

# **Appendix 1**

## **AGREEMENT**

**for**

**Solid Waste, Recyclables and Green Waste Collection,  
Processing, Street Sweeping and Disposal Services**

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**AGREEMENT**  
**for**  
**Solid Waste, Recyclables and Green Waste Collection,**  
**Processing, Street Sweeping and Disposal Services**

**between**

**THE CITY OF VACAVILLE, CALIFORNIA**

**and**

**Insert Name**

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**APPENDIX**

- A Service Location and Levels of Service for City Facilities
- B Street Sweeping Schedule
- C List of Acceptable Household Hazardous Waste Materials
- D Schedule of Rates

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**AGREEMENT  
BETWEEN  
THE CITY OF VACAVILLE AND INSERT NAME  
FOR  
SOLID WASTE, RECYCLING, GREEN WASTE AND STREET SWEEPING MATERIAL  
COLLECTION, PROCESSING AND DISPOSAL SERVICES**

THIS AGREEMENT for SOLID WASTE, RECYCLING, GREEN WASTE AND STREET SWEEPING MATERIAL COLLECTION, PROCESSING, AND DISPOSAL SERVICES is made and entered on this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2012, by and between the CITY OF VACAVILLE, a municipal corporation (hereafter "City"), and INSERT NAME, a California corporation (hereafter "Contractor").

**RECITALS:**

This Agreement is entered into on the basis of the following facts, understandings, and intention of the parties:

**WHEREAS:** The City Council of the City of Vacaville desires to ensure that all residents and commercial businesses of the City be provided with the highest quality of solid waste, recycling, and green waste material collection processing and disposal, and street sweeping services from a thorough, competent, and qualified company; and

**WHEREAS:** California Public Resources Code Section 40059 permits the City to enter into an exclusive agreement for solid waste handling, imposing terms and conditions on a provider of such services, if, in the opinion of the governing body, the public health, safety, and well-being require the imposition of those terms and conditions through an exclusive agreement; and

**WHEREAS:** The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") requires cities and other local jurisdictions to implement source reduction, reuse, and recycling as integrated waste management practices; and

**WHEREAS:** AB 939 authorizes and requires local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

**WHEREAS:** AB341 authorizes and requires local agencies to implement a mandatory commercial recycling program; and

**WHEREAS:** Chapter 8.08 of the City Code requires among other things that a collector or transporter of solid waste, recyclables, and green waste be properly authorized to do so by the City of Vacaville; and

**WHEREAS:** The City has determined that it is best able to protect the public health and safety of the residents of the City by entering into an Agreement for the Collection, Processing, and Disposal of Solid Waste, Recyclables, Green Waste materials and Street Sweeping subject to certain terms and conditions; and

**WHEREAS:** Contractor has represented and warranted to City that it has the experience, responsibility, qualifications, and ability to implement safe Solid Waste, Recyclables, Green Waste, Material Collection, Processing and Disposal and Street Sweeping services and to arrange with residents and businesses and other entities in the City of all materials in compliance with Applicable Law and the provisions of this Agreement; and

**WHEREAS:** The City Council of the City of Vacaville, through a competitive procurement process, determines and finds that, based on Contractor’s qualifications, past performance, financial strength as well as cost to the City, as described in the Agreement, it is in the best interest of the City of Vacaville to and that the public health, safety and well-being require, the granting of an exclusive franchise to Contractor based on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, City and Contractor do hereby agree to as follows:

## ARTICLE 1                   DEFINITIONS

### 1.01    DEFINITIONS

Whenever any term used in this Agreement has been defined by Section 8.08 of Chapter 8 of the Vacaville City Code, the definitions in Chapter 8 shall apply unless the Term is otherwise defined in this Agreement. Whenever any term used in this Agreement has been defined by Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in Division 30, Part 1, Chapter 2 shall apply. In addition, the following definitions are hereby incorporated into this Agreement.

**1.01.1 AB 939** “AB 939” means the California Integrated Waste Management Act of 1989 (Division 30, California Public Resources Code), as amended, supplemented, superseded, and replaced from time to time.

**1.01.2 AB 341** “AB 341” means the Mandatory Commercial regulations, California Integrated Waste Management Act of 2011 (Division 30, California Public Resources Code), as amended, supplemented, superseded, and replaced from time to time.

**1.01.3 Acceptable Materials** “Acceptable Materials” means those Recyclable Materials which are specified and mutually agreed to by Contractor and City to be included in the Source Separated or Single Stream Program and Set-out by Customers for Recyclables processing.

**1.01.4 Agreement** “Agreement” means this contract between the City and Contractor for the provision of the Collection Services as specified herein, including all Appendixes and future amendments.

**1.01.5 Applicable Law** “Applicable Law” means all laws, statutes, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement(s) of any governmental agency having jurisdiction over the collection, processing, and disposal of Solid Waste, Recyclable Materials, and Green Waste that are in force on or promulgated or enacted after the Signature Date as they may be enacted, issued or amended during the Term of this Agreement.

**1.01.6 Backyard Collection Service** “Backyard Collection Service” means collection service at a separate subscription rate to residential premise customers who are deemed disabled and unable to physically move the cart container(s) to the curbside for collection by the Contractor.

**1.01.7 Best Efforts** “Best Efforts” as used in this Agreement with regard to performance of Contractor's obligations to Divert materials, shall mean at a minimum to competently undertake each of the programs for which materials Diversion is required hereunder and to perform materials Diversion activities for the program in a manner which is equal to or exceeds industry standards within California for communities which are in compliance with AB 341 and 939 diversion requirements.

**1.01.8 Bin** "Bin" means a receptacle Container for Solid Waste, Recyclable Materials, or Green Waste, provided by the Contractor unless owned by the Customer, having a capacity from one (1)

to six (6) cubic yards that has wheels, a handle for ease of movement and an attached lid, and is designed to be dumped mechanically into a front loading Collection vehicle.

**1.01.9 Bin Service** “Bin Service” means the provision of Collection Services using Bins.

**1.01.10 Business Districts** “Business Districts” means the areas bounded by Monte Vista Avenue on the north, Davis Street on the east, Mason Street on the south and Cernon Street on the west, including the entire width of above said streets, but excluding Main Street and East Main Street.

**1.01.11 Bulky Items** “Bulky Items” means all discarded household waste matter that is too large to be placed in a Cart, including, but not limited to, large household appliances, including, but not limited to, appliances containing chlorofluorocarbons (CFCs), furniture, tires, carpets, mattresses, and similar large items that require special handling due to their size.

**1.01.12 Business Days** “Business Days” means Monday through Saturday.

**1.01.13 Cart** “Cart” means a wheeled Container of approximately ninety-six (96) gallon capacity provided by Contractor to Customers for Collection of Solid Waste, Recyclables, and Green Waste.

**1.01.14 CERCLA** “CERCLA” means the Comprehensive Environmental Responsibility Compensation and Liability Act, 42 U.S.C.A. Section 9601 *et seq.* as amended or superseded, and the regulations promulgated thereunder.

**1.01.15 Change in Law** “Change in Law” means the following events or conditions which have a substantial, material, and adverse effect on the performance by the Parties of their respective obligations under this Agreement (except for performance of Remittance obligations):

1. Enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation on or after the Signature Date of any Applicable Law; or,
2. Order or judgment of any governmental body, on or after the Signature Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of City or of Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error, or omission, or lack of reasonable diligence.

**1.01.16 Change in Scope** “Change in Scope” is a significant change in the type or level of Collection Services for which Contractor may be compensated.

**1.01.17 City Council** “City Council” means the legislative body of the City of Vacaville.

**1.01.18 City Facilities** “City Facilities” means those facilities at the locations set forth in Appendix A.

**1.01.19 CIWMB** means the California Integrated Waste Management Board and subsequent changes and/or successor.

**1.01.20 Conditionally Exempt Small Quantity Generator (CESQGs)** means a business concern which meets the criteria as defined under Applicable Law or regulation.

**1.01.21 Collection** “Collection,” “Collect,” “Collected,” “Collecting” means Collection by Contractor of Solid Waste, Recyclable Materials, Green Waste, or other material specified in this Agreement and its transportation to a Transfer, Recycling, Disposal or Processing Facility.

**1.01.22 Collection Materials** “Collection Materials” means all Solid Waste, Recyclables, and Green Waste generated in the City incorporated boundaries and included within this Agreement.

**1.01.23 Collection Services** “Collection Services” means all of the rights, duties and obligations of Contractor as specified in this Agreement, and associated with this Agreement.

**1.01.24 Collection Services Area** “Collection Services Area” means the territory identified within City incorporated area, and as such territory may change from time to time due to annexations or other means.

**1.01.25 Commercial Premises** means and includes all premises except Residential Premises. This term specifically includes, but is not limited to, any and all facilities operated by or for the benefit of City, County, Special Districts, School Districts, State (including the California Medical Facility and California State Prison, Solano) Federal, and other governmental entities within the City, unless exempt by law from the application of the requirements to their premises. All structures on the same legal parcel which are owned by the same person shall be considered as one “Commercial Premises.”

**1.01.26 Compactor, Compactors, Compactor Service** “Compactor”, “Compactors”, “Compactor Service” means any Container incorporating a built in mechanism to reduce waste volume by crushing action or other compacting method.

**1.01.27 Construction and Demolition Debris, C&D** “Construction and Demolition Debris” and “C&D” means building materials and solid waste from construction, deconstruction, remodeling, repair, cleanup, or demolition operations that are not “hazardous” as defined in PRC Section 40141. C & D includes, but is not limited to: asphalt, concrete, cement, brick, lumber, wallboard, roofing material, ceramic tile, plastic pipe, and associated packaging.

**1.01.28 Consumer Price Index, CPI** “Consumer Price Index” or “CPI” means the Consumer Price Index for San Francisco-Oakland-San Jose, CA, All Urban Consumers, and Standard Metropolitan Statistical Area as published bi-monthly by the United States Department of Labor, Bureau of Labor Statistics, or any successor index.

**1.01.29 Containers** “Containers” means Carts, Bins, Compactors and Debris Boxes used to provide Solid Waste, Recyclables or Green Waste Services.

**1.01.30 Contractor** “Contractor” means (insert company name).

**1.01.31 Contractor Compensation Fee** “Contractor Compensation Fee” means the Rate Compensation to the Contractor for provision of Collection, Recycling, Processing, Street Sweeping and Disposal services and that is subject to adjustment by a portion of CPI. The Contractor Compensation Rate per Service level is specified in Appendix D.

**1.01.32 Contractor Annual Rate Adjustment** “Contractor Compensation Rate Adjustment” means the Rate charged for each Service level, equal to one-hundred (100) percent (%) that is subject to annual adjustment by the Consumer Price Index.

**1.01.33 Contractor’s Rate** “Contractor’s Rate” means the operations and cost proposal submitted by Contractor and accepted by the City in response to this new Agreement, comprising the initial Rates for each Service level contained in Appendix D.

**1.01.34 City** “City”, “Inside City” means the incorporated area comprising the City of Vacaville, California, as its boundaries exist now or in the future.

**1.01.35 City Representative** “City Representative” means the City Manager, or his/her designee authorized by written notice to Contractor to enforce the terms of this Agreement.

**1.01.36 Customer** “Customer” means the person or entities receiving Collection, Recycling, Processing, Street Sweeping and Disposal Services.

**1.01.37 Debris Box** “Debris Box” means an open-top Container with a capacity of ten (10) to forty (40) cubic yards that is serviced using a roll-off truck.

**1.01.38 Delivery** “Delivery” means Solid Waste, Recyclables, or Green Waste has occurred once a Customer has deposited Solid Waste, Recyclables, or Green Waste in a receptacle or at a location that is designated for Collection pursuant to City’s codes or ordinances, or is otherwise lawfully discarded.

**1.01.39 Designated Transfer Facility** “Designated Transfer Facility” means the (insert facility name)\_\_\_\_\_ located at (insert facility address)\_\_\_\_\_, California, approved by the City to which the Contractor will transport all Solid Waste Collected for Processing and segregating under this Agreement.

**1.01.40 Designated Disposal Facility** “Designated Disposal Facility” means the (insert facility name) located at (insert facility address)\_\_\_\_\_, California approved by the City to which the Contractor will transport and/or dispose of all Solid Waste Collected or Processed under this Agreement, if and when required by City.

**1.01.41 Designated Recycling Facility** “Designated Recycling Facility” means the (insert name) \_\_\_\_\_, located at (insert address)\_\_\_\_\_ California approved by the City to which the Contractor will transport all Recyclable Materials for handling, processing, and preparing for marketing.

**1.01.42 Designated Green Waste and Food Waste Compost Processing Facility** “Designated Green Waste Compost Processing Facility” means the compost facility located at the (insert facility name and address)\_\_\_\_\_, California approved by the City to which the Contractor will transport all Green Waste and Food Waste for handling, processing, and preparing for marketing through beneficial reuse and diversion credits such as mulching and composting.

**1.01.43 Director of Public Works; Public Works Director** “Director of Public Works” and “Public Works Director” mean the Director of Public Works of the City of Vacaville or his or her authorized designee.

**1.01.44 Disposal** “Disposal,” “Disposing,” “Dispose,” or “Disposed” means the final disposition of Solid Waste Collected by Contractor.

**1.01.45 Diversion, Divert** “Diversion”, “Divert” means the tonnage or percentage of Collection Materials that are not Disposed or that is calculated in accordance with AB 939 and AB 341.

**1.01.46 Effective Date** “Effective Date” the start date of the Agreement.

**1.01.47 Electronic Waste (E-Waste)** “Electronic Waste” means all computers, entertainment device electronics, mobile phones, mp3 players, electronic notebooks, e-readers, navigation devices, and other similar items such as television sets.

**1.01.48 Extension** “Extension” means any of the Extension of this Agreement that may be provided or approved by the City.

**1.01.49 Food Waste** “Food Waste” means all source-separated organic material originally acquired for animal or human consumption included but not limited to: vegetable waste, fruit waste, grain waste, dairy waste, meat waste, fish waste; and non-recyclable paper.

**1.01.50 Franchise Fee** “Franchise Fee” means the portion of Rate Revenues due to the City from Gross Rate Revenues in return for grant of the exclusive rights provided for in this Agreement.

**1.01.51 Generator** (see “Producer”).

**1.01.52 Green Waste** “Green Waste” means organic and biodegradable materials such as leaves, grass, weeds, and wood materials from trees and shrubs.

**1.01.53 Gross Revenues** “Gross Rate Revenues” means all Rate Revenues collected by the Contractor from Customers within City Service area.

**1.01.54 Hazardous Waste** "Hazardous Waste" means material that is toxic, ignitable, reactive, or corrosive according to Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations. Other waste can be categorically or specifically included or excluded from the definition of Hazardous Waste. Hazardous Waste is defined in section 66261.3 of division 4.5 of title 22 of the California Code of Regulations. Hazardous Waste includes extremely hazardous waste, acutely Hazardous Waste, Resource Conservation and Recovery Act (“RCRA”) Hazardous waste, non-RCRA hazardous waste and Special Waste. Any waste that may be defined or characterized as hazardous by federal, state, local or other body having jurisdiction over Hazardous Waste.

**1.01.55 Household Hazardous Waste, HHW,** "Household Hazardous Waste" or “HHW” means the material used by the general public for household use which, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly stored, treated, disposed or otherwise managed.

**1.01.56 Household Hazardous Waste Facility** “Household Hazardous Waste Facility” means a facility which holds all required permits and approvals for acceptance of Hazardous Waste, and which disposes of or processes Hazardous Waste in accordance with Applicable Law.

**1.01.57 Leisure Town** “Leisure Town” means a special collection area of the City that requires smaller and lighter weight collection vehicles for solid waste collection on the circle street of Leisure Town including Bryce Way.

**1.01.58 Lifeline Service** “Lifeline Service” means service to Single family Residential Customers who are sixty-two (62) years or older.

**1.01.59 Major Arterials** “Major Arterials” means those streets which have a curb-to-curb or asphalt width wider than forty-eight (48) feet.

**1.01.60 Material Types** “Material Types” means, as defined by common industry standards and usage, and includes but is not limited to corrugated cardboard, newspaper, mixed paper, #1 and #2 plastics (polyethylene terephthalate (PETE) and high density polyethylene (HDPE), respectively), #3 – 7 plastics, aluminum, glass (green, amber, flint), ferrous metals, used motor oil and filters.

**1.01.61 Multi-Family Residential Premises** “Multi-Family Residential Premises or Multi-Family Dwellings” means Residential Premise containing four or more living units, including, but not limited to apartments, and condominiums.

**1.01.62 Party** “Party” or “Parties” means City or Contractor individually, or City and Contractor.

**1.01.63 Person** “Person” means and includes an individual, firm, corporation, limited liability company, association, partnership, political subdivision, governmental agency, municipality, industry, public or private corporation, or any other entity whatsoever.

**1.01.64 Placement** “Placement” means the deposit of source-separated materials by the Producer, Generator or user of such materials on public street or city approved designated areas for collection and removal for recycling purposes.

**1.01.65 Producer** “Producer” means and includes any Person that generates Recyclables.

**1.01.66 Program** “Program” means the Single Stream curbside recycling program herein established.

**1.01.67 Operational Costs** “Operational Costs” means and includes money paid to maintain the daily orderly function of the business activity.

**1.01.68 Rate Revenue** “Rate Revenue” means the revenue billed to and collected from Customers by Contractor for provision of Collection Services, as based on the Rates set forth herein as may be revised from time to time.

**1.01.69 Rates** “Rates” or “Rate” means the amount each Customer is billed as specified in the Rate schedule (Appendix D) as proposed by Contractor and approved by the City.

**1.01.70 Recyclable Materials, Recyclables** "Recyclable Materials" or "Recyclables" means discarded materials from the Customer intended for and capable of being Recycled, and that are separated, set aside, handled, packaged offered, or otherwise Delivered for Collection by a Customer in a manner different from Solid Waste. This includes the list of Recyclable Materials that may be set out as a minimum for Collection by Customers receiving Single-Stream Recycling Service. Other Recyclable Materials may be added to the list from time to time at the sole discretion of the City.

**1.01.71 Recycle, Recycled, Recycling** “Recycle, Recycled, Recycling” means the process of Collection, sorting, cleansing, treating and reconstituting Recyclable Materials that would otherwise be Disposed of, and returning them to the economy in the form of raw materials for new, reused, repaired, remanufactured, or reconstituted products. The Collection, transportation, or Disposal of Solid Waste not intended for, or capable of, reuse is not Recycling.

**1.01.72 Recycling Facility** “Recycling Facility” means that certain Recyclables processing facility located at 2021 Broadway Street, Insert name facility, California and commonly known as the Insert name facility Garbage Service Integrated Material Recovery Facility (IMRF), or any subsequent facility the City designates as the facility to accept and process the City’s collected Recyclable Materials pursuant to Article 7.

**1.01.73 Residential Areas** “Residential Areas” for street sweeping means those streets which are not within Business Districts or defined as Major Arterials.

**1.01.74 Residential Premises** “Residential Premises” means and includes any premises used or designated for use for residential purposes, irrespective of whether residence therein is transient, temporary, or permanent.

**1.01.75 Refuse** “Refuse” means Solid Waste material intended for Disposal and including: (1) all putrescible and nonputrescible wastes, except liquid-carried industrial wastes or sewage hauled as an incidental part of septic tank or cesspool-cleaning service; (2) garbage (i.e., putrescible animal, fish, food, fowl, fruit or vegetable matter, or any thereof, resulting from the preparation, storage, handling or consumption of such substances); (3) rubbish (such as printed materials, paper, pasteboard, rags, straw, used and discarded clothing, packaging materials, ashes, floor sweepings, glass, and other waste materials). The list of Refuse Materials that may be set out for Collection by Customers may be reduced or modified from time to time as mutually agreed between the Contractor and City.

**1.01.76 Residue** “Residue” means materials which remain after processing Recyclable Materials that cannot be Recycled under industry standard processes or means, marketed, or otherwise utilized, including, but not limited to, materials such as rocks, contaminated paper, putrescibles, and other debris. Residue shall not exceed ten (10) percent by weight of the materials processed for Recycling at the Insert name facility Garbage Service Integrated Material Recovery Facility (IMRF).

**1.01.77 Residential Premises “Residential Premises”** means and includes any premises used or designated for use for residential purposes, irrespective of whether residence therein is transient, temporary, or permanent.

**1.01.78 Self-Haul** “Self-Haul” means that any private individual may transport and dispose of non- commercial Solid Waste, Recyclable Materials or Green Waste generated by that individual and from the Service Area.

**1.01.79 Set-out** “Set-out” the placement of Acceptable Materials from one Single-Unit Residential Dwelling at the curb for collection on any given scheduled collection day.

**1.01.80 Single Family Residential** “Single Family Residential” those residential premises containing either one, two, three or four living units. A Single-Family Residential Dwelling includes single-unit family dwellings, as well as each part of a duplex, triplex or fourplex in which there is separate or individual Collection service.

**1.01.81 Single Stream** “Single Stream” the collection of Acceptable Materials commingled in the collection container excluding liquids, oil and filters.

**1.01.82 Signature Date** “Signature Date” means the date of execution of this Agreement by City Council.

**1.01.83 Single Stream Recycling** “Single Stream Recycling” means the use of a single Container to collect and commingle two or more material types of Recyclables.

**1.01.84 Solid Waste** "Solid Waste" means all discarded putrescible and non-putrescible solid, semi-solid and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, Construction and Demolition Debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded and other discarded substances or materials. Solid Waste does not include (1) Hazardous Waste, (2) low-level radioactive waste regulated under California Health and Safety Code Sections 114960, et. seq., (3) untreated medical waste which is regulated pursuant to the Medical Waste Management Act, California Health and Safety Code Sections 117600, et seq., (4) sludge, (5) electronic materials classified as universal waste pursuant to CCR Title 22, Section 66260.201 et. seq., or (6) Recyclable Materials, Green Waste or Food Waste that have been segregated from other waste material by the Generator.

**1.01.85 Solid Waste Tip Fee** “Solid Waste Tip Fee” means the Solid Waste disposal tip fee at the designated Disposal or Transfer Facility as approved by the City.

**1.01.86 Source Separated (materials)** “Source Separated (materials)” means Acceptable Materials which have been separated by the Producer from solid waste and Green waste pursuant to Contractor specification and placed in non-commingled recycling receptacles provided, including oil and filters.

**1.01.87 Special Services Rates** “Special Services Rates” are specific service-related charges that are contained on Appendix D, Schedule of Rates and that may be billed by the Contractor upon advance notice to the Customer.

**1.01.88 Special Waste** “Special Waste” includes flammable waste; liquid waste transported in a bulk tanker; sewage sludge; pollution control process waste; residue and debris from cleanup of a spill or release of chemical substances, commercial products, or any other Special Wastes; contaminated soil, waste, residue, debris, and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, Recycling, reclamation, or Disposal of any other Special Wastes; manure; waste water; explosive substances; radioactive substances; abandoned or discarded automobiles, trucks, motorcycles or parts thereof, including tires; fluorescent tubes; and any other materials that under current or future statute or regulation require the application of special treatment, handling, or disposal practices beyond those normally required for Solid Waste.

**1.01.89 Street Sweeping Services** “Street Sweeping Services” means the mechanical sweeping of publicly owned streets and parking lots within the City.

**1.01.90 Term** “Term” means the period in years of the Term and any Extension of the Agreement.

**1.01.91 Unacceptable but Recyclable Materials** “Unacceptable but Recyclable Materials” means those Unacceptable Materials for which a resale or reuse market exists.

**1.01.92 Unacceptable Materials** “Unacceptable Materials” means any solid waste, hazardous waste, contaminants or discards not included as Acceptable Materials.

**1.01.93 Universal Waste** “Universal Waste” means any wastes that are listed in Section 66261.9 of Division 4.5 of Title 22 of the California Code of Regulations and including Electronic Wastes such as appliances, devices, and other objects containing electronic components, and includes (but not limited to) computers, computer monitors, cellular telephones, copiers, fax machines, DVD players, VCR’s, televisions, printers, microwaves and toasters.

**1.01.94 Used and Refurbished Cart and Bin Containers** “Used and Refurbished Cart and Bin Containers” means Cart and Bin Containers that have been used prior by other Customers and have been reconditioned (repaired, cleaned, painted, etc.) by Contractor and are no older than three (3) in age at the Effective Date.

**1.01.95 Vacaville** “Vacaville” means the City of Vacaville

**1.01.96 Waste Characterization** “Waste Characterization” means the separation of materials collected in the curbside recycling Program into Material Types according to the marketing specifications utilized by the Recycling Facility and the measurement of the materials by statistically representative and valid methods to determine the component percentages of each.

**1.01.97 Green Waste** “Green Waste” means biodegradable materials such as leaves, grass, weeds, and wood materials from trees and shrubs, provided that larger items such as tree stumps and intact dead trees are Bulky Items.

## 1.02 INTERPRETATION

- A. **“Gender and Plurality”**. Words of the masculine gender mean and include correlative words of the feminine and neuter genders, and vice versa. Words importing the singular number mean and include the plural number, and vice versa, unless the context demands otherwise.
- B. **“Headings, Font”** Any captions or headings following the appendix, section, subsection, paragraph and article numbers and preceding the operative text of this Agreement are for convenience of reference only and do not in any way control or affect the scope, intent, meaning, construction, interpretation or effect of this Agreement. Any underlined, italicized, bold-faced, upper captioned or other font style is for ease of reading

administration only and does not in any way imply relative importance or unimportance of any provision of this Agreement.

- C. **“Including” and include**” or variations thereof, when used in this Agreement, means "including, without limitation", "including, but not limited to" and "including, at a minimum".
- D. **“Prompt** means as soon as practicable, but not less than two days, unless otherwise specified.
- E. **“Day or “days”** means calendar day or days unless otherwise specified.
- F. **“In this Agreement”** "hereof", "under this Agreement" and the like mean "in this Agreement", "of this Agreement", "under this Agreement", etc.; "in this heretofore" and "in this hereinafter" shall mean before and after the date of this Agreement, respectively.
- G. **“The date of this Agreement”** means the date this Agreement is made and entered into as provided above in the recitals. The “date of this Agreement” is separate from the “Effective Date” of the Agreement.
- H. **References to Parts.** References to Sections and Articles refer to Sections and Articles of this Agreement, unless specified otherwise. References to Appendices refer to Appendices attached to this Agreement.
- I. **Examples.** Uses of examples are for purpose of illustration only. If the examples and the provisions which they illustrate conflict or are ambiguous, the provisions shall govern.
- J. **Exercise of Options.** The Parties' exercise of any approval, disapproval, consent, option, discretion, election, opinion or choice under this Agreement or interpretation of this Agreement is deemed reasonable in accordance with Applicable Law, *unless* this Agreement specifically provides that the exercise is in each respective Party's independent, sole, exclusive or absolute discretion, control or judgment, in which event the other Party may not question the reasonableness or unreasonableness of the first Party's actions. Parties shall nevertheless exercise their rights and remedies in good faith in accordance with Applicable Law.
- K. **Specifics no limitation on generalities.** The mention of any specific duty or liability imposed upon the Contractor may not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this Agreement.
- L. **Ambiguities, Inconsistencies, and Conflicts.** If any provisions contained in the text of the Articles and in any Appendices to this Agreement are ambiguous, inconsistent or conflict, the provisions of the text shall govern.

### 1.03 GOVERNING LAW

This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of California, without giving effect to the State's principles of conflicts of laws.

### 1.04 SEVERABILITY

If any material clause, sentence, provision, subsection, Section or Article of this Agreement or Appendix to this Agreement (an “Agreement Provision”) is ruled invalid, unenforceable, void, illegal or unconstitutional by any court of competent jurisdiction, then the Parties shall:

1. promptly meet and negotiate in good faith a substitute for that Agreement Provision which shall, to the greatest extent legally permissible, effectuate the intent of the Parties in this Agreement;

2. if necessary or desirable to accomplish preceding item (1) above, apply to that ruling court for a judicial construction of the substituted portion of this Agreement; and
3. negotiate those changes in, substitutions or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with preceding items (1) and (2) above to effect the intent of the Parties in the invalid Agreement Provision.
4. If any non-material provision of this Agreement is deemed for any reason to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

## ARTICLE 2 REPRESENTATION AND WARRANTIES OF CONTRACTOR

Contractor represents and warrants, as of the date of this Agreement, the following:

### 2.01 CORPORATE STATUS

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

### 2.02 CORPORATE AUTHORIZATION

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

### 2.03 AGREEMENT DULY EXECUTED

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

## ARTICLE 3 TERM OF AGREEMENT

### 3.01 EFFECTIVE DATE

The Effective Date of this Agreement shall be July 1, 2013.

### 3.02 TERM

The Term of this Agreement shall begin on the Effective Date and shall end on June 30, 2023, unless earlier terminated, or extended as provided in Article 3.03. Contractor's obligation to collect Solid Waste, Recyclable, Green Waste, and Street Sweeping Materials and, Process Recyclables and Green Waste and provide Disposal services shall begin on July 1, 2013 and shall continue for the remainder of the Term.

### 3.03 EXTENSION OF TERM

The Term of the Agreement may be extended for one (1) five-year extension period upon mutual agreement of the Parties. At any time during or prior to the calendar year 2022, the Parties may meet and confer on the possibility of implementing a five (5) year extension of the Term.

### 3.04 CONDITIONS OF AGREEMENT

- A. Obligation of City to Perform.** The obligation of City to perform under this Agreement is subject to satisfaction, on or before the Effective Date, of each of the conditions set out below, each of which may be waived in whole or in part by City:
1. **Accuracy of Representations.** The representations and warranties made by Contractor in Article 2 shall be true and correct on and as of the Effective Date.
  2. **Effectiveness of City's Approval.** The approval of this Agreement by City shall have become effective, pursuant to California law, on or before the Effective Date.
- B. Obligation of Contractor to Perform.** The obligation of Contractor to perform under this Agreement is subject to the satisfaction, on or before the Effective Date, of both of the conditions set forth below, each of which may be waived in whole or in part by Contractor.
1. **Absence of Litigation.** There shall be no litigation pending on the Effective Date in any court challenging the execution of this Agreement, or seeking to enjoin its performance.
  2. **Effectiveness of City's Approval.** The approval of this Agreement by City shall have become effective, pursuant to California law.
- C. Notice.** If either Party wishes to assert that a condition for its benefit has not been satisfied and has not been waived, it must deliver written notice to that effect to the other party on the Effective Date. If no such notice is received, the Agreement shall become effective on the Effective Date.
- 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.

## ARTICLE 4 SCOPE OF AGREEMENT

### 4.01 SCOPE OF AGREEMENT

- A.** Through this Agreement, City grants to Contractor an exclusive right to provide the following Services, except as provided in Article 4.02 or as prohibited by Applicable Law, to Collect, Recycle, Process and Dispose of the following materials in the Collection Services Area:
1. Solid Waste generated at Residential, Multi-Family and Commercial Premises;
  2. Recyclable Materials generated at Residential, Multi-Family and Commercial Premises;
  3. Green Waste Materials generated at Residential, Multi-Family and Commercial Premises;
  4. Street Sweeping Services within the Collection Services Area;
  5. Used Oil and Used Oil Filters collected at the curbside from Residential and Multi-Family Premises; and
  6. Used Batteries collected at the curbside from Residential and Multi-Family Premises.

- B.** Through this Agreement, Contractor agrees to provide the following facilities and services in the Collection Services Area:
  1. Local Office Facility for the payments of bills and inquires into services;
  2. Permanent Household Hazardous Waste Collection Facility for Collection of all Household Hazardous Waste Generated within the Service Area;
  3. California Redemption Value (CRV) Facility for the drop-off center for collection and payment of CRV materials.

4.02 LIMITATIONS ON SCOPE

City may permit the Collection, Recycling or Disposal of any of the following materials by Persons other than Contractor without seeking or securing any approval from Contractor:

- A.** Recyclable Materials by the Generator and donated to youth, civic, or charitable organizations;
- B.** Recyclable Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500 *et seq.* California Public Resources Code;
- C.** The existing Boy Scout recycling collection conducted monthly in Leisure Town in which residents of Leisure Town that are not eligible to participate in the City’s Recycling program are able to place Recyclables for pick up by a local Boy Scout Troop.
- D.** By-products of sewage treatment including sludge, sludge ash, grit, and screenings;
- E.** Hazardous Waste, Medical Waste, and Designated Waste (as defined in Section 13173 of the California Water Code as may be amended or renumbered from time to time);
- F.** Source Separated E-Waste and Source Separated Universal Waste;
- G.** Green Waste Materials Composted at Residential and Commercial Premises;
- H.** Materials generated by public schools, county, state, and federal facilities, provided that the Generator has arranged services with other Persons or has arranged services with the Contractor through a separate agreement;
- I.** The removal of Solid Waste when the primary service performed is any of the following as set forth in Section 8.08.040 of the Vacaville Municipal Code as may be amended from time-to-time:
  1. Garden trimmings and Green Waste when removed and transported by the gardening service performing the gardening;
  2. Construction and Demolition Debris which is accumulated as the result of new construction, or structure demolition or modification, when:
    - A.** The building or demolition/modification Contractor owns and operates the hauling equipment necessary to remove and haul the construction and Demolition Debris generated, or
    - B.** The Construction and Demolition Debris generated is hauled by a vehicle or trailer known as an “end dump” which vehicles or trailer must have a non-detachable debris Container with an open top and cannot be capable of loading itself and the driver remains with the vehicle while it is being loaded, provided further that equivalent services or equipment are not available from the contractor.

3. Solid Waste or Green Waste which must be removed only as incident to the infrequent clearing of a Premise and when a vehicle or container of no greater than five (5) cubic yards is used to remove the Solid Waste or Green Waste;
4. Rubbish (as defined in Vacaville Municipal Code Chapter 8.08), Green Waste or Bulky Waste created or produced by a resident or his or her household and hauled or transported by the resident of the Premise, provided the same is kept, hauled or transported and disposed of under the rules and regulations prescribed in Section 8.08 of the City Code.

## ARTICLE 5 SCOPE OF SERVICES

### 5.01 GENERAL

The work to be done by Contractor shall include furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the scope of services required and the payment of related expenses including, but not limited to, all taxes and utility charges. The work to be done by Contractor shall be accomplished in a thorough and professional manner so that the residents and businesses within the City are provided reliable, courteous, and high-quality service at all times.

### 5.02 SOLID WASTE COLLECTION

- A. Single-Family Residential Premises.** Contractor shall collect Solid Waste from Single Family Residential Premises once per week from Contractor-provided Carts. Contractor shall provide each Customer new or refurbished Cart Containers as specified in Article 9.04. Prior to distribution of Single Family Residential Solid Waste Cart Containers, Contractor shall mail a notice to each Customer indicating that the Customer shall receive a ninety-six (96) gallon default size Cart Container for Solid Waste Collection unless the Customer responds to the notice (i.e., by mail, email, phone or website form) and requests an alternate Cart Container size (thirty-two (32) or sixty-four (64) gallon by noting the preference (except in the case of residents of Leisure Town who will be notified of the thirty-two (32) gallon default Cart Container).

Contractor shall Collect Cart Containers curbside unless the Customer has requested Backyard Collection Service and has agreed to pay the service Rate. In such case, Contractor shall Collect Cart Containers from and return Cart Containers to the alternative service location (such as the side or back backyard) specified by the Customer. New service recipients shall be notified upon signing up for service, of the Backyard Collection service options.

- B. Multi-Family Residential Premises.** Contractor shall collect Solid Waste from Multi-Family Residential Premises as frequently as scheduled by Customer, but not less than once per week. Contractor shall provide each Customer new or refurbished Cart and Bin Containers as specified in Article 9.04. Prior to distribution of Multi-Family Residential Premise Solid Waste Cart Containers, Contractor shall mail a notice to each Customer indicating that the Customer shall receive new or refurbished thirty-two (32) gallon Cart Container(s) as the default size equivalent per multi-family unit for Solid Waste Collection unless the Customer responds to the notice (i.e., by mail, email, phone or website form) and requests an alternate Cart Container size (sixty-four (64) or ninety-six (96) gallon Cart Container) by noting the preference. Bin Containers in the sizes including 1, 2, 3 4 and 6 cubic yards can also be offered by Contractor to Multi-Family Residential Premise Customers.

Contractor shall allow Multi-Family Residential Premise Customers to use Cart Containers or Bin Containers for Solid Waste Collection that are shared by the residents of the Premises. Contractor shall provide one or more Cart Containers or Bin Containers to such Customers as requested by Customer. Contractor shall provide each Customer with a choice of one or more Cart Containers or Bin Containers as specified in Article 9.04.

Contractor shall give special consideration when determining the Cart Container(s) and Bin Container(s) Collection location for Multi-Family Residential Premises to ensure that traffic is not impeded and that it does not result in aesthetic degradation of an area. The designated Cart Container(s) and Bin Container(s) Collection location, if disputed by Customer or Contractor, shall be approved by the City. If, in the City's opinion, the location of an existing Cart Container(s) and Bin Container(s) Collection location is inappropriate, City may require the Customer or Contractor to relocate the Collection Containers elsewhere.

- C. Commercial Premises.** Contractor shall Collect Solid Waste from Commercial Premises as frequently as scheduled by the Customer, but not less than once per week. Contractor shall allow each Commercial Premises to use Cart Containers, Bin Containers, or Debris Box Containers and provide each Customer with a choice of one or more Carts or Bins as specified in Article 9.04.

Prior to distribution of Commercial Premises Solid Waste Cart Containers, Contractor shall mail a notice to each Customer indicating that the Customer shall receive a new or refurbished thirty-two (32) gallon default size Cart Container for Solid Waste Collection unless the Customer responds to the notice (i.e., by mail, email, phone or website form) and requests an alternate Cart Container size (sixty-four (64) or ninety-six (96) gallon) by noting the preference. Bin Containers in the sizes including 1, 2, 3 4 and 6 cubic yards can also be offered by Contractor to Commercial Customers.

Contractor shall allow each Commercial Premises to use Cart Containers or Bin Containers for Solid Waste Collection that is shared by the occupants of two or more adjacent Commercial Premises. In such case, Contractor shall provide one or more Cart Containers or Bin Containers as requested by the Customer(s). Contractor shall provide each Customer with a choice of one or more new or refurbished Cart Containers or Bins Container as specified in Article 9.04.

Contractor shall allow a Customer to use a Debris Box Container for Solid Waste Collection to meet the Customer's permanent Disposal needs. Contractor shall provide Customer with a choice of Debris Box Container sizes including 20, 25, 30, 35, and 40 cubic yard capacity.

- D. City Facilities.** Contractor shall Collect Solid Waste from City Facilities as frequently as scheduled by the City, but not less than once per week, and at no cost to City. Contractor shall allow the City Facility to use Cart Containers, Bin Containers, or Debris Boxes for Solid Waste Collection. Contractor shall provide the City with a choice of one or more Cart Containers, Bin Containers or Debris Boxes as specified in Article 9.04.

Contractor shall collect Solid Waste from public street, park, and parking lot litter receptacles between one (1) and six (6) Days per week as determined by City. Contractor is responsible for notifying City if a public receptacle is inoperable within twenty-four (24) hours of observing or being notified of the defect.

Contractor shall provide the City with the Solid Waste Collection services at the service location and service levels and frequencies identified in Appendix A. Contractor may

integrate Collection of Solid Waste Containers from City Facilities with other Collection services in the Service Area.

### 5.03 RECYCLABLE MATERIALS COLLECTION

Contractor shall Collect Recyclable Materials from Customers that have Source Separated the Recyclable Materials from Solid Waste and placed these materials in the Customer's Recyclable Materials Collection Cart Container for Collection by Contractor. Acceptable (Recyclable) Materials Contractor shall accept and process include mixed paper (e.g., ledger, computer, junk mail, magazines, paperback books, cereal boxes, envelopes, paper shopping bags, and non-metallic wrapping paper); corrugated cardboard; newspaper; scrap metal including aluminum cans, and foil; steel, bi-metal and tin cans; glass jars and bottles; plastic types 1-7; plastic tools and toys and other plastic materials (if readily identifiable as being recyclable); juice boxes and milk cartons (aseptic packaging, Tetra Pak); and telephone books. At the sole discretion of the City, additional materials for recycling collection may be added during the term of the Franchise Agreement.

The City may request at its sole discretion, Collection of additional Recyclable Material types by the Contractor at no additional compensation to the Contractor.

- A. Single Family Dwellings.** Once per week, Contractor shall Collect Single Stream Recyclable Materials from Single Family Dwellings on the same day as Collection of Solid Waste. Contractor shall provide each Single Family Dwelling with one Cart Container for Single-Stream Recyclable Materials. Contractor shall provide each Single Family Dwelling with a ninety-six (96) gallon Cart Container as the default size. Prior to distribution of Single Family Recyclable Materials Cart Containers, Contractor shall mail a notice to each Customer indicating that the Customer shall receive a ninety-six (96) gallon default size Cart Container for Recyclable Materials Collection unless the Customer responds to the notice (i.e., by mail, email, phone or website form) and requests an alternate Recyclable Materials Cart Container size (thirty-two (32) or sixty-four (64) gallon) by noting the preference. Contractor shall Collect Recyclable Material Cart Containers Curbside unless the Customer is provided Backyard Collection Service. For Backyard Service, Contractor shall Collect Recyclable Material Cart Containers from and return Cart Containers to the alternative service location specified by the Customer. Contractor shall also provide to Customers upon their request one (1) additional Recycling Cart Container at no additional cost.
- 1. Used Motor Oil and Used Motor Oil Filters.** Upon Customer's request, within five (5) Business Days of such request, at no additional cost to Customer, Contractor shall Collect Used Motor Oil and Used Motor Oil Filters placed at the Collection location by Customer for Collection in Contractor provided containers. Contractor shall not be required to collect more than two (2) gallons of Used Motor Oil per Customer weekly. Contractor shall provide one-gallon translucent plastic Recyclable Containers with screw-on tops for Used Motor Oil Collection and six-millimeter (or equivalent) plastic zip-close type bags for Used Motor Oil Filter Collection.
  - 2. Household Batteries.** Contractor shall collect from Single Family Residential Premises household batteries placed on top of or adjacent to the Recyclable Materials Cart Container in Contractor or Customer provided clear zip-lock or tie-close plastic bags clearly marked "Used Batteries". 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. For the purposes of this Agreement, the types of batteries allowed for collection and recycling will include:

- a. Regulated batteries must bear the three (3) chasing arrows or a comparable recycling symbol.
- b. Nickel-cadmium batteries must be labeled “nickel-cadmium” or “Ni-Cd,” with the phrase “BATTERY MUST BE RECYCLED OR DISPOSED OF PROPERLY.”
- c. Regulated lead-acid batteries must be labeled “Pb” or with the words “LEAD,” “RETURN,” and “RECYCLE” and, if the regulated batteries are sealed, the phrase “BATTERY MUST BE RECYCLED.”
- d. Rechargeable consumer products containing non-removable Ni-Cd batteries must be labeled with the phrase “CONTAINS NICKEL-CADMIUM BATTERY. BATTERY MUST BE RECYCLED OR DISPOSED OF PROPERLY.”
- e. Rechargeable consumer products containing non-removable regulated lead-acid batteries must be labeled with the phrase “CONTAINS SEALED LEAD BATTERY. BATTERY MUST BE RECYCLED.”

Contractor shall Collect Used Motor Oil, Used Motor Oil Filters, and household batteries from Single Family Residential Dwellings on the same day that Solid Waste Collection is provided.

**B. Multi-Family Residential Premises.** Multi-Family Residential Premises Customers that subscribe to Solid Waste Collection service shall be entitled to Single Stream Recyclable Materials Collection at no additional charge, and Contractor shall provide the level of service required by Multi-Family Residential Premise Customers requesting services. Prior to distribution of Multi-Family Residential Premise Recyclable Materials Cart Containers, Contractor shall mail a notice to each Customer indicating that the Customer shall receive new or refurbished ninety-six (96) gallon Recyclable Materials Cart Container(s) as the default size unless the Customer responds to the notice (i.e., by mail, email, phone or website form) and requests an alternate Recyclable Materials Cart Container size (thirty-two (32) or sixty-four (64) gallon Recyclable Materials Cart Container by noting the preference. Bin Containers in the sizes including 1, 2, 3 4 and 6 cubic yards can also be offered by Contractor to Multi-Family Residential Premises Customers. The Contractor shall distribute Recyclable Materials Containers to all Multi-Family Residential Premise Customers unless the Customer has notified the Contractor that they do not want to participate in the Recyclable Materials Collection program.

Contractor shall Collect Single-Stream Recyclable Materials at Multi-Family Residential Premises at least once per week or more frequently as scheduled, up to six (6) times per week, by the Customer. The designated Recyclables Materials Cart Container Collection location, if disputed by Customer or Contractor, shall be approved by the City. Recyclable Materials Cart Containers and Bins may be shared by the occupants of the Multi-Family Residential Premises. Contractor shall provide extra Carts for use in the mail room of the Multi-Family Residential Premises if requested by the Customer. For the purposes of this Agreement, the types of batteries allowed for collection and recycling will include:

1. **Household Batteries.** Contractor shall provide for the Collection of Household Batteries from all Multi-Family Residential Premises by providing one (1) thirty-two (32) gallon Cart Container which is clearly labeled for “Disposal of Used Batteries”. Customers shall place Household Batteries in clear zip-lock or tie-close plastic bags prior to placement in the Household Batteries Cart Container. The Multi-Family Residential Premise Household Battery Cart Container shall be collected weekly or at a schedule mutually agreed to between Contractor and the Customer.

2. Regulated batteries must bear the three (3) chasing arrows or a comparable recycling symbol.
3. Nickel-cadmium batteries must be labeled “nickel-cadmium” or “Ni-Cd,” with the phrase “BATTERY MUST BE RECYCLED OR DISPOSED OF PROPERLY.”
4. Regulated lead-acid batteries must be labeled “Pb” or with the words “LEAD,” “RETURN,” and “RECYCLE” and, if the regulated batteries are sealed, the phrase “BATTERY MUST BE RECYCLED.”
5. Rechargeable consumer products containing non-removable Ni-Cd batteries must be labeled with the phrase “CONTAINS NICKEL-CADMIUM BATTERY. BATTERY MUST BE RECYCLED OR DISPOSED OF PROPERLY.”
6. Rechargeable consumer products containing non-removable regulated lead-acid batteries must be labeled with the phrase “CONTAINS SEALED LEAD BATTERY. BATTERY MUST BE RECYCLED.”

**C. Commercial Premises** Commercial Customers that subscribe to Solid Waste Collection service shall be entitled to Collection of Recyclable Materials at no additional charge, and Contractor shall provide the level of service required by the Commercial Customer unless the Customer has notified the Contractor that they do not want to participate in the Commercial Recyclable Materials Collection program. The level of service Contractor shall provide includes Single-Stream Recyclable Materials Collection or Source Separated Collection of cardboard, mixed paper, food and beverage Recyclable Containers, or other Recyclable Materials listed in Article 5.03.

Prior to distribution of Commercial Recyclable Materials Cart Containers, Contractor shall mail a notice to each Customer indicating that the Customer shall receive new or refurbished ninety-six (96) gallon Recyclable Material Cart Container(s) as the default size unless the Commercial Customer responds to the notice (i.e., by mail, email, phone or website form) and requests an alternate Recyclable Materials Cart Container size (thirty-two (32) or sixty-four (64) gallon Recyclable Materials Cart Container by noting the preference. Bin Containers in the sizes including 1, 2, 3 4 and 6 cubic yards may also be offered by Contractor to Commercial Customers.

The Contractor shall distribute Recyclable Materials Containers to all Commercial Customers unless the Customer has notified the Contractor that they do not want to participate in the Commercial Recyclable Materials Collection program. Commercial Premises that received Solid Waste Bin Container Collection shall be entitled to receive, at no additional cost, an equivalent size Recycling Materials Bin Container for receipt of Single Stream or Source Separated Recyclable Materials.

Contractor shall Collect Single-Stream or Source Separated Recyclable Materials at Commercial Premises at least once per week or more frequently as scheduled, up to six (6) times per week, by the Customer. The designated Recyclables Materials Cart Container or Bin Container Collection location, if disputed by Customer or Contractor, shall be approved by the City. Recyclable Materials Cart Containers and Bin Containers may be shared by the occupants of the Commercial Premises.

Contractor shall provide for a Customer, at a Rate approved by the City, to use Debris Box Container(s) for Recyclable Materials Collection to meet the Customer’s temporary and permanent Recyclable Materials needs. Contractor shall provide Customer with a choice of Debris Box Container sizes including 20, 25, 30, 35, 40, cubic yard capacity.

Contractor shall Collect Single-Stream or Source Separated Recyclable Materials from Debris Boxes at Commercial Premises at least once per week or more frequently as scheduled, up to six (6) times per week, by the Customer.

- D. City Facilities** Contractor shall provide Solid Waste, Recyclables and Green Waste Collection service to City Facilities at no additional charge, and Contractor shall provide the level, type and frequency of service required by City Facilities as set forth in Appendix A. The level of service Contractor shall provide includes Solid Waste Collection, Single-Stream Recyclable Materials Collection or Source Separated Collection of cardboard, mixed paper, food and beverage Recyclable Containers and other Recyclable Materials listed in Section 5.03, in Cart Containers, Bin Containers and Debris Boxes in a manner that best suits the needs of the City Facility. City may amend the list of City Facilities in Appendix A upon 30 Days written notice to Contractor.

Contractor shall Collect Single Stream Recyclable Materials or other Source Separated Recyclable Materials Generated at City Facilities at least once per week or more frequently as scheduled, up to six (6) times per week at the designated location agreed upon by Contractor and the City.

Contractor shall also provide Collection Services to Public Street, Park, and Parking Lot Recycling Receptacles as listed in Appendix A. Contractor shall collect Solid Waste and Recyclable Materials from public street, park, and parking lot recycling receptacles, between one (1) and six (6) times per week as determined by City. Contractor is responsible for notifying City if a public receptacle is inoperable within twenty-four (24) hours of observing or being notified of the defect.

#### 5.04 GREEN WASTE MATERIALS COLLECTION

- A. Single Family Premises.** Contractor shall collect Green Waste Materials from Single Family Premises once per week on the same day as Solid Waste and Recyclable Materials Collection service. Contractor shall provide each Single Family Premises with one (1) ninety-six (96) gallon Cart Container as the default size unless the Customer requests a smaller Cart Container of thirty-two (32) gallons or sixty-four (64) gallons in size. Contractor shall Collect Cart Containers at the curbside unless the occupant is provided Backyard Collection Service. In this situation, Contractor shall collect from and return the Green Waste Cart Container to the alternative service location (such as the side or backyard) specified by the Customer. Contractor shall also provide to Customers upon their request one (1) additional Green Waste Cart Container at no additional cost.
- B. Multi-Family Residential Premises.** Multi-Family Residential Premise Customers shall have the option of voluntarily subscribing to Green Waste Collection services and shall pay Contractor for such service in accordance with City approved Rates. Contractor shall collect Green Waste from Multi-Family Residential Premises as frequently as scheduled by Customer, but not less than once per week. Contractor shall provide each Customer with a choice of Cart Containers or Bin Containers as specified in Article 9.04. Contractor shall Collect Green Waste Materials at the location agreed upon by Contractor and Customer. The designated Collection location, if disputed by Customer or Contractor, shall be approved by the City.
- C. Commercial Premises.** Commercial Customers shall have the option of voluntarily subscribing to Green Waste Collection services and shall pay Contractor for such service in accordance with City approved Rates. Contractor shall Collect Green Waste from Commercial Premises as frequently as scheduled by Customer, but not

less than once per week. Contractor shall provide each Customer with a choice of Cart Containers or Bin Containers as specified in Article 9.04. Contractor shall Collect Green Waste Materials at the location agreed upon by Contractor and Customer. The designated Collection location, if disputed by Customer or Contractor, shall be approved by the City.

- D. Commercial Food Waste Collection.** Commercial Customers that generate Food Waste shall have the option of voluntarily subscribing to Commercial Food Waste Collection services and shall pay Contractor for such service in accordance with City approved Rates. Contractor is encouraged to proactively seek out Commercial Customers to subscribe to Food Waste Collection services. Contractor shall collect Commercial Food Waste from Commercial Premises as frequently as scheduled by Customer, between one (1) and six (6) times per week. Contractor shall provide each Customer with a choice of Cart Containers or Bin Containers for Food Waste Collection as specified in Article 9.04. Contractor shall Collect Food Waste Materials at the location agreed upon by Contractor and Customer. The designated Collection location, if disputed by Customer or Contractor, shall be approved by the City.
- E. City Facilities.** Contractor shall provide Green Waste Collection service to City Facilities at no additional charge, and Contractor shall provide the level, type and frequency of service required by City Facilities as presented in Appendix A. Contractor shall Collect Green Waste Generated at City Premises at least once per week or more frequently as scheduled, up to six (6) times per week at the designated location agreed upon by Contractor and the City.
- F. Holiday Tree Collection.** Contractor shall annually Collect Holiday Trees from Residential and Multi-family Premises for fifteen (15) consecutive Business Days commencing on December 26 at a Rate approved by the City. Contractor shall perform Collection of Holiday Trees for Single Family and Multi-Family Dwelling occupants on the scheduled Collection day for Solid Waste Collection. Contractor shall be required to collect trees placed adjacent to a Green Waste Cart Container for Single Family Premises for fifteen (15) Business Days commencing December 26. After fifteen (15) Business Days commencing December 26, Contractor shall be required to collect trees placed inside a Green Waste Cart Container. These Collection requirements also apply to Backyard Collection Service.

Contractor shall deliver a Bin Container or Debris Box for Holiday Tree Collection to Multi-Family Residential premises at no charge upon request of the Customer. The location for delivery of the Bin Container or Debris Box shall be agreed upon by the Customer, and Contractor shall remove the Bin Container or Debris Box, or collect the trees loose, on the date requested by the Customer, which shall be no later than fifteen (15) consecutive Business Days after December 26. Contractor shall notify all Multi-Family Premise Customers annually of this program and explain the requirements of the program, dates of service, and any materials collection preparation or participation requirements, including the option to order a Bin Container or Debris Box, or collect the trees loose from designated collection locations.

#### 5.05 MIXED CONSTRUCTION AND DEMOLITION MATERIAL COLLECTION AND RECYCLING SERVICES

Except as set forth in Chapter 8.08 of the Vacaville Municipal Code as it may be amended from time to time, Contractor shall provide exclusive service and Collect mixed Construction and

Demolition (C&D) Material from Single Family Premises, Multi-Family Premises, Commercial Premises and City Facilities by providing Debris Boxes with a capacity of 20, 25, 30, 35, 40 cubic yards. Contractor shall Collect Construction and Demolition Material including:

1. Discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, copper, aluminum, glass, brick, concrete, asphalt material, pipe, gypsum, wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure and/or landscaping, including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing, landscaping and development operations for a construction project;
2. Remnants of new materials, including but not limited to: cardboard, paper, plastic, wood, and metal scraps from any construction and/or landscape project.
3. The frequency of Collection shall be at the discretion of the Customer and include temporary services (one-time only), and regular continuing services from one (1) and up to six (6) days per week.
4. Contractor shall deliver, and recycle for reuse C&D materials collected at Single Family Premises, Multi-Family Premises and Commercial Premises. Mixed C&D that qualify as recyclable and reusable materials means and includes:
  - (i) Inert solids include asphalt, concrete, rock, stone, brick, dry wall, sand, soil and fines;
  - (ii) Wood materials, including any and all dimensional lumber, fencing or construction wood that is not chemically treated, creosoted, CCA pressure treated, contaminated or painted;
  - (iii) Vegetative materials, including trees, tree parts, shrubs, stumps, logs, brush or any other type of plants that are cleared from a site for construction or other use;
  - (iv) Metals, including all metal scrap such as, but not limited to, pipes, siding, window frames, door frames and fences;
  - (v) Roofing materials including wood shingles and shakes as well as asphalt, stone and slate based roofing material;
  - (vi) Salvageable materials and structures, including, but not limited to dry walls, doors, windows, fixtures, hardwood flooring, sinks, bathtubs and appliances; and
  - (vii) Any other materials that the City Public Works Department determines can be recycled and diverted.

#### 5.06 SINGLE FAMILY TWICE ANNUAL ON-CALL RESIDENTIAL CLEAN UP COLLECTION SERVICE

Contractor shall provide two separate, On-Call Residential Clean Up Collection Service events at the curbside to each Single Family Premise annually upon the Customer's request and at no additional cost to Customer. Contractor shall schedule the twice annual On-Call Residential Clean Up Collection Service events on the regularly scheduled Solid Waste Collection day for no more than five (5) Business Days after the Customer's request. Contractor shall allow the scheduling of the twice annual On-Call Residential Clean Up Service events from January 2 through December 1 each year. Contractor may provide additional On-Call Residential Clean Up Collection Service events for a Customer beyond two (2) per year, and shall be entitled to charge the Customer at City approved Rates.

The Single Family customer participation guidelines include:

1. Solid Waste, Recyclable Materials, Green Waste – Up to two (2) cubic yards of materials per event. Such materials must be bagged, boxed, bundled, or containerized by the Customer.
2. Major Appliances – Two large appliances per event (e.g., washing machine, clothes dryer, refrigerator, freezer).
3. Bulky Items – Two (2) large bulky items per event (e.g., furniture, mattresses, or up to four tires).
4. E-Waste – Three (3) items per event (e.g., a computer, computer monitor, printer or television).

Contractor shall reject: liquids or sludges; materials which exceed six (6) feet in length; commercial-sized refrigerators or freezers; construction and demolition debris; hazardous waste; or medical waste. Contractor may reject any individual item that weighs more than seventy-five (75) pounds (excluding major appliances) unless customer has paid, or has agreed in advance to pay an additional fee for service. Contractor may reject un-containerized materials if it is deemed that collection of such material involves a safety or other hazardous situation. In such a situation, the Contractor shall be required to leave a “non-collection notice” for the reason(s) the bulky waste material was not picked up. The Contractor shall be required to Collect and separate materials in a manner that maximizes reuse, recycling, composting, and diversion of materials from Disposal that can be feasibly recovered.

#### 5.07 COLLECTION FOR CITY SPONSORED COMMUNITY VENUES AND EVENTS

- A.** Contractor shall provide Collection services for City-sponsored Community Venues and Events within the City. City-sponsored Community Venues and Events are listed in Appendix A. Contractor shall provide the Collection services required at these Venues and Events at no additional charge to City.
- B.** In addition to those Venues and Events specified in Appendix A, Contractor shall provide Solid Waste and Recyclable Materials Collection services to City-sponsored Community Venues and Events as may be specified by City from time to time during the term of this Agreement. Contractor shall provide an adequate number and type of Collection Cart(s) or Bin Container(s) for such Venues and Events and shall coordinate such Collection Services with City. Further, upon City’s request, Contractor shall provide an adequate number of Contractor’s employee(s) for such Venues and Events in order to ensure that: (i) all Solid Waste and Recycling Collection areas that are established at such Venues and Events for use by patrons are kept clean and uncontaminated; (ii) Carts or Bin Containers are emptied or exchanged as the need arises; and, (iii) overages and spills are promptly cleaned up.

#### 5.08 CALIFORNIA REDEMPTION BUY BACK FACILITY

Contractor shall provide a California Redemption Value (CRV) Buy Back Facility within the City limits for Single Family Residential and Multi-Family Residential Customers. Contractor shall operate the CRV Buy Back Facility to provide the public with a convenient location to drop-off recyclable materials with CRV redemption qualities including aluminum cans, glass, plastic bottles, cardboard, newspaper and scrap metal among other materials with a value. Contractor shall operate the CRV Buy Back Facility and be open from 9:00 a.m. to 3:00 p.m. six (6) days per

week, Monday through Saturday except on CITY designated holidays. Contractor shall comply with all Beverage Container Recycling Recyclers and Processors guidelines established by CalRecycling. Contractor shall adhere to the following certification guidelines for accepting CRV items:

1. Keep State CRV Buy Back Facility certificate posted at facility;
2. Post prices paid for all materials accepted and hours of operation as required;
3. Accept all beverage container types indicated on the application submitted to the State for certification as a CRV Buy Back Facility;
4. Properly inspect all materials accepted and redeemed; and
5. Keep proper receipts and logs of material accepted and redeemed.
6. Contractor shall employ members of the non-profit organization Pace Solano, an organization that provides employment opportunities to adults with developmental disabilities, to staff the CRV Buy-Back Facility.

#### 5.09 HOUSE HOLD HAZARDOUS (HHW) FACILITY AND UNIVERSAL WASTE COLLECTION AND DROP-OFF FACILITY

Contractor shall provide to City residents, free of charge, a House Hold Hazardous Waste (HHW) and Universal Waste Facility for drop-off of batteries, used oil, used filter, and latex paint for the proper and safe collection, recycling and disposal of these materials. The HHW facility shall also be required to accept Universal Waste which is defined in Section 1.01.90, herein, and includes, but is not limited to:

1. Batteries - includes all batteries, AAA, AA, C, D, button cell, 9-volt, and all others, both rechargeable and single use containing Cadmium, Copper, and (in older batteries) Mercury
2. Cell Phones
3. Computers and Computer Monitors
4. Electronic Devices
5. Fluorescent Lamps
6. Mercury wastes like thermometers and toys
7. Non-empty Aerosol Cans
8. Televisions

Contractor is required to maintain and operate a HHW facility within the City limits. The HHW Facility shall be open every Saturday (except City holidays), from 9:00 a.m. to 3:00 p.m. Contractor must submit a plan to the City within 30 days of the date of the Agreement and describe how it plans to provide and maintain the HHW service for local residents including the address of the facility, facility size, handling of materials, staffing and management plans. Contractor shall also provide detailed information on any subcontractor(s) it uses to transport, recycle, process, and reuse the HHW materials.

#### 5.10 COLLECTION SERVICES FOR THE VACAVILLE UNIFIED SCHOOL DISTRICT (VUSD) AND THE TRAVIS UNIFIED SCHOOL DISTRICT (TUSD)

Contractor shall provide all Vacaville Unified School District (VUSD) schools and those Travis Unified School District (TUSD) schools located within the CITY limits as listed in Appendix A

*Draft Agreement for Solid Waste, Recyclable, Green Waste and Street Sweeping Material Collection, Processing and Disposal Services*

free solid waste, recycling, and green waste service. Schools that elect to participate in the free service are required to participate in a school recycling and waste diversion program that yields a 25 percent diversion of all waste generated. Contractor will conduct a preliminary waste audit to determine the most cost effective and appropriate level of service to be provided to each school. Waste audits shall include the establishment of a baseline to measure the required diversion goal against and a plan to divert material generated by each school. Contractor shall provide one annual recycling/waste diversion instructional lesson to all 2<sup>nd</sup> Grade classrooms within the VUSD and TUSD schools located within the CITY.

#### 5.11 FREE DUMP PASS

Contractor shall provide annually to the CITY, four hundred (400) free dump passes, for use at the designated disposal facility that the City can distribute to residential Customers at its sole discretion. The free dump pass will allow Customers to dispose of materials, types, and weights the same as the residential on-call clean up program described in Section 5.06

#### 5.12 COMMUNITY SERVICE

Contractor shall provide a list of community services and or community enhancements provided to the City in a report due July 1 of each year. Contractor in the report must present a description of the community service/enhancements it provided and the annual monetary amount given.

### ARTICLE 6 STREET SWEEPING SERVICES

Contractor shall provide Street Sweeping Services in the City in locations and pursuant to the schedule set forth in Appendix A. Street Sweeping Services include, but are not limited to removal of street debris defined as all material normally picked up by a mechanical sweeper such as sand, dirt, gravel, leaves, grass clippings, paper, cans, and other such materials. Street Sweeping Materials the Contractor shall removal shall also include large items such as large stones, tree limbs, wood, cable, and other such materials in the areas to be swept that can be picked up and put into the sweeper by one person. All street sweeping equipment shall be new or if used must be three (3) years or less in age at the time of the Effective Date. Street Sweeping Services shall be performed as follows:

1. Daytime sweeping shall start no earlier than 6:30 am and end no later than 2:30 pm that same day.
2. Contractor will provide a complete sweep of all curb miles on all publicly maintained streets in the City. Contractor will be responsible, for each curb mile, for sweeping all curbs including median islands and the corners from any cross street intersecting the street.
3. Contractor will obey all traffic laws and will perform its operations so that sweepers are traversing their routes in the normal direction of traffic.
4. Street sweeping speed shall not exceed the vehicle manufacturer's recommendations for the sweeper and/or the speed for good street cleaning practices as determined by the Public Works Director. In any event, vehicle speed shall not exceed eight (8) miles per hour during sweeping operations.
5. Contractor will sweep a full path, with all brooms down, except near parked cars, structures or other objects. The sweep path will begin at the face of the curb and run the flow line of the gutter. On streets with no curb and gutter, the width of the sweeper path will be from the edge of the pavement toward the center of the street.

6. Contractor will obtain water from CITY owned hydrants for the water necessary in the street sweeping operation. Contractor will report to the CITY monthly, the total volume in gallons of water used each month.
7. Contractor shall maintain a minimum of three (3) street sweepers; one (1) shall be reserved as back-up in the event there is equipment failure on the primary sweepers.
8. Contractor's equipment shall be equipped with dual gutter brooms and a main broom to sweep a minimum of a nine-foot path. Mechanical brushes and brooms shall be maintained in proper condition and shall be replaced as recommended by the manufacturer or when performance becomes impaired.
9. Contractor's sweeping equipment operators must be accessible from Contractor's facility utilizing a two-way radio or cell phone to ensure adequate response time to communicated needs.
10. Contractor is required to have safety devices on all sweeping equipment consisting of all California D.M.V. required safety devices, including safety back-up warning alarm, driver safety belt(s), and rotating/strobe type warning light or light bar. All devices must be in good working order at all times.
11. Contractor shall employ competent and experienced drivers and mechanics for the performance of this Agreement. Drivers shall be in uniform or other suitable clothing while operating the equipment.
12. All drivers shall have a valid California Drivers License of the appropriate class required for the equipment he/she is operating. Contractor shall have sufficient back-up manpower to perform the services provided herein.
13. When inclement weather, in the opinion of the Director of Public Works, prevents adherence to the regular sweeping schedule the sweeping areas so affected by the inclement weather shall be swept one week from the date of the scheduled sweeping, without interruption of the regular sweeping schedule. In the event Contractor is prevented from completing the sweeping as provided in the schedule because of reasons other than inclement weather, Contractor shall be required to complete the sweeping services so deferred prior to the next regular scheduled date. The Contractor shall be required to submit reports as requested by the Public Works Director concerning sweeping schedules and other related matters.
14. As new streets are constructed in the City and upon acceptance by City, such streets shall automatically be designated as part of the Service for the purposes of street sweeping. Contractor shall commence street sweeping on such streets under the terms and conditions of this Agreement within fifteen (15) Business Days from receipt of notice to commence service from the City Public Works Director.

Contractor shall provide all owners and occupants of all Premises in the City reasonable notice of the Street Sweeping Services schedule for specified areas of the City. Such notice shall be provided to Owners and occupants at least annually and upon a change in Ownership or Occupancy.

#### ARTICLE 7 RECYCLABLES AND GREEN WASTE PROCESSING AND SOLID WASTE DISPOSAL SERVICES

Contractor shall transport and Deliver City's Recyclable Materials to a Materials Recovery Facility ("MRF") for the purpose of Processing Recyclable Materials Collected in the City.

Contractors must direct-haul or reload in transfer trailers and deliver City Recyclable Materials to a MRF for the purpose of Processing Recyclable Materials Collected in the CITY.

Contractor shall provide a Designated Disposal Facility able to accept all Solid Waste tonnage Collected by Contractor in the City during the term of the Agreement.

#### 7.01 PROCESS CITY RECYCLABLE MATERIALS AT A MATERIAL RECOVERY FACILITY.

Contractor shall make arrangements for or provide a Materials Recovery Facility (MRF) for the purpose of Processing Recyclable Materials Collected in the City. Contractor shall be required to provide proof within thirty days (30) of the date of this Agreement that the Designated Recycling Facility can accept the entire City's Recyclable Waste tonnage during the term of the Agreement. Contractor shall not process Recyclable Material Residuals at any other Processing Facility without the sole approval of the City, except as may be required in emergencies resulting from uncontrollable circumstances with the prior written approval of the City

Contractor shall not commingle Source Separated Materials with Single Stream Recyclable Materials delivered to or processed at the Materials Recovery Facility. Contractor shall recycle a minimum of 90 percent (%) of the City's Recyclable Waste Material.

Contractor shall be responsible for the processing, marketing, and sale of Recyclable Materials, Bulky items, and other Materials. Contractor shall be entitled to retain 100 percent (100%) of all applicable proceeds.

In accordance with and subject to the indemnification provisions set forth in Article 13 herein, Contractor shall indemnify, defend, and hold City, its officers, officials, employees, and volunteers harmless, against any and all claims, actions, causes of action, damages, liability, fines, penalties, or other liabilities arising from Contractor's performance or non-performance of this Agreement relating to Processing, Diverting and/or Disposing of Recyclables in accordance with AB 939 and AB 341 (multi-family and commercial recycling). Such indemnity shall apply to the extent that it is not limited by the provisions of AB 939 and AB 341.

#### 7.02 TRANSPORT AND DELIVER CITY GREEN WASTE MATERIALS TO AN ORGANICS RECYCLING AND COMPOST FACILITY

Contractor shall transport and deliver City's Food and Green Waste Materials to an Organics Recycling and/or Composting Facility for the purpose of processing Food and Green Waste Materials collected in the City.

#### 7.03 PROCESS CITY GREEN WASTE MATERIALS AT AN ORGANICS RECYCLING AND COMPOST FACILITY

Contractor shall make arrangements for or provide a facility for the purpose of processing Commercial Food and Green Waste Materials Collected in the CITY. Contractor shall be required to provide proof within thirty days (30) of date of this Agreement that the Designated Organics Recycling and Processing Facility can accept the entire City's Green Waste and Food Waste tonnage during the term of the Agreement. Contractor shall not process Green Waste and Food Material Residuals at any other Processing Facility without the sole approval of the City, except as may be required in emergencies resulting from uncontrollable circumstances with the prior written approval of the City

Contractor shall be responsible for the processing, marketing, and sale of green waste materials. Contractor shall recycle a minimum of 95 percent of the City's Green Waste Material at a

Designated Organics Processing and Composting Facility and shall be entitled to retain 100 percent (100%) of all applicable proceeds.

In accordance with and subject to the indemnification provisions set forth in Article 13 herein, Contractor shall indemnify, defend, and hold City, its officers, officials, employees, and volunteers harmless, against any and all claims, actions, causes of action, damages, liability, fines, penalties, or other liabilities arising from Contractor's performance or non-performance of this Agreement relating to Processing, Diverting and/or Disposing of Recyclables in accordance with AB 939 and AB 341 (multi-family and commercial recycling). Such indemnity shall apply to the extent that it is not limited by the provisions of AB 939 and AB 341.

#### 7.04 DISPOSAL OF SOLID WASTE COLLECTED IN THE CITY

Contractor shall make arrangements for or provide a Designated Disposal Facility for the purpose of disposing of the City's Solid Waste Materials collected from Single Family Premises, Multi-Family Complexes, Commercial businesses, and City Facilities. Contractor shall be required to provide proof within thirty days (30) of the date of this Agreement that the Designated Disposal Facility can accept the entire City's Solid Waste tonnage during the term of the Agreement. Contractor shall not dispose of City's Solid Waste Materials, Recyclable Material Residuals or Green Waste Residuals at any other Disposal Facility without the sole approval of the City, except as may be required in emergencies resulting from uncontrollable circumstances with the prior written approval of the City.

1. Contractor shall keep and maintain such logs, records, manifest, bills of lading and/or other documents as the City may deem to be necessary or appropriate to confirm compliance by the Contractor with this Agreement and shall retain all weight slips, tickets or other scale information provided to the Contractor's drivers by the owner or operator of the Designated Disposal Facility. Contractor shall provide City with a Disposal Log in accordance with Article 10, Record Keeping and Reporting Requirements.
2. Contractor shall pay, or make arrangements for the payment of, all tipping fees and other transfer, disposal or processing charges imposed by the owner or operator of the Designated Disposal Facility for the Disposal or Processing of City's Solid Waste or Residual Materials from Recyclables Processing.
3. Contractor shall work cooperatively with the owner or operator of the Designated Disposal Facility to assure all incoming Solid Waste is recorded and assigned to the City. Contractor shall keep, maintain, and provide the City with a list of all Solid Waste Collection vehicles operating within the City including each vehicle's license number, and Designated Disposal Facility tare number. Contractor shall immediately notify the City and owner or operator of the Designated Disposal Facility in writing when new Collection vehicles are added to the Collection fleet, and tare weights are altered due to equipment modifications.
4. Contractor is to understand that all Solid Waste, Recyclables, and Green Waste collected under this Agreement becomes the property of the Contractor at the area of collection, subject to the requirement of delivery of Solid Waste to the Designated Disposal facility, Recyclables to the Designated Recycling Facility, and Green Waste/Food Waste to the Designated Green Waste Composting Facility. At no time does the City obtain any right or possession of Materials placed for Collection, and nothing in this Agreement shall be constructed as giving rise to any inference that City has any such rights.

## 8.01 CUSTOMER BILLING

Contractor shall prepare and mail bills for services provided by Contractor and shall collect Customer payments. The amount billed shall be established as set forth in Article 12 herein.

**A. Billing Frequency.**

Contractor shall bill Single Family Residential Customers quarterly to the Rate for service for a three (3) month period (quarterly format) in advance. Payment of the bill by Single family Residential Customers shall be due at the end of the three (3) month period. Contractor shall bill Multi-Family Dwellings and Commercial Customers monthly in arrears in the amount equal to Customers' subscribed Rate for service for a one (1) month period. Payment of the bill by Multi-Family Dwellings and Commercial Customers shall be due at the end of the one (1) month period. Contractor shall not charge any amount in excess of the rates established pursuant to Article 12, nor any amount for services not listed on the Rate schedule.

**B. Billing and Payment Options.**

Contractor shall make available to all Customers an automated billing and payment system that is website based and allows customers to view and pay bills on-line. Customers may request to cease paper billing and receive all bills through e-mail and/or Contractor's website. Contractor must ensure that Customers that receive bills through email or Contractor's website are compiled in a list to ensure that billing inserts are mailed directly to the Customers billing address.

Contractor shall bill Customers using a post-card billing or other format, unless the Customer requests use of the automated billing and payment system. Contractor shall encourage Customers to use the website-based billing and payment system. City shall have the right to review and revise the billing format and to itemize certain charges and to review the Billing procedures. Contractor may be compensated for any cost increases that result from the City directed change to the billing format.

Contractor shall maintain, for inspection by the City, copies of billings and receipts for a period of five (5) years after the date of service. Contractor shall maintain those records in electronic format and allow the City access to the billing records upon three (3) Business Days notice.

Contractor shall allow Customers to temporarily suspend service and billings when said service is not in use (e.g., Customer is on vacation or military leave). Single-Family Residential Customers may suspend service for a minimum of one (1) service day. Commercial Customers may suspend service for a minimum of two (2) service days. Multi-Family Customers may not suspend service without prior written approval from City.

**C. Delinquent Payment and Lien Process.**

1. Bills for Collection Services not paid by the due date shall be considered delinquent and Contractor shall institute steps for the placement of a lien on any property for which payment is due.
2. If a bill becomes delinquent, Contractor shall be entitled to a delinquency fee. The delinquency fee shall not be assessed until fifteen (15) Days after notification of the delinquency to the property owner and Customer. If the bill is paid within the fifteen (15) day notice period the delinquency fee shall not be assessed. The form

and content of the delinquency notice sent by Contractor shall be approved by the Public Works Director. Contractor shall simultaneously file with the Public Works Director a written notice stating that such delinquency notice has been sent to such property owner and Customer and the date upon which notice was sent. The delinquency fee shall not exceed any such fee approved by the City Council.

3. Should the bill become delinquent, Contractor may assign said bill to the City for lien proceedings.
  4. Upon the City's receipt of the assignment from Contractor and at the convenience of the City, the Public Works Director shall initiate proceedings once per year complying with Government Code Sections 38790.1 and 25831 to create a lien on the real property to which Collection Services has been rendered.
  5. The lien shall provide for full payment of all amounts due Contractor.
  6. The lien shall be recorded in the County Recorder's Office and placed for collection with the County Auditor. The lien may carry such additional administrative charges as set forth by City Council resolution. The property owner shall be notified by the Public Works Director that the delinquency charges and administrative charges are due City and that said lien has been recorded.
- C. Local Office.** As set forth in greater detail in Article 8, section 8.02 herein, Contractor shall maintain a local office in the City for acceptance of in-person payment of bills and inquires regarding service. Contractor shall accept as payment cash, personal checks, money orders, cashier's 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.
- D. Contractor Revenue Collection.** Contractor shall collect revenue for services from Customers as described herein. City shall be paid a Franchise Fee based on Revenues collected as set forth in Article 11 of this Agreement.
- E. City Billing Review.** Contractor acknowledges that City may perform billing reviews periodically. Contractor agrees to participate and cooperate with City to accomplish these reviews and conduct any data collection and report preparation that may be requested at the sole discretion of the City.
- G. Privacy of Customer Information.** Contractor shall not distribute or sell Customer, owner, or occupant information such as names, addresses, and telephone numbers to other Persons with the exception of distribution to the City or its agents for reporting and Agreement and Vacaville Municipal Code compliance purposes and distribution to Contractor's Billing agent (if Contractor uses a related party entity or Subcontractor for billing purposes).

## 8.02 CUSTOMER SERVICE

Contractor is responsible for ensuring that all staff and Customer Service representatives (CSR) maintain a professional and courteous manner when in contact with City and the public.

Contractor shall be responsible for all employee interactions with Customers and City staff to ensure that its Customers are consistently treated courteously and are presented with timely, responsive and thorough solutions to problems and requests for information.

- A. Local Office and Customer Service Call Center.** Contractor shall operate a local office in the City at \_\_\_\_\_-\_\_\_\_\_.  
(Insert address). Contractor's Office hours shall be from 8:00 a.m. to 5:00 p.m.,

Monday through Friday, exclusive of Collection Holidays. Contractor shall be responsible for ensuring that a qualified customer service representative is available at the local office during office hours to communicate with the public and accept bill payments from Customers. Contractor shall offer bi-lingual customer service by employing customer service representatives with English and Spanish language capabilities.

Contractor shall also operate a Customer service call center to serve as the primary telephone point of contact. The Customer service call center shall be staffed from 8:00 a.m. to 5:00 p.m. Monday through Friday, exclusive of Collection Holidays.

The local office and Customer service telephone number(s) shall either be a local or toll free call. Contractor's telephone system shall be adequately equipped to handle the volume of calls typically experienced on the busiest days during the year. Contractor shall have a company representative, answering service, or voice-mail system available for calls received during non-business hours and Holidays.

Contractor shall employ sufficient customer service staff to ensure that the average speed of answer time is equal to or less than thirty (30) seconds and that the maximum hold time is three (3) minutes.

Contractor shall maintain and publicize an e-mail address whereby Customers can communicate with the Contractor's customer service representatives. Contractor shall monitor the email at least once per day, and ensure that a twenty-four (24) hour response time is maintained.

**B. Website.** Contractor shall maintain and publicize an up-to-date website whereby Customers can conduct business with Contractor. Contractor is required to update the Website monthly, and more frequently if necessary. At a minimum, the website shall:

1. Allow Customers to view and pay bills issued by Contractor;
2. Allow Customers to schedule services;
3. Provide answers to frequently asked questions;
4. Allow Customers to file complaints and receive from Contractor e-mail responses to complaints;
5. Provide a complete list of City approved Rates for all Customers;
6. Provide a link to enable Customers to email Contractor; and,
7. Maintain visitor logs and reporting information such as website and individual page visitation, number of web-based bill payments per month, number of website-submitted complaints per month, and individual and summary Customer complaint and resolution reporting.

**C. Customer Information System Requirements.** Contractor shall use a Customer Information System with software applications capable of documenting all correspondence and conversations between Contractor, Customers, occupants, and City. The system shall include, at a minimum, the following data fields:

1. Date and time of customer correspondence or contact with Contractor (e.g., phone call, email);
2. Date and time response was provided;
3. Date and time resolution was provided;

4. Customer's name and contact information (phone numbers and email address);
5. Account address;
6. Service address;
7. Occupant address;
8. Service location information including:
  - a. Number of units
  - b. Number, size and type of Solid Waste, Recycling and Green Waste Containers
  - c. Collection service day
  - d. Route number
  - e. Backyard service status
  - f. Life-Line service status
  - g. Bulky item collection history (e.g., number of annual services performed, date requested, date provided)
9. Service issue, complaint or inquiry;
10. Time frame stipulated for Contractor to resolve issue;
11. Description of Contractor's resolution of service issue or complaint, or response to inquiry; and
12. Date and time that Contractor's resolution took place

The Customer Service Information System shall be capable of providing real-time access to Customer contact history for the term or any extended term of this Agreement.

### 8.03 PUBLIC EDUCATION AND OUTREACH

Prior to preparing public education and outreach materials, Contractor shall discuss with the City its detailed approach to preparing the materials. Public education and outreach materials shall emphasize use of visual/graphic images as much as practical. All public education materials shall be printed on paper containing the highest levels of recycled-content material reasonably practical. The Contractor shall develop a multi-lingual approach to preparing all public education materials, and all public education materials shall be provided in both English and Spanish. All public education and outreach materials shall be prepared and distributed at Contractor's expense

Contractor shall establish a public education fund and remit to City \$60,000 per year for public education and outreach activities for the CITY'S use at its sole discretion. Payment to the City shall be due on July 1 of each year.

Contractor will be required to have on staff a full-time employee that will serve as the public education coordinator. Contractor must contact the City within five (5) Business Days if this individual resigns or is terminated from employment. Contractor's public education coordinator shall meet quarterly, and more frequently if necessary, with City staff to review public education and outreach activities and goals. Contractor is required to prepare quarterly and annual public education and outreach reports that will discuss the prior three (3) and twelve (12) months of activities.

- A. Contractor Responsibilities for Single Family Residential Customers.** Contractor responsibilities with regard to public education and outreach activities shall include, but not be limited to, the following:

1. Public education and outreach to Single Family Residential with a focus on waste prevention, reuse, and recycling.
2. Preparation and distribution of a quarterly residential newsletter for all Single Family Residential Customers.
3. Distribution of public education and outreach materials during roll-out of new collection services programs including distributing program literature and other promotional items with delivery of Cart Containers.
4. Distribution of public education and outreach materials to new Customers during the term of the Agreement.
5. Production and distribution of Non-Collection Notices during the term of the Agreement.
6. Preparation of Used Oil Recycling kits including Customer information on jugs and Used Oil Filter bags.
7. Delivery of Used Motor Oil Recycling Kits upon request from Single Family Residential Customers within five (5) Business Days of Customer request.
8. Delivery of Household Battery Recycling Bags within five (5) Business Days of Customer request.
9. Staff booths and distribute educational and outreach materials at City public events.
10. Annually include in its bills to Single Family Residential Customers, up to four (4) public education and outreach information inserts including information such as scheduling of major collection events and programs offered to Customers such as the Twice Annual On Call Bulky Waste Collection, and the annual Holiday Tree pick up; CRV Drop-Off Facility information; HHW Facility information; and annual Rate change schedule.

**B. Multi-Family Dwelling Public Education and Outreach Programs.**

Contractor's public education and outreach coordinator will work directly with Multi-Family Residential Premises Owners or property managers to implement the Single-Stream Recyclable Materials Collection services and to assess Customer service needs at least annually for each Multi-Family Residential Complex. The Contractor's implementation activities shall include:

Contractor shall meet in person with Owner or property manager to explain the Single-Stream Recyclable Materials Collection program and conduct an on-site assessment of Multi-Family Residential Complexes containing twenty (20) or more residential units to determine the appropriate number and type of Solid Waste and Recyclable Materials Containers and the frequency of Collection. The site assessment shall be conducted by Contractor when Recyclable Materials Collection services are initially provided at a Multi-Family Residential Complex, and once every three (3) years thereafter.

Contractor shall provide Owner or property manager with public education and outreach materials specifically developed for Multi-Family occupants including signs and placards which describe the requirements of the Recyclable Materials Collection program, including flyers and door hangers for distribution to tenants, signage for common areas such as laundry rooms, and move-in kits for new tenants.

The PROPOSER will be required to indemnify the City for the diversion of recyclables in accordance with AB 939 and AB 341.

### **C. Commercial Recycling Public Education, Outreach Program, and Community Events.**

Contractor shall provide a Commercial Recycling Public Education and Outreach Program that is responsible for supporting Commercial Customer with recycling related education services. Contractor shall be responsible for preparing, and distributing signs at Commercial Premises that promote Recyclable Materials Collection services, describe the program requirements, and identify allowable and prohibited types of materials for Collection.

Immediately upon a new Customer's request for new service, Contractor shall notify Customer by phone or email of the Recyclable Materials Collection services offered by Contractor. Such notification shall be provided in English and Spanish and shall be provided prior to finalizing a Customer's request for a subscription to new service(s).

Contractor shall provide full on-site waste assessment and technical assistance to fifty (50) of the City's largest Commercial Customers (based on weekly Solid Waste generation) annually to assist in maximizing diversion. For all other Commercial Generators, Contractor shall provide technical assistance as needed or requested by the Commercial Customer.

The PROPOSER will be required to indemnify the City for the diversion of recyclables in accordance with AB 939 and AB 341.

### **D. Community Events**

At the direction of City, Contractor, at its own cost and expense, shall participate in and promote diversion information at community events and local venue activities listed in Appendix A. Contractor participation shall include providing public educational and outreach information and promotional giveaways in an effort to promote the City's waste reduction and recycling program goals.

#### **8.04 EMERGENCY SERVICES**

Contractor shall provide emergency services at the City's request in the event of major accidents, disruptions, or natural calamities. Emergency services may include assistance handling, salvaging, processing, composting, recycling or disposing of Solid Waste following a major accident, disruption, or natural calamity. Contractor shall be capable of providing emergency services within twenty-four (24) hours of notification by the City or as soon thereafter as is reasonably practical. Emergency services, which exceed the Contractor's normal obligations hereunder, shall be compensated in accordance with the Rate Schedule in Appendix D. If Contractor cannot provide the requested emergency services, the City shall have the right to seek and contract with other service providers for the purposes of providing emergency services.

#### **8.05 ANNUAL PERFORMANCE REVIEW EVALUATION BY CITY**

The City, its agents or consultant shall perform an annual performance review evaluation every October of the Residential, Multi-Family, and Commercial Solid Waste, Recycling, Green Waste, and Street Sweeping Collection programs to assess, at a minimum, the following operational indicators. The City reserves the right to revise the annual performance review parameters to respond to changing issues and regulations.

1. Average weight of Solid Waste, Recyclable, and Green Waste Materials set out per Customer;
2. Participation level (i.e., number of Customers setting out Containers per week);
3. Routing efficiencies and metrics based on time and motion study;

4. Inspect Collection fleet, container integrity, and equipment related CARB compliance;
5. Contamination levels in Recyclable and Green Waste Materials;
6. Annual revenue and Agreement fee payments;
7. Recycling Program diversion results;
8. Public education and outreach program achievements; and
9. Other performance related issues as they relate to compliance with the Agreement.

Prior to each annual performance review evaluation, the City and Contractor shall meet and discuss the method, scope, schedule, and data to be provided by the Contractor.

## ARTICLE 9 OPERATIONS, EQUIPMENT, AND PERSONNEL

### 9.01 COLLECTION HOURS AND SCHEDULES

- A. **Hours of Collection.** Single Family Residential Solid Waste, Recyclable Materials, and Green Waste Materials shall be collected on weekdays (i.e., Monday through Friday) between 6:00 a.m. and 6:00 p.m., or as otherwise consistent with the Vacaville Municipal Code as may be amended from time to time, exclusive of Holidays. Multi-Family Premises and Commercial Collection shall occur between the hours of 6:00 a.m. and 6:00 p.m., or as otherwise consistent with the Vacaville Municipal Code as may be amended from time to time, Monday through Saturday. The City may modify the hours for Multi-Family Premises and Commercial Collection to resolve noise complaints.
- B. **Route Schedules.** Routes over which Contractor's vehicles travel to effect the Collection shall be selected to minimize damage to City and private streets, and minimize inconvenience and disturbance to the public. New route schedules shall be subject to the approval of City prior to commencement of services. Contractor shall use due care to obey all traffic laws and prevent materials being transported from being spilled or scattered during transport.

Contractor shall be prepared to review its operations plan outlining the Collection routes, and Collection times for all materials Collected under this Agreement with the City annually in accordance with Article 8.05.

### 9.02 COLLECTION STANDARDS

- A. **Servicing Containers And Missed Pick-Ups.** Contractor shall Collect the contents of each Container and return each Container to the location where the occupant placed the Container for Collection. Contractor shall place the Containers upright with lids properly closed and secured. Contractor shall use due care when handling Containers. Contractor shall not throw, roughly handle, damage, or break Containers.

Upon Customer's request, Contractor shall provide special services including unlocking and locking Containers; accessing Container locked enclosures and pulling or pushing Containers to the Collection vehicle. Contractor shall charge Customers for extra services in accordance with City approved Rates.

When notified of a missed pick-up, Contractor shall Collect the Solid Waste, Recyclable Materials, or Green Waste Materials on the day the notice is received, if possible, and in all cases shall Collect the missed pick-up by 6:00 p.m. of the next

scheduled Collection day following receipt of the missed pick-up notification, with the exception that if the notice is received on a Saturday or Holiday, the missed Collection shall be required by 6:00 p.m. on the next regularly scheduled Collection day.

- B. New Customers and Change in Service Levels.** Contractor shall deliver Containers for a new Customer within five (5) Business Days of the Customer's request for service. If an existing Customer requests a change in the number or size of their Containers and/or frequency of service for Multi-Family and Commercial Customer's, the Contractor shall deliver additional Containers and/or remove Containers and shall initiate changes in the Collection services within five (5) Business Days of the Customer's request for a change in service.
- C. Separate Collection of Materials Within City.** Contractor shall separately collect and segregate Solid Waste, Recyclable Materials, and Green Waste Materials from each other and shall not commingle these materials at any time during the transportation or delivery of those materials. The Contractor shall not combine materials collected from other jurisdictions with those collected within the City.
- D. Set-Out Instructions to Customer.** Contractor shall instruct and educate Customers regarding placement of Solid Waste, Recyclable Materials, and Green Waste Materials in Containers. Customers not adhering to Contractor's instructions shall be notified in writing. In situations of repeated failure to comply with the instructions, Contractor may decline to pick-up the materials provided that Contractor leaves an adequate number of Non-Collection Notices on the Container indicating the reason for refusing to Collect the material. Such Non-Collection Notices shall also identify the steps occupant must take to recommence Collection service.
- E. Non-Collection Notices.** Contractor may choose not to Collect materials for the following reasons: (i) Recyclable Materials contains in excess of ten (10) percent Solid Waste or non-Recyclable Materials; (ii) Green Waste Materials contain more than five (5) percent non-Green Waste Materials; (iii) materials contain Hazardous Waste or Universal Waste; (iv) the loaded weight of a Container exceeds the maximum load limit specified by the manufacturer for that Container or Bin and/or the volume of the Container is exceeded and does not allow the lid to close to its normal loaded configuration. In such situations, Contractor shall issue Non-Collection Notices stating the reason(s) the materials were not collected. The Non-Collection Notice shall be affixed onto the Container in clear sight to ensure that it is viewed by the Customer. Contractor shall document Non-Collection Notices recording the date and time of issuance, address of service recipient, reason for issuance, name of employee who issued the notice, and truck and route numbers. The Non-Collection Notices must identify the steps the occupant must take to recommence Collection service. Contractor shall report monthly to City any Non-Collection Notices issued. Contractor shall take direction from the City with regard to termination or reinstatement of service to a service recipient due to numerous Non-Collection Notices issued to the same Customer.
- F. Care of Private Property.** Contractor shall not damage private property and shall ensure that its employees close all gates opened in making Collections, do not cross landscaped areas, and do not climb or jump over hedges and fences. City shall refer Complaints about damage to private property to Contractor. Contractor shall repair,

to its previous condition, all damage to private or public property caused by its employees.

Contractor shall endeavor to resolve all claims regarding damage to private property as soon as reasonably practicable following receipt thereof, made by property owners or occupants of property served by Contractor, for damages to property. In the event such damage shall have been caused by the negligence or intentional acts of Contractor, its officers, agents, or employees, Contractor shall promptly repair or replace such damaged property. Contractor is required to repair damage and/or resolve claims regarding damage to property within thirty (30) Days of receipt of the complaint.

- G. Litter Control.** Any Solid Waste, Recyclables, or Green Waste Materials spilled or scattered during Collection or transportation operations, shall promptly be cleaned up by the Contractor. Contractor shall use due care to prevent vehicle oil, vehicle fuel, or other liquids from being spilled during Collection or transportation operations including maintenance of the Collection vehicles to minimize and correct any leaks. Contractor shall ensure that all liquid spills or leaked liquids fluids are cleaned up promptly on the same day that they occur. Each Collection vehicle shall be equipped with protective gloves, a broom, and shovel at all times for cleaning up litter. Absorbent material shall be carried on each Collection vehicle and used by Contractor for cleaning up liquid spills.

Contractor shall cover all Debris Boxes, with a tarp, at the Collection location before transporting materials to the Designated Transfer, Recycling facility, and/or Disposal Site.

- H. Noise.** All Collection operations shall be conducted as quietly as possible and shall conform to applicable federal, state, county, and City noise level regulations. Contractor shall promptly resolve any Complaints of noise to the satisfaction of the City.
- I. Route Books and Route Maps.** For each Collection route, Contractor shall maintain a route book and route map that documents each Customer on the route, their service address, service level, and the order in which Customers shall be serviced. Contractor shall update route books and route maps to its Collection vehicle drivers as frequently as necessary. Contractor shall periodically check the routes to ensure that drivers are providing service in accordance with their route books. Contractor shall provide City with route books and maps on request.
- J. Change in Collection Schedule.** Contractor shall notify City a minimum of one hundred and twenty (120) Days prior to a change in the Single Family Collection schedule and shall request approval of such notice prior to a change in service day, unless this requirement is waived in writing by City. Contractor shall notice Residential Premises not later than sixty (60) Days prior to any change in Residential Collection operations. Notice shall include an insert in the Customer's billing, announcement in local City newspapers and other print medium.

### 9.03 VEHICLES

Contractor shall provide a fleet of new or refurbished Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict accordance with its terms. If refurbished vehicles are put into operation, they shall be not more than three (3) years in age. Contractor shall have available sufficient back-up vehicles for each type of Collection

vehicle used in the event of mechanical breakdowns, complaints, and emergencies. All Collection vehicles shall have leak proof bodies designed to prevent leakage, spillage and/or overflow and shall be designed so that collected materials are not visible. All vehicles shall comply with California Environmental Protection Agency (EPA) noise emission and the California Air Resources Board (CARB) Waste Collection Vehicle Regulations as established in the California Code of Regulations Title 13 Section 2700 et seq.

Contractor shall have each vehicle Identified with the Contractor's name, local telephone number, and a unique vehicle identification number designated by Contractor for each vehicle. Contractor shall not place any other information or advertisement on Contractor vehicles, unless approved in writing by City.

Contractor shall maintain all of its vehicles used in providing service under this Agreement in a good, safe, neat, clean, and operable condition at all times. Contractor shall repaint or refurbish to the satisfaction of the City within thirty (30) Days notice from City.

Contractor shall annually have each Collection vehicle weighed at the Designated Recycling Facility and/or Disposal Facility to determine the unloaded weight (“tare weight”) of the vehicle. Upon a major repair that could affect the Collection vehicle tare weight, Contractor shall have the Collection vehicle re-weighed to establish a new tare weight. Contractor shall not load vehicles in excess of vehicle legal limit.

#### 9.04 CONTAINERS

Contractor shall provide new or Refurbished Carts, Bins, and Debris Boxes Containers to all Customers as part of its obligations under the terms of this Agreement. If refurbished containers are put into operation, they shall be not more than three (3) years in age. 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 and be free of graffiti and any other unsightly markings. Cart, Bin, and Debris Box Container sizes to be provided to Residential, Multi-Family, Commercial, and City Facility Customers are summarized in the following table:

<b>Material Type</b>	<b>Residential Customers</b>	<b>Multi-Family Customers</b>	<b>Commercial and City Facility Customers</b>
Solid Waste	96 gallon Cart shall be the default size; 32 or 64 gallon on request; Leisure Town 32 gallon default, unless a 64 or 96 gallon size is requested	32, 64, 96 gallons Cart; 32 gallon Cart default equivalent per Multi-Family unit if not otherwise requested by Customer; 1, 2, 3, 4, and 6 Yard Bins	32, 64, 96 gallons Cart; 32 gallon Cart default equivalent per Multi-Family unit if not otherwise requested by Customer; 1, 2, 3, 4, and 6 Yard Bins
Recyclable Material	96 gallon Cart shall be the default size; 32 or 64 gallon on request; Leisure Town no service	32, 64, 96 gallons Cart; 96 gallon Cart default equivalent per Multi-Family unit if not otherwise requested by Customer; 1, 2, 3, 4, and 6 Yard Bins	32, 64, 96 gallons Cart; 96 gallon Cart default equivalent per Multi-Family unit if not otherwise requested by Customer; 1, 2, 3, 4, and 6 Yard Bins
Green Waste Material	96 gallon Cart shall be the default size; 32 or 64 gallon on request; Leisure Town exempt	32, 64, 96 gallons Cart; 96 gallon Cart default equivalent per Multi-Family unit if not otherwise requested by Customer; 1, 2, 3, 4, and 6 Yard Bins	32, 64, 96 gallons Cart; 96 gallon Cart default equivalent per Multi-Family unit if not otherwise requested by Customer; 1, 2, 3, 4, and 6 Yard Bins

Contractor shall differentiate based on color - Solid Waste, Recyclable Materials, and Green Waste Cart Containers so they are readily identifiable by Customers. Contractor shall label each Container with white, hot-stamped lettering, and in-mold or heavy duty vinyl adhesive labels with graphics, illustrations or artwork that clearly conveys the type of materials (e.g., Solid Waste, Recyclable Materials, Green Waste Materials) to be placed in the Container for Collection.

Contractor shall be responsible for steam cleaning and repainting all Containers (except Cart Containers provided to Single Family, Multi-Family and Commercial Customers) to present clean appearance and to ensure this equipment is safely maintained and operationally sound. Contractor shall repaint all used Containers within twenty four (24) months of the Commencement Date of this Agreement and thereafter on an as needed basis. If any Container is impacted by graffiti, Contractor shall remedy the situation within forty-eight (48) hours of being notified. Refurbished Containers shall be cleaned and repainted prior to placement into service. Upon Customers' request, Contractor shall steam clean all Solid Waste and Recyclable Materials Containers (or exchange existing Containers with clean Containers) twice annually, which Contractor is not obligated to clean or exchange if dirty. Contractor shall offer additional cleaning (or clean Container exchange) to Customers requesting such service, and shall charge Customers for such cleaning (or Container exchange) in accordance with City approved Rates.

Contractor shall repair or replace all Containers damaged by Collection operations (e.g., vehicle apparatus interface) within five (5) Business Days of being notified by Customer or observing the damaged Container. If the repair or replacement cannot be completed within five (5) Business Days, the Contractor shall notify Customer and provide a Container of the same size or larger

until the proper Container can be replaced. Contractor shall replace Cart Containers that have been stolen, lost, or destroyed within five (5) Business Days at City approved Rates. Repairs to Cart Containers due to normal wear and tear by Customer shall be the responsibility of the Contractor and such Cart Containers shall be repaired or replaced at no charge to the Customer. Contractor shall offer Customer to exchange Containers for a Cart Container of a different size at no additional cost and shall replace Containers within five (5) Business Days of Customer request.

#### 9.05 PERSONNEL

The City of Vacaville values and considers the retention of the existing franchisee's employees as a high priority because such employees possess invaluable knowledge and experience with respect to solid waste collection, disposal and recycling practices within the City of Vacaville.

Contractor shall provide qualified drivers, mechanical, supervisory, Customer service representatives, clerical and other personnel as may be necessary to provide the services required by this Agreement. All Collection drivers shall be trained and qualified in the operation of Collection vehicles, and must have a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. Contractor shall use the Class II California Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety.

Contractor shall provide operational and safety training for all of its employees who operate Collection vehicles or equipment. Contractor shall train its employees involved in Collection to identify, and not to Collect, Hazardous Waste or Infectious Waste. Upon the City's request, Contractor shall provide a copy of its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.

While performing services under this Agreement, all Contractor's employees performing field service shall be dressed in clean uniforms and shall wear visible identification that include the employee's name and/or employee number, and Contractor's name.

Contractor shall not permit its employees to demand or solicit, directly or indirectly, or accept any additional compensation, or gratuity from the public for Collection services or in exchange for additional Collection services.

Contractor shall employ only qualified personnel to serve the public in a courteous and helpful manner. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in Customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection employees to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Contractor shall take all appropriate corrective measures. The City may require Contractor to reassign an employee, if the employee has conducted himself or herself in a manner inconsistent with the terms of this Agreement.

Contractor shall adopt policies and procedures consistent with State and federal law that ensure an alcohol and drug-free workplace. The policies and procedures shall prohibit an employee from operating Contractor equipment and vehicles (whether on or off duty) while under the influence of alcohol or drugs. The purpose of these policies and procedures is to ensure public safety and workplace safety, productivity, efficiency, and the quality of Contractor's service to customers.

#### 9.06 HAZARDOUS WASTE INSPECTION AND HANDLING

Contractor reserves the right and has the duty under law to inspect Solid Waste, Recyclable Materials, Green Waste Materials, and other materials put out for Collection and to reject Solid

Waste, Recyclable Materials, Green Waste Materials, and other materials observed to be contaminated with Hazardous Waste and not to Collect Hazardous Waste put out with Solid Waste, Recyclable Materials, and Green Waste Materials. Contractor shall have an active load inspection program that includes personnel and training, load checking activities, management of wastes and record keeping and emergency procedures. Contractor's load checking personnel, including its Collection vehicle drivers, shall be trained in: (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of prohibited materials; and (iii) emergency notification and response procedures. Collection vehicle drivers shall inspect Containers before Collection when practical.

Under no circumstances shall Contractor's employees knowingly collect Hazardous Waste or remove unsafe or poorly containerized Hazardous Waste from a Collection Container. If Contractor determines that material placed in any Container for Collection is Hazardous Waste or other material that may not legally be accepted or safely processed at the Designated Transfer, Recycling or Disposal Site or presents a hazard to Contractor's employees or those at the facilities, the Contractor shall have the right to refuse to accept such material. The Customer shall be contacted by the Contractor and requested to arrange proper Disposal. If the Customer cannot be reached immediately, the Contractor shall, before leaving the Premises, leave a Non-Collection Notice, which indicates the reason for refusing to collect the material and lists the phone number for resources. Contractor's environmental technician shall be notified to address the issue with the Customer and shall be required to guide the Customer to safely containerizing the Hazardous Waste and explain the Customer's options for proper disposal of such material.

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

Contractor shall not knowingly deliver Hazardous Material to the Designated Transfer, Processing and Disposal Site. The operator of the Designated Transfer, Processing, and Disposal Site ("Operator") shall use reasonable business efforts and standard industry practices to detect and discover Hazardous Material at the facility and shall not knowingly accept such Materials.

If the Designated Transfer, Processing and Disposal Site identifies Hazardous Materials in the materials delivered by Contractor before the materials are unloaded at the facility, the Designated Transfer, Processing and Disposal Site operator has the right to reject the load and direct the Contractor to cause removal and disposal of the Hazardous Material in a safe and lawful manner, at the sole expense of the Contractor. The Contractor shall make a good faith effort to recover the cost of any transportation and Disposal from the Customer, and the cost of this effort, as well as the cost of Disposal shall be chargeable to the Customer at the discretion of Contractor and City.

Contractor shall comply with emergency notification procedures required by Applicable Laws and regulatory requirements. Contractor shall notify all applicable agencies. In addition to other required notifications, if Contractor observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Waste unlawfully disposed of or released on any City property, including storm drains, streets or other public rights of way, Contractor shall immediately notify the City.

All records required by regulations shall be maintained at the Contractor's Facility. These records shall include waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records. Contractor shall maintain records showing the types and quantities, if any, of Hazardous Waste found in Solid Waste, Recyclable Materials, and

Green Waste Materials which was inadvertently collected from Customers within the Service Area.

#### 9.07 COMMUNICATION AND COOPERATION WITH CITY

The Contractor's general manager shall have e-mail capabilities to enable the City and the Contractor to communicate via e-mail. Contractor's general manager shall respond to City email correspondence within twenty-four (24) hours.

On a monthly basis, Contractor shall meet with the City to discuss operations, diversion programs, quality and reliability of Collection services, and compliance with the terms of the Agreement. At each meeting, the City, and Contractor shall have the opportunity to present and discuss operations and service issues and remediation.

City shall have the right, but not the obligation, to observe and inspect all of the Contractor's operations under this Agreement. City shall have the right to enter Facilities used by Contractor during operating hours, speak to any of Contractor's employees and receive cooperation from such employees in response to inquiries. Upon two (2) Business days notice, City may review and copy any of Contractor's operational and business records related to this Agreement.

### ARTICLE 10 RECORD KEEPING AND REPORTING

#### 10.01 GENERAL RECORD KEEPING PROVISIONS

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

Contractor agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to City and its official representatives for review. The City, its representatives and other agents shall have the right, during regular business hours, to conduct on-site inspections and review of the records of Contractor and to make copies of any documents relevant to this Agreement.

Contractor shall maintain copies of all Billings and Billing collections records or copies of billing summary reports for five (5) years, following the date of Billings, for inspection and verification by City.

#### 10.02 MONTHLY REPORTS

Contractor shall prepare and submit Monthly reports to the City described in this Article. Each Monthly report shall present the information below for the reporting month and shall be submitted to the Director of Public Works or his/her designee on the 10<sup>th</sup> of each subsequent month.

- A. **Tonnage Information.** Contractor shall provide the Tonnage information requested below by Service and Material type on a monthly basis.
  - 1. Tonnage information for solid waste, recyclables, green waste materials and street sweeping collected;
  - 2. Diversion level for all material types;
  - 3. Call center data;
  - 4. Account summary (number of accounts per service type and service level);
  - 5. Incident report (vehicle, safety, etc.);

6. HHW Facility Operating Metrics;
7. CRV Buy-Back Center Metrics;
8. Special events and venues;
9. Liquidated damages; and
10. Monthly gross revenues and franchise fee calculation.

#### 10.03 QUARTERLY REPORTS

Contractor shall prepare and submit Quarterly reports to the City described in this Article. Each Quarterly report shall present the information below for the reporting months of that quarter. Quarterly reports shall be submitted to the Director of Public Works or his/her designee on the last day of the month following the end of the quarter.

1. Tonnage information for solid waste, recyclable, green waste materials and street sweeping collected;
2. Diversion level for all material types;
3. Call center data;
4. Monthly gross revenues and franchise fees;
5. Liquidated damages;
6. Account summary;
7. Summary of significant accomplishments;
8. Hazardous waste and CRV records;
9. Construction and demolition reporting;
10. Other operational data
11. Residential and commercial public education and outreach programs conducted or held and their status and results.

#### 10.04 ANNUAL REPORTS

Contractor shall prepare and submit Annual reports to the City described in this Article. Each Annual report shall present the information below for each of the preceding twelve (12) months. Annual reports shall be submitted to the Director of Public Works or his/her designee on the last day of the month following the end of the year.

##### **Annual Reports**

1. Summary of the quarterly reports.
2. Diversion reporting.
3. Operational information.
4. Customer account information.
5. Customer service operations.
6. Summary of significant accomplishments.
7. Summary of monthly gross revenues and quarterly franchise fee payments.

8. Final determination and payment of liquidated damages.
9. Public education plan.
10. Special Event Reporting.
11. Community Activities reporting.
12. HHW Facility Operating reporting.
13. CRV Buy Back Center reporting.
14. Holiday tree collection services.
15. Construction and Demolition reporting.

#### ARTICLE 11 FRANCHISE FEES

To reimburse City for administrative and all other costs incurred by the City in administering this Agreement, Contractor shall pay to City a Franchise Fee according to the following schedule. The Franchise Fee shall be calculated and based on the Contractor's Gross Revenue collected in the City under this Agreement. Gross revenues shall include all revenues collected under this Agreement including but not limited to Collection, Recycling, Processing, Street Sweeping, demurrage and commodity sales. Late charges to Customers shall not be considered in the Gross revenue calculation for Agreement fees. The Franchise Fee shall be based on the following schedule

1. **Years 1 and 2 of Agreement.** Ten percent (10 %) of Contractor's Gross Revenue.
2. **Years 3 and 4 of the Agreement.** Eleven (11%) of Contractor's Gross Revenue.
3. **Years 5 and 6 of the Agreement.** Twelve (12%) of Contractor's Gross Revenue.
4. **Years 7 and 8 of the Agreement.** Thirteen (13%) of Contractor's Gross Revenue.
5. **Years 9 and 10 of the Agreement.** Fourteen (14%) of Contractor's Gross Revenue.

On or before the twentieth (20<sup>th</sup>) day after the end of each calendar quarter, Contractor shall pay to City the amount of the Franchise Fee due during that quarter. Contractor shall provide, concurrently with the payment of fees, a statement showing the calculation of the Franchise Fee, including the Gross Revenues received from Customers in the City for each month in the quarter. The statement shall be in a format, and contain the level of detail, approved by City. If a fee is not paid on time, Contractor shall pay a late payment charge equal to two percent (2%) of the fees due for that quarter. Contractor shall also pay an additional two percent (2%) on any unpaid balance, including unpaid penalties and late payment charges for each thirty (30) Day period a portion of the fee due remains unpaid.

City may from time to time adjust the amount of the Franchise Fees described in this Article and may approve other fees on the Contractor. City and Contractor shall meet and confer on any changes in the total amount of fees to be imposed on the Contractor and remitted to City for which Contractor proposes an adjustment to the Rates.

#### ARTICLE 12 CONTRACTOR'S RATES

Contractor Rates charged to Customers for various services were proposed by Contractor and accepted by City and are set forth in Appendix D. The Contractor's Compensation Fee and Rates contained in Appendix D (Schedule of Rates) are the only source of compensation to Contractor for provision of Services. Contractor shall bill Customers and collect payment in accordance with Article 8, this Article 12 and the Rates set forth in Appendix D.

## 12.01 ADJUSTMENT OF RATES

**A. Contractor Annual Rate Adjustment.** Commencing on August 1, 2014, Contractor may adjust each Rate based on the product of the change in the annual inflation rate measured as the percentage increase in the San Francisco-Oakland-San Jose area Consumer Price Index (CPI) – All Urban Consumers over the previous twelve (12) months multiplied by the then-current Rate for each Service level, not to exceed an adjustment of five percent (5%). The annual change in the CPI shall be calculated using the twelve (12) months that began twelve (12) months prior to the effective date of the Rate adjustment, accounting for the fact that the CPI is published six times per year for February, April, June, August, October, and December, and allowing for delays in the publishing of the latest CPI. The then current Rate is also adjusted by one-hundred (100%) percent of the CPI, not to exceed a five percent (5%) adjustment.

- i. Any adjustment imposed by Contractor shall commence August 1 of the then-current year. Contractor shall not make any other Rate adjustments following August 1 of each year, until the following August 1st.

**B. Example Calculation of Rate Adjustment.** Subject to the limitations in subsection 12.01.A, above, each Rate for each Service levels may be adjusted as shown in the following example:

Current Rate for each Service level x  $[(\text{Current CPI}/12\text{-month previous} - 1) \times 1.00 + 1]$ .

For example, assume the following change in CPI:

1. Current CPI Adjustment is 185 (B)
2. Previous 12-month CPI = 178 (A)

The formula for calculating the Inflation Rate is:  $((B - A)/A) \times 100$

3. Current Rate for Residential Collection for 96 gallon Single Family Residential Service = \$19.50

Therefore, the adjusted Rate for Residential Collection is calculated as follows:

$$\begin{aligned} \text{Adjusted Residential Collection Rate} &= \$19.50 \times (((185-178)/178) \times 1.0 + 1.0) \\ &= \$19.50 \times 1.0393 \\ &= \$20.27 \end{aligned}$$

## 12.02 NOTICE OF ADJUSTED RATES

Contractor shall provide City with written notice of its intent to adjust the Rates as provided for in this Article 12 and Appendix D at least forty-five (45) days prior to the effective date of the Rate adjustment. Contractor shall provide all Customers with written notice of approved Rate adjustments, in the form of a bill insert, at least one billing cycle prior to the effective date of each Rate adjustment.

## ARTICLE 13 INDEMNITY, INSURANCE, BOND, GUARANTY

### 13.01 INDEMNIFICATION

In addition to any other indemnity obligations set forth herein and to the extent allowed or not limited by Applicable Law, Contractor shall indemnify, defend and hold harmless City, its officers, employees, and agents (collectively, the "Indemnitees"), from and against (i) any and all liability, penalty, claim, demand, action, proceeding or suit, of any and every kind and

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description, whether judicial, quasi-judicial or administrative in nature, (ii) any and all loss including, but not limited to, injury to and death of any person and damage to property, and (iii) contribution or indemnity demanded by third parties (collectively, the “Claims”), arising out of or occasioned in any way by, directly or indirectly, Contractor’s performance of, or its failure to perform, its obligations under this Agreement. The foregoing indemnity shall not apply to the extent that a Claim is caused solely by the active negligence or intentional misconduct of the Indemnitees, but shall apply if the Claim is caused by the joint negligence of Contractor and other persons, including an Indemnitee. Upon the occurrence of any Claim, Contractor shall defend (with attorneys reasonably acceptable to City) the Indemnitees. Contractor’s duty to defend and indemnify shall survive the expiration or earlier termination of this Agreement.

## 13.02 INSURANCE

- A. Types and Amounts of Coverage.** Contractor shall procure from an insurance company or companies admitted to do business in the State of California, and shall maintain in force at all times during the Term, the following types and amounts of insurance:
1. **Workers’ Compensation and Employer’s Liability.** Contractor shall maintain workers’ compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. Contractor shall maintain employer’s liability insurance in an amount not less than one million dollars (\$1,000,000) per accident or disease.
  2. **Comprehensive General Liability.** Contractor shall maintain comprehensive general liability insurance with a combined single limit of not less than ten million dollars (\$10,000,000) per occurrence covering all claims and all legal liability for personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of, or occasioned in any way by, directly or indirectly, Contractor’s performance of, or its failure to perform, services under this Agreement.
  3. The insurance required by this subsection shall include:
    - (i) Premises Operations (including use of owned and non-owned equipment);
    - (ii) Personal Injury Liability with employment exclusion deleted;
    - (iii) Broad Form Blanket Contractual with no exclusions for bodily injury, personal injury or property damage (including coverage for the indemnity obligations contained herein);
    - (iv) Owned, Non-Owned, and Hired Motor Vehicles;
    - (v) Broad Form Property Damage.

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

4. **Automobile Liability.** Contractor shall maintain automobile liability insurance covering all vehicles used in performing service under this Agreement with a combined single limit of not less than ten million dollars (\$10,000,000) per occurrence for bodily injury and property damage.
  5. **Pollution (Environmental Impairment) Liability.** Contractor shall maintain pollution liability insurance coverage of not less than ten million dollars (\$10,000,000) per occurrence covering claims for on-site, under-site, or off-site bodily injury and property damage as a result of pollution conditions arising out of its operations under this Agreement.
- B. Acceptability of Insured.** The insurance policies required by this Article shall be issued by an insurance company or companies admitted to do business in the State of California, subject to the jurisdiction of the California Insurance Commissioner, and with a rating classification in the most recent edition of Best's Insurance Reports of A-:VII or better.
- C. Required Endorsements.** Without limiting the generality of Articles 13.02.A and B, the policies shall contain endorsements in substantially the following form:
1. Workers' Compensation and Employers' Liability Policy.
    - (a) "Thirty (30) Days prior written notice shall be given to the City of Vacaville in the event of cancellation or non-renewal of this policy." Such notice shall be sent to:
 

City of Vacaville – Public Works Department  
650 Merchant Street  
Vacaville, CA 95688  
Attention: Director of Public Works
    - (b) "Insurer waives all right of subrogation against the City and its officers and employees for injuries or illnesses arising from work performed for City.
  2. Comprehensive General Liability Policy; Automobile Liability Policy; Pollution Liability Policy; and Hazardous Materials Policy.
    - (a) "Thirty (30) Days prior written notice shall be given to the City of Vacaville in the event of cancellation, reduction of coverage, or non-renewal of this policy." Such notice shall be sent to:
 

City of Vacaville – Public Works Department  
650 Merchant Street  
Vacaville, CA 95688  
Attention: Director of Public Works
    - (b) "The City, its officers, officials, employees, agents, and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including but not limited to bodily injury, death, and property damage or destruction arising in any respect directly or indirectly in the performance of this Agreement. ISO form CG 2010 (11/85) or its equivalent is required. The endorsement must include both on-going operations and products and completed operations coverage."

- (c) “This policy shall be considered primary and non-contributory insurance as respects any other valid and collectible insurance maintained by the City, 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 as an insured shall not affect the City rights as respects any claim, demand, suit or judgment brought or recovered against the Contractor. This policy shall protect Contractor and the City in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the company’s liability as set forth in the policy beyond the amount shown or to which the company would have been liable if only one party had been named as an insured.”

**D. Deductibles.** The liability policies described in Article 12.02.A (2) and (3) may contain deductibles, but not self-insured retentions. The deductibles may not exceed Fifty Thousand Dollars (\$50,000) per occurrence and must be limited by an annual cap of no more than One Hundred Thousand Dollars (\$100,000) in any policy year.

**E. Delivery of Proof of Coverage.** No later than ninety (90) Days before the commencement of operations (i.e., on or before April 1, 2013), Contractor shall furnish City one or more certificate(s) of insurance on a standard ACORD form substantiating that each of the coverage’s required hereunder is in force, in form and substance satisfactory to City. Such certificates shall show the type and amount of coverage, effective dates and dates of expiration of policies and shall be accompanied by all required endorsements. In addition, Contractor shall furnish City with copies of all required endorsements listed above. If City requests, copies of each insurance policy, together with all endorsements, shall also be promptly delivered to City. Contractor shall furnish renewal certificates and endorsements to City to demonstrate maintenance of the required coverage’s throughout the term. If City requests, copies of each insurance policy, together with all endorsements, shall also be promptly delivered to City. Contractor shall furnish renewal certificates and endorsements to City to demonstrate maintenance of the required coverage’s throughout the term.

**F. Other Insurance Requirements.**

- 2. 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, with the same minimum insurance coverage as the Contractor, for all of the subcontractor’s employees engaged in the work. Contractor shall include all subcontractors as insureds under its general liability and automobile liability policies or shall furnish to the City for review and approval separate certificates and endorsements for each subcontractor. All subcontractors must provide the same insurance coverage as the Contractor unless specifically excluded in writing by the City’s Risk Manager.
- 1. Contractor shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve Contractor from any obligation under this Agreement, including those imposed in this Article. If any claim is made by any third person against Contractor or any subcontractor on account of any occurrence related to this Agreement, other than claims by employees

for work-related incidents; Contractor shall promptly report the facts in writing to the insurance carrier and to the City.

2. If Contractor fails to procure and maintain any insurance required by this Agreement, City may take out and maintain such insurance as it may deem proper and may require Contractor to reimburse it for the cost incurred within thirty (30) Days and/or deduct the cost from any monies due Contractor. City may also treat the failure as a Contractor Default.
3. City is not responsible for payment of premiums for or deductibles under any required insurance coverages.
4. Any excess or umbrella policies shall be written on a “following form” basis.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage that may affect City’s protection without City’s express prior written consent.

### 13.03 PERFORMANCE BOND

Contractor shall file with City a bond, payable to City, securing Contractor’s faithful performance of each and every one of its obligations under this Agreement. The principal sum of the bond shall be One Million Dollars (\$1,000,000). The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California, with a financial condition and record of service satisfactory to the City and an A.M. Best or Standard and Poors rating of no less than “A-“. The bond shall be in a form specified by the City. Alternatively, Contractor may deposit a letter of credit or open a certificate of deposit in the name of the City to be held to secure Contractor’s faithful performance. The performance bond shall be maintained in force for the duration of this Agreement. Contractor shall pay the premium for the bond.

### 13.04 HAZARDOUS WASTE INDEMNIFICATION

In addition to any other indemnity obligations set forth herein and to the extent allowed or not limited by Applicable Law, Contractor shall indemnify, defend, and hold harmless the Indemnitees against all claims, of any kind whatsoever paid, incurred or suffered by, or asserted against Indemnitees arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan concerning any Hazardous Waste released, spilled or disposed of by Contractor pursuant to this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, (“CERCLA”), 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify Indemnitees from liability and shall survive the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, Contractor is not required to indemnify the Indemnitees against claims arising from Contractor's delivery of Solid Waste, Recyclable Materials and Green Waste Materials to the Designated Processing and Disposal facility, or their subsequent delivery to other locations, unless such claims are due to Contractor's negligence or willful misconduct.

13.05 CALIFORNIA INTEGRATED WASTE MANAGEMENT ACT  
INDEMNIFICATION

In addition to any other indemnity obligations set forth herein and to the extent allowed or not limited by Applicable Law Contractor agrees to indemnify and hold harmless the Indemnitees against all fines and/or penalties imposed by the CalRecycle or the Local Enforcement Agency (LEA) based on Contractor's failure to comply with laws, regulations or permits issued or enforced by the CIWMB or the LEA or caused or contributed to by the Contractor's failure to perform obligations under this Agreement. This indemnity obligation is subject to the limitations and conditions in Public Resource Code Section 40059.1 as may be amended or renumbered from time to time, but is enforceable to the maximum extent allowed by that Section. This indemnity shall survive the termination or earlier expiration of this Agreement.

ARTICLE 14 DEFAULT AND REMEDIES

14.01 EVENTS OF DEFAULT.

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

- A.** Contractor fails to perform its obligations under any other Article of this Agreement and its failure to perform is not cured within ten (10) Days after written notice from City, provided that if the nature of the breach is such that it shall reasonably require more than ten (10) Days to cure, Contractor shall not be in default so long as it promptly commences the cure and diligently proceeds to completion of the cure, and provided further that neither notice nor opportunity to cure applies to events described in subsections C through H.
- B.** Contractor ceases to provide collection and transportation services for a period of two (2) Business Days for any reason within the Contractor's control, including labor unrest such as strike, work stoppage or slowdown, sickout, picketing, or other concerted job action by Contractor's employees.
- C.** Contractor files a voluntary petition for relief under any bankruptcy, insolvency or similar law.
- D.** An involuntary petition is brought against Contractor under any bankruptcy, insolvency or similar law which remains undismissed or unstayed for ninety (90) Days.
- E.** Contractor fails to furnish a replacement bond or a continuation certificate of the existing bond not less than ten (10) Days before expiration of the performance bond, as required by Article 13 or fails to maintain all required insurance coverages in force.
- F.** A representation or warranty contained in Article 2 proves to be false or misleading in a material respect as of the date such representation or warranty was made.

14.02 RIGHT TO SUSPEND OR TERMINATE UPON DEFAULT.

- A.** Upon any Contractor Default, City may terminate this Agreement or suspend it, in whole or in part. Such suspension or termination shall be effective thirty (30) Days after City has given notice of suspension or termination to Contractor, except that

such notice may be effective in a shorter period of time, or immediately, if the Contractor Default is one which endangers the health, welfare or safety of the public, such as the failure to collect Solid Waste, Recyclable Materials, or Green Waste Materials and Street Sweeping Services for the period of two (2) Business Days. Notice may be given orally in person or by telephone to the representative of Contractor designated in or under Article 15 and shall be effective thirty (30) days after the notice is served unless the notice sets forth a shorter period of time. Written confirmation of such oral notice of suspension or termination shall be sent by personal delivery, facsimile, or other expedited means of delivery to Contractor within twenty-four (24) hours of the oral notification at the address shown in Article 15. Contractor shall continue to perform the portions of the Agreement, if any, not suspended, in full conformity with its terms.

- B.** City may also suspend or terminate this Agreement, upon the same notice provisions, if Contractor's ability to perform is prevented or materially interfered with by a cause which excuses nonperformance under this Article 14, despite the fact that nonperformance in such a case is neither a breach nor a Contractor Default.

#### 14.03 SPECIFIC PERFORMANCE

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

#### 14.04 DAMAGES

Contractor shall be liable to City for all direct, indirect, special, and consequential damages arising out of Contractor's Default. This Article is intended to be declarative of existing California law.

#### 14.05 CITY'S REMEDIES CUMULATIVE

City's rights to suspend or terminate this Agreement, to obtain specific performance, and to perform under Article 14 are not exclusive, and City's exercise of one such right shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies that City may have, including a legal action for damages or imposition of liquidated damages under this Article 14.

#### 14.06 LIQUIDATED DAMAGES

The Parties acknowledge that consistent and reliable Collection Service is of utmost importance and City has considered and relied on Contractor's representations of its quality of service commitment in entering into this Agreement. The parties further recognize that quantified standards of performance are necessary and appropriate to ensure consistent and reliable service; and that if Contractor fails to achieve the performance standards, City and its Customers will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of damages that City will suffer.

Therefore, the parties agree that the liquidated damage amounts listed below represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City and its Customers that reasonably could be anticipated and recognition that proof of actual damages would be costly or inconvenient. By initialing the places provided, each party

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specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

Contractor Initial Here: \_\_\_\_\_ City Initial Here: \_\_\_\_\_

Contractor agrees to pay (as liquidated damages and not as a penalty) the amount set forth below.

<b>Liquidated Damages</b>	
<b>Item</b>	<b>Amount</b>
Failure to commence service to a Customer account within five (5) Business Days after request	\$50.00 per incident per Customer
Failure to operate within noise limitations for Collection operations.	\$50.00 per incident per day
Contractor's personnel behaving in discourteous manner to any Customer	\$50.00 per incident per day
Failure to immediately clean material spilled by Contractor from unloading Containers.	\$50.00 per incident per location.
Failure to Collect Materials during authorized hours.	\$50.00 per Customer per day.
Failure to respond to a Customer complaint within the applicable time period.	\$50.00 per Customer per day
Failure to maintain, repair or replace Containers at Customer's request.	\$50.00 per Customer per day
Failure to maintain Collection vehicles in a clean and safe condition.	\$100.00 per vehicle per day.
Failure to complete or improper sweeping of a street	\$150.00 per street per day.
Failure to submit timely reports (monthly, quarterly and annual) to City.	\$250.00 per day
Failure to repair damage to Customer property caused by Contractor.	\$250.00 per incident plus cost of repair.
Failure to repair damage to City property caused by Contractor.	\$500.00 per incident plus cost of repair.
Commingling of source separated and single stream Recyclables within the same vehicle compartment.	\$1,000.00 per vehicle

City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or agents and through investigation of customer complaints made directly to City. Prior to assessing liquidated damages based on such observations or investigations, City shall give Contractor notice of its intention to do so including a description of the incident(s) and non-performance. Contractor may review all non-confidential information in the possession of City relating to the incident(s) and non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with City representative. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s) and non-performance. City's representative shall provide Contractor with a written explanation of their determination on each incident(s) and non-performance prior to authorizing the assessment of liquidated damages. The decision of City's representative shall be final. City's right to recover liquidated damages for Contractor's failure to meet the service performance

standards shall not preclude City from obtaining equitable relief for persistent failures to meet such standards nor from suspending or terminating the Agreement for such persistent failures.

#### 14.07 CITY DEFAULT

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

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

#### 14.08 EXCUSE FROM PERFORMANCE

- A. Force Majeure.** Neither party shall be in default of its obligations under this Agreement in the event, and for so long as, it is impossible or extremely impracticable for it to perform its obligations due to an “act of God” (including, but not limited to, flood, earthquake or other catastrophic events), war, insurrection, riot, labor unrest of other than the party’s employees (including strike, work stoppage, slowdown, sick out, picketing, or other concerted job action), or other similar cause not the fault of, and beyond the reasonable control of, the party claiming excuse. A party claiming excuse under this Article must (i) have taken reasonable precautions, if possible, to avoid being affected by the cause, and (ii) notify the other party in writing as provided in Subsection C, below.
- B. Obligation to Restore Ability to Perform.** Any suspension of performance by a party pursuant to this Article shall be only to the extent, and for a period of no longer duration than, required by the nature of the event, and the party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible and to mitigate damages that may occur as result of the event.
- C. Notice.** The party claiming excuse shall deliver to the other party a written notice of intent to claim excuse from performance under this Agreement by reason of an event of Force Majeure. Notice required by this Article shall be given promptly in light of the circumstances, but in any event not later than five (5) Days after the occurrence of the event of Force Majeure. Such notice shall describe in detail the event of Force Majeure claimed, the services impacted by the claimed event of Force Majeure, the expected length of time that the party expects to be prevented from performing, the steps which the party intends to take to restore its ability to perform, and such other information as the other party reasonably requests.
- D. City's Rights in the Event of Force Majeure.** The partial or complete interruption or discontinuance of Contractor’s services caused by an event of Force Majeure shall not constitute a Contractor Default. Notwithstanding the foregoing: (i) City shall have the right to make use of Contractor’s facilities and equipment in the event of non-performance excused by Force Majeure; (ii) if Contractor’s failure to perform by reason of Force Majeure continues for a period of thirty (30) Days or more, City shall have the right to immediately terminate this Agreement; (iii) if Contractor is unable to collect and dispose of Solid Waste as required by this

Agreement for a period of two (2) or more consecutive days as a result of Force Majeure, City shall have the right to make use of Contractor's facilities and equipment and (iv) if Contractor's inability to collect and dispose of Solid Waste, Recyclable, Green Waste and Street Sweeping Materials continues for two (2) Days or more from the date by which Contractor gave or should have given notice under subsection 14.08 C, City may terminate this Agreement immediately upon written notice.

#### 14.09 ASSURANCE OF PERFORMANCE

If Contractor (i) persistently suffers the imposition of any labor unrest including work stoppage or slowdown, sickout, picketing or other concerted job action; (ii) appears in the reasonable judgment of City to be unable to regularly pay its bills as they become due; (iii) is the subject of a civil or criminal proceeding brought by a federal, state, regional or local Agency for violation of applicable Law in the performance of this Agreement, (iv) or performs in a manner that causes City to be uncertain about Contractor's ability and intention to comply with this Agreement, City may, at its option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City may require. Failure of Contractor to provide reasonable assurances pursuant to this section shall be a material breach of this Agreement.

#### 14.10 CRIMINAL ACTIVITY OF CONTRACTOR

**A. Notice.** The Parent Company, its subsidiaries, and the Contractor together referred to as the Contractor Party shall immediately notify City of any Convictions or Pleas (together, "Criminal Activity") described in this subsection if the Criminal Activity directly and substantially relates to providing Services under this Agreement.

1 **"Convictions"**. "Convictions" means any criminal conviction, permanent mandatory or prohibitory injunction, fines, or a final judgment or order from a court, municipality or regulatory agency of competent jurisdiction applicable to a Contractor Party defined with respect to:

- (i) fraud or criminal offense in connection with obtaining, attempting to obtain, procuring or performing a public or private agreement related to municipal solid waste services of any kind (including collection, hauling, transfer, processing, composting or disposal), including this Agreement or any amendment thereto; or
- (ii) bribery or attempting to bribe a public officer or employee of a local, state, or federal agency; or
- (iii) embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, receiving stolen property, theft, or misprision (failure to disclose) of a felony; or
- (iv) unlawful disposal of hazardous or designated waste; or
- (v) violation of antitrust laws, including laws relating to price-fixing, bid-rigging and sales and market allocation, and of unfair and anti-competitive trade practice laws, including with respect to inflation of waste collection, hauling or disposal fees; or
- (vi) any felony.

2 **"Pleas"**. "Pleas" means any Contractor Party has pled "guilty" or entered a plea of "nolo contendere" or "no contest" to the conduct described in preceding subsection A.

**B. Contractor's Cure.** Upon the occurrence of any Criminal Activity, Contractor immediately shall do or cause to be done all of the following:

- (1) terminate from employment or remove from office the offending individual Contractor Party (other than the Contractor, which is a corporate entity), *unless* otherwise directed or ordered by a court or regulatory agency of competent jurisdiction or authority, and *unless* that termination would subject any Contractor Party to substantial liability for breach of any labor agreement entered into before the date of this Agreement, and
- (2) eliminate the participation by that individual Contractor Party in any management, supervision or decision activity that affects or could affect, directly or indirectly, the performance of this Agreement.

Contractor shall not hire or transfer, nor shall offer or cause to be offered the knowing hire or transfer, of any person who has committed an item of Criminal Activity from any Parent or Subsidiary company or business entity to a position as a Contractor Representative, field supervisor, officer or director who is directly or indirectly responsible for performance of this Agreement.

## ARTICLE 15 OTHER AGREEMENTS OF THE PARTIES

### 15.01 RELATIONSHIP OF PARTIES

The parties intend that Contractor shall perform the services required by this Agreement as an independent contractor engaged by City and not as an officer or employee of City or as a partner or joint venturer with City. No employee or agent of Contractor shall be deemed to be an employee or agent of City. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the Collection Services performed under this Agreement, and over all persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents. Neither Contractor nor its officers, employees, subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

### 15.02 COMPLIANCE WITH LAW

In providing the services required under this Agreement, Contractor shall at all times comply with all applicable laws of the United States, the state, county and City, with all applicable regulations promulgated by federal, state, regional or local administrative and regulatory agencies, and by City, now in force and as they may be enacted, issued or amended during the Term, and with all permits affecting the services to be provided.

### 15.03 ASSIGNMENT

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

**A. City Consent Required.** Contractor shall not assign its rights or delegate or otherwise transfer its obligations under this Agreement to any other Person without the prior written

*Draft Agreement for Solid Waste, Recyclable, Green Waste and Street Sweeping Material Collection, Processing and Disposal Services*

consent of City. Any such assignment made without the consent of City shall be void and the attempted assignment shall constitute a Contractor Default.

- B. Assignment Defined.** In addition to the actions set forth in subsection 15.03.A., above, for the purpose of this Article, the term “assignment” shall also include, but not be limited to, (i) a sale, exchange or other transfer to a third party of substantially all of Contractor’s assets dedicated to service under this Agreement; (ii) a sale, exchange or other transfer of outstanding common stock of Contractor to a person who is not a shareholder as of the Effective Date which results in a change in control of Contractor; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including insolvency or bankruptcy, an assignment for the benefit of creditors, appointment of a receiver taking possession of Contractor’s property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor.
- C. Consent Requirements.** If Contractor requests City’s consideration of and consent to an assignment, City may deny or approve such request in City’s complete and sole discretion. No request by Contractor for consent to an assignment need be considered by City unless and until Contractor has met the following requirements:
1. Contractor shall pay City its reasonable expenses for attorneys’ fees and investigation costs necessary to investigate the suitability of any proposed assignment and assignee, and to review and finalize any documentation required as a condition for approving any such assignment;
  2. Contractor shall furnish City with audited financial statements of the proposed assignee’s operations for the immediately preceding three (3) operating years;
  3. Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of solid waste and recycling management experience of operations similar to those required under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not been the subject of any administrative or judicial proceedings initiated by a federal, state or local Agency having jurisdiction over its operations due to an alleged failure to comply with federal, state or local laws or that the proposed assignee has provided City with a complete list of such proceedings and their status; (iii) that the proposed assignee conducts its operations in a safe and environmentally conscientious manner, in accordance with sound waste management practices in full compliance with all federal, state and local laws regulating the collection and disposal of waste and all other Applicable Laws; (iv) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.
- D. No Obligation to Consider.** City shall not be obligated to consider a proposed assignment if Contractor is in default.

#### 15.04 SUBCONTRACTING

Contractor shall not engage any subcontractors to perform any of the services required in this Agreement without the prior written consent of City. Contractor shall notify City no later than

ninety (90) Days prior to the date on which it proposes to enter into a subcontract. City may approve or deny any such request in its sole discretion.

15.05 AFFILIATED ENTITY

Contractor shall not form or use any affiliate to perform any of the services or activities which Contractor is required or offered to perform under this Agreement, other than that approved by the City under the current Agreement. If Contractor enters into any financial transactions with an affiliate for the provision of labor, equipment, supplies, services, or capital related to the furnishing of service under this Agreement, that relationship shall be disclosed to City, and in the financial reports submitted to City. In such event, City's rights to inspect records and obtain financial data shall extend to such Affiliate.

15.06 CONTRACTOR'S INVESTIGATION

Contractor has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding the Agreement and the work to be performed by it. Contractor has taken such matters into consideration in agreeing to provide the services required by, and for the compensation to be provided under, this Agreement.

15.07 NOTICE

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

A. If to City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

15.08 REPRESENTATIVES OF THE PARTIES.

**A. Representatives of City.** References in this Agreement to "City" shall mean the City of Vacaville and all actions to be taken by City shall be taken by the City Council except as provided below. The City Council may delegate authority to the City Manager and/or the Director of Public Works, and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate staff.

**B. Delegation of Authority by City Council.** By entering into this Agreement, when a specific provision in this Agreement calls for action by the City Manager or the Director

of Public Works, the Vacaville City Council specifically delegated authority to the City Manager and the Director of Public Works as applicable to take action under that provision.

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

#### 15.09 DUTY OF CONTRACTOR NOT TO DISCRIMINATE

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

#### 15.10 RIGHT OF CITY TO MAKE CHANGES

- A.** City may, without amending this Agreement, direct Contractor to cease performing one or more types of service described in the Agreement, may direct Contractor to modify the scope of one or more such services, may direct Contractor to perform additional Solid Waste, Recycling, Green Waste and Street Sweeping services, or may otherwise direct Contractor to modify its performance under any other Article of this Agreement. Contractor shall promptly and cooperatively comply with such direction.
- B.** If such changes add services that are not provided for in Appendix D, the Parties will meet and confer to discuss the proper manner in which to compensate Contractor for the additional services.
- C.** The City shall have the right to terminate a program if, in its discretion, the Contractor is not cost effectively achieving the program's goals and objectives. Thereafter, the City may utilize a third party to perform these services if the City reasonably believes the third party can improve on Contractor's performance and cost effectiveness. Notwithstanding these changes, Contractor shall continue the program during this period and, thereafter, until the third party takes over the program.

#### 15.11 REPORTS AS PUBLIC RECORDS

The reports, records and other information submitted or required to be submitted by Contractor to City are public records within the meaning of that term in the California Public Records Act, Government Code Section 6250 *et seq.* Unless a particular record is exempted from disclosure by the California Public Records Act or other applicable statute, it must be disclosed to the public by City upon request. Contractor shall not object to City making available to the public any information submitted by the Contractor, or required to be submitted in connection with this Agreement, including, but not limited to, the Rates, gross revenues, and Franchise Fees paid or due to City.

## ARTICLE 16 MISCELLANEOUS PROVISIONS

### 16.01 GOVERNING LAW

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

### 16.02 JURISDICTION

Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the parties agree that this Agreement is made in and shall be performed in Solano County and venue shall remain in Solano County, or where otherwise appropriate in the United States District Court, Eastern District of California, Sacramento, California.

### 16.03 BINDING ON SUCCESSORS

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

### 16.04 PARTIES IN INTEREST

Nothing in this Agreement is intended to confer any rights on any persons other than the Parties to it and their permitted successors and assigns. There are no third party beneficiaries to this Agreement

### 16.05 WAIVER

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

### 16.06 INTERPRETATION

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

### 16.07 AMENDMENT

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

### 16.08 COSTS AND ATTORNEYS' FEES

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

### 16.09 NO DAMAGES FOR INVALIDATION OF AGREEMENT

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

#### 16.10 REFERENCES TO LAWS AND REGULATIONS

All references in this Agreement to laws and regulations shall be understood to include such laws and regulations as they may be subsequently amended or recodified, unless otherwise specifically provided.

#### 16.11 INDEMNITY AGAINST CHALLENGES TO AGREEMENT AND RATES

In addition to any other indemnity obligations set forth herein and to the extent allowed or not limited by Applicable Law Contractor shall indemnify, defend and hold harmless City, and its officers, officials employees and agents (collectively, the “Indemnitees”) from and against any and all liability, claim, demand, action, proceeding or suit of any and every kind and description brought by a third person challenging the process by which this Agreement was negotiated or awarded, or, challenging the Rates or the process by which Rates were determined.

#### 16.12 ARTICLE HEADINGS

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

#### 16.13 APPENDICES

Each of the Appendices identified as A through D is attached hereto and incorporated herein and made a part hereof by this reference.

#### 16.14 ENTIRE AGREEMENT

This Agreement, including the Appendices, represents the full and entire Agreement between the Parties with respect to the matters covered herein and supersedes the request for proposals, any proposal submitted, and all prior negotiations, discussions, and agreements, either written or oral. This Agreement expressly supersedes any pre-existing Agreement(s) between the Parties for Solid Waste, Recyclables, Green Waste, and or Street Sweeping Collection, Transporting, Processing, and/or Disposal Services, whether contained in a single agreement or two or more separate agreements.

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

**City:**  
**City of Vacaville**

**Contractor:**  
Insert Name

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:

\_\_\_\_\_

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**Appendix A:**  
**Service Location and Levels of Service**  
**for City Facilities**

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## **City Services:**

### **Weekly Service**

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Customer Name	Service Address	Descr	Total Units	MTWTFSS
CITY OF VACAVILLE-COMMU CENTER	1100 ALAMO DR	BLUE RECY	1	---T---
CITY OF VACAVILLE-COMMU CENTER	1100 ALAMO DR	11 GREY	1	M--F--
CITY OF VACAVILLE-COMMU CENTER	1100 ALAMO DR	5 GREY	1	M--F--
CITY OF VACAVILLE-COMMU CENTER	1100 ALAMO DR	6YD CONT	1	-T-F--
CITY OF VACAVILLE-REDEVELOPMNT	40 ELDRIDGE AVE	BLUE RECY	2	M-----
CITY OF VACAVILLE-REDEVELOPMNT	40 ELDRIDGE AVE	CDBD 2YD	1	---T---
CITY OF VACAVILLE-REDEVELOPMNT	40 ELDRIDGE AVE	3YD CONT	1	-T-----
CITY OF VACAVILLE-CITY CORP YD	1001-1 ALLISON DR	BLUE RECY	1	----F--
CITY OF VACAVILLE-CITY CORP YD	1001-1 ALLISON DR	CDBD 3YD	2	--W----
CITY OF VACAVILLE-CITY CORP YD	1001-1 ALLISON DR	1 YD CONT	1	M-W----
CITY OF VACAVILLE-CITY CORP YD	1001-1 ALLISON DR	2 GREY	2	--W----
CITY OF VACAVILLE-CITY CORP YD	1001-1 ALLISON DR	3YD CONT	1	--W----
CITY OF VACAVILLE-WATER PLANT	1001-2 ALLISON DR	BLUE RECY	1	----F--
CITY OF VACAVILLE-WATER PLANT	1001-2 ALLISON DR	1 YD CONT	1	-T-F--
CITY OF VACAVILLE-WATER PLANT	1001-2 ALLISON DR	4YD CONT	1	M-W----
CITY OF VACAVILLE-FIRE STA #3	650 EUBANKS CT.	BLUE RECY	2	-T-----
CITY OF VACAVILLE-FIRE STA #3	650 EUBANKS CT.	3YD CONT	1	-----S-
CITY OF VACAVILLE-CITY HALL	630 MERCHANT ST &650	BLUE RECY	4	M-----
CITY OF VACAVILLE-CITY HALL	630 MERCHANT ST &650	CDBD 3YD	1	---T---
CITY OF VACAVILLE-CITY HALL	630 MERCHANT ST &650	2 GREY	2	M--T---
CITY OF VACAVILLE-CITY HALL	630 MERCHANT ST &650	4YD CONT	1	M-W-F--
CITY OF VACAVILLE-CITY HALL	630 MERCHANT ST &650	4YD CONT	2	M-W-F--
CITY OF VACAVILLE-ART LEAGUE	718 MONTE VISTA EAST	2 GREY	1	-T-----
CITY OF VACAVILLE-GEORGE DUKE	720 MONTE VISTA EAST	BLUE RECY	1	-----S
CITY OF VACAVILLE-GEORGE DUKE	720 MONTE VISTA EAST	BLUE RECY	1	-T-----
CITY OF VACAVILLE-GEORGE DUKE	720 MONTE VISTA EAST	4YD CONT	1	M-----
CITY OF VACAVILLE-FIRE STA #2	2001 ULATIS DR.	BLUE RECY	2	--W----
CITY OF VACAVILLE-FIRE STA #2	2001 ULATIS DR.	4YD CONT	1	---T---
CITY OF VACAVILLE	1000 ULATIS DR	2YD CONT	1	M-----
CITY OF VACAVILLE	1000 ULATIS DR	4 GREY	1	--W----
CITY OF VACAVILLE	1000 ULATIS DR	6YD CONT	1	M--F--
CITY OF VACAVILLE-FIRE STA #4	1850 ALAMO DR	BLUE RECY	2	---T---
CITY OF VACAVILLE-FIRE STA #4	1850 ALAMO DR	4YD CONT	1	-T-----
CITY OF VACAVILLE-BROWNS VALLE	261 WRENTHAM DR #A	3 GREY	1	M--F--
CITY OF VACAVILLE-COOPER TGIF	800 CHRISTINE DR	2 GREY	1	M--F--
CITY OF VACAVILLE-FIRE STA #1	111 SOUTH ORCHARD AVE	BLUE RECY	2	M-----
CITY OF VACAVILLE-FIRE STA #1	111 SOUTH ORCHARD AVE	CDBD 4YD	1	---T---
CITY OF VACAVILLE-FIRE STA #1	111 SOUTH ORCHARD AVE	4YD CONT	1	--W----
CITY OF VACAVILLE-ANDREWS PARK	ANDREWS PARK	7 GREY	1	M--F--
CITY OF VACAVILLE-ANDREWS PARK	ANDREWS PARK	8 GREY	1	M--F--
CITY OF VACAVILLE-FAIRMONT PK	512 TULARE DR	3 GREY	1	--W-F--
CITY OF VACAVILLE-KEATING PARK	1310 CALIFORNIA DR	BLUE RECY	4	---T---
CITY OF VACAVILLE-KEATING PARK	1310 CALIFORNIA DR	BLUE RECY	5	---T---
CITY OF VACAVILLE-KEATING PARK	1310 CALIFORNIA DR	25 GREY	1	M-W-F--
CITY OF VACAVILLE-KEATING PARK	1310 CALIFORNIA DR	2 GREY	1	M-W-F--
CITY OF VACAVILLE-CENTENNIAL	501 BROWNS VALLEY PKWY	BLUE RECY	3	-T-----
CITY OF VACAVILLE-CENTENNIAL	501 BROWNS VALLEY PKWY	11 GREY	1	M-W-F--
CITY OF VACAVILLE-CENTENNIAL	501 BROWNS VALLEY PKWY	4 GREY	1	M-W-F--
CITY OF VACAVILLE-ALAMO TGIF	561 EDGEWOOD DR	4 GREY	1	M--F--
CITY OF VACAVILLE-CAMBRIDGE	NUT TREE RD	2 GREY	1	M--F--
CITY OF VACAVILLE-MEADOWLANDS	6167 VANDEN RD	2 GREY	1	M-W-F--
CITY OF VACAVILLE-TROWER PARK	500 MARKHAM AVE	3 GREY	1	M--F--
CITY OF VACAVILLE-FAIRMONT	1355 MARSHALL RD	BLUE RECY	5	----F--
CITY OF VACAVILLE-FAIRMONT	1355 MARSHALL RD	1 GREY	1	----F--
CITY OF VACAVILLE-HEMLOCK	400 HEMLOCK ST	2 GREY	1	M--F--
CITY OF VACAVILLE-HUME GROVE	181 BUTCHER RD	1 GREY	1	--W----
CITY OF VACAVILLE-N. ORCHARD	ORCHARD AVE NORTH	4 GREY	1	M--F--
CITY OF VACAVILLE-BROWNS VALLE	261 WRENTHAM DR	3 GREY	1	M--F--
CITY OF VACAVILLE-BEELARD PK	BEELARD DR	3 GREY	1	M--F--
CITY OF VACAVILLE-CAMBRIDGE PK	3490 NUT TREE RD	4 GREY	1	M--F--
CITY OF VACAVILLE-HAWKINS PARK	201 SUMMERFIELD DR	1 GREY	1	M-----
CITY OF VACAVILLE-HAWKINS PARK	201 SUMMERFIELD DR	2 GREY	1	M-----
CITY OF VACAVILLE-MEADOWLANDS	VANDEN RD	1 GREY	1	M--F--
CITY OF VACAVILLE-MEADOWLANDS	VANDEN RD	3 GREY	1	M--F--
CITY OF VACAVILLE-PATWIN PARK	ELMIRA RD	3 GREY	1	M--F--
CITY OF VACAVILLE-SOUTHWOOD PK	SOUTHWOOD DR	4 GREY	1	M--F--
CITY OF VACAVILLE-WILLOW &	OGDEN WAY	2 GREY	1	M--F--
CITY OF VACAVILLE-PENA ADOBE	PENA ADOBE RD	4YD CONT	1	-T-----
CITY OF VACAVILLE-PENA ADOBE	PENA ADOBE RD	6 GREY	1	-T-----
CITY OF VACAVILLE-LAGOON VALLE	1 PENNA ADOBE RD	BLUE RECY	6	M-----
CITY OF VACAVILLE-LAGOON VALLE	1 PENNA ADOBE RD	1 GREY	1	M-----

CITY OF VACAVILLE-LAGOON VALLE	1 PENA ADOBE RD	25 GREY	1	M-----	
CITY OF VACAVILLE-LAGOON VALLE	1 PENA ADOBE RD	6 GREY	1	M-----	
CITY OF VACAVILLE-LAGOON VALLE	1 PENA ADOBE RD	6YD CONT	1	-T-----	
CITY OF VACAVILLE-IRENE LARSON	1850 ALAMO DR #A	6 GREY	1	M-W-F--	
CITY OF VACAVILLE-ALAMO CREEK	ALAMO DR/BUCK AVE	7 GREY	1	M---F--	
CITY OF VACAVILLE-ARLINGTON PK	501 FOXBORO PARKWAY	BLUE RECY	3	---T---	
CITY OF VACAVILLE-ARLINGTON PK	501 FOXBORO PARKWAY	11 GREY	1	M-W-F--	
CITY OF VACAVILLE-ARLINGTON PK	501 FOXBORO PARKWAY	4 GREY	1	M-W-F--	
CITY OF VACAVILLE-WILLIS	500 ELDER ST	3 GREY	1	M---F--	
CITY OF VACAVILLE-CANNON STN	910 RUBY DR	5 GREY	1	M---F--	
CITY OF VACAVILLE-NELSON PK	1800 MARSHALL RD	BLUE RECY	2	--W----	
CITY OF VACAVILLE-NELSON PK	1800 MARSHALL RD	10 GREY	1	M-W-F--	
CITY OF VACAVILLE-PADAN PARK	801 MARSHALL RD.	5 GREY	1	M---F--	
CITY OF VACAVILLE-RIDGEVIEW PK	850 TIPPERARY DR	6 GREY	1	M---F--	
CITY OF VACAVILLE-PHEASANT	MADISON AVE	4 GREY	1	M---F--	
CITY OF VACAVILLE-STONEGATE PK	STONEGATE DR	6 GREY	1	M---F--	
CITY OF VACAVILLE-POCKET PARK	1 ELMIRA RD	1 GREY	1	M---F--	
CITY OF VACAVILLE-PARK & RIDE	DAVIS ST / HICKORY LN	5 GREY	1	M---F--	
CITY OF VACAVILLE-CITY CANS	600 MAIN ST EAST #A	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	640 MAIN ST EAST	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	560 MAIN ST	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	535 MAIN ST	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	MAIN ST	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	MAIN/CERNON	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	PARKER ST	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	301 MAIN ST # A	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	315 MAIN ST #A	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	354 MAIN ST	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	500 MAIN ST #A	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	373 MERCHANT ST #A	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	368 MERCHANT ST	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	363 MERCHANT ST #A	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	349 MERCHANT ST #A	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	334 MERCHANT ST	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	333 MERCHANT ST	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	309 MERCHANT ST # A	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	303 MERCHANT ST	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	412 MAIN ST	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	334 PARKER ST # A	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	329 PARKER ST #A	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	311 PARKER ST #A	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	201 MONTE VISTA EAST #A	1 CITY CAN	1	-T-----	
CITY OF VACAVILLE-CITY CANS	180 MONTE VISTA EAST #A	1 CITY CAN	1	-T-----	
CITY OF VACAVILLE-CITY CANS	CERNON ST	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	326 CERNON ST #A-ALLEY G O R	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	342 CERNON ST-ALLEY G O R	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	400 MERCHANT ST #A	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	810 MERCHANT ST	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	900 MERCHANT ST #A	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	653 MERCHANT ST	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	300 MASON ST #A	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-PB-WORKS CAN	650 MERCHANT ST #3	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	650 MERCHANT ST #4	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	650 MERCHANT ST #5	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	334 MERCHANT ST #A	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-VRTC	190 HICKORY LANE	5 GREY	1	M-----	
CITY OF VACAVILLE-ULATIS COMM	1000 ULATIS DR	BLUE RECY	1	-T-----	
CITY OF VACAVILLE-PADAN TGIF	801 MARSHALL RD #A	3 GREY	1	M---F--	
CITY OF VACAVILLE-FOXBORO TGIF	501 FOXBORO PARKWAY #A	2 GREY	1	M-W-F--	
CITY OF VACAVILLE-SIERRA VISTA	301 BEL AIR DR #A	2 GREY	1	M---F--	
CITY OF VACAVILLE-COOPER PK	800 CHRISTINE DR #A	5 GREY	1	M---F--	
CITY OF VACAVILLE-CREEKWALK	650 MERCHANT ST	SPECIAL SERV	1	----S-	
CITY OF VACAVILLE-NORMANDY	NORMANDY MEADOWS PARK	1 GREY	1	M---F--	
CITY OF VACAVILLE-MC BRIDE SR	91 TOWN SQUARE PL	BLUE RECY	1	M-----	
CITY OF VACAVILLE-MC BRIDE SR	91 TOWN SQUARE PL	3YD CONT	1	M--T---	
CITY OF VACAVILLE-CITY CANS	91 TOWN SQUARE PL #A	1 CITY CAN	2	M-W-F--	
CITY OF VACAVILLE-PARK & RIDE	810 DAVIS ST	2 GREY	1	---T---	
CITY OF VACAVILLE-CITY CANS	610 MAIN ST EAST	1 CITY CAN	1	M-W-F--	
CITY OF VACAVILLE-CITY CANS	610 MAIN ST EAST	1 GREY	1	M-W-F--	
CITY OF VACAVILLE-LIBRARY YARD	1 TOWN SQUARE PL #3	1 GREY	1	M-----	
CITY OF VACAVILLE-PARK SWAP	1000 ULATIS DR #C	SPECIAL SERV	1	----S-	SWAP PARKS 2X A YEAR
CITY OF VACAVILLE-AL PATCH PRK	1750 CALIFORNIA DR	BLUE RECY	1	---T---	
CITY OF VACAVILLE-AL PATCH PRK	1750 CALIFORNIA DR	9 GREY	1	M-W-F--	

CITY OF VACAVILLE-SPL CLEAN UP	1001 ALLISON DR #03	SPECIAL SERV	1	----S-	
CITY OF VACAVILLE-FINANCE DEPT	6040 VACA STATION RD	BLUE RECY	5	---T---	
CITY OF VACAVILLE-FINANCE DEPT	6040 VACA STATION RD	GDBD 3YD	2	---T---	
CITY OF VACAVILLE-FINANCE DEPT	6040 VACA STATION RD	1 YD CONT	1	--W----	
CITY OF VACAVILLE-FINANCE DEPT	6040 VACA STATION RD	1 YD CONT	6	----S-	
<b>CITY OF VACAVILLE-FINANCE DEPT</b>	<b>6040 VACA STATION RD</b>	2YD CONT	<b>12</b>	<b>----S-</b>	<b>SEWER PLANT</b>
CITY OF VACAVILLE-FINANCE DEPT	6040 VACA STATION RD	4YD CONT	1	--W----	
CITY OF VACAVILLE-TRANSPORTATI	1501 ALLISON DR	1 CITY CAN	4	-T--F--	

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## **Special Events**

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Event	CART CONTAINERS		DEBRIS BOXES						SWEEP	FREQUENCY
	96g grey	96g blue	4 yd	6 yd	20 yd	25 yd	30 yd	6 yd CDBD		
1	15	8								1 Annual
2					1			1		1 Annual
3	30	10								10 weekends
4	60	20								1 Annual
5	8	8		6	1	1				1 Annual
6		11								1 Annual
7	6	2								2 weekends
8	20	10								1 Annual
9	103	57		1				1	X	1 Annual
10	50	25	2	1				1	X	1 Annual

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# **Drop Box Service**

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**KEATING PARK 1300 CALIFORNIA DR**  
20YD TRASH DROP BOX

**CORP YARD 1001 ALLISON DR**  
30YD TRASH DROP BOX  
30YD TRASH DROP BOX  
30YD GREENWASTE BOX  
30YD TRASH DROP BOX  
30YD GREENWASTE BOX  
30YD GREENWASTE BOX  
30YD TRASH DROP BOX  
30YD TRASH DROP BOX  
30YD GREENWASTE BOX  
30YD GREENWASTE BOX  
20YD GREENWASTE/WOOD  
30YD TRASH DROP BOX  
35YD TRASH DROP BOX  
20YD TRASH DROP BOX  
20YD METAL BOX

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## **Park Toter Swap List**

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Acct #	Service Address	Name	Ticket #	Ticket Notes
631283	1 ELMIRA RD	CITY OF VACAVILLE-POCKET PARK	3259836	REPLACE 1 GREY TOTER
5595	1100 ALAMO DR	CITY OF VACAVILLE-COMMU CENTER	3259845	REPLACE 16 GREY AND 1 BLUE TOTER
628990	561 EDGEWOOD DR	CITY OF VACAVILLE-ALAMO TGIF	3259850	REPLACE 4 GREY TOTERS
630814	0 ALAMO DR A	CITY OF VACAVILLE-ALAMO CREEK	3259839	REPLACE 7 GREY TOTERS
627968	501 BROWNS VALLEY PKWY	CITY OF VACAVILLE-CENTENNIAL	3259862	REPLACE 15 GREY AND 3 BLUE TOTERS
629121	261 WRENTHAM DR	CITY OF VACAVILLE-BROWNS VALLE	3259861	REPLACE 6 GREY TOTERS
630962	850 TIPPERARY DR	CITY OF VACAVILLE-RIDGEVIEW PK	3259864	REPLACE 6 GREY TOTERS
629022	6167 VANDEN RD	CITY OF VACAVILLE-MEADOWLANDS	3259870	REPLACE 2 GREY TOTERS
630822	501 FOXBORO PARKWAY	CITY OF VACAVILLE-ARLINGTON PK	3259851	REPLACE 15 GREY AND 3 BLUE TOTERS
630889	1800 MARSHALL RD	CITY OF VACAVILLE-NELSON PK	3259871	REPLACE 10 GREY AND 2 BLUE TOTERS
630913	801 MARSHALL RD	CITY OF VACAVILLE-PADAN PARK	3259872	REPLACE 5 GREY TOTERS
629337	0 ELMIRA RD	CITY OF VACAVILLE-PATWIN PARK	3259856	REPLACE 3 GREY TOTERS
629345	0 SOUTHWOOD DR	CITY OF VACAVILLE-SOUTHWOOD PK	3259858	REPLACE 4 GREY TOTERS
1133396	1750 CALIFORNIA DR	CITY OF VACAVILLE-AL PATCH PRK	3259860	REPLACE 18 GREY AND 1 BLUE TOTERS
590463	512 TULARE DR	CITY OF VACAVILLE-FAIRMONT PK	3259833	REPLACE 3 GREY TOTERS
590463	512 TULARE DR	CITY OF VACAVILLE-FAIRMONT PK	3259838	REPLACE 2 GREY TOTERS
629089	1355 MARSHALL RD A	CITY OF VACAVILLE-FAIRMONT	3259834	REPALCE 1 GREY TOTER and 5 blue toters
581470	0 ANDREWS PARK	CITY OF VACAVILLE-ANDREWS PARK	3259842	REPALCE 15 GREY TOTERS
629071	500 MARKHAM AVE	CITY OF VACAVILLE-TROWER PARK	3259865	REPLACE 3 GREY TOTERS
629329	0 VANDEN RD	CITY OF VACAVILLE-MEADOWLANDS	3259863	REPLACE 4 GREY TOTERS
401620	1000 ULATIS DR	CITY OF VACAVILLE-KARI H.	3259877	REPLACE 4 GREY TOTERS
629162	3490 NUT TREE RD	CITY OF VACAVILLE-CAMBRIDGE PK	3259866	REPLACE 4 GREY TOTERS
630996	0 STONEGATE DR	CITY OF VACAVILLE-STONEGATE PK	3259874	REPLACE 6 GREY TOTERS
656850	1000 ULATIS DR A	CITY OF VACAVILLE-ULATIS COMM	3259876	REPLACE 1 BLUE TOTER
735407	800 CHRISTINE DR A	CITY OF VACAVILLE-COOPER PK	3259869	REPLACE 5 GREY TOTERS
629188	201 SUMMERFIELD DR	CITY OF VACAVILLE-HAWKINS PARK	3259855	REPLACE 3 GREY TOTERS
630822	501 FOXBORO PARKWAY	CITY OF VACAVILLE-ARLINGTON PK	3259851	REPLACE 15 GREY AND 3 BLUE TOTERS
630988	0 MADISON AVE	CITY OF VACAVILLE-PHEASANT	3259857	REPLACE 4 GREY TOTERS
630848	910 RUBY DR	CITY OF VACAVILLE-CANNON STN	3259832	REPLACE 5 GREY TOTERS
691410	301 BEL AIR DR A	CITY OF VACAVILLE-SIERRA VISTA	3259837	REPALCE 2 GREY TOTERS
629188	201 SUMMERFIELD DR	CITY OF VACAVILLE-HAWKINS PARK	3259855	REPLACE 3 GREY TOTERS
629394	0 OGDEN WAY	CITY OF VACAVILLE-WILLOW &	3259849	REPLACE 2 GREY TOTERS
630848	910 RUBY DR	CITY OF VACAVILLE-CANNON STN	3259832	REPLACE 5 GREY TOTERS
630988	0 MADISON AVE	CITY OF VACAVILLE-PHEASANT	3259857	REPLACE 4 GREY TOTERS
646398	190 HICKORY LN	CITY OF VACAVILLE-VRTC	3259847	REPLACE 5 GREY TOTERX
691410	301 BEL AIR DR A	CITY OF VACAVILLE-SIERRA VISTA	3259837	REPALCE 2 GREY TOTERS
613257	1310 CALIFORNIA DR	CITY OF VACAVILLE-KEATING PARK	3259852	REPLACE 27 GREY AND 4 OF THE OLD BLUE TOTERS
629345	0 SOUTHWOOD DR	CITY OF VACAVILLE-SOUTHWOOD PK	3262330	REPLACE 4 GREY TOTERS

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## **School List**

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SCHOOL	ADDRESS	96 GAL REC	GARBAGE	96 GAL GREEN	CARDBOARD
ALAMO SCHOOL	500 ORCHARD AVE SOUTH	6	6 yd 3X/week	1	6 yd
BROWNS VALLEY SCHOOL	333 WRENTHAM DR	10	4 yd 5X/week	1	3 yd
BUCKINGHAM CHARTER SCHOOL	188 BELLA VISTA RD	4	4 yd 1X/week	2	0
CAMBRIDGE SCHOOL	100 CAMBRIDGE DR	6	6 yd 2X/week	0	4 yd
COOPER SCHOOL	750 CHRISTINE DR	8	4 yd 5X/week	1	3 yd
COUNTRY HIGH	100 MC CLELLAN ST	4	6 yd 1X/week	0	3 yd
EDWIN MARKHAM SCHOOL	101 MARKHAM AVE	8	6 yd 1X/week	2	4 yd
EUGENE PADAN SCHOOL	200 PADAN SCHOOL RD	4	6 yd 4X/week	1	4 yd
FAIRMONT SCHOOL	1355 MARSHALL RD	1	6 yd 3X week	2	3 yd
FOXBORO SCHOOL	600 MORNING GLORY DR	12	10 yd compactor (emptied on call)	0	4 yd
HEMLOCK SCHOOL & ACE CHARTER	400 HEMLOCK ST	4	6 yd 3X/week	0	3 yd
JEAN CALLISON SCHOOL	6261 VANDEN RD	7	6 yd 3X/week	0	2- 3 yd
ORCHARD SCHOOL	805 ORCHARD AVE NORTH	4	6 yd 2X/week	0	3 yd
VACA HIGH SCHOOL	100 MONTE VISTA WEST	1	2- 6 yd 5X/week	0	3- 6 yd
VACA PENA SCHOOL	200 KEITH WAY	0	6 yd 5X/week	0	6 yd
WILL C WOOD	998 MARSHALL RD	18	1- 6 yd 3X/week and 1 - 6 yd 2X/week	0	6 yd
WILLIS JEPSON JR HIGH	580 ELDER ST	2	1 6 yd 4X/week	0	6 yd

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**Appendix B:**  
**Street Sweeping Schedule**

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**Split Municipal Parking Lot  
Street Sweeping Schedule**

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# CITY of VACAVILLE

## MUNICIPAL PARKING LOT SWEEPING SCHEDULE

### WEEK #1 - MONDAY

<i>PARKING LOT LOCATION</i>	<i>ROUTE #</i>
<b>MERCHANT ST.</b>	<b>VS1</b>
City Hall Parking Lot & P.D. Front Lot	<b>6:30am</b>
<b>ALAMO DRIVE</b>	<b>VS2</b>
Irene Larson Lot	

### WEEK #1 - TUESDAY

<i>PARKING LOT LOCATION</i>	<i>ROUTE #</i>
<b>DOBBINS &amp; MERCHANT ST.</b>	<b>VS1</b>
Senior Center / Library / VSS Office Lot	
<b>DOBBINS &amp; MONTE VISTA</b>	<b>VS1</b>
Pearson's Florist Lot & Merry Maids Lot	
<b>KENDAL &amp; PARKER ST.</b>	<b>VS1</b>
Lot Behind Old Post Office Grille	
<b>MAIN ST. &amp; PARKER ST.</b>	<b>VS1</b>
Gold's Gym Lot	
<b>MERCHANT ST. &amp; MAIN ST.</b>	<b>VS2</b>
Behind Merchant & Main/Vaca Music	
<b>CERNON &amp; MASON ST.</b>	<b>VS2</b>
Behind Bowman's Stationary	
<b>MONTE VISTA</b>	<b>VS2</b>
George Duke Center Lot	
<b>DAVIS ST.</b>	<b>VS2</b>
(2) Park & Ride Lots - Both Sides of Freeway	
<b>CATHERINE &amp; DAVIS ST.</b>	<b>VS3</b>
Behind Opera House & TJ's	

<b>MASON &amp; DAVIS ST.</b>	<b>VS3</b>
Old Southern Auto / Klotz	
<b>MASON &amp; DAVIS ST.</b>	<b>VS3</b>
Bank of the West Lot	
<b>CATHERINE &amp; DAVIS ST.</b>	<b>VS3</b>
KUIC & AAA Lots	

**WEEK #1 - WEDNESDAY**

<i>PARKING LOT LOCATION</i>	<i>ROUTE #</i>
<b>ROCKY HILL &amp; HOLLY LANE</b>	<b>VS1</b>
Trower Park	

**WEEK #1 - THURSDAY**

<i>PARKING LOT LOCATION</i>	<i>ROUTE #</i>
<b>ULATIS &amp; ALLISON</b>	<b>VS1</b>
Ulatis Community Center Lot	<b>6:30am</b>
<b>NUT TREE &amp; MARSHALL</b>	<b>VS1</b>
Nelson Park Lot	
<b>WOODRIDGE &amp; VANDEN</b>	<b>VS3</b>
Meadowlands Park Lot	

**WEEK #1 - FRIDAY**

<i>PARKING LOT LOCATION</i>	<i>ROUTE #</i>
<b>DOWNTOWN COMMERCIAL AREA</b>	<b>VS1-VS2-VS3</b>
All (3) Routes	<b>6:30am</b>
<b>CALIFORNIA &amp; PEABODY</b>	<b>VS1</b>
Al Patch Park Lot	
<b>BROWNS VALLEY PARKWAY</b>	<b>VS2</b>
Centennial Park Lots	
<b>PEABODY &amp; FOXBORO PKWY</b>	<b>VS3</b>
Arlington Park Lot	

# VACAVILLE SANITARY SERVICE

## MUNICIPAL PARKING LOT SWEEPING SCHEDULE

### WEEK #2 - MONDAY

<i>PARKING LOT LOCATION</i>	<i>ROUTE #</i>
NO PARKING LOT SWEEPING	

### WEEK #2 - TUESDAY

<i>PARKING LOT LOCATION</i>	<i>ROUTE #</i>
BUCK & ELDRIDGE City Offices Lot	VS5

### WEEK #2 - WEDNESDAY

<i>PARKING LOT LOCATION</i>	<i>ROUTE #</i>
TIPPERARY Ridgeview Park Lot	VS5

### WEEK #2 - THURSDAY

<i>PARKING LOT LOCATION</i>	<i>ROUTE #</i>
ALAMO & MARSHALL 3 Oaks Community Center Lot	VS4 6:30am

**WEEK #2 - FRIDAY**

<i>PARKING LOT LOCATION</i>	<i>ROUTE #</i>
<b>DOWNTOWN COMMERCIAL AREA</b>	<b>VS4-VS5-VS6</b>
All (3) Routes	<b>6:30am</b>

**Street Sweeping:  
Streets**

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**Street Sweeping**

<b>Category/Description</b>	<b>Approx. Total Curb Miles</b>	<b>Monthly Sweeps</b>	<b>Annual Sweeps</b>	<b>Approx. Miles Swept Annually</b>
Arterials	75	2	24	1,800
Collectors	137	2	24	3,288
Residential	317	2	24	7,608
<b>TOTAL APPROXIMATE ANNUAL MILES</b>				<b>12,696</b>

Debris collected from street sweeping can be temporarily stored at City's Corporation Yard thereby reducing number of unnecessary single-run trips to landfill.

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**Street Sweeping:  
Parking Lots**

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Map ID	Description	Street/Cross-Street/Landmark	Monthly Sweeps	Annual Sweeps
1	Downtown Lot 1	Dobbins St.	2	24
2	Downtown Lot 2	Dobbins Street (100 Block)	2	24
3	Downtown Lot 3	Town Center (Bernard Street)	2	24
4	Downtown Lot 4	Kendall Street	2	24
5	Downtown Lot 5	Main Street (Gold's Gym)	2	24
6	Downtown Lot 6	Cernon Street (300 Block)	2	24
7	Downtown Lot 7	Merchant Street	2	24
8	Downtown Lot 8	Davis Street (corner Davis and Catherine Street)	2	24
9	Downtown Lot 9	Catherine Street (KUIC Plaza)	2	24
10	Downtown Lot 10	Catherine Street (Pacific Plaza East)	2	24
11	Downtown Lot 11	Catherine Street (Pacific Plaza West)	2	24
12	Downtown Lot 12	Dobbins Street (McBride Senior Center)	2	24
13	City Hall	City Hall (650 Merchant Street)	2	24
14	Community Services Complex	Corner Buck Ave. and Eldridge	2	24
15	Ulatis Cultural Center	Corner of Allison and Ulatis Drive	2	24
16	Downtown Transit Plaza	Corner Monte Vista Ave. and Cernon Street	2	24
17	Three Oaks Community Center	1100 Alamo Drive	2	24
18	Mariposa Center	1625 Alamo Drive	2	24
19	Hickory/Davis St. Park and Ride	Corner of Hickory and Davis Street	2	24
20	Bella Vista Park and Ride	Corner of Davis and Bella Vista Road	2	24
21	Leisure Town Road Park and Ride	Orange Dr. and Leisure Town Rd. (behind motel)	2	24
22	Vacaville Transportation Center	1501 Allison Drive (corner Allison and Ulatis Drive)	2	24
23	Al Patch Park	California Drive and Peabody Road	2	24
24	Andrews Park (Georgie Duke Gym)	720 East Monte Vista Avenue	2	24
25	Arlington Park	Foxboro Parkway and Youngsdale Drive	2	24
26	Centennial Park	Browns Valley Parkway	2	24
27	Keating Park	Alamo Lane and California Drive	2	24
28	Lagoon Valley Park	Pena Adobe Road	2	24
29	Nelson Park	Marshall and Nut Tree Road	2	24
30	Pena Adobe Park	Pena Adobe Road	2	24
31	Meadowlands Park	Vanden Road	2	24
32	Ridgeview Park	Tipperary Drive	2	24

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**Appendix C:**  
**List of Acceptable**  
**Household Hazardous Waste Materials**

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## **List of Acceptable Household Hazardous Waste Materials**

- Household Batteries
- Used Oil
- Used Automotive Filters
- Latex and Oil-Based Paints
- Stains and Varnishes
- Cleaners and Disinfectants
- Pool and Spa Chemicals
- Photo Chemicals
- Fertilizers
- Aerosols
- Adhesives
- Computers and Computer Monitors
- Electronic Devices
- Fluorescent Lamps
- Mercury wastes
- Non-empty Aerosol Cans
- Televisions

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**Appendix D:**  
**Schedule of Rates**

**Schedule of Rates to be inserted after award of contract**