,102	\$20,045	\$3,820	\$1,994	\$138,964
Lease	\$3	\$3	\$3	\$3	\$3
Allocated Indirect Costs including Depreciation and Interest (Form 9)	\$104,016	\$14,978	\$13,560	\$2,556	\$131,010
General and Administrative	\$17,011	\$2,521	\$6,024	\$301	\$25,842
Operational	\$57,513	\$53,994	\$11,514	\$306	\$140,173
Vehicle Maintenance	\$12,451	\$1,710	\$2,221	\$107	\$26,521
City of Accounts	\$166,897	\$112,775	\$40,832	\$4,441	\$524,851
Total Allocated Indirect Costs including Depreciation and Interest	\$197,527	\$147,273	\$54,332	\$37	\$399,169
Total Allocated Indirect Costs Depreciation (Form 9)	\$3	\$3	\$3	\$3	\$3
Annual Implementation Cost Assurances (Form A)	\$1,871,549	\$390,559	\$174,012	\$28,528	\$2,364,648
Total Annual Cost of Operations	\$1,871,549	\$390,559	\$174,012	\$28,528	\$2,364,648
Profit (Insert Operating Ratio below)	94.5%				\$229,671
Total Proposed Costs before Pass-Through Cost Allocation	\$1,136,403	\$431,547	\$211,560	\$35,028	\$2,414,538
Contractor Pass-Through Costs	\$20,746	\$9,076	\$1,249	\$516	\$31,587
Total Contractor Pass-Through Costs	\$20,746	\$9,076	\$1,249	\$516	\$31,587
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,157,149	\$440,623	\$212,809	\$35,544	\$2,446,125

Service Level Statistics Used for Future Service Level Cost Allocations	2014	2015	2016	Rolling Three-Year Average
Libs	107,900	108,615	107,419	107,978
Libs	123,617	128,297	131,092	127,669
Libs	11,128	14,586	18,109	14,608
Hours	326	370	369	355

D. City of San Carlos Allocated Costs - MFD & Commercial

Step 1: Index Based Adjustments

CP-W-Wages 2017 Listed as Example	264,176	264,176	264,176	264,176	264,176	264,176
CY CP-W-Wages 2017 Listed as Example	264,176	264,176	264,176	264,176	264,176	264,176
CP-W-Vacation Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
CP-W-Medical 2017 (Used as Example)	477,815	477,815	477,815	477,815	477,815	477,815
CY CP-W-Medical 2017 Listed as Example	477,815	477,815	477,815	477,815	477,815	477,815
CP-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
CP-L-Motor Fuel 2017 Listed as Example	209,252	209,252	209,252	209,252	209,252	209,252
CY CP-L-Motor Fuel 2017 Listed as Example	209,252	209,252	209,252	209,252	209,252	209,252
CP-L-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
CP-D 2017 Listed as Example	269,941	269,941	269,941	269,941	269,941	269,941
CY CP-D 2017 Listed as Example	269,941	269,941	269,941	269,941	269,941	269,941
CP-D Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

	Car and Bus Wash	C. w. and Bus Washable Materials	Car and Bus Washable Materials (Monthly Fee)	Total Daily Fee (Monthly Fee)	Total Daily Fee (Monthly Fee)	Total (Use of all Contribution From)	MFD & Commercial Total
Annual Cost of Operations							
Direct Labor-Related Cost							
Wages for CBAs	\$423,016	\$372,051	\$14,117	\$53,105	\$12,318	\$12,318	\$798,988
Benefits for CBAs	\$205,696	\$55,483	\$76,474	\$5,090	\$6,028	\$6,028	\$339,672
Payroll Taxes	\$32,141	\$17,718	\$6,599	\$2,018	\$1,024	\$1,024	\$62,101
Weld-Off Compensation Insurance	\$30,281	\$3,122	\$5,084	\$1,218	\$878	\$878	\$64,113
Total Direct Labor Related Costs	\$663,214	\$441,254	\$13,382	\$13,883	\$20,279	\$20,279	\$1,216,088
Direct Fuel Costs	\$42,989	\$1,676	\$1,129	\$2,417	\$1,240	\$1,240	\$79,371
Other Direct Costs	\$39,165	\$3,894	\$1,331	\$4,387	\$1,844	\$1,844	\$114,015
Depreciation - Collection Vehicles	\$52,874	\$3,237	\$19,896	\$1,890	\$1,275	\$1,275	\$116,341
Depreciation - Computers	\$11,129	\$8,725	\$1,150	\$0	\$318	\$318	\$28,522
Depreciation for Collection Equipment	\$64,102	\$1,263	\$38,045	\$3,860	\$1,594	\$1,594	\$128,864
Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From B)							
General and Administrative	\$104,916	\$13,265	\$14,476	\$1,562	\$2,356	\$2,356	\$371,015
Depreciation	\$77,011	\$1,134	\$2,251	\$6,024	\$321	\$321	\$73,342
Vehicle Insurance	\$31,212	\$61,157	\$3,994	\$1,514	\$996	\$996	\$146,175
Contract Maintenance	\$12,438	\$13,710	\$1,054	\$7,331	\$3,67	\$3,67	\$30,321
Total Allocated Indirect Costs including Depreciation and Interest	\$166,897	\$18,986	\$32,775	\$6,882	\$6,441	\$6,441	\$84,851
Total Allocated Indirect Costs (From 9)	\$1,072	\$1,123	\$1,472	\$433	\$32	\$32	\$4,332
Annual Implementation Car Association (From A)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,687,540	\$820,233	\$390,559	\$118,012	\$59,528	\$59,528	\$2,187,915
Profit (Insert Operating Ratio below)	\$187,863	\$64,165	\$49,977	\$1,548	\$3,490	\$3,490	\$228,671
90.5%							
Total Proposed Costs before Pass-Through Car Allocation	\$1,131,403	\$596,448	\$431,417	\$121,568	\$33,728	\$33,728	\$2,417,586
Contractor Pass-Through Costs	\$20,246	\$13,184	\$9,976	\$1,249	\$516	\$516	\$44,941
Total Contractor Pass-Through Costs	\$18,746	\$13,364	\$9,926	\$1,249	\$516	\$516	\$44,941
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,150,149	\$609,812	\$441,343	\$122,817	\$34,244	\$34,244	\$2,462,527

D. City of San Carlos Allocated Costs - MFD & Commercial

	2014		2015		2016		Prior Year Rolling Three-Year Average	2014	2015	2016	Current Year Rolling Three-Year Average	100% Service Level Adjustment Factor	15% Service Level Adjustment Factor
	Liab	Liab	Liab	Liab	Liab	Liab							
Deep Discount Level Adjustments													
2014	107,900	133,917	111,278	111,278	326								
2015	108,615	138,107	14,206	14,206	370								
2016	107,419	131,662	18,100	18,100	369								
	107,978	127,689	14,608	14,608	353								
	Liab	Liab	Liab	Liab	Head								
2014	107,900	123,617	11,128	11,128	326								
2015	108,615	128,297	14,386	14,386	370								
2016	107,419	121,662	16,100	16,100	369								
	107,978	127,689	14,608	14,608	353								
100% Service Level Adjustment Factor	107,978	127,689	14,608	14,608	353								
15% Service Level Adjustment Factor	206,875	260,978	28,692	28,692	701,075								

	Current Year Budget		City and San Carlos Allocated (including liability) Total		Total Direct Costs (All Items)		Tax or Call Collection Items		MFD & Commercial Total	
	Liab	Liab	Liab	Liab	Liab	Liab	Liab	Liab	Liab	Liab
MFD & Commercial										
Annual Cost of Operations										
Direct Labor-Related Costs										
Wages for CBAs	\$423,016	\$212,931	\$94,117	\$23,105	\$79,012	\$739,206	\$12,318			
Benefits for CBAs	\$202,656	\$95,383	\$26,474	\$9,990	\$8,484	\$339,672	\$6,098			
Payroll Taxes	\$33,361	\$17,718	\$6,999	\$2,809	\$2,289	\$40,191	\$728			
Workers' Compensation Insurance	\$29,381	\$15,172	\$5,984	\$2,383	\$1,783	\$35,113	\$637			
Total Direct Labor-Related Costs	\$693,314	\$341,204	\$132,582	\$37,885	\$27,885	\$716,383	\$20,379			
Other Direct Costs	\$42,989	\$21,676	\$11,150	\$7,617	\$5,847	\$59,571	\$1,340			
Gas Direct Costs	\$29,165	\$14,854	\$7,426	\$4,387	\$3,144	\$34,593	\$784			
Depreciation - Collection Vehicles	\$24,094	\$12,437	\$6,996	\$3,860	\$2,715	\$27,811	\$610			
Depreciation - Computers	\$11,128	\$6,725	\$3,150	\$1,110	\$780	\$13,933	\$310			
Depreciation for Collection Equipment	\$94,602	\$47,901	\$23,045	\$8,860	\$6,340	\$118,586	\$2,594			
Loss	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Allocated Indirect Costs including Depreciation and Interest (From D)										
Salaries and Administration	\$104,916	\$132,505	\$114,476	\$15,502	\$11,476	\$171,015	\$2,556			
Operations	\$17,011	\$21,324	\$20,451	\$5,014	\$3,514	\$23,965	\$321			
Vehicle Maintenance	\$23,512	\$41,157	\$51,904	\$11,514	\$7,771	\$59,675	\$996			
Consumer Meetings	\$12,058	\$13,710	\$16,054	\$3,771	\$2,771	\$20,825	\$287			
Total Allocated Indirect Costs including Depreciation and Interest	\$157,497	\$198,996	\$212,775	\$36,802	\$26,832	\$234,271	\$4,441			
Total Allocated Indirect Depreciation Costs (From E)	\$1,072	\$1,323	\$1,473	\$463	\$332	\$1,805	\$52			
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Total Annual Cost of Operations	\$1,027,540	\$630,218	\$399,650	\$110,612	\$79,528	\$1,187,915	\$29,528			
Profit (Insert Operating Ratio below)	\$107,863	\$64,163	\$46,897	\$15,546	\$11,546	\$129,409	\$3,180			
91.5%										
Total Projected Costs before Pass-Through Cost Allocation	\$1,135,403	\$694,381	\$446,547	\$126,158	\$91,074	\$1,317,324	\$32,708			
Contractor Pass-Through Costs	\$20,796	\$13,354	\$9,976	\$1,248	\$896	\$24,041	\$516			
Interest Expense	\$20,746	\$13,324	\$9,926	\$1,238	\$886	\$23,991	\$506			
Total Contractor Pass-Through Costs	\$41,542	\$26,678	\$19,902	\$2,486	\$1,882	\$47,992	\$1,022			
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,176,945	\$721,059	\$466,449	\$128,644	\$92,956	\$1,365,316	\$33,730			

BWMA COLLECTION AGREEMENT
By City of San Carlos Allocated Costs - Agency Facilities
 Proposed Compensation 2023

Agency Facilities	2021	2022	2023	Totals
City of San Carlos	14,164	11,544	8,588	34,300
City of San Carlos (Accounts & Yards) (10)	262,877	65,009	94,580	452,466
City of San Carlos (Labor)	3%	7.7%	9.1%	10.1%
City of San Carlos (Labor)	317.13	63.19	183.57	563.89
City of San Carlos (Labor)	4,705.39	993.06	5,935.45	11,633.90
City of San Carlos (Labor)	6.7%	16.1%	17.7%	18.2%
City of San Carlos (Labor)	161.87	156.03	722.68	1,040.58
City of San Carlos (Labor)	2,299.51	339.37	5,935.45	8,574.33
City of San Carlos (Labor)	8.0%	26.0%	27.2%	27.7%
City of San Carlos (Labor)	35	73	8,619	8,727
City of San Carlos (Labor)	840	256	96,806	97,892
City of San Carlos (Labor)	44%	22%	23%	29%

Agency Facilities	2021	2022	2023	Totals
Annual Cost of Operations				
Direct Laborated Costs				
Wages & CPA	\$10,246	\$1,163	\$1,187	\$12,600
Benefits for Cities	\$4,750	\$1,414	\$1,294	\$7,458
Profit Fees	\$852	\$490	\$399	\$1,741
Various Compensation Items	\$720	\$102	\$82	\$904
Total Direct Labor Costs	\$16,618	\$3,169	\$2,862	\$22,649
Direct Fuel Costs	\$1,274	\$642	\$151	\$2,067
Other Direct Costs	\$1,404	\$1,211	\$284	\$2,900
Depreciation - Collection Vehicles	\$3,228	\$1,042	\$892	\$5,162
Depreciation - Collection	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$3,328	\$2,554	\$682	\$6,564
Lease	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)	\$10,775	\$2,400	\$1,294	\$14,469
General and Administrative (Using 10% of Agency Cost)	\$2,678	\$1,234	\$263	\$4,175
Operations	\$4,641	\$2,339	\$206	\$7,186
Vehicle Maintenance	\$1,549	\$780	\$184	\$2,513
Contractor Materials (From 10% of Agency Cost)	\$1,549	\$780	\$184	\$2,513
Total Allocated Indirect Costs including Depreciation and Interest	\$19,167	\$7,777	\$3,211	\$20,155
Total Allocated Indirect Depreciation Costs (From 9)	\$171	\$86	\$16	\$273
Annual Implementation Cost Assurances (From A)	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$46,688	\$22,770	\$8,438	\$77,896
Profit (Insert Operating Ratio below)	\$4,733	\$2,365	\$57	\$7,155
Total Operating Costs before Pass-Through Cost Allocation	\$51,421	\$25,135	\$8,495	\$85,051
Contractor Pass-Through Costs	\$1,108	\$321	\$308	\$1,737
Interest Expense	\$1,108	\$321	\$308	\$1,737
Total Contractor Pass-Through Costs	\$2,216	\$642	\$616	\$3,474
TOTAL BASE CONTRACTOR'S COMPENSATION	\$53,637	\$31,777	\$9,111	\$94,525

Service Level Statistics Used for Future Service Level Cost Adjustments	2014	2015	2016	Rolling Three-Year Average
Lifts	11,709	11,698	14,144	12,850
Tolls	1,386	1,386	1,386	1,386
Hours	10,666	10,769	11,544	10,986
Days	147	175	183	168

Step 2: Intra-Budget Adjustments

FF CFAW Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CY CFAW Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CY W-Admin Adjustment	100,000	100,000	100,000	100,000
FF CFAW Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CY CFAW Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CFAW Medical Adjustment	100,000	100,000	100,000	100,000
FF FFA-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CY FFA-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
FF FFA-Motor Fuel Adjustment	100,000	100,000	100,000	100,000
FF FFAU (2017 Listed as Example)	269,983	269,983	269,983	269,983
CY FFAU (2017 Listed as Example)	269,983	269,983	269,983	269,983
CY FFAU Adjustment	100,000	100,000	100,000	100,000

Agency Facilities	Cost and Bldg. Ware	Cost and Bldg. Schd.	Cost and Bldg. Org. Materials	Cost and Bldg. Materials	Total Agency Services (Full Measure)	Venue and Events	Agency Facilities Total
	K	L	M	N	O	P	Q
Annual Cost of Operations							
Diesel Labor-Related Costs	\$10,246		\$2,542		\$4,899		\$1,187
Wages for CDAs	\$4,709		\$934		\$2,718		\$555
Benefits for CDAs	\$532		\$170		\$491		\$99
Personal Taxes	\$720		\$145		\$428		\$81
Workday Compensation Revenues	\$16,618		\$3,311		\$9,374		\$1,923
Total Diesel Labor-Related Costs	\$1,274		\$254		\$734		\$151
Other Diesel Costs	\$2,464		\$479		\$1,364		\$284
Depreciation - Collection Vehicles	\$5,218		\$1,042		\$2,654		\$492
Depreciation - Containers	\$0		\$0		\$0		\$0
Depreciation for Collection Equipment	\$5,218		\$1,042		\$2,654		\$492
Lease	\$0		\$0		\$0		\$0
Allocated Indirect Costs including Depreciation and Interest (Item 9)	\$10,775		\$2,147		\$5,800		\$1,284
Overhead and Administrative (Item 10 for Agency Costs)	\$2,628		\$464		\$1,224		\$256
Operations	\$4,641		\$925		\$2,639		\$566
Vehicle Maintenance (Item 11 for Agency Costs)	\$1,549		\$309		\$892		\$186
Total Allocated Indirect Costs including Depreciation and Interest	\$19,303		\$3,864		\$9,772		\$2,231
Total Annual Indirect Depreciation Costs (Item 9)	\$171		\$34		\$86		\$16
Annual Implementation Cost Amortization (Item A)	\$0		\$0		\$0		\$0
Total Annual Cost of Operations	\$46,088		\$8,984		\$22,720		\$4,118
Profit (Asset Operating Ratio below)	\$4,733		\$943		\$2,385		\$477
Total Operating Costs before Pass-Through Cost Allocation	\$49,821		\$9,927		\$25,105		\$4,595
Contractor Pass-Through Costs	\$1,108		\$221		\$538		\$104
Total Contractor Pass-Through Costs	\$1,108		\$221		\$538		\$104
TOTAL BASE CONTRACTOR'S COMPENSATION	\$50,929		\$10,148		\$25,643		\$4,699

D. City of San Carlos Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments			
Year	Libs	Libs	Result
2014	11,920	7,866	10,868
2015	11,648	1,508	10,964
2016	14,144	3,120	11,544
Three-Year Rolling Three-Year Average	12,697	2,871	11,629
2014	11,200	1,866	10,868
2015	11,496	1,508	10,794
2016	14,144	3,120	11,544
Current Year Rolling Three-Year Average	12,697	2,871	11,629
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%
15% for Use Level Adjustment Factor	115.0%	115.0%	115.0%

Agency/Facilities	Cost and Base Value		Cost and Base Original Proposal		Cost and Base Micro-Bid		Total (Over/Under)		Agency Facilities Total
	M	F	G	H	I	J	K	L	
Annual Cost of Operations									
Direct Labor-Related Costs									
Wages for CBAs	\$10,246	\$2,042	\$2,042	\$5,163	\$5,163	\$5,163	\$1,187	\$6,350	\$6,350
Benefits for CBAs	\$4,796	\$954	\$954	\$2,414	\$2,414	\$2,414	\$535	\$2,949	\$2,949
Payroll Taxes	\$923	\$179	\$179	\$420	\$420	\$420	\$93	\$513	\$513
Work-Cost Compensation Insurance	\$200	\$40	\$40	\$100	\$100	\$100	\$22	\$122	\$122
Total Direct Labor-Related Costs	\$16,165	\$3,315	\$3,315	\$8,107	\$8,107	\$8,107	\$1,837	\$9,944	\$9,944
Direct Fuel Costs	\$1,274	\$254	\$254	\$662	\$662	\$662	\$145	\$807	\$807
Other Direct Costs	\$2,404	\$479	\$479	\$1,211	\$1,211	\$1,211	\$264	\$1,475	\$1,475
Depreciation - Collection Vehicles	\$5,528	\$1,042	\$1,042	\$2,654	\$2,654	\$2,654	\$592	\$3,246	\$3,246
Depreciation - Computers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$5,228	\$1,042	\$1,042	\$2,654	\$2,654	\$2,654	\$592	\$3,246	\$3,246
Less:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Interest (From 5) Grants) and Administration (Using 15% for Agency Costs)	\$12,775	\$2,467	\$2,467	\$6,280	\$6,280	\$6,280	\$1,294	\$7,574	\$7,574
Operations	\$2,428	\$468	\$468	\$1,224	\$1,224	\$1,224	\$255	\$1,479	\$1,479
Vehicle Maintenance	\$4,441	\$833	\$833	\$2,139	\$2,139	\$2,139	\$439	\$2,578	\$2,578
(Winter Maintenance Using 15% for Agency Costs)	\$1,540	\$299	\$299	\$760	\$760	\$760	\$156	\$916	\$916
Total Allocated Indirect Costs (excluding Depreciation and Interest)	\$19,393	\$3,664	\$3,664	\$9,722	\$9,722	\$9,722	\$1,945	\$11,667	\$11,667
Total Allocated Indirect Depreciation Costs (From 5)	\$171	\$34	\$34	\$86	\$86	\$86	\$18	\$104	\$104
Annual Implementation Cost (Amortization (From 1))	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$46,098	\$8,994	\$8,994	\$23,270	\$23,270	\$23,270	\$4,818	\$28,088	\$28,088
Profit (Insert Operating Ratio below)	\$4,735	\$943	\$943	\$2,385	\$2,385	\$2,385	\$515	\$2,900	\$2,900
Total Operating Costs before Pass-Through Cost Allocation	\$49,833	\$9,937	\$9,937	\$25,655	\$25,655	\$25,655	\$5,333	\$30,988	\$30,988
Contractor Pass-Through Costs									
Interest Expense	\$1,000	\$200	\$200	\$500	\$500	\$500	\$100	\$600	\$600
Total Contractor Pass-Through Costs	\$1,000	\$200	\$200	\$500	\$500	\$500	\$100	\$600	\$600
TOTAL BASE CONTRACTOR'S COMPENSATION	\$50,833	\$10,137	\$10,137	\$30,655	\$30,655	\$30,655	\$5,433	\$36,088	\$36,088

SEWMA COLLECTION AGREEMENT

Proposed Compensation 2021

D. City of San Mateo Allocated Costs - SFD

Statistics Used for Year 2021 Cost Allocation Only	2019	2020	2021	Total
City # of accounts	20,438	20,398	19,651	20,498
SEWMA # of accounts	94,580	94,372	90,725	279,277
City # of accounts %	21.6%	21.6%	21.7%	21.6%
City Total Peak Labor hours - cost	9,831,477	8,126,644	6,986,111	24,944,232
SEWMA Total Peak Labor hours cost	46,232,145	42,156,200	39,114,412	127,502,757
City Total Peak Labor hours cost %	21.2%	19.3%	17.9%	20.0%
City # of total hours/year	9,245,538	7,513,744	6,166,938	22,926,220
SEWMA # of total hours/year	42,847,819	38,380,004	34,949,116	116,176,959
City Total Hours Labor hours cost %	21.6%	19.6%	17.6%	20.0%
City Total Customers in Service	20,742	20,627	20,125	61,494
SEWMA Total Customers in Service	96,806	96,244	92,941	285,991
City Total Customers in Service %	21.4%	21.4%	21.6%	21.5%

Single Family Dwelling	Single Family Dwelling	Single Family Dwelling	Single Family Dwelling	Single Family Dwelling
	A	B	C	D
Annual Cost of Operations				
Direct Labor-related Costs				
Wages for CBVs	\$524,077	\$483,681	\$465,722	\$2,148,923
Benefits for CBVs	\$380,919	\$359,093	\$328,662	\$1,025,980
Benefits for CMVs	\$65,363	\$63,036	\$46,411	\$178,804
Payroll Taxes	\$33,218	\$32,488	\$23,682	\$132,981
Workers Compensation Insurance	\$1,332,074	\$991,125	\$789,401	\$3,104,606
For all Direct Labor Related Costs	\$888,139	\$801,998	\$683,237	\$2,422,279
Direct Fuel Costs	\$116,625	\$107,869	\$101,804	\$333,485
Other Direct Costs	\$131,834	\$122,348	\$99,068	\$355,255
Depreciation - vehicles	\$57,529	\$59,254	\$46,835	\$183,619
Depreciation - equipment	\$189,356	\$171,502	\$169,303	\$556,656
Lease	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From E)	\$181,501	\$168,993	\$159,411	\$1,188,961
General and Administrative	\$78,023	\$73,602	\$64,693	\$228,184
Operations	\$149,176	\$149,676	\$123,668	\$422,520
Vehicle Maintenance	\$5,101	\$5,715	\$3,052	\$13,873
Unallocated Indirect Costs including Depreciation and Interest	\$665,150	\$689,419	\$659,203	\$1,977,098
Total Allocated Indirect Costs (From F)	\$4,712	\$4,654	\$4,014	\$17,413
Annual Implementation Cost - Amortization (From G)	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$2,395,946	\$2,226,779	\$1,733,277	\$6,617,799
Profit (Insert Operating Ratio Below)	\$291,566	\$122,933	\$183,941	\$684,688
Total Proposed Costs before Pass-Through Cost Allocation	\$2,687,512	\$2,349,712	\$1,917,218	\$7,302,487
Contractor Pass-Through Costs	\$44,409	\$42,641	\$40,687	\$131,460
License Expense	\$65,438	\$62,981	\$50,687	\$214,602
Total Contractor Pass-Through Costs	\$109,847	\$105,622	\$91,374	\$346,062
TOTAL BASE CONTRACTOR'S COMPENSATION				
	\$2,797,359	\$2,455,334	\$2,008,592	\$7,648,549

Service Level Metrics Used for Future Service Level Cost Adjustments	Accounts	Accounts
2014	20,120	20,120
2015	20,306	20,306
2016	20,438	20,438
Rolling Three-Year Average	20,288	20,288

D. City of San Mateo Allocated Costs - SFD

Step 1: Indirect General Adjustments

PP CFA-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CY CFA-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CY CFA-W-Wages Administrative	100,000	100,000	100,000	100,000
PP CFA-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CY CFA-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CY CFA-W-Medical Adjustments	100,000	100,000	100,000	100,000
PP CFA-U-Health Fund (2017 Listed as Example)	209,252	209,252	209,252	209,252
CY CFA-U-Health Fund (2017 Listed as Example)	209,252	209,252	209,252	209,252
CY CFA-U-Health Fund Adjustments	100,000	100,000	100,000	100,000
PP CFA-L (2017 Listed as Example)	269,983	269,983	269,983	269,983
CY CFA-L (2017 Listed as Example)	269,983	269,983	269,983	269,983
CY CFA-L Adjustments	100,000	100,000	100,000	100,000

Annual Cost of Operations	2021 Year			Single Family Dwelling Diverging Total
	A	B	C	
Direct Labor-related Costs				
Wages for CFA	\$524,077	\$505,681	\$485,722	\$21,523
Medical & CFA	\$130,719	\$201,972	\$228,662	\$174,527
Health Plans	\$98,569	\$131,816	\$46,412	\$176,524
Workers Compensation, Disability	\$28,213	\$33,154	\$24,035	\$15,581
Total Direct Labor Related-Costs	\$1,151,074	\$999,125	\$799,401	\$391,808
Other Direct Costs	\$82,229	\$81,855	\$61,332	\$10,940
Other Direct Costs	\$114,325	\$107,869	\$81,804	\$17,497
Depreciation - Collection Vehicles	\$131,836	\$112,248	\$99,088	\$10,863
Depreciation - Computers	\$27,200	\$24,254	\$20,825	\$3,525
Depreciation for Collection Equipment	\$199,156	\$171,803	\$165,503	\$18,611
Lease	\$0	\$0	\$0	\$0
Allocated Indirect Costs on Staffing, Depreciation and Interest (Item #)	\$382,301	\$354,377	\$339,421	\$18,626
General and Administrative	\$71,083	\$71,695	\$64,695	\$1,691
Utilities	\$149,178	\$149,676	\$129,648	\$7,342
Contractor Members	\$24,017	\$15,945	\$15,029	\$2,297
Total Allocated Indirect Costs including Depreciation and Interest	\$465,181	\$429,419	\$402,383	\$21,726
Total Allocated Indirect Depreciation Costs (Item #)	\$4,712	\$4,484	\$4,014	\$325
Annual Implementation Cost Association (Item #)	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$2,138,846	\$2,024,196	\$1,772,277	\$463,299
Profit (Insert Operating Ratio Below)	\$251,598	\$212,703	\$181,741	\$48,633
Total Proposed Costs before Pass-Through Cost Allocation	\$2,390,444	\$2,236,899	\$1,954,018	\$511,932
Contractor Pass-Through Costs	\$46,439	\$42,211	\$46,587	\$2,477
Interest Expense	\$42,439	\$42,211	\$46,587	\$2,477
Total Contractor Pass-Through Costs	\$88,878	\$84,422	\$93,174	\$4,954
TOTAL BASE CONTRACTOR'S COMPENSATION	\$2,479,322	\$2,321,321	\$2,047,192	\$516,886

D. City of San Mateo Allocated Costs - SEE

Step 2: Service Level Adjustments

Accounts	2014	2015	2016	Three-Year Average	Accounts	2014	2015	2016	Three-Year Average
20120	20,120	20,120	20,120	20,120	20120	20,120	20,120	20,120	20,120
20130	20,130	20,130	20,130	20,130	20130	20,130	20,130	20,130	20,130
20140	20,140	20,140	20,140	20,140	20140	20,140	20,140	20,140	20,140
20150	20,150	20,150	20,150	20,150	20150	20,150	20,150	20,150	20,150
20160	20,160	20,160	20,160	20,160	20160	20,160	20,160	20,160	20,160
20170	20,170	20,170	20,170	20,170	20170	20,170	20,170	20,170	20,170
20180	20,180	20,180	20,180	20,180	20180	20,180	20,180	20,180	20,180
20190	20,190	20,190	20,190	20,190	20190	20,190	20,190	20,190	20,190
20200	20,200	20,200	20,200	20,200	20200	20,200	20,200	20,200	20,200
20210	20,210	20,210	20,210	20,210	20210	20,210	20,210	20,210	20,210
20220	20,220	20,220	20,220	20,220	20220	20,220	20,220	20,220	20,220
20230	20,230	20,230	20,230	20,230	20230	20,230	20,230	20,230	20,230
20240	20,240	20,240	20,240	20,240	20240	20,240	20,240	20,240	20,240
20250	20,250	20,250	20,250	20,250	20250	20,250	20,250	20,250	20,250
20260	20,260	20,260	20,260	20,260	20260	20,260	20,260	20,260	20,260
20270	20,270	20,270	20,270	20,270	20270	20,270	20,270	20,270	20,270
20280	20,280	20,280	20,280	20,280	20280	20,280	20,280	20,280	20,280
20290	20,290	20,290	20,290	20,290	20290	20,290	20,290	20,290	20,290
20300	20,300	20,300	20,300	20,300	20300	20,300	20,300	20,300	20,300
20310	20,310	20,310	20,310	20,310	20310	20,310	20,310	20,310	20,310
20320	20,320	20,320	20,320	20,320	20320	20,320	20,320	20,320	20,320
20330	20,330	20,330	20,330	20,330	20330	20,330	20,330	20,330	20,330
20340	20,340	20,340	20,340	20,340	20340	20,340	20,340	20,340	20,340
20350	20,350	20,350	20,350	20,350	20350	20,350	20,350	20,350	20,350
20360	20,360	20,360	20,360	20,360	20360	20,360	20,360	20,360	20,360
20370	20,370	20,370	20,370	20,370	20370	20,370	20,370	20,370	20,370
20380	20,380	20,380	20,380	20,380	20380	20,380	20,380	20,380	20,380
20390	20,390	20,390	20,390	20,390	20390	20,390	20,390	20,390	20,390
20400	20,400	20,400	20,400	20,400	20400	20,400	20,400	20,400	20,400
20410	20,410	20,410	20,410	20,410	20410	20,410	20,410	20,410	20,410
20420	20,420	20,420	20,420	20,420	20420	20,420	20,420	20,420	20,420
20430	20,430	20,430	20,430	20,430	20430	20,430	20,430	20,430	20,430
20440	20,440	20,440	20,440	20,440	20440	20,440	20,440	20,440	20,440
20450	20,450	20,450	20,450	20,450	20450	20,450	20,450	20,450	20,450
20460	20,460	20,460	20,460	20,460	20460	20,460	20,460	20,460	20,460
20470	20,470	20,470	20,470	20,470	20470	20,470	20,470	20,470	20,470
20480	20,480	20,480	20,480	20,480	20480	20,480	20,480	20,480	20,480
20490	20,490	20,490	20,490	20,490	20490	20,490	20,490	20,490	20,490
20500	20,500	20,500	20,500	20,500	20500	20,500	20,500	20,500	20,500
20510	20,510	20,510	20,510	20,510	20510	20,510	20,510	20,510	20,510
20520	20,520	20,520	20,520	20,520	20520	20,520	20,520	20,520	20,520
20530	20,530	20,530	20,530	20,530	20530	20,530	20,530	20,530	20,530
20540	20,540	20,540	20,540	20,540	20540	20,540	20,540	20,540	20,540
20550	20,550	20,550	20,550	20,550	20550	20,550	20,550	20,550	20,550
20560	20,560	20,560	20,560	20,560	20560	20,560	20,560	20,560	20,560
20570	20,570	20,570	20,570	20,570	20570	20,570	20,570	20,570	20,570
20580	20,580	20,580	20,580	20,580	20580	20,580	20,580	20,580	20,580
20590	20,590	20,590	20,590	20,590	20590	20,590	20,590	20,590	20,590
20600	20,600	20,600	20,600	20,600	20600	20,600	20,600	20,600	20,600
20610	20,610	20,610	20,610	20,610	20610	20,610	20,610	20,610	20,610
20620	20,620	20,620	20,620	20,620	20620	20,620	20,620	20,620	20,620
20630	20,630	20,630	20,630	20,630	20630	20,630	20,630	20,630	20,630
20640	20,640	20,640	20,640	20,640	20640	20,640	20,640	20,640	20,640
20650	20,650	20,650	20,650	20,650	20650	20,650	20,650	20,650	20,650
20660	20,660	20,660	20,660	20,660	20660	20,660	20,660	20,660	20,660
20670	20,670	20,670	20,670	20,670	20670	20,670	20,670	20,670	20,670
20680	20,680	20,680	20,680	20,680	20680	20,680	20,680	20,680	20,680
20690	20,690	20,690	20,690	20,690	20690	20,690	20,690	20,690	20,690
20700	20,700	20,700	20,700	20,700	20700	20,700	20,700	20,700	20,700
20710	20,710	20,710	20,710	20,710	20710	20,710	20,710	20,710	20,710
20720	20,720	20,720	20,720	20,720	20720	20,720	20,720	20,720	20,720
20730	20,730	20,730	20,730	20,730	20730	20,730	20,730	20,730	20,730
20740	20,740	20,740	20,740	20,740	20740	20,740	20,740	20,740	20,740
20750	20,750	20,750	20,750	20,750	20750	20,750	20,750	20,750	20,750
20760	20,760	20,760	20,760	20,760	20760	20,760	20,760	20,760	20,760
20770	20,770	20,770	20,770	20,770	20770	20,770	20,770	20,770	20,770
20780	20,780	20,780	20,780	20,780	20780	20,780	20,780	20,780	20,780
20790	20,790	20,790	20,790	20,790	20790	20,790	20,790	20,790	20,790
20800	20,800	20,800	20,800	20,800	20800	20,800	20,800	20,800	20,800
20810	20,810	20,810	20,810	20,810	20810	20,810	20,810	20,810	20,810
20820	20,820	20,820	20,820	20,820	20820	20,820	20,820	20,820	20,820
20830	20,830	20,830	20,830	20,830	20830	20,830	20,830	20,830	20,830
20840	20,840	20,840	20,840	20,840	20840	20,840	20,840	20,840	20,840
20850	20,850	20,850	20,850	20,850	20850	20,850	20,850	20,850	20,850
20860	20,860	20,860	20,860	20,860	20860	20,860	20,860	20,860	20,860
20870	20,870	20,870	20,870	20,870	20870	20,870	20,870	20,870	20,870
20880	20,880	20,880	20,880	20,880	20880	20,880	20,880	20,880	20,880
20890	20,890	20,890	20,890	20,890	20890	20,890	20,890	20,890	20,890
20900	20,900	20,900	20,900	20,900	20900	20,900	20,900	20,900	20,900
20910	20,910	20,910	20,910	20,910	20910	20,910	20,910	20,910	20,910
20920	20,920	20,920	20,920	20,920	20920	20,920	20,920	20,920	20,920
20930	20,930	20,930	20,930	20,930	20930	20,930	20,930	20,930	20,930
20940	20,940	20,940	20,940	20,940	20940	20,940	20,940	20,940	20,940
20950	20,950	20,950	20,950	20,950	20950	20,950	20,950	20,950	20,950
20960	20,960	20,960	20,960	20,960	20960	20,960	20,960	20,960	20,960
20970	20,970	20,970	20,970	20,970	20970	20,970	20,970	20,970	20,970
20980	20,980	20,980	20,980	20,980	20980	20,980	20,980	20,980	20,980
20990	20,990	20,990	20,990	20,990	20990	20,990	20,990	20,990	20,990
21000	21,000	21,000	21,000	21,000	21000	21,000	21,000	21,000	21,000

Single Family Dwelling	Seed Waste	Unsorted Recyclable Materials	Organic Materials (Food/ Yard)	Timber-Cut Collection (LULU)	Single Family Dwelling Total
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages/CA/MA	\$824,777	\$905,601	\$485,729	\$311,533	\$2,527,640
Benefits (FICA)	\$198,719	\$221,992	\$116,662	\$73,527	\$590,900
Permit Fees	\$48,563	\$50,596	\$26,411	\$16,263	\$141,833
Vehicle Compensation Expenses	\$3,324	\$3,324	\$1,762	\$1,092	\$7,502
Total Direct Labor Related-Costs	\$1,074,383	\$1,183,513	\$630,564	\$392,415	\$3,381,880
Travel Fuel Costs	\$84,329	\$81,908	\$42,352	\$26,940	\$235,569
Other Travel Costs	\$114,325	\$107,809	\$55,495	\$34,997	\$213,616
Depreciation - Collection Vehicle	\$131,836	\$123,245	\$63,092	\$40,063	\$258,236
Depreciation - Containers	\$7,420	\$7,420	\$3,825	\$2,460	\$17,125
Depreciation for Collection Equipment	\$193,236				

D. City of San Mateo Allocated Costs - MED & Commercial

Step 1: Index Based Adjustments

	2017	2018	2019	2020	2021
RY City W. Wages (2017 Labeled as Example)	267,116	267,116	267,116	267,116	267,116
CY City W. Wages (2017 Labeled as Example)	266,116	266,116	266,116	266,116	266,116
City W. Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PT City W. Medical (2017 Labeled as Example)	477,815	477,815	477,815	477,815	477,815
CY City W. Medical (2017 Labeled as Example)	477,815	477,815	477,815	477,815	477,815
City W. Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PT City Motor Fuel (2017 Labeled as Example)	209,252	209,252	209,252	209,252	209,252
CY City Motor Fuel (2017 Labeled as Example)	209,252	209,252	209,252	209,252	209,252
City Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PT City (2017 Labeled as Example)	269,983	269,983	269,983	269,983	269,983
CY City (2017 Labeled as Example)	269,983	269,983	269,983	269,983	269,983
City Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

	(Cost and the % of W. Wages)	(Cost and the % of Available Materials)	(Cost and the % of the City's Monthly Gas Billing (including taxes))	Total Direct Pay Support (including Materials)	(Type of Call Collection Invoice)	MED & Commercial Total
Annual Cost of Operations						
Direct Labor-related Costs						
Wages for City	\$1,322,759	\$33,617	\$154,750	\$398,446	\$72,319	\$2,192,371
Benefits for City	\$400,717	\$29,013	\$48,697	\$30,623	\$13,314	\$974,465
Payroll Taxes	\$110,054	\$4,397	\$12,373	\$19,664	\$3,105	\$179,490
Workers' Compensation Insurance	\$6,243	\$3,031	\$1,024	\$1,251	\$2,659	\$133,300
Total Direct Labor Related Costs	\$1,817,772	\$85,058	\$227,825	\$164,388	\$91,837	\$3,465,978
Direct Fuel Costs	\$132,439	\$4,221	\$20,458	\$19,490	\$4,038	\$304,720
Other Direct Costs	\$138,676	\$7,289	\$5,062	\$19,934	\$5,585	\$286,599
Depreciation - Collection Vehicles	\$142,072	\$1,338	\$36,864	\$14,749	\$1,864	\$380,936
Depreciation - Containers	\$22,295	\$2,293	\$16,030	\$0	\$964	\$73,071
Depreciation for Collection Equipment	\$174,233	\$106,881	\$37,214	\$16,749	\$4,828	\$356,007
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)	\$0	\$0	\$0	\$0	\$0	\$0
General and Administrative	\$339,249	\$40,130	\$213,872	\$177,450	\$7,744	\$588,403
Operation	\$45,622	\$3,666	\$2,544	\$5,144	\$1,599	\$79,525
Vehicle Maintenance	\$71,194	\$102,930	\$100,045	\$89,966	\$3,018	\$245,172
Consumer's Surcharge	\$36,878	\$3,743	\$1,617	\$19,041	\$1,113	\$120,102
Total Allocated Indirect Costs including Depreciation and Interest	\$488,744	\$46,288	\$337,876	\$322,372	\$13,453	\$1,540,234
Total Allocated Indirect Depreciation Costs (From 9)	\$2,778	\$3,268	\$2,727	\$1,853	\$94	\$10,988
Annual Amortization Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$3,014,176	\$1,550,726	\$726,502	\$487,396	\$89,459	\$5,874,334
Profit (insert Operating Ratio below)	\$316,827	\$163,884	\$76,349	\$81,453	\$5,391	\$816,643
Total Proposed Costs before Pass-Through Cost Allocation	\$3,331,003	\$1,714,610	\$802,851	\$568,849	\$94,850	\$6,690,977
Contractor Pass-Through Costs						
Interest Expense	\$65,465	\$33,842	\$16,386	\$5,311	\$1,373	\$112,936
Total Contractor Pass-Through Costs	\$65,465	\$33,842	\$16,386	\$5,311	\$1,373	\$112,936
TOTAL BASE CONTRACTOR'S COMPENSATION	\$3,396,468	\$1,748,452	\$819,237	\$574,160	\$96,223	\$6,803,913

SERVIA COLLECTION AGREEMENT

City of San Mateo Allocated Costs - MFD & Commercial

Proposed Compensation

2023

Step 2: Services Level Adjustments	
2014	31,576
2015	372,892
2016	368,771
Prior Year Rolling Three-Year Average	374,313
2014	31,576
2015	372,891
2016	368,771
Current Year Rolling Three-Year Average	374,313
100% Services Level Adjustment Factor	100.0%
65% Services Level Adjustment Factor	100.0%

	Current Year Solid Value	Current Year Responsibility	Current Year Operating Budget (2023)	Total Prop. Acc. Services (All Categories)	Prop. (2023) Difference	MFD & Commercial Total
Annual Cost of Operations						
Direct Labor-Schedule Costs						
Wages for CBAs	\$1,222,769	\$511,017	\$154,730	\$106,946	\$37,319	\$2,157,371
Plan (B) for CBAs	\$300,717	\$239,813	\$46,787	\$38,623	\$18,354	\$975,463
Medical Fees	\$110,684	\$40,567	\$13,872	\$9,664	\$3,165	\$179,875
Workers Compensation Insurance	\$24,824	\$10,018	\$3,126	\$2,521	\$1,492	\$33,208
Total Direct Labor Schedule Costs	\$2,159,004	\$801,645	\$217,525	\$164,314	\$67,671	\$3,466,975
Travel Fuel Costs	\$115,283	\$54,221	\$25,628	\$10,688	\$4,058	\$204,770
Other Direct Costs	\$158,676	\$71,283	\$25,082	\$19,816	\$5,585	\$294,509
Depreciation - Collection Vehicles	\$142,022	\$81,388	\$35,664	\$16,789	\$3,864	\$200,916
Depreciation - Containers	\$12,763	\$5,293	\$1,690	\$0	\$864	\$16,621
Proportions for Collection Equipment	\$174,823	\$106,481	\$22,814	\$16,748	\$4,871	\$338,609
Loans	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Item 9) (Proposed Allocation)	\$230,309	\$99,710	\$113,872	\$177,310	\$7,744	\$418,463
Overhead	\$42,621	\$23,466	\$8,244	\$6,144	\$1,579	\$79,633
Vehicle Maintenance	\$12,194	\$10,063	\$3,167	\$9,856	\$3,695	\$26,112
Container Maintenance	\$15,078	\$15,743	\$5,077	\$18,851	\$1,113	\$34,020
Total Allocated Indirect Costs including Depreciation and Interest	\$408,744	\$166,288	\$397,876	\$273,672	\$11,465	\$1,948,724
Total Allocated Indirect Depreciation Costs (Item 9)	\$2,876	\$1,365	\$2,727	\$1,881	\$895	\$4,941
Annual Implementation Cost Associations (Item A)	\$0	\$0	\$0	\$0	\$0	\$0
Annual Cost of Operations	\$3,018,198	\$1,203,228	\$726,462	\$487,269	\$89,469	\$5,874,134
Profit (Insert Operating Ratio below)	\$376,627	\$103,004	\$96,249	\$51,168	\$8,291	\$416,643
Total Proposed Costs before Pass-Through Cost Allocation	\$3,394,825	\$1,306,232	\$822,711	\$538,437	\$97,760	\$6,440,877
Contractor Pass-Through Costs						
Annual Expense	\$31,400	\$33,642	\$16,286	\$2,513	\$1,532	\$112,018
Total Contractor Pass-Through Costs	\$31,400	\$33,642	\$16,286	\$2,513	\$1,532	\$112,018
TOTAL BASE CONTRACTOR'S COMPENSATION	\$31,400	\$33,642	\$16,286	\$2,513	\$1,532	\$112,018

SEWMA COLLECTION AGREEMENT
 City of San Mateo Allocated Costs - Agency Facilities

Proposed Compensation 2021

	Step 2: Service Level Adjustments			
	Lifts	Lifts	Lifts	High
2014	30,849	4,124	10,029	266
2015	45,887	5,096	13,013	217
2016	45,658	4,836	12,974	220
Prior Year Rolling Three-Year Average	40,664	4,689	12,272	278
2014	30,849	4,124	10,029	266
2015	45,487	5,096	12,013	207
2016	45,658	4,836	12,974	200
Current Year Rolling Three-Year Average	40,664	4,689	12,272	278
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%
97% Service Level Adjustment Factor	98.0%	98.0%	98.0%	98.0%

Agency Facilities	Cost and the Solid Waste	Cost and the Organic Materials	Cost and the Recyclable Materials	Total Dog Box Services (All Materials)	Agency Facilities Total
Annual Cost of Operations					
Direct Labor-related Costs					
Year-to-Date	\$24,688	\$1,201	\$4,308	\$29,999	\$40,820
Year-to-Date	\$11,453	\$702	\$2,014	\$13,772	\$18,098
Percent Total	\$27,088	\$1,725	\$5,318	\$34,129	\$46,996
Work and Organization Expenses	\$1,245	\$107	\$302	\$652	\$876
Total Direct Labor-related Costs	\$25,943	\$1,832	\$5,620	\$33,497	\$45,872
Direct Fuel Costs	\$2,778	\$170	\$488	\$415	\$3,771
Other Direct Costs	\$5,240	\$331	\$921	\$1,728	\$8,220
Depreciation - Collection Vehicles	\$11,334	\$684	\$1,992	\$3,738	\$17,748
Depreciation - Collection	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$11,334	\$684	\$1,992	\$3,738	\$17,748
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)	\$10,972	\$1,888	\$3,447	\$10,201	\$16,508
Contract and Administration Invoicing Fees (Per Agency Cost)	\$5,283	\$334	\$929	\$1,740	\$8,286
Other Invoicing	\$10,088	\$619	\$1,776	\$3,326	\$16,809
Perforated Maintenance (Included in Agency Costs)	\$4,651	\$273	\$783	\$1,488	\$7,115
Total Allocated Indirect Costs excluding Depreciation and Interest	\$30,804	\$3,174	\$8,935	\$16,173	\$53,986
Total Allocated Indirect Depreciation Costs (From 9)	\$370	\$23	\$45	\$12	\$450
Actual Employment Cost Assumptions (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$110,283	\$4,796	\$19,309	\$36,311	\$170,709
Profit (Insert Operating Ratio below)	\$11,375	\$768	\$2,636	\$3,813	\$18,592
Total Operating Costs before Pass-Through Cost Allocation	\$121,658	\$5,564	\$21,945	\$40,124	\$189,300
Contractor Pass-Through Costs	\$2,403	\$147	\$432	\$793	\$3,775
Other Expenses	\$1,481	\$102	\$312	\$581	\$2,476
Total Contractor Pass-Through Costs	\$3,884	\$249	\$744	\$1,374	\$6,251
TOTAL BASE CONTRACTOR'S COMPENSATION					\$6,251

SBWMA COLLECTOR AGREEMENT

Proposed Compensation 2021

D. County of San Mateo, North Park Dr. is Alleged Debt - SFD

Statistical Year for Year 2011 Cost Allocation Only	A	B	C	D	Total
City # of accounts	2,613	3,614	2,682	929	2,618.00
SBWMA # of accounts	94,380	94,372	90,725	29,504	86,580.00
City # of accounts %	2.7%	2.9%	2.9%	1.1%	2.8%
City Total Billing Labor Hours Year	1,283,335	1,346,330	1,691,366	410,577	4,153,782
SBWMA Total Billing Labor Hours Year	46,233,538	42,856,200	39,114,112	13,045,234	141,248,111
City Total Billing Labor Hours Year %	2.8%	3.1%	3.8%	1.1%	2.9%
City # of units, hours/year	1,199,328	1,272,728	1,603,045	410,577	3,885,988
SBWMA # of units, hours/year	42,847,939	31,380,014	34,949,116	13,045,234	128,122,333
City Total Units, hours/year %	2.8%	3.1%	3.8%	1.1%	3.0%
SBWMA Total Cost in N. Park	2,691	2,627	2,631	923	8,578.00
City Total Cost in N. Park	86,896	86,284	89,841	29,384	322,948.00
City Total Cost in N. Park %	3.1%	3.1%	3.4%	1.1%	3.0%

Single Family Dwelling	A	B	C	D	Total
Annual Cost of Operations					
Direct Labor Related Costs					
Wages for CBA	\$107,658	\$100,342	\$38,979	\$28,254	\$312,111
Benefits for CBA	\$40,338	\$48,380	\$35,721	\$15,186	\$149,025
Employer Taxes	\$8,957	\$9,348	\$6,313	\$2,749	\$33,968
Vehicle Compensation Insurance	\$2,622	\$2,622	\$5,658	\$2,032	\$12,232
Total Direct Labor Related Costs	\$174,894	\$168,219	\$113,319	\$47,781	\$409,344
Other Direct Costs	\$11,480	\$13,871	\$9,979	\$1,234	\$36,644
Other Direct Costs	\$15,082	\$18,187	\$13,305	\$2,171	\$48,798
Depreciation - Collection Vehicle	\$17,004	\$19,089	\$16,113	\$5,220	\$51,466
Depreciation - Collection	\$8,394	\$9,121	\$9,482	\$0	\$27,817
Depreciation for Collection Equipment	\$25,399	\$27,130	\$24,513	\$1,220	\$79,273
LAWS	\$0	\$0	\$0	\$0	\$0
Allocated indirect costs including Depreciation and Interest (Items 7)					
General Indirect Administration	\$40,899	\$51,084	\$31,565	\$2,295	\$124,016
Operations	\$10,577	\$12,468	\$10,523	\$468	\$33,382
Vehicle Insurance	\$10,534	\$12,223	\$20,111	\$895	\$44,169
Vehicle Maintenance	\$7,876	\$7,777	\$7,319	\$330	\$23,302
Total Allocated Indirect Costs including Depreciation and Interest	\$86,406	\$94,119	\$80,318	\$4,992	\$276,084
Total Allocated Indirect Depreciation Cost (Item 7)	\$0	\$754	\$633	\$29	\$1,467
Annual Indirect Administration Cost (Item 8)	\$0	\$0	\$0	\$0	\$0
Annual Indirect Administration Cost (Item 9)	\$313,882	\$316,368	\$266,289	\$15,208	\$811,198
Profit (Insert Operating Ratio below)	\$37,883	\$33,684	\$37,433	\$4,931	\$89,889
94.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$344,810	\$351,884	\$319,752	\$47,431	\$1,065,129
Contractor Pass-Through Costs					
Insurer Income	\$6,229	\$6,654	\$6,228	\$302	\$19,413
Total Contractor Pass-Through Costs	\$6,229	\$6,654	\$6,228	\$302	\$19,413
TOTAL BASE CONTRACTOR'S COMPENSATION	\$351,039	\$358,538	\$325,980	\$47,733	\$1,084,542

Service Level Statistics Used for Future Service Level Cost Adjustments	Accounts	Accounts
2014	2,626	2,626
2015	2,622	2,622
2016	2,618	2,618
Rolling Three-Year Average	2,622	2,622

D. County of San Mateo, North Epic Opts. Allocated Costs - SFD

Step 3: Incent Based Adjustments

PY CPW-Water (2017 Listed as Example)	364,176	364,176	364,176	364,176
CX CPW-Water (2017 Listed as Example)	364,176	364,176	364,176	364,176
CPW-Water: Adjustments:	100.0%	100.0%	100.0%	100.0%
PA CPW-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CY CPW-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CPW-Medical: Adjustments:	100.0%	100.0%	100.0%	100.0%
PY CPW-Meter Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CY CPW-Meter Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CPW-Meter Fuel: Adjustments:	100.0%	100.0%	100.0%	100.0%
PY CPW-EM (2017 Listed as Example)	269,983	269,983	269,983	269,983
CY CPW-EM (2017 Listed as Example)	269,983	269,983	269,983	269,983
CPW-EM: Adjustments:	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	A. Solid Waste	B. Trash and Recyclable Materials	C. Curbside Materials (Including Bins)	D. Log Out Call Collection Fees	Single Family Dwelling Total
Annual Cost of Operations					
Direct Labor-related Costs					
Wages for CPW	\$107,658	\$100,242	\$25,879	\$28,204	\$121,113
Benefits for CPW	\$49,778	\$46,320	\$15,701	\$15,186	\$140,075
Fringe Taxes	\$8,957	\$8,348	\$6,313	\$6,346	\$25,968
Workshop Compensation Incentive	\$2,621	\$2,189	\$5,408	\$2,012	\$22,227
Total Direct Labor Related Costs	\$174,034	\$174,039	\$18,301	\$47,750	\$246,924
Other Costs	\$11,460	\$13,371	\$9,279	\$1,274	\$25,644
Depreciation - Collection Vehicles	\$15,092	\$18,267	\$13,306	\$2,174	\$48,798
Depreciation - Computers	\$17,104	\$19,009	\$16,113	\$1,210	\$53,456
Depreciation for Collection Equipment	\$8,294	\$8,121	\$9,402	\$0	\$25,817
Lease	\$23,399	\$27,130	\$23,515	\$1,230	\$75,274
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)	\$49,099	\$31,064	\$1,669	\$2,596	\$154,016
General and Administrative	\$10,127	\$14,465	\$10,523	\$468	\$35,583
Vehicle Maintenance	\$19,154	\$25,823	\$20,111	\$908	\$64,186
Container Maintenance	\$7,818	\$7,777	\$7,319	\$310	\$23,224
Total Allocated Indirect Costs including Depreciation and Interest	\$86,198	\$76,119	\$39,519	\$3,592	\$205,328
Total Allowed Indirect Depreciation Costs (From 9)	\$81	\$754	\$653	\$29	\$2,047
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$319,642	\$319,508	\$162,269	\$56,590	\$951,190
Fuel (Insert Operating Ratio below)	\$53,861	\$33,524	\$27,533	\$5,931	\$99,849
Total Estimated Cash Before Pass-Through Cost Allocation	\$265,781	\$285,984	\$134,736	\$50,659	\$851,341
Contractor Pass-Through Costs	\$6,229	\$1,624	\$1,208	\$102	\$9,163
Total Contractor Pass-Through Costs	\$6,229	\$1,624	\$1,208	\$102	\$9,163
TOTAL BASK CONTRACTOR'S COMPENSATION	\$272,010	\$287,608	\$135,944	\$50,761	\$960,504

SBWMA COLLECTION AGREEMENT
D. County of San Mateo, North Fair Oaks Allocated Costs - MFD & Commercial

Proposed Compensation 2021

SBWMA Allocation	2014	2015	2016	2017	2018	2019	2020	2021	Total
Civ # of Accounts	454	454	454	454	454	454	454	454	973,000
SBWMA % Accounts	10.332	10.210	10.210	10.210	10.210	10.210	10.210	10.210	29,504
Civ # of Accounts %	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	4.3%
Civ Total Basic Labor hours year	2,007.27	733.90	189.62	189.62	189.62	189.62	189.62	189.62	2,970.75
SBWMA % of Basic Labor hours year	47,871.85	71,111.92	6,386.65	6,107.11	6,107.11	6,107.11	6,107.11	6,107.11	87,507.58
Civ Total Basic Labor hours year %	4.7%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	3.6%
Civ # of total hours/yr	1,210.07	742.21	186.24	186.24	186.24	186.24	186.24	186.24	2,188.69
SBWMA % of total hours/yr	31,307.08	25,241.12	6,046.06	6,107.11	6,107.11	6,107.11	6,107.11	6,107.11	86,741.23
Civ # of total hours/yr %	3.9%	3.1%	3.1%	3.1%	3.1%	3.1%	3.1%	3.1%	3.7%
Civ Total Collections in Service	732	652	60	60	60	60	60	60	1,444.00
SBWMA Total Collections in Service	17,258	19,783	2,059	2,059	2,059	2,059	2,059	2,059	99,853.00
Civ Total Collections in Service %	4.7%	3.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	3.7%

MFD & Commercial	Cost and Item Sold Value	Cost and Item Sold %	Cost and Item Sold Allocation	Cost and Item Sold Allocation %	Cost and Item Sold Allocation Total	Cost and Item Sold Allocation %	Cost and Item Sold Allocation Total	Cost and Item Sold Allocation %	Cost and Item Sold Allocation Total
Annual Cost of Operations									
United Labor-Retail Costs	\$113,100	\$57,892	\$50,949	\$50,949	\$50,949	\$50,949	\$50,949	\$50,949	\$50,949
Wages in CBWA	\$101,640	\$53,841	\$46,593	\$46,593	\$46,593	\$46,593	\$46,593	\$46,593	\$46,593
Diapcho, by CBWA	\$17,780	\$4,000	\$1,740	\$1,740	\$1,740	\$1,740	\$1,740	\$1,740	\$1,740
Travel Costs	\$15,110	\$1,110	\$1,110	\$1,110	\$1,110	\$1,110	\$1,110	\$1,110	\$1,110
Vendor Compensation Invoices	\$297,623	\$97,443	\$10,778	\$10,778	\$10,778	\$10,778	\$10,778	\$10,778	\$10,778
Total Direct Labor-Retail-Costs	\$118,940	\$6,009	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911
Other Direct Costs	\$24,794	\$9,674	\$3,531	\$3,531	\$3,531	\$3,531	\$3,531	\$3,531	\$3,531
Depreciation - Vehicles	\$23,095	\$9,000	\$3,194	\$3,194	\$3,194	\$3,194	\$3,194	\$3,194	\$3,194
Depreciation - Equipment	\$5,123	\$3,013	\$2,095	\$2,095	\$2,095	\$2,095	\$2,095	\$2,095	\$2,095
Depreciation in Collection Equipment	\$316,220	\$12,033	\$7,689	\$7,689	\$7,689	\$7,689	\$7,689	\$7,689	\$7,689
Leases	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Item 9)	\$42,713	\$94,271	\$42,713	\$42,713	\$42,713	\$42,713	\$42,713	\$42,713	\$42,713
General Management	\$2,417	\$5,270	\$2,417	\$2,417	\$2,417	\$2,417	\$2,417	\$2,417	\$2,417
Operations	\$14,175	\$31,410	\$14,175	\$14,175	\$14,175	\$14,175	\$14,175	\$14,175	\$14,175
Vehicle Maintenance	\$8,226	\$18,335	\$8,226	\$8,226	\$8,226	\$8,226	\$8,226	\$8,226	\$8,226
Contractor Insurance	\$30,041	\$66,265	\$30,041	\$30,041	\$30,041	\$30,041	\$30,041	\$30,041	\$30,041
Total Allocated Indirect Costs including Depreciation and Interest	\$47	\$107	\$384	\$384	\$384	\$384	\$384	\$384	\$384
Total Allocated Indirect Depreciated Costs (Item 9)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Implementation Cost Allocations (Item 4)	\$400,890	\$186,911	\$186,911	\$186,911	\$186,911	\$186,911	\$186,911	\$186,911	\$186,911
Total Annual Cost of Operations	\$1,529,825	\$19,630	\$19,630	\$19,630	\$19,630	\$19,630	\$19,630	\$19,630	\$19,630
Profit (Net Operating Ratio below)	91.5%								
Total Proposed Costs before Page-Through Cost Allocation	\$542,419	\$106,531	\$117,077	\$117,077	\$117,077	\$117,077	\$117,077	\$117,077	\$117,077
Contractor Pass-Through Costs	\$9,047	\$3,158	\$3,158	\$3,158	\$3,158	\$3,158	\$3,158	\$3,158	\$3,158
Interest Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Contractor Pass-Through Costs	\$9,047	\$3,158	\$3,158	\$3,158	\$3,158	\$3,158	\$3,158	\$3,158	\$3,158
TOTAL BASE CONTRACTORS COMPENSATION	\$551,466	\$119,689	\$120,235	\$120,235	\$120,235	\$120,235	\$120,235	\$120,235	\$120,235

Service Level Statistics Used for Future Service Level Cost Adjustments	2014	2015	2016	Rolling Three-Year Average
Liab	45,900	44,382	43,719	44,667
Liab	37,656	40,090	41,028	39,591
Liab	3,244	4,292	2,691	3,376
Head	0	0	0	0

SBWMA COLLECTION AGREEMENT
D. County of San Mateo, North Fair Rates Allocated Costs - MFD & Commercial

2021

Proposed Compensation

	Step 2: Service Level Adjustments			
	Lifts	Lids	Lids	Reels
2014	41,900	37,156	3,390	0
2015	44,382	40,680	3,339	0
2016	41,719	41,028	4,588	3
Prior Year Rolling Three-Year Average	43,687	39,858	3,806	1
2014	42,900	37,856	3,380	0
2015	44,382	41,028	3,819	0
2016	41,719	41,028	4,588	3
Current Year Rolling Three-Year Average	43,007	39,858	3,806	1
100% Variable Cost Adjustment Factor	100.0%	100.0%	100.0%	100.0%
50% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%

	Current Year Volume	Current Year Rate	Current Year Revenue	Current Year Cost	Current Year Profit	Current Year Margin	Current Year Return	Current Year Investment	Current Year Equity	Current Year Debt	Current Year Total	MFD & Commercial Total
Annual Cost of Operations												
Direct Labor Related Costs												
Wages for CBAs	\$213,100	\$7,892	\$1,682,000	\$1,682,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$213,100
Benefits for CBAs	\$101,610	\$3,691	\$1,368,000	\$1,368,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$101,610
Travel Costs	\$17,750	\$4,890	\$1,368,000	\$1,368,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$17,750
Vehicle Depreciation/Lease	\$15,183	\$5,110	\$1,403,000	\$1,403,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$15,183
Total Direct Labor Related Costs	\$341,643	\$21,583	\$4,829,000	\$4,829,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$341,643
Direct Fuel Costs	\$18,743	\$6,009	\$1,821,000	\$1,821,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$18,743
Other Direct Costs	\$23,796	\$9,574	\$2,574,000	\$2,574,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$23,796
Depreciation - Collection Vehicle	\$2,096	\$9,020	\$2,574,000	\$2,574,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$2,096
Depreciation - Containers	\$5,123	\$2,093	\$2,695,000	\$2,695,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$5,123
Depreciation for Collection Equipment	\$31,250	\$12,053	\$3,125,000	\$3,125,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$31,250
Lease	\$0	\$0	\$0	\$0	\$0	0%	0%	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)	\$44,713	\$44,711	\$44,711,000	\$44,711,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$44,713
Overhead and Administrative Expenses	\$7,417	\$5,970	\$5,970,000	\$5,970,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$7,417
Vehicle Insurance	\$14,175	\$11,410	\$11,410,000	\$11,410,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$14,175
Container Maintenance	\$5,738	\$4,735	\$4,735,000	\$4,735,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$5,738
Total Allocated Indirect Costs including Depreciation and Interest	\$70,041	\$66,385	\$66,385,000	\$66,385,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$70,041
Total Allocated Indirect Depreciation Costs (From 9)	\$467	\$507	\$507,000	\$507,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$467
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	0%	0%	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$499,899	\$18,651	\$5,128,000	\$5,128,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$499,899
Profit (insert Operating Ratio below)	\$51,520	\$11,122	\$11,122,000	\$11,122,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$51,520
Total Proposed Costs Inferred Pass-Through Cost Allocation	\$551,419	\$117,777	\$117,777,000	\$117,777,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$551,419
Contractor Pass-Through Costs	\$0,000	\$2,665	\$2,665,000	\$2,665,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$0,000
Total Contractor Pass-Through Costs	\$0,000	\$2,665	\$2,665,000	\$2,665,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$0,000
TOTAL BASE CONTRACTOR'S COMPENSATION	\$551,419	\$120,442	\$120,442,000	\$120,442,000	\$0	0%	0%	\$0	\$0	\$0	\$0	\$551,419

SEWMA COLLECTION AGREEMENT Proposed Compensation 2321

D. County of San Mateo, North Fair Oaks Allocated Costs - Agency Facilities

Percentages Used for Year 2021 Cost Allocation Only

City, % of Utility per year	2,236	156	312	2,618	Total
SEWMA #1 rate per year (Contract - See Volume 1)	2,236	16,744	65,039	94,189	1,704,400
City, % of Utility per year %	0.9%	0.9%	0.9%	2.5%	
City, Total Items, Labor hours year	84.60	0.86	3.39	122.21	90.54
SEWMA Total Items, Labor hours, year	4,706.29	236.00	932.08	5,934.37	
City, Total Items, Labor hours %	1.6%	0.4%	0.4%	2.1%	
City, % of Items, hours/year	46.85	0.88	3.98	132.23	51.81
SEWMA #1 rate, hours/year	3,599.51	294.16	919.57	4,813.24	
City, % of rate, hours/year %	1.3%	0.6%	0.9%	2.1%	
City, % of Utility, % (City, % of Utility)	6	2	5	20	18.00
SEWMA #1 of Utility, %	44.2	236	328	94,806	
City, % of Utility, %	20%	31%	2%	20%	

Agency Facilities	Fuel and Use Suppl. With	Cost of Item Operation/Materials	Cost and Btu Payable Materials	Total Drop In Services (All Inquiries)	Vehicle and Misc.	Agency Facilities Total
Annual Cost of Operations						
Wages for CWA	\$1,877	\$18	\$84	\$688	\$199	\$2,766
Benefits for CWA	\$849	\$2	\$59	\$312	\$93	\$1,215
Payroll Taxes	\$150	\$2	\$7	\$58	\$17	\$234
Vehicle Compensation Impairment	\$129	\$1	\$6	\$43	\$14	\$193
Total Direct Cost, Fuel/Out	\$2,995	\$23	\$156	\$1,046	\$327	\$4,507
Direct Fuel Costs	\$328	\$2	\$11	\$74	\$23	\$378
Utility Direct Costs	\$451	\$4	\$20	\$159	\$48	\$682
Depreciation - California Vehicle	\$218	\$9	\$63	\$242	\$82	\$612
Depreciation - Furniture	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Debris/Equipment	\$824	\$9	\$60	\$342	\$112	\$1,345
Losses	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Items 9) General and Administrative (Using 10% for Agency Cost)	\$1,263	\$14	\$83	\$494	\$195	\$2,059
Operations	\$404	\$4	\$20	\$190	\$64	\$602
Vehicle Insurance	\$829	\$10	\$63	\$306	\$131	\$1,339
Vehicle Maintenance (Using 10% for Agency Cost)	\$198	\$2	\$9	\$72	\$27	\$306
Total Allocated Indirect Costs including Depreciation and Interest	\$3,221	\$29	\$173	\$1,062	\$390	\$4,875
Total Allocated Indirect Depreciation Costs (Items 9)	\$30	\$0	\$1	\$11	\$3	\$45
Annual Impairment (See Uncertainty Power)	\$1,567	\$14	\$83	\$494	\$195	\$2,353
Total Annual Cost of Operations	\$7,733	\$66	\$386	\$2,174	\$1,081	\$11,360
Profit (Insert Operating Ratio below)						
Total Operating Costs Before Pass-Through Cost Adjustments	\$8,148	\$82	\$379	\$3,016	\$1,172	\$12,794
Contractor Pass-Through Costs						
Material Expense	\$195	\$2	\$9	\$73	\$17	\$297
Total Contractor Pass-Through Costs	\$195	\$2	\$9	\$73	\$17	\$297
TOTAL BASE CONTRACTOR'S COMPENSATION	\$8,343	\$84	\$388	\$3,089	\$1,189	\$13,091

Service Level Metrics Used for Future Service Level Cost Adjustments

Year	Life	Hours
2014	2,236	156
2015	2,236	156
2016	2,236	156
Rolling Three-Year Average	2,235	156

SEWANA COLLECTION AGREEMENT
 D. County of San Mateo, North Fair Oaks Allocated Costs - Agency Facilities 2021

Step 2: Indirect Based Adjustments

FF: CPE-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CV: CPE-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CV: W-Wages Adjustments	100.0%	100.0%	100.0%	100.0%	100.0%
FF: CPE-W-Material (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CV: CPE-W-Material (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
FF: W-Material Adjustments	100.0%	100.0%	100.0%	100.0%	100.0%
FF: CPE-D-Indirect Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CV: CPE-D-Indirect Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
FF: CPE-D-Indirect Fuel Adjustments	100.0%	100.0%	100.0%	100.0%	100.0%
FF: CPE-D (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CV: CPE-D (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
FF: D Adjustments	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cost and This Month	Cost and This Month	Cost and This Month	Total Drop In Expenses (in Millions)	Agency Facilities Total
	Y	Y	Y	X	Total
Annual Cost of Operations					
Direct Labor/Indirect Costs	\$1,807	\$118	\$84	\$645	\$189
Wages-Inv. C.P.s	\$840	\$1	\$10	\$112	\$93
Materials for C.P.s	\$150	\$1	\$1	\$1	\$1
Payroll Taxes	\$172	\$1	\$1	\$1	\$1
Workers Compensation Insurance	\$2,651	\$15	\$15	\$15	\$15
Total Direct Labor/Indirect Costs	\$2,820	\$18	\$17	\$144	\$144
Dues, Field Costs	\$228	\$1	\$1	\$1	\$1
Other, Travel, Costs	\$431	\$4	\$10	\$19	\$48
Depreciation - Collection Vehicles	\$976	\$9	\$43	\$42	\$1,000
Depreciation - Computers	\$80	\$0	\$0	\$0	\$0
Depreciation for Collective Bargaining	\$926	\$9	\$43	\$42	\$882
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From B)					
General and Administrative (using 5.6% for Agency Costs)	\$1,363	\$14	\$63	\$584	\$2,339
Overhead	\$404	\$4	\$30	\$34	\$443
Vehicle Maintenance	\$329	\$3	\$30	\$30	\$362
Collection Maintenance (using 4.6% for Agency Costs)	\$1,094	\$2	\$9	\$32	\$1,135
Total Allocated Indirect Costs including Depreciation and Interest	\$2,821	\$23	\$131	\$1,043	\$4,695
Total Allocated Indirect Depreciation Costs (From B)	\$30	\$0	\$1	\$1	\$32
Annual Implementation Cost Amortization (From A)	\$1	\$0	\$0	\$0	\$1
Total Annual Cost of Operations	\$7,267	\$74	\$143	\$1,774	\$11,269
Profit (Insert Operating Ratio below)	\$773	\$8	\$36	\$386	\$1,214
96.5%					
Total Operating Costs before Pass-Through Cost Allocation	\$8,040	\$82	\$179	\$2,160	\$12,474
Contractor Pass-Through Costs	\$194	\$2	\$9	\$73	\$277
Interest Expense	\$125	\$1	\$1	\$1	\$127
Total Contractor Pass-Through Costs	\$319	\$3	\$10	\$74	\$406
TOTAL BASE CONTRACTOR'S COMPENSATION	\$8,359	\$85	\$189	\$2,234	\$12,884

Step 2: Service Level Adjustments			
Year	Lifts	Lifts	Ratio
2014	2,236	156	312
2015	2,236	156	312
2016	2,236	156	312
Three-Year Average	2,236	156	312
Ratio			
2014	2,236	156	312
2015	2,236	156	312
2016	2,236	156	312
Three-Year Average	2,236	156	312
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%

Agency Facilities	Car and bin total Weigh	Car and bin Dynamic Materials	Car and bin Dynamic Materials	Car and bin Dynamic Materials	Used Drop Bar Services (All Materials)	Agency Facilities Total
Annual Cost of Operations						
Direct Labor-Related Costs	\$1,807	\$18	\$18	\$18	\$658	\$2,776
Wages Net C.P.A.	\$345	\$6	\$6	\$6	\$212	\$1,298
Benefits for P.A.s	\$150	\$3	\$3	\$3	\$55	\$311
Payroll Taxes	\$312	\$9	\$9	\$9	\$32	\$1,062
Workers Compensation Insurance	\$2,031	\$29	\$29	\$29	\$1,084	\$4,583
Total Direct Labor-Related Costs	\$2,228	\$65	\$65	\$65	\$384	\$3,011
Other Fuel Costs	\$431	\$4	\$4	\$4	\$159	\$602
Depreciation - Collection Vehicles	\$731	\$9	\$9	\$9	\$342	\$1,481
Depreciation - Computers	\$5	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$911	\$9	\$9	\$9	\$542	\$1,453
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)	\$1,167	\$14	\$14	\$14	\$204	\$2,339
General and Administrative (using 20th for Agency / 7.5%)	\$424	\$4	\$4	\$4	\$100	\$537
Operations	\$928	\$9	\$9	\$9	\$208	\$1,167
Vehicle Maintenance	\$156	\$2	\$2	\$2	\$72	\$336
Contract Maintenance (using 20th for Agency / 7.5%)	\$1,021	\$28	\$28	\$28	\$1,043	\$1,609
Total Allocated Indirect Costs including Depreciation and Interest	\$3,196	\$55	\$55	\$55	\$446	\$3,747
Total Allocated Indirect Depreciation Costs (Form 9)	\$0	\$0	\$0	\$0	\$0	\$0
Annual Implementation Cost Assumption (Form A)	\$7,287	\$74	\$74	\$74	\$3,724	\$11,569
Total Annual Cost of Operations	\$7,723	\$88	\$88	\$88	\$4,270	\$12,179
Profit (Insert Operating Ratio below)						
Total Operating Costs before Pass-Through Cost Allocation	\$8,108	\$92	\$92	\$92	\$3,811	\$12,177
Contractor Pass-Through Costs						
Insurance	\$196	\$2	\$2	\$2	\$73	\$371
Total Contractor Pass-Through Costs	\$196	\$2	\$2	\$2	\$73	\$371
TOTAL BASE CONTRACTOR COMPENSATION	\$8,304	\$94	\$94	\$94	\$3,884	\$12,548

City % of Account	2015	2014	2013	2012	2011	Total
SBWMA % of Account	94.38%	94.77%	90.72%	90.72%	90.72%	94,380
City % of Account %	2.7%	2.7%	2.7%	2.7%	2.7%	2,775
City Total Basic Labor hours year	1,112,334	1,157,133	1,064,499	1,064,499	1,064,499	5,580
SBWMA Total Basic Labor hours year	46,293,545	42,158,230	39,114,172	39,114,172	39,114,172	141,249
City Total Basic Labor hours year %	2.4%	2.7%	2.7%	2.7%	2.7%	2.1%
City % of total hours year	975.26%	1,044.34%	973.02%	246.34%	246.34%	5,216
SBWMA % of total hours year	42,841.89%	38,380.04%	34,946.16%	13,045.34%	13,045.34%	129,222
City Total Basic Labor hours year %	2.7%	2.7%	2.7%	2.7%	2.7%	2.1%
City % of total hours in Service	2,237	2,266	2,566	557	557	7,669
City % of total hours in Service %	96.00%	96.24%	95.94%	29,504	29,504	922,505
City % of total hours in Service %	2.7%	2.7%	2.7%	2.7%	2.7%	2.1%

Single Family Dwelling	Solid Waste	Recycled Materials	Curbside Pickups (including House)	Two-Call	Single Family Dwelling Total
Annual Cost of Operations					
Direct Labor-related Costs					
Wages for Crews	\$93,313	\$16,200	\$74,011	\$16,940	\$170,463
Benefits for Crews	\$45,110	\$41,576	\$94,682	\$8,112	\$128,479
Fuel for Trucks	\$7,764	\$6,185	\$6,185	\$1,409	\$22,543
Workers Compensation Insurance	\$6,681	\$6,185	\$6,185	\$1,207	\$19,258
Total Direct Labor Related Costs	\$153,854	\$114,132	\$110,283	\$28,669	\$402,938
Other Direct Costs	\$9,217	\$1,382	\$9,600	\$300	\$11,199
Depreciation - Collection Vehicles	\$12,270	\$14,990	\$12,907	\$1,200	\$41,467
Depreciation - Collection Equipment	\$13,906	\$13,909	\$13,909	\$798	\$46,522
Depreciation for Collection Equipment	\$6,284	\$6,209	\$6,212	\$0	\$12,705
Lease	\$20,109	\$22,108	\$24,130	\$736	\$67,083
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)	\$41,501	\$43,242	\$43,677	\$1,378	\$128,808
General and Administrative	\$8,223	\$10,228	\$10,208	\$281	\$29,940
Operations	\$15,735	\$19,449	\$19,309	\$837	\$55,331
Vehicles Maintenance	\$5,880	\$6,324	\$6,674	\$198	\$18,076
Utilities Administration	\$71,309	\$79,233	\$80,028	\$3,394	\$233,025
Total Allocated Indirect Costs including Depreciation and Interest	\$497	\$619	\$633	\$17	\$1,766
Total Annual Cost of Operations	\$204,432	\$239,478	\$247,684	\$33,889	\$815,485
Profit (Target Operating Ratio below)	\$37,908	\$38,297	\$36,000	\$3,508	\$85,713
90.21%					
Total Proposed Costs before Pass-Through Cost Allocations	\$242,340	\$277,775	\$283,684	\$37,397	\$901,198
Contractor Pass-Through Costs	\$4,912	\$5,420	\$5,823	\$181	\$16,436
Total Contractor Pass-Through Costs	\$4,912	\$5,420	\$5,823	\$181	\$16,436
TOTAL BASE CONTRACTORS COMPENSATION	\$247,252	\$283,195	\$289,507	\$37,578	\$917,634

Service Level Statistics Used for Future Service Level Cost Adjustments	Account	Account
2014	2,208	2,208
2015	2,215	2,215
2016	2,215	2,215
Rolling Three-Year Average	2,213	2,213

B. West Bay Sanitary District Allocated Costs - STD

Step 1: Initial Based Adjustments

CP-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CP-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CP-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
CP-W-Material (2017 Listed as Example)	477,815	477,815	477,815	477,815
CP-W-Material (2017 Listed as Example)	477,815	477,815	477,815	477,815
CP-W-Material Adjustment	100.0%	100.0%	100.0%	100.0%
CP-W-Material Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CP-W-Material Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CP-W-Material Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
CP-W-Material Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CP-W-Material Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CP-W-Material Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
CP-W-Material Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CP-W-Material Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CP-W-Material Fuel Adjustment	100.0%	100.0%	100.0%	100.0%

	A	B	C	D	E
	Single Family	Two-Or-More	City, County, or	Two-Or-More	Single Family
	Dwelling	Dwellings	Municipality	Dwellings	Dwelling
	Total	Total	Total	Total	Total
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CP-W	\$83,313	\$83,313	\$74,011	\$16,690	\$270,493
Benefits for CP-W	\$41,706	\$41,706	\$34,642	\$9,112	\$128,639
Payroll Taxes	\$7,794	\$7,794	\$6,158	\$1,609	\$23,905
Written Compensation Insurance	\$6,600	\$6,600	\$5,372	\$1,222	\$19,472
Total Direct Labor-Related Costs	\$139,413	\$139,413	\$120,283	\$33,643	\$433,509
Travel	\$8,317	\$8,317	\$9,280	\$900	\$31,180
Other Direct Costs	\$13,370	\$13,370	\$12,907	\$1,290	\$41,447
Depreciation - Collection Vehicles	\$13,906	\$13,906	\$15,631	\$738	\$45,373
Depreciation - Collection	\$6,204	\$6,204	\$6,539	\$80	\$21,225
Depreciation for Collection Equipment	\$20,309	\$20,309	\$24,123	\$734	\$67,108
Losses	\$0	\$0	\$0	\$0	\$0
Allocated indirect costs including Depreciation and Interest (Form 9)					
General Indirect Administration	\$41,541	\$43,362	\$41,677	\$1,378	\$129,828
Operations	\$4,213	\$10,219	\$10,269	\$284	\$24,890
Vehicle Maintenance	\$1,720	\$3,549	\$1,979	\$237	\$5,331
Contractor Maintenance	\$3,890	\$5,254	\$4,624	\$318	\$13,624
Total Allocated Indirect Costs including Depreciation and Interest	\$53,364	\$72,994	\$63,179	\$2,217	\$233,679
Total Allocated Indirect Depreciation Costs (Form 9)	\$497	\$618	\$633	\$17	\$1,766
Annual Indirect Costs (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$246,487	\$259,473	\$247,084	\$33,999	\$814,485
Profit (Insert Operating Ratio below)	\$27,796	\$29,387	\$29,098	\$3,588	\$86,603
Total Proposed Costs before Pass-Through Cost Allocation	\$274,283	\$288,860	\$276,182	\$37,587	\$901,088
Contractor Pass-Through Costs					
License Expense	\$4,322	\$4,422	\$5,221	\$181	\$16,488
Total Contractor Pass-Through Costs	\$4,322	\$4,422	\$5,221	\$181	\$16,669
TOTAL BASE CONTRACTOR'S COMPENSATION	\$278,605	\$293,282	\$281,403	\$37,768	\$917,757

D. West Bay Sanitary District Allocated Costs - STD

Prop. 2 Service Level Adjustments		Accounts	Accounts	Accounts
2014	2,208	2,208	2,208	2,208
2015	2,215	2,215	2,215	2,215
2016	2,215	2,215	2,215	2,215
Price Year Rolling Three-Year Average	2,213	2,213	2,213	2,213
2014	2,208	2,208	2,208	2,208
2015	2,215	2,215	2,215	2,215
2016	2,215	2,215	2,215	2,215
Current Year Rolling Three-Year Average	2,213	2,213	2,213	2,213
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%
95% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%

	S. Cal. Water		The United Recycling Materials		Oregon Materials (includes 3 Month Time)		Type On-Call Callout to Unit	Single Family Dwelling Total
	A	B	C	D	E	F		
Annual Cost of Operations								
Direct Line-Related Cost								
- Rates for LPA's	\$13,113	\$26,220	\$74,021	\$16,090	\$1,609	\$1,609	\$16,090	\$270,403
- Benefits for UP's	\$43,110	\$86,220	\$244,877	\$48,967	\$4,897	\$4,897	\$48,967	\$1,286,639
- Payroll Taxes	\$7,764	\$15,528	\$43,110	\$8,622	\$862	\$862	\$8,622	\$21,506
- Workers Compensation Insurance	\$6,648	\$13,296	\$36,153	\$7,231	\$723	\$723	\$7,231	\$19,272
- Total Direct Labor Related Costs	\$19,935	\$39,870	\$110,181	\$22,033	\$2,203	\$2,203	\$22,033	\$540,909
- Direct Fuel Costs	\$9,217	\$18,434	\$51,889	\$10,378	\$1,038	\$1,038	\$10,378	\$26,490
- Other Direct Costs	\$12,279	\$24,558	\$67,977	\$13,597	\$1,360	\$1,360	\$13,597	\$34,447
- Depreciation - Collection Vehicles	\$15,006	\$30,012	\$81,032	\$16,206	\$1,621	\$1,621	\$16,206	\$41,515
- Depreciation - Containers	\$6,004	\$12,008	\$32,421	\$6,484	\$648	\$648	\$6,484	\$16,715
- Depreciation for Collection Equipment	\$20,309	\$40,618	\$109,533	\$21,907	\$2,191	\$2,191	\$21,907	\$55,268
- Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
- Allocated Indirect Costs excluding Depreciation and Interest (From 9)	\$41,541	\$83,082	\$224,877	\$44,974	\$4,497	\$4,497	\$44,974	\$1,129,828
- General and Administrative	\$2,333	\$4,666	\$12,808	\$2,566	\$257	\$257	\$2,566	\$6,484
- Operations	\$15,215	\$30,430	\$83,599	\$16,719	\$1,672	\$1,672	\$16,719	\$42,299
- Utility Maintenance	\$5,890	\$11,780	\$32,421	\$6,484	\$648	\$648	\$6,484	\$16,715
- Truckers Maintenance	\$71,399	\$142,798	\$390,028	\$78,016	\$7,802	\$7,802	\$78,016	\$1,975,415
- Total Allocated Indirect Costs excluding Depreciation and Interest	\$89,037	\$178,074	\$493,633	\$98,731	\$9,873	\$9,873	\$98,731	\$2,474,665
- Total Allocated Indirect Depreciation Costs (From 9)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
- Annual Implementation Cost Available (From A)	\$264,477	\$528,954	\$1,441,884	\$288,371	\$28,837	\$2,884	\$28,837	\$73,195
Total Annual Cost of Operations	\$177,708	\$355,416	\$980,228	\$196,054	\$19,605	\$1,961	\$19,605	\$495,663
Profit (Insert Operating Ratio below)	90.9%							
Total Proposed Costs Before Pass-Through Cost Allocation	\$278,616	\$557,232	\$1,473,856	\$294,808	\$29,481	\$2,948	\$29,481	\$741,088
Contractor Pass-Through Costs								
- Asset Expense	\$4,932	\$9,864	\$27,021	\$5,412	\$541	\$541	\$5,412	\$13,780
- Total Contractor Pass-Through Costs	\$4,932	\$9,864	\$27,021	\$5,412	\$541	\$541	\$5,412	\$13,780
TOTAL BASE CONTRACTOR'S COMPENSATION	\$283,548	\$567,096	\$1,500,877	\$300,220	\$29,922	\$2,992	\$29,922	\$754,868

SEWAMA COLLECTION AGREEMENT
 D. West Bay Sanitary District Allocated Costs - MED & Commercial
 Required Compensation 2023

Step 2: Service Level Parameters				
Year	Lifts	Lifts	Lifts	Hours
2014	3,448	5,876	741	0
2015	3,705	6,203	871	0
2016	3,796	6,188	1,246	0
Three Year Average	3,783	6,088	953	
2014	3,448	5,876	741	0
2015	3,705	6,203	871	0
2016	3,796	6,188	1,246	0
Three Year Average	3,783	6,088	953	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	

	Cost and Fee Total Year	Cost and Fee Monthly Minimum	Cost and Fee Monthly Maximum	Cost and Fee Monthly Minimum (Including Time)	Total Cost Monthly (Including Materials)	Total Cost Monthly (Including Materials)	MEPD & Commercial Total
Annual Cost of Operations							
Direct Labor-Related Costs							
Wages for Lifts	\$29,453	\$15,403	\$7,591	\$7,591	\$0	\$2,751	\$33,054
Time for Operator	\$14,034	\$3,559	\$2,389	\$2,389	\$0	\$1,340	\$33,724
Payroll Taxes	\$2,449	\$1,107	\$632	\$632	\$0	\$327	\$4,414
Vehicle Compensation Insurance	\$2,622	\$258	\$254	\$254	\$0	\$133	\$3,328
Total Direct Labor Related Costs	\$48,558	\$21,316	\$11,133	\$11,133	\$0	\$4,699	\$64,671
Direct Fuel Costs	\$1,028	\$1,398	\$1,070	\$1,070	\$0	\$297	\$3,815
Other Direct Costs	\$4,229	\$2,235	\$1,228	\$1,228	\$0	\$490	\$5,139
Depreciation - Collection Vehicles	\$2,348	\$2,094	\$1,909	\$1,909	\$0	\$283	\$6,044
Depreciation - Computers	\$385	\$393	\$790	\$790	\$0	\$71	\$1,638
Depreciation for Collection Equipment	\$4,153	\$2,477	\$2,700	\$2,700	\$0	\$333	\$9,482
Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)							
General & Administrative	\$3,005	\$1,510	\$10,068	\$10,068	\$0	\$587	\$11,050
Operations	\$1,210	\$1,379	\$2,711	\$2,711	\$0	\$116	\$3,416
Vehicle Maintenance	\$2,312	\$2,036	\$3,322	\$3,322	\$0	\$221	\$10,532
Contractor Materials	\$931	\$617	\$1,558	\$1,558	\$0	\$81	\$2,833
Total Allocated Indirect Costs including Depreciation and Interest	\$16,529	\$8,143	\$20,417	\$20,417	\$0	\$984	\$16,504
Total Allocated Indirect Depreciation Cost (From 9)	\$716	\$85	\$141	\$141	\$0	\$7	\$359
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$66,466	\$33,464	\$36,779	\$36,779	\$0	\$6,546	\$146,434
Profit (Insert Operating Ratio Below)							
Total Proposed Costs before Pass-Through Cost Allocation	\$71,442	\$39,285	\$40,640	\$40,640	\$0	\$7,233	\$148,200
Contractor Pass-Through Costs							
Insurance	\$1,531	\$794	\$685	\$685	\$0	\$115	\$3,104
Total Contractor Pass-Through Costs	\$1,531	\$794	\$685	\$685	\$0	\$115	\$3,104
TOTAL BASE CONTRACTOR'S COMPENSATION	\$72,973	\$40,079	\$41,325	\$41,325	\$0	\$7,348	\$151,304

D. West Bay Sanitary District Allocated Costs - Agency Facilities

Step 3: In-line Budget Adjustments

PY CPA-W-Works (2017) Listed as Example)	264,176	264,176	264,176	264,176	264,176
CPA-W-Works (2017) Listed as Example)	264,176	264,176	264,176	264,176	264,176
CPA-W-Works Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPA-W-Material (2017) Listed as Example)	477,315	477,315	477,315	477,315	477,315
CPA-W-Material (2017) Listed as Example)	477,315	477,315	477,315	477,315	477,315
CPA-W-Material Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPA-U-Motor Fuel (2017) Listed as Example)	209,252	209,252	209,252	209,252	209,252
CPA-U-Motor Fuel (2017) Listed as Example)	209,252	209,252	209,252	209,252	209,252
CPA-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPA-U (2017) Listed as Example)	269,983	269,983	269,983	269,983	269,983
CPA-U (2017) Listed as Example)	269,983	269,983	269,983	269,983	269,983
CPA-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cost and Bin Available Materials	Cost and Bin Available Materials	Cost and Bin Available Materials	Cost and Bin Available Materials	Cost and Bin Available Materials	Agency Facilities Total
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for Crews	\$139	\$16	\$227	\$0	\$19	\$441
Ratio for the CBAs	\$65	\$26	\$196	\$0	\$0	\$206
Payroll Taxes	\$12	\$5	\$19	\$0	\$0	\$17
Workers Compensation Insurance	\$10	\$4	\$16	\$0	\$1	\$21
Total Direct Labor Related Costs	\$225	\$52	\$299	\$0	\$20	\$716
Other - Direct Costs	\$20	\$8	\$37	\$0	\$2	\$64
Other - Direct Costs	\$38	\$16	\$60	\$0	\$6	\$121
Depreciation - Collection Vehicles	\$22	\$33	\$134	\$0	\$8	\$206
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$82	\$33	\$114	\$0	\$8	\$256
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)						
Facility and Administrative (from 10) for Agency Costs	\$58	\$16	\$145	\$0	\$134	\$603
Operative	\$58	\$16	\$145	\$0	\$134	\$603
Vehicle Maintenance	\$73	\$30	\$120	\$0	\$8	\$221
Container (Insurances) (using 10) for Agency Costs	\$13	\$5	\$31	\$0	\$46	\$97
Total Allocated Indirect Costs including Depreciation and Interest	\$213	\$87	\$349	\$0	\$294	\$1,042
Total Allocated Indirect Depreciation Costs (From 9)	\$0	\$1	\$1	\$0	\$0	\$8
Annual Implementation Cost Assumptions (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$681	\$236	\$933	\$0	\$439	\$2,177
Profit (Insert Operating Ratio below)	\$67	\$25	\$190	\$0	\$46	\$322
Total Operating Costs Before Pass-Through Cost Allocation	\$742	\$261	\$1,123	\$0	\$485	\$2,499
Contractor Pass-Through Costs						
Internal Support	\$17	\$7	\$28	\$0	\$2	\$34
Total Contractor Pass-Through Costs	\$17	\$7	\$28	\$0	\$2	\$34
TOTAL BASE CONTRACTOR'S COMPENSATION	\$681	\$261	\$1,123	\$0	\$487	\$2,533

Step 2: Service Level Adjustments			
	Lifts	Lifts	Lifts
2014	156	65	52
2015	156	65	52
2016	156	65	52
Price Year Billing Three Year Average	156	65	52
2014	156	65	52
2015	156	65	52
2016	156	65	52
Current Year Billing Three Year Average	156	65	52
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%
15% Service Level Adjustment Factor	100.0%	100.0%	100.0%

Agency Facilities	Can and Bin Solid Waste	Can and Bin Organic Materials	Can and Bin Recyclable Materials	Total Drop Box Services (all Materials)	Yards and In-Courts	Agency Facilities Total
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBA	\$139	\$26	\$227	\$0	\$19	\$411
Benefits for CBA's	\$68	\$26	\$106	\$0	\$9	\$206
Payroll Taxes	\$12	\$5	\$19	\$0	\$2	\$37
Workers' Compensation Insurance	\$10	\$2	\$15	\$0	\$1	\$31
Total Direct Labor Related Costs	\$229	\$69	\$367	\$0	\$31	\$716
Power Fuel (0%)	\$20	\$0	\$3	\$0	\$0	\$24
Other Direct Costs	\$38	\$16	\$53	\$0	\$4	\$121
Depreciation - Collection Vehicles	\$32	\$33	\$124	\$0	\$5	\$256
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collector Equipment	\$12	\$33	\$134	\$0	\$8	\$256
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form F)						
General and Administrative (10% for Agency Fee)	\$38	\$36	\$140	\$0	\$14	\$683
Depreciation	\$38	\$16	\$143	\$0	\$4	\$121
Vehicle Maintenance	\$73	\$30	\$120	\$0	\$8	\$231
Equipment Maintenance (using 15% for Agency Fee)	\$13	\$5	\$21	\$0	\$4	\$57
Total Allocated Indirect Costs including Depreciation and Interest	\$213	\$97	\$524	\$0	\$30	\$1,142
Total Allocated Indirect Depreciation Costs (Form F)	\$3	\$1	\$4	\$0	\$0	\$8
Annual Implementation Cost Assumption (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$581	\$336	\$861	\$0	\$49	\$1,427
Profit (Insert Operating Ratio Below)	\$51	\$25	\$105	\$0	\$46	\$223
						98.5%
Total Operating Costs before Pass-Through Cost Allocations	\$642	\$361	\$1,051	\$0	\$95	\$2,149
Contractor Pass-Through Costs						
Income Expense	\$17	\$7	\$23	\$0	\$2	\$44
Total Contractor Pass-Through Costs	\$17	\$7	\$23	\$0	\$2	\$44
TOTAL BASE CONTRACTOR'S COMPENSATION	\$659	\$368	\$1,074	\$0	\$97	\$2,193

SBWMA COLLECTION AGREEMENT
D. Unincorporated County - SFD

Proposed Compensation 2021

	2020	2021	% Change	Total
City of accounts	5,073	5,094	1.39%	5,072
SBWMA of accounts	94,300	90,723	-3.69%	94,300
City of accounts %	5.0%	5.6%	1.7%	5.4%
City Total Labor hours year	2,629.23	2,606.57	-0.86%	8,348
SBWMA Total Budget Labor hours year	46,232.45	36,114.12	-22.10%	346,298
City Total hours Labor hours %	3.7%	6.9%	1.2%	3.2%
City of total hours year	2,608.37	2,100.54	-23.30%	7,443
SBWMA F of total hours year	42,947.89	34,949.16	-18.65%	329,222
City Total hours Labor hours %	2.6%	6.6%	4.0%	5.7%
City Total Compensation in % of total	5.099%	5.109%	0.010%	16.88%
SBWMA Total Compensation in % of total	94.901%	94.891%	-0.010%	82.955%
City Total Compensation in % of total	5.099%	5.109%	0.010%	16.88%

Single Family Dwelling	Actual Costs		Targeted Budgetable		Variance (Actual vs. Budgetable)		New One-Call Callation Costs		Single Family Dwelling Total
	A	B	C	D	E	F	G	H	
Annual Cost of Operations									
Dues, Licensed/Unlicensed Onks									
Wages for CSAs	\$201,409	\$184,816	\$181,226	\$181,226	\$20,183	\$20,183	\$1,461	\$20,183	
Benefits for CSAs	\$102,289	\$96,130	\$95,315	\$95,315	\$6,874	\$6,874	\$1,461	\$6,874	
Fixed Costs	\$18,421	\$15,377	\$15,078	\$15,078	\$3,343	\$3,343	\$1,461	\$3,343	
Vehicle Depreciation/Leases	\$13,223	\$13,223	\$13,223	\$13,223	\$0	\$0	\$0	\$0	
Total Direct Labor Related Costs	\$337,342	\$309,543	\$304,842	\$304,842	\$32,500	\$32,500	\$1,461	\$32,500	
Direct Fuel Costs	\$25,008	\$22,872	\$22,033	\$22,033	\$2,935	\$2,935	\$0	\$2,935	
Other Travel Costs	\$30,230	\$30,147	\$30,111	\$30,111	\$36	\$36	\$0	\$36	
Depreciation - Polyethylene Valves/Leads	\$54,340	\$31,371	\$37,193	\$37,193	\$17,822	\$17,822	\$0	\$17,822	
Depreciation - Vehicles	\$14,340	\$14,689	\$14,689	\$14,689	\$0	\$0	\$0	\$0	
Depreciation for Callation Equipment	\$48,490	\$46,090	\$46,661	\$46,661	\$1,571	\$1,571	\$0	\$1,571	
Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Allocated Indirect Costs including Depreciation and Interest (Per 5)									
Insurance and Maintenance	\$93,123	\$88,885	\$99,959	\$99,959	\$6,736	\$6,736	\$0	\$6,736	
Operations	\$20,131	\$20,571	\$20,298	\$20,298	\$573	\$573	\$0	\$573	
Vehicle Maintenance	\$28,187	\$28,316	\$28,421	\$28,421	\$124	\$124	\$0	\$124	
Vehicle Maintenance	\$13,427	\$14,028	\$13,599	\$13,599	\$429	\$429	\$0	\$429	
Total Allocated Indirect Costs including Depreciation and Interest	\$167,737	\$172,311	\$184,287	\$184,287	\$16,550	\$16,550	\$0	\$16,550	
Total Allocated Indirect Costs (Per 5)	\$1,227	\$1,245	\$1,209	\$1,209	\$16	\$16	\$0	\$16	
Annual Implementation Cost (Per 5)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Annual Implementation Cost (Per 5)	\$62,648	\$75,595	\$78,713	\$78,713	\$12,865	\$12,865	\$0	\$12,865	
Total Annual Cost of Operations	\$66,891	\$68,422	\$68,298	\$68,298	\$2,124	\$2,124	\$0	\$2,124	
Profit (Target Operating Ratio below)									
Total Proposed Costs Indirect Pass-Through Cost Allocation	\$69,458	\$68,677	\$68,509	\$68,509	\$769	\$769	\$0	\$769	
Contractor Pass-Through Costs									
Insurance	\$11,890	\$11,289	\$11,406	\$11,406	\$619	\$619	\$0	\$619	
Total Contractor Pass-Through Costs	\$11,890	\$11,289	\$11,406	\$11,406	\$619	\$619	\$0	\$619	
TOTAL BASE CONTRACTOR'S COMPENSATION	\$81,348	\$80,366	\$80,366	\$80,366	\$1,505	\$1,505	\$0	\$1,505	

Services Level Statistics Used for Future Services Level Cost Adjustments	
Accounts	Accounts
2014	5,041
2015	5,055
2016	5,072
Rolling Three-Year Average	5,056

Step 3 - Include Based Adjustments

NY (CPA-W-Medical (2017) Land as Example)	264,176	264,176	264,176	264,176
NY (CPA-W-Medical (2017) Land as Example)	264,176	264,176	264,176	264,176
CPA-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
NY (CPA-W-Medical (2017) Land as Example)	477,815	477,815	477,815	477,815
NY (CPA-W-Medical (2017) Land as Example)	477,815	477,815	477,815	477,815
CPA-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
NY (CPA-W-Medical (2017) Land as Example)	209,252	209,252	209,252	209,252
NY (CPA-W-Medical (2017) Land as Example)	209,252	209,252	209,252	209,252
CPA-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
NY (CPA-W-Medical (2017) Land as Example)	269,987	269,987	269,987	269,987
NY (CPA-W-Medical (2017) Land as Example)	269,987	269,987	269,987	269,987
CPA-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste		Temp Ad Recyclable Material		Organic Materials (excludes food)		Two One-5-41 Collection Events		Single Family Dwelling Total
	A	B	C	D	E	F	G		
Annual Cost of Operations									
Direct Labor-Related Costs									
Wages for CHAs	\$21,409	\$18,316	\$181,226	\$42,540	\$181,226	\$42,540	\$181,226	\$42,540	\$320,992
Benefits for CHAs	\$10,200	\$8,110	\$83,315	\$19,811	\$83,315	\$19,811	\$83,315	\$19,811	\$295,996
Payroll Taxes	\$18,421	\$15,177	\$15,078	\$1,539	\$15,078	\$1,539	\$15,078	\$1,539	\$25,415
Vehicle Compensation Insurance	\$15,275	\$13,167	\$13,262	\$1,081	\$13,262	\$1,081	\$13,262	\$1,081	\$18,485
Total Direct Labor Related Costs	\$55,305	\$46,770	\$212,881	\$65,051	\$212,881	\$65,051	\$212,881	\$65,051	\$1,028,887
Travel Costs	\$23,008	\$23,008	\$23,008	\$23,010	\$23,008	\$23,010	\$23,008	\$23,010	\$70,040
Other Direct Costs	\$30,300	\$30,347	\$10,711	\$1,215	\$10,711	\$1,215	\$10,711	\$1,215	\$94,374
Depreciation - Collection Vehicles	\$14,340	\$14,371	\$7,193	\$1,853	\$7,193	\$1,853	\$7,193	\$1,853	\$104,137
Depreciation - Containers	\$14,140	\$14,689	\$17,468	\$0	\$17,468	\$0	\$17,468	\$0	\$46,308
Depreciation for Collection Equipment	\$46,400	\$46,000	\$54,601	\$1,253	\$54,601	\$1,253	\$54,601	\$1,253	\$111,025
Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)	\$55,122	\$56,883	\$95,939	\$1,461	\$95,939	\$1,461	\$95,939	\$1,461	\$277,437
General and Administrative	\$20,331	\$20,271	\$24,288	\$795	\$24,288	\$795	\$24,288	\$795	\$65,204
Overhead	\$35,857	\$36,612	\$71,651	\$1,666	\$71,651	\$1,666	\$71,651	\$1,666	\$112,194
Vehicle Maintenance	\$13,427	\$14,018	\$15,959	\$497	\$15,959	\$497	\$15,959	\$497	\$41,551
Contractors, Hydrants	\$16,777	\$17,811	\$19,269	\$6,013	\$19,269	\$6,013	\$19,269	\$6,013	\$59,258
Total Allocated Indirect Costs including Depreciation and Interest	\$127,277	\$128,565	\$207,817	\$12,845	\$207,817	\$12,845	\$207,817	\$12,845	\$407,222
Total Allocated Indirect Depreciation Cost (From 9)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Implementation Cost Attribution (From A)	\$626,648	\$575,395	\$288,711	\$81,156	\$288,711	\$81,156	\$288,711	\$81,156	\$1,779,779
Total Annual Cost of Operations	\$661,911	\$602,412	\$810,798	\$192,296	\$810,798	\$192,296	\$810,798	\$192,296	\$1,971,146
Profit (target Operating Ratio below)	90.5%								
Total Proposed Costs before Page Through Cost Allocation	\$609,428	\$543,817	\$712,989	\$191,141	\$712,989	\$191,141	\$712,989	\$191,141	\$1,675,216
Contractor Page Through Costs	\$11,890	\$11,330	\$12,465	\$1,654	\$12,465	\$1,654	\$12,465	\$1,654	\$37,019
Plant Expense	\$11,890	\$11,330	\$12,465	\$1,654	\$12,465	\$1,654	\$12,465	\$1,654	\$37,019
Total Contractor Page Through Costs	\$23,780	\$22,660	\$24,930	\$3,308	\$24,930	\$3,308	\$24,930	\$3,308	\$74,038
TOTAL BASE CONTRACTOR'S COMPENSATION									\$1,749,254

SWMA COLLECTION AGREEMENT
B. Unincorporated County - SFY

Proposed Composites 2021

Step 2: Service Level Adjustments		Accounts	Accounts	Accounts
2014	2014	5,041	5,041	5,041
2015	2015	5,056	5,056	5,056
2016	2016	5,072	5,072	5,072
Prior Year Rolling Three-Year Average		5,056	5,056	5,056
2014	2014	5,041	5,041	5,041
2015	2015	5,056	5,056	5,056
2016	2016	5,072	5,072	5,072
Current Year Rolling Three-Year Average		5,056	5,056	5,056
100% Spread to Last Adjustment Factor		100.00%	100.00%	100.00%
65% Service Level Adjustment Factor		100.00%	100.00%	100.00%

Single Family Dwelling	Sub A		Sub B		Sub C		Three Cost Categories	Single Family Dwelling Total
	Sub A	Sub B	Sub B	Sub C	Sub C	Sub C		
Annual Cost of Operations								
Direct Labor-Related Costs	\$13,400	\$184,816	\$18,226	\$42,540	\$629,992			
Materials for CEAs	\$10,500	\$94,316	\$65,315	\$22,881	\$209,306			
Benefits for CEAs	\$18,421	\$1,377	\$1,678	\$1,239	\$2,415			
Payroll Taxes	\$14,273	\$1,102	\$1,612	\$1,031	\$1,885			
Workers Compensation Insurance	\$27,852	\$10,470	\$14,581	\$7,891	\$1,063,897			
Total Direct Labor-Related Costs	\$73,000	\$21,891	\$25,005	\$22,010	\$710,945			
Other Direct Costs	\$30,100	\$30,147	\$30,711	\$33,115	\$94,374			
Depreciation - Collection Vehicles	\$14,549	\$11,371	\$17,193	\$1,857	\$104,359			
Depreciation - Computers	\$14,408	\$14,689	\$12,468	\$0	\$46,338			
Depreciation for Collection Equipment	\$41,089	\$46,000	\$34,681	\$1,453	\$151,025			
Lease	\$0	\$0	\$0	\$0	\$0			
Allocated Indirect Costs including Depreciation and Interest (From 9)	\$95,122	\$91,885	\$99,959	\$3,461	\$297,427			
General and Maintenance	\$20,531	\$20,571	\$24,268	\$716	\$65,606			
Overhead	\$88,857	\$83,319	\$46,421	\$1,249	\$125,944			
Vehicle Maintenance	\$13,427	\$14,008	\$11,299	\$497	\$11,551			
Collection Materials	\$107,737	\$172,911	\$194,267	\$6,013	\$330,128			
Total Allocated Indirect Costs including Depreciation and Interest	\$1,221	\$1,245	\$1,207	\$43	\$4,022			
Total Annual Indirect Depreciation Cost (From 9)	\$0	\$0	\$0	\$0	\$0			
Annual Impairment Cost Authorization (From A)	\$28,648	\$975,003	\$586,711	\$85,124	\$3,875,079			
Total Annual Cost of Operations	\$81,991	\$66,422	\$61,718	\$8,936	\$1,971,148			
Profit (Insert Operating Ratio below)								
	98.5%							
Total Proposed Costs before Pass-Through Cost Allocations	\$81,991	\$66,422	\$61,718	\$8,936	\$1,971,148			
Contractor Pass-Through Costs	\$11,000	\$11,289	\$11,608	\$44	\$37,039			
Annual Expense	\$11,000	\$11,289	\$11,608	\$44	\$37,039			
Total Contractor Pass-Through Costs	\$11,000	\$11,289	\$11,608	\$44	\$37,039			
TOTAL BASE CONTRACTOR'S COMPENSATION	\$92,991	\$77,711	\$73,326	\$9,080	\$2,008,187			

SRWMA COLLECTION AGREEMENT
D. Unincorporated County - MPD & Commercial

Proposed Compensation 2021

Statistics Used for Year 2021 Cost Allocation Daily	2015	2016	2017	2018	2019	2020	Total
City # of Accounts	158	205	26	0	1,399	489	
SRWMA # Accounts	10,332	10,210	3,712	195	29,504	32,449	
City # of Accounts %	1.5%	2.0%	1.5%	0.0%	1.7%	1.9%	
City Total Paid to Labs (year)	307,84	319,18	71,74	0.00	618,60	905	
SRWMA Total Inmate Labor (year)	47,571.85	271,111.92	6,356.65	6,167.11	13,045.24	87,508	
City Total Paid to Labs (year %)	1.7%	1.2%	1.2%	0.0%	1.7%	1.0%	
City # of Inmate Rooms/Year	367,23	288,68	71,33	0.00	618,60	729	
SRWMA # of Inmate Rooms/Year	31,367.08	35,341.12	6,646.06	6,167.11	13,045.24	68,761	
City # of Inmate Rooms/Year %	1.2%	1.7%	1.2%	0.0%	1.7%	1.7%	
City Total of Inmate Rooms/Year	248	318	40	0	1,309	626	
SRWMA Total of Inmate Rooms/Year	17,258	19,703	2,659	311	39,504	50,135	
City Total of Inmate Rooms/Year %	1.6%	1.7%	1.6%	0.0%	1.7%	1.6%	

	City and Inmate Services	City and Inmate Services (Excl. Replicable Materials)	City and Inmate Services (Excl. Replicable Materials - Term)	Total (City and Inmate Services)	Two-Part Cost Allocation Basis	MPD & Commercial Total
Annual Cost of Operations						
Deposits	\$53,914	\$21,794	\$4,589	\$80,297	\$4,589	\$84,886
*Agts. Ex. Cts	\$25,707	\$50,658	\$2,703	\$79,068	\$2,703	\$81,771
Transfer out CAs	\$4,686	\$1,990	\$715	\$7,391	\$715	\$8,106
Payroll Taxes	\$3,851	\$1,092	\$612	\$5,555	\$612	\$6,167
*Inmate Compensation Insurance	\$37,699	\$18,116	\$12,618	\$68,433	\$12,618	\$81,051
Total Inmate Labor Related Costs	\$5,699	\$2,332	\$1,146	\$9,177	\$9,177	\$18,354
Other Direct Costs	\$7,831	\$1,390	\$1,390	\$10,611	\$1,390	\$12,001
Depreciation - Collections related	\$7,511	\$1,501	\$2,044	\$11,056	\$1,501	\$12,557
Depreciation - Collections	\$1,218	\$1,483	\$1,483	\$4,184	\$1,483	\$5,667
Depreciation for Collection Equipment	\$8,947	\$2,082	\$2,082	\$13,111	\$2,082	\$15,193
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)	\$18,032	\$19,990	\$17,223	\$55,245	\$17,223	\$72,468
Residual Administrative	\$2,231	\$2,217	\$2,003	\$6,451	\$2,003	\$8,454
Utilities	\$4,303	\$4,629	\$5,547	\$14,479	\$5,547	\$20,026
Vehicle Maintenance	\$1,452	\$1,452	\$1,226	\$4,130	\$1,226	\$5,356
Unrelated Licenses	\$26,539	\$29,190	\$29,349	\$85,078	\$29,349	\$114,427
Total Allocated Indirect Costs including Depreciation and Interest	\$142	\$142	\$151	\$435	\$151	\$577
Total Allocated Indirect Costs (Form 9)	\$0	\$0	\$0	\$0	\$0	\$0
Annual Implementation Cost (Form 9)	\$15,388	\$76,669	\$48,561	\$140,618	\$48,561	\$189,179
Total Annual Cost of Operations	\$14,569,45	\$8,152	\$9,608	\$22,729	\$9,608	\$32,337
Profit (Insert Operating Ratio below)	96.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$15,257	\$84,865	\$53,669	\$153,791	\$53,669	\$207,460
Contractor Pass-Through Costs	\$2,004	\$1,623	\$1,189	\$5,416	\$1,189	\$6,605
Internal Expense	\$2,884	\$1,623	\$1,189	\$5,696	\$1,189	\$6,885
Total Contractor Pass-Through Costs	\$4,888	\$3,246	\$2,378	\$11,112	\$2,378	\$13,490
TOTAL BASE CONTRACTOR'S COMPENSATION						

Rolling Three Year Average	2014	2015	2016	Rolling Three Year Average
Liab	17,693	18,269	18,343	18,102
Liab	19,331	18,746	19,643	19,240
Liab	2,756	3,923	3,757	3,478
Rolling Three Year Average	4	3	4	4

BRWMA COLLECTION AGREEMENT
D. Unincorporated County - MFD & Commercial

	Step 1: Inflation Based Adjustments	Step 2: Inflation Based Adjustments	Step 3: Inflation Based Adjustments
PF - CPE-W-Regis (2017) Listed as Example	264,176	264,176	264,176
CF - CPE-W-Regis (2017) Listed as Example	264,176	264,176	264,176
CPE-W-Regis Adjustment	100.0%	100.0%	100.0%
PF - CPE-W-Medical (2017) Listed as Example	477,815	477,815	477,815
CF - CPE-W-Medical (2017) Listed as Example	477,815	477,815	477,815
CPE-W-Medical Adjustment	100.0%	100.0%	100.0%
PF - CPE-AMore-Fuel (2017) Listed as Example	209,252	209,252	209,252
CF - CPE-AMore-Fuel (2017) Listed as Example	209,252	209,252	209,252
CPE-AMore-Fuel Adjustment	100.0%	100.0%	100.0%
PF - CPE-U (2017) Listed as Example	269,983	269,983	269,983
CF - CPE-U (2017) Listed as Example	269,983	269,983	269,983
CPE-U Adjustment	100.0%	100.0%	100.0%

	Cost and Base Salary	Contractor Base Salary	Cost and Base Salary (Including Holiday, Travel)	2024 (Prop. Base Salary) (Municipal)	Prop. (2024) (Municipal)	MFD # Commercial Total
Annual Cost of Operations						
Motor Labor Subject Cost						
Wages By Check	\$53,914	\$1,794	\$55,708	\$0	\$55,708	\$53,154
Banking For Debit	\$25,707	\$10,638	\$36,345	\$0	\$36,345	\$44,441
Payroll Taxes	\$4,486	\$1,930	\$6,416	\$0	\$6,416	\$7,750
Payroll Insurance	\$3,841	\$1,665	\$5,506	\$0	\$5,506	\$6,632
Total Direct Labor Related Costs	\$87,948	\$38,126	\$126,074	\$0	\$126,074	\$149,982
Travel Fuel Costs	\$5,690	\$2,332	\$8,022	\$0	\$8,022	\$9,913
Other Direct Costs	\$7,811	\$1,725	\$9,536	\$0	\$9,536	\$11,600
Depreciation - Collection Vehicles	\$7,011	\$1,201	\$8,212	\$0	\$8,212	\$10,266
Depreciation - Computers	\$1,716	\$1,482	\$3,198	\$0	\$3,198	\$4,133
Depreciation for Collection Equipment	\$8,747	\$5,055	\$13,802	\$0	\$13,802	\$16,982
Labor	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)						
Contractor Administrative	\$18,032	\$19,990	\$38,022	\$0	\$38,022	\$47,268
Operations	\$2,251	\$2,317	\$4,568	\$0	\$4,568	\$5,761
Other Expenses	\$4,303	\$4,439	\$8,742	\$0	\$8,742	\$10,924
Contractor Profit/Overhead	\$1,945	\$2,454	\$4,399	\$0	\$4,399	\$5,428
Total Allocated Indirect Costs including Depreciation and Interest	\$26,531	\$29,190	\$55,721	\$0	\$55,721	\$69,781
Total Annual Indirect Depreciation Costs (From 9)	\$142	\$142	\$284	\$0	\$284	\$353
Annual Implementation Cost Assumptions (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$136,888	\$76,669	\$213,557	\$0	\$213,557	\$269,688
Profit (Insert Operating Ratio below)						
Total Proposed Costs before Pass-Through Cost Allocation	\$136,888	\$76,669	\$213,557	\$0	\$213,557	\$269,688
Contractor Pass-Through Costs						
Interest Expense	\$2,204	\$1,123	\$3,327	\$0	\$3,327	\$4,130
Total Contractor Pass-Through Costs	\$2,204	\$1,123	\$3,327	\$0	\$3,327	\$4,130
TOTAL BASE CONTRACTOR'S COMPENSATION	\$139,092	\$77,792	\$216,884	\$0	\$216,884	\$273,818

D. Unincorporated County - Agency Facilities

Step 1: Index Based Adjustments

PP (P) W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CP (C) P-W Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CP (C) W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
PP (P) P-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CP (C) P-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CP (C) W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PP (P) P-Motor Fuel (2017 Listed as Example)	269,983	269,983	269,983	269,983
CP (C) P-Motor Fuel (2017 Listed as Example)	269,983	269,983	269,983	269,983
CP (C) W-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
PP (P) P-IT (2017 Listed as Example)	269,983	269,983	269,983	269,983
CP (C) P-IT (2017 Listed as Example)	269,983	269,983	269,983	269,983
CP (C) W-IT Adjustment	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cur and, the Soc. Wares		Cur and, the Obligations		Cur and, the Acceptable Amount		Total Pay for Services (Net Amount)		Values and Totals		Agency Facilities Total	
	Y	Z	A	B	C	D	E	F	G	H	I	J
Annual Cost of Operations												
Direct Labor-related Costs												
Wages for CBAs	80	\$1,142	\$477	\$200	\$429	\$0	\$0	\$0	\$16	\$16	\$16	\$1,609
Benefits for CBAs	80	\$334	\$137	\$137	\$274	\$0	\$0	\$0	\$16	\$16	\$16	\$776
Payroll Taxes	80	\$81	\$37	\$37	\$74	\$0	\$0	\$0	\$16	\$16	\$16	\$118
Workers' Compensation Insurance	80	\$1,831	\$777	\$257	\$1,054	\$0	\$0	\$0	\$16	\$16	\$16	\$2,091
Total Direct Labor Related Costs	80	\$3,478	\$1,578	\$631	\$2,209	\$0	\$0	\$0	\$64	\$64	\$64	\$3,200
Other Ppl. Costs	80	\$152	\$287	\$120	\$409	\$0	\$0	\$0	\$0	\$0	\$0	\$416
Other Direct Costs	80	\$100	\$100	\$100	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$300
Depreciation - Collection Vehicles	80	\$100	\$100	\$100	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$1,809
Depreciation - Containers	80	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	80	\$100	\$100	\$100	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$1,809
Taxes	80	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)												
General and Administrative (using 5% the Agency's Cost)	80	\$477	\$191	\$191	\$568	\$0	\$0	\$0	\$0	\$0	\$0	\$1,441
Operations	80	\$303	\$121	\$121	\$364	\$0	\$0	\$0	\$0	\$0	\$0	\$408
Vehicles Insurance	80	\$379	\$151	\$151	\$430	\$0	\$0	\$0	\$0	\$0	\$0	\$537
Collection Maintenance (using 3% for Agency's Cost)	80	\$369	\$147	\$147	\$416	\$0	\$0	\$0	\$0	\$0	\$0	\$537
Total Allocated Indirect Costs including Depreciation and Interest	80	\$1,437	\$568	\$568	\$1,437	\$0	\$0	\$0	\$0	\$0	\$0	\$2,824
Total Allocated Indirect Depreciable Costs (From 9)	80	\$23	\$23	\$23	\$69	\$0	\$0	\$0	\$0	\$0	\$0	\$83
Annual Imputation Cost Amortization (From A)	80	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	80	\$4,441	\$1,832	\$1,832	\$3,664	\$0	\$0	\$0	\$0	\$0	\$0	\$7,233
Profit (Insert Operating Ratio below)	36	\$466	\$466	\$466	\$1,398	\$0	\$0	\$0	\$0	\$0	\$0	\$1,398
Total Operating Costs before Pass-Through Cost Allocation	80	\$4,907	\$2,298	\$2,298	\$4,596	\$0	\$0	\$0	\$0	\$0	\$0	\$8,831
Contractor Pass-Through Costs												
Interest Expense	80	\$145	\$145	\$145	\$435	\$0	\$0	\$0	\$0	\$0	\$0	\$214
Total Contractor Pass-Through Costs	80	\$145	\$145	\$145	\$435	\$0	\$0	\$0	\$0	\$0	\$0	\$214
TOTAL BASE CONTRACTOR'S COMPENSATION	80	\$4,907	\$2,443	\$2,443	\$5,031	\$0	\$0	\$0	\$0	\$0	\$0	\$9,045

Attachment N - Form H - CPI Indexes

CPI-W-Wages

Series Id: CWURA422SA0

Not Seasonally Adjusted

Series: All Items in San Francisco-Oakland-San Jose, CA,
 Title: urban wage earners and clerical workers, not
 Area: San Francisco-Oakland-San Jose, CA
 Item: All Items
 Base: 1982-84=100
 Period:
 Years: 2011 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	May to April Average	% Change
2011		226.638		231.600		230.805		231.445		232.371		231.109	232.801	
2012		234.648		236.626		236.890		238.145		240.864		236.454	236.113	2.71%
2013		240.262		241.764		243.052		242.903		243.711		242.602	244.225	2.14%
2014		245.148		247.932		250.085		249.877		250.508		247.690	250.139	2.42%
2015		249.809		252.876		254.736		258.080		256.107		255.482	255.487	2.54%
2016		257.141		259.386		261.017		262.326		264.028		263.222	264.176	3.00%
2017		268.585		268.888										

CPI-W-Medical

Series Id: CWURA422SAM

Not Seasonally Adjusted

Series: Medical care in San Francisco-Oakland-San Jose, CA,
 Title: urban wage earners and clerical workers, not
 Area: San Francisco-Oakland-San Jose, CA
 Item: Medical care
 Base: 1982-84=100
 Period:
 Years: 2011 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1
2011		390.950		391.029		391.703		392.346		393.473		395.217	394.012	
2012		395.155		396.175		395.735		401.147		400.455		398.467	401.535	1.61%
2013		408.184		404.244		417.242		418.887		418.862		423.806	424.483	5.71%
2014		430.864		438.317										
2015														
2016								476.819		478.877		472.486	477.815	
2017		475.258		481.836										

CPI-U-Motor Fuel

Series Id: CUURA422SETB

Not Seasonally Adjusted

Series: Motor fuel in San Francisco-Oakland-San Jose, CA, all
 Title: urban consumers, not seasonally adjusted
 Area: San Francisco-Oakland-San Jose, CA
 Item: Motor fuel
 Base: 1982-84=100
 Period:
 Years: 2011 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	May to April Average	% Change
2011	254.643	264.552	297.753	317.886	314.626	295.113	288.352	285.108	295.184	290.739	286.068	271.288	298.328	
2012	280.517	302.724	327.962	317.962	325.378	301.192	285.891	310.778	316.03	336.080	288.388	262.569	302.004	1.82%
2013	274.806	308.602	309.846	308.862	306.012	303.270	301.401	291.569	299.931	284.084	273.022	270.990	291.204	-3.56%
2014	273.918	279.844	297.341	313.081	315.401	312.578	308.489	297.489	287.115	268.189	242.194	216.165	261.711	-10.18%
2015	183.209	209.060	250.324	240.323	269.479	263.019	257.434	247.851	223.945	208.973	202.552	196.642	218.886	-16.37%
2016	195.010	176.296	151.074	202.420	206.843	213.138	209.663	197.818	204.532	207.138	200.994	200.151	209.252	-4.36%
2017	208.379	212.552	223.591	224.219										

CPI-U

Series Id: CUURA422SA0

Not Seasonally Adjusted

Series: All Items in San Francisco-Oakland-San Jose, CA, all
 Title: urban consumers, not seasonally adjusted
 Area: San Francisco-Oakland-San Jose, CA
 Item: All Items
 Base: 1982-84=100
 Period:
 Years: 2011 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	May to April Average	% Change
2011		229.881		234.121		233.646		234.908		235.331		234.327	235.830	
2012		236.880		238.985		239.806		241.170		242.834		238.533	241.788	2.61%
2013		242.677		244.675		245.935		246.072		246.817		245.711	247.408	2.33%
2014		248.815		251.495		253.317		253.354		254.503		252.273	254.330	2.80%
2015		254.910		257.622		258.117		259.817		261.018		260.289	261.251	2.72%
2016		262.500		264.565		266.041		267.853		270.308		269.483	269.983	3.34%
2017		271.626		274.589										

ATTACHMENT O LIST OF CONTRACTOR'S PERSONNEL

Non-CBA Employees

General Manager -----	1
Administrative Manager -----	1
Operations Manager -----	1
Customer Service Manager - -----	1
Waste Zero Manager-----	1
Public Relations Manger -----	1
Maintenance Manager -----	1
Accounting Manager -----	0.5
Operations District Manager- -----	1
Operation Supervisors -----	6
Operations Dispatcher -----	1
Waste Zero Specialists -----	6
Customer Service Supervisor -----	1
Subtotal-----	22.5

CBA Employees

Drivers -----	165
Customer Service Representatives -----	15
Maintenance Clerks -----	2
Accounting Staff -----	3
Dispatch Clerks -----	2
Mechanics/Shop Personnel -----	20
Subtotal-----	207

Total-----229.5

List of Contractor's Personnel reflects employees on Recology San Mateo County direct payroll.

Vehicle Type	General Information				
	Type of Vehicle	Material to be collected	Age of Vehicle	Manufacturer and Model	Owned or Leased
1 4-Axis ASL Coll Vehicle	Side Loader	MSW, R, O	New	Autocar ACX 84 Chassis/Hell DP Python Body	Owned
2 3-Axis ASL Coll Vehicle	Side Loader	MSW, R, O	New	Autocar ACX 64 Chassis/Hell DP Python Body	Owned
3 5-Axis ASL Coll Vehicle	Side Loader	MSW, R, O	New	Autocar ACX 64 Chassis/Hell Rapid Rail Body	Owned
4 4-Axis ASL Coll Vehicle	Side Loader	MSW, R, O	New	Autocar ACX 84 Chassis/Hell Rapid Rail Body	Owned
5 Pup Trucks SASL (VH75)	Side Loader	MSW, R, O	New	Freightliner Z106/ Hell Retriever Body	Owned
6 4-Axis FEL Coll Vehicle	Front Loader	MSW, R, O	New	Autocar ACX 84 Chassis/Hell Freedom Body	Owned
7 4-Axis REL Coll Vehicle	Rear Loader	MSW, R, O	New	Autocar ACX 84 Chassis/Hell Durapack 5000 Body	Owned
8 3-Axis REL (185" Wheel Base)	Rear Loader	MSW, R, O	New	Crane Carrier Chassis/Hell F4000 Body	Owned
9 2-Axis REL (128" Wheel Base)	Rear Loader	MSW, R, O	New	Crane Carrier Chassis/Hell F4000 Body	Owned
10 3-Axis SASL (Comm Organics)	Side Loader	O	New	Autocar ACX 84 Chassis/Bridgeport Side Loader Body	Owned
11 3-Axis Roll Offs	Roll-off	MSW, R, O	New	Autocar ACX 84 Chassis/Normal Waste Equipment 22' Body	Owned
12 4-Axis Roll Offs	Roll-off	MSW, R, O	New	Autocar ACX 84 Chassis/Normal Waste Equipment 22' Body	Owned
13 Curt Delivery Trucks	Flat Bed	MSW, R, B,C, Container delivery	New	Freightliner M2-106 22ft w/ HAB Inmate Room	Owned
14 Container Delivery Trucks	Flat Bed	MSW, R, B,C, Container delivery	New	Freightliner M2-106 24ft w/ Liftgate	Owned
15 Box Trucks (Loose Bulky)	Box Van truck	MSW, R, B,C, Container delivery	New	Freightliner M2-106 24ft Box Van w/ Liftgate	Owned
16 Shop Truck GMC 3500	Shop Truck	N/A	New	GMC 3500 HD 1-ton w/ Utility Body, Lift Gate & Compressor	Owned
17 Shop Truck GMC 4500	Shop Truck	N/A	New	GMC 4500 HD 1-ton w/ Utility Body, Lift Gate & Compressor	Owned
18 2018C Hyb 1/2 Ton Pick Ups	Pick-up	N/A	New	GMC 1500	Owned

ATTACHMENT Q ADDITIONAL SERVICES

For Rate Years Eleven (2021) through the remaining Rate Years in the Term, the Charges for additional services specified in Attachment Q shall be adjusted annually in accordance with Attachment K.

The Charges for additional services for Rate Year Ten (2020) shall be the Charges for Rate Year Ten (2020) as determined under the 2009 Franchise Agreement. These are the Charges that will be adjusted as provided in Attachment K of this Agreement to determine the Charges for Rate Year Eleven (2021). For this reason, the dollar values of the Charges are listed herein as "\$[TBD]" where TBD is an abbreviation for "to be determined".

Two additional services are included in this Attachment Q there were not in Attachment Q of the 2009 Franchise Agreement. The two new services are Container Relocation Service and Agency-Specific Reporting for Abandoned Waste Collections. Charges for these services are presented in the table below.

	Service	Reference	Agency-Approved Charge	Description
1	Single-Family Dwelling Backyard Collection Service	Section 5.02.A	See Charges in the table at the end of this Attachment	See Charges in the table at the end of this Attachment
2	Long Distance Service for MFD, Mixed Use, and Commercial Accounts (Note: only applicable to Containers with wheels)	Sections 5.02.B, 5.02.C; and 8.02.B	A – 10% of base monthly Rate of the Collection Rate for each Container requiring Long Distance Service B – 25% of base monthly Rate of the Collection Rate for each Container requiring Long Distance Service	A – Distance greater than 50 feet and less than or equal to 100 feet B – Distance greater than 100 feet Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.

**ATTACHMENT Q
ADDITIONAL SERVICES**

	Service	Reference	Agencies - Approximate Charge	Description
3	Container Relocation Service	Sections 5.02B and 8.02B	A – 12% of base monthly Rate of the Collection Rate for each Container requiring Container Relocation Service B – 27% of base monthly Rate of the Collection Rate for each Container requiring Container Relocation Service	A – Distance greater than 50 feet and less than or equal to 100 feet B – Distance greater than 100 feet Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.
4	On-Call Pick-up for SFD, MFD, Mixed Use, and Commercial Customers	Sections 5.02.A, 5.02.B, and 5.02.C	25% of the base monthly Rate for the size of Container Collected once per week	Per Collection event per Container for Collection requested by Customer
5	Return Trip (SFD, MFD, Mixed Use, or Commercial)	Sections 5.02.A, B, C; 5.03.A, B, C; 5.04.A, B, C	[\$TBD] for SFD [\$TBD] for Commercial, Mixed Use, and MFD	Per Collection event (i.e., request to return and provide Collection service after the Customer failed to properly set out their Container(s) for regularly scheduled Collection)
6	Additional Targeted Recyclable Materials or Organic Materials Cart Service for SFD	Sections 5.03.A and 5.04.A	[\$TBD] per Recycling Cart [\$TBD] per Organic Materials Cart	Per Cart per month (any Cart size). Six month minimum charge required. Includes one-time Cart delivery upon start of service and removal of Cart when service is discontinued by Customer.
7	Additional On-Call Bulky Item Collection	Sections 5.05, 5.06	[\$TBD]	Per Bulky Item Collection event (in addition to the events provided at no charge to Customer pursuant to Section 5.12)

ATTACHMENT Q ADDITIONAL SERVICES

	Service	Reference	Agency-Approved Charge	Description
8	Collect Contaminated Targeted Recyclable Materials or Organic Materials Container	Section 8.03.A and 8.02.F	25% of the base monthly Solid Waste Rate for the size of Container Collected once per week plus Return Trip Fee if applicable	Per Collection event for Container with Contamination Level greater than the maximum level pursuant to Table 1 in Section 6.02.B
9	Lock Service (Key Service)	Section 8.02.B	A – \$[TBD] per usage B – \$[TBD] per usage	Monthly cost: A – Residential Customers B – Commercial Customers
10	Lock Purchase	Section 8.02.B	\$[TBD] per lock	Per lock
11	Overage Service	Section 8.02.G	100% of the base monthly Solid Waste Collection Rate	Per Collection event (after the first two events)
12	Overage Bags Cost	Section 8.02.G	50% of the base monthly Solid Waste Collection Rate or \$[TBD] minimum	Per bag
13	Container Cleaning Service	Section 8.05.D	A – \$[TBD] B – \$[TBD]	A – per Cart B – per Bin or Drop-Box Charge only applies to cleaning or Container exchange in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D

ATTACHMENT Q ADDITIONAL SERVICES

	Service	Reference	Agency-Approved Charge	Description
14	Dirty Cart Replacement (Exchange) Service	Section 8.05.D	A – \$[TBD] B – \$[TBD] C – \$[TBD]	A – per 32 gallon Cart B – per 64 gallon Cart C – per 96 gallon Cart Charge only applies to cleaning or Container exchange in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D
Additional Services for Agency				
15	Additional Confidential Document Destruction Service Event	Section 5.07	\$[TBD]	Per event
16	Additional Compost Material Delivery	Section 5.11	A – \$[TBD] per delivery B – \$[TBD] per delivery	A – "one-way" only delivery by Contractor where Contractor delivers to and unloads compost at an Agency-approved location B – "Round-trip" delivery by Contractor where Contractor delivers compost in a Drop Box to an Agency-approved location and returns at a later time or date to pick up the Drop Box and any remaining compost (charge includes the delivery of and later pick-up of the Drop Box)
17	Community Drop-Off Events	Section 5.13	\$[TBD] per event or day	Per event or day targeting 5,000 households. Does not include disposal or public education expenses.
18	Collection for Agency-Sponsored and Non-Agency sponsored Community Events	Section 5.08	A – \$[TBD] B – \$[TBD] C – \$[TBD]	A – One day event with a projected 2,500 or fewer attendees B – One (1) or two (2) day events with a projected 2,501 to 7,500 attendees per day C – One (1) or two (2) day events with a projected 7,501 to 10,000 attendees per day

ATTACHMENT Q ADDITIONAL SERVICES

Backyard Collection Service Charge for Single-Family Dwellings* (Section 5.02.A)				
Distance from Curb^{mm}	Backyard Charge for Customers with One (1) Solid Waste Cart	Backyard Charge for Customers with Two (2) Solid Waste Carts	Backyard Charge for Customers with Three (3) Solid Waste Carts	Backyard Charge for Customers with Four (4) Solid Waste Carts
Distance <= 50 feet	\$[TBD]	\$[TBD]	\$[TBD]	\$[TBD]
50 < Distance <= 100 feet	\$[TBD]	\$[TBD]	\$[TBD]	\$[TBD]
100 < Distance <= 150 feet	\$[TBD]	\$[TBD]	\$[TBD]	\$[TBD]
150 < Distance <= 200 feet	\$[TBD]	\$[TBD]	\$[TBD]	\$[TBD]
200 < Distance <= 250 feet	\$[TBD]	\$[TBD]	\$[TBD]	\$[TBD]
250 < Distance <= 300 feet	\$[TBD]	\$[TBD]	\$[TBD]	\$[TBD]
300 < Distance <= 350 feet	\$[TBD]	\$[TBD]	\$[TBD]	\$[TBD]
Each additional 50 foot increment over 350 feet	Amount equals the difference between the Charge for 250 to 300 feet and 300 to 350 feet			

* Backyard Collection Service Charges are charges added to the base monthly Rate for Single-Family Collection service, and cover the provision of Backyard Collection Service for all of Customer's Solid Waste, Recyclable Materials, and Organic Materials Carts.

** Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Cart, if there is no curb.

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Attachment R Secretary's Certificate

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The undersigned, being the Secretary of Recology San Mateo County, a California corporation (the "Contractor"), does hereby certify that the following resolution was adopted by the Board of Directors of the Contractor and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

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"RESOLVED, that any officer of the Contractor or Mario Puccinelli be, and hereby is, authorized to execute by and on behalf of the Company, the Amended and Restated Franchise Agreement between the City of San Carlos and Contractor for Recyclable Materials, Organic Materials, and Solid Waste Collection Services, and any and all other agreements, instruments, documents or papers, as he/she may deem appropriate or necessary, pertaining to or relating to such Agreement, and that any such action taken to date is hereby ratified and approved."

Date

Signature

Cary Chen
Secretary

Attachment S
(Note: This is a new Attachment to the Model Agreement.)

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding by and between Recology San Mateo County (Recology) and the South Bayside Waste Management Authority, a California JPA (SBWMA).

A. Recology is the Franchisee for each of the twelve (12) JPA Member Agencies of the SBWMA for the collection of solid waste and recyclables pursuant to Franchise Agreements (the Franchise Agreements) entered into with each respective Member Agency.

B. Article 11 of the Franchise Agreements all provide that the SBWMA shall annually review the Recology Application for an Adjustment to Contractor's Compensation and provide a report to the SBWMA Board of Directors for consideration of a binding vote to approve the recommended Recology compensation for the subsequent rate year.

C. Article 11 of the Franchise Agreements also provides for an Annual Revenue Reconciliation that reconciles the amount owed to Recology compared to the amount retained by Recology for the prior year which generates a surplus or shortfall by agency. It also calculates interest owed to Recology for a shortfall.

D. In 2012 and 2013, the SBWMA Board approved Recology compensation for rate years 2013 and 2014, respectively, that included a reconciliation of:

1. Any surplus paid to Recology and any shortfall owed to Recology by a Member Agency for 2011 and 2012 were included in setting Recology's total compensation for 2013 and 2014, respectively.

2. Recology submitted to the SBWMA an interest calculation for both years which was charged to Member Agencies on any shortfall and credited interest to Member Agencies on any surplus. The SBWMA reports to the Board included this interest charge or credit by Member Agency in both years.

E. Recology and the SBWMA Board have reviewed their prior understanding regarding the payment of interest and reviewed the language and intent of the Franchise Agreements. Commencing with the Recology Application, due in June 2014, for an Adjustment to Contractor's Compensation for 2015, they desire to clarify the process to calculate interest and conform to the intent of the Agreements as follows:

Attachment S

(Note: This is a new Attachment to the Model Agreement.)

1. Any Member Agency that has generated a surplus balance with Recology for 2013 can receive a refund from Recology provided it requests the refund in writing on or before July 31, 2014, provided the surplus balance was generated due to the Member Agency setting rates higher than those recommended by the SBWMA. If it does not request a refund by July 31, 2014, any such surplus will be accounted for in the Recology Application for an Adjustment in Contactor's Compensation for 2015 and applied to the rate setting recommended for 2015.

2. Any Member Agency that generated a shortfall balance with Recology for 2013 will have the shortfall accounted for in the 2013 Revenue Reconciliation and recommended 2015 rates. However, if the shortfall was the result of the Member Agency setting rates lower in 2013 than had been recommended in the SBWMA Report approved by the SBWMA Board, it shall be charged the prevailing interest rate (prime plus 1%) on the shortfall balance delineated in the 2013 Revenue Reconciliation.

3. No interest will be credited to a Member Agency on any surplus balance for 2013 and in all future years. Member Agencies may request by July 31 of each year and Recology will comply with the request for a refund in a reasonable time frame. Any surplus not requested to be refunded will be credited in the next Revenue Reconciliation and applied to the next Recology Application for an Adjustment to Contractor's Compensation.

4. Recology shall not receive any interest on shortfalls in 2014 and in future years unless the Member Agency adjusts its rates below the rate adjustment recommended in the SBWMA Report and approved by the SBWMA Board.

5. Recology shall not receive any interest on shortfalls in 2014 and in future years if the Member Agency notifies Recology of their intent to pay the shortfall balance by July 31 and makes the payment to Recology by September 30.

SBWMA

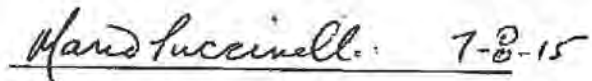


Kevin McCarthy

Date

Executive Director

RECOLOGY



Mario Puccinelli

Date

General Manager