

ATTACHMENT C

COLLECTION SCOPE OF WORK

1. SOLID WASTE

- A. Single Family Residential Premises. Contractor shall collect Solid Waste from Single Family Residential Premises at least once per week on the same day each week. Standard service is one 32-gallon capacity cart or a 32-gallon Customer provided can. Customers may also subscribe for minimum service (one 20-gallon capacity mini-can or a 20-gallon capacity cart) or for additional capacity such as larger carts (64 and 96 gallon capacity) or multiple cans. Solid Waste will not be collected on Saturday or Sundays without the prior permission of the Director.

Standard collection location is curbside. Backyard service is provided to (i) Customers who subscribe to backyard service (and pay an additional charge if required by the City), and (ii) to Customers with physical limitations who qualify for backyard service at standard rates (as described in Section 5F). In both cases, Contractor shall collect Solid Waste in carts (or 32-gallon Customer-provided cans) from an alternative service location (sideyard or backyard within 25 feet from the curb) as requested by the Customer, and which is accessible via a safe pathway. Contractor is not required to enter private garages or other buildings to collect containers.

- B. Multi-Family Residential Premises. Contractor shall collect Solid Waste from Multi-Family Residential Premises a minimum of once per week and up to a maximum of five (5) days per week for cart Customers. Standard service is two 32-gallon capacity cans or a 64-gallon cart.

Contractor shall also collect Solid Waste from Multi-Family Residential Premises in bins a minimum of once per week and a maximum of six (6) days per week on the same day(s) of each week. Solid Waste will not be collected on Sundays without the prior permission of the Director.

Customers may subscribe for minimum service (one 32-gallon can or cart) or for additional capacity such as multiple cans or a variety of carts (32, 64 and 96 gallon capacities) and bins (1, 1.5, 2, 3, 4, 5, 6 and 8 cubic yard capacities) provided that no less than thirty two (32) gallons of capacity are provided for every occupied dwelling unit in the Multi-Family Residential complex.

1. Scheduled Service Drop Boxes and Compactors. Contractor shall allow Customer to use a Drop Box or Compactor for Solid Waste Collection to meet the Customer's disposal needs. In such case, Contractor shall provide Customer with a choice of container capacities ranging from seven (7) to forty (40) cubic yards. Contractor shall offer Customers the option to purchase or lease compactors through either the Contractor or an outside vendor. Regular maintenance of Compactors shall be provided by Customer (or outside vendor) as frequently as needed to keep the

Compactors in good working order and functioning at high compaction levels.

- C. Commercial/Industrial Premises. Contractor shall collect Solid Waste from Commercial and Industrial Customers a minimum of once per week and up to a maximum of six (6) days per week, on the same day(s) of each week. Solid Waste will not be collected on Sundays without the prior permission of the Director.

Standard service is two 32-gallon capacity cans or a 64 gallon cart. Minimum service is one 32-gallon capacity can or cart. For Commercial Customers with space constraints, Contractor shall provide an alternative collection container that is non-breakable, reusable, and weather resistant. Contractor shall work closely with each Customer to determine the best collection service solution that could include multiple pickups per day and in extreme cases going on premises, such as in a closet or back door to retrieve the materials.

Contractor shall also offer Commercial and Industrial Customers the following service options:

1. Individual Cart or Bin Service. Contractor shall provide each Customer with a choice of one or more carts or bins in the same capacities specified in Section 1.B. above.
2. Centralized Cart or Bin Service. Contractor shall allow each Commercial Premises to use carts or bins (in the same capacities as specified in Section 1.B. above) that are shared by the occupants of two or more adjacent Commercial/Industrial Premises. In such case, Contractor shall provide one or more carts or bins as requested by the Customer, provided that no less than one thirty two (32) gallons of container capacity are provided for each Commercial/Industrial Premises.
3. Scheduled Service Drop Boxes and Compactors. Contractor shall allow a Customer to use a Drop Box or Compactor for Solid Waste Collection to meet the Customer's disposal needs. In such case, Contractor shall provide Customer with a choice of container capacities ranging from seven (7) to forty (40) cubic yards. Contractor shall offer Customers the option to purchase or lease compactors through either the Contractor or an outside vendor. Regular maintenance of Compactors shall be provided by Customer (or outside vendor) as frequently as needed to keep the Compactors in good working order and functioning at high compaction levels.

Contractor shall proactively and continually work to "right size" Solid Waste service for Commercial and Industrial Customers. As individual Customers increase recycling and/or add Organics collection, Contractor shall seek opportunities to decrease the container size and/or frequency of Customer's Solid

Waste service in a manner that best meets Customer's needs and at the least cost to Customer.

- D. City Facilities and City-Furnished Public Receptacles. Contractor shall collect Solid Waste from City Facilities a minimum of once per week and up to a maximum of six (6) days per week, on the same day(s) of each week. The location of City Facilities to be serviced; the type, number and capacity of Containers at each location; and the frequency of collection are listed on Attachment D-1.

Contractor shall collect Solid Waste from City-furnished public receptacles a minimum of once per week and up to a maximum of six (6) days per week, on the same day(s) of each week between 4 a.m. and 11:30 a.m. If a receptacle is filled to overflowing, it must be collected more frequently or as requested by Director. Public receptacles to be serviced are listed on Attachment D-2.

Contractor shall maintain the area around each public receptacle by cleaning up and/or collecting any litter or overflowing materials around each receptacle. Contractor shall report any damaged receptacles to the Director immediately and shall identify any receptacle locations that were not serviced (and the reason) to the Director in Contractor's monthly report. Director will notify Contractor when receptacles are added, relocated or removed from service. Contractor shall complete a list of additions, relocations and removals and submit to the Director once every twelve (12) months to verify the current list of receptacles and their locations.

2. RECYCLABLE MATERIALS

Contractor at a minimum shall collect the following Recyclable Materials:

- Corrugated cardboard
- Newsprint
- Mixed paper (including magazines, catalogues, envelopes, junk mail, paperboard, shredded paper, non-metallic wrapping paper, Kraft brown bags and paper, paper egg cartons, office ledger paper, self stick notes, and telephone books)
- Hard cover books
- Glass containers
- Aluminum beverage containers
- Small scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two feet in any dimension for any single item)
- Steel including "tin" cans and small scrap (not exceeding forty (40) pounds in weight nor (2) two feet in any dimension for any single item)
- Bimetal containers
- Mixed plastics (including plastic bags, plastic film, plastic containers (#1-7) and bottles including containers made of HDPE, LDPE, PET, or PVC)
- Milk and juice containers

- Rigid plastics (kids toys, buckets, etc),
- Electronic waste peripherals (including printers, key boards, lap tops and printer cartridges)

In addition to Recyclable Materials placed in carts, Contractor shall also collect the following materials when they are set out adjacent to the recycling cart:

- Used motor oil placed in a clear, one-gallon plastic container with a tight-fitting lid,
- Used motor oil filters placed in tear-resistant bags,
- Household batteries placed in a bag,
- Scrap metal (toaster-size or smaller) placed in a box; and
- Cell phones

- A. Single Family Residential Premises. Contractor shall collect Recyclable Materials from all Single Family Residential Premises once per week, on the same day that Solid Waste is collected. Standard service is one 64-gallon capacity cart. Standard collection location is curbside. Customers may request carts in other sizes including 32 gallon or 96 gallon cart capacities. Backyard service is provided to (i) Customers who subscribe to backyard service (and pay an additional charge if required by the City), and (ii) to Customers with physical limitations who qualify for backyard service at standard rates (as described in Section 5F).

Contractor shall collect additional Recyclable Materials placed by Customers in biodegradable containers (e.g., Kraft paper bag or cardboard box) next to the cart, provided such containers do not weigh more than 60 pounds each.

- B. Multi-Family Residential Premises. Contractor shall collect Recyclable Materials from Multi-Family Residential Premises a minimum of once per week and up to a maximum of five (5) days per week for cart Customers on the same day of the week as Solid Waste is collected.

Contractor shall also collect all Recyclable Materials and may collect source separated cardboard (as appropriate) from Multi-Family Residential Premises in bins a minimum of once per week and a maximum of six (6) days per week on the same day(s) of each week. Recyclable Materials and source separated cardboard will not be collected on Sundays without the prior permission of the Director.

Standard service is one 96-gallon capacity cart. Customers may request a 64-gallon or 32-gallon capacity cart. Customers may also request additional carts or bins (1, 2, 3, 4, 5, 6 cubic yard capacities).

Contractor shall purchase and distribute one 6-gallon “recycling buddy” container to each residential unit in Multi-Family Residential Premises by October 1, 2009. The purpose of the “recycling buddy” is to facilitate residents’ storing of Recyclable Materials and transporting them to the centralized carts or bins for

each building. The recycling buddy program is subject to City approval including type of container, how it will be distributed and to whom, replacement requirements, and education material to be distributed with container.

- C. Commercial/Industrial Premises. Contractor shall collect all Recyclable Material (including wooden pallets) and may collect source separated cardboard (as appropriate) from Commercial/Industrial Premises a minimum of once per week and up to a maximum of six (6) days per week. Recyclable Materials and source separated cardboard will not be collected on Sundays without the prior permission of the Director

Standard service for Recyclable Materials is one 96-gallon capacity cart. Customers may request up to five (5) carts (96 gallon capacity) or one four (4) cubic yard bin for no additional rate. The standard service for cardboard is a 4 cubic yard bin. Additional carts or bins (1, 2, 3, 4, 5, 6 cubic yard capacities) may be requested. For Commercial Customers with space constraints, Contractor shall provide an alternative collection container that is non-breakable, reusable, and weather resistant. Contractor shall work closely with each Customer to determine the best collection service solution that could include multiple collections per day and in extreme cases going on premises, such as in a closet or back door to retrieve the materials.

For Commercial Customers that have a significant amount of cardboard and the space for an additional bin, Contractor will provide Customers with a bin for Recyclable Materials and a bin for source separated cardboard. Contractor will provide Customers recycling source separated cardboard with slotted bins in 4 cubic yard capacity with a Contractor provided auto-bar-lock system.

Contractor shall also collect Recyclable Materials and cardboard from shared, slotted and locked bins used by multiple Commercial Customers.

Pallets will be collected at least once per week Monday through Friday. The pallets will be loaded onto the truck and secured for delivery to the City approved processing facilities.

- D. City Facilities, City-Furnished Recycling Containers, and Parks. Contractor shall collect Recyclable Materials from City Facilities a minimum of once per week and up to a maximum of six (6) days per week. The location of City Facilities to be serviced, the type, number and capacity of Containers at each location, and the frequency of collection are listed on Attachment D-1.

Contractor shall collect Recyclable Materials from public receptacles a minimum of once per week and up to five times per week Monday through Friday from all downtown locations as listed in Attachment D-3.

Contractor shall provide on-call collection and ensure recycling of plastic bags containing polystyrene and plastic film at City Hall and shall clean up the area

surrounding their storage location so that it is clean and free of any overflowing material. Film plastics are collected in a rack holding 32 gallon bag. Polystyrene is collected from Contractor provided bags, approximately 52"x 48"x88" in size and a minimum thickness of 3 mil. Contractor shall supply and replace the bags when needed.

Contractor shall collect Recyclable Materials at City parks a minimum of once per week and up to five days per week, Monday through Friday. The location of City parks and current service is listed in Attachment D-1.

3. YARD TRIMMINGS & ORGANIC MATERIALS

Contractor at a minimum shall collect the following materials as Yard Trimmings:

- Grass clippings
- Plant trimmings
- Tree trimmings
- Leaves
- Shrubs
- Ivy
- Succulents/ice plant
- Flowers
- Branches and stumps

The following materials shall not be accepted as Yard Trimmings:

- Plastic bags
- Trash, rubbish, metal
- Dirt, sod, rock, tan bark
- Construction lumber
- Branches over 6 inches diameter or 4 feet in length
- Bamboo, pampas grass
- Palm, yucca, flax
- Cactus, poison oak
- Food scraps, fruit and vegetables
- Manure

Contractor at a minimum shall collect the following materials as Organics:

- Yard Trimmings
- Food scraps (meat, poultry, fish, shellfish, bones, eggs, dairy products, fruits, vegetables, bread, dough, pasta, grains, coffee grounds, filters, tea bags),
- Compostable paper (kitchen paper towels, paper napkins, uncoated paper take-out containers, pizza delivery boxes, waxed cardboard and paper, uncoated used paper cups and plates, tissues, and other food contaminated paper such as ice cream cartons and frozen food boxes),

- Compostable plastics,
- Compostable plastic bags,
- Plants, grass, leaves, plant trimmings, flowers, crates, landscape vegetation, sod,
- Untreated wood, wood chips, wood wastes, sawdust, and

The following materials will not be accepted as Organics:

- Dirt, rocks, soil
- Painted and treated wood
- Plastic plates and utensils
- Plastic bottles
- Plastic wrap
- Plastic bags
- Coated containers
- Glass bottles
- Metal
- Burlap
- Corks
- Wire
- Rubber bands
- Styrofoam
- Latex gloves
- Grease
- Soda cans
- Foil
- Hazardous waste
- Pet waste

- A. Single Family Residential Premises. Contractor shall collect Yard Trimmings from all Single Family Residential Premises once per week on the same day of the week that Solid Waste and Recyclable Materials are collected. Standard service is one 96-gallon capacity cart. Customers may request up to two (2) additional 96-gallon carts at no additional rate for a total of three carts. Customers with space constraints may request carts in other sizes (32 gallon or 64 gallon). Contractor shall supply and service additional carts, beyond the standard three carts, and shall notify Director of such requests. City may bill the Customer for additional carts.

Contractor shall collect additional Yard Trimmings placed by Customers in cans, a tied bundle or biodegradable container (e.g., Kraft paper bag or cardboard box) next to the cart, provided such bundles/containers do not weigh more than 60 pounds each and do not exceed 2 feet by 4 feet by 4 feet (or equivalent).

Contractor shall also collect Holiday trees that are placed curbside in or next to yard trimmings cart up to four weeks after Christmas Day.

Standard collection location is curbside. Backyard service is provided to (i) Customers who subscribe to backyard service (and pay an additional charge if required by the City), and (ii) to Customers with physical limitations who qualify for backyard service at standard rates (as described in Section 5F).

- B. Multi-Family Residential Premises. Contractor shall collect Yard Trimmings and Organics from Multi-Family Residential Premises a minimum of once per week on the same day that Solid Waste and Recyclable Materials are collected up to a maximum of six (6) days per week. Standard service is one 96-gallon capacity cart. Organics are collected curbside, or near the Recyclable Materials carts, depending on the configuration of the Multi-Family Residential complex. Contractor shall provide carts or bins in the same capacities specified in Section 1.B. above. Customers with space constraints may request carts in other sizes (32 gallon or 64 gallon), up to a total of three carts. Contractor shall also collect Holiday trees placed for collection up to four weeks after Christmas Day.
- C. Commercial/Industrial Premises. Contractor shall collect Yard Trimmings and Organics from Commercial/Industrial Premises a minimum of once per week up to a maximum of six (6) days per week. Standard service is one 96-gallon capacity cart. Contractor shall provide carts or bins in the same capacities specified in Section 1.B. above. Customers may request carts in other sizes (32 gallon or 64 gallon), up to a total of three carts for no additional fee. For Commercial Customers with space constraints, Contractor shall provide alternative collection containers that are non-breakable, reusable, and weather resistant.
- D. City Facilities. Contractor shall collect Yard Trimmings and Organics from all City facilities a minimum of once per week up to a maximum of six (6) days per week. The facilities are identified in Attachment D-1. The Director may adjust, by adding or deleting, the number of City facilities receiving services and the level and frequency of service.

4. DROP BOX SERVICE

- A. Unless otherwise directed by the Director, Contractor shall deliver all drop boxes within 24 hours of Customer's order, or on the same day if Customer calls before 11:30 AM, and shall remove drop boxes within 24 hours of Customer's request for removal or on the same day if Customer calls before 11:30 AM. If Customer calls in after 11:30 AM on Saturday, then the box will be delivered by 11:30 AM the following Monday.
- B. On-Call Solid Waste Drop Box Service. Contractor shall provide drop boxes on an on-call basis to Customers within the City in the following sizes: 7, 15, 20, 30 & 40 cubic yards.

- C. Scheduled Solid Waste Drop Box Service. Scheduled weekly service shall be one, two or three times per week in the following sizes: 15, 20 & 30 cubic yards.
- D. Single-Source Separated Recyclable Drop Box Service. Contractor shall provide drop boxes on a scheduled and on-call basis to Customers within the City in the following sizes: 7, 15, 20, 30 & 40 cubic yards. Single-source separated materials are Recyclable Materials that can be directly taken to a processing facility for the purpose of recycling or composting.
- E. Yard Trimmings Drop Box Service. Contractor shall provide drop boxes on a scheduled weekly service one, two or three times per week in the following sizes: 15, 20 & 30 cubic yards.
- F. Construction and Demolition Debris Recycling. Contractor shall provide drop boxes on an on-call basis to customers within the City in the following sizes: 7, 15, 20, 30 and 40 cubic yards for the purpose of recycling C&D materials. The 7 cubic yard container will be available for the collection of inert materials only. The Contractor shall differentiate the C&D Recycling drop boxes from the Solid Waste drop boxes with unique signage installed on the container identifying it as a C&D Recycling drop box. This unique signage shall be approved by the Director prior to being used by the Contractor.

Contractor shall deliver all C&D boxes to the processing facility identified in Articles 5 and 6. Both facilities have exclusions for putrescible, hazardous and liquid wastes. Loads accepted by either facility shall be diverted to the Sunnyvale SMaRT Station for Disposal if the box contains more than twenty-five percent (25%) putrescible waste or materials that are not recovered at these facilities, including pressure treated lumber, construction insulation or Styrofoam.

Contractor shall assist the City with the issuance of charges related to Customer requested C&D recycling in drop boxes. The price of the C&D drop box service will be \$125, or as determined by Council, more than a regular refuse drop box; however, if the C&D debris placed in the box does not exceed twenty-five (25%) contamination (determined by the processing facility), the customer shall receive a “rebate” of \$125, thus causing no increase in cost to the customer to recycle C&D debris.

Contractor shall issue, or inform the City to issue, a “rebate” to customers for C&D loads received if the debris placed in the box does not exceed twenty-five percent (25%) putrescible waste or materials that are not recovered at these facilities, including pressure treated lumber, construction insulation or Styrofoam.

For Customers with a City refuse account Contractor shall notify the City within 24 hours to issue the rebate to Customers.

For Customers without a City refuse account who will pay Contractor, Contractor shall return the rebate to the Customers within 7 days after the box has been delivered to and accepted by the processing facility. Contractor shall generate work orders for each drop box provided to Customers and provide to the City a monthly credit for all monies retained. Contractor shall submit to the City monthly reconciliations of proceeding month's rebates and actual monies retained.

Contractor shall provide all customers who order C&D recycling boxes and whose boxes are accepted by the processing facility, whether or not they have refuse accounts with City, with a receipt showing the date the box was serviced, the size of the box, its weight, the address from which it was collected and verifying the box was accepted by the C&D processing facility. If the box was rejected by the C&D processing facility, no receipt is to be issued.

- G. C&D Discount Coupons. Contractor shall offer a discount coupon to City residential customers for disposal of materials at the Zanker Material Processing Facility (ZMPF) or at the Zanker Road Resource Recovery Operations and Landfill (ZRRROL). The Director approved coupon shall be mailed annually to each City residential customer, providing a ten percent discount from the posted gate rate on all incoming materials. Yearly, both ZMPF and ZRRROL shall provide a report to the Director on the number of coupons redeemed by customers from the City.
- H. C&D Diversion Documentation. Contractor shall support building contractor's pursuit of Leadership in Energy and Environmental Design (LEED) certification. Upon request, Contractor will provide building contractors with documentation of the total diversion rate for ZMPF/ZRRROL mixed and source separated C&D drop boxes. As requested and as is feasible, Contractor will also provide supporting documentation to support the diversion rate by work order.

5. SPECIAL SERVICES

- A. Hard to Service Areas. Some Single-Family Residential Premises and Multiple-Family Residential Premises cannot be serviced by standard collection vehicles. A premise may be considered a "Hard to Service Area" if one or more of the following conditions occur on a routine basis: a) Limited access on private streets or alleys; b) Physical conditions such as narrow roadways make use of standard collection vehicles unsafe or create the potential for damage to property and equipment and/or c) Containers to be collected are located more than 25 feet from the face of the curb or alley way. The following challenges shall not be considered a hard to service area: a) Temporary street closure or b) Any public street or alley. As of October 2008 there are 29 existing Hard to Service Areas, shown in Section 10.
- B. Household Hazardous Waste Events. Contractor shall provide a Solid Waste 30-cubic yard capacity drop box for up to 12 HHW events per year. Typically these

events are scheduled for the first Saturday of each month and are held in a City-designated location. Contractor shall deliver the box to the designated location no sooner than the afternoon of the day preceding the event and no later than 6 a.m. on the day of the event. The box will be picked up no later than 10 a.m. on the first business day following the event and delivered to an appropriately permitted disposal facility.

In addition, Contractor shall provide two recycling bins (4-cubic yard capacity) for cardboard to each event. These bins will be delivered and picked up within the time limits specified in the preceding paragraph. Bins will be delivered to the Designated Recycling Facility.

- C. On-Call Recycling Cleanout Service. Contractor shall provide Commercial/Industrial Premises and public and private schools collection of excess Recyclable Materials on a scheduled on-call basis Monday through Saturday. Only Recyclable Materials are to be placed into the recycling bins. Contractor shall notify Customer if non-Recyclable Material in a bin exceeds ten percent (10%) by volume and may assess a City-established rate to Customer for contamination.

Contractor shall supply a minimum of two recycling bins (2 cubic yard capacity each) for this program. Bins will be made available on a first-come, first-serve basis or as requested by the City. Commercial businesses and school officials may call to reserve a date for the bins to be delivered and collected. Bins may be reserved for up to five (5) business days per calendar year, per Customer. Contractor shall empty the bins up to once per day, within 24 hours of notification that the bin is full. Bins are required to be delivered, serviced, and removed only on business days.

Contractor shall provide locks on these bins and shall provide the Customer with a key.

- D. Annual On-Call Community Clean-Up Program

The following types of materials will be accepted for collection:

- Up to four (4) Bulky Items per collection for reuse or recycling, Additional Bulky Items may be collected at City-established rates.
- Large amounts of Recyclable Materials, Yard Trimmings, cardboard, furniture (such as a sofa, chair, desk, table, mattress, box springs, patio furniture); appliances (such as a stove, dishwasher, washer or dryer, water heater, microwave oven); toilets, sinks, other porcelain products, shipping crates, containers, bicycles, suitcases, barbecues, swing sets, tools, toys, bundled branches, Electronic Waste and other items the size or weight of which precludes collection during regularly scheduled collection services.

- Tree trimmings and branches cannot exceed 4 inches in diameter, or be longer than 6 feet. No single item can weigh more than 200 pounds. Hazardous waste will not be accepted.
- Excess Solid Waste from only the Single Family Residential Premises.

Contractor shall collect all recyclable and reusable items set out by Customers and transport the materials to the designated processing facility identified in Attachment E. Reusable materials will be maintained separately and clean. Contractor shall develop a community reuse and recycling area at the designated processing facility that will allow regional non-profit entities and the general public to take any items for reuse at no charge. Items will be stored for a period not to exceed 48 hours.

Contractor will make every effort to promote the reuse of bulky items. Items that are not selected for reuse will be recycled as applicable. Items that cannot be recycled will be disposed. Contractor shall maintain records of materials collected, reused, donated, recycled or disposed and report to the Director on a monthly basis.

1. Single Family Residential Premises. Contractor shall provide each Single Family Residential Premise Customer collection of excess Solid Waste, Recyclable Materials and Yard Trimmings one time each calendar year upon request. These materials will be collected on a pre-scheduled basis on the same day that regular Solid Waste Collection is provided. All materials listed above in section 5D will be accepted for reuse or recycling in addition to excess Solid Waste.

Customers must contact the Contractor's Customer Service Representative (CSR) at least one week in advance to schedule a collection. The CSR will ask the Customer a series of questions to determine the type and size of items to be placed out for collection. The appropriate collection vehicle will be scheduled to collect the materials.

2. Multi Family Residential Premises. Contractor shall provide each Multi Family Residential Premises collection of excess Recyclable Materials and Yard Trimmings one time each calendar year upon request. These materials will be collected on a pre-scheduled basis. Customers must contact the Contractor's CSR a least one week in advance to schedule a collection.

All materials listed above in section 5D will be accepted for reuse or recycling with the exception that excess Solid Waste shall not be collected as part of this program.

3. Commercial Premises. Contractor shall provide each Commercial Premise collection of excess Recyclable Materials and Yard Trimmings one time each calendar year upon request. These materials will be collected on a pre-scheduled basis. Customers must contact the Contractor's CSR a least one week in advance to schedule a collection.

All materials listed above in section 5D will be accepted for reuse or recycling with the exception that excess Solid Waste shall not be collected as part of this program.

Contractor shall utilize outreach efforts as described in Section 9 below, to educate Customers about the Annual On-Call Community Clean-Up Day Program.

- E. Special Events. Contractor shall provide Solid Waste, Recyclable Materials, and Organics collection, including delivery and removal of containers, carts, bins and drop boxes, for 16 special events per calendar year for no additional compensation. Contractor shall provide collection to additional special events (above 16) for the compensation shown in Attachment N-1. The number and size of containers shall be sufficient to allow convenient collection of Solid Waste, Organics, and Recyclable Materials for event participants. If the City's Event Coordinator determines that additional containers are necessary, Contractor shall promptly deliver the requested additional containers. Carts shall be consistent in appearance with curbside carts, and shall have special lids with drop in slots that minimize contamination. Contents of containers from special events shall be delivered to the Designated Processing Facility. The carts, bins and boxes shall be delivered the morning of the event, placed with direction from City's Event Coordinator, and removed by the end of the day of the event.
- F. Physical Limitations Program. Contractor shall provide weekly backyard/side yard collection of Solid Waste, Recyclable Materials and Yard Trimmings from Single Family Residential Premises whose occupants are physically limited. Contractor shall administer and coordinate the application and approval process.

Participation in this program requires completion and approval of an application and submission of proof of physical incapacity by a physician or other licensed medical professional. Contractor shall issue (through mail, electronic mail or fax) City-approved application to Customers requesting to participate in the Physical Limitations Program. Contractor shall, if necessary, schedule an appointment for a Customer Service Representative (CSR) to meet with Customer to determine the appropriate size containers for Customer, the specific service location for the containers, and confirm Customer does not have assistance in moving containers to curbside for collection. City may review all applications that have been denied and the City may reverse Contractor's decision.

Customers in the Physical Limitations Program will receive the standard size carts for both Recyclable Materials and Yard Trimmings. Customers that have narrow

gates or space limitation may have smaller sized carts. Service will be limited to one container each for Recyclable Materials and Yard Trimmings. Solid Waste will be collected in Customer provided cans. Contractor may renew the application process on an annual basis, by sending the renewal application to existing Physical Limitations Program Customers with a letter explaining the renewal process.

G. Other Collection Related Services

1. Performance Audits. City may annually conduct performance audits to review Contractor's compliance with standards. Contractor shall assist and cooperate during this two-week audit period and shall provide City with requested records.
2. Route Audits. City will have the right to perform route audits. Contractor shall ensure service records are correctly billed and reported to City. Contractor shall cooperate as needed with the City during route audits and correct all errors found within two (2) workdays.
3. Waste Generation/Characterization on Single Stream Recycling Materials with the breakdown of materials listed in the first paragraph of Section 2. Contractor shall annually conduct two waste characterization studies of City's single stream recycling materials being delivered to the processing facility from multiple routes and/or vehicles. The City will approve methods used, materials types studied, routes, vehicles, dates, and times of studies. Contractor shall allow City staff to observe studies, on request.
4. Waste audits for Green Business Certifications. Contractor shall conduct a minimum of 12 waste audits each calendar year to survey Commercial, Multi-Family Customers, City Facilities and/or schools when requested by the City. Contractor shall conduct or assist City with Customer's on-site waste assessments consisting of basic waste characterization and evaluation (sorting waste by category) of Customer's Solid Waste, Recyclable Materials, Yard Trimmings and Organics (as applicable) at Customer sites or City-designated facilities. Assessment consists of visually observing and documenting (photos, written summary and classification of materials)

The audit consists of sending a Contractor's empty truck to collect the Solid Waste Container(s) from the selected business and delivering the Solid Waste to a location designated by the City. If the business has Solid Waste service 5 times per week, then Contractor shall provide the survey service daily for 5 days.

5. Program evaluation audits. Contractor shall periodically conduct audits of the Single-Family Residential, Multi-Family Residential, City Facilities, and Commercial sectors to provide a breakdown of Solid Waste,

Recyclable Materials, Yard Trimmings and Organics Collection programs by each Customer sector. Contractor shall perform up to five days of route auditing each calendar year.

- 6 Customer Public Opinion Surveys. The City may conduct public opinion surveys to assess Customers' satisfaction level with collection services being provided by Contractor. Contractor shall assist the City in developing such surveys. The Contractor shall respond to any Customer inquiries or complaints that arise from the survey.

H. General Collection Requirements

1. Holidays. Regular collection schedules need not be maintained on the following holidays: January 1, the fourth Thursday of November, December 25, and any other holidays mutually agreed by the parties. In years when these holidays fall on a regular collection day, the collection schedule for subsequent days of the week shall be moved to the following day that is not a Sunday. Contractor shall notify Customers of holiday schedule changes by written notice two (2) weeks prior to the holidays and by placing public announcements in a newspaper of general circulation in the City one (1) week prior to holidays.
2. Change of Collection Days. Contractor shall obtain approval from Director prior to any change of collection day(s). Such approval shall not be unreasonably withheld by City provided; however, that collection day may be changed no more than once per year. In the event that Contractor requires a change in collection day(s), Contractor shall notify Customers affected by such change through a City-approved written notice and public announcement in a newspaper of general circulation in City. Contractor shall notify each affected Customer not less than thirty (30) days before Contractor changes any regularly scheduled collection day. Contractor shall send written notice of any such proposed change to the Director thirty (30) days before the day on which the Customer is notified. In the event that City requires a change in collection day(s), City shall notify Customers in the same manner listed above
3. Contractor shall work with the City to create an opt-out process and form for Customers unable to participate in the recycling programs under special circumstances such as space limitations.
4. Contractor shall direct its employees to collect Solid Waste placed for collection in amounts that exceed the Customer's subscription level up to two (2) times per calendar year. Contractor shall notify Customer each time that it has collected excess Solid Waste and shall provide the Director a copy of these notices. Customers who place excess Solid Waste for collection three (3) or more times in a calendar year may be billed an extra charge or required to subscribe for additional collection service.

Contractor shall notify City of the third and subsequent incidents and retain (and provide upon request) documentation in the form of a photograph in order that City may issue the bill or require the Customer to change its subscription level.

5. If, within seven (7) days of notice from City that an unoccupied Multi-Family Residential, Commercial or Industrial Premises has been occupied, or that a change of ownership of an occupied premise has occurred, the Contractor has not received a request to initiate or continue Solid Waste collection service, Contractor shall provide written notice to the owner of the Premises that weekly collection of Solid Waste is required by City ordinance. Contractor shall, at the same time, send a copy of such notice to the City.
6. Non-collection Tags. If Contractor does not collect Solid Waste, Recyclable Materials, Organics or Yard Trimmings containers that are placed for collection, Contractor shall leave a waterproof tag(s) attached to the container or the uncollected item(s), clearly specifying the reason(s) for non-collection, e.g., Hazardous Waste, contamination (in Recyclable Materials and Yard Trimmings containers), excessive weight, etc. The tag shall be securely affixed to the container in a prominent location. Contractor shall also notify Commercial Customers of non-collection via telephone.

The driver shall send the data electronically to Contractor's office by using the on-route GPS system attached to the vehicle. Contractor shall maintain a record of all incidents of non-collection to be submitted monthly to the Director. The record shall include: date, address, reason for non-collection, and disposition of uncollected material. The records shall be maintained for the Term and shall be made available for inspection by the Director on request.

Tags are to be at least 3" x 6," printed on weather resistant plasticized paper with a cut out which allows them to be hung on the handle of the cart, or can. Each tag specifies the reason service was disallowed, or provides information for proper storage of carts and cans as well as providing a contact phone number. The design, information, size, and color of tags must be authorized by the Director prior to Contractor ordering or purchasing.

7. If the Contractor encounters drop boxes from other private companies collecting Solid Waste within the City, Contractor shall take a picture of the box and its contents and shall post on the box a City-approved violation notice informing the owner of the box, and the company delivering it, of the Palo Alto Municipal Code's prohibition. Contractor shall also attempt to contact the violator by telephone to inform it that notice has been posted and that the box must be removed. Contractor shall

report violations to Director within 24 hours after notice is posted on the box. Upon City request, the Contractor shall remove and impound violator's box.

If Contractor is sued by the owner of a box which the City has directed Contractor to impound, the City will reimburse Contractor for its attorneys fees and other out-of-pocket costs reasonably incurred in defending that suit. Contractor will be responsible for physical damage to a box or to third parties which occurs while Contractor is moving box.

6. RECYCLING CENTER OPERATION

A. Operation

Contractor shall receive, sort, consolidate, process, transport and market Recyclable Materials accepted at this location. Contractor shall keep and maintain the Recycling Center in clean, neat, and safe conditions at its sole cost and expense.

1. Accepted Materials shall include, but not be limited to, the following:

- Single stream curbside recycling materials as identified in the first paragraph of Section 2
- Blueprints
- Scrap metal
- Cooking oil
- Mattresses
- Large appliances
- Plastic bags
- Books for reuse
- Reuse materials for collection by the Goodwill Industries trailer
- Electronic waste (such as computers, computer monitors, televisions and other video display devices) for collection by the Goodwill Industries trailer
- Aseptic packaging such as milk cartons or juice boxes

Household hazardous waste including:

- Used motor oil
- Anti-freeze
- Oil filters
- Automobile and household batteries
- Fluorescent light tubes (in a contractor supplied shed)

Contractor shall handle major appliances such as:

- Washer or dryer
- Refrigerator or freezer
- Water and space heaters
- Furnace or boiler

- Air-conditioner or dehumidifier
 - Trash compactor
 - Oven, stove, or microwave
2. Removal of Regulated Materials. Contractor shall remove or subcontract to remove the following regulated materials from the appliance wastes:
 - Mercury, found in switches and temperature control devices
 - Used oil, from compressors and transmissions
 - Chlorofluorocarbons (CFCs)
 - Hydro chlorofluorocarbons,
 - (Huffs), and other non-CFC replacement refrigerants injected in air-conditioning/refrigerant units
 - All metal-encased capacitors
 - Any parts that contain encapsulated polychlorinated biphenyls (PCBs) or Di-ethylhexylphthalate (DEHP)
 - Any other material that is a regulated hazardous waste.
 3. Certificate of End Use. Collector shall obtain a certification of end use from the purchaser establishing that the materials have been properly reused, recycled or properly disposed.
- B. Employees at the Facility. Employees' responsibilities shall include, but not be limited to the following:
- Daily cleaning of motor oil container and surrounding area,
 - Loading of composting bins, CRTs and tires upon request by Customers or City,
 - Maintaining all surrounding areas clean and organized
 - Shrink wrapping pallets with CRTs
- C. Marketing Reuse and Recycling Materials. Contractor shall ensure all materials received at this operation are either reused or recycled. No material shall be disposed at any landfill without prior written approval from the Director. Contractor shall store all materials to protect against theft, deterioration, contamination or other damage
- D. Right to Enter and Inspect Recycling Center. City shall have the right, but not the obligation, to observe and inspect all of the Contractor's operations related to the Recycling Center. City may enter the Recycling Center during operating hours, speak to any of Contractor's employees, response to inquiries, and receive cooperation from such employees. In addition, upon reasonable notice and without interference with Contractor's operations, City may review any of Contractor's operational and business records related to the Recycling Center. Upon request by the City, Contractor shall make specified personnel available to accompany City employees on inspections.

- E. Permits/Regulations/Laws. Contractor shall maintain and operate the Recycling Center in accordance with all laws and regulations relating to hazardous, universal and appliance wastes including but not limited to:
- Contractor shall develop and implement a hazardous waste business plan in accordance with Palo Alto Fire Department requirements,
 - Contractor shall perform weekly inspections of these hazardous and universal waste storage areas and document leaks, spills or unsafe conditions,
 - Contractor shall consolidate oil filters with a compressor into 55 gallon steel drums for shipment,
 - Contractor shall consolidate household batteries in drums until the City coordinates the collection of the drums on a monthly basis,
 - Contractor shall consolidate fluorescent lights until the City coordinates the collection of the lights on a monthly basis,
 - Contractor shall coordinate the collection with the City's oil, oil filter, antifreeze and vehicle battery disposal contractors before the Recycling Center's storage capacity for those wastes is exceeded,
 - Contractor shall operate the Recycling Center as a Certified Appliance Recycler in accordance with Public Resources Code (PRC), chapter 3.5, section 42160 et seq. and in the California Health and Safety Code (HSC), chapter 6.5, section 25211 et seq.

7. CONTAINER REQUIREMENTS

- A. Contractor shall provide all carts, bins, Compactors, and drop boxes with the following exceptions:
1. The City purchased carts as needed to supply services prior to July 1, 2009 as quantified in Attachment F. Those carts shall remain in service. The Contractor shall provide replacements for carts that need to be replaced during the Term, additional carts needed to meet Customer requests, or new or expanded programs requiring additional carts.
 2. Customers will be allowed to purchase bins and Compactors as requested as long as they meet the requirements of the Contractor. Customers will be allowed to purchase carts from the Contractor at City-designated rates.
 3. Contractor-provided Containers shall be designed and constructed to be watertight and prevent the leakage of liquids. All Containers shall be maintained in a safe, serviceable, and functional condition.
- B. Receiving and Delivery
1. Contractor shall be responsible for the complete assembly of all carts.

2. Contractor shall be responsible for all labor related to cart deliveries from the cart manufacturer, unloading, storing, cleaning and repairing carts as needed.
3. Contractor shall provide the Director with proof of delivery indicating the vendor, date, sizes and quantity of carts.

C. Exchange Policy

1. Contractor shall prevent damage to carts by unnecessary rough treatment. Any cart damaged by Contractor shall be replaced by Contractor, within five (5) Business Days.
2. Each Customer shall be entitled to the replacement of one (1) lost, destroyed, or stolen cart per calendar year at no cost to the Customer or City. Upon notification to Contractor by the City or a Customer that the Customer's cart has been stolen or that it has been damaged beyond repair through no fault of Contractor, Contractor shall deliver a replacement cart to such Customer within five (5) Business Days of the date of notification.
3. Within seven (7) Business Days of notification to Contractor by the City or a Customer that a change in the size of a cart is required, Contractor shall deliver such cart to the Customer, and remove the cart that is being replaced. Each Customer shall be entitled to receive one (1) free cart exchange each calendar year. Contractor shall provide additional cart exchanges upon request of Customer for an additional fee at rates established by City.

D. Cart Return Placement Requirement

1. Carts are to be positioned curbside while keeping the sidewalks clear. A minimum of 36-inches of sidewalk clearance is required by law for safe pedestrian passage.
2. On rolled curbs, carts are to be placed on the back portion of the sidewalk leaving a 36-inch minimum clearance on the sidewalk.
3. On regular curbs and in areas with planting strips, carts are to be placed on the curb.
4. Carts shall not be placed on the gutter or on the street.
5. Contractor shall be consistent in the placement of the carts on each route (i.e., always place containers either on the curb or on the back section of the sidewalk so that pedestrians do not have an obstacle course to walk through).
6. ADA clearance supersedes anything else (i.e., when there is a wall, sidewalk and a planting strip with plants and there is no place for the carts except the gutter/street, then place on the street.).
7. Requests for exceptions to these placement requirements may be presented to the City for approval.

E. Drop Box Placement Requirements

Placement of drop boxes in the City right-of-way can cause negative impacts to the neighborhood, including visibility and safety hazards to the public. The preferred placement location is on private property, such as the driveway. If the placement of drop boxes must be in the City right-of-way (in the street next to the curb), Contractor shall notify the City prior to such placement with placement and removal dates.

Placement Guidelines:

1. The drop box must be located in front of Customer's property. If the drop box cannot be located directly in front of Customer's property and needs to be located in front of another property, a signed consent must be provided from the occupant of that property. A standard consent form is available from the City.
2. The placement of the drop box must maintain access for City for any work required to maintain public facilities located within or adjacent to the Customer's property. This includes, but is not limited to, utility facilities and City street trees.
3. In areas where no curb exists, the drop box must be placed completely off of the paved portion of the street.
4. The drop box shall not be placed in the following areas:
 - a. In a no-parking, handicap space, loading or other time-limited zone
 - b. Within 6 feet from any driveway (including Customer's)
 - c. In a location where visibility is impaired for either vehicular, bicycle or pedestrian traffic
 - d. In a location that blocks a bike lane
 - e. In a location that blocks a bus stop
 - f. Within 15 feet from a crosswalk or crossing area, marked or unmarked
 - g. Within 15 feet from a fire hydrant
 - h. Where it obstructs regulatory signage
 - i. In a location where it may cause damage to city street trees
 - j. In any location that interferes with an adjacent property owner's ability to full and safe access to the public right-of-way
 - k. On streets with two-way traffic and parking on both sides that are less than 36 feet wide, measured from curb face to curb face.

This list is not all-inclusive and other factors or situations may be considered in denying a location for placement of the container.

5. The drop box may be placed on the street for up to two months.

F. Locks

1. Contractor shall provide locks for carts, bins and/or drop boxes as requested by City or Customer, at a rental rate established by City. Contractor shall keep an adequate supply of locks available at all times.
2. Contractor shall purchase all new locks that have been approved by Director prior to July 1, 2009.

3. Contractor shall provide auto-bar-lock systems for bins, when requested by Customer.

G. Cleaning Requirements.

1. Contractor shall be responsible for steam cleaning all Containers before delivery to Customers, when appropriate or when requested by City to present a clean and an aesthetically pleasing appearance.
2. Contractor shall offer additional cleaning of Containers upon request by Customers in accordance with City-approved Rates.
3. Contractor shall be responsible for cleaning containers to ensure that nuisance or public health concerns associated with vectors are addressed within two (2) Business Days after receipt of notification of said condition. Customers to be charged at City-approved rates.
4. If any container is marked by graffiti, Contractor shall clean or repaint the affected areas within two (2) Business Days of being notified.
5. Public refuse and recycling containers in the business areas shall be thoroughly washed a minimum of twice per year. The vehicle operators will be required to collect any materials that have accumulated within or around the receptacles, wipe the exteriors and lids of all the receptacles with water and detergent a minimum of once every two weeks, and to assess odor concerns and report if a thorough cleaning is required. Vehicle operators will have cleanser available to them at all times and will clean the exterior and lids more frequently if necessary.

Contractor shall present a schedule to the City for thorough washing of City receptacles. Upon approval of the schedule, Contractor shall commence power-washing of the public receptacles. A truck equipped with a water holding tank and power-washing equipment will follow the collection vehicle to ensure that the receptacle is completely empty prior to washing.

H. Container Maintenance

1. Contractor shall repair or replace all Containers damaged by Collection operations (e.g., vehicle apparatus interface) within three (3) Business Days of being notified by Customer or observing the damaged Container. If the repair or replacement cannot be completed within three (3) Business Days, the Contractor shall notify Customer and provide a Container of the same size or larger until the damaged Container can be replaced.
2. Contractor shall be responsible for the general repair and upkeep of all Containers.
3. Bins, drop boxes and Compactors shall be repainted a minimum of once every two years or as needed to remain attractive and clean and kept in a serviceable condition at all times.
4. Contractor shall be responsible for all repairs of carts including, but not be limited to, hinged lids, lifting bars, wheels and axles. Within five (5) Business Days of notification by the City or a Customer of the need for

such repairs, Contractor shall repair the cart or, if necessary, remove the cart for repairs and deliver a replacement cart to the Customer.

5. All returned carts shall be thoroughly cleaned, repaired if possible and distributed in the cart exchange program. Contractor shall ensure that all carts are thoroughly washed, cleaned and in good appearance before delivery to Customers.

I. Container Inventory

1. Contractor shall be responsible for ensuring that an adequate supply of Containers is maintained for distribution. "Adequate Supply" means that the Contractor has enough of the Containers, bags, or other items on hand to ensure delivery in a timely manner. This includes maintaining an up to date inventory of all Containers per Attachment H.
2. Contractor shall also store a few used cans for Customers wanting to have their old cans replaced due to damage to their cans during collection service.
3. Contractor shall be responsible to store all Containers not in use.

J. Ownership.

1. All carts, bins, Compactors, and drop boxes acquired by Contractor and put into service at Customers' Premises before July 1, 2010 shall become the property of the City upon expiration or earlier termination of this Agreement. All carts, bins, Compactors, and drop boxes purchased and put into service at Customers' Premises on or after July 1, 2010 that have not been fully depreciated shall be available to the City, at the City's option, at net book value.
2. At its sole discretion, the City may elect not to exercise its rights with regards to this Section J. In such case, the Containers shall remain the property of the Contractor upon the expiration or earlier termination of this Agreement and Contractor shall be responsible for removing all Containers in service from premises within ten (10) Business Days.

K. Container Specifications.

When the Contractor purchases Containers, the following minimum standards shall be maintained:

1. Carts
 - a. Cart sizes shall be 20, 32, 64 and 96 gallon.
 - b. All carts shall be manufactured by injection or rotational molding methods and contain a minimum of 20% post-consumer content.
 - c. Carts provided to Customers shall have a useful life of ten (10) years as evidenced by a manufacturer's warranty or other documentation acceptable to the City.

- d. The carts will have a minimum wall thickness of .150 inches for rotationally molded containers and .165 inches for injection molded containers.
- e. Dimensions shall not exceed:
 - 32 gallon cart with a 20-gallon insert
 - Height: 39.5"
 - Length: 24.5"
 - Width: 23"
 - 32 gallon cart
 - Height: 39.5"
 - Length: 24.5"
 - Width: 23"
 - 64 gallon cart
 - Height: 42.5"
 - Length: 32.5"
 - Width: 27.5"
 - 96 gallon cart
 - Height: 47"
 - Length: 35"
 - Width: 30"
- f. Handle conformity
Each cart must be equipped with handles and handle mounts that are an integrally molded part of the container, located on the backside of cart. The handles must not have the ability to rotate on their own axis at any time. Handles that are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.
- g. Lid conformity
The lid must be crowned in shape and designed to prevent entry of rain when in the closed position. The lid must open from a closed position, a to minimum 110-degree arc.
- h. Bottom conformity
The bottom of the cart must have molded-in wear strips to protect against dragging. Screw-on, bolt-on, or pop-on wear guards are unacceptable.
- i. Wheels conformity
Each wheel shall be equipped with an axle and two (2) wheels with a locking device or attachment to secure them to the cart axle. Minimum wheel diameters: 10 inches for a 96 and 64 gallon carts, 8 inches for a 32 gallon cart. Minimum wheel width 1.5 inches.
- j. Axle conformity
The axle must have a minimum 5/8" diameter, fabricated of zinc chromate plated solid high-strength steel, and be fully supported by cart body. Axle must slide through two molded plastic journals in cart bottom and must not be exposed to contents inside the container.

Snap-on axles or axles attached by means of bolts or rivets are unacceptable.

k. Body – leakage test

Containers that exhibit any leakage are unacceptable.

l. Lockable lid latches conformity

The lockable lid latches must be sturdy, constructed to prevent vandalism and withstand local conditions.

m. Colors of the carts shall be as follows:

- Custom Palo Alto blue (Pantene 645C) body and lid for recycling.
- Palo Alto green body and lid for yard trimmings.
- Palo Alto black body and lid for garbage.

Colors shall be non-fading throughout the ten year warranty. The color and shade of carts shall be consistent and without noticeable variation from one to another. Final colors to be determined by the Director from samples furnished by the Contractor.

n. All markings used on containers must be reviewed and approved by Director prior to use. Each cart must be permanently hot stamped in white with letters, logos and numbers as follows:

- Serial numbers – Each cart must have a serial number on the front of its body. The serial number shall be preceded by a letter or number code to designate the year of manufacture.
- The City’s name and logo shall be on both sides of the container body.
- Each lid must be marked with the acceptable material type. E.g., “Recyclables Only” or “Yard Trimmings Only” or “Garbage Only” in the same style and location as existing carts.
- Cart lid must be marked by the Contractor’s contact telephone number. E.g. “For service call 493-4894”. Contractor shall use its best efforts to secure the prior collector’s telephone to match with markings of carts already being used by Customers.
- Instructions for the safe use of the container must be molded into each lid. Instructions shall be in English and Spanish.

o. Contractor shall be responsible for ensuring that an adequate supply of all cart sizes and colors are maintained for distribution. An inventory of five (5) percent or equivalent shall be maintained for each cart color and cart size.

2. Carts for Special Events

Contractor shall provide carts for Special Events for the collection of Solid Waste, Organics, and Recyclable Materials as approved by the City. Contractor shall have all specifications for carts approved by the Director prior to ordering or purchasing. Carts shall be consistent in appearance with curbside carts including special lids with drop-in slots that minimize contamination.

3. Bins.
 - a. All new bins shall be purchased by the Contractor at the beginning of the Term of the Agreement. Colors, signs and specifications must be approved by the Director prior to purchase and use.
 - b. Contractor shall provide bins for the purpose of collecting Solid Waste and Organics in the following sizes 1, 1.5, 2, 3, 4, 5, 6 and 8 cubic yard capacities. Colors, signs and specifications must be approved by the Director prior to purchase and use.
 - c. Contractor shall provide bins for the purpose of collecting single stream Recyclable Materials at the request of Customer. The bins shall be available in the following sizes 2, 3, 4, 5, 6 cubic yard capacities. Colors, signs and specifications must be approved by the Director prior to purchase and use.
 - d. Contractor shall provide slotted bins for the purpose of shared recycling at the request of City. The bins shall be available in the following sizes 4, 5, 6 cubic yard capacities. Contractor shall customize each bin to include a slot four inches high by five feet wide or equivalent, made in such a way to eliminate sharp edges. Contractor shall place an auto-bar lock system or equivalent in each shared bin as requested by City. Colors, signs and specifications must be approved by the Director prior to purchase and use.

4. Drop boxes.
 - a. All new drop boxes shall be purchased by the Contractor at the beginning of the Term of the Agreement. Colors, signs and specifications must be approved by the Director prior to purchase and use.
 - b. Contractor shall provide drop boxes for the purpose of collecting Solid Waste in the following sizes: 7, 15, 20, 30 and 40 cubic yard capacities.
 - c. Contractor shall provide drop boxes for the purpose of collecting C&D materials in the following sizes: 7, 15, 20, 30 and 40 cubic yard capacities. The C&D boxes must have a unique identifying sign showing that it is a C&D debris box. Design must be reviewed and approved by the Director prior to Contractor order placement, purchase or use.
 - d. Contractor shall provide drop boxes for the purpose of collecting Single-source Separated Recyclables in the following sizes 7, 15, 20, 30 and 40 cubic yard capacities.
 - e. Contractor shall provide drop boxes for the purpose of collecting Yard Trimmings in the following sizes: 15, 20 and 30 cubic yard capacities.
 - f. The drop boxes must have a visible and legible serial number.
 - g. The drop boxes must have reflectors at each outside corner.

5. Compactors

- a. Contractor shall provide Solid Waste and Organics collection for Customer Compactors in the following sizes: 2, 3, 4, 12-15, 20, 25, 30-36, and 40 cubic yard capacities.
 - b. Contractor shall work with Customers purchasing new Compactors to determine appropriate size and type Compactor that is serviceable by Contractor.
6. Items Placed Next to Carts
- a. Motor oil containers. Contractor shall provide Customers with one gallon plastic containers with tight fitting lids. Specifications and signage to be approved by the Director prior to purchase.
 - b. Oil filter bags. Contractor shall provide Customers with tear-resistant plastic bags that are watertight and prevent the leakage of liquids. Specifications and signage to be approved by the Director prior to purchase.
 - c. Battery bags. Contractor shall provide Customers with tear-resistant plastic bags that are watertight and prevent the leakage of liquids. Specifications and signage to be approved by the Director prior to purchase.
 - d. Cell phones in tear resistant bags.

8. IMPLEMENTATION OF MANDATORY PARTICIPATION

A. General

The City Council has indicated it will consider adoption of an ordinance requiring Customers to participate in recycling and to deposit Recyclable Materials, Yard Trimmings, and Organic Materials where applicable in separate designated containers. The activities described in this section and the schedules are based on the Zero Waste Operational Plan and staff assumptions about the component of such an ordinance. The activities and schedule will be adapted to the ordinance if and when it is actually adopted by the Council. Contractor shall implement a mandatory participation program that requires Single-Family, Multi-Family, and Commercial/Industrial Customers to place Recyclable Materials, Yard Trimmings and Organics in the appropriate Containers. The program shall be phased over a three year period that includes:

- In the first year, commencing July 1, 2009, Contractor shall educate Customers on how to comply with the new mandatory participation requirements and the phase-in schedule;
- In the second year, commencing July 1, 2010, Contractor shall inspect Containers, continue to educate and issue warnings to Customers who fail to separate Recyclable Materials, Yard Trimmings & Organics from Solid Waste Containers;
- In the third year, commencing July 1, 2011, Contractor shall inspect Containers, continue education and give notice to Customers who fail to

separate Recyclable Materials, Yard Trimmings & Organics from Solid Waste Containers and assist the City in the enforcement of the mandatory participation program. If Council directs Contractor to utilize non-collection as a component of enforcement and additional routes are added, additional compensation to the Contractor shall be considered by the City.

B. Phasing:

1. Development of Ordinance

Upon request by the City, the Contractor shall provide technical assistance in the development of an ordinance as needed.

2. First Year

Contractor shall conduct an extensive outreach and educational program to educate Customers on how to comply with the new mandatory participation requirements. This phase shall include the following minimum requirements:

a. Customers serviced in carts or cans for Solid Waste:

- Outreach material attached to each Solid Waste cart or can in July 2009, January 2010 and June 2010,
- Information included in the first mailings,
- Information shared at public events,
- Additional outreach materials as needed (newspaper ads, brochures, newsletters, utility bills, posters, etc.).

b. Customers serviced in bins for Solid Waste:

- Outreach material attached to each Solid Waste Container in July 2009, January 2010 and June 2010,
- Site visits or other contact with each Customer to inform them of the new mandatory participation requirements,
- Information included in pre-transition mailings,
- Additional outreach materials as needed (newspaper ads, brochures, newsletters, utility bills, posters, etc.).

3. Second Year

a. Customers serviced in carts or cans for Solid Waste: Contractor drivers shall utilize a camera placed near the hopper of the truck to visually inspect each solid waste Container for Recyclable Materials, Yard Trimmings and/or Organics. When the driver observes Recyclable Materials, Yard Trimmings and/or Organics (as applicable by customer type) being emptied from the Solid Waste Container, the driver shall exit the vehicle and Yellow Tag this Container. This Yellow Tag shall describe the mandatory participation program and notify the Customer that in the future they may be subject to fine and/or non-collection of solid waste (as per direction from Council) if Recyclable Materials, Yard Trimmings and/or Organics (as applicable by customer type) are

placed in or not removed from the Solid Waste Container. If needed, additional recycling outreach materials shall be attached to refuse Containers or sent to Customers. The driver shall send the data electronically to Contractor's office by using the on-route GPS system attached to the vehicle. This data shall be submitted monthly to the City listing Customer name, address and number of violations.

- b. Customers serviced in bins for Solid Waste: Contractor's Environmental Outreach Coordinators (EOC) shall conduct periodic mini-audits as part of their normal job duties. Mini audits shall consist of a visual inspection of the bin prior to the arrival of the collection truck and emptying of contents into the truck. When Recyclable Materials, Yard Trimmings and/or Organics (as applicable by customer type) are found in the Solid Waste bin, the EOC shall Yellow Tag this bin. The Yellow Tag shall describe the mandatory participation program and notify the Customer that in the future they may be subject to a fine and or non-collection of Solid Waste (as per direction from Council) if materials are placed in or not removed from the Solid Waste bin. The EOC will attempt to contact the Customer before the scheduled pick-up to encourage the removal of Recyclable Materials. The EOC will also provide the Customer with additional recycling outreach.

The EOC shall deliver the data to Contractor's office for input into the electronic tracking system. This data shall be submitted monthly to the City listing Customer name, address and number of violations.

4. Third Year and thereafter
 - a. Customers serviced in carts or cans for solid waste: The Contractor shall utilize drivers and route supervisors to target 100 customers per day for inspection as part of the regular route activity. Drivers shall place the contents of Solid Waste container in the hopper of the truck and inspect the contents for Recyclable Materials, Yard Trimmings and/or Organics (as applicable by customer type). The drivers may open any bags of materials to fully inspect their contents.

When the driver or route supervisor observes Recyclable Materials, Yard Trimmings and/or Organics (as applicable by Customer type) in the Solid Waste carts or cans the driver or route supervisor shall Red Tag the Container. This Red Tag shall describe the violation and notify the Customer that they are subject to a fine or non-collection of solid waste (as per direction from Council) if Recyclable Materials, Yard Trimmings and/or Organics

(as applicable by Customer type) are placed in or not removed from the Solid Waste container.

The driver shall send the data electronically to Contractor's office by using the on-route GPS system attached to the vehicle. This data shall be submitted weekly to the City listing customer name, address and number of violations.

If Recyclable Materials, Yard Trimmings and/or Organics (as applicable by Customer type) are observed a second or subsequent time in a calendar year in the same Customer's Solid Waste Container, the Container shall be Red Tagged again and not collected or fined per the direction from Council. If non-collection is directed by Council, the Customer shall also be notified that they must sort the contents of the can or cart(s) to remove Recyclable Materials, Yard Trimmings and/or Organics (as applicable by Customer type) and call the Contractor's office to schedule a special pickup of the cart or can.

- b. Customers serviced in bins for Solid Waste: The Contractor shall utilize the EOC to conduct regular inspections for bin Customers. The EOC shall visually inspect the bins for Recyclable Materials, Yard Trimmings and Organics before collection. The EOC may open any bags of materials to fully inspect their contents.

When the EOC observes Recyclable Materials, Yard Trimmings and/or Organics (as applicable by Customer type) in the Solid Waste bins the EOC shall Red Tag the Container. This Red Tag shall describe the violation and notify the Customer that they are subject to a fine or non-collection of solid waste (as per direction from Council) if Recyclable Materials, Yard Trimmings and/or Organics (as applicable by Customer type) are placed in or not removed from the Solid Waste container.

The EOC shall deliver the data to Contractor's office for input into the electronic tracking system. This data shall be submitted weekly to the City listing Customer name, address and number of violations.

If Recyclable Materials, Yard Trimmings and/or Organics (as applicable by Customer type) are observed a second or subsequent time in a calendar year in the same Customer's Solid Waste Container, the Container shall be Red Tagged again and not collected or fined per the direction from Council. If non-collection is directed by Council, the Customer shall also be notified that they

must sort the contents of the bin to remove Recyclable Materials, Yard Trimmings and/or Organics (as applicable by Customer type) and call the Contractor's office to schedule a special pickup of the bin.

9. PUBLIC EDUCATION & OUTREACH

A. General Requirements

The City places the utmost importance on effective public outreach and education in helping residents and businesses fully understand options for source reduction, reuse and recycling. Contractor shall be responsible for ensuring that all Customers consistently receive a high level of service and responsiveness. As specified below, Contractor public education activities shall be performed in collaboration with the City. General provisions are as follows:

1. Contractor shall plan for public education programs, outreach and promotion for new and changed services that will be implemented for Single-Family, Multi-Family, schools, and Commercial customers.
2. Contractor shall submit an annual public education plan and meet with the City for review, modifications and approval of the plan. The City and Contractor shall meet a minimum of once every calendar quarter to discuss services, outreach and promotions.
3. Contractor shall have all press releases, reports, advertisements, letters or other documents prepared by Contractor for release to the public relating to this Agreement, reviewed and approved by Director prior to distribution.
4. Contractor shall send a City-approved letter, outreach brochures, and current rate schedule to all new Customers identified by the City's utilities billing system or as requested by Director within seven (7) days of being notified.
5. Contractor shall distribute public education and promotion materials (developed by Contractor and City) during any roll-out of the new or expanded collection services. This will entail distributing program literature with delivery of new carts, bins and other Containers.
6. Contractor shall retain the services of an advertising/public relations company with experience in the waste management and recycling field and with skill and experience in developing bilingual materials. Contractor shall initially retain the services of Orloff/Williams, an advertising/public relations company with more than 15 years of experience. Contractor shall not engage a different subcontractor to replace Orloff/Williams without the Director's prior written approval.
7. Contractor shall prepare multi-lingual public education materials in English, Russian, Chinese, Japanese and Spanish and post the multi-lingual outreach materials on its website.

8. Contractor shall schedule and conduct presentations to service organizations, schools, business groups, civic associations, neighborhood and homeowner's associations, workshops, other community organizations, etc. This shall be done annually and upon request by City, Customer or community organization.
9. Upon City's request, Contractor shall staff booths and distribute promotional and educational materials at City-sponsored events, parades, workshops, etc and shall provide tours of its processing sites. Contractor shall provide visual displays, educational materials and activities for children such as seed planting and spin art. Display components will be professionally created and will be completely interchangeable between standing booth backdrop and table-top display. Tables will be professionally dressed. Materials will include those pertaining to the appropriate programs and information on green and sustainable activities. All age groups will be accommodated.
10. Contractor shall annually develop and provide school recycling outreach programs.
11. Contractor shall develop and maintain a system of keeping records of and following up with Customers who receive non-collection notices during collection of materials.
12. Contractor will coordinate extensively with the City to meet the City's sustainability goals.

B. Staffing

Contractor shall dedicate a minimum of three and three-quarters (3.75) full time employee (FTE) equivalents or subcontractors to administer outreach and public education efforts for the City. Contractor has very low attrition rates and will make every attempt to keep the positions filled throughout the Term. Staffing levels will be maintained throughout the Term with job duties and responsibilities changing in response to program development and the needs of the City. Following the completion of the transition, and periodically thereafter, the Contractor may evaluate the job duties and responsibilities of each member of the Outreach and Public Education Team. Contractor shall be allowed to modify the job duties and responsibilities of each EOC to further maximize outreach and public education efforts throughout the Term.

- The Environmental Outreach Manager (EOM) will be responsible for managing all activities of the Environmental Outreach Coordinators (EOCs) as well as performing some of the same job duties as the EOCs. The EOM and the General Manager will meet with the City on public education and outreach related issues. The EOM will also be responsible for all media correspondence and issues relating to the services provided in the City.
- The Environmental Outreach Coordinators (2.75 FTEs) will be responsible for generating and sustaining the highest possible level of diversion by Customers in the commercial, multi-family, schools, and City facility sectors.

Environmental Outreach Coordinators (EOC) responsibilities include:

- Identifying the waste disposal and recycling needs of every commercial/MFD/School/City facility.
- Providing all Customers with appropriate educational information necessary to make informed, environmentally-forward decisions relative to waste reduction, reuse, and recycling activities.
- Conducting site assessments and waste audits for all commercial/MFD/School/City facilities.
- Ensuring adequate enclosure sizing during City plan review process.
- Reporting progress, challenges, and successes as per Company policy, including daily logs and sharing that information if requested by City.
- Overseeing reporting functions and summarizing information for the City.
- Developing and providing the school recycling programs.
- Responding to customer needs immediately and completely.
- Conducting on-site workshops, school group assemblies, civic and business group meetings and activities, and participating in community events.
- Helping plan recycling and waste disposal needs for special events and large venues.
- Providing tours to City staff, school groups and other community groups.
- Creating and distributing reports as requested by City.

No later than January 1, 2009, Contractor will begin EOC-recruitment and intensive training program. In hiring staff to serve as EOCs, the Contractor will ensure that EOCs are customer-oriented, personable and highly professional, able to satisfactorily perform each responsibility listed above, have a personal interest in recycling and waste prevention, have excellent communications skills (written and spoken), and ideally have a formal education in environmental studies.

EOCs will receive continuing education riding routes with drivers at least once per quarter. EOC team members will be assigned to specific areas of the City as appropriate to fulfill their duties.

EOCs will provide information to Contractor's webmaster to ensure the Palo Alto page of the Contractor's website is updated. Contractor agrees to update the Palo Alto portion of the Contractor's web side within two (2) weeks of receiving new or updated information from EOCs or the City, with applicability to Palo Alto customers. Details on the Baseline and Zero Waste Program shall be available to Customers. The website will also be used to post educational materials for download, highlight program successes and provide diversion statistics.

C. Annual Budget

In addition to staffing expense, Contractor shall spend for public education and outreach no less than \$60,000 prior to start-up and during the first year of the Agreement (FY 2009-10), and \$55,000 in FY 2010-2011. Subsequently, this amount will be annually adjusted by the same percentage as total compensation, per Attachment N-2.

D. Direct and Ongoing Customer Education and Outreach

1. Recycling Guides

Contractor will produce two separate recycling guides, one directed towards Residential Customers and a second directed to Commercial customers for distribution prior to start-up and to new Customers throughout the Term. These guides will include information on collection methodologies, set out instructions, set out schedule, contact information, and acceptability and necessary preparation of materials for all three containers: Solid Waste, Recyclable Materials and Yard Trimmings/Organics. A section of the guide will specifically address proper methods of handling and disposal of Hazardous Wastes.

Single-family homes will receive the Recyclable Materials and Yard Trimmings recycling guides attached to their carts along with the other start-up items.

For multi-family customers, the EOCs will work with building managers to distribute these guides to each of their residents. In cases where EOCs are unable to contact a building manager, they will deliver the guides door to door. Multi-family property managers and customers will receive a residential guide if using carts, or a commercial guide if using bins. Multi-family customers will also be provided with "Recycling Buddies" as part of the initial outreach effort. All multi-family complexes will be provided laminated Commercial Recycling posters.

For Commercial Customers, the EOCs will work with business associations and business managers to distribute these guides to each member and/or business. Additionally, laminated Commercial recycling posters will also be supplied to businesses.

Recycling guides will also be distributed at community events, recycling presentations and other outreach activities in which Contractor participates.

2. Identify Recycling and Waste Prevention Opportunities

EOCs will conduct waste audits during two specific times during the Term. The waste audits will be conducted for Commercial, Multi-Family and City Facility customers. The first round of waste audits, a minimum of 12 waste audits per month, will occur during the three months prior to

start-up. Following Contractor's receipt of the customer database, the EOCs will develop an audit schedule and route. EOCs will complete mini-audits for Commercial, Multi-family and City Facilities Customers prior to July 1, 2009, utilizing these initial site-visits as an opportunity to make introductions, discuss service levels, promote expanded programs and opportunities for further diversion. The second round of waste audits, a minimum of 12 waste audits per month, will be conducted prior to the fifth year and combined with inspections by EOCs under the Mandatory Recycling Program. EOCs will conduct site-visits prior to collection, performing audits and tracking results. The audits will consist of a visual waste characterization and evaluation (sorting waste by categories) of Customer's Solid Waste, Recyclable Materials and Organics, and documentation (photos, written summary and classification of materials). EOCs will use these results to target Customers with increased opportunities for diversion. Results of audits shall be provided to the Director upon request.

3. Non-Collection Notices

Contractor's corrective action notices shall double as non-collection and courtesy notices, and shall be utilized in clear instances of customer non-compliance. The driver or supervisor will be responsible for the completion of the corrective action notice, selecting the reason for non-collection, and completing the perforated bottom of the notice with the route number, date, time, address, driver initials and reason for non-collection. The corrective action notices will be submitted to a customer service representative (CSR) when the route is completed. A CSR enters the corrective action notice to a comment field in the customer account software. In some cases, the information may be transmitted to the CSR via On-Route GPS system. This information will be sent to the City as required by the Agreement.

4. Commercial Recycling and Organics Programs

Contractor will develop a marketing approach to promote the programs, for review and approval by the City. All new outreach will reflect the new programs. The new Commercial Recycling and Organics program will be a key focus of the EOCs during the first year of operation. Both the City and Contractor recognize this is an entirely new program that requires a paradigm-shift for Customers. The first year will be focused on education and marketing to encourage and induce participation by large generators. The second step involves targeted education, providing resources to ensure success and ultimately facilitating the changing of habits. Contractor shall provide the City with regular updates on Customer participation, progress, successes and obstacles.

In general:

- a. The approach will be to establish large “anchor” Customers and then add smaller Customers to form a viable, dense route for recycling and organics collection. EOCs will focus first on the largest waste generators within the City with the most potential for Organics diversion.
- b. EOCs will make initial contact with each Customer. EOCs will need to identify and contact the appropriate contact(s), receive replies to emails, phone calls and secure meetings.
- c. Contractor understands that large corporate organizations such as supermarkets, hotels, shopping malls, and restaurant chains have varied decision-making environments and require significant time to cultivate.
- d. To maximize the opportunity for initial and sustained program success, Contractor will seek to identify a "champion" (ideally a senior manager) at each business.
- e. EOCs will assemble a training packet for each Customer. The packet will contain Organics program posters, cart and can stickers, and a question and answer section that addresses frequently asked questions.
- f. EOCs will work with Customer management staff to determine the type of Organics collection Containers, their location, and frequency of collection.
- g. Organics program posters will also be displayed wherever necessary to reduce confusion about the program. Commingled recycling options will also be presented, to improve diversion rates through diligent source separation and to reduce overall waste expense to the Customer. Follow-up site visits for program evaluation will be offered to new Customers.
- h. Timely feedback is important for success. Organic Materials collection drivers will be trained to identify and remove small amounts of obvious contamination and notify the office/EOC at the end of the day so that the Customer can be made aware of a contamination issue. Drivers will be kept updated regarding any changes to the list of acceptable materials.
- i. Organic Materials collection drivers will be instructed to report large volumes of contamination at commercial establishments to the collection supervisor who in turn will inspect the container. In most cases, the supervisor will contact the business manager as well as the EOCs regarding the contamination. In some cases, the EOCs will be

directed to the business to conduct a more comprehensive investigation and educational process.

5. The following additional public education and outreach materials shall be produced with City approval upon City request during the term:
 - a. Newspaper advertisement explaining new programs
 - b. Press releases about new programs
 - c. Description of Annual Clean-Up Program, including options for reuse and recycling. Contractor shall provide separate outreach materials for Residential and Commercial Customers
 - d. Zanker 10% off coupon
 - e. Company newsletters, quarterly
 - f. Door hangers
 - g. Corrective Action Notice

E. School Programs

For schools, Contractor shall:

1. Provide on-going technical assistance to schools and the City to improve existing school recycling and organics programs, including supplying composting and organic bins, posters, and other collateral materials in support of these activities.
2. Conduct school-wide composting, organic and recycling in-class presentations and assemblies at local schools. Contractor shall develop a menu of dynamic presentations from which teachers/principals may select the program that best suits their studentbody needs. Topics will extend beyond the local recycling program to other areas of environmental concern.
3. Promote, coordinate, and conduct educational field trips to the recycling and transfer station in San Jose.
4. Perform annual waste assessments, calculate diversion rates, and communicate the results to the Director.
5. Prepare and distribute an annual report that highlights the many educational services and activities Contractor offers to schools, with scheduling and contact information.

10. Hard to Service Areas

Monday:

- 1) Bryant Court
- 2) Everett Court

<ol style="list-style-type: none"> 3) Downing Lane 4) Lane 56 (Channing House) 5) Lane 15 (E) 6) Lane (B) West 7) Lane (B) East 8) Lane (D) West 9) Lane (D) East 10) Page Mill Road (Above Foothill Park) 11) Alley Behind 200 Block of Everett 12) Private driveway/street at the corner of Channing and Waverley
<p>Tuesday:</p> <ol style="list-style-type: none"> 1) East Meadow Circle (New housing development) 2) Quail and Paloma 3) Ellsworth 4) San Carlos 5) Old Ricky's site (New housing development on El Camino Real and Charleston Rd.)
<p>Wednesday:</p> <ol style="list-style-type: none"> 1) Lane (66) Between Fernando & Wilton 2) Jacobs Court 3) Madeline Court 4) Matadero & Roble Ridge
<p>Thursday:</p> <ol style="list-style-type: none"> 1) Community Lane (3 Blocks) 2) Alley between Harker & Parkinson (1000 Block) 3) Alley between Greenwood & Channing (1000 & 1100 Block) 4) Alley between Harker & Greenwood (1100 Block) 5) Alley between Harker & Parkinson (1300 Block)

Other Locations:

- Wisteria Lane
- Driscoll Lane
- East Meadow Circle (New housing development)