

**AMENDED AND RESTATED
FRANCHISE AGREEMENT
BETWEEN
CITY OF MENLO PARK
AND
RECOLOGY SAN MATEO COUNTY
FOR
RECYCLABLE MATERIALS,
ORGANIC MATERIALS, AND SOLID WASTE
COLLECTION SERVICES**

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**AMENDED AND RESTATED
FRANCHISE AGREEMENT
FOR
RECYCLABLE MATERIALS, ORGANIC MATERIALS,
AND SOLID WASTE
COLLECTION SERVICES**

7 THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made as of this 24th
8 day of April, 2018, by and between the CITY OF MENLO PARK, a Municipal Corporation
9 ("Agency"), and RECOLOGY SAN MATEO COUNTY, a California corporation ("Contractor").

10

RECITALS

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

12
13 **WHEREAS;** the State of California has, through enactment of the California Integrated Waste
14 Management Act of 1989 ("Act"), determined each of the following:

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

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

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

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

37 **WHEREAS;** in 2009, Agency independently evaluated Contractor's proposal and determined that
38 Contractor had proposed to provide solid waste handling services including collection of
39 recyclable and organic materials in a manner and on terms which were in the best interests of

40 Agency, its residents and businesses, taking into account the qualifications and experience of
41 Contractor and the cost of providing such services; and,

42 **WHEREAS**; on September 22, 2009, the Menlo Park City Council approved Resolution No.5888,
43 which awarded an exclusive franchise agreement to Recology San Mateo County for Recyclable
44 Materials, Organic Materials, and Solid Waste Collection Services with a term from January 1,
45 2011 through December 31, 2020 (“2009 Franchise Agreement”); and,

46 **WHEREAS**; on December 17, 2013, the Menlo Park City Council approved Resolution No. 6178,
47 which amended the 2009 Franchise Agreement; and,

48 **WHEREAS**; on April 28, 2016, the SBWMA’s Board of Directors directed SBWMA staff to
49 negotiate, acting on behalf of Agency and its other members, with Contractor an extension of the
50 2009 Franchise Agreement, and to do so without a competitive bidding for the collection services;
51 and,

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

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

59 **WHEREAS**; the City Council authorized City staff to negotiate this Amended and Restated
60 Franchise Agreement with a term of fifteen (15) years from January 1, 2021 through December
61 31, 2035, and, on April 24, 2018, authorized the City Manager to execute this Agreement; and,

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

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

65

66
67

ARTICLE 1 DEFINITIONS

68 **1.01 DEFINITIONS**

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

71 **1.02 STATUTORY DEFINITIONS**

72 Unless a term is otherwise defined in this Agreement, terms used in this Agreement shall
73 have the same meaning as the definitions of those terms contained in the Act. In the event
74 of a conflict between the definition of a term in the Act and in this Agreement, the definition
75 in the Agreement shall prevail.

76

77 **ARTICLE 2**
78 **REPRESENTATION AND WARRANTIES OF**
79 **CONTRACTOR**

80 Contractor represents and warrants, as of the date of its execution of this Agreement, the
81 following:

82 **2.01 CORPORATE STATUS**

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

85 **2.02 CORPORATE AUTHORIZATION**

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

90 **2.03 AGREEMENT DULY EXECUTED**

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

94 **2.04 NO CONFLICT WITH APPLICABLE LAW OR OTHER DOCUMENTS**

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

101 **2.05 NO LITIGATION**

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

109 **2.06 FINANCIAL CONDITION**

110 Contractor has made available to Agency information on its financial condition. Contractor
111 recognizes that Agency has relied on this information in evaluating the sufficiency of
112 Contractor's financial resources to perform this Agreement. To the best of Contractor's
113 knowledge, this information is complete and accurate, does not contain any material
114 misstatement of fact and does not omit any fact necessary to prevent the information
115 provided from being materially misleading.

116 **2.07 ABILITY TO PERFORM**

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

119 **2.08 CONTRACTOR'S INVESTIGATION**

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

126 **2.09 STATEMENTS AND INFORMATION IN PROPOSAL**

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

134 **2.10 IRAN CONTRACTING CERTIFICATION**

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

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

146

147 **ARTICLE 3**
148 **TERM OF AGREEMENT**

149 **3.01 EFFECTIVE DATE AND COMMENCEMENT DATE**

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

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

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

162 **3.02 TERM**

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

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

172 Except as provided below in this Section 3.02, the Parties intend for the 2009 Franchise
173 Agreement to govern the rights and obligations of the Parties through December 31, 2020,
174 and for this Agreement to govern the rights and obligations of the Parties from and after
175 January 1, 2021. Thus, to the extent this Agreement amends the 2009 Franchise
176 Agreement, the amendments shall not take effect until January 1, 2021, and shall not be
177 retroactive.

178 As an exception to the foregoing, upon the Effective Date, (i) the 2009 Franchise
179 Agreement shall be amended to extend the Term to 2035 as provided above, and (ii) the
180 2009 Franchise Agreement shall be amended to the extent necessary to give effect to
181 Section 11.02.F of this Agreement.

182 **3.03 EXTENSION OF TERM**

183 A. **Voluntary Extension.** At Agency's discretion, but subject to Contractor's consent,
184 this Agreement may be extended without amendment for a period of no less than one
185 (1) and no more than five (5) additional years for a total Term that does not exceed
186 thirty (30) years or extend beyond December 31, 2040). If Agency desires to extend
187 the Agreement, Agency shall provide the Contractor with written notice of its intention
188 to extend the Agreement on or before December 31, 2032. Such notice by Agency
189 shall specify the duration of the extension. Contractor shall provide written notice to

190 Agency and SBWMA on or before January 31, 2033 whether it consents to the
191 extension.

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

207 3.04 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

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

211 1. **Accuracy of Representations.** The representations and warranties made by
212 Contractor in Article 2 shall be true and correct on and as of the Effective Date.

213 2. **Absence of Litigation.** There shall be no litigation pending on the Effective Date
214 in any court challenging the execution of this Agreement or seeking to restrain
215 or enjoin its performance.

216 3. **Effectiveness of Agency's Approval.** The approval of this Agreement by Agency
217 shall have become effective, pursuant to California law, on or before the Effective
218 Date.

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

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

225 2. **Effectiveness of Agency's Approval.** The approval of this Agreement by Agency
226 shall have become effective, pursuant to California law.

227 3. **Approvals by Other Member Agencies.** On or before June 30, 2018, a minimum
228 of eight (8) of the governing bodies of the SBWMA's Member Agencies,
229 collectively representing at least two thirds (2/3) of the Member Agencies, have
230 approved and signed agreements with Contractor substantially similar to this
231 one.

232 C. **Notice.** If either Party wishes to assert that a condition for its benefit has not been
233 satisfied and has not been waived, it must deliver written notice to that effect to the

234 other party on or before the Effective Date. If no such notice is received, the
235 Agreement will become effective on the Effective Date.

236 D. **Good Faith**. Each Party is obligated to perform in good faith the actions, if any, which
237 this Agreement requires it to perform before the Effective Date and to cooperate
238 towards the satisfaction of the conditions set forth above.

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ARTICLE 4 SCOPE OF AGREEMENT

242 **4.01 SCOPE OF AGREEMENT**

243 A. Through this Agreement, Agency grants to Contractor an exclusive franchise, except
244 as provided in Section 4.01.B and in Section 4.02, to Collect the following materials
245 in the Service Area:

246 1. Solid Waste generated at Residential Premises, Commercial Premises and
247 Agency Facilities; and,

248 2. Source Separated Targeted Recyclable Materials and Source Separated Organic
249 Materials generated at Residential Premises.

250 B. Through this Agreement, Agency grants to Contractor a non-exclusive right to Collect
251 the following materials in the Service Area:

252 1. Source Separated Targeted Recyclable Materials and Source Separated Organic
253 Materials generated at Commercial Premises;

254 2. Major Appliances and Specialty Recyclable or Reusable Materials generated at
255 Residential Premises; and,

256 3. Non-putrescible wastes placed in Drop Boxes.

257 **4.02 LIMITATIONS ON SCOPE**

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

261 A. Solid Waste, Targeted Recyclable Materials, and Organic Materials which are
262 transported personally by the Owner or Occupant of the Premises at which they are
263 generated (or by his or her employees) to a processing or Disposal facility;

264 B. Targeted Recyclable Materials and Organic Materials which are Source Separated
265 by the Generator and donated to youth, civic, or charitable organizations;

266 C. Recyclable beverage containers delivered for Recycling under the California
267 Beverage Container Recycling Litter Reduction Act, Section 14500 *et seq.* California
268 Public Resources Code;

269 D. Animal waste and remains from slaughterhouse or butcher shops, grease waste, and
270 used cooking oil;

271 E. By-products of sewage treatment including sludge, sludge ash, grit, and screenings;

272 F. Hazardous Waste, Household Hazardous Waste, and Infectious Waste;

273 G. Source Separated E-Scrap and Source Separated Universal Waste;

274 H. Organic Materials composted at Residential and Commercial Premises;

275 I. Materials generated by State facilities (including public schools), provided that the
276 Generator has arranged services with other Persons or has arranged services with
277 the Contractor through a separate agreement;

- 278 J. The incidental removal of Solid Waste, Recyclable Materials, or Organic Materials
279 when the primary service performed is either of the following:
- 280 1. Landscaping, gardening, weed or refuse abatement, yard clean-up, or grading
281 of a lot; or,
 - 282 2. Construction, remodeling, or demolition of a building or structure.
- 283 K. Solid Waste generated at Residential Premises collected by others on an infrequent,
284 unscheduled, "on-call" basis (other than On-Call Bulky Item Collection Service
285 scheduled by Customers per Section 5.05).

286 **4.03 GEOGRAPHIC LIMITS ON CONTRACTOR'S OPERATIONS**

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

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

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ARTICLE 5 COLLECTION SERVICES

301 **5.01 GENERAL**

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

322 **5.02 SOLID WASTE COLLECTION**

- 323 A. **Single-Family Dwelling (SFD)**
- 324 1. General. Contractor shall Collect Solid Waste from SFD once per week from
325 Contractor-provided Carts, and shall bill Customers for the service at Agency-
326 approved Rates. Contractor shall provide extra Collection pick-ups of Containers
327 within one (1) Business Day of Customer's request and shall bill Customer at
328 Agency-approved Charges specified in Attachment Q.
- 329 2. Collection Location. Contractor shall Collect Carts Curbside unless: (i) the
330 Occupant is provided a Special Handling Service exemption; or, (ii) the Customer
331 has requested Backyard Collection Service and has agreed to pay for Backyard
332 Collection Service at the Agency-approved Charge. Contractor shall bill
333 Customers with Backyard Collection Service at Agency-approved Charges
334 specified in Attachment Q. For Customers with Special Handling Service and
335 Backyard Collection Service, Contractor shall Collect Carts from and return Carts
336 to the alternative service location (such as the side yard or backyard) specified
337 by the Customer. Contractor shall make reasonable accommodations with
338 regard to provision and servicing of Containers (e.g., Container size and type,
339 placement of Containers for Collection, etc.) at no additional cost to Customers
340 who meet the Agency's Special Handling Service criteria.
- 341 3. Informing Customer of Collection Location Options. Contractor will notify all
342 Residential Customers annually of the Special Handling Service and Backyard

343 Collection Service options and submit, for approval, a draft notification to Agency
344 thirty (30) Days prior to the anticipated date of distribution to Customers. New
345 service recipients shall be notified upon signing up for Collection service of the
346 Special Handling Service and Backyard Collection Service options.

347 4. Special Handling Service Eligibility. Customers desiring Special Handling
348 Service will be required to submit an application, in a form approved by Agency.
349 Contractor shall review applications to determine whether the Customer meets
350 Agency's eligibility criteria and shall provide a written response within five (5)
351 Business Days after receipt of the application. Unless otherwise directed by
352 Agency, Customers are eligible if they provide (i) evidence of their "handicap
353 status" by the California Department of Motor Vehicles, or (ii) evidence that no
354 Occupant of the Residential Premises is physically able to place Carts Curbside
355 for Collection. On an annual basis, Contractor may request reverification of
356 Special Handling Service eligibility from Customer.

357 **B. Multi-Family Dwellings**

358 1. General. Contractor shall Collect Solid Waste from Multi-Family Dwellings as
359 frequently as scheduled by Customer, but not less than once per week, and shall
360 bill Customers at Agency-approved Rates. Contractor shall provide extra
361 Collection pick-ups of Containers within one (1) Business Day of Customer's
362 request and shall bill Customers at Agency-approved Charges specified in
363 Attachment Q. Customers must subscribe to a minimum service level of three
364 (3) times per week Collection in order to be eligible for Collection on Saturday
365 and/or Sunday.

366 2. Containers. Contractor shall allow Multi-Family Dwelling Customers to use Carts
367 or Bins for Solid Waste Collection that are shared by the Occupants of the
368 Premises. Contractor shall provide one (1) or more Cart(s) or Bin(s) to such
369 Customers as requested by Customer, provided that no less than ninety-six (96)
370 gallons per week of Container capacity are provided for every five (5) dwelling
371 units in the Multi-Family Residential Complex.

372 3. General Service Conditions. The standard Rates for Collection services assume
373 that Containers are accessible by Contractor's vehicles and personnel.

374 If the Container is wheeled and is three (3) cubic yards or less in capacity and is
375 not a Compactor, the standard Rate includes Collection from the Container
376 located Curbside or in enclosures or on private or public property at a distance
377 less than or equal to fifty (50) feet of access by Contractor's vehicle, provided
378 that access to the Container is paved and the slope is less than seven percent
379 (7%). The distance to the Container shall be measured in one of the following
380 ways depending on the conditions of the Premises: (i) from the face of the curb
381 to the nearest edge of the Container, (ii) if there is no curb, from the edge of the
382 roadway nearest the nearest edge of the Container, or (iii) from the lifting
383 mechanism on the Collection vehicle if the vehicle can be driven on the
384 Premises.

385 If the Container does not have wheels, or is greater than three (3) cubic yards in
386 capacity, or is a Compactor, the standard Rate includes Collection from a
387 location accessible by Contractor's vehicle (regardless of the distance from the
388 curb or roadway), provided that access to the Container is paved and the slope

389 is less than seven percent (7%). A slope shall be deemed to be seven percent
390 (7%) or more if the slope measures 7% or more using a slope measurement
391 device.

392 For each Container that does not meet the above accessibility requirements,
393 Contractor shall offer Long Distance Service or Container Relocation Service as
394 described below for Containers that are eligible for such service. If the Container
395 is not eligible for such service, or the Customer notifies Contractor that it does
396 not want such service, then Contractor shall not be required to Collect the
397 Container unless it meets the above accessibility requirements.

398 4. Long Distance Service. For wheeled Containers that are more than fifty (50) feet
399 from the curb or edge of roadway (using the measurement method described
400 above), Contractor shall provide Long Distance Service. Long Distance Service
401 is an additional service Contractor shall provide that involves Contractor's route
402 personal manually pushing, pulling, or otherwise moving the Container more
403 than fifty (50) feet to a serviceable location and returning the Container to its
404 storage location after Collection. The Long Distance Service is a regularly
405 scheduled service that is performed each day the Contractor provides Collection
406 service for the Container. Contractor shall charge the Customer for Long
407 Distance Service at Agency-approved Charge specified in Attachment Q.

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

416 Container Relocation Service is an additional service provided by Contractor that
417 involves the Contractor dispatching a secondary vehicle and route personnel to
418 move the Container with the assistance of the vehicle from an inaccessible
419 storage location to a serviceable location. In such case, the service also involves
420 the return of the Container to its storage location, which may be performed
421 manually by route personnel of the regular Collection vehicle or by using the
422 secondary vehicle. The Container Relocation Service is a regularly scheduled
423 service that is performed each day the Contractor provides Collection service for
424 the Container. If Contractor provides Container Relocation Service for a
425 Container, it is not entitled to charge for Long Distance Service.

426 6. Determination of Service Needs and Disputes. Whether the Customer receives
427 Long Distance Service or Container Relocation Service shall be determined by
428 Contractor in its reasonable discretion based on conditions at the Customer's
429 site or the need to maintain safety or operational efficiency. In the event of a
430 dispute between Contractor and a Customer regarding the Long Distance
431 Service, Container Relocation Service, and/or the distance or degree of slope,
432 Contractor shall provide email notification to Agency and Customer, and Agency
433 shall work with the Contractor and Customer to resolve the dispute. Agency may
434 independently measure the slope and/or distance. Agency shall make the final

435 determination of the service arrangements and whether any Attachment Q
436 Charges apply.

437 7. Container Collection Location. Contractor shall give special consideration when
438 determining the Collection location for Multi-Family Residential complexes to
439 ensure that the flow of traffic is not impeded and that it does not result in aesthetic
440 degradation of an area. The designated Collection location, if disputed by
441 Customer or Contractor, shall be determined by the Agency. Additionally, if, in
442 the Agency's opinion, the location of an existing Collection location is
443 inappropriate, Agency may require the Customer or Contractor to relocate the
444 Collection Containers.

445 **C. Commercial Premises**

446 1. General. Contractor shall Collect Solid Waste from Commercial Premises as
447 frequently as scheduled by the Customer, but not less than once per week, and
448 shall bill Customers for the service at Agency-approved Rates. Contractor shall
449 provide extra Collection pick-ups of Containers within one (1) Business Day of
450 Customer's request and shall bill Customer at Agency-approved Charges
451 specified in Attachment Q. Customers must subscribe to a minimum service
452 level of three (3) times per week Collection in order to be eligible for Collection
453 on Saturday and/or Sunday.

454 2. Container Service Requirements. Container service requirements described for
455 Multi-Family Premises in Sections 5.02.B.3 through 5.02.B.7 are applicable for
456 Commercial Premises.

457 3. Service Methods. Specifically, the Contractor shall offer the following Collection
458 service methodologies to Commercial Customers:

459 a. Individual Cart or Bin Service. Contractor shall allow each Commercial
460 Premises to use Carts, Bins, Compactors, or Drop Boxes for Solid
461 Waste Collection.

462 b. Centralized Cart or Bin Service. Contractor shall allow each
463 Commercial Premises to use Carts or Bins for Solid Waste Collection
464 that are shared by the Occupants of two (2) or more adjacent
465 Commercial Premises. In such case, Contractor shall provide one or
466 more Carts or Bins as requested by the Customer(s) provided that no
467 less than ninety-six (96) gallons of Container capacity is provided for
468 every four (4) Commercial Premises.

469 c. Drop Boxes and Compactors. Contractor shall allow a Customer to
470 use a Drop Box or Compactor for Solid Waste Collection to meet the
471 Customer's Disposal needs. In such case, Contractor shall provide
472 Customer with a choice of Container capacities ranging from three (3)
473 to forty (40) cubic yards (or similar sizes). Contractor shall allow
474 Customers to purchase or lease Compactors through an outside
475 vendor. Regular maintenance of Compactors shall be required by
476 Customer (or outside vendor) as frequently as needed to keep the
477 Compactors in good working order and functioning at high compaction
478 levels.

479 **D. Agency Facilities**

- 480 1. General. Contractor shall Collect Solid Waste from Agency Facilities as
481 frequently as scheduled by the Agency, but not less than once per week. Agency
482 must subscribe to a minimum service level of three (3) times per week Collection
483 in order to be eligible for Collection on Saturday and/or Sunday.
- 484 2. Service Methods. Specifically, the Contractor shall offer the following Collection
485 service methodologies to Agency Facilities:
- 486 a. Individual Cart or Bin Service. Contractor shall allow each Agency
487 Facility to use Carts, Bins, Compactors, or Drop Boxes for Solid Waste
488 Collection.
- 489 b. Centralized Cart or Bin Service. Contractor shall allow each Agency
490 Facility to use Carts or Bins for Solid Waste Collection that are shared
491 by the Occupants of two or more adjacent Agency Facilities. In such
492 case, Contractor shall provide one or more Carts or Bins as requested
493 by the Agency provided that no less than ninety-six (96) gallons of
494 Container capacity is provided for every four (4) Agency Facilities.
- 495 c. Drop Boxes and Compactors. Contractor shall allow Agency to use a
496 Drop Box or Compactor for Solid Waste Collection to meet the
497 Agency's Disposal needs. In such case, Contractor shall provide
498 Agency with a choice of Container capacities ranging from three (3) to
499 forty (40) cubic yards (or similar sizes). Contractor shall allow Agency
500 to purchase or lease Compactors through an outside vendor. Regular
501 maintenance of Compactors shall be required by Agency (or outside
502 vendor) as frequently as needed to keep the Compactors in good
503 working order and functioning at high compaction levels.
- 504 3. Solid Waste from Public Street, Parks, and Parking Lot Litter Receptacles.
505 Contractor shall Collect Solid Waste from public litter receptacles located on
506 streets and in parking lots, and from public litter receptacles in parks that are
507 accessible for Curbside Collection. Contractor shall also Collect Solid Waste that
508 is contained in bags or boxes and placed adjacent to public litter receptacles.
509 These Collections will be made between one (1) and seven (7) Days per week,
510 as determined by Agency. Contractor is responsible for notifying Agency if a
511 public litter receptacle is inoperable within twenty-four (24) hours of observing or
512 being notified of the defect. A list of public litter receptacles is included in
513 Attachment B. Agency shall annually be allowed to increase the number of public
514 litter receptacles provided Collection service by an additional five percent (5%)
515 of the total number of receptacles in service as of January 1 of each Rate Year
516 after Rate Year Eleven (2021) without being billed for such service. The
517 maximum number of public litter receptacles that Contractor will service without
518 billing Agency shall increase by five percent (5%) each Rate Year after Rate Year
519 Eleven (2021), even if Agency does not actually increase the number of
520 receptacles by five percent (5%) in that Rate Year.
- 521 4. Scope of Service Requirements. Contractor shall provide the Agency with the
522 Collection services described above at the service locations, service levels, and
523 frequencies identified in Attachment B. Contractor shall provide and maintain
524 Collection Containers for the Agency's use, with the exception of public litter
525 receptacles (or public Solid Waste receptacles) and public Targeted Recyclable
526 Materials receptacles, which shall be provided and maintained by the Agency.

527 Contractor shall offer the type and size of Collection Containers that Contractor
528 provides Commercial Customers pursuant to Section 5.02.C.

529 5. Tonnage Allocation. Contractor may integrate Collection of Solid Waste,
530 Targeted Recyclable Materials, and Organic Materials from Agency Facilities
531 with other Collection services in the Service Area, provided that Contractor
532 attributes estimated Tonnage Collected from Agency Facilities separately from
533 other Customers upon the Agency's request.

534 6. No Billing for Service. Contractor shall not bill Agency for the services required
535 by this Section 5.02.D, including Long Distance Service, Container Relocation
536 Service, and lock/unlock service.

537 **5.03 TARGETED RECYCLABLE MATERIALS COLLECTION**

538 A. **General**. Contractor shall Collect Targeted Recyclable Materials from Customers
539 that have Source Separated the Targeted Recyclable Materials from Solid Waste and
540 placed these materials in the Customer's Recyclable Materials Collection Container
541 for Collection by Contractor.

542 In accordance with Section 15.12, the Agency may direct that Contractor modify its
543 scope of service to include Collection of additional types of Recyclable Materials
544 beyond those materials defined as Targeted Recyclable Materials in Attachment A.
545 If the Agency directs Collection of additional Recyclable Materials, such Recyclable
546 Materials shall thereafter be considered Targeted Recyclable Materials and
547 Contractor shall not receive additional Contractor's Compensation for Collection
548 service if the Targeted Recyclable Materials are placed by Generator in the
549 Recyclable Materials Container unless Contractor can demonstrate that Collection of
550 the additional material(s) requires modification to Collection routes to accommodate
551 the additional volume of the material(s).

552 B. **Single-Family Dwellings**

553 1. General. Once per week, Contractor shall Collect Single-Stream Targeted
554 Recyclable Materials from SFD. Contractor shall provide each SFD Customer
555 with one (1) Cart for Single-Stream Targeted Recyclable Materials. Contractor
556 shall provide each Customer with a sixty-four (64) gallon Cart specified in
557 Attachment D, unless Customer requests an alternative Cart specified in
558 Attachment D. Customers can request additional Targeted Recyclable
559 Materials Carts from Contractor for regular weekly Collection service, and
560 Contractor shall bill Customers at Agency-approved Charges specified in
561 Attachment Q.

562 2. Collection Location. For SFD Recyclable Materials Cart Collection, Contractor
563 shall comply with the same Collection provisions specified for Solid Waste Cart
564 Collection pursuant to Sections 5.02.A.2, 5.02.A.3, and 5.02.A.4.

565 3. Used Motor Oil and Used Motor Oil Filters. Contractor shall Collect Used Motor
566 Oil and Used Motor Oil Filters placed at the Collection location by Customer for
567 Collection in Contractor-provided or Contractor-approved Containers.
568 Contractor shall not be required to Collect more than five (5) gallons of Used
569 Motor Oil per Customer per Collection. Contractor shall provide up to five (5)
570 one-gallon translucent plastic Used Oil jugs with screw-on tops for Used Motor
571 Oil Collection and up to five (5) six (6) mil plastic zip-close type bags for Used

572 Motor Oil Filter Collection to SFD Customers, upon Customer's request, within
573 five (5) Business Days of such request, at no additional cost to Customer.
574 Information in English and Spanish, regarding the Used Motor Oil and Used
575 Motor Oil Filter Collection program and instructions for the use and set out of
576 these materials shall be provided with the Used Motor Oil jugs and Used Motor
577 Oil Filter bags. Diversion of Used Motor Oil shall be calculated with a conversion
578 factor of one (1) gallon of Used Motor Oil equaling seven (7) pounds.

579 4. Household Batteries and Cell Phones. Contractor shall Collect from SFD
580 Premises Household Batteries and Cell Phones placed on top of the Recyclable
581 Materials Cart in Contractor-provided or Customer-provided clear zip-close or
582 tie-close plastic bags clearly marked "Used Batteries and Cell Phones."
583 Contractor shall empty the bag at the point of Collection and leave it to be reused
584 by the Customer by placing it inside the Cart handle. Customers will be notified
585 to place all Household Batteries in a clear zip-close plastic bag; tape the contacts
586 of button cell batteries; and wrap Cell Phones in paper (for protection) prior to
587 placing in the plastic bag. While Customers will be encouraged to follow the
588 participation parameters, Contractor shall be required to Collect if Customers do
589 not follow these instructions.

590 5. Collection Day. Contractor shall Collect Targeted Recyclable Materials, Used
591 Motor Oil, Used Motor Oil Filters, Household Batteries, and Cell Phones from
592 SFD on the same day that Solid Waste Collection is provided.

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

594 1. General. Multi-Family Dwelling Customers that subscribe to Solid Waste
595 Collection service shall be entitled to Single-Stream Targeted Recyclable
596 Materials Collection at Agency approved rates, and Contractor shall provide the
597 level of service required by Multi-Family Dwelling Customers requesting
598 Recyclable Materials Collection services. Contractor shall provide each Multi-
599 Family Dwelling Customer with Containers for Single-Stream Targeted
600 Recyclable Materials Collection. If the City adopts an ordinance requiring
601 mandatory recycling collection for multi-family customers, Contractor shall offer
602 such additional services to any Multi-family Customer who is required to
603 participate in such service. Contractor shall bill Customers for such service at
604 Agency-approved Rates.

605 At a minimum, Contractor shall provide twenty (20) gallons per week of Container
606 capacity for Single-Stream Targeted Recyclable Materials Collection for every
607 Multi-Family Dwelling at the Premises. Contractor shall provide each Customer
608 with Carts or Bins as specified in Attachment D, as requested by the Customer.

609 Contractor shall Collect Single-Stream Targeted Recyclable Materials
610 Generated at Multi-Family Residential Complexes at least once per week or
611 more frequently, up to six (6) times per week, as scheduled by the Customer
612 provided that the Generator has Source Separated the Targeted Recyclable
613 Materials from Solid Waste and placed the materials in the appropriate
614 Contractor-provided Container. Contractor shall Collect Single-Stream Targeted
615 Recyclable Materials at the designated location agreed upon by Contractor and
616 Multi-Family Dwelling Customer. The designated Collection location, if disputed
617 by Customer or Contractor, shall be determined by the Agency. Carts and Bins
618 may be shared by the Occupants of the Multi-Family Residential Complexes.

619 Contractor shall provide extra Carts for use in the mail, utility, or similar room of
620 Multi-Family Residential Complexes if requested by the Customer.

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

635 3. Household Battery and Cell Phone Collection

636 a. Multi-Family Residential Complexes with individual Recycling Carts for
637 each dwelling unit. Contractor shall Collect Household Batteries and
638 Cell Phones placed on top of the Recyclable Materials Cart in
639 Contractor-provided or Customer-provided clear zip-close or tie-close
640 plastic bags clearly marked "Used Batteries and Cell Phones."
641 Customers will be notified to place all Household Batteries in a clear
642 zip-close plastic bag; tape the contacts of button cell batteries; and
643 wrap cell phones in paper (for protection) prior to placing in the plastic
644 bag. While Customers will be encouraged to follow the participation
645 parameters, Contractor shall be required to Collect the Household
646 Batteries and Cell Phones if Customers do not follow these
647 instructions.

648 b. Multi-Family Residential Complexes with Individual, Shared, or
649 Centrally-stored Recycling Carts or Bins. Contractor shall provide one
650 (1) or more centrally located Containers for the accumulation of
651 Household Batteries and Cell Phones. The number and location of
652 the Containers and the frequency of Collection shall be mutually
653 agreed to between the Contractor and the Owner or manager of the
654 complex. In the event the Owner or property manager requests that
655 the materials be Collected on an on-call basis, Contractor shall provide
656 that service at no additional cost.

657 4. Container Service Requirements. Container service requirements described for
658 Multi-Family Solid Waste Collection in Sections 5.02.B.3 through 5.02.B.7 are
659 applicable for Collection of Targeted Recyclable Materials from Multi-Family
660 Premises.

661 **D. Commercial Premises**

662 1. General. Commercial Premises Commercial customers that subscribe to Solid
663 Waste Collection service shall be entitled to Collection of Targeted Recyclable
664 Materials at Agency-approved Rates, and Contractor shall provide the level of

665 service required by Commercial Customers requesting Recyclable Materials
666 Collection services. The Contractor shall provide new Commercial Customers
667 with the level of Recyclable Materials Collection service needed to meet their
668 needs upon the start of Solid Waste Collection services. If the City adopts an
669 ordinance requiring mandatory recycling collection for commercial customers,
670 Contractor shall offer such additional services to any Commercial Customer who
671 is required to participate in such service. Contractor shall bill Customers for such
672 service at Agency-approved Rates.

673

674 Contractor shall Collect Single-Stream Targeted Recyclable Materials or other
675 Source Separated Recyclable Materials Generated at Commercial Premises at
676 least once per week or more frequently, up to seven (7) times per week, as
677 scheduled by the Customer provided that the Generator has Source Separated
678 the Targeted Recyclable Materials from Solid Waste and placed the materials in
679 the appropriate Contractor-provided Container. Contractor shall Collect Targeted
680 Recyclable Materials at the designated location agreed upon by Contractor and
681 Customer. The designated Collection location, if disputed by Customer or
682 Contractor, shall be determined by the Agency.

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

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

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

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

695 d. Drop Boxes and Compactors. Contractor shall allow Commercial Customers
696 to use Drop Boxes or Compactors for Targeted Recyclable Materials.
697 Contractor shall allow Customers to purchase or lease Compactors through
698 an outside vendor. Regular maintenance of Compactors shall be required
699 by Customer (or outside vendor) as frequently as needed to keep the
700 Compactors in good working order and functioning at high compaction levels.

701 3. Container Service Requirements. Container service requirements described for
702 Multi-Family Solid Waste Collection in Sections 5.02.B.3 through 5.02.B.7 are
703 applicable for Collection of Targeted Recyclable Materials from Commercial
704 Premises.

705 **E. Agency Facilities**

706 1. General. Agency Facilities that subscribe to Solid Waste Collection service shall
707 be entitled to Collection of Targeted Recyclable Materials, and Contractor shall
708 provide the level of service required by Agency Facilities requesting Targeted
709 Recyclable Materials Collection services and shall not bill Agency for such

710 services. The level of service Contractor shall provide includes: Single-Stream
711 Targeted Recyclable Materials Collection or Source Separated Collection of
712 cardboard, mixed paper, food and recyclable beverage containers, or other
713 Targeted Recyclable Materials in a manner that best suits the needs of the
714 Agency Facility.

715 Contractor shall Collect Single-Stream Targeted Recyclable Materials or other
716 Source Separated Targeted Recyclable Materials Generated at Agency Premises
717 at least once per week or more frequently, up to seven (7) times per week, as
718 scheduled by the Agency provided that the Generator has Source Separated the
719 Targeted Recyclable Materials from Solid Waste and placed the materials in the
720 appropriate Contractor-provided Container. Contractor shall Collect Targeted
721 Recyclable Materials at the designated location agreed upon by Contractor and
722 Agency.

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

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

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

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

738 d. Drop Boxes and Compactors. Contractor shall allow Agency Facilities to use
739 Drop Boxes or Compactors for the Collection of Targeted Recyclable
740 Materials. Contractor shall allow Agency to purchase or lease Compactors
741 through an outside vendor. Regular maintenance of Compactors shall be
742 required by Agency (or outside vendor) as frequently as needed to keep the
743 Compactors in good working order and functioning at high compaction levels.

744 3. Public Recycling Receptacles. Contractor shall Collect Recyclable Materials from
745 public Recycling receptacles located on streets and parking lots, and from public
746 Recycling receptacles in parks that are accessible for Curbside Collection.
747 Contractor shall also Collect Recyclable Materials that are contained in bags or
748 boxes and placed adjacent to public Recycling receptacles. These Collections will
749 be made between one (1) and seven (7) Days per week, as determined by
750 Agency. If Contractor concludes upon visual inspection that the Recyclables
751 placed in (or adjacent to) the public Recyclables receptacles have a
752 Contamination Level greater than that which is acceptable at the MRF, Contractor
753 shall Collect the materials as Solid Waste. Contractor is responsible for notifying
754 Agency if a public Recycling receptacle is inoperable within twenty-four (24) hours
755 of observing or being notified of the defect. A list of public Recycling receptacles

756 is included in Attachment B. If persistent contamination occurs in public Recycling
757 receptacles then, at Contractor's request, appropriate Agency staff shall meet
758 with Contractor to discuss ways to address the problem. Contractor shall not bill
759 Agency for the services described in this paragraph.

760 **5.04 ORGANIC MATERIALS COLLECTION**

761 A. **Single-Family Dwelling.** Contractor shall Collect Source Separated Organic
762 Materials from SFD once per week. Collection of Organic Materials, Targeted
763 Recyclable Materials, and Solid Waste from the SFD shall occur on the same Day
764 each week. Contractor shall provide each Customer with one (1) Cart to be used for
765 storage and Collection of Organic Materials. Customers may request additional
766 Organic Materials Carts from Contractor for regular weekly Collection service, and
767 Contractor shall bill Customer at Agency-approved Charges specified in Attachment
768 Q. The Contractor shall provide Customers with a ninety-six (96) gallon Cart as
769 specified in Attachment D, unless the Customer requests an alternative Cart size, in
770 which case, the Contractor shall provide an alternative Cart as specified in
771 Attachment D.

772 For SFD Organic Materials Cart Collection, Contractor shall comply with the same
773 Collection provisions specified for Solid Waste Cart Collection pursuant to Sections
774 5.02.A.2, 5.02.A.3, and 5.02.A.4.

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

781 B. **Multi-Family Premises.** Multi-Family Dwelling Customers shall have the option of
782 voluntarily subscribing to Organic Materials or Plant Materials Collection services,
783 Contractor shall bill Customers for such service at Agency-approved Rates. If the City
784 adopts an ordinance requiring mandatory recycling organic materials and/or Plant
785 Materials Collection services collection for Multi-Family customers, Contractor shall
786 offer such additional services to any Multi-Family Customer who is required to
787 participate in such service. Contractor shall bill Customers for such service at Agency-
788 approved Rates.

789 Contractor shall Collect Source Separated Organic Materials or Plant Materials from
790 Multi-Family Residential Complexes that have subscribed to Organic Materials or
791 Plant Materials Collection service as frequently as scheduled by Customer, but not
792 less than once per week. Contractor shall provide each Customer with a choice of
793 Carts or Bins as specified in Attachment D. Contractor shall Collect Organic Materials
794 and Plant Materials at the location agreed upon by Contractor and Customer. The
795 designated Collection location, if disputed by Customer or Contractor, shall be
796 determined by the Agency.

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

800 C. **Commercial Premises.** Commercial Customers shall have the option of voluntarily
801 subscribing to Organic Materials or Plant Materials Collection services, and

802 Contractor shall bill Customers for such service at Agency-approved
803 Rates. Contractor shall provide Organic Materials or Plant Materials Collection
804 service to any and all Customers requesting service. If the City adopts an ordinance
805 requiring mandatory recycling organic materials and/or Plant Materials Collection
806 services collection for commercial customers, Contractor shall offer such additional
807 services to any Commercial Customer who is required to participate in such service.
808 Contractor shall bill Customers for such service at Agency-approved Rates.

809 Contractor shall Collect Organic Materials or Plant Materials from Commercial
810 Premises that have subscribed to Organic Materials or Plant Materials Collection
811 service as frequently as scheduled by Customer, but not less than once per week.

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

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

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

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

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

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

844 Contractor shall deliver a Bin or Drop Box for Holiday Tree Collection to Multi-Family
845 Residential Complexes upon request of the Owner or property manager. Contractor
846 shall provide this Collection service annually commencing January 2 and shall
847 continue to provide this service as long as requests are submitted to Contractor, at

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

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

868 **5.05 RESIDENTIAL ON-CALL BULKY ITEM COLLECTION SERVICE**

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

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

890 Contractor shall assist Owners and property managers of Multi-Family Residential
891 Complexes with scheduling events to effectively and efficiently provide the volume of
892 Collection service to which the complex is entitled annually based on the number of
893 Residential Premises at the complex. The provision of On-Call Collection of Bulky
894 Items is not intended to encourage or permit Multi-Family Residential Premises to

895 reduce the level of regularly scheduled Solid Waste Collection service that has been
896 previously provided to the complex. If Contractor, in its reasonable business
897 judgment, concludes that an Owner or property manager of a Multi-Family Residential
898 Complex is requesting On-Call Bulky Item Collection in order to reduce its historical
899 level of regular Solid Waste Collection service, Contractor may present a factual
900 report to Agency in support of an application to decline further requests for On-Call
901 Bulky Item Collection events at that complex for the remainder of the calendar year.
902 Within thirty (30) Days, Agency will review the application and report and determine
903 whether Contractor may decline all subsequent requests from that complex for that
904 calendar year or may limit the number of On-Call Bulky Item Collection events it must
905 provide. Until Agency makes, and notifies Contractor of, its determination, Contractor
906 is not required to provide additional On-Call Bulky Item Collection service events to
907 the complex in question.

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

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

- 921 1. Solid Waste, Targeted Recyclable Materials, Organic Materials – Up to two (2)
922 cubic yards of materials per event, provided that such materials, except as set
923 forth below have been bagged, boxed, bundled, or containerized by the
924 Customer.
- 925 2. The Customer may place up to three (3) large items from the categories below:
- 926 a. Major Appliances – One (1) large appliance per event (e.g., washing
927 machine, clothes dryer, refrigerator, freezer).
- 928 b. Bulky Items – One (1) large Bulky Item per event (e.g., reusable furniture,
929 mattresses, four tires).
- 930 c. E-Scrap – One (1) item per event (e.g., a computer, computer monitor, or
931 television).

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

- 941 E. **Recycling and Reuse.** Contractor shall Collect materials in a manner that
942 maximizes reuse, Recycling, composting, and diversion of materials from Disposal.
943 Contractor shall make reasonable efforts to ensure that diversion goals are met or
944 exceeded. Disposal of materials shall be the Contractor's last option. At a minimum,
945 Contractor shall divert from Disposal: cardboard, E-Scrap, useable furniture, Major
946 Appliances, mattresses, Organic Materials, wood waste, and other reusable or
947 Recyclable Materials.
- 948 F. **Handling Major Appliances.** Major Appliances, Universal Waste, and E-Scrap shall
949 be reused, Recycled, or Disposed by Contractor in accordance with requirements of
950 Applicable Law. Any changes to such regulations made after January 1, 2011 shall
951 be addressed as though they are a Change in Law in accordance with Section 11.05.
- 952 G. **Collection and Processing Methods.** All materials that can be handled by the SFD
953 Single-Stream Recycling, Organic Materials, or Solid Waste route Collection vehicle
954 would be assigned to one of these vehicles for Collection, with the goal of maximizing
955 diversion. All Collection of Bulky Items will be assigned for Collection by a Collection
956 vehicle, and the driver will segregate items Collected according to their suitability for:
957 (1) reuse or Recycling, and (2) Disposal, prior to their transport to Shoreway
958 Recycling and Disposal Center for processing. Any remaining items will be Collected
959 by a dispatched Collection vehicle. Contractor shall utilize these procedures and
960 vehicles in a manner that provides the maximum diversion of the material Collected
961 from the On-Call Bulky Item Collection Service event.
- 962 H. **Maximum Number of Daily Events.** Contractor shall schedule up to a maximum of
963 one hundred fifty (150) On-Call Curbside Bulky Item Collection Service events per
964 service day for the SBWMA Service Area ("daily limit"). The maximum number of
965 daily events includes On-Call Bulky Item Collection Service events provided to both
966 Single-Family and Multi-Family Residential Complexes, and those events provided at
967 no charge and events paid for by the Customer, Owner, or property manager.
968 Contractor shall schedule On-Call Curbside Bulky Item Collection Service events no
969 more than ten (10) Business Days after the Owner's or Occupant's request up to the
970 maximum number of daily events. Upon reaching the maximum number of daily
971 events, requested On-Call Curbside Bulky Item Collection Service event shall be
972 scheduled on the next available regularly scheduled Solid Waste Collection Day.
- 973 SBWMA may adopt an allocation system for On-Call Bulky Item Collection Service
974 events, in order to allocate the "daily limit" for such events among Member Agencies.
975 If adopted, Contractor shall comply with the allocation system.
- 976 The Agency agrees not to assess Liquidated Damages if Contractor does not meet
977 the ten (10) Business Day requirement if the delay has resulted from (i) the volume
978 of On-Call Bulky Item Collection events being in excess of the "daily limit" for the
979 SBWMA Service Area or Agency, or (ii) the Customer's request to schedule the event
980 on a date more than ten (10) Business Days in the future.
- 981 Contractor shall notify the SBWMA and Agency when the daily average number of
982 events reaches one hundred and forty (140) events, where the daily average is
983 calculated on a weekly basis. When this threshold occurs, Parties shall meet and
984 confer to agree on a strategy for handling the volume of Bulky Item Collection Service
985 events.

986 **5.06 AGENCY FACILITY ON-CALL BULKY ITEM COLLECTION SERVICE**

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

994 **A. Frequency of Service**

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

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

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

- 999 1. Solid Waste – Contractor shall provide a six (6) cubic yard or smaller Bin upon
1000 request.
- 1001 2. Recyclable Materials, Organic Materials – Up to two (2) cubic yards of materials
1002 per event, provided that such materials, except as set forth below have been
1003 bagged, boxed, bundled, or containerized by the Customer.
- 1004 3. The Agency may place up to three (3) large items from the categories below:
 - 1005 a. Major Appliances – One (1) large appliance per event (e.g., washing
1006 machine, clothes dryer, refrigerator, freezer).
 - 1007 b. Bulky Items – One (1) large Bulky Item per event (e.g., reusable furniture,
1008 mattresses, four tires).
 - 1009 c. E-Scrap – One (1) item per event (e.g., a computer, computer monitor, or
1010 television).

1011 Contractor shall reject: liquids or sludge; dirt, rock, concrete, or asphalt; materials
1012 which exceed five (5) feet in length; commercial-sized refrigerators or freezers;
1013 Construction and Demolition Debris; Hazardous Waste; or, Infectious Waste.
1014 Contractor may reject any individual item that weighs more than two-hundred (200)
1015 pounds (excluding Major Appliances) unless Customer has paid, or has agreed in
1016 advance to pay an additional fee for service at Agency-approved Charges specified
1017 in Attachment Q, and Contractor may reject un-containerized Discarded Materials
1018 with the exception of Major Appliances, Bulky Items, E-Scrap, and large pieces of
1019 Organic Material such as tree limbs and dimensional lumber.

1020 **5.07 CONFIDENTIAL DOCUMENT DESTRUCTION SERVICE EVENT**

1021 The SBWMA will take the lead in scheduling one confidential document destruction
1022 service event for each Member Agency annually at no additional cost to Agency or
1023 Customers. The SBWMA will hire and pay for a third party document destruction service
1024 provider to service the event. The document destruction service provider shall provide
1025 adequate equipment and staffing necessary for the event and shall ensure full destruction
1026 of confidential documents and other materials delivered by Customers to the site of the
1027 event. Contractor shall reimburse the SBWMA for the cost of one confidential document
1028 destruction event per Member Agency per year, up to maximum of one thousand two

1029 hundred dollars (\$1,200.00) per event, but otherwise shall have no involvement with the
1030 event. The cost reimbursement amount shall be adjusted annually commencing with Rate
1031 Year Twelve (2022) by one hundred percent (100%) of the Annual Index Change in CPI-
1032 U, as defined in Attachment K.

1033 **5.08 COLLECTION FOR LARGE VENUES AND COMMUNITY EVENTS**

1034 Contractor shall provide Collection services, upon request, to any Venue and Community
1035 Event within Service Area. Specifically, Contractor shall provide, at a minimum, Solid
1036 Waste and Targeted Recyclable Materials Collection services, and shall also provide
1037 Organic Materials Collection services if one (1) cubic yard or more of Organic Material is
1038 generated per day at the Venue or Community Event. Contractor shall provide Collection
1039 as frequently as requested by the Agency or the Community Event organizer. Contractor
1040 shall provide an adequate number and type of Collection Container(s) for the Venue or
1041 Community Event and shall coordinate its Collection services with Agency or Community
1042 Event organizer. Containers shall be appropriately labeled to collect Solid Waste,
1043 Recyclable Materials, or Organic Material, per the requirements specified by the SBWMA.
1044 Upon request of the Agency or the Community Event organizer, Contractor shall provide
1045 an adequate number of its employee(s) for each Community Event to ensure all Solid
1046 Waste, Recyclable Materials, and Organic Materials Collection locations (i.e., Containers
1047 that are placed on-site for use by event patrons) are kept clean and uncontaminated; to
1048 empty or exchange Containers as the need arises; and to respond to overages or spills.

1049 Within ten (10) Business Days of Contractor receiving a request to supply an Community
1050 Event with Solid Waste, Targeted Recyclable Materials, and Organic Materials Collection
1051 services, the Contractor will either meet with or schedule a meeting with the Community
1052 Event organizer to discuss the Community Event's parameters, including location, number
1053 of people attending, type of Community Event, type of food being provided, and other
1054 related issues. Once parameters of the Community Event are determined, proper
1055 Containers will be provided by Contractor, with emphasis on Recycling and diversion of
1056 the materials generated.

1057 Contractor shall also supply and staff an information booth at each Venue and Community
1058 Event, upon request from Agency. In addition, Contractor shall prepare and distribute
1059 information to the public at Venues and Community Events describing the Collection
1060 options available at the Venue or Community Event and promoting Recycling programs in
1061 the Agency, upon request from Agency. All information prepared for distribution to Venues
1062 and Community Events shall be approved by Agency prior to distribution. The Contractor
1063 shall report the Tonnage of material Collected at each Venue and Community Event to the
1064 Agency and, upon Agency request, to the Community Event organizer.

1065 For Venues and Community Events, which are required to comply with the Large Venues
1066 and Events Recycling Law, codified at Public Resources Code Section 42648 et seq.,
1067 Contractor shall assist the Venue or Community Event organizer in preparing a Recycling
1068 plan and reporting all information required by those provisions of the law. Contractor shall
1069 be required to provide, at a minimum, the following information for each Venue or
1070 Community Event:

- 1071 1. List of qualifying large Venues and Community Events in Service Area.
- 1072 2. Physical and mailing address.
- 1073 3. Contact name, address, phone number, and email address.

- 1074 4. Type of Venue or Community Event (e.g., museum, concert, sporting event).
- 1075 5. Status of the Venue or Community Event written waste diversion/Recycling plan.
- 1076 6. A description of the extent in which the plan has been implemented.
- 1077 7. Service level provided (i.e., Solid Waste, Recyclable Materials, and Organic
- 1078 Materials).
- 1079 8. Tons disposed and diverted, by material type.
- 1080 9. Description of the scope and types of diversion programs provided.
- 1081 10. Other information required by law.

1082 Contractor shall provide the Collection services required by this Section for the Agency-
 1083 sponsored Venues and Community Events listed on Attachment C, at no charge to the
 1084 Agency or the Community Event organizer. A preliminary list of Agency-sponsored
 1085 Venues and Community Events is provided in Attachment C. Agency may add additional
 1086 events to those listed in Attachment C or modify this list if events change during the Term
 1087 and shall make such modifications as part of the Three-Year Public Education Plan (in
 1088 accordance with Section 7.03.B). If the number of events listed in Attachment C increases
 1089 during the Term above the number on the preliminary list on Attachment C, Contractor
 1090 shall be entitled to receive compensation for the number of additional events provided
 1091 service each Rate Year based on the Charges for additional events specified in
 1092 Attachment Q. For other Venues and Community Events, Contractor may bill the Venue
 1093 or Community Event organizer at the Agency-approved Charges for comparable On-Call
 1094 Commercial Solid Waste and Organic Materials Collection Service. Recyclable Materials
 1095 Collection service shall be provided at no additional cost to Community Events that
 1096 subscribe to Solid Waste or Organic Materials Collection service.

1097 **5.09 ABANDONED WASTE CLEANUP COLLECTION SERVICE**

1098 A. **General.** Contractor shall provide abandoned waste cleanup Collection service to
 1099 Agency as provided herein. Contractor shall schedule up to a maximum of thirty (30)
 1100 abandoned waste Collection events per service day for the SBWMA Service Area.
 1101 Contractor shall make every effort to collect abandoned waste within one (1) Business
 1102 Day of being notified by Agency, SBWMA, Customer, or Contractor's vehicle drivers
 1103 and route supervisors of the occurrence of abandoned waste or illegal dumping. Upon
 1104 reaching the maximum thirty (30) events, Collection of abandoned waste event shall
 1105 be scheduled and performed by Contractor on the next available service day. This
 1106 service shall require Contractor to Collect abandoned or illegally dumped Solid
 1107 Waste, Recyclable Materials, and Organic Materials. This service does not include
 1108 Collection of litter or litter abatement activities.

1109 Contractor shall notify the SBWMA and Agency when the daily average number of
 1110 events reaches twenty-five (25) events, where the daily average is calculated on a
 1111 weekly basis. When this threshold occurs, Parties shall meet and confer to agree on
 1112 a strategy for handling the volume of abandoned waste Collection events.

1113 B. **Materials to be Collected.** Contractor shall only be required to Collect abandoned
 1114 waste materials of the types that Contractor is required to Collect under the On-Call
 1115 Bulky Item Collection program, as specified in Section 5.05.D. Abandoned waste
 1116 shall only be Collected by Contractor in public right of ways, and Contractor shall not

- 1117 be responsible for any Collection of abandoned waste materials that are on private
1118 properties or easements where ownership of properties are in question or shared.
- 1119 C. **Collection Protocols.** For abandoned Recyclable Materials, Organic Materials, and
1120 Solid Waste, Contractor shall dispatch its regular route drivers to provide Collection
1121 service. For Bulky Items, Contractor shall dispatch a Collection vehicle capable of
1122 Collecting the Bulky Items to provide the Collection service. For other items including,
1123 but not limited to, Hazardous Waste, Household Hazardous Waste, and Sharps,
1124 Contractor shall promptly notify Agency.
- 1125 D. **Processing.** All abandoned or illegally dumped materials Collected by Contractor
1126 shall be transported to Shoreway Recycling and Disposal Center for processing, with
1127 the exception of scrap metal, and all related diversion statistics shall be included in
1128 the appropriate reports to the Agency for all materials Collected. Contractor shall be
1129 allowed to transport scrap metal directly to a licensed scrap metal recycler.
1130 Contractor shall, to the greatest extent possible, deliver all reusable non-metal
1131 abandoned waste items to organizations such as Society of St. Vincent de Paul and
1132 Goodwill Industries, or other organizations as directed by Agency.
- 1133 E. **Agency-Specific Reporting.** The Agency may request Contractor to interface with
1134 an Agency-specific web-based application for reporting completion of abandoned
1135 waste collections. In such case, Agency shall compensate Contractor on an annual
1136 basis for this additional effort at a rate to be mutually agreed by Agency and
1137 Contractor.

1138 **5.10 COATS FOR KIDS PROGRAM**

1139 If requested by Agency, Contractor shall implement a “Coats for Kids Program” annually
1140 at no additional cost to Customers and shall not bill Agency for such services. The program
1141 shall consist of Contractor’s drivers Collecting coats from Customers on their route over a
1142 one (1) to two (2) week period during the fall, as well as from Collection Containers placed
1143 by Contractor in various public locations specified by Agency, such as libraries, City Hall,
1144 and businesses. The coats collected through this program will be sorted and laundered
1145 by Contractor, and arrangements made by Contractor for distribution to a local non-profit
1146 organization, such as the Family Services Agency. Prior to the implementation of the
1147 program, Contractor shall present a detailed program plan to Agency for review and
1148 approval. All related diversion statistics shall be included in the appropriate reports to the
1149 Agency. Annually, no later than sixty (60) Days prior to the start of the program, Contractor
1150 shall notice Agency regarding the program start and end date.

1151
1152 The general scope of outreach that shall be conducted in order to properly promote the
1153 program shall include, but not be limited to promotion on websites, and distribution of
1154 media such as flyers and press releases.

1155 **5.11 COMPOST GIVE-AWAY**

1156 Contractor shall coordinate with the Agency to host “Bring Your Own Bucket” (BYOB)
1157 giveaway of compost to residents. Contractor shall take the lead in organizing the delivery
1158 of compost by Operator to either Shoreway Environmental Center (if Contractor is
1159 delivering compost in a Drop Box) or directly to the event (by Operator). The BYOB
1160 compost giveaway shall provide residents with free compost to enrich their gardens while
1161 also educating residents on the benefits of home composting. If included in the Three-
1162 Year Public Education Plan as a requirement, Contractor representatives shall be on hand

1163 to distribute Recycling guides and other educational material promoting waste reduction
1164 and Recycling. Contractor is required to deliver to Agency thirty (30) cubic yards of
1165 compost annually in one (1) or two (2) deliveries for the BYOB events and/or for use at
1166 Agency facilities and shall not bill Agency for such services. Agency shall schedule events
1167 as far in advance as possible. Contractor can only schedule up to four (4) events in any
1168 weekend and lead-time is needed to ensure adequate promotion of the event. The
1169 SBWMA will take the lead promoting the BYOB events. If Agency requests delivery of
1170 more than thirty (30) cubic yards of compost annually, Contractor shall provide the delivery
1171 and bill Agency the Charge specified in Attachment Q or Contractor shall be entitled to an
1172 increase in Contractor's Compensation for the Rate Year that the compost is delivered to
1173 Agency based on the Charge specified in Attachment Q.

1174 **5.12 RESERVED**

1175 **5.13 COMMUNITY DROP-OFF EVENTS**

1176 Upon request by Agency, Contractor shall hold drop-off events at a location selected by
1177 the Agency to allow Residential Customers to drop off acceptable materials. Acceptable
1178 materials, which shall be determined by the Agency, may include one or more of the
1179 following: E-Scrap, Universal Waste, Recyclable Materials, Organic Materials, and Solid
1180 Waste.

1181 A. General Requirements. Contractor shall promote, manage, staff, and operate drop-
1182 off event(s) for Residential Customers scheduled for one (1) weekend Day (i.e.,
1183 Saturday or Sunday) or two (2) consecutive weekend Days upon request from
1184 Agency.

1185 The Agency shall approve the date of the drop-off event and all advertisements or
1186 public announcements related to such event. Contractor shall promote the event by
1187 preparing Billing inserts to be included in each Customer's Bill and by advertising in
1188 a minimum of two local area newspapers as approved by the Agency.

1189 Contractor shall manage, staff, and supervise the event. Contractor shall provide
1190 traffic control and signage; inspect materials delivered to the event; separate
1191 materials; document each material type and quantity; transport Collected materials
1192 to reuse, processing, or Disposal locations; and clean up the location at the end of
1193 the event.

1194 Contractor shall not charge Customers delivering materials to the event.

1195 B. Accepted Materials. Customers may deliver and Contractor shall accept Major
1196 Appliances, Bulky Items, Source Separated Targeted Recyclable Materials, Source
1197 Separated Organic Materials, tires (i.e., four (4) per Customer, removed from rims,
1198 no commercial tires), clean unpainted wood, Construction and Demolition Debris,
1199 Universal Waste, E-Scrap, and Solid Waste. Contractor shall be allowed to reject:
1200 liquids or sludge; cement; dirt; asphalt; concrete; Hazardous Waste; or Infectious
1201 Waste. Contractor shall not establish a limit on the volume or weight of materials that
1202 a Customer may bring for Collection.

1203 C. Participants. Contractor shall verify Residents live in the Agency by reviewing a
1204 driver's license or utility bill.

1205 D. Event Hours. Contractor shall accept materials from Residential Customers over one
1206 (1) weekend Day (i.e., Saturday or Sunday) or two (2) consecutive weekend Days
1207 from 8:00 a.m. to 5:00 p.m.

- 1208 E. Recycling and Reuse. Contractor shall Collect materials in a manner that maximizes
1209 reuse, Recycling, composting, and diversion of materials from Disposal. Contractor
1210 shall make reasonable efforts to ensure that diversion goals are met or exceeded.
1211 Contractor shall separate Recyclable Materials and Organic Materials and transport
1212 such materials to the Designated Transfer and Processing Facility or an alternative
1213 processing site with advance authorization from Agency. Contractor shall coordinate
1214 with re-use vendor(s) to have a representative present at the drop-off event to accept
1215 donated clothes or other reusable items. Disposal of materials shall be the
1216 Contractor's last option.
- 1217 F. Handling Major Appliances. Major Appliances shall be reused, Recycled, or
1218 Disposed by Contractor in accordance with requirements of Applicable Law. Any
1219 changes to such regulations made after January 1, 2011 shall be addressed as
1220 though they are a Change in Law in accordance with Section 11.05.
- 1221 G. Scheduling Community Drop-Off Events. Upon request from Agency, Contractor
1222 shall promote, manage, staff, and operate community drop-off events described in
1223 this Section. If Agency exercises such right, it shall provide written notice to
1224 Contractor at least three (3) months before the first day of the requested drop-off
1225 event. Agency shall compensate Contractor for such service based on Contractor's
1226 Charge specified in Attachment Q.
- 1227 H. Confidential Document Destruction Service. If requested by Agency, Contractor shall
1228 provide confidential document destruction service at the drop off event(s). Contractor
1229 shall provide adequate equipment and staffing necessary for the event and shall
1230 ensure full destruction of confidential documents and other materials delivered by
1231 Customers at the site of the event. This service shall be provided by Contractor at
1232 no additional cost to Customers and shall not bill Agency for such services.

1233 **5.14 MIXED USE BUILDINGS**

- 1234 A. **General.** Contractor shall provide Solid Waste, Targeted Recyclable Materials, and
1235 Organic Materials Collection services to Mixed Use Building Customers in
1236 accordance with the requirements for provision of these services to Commercial
1237 Customers pursuant to Sections 5.02.C, 5.03.D, and 5.04.C. Contractor shall work
1238 cooperatively with the Owner or property manager of the Mixed Use Building to agree
1239 on the type and size of Containers to be provided and whether or not the Commercial
1240 and Residential portions of the Mixed Use Building will share service or have
1241 designated Containers for Collection.
- 1242 B. **Service Capacity.** For the Residential Premises of the Mixed Use Buildings,
1243 Contractor shall provide no less than ninety-six (96) gallons per week of Solid Waste
1244 Container capacity for every five (5) Residential dwelling units. At a minimum,
1245 Contractor shall provide twenty (20) gallons per week of Container capacity for
1246 Single-Stream Targeted Recyclable Materials Collection for every Residential
1247 dwelling at the Mixed Use Building.
- 1248 C. **Recycling Tote Bags.** Contractor shall provide the Residential Premises units of the
1249 Mixed Use Building with Recycling Tote Bags in accordance with the Multi-Family
1250 Recycling Tote Bags requirements pursuant to Section 5.03.C.2.
- 1251 D. **Household Battery and Cell Phone Collection.** Contractor shall provide the
1252 Residential Premises of the Mixed Use Building with Household Battery and Cell

- 1253 Phone Collection in accordance with the Multi-Family Household Battery and Cell
1254 Phone Collection service requirements pursuant to Section 5.03.C.3.
- 1255 E. **Bulky Item Collection.** Contractor shall provide the Residential Premises of the
1256 Mixed Use Building with two (2) annual On-Call Bulky Item Collection Service events
1257 per Mixed Use Building in accordance with the Multi-Family On-Call Bulky Item
1258 Collection service requirements pursuant to Section 5.05. Such service must be
1259 requested by the Owner or property manager.
- 1260 F. **Recycling Promotion.** Contractor shall provide the Residential Premises of the
1261 Mixed Use Building with the Recycling promotion services that are provided to Multi-
1262 Family Dwellings under Section 7.05, and shall provide the Commercial units of the
1263 Mixed Use Building with the Recycling promotion services that are provided to
1264 Commercial Premises under Section 7.04.
- 1265 G. **Holiday Tree Collection.** Contractor shall provide Holiday Tree Collection Service
1266 to Residential Premises of the Mixed Use Building in accordance with the Multi-
1267 Family Holiday Tree Collection Service requirements in Section 5.04.E.
- 1268 H. **Other**
- 1269 1. Conflict. The Parties acknowledge that Mixed Use Building is a new category
1270 and that Mixed Use Buildings may be coded in Contractor's software system as
1271 Multi-Family Residential Complexes, as Commercial Customers, or (in the event
1272 of separate accounts for the Residential and Commercial parts of the Premises)
1273 as both. In the event of any conflict between the provisions of this Agreement
1274 relating to Mixed Use Buildings, on the one hand, and those relating to Multi-
1275 Family Residential Complexes or Commercial Premises, on the other hand, the
1276 provisions relating to Mixed Use Buildings shall govern.
- 1277 2. Customer Database. Contractor shall use good faith efforts, within the
1278 constraints of its existing software system and cost structure, to develop a
1279 method for coding Mixed Use Buildings in the Contractor's customer service and
1280 routing databases to allow for various reports to be generated for Mixed Use
1281 Buildings. The approach to coding the Mixed Use Buildings, and implementation
1282 thereof, shall be reviewed and approved by the SBWMA on or before the
1283 Commencement Date.
- 1284 3. Collection Vehicles. At its option, Contractor may provide Collection service to
1285 Mixed Use Buildings using its Single-Family or Commercial Collection vehicles.
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ARTICLE 6 TRANSPORTATION

1290 **6.01 TRANSPORTATION OF COLLECTED MATERIALS**

1291 Contractor shall transport and deliver all Solid Waste, Source Separated Targeted
1292 Recyclable Materials, Used Motor Oil, Used Motor Oil Filters, Household Batteries, Cell
1293 Phones, Bulky Items, Abandoned Waste, and Organic Materials Collected under this
1294 Agreement to the Designated Transfer and Processing Facility. Once Collected materials
1295 are deposited by Contractor at the Designated Transfer and Processing Facility, such
1296 materials shall become the property of SBWMA or Operator. The Contractor is not
1297 responsible for providing processing services except as provided in Section 6.04.

1298 **6.02 LIMITATIONS ON CONTAMINATION**

1299 A. **General.** The Agency is required by the Act and other State legislation/regulations
1300 (such as, but not limited to, AB 341, AB 1594, AB 1826, SB 1061, and SB 1383) and
1301 its implementing regulations to divert a substantial portion of Solid Waste generated
1302 by residents, businesses, and institutions within its Service Area from Disposal at a
1303 landfill. In order to accomplish this, the Agency, through the SBWMA, has made a
1304 major investment in new recycling equipment and facilities at Shoreway Recycling
1305 and Disposal Center. In order for that equipment to operate efficiently, the amount of
1306 Contamination in loads of Recyclable Materials, Organic Materials, and Plant
1307 Materials delivered to Shoreway Recycling and Disposal Center must be limited to
1308 specific levels. Moreover, higher levels of Contamination can make processed
1309 Recyclable Materials unmarketable or substantially reduce the price that purchasers
1310 are willing to pay. The cost that the SBWMA must charge users of Shoreway
1311 Recycling and Disposal Center (including Agency) is directly affected by the amount
1312 of revenue generated by sales of Recyclable Materials processed by its Operator.
1313 Therefore, for both environmental and financial reasons, it is important that Contractor
1314 place a high priority on ensuring that Contamination in loads of Recyclable Materials,
1315 Plant Materials, and Organic Materials delivered to Shoreway Recycling and Disposal
1316 Center is minimized. Contractor shall work collaboratively with Agency and SBWMA
1317 to accomplish this and will implement the specific measures described in this Section
1318 and Section 6.03.

1319 B. **Contamination Levels.** The maximum Contamination Levels for each category of
1320 Recyclable Materials, Plant Materials, and Organic Materials are specified in Table
1321 1.

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

1322 If two (2) or more loads from the same route are brought to Shoreway Recycling and
1323 Disposal Center in a given month with Contamination Levels greater than those
1324 specified in Table 1, Contractor shall visually inspect materials at the point of
1325 Collection on that route to identify the source of the Contamination. If the source can
1326 be identified, Contractor shall follow up with the Customer(s) that need further
1327 assistance to reduce Contamination and to resolve the Contamination issue. At any
1328 time, the SBWMA may request for the sampling of a load of materials.

1329 C. **Inspecting for Excessive Contamination in Single Loads**

1330 The Operator will inspect loads of materials delivered to Shoreway Recycling and
1331 Disposal Center. The Operator may set aside for sampling a load of material that
1332 appears to exceed the Contamination Levels in Table 1.

1333 When setting aside a load for sampling, the Operator will document the truck number,
1334 the date and time of delivery, and will take a photograph of the load. The methodology
1335 for sampling of single loads is set forth in Attachment E.

1336 If an entire load is sorted to determine Contamination, as contemplated by
1337 subsections D and E below, then Contractor or its representative shall have the right
1338 to be present at, observe, and photograph and video all aspects of the sort.

1339 D. **Supplemental Processing Fee for Excessive Contamination in Salvageable**
1340 **Single Loads**

1341 If a load of materials is determined based on (1) sorting of the entire load, or (2)
1342 sample testing pursuant to Section 6.02.C to contain Contamination in excess of the
1343 levels specified in Table 1, but is determined by the SBWMA to be salvageable,
1344 Contractor shall be required to pay SBWMA a supplemental processing fee of \$25.00
1345 per Ton for the load.

1346 The supplemental processing fees shall be adjusted annually by the Annual Index
1347 Change in CPI-U in the same manner described in Attachment K.

1348 E. **Payment of Transfer, Transportation, and Disposal of Unsalvageable Single**
1349 **Loads**

1350 If a load of materials is determined based on (1) sorting of the entire load, or (2)
1351 sample testing pursuant to Section 6.02.C to contain Contamination in excess of
1352 the levels specified in Table 1, and is determined by SBWMA to be unsalvageable,
1353 Contractor shall reimburse SBWMA for the cost of transfer, transportation, and
1354 Disposal of the load, which shall be calculated as the weight of the load multiplied
1355 by the then-current per-Ton fee for transfer, transport, and Disposal pursuant to the
1356 agreement between the SBWMA and Operator.

1357 **6.03 CONTRACTOR METHODS OF CONTROLLING CONTAMINATION**

1358 A. **General.** Contractor shall assist in controlling Contamination Levels by helping to
1359 educate Customers on acceptable and non-acceptable materials, by monitoring the
1360 contents of Collection Containers and by refusing to Collect Containers of Targeted
1361 Recyclable Materials, Plant Materials, and Organic Materials that appear to exceed
1362 the maximum Contamination Levels in Section 6.02 Table 1, all as and to the extent
1363 set forth in this Section 6.03.

1364 Drivers that dismount from Collection vehicles in order to empty Containers shall lift
1365 the Container lid and observe the contents. If Contamination appears to be present

1366 in excess of the applicable maximum Contamination Level, the driver will not empty
1367 the Container, but will instead affix a “non-collection notice.” The non-collection
1368 notice shall (i) inform the Customer of the reason(s) for non-collection, (ii) include the
1369 date and time the notice was left, and (iii) describe the premium Charge to Customer
1370 for Contractor to return and Collect the Container after Customer removes the
1371 Contamination. The driver shall document the non-collection event and a customer
1372 service representative shall update the Customer’s computerized account record to
1373 note the event. Upon request from Customer, Contractor shall Collect Containers
1374 that received non-collection notices within one (1) Business Day of Customer’s
1375 request if the request is made at least two (2) Business Days prior to the regularly
1376 scheduled Collection Day. Contractor shall bill Customer for the extra Collection
1377 service event (“extra pick-up”) at Agency-approved Charges specified in Attachment
1378 Q only if Contractor notifies Customer of the premium Charge for this service at the
1379 time the request is made by Customer.

1380 Drivers providing automated Collection service shall observe, via the hopper video
1381 camera and monitor system, the contents of the Containers as it is being emptied into
1382 the vehicle. If the driver observes Contamination in excess of the applicable
1383 maximum Contamination Level, the driver shall affix a “courtesy notice” to the emptied
1384 Container. The courtesy notice shall (i) inform the Customer of the observed presence
1385 of unacceptable levels of Contamination, (ii) include the date and time the notice was
1386 left, (iii) describe the premium charge to Customer for Contractor to return and Collect
1387 Contaminated Containers after Customer removes the Contamination. The next day
1388 on which that Customer is to receive service, the driver shall dismount the Collection
1389 vehicle, lift the lid of the Container, and visually inspect the contents. If the driver
1390 determines that the Container again contains excess Contamination, the Container
1391 shall not be Collected. Instead, the driver will record the non-collection event in the
1392 on-board computer system and shall affix a non-collection notice to the Container.

1393 If a driver observes Hazardous Materials in an uncollected Container, the driver shall
1394 record that observation in the on-board computer system and also inform the route
1395 supervisor. The route supervisor shall investigate and initiate applicable action within
1396 one (1) Business Day.

1397 Whenever a Container at a Commercial or a Multi-Family Dwelling Complex
1398 Customer is not Collected, Contractor shall contact the Customer on the scheduled
1399 Collection Day by telephone to explain why the Container was not Collected.
1400 Whenever a Container is not Collected because of excess Contamination, a customer
1401 service representative shall contact the Customer to discuss, and encourage the
1402 Customer to adopt, proper materials-preparation and separation procedures.

1403 B. **Periodic Route Audits.** Contractor shall conduct a route audit of any route from
1404 which two (2) or more loads are found to exceed the applicable maximum
1405 Contamination Levels set forth in Section 6.02 Table 1 during any thirty (30) day
1406 period, as well as any other route whose loads consistently exceed the maximum
1407 Contamination Levels.

1408 When a route is identified as requiring a route audit, Contractor will provide a route
1409 auditor to precede the Collection vehicle and physically examine the contents of each
1410 Container or Cart prior to emptying. The route auditor shall affix non-collection
1411 notices to at least ninety percent (90%) of all Containers that contain Contamination
1412 in excess of applicable maximum Contamination Levels.

1413 Contractor shall submit a monthly route audit report within five (5) Business Days
1414 after the end of each route audit that has been conducted during the previous month.
1415 The report shall describe in detail Contractor's conduct of the audit, as well as the
1416 public education and outreach activities that it employed to encourage and facilitate
1417 changes in Customer behavior that will reduce Customers discarding Contamination
1418 in Containers designated for Recyclable Materials or Organic Materials.

1419 The audit of a route shall continue for a period of four (4) consecutive weeks after the
1420 route has been identified as requiring an audit under the first paragraph of this Section
1421 6.03.B.

1422 **6.04 PROCESSING OF OTHER MATERIALS**

1423 Upon request by Agency, and with the prior approval of SBWMA, the Contractor shall be
1424 responsible for, or shall arrange for, processing, Recycling, and/or reuse of Bulky Items,
1425 Major Appliances, and Specialty Recyclable or Reusable Materials (excluding
1426 Construction and Demolition Debris) Collected pursuant to this Agreement. If Agency
1427 determines a need for processing of other materials, changes can be made as described
1428 in Section 15.12.

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ARTICLE 7 OTHER SERVICES

1431 **7.01 CUSTOMER BILLING**

1432 A. **Billing.** Contractor shall prepare and mail Bills for services provided to Customers
1433 by Contractor and shall collect Customer payments.

1434 1. Frequency. Contractor shall Bill Single-Family Customers quarterly in amounts
1435 equal to the Agency-approved Rates and Charges for service for a three (3)
1436 month period (i.e., using a quarterly format), unless the Agency requests a more
1437 frequent Billing interval in which case the Contractor shall be entitled to a
1438 reasonable adjustment in its compensation related to the additional costs for the
1439 Agency-directed change in Billing frequency. Contractor shall issue Single-
1440 Family Residential Bills three (3) months in advance in a manner such that one-
1441 third (1/3) of SFD Customers are Billed each month. Contractor shall bill Multi-
1442 Family Dwelling and Commercial Customers monthly in arrears in the amount
1443 equal to Customers' subscribed Rates and Charges for service for a one (1)
1444 month period.

1445 2. Automated Billing and Payment. In an effort to reduce paper waste, Contractor
1446 shall make available to all Customers an automated Billing and payment system.
1447 This system should be website-based and allow Customers to view and pay Bills
1448 through Contractor's website. Through the Contractor's website, Customers
1449 may request to cease paper Billing and receive all Bills through e-mail and/or
1450 Contractor's website. Contractor shall ensure that the electronic Billing and
1451 payment website conforms to industry-standard practices for electronic
1452 commerce security. However, Contractor shall ensure that these Customers are
1453 compiled in a list to ensure that Billing inserts are mailed directly.

1454 3. Bill Format. Contractor shall Bill Customers using a Bill format (i.e., post-card
1455 Billing format or conventional envelope/insert) approved by the Agency, if
1456 Customer does not opt-out by requesting use of the automated Billing and
1457 payment system. Contractor shall promote the website-based Billing and
1458 payment system on all paper Bills sent to Customers. Agency shall have the
1459 right to revise the Billing format (e.g., size, font, frequency, etc.) and to itemize
1460 certain charges and to review the Billing procedures. Contractor shall be
1461 compensated for any cost increases that result from the Agency-directed change
1462 to the Billing format.

1463 4. Records. Contractor shall maintain, for inspection by the Agency, copies of
1464 Customer Billings and receipts, in chronological order, for a period of five (5)
1465 years after the date of service. Contractor shall maintain those records in
1466 electronic format. SBWMA and Agency staff or representatives shall be given
1467 access to such records upon one (1) Business Day notice.

1468 Agency shall be allowed to access and review Contractor's Billing systems on
1469 an appointment basis and such access shall not be unreasonably withheld by
1470 Contractor.

- 1471 5. Rates. Agency shall establish, by resolution or ordinance, Rates for the types of
1472 service provided as described in Section 11.07 or elsewhere in this Agreement.
1473 Contractor shall Bill and collect at those Agency-approved Rates.
- 1474 6. Service Stops. Contractor shall allow Customers to suspend service and Billings
1475 when the Premises are unoccupied. Single-Family Residential Customers may
1476 suspend service for a minimum of one (1) Service Day on a maximum of three
1477 (3) occasions each Rate Year. Commercial Customers may suspend service for
1478 a minimum of two (2) Service Days on a maximum of six (6) occasions each Rate
1479 Year. Multi-Family Customers may not suspend service without prior written
1480 approval from Agency. The Billings for both Residential and Commercial
1481 Customers shall be prorated by Contractor in accordance with Customer's
1482 requests to suspend service.
- 1483 B. **Delinquent Payment**. Residential Customers shall be considered delinquent sixty
1484 (60) Days after start of the quarter in which the services are provided, and Multi-
1485 Family Dwelling and Commercial Customers shall be considered delinquent thirty
1486 (30) Days after payment is due. Contractor shall address the issue of delinquent
1487 payment as specified in Attachment H.
- 1488 C. **Local Office**. Contractor shall maintain a local office in the Shoreway Environmental
1489 Center, located at 225 Shoreway Road, San Carlos, California, for acceptance of in-
1490 person payment of bills. If office space at Shoreway Environmental Center becomes
1491 unavailable for the Contractor's use, Contractor shall establish a local office in the
1492 SBWMA Service Area. Such a change shall be considered an Agency-directed
1493 change in scope and handled in accordance with provisions in Section 15.12. At the
1494 local office, Contractor shall accept as payment personal checks, money orders,
1495 cashiers' checks, and credit cards. The local office shall be open for business from
1496 8:00 a.m. until 5:00 p.m. Monday through Friday, exclusive of Holidays specified in
1497 Attachment A for the local office.
- 1498 D. **Contractor Revenue Collection**. Contractor shall collect revenue for services
1499 described herein on behalf of the Agency. Revenues collected on behalf of the
1500 Agency or SBWMA shall be handled as described in Article 11 of this Agreement.
- 1501 E. **Review of Billings**. Contractor shall review its Billings to Customers, issued
1502 pursuant to Section 7.01.A. The purpose of the review is to determine that the amount
1503 which Contractor is Billing each Customer is correct in terms of the level of service
1504 (i.e., frequency of Collection, size of Container, location of Container) being provided
1505 to such Customer by Contractor. Contractor shall review Customer accounts not less
1506 than once every three (3) calendar years for each Commercial, Multi-Family Dwelling,
1507 and SFD Customer, unless Agency directs Contractor to do so more frequently.
1508 Contractor shall submit to Agency a written report of the status of its review annually
1509 no later than forty-five (45) Days after the end of each calendar year. The intent of
1510 this Section is for Agency to receive reports on an annual basis for one-third (1/3) of
1511 all Customer accounts, and for all Customer accounts to be reviewed every third year
1512 of the Agreement. The scope of the review and the reviewer's work plan shall be
1513 submitted to Agency for approval no later than six (6) months before the submission
1514 of the first report.
- 1515 F. **Agency or SBWMA Billing Review**. Contractor acknowledges that Agency or
1516 SBWMA may perform, or cause to be performed, Billing reviews periodically.
1517 Contractor agrees to participate and cooperate with SBWMA and Agency and its

1518 agents to accomplish these reviews and conduct any data collection and report
1519 preparation that may be requested. The Contractor's full cooperation with these
1520 reviews may include, but is not limited to: (i) allowing Agency or SBWMA staff or
1521 consultants to ride along with drivers in Collection vehicles during daily Collection
1522 operations; (ii) providing for interviews of personnel at all levels, with or without
1523 management oversight; (iii) providing reporting related to franchised operations
1524 available through Contractor's automated systems; and, (iv) adjusting routing, public
1525 information, outreach, or program availability based upon the recommendations of
1526 the audit, if approved by the SBWMA or Agency.

1527 G. **Privacy of Customer Information.** Contractor shall not distribute or sell Customer,
1528 Owner, or Occupant information such as names, addresses, and telephone numbers
1529 to other Persons with the exception of distribution to the Agency, SBWMA, or its
1530 agents for reporting and contract compliance purposes and distribution to
1531 Contractor's Billing agent (if Contractor uses a Related Party Entity or Subcontractor
1532 for Billing purposes).

1533 **7.02 CUSTOMER SERVICE**

1534 Contractor is responsible for ensuring that all staff and Customer service representatives
1535 (CSR) maintain a professional and courteous demeanor when in contact with Agency,
1536 SBWMA, and the public. Contractor shall be responsible for all employee interactions with
1537 Customers, SBWMA, and Agency staff. Contractor is required to ensure that its
1538 Customers are consistently treated courteously and are presented with timely, responsive,
1539 and thorough solutions to problems and requests for information. Contractor shall meet
1540 monthly to discuss compliance with the Customer service standards described herein if
1541 requested by Agency.

1542 A. **Local Office**

1543 Contractor shall operate a local office at the Shoreway Environmental Center, located
1544 at 225 Shoreway Road, San Carlos. If office space at Shoreway Environmental
1545 Center becomes unavailable for the Contractor's use, Contractor shall establish a
1546 local office in the SBWMA Service Area. Such a change shall be considered an
1547 Agency-directed change in scope and handled in accordance with provisions in
1548 Section 15.12. Contractor's office hours shall be, at a minimum, from 8:00 a.m. to
1549 5:00 p.m., Monday through Friday, exclusive of Holidays specified in Attachment A
1550 for the local office. Contractor shall be responsible for ensuring that a qualified
1551 representative is available at a local office within the SBWMA Service Area during
1552 office hours to communicate with the public and accept Bill payments from
1553 Customers. Contractor shall offer bi-lingual Customer service at the local office by
1554 employing CSRs with English and Spanish language capabilities. The local office
1555 and Customer service telephone number(s) shall either be a local or toll free call.

1556 Contractor's telephone system shall adequately handle the volume of calls typically
1557 experienced on the busiest days. Contractor shall have a company representative,
1558 an answering service, or voice-mail system available for calls received during non-
1559 business hours and Holidays specified in Attachment A for the local office.

1560 Contractor shall employ sufficient Customer service staff and management practices
1561 to ensure that the Average Speed of Answer is equal to or less than thirty (30)
1562 seconds and the maximum Hold Time is ninety (90) seconds or less.

1563 Contractor shall be required to track all informational requests so that appropriate
1564 public outreach materials can be designed to target commonly asked questions.
1565 Contractor shall be responsible for promoting use of the Contractor's website for
1566 scheduling of On-Call Collection Service events and obtaining answers related to
1567 common informational requests through: (i) public education and promotion
1568 materials; and, (ii) a recorded message Customers will hear while on-hold with the
1569 Customer service department.

1570 Contractor shall maintain and publicize an e-mail address whereby Customers can
1571 communicate with the Contractor's Customer service staff. Contractor shall monitor
1572 the email at least once per Business Day, and ensure that a twenty-four (24) hour
1573 response time is maintained.

1574 **B. Customer Service Call Center and Staffing**

1575 Contractor is required to operate a Customer service call center that will serve as the
1576 primary telephone point of contact and information for all services. The Customer
1577 service call center hotline is required to be staffed live during regular business hours
1578 (i.e., Monday through Friday 8:00 a.m. to 5:00 p.m.) by sixteen (16) Customer service
1579 representatives (includes one (1) receptionist who performs Customer service
1580 activities). In addition, the Customer service call center shall offer multi-lingual
1581 Customer service by employing a minimum of two (2) bilingual Customer service
1582 representatives with English and Spanish language capabilities, and contracting with
1583 a service to provide bilingual capacity for other languages including Cantonese,
1584 Mandarin, and Vietnamese. Contractor shall provide immediate access to interpreters
1585 for over one-hundred and seventy-five (175) languages through the use of Language
1586 Line service, or a similar service.

1587 **C. Website**

1588 Contractor shall maintain and publicize an up-to-date website whereby Customers
1589 can conduct business with Contractor in both English and Spanish. Contractor is
1590 required to update the website monthly, and more frequently if necessary. At a
1591 minimum, the website shall:

- 1592 1. Allow Customers to view and pay Bills issued by Contractor, as required in
1593 Section 7.01;
- 1594 2. Allow Customers to schedule services Including On-Call Service events, On-Call
1595 Bulky Item Collections, extra Collections, service changes, temporary Drop Box
1596 service, service terminations, and service stops;
- 1597 3. Provide answers to frequently asked questions Including: proper Container set-
1598 out instructions; list of acceptable Recyclable and Organic Materials; Collection
1599 Days (in response to Customer input of service address); Billing issues,
1600 Customer service telephone and e-mail contact information; and the Designated
1601 Transfer and Processing Site hours, directions, and acceptable materials;
- 1602 4. Provide complete list of Agency-approved Rates and Charges for all Customers;
- 1603 5. Allow Customers to file Complaints and receive from Contractor e-mail
1604 responses to Complaints;
- 1605 6. Provide a link to enable Customers to email Contractor; and,

1606 7. Maintain and produce visitor logs and reporting including website and individual
1607 page visitation, number of web-based Bill payments per month, number of
1608 website-submitted Complaints per month, and individual and summary
1609 Customer Complaint and resolution reporting.

1610 **D. Customer Information System Requirements**

1611 Contractor is required to use a Customer information system with software
1612 applications capable of documenting all correspondence and conversations,
1613 pertaining to the services specified herein, between Contractor, Customers,
1614 Occupants, Agency, and SBWMA. The system shall include, at a minimum, the
1615 following data fields:

- 1616 1. Date and time of Customer correspondence or contact with Contractor (e.g.,
1617 phone call, email)
- 1618 2. Date and time response was provided
- 1619 3. Date and time resolution was provided
- 1620 4. Customer's name and contact information (multiple phone numbers and email
1621 addresses)
- 1622 5. Account address
- 1623 6. Service address
- 1624 7. Occupant address
- 1625 8. Service location information including:
 - 1626 a. Number of units
 - 1627 b. Number, size, and type of Solid Waste, Organic Materials, and Targeted
1628 Recyclable Materials Containers
 - 1629 c. Collection Service Day
 - 1630 d. Route number
 - 1631 e. Backyard service status
 - 1632 f. Special Handling Service status
 - 1633 g. Bulky Item Collection history (e.g., number of annual services performed,
1634 date requested, date provided)
- 1635 9. Service issue, Complaint, or Inquiry
- 1636 10. Time frame stipulated for Contractor to resolve issue
- 1637 11. Description of Contractor's resolution of service issue or Complaint, or response
1638 to Inquiry
- 1639 12. Date and time that Contractor's resolution took place
- 1640 13. CSR or Contractor's employee identification code of employee inputting the
1641 Complaint or Inquiry
- 1642 14. CSR or Contractor's employee identification code of employee inputting the
1643 resolution

1644 The system shall be capable of:

- 1645
- 1646 1. Providing real-time access to complete Customer contact history from the
1647 commencement of service in 2011;

- 1648 2. Providing Agency and SBWMA the capacity to submit work orders (e.g.,
1649 specifying the Inquiry, Complaint, or request for service) electronically directly to
1650 Contractor using Contractor's web-based software;
- 1651 3. Documenting non-Collection events including problem description and
1652 resolution;
- 1653 4. Tracking non-Collection events necessary to fulfill the requirements in Section
1654 8.02(F); and,
- 1655 5. Fulfilling Customer service reporting requirements as specified in Article 9.
- 1656 E. **Monthly Meetings with Agency.** If requested, Contractor shall meet monthly with
1657 Agency to discuss compliance with the Customer service standards specified in this
1658 Section 7.02, Attachment I (Performance Incentives and Disincentives), and
1659 Attachment J (Liquidated Damages).
- 1660 F. **Quality Assurance Program.** Each month Contractor's Customer service
1661 representatives shall contact by telephone a minimum of two hundred (200)
1662 Customers within the SBWMA Service Area to inquire about the quality of their
1663 Customer service experience when interacting with the Contractor's Customer
1664 service center. The Customers contacted shall be (i) representative of different
1665 Service Sectors, (ii) distributed among Member Agencies, and (iii) selected from
1666 among Customers that have recently contacted the Contractor via phone and spoke
1667 live with a Customer service representative. The Customers contacted each day shall
1668 be randomly selected from the pool of Customers that contacted the Contractor the
1669 prior Business Day and such calls shall be evenly distributed (e.g., approximately 12
1670 to 13 calls per Business Day) throughout the month with some exceptions as follows:
1671 calls will be made during non-peak call volume days (i.e., 2nd, 3rd, and 4th weeks after
1672 billing); and no calls will be made immediately after a holiday. When placing the calls,
1673 the Contractor will use a standardized survey that will be completed during the phone
1674 interview of the Customer. If a message is left with the Customer, the message left
1675 by the Contractor shall direct the Customer to complete an online survey. Both survey
1676 instruments (for phone interviews and online survey) shall have similar questions and
1677 be subject to approval by the SBWMA. Contractor employees placing the calls shall
1678 not be the same employee that spoke to the Customer the prior Business Day;
1679 Contractor employees shall be calling Customers that another employee spoke to the
1680 prior Business Day. Customer service representatives shall ask about (i) Customers'
1681 satisfaction with Solid Waste, Recyclable Materials, Organic Materials, and Bulky
1682 Item Collection services, (ii) Customers' satisfaction of the Customer service
1683 experience when interacting with the Contractor's Customer service department,
1684 and, (iii) Customer's suggestions for opportunities to improve service. The quality
1685 assurance program reporting requirements are specified in subsection 9.05.G.
- 1686 G. **Preprogrammed Call Transfer.** Contractor shall maintain the ability to provide
1687 preprogrammed call transfer service to Agency. With this communications feature in
1688 place, when a Customer calls Contractor about an issue or concern that pertains to
1689 Agency but is not related to Collection services provided by Contractor, Contractor
1690 shall immediately transfer the phone call to the offices of Agency through a dedicated
1691 telephone line designated by Agency. The call transfer shall be seamless, and appear
1692 to the Customer as if Contractor were transferring the call internally.

1693 H. **Customer Service Operations Plan.** Contractor shall annually submit its Customer
1694 service operations plan. The Customer service operations plan shall describe how
1695 Contractor uses its customer relationship management system, linked to on-board
1696 GPS tracking system, to share real-time information between Customers, drivers,
1697 customer service representatives, managers, and SBWMA and Agency staff. The
1698 plan will provide details on how Contractor automatically detects and records
1699 information on each Customer pickup, real-time transmission of service extras,
1700 blocked cars, safety notes, and exceptions to service.

1701 **7.03 PUBLIC EDUCATION AND PROMOTION**

1702 Contractor and Agency agree that all public education activities will be a collaborative
1703 effort among the SBWMA, Agency, and Contractor. Contractor shall be responsible for
1704 ensuring that its Customers consistently receive a high level of service and
1705 responsiveness.

1706 A. **General.** Contractor acknowledges and agrees that education and public awareness
1707 are critical and essential elements of any effort to achieve diversion. Contractor shall
1708 educate Residential and Commercial Customers on the following: (i) the benefits of
1709 source reduction, reuse, Recycling, and Composting and related program
1710 opportunities; (ii) proper handling of Hazardous Waste; (iii) specific services offered
1711 by the Contractor; and (iv) Rates for Collection services. The public education
1712 program shall include distribution of public education materials when Collection
1713 services are changed during the Term; and when new Collection services are
1714 implemented during the Term. In addition, the public education program shall include
1715 on-going education activities throughout the Term. Educational materials that
1716 SBWMA will pay for, produce and jointly distribute, shall include, but not be limited to,
1717 those listed in Section 7.03(D).

1718 B. **Three-Year Public Education and Recycling Technical Assistance Plan.** The
1719 SBWMA, Member Agencies, and Contractor shall cooperate to prepare a joint Public
1720 Education and Recycling Technical Assistance Plan every three (3) years (Three-
1721 Year Plan). The Three-Year Plan will be an SBWMA-wide plan; therefore, separate
1722 plans will not be prepared for each Member Agency. Generally, the Three-Year Plan
1723 will focus on coordinating public education and recycling technical assistance efforts
1724 and making efficient use of each Party's available resources in those areas. In the
1725 case of Contractor, the process may and potentially result in modifying Contractor's
1726 activities through a reallocation of Waste Zero Specialists' staff time and public
1727 education and outreach resources, to the extent they can be reallocated without
1728 causing the Contractor to default in performance of its expressed obligations under
1729 this Agreement.

1730 The Parties shall cooperate to finalize the Three-Year Plan on or before January 1 of
1731 Rate Years Eleven (2021), Fourteen (2024), Seventeen (2027), Twenty (2030),
1732 Twenty-three (2033) and, if the Term is so extended, Twenty-six (2036) and Twenty-
1733 nine (2039). SBWMA and Contractor shall jointly develop a schedule for preparation
1734 of the Plan, which shall involve the following elements:

1735 1. Public Education Plan. Working collaboratively with the Contractor, SBWMA will
1736 develop, and the Contractor shall review, the first section of the Three-Year Plan,
1737 which shall include a detailed list of public education activities to be undertaken
1738 by SBWMA and Contractor for the coming three (3) Rate Years. The plan shall
1739 list each public education piece or activity (e.g., newsletters, Bill inserts, flyers,

1740 newspaper advertisements, website enhancements, etc.) to be prepared or
1741 conducted in the coming three (3) Rate Years, the purpose of the piece, the key
1742 subject(s) to be covered, the anticipated date of issuance/completion,
1743 performance standards, and quarterly reporting requirements. In addition, the
1744 plan shall list all Community Events for each Member Agency that the Contractor
1745 plans to attend and the public education it intends to provide at each such event
1746 (e.g., exhibit at Earth Day Event, Chamber of Commerce meetings, etc.) in the
1747 three (3) coming Rate Years.

1748 2. Recycling Technical Assistance Plan. Working collaboratively with the SBWMA,
1749 Contractor shall develop a draft of the second section of the Three-Year Plan,
1750 which shall include a detailed list of Commercial, Mixed Use, and Multi-Family
1751 Recycling technical assistance activities to be undertaken by Waste Zero
1752 Specialists for the coming three Rate Years, the objectives of such activities,
1753 specific performance standards for the activities, the anticipated time frames for
1754 completion, the distribution of such activities across Member Agencies, quarterly
1755 reporting requirements, and any specific actions to be undertaken to meet the
1756 specific needs of one or more Member Agencies. Pursuant to Sections 7.04 and
1757 7.13, SBWMA may request an adjustment in the staffing level for the Waste Zero
1758 Specialists.

1759 3. Plan Review. SBWMA shall coordinate with the Member Agencies to seek input
1760 on the Three-Year Plan. After Member Agencies have provided their input, the
1761 Contractor shall provide the SBWMA with its final comments for both sections of
1762 the Three-Year Plan two (2) weeks after receiving the revised draft of the plan.

1763 4. Completion of Plan Activities. During each Rate Year, the SBWMA, Agency, and
1764 Contractor shall each complete all elements and tasks specified in the Three-
1765 Year Plan that it has agreed to perform, in accordance with the schedule and
1766 budget presented in the Three-Year Plan. The Agency or SBWMA may, by
1767 providing written approval to Contractor, waive or postpone completion of any
1768 requirement of Contractor stated in the Three-Year Plan (it being understood that
1769 such right of Agency shall only apply to activities within Agency's Service Area).
1770 Waste Zero Specialists shall be dedicated to performing services for the SBWMA
1771 and Member Agencies and Customers within the SBWMA Service Area. Their
1772 main focus shall be on performing the tasks identified in the Public Education
1773 and Recycling Technical Assistance Plan. In addition to the tasks defined in the
1774 Public Education and Recycling Technical Assistance Plan, Agency recognizes
1775 that Waste Zero Specialists will participate in Contractor's employee programs
1776 such as company training programs, occasional staff meetings, and other
1777 activities, provided that such participation is commensurate with their position.

1778 C. **Content and Production Requirements.** The SBWMA will prepare all public
1779 education materials and request that they be reviewed by Contractor prior to
1780 production. Contractor shall review and comment on the materials within two (2)
1781 weeks of request from the SBWMA or Agency. Bill inserts shall be designed and
1782 produced by the SBWMA with review and comment by Contractor, and approval from
1783 the Agency.

1784 The public education materials shall emphasize use of visual/graphic images as much
1785 as practical. Furthermore, the materials shall include a clear listing of program
1786 participation parameters and targeted materials.

1787 All public education materials shall be printed on paper containing the highest levels
1788 of recycled-content material reasonably practical.

1789 The SBWMA shall develop a multi-lingual approach to preparing all public education
1790 materials, and all public education materials shall be provided in both English and
1791 Spanish.

1792 **D. SBWMA and Agency Responsibilities**

1793 SBWMA shall take primary responsibility for implementation of the public education
1794 and outreach campaign that will be used to announce changes in Collection services.
1795 Development of the public education and promotion strategy and implementation
1796 schedule will be a collaborative process among Contractor, SBWMA, and Agency.

1797 The SBWMA and Agency's responsibilities with regard to public education and
1798 promotion activities shall include, but not be limited to, the following:

- 1799 1. Provision of public education to SFD, MFD, Commercial, and Agency Facility
1800 Customers with a broad focus on waste prevention, reuse, and Recycling.
- 1801 2. Preparation and distribution of newsletters for all SFD and MFD Occupants, at
1802 frequency determined by SBWMA or Agency.
- 1803 3. Preparation and distribution of Multi-Family Dwelling toolkits for MFD complex
1804 Owners and managers.
- 1805 4. Purchase of desk-side and other interior Targeted Recyclable Materials and
1806 Organic Materials receptacles for Commercial Customers.
- 1807 5. Purchase of Recycling Tote-Bags for distribution to MFD complexes.
- 1808 6. Preparation and distribution of an electronic newsletter for the Commercial sector
1809 and MFD complex managers.
- 1810 7. Preparation and provision of outreach materials to schools.
- 1811 8. Development and maintenance of SBWMA website.
- 1812 9. Production of decals for Used Motor Oil jugs.
- 1813 10. Production of Household Battery and Cell Phone Recycling bags.
- 1814 11. Each Rate Year, SBWMA shall develop and produce the following Bill inserts (for
1815 distribution by Contractor):
 - 1816 a. Annual On-Call Collection Services Collection notice (one (1) SFD Solid
1817 Waste Bill insert).
 - 1818 b. Annual Holiday Tree Recycling notice (separate for SFD and MFD - two
1819 (2) Solid Waste Bill inserts).
 - 1820 c. Annual "Reduce Holiday Packaging" notice (one (1) SFD and MFD Solid
1821 Waste Bill insert).
 - 1822 d. Twice annual compost giveaway notice (two (2) SFD and MFD Solid
1823 Waste Bill inserts).
 - 1824 e. Twice annual Commercial Recycling notice (two (2) Commercial Solid
1825 Waste Bill inserts).
 - 1826 f. Annual Commercial Recycling awards notice (one (1) Commercial Solid
1827 Waste Bill insert).
- 1828 12. If Agency or SBWMA requests distribution of additional Bill inserts, SBWMA or
1829 Agency shall develop and produce the Bill inserts.

- 1830 13. Prepare and manage press releases.
- 1831 E. **Contractor Responsibilities.** Contractor will be required to provide the following
1832 services:
- 1833
- 1834 1. Actively collaborate with Agency and SBWMA on the public education strategy
1835 and development of materials.
- 1836 2. Distribute public education and promotion materials to new Customers during
1837 the Term.
- 1838 3. Provide public education door hangers, posters, and other promotional materials
1839 to Multi-Family Dwelling Customers during the Term.
- 1840 4. Deliver Recycling Tote-Bags to MFD complexes.
- 1841 5. Deliver desk-side and other interior Targeted Recyclable Materials and Organic
1842 Materials receptacles for Commercial Customers and Agency Facilities.
- 1843 6. Produce and deliver non-collection notices, in both English and Spanish. The
1844 format and content of the non-collection notices must be approved in advance
1845 by Agency and SBWMA.
- 1846 7. Affix Used Motor Oil Recycling decals to jugs for inclusion in Used Motor Oil
1847 Recycling kits.
- 1848 8. Assemble and deliver Used Motor Oil Recycling kits upon request from SFD
1849 Customers. Kits must be provided to Customer within five (5) Business Days of
1850 Customer request.
- 1851 9. If approved by Agency, deliver Household Battery and Cell Phone Recycling
1852 bags upon request from Customers. Bags must be provided to Customer within
1853 five (5) Business Days of Customer request.
- 1854 10. Staff a booth at local public events and distribute promotional and educational
1855 materials.
- 1856 11. Coordinate with SBWMA regarding SBWMA student tours at Shoreway
1857 Environmental Center; make classroom presentations upon request; provide
1858 school activities for students about the 4Rs.
- 1859 12. Conduct presentations at community meetings, service clubs, senior centers,
1860 and neighborhood associations.
- 1861 13. Promote recycling and organics Collection programs on the sides of Collection
1862 and route supervisors' vehicles. These advertising campaigns must be approved
1863 in advance by Agency and SBWMA.
- 1864 14. Each Rate Year insert with its Bills, up to twelve (12) Solid Waste Bill inserts
1865 produced by SBWMA or Agency. A total of nine (9) Bill inserts are specified in
1866 subsection D above.
- 1867 15. If Agency has specified a post card Bill format, the notices described as "Bill
1868 inserts" shall be separately mailed by Contractor. In addition, if Bills (in whatever
1869 format) are mailed at intervals that do not accommodate the timely distribution of
1870 the specified notices, notices shall be separately mailed as necessary by
1871 Contractor. Agency shall reimburse Contractor for any postage fees paid by
1872 Contractor to conduct such separate mailings.
- 1873 16. Contractor's outreach and education material shall place a strong emphasis on
1874 Recycling and reuse, encouraging Customers to take advantage of donation

1875 opportunities offered by local non-profit organizations such as the Society of St.
1876 Vincent de Paul, Goodwill Industries, and the Salvation Army. In addition,
1877 Contractor shall promote other resources for reuse, such as the Freecycle
1878 Network™, an online resource for the free and local exchange of goods, the
1879 Resource Area for Teachers (RAFT), local schools, and other community
1880 organizations that are in need of reusable goods.

1881 17. Upon request by Agency, Contractor shall promote its services to Customers
1882 using Agency's email distribution list or an email distribution list authorized by
1883 Agency.

1884 18. As appropriate, Contractor shall request SBWMA or Agency to issue press
1885 releases related to programs, and, upon request, provide draft content for such
1886 press releases.

1887 **F. Reserved**

1888 **G. Meeting Requirements**

1889 Upon request from Agency or SBWMA, the general manager or his/her designee is
1890 required to meet quarterly, and more frequently if necessary, with Agency and/or
1891 SBWMA staff to review public education and promotion activities. In addition, the
1892 general manager or his/her designee shall be required to represent Contractor at all
1893 monthly SBWMA Board of Director meetings.

1894 **H. Agency Rights**

1895 Contractor acknowledges that the public education and promotion activities listed are
1896 critical to the success of Agency's diversion performance relative to the Act and other
1897 State legislation/regulations (such as, but not limited to, AB 341, AB 1594, AB 1826,
1898 SB 1061, and SB 1383). As such, Contractor acknowledges Agency's rights to the
1899 following:

1900 1. Contractor shall make available to Agency and SBWMA all public educational
1901 materials used by Contractor, which Agency and SBWMA shall approve prior to
1902 their use;

1903 2. Agency and SBWMA shall retain the right to modify, expand, or reduce the
1904 minimum public education requirements;

1905 3. Agency may require Contractor to work with a public education consultant
1906 selected by Agency or the SBWMA;

1907 4. Agency may perform, or request that the SBWMA perform on its behalf, the
1908 public education efforts assigned to the Contractor; and,

1909 5. Agency or SBWMA may provide additional, supplemental public education
1910 materials as it deems appropriate.

1911 **I. Reporting Requirements**

1912 Contractor shall prepare and submit reports related to its public education activities
1913 as provided in Article 9.

1914 **J. Service Notice**

1915 Contractor shall periodically prepare and distribute to each Customer a notice listing
1916 Agency-approved Rates for standard Collection services, Agency-approved Charges
1917 for other services, annual Holiday Collection Schedule, and a general summary of

1918 services required under this Agreement to be provided Customers and optional
1919 services which may be furnished by Contractor. Such notice shall be approved by
1920 the Agency prior to distribution.

1921 **7.04 COMMERCIAL RECYCLING PROMOTION PROGRAM**

1922 A. **Commercial Recycling Promotion Program Staff.** Contractor shall maintain a
1923 Commercial Recycling promotion program staff that will be primarily responsible for
1924 supporting Commercial, Mixed Use Building, and Multi-Family Dwelling Accounts and
1925 Agency Facilities Recycling-related and Organics-related Collection services. The
1926 Commercial Recycling promotion staff for the SBWMA Service Area shall consist of
1927 Waste Zero Specialists (recycling coordinators), as specified in Attachment O.

1928 Contractor shall notify Agency and SBWMA within ten (10) Business Days if any of
1929 the Waste Zero Specialists resigns or is terminated from employment, and shall use
1930 reasonable good faith efforts to initiate recruitment of the position within thirty (30)
1931 days.

1932 If Contractor has one or more Waste Zero Specialist positions unfilled, as approved
1933 in the Three-Year Recycling Technical Assistance Plan, for more than ninety (90)
1934 Days, Contractor and SBWMA shall meet and confer regarding the reasons for the
1935 difficulty in filling the position(s) and ways to remedy the employment gap. In addition,
1936 Contractor shall reimburse Agency for the cost of each such unfilled position for the
1937 period exceeding ninety (90) Days. The Contractor shall calculate the cost
1938 reimbursement for the unfilled position(s) including the avoided cost of wages,
1939 benefits, payroll taxes, and workers compensation insurance, for such position and
1940 shall provide supporting documentation justifying its cost reimbursement calculations.
1941 Such reimbursement shall be made as a deduction to Contractor's Compensation
1942 through the annual Contractor's Compensation adjustment process described in
1943 Article 11 and Attachment K.

1944 SBWMA reserves the right to request an increase or decreases in the number of
1945 Waste Zero Specialists. Such a change shall be considered an Agency-directed
1946 change in service and handled in accordance with provisions in Section 15.12.

1947 B. **Signs and Placards.** Contractor shall be responsible for preparing, distributing, and
1948 posting signs at Commercial Collection Premises that promote Targeted Recyclable
1949 Materials and Organic Materials Collection services, describe the program
1950 requirements, and identify allowable and prohibited types of materials for Collection.
1951 At a minimum, the signs or placards shall be durable and weather resistant, and
1952 affixed in the Container areas. Upon request from Customer, Contractor shall provide
1953 signs and Container labeling in a second language such as, but not limited to,
1954 Spanish. Within ten (10) Business Days of a Customer's request, Contractor shall
1955 provide extra signs for use in areas such as employee training areas, break rooms,
1956 kitchens, and janitorial areas at Commercial Premises. The design of all signs and
1957 placards shall be approved by Agency or SBWMA prior to distribution by Contractor.

1958 C. **Community Events.** At the direction of the Agency or SBMWA, Contractor shall
1959 participate in and promote diversion techniques at Community Events and local
1960 activities. Participation includes providing educational and public outreach
1961 information and promotional giveaways in an effort to promote the Agency's waste
1962 reduction and recycling program goals. Each year the Community Events that
1963 Contractor agrees to participate in shall be outlined in the Three-Year Public

- 1964 Education Plan described in Section 7.03.B. Attachment C presents a preliminary list
 1965 of the Community Events, which may be modified annually through the development
 1966 of the Three-Year Public Education Plan, as described in Section 5.08.
- 1967 D. **Notification to Commercial Customers.** Immediately upon request from a new or
 1968 current Customer for new or changes in service, Contractor shall notify Customer by
 1969 phone or email of the Targeted Recyclable Materials and Organic Materials Collection
 1970 services offered by Contractor. Such notification shall be made available in English
 1971 and Spanish.
- 1972 E. **Targeted Commercial Recycling Promotion.** To assist Customers in maximizing
 1973 participation in Recyclable Materials and Organic Materials Collection programs,
 1974 Contractor shall provide Commercial Customers with on-site waste assessments
 1975 based on visual assessment of Collection Containers and technical assistance in
 1976 selecting appropriate service levels. In providing such assistance, Contractor shall
 1977 follow the Three-Year Recycling Technical Assistance Plan described in Section
 1978 7.03.B, which will include details on the type of Commercial Recycling technical
 1979 assistance promotion and the number of waste assessments for Customers to be
 1980 provided in Agency's Service Area. For all other Commercial Customers not specified
 1981 in the Three-Year Plan, Contractor shall provide technical assistance as needed or
 1982 requested and visual on-site Collection Container assessments. Contractor shall
 1983 document the names of the Customers receiving the waste assessments, the date of
 1984 the assessment, the Solid Waste, Source Separated or Targeted Recyclable
 1985 Materials, or Organic Materials service levels at the time of the assessment, and
 1986 recommended changes to service level(s). Upon request, Contractor shall provide
 1987 details of waste assessments to Agency or SBWMA.
- 1988 F. **Enclosure Specifications.** Contractor shall work with the Agency to develop
 1989 standard specifications for Collection Container enclosures at Multi-Family
 1990 Residential Complexes, Mixed Use Buildings, and Commercial Premises to ensure
 1991 that Container enclosures have adequate space and suitable configuration to allow
 1992 the Contractor to safely and efficiently service the Containers. The enclosure
 1993 specifications shall require provision of adequate space for Solid Waste, Targeted
 1994 Recyclable Materials, and Organic Materials Collection Containers. Contractor
 1995 provided the enclosure specifications to the Agency on or before the effective date of
 1996 the 2009 Franchise Agreement and shall be required to update these specifications
 1997 as frequently as needed or as requested by Agency.
- 1998 G. **Plan Review.** Contractor shall review plans for land use or property developments,
 1999 upon request of the Agency, to assess the adequacy of Container enclosure space
 2000 allowances for Solid Waste, Recyclable Materials, and Organic Materials Collection
 2001 Containers and the accessibility of Containers by Collection vehicles. The
 2002 Contractor's review shall be completed by the Contractor within ten (10) Business
 2003 Days of request by Agency and receipt of the project design drawings. If site
 2004 conditions warrant, the Contractor shall conduct a site visit of the proposed property
 2005 to complete its evaluation. The Contractor's review shall be summarized in a letter
 2006 report that states acceptability of the proposed enclosure arrangements or notes
 2007 specific changes that are required to comply with the enclosure specification. The
 2008 letter report shall be signed by the Person that conducted the review, or designee, on
 2009 behalf of the Contractor. This review shall include, but not be limited to:

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2011
2012
1. Adequacy of the Container enclosure space to store Containers for the anticipated volume of Solid Waste, Targeted Recyclable Materials, and Organic Materials generated by a development of the size and purpose contemplated;
- 2013
2014
2015
2. Adequacy of Container enclosure space to store Containers for Solid Waste, Targeted Recyclable Materials, and Organic Materials in a fashion that allows for the greatest possible diversion of materials; and,
- 2016
2017
2018
2019
2020
3. Adequacy and accessibility of the Container enclosure space for Contractor to safely and efficiently service all Containers in the contemplated service locations taking into account the dimensions of the enclosure space, the access road dimensions, parking arrangements, pedestrian traffic, change in elevation, other site considerations, and Collection vehicle capabilities.
- 2021
2022
- H. **Reporting.** Contractor shall prepare and submit reports related to the Commercial Recycling promotion program as provided in Article 9.
- 2023
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- I. **Mandatory Commercial Recycling Assistance to Agency.** Contractor shall assist Agency and SBWMA with implementing, monitoring, and reporting on Commercial, Mixed Use, and MFD Customers' compliance with requirements for Recyclable Materials and Organic Materials diversion under AB 341, AB 1826, or other similar Applicable Law. Upon Agency's reasonable request and in accordance with Section 9.09.E, Contractor shall provide Agency with periodic reports on Commercial, Mixed Use, and MFD Customers that do not appear to be complying with State or local diversion regulations, policies, or requirements of, based on the observations of Contractor's employees and/or subscription data.

2032 **7.05 MULTI-FAMILY RECYCLING PROMOTION PROGRAM**

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- A. **Multi-Family Dwelling Promotion.** Contractor shall provide Waste Zero Specialists to work directly with Owners or property managers of Multi-Family Residential Complexes to implement the Single-Stream Targeted Recyclable Materials and Organic Materials Collection services, and to assess Customer service for all Multi-Family Residential Complexes. The Multi-Family complexes that Contractor shall visit each year and the outreach activities that shall be performed shall be outlined in the Three-Year Recycling Technical Assistance Plan described in Section 7.03.B and approved by the Agency and SBWMA. The Contractor's implementation activities may include, but shall not be limited to, the following types of tasks for Multi-Family Residential Complexes that subscribe to Single-Stream Targeted Recyclable Materials and/or Organics Materials Collection services:
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1. Site Assessments. Contractor shall contact or meet in person with Owner or property manager to explain the Single-Stream Targeted Recyclable Materials and/or Organics Materials Collection program of Multi-Family Residential Complexes containing five (5) or more Residential units to determine the appropriate number and type of Solid Waste and Recyclable Materials Containers and the frequency of Collection. As part of its standard Collection Services, Contractor shall provide Containers for Organics Material such as Food Scraps, compostable paper, and Plant Materials, and Single-Stream Targeted Recyclable Materials or Source Separated Targeted Recyclable Materials such as newspaper, cardboard, mixed paper, glass, aluminum, etc. depending on the needs of the Multi-Family Residential Complex. If practical, Contractor shall locate the Solid Waste, Recyclable Materials, and Organic

2056 Materials Containers in the same area so tenants carry materials to one location.
2057 Contractor shall also offer Recyclable Materials Carts for use in the mail area of
2058 the Premises. A site assessment shall be conducted by Contractor when
2059 Targeted Organics Materials or Recyclable Materials Collection services are
2060 initially provided at a Multi-Family Residential Complex, and as requested by
2061 Customer or deemed necessary by Contractor throughout the Term of this
2062 Agreement.

2063 2. Service Level Adjustments. Within five (5) Business Days of completing the site
2064 assessment or receiving a request from a Customer, Contractor shall adjust the
2065 Customer's service level by providing any Solid Waste, Recyclable Materials,
2066 and/or Organic Materials Containers needed for change in service, removing
2067 unneeded Containers, and revising the Customer's service level in the Billing
2068 system to reflect the monthly Rate for the new service level. At the time new
2069 Containers are delivered or existing Containers are removed, the Contractor
2070 shall confirm that all Containers are properly labeled and shall provide public
2071 education signage for the Container areas and extra signs for public and
2072 common areas such as mail and laundry rooms, etc.

2073 3. Distribution of Public Education Materials. Contractor shall provide Owner or
2074 property manager with education materials developed by Agency, SBWMA or
2075 Contractor, which describe the requirements of the Recyclable Materials and/or
2076 Organic Materials Collection program (as applicable), including flyers, door
2077 hangers and Recycling Tote-Bags for distribution to tenants, signage for
2078 common areas such as mail rooms and laundry rooms, Kitchen Pails, and move-
2079 in kits for new tenants.

2080 B. **Notification to Multi-Family Dwelling Customers.** Upon request from a new or
2081 current Customer for new or changes in service, Contractor shall notify the Customer
2082 by mail or email of the Targeted Recyclable Materials and Organic Materials
2083 Collection services offered by Contractor. Such notification shall be made available
2084 in English and Spanish.

2085 C. **Signs and Placards.** Contractor shall be responsible for preparing, distributing, and
2086 posting signs and placards at Multi-Family Dwelling Premises that promote Targeted
2087 Recyclable Materials and Organic Materials Collection services, describe the
2088 program requirements, and identify allowable and prohibited types of materials for
2089 Collection. At a minimum, these signs shall be durable, weather resistant and posted
2090 in the Container areas. Upon request of the Customer, Contractor shall provide
2091 signage and Container labeling in a second language such as, but not limited to,
2092 Spanish. Within ten (10) Business Days of a Customer's request, Contractor shall
2093 provide extra signage for use in areas such as laundry and mail rooms at Multi-Family
2094 Residential Complexes. The design of all signs and placards shall be approved by
2095 Agency or SBWMA prior to distribution by Contractor.

2096 7.06 WASTE GENERATION/CHARACTERIZATION STUDIES

2097 Contractor acknowledges that Agency may perform Solid Waste, Recyclable Materials,
2098 and/or Organic Materials generation and characterization studies periodically to determine
2099 the composition and Contamination Levels of Collected materials. Contractor agrees to
2100 participate and cooperate with SBWMA and Agency and its agents and to accomplish
2101 studies and data collection and prepare reports, as needed, to determine weights and
2102 volumes of Solid Waste, Targeted Recyclable Materials, Plant Materials, and Organic

2103 Materials and characterize materials generated, Disposed, transformed, diverted, or
2104 otherwise handled/processed to satisfy requirements of the Act and other State
2105 legislation/regulations (such as, but not limited to, AB 341, AB 1594, AB 1826, SB 1061,
2106 and SB 1383). Contractor shall also facilitate visual audits of Multi-Family Dwelling,
2107 Commercial, and Agency Cart and Bin service accounts. The visual audits will entail
2108 tipping the contents of Customers' Containers on the tipping floor at the Designated
2109 Transfer and Processing Facility and visually observing and documenting the contents
2110 (without pursuing a detailed weight-based characterization study). The materials will then
2111 be processed at the Designated Transfer and Processing Facility. Contractor shall be
2112 required to facilitate said visual audits at the request of Agency; however, the annual total
2113 quantity of requests for visual audits for each Service Sector shall be limited to ten percent
2114 (10%) of the total number of accounts for each Service Sector.

2115 The SBWMA will use the Contamination Measurement Procedures set forth in Attachment
2116 E, to determine the Contamination Levels of single loads of materials delivered to the
2117 Designated Transfer and Processing Facility.

2118 **7.07 PROGRAM EVALUATION**

2119 The Agency may require the Contractor to periodically conduct audits of the Residential
2120 and Commercial Solid Waste, Targeted Recyclable Materials, and Organic Materials
2121 Collection programs to assess one (1) or more of the following performance indicators:
2122 average volume of Targeted Recyclable Materials per set-out per Customer, average
2123 volume of Organic Materials per set-out per Customer, participation level (i.e., number of
2124 Customers setting out Containers per week), Contamination Levels, etc. Contractor shall
2125 perform up to five (5) Days of route auditing, at no additional cost to Customers and shall
2126 not bill Agency for such services, once per calendar year. Prior to the program evaluation
2127 audit, Agency and Contractor shall meet and discuss the purpose of the audit and agree
2128 on the method, scope, and data to be provided by the Contractor. If Agency requires more
2129 than five (5) Days of auditing for the purposes of program evaluation, the activity shall be
2130 considered an Agency-directed change in scope and handled in accordance with
2131 provisions in Section 15.12.

2132 If the Contractor does not Collect Multi-Family Dwelling Solid Waste, Targeted Recyclable
2133 Materials, and Organic Materials using dedicated Collection vehicles, thereby precluding
2134 regular and accurate reporting of the Tonnage of Solid Waste, Targeted Recyclable
2135 Materials, and Organic Materials Collected from Multi-Family Residential Complexes, the
2136 Agency may require the Contractor to conduct a semi-annual or annual Tonnage
2137 assessment that involves separately Collecting, weighing, and reporting Multi-Family
2138 Dwelling Solid Waste, Targeted Recyclable Materials, and Organic Materials to quantify
2139 Tonnage Collected during a given week. This assessment shall be performed by
2140 Contractor at no additional cost to Customers and shall not bill Agency for such services.

2141 If the Agency wants to collect program data, perform field work, conduct route audits to
2142 investigate Customer participation levels and set-out volumes, and/or evaluate and
2143 monitor program results related to Solid Waste, Targeted Recyclable Materials, Organic
2144 Materials, Bulky Items, and abandoned waste Collected in the Agency by the Contractor,
2145 the Contractor shall cooperate with the Agency and its agent(s), which may include the
2146 SBWMA and its consultants.

2147 **7.08 PROVISION OF EMERGENCY SERVICES**

2148 Contractor shall provide emergency services at the Agency's request in the event of major
2149 accidents, disruptions, or natural calamities. Emergency services may include, but are
2150 not limited to: assistance handling, salvaging, processing, composting, or Recycling
2151 materials; or Disposing of Solid Waste following a major accident, disruption, or natural
2152 calamity. Contractor shall be capable of providing emergency services within twenty-four
2153 (24) hours of notification by the Agency or as soon thereafter as is reasonably practical in
2154 light of the circumstances. Emergency services which exceed the Contractor's obligations
2155 shall be compensated in accordance with Article 11. If Contractor cannot provide the
2156 requested emergency services, the Agency shall have the right to temporarily take
2157 possession of the Contractor's equipment for the purposes of providing emergency
2158 services in accordance with Article 12.

2159 **7.09 MFD AND COMMERCIAL RECYCLING BLITZ**

2160 Upon Agency's request, Contractor shall provide a Recycling Blitz outreach program that
2161 will target Multi-Family Dwelling, Mixed Use, and Commercial Customers as needed. Such
2162 a change shall be considered an Agency-directed change in scope and handled in
2163 accordance with Section 15.12. As part of the Recycling Blitz, Contractor may be required
2164 to offer to provide Single-Stream Targeted Materials Recycling and Organic Materials
2165 Collection Service to Multi-Family Dwelling and Commercial Customers that are currently
2166 receiving limited or no Recycling or Organic Materials Collection service. The promotional
2167 materials, messages, and communications used by Contractor to support Recycling Blitz
2168 activities shall be developed collaboratively with the SBWMA and Agency and production
2169 of materials shall be paid for by Contractor and shall not bill Agency for such services or
2170 SBWMA. All promotional materials used by Contractor shall be authorized by the SBWMA
2171 and Agency.

2172 If Contractor is required to conduct a Recycling Blitz, Contractor shall form a Recycling
2173 Blitz team, utilizing the Waste Zero Specialists, to assist in this promotion campaign. The
2174 focus of the Recycling Blitz program shall be on Customers that are either not currently
2175 Recycling or diverting Organic Materials, or have only limited service. The Recycling Blitz
2176 team shall work with Customers to expand Collection of Targeted Recyclable and Organic
2177 Materials and make recommendations for reduced Solid Waste Container sizes and/or
2178 frequency of Solid Waste Collection service. Contractor shall work collaboratively with the
2179 SBWMA and Agency.

2180 **7.10 CARBON FOOTPRINT MEASURING**

2181 Contractor shall annually file its emissions data with the California Climate Action
2182 Registry (CCAR). Upon request of Agency or SBWMA, Contractor shall provide
2183 emissions data filed with CCAR; a description of Contractor's carbon footprint; and, a
2184 description of Contractor's activities both planned and implemented to reduce its
2185 carbon footprint for the previous calendar years.

2186 **7.11 ENVIRONMENTAL MANAGEMENT PROGRAM**

2187 Contractor shall implement and maintain an environmental management program
2188 combining several elements to minimize the environmental impacts of its operations in the
2189 Service Area. Contractor shall provide upon request from Agency a description of topics
2190 discussed at its bi-monthly environmental team roundtable and training program
2191 meeting(s) and the semiannual corporate environmental compliance staff meetings.

2192 Contractor shall provide Agency access to its environmental and safety tracking system
2193 (NEST) upon request. Contractor shall provide Agency copies of its internal environmental
2194 compliance audits, third-party audits, and disposition of corrective actions, within thirty
2195 (30) Days upon request from Agency.

2196 **7.12 ANNUAL ROUTE ASSESSMENT**

2197 Contractor shall conduct a route assessment of the Service Area each Rate Year. This
2198 comprehensive route assessment shall require Contractor to assess all of its Solid Waste,
2199 Targeted Recyclable Materials, and Organic Materials Collection Customers over a one
2200 (1) week period during the same month each year for the Term. The assessment is
2201 intended to annually confirm and update Contractor's data related to Customer accounts,
2202 service levels and operations, including, but not limited to: (i) number of Accounts; (ii)
2203 Customer address; (iii) number and type of Containers at each Account; and (iv) Collection
2204 frequency of each Container at each Account; (v) Bin and Cart lifts; (vi) Drop Box pulls;
2205 (vii) service stops; (viii) route hours per year; and (ix) Tonnage Collected. All service level
2206 information related to lifts and pulls shall be derived in part from Contractor's database
2207 management system. All route labor hours shall be based on total route hours for routes
2208 exclusive to each Agency and Tonnage information shall be based on actual Tons
2209 Collected. For routes that service more than one Agency, the Tonnage Collected on these
2210 routes and total route hours shall be allocated to the respective Agencies based on the
2211 type and number of accounts and service levels attributable to each Agency.

2212 **7.13 RIGHT OF AGENCY OR SBWMA TO MAKE CHANGES TO OTHER SERVICES**

2213 A. **Quarterly Review.** Beginning on the Commencement Date, and on a quarterly basis
2214 thereafter, Contractor shall meet with Agency and SBWMA to discuss the services
2215 performed by the Contractor pursuant to Sections 7.03 through 7.07 ("Other
2216 Services"). The purpose of the meetings will be to review the performance and results
2217 of the Other Services compared to the milestones, goals, and performance standards
2218 stated in the then-current Three-Year Public Education and Recycling Technical
2219 Assistance Plan. Contractor's quarterly reports provided in accordance with the
2220 reporting requirements of Article 9 shall be used to review performance, and
2221 Contractor shall provide other information requested by Agency or SBWMA
2222 necessary to evaluate the performance of each Other Service.

2223 B. **Change in Services.** Agency or SBWMA may, without amending this Agreement,
2224 direct Contractor to increase or decrease the performance or scope of one or more
2225 of the Other Services. Contractor shall promptly and cooperatively comply with such
2226 direction. If such changes cause an increase or decrease in the cost of performing
2227 the Other Services, an equitable adjustment in the Contractor's Compensation shall
2228 be made in accordance with change in service provisions in Section 15.12. Contractor
2229 shall continue to perform the new or changed service while the appropriate
2230 adjustment in Contractor's Compensation is being determined.

2231 C. **Additional Services.** Agency or SBWMA may direct the Contractor to perform
2232 additional services pertaining to Sections 7.03 through 7.07, but not described herein,
2233 and Contractor shall provide a cost proposal in accordance with change in service
2234 provisions in Section 15.12. If the Contractor and SBWMA cannot agree on terms and
2235 conditions for such additional services within one-hundred twenty (120) Days from
2236 the date which the SBWMA first requests a proposal from Contractor to perform such
2237 services, Agency or SBWMA may perform these services itself or permit a third-party
2238 or parties other than Contractor to provide such Other Services. Contractor shall

2239 provide such third-party or parties access to and use of Facilities and Contractor
2240 information as necessary for such third-party or parties to perform all such Other
2241 Services.
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ARTICLE 8
REQUIREMENTS FOR OPERATIONS,
EQUIPMENT, AND PERSONNEL

2246 **8.01 COLLECTION HOURS AND SCHEDULES**

2247 **A. Hours of Collection**

2248 1. Residential. Residential Solid Waste, Targeted Recyclable Materials, and
2249 Organic Materials (including all such services provided to SFD and Multi-Family
2250 Dwelling Premises) shall be Collected on weekdays (i.e., Monday through
2251 Friday) between 6:00 a.m. and 6:00 p.m. exclusive of Holidays defined in
2252 Attachment A for Collection service.

2253 2. Commercial, Mixed Use, and Agency Facilities. Commercial, Mixed Use, and
2254 Agency Facilities Solid Waste, Targeted Recyclable Materials, and Organic
2255 Materials shall be Collected on weekdays (i.e., Monday through Friday) between
2256 3:00 a.m. and 6:00 p.m. and weekends (i.e., Saturday and Sunday) between
2257 6:00 a.m. and 5:00 p.m., exclusive of Holidays specified in Attachment A for
2258 Collection service. The Agency may restrict or require modifications to hours for
2259 Collection from Commercial Premises, Mixed Use Buildings, and Agency
2260 Facilities to resolve noise Complaints, and, in such case, the Agency Manager
2261 may restrict the allowable operating hours.

2262 3. Commercial, Mixed Use, and Agency Facilities Exception. Collection from
2263 Commercial Premises, Mixed Use Buildings, and Agency Facilities that are two-
2264 hundred (200) feet or less from Residential Premises shall only occur between
2265 the hours of 6:00 a.m. and 6:00 p.m., Monday through Saturday and all such
2266 operations shall be in accordance with permissions provided to Contractor by
2267 Agency. The Agency may restrict or require modifications to hours for Collection
2268 from Commercial Premises, Mixed Use Buildings, and Agency Facilities to
2269 resolve noise Complaints, and, in such case, the Agency Manager may restrict
2270 the allowable operating hours.

2271 4. Exception. In the event of an unforeseen circumstance, the Contractor may
2272 Collect materials from Residential Premises, Commercial Premises, Mixed Use
2273 Buildings, or Agency Facilities that are two-hundred (200) feet or less from
2274 Residential Premises between the hours of 3:00 a.m. and 6:00 p.m., Monday
2275 through Saturday, upon prior written approval from the Agency Manager.

2276 5. Local Noise Ordinance. If an Agency ordinance regulating noise limits the hours
2277 of Collection more restrictively than the preceding subsections, the terms of the
2278 ordinance shall govern.

2279 6. Modification. The Collection hours and distances set forth in Sections 8.01.A.3
2280 and 8.01.A.4 may be adjusted by mutual agreement of Agency (acting through
2281 the Agency Manager) and Contractor (acting through its General Manager),
2282 provided that the Collection hours and distances are at all times consistent with
2283 Agency ordinances.

2284 **B. Route Schedules.** Routes over which Contractor's vehicles travel to affect the
2285 Collection and transport of Solid Waste, Targeted Recyclable Materials, and Organic

2286 Materials shall be selected to minimize damage to Agency and private streets, and
2287 minimize inconvenience and disturbance to the public. The route schedules and
2288 routing maps shall be subject to the approval of Agency prior to Commencement of
2289 services. Contractor shall use due care to obey all traffic laws and prevent materials
2290 being transported from being spilled or scattered during transport.

2291 Contractor shall be prepared to review its operations plan outlining the Collection
2292 routes, intervals of Collection and Collection times for all materials Collected under
2293 this Agreement with the Agency or its representatives at least annually. More
2294 frequent reviews may be required if operations are not satisfactory based on
2295 documented observations or reports or Complaints. If the plan is determined to
2296 inadequately address the unsatisfactory performance as documented by
2297 observations and Complaints, the Agency may direct Contractor to revise the plan
2298 incorporating any changes into a revised plan and review said revised plan with the
2299 Agency within thirty (30) Days of the initial meeting with the Agency.

2300 C. **Contingency Plan.** Contractor shall submit to Agency ninety (90) Days prior to
2301 Commencement Date, a written contingency plan demonstrating Contractor's
2302 arrangements to provide vehicles and personnel and to maintain uninterrupted
2303 service during breakdowns, and in case of natural disaster or other emergency,
2304 including the events described in Section 14.09.

2305 **8.02 COLLECTION STANDARDS**

2306 A. **Reserved**

2307 B. **Servicing Containers and Missed Pick-Ups**

2308 1. General. Contractor shall Collect the contents and return each Container to the
2309 location where the Occupant properly placed the Container for Collection.
2310 Contractor shall place the Containers upright with lids properly closed and
2311 secured.

2312 Contractor shall use due care when handling Containers. Contractor shall not
2313 throw, roughly handle, damage, or break Containers.

2314 Upon Customer request, Contractor shall provide special services including:
2315 unlocking and locking Containers; accessing locked Container enclosures (e.g.,
2316 with a key or combination lock); providing Container Relocation Service; and,
2317 providing Long Distance Service. Contractor shall provide these services upon
2318 request from Customer and Contractor shall bill Customer at Agency-approved
2319 Charges specified in Attachment Q. Section 5.02 provides additional information
2320 on general Container service requirements, Long Distance Service, and
2321 Container Relocation Service.

2322 2. Missed Pick-Ups. When notified of a missed pick-up, Contractor shall Collect the
2323 Solid Waste, Targeted Recyclable Materials, or Organic Materials on the day the
2324 notice is received, if possible, and in all cases shall Collect the missed pick-up
2325 by 6:00 p.m. of the next Business Day following receipt of the missed pick-up
2326 notification.

2327 C. **New Customers and Change in Service Levels.** Contractor shall deliver
2328 Containers and initiate Collection services for a new Customer within five (5)
2329 Business Days of the Customer's request for service. If an existing Customer
2330 requests a change in the number or size of their Solid Waste, Recyclable Materials,

2331 or Organic Materials Containers and/or frequency of Collection, the Contractor shall
2332 deliver additional Containers and/or remove Containers and shall initiate changes in
2333 the Collection services within five (5) Business Days of the Customer's request for a
2334 change in service.

2335 **D. Separate Collection of Materials and Allocation of Agency Materials.** Contractor
2336 shall separately Collect and segregate Solid Waste, Targeted Recyclable Materials,
2337 and Organic Materials from each other and shall not Commingle these materials at
2338 any time during the transportation or delivery of those materials to the Designated
2339 Transfer and Processing Facility. Solid Waste, Targeted Recyclable Materials, and
2340 Organic Materials Collected in the Agency, which are combined with materials
2341 Collected from other SBWMA Member Agencies, shall be allocated by Contractor to
2342 the Agency's Collection program based on volume or Tonnage using a method
2343 approved by the Agency and SBWMA. Contractor shall not Collect materials from
2344 within Agency in the same Collection vehicles used to provide Collection service to
2345 non-SBWMA Member Agencies, unless provided written approval by Agency.

2346 **E. Setout Instructions to Customer.** Contractor shall instruct Customers as to any
2347 preparation of Solid Waste, Targeted Recyclable Materials, or Organic Materials and
2348 the proper placement of Containers. If Customers are not adhering to Contractor's
2349 instructions, Contractor shall notify such Customers in writing. In cases of extreme
2350 or repeated failure to comply with the instructions, Contractor may decline to pick-up
2351 the Targeted Recyclable Materials or Organic Materials provided that Contractor
2352 leaves an adequate number of non-Collection notices on the Container, as
2353 determined by the Agency, indicating the reason for refusing to Collect the material.
2354 Such notices shall also identify the steps Generator must take to recommence
2355 Collection service.

2356 **F. Non-Collection Notices.** Contractor may choose not to Collect materials for the
2357 following reasons: (i) Source Separated or Targeted Recyclable Materials or Organic
2358 Materials do not comply with the allowable Contamination thresholds; (ii) materials
2359 contain Hazardous Waste; or (iii) the loaded weight of a Container exceeds the
2360 maximum load limit specified by the Cart manufacturer and specified in Attachment
2361 D. In such case, Contractor shall issue non-Collection notices stating the reason(s)
2362 the materials were not Collected. The non-Collection notice shall be affixed
2363 prominently onto the Cart to ensure that it is not inadvertently removed from Cart due
2364 to weather conditions. The non-Collection notices must be protected from rain, if
2365 precipitation is present or forecasted, by placing the notice in a clear plastic bag prior
2366 to affixing to Cart.

2367 Contractor shall document the use of non-Collection notices by recording the date
2368 and time of issuance, address of service recipient, reason(s) for issuance, name of
2369 employee who issued the notice, and truck and route numbers. The notice shall
2370 conform to the requirements specified in Section 6.03.A, be at least two inches by six
2371 inches (2" x 6") in size and shall be approved by the SBWMA. The non-Collection
2372 notices must identify the steps the Generator must take to recommence Collection
2373 service. In the event a Container is not Collected due to excessive Contamination and
2374 Customer does not take the necessary steps to recommence Collection service,
2375 Contractor shall bill the Customer for Collection of the excessive Contamination at
2376 Agency-approved Charges specified in Attachment Q. The Agency-approved
2377 Charges includes: (i) a return trip Charge, and, (ii) an extra Solid Waste Collection
2378 Charge.

2379 Contractor shall report monthly to Agency any non-Collection notices issued.
2380 Contractor shall take direction from the Agency with regard to termination or
2381 reinstatement of service to a service recipient due to numerous non-Collection notices
2382 issued to the same Customer.

2383 **G. Collection of Excess Materials (Overages).** Contractor shall direct its employees
2384 to Collect an Overage on two (2) occasions each Rate Year at no additional cost to
2385 Customer. Contractor must provide a notice to Customer documenting the Overage
2386 in order to count the Overage Collection towards the allocated two (2) per Rate Year
2387 for each Customer. Customers that place an Overage for Collection for a third and
2388 subsequent events, may be assessed an Overage fee by Contractor if Contractor has
2389 directly contacted the Customer via a phone call or voice message notifying them of
2390 the Overage Collected. Contractor shall bill Customer for a third and subsequent
2391 Overage events at Agency-approved Charges specified in Attachment Q. Contractor
2392 shall provide Customers the opportunity to request an Overage Collection service in
2393 advance. In such case, Contractor shall bill the Customer at the Agency-approved
2394 Charge specified in Attachment Q.

2395 Contractor shall provide Customers the opportunity to subscribe to Overage
2396 Collection service, in advance, or purchase Overage bag(s) from the Contractor.
2397 Contractor shall provide Customers the opportunity to purchase Overage bags
2398 through its Customer service department or electronically via Contractor's website.
2399 The Overage bag(s) shall have markings identifying it as the Contractor's Overage
2400 bag. Contractor shall mail or deliver Overage bags to Customers within three (3)
2401 Business days of Customer's request. The Charge for Overage bags is specified in
2402 Attachment Q and includes all aspects of purchasing the bags, printing, and
2403 distribution (i.e., mailing or direct delivery by Contractor). Customers shall also be
2404 provided the opportunity to purchase Overage bags at Contractor's local office. The
2405 quantity of Overage bags per request from Customer shall be limited to five (5) per
2406 request.

2407 If the Agency and/or Contractor receive numerous Complaints (as determined by the
2408 Agency) from Customers regarding Customer dissatisfaction with the requirement to
2409 purchase Overage bags, the Agency reserves the right to require the Contractor to
2410 modify its Overage program to better serve its Customers and/or require the
2411 Customer to subscribe to additional Collection service.

2412 **H. Care of Private Property.** Contractor shall not damage private property. Contractor
2413 shall ensure that its employees: (i) close all gates opened in making Collections,
2414 unless otherwise directed by the Customer, (ii) do not cross landscaped areas, and
2415 (iii) do not climb or jump over hedges and fences.

2416 Agency shall refer Complaints about damage to private property to Contractor.
2417 Contractor shall repair, to its previous condition, all damage to private or public
2418 property caused by its employees.

2419 Contractor shall endeavor to resolve all claims regarding damage to private property
2420 as soon as reasonably practicable following receipt thereof, made by Owners or
2421 Occupants of property served by Contractor, for damages to property including, but
2422 not limited to, Containers. In the event such damage shall have been caused by the
2423 negligence or intentional acts of Contractor, its officers, agents, or employees,
2424 Contractor shall promptly repair or replace such damaged property. The provisions
2425 of this Section 8.02.H shall not be deemed a limitation upon any other provisions of

2426 this Agreement, or any rights or remedies which may accrue to Agency by reason of
2427 Contractor's acts or omissions to act hereunder. Contractor is required to repair
2428 damage and/or resolve claims regarding damage to property within thirty (30) Days
2429 of receipt of the Complaint.

2430 This Section 8.02.H shall not apply to damage to public or private roads or driveways
2431 caused by the weight of Contractor's vehicles. If a Customer requests Contractor to
2432 provide on-premises (i.e., non-Curbside) service, and in doing so would require
2433 Contractor to drive its Collection vehicle on a private road or driveway, then, as a
2434 condition to providing that service, Contractor shall require the Customer, property
2435 owner, or other responsible party to sign a reasonable waiver releasing Contractor
2436 from liability for such damage.

2437 **I. Litter Abatement**

2438 1. Minimization of Spills. If any Solid Waste, Targeted Recyclable Materials, or
2439 Organic Materials are spilled or scattered during Collection or transportation
2440 operations, the Contractor shall promptly clean up all spilled and scattered
2441 materials. Contractor shall use due care to prevent vehicle oil, vehicle fuel, or
2442 other liquids from being spilled during Collection or transportation operations
2443 including maintenance of the Collection vehicles to minimize and correct any
2444 leaks. Contractor shall ensure that all liquid spills or leaked liquids or fluids are
2445 cleaned up promptly on the same day that they occur.

2446 Contractor shall not transfer loads from one vehicle to another on any public
2447 street, unless it is necessary to do so because of mechanical failure, emergency
2448 (e.g., combustion of material in the vehicle), accidental damage to a vehicle, or
2449 unless approved by the Agency.

2450 2. Clean-Up. During Collection operations, the Contractor shall clean-up litter in
2451 the immediate vicinity of any Container storage area (including the areas where
2452 Containers are delivered for Collection) if Contractor's actions are the cause of
2453 the litter. Each Collection vehicle shall be equipped with protective gloves, a
2454 broom, and shovel at all times for cleaning up litter. Absorbent material shall be
2455 carried on each Collection vehicle at all times and used by Contractor for
2456 cleaning up liquid spills. The Contractor shall document and discuss instances
2457 of repeated spillage not caused by it with the Customer where spillage occurs,
2458 and Contractor shall report such instances to Agency. If the Contractor has
2459 attempted to have a Customer stop creating spillage but is unsuccessful, the
2460 Agency will attempt to rectify such situation with the Customer. Contractor shall
2461 coordinate with Agency regarding Agency street cleaning activities to minimize
2462 litter.

2463 3. Covering of Loads. Contractor shall cover all open Drop Boxes with an Agency-
2464 approved cover, at the Collection location before transporting materials to the
2465 Designated Transfer and Processing Facility.

2466 J. **Noise.** All Collection operations shall be conducted as quietly as possible and shall
2467 conform to applicable federal, State, County, and Agency noise level regulations.
2468 Contractor shall promptly resolve any Complaints of noise to the satisfaction of the
2469 Agency.

2470 K. **Route Books and Route Maps.** For each Collection route, Contractor shall maintain
2471 a route book and route map that documents each Customer on the route, their service

2472 address, service level, and the order in which Customers shall be serviced (e.g., the
2473 order in which routes shall be driven). Contractor shall distribute new route books
2474 and route maps to its Collection vehicle drivers as frequently as necessary; and each
2475 driver shall note differences in the service levels shown in the route book, adding and
2476 subtracting Customers and service levels, as necessary. Route supervisors shall
2477 periodically check the routes to ensure that drivers are providing service in
2478 accordance with their route books. Contractor shall provide Agency with route books
2479 and maps including assessor parcel data when available within ten (10) Business
2480 Days of request.

2481 L. **Change in Collection Schedule.** Contractor shall notify Agency a minimum of sixty
2482 (60) Business Days prior to a change in the Residential Collection schedule or two
2483 (2) weeks for minor adjustments (defined as less than the average size of a single
2484 route per the Collection service metrics delineated in the prior year's Compensation
2485 Application), and shall request approval of Contractor's notice to Residential
2486 Customers thirty (30) Business Days prior to a change in Service Day, unless this
2487 requirement is waived in writing by Agency. Contractor shall notify Owners and
2488 Occupants of Residential Premises not later than ten (10) Business Days prior to any
2489 change in Residential Collection operations which results in a change in the day on
2490 which Solid Waste, Targeted Recyclable Materials, and Organic Materials Collection
2491 occurs. Contractor shall not permit any Customer to go more than five (5) Business
2492 Days without service in connection with a Collection schedule change.

2493 **8.03 UNLOADING MATERIALS AT THE DESIGNATED TRANSFER AND PROCESSING** 2494 **FACILITY**

2495 Contractor shall be required to unload at the Designated Transfer and Processing Facility
2496 all materials from its Collection vehicles by its own personnel. Contractor shall be required
2497 to ensure that unloaded materials are properly placed in the designated areas and
2498 containers as directed by Operator and SBWMA. For example, Contractor shall be
2499 required to deposit at the Designated Transfer and Processing Facility Batteries and Cell
2500 Phones, Used Motor Oil, and Used Motor Oil Filters in the containers provided by Operator
2501 and designated for storage of these materials. Contractor shall cooperate with Operator
2502 to ensure its Collection vehicles unload Solid Waste, Targeted Recyclable Materials,
2503 Organic Materials, and other materials (e.g., Batteries, Cell Phones, Used Motor Oil, and
2504 Used Motor Oil Filters) Collected by Contractor in the locations designated by Operator
2505 and SBWMA.

2506 **8.04 VEHICLES**

2507 A. **General.** Contractor shall provide a fleet of Collection vehicles sufficient in number
2508 and capacity to efficiently perform the work required by the Agreement in strict
2509 accordance with its terms. Contractor shall have available sufficient back-up vehicles
2510 for each type of Collection vehicle used (e.g., side loader, front loader, and roll-off
2511 vehicles) to respond to mechanical breakdowns, Complaints, and emergencies.
2512 Contractor shall maintain a spare ratio of ten percent (10%) for all Collection vehicles
2513 used in the SBWMA Service Area. It is contemplated that, as of the Commencement
2514 Date, all Collection vehicles will be vehicles that Contractor purchased during the term
2515 of the 2009 Franchise Agreement and will be nearing the end of their useful life.

2516 Contractor shall purchase and place into service after the Commencement Date all
2517 new vehicles to replace its Collection vehicles and other vehicles used by Contractor
2518 in the SBWMA Service Area in accordance with the Contractor-prepared equipment

2519 replacement schedule in Attachment N. The new vehicles shall replace all vehicles in
2520 service on the Commencement Date. The vehicles shall be purchased and placed in
2521 service in accordance with the timeline shown in Attachment N unless an alternative
2522 timeline is agreed upon by the SBWMA provided that all new vehicles shall be in
2523 service on or before June 15, 2026. The estimated depreciation and interest
2524 expenses for the acquisition of new vehicles shall be included in Contractor's
2525 Compensation for 2021 and adjustments during the Term shall be made in
2526 accordance with Attachment K. Agency has no responsibility to pay Contractor for
2527 remaining net book value of any Vehicles, Containers, or other equipment that is not
2528 fully depreciated at end of Term, unless Agency elects to purchase Containers
2529 pursuant to Section 8.05.F of the Agreement.

2530 At no time after the Commencement Date shall any vehicle used to perform the
2531 services required under this Agreement exceed fifteen (15) years of age from the first
2532 date the vehicle was registered unless agreed upon by the SBWMA. Collection
2533 vehicles and other vehicles whose acquisition costs are included in the calculation of
2534 Contractor's Compensation may be used only in the SBWMA Service Area.

2535 **B. General Vehicle Specifications**

2536 1. All vehicles used by Contractor in providing Solid Waste, Targeted Recyclable
2537 Material, and Organic Material Collection services shall be registered with the
2538 California Department of Motor Vehicles.

2539 2. All Collection vehicles shall have leak-proof bodies designed to prevent leakage,
2540 spillage, and/or overflow and shall be designed so that Collected materials are
2541 not visible.

2542 3. All vehicles shall comply with California Environmental Protection Agency (EPA)
2543 noise emission regulations and California Air Resources Board air quality
2544 regulations and other applicable pollution control regulations.

2545 4. All Collection vehicles shall have cameras to monitor driving and loading
2546 activities including, at a minimum: (i) back-up cameras mounted at the rear and
2547 side of the vehicle; and, (ii) a hopper camera clearly displaying the contents of
2548 the hopper prior to compaction.

2549 5. Contractor shall be required to operate an adequate number of Collection
2550 vehicles that shall be capable of servicing hard-to-service areas and accessing
2551 long driveways in the Service Area.

2552 6. All Collection vehicles shall be capable of unloading materials in the Designated
2553 Transfer and Processing Facility buildings taking clearance heights, especially
2554 in the MRF, into consideration.

2555 7. All Collection vehicles shall be equipped with and shall utilize on-board
2556 computers and GPS tracking devices with real-time transmission to all levels of
2557 Contractor's operations. The on-board computer system shall: (i) capture all
2558 operations data needed to complete the Contractor's reporting requirements for
2559 this Agreement; (ii) capture all operating data needed to prepare the Contractor's
2560 Application; and (iii) allow Customer service staff direct real-time access to driver
2561 data including vehicle location, Container set-out and service data, and notes
2562 regarding service issues.

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8. All Collection vehicles shall be equipped with a broom, shovel, absorbent materials, and other approved cleanup devices and materials for emergencies, or any spillage or leaks that may occur.
 9. Route supervisors and management personnel shall use one-half (0.5) Ton hybrid pickup trucks while performing services.
 10. Contractor developed preliminary specifications for vehicles that will be purchased and placed into service after the Commencement Date. These specifications, which were the basis for Contractor's vehicle depreciation and interest costs (presented in Attachment N), are presented in Attachment P. At least eighteen (18) months prior to Contractor's initial acquisition of new Collection vehicles to be placed into service after January 1, 2021, Contractor shall meet and confer with the SBWMA to discuss the type of vehicles to be purchased and fuel options. The Agency and SBWMA may be interested in considering different fuel options with the goal of minimizing the air emission impact of the Collection vehicles. At the request of the Agency or SBWMA, Contractor shall provide vehicle information, specifications, and fuel options and a cost impact analysis of various fueling options. Contractor shall obtain the SBWMA's approval in the fuel selection prior to ordering new Collection vehicles. SBWMA recognizes that Contractor's vehicle purchase plan anticipates purchases over multiple years. This meet and confer obligation is intended to occur prior to Contractor's initial purchase of new Collection vehicles to discuss a strategy for all vehicles purchased after January 1, 2021 unless Parties agree otherwise.
- C. **Vehicle Identification.** Contractor's name, local telephone number, and a unique vehicle identification number designated by Contractor for each vehicle shall be prominently displayed on all four (4) sides of the vehicles, in letters and numbers with a maximum five (5) digit sequence, that are no less than two and one-half (2.5) inches in height. Contractor shall not place any other information or logo on Contractor vehicles, unless approved in writing by SBWMA. Vehicles shall be clearly labeled to indicate the materials Collected by that vehicle, specifically; "Solid Waste," "Recyclables," or "Organic Materials," as directed by SBWMA.
- D. **Inventory.** Contractor shall furnish the Agency and SBWMA a written inventory of all vehicles used in providing service, and shall update the inventory annually. The inventory shall list all vehicles by manufacturer, identification number, date of acquisition, type, capacity, decibel rating, average weight of load, and average loaded axle weights.
- E. **Cleaning and Maintenance**
1. General. Contractor shall maintain all of its properties, vehicles, facilities, and equipment used in providing service under this Agreement in a good, safe, neat, clean, and operable condition at all times.
 2. Cleaning. Vehicles used in the Collection of Solid Waste, Targeted Recyclable Materials, and Organic Materials shall be thoroughly washed, and thoroughly steam cleaned weekly so as to present a clean appearance. Agency may inspect vehicles at any time to determine compliance with this Agreement. Contractor shall also make vehicles available to the San Mateo County Health Department for inspection, at any frequency it requests.

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3. Repainting or Refurbishing. Contractor shall repaint or refurbish to the satisfaction of the Agency all vehicles used in the Collection of Solid Waste, Targeted Recyclable Materials, and Organic Materials within thirty (30) Business Days' notice from Agency, if Agency determines that their appearance warrants painting. The cost for Agency-directed repainting shall be incurred by Contractor.
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4. Maintenance. Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule or in accordance with California Highway Patrol standards, whichever are more stringent. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to Agency upon request. Hydraulic oil, engine oil, and other spills from Collection vehicles in the Service Area are a concern to the Agency. Contractor shall include as part of maintenance activities a process for tracking the number and nature of automotive spills (type of fluid, amount lost, failure point) and diagnosing the cause of those spills. Based on the results of the process, Contractor shall implement appropriate corrective actions to address issues that are contributing factors to vehicle spills (e.g., revise specifications for specific part failures, revise preventative maintenance schedule to address timing of failures), so that each occurrence is controlled and minimized.
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5. Repair. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown, hydraulic oil or engine oil leaks, or any other cause so as to maintain all equipment in a safe and operable condition. If an item of repair is covered by a warranty, Contractor shall obtain warranty performance. Contractor shall maintain accurate records of repair, which shall include the date and mileage, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.
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6. Storage. Contractor shall arrange to store all vehicles and other equipment in safe and secure location(s) in accordance with all applicable zoning regulations.
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- F. **Operation.** Vehicles shall be operated in compliance with federal, State, and local laws and regulations including, but not limited to, the California Vehicle Code, the regulations of the California Air Resources Board (CARB) Waste Collection Vehicle Regulations as established in the California Code of Regulations Title 13 Section 2700 et seq.; and all applicable safety and local ordinances. Annually, Contractor shall provide the SBWMA and Agency with documentation of such compliance for each vehicle. For example, with regard to CARB regulations, such documentation shall demonstrate, at a minimum, the vehicle number, make, model, year, control technology used or planned, and the year that the control technology was applied or is planned to be applied. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by federal, State, or local weight restrictions on vehicles or roads.
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- Contractor equipment used for Collection services shall be registered with the California Department of Motor Vehicles. Equipment shall comply with US EPA noise emission regulations, currently codified at 40 CFR Part 205, and other applicable

2656 noise control regulations, and shall incorporate noise control features throughout the
2657 entire vehicle.

2658 Annually, Contractor shall have each Collection vehicle weighed at the Designated
2659 Transfer and Processing Facility to determine the unloaded weight (“tare weight”) of
2660 the vehicle, and the total loaded weight of each load delivered to the Designated
2661 Transfer and Processing Facility. Upon a major repair that could affect the Collection
2662 vehicle tare weight, Contractor shall have the Collection vehicle re-weighed to
2663 establish a new tare weight. Contractor shall track and make adjustments to routes
2664 to eliminate ongoing over-weights associated with individual routes.

2665 **8.05 CONTAINERS**

2666 A. **General.** Contractor shall provide all Containers, Bins, Kitchen Pails, and Drop
2667 Boxes, as appropriate, to all Customers as part of its obligations under this
2668 Agreement. Contractor shall ensure that Agency encroachment or other required
2669 permits are obtained by Customer prior to delivering Containers. As of the
2670 Commencement Date, all Containers may be used. Contractor-provided Containers
2671 shall be designed and constructed to be watertight and prevent the leakage of liquids.
2672 All Carts shall be manufactured by injection or rotational molding methods; contain
2673 post-consumer content; and meet the Container design and performance
2674 requirements provided in Attachment D – Container Specifications. Containers
2675 provided to Customers shall have a useful life of ten (10) years as evidenced by a
2676 manufacturer’s warranty or other documentation acceptable to the Agency.

2677 All Containers with a capacity of one (1) cubic yard or more shall meet applicable
2678 federal, State, and local regulations for Bin safety; shall be covered with attached lids;
2679 and shall have the capability to be locked if required or requested by Customer or
2680 Agency.

2681 All Containers shall be maintained in a safe, serviceable, and functional condition.

2682 B. **Container Specifications**

2683 1. Sizes. The Container sizes to be provided to Single-Family, Multi-Family,
2684 Commercial, and Agency Facility Customers are specified in Attachment D.
2685 Contractor shall provide Customers with a choice of Container capacities
2686 specified in Attachment D, and Customers may select their preferred Container
2687 size(s).

2688 2. Color. The colors of the Containers provided to Single-Family, Multi-Family,
2689 Commercial, and Agency Facility Customers are specified in Attachment D.

2690 3. Loading. Minimum allowable loading requirements for the Bin and Drop Box
2691 contents shall be approved by the Agency prior to purchase based on the
2692 minimum manufacturer’s load limits, as specified in Attachment D.

2693 C. **Container Labeling.** Contractor shall label each Container with white, hot-stamped
2694 lettering, and in-mold or heavy duty vinyl adhesive labels with graphics, illustrations,
2695 or artwork that clearly conveys the type of materials (e.g., Solid Waste, Recyclable
2696 Materials, cardboard, mixed paper, Organic Materials, wood waste, metal, etc.) to be
2697 placed in the Container for Collection. The labeling shall be positioned on each
2698 Container so it is visible to the Customer and Collection vehicle drivers on the front
2699 side, and top. The labeling shall be durable and weather resistant to outdoor
2700 conditions and have a minimum ten (10) year lifetime.

2701 All Containers shall prominently display information and graphics agreed upon by
2702 Agency, SBWMA, and Contractor pursuant to Article 7.

2703 Final Container labeling layout, graphics, and text shall be approved by the Agency
2704 and SBWMA prior to distribution to Customers.

2705 D. **Cleaning and Painting.** Contractor shall be responsible for steam cleaning and
2706 repainting all Containers, except Carts, to present an aesthetically pleasing clean
2707 appearance and to ensure this equipment is safely maintained and operationally
2708 sound. Contractor shall repaint all used Containers on an as needed basis. Upon
2709 Customer's request, Contractor shall steam clean all Solid Waste and Recyclable
2710 Materials Containers (or exchange existing Containers with clean Containers) twice
2711 annually, except Carts provided to Residential Premises, which Contractor is not
2712 obligated to clean or exchange. Contractor shall clean all Organic Materials
2713 Containers (or exchange existing Containers with clean Containers) quarterly, except
2714 Carts provided to Residential Premises, which Contractor is not obligated to clean or
2715 exchange. Contractor shall offer additional cleaning (or clean Container exchange)
2716 to Customers requesting such service and shall bill Customers for such cleaning (or
2717 Container exchange) at Agency-approved Charges specified in Attachment Q.

2718 Contractor shall be responsible for cleaning Containers at no additional charge to
2719 Customer to ensure that nuisance or public health concerns associated with vectors
2720 are addressed within two (2) Business Days after receipt of notification of said
2721 condition.

2722 If any Container is impacted by graffiti, Contractor shall remedy the situation within
2723 forty-eight (48) hours of being notified.

2724 E. **Repair and Replacement.** Contractor shall repair or replace all Containers damaged
2725 by Collection operations (e.g., vehicle apparatus interface) or otherwise inoperable
2726 (e.g., due to regular wear and tear) within three (3) Business Days of being notified
2727 by Customer or observing the damaged Container. If the repair or replacement
2728 cannot be completed within three (3) Business Days, the Contractor shall notify
2729 Customer and provide a Container of the same size or larger until the original
2730 Container can be replaced.

2731 At no additional cost, Contractor shall replace Customer Carts that have been stolen,
2732 lost, damaged, or destroyed within five (5) Business Days. Contractor shall allow
2733 Customer to exchange Containers for a Container of a different size at no additional
2734 cost and shall replace Containers within five (5) Business Days of Customer request.

2735 The Contractor recognizes that the majority of Containers in service on the
2736 Commencement Date have nearly reached the end of their useful life or will reach the
2737 end of the useful life during the Term of the Agreement. Contractor has planned to
2738 replace Containers that have reached the end of their useful life on a rolling basis
2739 over the Term of the Agreement. Contractor's estimated depreciation and interest
2740 expense for Container replacement over the Term and these expenses are included
2741 in Contractor's Compensation in the amount specified in Attachment K. Contractor
2742 shall not be entitled to an adjustment to Contractor's Compensation or Rates for
2743 Container replacements purchased during the Term of the Agreement.

2744 F. **Agency's Rights to Containers.** All Carts, Bins, and Drop Boxes purchased or
2745 leased by Contractor and put into service at Customers' Premises before the first
2746 anniversary of the Commencement Date shall become property of the Agency upon

2747 expiration or early termination of this Agreement. All Carts, Bins, and Drop Boxes
2748 purchased or leased and put into service at Customers' Premises on or after the first
2749 anniversary of the Commencement Date that have not been fully depreciated shall
2750 be available to the Agency, at the Agency's option, at their net book value, upon
2751 expiration or early termination of this Agreement.

2752 At its sole discretion, the Agency may elect not to exercise its rights under this
2753 subsection. In such case, the Containers shall remain the property of the Contractor
2754 upon the expiration or earlier termination of this Agreement. In such case, Contractor
2755 shall be responsible for removing all Containers in service from Premises. Contractor
2756 shall do so within ten (10) Business Days after such expiration or earlier termination
2757 or in accordance with an alternative Container removal schedule agreed upon by the
2758 Parties, provided that Agency has notified Contractor at least ninety (90) Days before
2759 such expiration or earlier termination whether or not it intends to acquire the
2760 Containers.

2761 G. **Lock Service (Key Service).** In order to promote security, respond to Customer
2762 needs, and minimize the impact or occurrence of illegal dumping and theft of
2763 Recyclable Materials, Contractor will provide to Customers, at the Agency-approved
2764 Charges specified in Attachment Q, locks for enclosures used to store Containers or
2765 locks for Containers and ensure the enclosures or Containers are locked after
2766 providing Collection Service.

2767 Only Contractor, Agency, and the participating Customers will be provided with a key
2768 to the enclosures and access to the Containers. The Contractor shall prominently
2769 display the service schedule on the enclosure and any changes in service shall be
2770 displayed on the enclosure by Contractor within one (1) Business Day of making the
2771 change. If the Carts or Bins are left "outside" in a designated area, each Container
2772 will be locked (keyed alike), and only Contractor staff, Agency staff, and the
2773 participating Customers will be provided with a key to access the Containers. At least
2774 once each calendar year, Contractor's route supervisor shall visit each of the
2775 participating Customers with shared Containers, respond to any questions or
2776 concerns, check the areas for contamination, litter, or damage and change the lock
2777 and distribute new "keyed alike" keys to Agency staff and Customers.

2778 8.06 PERSONNEL

2779 A. **General.** Contractor shall furnish such qualified drivers, mechanical, supervisory,
2780 customer service, clerical, and other personnel as may be necessary to provide the
2781 services required by this Agreement in a safe, thorough, professional, and efficient
2782 manner and shall provide, at a minimum, the number and type of personnel listed in
2783 Attachment O in total for the SBWMA Service Area. All personnel furnished by
2784 Contractor shall be subject to the "relationship of parties" provisions of Section 15.01.

2785 B. **Reserved.**

2786 C. **Collective Bargaining Agreements.** If Contractor negotiates a new collective
2787 bargaining agreement with a union representing its employees, or an amendment to
2788 a collective bargaining agreement currently in force, either of which increases wages
2789 or benefits greater than wage and benefit costs included in Contractor's
2790 Compensation (through adjustments described in Article 11 and Attachment K), the
2791 Agency is not required to include costs attributable to the increased wages or benefits
2792 in Contractor's Compensation during the Term of the Agreement.

- 2793 D. **Approval of Management.** Contractor recognizes the importance of establishing a
2794 successful relationship between its management and Agency and SBWMA staff.
2795 Before extending an offer of employment for the position of general manager, both
2796 initially and throughout the Term, Contractor shall provide the SBWMA with the
2797 description of the proposed position; an opportunity to review and comment upon the
2798 position description, the background, experience, and qualifications of each
2799 candidate being considered for the position, and an opportunity to meet with each
2800 candidate. Contractor shall give thoughtful consideration to the SBWMA's comments
2801 on the descriptions of the proposed position and each candidate, but shall have the
2802 ultimate right to make employment decisions in its best business judgment.
- 2803 If the Agency is dissatisfied with the performance of the management personnel, the
2804 Agency shall contact the general manager to discuss the employee's performance.
2805 If the Agency is dissatisfied with the general manager, the Agency shall contact the
2806 group manager to discuss the general manager's performance.
- 2807 Contractor shall advise the affected management employee of any complaints made
2808 by the Agency regarding the employee's performance. The Parties shall meet and
2809 confer in good faith to address the Agency's concerns, and shall agree on a corrective
2810 course of action to be implemented immediately. Contractor agrees to consider in
2811 good faith, but shall not be bound by, any requests by the Agency to transfer or re-
2812 assign a management employee should the Agency maintain in good faith that it can
2813 no longer work constructively with said employee.
- 2814 E. **Provision of Field Supervision.** Contractor shall designate qualified employees as
2815 supervisors of field operations. The field supervisor shall devote their time in the field
2816 supervising, managing, and monitoring Collection operations for reliability, quality,
2817 efficiency, safety, and for responding to Complaints. The number of field supervisors
2818 is specified in Attachment O in total for the SBWMA Service Area.
- 2819 F. **Driver Qualifications.** All drivers shall be trained and qualified in the operation of
2820 Collection vehicles, and must have in effect a valid license, of the appropriate class,
2821 issued by the California Department of Motor Vehicles. Contractor shall use the Class
2822 II California Department of Motor Vehicles employer "Pull Notice Program" to monitor
2823 its drivers for safety.
- 2824 G. **Customer Service Representative Training.** Customer service representatives
2825 shall be trained on specific Agency service requirements, a minimum of once per
2826 quarter. An Agency information sheet shall be provided to each Customer service
2827 representative for easy reference of Agency requirements and general Customer
2828 needs. Contractor shall provide the information sheet, training agenda, and
2829 associated documentation within five (5) Business Days of request from Agency.
- 2830 H. **Safety Training.** Contractor shall provide suitable operational and safety training for
2831 all of its employees who operate Collection vehicles or equipment or who are
2832 otherwise directly involved in such Collection. Contractor shall train its employees
2833 involved in Collection to identify, and not to Collect, Hazardous Waste, or Infectious
2834 Waste. Upon the Agency's request, Contractor shall provide a copy of its safety policy
2835 and safety training program, the name of its safety officer, and the frequency of its
2836 trainings.
- 2837 I. **No Gratuities.** Contractor shall not permit its employees to demand or solicit, directly
2838 or indirectly, any additional compensation or gratuity from members of the public for

2839 Collection services or accept gratuities or compensation in exchange for additional
2840 Collection services.

2841 J. **Employee Conduct and Courtesy.** Contractor shall employ only competent and
2842 qualified personnel who serve the public in a courteous, helpful, and impartial
2843 manner. Contractor shall use its best efforts to assure that all employees present a
2844 neat appearance and conduct themselves in a courteous manner. Contractor shall
2845 regularly train its employees in Customer courtesy, shall prohibit the use of loud or
2846 profane language, and shall instruct Collection employees to perform the work as
2847 quietly as possible. If any employee is found not to be courteous or not to be
2848 performing services in the manner required by this Agreement, Contractor shall take
2849 all appropriate corrective measures. The Agency may require Contractor to reassign
2850 an employee, if the employee has conducted himself or herself inconsistently with the
2851 terms of this Agreement.

2852 Contractor shall adopt policies and procedures consistent with State and federal law
2853 that ensure a sober and drug-free workplace. This includes strictly prohibiting
2854 unlawful manufacture, distribution, possession, or use of any controlled substance in
2855 the workplace, regardless of whether the employee is on duty at the time. Further,
2856 the policies and procedures shall prohibit an employee from operating either Agency
2857 or Contractor equipment and vehicles (whether on or off duty) while under the
2858 influence of alcohol or drugs. The purpose of these policies and procedures is to
2859 ensure workplace safety, productivity, efficiency, and the quality of Contractor's
2860 service to Customers.

2861 K. **Uniforms.** While performing services under this Agreement, all Contractor's
2862 employees performing field service shall be dressed in clean uniforms and shall wear
2863 visible identification that include the employee's name and/or employee number, and
2864 Contractor's name. Uniform type, style, colors, and any modifications may be subject
2865 to approval by the Agency.

2866 **8.07 HAZARDOUS WASTE INSPECTION AND HANDLING**

2867 A. **Inspection Program and Training.** Contractor is required to inspect Solid Waste,
2868 Targeted Recyclable Materials, Organic Materials, and other materials put out for
2869 Collection and may reject Solid Waste, Targeted Recyclable Materials, Organic
2870 Materials, and other materials observed to be contaminated with Hazardous Waste
2871 and not Collect Hazardous Waste put out with Solid Waste, Targeted Recyclable
2872 Materials, and Organic Materials. Contractor shall develop a load inspection program
2873 that includes the following components: (i) personnel and training; (ii) load checking
2874 activities; (iii) management of wastes; and (iv) record keeping and emergency
2875 procedures.

2876 Contractor's load checking personnel, including its Collection vehicle drivers, shall be
2877 trained in: (i) the effects of Hazardous Substances on human health and the
2878 environment; (ii) identification of prohibited materials; and (iii) emergency notification
2879 and response procedures. Collection vehicle drivers shall inspect Containers before
2880 Collection when practical.

2881 B. **Response to Hazardous Waste Identified During Collection.** Under no
2882 circumstances shall Contractor's employees knowingly Collect Hazardous Waste or
2883 remove unsafe or poorly containerized Hazardous Waste from a Collection Container.
2884 If Contractor determines that material placed in any Container for Collection is

2885 Hazardous Waste or other material that may not legally be accepted or safely
2886 processed at the Designated Transfer and Processing Facility or presents a hazard
2887 to Contractor's employees, or those at the Designated Transfer and Processing
2888 Facility, the Contractor shall have the right to refuse to accept such material. The
2889 Generator shall be contacted by the Contractor and requested to arrange proper
2890 Disposal. If the Generator cannot be reached immediately, the Contractor shall,
2891 before leaving the Premises, leave a non-collection notice, which indicates the reason
2892 for refusing to Collect the material and lists the phone number for the San Mateo
2893 County Household Hazardous Waste Facility, or other resources as directed by
2894 Agency. Contractor's environmental technician shall be notified to handle the issue
2895 with the Generator. The Contractor's environmental technician shall be required to
2896 guide the Generator to safely containerizing the Hazardous Waste and shall explain
2897 the Generator's options for proper disposition of such material.

2898 If Hazardous Waste is found in a Collection Container or Collection area that could
2899 possibly result in imminent danger to people or property, the Contractor shall
2900 immediately notify the Agency's Fire Department using the nine-one-one (911)
2901 emergency telephone number. The Contractor shall notify the Agency of any
2902 Hazardous Waste identified in Containers or left at any Premises within twenty-four
2903 (24) hours of identification of such material.

2904 **C. Response to Hazardous Waste Identified at Designated Transfer and**
2905 **Processing Facility.** Contractor shall not knowingly deliver Unpermitted Material to
2906 the Designated Transfer and Processing Facility. The Operator shall use reasonable
2907 business efforts and standard industry practices to detect and discover Unpermitted
2908 Material at the facility and shall not knowingly accept Unpermitted Material. In the
2909 event that Unpermitted Material is delivered to the Designated Transfer and
2910 Processing Facility, the Operator shall be entitled to pursue whatever remedies, if
2911 any, it may have against the Generator or Person(s) bringing such Unpermitted
2912 Material to the Designated Transfer and Processing Facility provided that in no case
2913 shall the Agency be considered the Person bringing such Unpermitted Material to the
2914 Designated Transfer and Processing Facility.

2915 Contractor acknowledges that in the event the operator identifies Unpermitted
2916 Materials in the materials delivered by Contractor before the materials are unloaded
2917 at the facility, the Operator has the right to reject the load and direct the Contractor to
2918 cause removal and Disposal of the Unpermitted Material in a safe and lawful manner,
2919 at the sole expense of the Contractor. If the Unpermitted Materials are delivered to
2920 the Designated Transfer and Processing Facility by Contractor and unloaded at the
2921 facility before their presence is detected, and the Generator cannot be identified or
2922 fails to remove the material after being requested to do so, the Contractor shall
2923 arrange for and/or pay for its proper Disposal. Contractor shall make reasonable
2924 efforts to identify and notify the Generator. The Contractor shall make a good faith
2925 effort to recover the cost of any transportation and Disposal from the Generator, and
2926 the cost of this effort, as well as the cost of Disposal shall be chargeable to the
2927 Generator, if appropriate documentation, as deemed necessary by the Agency, is
2928 provided to the Agency within five (5) Business Days of the occurrence.

2929 In the event Contractor delivers Unpermitted Materials on a frequent or continuous
2930 basis to the Designated Transfer and Processing Facility and the Contractor refuses
2931 to provide for the proper handling and disposition of such Unpermitted Material, the
2932 Operator may provide written notice to Agency of such refusal by Contractor.

2933 D. **Reporting, Regulations, and Record Keeping.** Contractor shall comply with
2934 emergency notification procedures required by Applicable Laws and regulatory
2935 requirements. Contractor shall notify all appropriate agencies, including the California
2936 Department of Toxic Substances Control and Local Emergency Response Providers
2937 and the National Response Center of reportable quantities of Hazardous Waste found
2938 or observed in Solid Waste, Targeted Recyclable Materials, Organic Materials,
2939 Electronic Waste, Universal Waste, and Construction and Demolition Debris
2940 anywhere within Service Area. In addition to other required notifications, if Contractor
2941 observes any substances which it or its employees reasonably believe or suspect to
2942 contain Hazardous Wastes unlawfully Disposed of or released on any Agency
2943 property, including storm drains, streets or other public rights of way, Contractor will
2944 immediately notify the Agency and SBWMA.

2945 All records required by regulations shall be maintained at the Contractor's Facility.
2946 These records shall include: waste manifests, waste inventories, waste
2947 characterization records, inspection records, incident reports, and training records.
2948 Contractor shall maintain records showing the types and quantities, if any, of
2949 Hazardous Waste found in Solid Waste, Targeted Recyclable Materials, and Organic
2950 Materials, which was inadvertently Collected from Customers within the Service Area,
2951 but diverted from landfilling.

2952 **8.08 COMMUNICATION AND COOPERATION WITH AGENCY AND SBWMA**

2953 A. **Communications.** The Contractor's general manager shall have e-mail capabilities
2954 to enable the Agency, SBWMA, and the Contractor's general manager to
2955 communicate via e-mail. Contractor's general manager shall respond to Agency and
2956 SBWMA email correspondence within twenty-four (24) hours.

2957 B. **Monthly Meetings.** Upon request from Agency, beginning on the Commencement
2958 Date, and then on a monthly basis thereafter, Contractor shall meet with the Agency
2959 and SBWMA to discuss progress of each active diversion program, quality, and
2960 reliability of Collection services, and compliance with the terms of the Agreement.
2961 SBWMA may attend and participate in these meetings. At each monthly meeting, the
2962 Agency, Contractor, and SBWMA, if attending, shall have the opportunity to present
2963 and discuss proposed changes in service such as changing program requirements or
2964 modifying Collection methods.

2965 C. **Inspection by Agency.** Agency shall have the right, but not the obligation, to
2966 observe and inspect all of the Contractor's operations under this Agreement. In
2967 connection therewith, Agency and SBWMA shall have the right to enter facilities used
2968 by Contractor during operating hours, speak to any of Contractor's employees, and
2969 receive cooperation from such employees in response to inquiries. In addition, upon
2970 reasonable notice and without interference with Contractor's operations, Agency and
2971 SBWMA may review and copy any of Contractor's operational and business records
2972 related to this Agreement. If Agency or SBWMA so requests, Contractor shall make
2973 specified personnel available to accompany Agency and SBWMA employees on
2974 inspections and shall provide electronic copies of records stored in electronic media.

2975 **8.09 COOPERATION WITH DESIGNATED TRANSFER AND PROCESSING FACILITY** 2976 **OPERATOR**

2977 A. **Communications.** If requested by SBWMA, the Contractor shall meet with the
2978 SBWMA and Operator at least once each month to discuss issues related to the

- 2979 interaction of operations between Contractor and Operator including, but not limited
2980 to:
- 2981 1. Traffic flow;
 - 2982 2. Vehicle weighing procedures;
 - 2983 3. Targeted Recyclable Materials and Organic Materials Contamination;
 - 2984 4. Hazardous Waste screening and safety policies;
 - 2985 5. Receiving hours;
 - 2986 6. Billing and payment of gate fees for delivery of materials;
 - 2987 7. Vehicle parking;
 - 2988 8. Employee facilities; and,
 - 2989 9. Maintenance facilities.

2990 The Contractor's general manager shall have e-mail capabilities to enable the
2991 Operator and the Contractor's general manager to communicate via e-mail.
2992 Contractor's general manager shall respond to the Operator's email correspondence
2993 within twenty-four (24) hours.

2994 B. **Coordination of Hours.** Contractor shall plan its Collection routes to be compatible
2995 with the Designated Transfer and Processing Facility receiving hours, which shall be,
2996 at a minimum, Monday through Friday from 3:00 a.m. to 6:00 p.m. and Saturday and
2997 Sunday from 6:00 a.m. to 5:00 p.m. Contractor shall deliver Collected materials to
2998 the Designated Transfer and Processing Facility during the receiving hours of the
2999 Designated Transfer and Processing Facility.

3000 C. **Compliance with Facility Rules.** Contractor shall cooperate with Operator and
3001 comply with Operator's requirements Including: (i) how and where to unload
3002 Collection vehicles; (ii) respecting operations and construction of new facilities; and,
3003 (iii) the Operator's Hazardous Waste exclusion program. Contractor shall also
3004 cooperate with the Contamination assessment procedures specified in Attachment E-
3005 1. All costs charged by the SBWMA for acceptance of Contractor's materials shall
3006 be paid by Contractor. Contractor shall receive compensation for transfer and
3007 processing costs in accordance with Article 11.

3008 **8.10 BUY-RECYCLED POLICY**

3009 The Contractor shall comply with the purchasing requirements described in this Section,
3010 and shall document its on-going compliance with these requirements upon Agency
3011 request.

3012 A. **Recycled Paper.** The Contractor shall use recycled paper for invoices, Bills, reports,
3013 and public education materials. The recycled paper shall have at least thirty percent
3014 (30%) post-consumer recycled content for uncoated paper and ten percent (10%)
3015 post-consumer recycled content for coated paper based on federal standards.
3016 Contractor shall state on all materials prepared with post-consumer recycled content
3017 the following: "Printed on Recycled Paper."

3018 B. **Re-Refined Motor Oil.** Contractor shall be encouraged but not required to use re-
3019 refined motor oil for its Collection vehicles.

3020 C. **Recycled Plastic.** Contractor shall purchase Carts and Kitchen Pails that contain
3021 the minimum post-consumer content as specified in Attachment D. All Carts and
3022 Kitchen Pails shall be one hundred percent (100%) recyclable.

3023 **8.11 ANNUAL PERFORMANCE HEARING**

3024 A. **Objectives.** Agency or SBWMA may hold a public performance hearing in April or
3025 May of each Rate Year, at which time Contractor shall be present and shall participate
3026 by making a presentation and responding to questions. Agency or SBWMA shall
3027 convene the hearing to address the positive and negative aspects of Contractor's
3028 overall performance. The purpose of the hearing may also involve discussion and
3029 review of technological, economic, and regulatory changes in Collection, waste
3030 reduction, Recycling, processing, and Disposal practices that can improve quality of
3031 service; increase waste reduction and diversion; and ensure services are being
3032 provided effectively and economically. Topics for discussion and review at the
3033 performance hearing shall include, but not be limited to: Contractor's
3034 accomplishments and compliance with various provisions of the Agreement, services
3035 provided, feasibility of providing new services, application of new technologies,
3036 Customer Complaints, possible amendments to this Agreement, developments in the
3037 Applicable Laws and regulations, new initiatives for meeting or exceeding waste
3038 reduction and Recycling goals, regulatory constraints, and Contractor performance.
3039 Agency or SBWMA and Contractor may each select additional topics for discussion
3040 at the performance hearing.

3041 B. **Process.** Within sixty (60) Days of notification provided by Agency or SBWMA to
3042 Contractor of its intent to conduct a performance hearing, Agency or SBWMA will
3043 submit questions to Contractor pertaining to Contractor's performance and Contractor
3044 shall submit its written response within thirty (30) Days. Agency or SBWMA and
3045 Contractor shall meet to discuss the questions and Contractor's response prior to
3046 submittal by Contractor. Agency or SBWMA and Contractor may request from one
3047 another information or documents related to the scheduled public hearing and Agency
3048 or SBWMA and Contractor shall provide such information promptly.

3049 In addition to Contractor's responses to the questions submitted by Agency or
3050 SBWMA, Contractor may be required to submit a self-assessment report of
3051 Contractor's performance and information pertaining to the following:

3052 1. Recommended Changes or New Services. Changes and/or new services
3053 recommended to improve Agency's or SBWMA's ability to meet and/or exceed
3054 the Agency's or SBWMA's waste reduction and recycling goals and those of the
3055 Act and other State legislation/regulations (such as, but not limited to, AB 341,
3056 AB 901, AB 1594, AB 1826, SB 1061, and SB 1383).

3057 2. Complaint Records. The reports required by this Agreement regarding
3058 Complaints shall be used as one basis for review. Contractor may submit other
3059 relevant performance information and reports for consideration. Agency or
3060 SBWMA may request Contractor to submit specific information for the hearing.
3061 In addition, any Person may submit comments or Complaints during or before
3062 the hearing, either orally or in writing, and these shall be considered.

3063 3. Action Plan. Contractor shall prepare and submit an action plan for improving
3064 and/or modifying its Collection services and other services if requested.

3065 Not less than ten (10) Business Days prior to the scheduled hearing date, Agency or
3066 SBWMA and Contractor shall exchange any written reports and other documents that
3067 will be provided or presented at the hearing. Not less than five (5) Business Days
3068 before the scheduled hearing date, Agency or SBWMA and Contractor shall ensure
3069 their availability to discuss the content and underlying support for such reports.

3070 Agency or SBWMA and Contractor shall attend and participate in the performance
3071 hearing. Contractor may be required to present an oral report on its performance at
3072 the performance hearing. Contractor's failure to attend and participate in the
3073 performance hearing and provide an oral presentation upon request; provide a written
3074 response to the questions or request for a self-assessment report submitted by
3075 Agency or SBWMA; or submit an action plan if requested by Agency or SBWMA may
3076 result in Liquidated Damages pursuant to Attachment J.

3077 Within sixty (60) Days after the conclusion of each performance hearing, Agency or
3078 SBWMA may issue a report. As a result of the review, Agency or SBWMA may
3079 require Contractor to provide expanded or new services within a reasonable time
3080 frame and for reasonable compensation; and Agency or SBWMA may direct
3081 Contractor to take corrective actions for any performance inadequacies.

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ARTICLE 9 RECORD KEEPING AND REPORTING

3085 **9.01 GENERAL**

3086 Contractor shall compile and maintain records related to its performance as necessary to
3087 develop the reports required by this Agreement. Contractor agrees to conduct data
3088 collection, record keeping, and reporting activities necessary to meet the reasonable
3089 reporting and Solid Waste, Recyclable Materials, and Organic Materials program
3090 management needs of the Agency, and to comply with Contractor's obligations under the
3091 Act and other State legislation/regulations (such as, but not limited to, AB 341, AB 1826,
3092 and SB 1383), other Applicable Laws, and the requirements of this Agreement.

3093 Record keeping and reporting requirements specified in this Agreement shall not be
3094 considered a comprehensive list of reporting requirements. In particular, Article 9 is
3095 intended to highlight the general nature of records and reports and their minimum content
3096 and is not meant to comprehensively define the scope and content of the records and
3097 reports. Upon written direction or approval of Agency, the records and reports required
3098 by Contractor in accordance with this and other Articles of the Agreement shall be adjusted
3099 in number, format, or frequency.

3100 Contractor shall maintain all records necessary to allow the Agency to determine
3101 Contractor's compliance with the terms of the Agreement and compliance with the
3102 Performance Standards and Performance Incentives/Disincentives presented in this
3103 Agreement including, but not limited to, those related to the quality of Collection services
3104 and customer service and those identified in Attachments I and J. The records shall be
3105 maintained in a manner that allows for easy verification of Contractor's performance.

3106 **9.02 GENERAL RECORD KEEPING PROVISIONS**

3107 A. **General.** Contractor shall maintain records required to conduct its operations, to
3108 support requests it may make to Agency, and to respond to requests from Agency.
3109 All records shall be maintained for five (5) years after the expiration or early
3110 termination of this Agreement.

3111 In order to set Contractor's Compensation pursuant to Article 11, it is necessary for
3112 Contractor to maintain accurate, detailed financial and operational information in a
3113 consistent format and to make such information available to the Agency in a timely
3114 fashion, and in accordance with reporting requirements specified in this Article.

3115 B. **Inspection of Records.** Agency shall have the right to inspect or review the payroll
3116 tax reports, specific documents or records required expressly or by inference
3117 pursuant to this Agreement, or any other similar records or reports of Contractor that
3118 Agency shall deem, in its sole discretion, reasonably necessary to evaluate reports,
3119 compensation applications provided for in this Agreement, and Contractor's
3120 performance or other matters related to this Agreement.

3121 The Agency, its auditors, and other agents selected by the Agency, shall have the
3122 right, during regular business hours, to conduct unannounced on-site inspections and
3123 review of the records and accounting systems of Contractor and to make copies of
3124 any of Contractor's documents relevant to this Agreement. Upon request, Contractor
3125 shall arrange for records of Related Party Entities to be made available to Agency
3126 and its official representatives for review, to the extent such records are reasonably

3127 necessary to evaluate reports, compensation applications, Contractor's performance,
3128 or other matters related to this Agreement.

3129 C. **Retention of Records.** Unless otherwise herein required, Contractor shall retain all
3130 records and data required to be maintained by this Agreement for the Term plus at
3131 least five (5) years after expiration or early termination of the Agreement. Records,
3132 and data shall be in a chronological and organized form and readily and easily
3133 interpreted. At the Agency's request, records and data required to be retained shall
3134 be retrieved in a timely manner (which shall not exceed more than ten (10) Business
3135 Days unless Contractor obtains prior written approval from the Agency) by Contractor
3136 and made available to the Agency.

3137 Contractor shall maintain copies of all Billings and Billing Collections (e.g., Customer
3138 payments) records or copies of Billing summary reports (that document all Billings
3139 and Billing Collections for each Customer) for five (5) years, following the date of
3140 Billings, for inspection and verification by Agency.

3141 Records and data required to be maintained that are not specifically directed to be
3142 retained that are, in the sole opinion of the Agency, material to the determination of
3143 Contractor's Compensation or Rates or to determination of Contractor's performance,
3144 shall be retrieved by Contractor and made available to the Agency in a timely manner
3145 (which shall not exceed ten (10) Business Days unless Contractor obtains prior
3146 written approval from the Agency). When records and data are not retained or
3147 provided by the Contractor, the Agency may make reasonable assumptions regarding
3148 what information is contained in such records and data, and such assumption(s) shall
3149 be conclusive in whatever action the Agency takes.

3150 D. **Record Security.** Contractor shall maintain adequate record security to preserve
3151 records from events that can be reasonably anticipated such as a fire, theft, and an
3152 earthquake. Electronically-maintained data and/or records shall be protected,
3153 backed up, and stored at a separate site from the original data.

3154 **9.03 RECORD KEEPING REQUIREMENTS**

3155 A. **Maintenance of Financial and Operational Records**

3156 1. General. In order to effectuate Contractor's Compensation pursuant to Article
3157 11, it is necessary for Contractor to maintain accurate, detailed financial and
3158 operational information in a consistent format and to make such information
3159 available to the Agency and the SBWMA in a timely fashion.

3160 2. Contractor's Accounting Records. Contractor shall maintain accurate and
3161 complete accounting records containing the underlying financial and operating
3162 data relating to, and showing the basis for computation of, all costs associated
3163 with providing services under this Agreement. The accounting records shall be
3164 prepared in accordance with Generally Accepted Accounting Principles (GAAP)
3165 consistently applied.

3166 B. **Collection Service Records**

3167 Records shall be maintained and retained by Contractor for Agency relating to:

3168 1. Customer and Billing information including, but not limited to, the following for
3169 each Customer.

- 3170 a. Names, addresses, and phone numbers of Customer, Billing contact
3171 Person, and, if appropriate, for property manager or on-site contact Person.
- 3172 b. Solid Waste service level, Targeted Recyclable Materials service level, and
3173 Organic Materials service level (where service level includes the number of
3174 Containers, size of each Container, and the Collection frequency of each
3175 Container).
- 3176 c. Number of tenant or living units at Multi-Family Residential Complexes.
- 3177 d. Service exemptions for SFD Premises (if applicable).
- 3178 e. Special services (e.g., Backyard and Special Handling Collection for SFD
3179 Premises, push/pull service, lock/unlock service, Container Relocation
3180 Service, Long Distance Service, etc.).
- 3181 2. Contractor's Customer and Billing system shall allow for information to be
3182 compiled easily and separately for each Service Sector.
- 3183 3. Weight and volume of material Collected by type (e.g., Solid Waste, Targeted
3184 Recyclable Materials, Organic Materials). Where possible, information shall be
3185 provided separately for each Service Sector.
- 3186 4. Route sheets and route maps identifying the accounts serviced by each
3187 Collection vehicle on a daily basis (e.g., detailed GPS reports).
- 3188 5. Facilities, equipment, and personnel used.
- 3189 6. Facilities and equipment operations, maintenance, and repair.
- 3190 7. Tonnage of Solid Waste, Targeted Recyclable Materials, Universal Waste, and
3191 Organic Materials listed separately by materials type and Service Sector and the
3192 facility where materials were delivered (e.g., Designated Transfer and
3193 Processing Facility).
- 3194 8. Monthly Overall Diversion Level, monthly SFD Diversion Level, and the monthly
3195 Commercial Diversion Level (each stated as a percentage) and calculated in
3196 accordance with Attachment I.
- 3197 9. Targeted Recyclable Materials, Used Motor Oil and Used Motor Oil Filters,
3198 Household Batteries, Cell Phones, and Organic Materials Collection participation
3199 and set-out rates.
- 3200 10. Tonnage of materials Collected from On-Call Bulky Item Collection services
3201 described in Sections 5.05, 5.06 and 5.12, community collection events as
3202 described in Sections 5.13 and 5.14, and abandoned waste clean-up events
3203 described in Section 5.09, reported separately by material type Collected and
3204 listing destination where materials were delivered (e.g., Goodwill Industries,
3205 Designated Transfer and Processing Facility, etc.).
- 3206 11. Tonnage of Solid Waste, Recyclable Materials, and Organic Materials Collected
3207 from Venues and Community Events as described in Section 5.08 reported
3208 separately by material type Collected and reported separately for each Venue
3209 and Community Event as the total Tonnage of each material type for each Venue
3210 or Community Event monthly.

3211 12. Volume of Used Motor Oil and number of Used Motor Oil Filters Collected by
3212 Contractor reported separately for each facility where materials were delivered.

3213 **C. Other Programs Records**

3214 Records for other programs shall be tailored to specific needs. In general, Contractor
3215 shall maintain and retain the following records:

- 3216 1. Plans, tasks, and milestones; and,
3217 2. Accomplishments including activities conducted, dates, quantities of products
3218 used, produced or distributed, and numbers of participants and responses.

3219 **D. Customer Service Records.** Daily logs of all Complaints and Inquiries shall be
3220 retained for a minimum of thirty-six (36) months. Contractor shall maintain and retain
3221 customer service center records which include, but are not limited to, the following
3222 statistics:

- 3223 1. Number of calls received on a daily and monthly basis;
3224 2. Number of calls answered on a daily and monthly basis;
3225 3. Number of abandoned (dropped) calls on a daily and monthly basis;
3226 4. Average abandoned time (i.e., Hold Time before abandoning call);
3227 5. Number of delayed calls (i.e., calls where caller is placed on hold before speaking
3228 with a customer service agent) on a daily and monthly basis;
3229 6. Average Hold Time for incoming calls on a daily and monthly basis;
3230 7. Percentage of calls answered by a Person within thirty (30) seconds on a daily
3231 and monthly basis;
3232 8. Percentage of calls answered within three (3) minutes on a daily and monthly
3233 basis;
3234 9. Number of e-mail responses sent from the customer service department to
3235 Customers on a monthly basis;
3236 10. Number and percentage of Complaint and Inquiry e-mails or submissions
3237 through Contractor website that received responses before close of business on
3238 the Day received on a monthly basis;
3239 11. Number and percentage of Complaint and Inquiry e-mails that received
3240 responses by the close of business on the Day following the receipt of the
3241 Complaint or Inquiry;
3242 12. Number of Complaints and Inquiries received through Contractor's website on a
3243 daily and monthly basis;
3244 13. Names of all Customer service representatives employed; and,
3245 14. Minimum, average, and maximum number of customer service representatives
3246 employed during each month.

3247 **E. CERCLA Defense Records.** Agency views the ability to defend against CERCLA
3248 and related litigation as a matter of great importance. For this reason, the Agency
3249 regards the ability to prove where Solid Waste Collected in the Agency area was
3250 taken for transfer or Disposal, to be matters of concern. Contractor shall maintain

3251 data retention and preservation systems which can establish where Solid Waste
3252 Collected in the Service Area was delivered for transfer or Disposal. This provision
3253 shall survive the expiration of this Agreement.

3254 F. **Compilation of Information for State Law Purposes.** Contractor shall compile
3255 information on amounts of Solid Waste delivered to the Designated Transfer and
3256 Processing Facility and to other locations, as well as other information which the
3257 Agency may reasonably request.

3258 Contractor shall maintain these records for a minimum of ten (10) years after
3259 expiration or earlier termination of the Agreement. Contractor shall provide these
3260 records to Agency (upon request or at the end of the record retention period) in an
3261 organized and indexed manner rather than destroying or Disposing of them.

3262 9.04 GENERAL REPORTING REQUIREMENTS

3263 A. **Purpose.** Records shall be maintained and retained in forms, on media, and by
3264 methods that facilitate flexible use of data contained in them to structure reports, as
3265 needed. Reports are intended to compile recorded data into useful forms of
3266 information that can be used to, among other things:

- 3267 1. Evaluate Diversion performance
- 3268 2. Evaluate Contractor's performance
- 3269 3. Monitor Customer participation in Targeted Recyclable Materials and Organic
3270 Materials Collection programs and in other programs using several different
3271 performance measures
- 3272 4. Monitor changes in the number of Customers and Customers' service levels
- 3273 5. Determine needs for adjustment to programs and cost for such changes
- 3274 6. Evaluate customer service and Complaints
- 3275 7. Determine and set Contractor's Compensation and Rates

3276 B. **Report Format.** Contractor may propose report formats that are responsive to the
3277 objectives and audiences for each report. The format of each report shall be
3278 approved by Agency. The Agency may review and request changes to Contractor's
3279 report formats and content and Contractor shall not unreasonably deny such
3280 requests. Contractor agrees to submit all reports by e-mail in a format compatible
3281 with the Agency's software and computers so the Agency can sort and analyze data.
3282 Contractor shall provide a certification statement, under penalty of perjury by the
3283 responsible Contractor official, that the report being submitted is true and correct to
3284 the best knowledge of such official after their reasonable inquiry.

3285 C. **Submittal Schedule and Instructions.** Contractor shall submit monthly reports
3286 within fifteen (15) Days after the end of the reporting month, quarterly reports within
3287 thirty (30) Days after the end of the reporting quarter, and annual reports within forty-
3288 five (45) Days after the end of the reporting year. Contractor shall submit (via e-mail)
3289 all reports to the person(s) designated by SBWMA and Agency. Each quarterly report
3290 shall be in lieu of the monthly report for the third month of the quarter; thus, Contractor
3291 shall submit a total of thirteen (13) periodic reports per year: eight (8) monthly reports,
3292 four (4) quarterly reports, and one (1) annual report.

3293 D. **Failure to Report.** The refusal or failure of Contractor to file any required reports, or
3294 to provide required information to Agency, or the inclusion of any materially false or

3295 misleading statement or representation by Contractor in such report shall be deemed
3296 a Contractor default as described in Section 14.01 subject to the notice and cure
3297 provisions of that section and shall subject Contractor to all remedies which are
3298 available to the Agency under the Agreement or otherwise.

3299 E. **Accuracy of Reports.** The failure of Contractor to file accurate and timely reports,
3300 proposal(s), information, or correspondence to Agency or SBWMA, or the inclusion
3301 of any inaccurate or misleading data, statement or representation by Contractor in
3302 such report(s), proposal(s), information, or correspondence to Agency or SBWMA,
3303 shall be subject to Liquidated Damages as set forth in Attachment J. In addition, the
3304 inclusion of any materially false or misleading statement or representation by
3305 Contractor in such report shall be deemed a Contractor default as described in
3306 Section 14.01 subject to the notice and cure provisions of that Section and shall
3307 subject Contractor to all remedies which are available to the Agency under the
3308 Agreement or otherwise.

3309 F. **Source Files.** Contractor shall provide the SBWMA the following information: (i) with
3310 each monthly or quarterly report, a spreadsheet provided by Operator showing all
3311 Tonnages Collected by Contractor and delivered to the Shoreway Recycling and
3312 Disposal Center from Member Agencies during the reporting month, listed separately
3313 by Member Agency, material type, and Service Sector; (ii) with each monthly or
3314 quarterly report, a spreadsheet containing the information required by Sections
3315 9.06.B, 9.06.D, and 9.06.E; and, (iii) with each annual report, a spreadsheet
3316 containing the information required by Section 9.07.B. Such information need not be
3317 included in the published reports provided to Agency.

3318 **9.05 MONTHLY REPORTS**

3319 Monthly reports shall present the information described in this Section in a format agreed
3320 upon by the Agency.

3321 A. **Tonnage Information.** Contractor shall provide the Tonnage information requested
3322 below by Service Sector on a monthly and year-to-date basis, with a comparison to
3323 the prior year. However, the Agency reserves the right to request the monthly
3324 Tonnage data by route.

3325 1. Solid Waste. Total Solid Waste Tonnage Collected and Disposed by Service
3326 Sector.

3327 2. Targeted Recyclable Materials Services. Total Targeted Recyclable Materials
3328 Tonnage Collected and delivered for processing by Service Sector listed
3329 separately by material type Collected (e.g., Single-Stream Recyclable Materials,
3330 Source Separated cardboard, Source Separated paper, Used Motor Oil, Used
3331 Motor Oil Filters, etc.).

3332 3. Organic Materials Services. Total Organic Materials Tonnage Collected and
3333 delivered for processing by Service Sector listed separately by material type
3334 (e.g., Plant Materials, Food Scraps, or Organic Materials).

3335 B. **Diversions Level.** Contractor shall provide the monthly and year-to-date Calculated
3336 Overall Diversion Level, the monthly and year-to-date Residential Diversion Level,
3337 and the monthly and year-to-date Commercial Diversion Level (each stated as a
3338 percentage) calculated in accordance with Attachment I, with a comparison to the

3339 prior year. In addition, Contractor shall present the calculations used to determine
3340 the diversion levels.

3341 C. **Complaint, Inquiry and Service Requests Data.** Contractor shall provide
3342 information on the number of Complaints, Inquiries service requests received from
3343 Customers, Generators, or other Person by category (e.g., missed pickups, noise
3344 Complaints, scheduled On-Call Bulky Item Collection events, Overage events, Billing
3345 concerns, property damage claims, requests for information, delivery of Recycling
3346 Tote-Bags, inventory of Recycling Tote-Bags, etc.). Complaint summary, for each
3347 month, summarized by nature of Complaint, Inquiry, and service request on a
3348 compatible computer disc or other memory device approved by Agency. The
3349 categorization of Complaints, Inquiries, and service requests shall be agreed upon by
3350 the Agency, SBWMA, and Contractor prior to the Commencement Date, and shall be
3351 adjusted during the Term upon agreement between Agency, SBWMA and Contractor.

3352 D. **Call Center Data.** Number of calls received, number of calls answered, number of
3353 dropped calls, percentage of dropped calls, Average Hold Time, percentage of calls
3354 answered in thirty (30) seconds.

3355 E. **Monthly Gross Revenues and Fee Reports.** Pursuant to Article 10, a statement
3356 itemizing each fee paid by Contractor to Agency in the month; detailing calculation of
3357 each monthly fee amount; and stating monthly Gross Revenue Billed, by Service
3358 Sector, for all operations conducted or permitted by this Agreement.

3359 F. **Abandoned Waste Collection.** Contractor shall provide a list of all abandoned waste
3360 Collection events performed identifying the address of each Collection location.

3361 G. **Multi-Family Tote Bag Distribution.** Contractor shall provide a report on Multi-
3362 Family Tote Bag Distribution as required by Article 5, Collection Service, Section
3363 5.03.C.2.

3364 H. **Other Information.** Other information or reports that Agency may reasonably
3365 request or require be added to reporting. These requests may include, but shall not
3366 be limited to, information regarding on-call Bulky Item Collection programs,
3367 abandoned waste Collection, Used Motor Oil and Used Motor Oil Filter Collection,
3368 and Community Events and Venues Collection.

3369 **9.06 QUARTERLY REPORTS**

3370 Quarterly reports shall present the information described in this Section, in addition to the
3371 monthly information required under Section 9.05.

3372 A. **On-Site Customer Assessments and Visual Audits.** Contractor shall report the
3373 number of site assessments and visual audits conducted for Multi-Family Dwelling,
3374 Commercial, and Agency Customers, which are required by Sections 7.04 and 7.05.
3375 SBWMA may request additional statistics as necessary.

3376 B. **Public Education Activities.** Contractor shall report the following public education
3377 activity information.

3378 1. Public education materials produced and total number of each distributed.

3379 2. Dates, times, and names of meetings or events attended.

3380 3. Dates, times, and names of school(s) where presentations were performed.

- 3381 4. Completion of other activities specified in the then-current Three-Year Public
3382 Education Plan.
- 3383 5. Other educational activities as may be requested by Agency.
- 3384 **C. Determination and Payment of Liquidated Damages.** In accordance with the
3385 requirements of Section 14.07, Contractor shall provide a report that identifies any
3386 non-compliance with performance measures listed in Attachment J and include
3387 calculation of the Liquidated Damages due. Contractor may include with its report a
3388 written request to meet with Agency's Manager or his or her designee to discuss
3389 Contractor's evidence refuting the basis for assessing Liquidated Damages
3390 pertaining to unacceptable employee behavior. In such cases, Contractor shall
3391 include with its report evidence in writing and written testimony of its employees and
3392 others relevant to the incident(s)/non-performance. Agency's Manager or his or her
3393 designee will provide Contractor with a written explanation of his or her determination
3394 on each incident(s)/non-performance. The decision of Agency's Manager or his or
3395 her designee shall be final.
- 3396 **D. Account Summary.** Provide the following account summary information in table
3397 format:
- 3398 1. Number of Customers in each Rate and Charge category.
- 3399 2. Total number of Residential, Commercial, and Drop Box Customers subscribing
3400 to Solid Waste, Targeted Recyclable Materials, and Organic Materials Collection
3401 service listed separately by Service Sector and material type.
- 3402 3. Percentage of Customers subscribing to Targeted Recyclable Materials
3403 Collection service (listed separately for Multi-Family, Commercial, and Drop Box
3404 Customers), which shall be equal to the total number of Targeted Recyclable
3405 Materials Customers divided by the total number of Solid Waste Customers.
- 3406 4. Percentage of Customers subscribing to Organic Materials Collection service
3407 (listed separately for Multi-Family, Commercial, and Drop Box Customers), which
3408 shall be equal to the total number of Organic Materials Customers divided by the
3409 total number of Solid Waste Customers.
- 3410 5. Weekly gallons or cubic yards of service provided to Residential, Commercial,
3411 and Drop Box Customers subscribing to Solid Waste, Targeted Recyclable
3412 Materials, and Organic Materials Collection service listed separately by Service
3413 Sector and material type for one week.
- 3414 **E. Operational Data.** Contractor shall submit the following:
- 3415 1. A summary of Collection route operational data including: average number of
3416 Customers and Containers serviced per route per Day for each Collection route;
3417 average number of actual both on-route and off-route hours per Day by route
3418 (distinguishing between Standard Collection Vehicle Routes and Special
3419 Collection Vehicle Routes, if appropriate);
- 3420 2. List of the one hundred (100) largest generators based on weekly Solid Waste
3421 volumes (listed in descending order) within Agency for both Commercial and
3422 Multi-Family Customers. This reporting shall include, at a minimum: the name
3423 of the Customer; the name of the business; the address of the business; the
3424 type(s) of service received (e.g. Collection of Solid Waste, Single-Stream

3425 Targeted Recyclable Materials, Plant Materials, Food Scraps, Organic Materials,
3426 Source Separated cardboard, Source Separated paper, etc.); the volume of
3427 service received weekly measured in cubic yards; the frequency of service
3428 received measured in number of Collections per week; the diversion volume
3429 measured as total service level volume divided by Targeted Recyclables
3430 Materials and/or Organic Materials Collection volume; and, the change in service
3431 level from the prior quarter.

3432 F. **Recycling Technical Assistance Plan Status Report.** Contractor must prepare and
3433 submit to Agency and SBWMA, a Recycling Technical Assistance Plan Status Report
3434 providing required reporting information identified in the then-current Three-Year Plan
3435 (prepared in accordance with Section 7.03.B).

3436 G. **Determination and Payment of Performance Incentives and Disincentives.** In
3437 accordance with the requirements of Section 11.07, Contractor shall provide on a
3438 quarterly basis a report that identifies compliance with the performance standards
3439 listed in Attachment I and includes calculation of the performance incentive payments
3440 and disincentive assessments due. Performance incentives (in the form of increased
3441 compensation to Contractor) will be awarded by Agency for excellent performance on
3442 aspects of diversion and Customer service as specified in Attachment I.

3443 All performance incentives and disincentives payments are to be included in
3444 Contractor's annual Rate Application and Contractor's Compensation for the next
3445 Rate Year will be increased or decreased by the net amount of performance incentive
3446 payments and disincentive assessments calculated in the Application. Performance
3447 incentives and disincentives for Diversion and Average Speed of Answer and
3448 performance disincentives for Ninety (90) Second Maximum Hold Time shall be
3449 calculated in aggregate for the SBWMA Service Area and Agency's share shall be
3450 proportional based on the Tons of Solid Waste Collected by Contractor for the
3451 previous Rate Year.

3452 H. **Quality Assurance Program.** Contractor shall report quarterly on quality of the
3453 Customer service experience when Customer was interacting with Contractor,
3454 described in Section 7.02.F, during the prior month. The report shall include (i) name
3455 and Service Sector of each Customer contacted, (ii) date and time, (iii) name of
3456 Customer service representative placing call, (iv) summary of Customer's responses
3457 to questions and other information provided, and (v) follow-up actions taken, if any,
3458 in response to calls. The actual surveys shall be kept by the Contractor compliant
3459 with the record keeping requirements of the Agreement and such surveys shall be
3460 made available to the Agency or SBWMA upon request.

3461 **9.07 ANNUAL REPORTS**

3462 Annual reports shall present the information described in this Section, in addition to the
3463 monthly and quarterly report information required under Sections 9.05 and 9.06. The
3464 monthly and quarterly report information shall be presented as well as the annual totals
3465 for the Rate Year, when applicable (e.g., for Tonnage data, Diversion Level, Complaint
3466 and Inquiry data, Gross Revenue Billed, and Franchise Fees, etc.)

3467 **A. Operational Information**

- 3468 1. Routes by Service Sector
- 3469 a. Number of routes per Day

- 3470 b. Types of vehicles
- 3471 c. Crew size per route
- 3472 e. Number of full-time equivalent routes
- 3473 f. Number of accounts per route
- 3474 g. Total hours per Service Sector per Day and per year
- 3475 h. Average cost per route
- 3476 i. Route sheets and maps
- 3477 2. Personnel
 - 3478 a. Organizational chart
 - 3479 b. Job classifications and number of full-time equivalent positions for each (e.g. administrative, customer service representatives, drivers, supervisors, educational staff, etc.)
 - 3480
 - 3481
 - 3482 c. Annual wages by job classification including benefits
- 3483 3. Productivity Statistics
 - 3484 a. Number of accounts per Service Sector
 - 3485 b. Number of set-outs per Service Sector
 - 3486 c. Tons per route per Day by Service Sector
- 3487 4. Operational Changes
 - 3488 a. Number of routes
 - 3489 b. Staffing
 - 3490 c. Supervision
 - 3491 d. Collection services
- 3492 5. Equipment - An inventory of equipment in accordance with Section 8.04.D.
- 3493 6. Billing - Billing review report in accordance with Section 7.01.F.
- 3494 **B. Customer Account Information.** As part of the annual reporting requirement, Contractor shall make available to Agency detailed Customer account information in tabular format and in electronic format (in computer software format that is compatible with the Agency's) Including the following information for each Customer: account number; service address; assessor parcel number for Accounts agreed to by Contractor and Agency; Customer's name, address, and phone number; Billing contact name, Billing address, and phone number; Solid Waste, Targeted Recyclable Materials, and Organic Materials Collection service level (i.e., number of Containers, size of Containers, frequency of Collection, and Day(s) of Collection), and Rate or Charge billed. For Multi-Family Customers, the Customer account information shall also include the number of dwelling units at each Multi-Family Residential Complex.
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- 3505 **C. Customer Service Operations.** Contractor shall annually prepare and submit, to Agency and SBWMA, a Customer Service Operations Plan that shall include, at a minimum, the following sections:
- 3506
- 3507
- 3508 1. Customer Service Call Center
 - 3509 a. Provide the number CSR supervisory staff and describe their responsibilities.
 - 3510

- 3511 b. Contractor must describe its training strategy for CSR and CSR supervisory
3512 staff.
- 3513 c. Contractor must describe its strategy and overall approach to attracting and
3514 retaining a high quality CSR staff.
- 3515 2. Website
- 3516 a. Number of on-line payments made
- 3517 b. Number of On-Call Collection Services scheduled
- 3518 c. Number of On-Call Bulky Goods Collections scheduled
- 3519 d. Number of extra Solid Waste pick-ups scheduled
- 3520 e. Number of service changes requested
- 3521 f. Number of Complaints documented and resolved
- 3522 3. Customer Information System
- 3523 a. Status of any changes or upgrades made to system software
- 3524 b. Description of proposed changes to system software
- 3525 c. Explanation and schedule of training activities
- 3526 4. Staffing
- 3527 5. Commercial customer service
- 3528 D. **Related Party Entities.** Contractor agrees that all financial transactions with all
3529 Related Party Entities shall be approved in advance in writing and disclosed annually
3530 (coinciding with Contractor's annual audited financial statements referred to in this
3531 Section 9.07) to the Agency in a separate disclosure letter to the Agency. This letter
3532 shall include the following information: a general description of the nature of each
3533 transaction, or type of (for many similar) transaction, as applicable. Such description
3534 shall include for each (or similar) transaction, amounts, specific Related Party Entity,
3535 basis of amount (how amount was determined), and description of the allocation
3536 methodology used to allocate any common costs. Amounts shall be reconciled to the
3537 Related Party Entity disclosures made in Contractor's annual audited financial
3538 statements referred to in this Section.
- 3539 At the Agency's request, Contractor shall provide the Agency with copies of working
3540 papers or other documentation deemed relevant by the Agency relating to information
3541 shown in the annual disclosure letter. The annual disclosure letter shall be provided
3542 to the Agency within sixty (60) Business Days of Contractor's Fiscal Year end.
- 3543 E. **Contractor's Review of Billings.** Pursuant to the requirements described in Section
3544 7.01.F, Contractor shall submit a report on its review of Billings.
- 3545 F. **Determination and Payment of Liquidated Damages.** In accordance with the
3546 requirements of Sections 14.07 and 11.07.D, Contractor shall provide with its annual
3547 report, a report that identifies any non-compliance with the performance standards
3548 listed in Attachment J and includes calculation of the Liquidated Damages due. This
3549 report shall be accompanied by supporting documentation identifying Contractor's
3550 compliance or non-compliance with the specified performance standards. The report
3551 submittal shall be accompanied by a check from Contractor in the amount of the
3552 Liquidated Damages due (per Contractor's calculation and self-reporting) for the
3553 reporting period.

3554 G. **Determination and Payment of Performance Incentives and Disincentives.** In
3555 accordance with the requirements of Section 11.07, Contractor shall provide with its
3556 annual report, a report that identifies any non-compliance with the performance
3557 standards listed in Attachment I and includes calculation of the performance incentive
3558 payments and disincentive assessments due. Performance Incentives (in the form of
3559 increased compensation to Contractor) will be awarded by Agency for excellent
3560 performance on aspects of Solid Waste diversion, Collection service delivery and
3561 customer service as specified in Attachment I. Performance disincentives will be
3562 assessed by Agency for substandard performance on aspects of Solid Waste
3563 diversion, Collection service delivery and customer service specified in Attachment I.

3564 Payment related to performance incentives and disincentives are to be included in
3565 Contractor's annual Rate Application and Contractor's Compensation for the next
3566 Rate Year will be increased or decreased by the net amount of performance incentive
3567 payments and disincentive assessments calculated. performance incentives and
3568 disincentives shall be calculated as specified in Attachment I.

3569 **9.08 REQUIRED SPECIFIC REPORTING**

3570 Event-specific reports shall be submitted following the occurrence of the event as
3571 described in this Section.

3572 A. **Report of Accumulated Solid Waste; Unauthorized Dumping.** As required by
3573 Section 7.07, Contractor shall report: (i) the addresses of any Premises at which the
3574 driver observes that Solid Waste, Targeted Recyclable Materials, and/or Organic
3575 Materials is accumulating; and (ii) the address, or other location description, at which
3576 Solid Waste, Targeted Recyclable Materials, and/or Organic Materials has been
3577 dumped in an apparently unauthorized manner. The report shall be delivered to the
3578 Agency within one (1) Business Day of such observation.

3579 B. **Hazardous Waste.** As required by Section 8.07, the Contractor shall notify the
3580 Agency of any Hazardous Waste identified in Containers or left at any Premises within
3581 twenty-four (24) hours of identification of such material.

3582 C. **Reporting Adverse Information.** Contractor shall provide Agency two (2) copies
3583 (one (1) to the Agency Manager, one (1) to the Agency Attorney) of all reports,
3584 pleadings, applications, notifications, Notices of Violation, communications or other
3585 material relating specifically to Contractor's performance of services pursuant to this
3586 Agreement, submitted by Contractor to, or received by Contractor from, the United
3587 States or California Environmental Protection Agency, the California Department of
3588 Resources Recycling and Recovery (CalRecycle), the Securities and Exchange
3589 Commission or any other federal, State, County, or local agency, including any
3590 federal or State court. Copies shall be submitted to Agency simultaneously with
3591 Contractor's filing or submission of such matters with said agencies. Contractor's
3592 routine correspondence to said agencies need not be submitted to Agency, but shall
3593 be made available to Agency promptly upon Agency's written request.

3594 **9.09 UPON-REQUEST REPORTING**

3595 A. **Holiday Tree Services.** Within ten (10) Business Days of Agency's request,
3596 Contractor shall report the Tonnage of Holiday Trees Collected at the Drop Box sites
3597 or at drop-off sites (if drop-off sites were established).

- 3598 B. **Summary Assessment.** Within thirty (30) Days of Agency's request, highlight
3599 significant accomplishments and problems. Identify recommendations and/or plans
3600 to improve services.
- 3601 C. **Hazardous Waste Records.** A summary or copy of the Hazardous Waste records
3602 required under Section 8.07.D.
- 3603 D. **GPS Route Reports.** Contractor shall provide GPS reports as reasonably requested
3604 by Agency or SBWMA.
- 3605 E. **Other.** The Agency reserves the right to request additional reports from the
3606 Contractor, and the Contractor shall deliver such reports within twenty-five (25)
3607 Business Days of such request provided that such information is similar in nature to
3608 the required elements of the monthly, quarterly, or annual reporting requirements
3609 described in Sections 9.05, 9.06, and 9.07. If the information requested by the
3610 Agency is not typically part of the Contractor's reporting requirements described in
3611 Sections 9.05, 9.06, and 9.07, Contractor shall provide such information if the
3612 Contractor is required to maintain the information under the record-keeping
3613 requirements described in Sections 9.01, 9.02, and 9.03.
- 3614 Contractor acknowledges that the Agency has to submit information to State and local
3615 agencies related to the Act, AB 341, AB 1826, and SB 1383 and may require
3616 additional reporting from the Contractor. If Agency needs additional information to
3617 complete its reports, Contractor shall provide additional information to the extent
3618 Contractor has maintained records on the information requested. The Parties
3619 acknowledge that Contractor shall provide reports to the Agency, and shall not submit
3620 reports to State or local agencies on the behalf of the Agency.
- 3621

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ARTICLE 10 FRANCHISE FEE AND OTHER FEES

3624 **10.01 GENERAL**

3625 The fees described in this Article shall be treated as Other Pass-Through Costs for the
3626 purposes of determining the Revenue Requirement and shall be recoverable through the
3627 Agency-approved Rates and Charges that Contractor bills Customers. Contractor shall
3628 separately identify any of the fees established under this Article on Customer bills if
3629 directed to do so by Agency.

3630 **10.02 FRANCHISE FEE**

3631 In consideration of the exclusive franchise granted to Contractor by this Agreement, and
3632 to reimburse Agency for costs incurred in administering this Agreement, Contractor shall
3633 pay to Agency a Franchise Fee specified in Attachment M.

3634 **10.03 OTHER FEES**

3635 Agency has adopted other fees, which are intended to recover the costs of services related
3636 to Solid Waste management, Recycling, and cleanliness of public streets and/or public
3637 litter and Recycling containers through inclusion in Rates. The other fees currently in
3638 effect, or which are expected to be in effect as of January 1, 2021 are listed in Attachment
3639 M.

3640 **10.04 TIME AND METHOD OF PAYMENT**

3641 On or before the twentieth (20th) Day of each month, Contractor shall pay to Agency (i) the
3642 amount of the Franchise Fees due on Gross Revenues Billed during the immediate
3643 previous month, and (ii) one-twelfth of any other fee established by Agency unless Agency
3644 directs a different payment schedule for such other fees.

3645 Contractor shall provide, concurrently with the payment of fees, a statement showing the
3646 calculation of each fee, including the Gross Revenues Billed from Customers in each
3647 Service Sector for that month. The statement shall be in a format, and contain the level
3648 of detail, specified by Agency. Payments from Contractor to Agency shall be made by
3649 wire transfer or other method authorized by Agency.

3650 If a fee is not paid on time, Contractor shall pay a late payment charge to the Agency equal
3651 to two percent (2%) of the fees due for that month. In addition, Contractor shall pay an
3652 additional two percent (2%) on any unpaid balance for each thirty (30) Day period a portion
3653 of the fee due remains unpaid. Late payment charges are not included in Contractor's
3654 Compensation and may not be recovered through Rates or Charges. Changes to
3655 Contractor's Compensation to reflect increases or decreases in fees, or the addition of
3656 new fees, are not subject to the Special Compensation Review provisions in Section
3657 11.05.

3658 **10.05 ADJUSTMENTS TO FEES; ADDITIONAL FEES**

3659 Agency may from time to time adjust the amount of the fees described in this Article and
3660 may establish other fees. Changes in the total amount of fees to be collected by
3661 Contractor and remitted to Agency shall be reflected in an adjustment to Contractor's
3662 Compensation and Rates.

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ARTICLE 11 CONTRACTOR'S COMPENSATION AND RATES

3666 **11.01 OVERVIEW**

- 3667 A. Contractor's Compensation includes three components:
- 3668 1. Annual Cost of Operations. These include the cost of labor, equipment, materials
3669 and supplies, fuel, insurance, bonds, taxes, overhead and all other costs
3670 necessary to perform all the services required, in the manner required, by this
3671 Agreement, with the exception of costs identified in subsection A.3.
- 3672 2. Profit. Contractor's profit is determined by applying the Operating Ratio of ninety
3673 and one-half percent (90.5%) to annual costs of operation described in subsection
3674 A.1.
- 3675 3. Contractor Pass-Through Costs. These consist of costs that Contractor is
3676 obligated to pay but on which Contractor does not earn a profit and consist of: (i)
3677 interest expense, and (ii) adjustments to compensation to reflect Agency-specific
3678 Agreement changes (labeled in Attachment N as "Contract Changes to Specific
3679 Agencies").
- 3680 B. Attachment N includes baseline financial and operational information that shall be
3681 used to calculate Contractor's Compensation for 2021. The projected 2021 Annual
3682 Costs of Operation, Profit, and Contractor Pass-Through Costs shown on Attachment
3683 N: (i) were prepared by Contractor; (ii) were allocated among Member Agencies
3684 based on the allocations used for Contractor's Application for Rate Year 2017; and,
3685 (ii) have been adjusted to reflect refinements in the scope of services and decisions
3686 by individual Member Agencies as to specific programs, levels of service, or other
3687 unique factors affecting only their jurisdiction.
- 3688 C. Contractor's Compensation for Rate Year Eleven (2021) shall be determined as
3689 provided in Section 11.02.A. Annually thereafter, Contractor's Compensation shall
3690 be adjusted as provided in Section 11.02.D.
- 3691 D. After the conclusion of each Rate Year, SBWMA will conduct a revenue reconciliation
3692 process as provided in Section 11.03. The purpose of this procedure is to reconcile
3693 Net Revenues Billed by Contractor for a Rate Year with the approved Contractor's
3694 Compensation for that Rate Year. Adjustments to Contractor's Compensation will be
3695 made in a subsequent Rate Year to recover any excess revenue from Contractor or
3696 to compensate Contractor for a revenue shortfall.
- 3697 E. However, no adjustments to Contractor's Compensation will be made for differences
3698 between total costs of operation or Contractor Pass-Through Costs as calculated for
3699 the Rate Year and as actually incurred, with the exception of cost differences due to
3700 changes in scope of services (Section 15.12) or as authorized by a special
3701 compensation review (Section 11.05) or an adjustment under Section 3.03.B. If
3702 Contractor's actual annual cost of operations, actual profits and actual Contractor's
3703 Pass-Through Costs are more or less than the amounts included in the annual
3704 calculation of Contractor's Compensation, Contractor is neither entitled to an increase
3705 in compensation, nor subject to a reduction in compensation, in future Rate Years.

3706 **11.02 DETERMINATION OF CONTRACTOR'S COMPENSATION**

3707 A. **Contractor's Compensation for Rate Year Eleven (2021).** Contractor's
3708 Compensation for 2021 shall be determined in 2020 by adjusting Contractor's
3709 projected 2021 Contractor's Compensation shown on Attachment N to reflect the
3710 following factors:

- 3711 • Change in Customer account and service levels as provided in Attachment K;
- 3712 and,
- 3713 • Change in fuel prices as provided in Attachment K.

3714 B. **Different Compensation Methods for Other Member Agency.** If Contractor enters
3715 into a franchise agreement with any other Member Agency which uses a substantially
3716 different methodology for calculating Contractor's Compensation than that set forth in
3717 Article 11 and Attachments K and N of this Agreement, then (i) for purposes of
3718 calculating Contractor's Compensation under this Agreement, Contractor's costs of
3719 providing service to such other Member Agency shall continue to be calculated using
3720 the methodology set forth in Attachments K and N, and, (ii) Contractor's
3721 Compensation for providing service to such other Member Agency shall be as set
3722 forth in the franchise agreement between it and Contractor. Any such franchise
3723 agreement shall (i) implement the performance incentives and disincentives provided
3724 for in this Agreement, and, (ii) require Contractor to pay sums due to SBWMA for
3725 delivery of materials from such Member Agency to Shoreway Recycling and Disposal
3726 Center.

3727 C. **Reserved**

3728 D. **Contractor's Compensation for Subsequent Rate Years.** Contractor's
3729 Compensation shall be adjusted annually, commencing with the determination of
3730 Contractor's Compensation for Rate Year Twelve (2022) and continuing through the
3731 remaining Term including any extension periods to reflect inflation (or deflation),
3732 changes in service levels, and the difference between Contractor's Compensation
3733 approved for the prior Rate Year (e.g., 2021) and Net Revenues Billed (e.g., 2021)
3734 and similarly for subsequent Rate Years.

3735 E. **No Changes for Actuals.** During the Term, no changes to Contractor's
3736 Compensation will be made to reflect actual costs, actual profit, or actual Contractor
3737 Pass-Through Costs, except for adjustments related to vehicle acquisition costs, as
3738 provided in Attachment K.

3739 F. **Change in Contractor's Compensation for Rate Years Eight, Nine, and Ten**
3740 **(2018, 2019, 2020).** The Contractor's Compensation for Rate Years Eight, Nine, and
3741 Ten (2018, 2019, 2020) shall be determined in accordance with the procedures
3742 specified in Attachment K of the 2009 Franchise Agreement with the following
3743 exceptions:

- 3744 1. In Rate Years Eight, Nine, and Ten (2018, 2019, 2020), an adjustment shall be
3745 made to allocated indirect costs to account for a reduction in the staffing of
3746 Contractor's Waste Zero Specialists (from 8 full-time positions to 6 full-time
3747 positions). The adjustment shall be made by adding a new line item to the
3748 Contractor's Compensation adjustment calculations (after the General and
3749 Administrative line item), which shall be titled "Adjustment for Waste Zero
3750 Specialists" and include a negative amount of \$200,000 for Rate Year Eight (2018).

3751 The annual reduction amount shall be adjusted annually for Rate Year Nine (2019)
3752 and Ten (2020) using the same adjustment method used to adjust the General and
3753 Administrative costs.

3754 2. In Rate Year Ten (2020), the vehicle depreciation shall be \$4,092,539.

3755 **11.03 ANNUAL REVENUE RECONCILIATION PROCESS**

3756 After completion of each Rate Year, a revenue reconciliation process will be implemented
3757 as provided in this Section and further described in Attachment K, Section 10.

3758 The purpose of this process is to determine, for each Member Agency, the difference
3759 between the actual Net Revenue Billed by Contractor for such Member Agency for the
3760 preceding Rate Year and the calculated Contractor's Compensation approved for such
3761 Member Agency for that Rate Year.

3762 The Contractor shall submit a report to Agency and SBWMA on or before March 31 of
3763 each Rate Year, commencing March 31, 2021.

3764 The report shall include the following information (items) for the preceding Rate Year:

3765 A. **Gross Revenue Billed.** Gross Revenue Billed is the total amount billed by Contractor
3766 or Agency to Customers for all services attributable to the Rate Year in question as
3767 further defined in Attachment A. The report shall identify the amount of Gross
3768 Revenue Billed attributable to each Member Agency. (In the case of Member
3769 Agencies that bill Customers directly for some or all of the services provided by
3770 Contractor, Gross Revenue Billed shall include all amounts paid to Contractor by
3771 those Member Agencies.)

3772 B. **Payments to SBWMA.** Payments to SBWMA are the amounts charged by SBWMA
3773 for delivery of materials to the Designated Transfer and Disposal Facility. They do
3774 not include payments to SBWMA pursuant to Section 6.02 for excess Contamination.
3775 The report shall identify the amount of these payments attributable to each Member
3776 Agency, using the methodology described in Attachment K, Section 8.

3777 C. **Payments to Agencies for Franchise Fees and Other Fees Described in Article**
3778 **10.** The report shall identify the amount of these payments attributable to the Rate
3779 Year in question made to each Member Agency.

3780 D. **Revenues Attributable to Additional Service.** In addition to regularly scheduled
3781 Collection service, Contractor may provide additional services to Customers or
3782 Agency on regular basis or "on-call" basis. A list of these additional services and
3783 Charges is included as Attachment Q. Contractor shall bill Customer for these
3784 services, or Agency when services are provided to Agency, at Agency-approved
3785 Charges specified in Attachment Q. The report shall identify the amount of billings for
3786 each Member Agency for additional services listed on Attachment.

3787 Because the amount of such additional services may vary from year to year and is
3788 unpredictable, the costs and revenues associated with them are not included in
3789 SBWMA's prospective calculation of Contractor's Compensation or in the revenue
3790 reconciliation process described in Attachment K, with the exception that the revenue
3791 reconciliation process shall include Gross Billed Revenue received from SFD
3792 Customers that subscribe to Backyard Collection Services up to the first twenty
3793 percent (20%) of SFD Customers that subscribe to such service. If more than twenty
3794 percent (20%) of the SFD Customers subscribe to Backyard Collection Services,

3795 Contractor shall retain revenues received from SFD Customers in excess of the first
3796 twenty percent (20%) of SFD Customers that subscribe to Backyard Collection
3797 Services. For example, if 10,000 SFD Customer subscribe to Collection services, the
3798 Gross Billed Revenue from up to 2,000 SFD Customers subscribing to Backyard
3799 Collection Services shall be included in the revenue reconciliation process. To
3800 continue this example, revenues from any additional SFD Customers (above the first
3801 2,000 Customers) subscribing to Backyard Collection Services shall not be included
3802 revenue reconciliation and shall be retained by the Contractor. The report provided
3803 by Contractor shall include the Backyard Collection Service revenues and calculation
3804 of the portion of such revenues to be included in the revenue reconciliation.

3805 E. **Net Revenue Billed.** Net Revenue Billed equals the result obtained by subtracting
3806 the sum of items B, C, and D above from item A above [i.e., Net Revenue Billed = A
3807 – (B+C+D)]. In this calculation, item D shall equal the Gross Revenue Billed from
3808 Attachment Q Charges less revenue to be included in the revenue reconciliation
3809 process for the Backyard Collection Service charge as described in item D above.

3810 F. **Liquidated Damages; Performance Incentives and Disincentives.** Liquidated
3811 Damages assessed by Member Agencies pursuant to Section 14.07 are not included
3812 in the revenue reconciliation process. Similarly, performance incentive payments and
3813 performance disincentive assessments provided for in Section 11.07 are not included
3814 in the revenue reconciliation process.

3815 G. **Comparison to Contractor's Compensation.** The report shall identify the approved
3816 Contractor's Compensation for each Member Agency and shall compare it to Net
3817 Revenue Billed for such Member Agency to determine the revenue shortfall or
3818 revenue surplus.

3819 H. **SBWMA Review.** The SBWMA will review the report and underlying financial data
3820 for accuracy, will confer with Member Agencies to confirm data as to each Agency,
3821 and will meet with Contractor to resolve any errors or inconsistencies.

3822 The SBWMA will incorporate its conclusions as to revenue shortfalls or revenue
3823 surpluses experienced by Contractor as to each Member Agency into its calculation
3824 of Contractor's Compensation for the following Rate Year distributed to all Member
3825 Agencies in the fall of each year.

3826 I. **Final Rate Year.** The revenue reconciliation process will be conducted for the last
3827 Rate Year of the Agreement.

3828 **11.04 APPLICATION PROCESS FOR CONTRACTOR'S COMPENSATION**

3829 A. **Application Date and Content.** Contractor shall prepare and submit to Agency and
3830 SBWMA by June 15 of each year, beginning on June 15, 2020 for Rate Year Eleven
3831 (2021) Contractor's Compensation, an Application for determination of Contractor's
3832 Compensation for the next Rate Year. This Application shall cover all Member
3833 Agencies and shall present the calculation of Contractor's Compensation for each
3834 Member Agency using the methodology prescribed in Attachment K and illustrated in
3835 Attachment N. Contractor shall provide any additional information requested by the
3836 Agency or by SBWMA during its review of the Application.

3837 B. **Review of Application.** The Application shall be reviewed by SBWMA for accuracy
3838 and consistency with the procedures for determining Contractor's Compensation
3839 specified in this Agreement as described in Attachment K. SBWMA shall share with

3840 Contractor any factual or calculation errors identified in the Application and Contractor
3841 shall have the opportunity to revise its Application.

3842 C. **SBWMA Report on Application.** As provided in Attachment K, SBWMA staff shall
3843 distribute, on or before September 1 of each year, a report in draft form which (i)
3844 identifies the amount of Contractor's Compensation and Pass-Through Costs
3845 calculated for each Agency for the following Rate Year, and (ii) provides an overall
3846 percentage increase or decrease in Agency's Rates which SBWMA calculates will
3847 generate Customer revenues sufficient to cover Contractor's Compensation and
3848 Pass-Through Costs.

3849 SBWMA will take into account comments received from Agency and other Member
3850 Agencies within ten (10) Days after distribution of the report in draft form. A final
3851 report will be presented to and considered by the SBWMA Board of Directors and
3852 approved for distribution to all Member Agencies on or before October 1 of each year.
3853 The determination of Contractor's Compensation and the estimation of Pass-Through
3854 Costs for each Member Agency contained in the final Report shall be binding on
3855 Contractor and Agency.

3856 **11.05 SPECIAL COMPENSATION REVIEW**

3857 A. **Eligible Items.** The Contractor may apply to the Agency for consideration of a special
3858 review of Contractor's Compensation, and the Agency may initiate such a review, if
3859 one or more of the following events occur and cause an increase in or decrease to
3860 Contractor's Compensation by two percent (2%) or more for the then-current Rate
3861 Year. If one or more of the following events occur and cause an increase in or
3862 decrease to Contractor's Compensation by less than two percent (2%) for the then-
3863 current Rate Year, such cost impact shall be considered at the time the annual
3864 Contractor's Compensation adjustment process is performed in accordance with
3865 Section 11.02, and Contractor may be compensated retroactively for such cost
3866 subject to Agency approval.

- 3867 1. Provision of emergency services pursuant to Section 7.08.
3868 2. Flood, earthquake, or other similar catastrophic event affecting the Agency which
3869 is beyond the control of and not the fault of the Contractor.
3870 3. Change in Law occurring after January 1, 2011.
3871 4. Changes in the Rates charged for Backyard Collection Service and/or Curbside
3872 Collection Service that alter the price differential between the two, causing
3873 Customers to migrate from one to the other, with the result of increasing or
3874 decreasing Contractor's annual cost of operation by two percent (2%) or more.

3875 A special compensation review must be requested by Contractor, or initiated by
3876 Agency, within twelve (12) months after one of the above-described events has
3877 occurred unless otherwise agreed to by the Agency.

3878 B. **Ineligible Items.** A special review of Contractor's Compensation may not be initiated
3879 for any of the following reasons:

- 3880 1. Increases or decreases in Contractor's cost of operations in excess of the
3881 adjustments provided through the annual adjustment mechanism described in
3882 Attachment K.

- 3883 2. Growth or decline in the number of Customers or their service levels, with the
3884 exception of adjustments described in Attachment K.
- 3885 3. Changes in the mix of Container sizes or frequency of Collection, with the
3886 exception of adjustments described in Attachment K.
- 3887 C. **Review of Costs.** Agency shall have the right to review any and all financial and
3888 operating records of Contractor. Agency will take into account the net overall impact
3889 of the event on Contractor's Compensation, including reductions in cost resulting from
3890 curtailments in service levels or other factors.
- 3891 D. **Submittal of Request.** Contractor must submit its request for a special review in a
3892 form and manner specified by the Agency, together with required cost and operational
3893 data. Agency will review the request and determine the amount owed, if any, to
3894 Contractor and the time period to be covered by special compensation
3895 circumstances.
- 3896 E. **Burden of Justification.** In a special compensation review under this Section,
3897 Contractor shall bear the burden of justifying to the Agency by substantial evidence
3898 its entitlement to continuation of current, as well as any increases in, Contractor's
3899 Compensation. If the Agency determines that the Contractor has not met its burden,
3900 it shall notify Contractor that it is prepared to deny Contractor's request for an increase
3901 in compensation, or to proceed with a reduction in compensation. Within ten (10)
3902 Days after such notice, Contractor may request a hearing before the Agency's
3903 governing body to produce additional evidence. Upon such request, the Agency shall
3904 provide a hearing before the Agency governing body.
- 3905 F. **Hearing.** Based on evidence presented to it, including, that submitted by Contractor,
3906 the Agency governing body may grant some, all, or none of the requested increase
3907 in, or may reduce, Contractor's Compensation. In the event Agency denies
3908 Contractor's requested increase in whole or in part, Contractor shall have the right to
3909 present its claim to a court of competent jurisdiction.
- 3910 G. **Cost of Review.** Contractor shall bear all reasonable costs incurred by Agency
3911 (including assistance provided to it by SBWMA) of a special review which it has
3912 requested up to a maximum of sixty thousand dollars (\$60,000). Costs of a review
3913 requested by Contractor may not be included in Contractor's Compensation, charged
3914 to Agency or Customers, nor included in the calculation used as rationale to initiate a
3915 special compensation review.

3916 **11.06 COMPENSATION ADJUSTMENTS FOR CHANGES IN SCOPE OF SERVICES OR**
3917 **SERVICE LEVELS**

3918 In the event the Agency directs a change in accordance with Section 15.12, an equitable
3919 adjustment in Contractor's Compensation will be made, effective with the commencement
3920 of the change, to reflect increases or decreases, if any, in Contractor's Compensation.
3921 The adjustment in compensation will also reflect the corresponding change in profit. The
3922 change in Contractor's Compensation will therefore consist of the sum of (i) the
3923 incremental change to costs, and (ii) profit adjustment at the allowed operating ratio of
3924 ninety and one-half percent (90.5%).

3925 Within forty-five (45) Days of a request by Agency to initiate a change in service,
3926 Contractor shall present a proposal to Agency containing a complete description of the
3927 following, if and to the extent applicable:

- 3928 1. Collection methodology to be employed.
- 3929 2. Equipment to be utilized (number of vehicles, types, capacity, age, etc.).
- 3930 3. Labor requirements (number of employees by classification).
- 3931 4. Type of Containers to be used.
- 3932 5. Description of program publicity/education/marketing materials to be developed.
- 3933 6. Estimated Tonnage to be diverted and the methodology for determining that diverted
- 3934 Tonnage.
- 3935 7. Anticipated impacts of the change, if any, on performance incentive and disincentive
- 3936 measures included in Attachment I.
- 3937 8. Description of end uses of Collected material.
- 3938 9. Three (3) year projection of the financial impact of the program's operations in a
- 3939 balance sheet and operating statement format including documentation of the key
- 3940 assumptions underlying the projections and the support for those assumptions, giving
- 3941 full effect to the savings or costs to existing services and the Rate impact to affected
- 3942 Customers.
- 3943 10. Monitoring tools and quantitative measures including: cost per Ton; annual diversion;
- 3944 and pre-implementation as well as expected post-implementation route information
- 3945 including cost per route and accounts or lifts per route per Day.

3946 **11.07 RATE-SETTING PROCESS**

- 3947 A. **General.** The Agency shall be solely responsible for establishing and adjusting Rates
- 3948 as described in this Article.
- 3949 B. **Annual Review Process.** The Rates shall be reviewed annually by Agency,
- 3950 commencing with Rate Year Eleven (2021) and continuing through the remaining
- 3951 Term including any extension periods. The Agency shall adjust Rates as necessary
- 3952 to generate annual Gross Revenues Billed equal to Contractor's Compensation
- 3953 approved for the Rate Year and other approved Pass-Through Costs (such as
- 3954 Disposal and processing costs and Agency fees).
- 3955 If Agency elects to set Rates that are below those recommended in the SBWMA
- 3956 report, (or delays acting to revise Rates such that the recommended Rates do not go
- 3957 into effect until after January 1), and the Revenue Reconciliation process conducted
- 3958 by SBWMA for that Rate Year demonstrates that Net Revenues Billed were less than
- 3959 the approved Contractor's Compensation contained in the SBWMA report, interest
- 3960 shall accrue on the difference. Interest shall apply (i) to fifty percent (50%) of the
- 3961 difference during the Rate Year in which the shortfall in revenue occurred, and (ii)
- 3962 one-hundred percent (100%) of the difference during the immediately following Rate
- 3963 Year. The interest rate applied to both years shall be the prime rate in effect when
- 3964 SBWMA issued the report for that Rate Year plus one percent (1%). Interest payment
- 3965 arrangements shall be governed by the July 8, 2015 Memorandum of Understanding
- 3966 between Contractor and SBWMA, which is provided in Attachment S.
- 3967 C. **Rate Structure.** The Agency shall have the sole and exclusive right to change the
- 3968 relationship of individual Rates in comparison with other Rates and to allocate total
- 3969 Contractor's Compensation among Service Sectors and Lines of Business. If a
- 3970 change in the Rates charged for Backyard Collection service or Curbside Collection

3971 service causes a Customer migration from one to the other which in turn increases or
3972 decreases Contractor's annual cost of operation, either Party may initiate a special
3973 compensation review subject to conditions specified in Section 11.05.

3974 If at any time Contractor believes that a Rate not included in the Agency-approved
3975 Rate schedule would be necessary or useful, Contractor shall notify the Agency and
3976 recommend establishment of such Rate. For example, if a Customer requests
3977 Collection of a fifteen (15) cubic yard Compactor five (5) times per week and the
3978 Agency-approved Rate schedule does not include this level of service, the Contractor
3979 shall recommend that the Agency establish a Rate for this level of service.

3980 D. **Liquidated Damages.** Contractor shall pay Agency the amounts, if any, due for
3981 Liquidated Damages under Section 14.07 and Attachment J with submittal of its
3982 annual report to Agency pursuant to Section 9.07.

3983 E. **Performance Incentives and Disincentives.** Contractor shall submit an annual
3984 report on the Performance Incentives and Disincentives detailed in Attachment I with
3985 submittal of its quarterly and annual reports to Agency and SBWMA pursuant to
3986 Section 9.06 and Section 9.07. Contractor shall pay Agency or Agency shall pay
3987 Contractor the net amount, if any, due for Performance Incentives and Disincentives
3988 calculated pursuant to Section 11.07, Attachment I, and Attachment N.

3989 Payment related to Performance Incentives and Disincentives are to be included in
3990 Contractor's Application and Contractor's Compensation for the next Rate Year will
3991 be increased or decreased by the net amount of Performance Incentive payments
3992 and Disincentive assessments calculated.

3993 **11.08 NOTICE OF RATE ADJUSTMENTS**

3994 If requested by Agency, Contractor shall provide Agency with a complete and current list
3995 of its Customer addresses within ten (10) Days of the request. In addition, if requested by
3996 Agency, Contractor shall arrange for notices (prepared by Agency) to be mailed.

3997 **11.09 POTENTIAL RATE CONSTRAINTS**

3998 A. The parties recognize that, as of the date this Agreement is entered into, there is no
3999 authoritative judicial determination of whether Articles 13.C and 13.D of the California
4000 Constitution apply to rates and charges imposed by private enterprises for Solid
4001 Waste handling and Recycling services when those charges are regulated by a local
4002 government.

4003 Until such authoritative judicial guidance is available, the Agency intends to provide
4004 notice of proposed Rates or Charges increases, and an opportunity for public hearing
4005 and protest as required by Article 13.D of the California Constitution. { Member
4006 Agencies to delete this sentence if it does not pertain to their Rate-setting practices.}

4007 B. The Agency will not be in default of this Agreement if (i) a majority protest prevents a
4008 proposed Rate increase from being adopted, (ii) a court rules that Rates adopted by
4009 the Agency are not consistent with Article 13.D, or (iii) an initiative reduces Rates from
4010 those in effect. After any such event, the Parties shall promptly meet and confer in
4011 good faith to consider modifications to service levels commensurate with the Rates
4012 that Contractor may legally charge.

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ARTICLE 12
AGENCY RIGHT TO USE EQUIPMENT AND
FACILITIES

4018 **12.01 PURPOSE**

4019 The Parties recognize (i) that frequent and continuous collection of Solid Waste, Targeted
4020 Recyclable Materials, and Organic Materials is an essential public service and an
4021 important element of public health in developed communities such as Agency, and (ii) that
4022 even a temporary interruption in the Collection and transport services entrusted to
4023 Contractor may threaten the public health and safety, as well as causing serious financial
4024 harm to business operations in the Agency.

4025 The purpose of this Article is to provide the Agency the ability to respond to such threats
4026 to the public health, safety, and welfare by making use of Contractor's Facilities and
4027 equipment. This Article applies to any interruption of services, regardless of whether or
4028 not Contractor's failure to perform is excused under Section 14.09.

4029 **12.02 CONDITIONS AUTHORIZING AGENCY'S RIGHT TO USE OF FACILITIES AND**
4030 **EQUIPMENT**

4031 If Contractor, for any reason, fails, refuses or is unable to Collect Solid Waste, Targeted
4032 Recyclable Materials, and Organic Materials at the times and in the manner required by
4033 this Agreement, and transport them to the Designated Transfer and Processing Facility,
4034 for more than two (2) Business Days, Agency may invoke this Article. Agency shall
4035 provide Contractor written notice that it intends to consider invoking this Article at a public
4036 meeting of its governing body, to be held two (2) or more Business Days from the date of
4037 the notice.

4038 At the meeting, the governing body may invoke its rights under this Article if it determines
4039 that there has been an interruption in Collection service and that such interruption may
4040 continue, thereby threatening the public health, safety and welfare. If the governing body
4041 makes that determination, it may also determine to exercise the Agency's right to (i)
4042 perform Collection and transport services with its own personnel and/or those of other
4043 Member Agencies which have invoked this right under their Franchise Agreements with
4044 Contractor or authorize a third party to do so, and (ii) take possession of any of
4045 Contractor's property, including vehicles and other equipment used or useful in providing
4046 such services or in the Billing and collection of Rates billed for such services (collectively
4047 "Properties").

4048 **12.03 NOTICE TO CONTRACTOR**

4049 Agency shall deliver written notice to Contractor of its determination to exercise its right to
4050 provide Collection services and to make use of Contractor's Properties to do so. Upon
4051 receipt of the notice, Contractor shall immediately take all steps necessary to make
4052 available to Agency any of its vehicles and equipment that are requested by Agency.
4053 Contractor shall also cooperate in any other way requested by Agency to assist Agency
4054 in providing Collection services on a temporary basis.

4055 **12.04 RIGHTS AND RESPONSIBILITIES OF PARTIES**

4056 Agency will be responsible for the proper use and operation of Contractor's Properties,
4057 including maintenance and repair of vehicles and equipment. Agency will defend,
4058 indemnify and hold Contractor harmless from claims by third parties that are due solely to
4059 Agency's negligence in operating Contractor's vehicles or equipment, and not due in whole
4060 or in part to defects in the design or manufacture of the vehicles or equipment or to
4061 Contractor's failure to maintain them in good and safe operating condition.

4062 If the interruption in service is excused under Section 14.09, Agency will pay Contractor
4063 one hundred dollars (\$100) per Business Day per vehicle, which will constitute full
4064 compensation for use of all Properties. If the interruption in service constitutes a breach
4065 of contract or default, no payment is required.

4066 Revenue received from Customers that is attributable to the period of time during which
4067 Agency provides temporary Collection service shall accrue to Agency rather than
4068 Contractor.

4069 Agency may delegate the use and operation of any or all of Contractor's Properties to a
4070 third party.

4071 If the interruption of Collection service is caused by a breach of contract or default by
4072 Contractor, Liquidated Damages and performance disincentives will continue to accrue
4073 until Contractor resumes the provision of Collection services in full compliance with the
4074 Agreement.

4075 **12.05 DURATION OF AGENCY'S RIGHT TO POSSESSION AND USE OF**
4076 **VEHICLES/EQUIPMENT**

4077 Agency may retain possession of Contractor's Properties and provide Collection services
4078 until the Contractor demonstrates to Agency's satisfaction that it is ready, willing, and able
4079 to resume providing such services, or one hundred eighty (180) Days from the notice given
4080 under Section 12.03, whichever occurs first.

4081 Agency has no obligation to exercise its rights under this Article or, having done so, to
4082 continue to provide Collection services. It may at any time, in its sole discretion, relinquish
4083 possession of Contractor's Properties to Contractor.

4084 Contractor's Properties shall be returned to Contractor in a condition substantially the
4085 same as that which existed at the time the Agency took possession of them, ordinary wear
4086 and tear excepted.

4087 **12.06 GENERAL**

4088 The Agency's exercise of its rights under this Article, (i) does not constitute taking or
4089 damaging of property for which compensation (other than as provided in this Article) must
4090 be paid, and (ii) does not exempt Contractor from its indemnity obligations under Article
4091 13, which are meant to extend to circumstances arising under this Article, provided that
4092 Contractor is not required to indemnify Agency against claims arising from the sole
4093 negligence of Agency's employees or agents in the operation and use of Contractor's
4094 Properties during the time the Agency has sole possession of them.

4095 The Agency's exercise of its rights under this Article does not limit its ability to seek any
4096 of the remedies available to it under Article 14.

4097 The Agency's rights under this Article do not preclude its permanent acquisition of
4098 Contractor's vehicles and equipment used in providing service to Agency through the
4099 exercise of eminent domain.
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ARTICLE 13
INDEMNITY, INSURANCE, BOND, GUARANTY

4103 **13.01 INDEMNIFICATION**

4104 Contractor shall indemnify, defend, and hold harmless Agency, its officers, employees and
4105 agents (collectively, the "Indemnitees"), from and against (i) any and all liability, penalty,
4106 claim, demand, action, proceeding, or suit, of any and every kind and description, whether
4107 judicial, quasi-judicial, or administrative in nature, (ii) any and all loss including, but not
4108 limited to, injury to and death of any person and damage to property, and (iii) contribution
4109 or indemnity demanded by third parties (collectively, the "Claims"), arising out of or
4110 occasioned in any way by, directly or indirectly, Contractor's performance of, or its failure
4111 to perform, its obligations under this Agreement. The foregoing indemnity shall not apply
4112 to the extent that a Claim is caused solely by the active negligence or intentional
4113 misconduct of the Indemnitees, but shall apply if the Claim is caused by the joint
4114 negligence of Contractor and other Persons, including an Indemnitee. Upon the
4115 occurrence of any Claim, Contractor shall defend (with attorneys reasonably acceptable
4116 to Agency) the Indemnitees. Contractor's duty to defend and indemnify shall survive the
4117 expiration or earlier termination of this Agreement.

4118 **13.02 INSURANCE**

4119 A. **Types and Amounts of Coverage.** Contractor shall procure from an insurance
4120 company or companies admitted or authorized to do business in the State of
4121 California, and shall maintain in force at all times during the Term, the following types
4122 and amounts of insurance:

4123 1. **Workers' Compensation and Employer's Liability.** Contractor shall maintain
4124 workers' compensation insurance covering its employees in statutory amounts and
4125 otherwise in compliance with the laws of the State of California. Contractor shall
4126 maintain employer's liability insurance in an amount not less than one million
4127 dollars (\$1,000,000) per accident or disease. Contractor shall not be obligated to
4128 carry workers compensation insurance if (i) it qualifies under California law and
4129 continuously complies with all statutory obligations to self-insure against such
4130 risks; (ii) furnishes a certificate of Permission to Self Insure issued by the
4131 Department of Industrial Relations; and (iii) furnishes updated certificates of
4132 Permission to Self Insure periodically to evidence continuous self insurance.

4133 2. **Comprehensive General Liability.** Contractor shall maintain comprehensive
4134 general liability insurance with a combined single limit of not less than ten million
4135 dollars (\$10,000,000) per occurrence covering all claims and all legal liability for
4136 personal injury, bodily injury, death, and property damage, including the loss of
4137 use thereof, arising out of, or occasioned in any way by, directly or indirectly,
4138 Contractor's performance of, or its failure to perform, services under this
4139 Agreement.

4140 The insurance required by this subsection shall include:

- 4141 (i) Premises Operations (including use of owned and non-owned
4142 equipment);
- 4143 (ii) Personal Injury Liability with employment exclusion deleted;

- 4144 (iii) Broad Form Blanket Contractual with no exclusions for bodily injury,
4145 personal injury or property damage (including coverage for the indemnity
4146 obligations contained herein);
- 4147 (iv) Owned, Non-Owned, and Hired Motor Vehicles;
- 4148 (v) Broad Form Property Damage.

4149 The comprehensive general liability insurance shall be written on an “occurrence”
4150 basis (rather than a “claims made” basis) in a form at least as broad as the most
4151 current version of the Insurance Service Office commercial general liability
4152 occurrence policy form (CG0001). If occurrence coverage is not obtainable,
4153 Contractor must arrange for “tail coverage” on a claims made policy to protect
4154 Agency from claims filed within four (4) years after the expiration or earlier
4155 termination of this Agreement relating to incidents that occurred prior to such
4156 expiration or termination.

4157 3. Automobile Liability. Contractor shall maintain automobile liability insurance
4158 covering all vehicles used in performing service under this Agreement with a
4159 combined single limit of not less than ten million dollars (\$10,000,000) per
4160 occurrence for bodily injury and property damage.

4161 4. Pollution (Environmental Impairment) Liability. Contractor shall maintain pollution
4162 liability insurance coverage of not less than ten million dollars (\$10,000,000) per
4163 occurrence covering claims for on-site, under-site, or off-site bodily injury and
4164 property damage as a result of pollution conditions arising out of its operations
4165 under this Agreement.

4166 B. Acceptability of Insureds. The insurance policies required by this section shall be
4167 issued by an insurance company or companies admitted to do business in the State
4168 of California, subject to the jurisdiction of the California Insurance Commissioner, and
4169 with a rating in the most recent edition of Best’s Insurance Reports of size category
4170 XV or larger and a rating classification of A+ or better.

4171 C. Required Endorsements. Without limiting the generality of Sections 13.02.A and
4172 13.02.B, the policies shall contain endorsements in substantially the following form:

4173 1. Workers’ Compensation and Employers’ Liability Policy.

4174 (a) “Thirty (30) Days prior written notice shall be given to the City of Menlo Park
4175 in the event of cancellation or non-renewal of this policy.” Such notice shall
4176 be sent to:

4177 City of Menlo Park, Att: City Manager, Finance Manager, and
4178 Sustainability Manager, 701 Laurel Street, Menlo Park, CA
4179 94025

4180 (b) “Insurer waives all right of subrogation against the City of Menlo Park and its
4181 officers and employees for injuries or illnesses arising from work performed
4182 for the City of Menlo Park.”

4183 2. Comprehensive General Liability Policy; Automobile Liability Policy; Pollution
4184 Liability Policy; and Hazardous Materials Policy.

4185 (a) “Thirty (30) Days prior written notice shall be given to the City of Menlo Park
4186 in the event of cancellation, reduction of coverage, or non-renewal of this
4187 policy.” Such notice shall be sent to:

4188 City of Menlo Park, Att: City Manager, Finance Manager, and
4189 Sustainability Manager, 701 Laurel Street, Menlo Park, CA
4190 94025

4191 (b) "The City of Menlo Park, its officers, employees, and agents are additional
4192 insureds on this policy."

4193 (c) "This policy shall be considered primary insurance as respects any other valid
4194 and collectible insurance maintained by the City of Menlo Park, including any
4195 self-insured retention or program of self-insurance, and any other such
4196 insurance shall be considered excess insurance only."

4197 (d) "Inclusion of the City of Menlo Park as an insured shall not affect the City of
4198 Menlo Park's rights as respects any claim, demand, suit or judgment brought
4199 or recovered against the Contractor. This policy shall protect Contractor and
4200 the City of Menlo Park in the same manner as though a separate policy had
4201 been issued to each, but this shall not operate to increase the company's
4202 liability as set forth in the policy beyond the amount shown or to which the
4203 company would have been liable if only one party had been named as an
4204 insured."

4205 D. **Deductibles and Self-Insured Retentions.** The liability policies described in
4206 Sections 13.02.A(2) and 13.02.A(3) may contain a deductible or self-insured retention
4207 not to exceed \$500,000 per occurrence. This amount may not be increased without
4208 Agency's prior written consent.

4209 Contractor remains responsible for the payment of all losses and investigation, claim
4210 administration and defense expenses, including those of the Agency.

4211 E. **Delivery of Proof of Coverage.** No later than ninety (90) Days before the
4212 commencement of operations, Contractor shall furnish Agency one or more
4213 certificates of insurance on a standard ACORD form substantiating that each of the
4214 coverages required hereunder is in force, in form and substance satisfactory to
4215 Agency. Such certificates shall show the type and amount of coverage, effective
4216 dates and dates of expiration of policies and shall be accompanied by all required
4217 endorsements. If Agency requests, copies of each policy, together with all
4218 endorsements, shall also be promptly delivered to Agency. Contractor shall furnish
4219 renewal certificates to Agency to demonstrate maintenance of the required coverages
4220 throughout the Term.

4221 F. **Other Insurance Requirements**

4222 1. In the event performance of any services is delegated to a Subcontractor,
4223 Contractor shall require such subcontractor to provide statutory workers'
4224 compensation insurance and employer's liability insurance for all of the
4225 Subcontractor's employees engaged in the work. The liability insurance required
4226 by Section 13.02.A(2) and the automobile liability policy required by Section
4227 13.02.A(3) shall cover all Subcontractors or the Subcontractor must furnish
4228 evidence of insurance provided by it meeting all of the requirements of this
4229 Section 13.02.

4230 2. Contractor shall comply with all requirements of the insurers issuing policies.
4231 The carrying of insurance shall not relieve Contractor from any obligation under
4232 this Agreement, including those imposed by Section 13.01. If any claim is made

4233 by any third Person against Contractor or any Subcontractor on account of any
4234 occurrence related to this Agreement, other than claims by employees for work-
4235 related incidents, Contractor shall promptly report the facts in writing to the
4236 insurance carrier and to the Agency.

4237 3. If Contractor fails to procure and maintain any insurance required by this
4238 Agreement, Agency may take out and maintain such insurance as it may deem
4239 proper and may require Contractor to reimburse it for the cost incurred within
4240 thirty (30) Days and/or deduct the cost from any monies due Contractor. Agency
4241 may also treat the failure as a Contractor default.

4242 4. Agency is not responsible for payment of premiums for or deductibles under any
4243 required insurance coverages.

4244 5. Any excess or umbrella policies shall be written on a “following form” basis.

4245 **13.03 FAITHFUL PERFORMANCE BOND**

4246 Pursuant to the 2009 Franchise Agreement, Contractor shall have a faithful performance
4247 bond in effect until December 31, 2020. On or before the Commencement Date,
4248 Contractor shall file with Agency a bond securing the Contractor’s faithful performance of
4249 its obligations under this Agreement. The principal sum of the bond shall be no less than
4250 ten percent (10%) of the amount of the Rate Year Ten (2020) annual Revenue
4251 Requirement for Agency shown on Attachment N. The form of the bond shall be as set
4252 out in Attachment F. The bond shall be executed as surety by a corporation admitted to
4253 issue surety bonds in the State of California, regulated by the California Insurance
4254 Commissioner, and with a financial condition and record of service satisfactory to Agency.

4255 The term of the bond shall be twenty-four (24) months. The bond shall be extended, or
4256 replaced by a new bond in the same principal sum (adjusted by the Annual Index Change
4257 in the CPI-U, which are defined in Attachment K), for the same term (i.e., twenty-four (24)
4258 months) and in the same form, bi-annually thereafter. Not less than ninety (90) Days
4259 before the expiration of the initial, or any subsequent, bond, Contractor shall furnish either
4260 a replacement bond or a continuation certificate substantially in the form attached as
4261 Attachment F, executed by the surety.

4262 It is the intention of this Section that there be in full force and effect at all times a bond
4263 securing the Contractor’s faithful performance of the Agreement, throughout its Term.

4264 For the purposes of this Section, the Consumer Price Index shall be “CPI-U” means the
4265 All Urban Consumers Index (CPI-U) compiled and published by the U.S. Department of
4266 Labor, Bureau of Labor Statistics or its successor agency, using the following parameters.

4267 CPI-U Parameters:

4268 Area – San Francisco-Oakland-San Jose Metropolitan Area

4269 Item – All Items

4270 Base Period – Current 1982-84=100

4271 Not seasonally adjusted

4272 Periodicity – Bi-monthly

4273 Series ID – cuura422sa0

4274 **13.04 ALTERNATIVE SECURITY**

4275 Agency may, in its sole discretion, allow Contractor to provide alternative security in the
4276 amount set forth in Section 13.03, in the form of (a) a prepaid irrevocable standby letter of

4277 credit in form and substance satisfactory to Agency, approved by the Agency's Attorney
4278 and issued by a financial institution acceptable to Agency, or (b) a certificate of deposit in
4279 the name of the Agency and in a form and with a term satisfactory to Agency, accompanied
4280 by an agreement giving Agency the right to draw on the funds deposited satisfactory to
4281 Agency and with a financial institution acceptable to Agency. Interest on the certificate of
4282 deposit will be payable to Contractor.

4283 **13.05 HAZARDOUS WASTE INDEMNIFICATION**

4284 Contractor shall indemnify, defend, and hold harmless the Indemnitees against all claims,
4285 of any kind whatsoever paid, incurred, or suffered by, or asserted against Indemnitees
4286 arising from or attributable to any repair, cleanup or detoxification, or preparation and
4287 implementation of any removal, remedial, response, closure, or other plan (regardless of
4288 whether undertaken due to governmental action) concerning any Hazardous Wastes
4289 released, spilled, or disposed of by Contractor pursuant to this Agreement. The foregoing
4290 indemnity is intended to operate as an agreement pursuant to Section 107(e) of the
4291 Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"),
4292 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to
4293 defend, protect, hold harmless, and indemnify Indemnitees from liability and shall survive
4294 the expiration or earlier termination of this Agreement. Notwithstanding the foregoing,
4295 Contractor is not required to indemnify the Indemnitees against claims arising from
4296 Contractor's delivery of Solid Waste, Recyclable Materials, and Organic Materials to the
4297 Designated Transfer and Processing Facility, or their subsequent delivery to other
4298 processing locations or the ultimate Disposal Site, unless such claims are due to
4299 Contractor's negligence or willful misconduct.

4300 **13.06 INDEMNIFICATION RELATED TO VARIOUS STATE REQUIREMENTS**

4301 Contractor agrees to indemnify and hold harmless the Indemnitees against all fines and/or
4302 penalties imposed by the California Department of Resources Recycling and Recovery
4303 (CalRecycle) or the Local Enforcement Agency (LEA) based on Contractor's failure to
4304 comply with laws, regulations, or permits issued or enforced by CalRecycle or the LEA or
4305 caused or contributed to by the Contractor's failure to perform obligations under this
4306 Agreement. This indemnity obligation is subject to the limitations and conditions in Public
4307 Resource Code Section 40059.1 but is enforceable to the maximum extent allowable by
4308 that Section. This indemnity shall survive the termination or earlier expiration of this
4309 Agreement. The indemnity shall pertain to the Act, AB 341, AB 901, AB 1826, AB 1594,
4310 SB 1016, SB 1383, and other laws, regulations, or permits issued or enforced by the
4311 CalRecycle or the LEA.

4312 **13.07 GUARANTY**

4313 Concurrently with execution of the 2009 Franchise Agreement, Contractor furnished a
4314 Guaranty of its performance thereunder, in the form of Attachment G, properly executed
4315 by Recology Inc., a California corporation. Said Guaranty by its terms applies to any
4316 amendment to the 2009 Franchise Agreement, including this Agreement. Recology Inc.
4317 then owned and as of the date hereof continues to own all of the issued and outstanding
4318 common stock of Contractor.

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ARTICLE 14 DEFAULT AND REMEDIES

4322 **14.01 EVENTS OF DEFAULT**

4323 Each of the following shall constitute an event of default ("Contractor default"):

- 4324 A. Contractor fails to perform its obligations under Article 5, 6, or 7 of this Agreement
4325 and its failure to perform is not cured within ten (10) Business Days after written notice
4326 from Agency.
- 4327 B. Contractor fails to perform its obligations under any other Article of this Agreement
4328 and its failure to perform is not cured within ten (10) Days after written notice from
4329 Agency, provided that if the nature of the failure is such that it will reasonably require
4330 more than ten (10) Days to cure, Contractor shall not be in default so long as it
4331 promptly commences the cure and diligently proceeds to completion of the cure, and
4332 provided further that neither notice nor opportunity to cure applies to events described
4333 in subsections C through H.
- 4334 C. Contractor ceases to provide Collection and transportation services for a period of
4335 two (2) Business Days for any reason within the Contractor's control, including labor
4336 unrest such as strike, work stoppage or slowdown, sickout, picketing, or other
4337 concerted job action by Contractor's employees.
- 4338 D. Contractor files a voluntary petition for relief under any bankruptcy, insolvency, or
4339 similar law.
- 4340 E. An involuntary petition is brought against Contractor under any bankruptcy,
4341 insolvency, or similar law which remains un-dismissed or un-stayed for ninety (90)
4342 Days.
- 4343 F. Contractor fails to furnish a replacement bond or a continuation certificate of the
4344 existing bond not less than ten (10) Days before expiration of the performance bond,
4345 as required by Section 13.03 or fails to maintain all required insurance coverage in
4346 force.
- 4347 G. Contractor fails to provide reasonable assurance of performance when required
4348 under Section 14.10.
- 4349 H. A representation or warranty contained in Article 2 proves to be false or misleading
4350 in a material respect as of the date such representation or warranty was made.

4351 **14.02 RIGHT TO SUSPEND OR TERMINATE UPON DEFAULT**

- 4352 A. Upon any Contractor default, Agency may terminate this Agreement or suspend it, in
4353 whole or in part. Such suspension or termination shall be effective thirty (30) Days
4354 after Agency has given notice of suspension or termination to Contractor, except that
4355 such notice may be effective in a shorter period of time, or immediately, if the
4356 Contractor default is one which endangers the health, welfare, or safety of the public,
4357 such as the failure to Collect Solid Waste, Recyclable Materials, or Organic Materials
4358 for the period of time specified in Section 14.01.C. Notice may be given orally in
4359 person or by telephone to the representative of Contractor designated in or under
4360 Section 15.10 (or, if he/she is unavailable, to a responsible employee of Contractor)
4361 and shall be effective immediately. Written confirmation of such oral notice of

4362 suspension or termination shall be sent by personal delivery, facsimile, or other
4363 expedited means of delivery to Contractor within twenty-four (24) hours of the oral
4364 notification at the address shown in Section 15.09. Contractor shall continue to
4365 perform the portions of the Agreement, if any, not suspended, in full conformity with its
4366 terms.

4367 B. Agency may also suspend or terminate this Agreement, upon the same notice
4368 provisions, if Contractor's ability to perform is prevented or materially interfered with
4369 by a cause which excuses nonperformance under Section 14.09, despite the fact that
4370 nonperformance in such a case is neither a breach nor a Contractor default.

4371 **14.03 SPECIFIC PERFORMANCE**

4372 By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-
4373 quality service, the lead time required to effect alternative service, and the rights granted
4374 by Agency to Contractor, the remedy of damages for a breach hereof by Contractor is
4375 inadequate and Agency shall be entitled to injunctive relief.

4376 **14.04 RIGHT TO PERFORM; USE OF CONTRACTOR PROPERTY**

4377 If this Agreement is suspended and/or terminated due to a Contractor default, Agency
4378 shall have the right to perform, by contract, in conjunction with other Member Agencies,
4379 or otherwise, the work herein or such part thereof as it may deem necessary. In the event
4380 of Contractor's default, Agency shall have the right to use any of Contractor's equipment,
4381 Facilities, and other property reasonably necessary for the provision of services hereunder
4382 and for the Billing and collection of Rates and Charges billed for those services, upon the
4383 terms provided in Article 12. Agency shall have the right to continue use of such property
4384 until other suitable arrangements can be made for the provision of such services, which
4385 may include the award of a contract to another service provider.

4386 **14.05 DAMAGES**

4387 Contractor shall be liable to Agency for all direct, indirect, special, and consequential
4388 damages arising out of Contractor's default. This Section is intended to be declarative of
4389 existing California law.

4390 **14.06 AGENCY'S REMEDIES CUMULATIVE**

4391 Agency's rights to suspend or terminate the Agreement under Section 14.02, to obtain
4392 specific performance under Section 14.03, and to perform under Section 14.04 are not
4393 exclusive, and Agency's exercise of one such right shall not constitute an election of
4394 remedies. Instead, they shall be in addition to any and all other legal and equitable rights
4395 and remedies that Agency may have, including a legal action for damages under Section
4396 14.05 or imposition of Liquidated Damages under Section 14.07.

4397 **14.07 LIQUIDATED DAMAGES**

4398 The Parties acknowledge that consistent, courteous, and efficient Collection of Solid
4399 Waste, Targeted Recyclable Materials, and Organic Materials is of utmost importance and
4400 Agency has considered and relied on Contractor's representations as to its quality of
4401 service commitment in entering into this Agreement. The Parties further recognize that
4402 quantified standards of performance are necessary and appropriate to ensure consistent
4403 and reliable service. The Parties further recognize that if Contractor fails to achieve the
4404 performance standards, Agency and its residents will suffer damages and that it is and will
4405 be impracticable and extremely difficult to ascertain and determine the exact amount of

4406 damages that Agency will suffer. Therefore, the Parties agree that the Liquidated Damage
4407 amounts listed in Attachment J and the Performance Disincentive amounts listed in
4408 Attachment I represent a reasonable estimate of the amount of such damages considering
4409 all of the circumstances existing on the date of this Agreement, including the relationship
4410 of the sums to the range of harm to Agency that reasonably could be anticipated and
4411 recognition that proof of actual damages would be costly or inconvenient. By initialing the
4412 places provided, each Party specifically confirms the accuracy of the statements made
4413 above and the fact that each Party had ample opportunity to consult with legal counsel
4414 and obtain an explanation of this liquidated damage provision at the time that this
4415 Agreement was made.

4416 Contractor Initial Here: MS

Agency Initial Here: M

4417 Contractor agrees to pay (as liquidated damages and not as a penalty) the amount set
4418 forth in Attachments J and I.

4419 In addition to considering the reports submitted by Contractor pursuant to Article 9, Agency
4420 may determine the occurrence of events giving rise to Liquidated Damages or
4421 Performance Disincentives through the observation of its own employees or agents,
4422 through discussions with Customers, and through investigation of Customer Complaints
4423 made directly to Agency. Prior to assessing Liquidated Damages or Performance
4424 Disincentives based on such observations or investigations, Agency shall give Contractor
4425 notice of its intention to do so. The notice will include a brief description of the
4426 incident(s)/non-performance. Contractor may review (and make copies at its own
4427 expense) all non-confidential information in the possession of Agency relating to
4428 incident(s)/non-performance. Contractor may, within ten (10) Days after receiving the
4429 notice, request a meeting with Agency's Manager or his or her designee. Contractor may
4430 present evidence in writing and through testimony of its employees and others relevant to
4431 the incident(s)/non-performance. Agency's Manager or his or her designee will provide
4432 Contractor with a written explanation of his or her determination on each incident(s)/non-
4433 performance prior to authorizing the assessment of Liquidated Damages or Performance
4434 Disincentives. The decision of Agency's Manager or his or her designee shall be final.

4435 Agency's right to recover Liquidated Damages for Contractor's failure to meet the service
4436 performance standards shall not preclude Agency from obtaining equitable relief for
4437 persistent failures to meet such standards nor from terminating the Agreement for such
4438 persistent failures.

4439 14.08 AGENCY DEFAULT

4440 Agency shall be in default under this Agreement ("Agency default") in the event Agency
4441 commits a material breach of the Agreement and fails to cure such breach within thirty
4442 (30) Days after receiving notice from the Contractor specifying the breach, provided that
4443 if the nature of the breach is such that it will reasonably require more than thirty (30) Days
4444 to cure, Agency shall not be in default so long as Agency promptly commences the cure
4445 and diligently proceeds to completion of the cure.

4446 In the event of an asserted Agency default, Contractor shall continue to perform all of its
4447 obligations hereunder until a court of competent jurisdiction has issued a final judgment
4448 declaring that Agency is in default.

4449 **14.09 EXCUSE FROM PERFORMANCE**

4450 A. **Force Majeure.** Neither Party shall be in default of its obligations under this
4451 Agreement in the event, and for so long as, it is impossible or extremely impracticable
4452 for it to perform its obligations due to an “act of God” (including, but not limited to,
4453 flood, earthquake, or other catastrophic events), war, insurrection, riot, labor unrest
4454 of other than the Party’s employees (including strike, work stoppage, slowdown, sick
4455 out, picketing, or other concerted job action), or other similar cause not the fault of,
4456 and beyond the reasonable control of, the Party claiming excuse. A Party claiming
4457 excuse under this Section must (i) have taken reasonable precautions, if possible, to
4458 avoid being affected by the cause, and (ii) notify the other Party in writing as provided
4459 in Subsection C.

4460 B. **Obligation to Restore Ability to Perform.** Any suspension of performance by a
4461 Party pursuant to this Section shall be only to the extent, and for a period of no longer
4462 duration than, required by the nature of the event, and the Party claiming excuse shall
4463 use its best efforts to remedy its inability to perform as quickly as possible and to
4464 mitigate damages that may occur as result of the event.

4465 C. **Notice.** The Party claiming excuse shall deliver to the other Party a written notice of
4466 intent to claim excuse from performance under this Agreement by reason of an event
4467 of Force Majeure. Notice required by this Section shall be given promptly in light of
4468 the circumstances, but in any event not later than five (5) Days after the occurrence
4469 of the event of Force Majeure. Such notice shall describe in detail the event of Force
4470 Majeure claimed, the services impacted by the claimed event of Force Majeure, the
4471 expected length of time that the Party expects to be prevented from performing, the
4472 steps which the Party intends to take to restore its ability to perform, and such other
4473 information as the other Party reasonably requests.

4474 D. **Agency's Rights in the Event of Force Majeure.** The partial or complete
4475 interruption or discontinuance of Contractor’s services caused by an event of Force
4476 Majeure shall not constitute a Contractor default. Notwithstanding the foregoing: (i)
4477 Agency shall have the right to make use of Contractor’s Facilities and equipment in
4478 accordance with Article 12 in the event of non-performance excused by Force
4479 Majeure; (ii) if Contractor’s failure to perform by reason of Force Majeure continues
4480 for a period of thirty (30) Days or more, Agency shall have the right to immediately
4481 terminate this Agreement; (iii) if Contractor is unable to Collect and transport Solid
4482 Waste as required by this Agreement for a period of two (2) or more consecutive
4483 Business Days or for any three (3) Business Days in a seven (7) Day period as a
4484 result of Force Majeure, Agency shall have the right to make use of Contractor’s
4485 Facilities and equipment in accordance with Article 12, and (iv) if Contractor’s inability
4486 to Collect and transport Solid Waste continues for two (2) Days or more from the date
4487 by which Contractor gave or should have given notice under Subsection C, Agency
4488 may terminate this Agreement.

4489 **14.10 ASSURANCE OF PERFORMANCE**

4490 If Contractor (i) persistently suffers the imposition of Liquidated Damages under Section
4491 14.07; (ii) is the subject of any labor unrest including work stoppage or slowdown, sickout,
4492 picketing, or other concerted job action; (iii) appears in the reasonable judgment of Agency
4493 to be unable to regularly pay its bills as they become due; (iv) is the subject of a civil or

4494 criminal proceeding brought by a federal, State, regional, or local agency for violation of
4495 an Environmental Law in the performance of this Agreement, or (v) performs in a manner
4496 that causes Agency to be uncertain about Contractor's ability and intention to comply with
4497 this Agreement, Agency may, at its option and in addition to all other remedies it may
4498 have, demand from Contractor reasonable assurances of timely and proper performance
4499 of this Agreement, in such form and substance as Agency may require.

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ARTICLE 15 OTHER AGREEMENTS OF THE PARTIES

4503 **15.01 RELATIONSHIP OF PARTIES**

4504 The Parties intend that Contractor shall perform the services required by this Agreement
4505 as an independent contractor engaged by Agency and not as an officer or employee of
4506 Agency nor as a partner of or joint venturer with Agency. No employee or agent of
4507 Contractor shall be deemed to be an employee or agent of Agency. Except as expressly
4508 provided herein, Contractor shall have the exclusive control over the manner and means
4509 of conducting the services performed under this Agreement, and over all Persons
4510 performing such services. Contractor shall be solely responsible for the acts and
4511 omissions of its officers, employees, Subcontractors, and agents. Neither Contractor nor
4512 its officers, employees, Subcontractors, and agents shall obtain any rights to retirement
4513 benefits, workers' compensation benefits, or any other benefits which accrue to Agency
4514 employees by virtue of their employment with Agency.

4515 **15.02 COMPLIANCE WITH LAW**

4516 In providing the services required under this Agreement, Contractor shall at all times
4517 comply with all Applicable Laws of the United States, the State and Agency, with all
4518 applicable ordinances, regulations promulgated by federal, state, regional, or local
4519 administrative and regulatory agencies, and by Agency, now in force and as they may be
4520 enacted, issued, or amended during the Term, and with all permits affecting the services
4521 to be provided.

4522 **15.03 ASSIGNMENT**

4523 Contractor acknowledges that this Agreement involves rendering a vital service to
4524 Agency's residents and businesses, and that Agency has selected Contractor to perform
4525 the services specified herein based on (i) Contractor's experience, skill, and reputation for
4526 conducting its operations in a safe, effective, and responsible fashion, and (ii) Contractor's
4527 and the Guarantor's financial resources to maintain the required equipment and to support
4528 its indemnity obligations to Agency under this Agreement. Agency has relied on each of
4529 these factors, among others, in choosing Contractor to perform the services to be
4530 rendered by Contractor under this Agreement.

4531 A. **Agency Consent Required.** Contractor shall not assign its rights or delegate or
4532 otherwise transfer its obligations under this Agreement to any other Person without
4533 the prior written consent of Agency. Any such assignment made without the consent
4534 of Agency shall be void and the attempted assignment shall constitute a Contractor
4535 default.

4536 B. **Assignment Defined.** For the purpose of this Section, "assignment" shall include,
4537 but not be limited to, (i) a sale, exchange, or other transfer to a third party of
4538 substantially all of Contractor's assets dedicated to service under this Agreement; (ii)
4539 a sale, exchange, or other transfer of outstanding common stock of Contractor to a
4540 Person who is not a shareholder as of the Effective Date which results in a change in
4541 control of Contractor; (iii) any dissolution, reorganization, consolidation, merger, re-
4542 capitalization, stock issuance or reissuance, voting trust, pooling agreement, escrow
4543 arrangement, liquidation, or other transaction which results in a change of ownership
4544 or control of Contractor; (iv) any assignment by operation of law, including insolvency

4545 or bankruptcy, an assignment for the benefit of creditors, a writ of attachment for an
4546 execution being levied against this Agreement, appointment of a receiver taking
4547 possession of Contractor's property, or transfer occurring in the event of a probate
4548 proceeding; and (v) any combination of the foregoing (whether or not in related or
4549 contemporaneous transactions) which has the effect of any such transfer or change
4550 of ownership, or change of control of Contractor.

4551 C. **Consent Requirements.** If Contractor requests Agency's consideration of and
4552 consent to an assignment, Agency may deny or approve such request in its complete
4553 discretion. No request by Contractor for consent to an assignment need be
4554 considered by Agency unless and until Contractor has met the following
4555 requirements:

4556 1. Contractor shall pay Agency its reasonable expenses for attorneys' fees and
4557 investigation costs necessary to investigate the suitability of any proposed
4558 assignee, and to review and finalize any documentation required as a condition for
4559 approving any such assignment;

4560 2. Contractor shall furnish Agency with audited financial statements of the proposed
4561 assignee's operations for the immediately preceding three (3) operating years;

4562 3. Contractor shall furnish Agency with satisfactory proof: (i) that the proposed
4563 assignee has at least ten (10) years of Solid Waste/Recycling management
4564 experience on a scale equal to or exceeding the scale of operations conducted by
4565 Contractor under this Agreement; (ii) that in the last five (5) years, the proposed
4566 assignee has not been the subject of any administrative or judicial proceedings
4567 initiated by a federal, State, or local agency having jurisdiction over its operations
4568 due to an alleged failure to comply with federal, State, or local laws or that the
4569 proposed assignee has provided Agency with a complete list of such proceedings
4570 and their status; (iii) that the proposed assignee conducts its operations in a safe
4571 and environmentally conscientious manner, in accordance with sound Solid Waste
4572 management practices in full compliance with all federal, State, and local laws
4573 regulating the Collection and Disposal of Solid Waste and all Environmental Laws;
4574 and (iv) of any other information required by Agency to ensure the proposed
4575 assignee can fulfill the terms of this Agreement in a timely, safe, and effective
4576 manner.

4577 D. **No Obligation to Consider.** Agency will not be obligated to consider a proposed
4578 assignment if Contractor is in default.

4579 **15.04 AFFILIATED ENTITY**

4580 Contractor will not form or use any Affiliate to perform any of the services or activities
4581 which Contractor is required or allowed to perform under this Agreement, other than as a
4582 Subcontractor approved by Agency under Section 15.04.

4583 If Contractor enters into any financial transactions with an Affiliate for the provision of labor,
4584 equipment, supplies, services, or capital related to the furnishing of service under this
4585 Agreement, that relationship shall be disclosed to Agency, and in the financial reports
4586 submitted to Agency. In such event, Agency's rights to inspect records and obtain financial
4587 data shall extend to records and data of such Affiliate that are relevant to those specific
4588 financial transactions.

4589 **15.05 CONTRACTOR'S INVESTIGATION**

4590 Contractor has made an independent investigation, satisfactory to it, of the conditions and
4591 circumstances surrounding the Agreement and the work to be performed by it. Contractor
4592 has had the opportunity to inspect the Designated Transfer and Processing Facility and to
4593 review the permits governing its operation, as well as the Source Reduction and Recycling
4594 Element adopted by Agency as required by the Act. Contractor has taken such matters
4595 into consideration in agreeing to provide the services required by, for the compensation to
4596 be provided under, this Agreement.

4597 **15.06 RESERVED**

4598 **15.07 CONDEMNATION**

4599 Agency reserves the rights to acquire the Contractor's property utilized in the performance
4600 of this Agreement through the exercise of eminent domain.

4601 **15.08 NOTICE**

4602 All notices, demands, requests, proposals, approvals, consents, and other
4603 communications which this Agreement requires, authorizes or contemplates shall, except
4604 as provided in Article 14, be in writing and shall either be personally delivered to a
4605 representative of the Parties at the address below or be deposited in the United States
4606 mail, first class postage prepaid, addressed as follows:

4607 If to Agency:

4608 City of Menlo Park, Att: City Manager, Finance Manager, and
4609 Sustainability Manager, 701 Laurel Street, Menlo Park, CA
4610 94025

4611

4612 If to Contractor:

4613 General Manager
4614 Recology San Mateo County
4615 225 Shoreway Rd.
4616 San Carlos, CA 94070

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4618 The address to which communications may be delivered may be changed from time to
4619 time by a notice given in accordance with this Section.

4620 Contact information for Contractor's General Manager is as follows:

4621 General Manager
4622 Recology San Mateo County
4623 225 Shoreway Rd.
4624 San Carlos, CA 94070

4625 Contact information for Contractor's Environmental Technician is as follows:

4626 Environmental Technician
4627 Recology San Mateo County
4628 225 Shoreway Rd.
4629 San Carlos, CA 94070

4630 Contractor shall promptly provide Agency the name and contact information for the above
4631 employees if there is a change during the Term.

4632 **15.09 REPRESENTATIVES OF THE PARTIES**

4633 A. **Representatives of Agency.** References in this Agreement to “Agency” shall mean
4634 the City and all actions to be taken by Agency shall be taken by the City Council
4635 except as provided below. The Menlo Park City Council may delegate authority to
4636 the City Manager, and/or to other Agency officials and may permit such officials, in
4637 turn, to delegate in writing some or all of such authority to subordinate officers.
4638 Contractor may rely upon actions taken by such delegates if they are within the scope
4639 of the authority properly delegated to them.

4640 B. **Representative of Contractor.** Contractor shall, by the Commencement Date,
4641 designate in writing a responsible officer who shall serve as the representative of
4642 Contractor in all matters related to the Agreement and shall inform Agency in writing
4643 of such designation and of any limitations upon his or her authority to bind Contractor.
4644 Agency may rely upon action taken by such designated representative as actions of
4645 Contractor unless they are outside the scope of the authority delegated to him/her by
4646 Contractor as communicated to Agency.

4647 **15.10 DUTY OF CONTRACTOR NOT TO DISCRIMINATE**

4648 In the performance of this Agreement Contractor shall not discriminate, nor permit any
4649 subcontractor to discriminate, against any employee, applicant for employment, or
4650 Customer on account of race, color, national origin, ancestry, religion, sex, age, physical
4651 disability, medical condition, sexual orientation, marital status, or other characteristic, in
4652 violation of any Applicable Law.

4653 **15.11 RESERVED**

4654 **15.12 RIGHT OF AGENCY TO MAKE CHANGES IN SERVICES AND SERVICE LEVELS**

4655 A. Agency may, without amending this Agreement, direct Contractor to cease
4656 performing one or more types of service described in Articles 5 or 6, or may direct
4657 Contractor to modify the scope of one or more such services, may direct Contractor
4658 to perform additional Solid Waste, Targeted Recyclable Materials, Organic
4659 Materials, Used Motor Oil, Used Motor Oil Filters, Household Batteries and Cell
4660 Phones or Plant Materials handling services, or may otherwise direct Contractor to
4661 modify its performance under any other Section of this Agreement. In addition,
4662 SBWMA may, without amendment of this Agreement, direct a change in the number
4663 of Waste Zero Specialists as provided in Section 7.04.A, or a change in Other
4664 Services as provided in Section 7.13. Contractor shall promptly and cooperatively
4665 comply with such direction.

4666 B. If such changes cause an increase or decrease in the cost of performing the
4667 services, an equitable adjustment in the Contractor’s Compensation shall be made
4668 pursuant to Section 11.06. Contractor will continue to perform the new or changed
4669 service while the appropriate adjustment in Contractor’s Compensation is being
4670 determined.

4671 C. The Agency shall have the right to terminate a program if, in its discretion, the
4672 Contractor is not cost-effectively achieving the program’s goals and objectives.
4673 Thereafter, the Agency may utilize a third party to perform these services if the

4674 Agency reasonably believes the third party can improve on Contractor's
4675 performance and cost effectiveness. Notwithstanding these changes, Contractor
4676 shall continue the program during the meet and confer period and, thereafter, until
4677 the third party takes over the program. This subsection C applies to programs
4678 initiated at Agency's direction after the Commencement Date that are beyond the
4679 basic scope of services described in Section 4.01.A.

4680 **15.13 TRANSITION TO NEXT SERVICE PROVIDER**

4681 At the expiration of the Term or the earlier termination of the Agreement, or upon Agency's
4682 approval of a proposed assignment, Contractor shall cooperate fully with Agency to ensure
4683 an orderly transition to any and all new service providers. Contractor shall provide, within
4684 ten (10) Days of a written request by Agency, then-current route lists, which identify each
4685 Customer on the route, its service level (number of Containers, Container sizes, frequency
4686 of Collection, scheduled Collection day), any special Collection notes, and detailed then-
4687 current Customer account and Billing information. Contractor may, but is not required to,
4688 sell Collection vehicles and Containers to the next service provider.

4689 Contractor shall upon Agency request, at least one-hundred-eighty (180) Days prior to the
4690 transition of services, attend meetings with the next service provider and with Agency and
4691 SBWMA staff and consultants to plan the recovery of Contractor's Containers and
4692 placement of the new Containers. Contractor shall perform in accordance with such plan
4693 and direct route supervisors to provide "ride-alongs" so that the new service provider's
4694 employees may ride with drivers in Collection vehicles during Collection operations.
4695 Contractor shall direct its drivers and other employees to provide accurate information to
4696 the new provider about routing and Customers.

4697 **15.14 REPORTS AS PUBLIC RECORDS**

4698 The reports, records, and other information submitted or required to be submitted by
4699 Contractor to Agency (and documents copied pursuant to Section 9.02) are public records
4700 within the meaning of that term in the California Public Records Act, Government Code
4701 Section 6250 *et seq.* Unless a particular record is exempted from disclosure by the
4702 California Public Records Act, it must be disclosed to the public by Agency upon request.

4703 Contractor will not object to Agency making available to the public any information
4704 submitted by the Contractor, or required to be submitted in connection with the
4705 Contractor's Compensation, including but not limited to records described in Article 11.

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ARTICLE 16 MISCELLANEOUS PROVISIONS

4709 **16.01 GOVERNING LAW**

4710 This Agreement shall be governed by, and construed and enforced in accordance with,
4711 the laws of the State of California.

4712 **16.02 JURISDICTION**

4713 Any lawsuits between the Parties arising out of this Agreement shall be brought and
4714 concluded in the courts of the State of California, which shall have exclusive jurisdiction
4715 over such lawsuits. With respect to venue, the Parties agree that this Agreement is made
4716 in and will be performed in San Mateo County.

4717 **16.03 BINDING ON SUCCESSORS**

4718 The provisions of this Agreement shall inure to the benefit of and be binding on the
4719 successors and permitted assigns of the Parties.

4720 **16.04 PARTIES IN INTEREST**

4721 Nothing in this Agreement is intended to confer any rights on any Persons other than the
4722 Parties to it and their permitted successors and assigns.

4723 **16.05 WAIVER**

4724 The waiver by either Party of any breach or violation of any provisions of this Agreement
4725 shall not be deemed to be a waiver of any breach or violation of any other provision nor of
4726 any subsequent breach or violation of the same or any other provision.

4727 **16.06 ATTACHMENTS**

4728 Each of the attachments, identified as Attachments "A" through "S," is attached hereto and
4729 incorporated herein and made a part hereof by this reference.

4730 **16.07 ENTIRE AGREEMENT**

4731 This Agreement, including the attachments, represents the full and entire agreement
4732 between the Parties with respect to the matters covered herein and supersedes all prior
4733 negotiations and agreements, either written or oral.

4734 **16.08 SECTION HEADINGS**

4735 The article headings and section headings in this Agreement are for convenience of
4736 reference only and are not intended to be used in the construction of this Agreement nor
4737 to alter or affect any of its provisions.

4738 **16.09 INTERPRETATION**

4739 This Agreement shall be interpreted and construed reasonably and neither for nor against
4740 either Party, regardless of the degree to which either Party participated in its drafting.

4741 **16.10 AMENDMENT**

4742 This Agreement may not be modified or amended in any respect except by a writing signed
4743 by the Parties.

4744 **16.11 SEVERABILITY**

4745 If a court of competent jurisdiction holds any non-material provision of this Agreement to
4746 be invalid and unenforceable, the invalidity or unenforceability of such provision shall not
4747 affect any of the remaining provisions of this Agreement which shall be enforced as if such
4748 invalid or unenforceable provision had not been contained herein.

4749 **16.12 COSTS AND ATTORNEYS' FEES**

4750 The prevailing Party in any action brought to enforce the terms of this Agreement or arising
4751 out of this Agreement may recover its reasonable costs expended in connection with such
4752 an action from the other Party.

4753 **16.13 NO DAMAGES FOR INVALIDATION OF AGREEMENT**

4754 If a final judgment of a court of competent jurisdiction determines that this Agreement is
4755 illegal or was unlawfully entered into by Agency, neither Party shall have any claim against
4756 the other for damages of any kind (including but not limited to loss of profits) on any theory.

4757 **16.14 REFERENCES TO LAWS**

4758 All references in this Agreement to laws and regulations shall be understood to include
4759 such laws and regulations as they may be subsequently amended or recodified, unless
4760 otherwise specifically provided. In addition, references to specific governmental agencies
4761 shall be understood to include agencies that succeed to or assume the functions they are
4762 currently performing.

4763 **16.15 INDEMNITY AGAINST CHALLENGES TO AGREEMENT**

4764 Contractor shall indemnify, defend, and hold harmless SBWMA, Agency, and its and their
4765 officers, employees, and agents (collectively, the "Indemnitees") from and against any and
4766 all liability, claim, demand, action, proceeding, or suit of any and every kind and description
4767 brought by a third party challenging the process by which proposals were solicited and
4768 evaluated, or this Agreement was negotiated or awarded to the extent that such liability,
4769 claim, demand, action, proceeding, or suit was caused by Contractor's failure to comply
4770 with Applicable Law or the instructions of any indemnitee with respect to such process.

4771 **16.16 DISPUTE RESOLUTION**

4772 Should any dispute between the Parties arise out of this Agreement and should the Parties
4773 be unable to resolve the issue, the Parties shall, at the written request of either Party, meet
4774 in mediation and attempt to reach a resolution with the assistance of a mutually acceptable
4775 mediator. Neither Party shall be permitted to file legal action without first meeting in
4776 mediation and making a good faith attempt to reach a mediated resolution, provided that
4777 this limitation shall not apply to a Party if the other Party fails to comply with this section.
4778 The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated
4779 settlement is reached, neither Party shall be deemed the prevailing Party for purposes of
4780 the settlement and each Party shall bear its own legal costs. The mediation shall be
4781 completed within sixty (60) days of the written request of a Party for mediation unless both
4782 Parties agree to extend this timeframe. If litigation is filed regarding any dispute arising
4783 under this Agreement, the action shall be filed in San Mateo County Superior Court and
4784 the court shall award reasonable attorney's fees and costs to the prevailing Party. To the
4785 maximum extent permitted by law, all offers, promises, conduct and statements, whether
4786 oral or written, made in the course of the mediation by any of the Parties, their agents,
4787 employees, experts or attorneys, or by the mediator or any employees of the mediation

4788 service, are confidential, privileged and inadmissible for any purpose, including
4789 impeachment, in any arbitration or other proceeding involving the Parties, provided that
4790 evidence that is otherwise admissible or discoverable shall not be rendered inadmissible
4791 or non-discoverable as a result of its use in the mediation. All applicable statutes of
4792 limitation and defenses based upon the passage of time shall be tolled until the end of the
4793 sixty (60) day period referred to above. The Parties will take such action, if any, required
4794 to effectuate such tolling.

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LAST PAGE OF AGREEMENT

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

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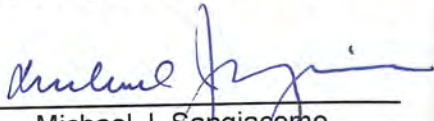
CITY OF MENLO PARK

RECOLOGY SAN MATEO COUNTY

4803
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By: 

Alex D. McIntyre
City Manager


By: 

Michael J. Sangiacomo
President and CEO

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ATTEST: 

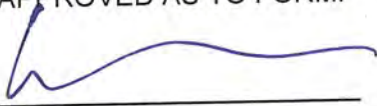
Judi A. Herren
City Clerk

By: 

Cary Chen
Secretary

4809

APPROVED AS TO FORM:



City Attorney



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1 **ATTACHMENT A**
2 **DEFINITIONS**

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

5 **2009 Franchise Agreement**

6 "2009 Franchise Agreement" means the exclusive franchise agreement between Agency and
7 Recology San Mateo County for Solid Waste, Recyclable Materials, and Organic Materials
8 Collection Services for services provided over a ten-year (10-year) period from January 1, 2011
9 through December 31, 2020, as amended on December 17, 2013.

10 **AB 341**

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

16 **AB 1826**

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

22 **Act**

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

25 **Affiliate**

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

31 **Agency**

32 "Agency" means the City of Menlo Park.

33 **Agency Manager**

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

35 **Agreement**

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

38 **Applicable Law**

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

45 **Application**

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

48 **Authority**

49 “Authority” means the South Bayside Waste Management Authority or “SBWMA.”

50 **Average Hold Time**

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

53 **Average Speed of Answer**

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

58 **Backyard Collection Service**

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

61 **Billings**

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

66 **Bin**

67 “Bin” means a metal Container with capacity of approximately one (1) to eight (8) cubic yards,
68 with a hinged lid, with or without wheels, typically serviced by a front-loading Collection vehicle.

69 **Bulky Items**

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

74 **Bulky Item Collection**

75 "Bulky Item Collection" means the Collection of Bulky Items pursuant to the requirements of this
76 Agreement.

77 **Business Days**

78 "Business Days" means days (i.e., Monday through Friday) during which Contractor's office is
79 open to do business with the public.

80 **Cart**

81 "Cart" means a plastic Container with a hinged lid and two wheels that is serviced by an
82 automated or semi-automated Collection vehicle. A Cart has capacity of 20, 30, 60, or 90
83 gallons (or similar volumes specified in Attachment D).

84 **Cell Phones**

85 "Cell Phones" means all telephones used for mobile or cellular communications including
86 batteries used to power cell phones.

87 **Change in Law**

88 "Change in Law" means any of the following events or conditions which has a material and
89 adverse effect on the performance by the Parties of their respective obligations under this
90 Agreement:

91 a. The enactment, adoption, promulgation, issuance, modification, or written change in
92 administrative or judicial interpretation on or after January 1, 2011 of any Applicable
93 Law; or

94 b. The order or judgment of any governmental body, on or after January 1, 2011, to the
95 extent such order or judgment is not the result of willful or negligent action, error or
96 omission or lack of reasonable diligence of the Agency, or of the Contractor, whichever
97 is asserting the occurrence of a Change in Law; provided, however, that the contesting
98 in good faith or the failure in good faith to contest any such order or judgment shall not
99 constitute such a willful or negligent action, error or omission or lack of reasonable
100 diligence.

101 **Charge**

102 "Charge" means the amount payable to Contractor for providing any additional service to
103 Customers and Agencies specified in Attachment Q.

104 **Collect/Collection**

105 "Collect" or "Collection" means to take physical possession, transport, and remove Solid Waste,
106 Targeted Recyclable Materials, Organic Materials, or other materials pursuant to this Agreement
107 within and from Agency.

108 **Collection Container**

109 "Collection Container" means any Container provided by Contractor to store and Collect Solid
110 Waste, Targeted Recyclable Materials, Organics, or any other material targeted for Collection
111 by Contractor or subcontractor of Contractor.

112 **Commencement Date**

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

115 **Commercial**

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

122 **Commercial Diversion Level**

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

130 **Commingle**

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

133 **Community Event**

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

138 **Compactor**

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

143 **Complaint**

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

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

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

152 **Container**

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

156 **Container Relocation Service**

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

162 **Contamination**

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

168 **Contamination Level**

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

173 **Contamination Measurement Procedure**

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

178 **Contractor**

179 "Contractor" means Recology San Mateo County.

180 **Contractor's Compensation**

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

184 **Contractor Pass-Through Costs**

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

188 **County**

189 "County" means the County of San Mateo.

190 **Curbside**

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

194 **Customer**

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

200 **Day**

201 "Day" means calendar day unless otherwise specified.

202 **Designated Transfer and Processing Facility**

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

206 **Designated Waste**

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

212 **Discarded Material**

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

218 **Disposal**

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

220 **Designated Disposal Site**

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

223 **Drop Box**

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

227 **Effective Date**

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

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

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

237 **Environmental Laws**

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

250 **Facility/Facilities**

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

256 **Fiscal Year**

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

258 **Food Scraps**

259 "Food Scraps" means a subset of Organic Materials including: (i) all kitchen and table food
260 waste, and animal, or vegetable fruit, grain, dairy or fish waste that attends or results from the
261 storage, preparation, cooking or handling of foodstuffs, with the exception of animal excrement,
262 (ii) paper waste contaminated with putrescible material, and (iii) biodegradable BPI-certified¹
263 plastic food service ware (where BPI refers to the Biodegradable Products Institute and more
264 information can be found at <http://www.bpiworld.org/science-of-composting>).

265 **Franchise Fee**

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

267 **Generator**

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

271 **Gross Revenue Billed**

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

276 **Guarantor**

277 "Guarantor" means Recology Inc.

278 **Guaranty**

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

280 **Hazardous Substance**

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

296 **Hazardous Waste**

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

303 **Hold Time**

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

308 **Holidays**

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

315 **Holiday Collection Schedule**

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

322 **Holiday Trees**

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

325 **Household Batteries**

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

331 **Household Hazardous Waste**

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

335 **Including**

336 “Including” means including but not limited to.

337 **Infectious Waste**

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

342 **Inquiry**

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

347 **Kitchen Pail**

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

350 **Line of Business**

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

354 **Liquidated Damages**

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

357 **Long Distance Service**

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

362 **Major Appliances**

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

367 **Materials Recovery Facility (MRF)**

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

374 **Measured Contamination Level**

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

379 **Member Agencies**

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

383 **Member Agency Facilities**

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

386 **Missed Pick-Up Collection Event**

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

395 **Missed Pick-Up Initial Complaint**

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

403 **Mixed Use Building or Mixed Use**

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

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

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

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

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

414 **Net Revenue Billed**

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

417 **Occupant**

418 “Occupant” means a Person who occupies a Premises.

419 **On-Call Service**

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

424 **Operating Cost**

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

428 **Operating Ratio**

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

432 **Operator**

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

435 **Organic Materials**

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

444 **Other Pass-Through Costs**

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

449 **Other Recyclable Material**

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

455 **Overage**

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

458 **Overall Diversion Level**

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

464 **Owner**

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

468 **Party(ies)**

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

470 **Pass-Through Cost**

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

474 **Person**

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

478 **Plant Materials**

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

487 **Premises**

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

490 **Previous Contractor**

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

493 **Rates**

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

496 **Rate Year**

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

502 **Recycling**

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

506 **Recycling Blitz**

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

510 **Recycling Tote-Bag**

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

514 **Recyclable Containers**

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

517 **Recyclable Materials**

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

520 **Related Party Entity**

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

523 **Residential**

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

528 **Residential Diversion Level**

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

536 **Residential Premises**

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

541 **Residential Property**

542 "Residential Property" means property used for residential purposes.

543 **Residential Recyclable Materials**

544 "Residential Recyclable Materials" means Targeted Recyclable Materials Collected from both
545 Single-Family Dwelling Customers and Multi-Family Residential Complexes.

546 **Revenue Requirement**

547 "Revenue Requirement" means the total projected amount of revenue that must be included in
548 determination of Agency's Rates to cover all costs associated with Contractor's Compensation,
549 Contractor Pass-Through Costs, and Other Pass-Through Costs for a Rate Year.

550 **SB 1383**

551 "SB 1383" means the Short-lived Climate Pollutants: Methane Emissions: Dairy And Livestock:
552 Organic Waste: Landfills Act of 2016 (Chapter 395, Statutes of 2016 [Lara, SB 1383]), also
553 commonly referred to as "SB 1383", as amended, supplemented, superseded, and replaced
554 from time to time. Of particular significance to the Collection services provided under the terms
555 of this Agreement, SB 1383 establishes State-wide targets for the reduction of Organic
556 Materials Disposal.

557 **SBWMA**

558 "SBWMA" means the South Bayside Waste Management Authority, which is a joint powers
559 authority comprised of the Member Agencies.

560 **SBWMA Service Area**

561 "SBWMA Service Area" means the service area comprised of the SBWMA's Member Agencies,
562 which include the following: Town of Atherton, City of Belmont, City of Burlingame, City of East
563 Palo Alto, City of Foster City, Town of Hillsborough, City of Menlo Park, City of Redwood City,
564 City of San Carlos, City of San Mateo, sections of unincorporated San Mateo County, and West
565 Bay Sanitary District.

566 **Service Area**

567 "Service Area" means the area within, and, if applicable, outside Agency's jurisdictional
568 boundaries with respect to which Agency exercises franchising authority for the Collection of
569 Solid Waste, Targeted Recyclable Materials, Organic Materials, or other materials pursuant to
570 this Agreement.

571 **Service Day**

572 "Service Day" means Monday through Sunday excluding Holidays specified in this Attachment A
573 for the Collection services.

574 **Service Opportunity**

575 "Service Opportunity" means each individual opportunity the Contractor has to Collect Solid
576 Waste, Targeted Recyclable Materials, and Organic Materials from a Customer's Container
577 which is equivalent to the required Single-Family, Multi-Family, and Commercial lifts. For
578 example, for a Single-Family Customer with regular weekly service, Contractor has three (3)

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

581 **Service Sector**

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

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

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

590 **Single-Stream Targeted Recyclable Materials**

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

594 **Solid Waste**

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

600 **Source Separated**

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

605 **Special Handling Service**

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

610 **Specialty Recyclable or Reusable Material**

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

616 **Speed of Answer**

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

620 **Shoreway Recycling and Disposal Facility**

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

623 **State**

624 “State” means the State of California.

625 **Subcontractor**

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

629 **Targeted Recyclable Materials**

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

646 **Term**

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

648 **Ton (or Tonnage)**

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

651 **Transfer Station**

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

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

657 **Spills of Discarded Materials**

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

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

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

667 **Unpermitted Materials**

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

671 **Used Motor Oil**

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

675 **Used Motor Oil Filter**

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

679 **Venue**

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

683 **Waste Zero Specialists**

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

686 **Weekly Collection Service**

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

689 **White Goods**

690 “White Goods” means Major Appliances.

**ATTACHMENT B
LIST OF AGENCY FACILITIES
CITY OF MENLO PARK**

Customer Name	Service Address	Size		# of Units	MON	TUE	WED	THU	FRI	SAT	SUN
CITY OF MENLO PARK - FIRE DEPT	3322 ALAMEDA DE LAS PULGAS #.	2YARD	MSW	1				X			
CITY OF MENLO PARK - FIRE DEPT	3322 ALAMEDA DE LAS PULGAS #.	96GAL	ORG	1			X				
CITY OF MENLO PARK - FIRE DEPT	3322 ALAMEDA DE LAS PULGAS #.	96GAL	REC	2				X			
CITY CAN - MENLO PARK	ALMA PARK	32GAL	MSW	1				X			
CITY CAN - MENLO PARK	ALMA PARK	32GAL	REC	2			X				
TRAIN STATION-ALMA SIDE (MPK)	ALMA ST	32GAL	MSW	4	X		X		X		
TRAIN STATION-ALMA SIDE (MPK)	ALMA ST	32GAL	REC	2					X		
CITY CAN - MENLO PARK (7-11)	ALMA ST * OAK GROVE #.	32GAL	REC	1			X				
CITY CAN - MENLO PARK	ALMA ST & E CREEK DR #.	32GAL	MSW	1				X			
CITY CAN - MENLO PARK	ALMA ST #...	32GAL	MSW	2				X			
CITY CAN - MENLO PARK	ALMA ST #...	32GAL	REC	1				X			
CITY OF MENLO PARK-BURGESS CTR	700 ALMA ST	2YARD	REC	1	X						
CITY OF MENLO PARK-BURGESS CTR	700 ALMA ST	32GAL	MSW	62	X		X		X		
CITY OF MENLO PARK-BURGESS CTR	700 ALMA ST	32GAL	MSW	25	X		X		X	X	X
CITY OF MENLO PARK-BURGESS CTR	700 ALMA ST	2YARD	MSW	1	X		X		X		
CITY OF MENLO PARK - LIBRARY	800 ALMA ST	2YARD	MSW	1	X		X		X		
CITY OF MENLO PARK - LIBRARY	800 ALMA ST	2YARD	REC	1	X	X		X	X		
CITY OF MENLO PARK - LIBRARY	800 ALMA ST	32GAL	MSW	5	X	X	X	X	X		
CITY OF MENLO PARK	801 ALMA ST	2YARD	MSW	1	X	X	X	X	X		
CITY CAN - MENLO PARK	1170 ALMA ST #.	32GAL	MSW	1					X		
CITY CAN - MENLO PARK	1170 ALMA ST #.	32GAL	REC	1					X		
CITY CAN - MENLO PARK	ARBOR RD & CREEK DR	32GAL	MSW	1	X			X			
CITY CAN - MENLO PARK	ARBOR RD & CREEK DR	32GAL	REC	1	X			X			
CITY OF MENLO PARK - CORP YARD	333 BURGESS DR	32GAL	MSW	1	X				X		
CITY OF MENLO PARK - CORP YARD	333 BURGESS DR	3YARD	REC	1			X				
CITY OF MENLO PARK - CORP YARD	333 BURGESS DR	96GAL	MSW	5	X				X		
CITY OF MENLO PARK - CORP YARD	333 BURGESS DR	96GAL	REC	5				X			
CITY OF MENLO PARK	450 BURGESS DR	32GAL	REC	6					X		
CITY OF MENLO PARK	450 BURGESS DR	96GAL	REC	9					X		
CITY CAN - MENLO PARK	CARLTON & HA	32GAL	MSW	1			X				
CITY OF MENLO PARK - FIRE DEPT	1467 CHILCO ST	2YARD	REC	1				X			
CITY OF MENLO PARK - FIRE DEPT	1467 CHILCO ST	2YARD	MSW	1	X		X		X		
CITY OF MENLO PARK - FIRE DEPT	1467 CHILCO ST	64GAL	ORG	1		X					
CITY OF MENLO PARK - FIRE DEPT	1467 CHILCO ST	96GAL	REC	1				X			
CITY OF MENLO PARK	CIVIC CENTER	32GAL	MSW	10	X		X		X		
CITY OF MENLO PARK	CIVIC CENTER #.	32GAL	MSW	3	X				X		
CITY OF MENLO PARK	CIVIC CENTER #.	32GAL	MSW	5	X						
CITY OF MENLO PARK	CIVIC CENTER #...	32GAL	MSW	18	X				X		
CITY CAN - MENLO PARK	CREEK & EL CAMINO * MP	32GAL	MSW	1	X			X			
CITY OF MENLO PK-RECYCL CAN(S)	525 EL CAMINO REAL	32GAL	REC	1					X		
THE TAN GROUP (MPK)	1010 EL CAMINO REAL	96GAL	REC	4	X		X				
CITY CAN - MENLO PARK	1100 EL CAMINO REAL	32GAL	MSW	3			X				
CITY OF MENLO PK-RECYCL CAN(S)	1246 EL CAMINO REAL #.	32GAL	REC	1			X				
CITY OF MENLO PARK - LYLE PARK	FREMONT & MIDDLE AVE	32GAL	MSW	8		X			X		
CITY OF MENLO PARK - LYLE PARK	FREMONT & MIDDLE AVE	32GAL	REC	2			X				
CITY OF MENLO PARK	444 GILBERT AVE #.	32GAL	MSW	1		X					
CITY CAN - MENLO PARK	HALLMARK & VALPARAISO	32GAL	MSW	4				X			
CITY CAN - MENLO PARK	HALLMARK & VALPARAISO	32GAL	REC	1				X			
CITY CAN - MENLO PARK	HAMILTON AVE & MARKET	32GAL	MSW	6			X				
CITY CAN - MENLO PARK	HAMILTON AVE & MARKET	96GAL	REC	5				X			
CITY CAN - MENLO PARK	871 HAMILTON AVE	32GAL	MSW	1	X		X		X		
BELLE HAVEN CHILD CENTER (MPK)	HAMILTON & ALMANAR	32GAL	MSW	1	X		X		X		
BELLE HAVEN CHILD CENTER (MPK)	410 IVY DR	2YARD	MSW	1	X		X		X		
BELLE HAVEN CHILD CENTER (MPK)	410 IVY DR	2YARD	REC	1		X			X		
BELLE HAVEN CHILD CENTER (MPK)	410 IVY DR	32GAL	MSW	2	X		X		X		
BELLE HAVEN CHILD CENTER (MPK)	410 IVY DR	64GAL	ORG	3		X					
CITY OF MENLO PARK - CIVIC CTR	701 LAUREL ST	32GAL	REC	2			X				
CITY OF MENLO PARK-ADMIN BLDG	701 LAUREL ST #.	2YARD	REC	1		X			X		
CITY OF MENLO PARK-ADMIN BLDG	701 LAUREL ST #.	2YARD	MSW	1		X		X			
CITY OF MENLO PARK-ADMIN BLDG	701 LAUREL ST #.	64GAL	ORG	2		X					
CITY OF MPK-CHILDREN'S CENTER	801 LAUREL ST	2YARD	MSW	1	X		X		X		
CITY OF MPK-CHILDREN'S CENTER	801 LAUREL ST	2YARD	REC	1	X		X		X		
CITY OF MPK-CHILDREN'S CENTER	801 LAUREL ST	64GAL	ORG	1		X					
CITY OF MPK-CHILDREN'S CENTER	801 LAUREL ST	96GAL	REC	1	X						
CITY OF MENLO PK-RECYCL CAN(S)	MARKET PL * DEL	32GAL	MSW	5	X				X		
CITY OF MENLO PK-RECYCL CAN(S)	MARKET PL * DEL	32GAL	REC	1				X			
CITY CAN - MENLO PARK	MENALTO AVE & GILBERT	32GAL	MSW	1	X		X		X		
CITY OF MENLO PARK	1933 MENALTO AVE	32GAL	REC	1	X						

**ATTACHMENT B
LIST OF AGENCY FACILITIES
CITY OF MENLO PARK**

Customer Name	Service Address	Size		# of Units	MON	TUE	WED	THU	FRI	SAT	SUN
CITY OF MENLO PARK	720 MENLO AVE	32GAL	REC	1			X				
TRAIN STATION-MERRILL SIDE MPK	MERRILL ST	96GAL	REC	3	X						
MENLO PARK CHAMBER/COMM (MPK)	1100 MERRILL ST	96GAL	REC	2		X			X		
CITY OF MENLO PARK	MIDDLE AVE & ARBOR RD	32GAL	MSW	3		X			X		
CITY OF MENLO PARK	MIDDLE AVE & ARBOR RD	32GAL	REC	5			X				
NEALON PARK (MPK)	802 MIDDLE AVE	32GAL	MSW	16		X			X		
NEALON PARK (MPK)	802 MIDDLE AVE	32GAL	REC	4	X						
NEALON PARK (MPK)	802 MIDDLE AVE	64GAL	REC	1	X						
CITY OF MENLO PARK - FIRE DEPT	170 MIDDLEFIELD RD	96GAL	MSW	2		X					
CITY OF MENLO PARK - FIRE DEPT	170 MIDDLEFIELD RD	96GAL	ORG	1		X					
CITY OF MENLO PARK - FIRE DEPT	170 MIDDLEFIELD RD	96GAL	REC	2					X		
CITY OF MENLO PARK - FIRE DEPT	300 MIDDLEFIELD RD	2YARD	REC	1		X			X		
CITY OF MENLO PARK - FIRE DEPT	300 MIDDLEFIELD RD	2YARD	MSW	1		X			X		
CITY OF MENLO PARK - FIRE DEPT	300 MIDDLEFIELD RD	96GAL	ORG	1		X					
CITY OF MENLO PK-RECYCL CAN(S)	NEAR 1010 UNIVERSITY D	32GAL	REC	1			X				
CITY CAN - MENLO PARK	NEWBRIDGE * WILLOW RD	32GAL	REC	1		X					
CITY CAN - MENLO PARK	NEWBRIDGE * WILLOW RD	96GAL	REC	2		X					
CITY CAN - MENLO PARK	OAK CT	32GAL	MSW	1				X			
CITY CAN - MENLO PARK	OAK GROVE AVE	32GAL	MSW	4	X				X		
CITY CAN - MENLO PARK	OAK GROVE AVE	32GAL	MSW	1			X				
CITY OF MENLO PARK - FIRE DEPT	700 OAK GROVE AVE	64GAL	MSW	2			X				
CITY OF MENLO PARK - FIRE DEPT	700 OAK GROVE AVE	96GAL	ORG	2			X				
CITY OF MENLO PARK - FIRE DEPT	700 OAK GROVE AVE	96GAL	REC	2			X				
CITY CAN - MENLO PARK	POPE AND WOODLAND	32GAL	MSW	1		X		X			
CITY CAN - MENLO PARK	RAVENSWOOD AVE	32GAL	MSW	5	X				X		
CITY CAN - MENLO PARK	555 RAVENSWOOD AVE	96GAL	MSW	3	X		X		X		
CITY CAN - MENLO PARK	555 RAVENSWOOD AVE	96GAL	REC	2	X						
FREMONT PARK (MPK)	SANTA CRUZ AVE	32GAL	MSW	11	X		X		X	X	X
FREMONT PARK (MPK)	SANTA CRUZ AVE	32GAL	REC	3	X						
CITY CAN - MENLO PARK	510 SANTA CRUZ AVE	32GAL	MSW	1				X		X	
CITY OF MENLO PARK	600 SANTA CRUZ AVE	3YARD	REC	1	X	X	X	X	X		
CITY OF MENLO PARK	600 SANTA CRUZ AVE	6YARD	REC	1	X	X	X	X	X		
CITY OF MENLO PARK	601 SANTA CRUZ AVE	2YARD	REC	1	X		X		X	X	
CITY OF MENLO PARK	601 SANTA CRUZ AVE	32GAL	MSW	1	X		X		X		
CITY OF MENLO PARK	601 SANTA CRUZ AVE	32GAL	REC	1	X		X		X		
CITY OF MENLO PARK	601 SANTA CRUZ AVE	6YARD	REC	1	X	X	X	X	X	X	
CITY OF MENLO PARK	601 SANTA CRUZ AVE	6YARD	REC	1	X	X	X	X	X	X	
CITY OF MENLO PARK	700 SANTA CRUZ AVE	6YARD	REC	1	X	X	X	X	X	X	
CITY OF MENLO PARK	701 SANTA CRUZ AVE	32GAL	MSW	1	X		X		X		
CITY OF MENLO PARK	701 SANTA CRUZ AVE	6YARD	REC	1	X	X	X	X	X	X	
CITY OF MENLO PARK	720 SANTA CRUZ AVE #.	32GAL	MSW	2	X		X		X	X	
CITY OF MENLO PARK	720 SANTA CRUZ AVE #.	32GAL	REC	2	X		X		X	X	
CITY CAN -MENLO PARK	800 SANTA CRUZ AVE	2YARD	REC	1	X	X	X	X	X		
CITY CAN -MENLO PARK	800 SANTA CRUZ AVE	32GAL	MSW	1	X		X		X	X	
CITY CAN -MENLO PARK	800 SANTA CRUZ AVE	32GAL	REC	1	X		X		X	X	
CITY CAN -MENLO PARK	800 SANTA CRUZ AVE	3YARD	REC	2	X	X	X	X	X		
CITY OF MENLO PARK	801 SANTA CRUZ AVE	6YARD	REC	1	X	X	X	X	X		
CITY OF MENLO PARK	801 SANTA CRUZ AVE	6YARD	REC	1	X	X	X	X	X		
CITY OF MPK @ ERIK'S DELI	325 SHARON PARK DR	96GAL	REC	2					X		
CITY OF MPK-SENIOR CITIZEN CTR	110 TERMINAL AVE	2YARD	ORG	1		X			X		
CITY OF MPK-SENIOR CITIZEN CTR	110 TERMINAL AVE	2YARD	MSW	1	X	X	X	X	X	X	
CITY OF MPK-SENIOR CITIZEN CTR	110 TERMINAL AVE	6YARD	REC	1	X		X		X		
CITY OF MPK-SENIOR CITIZEN CTR	110 TERMINAL AVE	64GAL	MSW	1					X		
CITY OF MPK-SENIOR CITIZEN CTR	110 TERMINAL AVE	64GAL	ORG	1					X		
CITY OF MPK-SENIOR CITIZEN CTR	110 TERMINAL AVE	64GAL	REC	1					X		
CITY OF MENLO PARK - FIRE DEPT	2290 UNIVERSITY AVE	96GAL	MSW	2					X		
CITY OF MENLO PARK - FIRE DEPT	2290 UNIVERSITY AVE	96GAL	ORG	3					X		
CITY OF MENLO PARK - FIRE DEPT	2290 UNIVERSITY AVE	96GAL	REC	2					X		
CITY CAN - MENLO PARK	WILLOW AND NASH	32GAL	MSW	1		X					
CITY CAN - MENLO PARK	66 WILLOW PL #.	32GAL	MSW	1		X					
CITY CAN - MENLO PARK (DELI)	WILLOW RD * GILBERT AV	32GAL	MSW	1		X					
CITY CAN - MENLO PARK (DELI)	WILLOW RD * GILBERT AV	32GAL	REC	1	X						
CITY CAN - MENLO PARK	WILLOW RD & NEWBRIDGE #.	32GAL	MSW	5	X		X		X		
CITY OF MENLO PARK	WILLOW RD #.	32GAL	MSW	7	X		X		X		
WILLOW OAKS PARK (MPK)	500 WILLOW RD #.	32GAL	MSW	7	X		X		X		
WILLOW OAKS PARK (MPK)	500 WILLOW RD #.	32GAL	REC	2				X			
CITY OF MENLO PARK	720 WILLOW RD	32GAL	MSW	1				X			
CITY OF MENLO PARK	812 WILLOW RD #.	32GAL	MSW	2				X	X		

**ATTACHMENT B
LIST OF AGENCY FACILITIES
CITY OF MENLO PARK**

Customer Name	Service Address	Size		# of Units	MON	TUE	WED	THU	FRI	SAT	SUN
CITY OF MENLO PARK	812 WILLOW RD #.	32GAL	MSW	1					X		
CITY OF MENLO PARK	850 WILLOW RD	32GAL	MSW	2			X	X			
CITY CAN - MENLO PARK	900 WILLOW RD #.	32GAL	MSW	1	X		X		X		
CITY CAN - MENLO PARK	900 WILLOW RD #.	32GAL	MSW	1	X		X		X		
CITY OF MENLO PK-RECYCL CAN(S)	1305 WILLOW RD	32GAL	REC	1						X	
CITY OF MENLO PARK	1399 WILLOW RD #.	32GAL	REC	1					X		
CITY OF MENLO PARK	WILLOW & BLACKBURN #.	32GAL	MSW	1		X					
CITY CAN - MENLO PARK	WOODLAND AND MIDDLEFIE	32GAL	MSW	1		X					
CITY OF MENLO PARK	1183 EL CAMINO * MP	32GAL	MSW	1			X				
QUALITY MARKET (MPK)	1290 WILLOW RD * NEWBRIDGE	32GAL	REC	1				X			
CITY OF MENLO PARK	1820 EL CAMINO * MP	32GAL	MSW	1					X		
HAMILTON PARK (MPK)	HAMILTONSAGE	32GAL	MSW	5	X		X		X		
HAMILTON PARK (MPK)	HAMILTONSAGE	32GAL	REC	5				X			
CITY OF MENLO PARK -	600 ALMA ST	64GAL	ORG	2		X					
CITY OF MENLO PARK -	600 ALMA ST	96GAL	MSW	3	X		X		X		
CITY OF MENLO PARK -	600 ALMA ST	96GAL	REC	2	X		X		X		
CITY CAN - MENLO PARK	560 OAK GROVE AVE	32GAL	MSW	1					X		
CITY CAN - MENLO PARK	959 EL CAMINO REAL #*	32GAL	MSW	1			X				
CITY CAN - MENLO PARK	EL CAMINO & LIVE OAK	32GAL	MSW	1	X			X			
CITY CAN - MENLO PARK	MENLO AVE & EL CAMINO	32GAL	MSW	1	X		X		X		
CITY CAN - MENLO PARK	MENLO AVE & EL CAMINO	32GAL	REC	1	X		X		X		
CITY CAN - MENLO PARK	2250 AVY AVE #.	32GAL	MSW	1				X			
CITY OF MENLO PARK	BAYFRONT & MARSH RD	96GAL	MSW	7			X		X		
CITY OF MENLO PARK	BAYFRONT & MARSH RD	96GAL	REC	7			X		X		
CITY CAN - MENLO PARK	525 EL CAMINO REAL #.	32GAL	MSW	2		X					
CITY CAN - MENLO PARK	525 EL CAMINO REAL #.	32GAL	REC	1		X					
CITY CAN - MENLO PARK	713 OAK GROVE AVE	32GAL	MSW	1				X			
CITY CAN - MENLO PARK	EL CAMINO REAL	32GAL	MSW	1			X				
CITY CAN - MENLO PARK	1145 MERRILL ST #.	32GAL	MSW	6	X	X	X	X	X		
CITY CAN - MENLO PARK	1090 MERRILL ST #.	32GAL	MSW	5	X	X	X	X	X		
CITY CAN - MENLO PARK	899 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	899 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	1000 UNIVERSITY DR #.	32GAL	MSW	2	X				X		
CITY CAN - MENLO PARK	1000 UNIVERSITY DR #.	32GAL	REC	1	X		X		X		
CITY CAN - MENLO PARK	564 OAK GROVE AVE #.	32GAL	MSW	1	X				X		
CITY CAN - MENLO PARK	501 OAK GROVE AVE #.	32GAL	MSW	1	X				X		
CITY CAN - MENLO PARK	419 OAK GROVE AVE #.	32GAL	MSW	1	X				X		
CITY CAN - MENLO PARK	1012 ALMA ST #.	32GAL	MSW	3	X	X	X	X	X		
CITY CAN - MENLO PARK	1100 ALMA ST #.	32GAL	MSW	2	X	X	X	X	X		
CITY CAN - MENLO PARK	1198 ALMA ST #.	32GAL	MSW	1	X	X	X	X	X		
CITY CAN - MENLO PARK	1183 EL CAMINO REAL #.	32GAL	MSW	2		X		X			
CITY CAN - MENLO PARK	1198 EL CAMINO REAL #.	32GAL	MSW	1	X		X		X		
CITY CAN - MENLO PARK	1020 EL CAMINO REAL #.	32GAL	MSW	5	X		X		X		
CITY CAN - MENLO PARK	1137 EL CAMINO REAL #.	32GAL	MSW	1			X				
CITY CAN - MENLO PARK	300 EL CAMINO REAL #.	32GAL	MSW	1	X		X		X		
CITY CAN - MENLO PARK	1193 WILLOW RD #.	32GAL	MSW	2	X		X		X		
CITY CAN - MENLO PARK	1209 WILLOW RD #.	32GAL	MSW	1	X		X		X		
CITY CAN - MENLO PARK	1200 WILLOW RD #.	32GAL	MSW	1	X		X		X		
CITY CAN - MENLO PARK	1820 EL CAMINO REAL #.	32GAL	MSW	1			X				
CITY CAN - MENLO PARK	100 POPE ST #.	32GAL	MSW	1		X		X			
CITY CAN - MENLO PARK	149 HALLMARK CIR #.	32GAL	MSW	1	X			X			
CITY CAN - MENLO PARK	101 MIDDLEFIELD RD #.	32GAL	MSW	1		X					
CITY CAN - MENLO PARK	401 RAVENSWOOD AVE #.	32GAL	MSW	1	X				X		
CITY CAN - MENLO PARK	1919 MENALTO AVE #.	32GAL	MSW	1	X		X		X		
CITY CAN - MENLO PARK	411 HAMILTON AVE #.	32GAL	MSW	1	X		X		X		
CITY CAN - MENLO PARK	1396 CARLTON AVE #.	32GAL	MSW	1	X		X		X		
CITY CAN - MENLO PARK	600 MENLO AVE #.	32GAL	MSW	1	X		X		X		
CITY CAN - MENLO PARK	871 EVELYN ST #.	32GAL	MSW	1	X		X		X		
CITY CAN - MENLO PARK	560 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	789 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	789 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	846 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	846 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	865 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	865 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	X SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	X SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	871 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	

**ATTACHMENT B
LIST OF AGENCY FACILITIES
CITY OF MENLO PARK**

Customer Name	Service Address	Size		# of Units	MON	TUE	WED	THU	FRI	SAT	SUN
CITY CAN - MENLO PARK	871 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	898 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	898 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	635 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	635 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	683 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	729 SANTA CRUZ AVE	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	729 SANTA CRUZ AVE	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	735 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	735 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	770 SANTA CRUZ AVE	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	770 SANTA CRUZ AVE	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	845 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	X SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	X SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY OF MENLO PARK GYM	501 LAUREL ST	96GAL	MSW	6		X			X		
CITY OF MENLO PARK GYM	501 LAUREL ST	96GAL	REC	2	X				X		
CITY CAN - MENLO PARK	1010 UNIVERSITY DR #.	32GAL	MSW	1			X				
CITY CAN - MENLO PARK	1000 EVELYN ST #.	32GAL	MSW	1			X				
CITY CAN - MENLO PARK	899 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X		
CITY CAN - MENLO PARK	899 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X		
CITY OF MENLO PARK - FIRE DEPT	1231 HOOVER ST #.	64GAL	MSW	2			X				
CITY OF MENLO PARK - FIRE DEPT	1231 HOOVER ST #.	96GAL	ORG	1			X				
CITY OF MENLO PARK - FIRE DEPT	1231 HOOVER ST #.	96GAL	REC	1			X				
CITY CAN - MENLO PARK	1601 SANTA CRUZ AVE #.	32GAL	MSW	1		X					
CITY CAN - MENLO PARK	1601 SANTA CRUZ AVE #.	32GAL	REC	1		X					
CITY CAN - MENLO PARK	LAUREL ST & WILLOW RD	32GAL	MSW	1	X	X	X	X	X		
CITY CAN - MENLO PARK	POPE ST	32GAL	MSW	1	X		X		X		
CITY CAN - MENLO PARK	918 E CREEK DR	32GAL	MSW	1	X			X			
CITY CAN - MENLO PARK	602 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	602 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	628 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	628 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	654 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	654 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	714 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X		
CITY CAN - MENLO PARK	714 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X		
CITY CAN - MENLO PARK	780 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	780 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	888 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X		
CITY CAN - MENLO PARK	888 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X		
CITY CAN - MENLO PARK	855 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	855 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	825 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	825 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	779 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X		
CITY CAN - MENLO PARK	779 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X		
CITY CAN - MENLO PARK	725 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	725 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	701 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	701 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	586 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	586 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	844 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	844 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	CHILCO & IVY DR	32GAL	MSW	1	X		X		X		
KELLY PARK/ONETTA HARRIS (MPK)	100 TERMINAL AVE	96GAL	MSW	11	X				X		
CITY OF MENLO PARK	IVY DR	96GAL	MSW	1					X		
CITY OF MENLO PARK	IVY DR	96GAL	ORG	2					X		
MENLO PARK FIRE DISTRICT	114 SANTA MARGARITA AVE	96GAL	MSW	2		X					
MENLO PARK FIRE DISTRICT	114 SANTA MARGARITA AVE	96GAL	ORG	1		X					
MENLO PARK FIRE DISTRICT	114 SANTA MARGARITA AVE	96GAL	REC	2				X			
STANFORD HILLS PARK (MPK)	2400 BRANNER DR	32GAL	MSW	6		X					
STANFORD HILLS PARK (MPK)	2400 BRANNER DR	32GAL	REC	2			X				
SEMINARY OAKS PARK (MPK)	299 SANTA MONICA AVE	96GAL	MSW	1	X		X		X		
SEMINARY OAKS PARK (MPK)	299 SANTA MONICA AVE	96GAL	REC	1				X			
SHARON PARK (MPK)	1100 MONTE ROSA DR	32GAL	MSW	7	X			X			
SHARON PARK (MPK)	1100 MONTE ROSA DR	32GAL	REC	2	X		X		X		

**ATTACHMENT B
LIST OF AGENCY FACILITIES
CITY OF MENLO PARK**

Customer Name	Service Address	Size		# of Units	MON	TUE	WED	THU	FRI	SAT	SUN
BEDWELL BAYFRONT PARK (MPK)	1600 MARSH RD	96GAL	MSW	6	X				X		
BEDWELL BAYFRONT PARK (MPK)	1600 MARSH RD	96GAL	REC	6	X				X		
CITY CAN - MENLO PARK	491 WILLOW RD	32GAL	MSW	1				X			
CITY CAN - MENLO PARK	611 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	611 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	633 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	633 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	622 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	622 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	644 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	644 SANTA CRUZ AVE #.	96GAL	REC	1					X	X	
CITY CAN - MENLO PARK	693 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	693 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	501 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	501 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	506 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	746 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	746 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY CAN - MENLO PARK	600 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	775 SANTA CRUZ AVE #.	32GAL	MSW	1	X		X		X	X	
CITY CAN - MENLO PARK	775 SANTA CRUZ AVE #.	32GAL	REC	1	X		X		X	X	
CITY OF MENLO PARK	333 BURGESS DR	15YARD	C&D	1	ON CALL						
CITY OF MENLO PARK	333 BURGESS DR	15YARD	DIRT	1	ON CALL						
CITY OF MENLO PARK	333 BURGESS DR	30YARD	MSW	1	ON CALL						
CITY OF MENLO PARK	333 BURGESS DR	30YARD	ORG	1	ON CALL						
CITY OF MENLO PARK	333 BURGESS DR	30YARD	ORG	1	ON CALL						

**ATTACHMENT C
COMMUNITY EVENTS
CITY OF MENLO PARK**

1. Downtown Block Parties (3 per year)
2. Easter Egg Hunt
3. 4th of July Celebration
4. Summer Concerts (8 per year)
5. Menlo Movie Series (8 per year)
6. Kite Day
7. Summerfest (formerly Connoisseurs' Marketplace)
8. Halloween Hoopla
9. Holiday Tree Lighting
10. Spring Community Clean-up Event
11. Fall Community Clean-up Event

Attachment D
Container Specifications
City of Menlo Park

Container Specifications - Carts					
1.	Material to be Collected	Color	Default Capacity		
	Solid Waste	Black	32 gallons		
	Targeted Recyclable Materials	Blue	64 gallons		
	Organic Materials	Green	96 gallons		
2.	Manufacturer.....		<u>Toter Inc.</u>		
3.	Material of Construction.....		<u>LMPDE – Linear Medium Density Polyethylene</u>		
4.	Recycled Content (percentage).....		<u>Minimum of thirty percent (30%) post-consumer recycled content material</u>		
5.	Manufacturing Method (rotational molding, injection molding, other.).....		<u>Rotational molding for 32,64,and 96 gallon carts</u> <u>Injection molding for 20 gallon cart</u>		
	Cart Size	20 gallons¹	32 gallons	64 gallons	96 gallons
6.	Durability (in service years)	<u>10+</u>	<u>10+</u>	<u>10+</u>	<u>10+</u>
7.	Cost of Each Container	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
8.	Dimensions of Each Container (Length x Width x Height)	<u>24.25 x</u> <u>19.25 x</u> <u>38.50</u>	<u>24.25 x</u> <u>19.25 x</u> <u>38.50</u>	<u>31.75 x</u> <u>24.25 x</u> <u>41.75</u>	<u>35.25 x</u> <u>29.75 x</u> <u>43.25</u>
9.	Wheel Size (carts only)	<u>10"</u>	<u>10"</u>	<u>10"</u>	<u>10"</u>
1.	Maximum Load Weight (lbs)	<u>60-74 lbs</u>	<u>112 lbs</u>	<u>224 lbs</u>	<u>336 lbs</u>
10.	Manufacturer's warranty (years)	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>
11.	Labeling (list methods).....	<u>Hot Stamp on Body and/or Lid</u>			

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

Attachment D
 Container Specifications
 City of Menlo Park

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

Attachment D
 Container Specifications
 City of Menlo Park

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

Attachment D
Container Specifications
City of Menlo Park

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

Attachment D
Container Specifications
City of Menlo Park

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

N/A means "not applicable."

CY means "cubic yard."

TBD means "to be determined."

Attachment D
Container Specifications
City of Menlo Park

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

N/A means "not applicable."

Attachment E-1

Contamination Measurement Methodology: Single Loads

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

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

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

Appendices 1 through 3 consist of:

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

1. Objectives

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

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

The methodology described herein is intended to produce consistent and statistically reliable estimates of the Contamination Level of individual loads from the above material streams. In addition, the methodology is designed to require the minimum necessary organizational time and financial investment.

2. Sampling rationale

Loads may be selected for sampling when observation of the load by SBWMA or Operator indicates that it may exceed the allowed Contamination Level. A statistical sampling process will be used to determine the Measured Contamination Level in individual loads.

3. Sampling allocation

Approximately five (5) samples, each weighing approximately one hundred and fifty (150) pounds, are required from an individual load in order to calculate the Measured Contamination Level with a sufficient level of accuracy for every material stream except

Attachment E-1 Contamination Measurement Methodology: Single Loads

Commercial Organic Materials. Because of the variability typically found in loads of Commercial Organic Materials, approximately fifteen (15) samples of two hundred (200) pounds are required for sampling to achieve the specified level of accuracy.

The recommended numbers of samples are based on the following factors:

- 1) An analysis of the composition variability among samples that were sorted during waste characterization studies of similar waste streams and programs in other West Coast communities.
- 2) An agreement on the acceptable level of accuracy.

Table 1 indicates the statistical confidence intervals (error ranges) at the ninety percent (90%) confidence level that are expected to result from characterizing five (5) samples per load, or fifteen (15) samples per load in the case of Commercial Plant Materials.

Table 1: Samples per Load and Results

Material stream	Estimated sample weight	Number of samples	Expected statistical error range
Commercial Source-Separated and Targeted Recyclable Materials	150 lbs.	5	4%
Commercial Organic Materials	200 lbs.	15	7%
Commercial Plant Materials	150 lbs.	5	1%
Single-Family Targeted Recyclable Materials	150 lbs.	5	2%
Single-Family Organic Materials-	150 lbs.	5	1%

The error ranges shown above shall be interpreted as follows. When the calculation method described below provides the Measured Contamination Level of a load, the estimate will be expressed in terms of percent by weight of the entire load. The error range around the estimate reflects a percent by weight of the entire load. Thus, if the Measured Contamination Level for a given material stream is five percent (5%), plus or minus one percent (1%), then ninety percent (90%) confidence that the Contamination is between four percent (4%) and six percent (6%) of the entire load is achieved. The Parties agree that the actual Measured Contamination Level will be the sole determinant of the percentage of Contamination in a load, and of Contractor's compliance with the maximum contamination levels.

It is expected that a two (2) person crew can obtain, sort, and weigh five (5) samples in a five (5) to seven (7) hour period.

4. Test procedures

Test procedures are broken down in to the following steps, which shall be used by SBWMA, or a third party designated by the SBWMA.

- Safety training and staff coordination
- Sampling and sorting area designation
- Sample selection

Attachment E-1 Contamination Measurement Methodology: Single Loads

- Sample sorting
- Sample disposal
- Data management

Contractor or its representative shall have the right to be present at, observe, and photograph and video all aspects of the sampling process, including without limitation each of the steps listed above or described below.

Contractor shall not be responsible for any of the costs incurred in implementing the sampling process and procedures described in this Attachment E-1, other than costs incurred by Contractor in exercising its observation rights set forth in the preceding paragraph.

These steps are described in more detail following the definitions of roles. Each step is the responsibility of a specific person or group of people as follows:

- **sampling crew manager**—responsible for selecting samples, working with Operator and the *sampling crew*, quality control, and compliance with Facility regulations.
- **sampling crew**—responsible for sorting samples.
- **facility manager**—responsible for coordinating with the *sampling crew manager*.
- **tipping floor staff**—responsible for identifying loads potentially contaminated beyond the acceptable threshold, creating a designated sampling and sorting area, and ensuring segregation of selected loads in that area.
- **loader operator(s)**—responsible for segregating the selected load from other loads in the designated sampling and sorting area.

Safety training and staff coordination

When the *sampling crew manager* and the *sampling crew* arrive at the Designated Transfer and Processing Facility they will participate in any required safety training and put on all required personal protective equipment (see the *equipment list* shown in Appendix 3). The *sampling crew manager* will also walk through the process of extracting samples from the designated load with both the *loader operator(s)* and the *tipping floor staff*.

Sampling and sorting area designation

With the input of the *tipping floor staff* and the *loader operator(s)*, the *sampling crew manager* and *sampling crew* will set up in the designated sampling and sorting area near the tipping floor. The sorting area should be in a location near the load to be sampled and from which the loader can safely remove samples after sorting.

Sample selection

Five (5) cells will be randomly selected for sampling using a random number generator for all material streams except commercial organics. Fifteen (15) cells will be selected for the commercial organics material stream.

The *sampling crew manager* will assist the *loader operator* in locating the appropriate cell for each sample using the sample cell map in Figure 1 below.

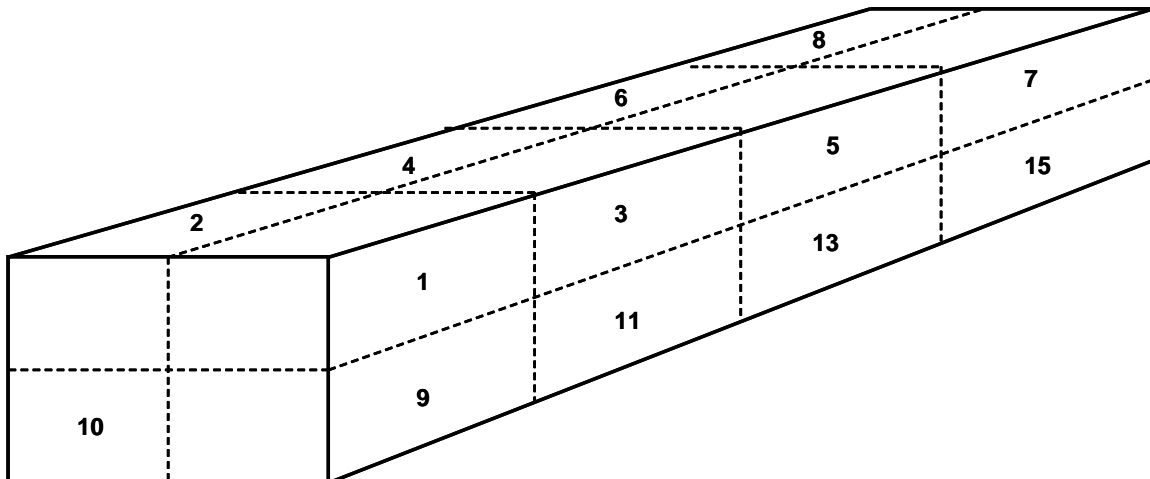
Attachment E-1 Contamination Measurement Methodology: Single Loads

After the loader has extracted the material in the selected cell, the *sampling crew manager* will guide the loader to a designated tarp. Using visual cues the *sampling crew manager* will ensure the *loader operator(s)* deposits the proper quantity of material on the tarp. A shovel may be used to add material from the bottom of the cell to ensure the sample includes some heavy and small material that the loader bucket cannot collect.

Pulling the tarp is a basic test used to estimate sample weight.¹ If it is determined that a sample is too heavy it may be lightened by removing vertical slices from the sample. If it is determined that a sample is too light it may be increased by removing or adding more material. It is important to add or remove all material in the slice from the top to bottom, to ensure that both small, heavy, and loose materials and large, light, and bagged materials are added or removed.

Samples can be queued and stored on tarps until sorted but samples must be prevented from mixing with each other and with other material on the tipping floor. The *sampling crew manager* will place a unique sample placard on each sample for a photograph and, if the sample is not immediately sorted, for later identification. The placard is marked with a unique sample identification number and additional information (such as the date) used to identify loads in photographs and correlate load net weights with sample details. Each placard will be coded according to its corresponding materials stream. (e.g., 'RSS-1' indicates the first load of Residential single-stream recycling). Each load will be photographed individually with the sample placard visible and legible.

Figure 1: Sixteen (16) cell grid



Note: Cells 12, 14 and 16 are below cells 4, 6 and 8, respectively.

Sample sorting

The sample identification number, as designated by the placard, will be recorded on the tally form (see Appendix 2 for an example of this form.) The sample will be moved into

¹ Samples of Commercial Source-Separated and Targeted Recyclable Materials, Single-Family Targeted Recyclable Materials, and Commercial Plant Materials shall weigh between one hundred and twenty five (125) pounds and one hundred and seventy five (175) pounds. Samples of Commercial Organic Materials and Single-Family Organic Materials shall weigh between one hundred and seventy five (175) pounds and two hundred and twenty five (225) pounds.

Attachment E-1 Contamination Measurement Methodology: Single Loads

the designated sorting area. Next, the *sampling crew* will sort the Contamination materials, as defined in Appendix 1, out of the load and into sort containers. The *sampling crew* will then weigh the Contamination materials while the *sampling crew manager* records the weights on the tally form. The remainder of the load—all acceptable items—will be put into containers, weighed, and recorded on the tally form. The *sampling crew manager* is responsible for monitoring the homogeneity of material in each container and ensuring the accuracy of the sorting process. At the end of each sampling day the *sampling crew* will comply with any *tipping floor staff* directions regarding cleaning the designated sampling and sorting area and storing sampling and sorting supplies.

Sample disposal

After the weight of all material in each sample is recorded on the tally sheet, the *sampling crew* will move the sorted material to a location where it is safe and convenient for the loader to remove.

Data management

At the end of each sampling day, the *sampling crew manager* will review all forms for accuracy and completeness. Any issues shall be resolved immediately while the day's work is still fresh in the mind. To ensure the tally forms are not lost before inputting the data into an electronic form, copies shall be made of all completed forms and copies will be kept in a place separate from the originals. One copy of the forms will be mailed or hand delivered to the person inputting the data into an electronic form.

The appendices cover calculations, data collection forms, and an equipment list for this study.

5. Sorting categories

All loads identified for sorting shall be sorted and weighed into the following two (2) categories:

- 1) Contamination
- 2) Targeted Recyclable Materials, Source-Separated Targeted Recyclable Materials, Organic Materials, or Plant Materials

6. Calculations

Estimates of Contamination and Targeted Recyclable Materials, Source-Separated Targeted Recyclable Materials, Organic Materials, or Plant Materials will be calculated using a method that gives equal weighting or "importance" to each sample within a given stream. Confidence intervals (error ranges) will be calculated based on assumptions of normality in the composition estimates.

In the descriptions of calculation methods, the following variables will be used:

- i denotes an individual sample.
- j denotes the material type.
- c_j is the weight of the material type j in a sample.
- w is the weight of an entire sample.
- r_j is the composition estimate for material j (r stands for *ratio*).

Attachment E-1 Contamination Measurement Methodology: Single Loads

- a denotes a region of the state (a stands for *area*).
- s denotes a particular sector or subsector of the waste stream.
- n denotes the number of samples in the particular group that is being analyzed at that step.

Estimating the Composition

The following method will be used to estimate the composition of waste belonging to the Commercial Source-Separated and Targeted Recyclable Materials, Commercial Organic Materials, Commercial Plant Materials, Single-Family Targeted Recyclable Materials, and Single-Family Organic Materials streams.

For a given stream, the composition estimate denoted by r_j represents the ratio of the component's weight to the total weight of all the samples in the stream. This estimate will be derived by summing each component's weight across all of the selected samples belonging to a given stream and dividing by the sum of the total weight of waste for all of the samples in that stream, as shown in the following equation:

$$r_j = \frac{\sum_i c_{ij}}{\sum_i w_i} \quad (1)$$

where:

- c = weight of particular component
- w = sum of all component weights
- for $i = 1$ to n , where n = number of selected samples
- for $j = 1$ to m , where m = number of components

Attachment E-1 Contamination Measurement Methodology: Single Loads

For example, the following simplified scenario involves three samples. For the purposes of this example, only the weights of the component *carpet* are shown.

	Sample 1	Sample 2	Sample 3
Weight (<i>c</i>) of carpet	5	3	4
Total Sample Weight (<i>w</i>)	80	70	90

$$r_{Carpet} = \frac{5 + 3 + 4}{80 + 70 + 90} = 0.05$$

To find the composition estimate for the component *carpet*, the weights for that material are added for all selected samples and divided by the total sample weights of those samples. The resulting composition is 0.05, or five percent (5%). In other words, five percent (5%) of the sampled material, by weight, is *carpet*. This finding is then projected onto the stratum being examined in this step of the analysis.

Attachment E-1 Contamination Measurement Methodology: Single Loads

The confidence interval for this estimate will be derived in two (2) steps. First, the variance around the estimate will be calculated, accounting for the fact that the ratio included two (2) random variables (the component and total sample weights). The variance of the ratio estimator equation follows:

$$\text{Var}(r_j) \approx \left(\frac{1}{n}\right)\left(\frac{1}{\bar{w}^2}\right)\left(\frac{\sum_i (c_{ij} - r_j w_i)^2}{n-1}\right) \quad (2)$$

where:

$$\bar{w} = \frac{\sum_i w_i}{n} \quad (3)$$

(For more information regarding Equation 2, please refer to *Sampling Techniques, 3rd Edition* by William G. Cochran [John Wiley & Sons, Inc., 1977].)

Second, precision levels at the 90 percent (90%) confidence level will be calculated for a component's mean as follows:

$$r_j \pm (z\sqrt{\text{Var}(r_j)}) \quad (4)$$

where z = the value of the z -statistic (1.645) corresponding to a 90 percent (90%) confidence level.

Attachment E-1 Contamination Measurement Methodology: Single Loads

Appendix 1: Methodology checklist

Roles and responsibilities

- **sampling crew manager**—responsible for selecting samples, working with Facility staff and the sampling crew, quality control, and compliance with Facility regulations.
- **sampling crew**—responsible for sorting samples.
- **facility manager**—responsible for coordinating with the sampling crew manager, SBWMA, and drivers.
- **tipping floor staff**—responsible for identifying loads potentially contaminated beyond the acceptable threshold, creating a designated sampling and sorting area, and ensuring segregation of selected loads in that area.
- **loader operator(s)**—responsible for segregating the selected load from other loads in the designated sampling and sorting area.

Advanced preparation

- Project manager:*
 - Contact *facility manager*
 - Ask *facility manager* to update the following employees with the sampling plan:
 - Loader operator(s)*
 - Tipping floor staff*
 - Request safety expectations
 - Schedule safety training
 - Ask if there are any circumstances that may affect the study (i.e., weather, animals, site construction, etc.)
 - Obtain safety gear (Appendix 3)
 - Check safety gear
 - Obtain sorting equipment (Appendix 3)
 - Check sorting equipment
 - Print tally sheets (Appendix 2)
 - Print on "Rite in the Rain" all-weather paper
- Sampling crew and sampling crew manager*
 - Review material list
 - Review data collection forms
 - Review unique site requirements

Arrival at Facility

- Sampling crew:*
 - Arrive at Facility ahead of schedule
 - Participate in any required safety training
 - Don safety gear
- Sampling crew manager:*
 - Arrive at Facility ahead of schedule
 - Reviews logistics and expectations with MRF manager
 - Participate in any required safety training
 - Don safety gear

Attachment E-1 Contamination Measurement Methodology: Single Loads

- **Tipping floor coordination**
 - *Sampling crew manager:*
 - Designate a designated sampling/sorting area on each tipping floor (2) with input from tipping floor staff and loader operator(s), meeting the following criteria:
 - *Loader operator(s)* can visually communicate with sampling crew
 - *Loader operator(s)* can safely remove sorted loads
 - Approximately twenty (20) feet by twenty (20) feet
 - Explain and walkthrough the sampling process with both the *tipping floor staff* and the *loader operator(s)*
 - Explain that samples must be dumped in a clean area, separate from other loads (called a designated dumping area)
 - Explain that the *sampling crew manager* is responsible for identifying the portion of the load that the *loader operator(s)* will sample
 - Explain the appropriate samples size. Samples of Commercial Source-Separated and Targeted Recyclable Materials, Single-Family Targeted Recyclable Materials, and Commercial Plant Materials shall weigh between one hundred and twenty five (125) pounds and one hundred and seventy five (175) pounds. Samples of Commercial Organic Materials and Single-Family Organic Materials shall weigh between one hundred and seventy five (175) pounds and two hundred and twenty five (225) pounds.
 - Explain that the *sampling crew manager* will be responsible for guiding the *loader operator(s)* to the appropriate tarpaulin
 - *Sampling crew:*
 - Set up designated sampling sorting area
 - Sorting table
 - Baskets
 - Digital scale(s)
- **Sample collection**
 - *Tipping floor staff:*
 - *Sampling crew manager:*
 - Direct *loader operator(s)* to pre-selected sampling cell
 - Direct *loader operator(s)* to designated tarpaulin
 - Signal *loader operator(s)* with tipping instructions
 - Pull tarp to test for appropriate sample weight
 - Place placard in the load
 - Photograph load
 - Placard should be visible and legible
 - Wrap and segregate load until ready to sort
 - *Loader operator(s):*
 - Pinch/scoop sample, as directed by the *sampling crew manager*
 - Tip sample on designated tarpaulin, as directed by the *sampling crew manager*
 - *Sampling crew:*
 - May assist *sampling crew manager* at any point
- **Sample sorting**
 - *Sampling crew:*

Attachment E-1 Contamination Measurement Methodology: Single Loads

- Move the sample into the designated sampling/sorting area
- Sort the sample
 - Sort Contamination materials into designated baskets
- Assist the *sampling crew manager* with weighing the baskets
- Assist the *sampling crew manager* with weighing the remainder material
- Sampling crew manager:*
 - Record the sample ID onto the tally sheet
 - Assist the *sampling crew* in moving the sample into the designated sampling/sorting area
 - Sort the sample
 - Sort all Contamination material into designated baskets
 - Weigh baskets containing Contamination materials, and record weights on the tally sheet
 - Ensure homogeneity of materials
 - Weigh remainder material and record weights on the tally sheet
 - Ensure all Contamination materials are removed
- Sample disposal**
 - Sampling crew manager* and *sampling crew:*
 - Dispose of all materials in a designated disposal area
 - Loader operator(s):*
 - Remove disposed materials when it is safe and convenient
- Data management**
 - Sampling crew manager:*
 - Review all forms for accuracy and completeness
 - Tally sheet(s)
 - Project manager:*
 - Check all forms for accuracy and completeness
 - Tally sheet(s)
 - Copy all data forms
 - Store copies separate from the originals
 - Download pictures from camera
 - Provide copies of data for electronic input
 - Ensure data entry is checked for accuracy

Attachment E-1
Contamination Measurement Methodology: Single Loads

Appendix 2: Data collection forms

Appendix consists of copies of each of the following two (2) data collection forms:

- sampling placard
- tally sheet

Figure 2: Example Sampling placard


Date: _____
Jurisdiction: _____

RSS - 1

Cell 13

Attachment E-1 Contamination Measurement Methodology: Single Loads

Figure 3: Example Tally sheet

South Bayside Waste Management Authority: Contamination Sampling								
CONTAMINANTS	Container 1				DATE:		SAMPLE ID:	
	Container 2				SAMPLING POPULATION:		SAMPLE WEIGHT:	
	Container 3							
	Container 4				TIME:		TRUCK NO.:	
	Container 5							
	Container 6				LOAD NO.:		CELL NO.:	
	Container 7							
	Container 8				NOTES:			
	Container 9							
	Container 10							
Container 10								
ACCEPTABLE	Container 1				NOTES:			
	Container 2							
	Container 3							
	Container 4							
	Container 5							
	Container 6							
	Container 7							
	Container 8							
	Container 9							
	Container 10							

Attachment E-1

Contamination Measurement Methodology: Single Loads

Appendix 3: Equipment list

Appendix 3 provides a list of equipment necessary for all sampling and sorting activities. Extra safety equipment should be available to ensure the safety of observers or others at the sorting site.

Sorting equipment:

- Approximately twenty (20) identical sorting containers (e.g. laundry baskets or five (5) gallon buckets)
- square point shovels
- rakes
- push brooms
- digital scale, battery powered (weigh up to two hundred (200) pounds, accurate to one-tenth (1/10) of a pound)
- fifteen (15) to twenty (20) ten (10) foot by twelve (12) foot or similar size tarps
- clipboards
- data collection forms printed on Rite in the Rain paper
- permanent markers
- mechanical pencils
- tape measures
- utility knives, scissors
- duct tape
- ten (10) to fifteen (15) Carts
- ten (10) to fifteen (15) plastic receptacles
- four (4) metal eight (8) foot by twelve (12) foot tables
- one (1) metal work desk with drawer
- erasable placards and markers
- digital camera with extra flash card
- moisture probe
- six (6) special pallets with solid tops
- three (3) six cubic yard Bins
- three (3) three cubic yard Bins

Safety equipment:

- dust masks (N-95 or better)
- safety glasses
- hearing protection
- steel-toed work boots
- puncture resistant gloves
- glove liners (latex or nitrile)
- leather work gloves
- reflective safety vests (Brite Lime)
- hard hats
- safety/medical kit
- fire extinguisher
- disinfecting soap, paper towels, antiseptic towels
- water
- rubber aprons or Tyvek protective garments

**ATTACHMENT E-2
RESERVED**

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**ATTACHMENT F
FAITHFUL PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that RECOLOGY SAN MATEO COUNTY, hereinafter called the PRINCIPAL, and

_____,
a corporation duly organized under the laws of the State of _____,
having its principal place of business at _____,
in the State of _____, and authorized to do business as an admitted surety insurer in the State of California, regulated by the California Insurance Commissioner and with a financial condition and record of service satisfactory to the _____ {Insert Member Agency name}, hereinafter called the SURETY, are held and firmly bound to the _____ {Insert Member Agency name}, a municipal corporation in the State of California, hereinafter called the OBLIGEE, in the sum of _____ Dollars (\$XXXXXX.00) {Insert Member Agency-specific bond amount determined pursuant to Section 13.03} lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL has entered into a Contract with the OBLIGEE for Recyclable Materials, Organic Materials, and Solid Waste Collection Services ("Contract") and said PRINCIPAL is required under the terms of said Contract to furnish a bond of faithful performance of said Contract.

NOW, THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all of the undertakings, covenants, terms and agreements of said Contract, and any modification thereto made as therein provided, at the time and in the manner therein specified, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

The SURETY, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications incorporated therein shall impair or affect its obligations on this bond, and it hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, however, that the SURETY shall not be liable (1) as respects to any obligations related to said Contract occurring after two (2) years from the date of this Bond, unless this Bond is extended, or (2) with respect to PRINCIPAL'S obligation to procure a replacement performance bond, as provided for in Section 13.03 of the Contract. This Bond may be extended beyond _____, 2021 in the sole discretion of the SURETY by means of a continuation certificate in form and substance satisfactory to OBLIGEE signed at least ninety (90) days prior to _____, 2021.

In the event suit is brought upon this Bond by the OBLIGEE and the OBLIGEE is the prevailing party, the SURETY shall pay, in addition to the sums set forth above, all costs incurred by the OBLIGEE in such suit, including reasonable attorneys' fees to be fixed by the court.

**ATTACHMENT F
FAITHFUL PERFORMANCE BOND**

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument as of this ____ day of _____, 2020.

RECOLOGY SAN MATEO COUNTY
(PRINCIPAL)

By: _____
Mark R. Lomele
Executive Vice President & CFO

(SURETY)

By: _____
Attorney-In-Fact

Name: _____

* * *

Note: To be considered complete, both the principal and surety must sign this performance bond. In addition, the surety's signature must be acknowledged by a notary public and a copy of the surety's power of attorney must be attached.

ATTACHMENT G GUARANTY

THIS GUARANTY (the "Guaranty") is given as of the 24th day of April, 2018, by RECOLOGY INC. ("Guarantor"), to the CITY OF MENLO PARK, a public agency ("Agency").

THIS GUARANTY is made with reference to the following facts and circumstances:

A. Recology San Mateo County ("Contractor") is a corporation organized under the laws of the State of California, all of the issued and outstanding stock of which is owned by Guarantor.

B. Guarantor is a corporation organized under the laws of the State of California.

C. Contractor and Agency have negotiated an Amended and Restated Agreement for Solid Waste, Recyclable Materials, and Organic Materials Collection ("Agreement"), under which Contractor is to provide specified services to Agency. A copy of this Agreement is attached hereto and incorporated herein by this reference.

D. It is a requirement of the Agreement, and a condition to Agency's entering into the Agreement, that Guarantor guaranty Contractor's performance of the Agreement.

E. Guarantor is providing this Guaranty to induce Agency to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. Guaranty of the Agreement. Guarantor hereby irrevocably and unconditionally guarantees to Agency the complete and timely performance, satisfaction and observation by Contractor of each and every term and condition of the Agreement which Contractor is required to perform, satisfy or observe. In the event that Contractor fails to perform, satisfy or observe any of the terms or conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of the Contractor. Guarantor hereby guarantees prompt payment to Agency of each and every sum due from Contractor to Agency under the Agreement, as and when due from time to time, and the prompt performance of every other task and duty to be performed by the Contractor under the Agreement.

2. Guarantor's Obligations Are Absolute. The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited and, with respect to any payment obligation of Contractor under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon the genuineness, validity, regularity or enforceability of the Agreement.

3. Waivers and Subordination. The Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Contractor; (2) any amendment, modification or waiver of any provision of the Agreement or the extension of its Term; (3) the actual or purported rejection of the Agreement by a trustee in bankruptcy, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (4) any waiver, extension, release or modification with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of Agency's rights or remedies against Contractor; or (5) any merger or consolidation of the Contractor with any other organization, or any sale, lease or transfer of any or all the assets of the Contractor.

ATTACHMENT G GUARANTY

The Guarantor hereby waives any and all rights, benefits and defenses under California Civil Code Sections 2809, 2815, 2819, 2845, 2849 and 2850, and all other rights permitted to be waived by Section 2856(a) including, without limitation, the right to require Agency to (a) proceed against Contractor, (b) proceed against or exhaust any security or collateral Agency may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agree that Agency may proceed against Guarantor for the obligations guaranteed herein without taking any action against Contractor or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral Agency may hold now or hereafter hold. Agency may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Contractor or any other guarantor or pledgor without impairing Agency's rights and remedies in enforcing this Guarantee.

The Guarantor hereby waives and agrees to waive at any future time at the request of Agency, to the extent now or then permitted by applicable law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice to the Guarantor, the time for Contractor's performance of or compliance with any of its obligations under the Agreement is extended, or such performance or compliance is waived; (b) the Agreement is modified or amended in any respect; (c) any other indemnification with respect to Contractor's obligations under the Agreement or any security therefor is released or exchanged in whole or in part or otherwise dealt with; (d) any assignment of the Agreement is effected which does not require Agency's approval; or (e) any termination or suspension of the Agreement arising by reason of a default by Contractor.

The Guarantor hereby expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from Agency as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Contractor prior to such avoidance or recovery, or (b) payment in full of any obligations then outstanding.

The Guarantor expressly subordinates and waives its rights to subrogation, reimbursement, contribution or indemnity with respect to performance by Guarantor of the obligations of Contractor guaranteed hereby, until such time as Agency receives payment or performance in full of all such obligations.

4. Term. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed by Contractor, and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by Agency of any performance bond or other collateral to assure the performance of Contractor's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by Agency against Contractor arising out of the Agreement based on Contractor's failure to perform which has not been settled or discharged.

ATTACHMENT G GUARANTY

5. **No Waivers by Agency.** No delay on the part of Agency in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of Agency to take other or further action without notice or demand. No modification or waiver by Agency of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by Agency and by Guarantor, nor shall any waiver by Agency be effective except in the specific instance or matter for which it is given.

6. **Attorney's Fees.** In addition to the amounts guaranteed under this Guaranty, Guarantor agrees to pay actual attorney's fees and all other costs and expenses incurred by Agency in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. **Governing Law; Jurisdiction.** This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws rules for all purposes, including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by Agency to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following person as its agent for service of process in California:

Michael J. Sangiacomo
Recology Inc.
50 California Street, 24th Floor
San Francisco, CA 94111

8. **Severability.** If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity shall have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. **Binding on Successors.** This Guaranty shall inure to the benefit of Agency and its successors and shall be binding upon Guarantor and its successors, including a successor entity formed by a merger or consolidation, a transferee of substantially all of its assets, and its shareholders in the event of its dissolution or insolvency.

10. **Authority.** Guarantor represents and warrants that it has the corporate power to give this guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Articles of Incorporation and by-laws, and that the person signing this Guaranty on its behalf has authority to do so.

11. **Notices.** Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

**ATTACHMENT G
GUARANTY**

To Agency: City of Menlo Park

 ATTN: City Clerk

With a copy to Agency's Attorney at the same address.

To Guarantor: Recology Inc.
 50 California Street, 24th Floor
 San Francisco, CA 94111
 Attention: Legal Department

The parties may change the address to which notice is to be sent by giving the other party notice of the change as provided in this Section.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty on the day and year first above written.

RECOLOGY INC.

By: _____
Michael J. Sangiacomo
President and Chief Executive Officer

By: _____
Cary Chen
Corporate Secretary

ATTACHMENT H DELINQUENT PAYMENT POLICY

Delinquent Payment

Single-Family Residential Customers will be considered delinquent sixty (60) Days after start of the quarter in which Collection services are provided by Contractor and Multi-Family Dwelling and Commercial Customers will be considered delinquent thirty (30) Days after payment is due to Contractor.

Contractor may assess a late fee, at a Rate not to exceed twenty-five percent (25%) of the unpaid balance of Single-Family Residential Customers Bills, and at a Rate not to exceed ten percent (10%) of the balance for Multi-Family Residential and Commercial Customers, monthly if payment is not received by Contractor within thirty (30) Days after the account becomes delinquent. Contractor must provide all delinquent Accounts with written notice of its intent to assess late fees at least fifteen (15) Days prior to such assessment.

Contractor may discontinue service to any Account, if payment is not received by Contractor within thirty (30) Days after the Account becomes delinquent. Contractor must provide all delinquent Accounts with written notice of its intent to discontinue service at least thirty (30) Days prior to such discontinuance. Agency shall allow Contractor to collect a premium fee to initiate service at a discontinued service Account, in an amount not to exceed the base monthly Rate for the existing service level for Residential, Multi-Family Residential and Commercial Customers.

ATTACHMENT I

PERFORMANCE INCENTIVES AND DISINCENTIVES

Performance incentives (in the form of increased compensation to Contractor) will be awarded for excellent performance on aspects of Solid Waste diversion and Customer service as specified in this Attachment. Any performance incentive for achieving or surpassing the performance standards specified herein shall be added to Contractor's Compensation during the Rate Year immediately following the calculation and award of the performance incentive. Performance disincentives will be assessed for substandard performance on aspects of Solid Waste diversion, Collection service delivery, and Customer service as specified in this Attachment. Any performance disincentives for performance falling below standards as specified herein shall be subtracted from Contractor's Compensation during the Rate Year immediately following the calculation and assessment of the performance disincentive.

1. GENERAL

Agency shall provide an incentive payment to Contractor for exceeding the following two (2) performance standards:

- Overall Diversion Level
- Average Speed of Answer

Agency shall assess a disincentive payment to Contractor for not meeting the following five (5) performance standards:

- Minimum Single-Family Diversion Level
- Minimum Commercial Diversion Level
- Commercial or Single-Family Missed Pick-Up Collection Events
- Average Speed of Answer
- Ninety (90) Second Maximum Hold Time

Table 1 provides a summary of the incentives and disincentives, which is described in detail in Sections 2 through 5 of this Attachment. Section 6 of this Attachment describes the incentive and disincentive payment procedures.

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ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Summary of Incentives/Disincentives

TABLE 1			
Performance Incentive and Disincentive	Disincentive Payment Threshold	Incentive Payment Threshold	Performance Incentive/Disincentive Payment Amount
Annual Diversion Level			
Overall Diversion Level	Not applicable	Level > Average level for the prior five (5) Rate Years as further described in Section 2 of this Attachment	Incentive payment = \$70.00 per Ton
Minimum Single-Family Diversion Level	Level < Average level for the prior five (5) Rate Years as further described in Section 2 of this Attachment	Not applicable	Disincentive payment = \$70.00 per Ton
Minimum Commercial Diversion Level	Level < Average level for the prior five (5) Rate Years as further described in Section 2 of this Attachment	Not applicable	Disincentive payment = \$70.00 per Ton
Commercial or Single-Family Missed Pick-Up Collection Events	Actual > 0	Not applicable	Disincentive payment = \$50.00 per Missed Pick-Up Collection Event
Average Speed of Answer	Actual > 30 seconds	Actual < 15 seconds	Incentive or disincentive payment = \$500 per second above or below the threshold
Ninety (90) Second Maximum Hold Time	Actual < 100% of all calls received are answered in ninety (90) seconds or less	Not applicable	Disincentive payment = \$5.00 per number of calls exceeding the threshold

2. DIVERSION LEVELS

Definition of Calculated Diversion Level

The Single-Family, Commercial, and Overall Diversion Levels achieved shall be calculated based on the methodology shown in the following example:

TABLE 2

ATTACHMENT I

PERFORMANCE INCENTIVES AND DISINCENTIVES

Service Sector	Material Type	Annual Tons Collected	Calculated Diversion Level
Single-Family			
	Targeted Recyclable Materials	35,000	
	Other Recyclable Materials	3,000	
	Organic Materials	<u>51,000</u>	
	Total Materials for Diversion	89,000	
	Solid Waste	<u>80,000</u>	
	Total Materials Collected	169,000	
	Calculated Single-Family Diversion Level		52.7%
Multi-Family			
	Targeted Recyclable Materials	8,000	
	Other Recyclable Materials	1,000	
	Organic Materials	6,000	
	Plant Materials	<u>1,000</u>	
	Total Materials for Diversion	16,000	
	Solid Waste	<u>30,000</u>	
	Total Materials Collected	46,000	
	Calculated Diversion Level		34.8%
Commercial			
	Targeted Recyclable Materials	28,000	
	Other Recyclable Materials	2,000	
	Organic Materials	13,000	
	Plant Materials	5,000	
	Total Materials for Diversion	48,000	
	Solid Waste	<u>147,000</u>	
	Total Materials Collected	195,000	
	Calculated Diversion Level		24.6%
Agency Facilities			
	Targeted Recyclable Materials	2,000	
	Other Recyclable Materials	500	
	Organic Materials	500	
	Plant Materials	<u>200</u>	
	Total Materials for Diversion	3,200	
	Solid Waste	<u>9,000</u>	
	Total Materials Collected	12,200	
	Calculated Diversion Level		26.2%
Commercial (includes Multi-Family, Commercial, and Agency Facilities)			
	Targeted Recyclable Materials	38,000	
	Other Recyclable Materials	3,500	
	Organic Materials	19,500	
	Plant Materials	<u>6,200</u>	
	Total Materials for Diversion	67,200	
	Solid Waste	<u>186,000</u>	
	Total Materials Collected	253,200	
	Calculated Commercial Diversion Level		26.5%
Overall (includes Single-Family, Multi-Family, Commercial, and Agency Facilities)			
	Targeted Recyclable Materials	73,000	
	Other Recyclable Materials	6,500	
	Organic Materials	70,500	
	Plant Materials	<u>6,200</u>	
	Total Materials for Diversion	156,200	
	Solid Waste	<u>266,000</u>	
	Total Materials Collected	422,200	
	Calculated Overall Diversion Level		37.0%

Exceptional Diversion Level Performance

ATTACHMENT I

PERFORMANCE INCENTIVES AND DISINCENTIVES

Contractor shall receive an incentive payment if the calculated Overall Diversion Level achieved by Contractor in any given Rate Year exceeds the arithmetic average of the calculated Overall Diversion Levels for the five (5) Rate Years prior to the Rate Year under consideration. The incentive payment for Rate Year Eleven (2021) shall equal seventy dollars (\$70.00) per Ton for each Ton over that threshold. In subsequent Rate Years, the per-Ton incentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K.

For example, when assessing the potential for an incentive payment for completed Rate Year Sixteen, the Rate Year Sixteen Overall Diversion Level shall be compared to the average of the calculated Overall Diversion Level for Rate Years Eleven, Twelve, Thirteen, Fourteen, and Fifteen.

Continuing the example, if the calculated Overall Diversion Levels for Rate Years Eleven through Fifteen were 36.5%, 36.7%, 36.8%, 36.9% and 37.1%, respectively, then the arithmetic average over such five (5) Rate Year period would be 36.8%. This is the threshold that Contractor would need to exceed in Rate Year Sixteen to earn an incentive payment.

If in Rate Year Sixteen the Contractor Collected the Tonnages set forth in Table 2 above, then the amount of the performance incentive would be calculated as follows:

Total Tons of material actually Collected:	422,200
Tons of Recyclable Material* required to be Collected to meet threshold:	155,370 (= 422,200 x 0.368)
Tons of Recyclable Material* actually Collected:	156,200
Amount by which Contractor exceeded threshold:	830 (= 156,200 – 155,370)
Incentive payment:	\$58,100 (= 830 x \$70.00)**

* For purposes of this calculation, Recyclable Materials Collected shall include the sum of Targeted Recyclable Materials, Other Recyclable Materials, and Organic Materials Collected, without adjusting for Contamination pursuant to the definition of "Overall Diversion Level" in Attachment A.

** For simplicity purposes, \$70 per Ton has been used in this calculation; however, it is the amount for Rate Year Eleven (2021). The amount for Rate Year Sixteen would equal \$70 per Ton adjusted annually by the Annual Index Change in the CPI-U.

Minimum Diversion Level Requirements

Minimum Single-Family Diversion Level

Contractor shall be assessed a Disincentive Payment if the calculated Single-Family Diversion Level in any given Rate Year is less than the arithmetic average of the calculated Single-Family Diversion Levels for the five (5) Rate Years prior to the Rate Year under consideration. The disincentive payment for Rate Year Eleven (2021) shall equal seventy dollars (\$70.00) per Ton for each Ton under that arithmetic average). In subsequent Rate Years, the per-Ton incentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K.

Minimum Commercial Diversion Level

ATTACHMENT I

PERFORMANCE INCENTIVES AND DISINCENTIVES

Contractor shall be assessed a Disincentive Payment if the calculated Commercial Diversion Level in any given Rate Year is less than the arithmetic average of the calculated Commercial Diversion Levels for the five (5) Rate Years prior to the Rate Year under consideration. The disincentive payment for Rate Year Eleven (2021) shall equal seventy dollars (\$70.00) per Ton for each Ton under that arithmetic average. In subsequent Rate Years, the per-Ton incentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K.

3. **COMMERCIAL OR SINGLE-FAMILY MISSED PICK-UP COLLECTION EVENTS**

Contractor shall be assessed a disincentive payment for the actual number of Commercial or Single-Family Missed Pick-Up Collection Events for Agency that occur during each month. The disincentive payment for Rate Year Eleven (2021) shall equal fifty dollars (\$50.00) per Commercial or Single-Family Missed Pick-Up Collection Event. In subsequent Rate Years, the disincentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K. Disincentive payments for Missed Pick-Up Collection Events will be based on the following example:

Actual number of Commercial or Single-Family Missed Pick-Up Collection Events = 87

Allowable threshold of Commercial or Single-Family Missed Pick-Up Collection Events = 0

Example disincentive payment calculation: $87 \times \$50 = \$4,350$

4. **AVERAGE SPEED OF ANSWER AT CUSTOMER SERVICE CENTER**

Exceptionally Fast Average Speed of Answer

Contractor shall receive an incentive payment if the actual Average Speed of Answer is less than fifteen (15) seconds each month. The incentive payment for Rate Year Eleven (2021) shall equal five hundred dollars (\$500.00) per second for each second below the Average Speed of Answer Standard. In subsequent Rate Years, the incentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K. The incentive payment shall be calculated based on the following example:

Actual Average Speed of Answer = 14 seconds

Average Speed of Answer Standard = 15 seconds

Incentive payment is required if the Actual Average < 15 seconds

Example incentive payment calculation: $15 - 14 = 1 \text{ second} \times \$500.00 = \$500.00$

If the actual Average Speed of Answer is equal to or greater than fifteen (15) seconds each month, no incentive payment will be provided.

Maximum Average Speed of Answer

Contractor shall be assessed a disincentive payment if the Average Speed of Answer is greater than or equal to thirty (30) seconds each month. The disincentive payment for Rate Year Eleven (2021) shall equal five hundred dollars (\$500.00) per second for each second greater than or equal to the Average Speed of Answer Standard. In subsequent Rate Years, the disincentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K. If Contractor fails to achieve

ATTACHMENT I

PERFORMANCE INCENTIVES AND DISINCENTIVES

the maximum Average Speed of Answer, the Agency shall assess a disincentive payment based on the following example:

Actual Average Speed of Answer= 47 seconds

Average Speed of Answer Standard = 30 seconds

Disincentive payment is required if the Actual Average > 30 seconds

Example disincentive payment calculation: $47 - 30 = 17$ seconds \times \$500.00 = \$8,500

If the actual Average Speed of Answer is equal to or greater than fifteen (15) seconds and less than thirty (30) seconds each month, neither incentives or disincentives shall be applied.

5. NINETY SECOND (90) MAXIMUM HOLD TIME

The maximum Hold Time shall be ninety (90) seconds. A disincentive payment shall apply if the percentage of calls exceeding this ninety (90) second threshold in a given quarter exceeds five percent (5%) of the calls received in that quarter. Quarters shall be calendar quarters (e.g., the first quarter of the Rate Year includes January, February, and March). The disincentive payment for Rate Year Eleven (2021) shall equal five dollars (\$5.00) per call above the ninety (90) second Hold Time in a given quarter that exceeds five percent (5%) of the calls received in that quarter. In subsequent Rate Years, the disincentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K. If Contractor fails to achieve this performance standard, the Agency shall assess a disincentive payment based on the following example:

Total number of calls received in quarter = 19,380

5% of total number of calls received in quarter = $19,380 \times 0.05 = 969$

Actual number of calls in quarter exceeding 90 second Hold Time = 1,281

Number of calls exceeding 90 second Hold Time in excess of 5% threshold = $1,281 - 969 = 312$

Example disincentive payment calculation: $312 \times \$5.00 = \$1,560$

6. INCENTIVE/DISINCENTIVE PAYMENT PROCEDURES

A. **Record Keeping.** In accordance with Article 9, records shall be maintained by Contractor for Agency in a manner that adequately demonstrates and documents Contractor's performance in accordance with this Agreement. The records shall be sufficient for Agency and SBWMA to determine Contractor's compliance with the specified performance standards.

B. **Determination of Achievement of Performance Standards.** In accordance with the requirements of Sections 9.06, 9.07, and 11.07.E, Contractor shall provide with its quarterly and annual reports, a report that identifies compliance with the performance standards listed in this Attachment and calculation of the performance incentive payments and disincentive assessments due.

Performance incentives and disincentives for Overall Diversion Level, minimum Single-Family Diversion Level, minimum Commercial Diversion Level, Average Speed of Answer, and ninety (90) second maximum Hold Time shall be calculated in aggregate for the SBWMA Service Area and Agency's share shall be proportional

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

based on the Tons of Solid Waste Collected in the previous Rate Year by Contractor. Performance disincentives for Single-Family Missed Pick-Up Collection Events shall be calculated separately for each Agency.

The incentives and disincentives that will be calculated monthly include:

- Commercial or Single-Family Missed Pick-Up Collection Events
- Average Speed of Answer
- Ninety (90) Second Maximum Hold Time

The incentives and disincentives that will be calculated annually include:

- Overall Diversion Level
- Minimum Single Family Diversion
- Minimum Commercial Diversion Level

- C. **Amount.** The incentive and disincentive payment amounts shall be determined in accordance with the formulas presented in Sections 2 through 5 of this Attachment I. Notwithstanding any other provision of this Agreement, except for Commercial or Single-Family Missed Pick-Up Collection Events, on an annual basis, the maximum disincentive payments by Contractor shall not exceed one hundred thousand dollars (\$100,000) in total for all Member Agencies, and the maximum incentive payments to Contractor shall not exceed one hundred thousand dollars (\$100,000) in total for all Member Agencies.
- D. **Timing of Payment.** Payments related to performance incentives and disincentives that are calculated monthly and annually are to be included in Contractor's annual Application for adjustment to Contractor's Compensation. Contractor's Compensation for the next Rate Year will be increased or decreased by the net amount of performance incentive payments and disincentive assessments calculated. If performance incentive or disincentives payments are due for performance in the last two (2) Rate Years, the amount shall not be reflected in an adjustment to Contractor's Compensation. Instead, payments shall be made directly by the Agency to the Contractor for incentive payments or directly by the Contractor to the Agency for disincentive payments. Such payments shall be made within thirty (30) days of the determination of the amount due. The SBWMA will review Contractor's calculations of incentives and disincentive payments and underlying data for accuracy, will confer with Member Agencies to confirm data as to each Member Agency, and will meet with Contractor to resolve any errors or inconsistencies.
- E. **Disputes by Contractor.** Contractor may, within ten (10) calendar days after receiving the Agency's or SBWMA's written notice containing Agency's or SBWMA's revised determination of incentive and disincentive payments, provide written notice to Agency and SBWMA of any disagreement with Agency's or SBWMA's determination. Contractor may present evidence in writing to support its position. Agency and SBWMA shall review Contractor's submission and within ten (10) calendar days shall schedule a meeting with Contractor to discuss Contractor's concerns. The decision of Agency or SBWMA shall be final.

Attachment J Liquidated Damages

The following table lists the events that constitute breaches of the Agreement's standard of performance warranting the imposition of Liquidated Damages; the acceptable performance level; the definition of the Complaint, incident, or event; the method by which occurrences will principally be tracked (by Contractor or Agency), and the amount of Liquidated Damages for failure to meet the contractually-required standard of performance.

Contractor is required to maintain records of Customer Complaints which show for each Complaint: date and time received; name, address and telephone number of caller; nature of Complaint (e.g., missed pick-up, excessive noise, property damage, etc.); name of employee receiving Complaint; action taken by Contractor to respond to Complaint; and date Complaint was resolved.

Contractor shall submit to Agency with its quarterly report a Liquidated Damages report which summarizes the number of Complaints in each category and computes the amount (if any) of Liquidated Damages accrued by month during the preceding quarter. If Agency requests, Contractor shall also provide a printout of the full records for the quarter.

The Liquidated Damage amounts specified in this Attachment are effective for Rate Year Eleven (2021). In subsequent Rate Years, the Liquidated Damage amounts shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K.

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TABLE 1

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
	COLLECTION QUALITY				
1.	Collection Quality Complaint (includes Solid Waste, Recyclable Materials and Organic Materials Collection service)	Number of "Collection quality Complaints" is less than or equal to thirty (30) per month for each of the following three categories (i.e., A, B and C) for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.	"Collection quality Complaints" shall include all Complaints received regarding events described under Items 1A through 1C herein.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded for each category (Items 1A through 1C) for the Agency	\$150 per Complaint received above the acceptable performance level
	A. Unauthorized Collection Hours (includes: Solid Waste, Recyclable Materials and Organic Materials Collection service)	See above	Each Complaint that Contractor has performed Collection services outside of hours authorized in Section 8.01.A.	See above	See above
	B. Inadequate Care of or Damage to Private Property	See above	Each Complaint that Contractor has not closed a Customer's gate, has crossed planted areas, or has damaged private property (including damage of private vehicles) pursuant to Section 8.02.H.	See above	See above

TABLE 1					
	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
	C. Failure to Resolve Property Damage Claims	See above	Each Complaint of Contractor's failure to resolve claims of damage to property within thirty (30) calendar days of the date the Complaint of damage was reported pursuant to Section 8.02.H.	See above	See above
2.	Failure to Provide New Service or Initiate Change in Service	Number of "Failures to Provide New Service or Initiate Change in Service" is less than or equal to sixty (60) each month for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.	Each Complaint of Contractor's failure to provide new service or change an existing service level within five (5) Business Days of receiving the request pursuant to Section 8.02.C.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$100 per Complaint received above the acceptable performance level
3.	Improper Container Placement Complaints	The number of "Improper Container Placement Complaints" shall be less than or equal to 500 per month for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.	Each Complaint of Contractor's failure to return empty Containers to original location (or alternate location if original location was not safe with regard to pedestrian and vehicular traffic), and each Complaint of failure to place Containers in an upright position with lids closed pursuant to Section 8.02.B.1, provided that Contractor shall not be responsible for placement of Containers that are moved due to wind, rain or other inclement weather conditions, third parties or other factors outside Contractor's reasonable control.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$50 per Complaint above the acceptable performance level

TABLE 1					
	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
4.	Failure to Effectively Distribute Non-Collection Notices	The number of non-collection notices that Contractor distributes is at least 50% of all Container set-outs that require a non-collection notice based on the presence of contamination.	An event is a Container set-out that contains contamination but was not provided a non-collection notice.	Contractor shall provide a report on a monthly basis that contains information on Contractor's use of non-collection notices.	\$25 per event
5.	Excessive Noise Complaints	The number of "excessive noise Complaints" shall be less than or equal to sixty (60) per month for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.	Each Complaint of excessive noise reportedly related to Contractor's Collection operations pursuant to Section 8.02.J.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$50 per Complaint above the acceptable performance level
6.	Unacceptable Employee Behavior	No incidents or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each Complaint of reportedly discourteous, rude, or inappropriate behavior by Collection vehicle personnel, Customer service personnel, or other employees of Contractor pursuant to Section 8.06.J.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$250 per Complaint

TABLE 1					
	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
7.	A. Complaints of Spills of Discarded Materials	The number of "Complaints of spills of Discarded Materials" shall be less than or equal to one-hundred and twenty (120) per month for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.	Each Complaint of litter, or spills of Solid Waste, Recyclable Materials, or Organic Materials near Containers or on public streets and Contractor's failure to pick up or clean up such material immediately pursuant to Section 8.02.I.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$50 per Complaint above the acceptable performance level
	B. Complaints of Failure to Clean Up Spills of Discarded Materials	See above	Each Complaint of Contractor failing to clean up Solid Waste, Recyclable Materials, or Organic Materials that were littered on public property pursuant to Section 8.02.I.	See above	See above
8.	Spills of Vehicle Fluids	No incidents or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each Complaint of unreasonable leaks or spills of hydraulic fluids, fuel, motor oil, and other motor vehicle fluids and liquids from the Collection vehicle on public streets pursuant to Section 8.02.I.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$500 per Complaint

TABLE 1					
	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
9.	Untimely Scheduling of Bulky Item Collections	No incidents or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each failure to schedule and perform a Bulky Item Collection within ten (10) Business Days of Customer's request subject to exceptions described in Section 5.05.H of the Agreement.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency; and, shall document all Bulky Item Collections including date of Customer's request and actual date of service, and, upon request shall provide reports for the Agency's review.	\$100 per incident

TABLE 1

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
10.	Abandoned Waste	No incidents or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each failure to Collect abandoned waste within one (1) Business Day after notice provided in accordance with Section 5.09.A, unless such failure resulted from the volume of requests exceeding the maximum of thirty (30) scheduled events per day set forth in Section 5.09.A..	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency; and, shall document all Abandoned Waste Collections including date of notice and actual date of service, and, upon request shall provide reports for the Agency's review.	\$100 per incident
	Customer Service Quality				
1.	Untimely Resolution of Complaints and Inquiries	No failures or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each failure to resolve or remedy a Complaint or Inquiry within ten (10) Business Days of receipt of Complaint or Inquiry pursuant to Section 7.02.D, with the exception of missed pick-ups which are addressed in Attachment I or other service related events that have Liquidated Damages associated with them.	Contractor shall document all Complaints and Inquiries including the date of response pursuant to Section 7.02.D, and, upon request, shall provide detailed reports for the Agency's review.	\$100 per incident

TABLE 1					
	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
	Reporting				
1.	Late Submittal of Reports, Application, Proposal, or Other Submittals	Report, application or proposal shall be submitted on the date or in accordance with the timeframe specified in this Agreement.	For each day Contractor fails to submit: (i) reports in the timeframe specified in Article 9, (ii) Application for determination of Contractor's Compensation in the timeframe specified in Article 11; (iii) proposal requested by Agency for change in service in the timeframe specified in Article 9; and (iv) other submittals required by this Agreement in the timeframe specified in this Agreement.	Contractor's submittal dates shall be recorded and compared to the submittal requirements of the Agreement	\$250 per day for each day report is overdue
2.	Submittal of Inaccurate Report, Application, Proposal, or Other Submittals and Correspondence	Report, application, proposal or correspondence submitted does not contain inaccurate, misleading or erroneous data and information.	For each day Contractor fails to submit corrections or restatements rectifying the inaccurate, misleading or erroneous data and information contained in reports, applications, proposals or correspondence submitted to Agency or SBWMA commencing with the third (3 rd) Business Day after receiving notification from Agency or SBWMA of Contractor having submitted inaccurate, misleading or erroneous data and information.	The data and information contained in Contractor's submittal shall be recorded and verified for accuracy by Agency or SBWMA.	\$250 per day for each day inaccurate or erroneous information is not corrected by Contractor commencing with the third (3 rd) Business Day after receiving notification from Agency or SBWMA of Contractor having submitted inaccurate, misleading or erroneous data and information

TABLE 1					
	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
3.	Failure to Perform and Report on Billing Review	Reports on billing reviews are submitted on time.	Failure to conduct Billing reviews and report on the findings of the review pursuant to Section 7.01.F.	Contractor's submittal dates shall be recorded and compared to the submittal requirements of the Agreement	\$250 per day for each day report is overdue
Other					
1.	Disposal of Diversion Program Materials	Contractor does not Dispose of Recyclable Materials or Organic Materials Collected.	For each Ton of Recyclable Materials or Organic Materials Disposed of without written approval of the Agency pursuant to Section 8.02.D.	Alleged incidents shall be investigated by Agency	\$175 per Ton Disposed for Recyclables \$100 per Ton Disposed for Organics
2.	Use of Unauthorized Facilities	Each Ton of material shall be delivered to the Designated Transfer and Processing Site.	For each Ton of Solid Waste, Recyclable Materials or Organic Materials that is not delivered to the Designated Transfer and Processing Facility pursuant to Section 6.01.	Alleged incidents shall be investigated by Agency	\$175 per Ton Delivered to unauthorized facility for Recyclables \$100 per Ton Delivered to unauthorized facility for Organics and Solid Waste

Table 2: Monthly Allowances for Each Member Agency for Select Collection Quality Standards

Member Agency	Monthly Percentage Threshold*	Collection Quality Performance Standard Number				
		1A, 1B, 1C	2	3	5	7.A
Atherton	2.48%	1	1	12	1	3
Belmont	7.15%	2	4	36	4	9
Burlingame	7.01%	2	4	35	4	8
Hillsborough	3.89%	1	2	19	2	5
EPA	4.44%	1	3	22	3	5
Foster City	7.15%	2	4	36	4	9
Menlo Park	8.35%	3	5	42	5	10
Redwood City	18.41%	5	12	92	12	22
San Carlos	9.08%	3	5	45	5	11
San Mateo	21.61%	6	14	108	14	26
North Fair Oaks (CSA-8)	2.77%	1	2	14	2	3
WBSD	2.34%	1	1	12	1	3
Unincorporated County	5.32%	2	3	27	3	6
Total Acceptable Performance Level	100.00%	30	60	500	60	120

* Monthly percentage threshold was calculated based on total monthly SFD Service Opportunities as of March 2017.

Attachment K
Contractor's Compensation
and
Rate Setting Process

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**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

1. Introduction

As provided in Article 11 of the Agreement, Member Agencies expect the SBWMA, of which they are all members, to provide substantial assistance in administering the annual review of Contractor's Compensation and the integration of that review with Member Agencies' adjustment of Rates and Charges billed to Customers for Contractor's services.

This Attachment describes the process for adjusting Contractor's Compensation, Rates, and Charges for Rate Year Eleven (2021) and each year thereafter. Note that Contractor's Compensation and Rate setting process for Rate Years One (2010) through Ten (2020) is described in the 2009 Franchise Agreement, as amended by Section 11.02.F of the Agreement.

This Attachment presents definitions of terms specifically related to this Attachment (Section 2); describes Contractor's accountability regarding Contractor's Compensation assumptions (Section 3); the procedures by which specific elements of Contractor's Compensation will be adjusted annually (Section 4); the procedure by which Agency may elect to stabilize Rates by carrying forward a portion of Contractor's Compensation (Section 5); the format and content of Contractor's annual Application for adjustments in Contractor's Compensation (Section 5); the actions to be taken by SBWMA in reviewing that Application (Section 6); allocating Contractor's Compensation among Member Agencies (Section 7); an explanation of Pass-Through Costs (Section 8); reconciling the revenue earned by Contractor each Rate Year with the approved Contractor's Compensation for that Rate Year (Section 9); preparing and reviewing reports to Member Agencies with recommendations for adjustments in each Member Agency's Rates (Section 10); a discussion of Performance Incentives and Disincentives (Section 11); and the role of each Member Agency in establishing Rates and the Rate structure (Section 12).

SBWMA and Contractor may agree to modifications in the procedures and schedules in this Attachment in order to adapt them to changed circumstances or to improve their efficiency and timeliness. Before implementing any such modifications, SBWMA will provide at least thirty (30) Days prior written notice to all Member Agencies. The notice will include an explanation of the reason(s) for the proposed modification(s) and the section(s) of this Attachment that would be affected by the proposed modification(s).

2. Definitions

The following terms are defined for the purposes of this Attachment K. Other terms that are capitalized that are not otherwise defined in this Attachment or in Attachment A of the Agreement are defined by reference to the line items as they appear in projected 2021 Contractor's Compensation in Attachment N.

- A. **"Annual Index Change"** means the average CPI value for the 12-month period ending April of the then-current Rate Year minus the average CPI value for 12-month period ending April of the most-recently-completed Rate Year, divided by the average CPI value for the 12-month period ending April of the most-recently completed Rate Year. The Annual Index Change shall be rounded to the nearest thousandth. The Annual Index Change may be a positive or negative value, which results in increases or decreases when costs are adjusted pursuant to Section 4.

For example, if the Contractor is preparing its Application for Contractor's Compensation to be effective for Rate Year Twelve (2022), the Annual Index Change for CPI-U shall be calculated as

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CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS

follows: [(Average CPI-U for May 2020 through April 2021) – (Average CPI-U for May 2019 through April 2020)] / (Average CPI-U for May 2019 through April 2020).

- B. **“CPI-U”** means the All Urban Consumers Index (CPI-U) compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters.

CPI-U Parameters:

Area – San Francisco-Oakland-San Jose Metropolitan Area
Item – All Items
Base Period – Current 1982-84=100
Not seasonally adjusted
Periodicity – Bi-monthly
Series ID – CUURA422SA0

- C. **“CPI-U-Motor Fuel”** is the index that shall be used to adjust diesel fuel costs and means All Urban Consumers Index for Motor Fuel compiled and published by the U. S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters:

CPI-U-Motor Fuel Parameters:

Area – San Francisco-Oakland-San Jose Metropolitan Area
Item – Motor Fuel
Base Period – Current 1982-84=100
Not seasonally adjusted
Periodicity – Monthly
Series ID – CUURA422SETB

- D. **“CPI-W-Wages”** means the Consumer Price Index, Urban Wage Earners and Clerical Workers compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters.

CPI-W Parameters:

Area – San Francisco-Oakland-San Jose Metropolitan Area
Item – All Items
Base Period – Current 1982-84=100
Not seasonally adjusted
Periodicity – Bi-monthly
Series ID – CWURA422SA0

- E. **“CPI-W-Medical”** means the Consumer Price Index, Urban Wage Earners and Clerical Workers, Medical Care, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters.

CPI-W-Medical Parameters:

Area – San Francisco-Oakland-San Jose Metropolitan Area
Item – Medical Care
Base Period – Current 1982-84=100
Not seasonally adjusted

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CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS

Periodicity – Bi-monthly
Series ID – CWURA422SAM

- F. **“Compensation Adjustment Factor”** means the amount of change in the Contractor’s Compensation for the then-current Rate Year compared to the coming Rate Year.
- G. **“Potential Cap Carry Forward”** means the amount of Member Agency’s share of Contractor’s Compensation for the coming Rate Year that Member Agency may elect to defer (carry forward) to the subsequent Rate Year, which is calculated as provided in Section 5.
- H. **“Cap Carry Forward”** means the amount that Member Agency actually elects to defer (carry forward) from the coming Rate Year to the subsequent Rate Year pursuant to Section 5, which shall be included in Member Agency’s share of Contractor’s Compensation as an adjustment for such subsequent Rate Year.
- I. **“Direct Cost”** means those costs directly attributable to the provision of Collection services including, but not limited to, costs for Collection vehicle personnel and related benefits, payroll taxes, and workers compensation insurance; Collection vehicle fuel; and other direct costs.
- J. **“Indirect Cost”** means those costs not directly attributable to provision of Collection service, which costs are aggregated into an overhead cost pool(s). Indirect costs include, but are not limited to, costs for general and administrative, general operations, vehicle maintenance, and container maintenance costs.

3. Contractor Accountability for Proposal Assumptions

The method of adjusting Contractor’s Compensation holds Contractor accountable for several projections and assumptions on which its projected 2021 costs were based, and which are incorporated into the baseline costs shown on Attachment N, including: proposed technology, route productivity, Single-Family Container placement assumptions, and Customer recycling/organics participation rates, as follows:

- **Proposed Technology** – No additional adjustments shall be made to Contractor’s Compensation if the technology proposed by Contractor does not achieve the intended results or productivity. (If a Change in Law requires consideration of new or alternative technology or if the Parties mutually agree to consider a change in technology, cost impacts related to the change in technology will be addressed under the applicable provisions of the Agreement).
- **Route Productivity** – The assumptions regarding route productivity directly impact costs related to labor, route hours, vehicles, fuel use, and vehicle maintenance. No adjustments to Contractor’s Compensation will be made for differences between route productivity levels assumed in Attachment N and actual route productivity.
- **Customer Recycling and Organic Program Participation Levels** – Contractor’s estimate of the number of Single-Family Dwelling, Multi-Family, and Commercial Customers that will be provided Targeted Recyclable Materials and Organic Materials Collection Service is incorporated into the baseline costs shown on Attachment N. No adjustments to Contractor’s Compensation will be made for differences between estimated and actual participation levels

ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS

with the exception of adjustments for changes in service level pursuant to Section 4 of this Attachment.

4. Adjustments to Contractor's Compensation

The annual process for adjusting Contractor's Compensation is summarized in Table 1. Column One of the table describes the adjustment of Contractor's projected 2021 costs shown on Attachment N to establish Rate Year Eleven (2021) Contractor's Compensation; Column Two describes annual adjustments to determine Contractor's Compensation for Rate Year Twelve (2022) and each year thereafter. When determining the Contractor's Compensation for the coming Rate Year, separate cost adjustment calculations shall be performed for the following Service Sectors and Lines of Business, which shall encompass all portions of Contractor's Compensation:

- Single-family Solid Waste
- Single-family Targeted Recyclable Materials (including Household Batteries, Cell Phones, Used Motor Oil, and Used Motor Oil Filters)
- Single-family Organic Materials including Holiday Trees
- Single-family Bulky Item Materials (two On-Call Bulky Collection events)
- Multi-Family and Commercial Cart and Bin Solid Waste
- Multi-Family and Commercial Cart and Bin Targeted Recyclable Materials
- Multi-Family and Commercial Cart and Bin Organic Materials including Holiday Trees
- Multi-Family and Commercial Drop Box
- Multi-Family Bulky Item Materials (two On-Call Bulky Collection events)
- Agency Facilities Cart and Bin Solid Waste
- Agency Facilities Cart and Bin Targeted Recyclable Materials
- Agency Facilities Cart and Bin Organic Materials
- Agency Facilities Drop Box
- Agency Facilities Venues and Events

The total Contractor's Compensation shall equal the sum of Contractor's Compensation for each of the above Lines of Business. For purposes of Attachment K, "Multi-Family and Commercial" shall be considered one Service Sector.

Table 1 describes the process for adjusting costs for service level changes (in addition to other adjustments to costs). The Parties agree that service level changes shall not be made for Contractor's Compensation for Single-family and Multi-Family Bulky Item Materials (two On-Call Bulky Collection events) as long as Contractor is subject to the average daily limit of one hundred fifty (150) Bulky Item Collection service events, as set forth in Section 5.05.H of the Agreement.

All other adjustments described in Table 1 shall be applicable to the above Service Sectors and Lines of Business. Adjustments for changes in service levels for the above Service Sectors and Lines of Business may also occur in accordance with Section 15.12 of the Agreement.

If Contractor's Compensation is adjusted under the 2009 Franchise Agreement after Rate Year Six (2016) but before Rate Year Eleven (2021) due to a Change in Law or Customer migration under Sections 11.05.A.3 or 11.05.A.4 of the 2009 Franchise Agreement, or an Agency-directed change under Section 15.12 of the 2009 Franchise Agreement, then Contractor's Compensation for Rate Year Eleven (2021) shall be equitably adjusted to give effect to the change.

**ATTACHMENT K
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5. Possible Carry Forward of Annual Compensation Adjustments Above 5%

If Agency's share of Contractor's Compensation for the coming Rate Year (expressed in dollars) exceeds Agency's share of Contractor's Compensation for the current Rate Year (expressed in dollars) by more than five percent (5%), calculated as provided below, then Agency may elect to defer (carry forward) the excess to the subsequent Rate Year in accordance with this Section. The purpose of the carry forward mechanism is to smooth Rate adjustments, not to reduce the amount of compensation to which Contractor is entitled.

Agency's deferral right shall apply only to increases in Contractor's Compensation resulting from application of the methodology set forth in this Attachment K, excluding any Agency-specific costs. The following cost items shall not be subject to deferral or included in deferral calculations:

- Any costs listed in Table 1 under the line items "Contract Changes to Specific Agencies" or "Incentives/Disincentives Payments";
- Cost increases under other Sections of the Agreement including, but not limited to, those resulting from Agency-directed changes (Section 15.12) or Changes in Law (Section 11.05); and,
- Increases in costs that are not part of Contractor's Compensation including, but not limited to, Franchise Fees or other Agency fees, or processing and Disposal fees paid by Contractor to SBWMA.

Agency's share of Contractor's Compensation for a given Rate Year (expressed in dollars), adjusted as necessary to comply with the foregoing requirements, shall be referred to herein as "Adjusted Contractor's Compensation." Adjusted Contractor's Compensation for a given Rate Year includes any Cap Carry Forward from the previous Rate Year.

In each of its Applications to establish Rates for Rate Years Twelve (2022) onward, Contractor shall include its calculation of: (A) Adjusted Contractor's Compensation for the coming Rate Year, (B) Adjusted Contractor's Compensation for the current Rate Year, (C) the difference between the two (calculation: $C = A - B$), and (D) the amount, if any, by which such difference exceeds five percent (5%) of Adjusted Contractor's Compensation for the current Rate Year (calculation: $D = C - (B \times 0.05)$) (the "Potential Cap Carry Forward"). If the calculation of the Potential Cap Carry Forward results in a negative value, the Potential Cap Carry Forward shall equal zero.

SBWMA shall confirm or correct Contractor's calculations and include such amounts, for each Member Agency, in its reports on Contractor's Application.

Agency may elect to carry forward any amount provided that the amount is less than or equal to the Potential Cap Carry Forward. If Agency elects to defer some or all of the Potential Cap Carry Forward, then:

1. Contractor's Compensation for the coming Rate Year shall be deemed reduced by such amount, for purposes of Agency's obligation to adjust Rates under Section 13 below; and,
2. Contractor's Compensation for the subsequent Rate Year shall be increased by such amount (which shall be the "Cap Carry Forward") in the Contractor's Compensation and Rate setting process for such subsequent Rate Year).

Agency may not defer any amounts in the final Rate Year of the Term. All Contractor's Compensation due to Contractor that was carried forward and not previously compensated to Contractor shall be reflected in the Contractor's Compensation for the final Rate Year of the Term, so that no Cap Carry Forward is calculated or applied for recovery beyond the final Rate Year of the Term. For purposes of

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CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS

this Attachment K, the final Rate Year of the Term means Rate Year Twenty-Five (2035), or, if the Term is extended under Section 3.03.A of the Agreement, the last Rate Year of the mutually agreed Term. If the Term is extended for up to twelve (12) months under Section 3.03.B of the Agreement, no amounts may be deferred from or to that extension period.

If the amount of the Potential Cap Carry Forward is greater than ten percent (10%) of Adjusted Contractor's Compensation for the current Rate Year, the Parties shall meet and confer to discuss the Agency's plan to reduce the amount of the Cap Carry Forward with the goal of eliminating the Cap Carry Forward in the coming Rate Years.

**ATTACHMENT K
CONTRACTOR’S COMPENSATION AND RATE SETTING PROCESS**

Table 1: Contractor’s Compensation Adjustment Methodology
{Note: The table below replaces the current Table 1 in its entirety}

Cost	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor’s Compensation	Annual Adjustment to Contractor’s Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
ANNUAL COST OF OPERATIONS		
<p>A. Direct Labor-Related Costs for Collection Vehicle Route Personnel Represented Through Collective Bargaining Agreements (CBA).</p>	<ul style="list-style-type: none"> Adjust projected 2021 Direct Labor-Related Costs to reflect service level changes from April 2016 to April 2020 by 100% of the average service level change in accounts, lifts, or pulls as described in the following bullet. The service level adjustment shall be based on the change in the rolling three-year average number of Solid Waste accounts in the SBWMA Service Area and shall be calculated using the following formula: Adjusted 2021 Direct Labor-Related Costs = Projected 2021 Direct Labor-Related Costs per Attachment N x [1 + 75% x (((Sum of number of Solid Waste accounts as of April 2018 + April 2019 + April 2020) - (Sum of number of Solid Waste accounts as of April 2014 + April 2015 + April 2016)) / (Sum of number of Solid Waste accounts as of April 2014 + April 2015 + April 2016))]. For Commercial lines of business, lifts shall be used rather than accounts; and, for Drop Box lines of business, pulls shall be used rather than accounts. Because Contractor is subject to the average daily limit of one hundred fifty (150) Bulky Item Collection service events, as set forth in Section 5.05.H of the Agreement, no service level adjustments shall be applied to the following Service Sectors and Lines of Business: Single-family Bulky Item Materials (two On-Call Bulky Collection events) and Multi-Family Bulky Item Materials (two On-Call Bulky Collection events). 	<p>Step One:</p> <ul style="list-style-type: none"> Direct Wages for CBAs: Annually adjust Wage costs by 100% of the Annual Index Change using the CPI-W-Wages. Benefits for CBAs: Annually adjust Health Benefit costs by 100% of the Annual Index Change using CPI-W-Medical. Payroll taxes: Annually adjust direct labor-related payroll tax expense based on the effective tax rate of 8.1%. The effective tax rate shall be applied to the adjusted direct wages for CBAs to calculate payroll tax expense. When the Federal and/or State employer payroll tax rates or limits are changed, Contractor shall submit to SBWMA a new effective payroll tax rate for review and approval (not to be unreasonably withheld). If approved, the new payroll tax rates shall be used to calculate payroll tax expense for the Rate Year affected by the change(s). Workers Compensation Insurance: Annually adjust worker’s compensation costs by 100% of the Annual Index Change in the CPI-W-Wages. <p>Step Two:</p> <ul style="list-style-type: none"> Annually adjust wages, benefits, payroll taxes, and workers compensation insurance costs to reflect service level changes by adjusting wage and benefit costs by 100% of the average service level change in accounts, lifts, and pulls as described in Table 2.

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Cost	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
B. Direct Fuel Costs for All Contractor Vehicles including Collection Vehicles, Support Vehicles, and Supervisor's Vehicles	<ul style="list-style-type: none"> Step One: Adjust 2021 projected Direct Fuel costs to reflect the change in the CPI-U-Motor Fuel from April 2016 to April 2020 using the following formula: Adjusted 2021 Direct Fuel cost = Projected 2021 Direct Fuel cost x [1 + (((Average CPI for May 2019 through April 2020) – (Average CPI for May 2015 through October 2016)) / (Average CPI for May 2015 through April 2016))]. Step Two: Adjust Direct Fuel Cost amount calculated in Step One to reflect service level changes using the method described in Row A above for Rate Year Eleven (2021) Direct-Labor Related Costs. 	<ul style="list-style-type: none"> Step One: Annually adjust direct fuel costs by 100% of the Annual Index Change for the CPI-U-Motor Fuel. Step Two: Annually adjust direct fuel costs to reflect service level changes by adjusting costs by 100% of the average service level change in accounts, lifts, and pulls as described in Table 2.
C. Other Direct Costs for Collection Services	<ul style="list-style-type: none"> Adjust Other Direct Costs to reflect service level changes by using the method described in Row A above for Rate Year Eleven (2021) Direct-Labor Related Costs. 	<ul style="list-style-type: none"> Step One: Annually adjust Other Direct Costs by 100% of the Annual Index Change using CPI-U. Step Two: Annually adjust Other Direct Costs to reflect service level changes by adjusting costs by 100% of the average service level change in accounts, lifts, and pulls as described in Table 2.

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<p>D. Depreciation for All Contractor Vehicles including Collection Vehicles, Support Vehicles, and Supervisor’s Vehicles</p>	<p>The annual depreciation amount shall equal \$3,056,022, which is the projected amount for 2021 as specified in Attachment N.</p>	<ul style="list-style-type: none"> • A vehicle equipment replacement schedule prepared by the Contractor is included in Attachment N. It shows the timing of anticipated vehicle purchases, estimated vehicle acquisition costs, and estimated annual depreciation and interest expenses for Rate Years Eleven (2021) through Twenty-Five (2035). In preparing this schedule, Contractor estimated vehicle acquisition costs in 2017 dollars and escalated the amounts annually by two percent (2%) as reflected in the equipment replacement schedule. • For Rate Years Twelve (2022) through Sixteen (2026), the annual depreciation amount shall be equal to the projected amount for 2021 specified in Attachment N. • After completion of the new vehicle acquisitions in accordance with the equipment replacement schedule in Attachment N, the vehicle depreciation amount shall be adjusted to reflect actual vehicle acquisition costs in a manner that remaining undepreciated costs shall be depreciated evenly over the remaining Rate Years of the Agreement. The recalculation of the annual vehicle depreciation amount to be effective for Rate Years Seventeen (2027) through Twenty-Five (2035) shall be included in the Application submitted in 2026 for Rate Year Seventeen (2027) Contractor’s Compensation. The recalculation of vehicle depreciation expense shall be as follows: <ul style="list-style-type: none"> - “Annual Depreciation Cost Difference” = Actual cost of vehicles less projected vehicle costs of \$48,724,246, divided by 9 years. - The annual vehicle depreciation amount specified in Attachment N (\$3,056,022) shall be adjusted by 50% of the Annual Depreciation Cost Difference; however, the adjustment, whether positive or negative, shall not exceed \$350,000. Thus, the annual vehicle depreciation expense shall not be less than \$2,706,022 or greater than \$3,406,022. This adjusted depreciation amount shall be allocated to each Member Agency based on the
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Cost	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
		<p>percentage of projected 2021 total depreciation for all Member Agencies that was allocated to each Member Agency as shown in Attachment N. The allocated depreciation amount shall be included in Contractor's Compensation for Rate Years Seventeen (2027) through Twenty-Five (2035).</p> <ul style="list-style-type: none"> - Contractor shall not be compensated for any additional vehicle depreciation beyond \$3,406,022 per year.
E. Depreciation - Containers	<ul style="list-style-type: none"> • Contractor projected its Container replacement needs and costs and related depreciation for Rate Years Eleven (2021) through Twenty-Five (2035), which are specified in Attachment N for 2021. This amount (\$1,178,150) shall be the fixed annual Container Depreciation Costs for Rate Years Eleven (2021) through Twenty-Five (2035). • These depreciation amounts shall not be adjusted annually unless new Containers are purchased beyond the replacement quantities estimated by Contractor, subject to Agency or SBWMA approval (which shall not to be unreasonably withheld). If additional Containers are purchased, the depreciation expense shall be based on ten (10) year period or other period agreed upon by the Parties. 	<ul style="list-style-type: none"> • Same method as shown for Rate Year Eleven (2021).
F. Allocated Indirect Costs (e.g., General and Administrative, Operations, Vehicle Maintenance, and Container Maintenance costs including all non-route personnel CBA and non-CBA labor) excluding Allocated Depreciation and Interest	The annual Allocated Indirect Costs amount shall equal \$17,429,667, which is the projected amount for Rate Year Eleven (2021) as specified in Attachment N.	<ul style="list-style-type: none"> • Step One: Annually adjust Allocated Indirect Costs by 100% of the Annual Index Change using CPI-U. • Step Two: Annually adjust Allocated Indirect Costs to reflect service level changes by adjusting (increasing or decreasing) costs by 65% of the average service level change in accounts, lifts, and pulls as described in Table 2.

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Cost	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
G. Total Allocated Indirect Depreciation Costs (e.g., depreciation costs related to General and Administrative, Operations, Vehicle Maintenance, and Container Maintenance services)	<ul style="list-style-type: none"> Contractor projected its equipment acquisition needs, costs, and depreciation expense related to indirect services for Rate Years Eleven (2021) through Twenty-Five (2035). The depreciation expenses is the Allocated Indirect Depreciation Cost of \$117,650, which is specified in Attachment N for 2021. 	<ul style="list-style-type: none"> The annual Allocated Indirect Depreciation Costs for Rate Years Twelve (2022) through Twenty-Five (2035) shall be fixed and shall equal the Rate Year Eleven (2021) amount of \$117,650. These depreciation amounts shall not be adjusted during the Term unless new equipment is purchased subject to SBWMA approval (which shall not to be unreasonably withheld). If additional equipment is purchased, the depreciation expense shall be based on ten (10) year period or other period agreed upon by the SBWMA and Contractor.
Total Annual Cost of Operations	<ul style="list-style-type: none"> Calculated as the sum of the cost components adjusted as described above. 	<ul style="list-style-type: none"> Calculated as the sum of the cost components adjusted as described above.
PROFIT		
Profit	<ul style="list-style-type: none"> Calculate Profit using the following formula: $[(\text{Total Cost of Operations for the coming Rate Period}) / 90.5\%] - (\text{Total Cost of Operations for the coming Rate Period})$. The operating ratio is fixed for the Term of the Agreement at ninety and one-half percent (90.5%). 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).
CONTRACTOR PASS-THROUGH COSTS		

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Cost	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
A. Regulatory Agency Fees	<ul style="list-style-type: none"> Any non-operating fees (excluding fines, penalties, late fees) paid by Contractor (e.g., to U.S. Department of Transportation, Bay Area Air Quality Management District, Local Enforcement Agency, Bay Area Water Quality Control Board, California Highway Patrol). No regulatory agency fees were applicable when Contractor projected 2021 Contractor's Compensation; therefore, the 2021 amount shown in Attachment N is zero. If new regulatory agency fees become effective during the Term, the amount of the fees included in Contractor's Compensation shall be determined through a special compensation review for change in law pursuant to Section 11.05 of the Agreement. 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).
B. Interest Expense for Containers and All Contractor Vehicles including Collection Vehicles, Support Vehicles, and Supervisor's Vehicles (which are separately identified on the Equipment Replacement Schedule in Attachment N)	<ul style="list-style-type: none"> The annual interest expense shall be equal to the projected interest expense for 2021 specified in Attachment N, which is \$1,145,186. This interest expense for the Contractor vehicles is \$982,006 and for Containers is \$163,180. 	<ul style="list-style-type: none"> For Rate Years Twelve (2022) through Sixteen (2026), the annual Interest Expense for Rate Years Twelve (2022) through Twenty-Five (2035) shall be fixed and shall equal the Rate Year Eleven (2021) amount of \$1,145,186, which includes interest expense for the Contractor vehicles of \$982,006 and for Containers of \$163,180. After completion of the new vehicle acquisitions in accordance with the equipment replacement schedule in Attachment N, the interest amount shall be adjusted to reflect interest expense related to actual vehicle acquisition costs. The recalculation of the annual vehicle interest expense to be effective for Rate Years Seventeen (2027) through Twenty-Five (2035) shall be included in the Application submitted in 2026 for Rate Year Seventeen (2027) Contractor's Compensation.
C. Contract Changes to Specific Agencies	Not applicable	Not applicable

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Cost	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
<p>D. Cap Carry Forward</p> <p>The Cap Carry Forward methodology is described in Section 5 above. A hypothetical example of the Cap Carry Forward is provided in Table 3.</p>	<ul style="list-style-type: none"> The Cap Carry Forward shall not be applicable in Rate Year Eleven (2021) 	<ul style="list-style-type: none"> For Rate Year Twelve (2022), the Cap Carry Forward shall equal zero because Adjusted Contractor's Compensation shall not be capped in Rate Year Eleven (2021), and therefore no amount may be carried forward. For Rate Year Thirteen (2023) onward, the Cap Carry Forward shall equal the amount, if any, calculated for the preceding (i.e. then-current) Rate Year and elected by Agency to be carried forward, as provided in Section 5 above.
Total Contractor Pass-Through Costs	<ul style="list-style-type: none"> Calculated as the sum of the Contractor Pass-Through Costs. 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).
CONTRACTOR'S COMPENSATION	<ul style="list-style-type: none"> Calculated as the sum of Total Annual Cost of Operations, Profit, and Contractor's Pass-Through Costs. 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).
OTHER ADJUSTMENTS		
Incentives/Disincentives Payments	<ul style="list-style-type: none"> Amount varies annually based on actuals pursuant to Section 12 of Attachment K. 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).
CONTRACTOR'S COMPENSATION (Adjusted)	<ul style="list-style-type: none"> Calculated as the sum of the Contractor's Compensation and Other Adjustments 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).

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**Table 2: Service Level Adjustment Methodology
for Rate Years Twelve to Twenty-Five (2022 - 2035)**

Accounts (Single-Family Dwelling accounts for Solid Waste Collection)
<ul style="list-style-type: none"> • Adjustment shall be based on the annual percent change in the rolling three-year average number of Solid Waste accounts in the SBWMA Service Area, where the annual percent change shall be calculated using the following formula: $((\text{Average of Solid Waste accounts as of April 30 of the then-current Rate Year and the two most-recently completed Rate Years}) - (\text{Average of Solid Waste accounts as of April 30 of the three most-recently completed Rate Years})) / (\text{Average of Solid Waste accounts as of April 30 of the three most-recently completed Rate Years})$. The annual percent change calculated using the above formula is referred to herein as the “average service level change”. <p>For example, if the Contractor is preparing its Application in Rate Year Eleven (2021) for Contractor’s Compensation to be effective for Rate Year Twelve (2022), the average service level change shall be calculated as follows: $((\text{Average of Solid Waste accounts as of April 30, 2021} + \text{as of April 30, 2020} + \text{as of April 30, 2019}) - (\text{Average of the Solid Waste accounts as of April 30, 2020} + \text{as of April 30, 2019} + \text{as of April 30, 2018})) / (\text{Average of the Solid Waste accounts as of April 30, 2020} + \text{as of April 30, 2019} + \text{as of April 30, 2018})$. The value of the applicable cost item for Rate Year Eleven (2021) would be multiplied by $(1 + \text{the average service level change})$ to determine the value of such cost item for Rate Year Twelve (2022), assuming the cost item is to be adjusted by 100% of the average service level change. If Table 1 states that the cost item is to be adjusted by 65% of the average service level change (as is the case for Allocated Indirect Costs), then the value of the applicable cost item for Rate Year Eleven (2021) would be multiplied by $(1 + (0.65 \times (\text{the average service level change})))$ to determine the value of such cost item for Rate Year Twelve (2022).</p>
Lifts for Carts and Bins (Multi-Family and Commercial, and Agency Facilities Bin and Cart lifts for Solid Waste, Recyclable Materials, and Organic Materials Collection)
<ul style="list-style-type: none"> • Same method as described above, but using the average service level change in the number of lifts during a 4 week period in April, rather than the number of accounts as of April 30. • Calculations shall be separately performed for Solid Waste, Recyclable Materials, and Organic Materials Collection lifts, separately for Multi-Family and Commercial lifts and Agency Facilities lifts.
Pulls for Drop Boxes (Multi-Family and Commercial, and Agency Facilities Drop Box and Compactor pulls for Solid Waste, Recyclable Materials, and Organic Materials Collection)
<ul style="list-style-type: none"> • Same method as described above, but using the average service level change in the number of pulls during the 12 month period ending April 30, rather than the number of accounts as of April 30. • Calculations shall be combined for Solid Waste, Recyclable Materials, and Organic Materials Collection pulls, but shall be performed separately for Multi-Family and Commercial pulls and Agency Facilities pulls.

Note: Service level adjustments may be positive or negative values, which shall result in increases or decreases when costs are adjusted pursuant to Section 4.

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Table 3: Example Compensation Cap Methodology

CPI + Growth Percentage for Example City of Example	4.5% 2023	6.2% 2024	5.8% 2025	5.0% 2026	3.5% 2027	2.4% 2028	2.3% 2029
Annual Cost of Operations							
Direct Labor-Related Costs							
Wages for CBAs	1,731,660	1,839,023	1,945,687	2,042,971	2,114,475	2,165,222	2,215,023
Benefits for CBAs	804,714	854,606	904,173	949,382	982,610	1,006,193	1,029,335
Payroll Taxes	144,074	153,007	161,881	169,975	175,924	180,147	184,290
Workers Compensation Insurance	123,375	131,024	138,624	145,555	150,649	154,265	157,813
Total Direct Labor Related-Costs	2,803,823	2,977,660	3,150,365	3,307,883	3,423,659	3,505,826	3,586,460
Direct Fuel Costs	187,237	198,846	210,379	220,898	228,630	234,117	239,501
Other Direct Costs	244,805	259,983	275,062	288,815	298,924	306,098	313,138
Depreciation							
- Collection Vehicles	254,669	254,669	254,669	254,669	254,669	254,669	254,669
- Containers	98,179	98,179	98,179	98,179	98,179	98,179	98,179
Total Depreciation	352,848	352,848	352,848	352,848	352,848	352,848	352,848
Lease (Yr 1 principal only) for Collection Equipment							
Allocated Indirect Costs							
General and Administrative Operations	997,138	1,058,960	1,120,380	1,176,399	1,217,573	1,246,795	1,275,471
Vehicle Maintenance	104,966	111,474	117,940	123,837	128,171	131,247	134,266
Container Maintenance	297,057	315,475	333,772	350,461	362,727	371,433	379,975
Container Maintenance	175,509	186,390	197,201	207,061	214,308	219,451	224,499
Total Allocated Indirect Costs	1,574,670	1,672,299	1,769,293	1,857,757	1,922,779	1,968,926	2,014,211
Total Allocated Indirect Depreciation Costs	9,804	9,804	9,804	9,804	9,804	9,804	9,804
Total Annual Cost of Operations	5,173,187	5,471,441	5,767,750	6,038,005	6,236,643	6,377,618	6,515,963
Profit	543,042	574,350	605,454	633,824	654,675	669,474	683,996
Operating Ratio	90.5%	90.5%	90.5%	90.5%	90.5%	90.5%	90.5%
Total Operating Costs	5,716,229	6,045,791	6,373,205	6,671,829	6,891,318	7,047,092	7,199,959
Contractor Pass-Through Costs							
Interest Expense	95,432	95,432	95,432	95,432	95,432	95,432	95,432
ADD: Prior Year Compensation Cap Reductions	-	-	38,978	100,259	139,796	62,435	-
Contract Changes to Specific Agencies	-	-	-	-	-	-	-
Total Contractor Pass-Through Costs	95,432	95,432	134,411	195,691	235,228	157,867	95,432
BASE CONTRACTOR'S COMPENSATION	5,811,661	6,141,223	6,507,615	6,867,520	7,126,546	7,204,959	7,295,391
CONTRACTOR'S COMPENSATION CAP (5%)	5,861,902	6,102,244	6,407,357	6,727,724	7,064,111	7,417,316	7,565,207
Adjustment for 5% Cap	-	(38,978)	(100,259)	(139,796)	(62,435)	-	-
ADJUSTED CONTRACTORS COMPENSATION	5,811,661	6,102,244	6,407,357	6,727,724	7,064,111	7,204,959	7,295,391
% CHANGE IN CONTRACTOR COMPENSATION	4.10%	5.00%	5.00%	5.00%	5.00%	1.99%	1.26%

Note: All amounts presented in \$ per year with the exception of percentages as noted.

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6. Application for Contractor's Compensation Adjustment

Contractor is required to submit an Application for Contractor's Compensation Adjustment (Application) annually by June 15 for determination of Contractor's Compensation for the following Rate Year commencing with its Application for Rate Year Eleven (2021) Contractor's Compensation, which is due June 15, 2020. This Section describes the content of the Application.

A. Reporting of Operational Information

Operational information shall be reported in total as well as disaggregated by each Line of Business, by Service Sector, and by Member Agency. The information shall be submitted on forms provided by Contractor and approved by SBWMA. Operational information to be provided includes, but is not limited to, the following:

- Tonnage Collected by Line of Business;
- Number of accounts by Line of Business and account type (i.e., Container size, Collection frequency, and material type);
- Number of accounts, lifts, and pulls needed to perform the average service level adjustment calculations (described in Section 4);
- Number of Containers in service by Line of Business;
- Set-out rates by Line of Business;
- Number of routes and annual route hours by Line of Business;
- Number and type of vehicles by Line of Business;
- Annual route labor hours by Line of Business; and,
- Roster of all personnel by category including direct, indirect, and general and administrative (G&A).

B. Audited Financial Statements

Financial statements (balance sheet, income and expense statement) for the operations covered by this Agreement for Contractor's immediately preceding fiscal year (October 1 – September 30) shall be submitted with the Application. The financial statements shall be accompanied by a report of an independent Certified Public Accountant licensed by the California Board of Public Accountancy stating that (i) it has audited the financial statements in accordance with auditing standards generally accepted in the United States, and (ii) in its opinion the financial statements present fairly, in all material respects, the financial position of Contractor as of September 30 of the year under review and of the immediately preceding year, and the changes in its financial position for the years then ended in conformity with United States generally accepted accounting principles.

The Certified Public Accountant's report shall also contain a separate statement identifying the amounts of audited revenue and expense that are attributable to the last nine months of the Contractor's fiscal year (January - September 30).

In addition, Contractor shall submit financial statements covering the last three months of the preceding calendar year (October 1 - December 30) and a compiled twelve (12) month statement covering the preceding calendar year. These statements shall be accompanied by

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a report of the independent Certified Public Accountant stating that it has conducted a review of the statements in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants and that contains the elements described in AICPA Professional Standards, section AR 100.

C. Preparation of Management Representation Letter

The Application shall include a management representation letter signed by the President of Contractor, which states that:

- Management accepts responsibility for the accuracy and completeness of the Application;
- The Application is based on the Contractor's Compensation adjustment procedures described in Article 11, this Attachment K (including Tables 1 and 2), and on the forms approved by the SBWMA; and,
- All significant information and supporting documents relevant to the Contractor's Compensation adjustment process are available for review by SBWMA.

D. Calculation of Contractor's Compensation for the Coming Rate Year

The Application shall include a calculation of Contractor's Compensation for the coming Rate Year (i) in total for the SBWMA Service Area, (ii) in total for each Member Agency, and by Service Sector and Lines of Business specified in Section 4 for each Member Agency. The calculations shall show the adjustments to each cost line item and shall be performed in accordance with the methodology described in Section 4 of this Attachment.

For the Application submitted in 2026 for Rate Year Seventeen (2027), Contractor shall include detailed calculations of the vehicle depreciation and interest expense adjustments to be effective for Rate Years Seventeen (2027) through Twenty-Five (2035) that reflect changes for actual vehicle acquisition costs (which were acquired in accordance with the equipment replacement schedule in Attachment N) compared to projected costs presented in Attachment N. In addition to the detailed calculations, Contractor shall provide supporting documentation such as, but not limited to: vehicle specifications, acquisition costs for all vehicles, date vehicles were placed into service, and interest rate.

E. Supporting Documentation

Contractor shall make available to SBWMA and each Member Agency, upon request, supporting documentation and summary reports for all calculations, assumptions, and data used in the calculation of the Contractor's Compensation for the coming Rate Year. Supporting documents and reports requested may include:

- General Ledger
- Revenue and Accounts Receivable Ledgers
- Collective Bargaining Agreements
- Solid Waste Transfer Tickets
- Weight tickets for all C&D Materials, Recyclable Materials, Inert Materials, and Organic Materials
- Customer billing information and service levels

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- Copies of Bureau of Labor Statistics Index Data
- Other information requested by SBWMA

7. SBWMA Review of Application

Agency delegates to SBWMA the authority to conduct the review of the Application. SBWMA will review the Application and supporting documentation to determine that it has been prepared in a manner consistent with the Agreement, including this Attachment. SBWMA may request and Contractor shall provide any missing information necessary to complete the Application. Agency may participate in meetings with SBWMA and Contractor to discuss the Application.

A. Preliminary Review

SBWMA shall determine if the Application is complete and ready for analysis.

1. Completeness and Mathematical Accuracy of Application. SBWMA shall determine if:
 - a. All required forms and financial statements are included;
 - b. All forms are completed correctly and data and indexes tie to correct source; and
 - c. All calculations are mathematically correct.

If the Application is incomplete or contains arithmetic errors, SBWMA will notify Contractor and Contractor will promptly provide missing information and corrected calculations.

2. Verification of Supporting Documents and Schedules. Various documents are to be included in the Application to support the requested adjustment in Contractor's Compensation. Any supporting information SBWMA finds to have been omitted shall be promptly be provided by Contractor.
3. Contractor Notification. SBWMA will notify Contractor when it has determined that the Application is complete.

B. Review of Application

The Contractor's Compensation review process is intended to allow SBWMA to determine whether the Application is consistent with the Agreement and accurately calculates Contractor's Compensation for the coming Rate Year. SBWMA shall take the following steps during its review of the Application.

1. Review of Contractor's Compensation Calculations. SBWMA shall review Contractor's Compensation adjustment calculations to verify that the calculations are performed in accordance with Article 11 and relevant attachments including this Attachment. SBWMA shall notify Contractor of any apparent errors or discrepancies in the calculation of Contractor's Compensation which it identifies.
2. Review of Revenue Projection for Following Year. SBWMA shall review Contractor's projection of Gross Revenue Billed. Any unusual trends will be identified and explanations obtained from the Contractor.
3. Determine Prior Year Revenue Surplus/Shortfall. SBWMA will review the Contractor's Revenue Reconciliation calculations submitted in March in light of audited financial statements.

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8. Allocation of Contractor's Compensation Among Member Agencies

Contractor allocated projected 2021 Contractor's Compensation among the Member Agencies using the methodology described in the 2009 Franchise Agreement (Attachment K, subsection 6.B) and as illustrated in Attachment N. The Contractor's allocation of projected 2021 Contractor's Compensation was based on April-May 2016 operating statistics compiled by Contractor including those from the annual route audit described in Section 7.12, including route labor hours per year, route hours per year, number of accounts, service stops, Bin and Cart lifts, Drop Box pulls, Tonnage, and number of Containers, reported separately for each Member Agency. Route labor hours and route hours included hours related to on and off route time, collection time, and hauling time to deliver materials to the Designated Transfer and Processing Facility. Contractor compiled the operating statistics based on the 2016 annual route audit or best available information.

The Parties agree that the projected 2021 Contractor's Compensation for each Member Agency (which is presented in Attachment N by Service Sector and Lines of Business specified in Section 4) shall be used as the basis for determining each Member Agency's share of adjusted 2021 Contractor's Compensation for Rate Year Eleven (2021), and each Member Agency's share of Contractor's Compensation for all subsequent Rate Years. Cost allocations shall not be adjusted during the Term of the Agreement, with the exception of allocation of adjusted vehicle depreciation and interest costs for Rate Year Seventeen (2027) as described further in Section 4 of this Attachment. Agency's share of Contractor's Compensation shall be adjusted independently from others using the methodology in this Attachment K, adjusting for changes in cost indices and Agency service levels.

99. Pass-Through Costs

Pass-Through Costs are costs which are included in the Revenue Requirement and Gross Revenue Billed on which no profit is paid to Contractor. Pass-Through Costs are divided into two groups:

- 1) Contractor Pass-Through Costs, which consist of regulatory agency fees, interest expense, Member Agency-specific changes to the Agreement, and Cap Carry Forward amounts, as described under the heading "Contractor Pass-Through Costs" in Table 1 above.
- 2) Other Pass-Through Costs, which consist of Member Agency Franchise Fees and other fees which are paid to each Member Agency, and fees paid by Contractor to SBWMA for processing and Disposal (including transfer) of materials delivered by Contractor to the Designated Transfer and Processing Facility.

Other Pass-Through Costs are not part of Contractor's Compensation, but are included in the Revenue Requirement (see Section 13 below). As part of SBWMA's report on Contractor's Application (see Section 11 below), SBWMA shall estimate the total amount of Other Pass-Through Costs and the portion thereof attributable to each Member Agency. Estimated Franchise Fees and other fees are calculated separately for each Member Agency, and therefore do not need to be allocated.

SBWMA will estimate total payments by Contractor to SBWMA for processing and Disposal fees, based on total Tonnages of Solid Waste, Recyclable Materials, and Organic Materials projected to be delivered to the Designated Transfer and Processing Facility for the coming Rate Year. Such fees shall be allocated

ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS

to each Member Agency based on total Tonnages of each type of material projected to be delivered to the Designated Transfer and Processing Facility from each Member Agency.

10. Revenue Reconciliation of Gross Revenue Billed to Approved Contractor's Compensation for Most-Recently Completed Year

Annually, Contractor's Net Revenue Billed for the most-recently completed Rate Year will be reconciled to the Contractor's Compensation approved for the most-recently completed Rate Year. The difference will be added to or subtracted from Contractors' Compensation for the coming Rate Year.

Contractor shall report the Revenue Reconciliation annually by March 31 of each year (in a format to be approved by SBWMA), commencing in 2020 so that it can be included with the Application for Rate Year Eleven (2021) Contractor's Compensation, which is due June 15, 2020. The report shall include the following:

- a. Statement of Gross Revenue Billed for the most-recently completed Rate Year for each Member Agency, by Service Sector and Lines of Business specified in Section 4.
- b. Statement of Other Pass-Through Costs by Member Agency by Service Sectors and Lines of Business specified in Section 4.
- c. Statement of Revenues Billed attributable to additional services defined in Attachment Q by Member Agency with adjustment for Backyard Collection Service pursuant to Section 11.03 of the Agreement.

Subtracting the sum of items b and c from a, yields Net Revenue Billed. [The calculation is: $a - (b + c) =$ Net Revenue Billed.] Net Revenue Billed is compared to the approved Contractor's Compensation and the surplus, or shortfall, is determined. The reconciliation shall be performed separately for each Member Agency, resulting in a surplus or shortfall for each Member Agency.

The amounts described in items a, b and c for the most-recently completed Rate Year must be included in the audited financial statement due by June 15. Any variance between the March 31 data and the final audited data must be explained and the Revenue Reconciliation report revised accordingly. The audited data will be considered in calculating the adjustment to Contractor's Compensation for the following Rate Year.

Payment(s) made by Contractor to SBWMA under Section 6.02 of the Agreement for transportation, Disposal and supplemental processing of Contaminated loads shall not be subtracted from Gross Revenue Billed.

The revenue reconciliation process will not be carried out during the last Rate Year of the Term; however, notwithstanding the foregoing or any other provision of this Agreement, if Agency fails to set Rates in the final Rate Year of the Term so that Contractor is fully reimbursed for all Cap Carry Forwards elected by Agency, as is required by Section 5 and Section 13 of this Attachment K, then a final revenue reconciliation shall be conducted as provided in this paragraph. The process shall follow the above procedure and the procedure for preparation, review and approval of SBWMA staff reports set forth below. If the revenue reconciliation demonstrates that Contractor has been overcompensated for Agency's Cap Carry Forwards through the Rates set by Agency, Contractor shall pay the surplus to Agency. If the revenue reconciliation demonstrates that Contractor has been undercompensated for Agency's Cap Carry Forwards through the Rates set by Agency, Agency shall pay the shortfall to

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

Contractor. The Parties and SBWMA shall use best efforts to finalize the revenue reconciliation process and effect any payments within one (1) year after the end of the Term.

11. Preparation and Review of Reports

SBWMA staff will prepare a report on its review of the Application. The report will contain SBWMA staff findings on each of the following components of the Application.

- Contractor's Annual Costs of Operation
- Contractor's Pass-Through Costs
- Calculated Profit
- Revenue surplus or shortfall for the most-recently completed Rate Year, based on the Revenue Reconciliation described in Section 10
- Other Pass-Through Costs, including Contractor payments to SBWMA for processing and Disposal and to Agency for Franchise Fees and other fees
- Total Revenue Requirement for Contractor for the coming Rate Year
- Recommended overall percentage change in each Member Agency's Rates
- Discussion of issues for consideration by Member Agencies, including unresolved disagreements, if any, that Contractor has with the report's findings and recommendations
- Adjusted Attachment Q Charges for the coming Rate Year

Annually in January of each Rate Year, SBWMA provides a report preparation timeline that is reviewed and approved by the Contractor. In accordance with the timeline (on or about before September 1 of each year), SBWMA staff will provide a draft of its report to Contractor and to each Member Agency for review and shall consider all comments received within ten (10) Business Days after the draft report is released. Agency will be responsible to include in its comments any special or intermittent Agency specific costs that should be included in Contractor's Revenue Requirement for the next year. SBWMA staff will submit the final report to the SBWMA Board of Directors for consideration at a regular or special meeting held at a date specified in the timeline (which may be on or before September 30).

Upon approval by the SBWMA Board, the report will be distributed to each Member Agency, in accordance with the timeline (on or before October 1).

12. Performance Incentives and Disincentives for Contractor's Performance

Contractor performance will be monitored against established and quantifiable standards in the areas of Diversion, Collection Performance, and Customer Service. Incentives have been designed to reward Contractor for outstanding levels of performance with regard to Diversion and Average Hold Time for Customer service calls. Disincentives (in the form of reduced compensation to Contractor) may be assessed for substandard performance related to: diversion level attained (i.e., Single-Family and Commercial sectors), Missed Pick-Up Collection Events, Average Hold Time, and Calls Answered in Ninety (90) Seconds.

The Performance Incentives and Disincentives are detailed in Attachment I. Payment related to Performance Incentives and Disincentives shall be included in Contractor's Application. Contractor's

ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS

Compensation for the coming Rate Year will be increased or decreased by the net amount of Performance Incentive payments and Disincentive assessments calculated.

13. Rate Setting

Member Agencies shall review their Collection Rates, including Charges on Attachment Q for additional services, annually (or as frequently as they determine necessary) and adjust them in amount and with an effective date sufficient to achieve the Revenue Requirement projected for that year in the SBWMA report. The Revenue Requirement consists of: (i) the Agency's share of Contractor's Compensation; (ii) an adjustment to reflect a revenue shortfall or surplus for the most-recently completed Rate Year; (iii) Other Pass-Through Costs including, but not limited to, Franchise Fees and others fees and payments to SBWMA for processing and Disposal; and, (iv) Performance Incentive and Disincentive payments due, if any.

Annually, Agency shall adjust Contractor's Charges specified in Attachment Q for additional services for 100% in the Annual Index Change for the CPI-U.

**ATTACHMENT L
RESERVED**

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Attachment M

Agency's Franchise Fees and Other Fees

FRANCHISE FEE

In consideration of the exclusive franchise granted to Contractor by this Agreement, and to reimburse Agency for costs incurred in administering this Agreement, Contractor shall pay to Agency an annual Franchise Fee of 5.8% of the Gross Billed Revenues.

LANDFILL CLOSURE FEE

In consideration of the exclusive franchise granted to Contractor by this Agreement, and to reimburse Agency for Marsh Road Landfill Post-Closure Costs, Contractor shall pay to Agency an annual Landfill Closure Fee 7.2% of the Gross Billed Revenues.

ADMINISTRATIVE FEE

In consideration of the exclusive franchise granted to Contractor by this Agreement, and to reimburse Agency for costs incurred in administering solid waste and recycling programs, Contractor shall pay to Agency an annual Administrative Fee of \$415,000. This fee shall increase by the Annual Index Change in the CPI-U defined in Attachment K.

Contractor's Compensation

CONTRACTOR'S TOTAL COMPENSATION - DETAIL**TOTAL SBWMA**

	Proposed Compensation - 2021	Single Family Dwelling	MFD & Commercial	Member Agency Facilities	Total Service Sectors
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	19,343,478	10,688,629	8,441,352	213,497	19,343,478
Benefits for CBAs	8,989,037	5,094,383	3,794,848	99,806	8,989,037
Payroll Taxes	1,609,377	889,294	702,320	17,763	1,609,377
Workers Compensation Insurance	1,378,158	761,530	601,419	15,210	1,378,158
Total Direct Labor Related-Costs	31,320,051	17,433,836	13,539,939	346,276	31,320,051
Direct Fuel Costs	2,091,532	1,217,685	846,740	27,107	2,091,532
Other Direct Costs	2,894,742	1,621,306	1,222,303	51,133	2,894,742
Depreciation					
- Collection Vehicles	3,056,022	1,784,658	1,163,316	108,048	3,056,022
- Containers	1,178,150	876,951	301,199	-	1,178,150
Total Depreciation	4,234,172	2,661,609	1,464,516	108,048	4,234,172
Allocated Indirect Costs					
General and Administrative	9,456,605	5,487,883	3,718,016	250,706	9,456,605
Operations	1,928,415	1,119,103	758,187	51,125	1,928,415
Vehicle Maintenance	3,685,656	2,138,871	1,449,075	97,711	3,685,656
Container Maintenance	1,358,991	788,653	534,310	36,029	1,358,991
Total Allocated Indirect Costs	16,429,667	9,534,510	6,459,587	435,570	16,429,667
Total Allocated Indirect Depreciation Costs	117,650	68,238	45,884	3,528	117,650
Total Annual Cost of Operations	57,087,814	32,537,183	23,578,969	971,663	57,087,814
Profit	5,992,644	3,415,505	2,475,140	101,998	5,992,644
Operating Ratio	90.5%				
Total Operating Costs	63,080,458	35,952,688	26,054,109	1,073,660	63,080,458
Contractor Pass-Through Costs					
Interest Expense ¹	1,145,186	652,756	469,526	22,904	1,145,186
Total Contractor Pass-Through Costs	1,145,186	652,756	469,526	22,904	1,145,186
BASE CONTRACTOR'S COMPENSATION	64,225,644	36,605,444	26,523,635	1,096,564	64,225,644

¹ Interest expense excludes interest on bin container purchases.

TOTAL CONTRACTOR'S COMPENSATION BY MEMBER AGENCY

Proposed Compensation 2021

BASE COLLECTION COSTS	2021 Costs													
	2021 Projected Total	Atherton	Belmont	Burlingame	E Palo Alto	Foster City	Hillsborough	Menlo Park	North Fair Oaks	Redwood City	San Carlos	San Mateo	West Bay	Unincorp S.M. County
Annual Cost of Operations														
Direct Labor-Related Costs														
Wages for CBAs	\$19,343,478	\$494,498	\$1,256,552	\$1,953,017	\$781,591	\$1,164,855	\$621,506	\$1,938,079	\$611,182	\$3,438,223	\$1,690,035	\$4,345,145	\$323,991	\$724,805
Benefits for CBAs	\$8,989,037	\$232,423	\$584,394	\$893,674	\$365,959	\$539,670	\$293,343	\$893,507	\$286,606	\$1,600,910	\$782,766	\$2,020,403	\$152,570	\$342,812
Payroll Taxes	\$1,609,377	\$41,142	\$104,545	\$162,491	\$65,028	\$96,916	\$51,709	\$161,248	\$50,850	\$286,060	\$140,611	\$361,516	\$26,956	\$60,304
Workers Compensation Insurance	\$1,378,158	\$35,231	\$89,525	\$139,145	\$55,686	\$82,992	\$44,280	\$138,082	\$43,545	\$244,962	\$120,410	\$309,577	\$23,083	\$51,640
Total Direct Labor Related-Costs	\$31,320,051	\$803,295	\$2,035,016	\$3,148,328	\$1,268,265	\$1,884,434	\$1,010,838	\$3,130,916	\$992,183	\$5,570,154	\$2,733,821	\$7,036,642	\$526,600	\$1,179,560
Direct Fuel Costs	\$2,091,532	\$58,260	\$132,595	\$194,552	\$88,906	\$126,958	\$73,999	\$221,729	\$65,153	\$369,209	\$190,123	\$451,915	\$37,057	\$81,077
Other Direct Costs	\$2,894,742	\$77,717	\$183,886	\$277,712	\$121,818	\$175,274	\$98,312	\$309,014	\$89,142	\$511,702	\$262,850	\$628,805	\$49,718	\$108,791
Depreciation														
- Collection Vehicles	\$3,056,022	\$87,984	\$193,109	\$286,736	\$127,419	\$184,198	\$110,471	\$332,013	\$92,641	\$535,114	\$280,194	\$652,936	\$54,173	\$119,033
- Containers	\$1,178,150	\$36,671	\$77,090	\$102,553	\$52,636	\$73,460	\$37,043	\$113,697	\$36,566	\$209,708	\$105,767	\$258,681	\$22,873	\$51,406
Total Depreciation	\$4,234,172	124,655	270,198	389,289	180,055	257,658	147,514	445,710	129,207	744,823	385,960	911,617	77,046	170,439
Allocated Indirect Costs														
General and Administrative	\$9,456,605	\$147,775	\$580,446	\$891,820	\$465,831	\$585,320	\$221,524	\$985,912	\$278,558	\$1,765,927	\$898,901	\$2,129,965	\$148,491	\$356,136
Operations	\$1,928,415	\$57,092	\$122,058	\$188,494	\$78,967	\$119,502	\$70,740	\$210,877	\$55,200	\$330,481	\$177,843	\$408,578	\$34,487	\$74,096
Vehicle Maintenance	\$3,685,656	\$109,117	\$233,281	\$360,256	\$150,924	\$228,397	\$135,202	\$403,036	\$105,500	\$631,627	\$339,900	\$780,888	\$65,913	\$141,614
Container Maintenance	\$1,358,991	\$32,288	\$84,436	\$128,796	\$63,993	\$87,764	\$33,804	\$148,940	\$39,159	\$242,090	\$123,731	\$302,615	\$21,729	\$49,647
Total Allocated Indirect Costs	\$16,429,667	\$346,272	\$1,020,221	\$1,569,366	\$759,715	\$1,020,982	\$461,270	\$1,748,765	\$478,418	\$2,970,124	\$1,540,374	\$3,622,046	\$270,620	\$621,493
Total Allocated Indirect Depreciation Costs	\$117,650	\$3,466	\$7,409	\$11,716	\$4,851	\$7,246	\$4,301	\$12,848	\$3,323	\$20,229	\$10,754	\$24,916	\$2,084	\$4,508
Annual Implementation Cost Amortization	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$57,087,814	1,413,665	3,649,327	5,590,961	2,423,609	3,472,553	1,796,233	5,868,981	1,757,425	10,186,241	5,123,883	12,675,941	963,126	2,165,868
Profit	\$5,992,644	\$148,396	\$383,078	\$586,897	\$254,412	\$364,522	\$188,555	\$616,081	\$184,481	\$1,069,274	\$537,866	\$1,330,624	\$101,102	\$227,356
Operating Ratio	90.5%	90.5%	90.5%	90.5%	90.5%	90.5%	90.5%	90.5%	90.5%	90.5%	90.5%	90.5%	90.5%	90.5%
Total Operating Cost	\$63,080,458	\$1,562,061	\$4,032,405	\$6,177,858	\$2,678,021	\$3,837,075	\$1,984,788	\$6,485,062	\$1,941,906	\$11,255,515	\$5,661,749	\$14,006,565	\$1,064,228	\$2,393,224
Contractor Pass-Through Costs														
Interest Expense ¹	\$1,145,186	\$31,098	\$72,732	\$108,271	\$48,509	\$70,556	\$36,431	\$123,263	\$35,298	\$202,557	\$105,128	\$248,574	\$19,617	\$43,153
BASE CONTRACTOR'S COMPENSATION	\$64,225,644	\$1,593,158	\$4,105,137	\$6,286,129	\$2,726,530	\$3,907,631	\$2,021,219	\$6,608,325	\$1,977,205	\$11,458,072	\$5,766,877	\$14,255,139	\$1,083,844	\$2,436,377

¹ Interest expense excludes interest on bin container purchases.

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. Town of Atherton Allocated Costs - SFD

Statistics Used for Year 2021 Cost Allocation Only					Total
City # of accounts	2,346	2,344	2,327	483	2,346
SBWMA # of accounts	94,580	94,372	90,725	29,504	94,580
City # of accounts %	2.5%	2.5%	2.6%	1.6%	2.5%
City Total Route Labor hours year	1,438.26	1,738.85	2,673.28	213.50	6,064
SBWMA Total Route Labor hours year	46,232.55	42,856.20	39,114.12	13,045.24	141,248
City Total Route Labor hours year %	3.1%	4.1%	6.8%	1.6%	4.3%
City # of route hours/year	1,360.19	1,504.51	2,318.34	213.50	5,397
SBWMA # of route hours/year	42,847.89	38,380.04	34,949.16	13,045.24	129,222
City Total Route Labor hours year %	3.2%	3.9%	6.6%	1.6%	4.2%
City Total Containers in Service	2,546	2,623	6,427	483	12,079
SBWMA Total Containers in Service	96,806	96,284	99,941	29,504	322,535
City Total Containers in Service %	2.6%	2.7%	6.4%	1.6%	3.7%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$120,654	\$129,580	\$185,865	\$14,682	\$450,780
Benefits for CBAs	\$55,741	\$62,477	\$87,499	\$7,897	\$213,614
Payroll Taxes	\$10,038	\$10,781	\$15,464	\$1,222	\$37,505
Workers Compensation Insurance	<u>\$8,596</u>	<u>\$9,232</u>	<u>\$13,242</u>	<u>\$1,046</u>	<u>\$32,116</u>
Total Direct Labor Related-Costs	\$195,030	\$212,070	\$302,069	\$24,847	\$734,015
Direct Fuel Costs	\$12,994	\$16,396	\$23,064	\$694	\$53,148
Other Direct Costs	\$17,113	\$21,593	\$30,752	\$1,110	\$70,568
Depreciation - Collection Vehicles	\$19,395	\$22,469	\$37,242	\$639	\$79,746
Depreciation - Containers	\$7,060	\$7,535	\$21,344	\$0	\$35,939
Depreciation for Collection Equipment	\$26,455	\$30,004	\$58,586	\$639	\$115,685
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$43,998	\$45,781	\$46,115	\$1,195	\$137,088
Operations	\$11,483	\$14,734	\$24,321	\$244	\$50,781
Vehicle Maintenance	\$21,946	\$28,160	\$46,483	\$466	\$97,054
Container Maintenance	\$6,704	\$7,216	\$16,616	\$172	<u>\$30,707</u>
Total Allocated Indirect Costs excluding Depreciation and Interest	\$84,130	\$95,891	\$133,534	\$2,076	\$315,631
Total Allocated Indirect Depreciation Costs (Form 9)	\$693	\$892	\$1,509	\$15	\$3,109
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$336,415	\$376,846	\$549,515	\$29,380	\$1,292,156
Profit (insert Operating Ratio below)	\$35,314	\$39,558	\$57,684	\$3,084	\$135,641
90.5000000%					
Total Proposed Costs before Pass-Through Cost Allocation	\$371,729	\$416,404	\$607,199	\$32,464	\$1,427,797
Contractor Pass-Through Costs					
Interest Expense	\$6,488	\$7,359	\$14,368	\$157	\$28,372
Total Contractor Pass-Through Costs	<u>\$6,488</u>	<u>\$7,359</u>	<u>\$14,368</u>	<u>\$157</u>	<u>\$28,372</u>
TOTAL BASE CONTRACTOR'S COMPENSATION	<u>\$378,217</u>	<u>\$423,762</u>	<u>\$621,568</u>	<u>\$32,621</u>	<u>\$1,456,168</u>

Service Level Statistics Used for Future Service Level Cost Adjustments			
	Accounts	Accounts	Accounts
2014	2,340	2,340	2,340
2015	2,347	2,347	2,347
2016	2,346	2,346	2,346
Rolling Three-Year Average	2,344	2,344	2,344

D. Town of Atherton Allocated Costs - SFD

Step 1: Index Based Adjustments				
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$120,654	\$129,580	\$185,865	\$14,682	\$450,780
Benefits for CBAs	\$55,741	\$62,477	\$87,499	\$7,897	\$213,614
Payroll Taxes	\$10,038	\$10,781	\$15,464	\$1,222	\$37,505
Workers Compensation Insurance	\$8,596	\$9,232	\$13,242	\$1,046	\$32,116
Total Direct Labor Related-Costs	\$195,030	\$212,070	\$302,069	\$24,847	\$734,015
Direct Fuel Costs	\$12,994	\$16,396	\$23,064	\$694	\$53,148
Other Direct Costs	\$17,113	\$21,593	\$30,752	\$1,110	\$70,568
Depreciation - Collection Vehicles	\$19,395	\$22,469	\$37,242	\$639	\$79,746
Depreciation - Containers	\$7,060	\$7,535	\$21,344	\$0	\$35,939
Depreciation for Collection Equipment	\$26,455	\$30,004	\$58,586	\$639	\$115,685
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$43,998	\$45,781	\$46,115	\$1,195	\$137,088
Operations	\$11,483	\$14,734	\$24,321	\$244	\$50,781
Vehicle Maintenance	\$21,946	\$28,160	\$46,483	\$466	\$97,054
Container Maintenance	\$6,704	\$7,216	\$16,616	\$172	\$30,707
Total Allocated Indirect Costs excluding Depreciation and Interest	\$84,130	\$95,891	\$133,534	\$2,076	\$315,631
Total Allocated Indirect Depreciation Costs (Form 9)	\$693	\$892	\$1,509	\$15	\$3,109
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$336,415	\$376,846	\$549,515	\$29,380	\$1,292,156
Profit (insert Operating Ratio below)	\$35,314	\$39,558	\$57,684	\$3,084	\$135,641
	90.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$371,729	\$416,404	\$607,199	\$32,464	\$1,427,797
Contractor Pass-Through Costs					
Interest Expense	\$6,488	\$7,359	\$14,368	\$157	\$28,372
Total Contractor Pass-Through Costs	\$6,488	\$7,359	\$14,368	\$157	\$28,372
TOTAL BASE CONTRACTOR'S COMPENSATION	\$378,217	\$423,762	\$621,568	\$32,621	\$1,456,168

D. Town of Atherton Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	2,340	2,340	2,340	
2015	2,347	2,347	2,347	
2016	2,346	2,346	2,346	
Prior Year Rolling Three-Year Average	2,344	2,344	2,344	
	Accounts	Accounts	Accounts	
2014	2,340	2,340	2,340	
2015	2,347	2,347	2,347	
2016	2,346	2,346	2,346	
Current Year Rolling Three-Year Average	2,344	2,344	2,344	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$120,654	\$129,580	\$185,865	\$14,682	\$450,780
Benefits for CBAs	\$55,741	\$62,477	\$87,499	\$7,897	\$213,614
Payroll Taxes	\$10,038	\$10,781	\$15,464	\$1,222	\$37,505
Workers Compensation Insurance	\$8,596	\$9,232	\$13,242	\$1,046	\$32,116
Total Direct Labor Related-Costs	\$195,030	\$212,070	\$302,069	\$24,847	\$734,015
Direct Fuel Costs	\$12,994	\$16,396	\$23,064	\$694	\$53,148
Other Direct Costs	\$17,113	\$21,593	\$30,752	\$1,110	\$70,568
Depreciation - Collection Vehicles	\$19,395	\$22,469	\$37,242	\$639	\$79,746
Depreciation - Containers	\$7,060	\$7,535	\$21,344	\$0	\$35,939
Depreciation for Collection Equipment	\$26,455	\$30,004	\$58,586	\$639	\$115,685
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$43,998	\$45,781	\$46,115	\$1,195	\$137,088
Operations	\$11,483	\$14,734	\$24,321	\$244	\$50,781
Vehicle Maintenance	\$21,946	\$28,160	\$46,483	\$466	\$97,054
Container Maintenance	\$6,704	\$7,216	\$16,616	\$172	\$30,707
Total Allocated Indirect Costs excluding Depreciation and Interest	\$84,130	\$95,891	\$133,534	\$2,076	\$315,631
Total Allocated Indirect Depreciation Costs (Form 9)	\$693	\$892	\$1,509	\$15	\$3,109
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$336,415	\$376,846	\$549,515	\$29,380	\$1,292,156
Profit (insert Operating Ratio below)	\$35,314	\$39,558	\$57,684	\$3,084	\$135,641
	90.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$371,729	\$416,404	\$607,199	\$32,464	\$1,427,797
Contractor Pass-Through Costs					
Interest Expense	\$6,488	\$7,359	\$14,368	\$157	\$28,372
Total Contractor Pass-Through Costs	\$6,488	\$7,359	\$14,368	\$157	\$28,372
TOTAL BASE CONTRACTOR'S COMPENSATION	\$378,217	\$423,762	\$621,568	\$32,621	\$1,456,168

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. Town of Atherton Allocated Costs - MFD & Commercial

Statistics Used for Year 2021 Cost Allocation Only						Total
City # of Accounts	11	13	8	0	483	32
SBWMA # Accounts	10,332	10,210	1,712	195	29,504	22,449
City # of Accounts %	0.1%	0.1%	0.5%	0.0%	1.6%	0.1%
City Total Route Labor hours year	187.94	102.67	102.07	0.00	213.50	393
SBWMA Total Route Labor hours year	47,871.85	27,111.92	6,356.65	6,167.11	13,045.24	87,508
City Total Route Labor hours year %	0.4%	0.4%	1.6%	0.0%	1.6%	0.4%
City # of route hours/year	139.72	98.61	98.59	0.00	213.50	337
SBWMA # of route hours/year	31,307.08	25,241.12	6,046.06	6,167.11	13,045.24	68,761
City # of route hours/year %	0.4%	0.4%	1.6%	0.0%	1.6%	0.5%
City Total Containers in Service	14	43	9	0	483	66
SBWMA Total Containers in Service	17,258	19,703	2,059	333	29,504	39,353
City Total Containers in Service %	0.1%	0.2%	0.4%	0.0%	1.6%	0.2%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$19,953	\$7,654	\$11,277	\$0	\$2,367	\$41,249
Benefits for CBAs	\$9,514	\$3,428	\$3,549	\$0	\$1,164	\$17,655
Payroll Taxes	\$1,660	\$637	\$938	\$0	\$197	\$3,432
Workers Compensation Insurance	\$1,422	\$545	\$803	\$0	\$169	\$2,939
Total Direct Labor Related-Costs	\$32,548	\$12,264	\$16,567	\$0	\$3,896	\$65,275
Direct Fuel Costs	\$2,164	\$798	\$1,540	\$0	\$257	\$4,760
Other Direct Costs	\$2,978	\$1,285	\$1,868	\$0	\$354	\$6,486
Depreciation - Collection Vehicles	\$2,667	\$1,198	\$2,748	\$0	\$245	\$6,859
Depreciation - Containers	\$98	\$199	\$374	\$0	\$61	\$732
Depreciation for Collection Equipment	\$2,765	\$1,397	\$3,122	\$0	\$306	\$7,591
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$1,002	\$1,268	\$5,484	\$0	\$491	\$8,245
Operations	\$856	\$793	\$3,902	\$0	\$100	\$5,652
Vehicle Maintenance	\$1,637	\$1,516	\$7,458	\$0	\$191	\$10,802
Container Maintenance	\$110	\$312	\$737	\$0	\$71	\$1,230
Total Allocated Indirect Costs excluding Depreciation and Interest	\$3,605	\$3,889	\$17,582	\$0	\$853	\$25,929
Total Allocated Indirect Depreciation Costs (Form 9)	\$54	\$49	\$203	\$0	\$6	\$312
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$44,114	\$19,682	\$40,883	\$0	\$5,673	\$110,353
Profit (insert Operating Ratio below)	\$4,630.73	\$2,066	\$4,292	\$0	\$596	\$11,584
	90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$48,745	\$21,749	\$45,175	\$0	\$6,269	\$121,937
Contractor Pass-Through Costs						
Interest Expense	\$886	\$448	\$1,001	\$0	\$98	\$2,434
Total Contractor Pass-Through Costs	\$886	\$448	\$1,001	\$0	\$98	\$2,434
TOTAL BASE CONTRACTOR'S COMPENSATION	\$49,631	\$22,197	\$46,176	\$0	\$6,367	\$124,371

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	1,560	2,964	728	0	
2015	1,560	3,068	1,040	0	
2016	1,456	3,120	1,248	0	
Rolling Three-Year Average	1,525	3,051	1,005	-	

D. Town of Atherton Allocated Costs - MFD & Commercial

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$19,953	\$7,654	\$11,277	\$0	\$2,367	\$41,249
Benefits for CBAs	\$9,514	\$3,428	\$3,549	\$0	\$1,164	\$17,655
Payroll Taxes	\$1,660	\$637	\$938	\$0	\$197	\$3,432
Workers Compensation Insurance	\$1,422	\$545	\$803	\$0	\$169	\$2,939
Total Direct Labor Related-Costs	\$32,548	\$12,264	\$16,567	\$0	\$3,896	\$65,275
Direct Fuel Costs	\$2,164	\$798	\$1,540	\$0	\$257	\$4,760
Other Direct Costs	\$2,978	\$1,285	\$1,868	\$0	\$354	\$6,486
Depreciation - Collection Vehicles	\$2,667	\$1,198	\$2,748	\$0	\$245	\$6,859
Depreciation - Containers	\$98	\$199	\$374	\$0	\$61	\$732
Depreciation for Collection Equipment	\$2,765	\$1,397	\$3,122	\$0	\$306	\$7,591
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$1,002	\$1,268	\$5,484	\$0	\$491	\$8,245
Operations	\$856	\$793	\$3,902	\$0	\$100	\$5,652
Vehicle Maintenance	\$1,637	\$1,516	\$7,458	\$0	\$191	\$10,802
Container Maintenance	\$110	\$312	\$737	\$0	\$71	\$1,230
Total Allocated Indirect Costs excluding Depreciation and Interest	\$3,605	\$3,889	\$17,582	\$0	\$853	\$25,929
Total Allocated Indirect Depreciation Costs (Form 9)	\$54	\$49	\$203	\$0	\$6	\$312
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$44,114	\$19,682	\$40,883	\$0	\$5,673	\$110,353
Profit (insert Operating Ratio below)	\$4,631	\$2,066	\$4,292	\$0	\$596	\$11,584
	90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$48,745	\$21,749	\$45,175	\$0	\$6,269	\$121,937
Contractor Pass-Through Costs						
Interest Expense	\$886	\$448	\$1,001	\$0	\$98	\$2,434
Total Contractor Pass-Through Costs	\$886	\$448	\$1,001	\$0	\$98	\$2,434
TOTAL BASE CONTRACTOR'S COMPENSATION	\$49,631	\$22,197	\$46,176	\$0	\$6,367	\$124,371

D. Town of Atherton Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments						
	Lifts	Lifts	Lifts	Hauls		
2014	1,560	2,964	728		0	
2015	1,560	3,068	1,040		0	
2016	1,456	3,120	1,248		0	
Prior Year Rolling Three-Year Average	1,525	3,051	1,005		-	
2014	1,560	2,964	728		0	
2015	1,560	3,068	1,040		0	
2016	1,456	3,120	1,248		0	
Current Year Rolling Three-Year Average	1,525	3,051	1,005		-	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%		1	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%		1	1

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$19,953	\$7,654	\$11,277	\$0	\$2,367	\$41,249
Benefits for CBAs	\$9,514	\$3,428	\$3,549	\$0	\$1,164	\$17,655
Payroll Taxes	\$1,660	\$637	\$938	\$0	\$197	\$3,432
Workers Compensation Insurance	\$1,422	\$545	\$803	\$0	\$169	\$2,939
Total Direct Labor Related-Costs	\$32,548	\$12,264	\$16,567	\$0	\$3,896	\$65,275
Direct Fuel Costs	\$2,164	\$798	\$1,540	\$0	\$257	\$4,760
Other Direct Costs	\$2,978	\$1,285	\$1,868	\$0	\$354	\$6,486
Depreciation - Collection Vehicles	\$2,667	\$1,198	\$2,748	\$0	\$245	\$6,859
Depreciation - Containers	\$98	\$199	\$374	\$0	\$61	\$732
Depreciation for Collection Equipment	\$2,765	\$1,397	\$3,122	\$0	\$306	\$7,591
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$1,002	\$1,268	\$5,484	\$0	\$491	\$8,245
Operations	\$856	\$793	\$3,902	\$0	\$100	\$5,652
Vehicle Maintenance	\$1,637	\$1,516	\$7,458	\$0	\$191	\$10,802
Container Maintenance	\$110	\$312	\$737	\$0	\$71	\$1,230
Total Allocated Indirect Costs excluding Depreciation and Interest	\$3,605	\$3,889	\$17,582	\$0	\$853	\$25,929
Total Allocated Indirect Depreciation Costs (Form 9)	\$54	\$49	\$203	\$0	\$6	\$312
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$44,114	\$19,682	\$40,883	\$0	\$5,673	\$110,353
Profit (insert Operating Ratio below)	\$4,631	\$2,066	\$4,292	\$0	\$596	\$11,584
	90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$48,745	\$21,749	\$45,175	\$0	\$6,269	\$121,937
Contractor Pass-Through Costs						
Interest Expense	\$886	\$448	\$1,001	\$0	\$98	\$2,434
Total Contractor Pass-Through Costs	\$886	\$448	\$1,001	\$0	\$98	\$2,434
TOTAL BASE CONTRACTOR'S COMPENSATION	\$49,631	\$22,197	\$46,176	\$0	\$6,367	\$124,371

SBWMA COLLECTION AGREEMENT

Proposed Compensation

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D. Town of Atherton Allocated Costs - Agency Facilities

Statistics Used for Year 2021 Cost Allocation Only					Totals
City # of Lifts per year	858	390	936	2,346	2,184.00
SBWMA # Lifts per year (Accounts for Venues/Events)	242,307	16,744	65,039	94,580	
City # of Lifts per year %	0.4%	2.3%	1.4%	2.5%	
City Total Route Labor hours year	46.23	2.15	17.44	48.25	114.07
SBWMA Total Route Labor hours year	4,706.39	236.00	993.06	5,935.45	65.82
City Total Route Labor hours year	1.0%	0.9%	1.8%	1.9%	
City # of route hours/year	31.16	2.15	16.83	114.07	50.14
SBWMA # of route hours/year	2,599.51	224.16	939.57	5,935.45	
City # of route hours/year %	1.2%	1.0%	1.8%	1.9%	
City # of Containers	13	7	18	2,546	38.00
SBWMA # of Containers	842	256	528	96,806	
City # of Containers %	1.5%	2.7%	3.4%	2.6%	
	41%	2%	15%	42%	

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$942	\$44	\$355	\$983	\$145	\$2,469
Benefits for CBAs	\$440	\$20	\$166	\$460	\$68	\$1,154
Payroll Taxes	\$78	\$4	\$30	\$82	\$12	\$205
Workers Compensation Insurance	\$67	\$3	\$25	\$70	\$10	\$176
Total Direct Labor Related-Costs	\$1,528	\$71	\$576	\$1,594	\$235	\$4,004
Direct Fuel Costs	\$135	\$6	\$51	\$141	\$18	\$352
Other Direct Costs	\$255	\$12	\$96	\$266	\$35	\$663
Depreciation - Collection Vehicles	\$535	\$25	\$202	\$558	\$60	\$1,380
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$535	\$25	\$202	\$558	\$60	\$1,380
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$846	\$39	\$319	\$883	\$354	\$2,442
Operations	\$254	\$12	\$96	\$265	\$32	\$659
Vehicle Maintenance	\$486	\$23	\$183	\$507	\$62	\$1,260
Container Maintenance (using lifts for Agency Costs)	\$122	\$6	\$46	\$127	\$51	\$351
Total Allocated Indirect Costs excluding Depreciation and Interest	\$1,708	\$79	\$644	\$1,783	\$498	\$4,712
Total Allocated Indirect Depreciation Costs (Form 9)	\$17	\$1	\$7	\$18	\$2	\$45
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$4,178	\$194	\$1,576	\$4,360	\$848	\$11,156
Profit (insert Operating Ratio below)	\$439	\$20	\$165	\$458	\$89	\$1,171
	90.5%					
Total Operating Costs before Pass-Through Cost Allocation	\$4,616	\$215	\$1,741	\$4,818	\$937	\$12,327
Contractor Pass-Through Costs						
Interest Expense	\$113	\$5	\$43	\$118	\$13	\$292
Total Contractor Pass-Through Costs	\$113	\$5	\$43	\$118	\$13	\$292
TOTAL BASE CONTRACTOR'S COMPENSATION	\$4,729	\$220	\$1,784	\$4,937	\$949	\$12,619

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	728	312	780	41	
2015	832	364	780	53	
2016	858	390	936	40	
Rolling Three-Year Average	806	355	832	45	

D. Town of Atherton Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$942	\$44	\$355	\$983	\$145	\$2,469
Benefits for CBAs	\$440	\$20	\$166	\$460	\$68	\$1,154
Payroll Taxes	\$78	\$4	\$30	\$82	\$12	\$205
Workers Compensation Insurance	\$67	\$3	\$25	\$70	\$10	\$176
Total Direct Labor Related-Costs	\$1,528	\$71	\$576	\$1,594	\$235	\$4,004
Direct Fuel Costs	\$135	\$6	\$51	\$141	\$18	\$352
Other Direct Costs	\$255	\$12	\$96	\$266	\$35	\$663
Depreciation - Collection Vehicles	\$535	\$25	\$202	\$558	\$60	\$1,380
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$535	\$25	\$202	\$558	\$60	\$1,380
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$846	\$39	\$319	\$883	\$354	\$2,442
Operations	\$254	\$12	\$96	\$265	\$32	\$659
Vehicle Maintenance	\$486	\$23	\$183	\$507	\$62	\$1,260
Container Maintenance (using lifts for Agency Costs)	\$122	\$6	\$46	\$127	\$51	\$351
Total Allocated Indirect Costs excluding Depreciation and Interest	\$1,708	\$79	\$644	\$1,783	\$498	\$4,712
Total Allocated Indirect Depreciation Costs (Form 9)	\$17	\$1	\$7	\$18	\$2	\$45
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$4,178	\$194	\$1,576	\$4,360	\$848	\$11,156
Profit (insert Operating Ratio below)	\$439	\$20	\$165	\$458	\$89	\$1,171
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$4,616	\$215	\$1,741	\$4,818	\$937	\$12,327
Contractor Pass-Through Costs						
Interest Expense	\$113	\$5	\$43	\$118	\$13	\$292
Total Contractor Pass-Through Costs	\$113	\$5	\$43	\$118	\$13	\$292
TOTAL BASE CONTRACTOR'S COMPENSATION	\$4,729	\$220	\$1,784	\$4,937	\$949	\$12,619

D. Town of Atherton Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments						
	Lifts	Lifts	Lifts	Hauls		
2014	728	312	780	41		
2015	832	364	780	53		
2016	858	390	936	40		
Prior Year Rolling Three-Year Average	806	355	832	45		
2014	728	312	780	41		
2015	832	364	780	53		
2016	858	390	936	40		
Current Year Rolling Three-Year Average	806	355	832	45		
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%		1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%		1

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$942	\$44	\$355	\$983	\$145	\$2,469
Benefits for CBAs	\$440	\$20	\$166	\$460	\$68	\$1,154
Payroll Taxes	\$78	\$4	\$30	\$82	\$12	\$205
Workers Compensation Insurance	\$67	\$3	\$25	\$70	\$10	\$176
Total Direct Labor Related-Costs	\$1,528	\$71	\$576	\$1,594	\$235	\$4,004
Direct Fuel Costs	\$135	\$6	\$51	\$141	\$18	\$352
Other Direct Costs	\$255	\$12	\$96	\$266	\$35	\$663
Depreciation - Collection Vehicles	\$535	\$25	\$202	\$558	\$60	\$1,380
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$535	\$25	\$202	\$558	\$60	\$1,380
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$846	\$39	\$319	\$883	\$354	\$2,442
Operations	\$254	\$12	\$96	\$265	\$32	\$659
Vehicle Maintenance	\$486	\$23	\$183	\$507	\$62	\$1,260
Container Maintenance (using lifts for Agency Costs)	\$122	\$6	\$46	\$127	\$51	\$351
Total Allocated Indirect Costs excluding Depreciation and Interest	\$1,708	\$79	\$644	\$1,783	\$498	\$4,712
Total Allocated Indirect Depreciation Costs (Form 9)	\$17	\$1	\$7	\$18	\$2	\$45
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$4,178	\$194	\$1,576	\$4,360	\$848	\$11,156
Profit (insert Operating Ratio below)	\$439	\$20	\$165	\$458	\$89	\$1,171
	90.5%					
Total Operating Costs before Pass-Through Cost Allocation	\$4,616	\$215	\$1,741	\$4,818	\$937	\$12,327
Contractor Pass-Through Costs						
Interest Expense	\$113	\$5	\$43	\$118	\$13	\$292
Total Contractor Pass-Through Costs	\$113	\$5	\$43	\$118	\$13	\$292
TOTAL BASE CONTRACTOR'S COMPENSATION	\$4,729	\$220	\$1,784	\$4,937	\$949	\$12,619

D. City of Belmont Allocated Costs - SFD

Statistics Used for Year 2021 Cost Allocation Only					Total
City # of accounts	6,765	6,760	6,548	2,092	6,765
SBWMA # of accounts	94,580	94,372	90,725	29,504	94,580
City # of accounts %	7.2%	7.2%	7.2%	7.1%	7.2%
City Total Route Labor hours year	2,939.79	2,617.44	2,510.23	925.16	8,993
SBWMA Total Route Labor hours year	46,232.55	42,856.20	39,114.12	13,045.24	141,248
City Total Route Labor hours year %	6.4%	6.1%	6.4%	7.1%	6.4%
City # of route hours/year	2,670.48	2,379.36	2,185.18	925.16	8,160
SBWMA # of route hours/year	42,847.89	38,380.04	34,949.16	13,045.24	129,222
City Total Route Labor hours year %	6.2%	6.2%	6.3%	7.1%	6.3%
City Total Containers in Service	6,793	6,802	6,774	2,092	22,461
SBWMA Total Containers in Service	96,806	96,284	99,941	29,504	322,535
City Total Containers in Service %	7.0%	7.1%	6.8%	7.1%	7.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$246,615	\$195,052	\$174,528	\$63,622	\$679,818
Benefits for CBAs	\$113,935	\$94,045	\$82,162	\$34,220	\$324,362
Payroll Taxes	\$20,518	\$16,228	\$14,521	\$5,293	\$56,561
Workers Compensation Insurance	\$17,571	\$13,897	\$12,434	\$4,533	\$48,435
Total Direct Labor Related-Costs	\$398,639	\$319,222	\$283,645	\$107,668	\$1,109,175
Direct Fuel Costs	\$25,512	\$25,930	\$21,739	\$3,006	\$76,188
Other Direct Costs	\$33,598	\$34,149	\$28,986	\$4,808	\$101,541
Depreciation - Collection Vehicles	\$38,078	\$35,535	\$35,103	\$2,771	\$111,487
Depreciation - Containers	\$18,838	\$19,540	\$22,496	\$0	\$60,874
Depreciation for Collection Equipment	\$56,916	\$55,075	\$57,600	\$2,771	\$172,361
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$126,873	\$132,029	\$129,764	\$5,175	\$393,842
Operations	\$22,544	\$23,302	\$22,924	\$1,056	\$69,825
Vehicle Maintenance	\$43,086	\$44,535	\$43,813	\$2,017	\$133,452
Container Maintenance	\$17,887	\$18,712	\$17,513	\$744	\$54,856
Total Allocated Indirect Costs excluding Depreciation and Interest	\$210,391	\$218,579	\$214,014	\$8,992	\$651,975
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,361	\$1,410	\$1,422	\$65	\$4,258
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$726,415	\$654,365	\$607,406	\$127,310	\$2,115,497
Profit (insert Operating Ratio below)	\$76,254	\$68,690	\$63,761	\$13,364	\$222,069
	90.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$802,669	\$723,055	\$671,167	\$140,674	\$2,337,566
Contractor Pass-Through Costs					
Interest Expense	\$13,958	\$13,507	\$14,126	\$680	\$42,271
Total Contractor Pass-Through Costs	\$13,958	\$13,507	\$14,126	\$680	\$42,271
TOTAL BASE CONTRACTOR'S COMPENSATION	\$816,627	\$736,563	\$685,293	\$141,354	\$2,379,837

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Accounts	Accounts	Accounts	
2014	6,759	6,759	6,759	
2015	6,789	6,789	6,789	
2016	6,765	6,765	6,765	
Rolling Three-Year Average	6,771	6,771	6,771	

D. City of Belmont Allocated Costs - SFD

Step 1: Index Based Adjustments				
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$246,615	\$195,052	\$174,528	\$63,622	\$679,818
Benefits for CBAs	\$113,935	\$94,045	\$82,162	\$34,220	\$324,362
Payroll Taxes	\$20,518	\$16,228	\$14,521	\$5,293	\$56,561
Workers Compensation Insurance	<u>\$17,571</u>	<u>\$13,897</u>	<u>\$12,434</u>	<u>\$4,533</u>	<u>\$48,435</u>
Total Direct Labor Related-Costs	\$398,639	\$319,222	\$283,645	\$107,668	\$1,109,175
Direct Fuel Costs	\$25,512	\$25,930	\$21,739	\$3,006	\$76,188
Other Direct Costs	\$33,598	\$34,149	\$28,986	\$4,808	\$101,541
Depreciation - Collection Vehicles	\$38,078	\$35,535	\$35,103	\$2,771	\$111,487
Depreciation - Containers	\$18,838	\$19,540	\$22,496	\$0	\$60,874
Depreciation for Collection Equipment	\$56,916	\$55,075	\$57,600	\$2,771	\$172,361
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$126,873	\$132,029	\$129,764	\$5,175	\$393,842
Operations	\$22,544	\$23,302	\$22,924	\$1,056	\$69,825
Vehicle Maintenance	\$43,086	\$44,535	\$43,813	\$2,017	\$133,452
Container Maintenance	\$17,887	\$18,712	\$17,513	\$744	<u>\$54,856</u>
Total Allocated Indirect Costs excluding Depreciation and Interest	\$210,391	\$218,579	\$214,014	\$8,992	\$651,975
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,361	\$1,410	\$1,422	\$65	\$4,258
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$726,415	\$654,365	\$607,406	\$127,310	\$2,115,497
Profit (insert Operating Ratio below)	\$76,254	\$68,690	\$63,761	\$13,364	\$222,069
	90.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$802,669	\$723,055	\$671,167	\$140,674	\$2,337,566
Contractor Pass-Through Costs					
Interest Expense	\$13,958	\$13,507	\$14,126	\$680	\$42,271
Total Contractor Pass-Through Costs	\$13,958	\$13,507	\$14,126	\$680	\$42,271
TOTAL BASE CONTRACTOR'S COMPENSATION	\$816,627	\$736,563	\$685,293	\$141,354	\$2,379,837

D. City of Belmont Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	6,759	6,759	6,759	
2015	6,789	6,789	6,789	
2016	6,765	6,765	6,765	
Prior Year Rolling Three-Year Average	6,771	6,771	6,771	
	Accounts	Accounts	Accounts	
2014	6,759	6,759	6,759	
2015	6,789	6,789	6,789	
2016	6,765	6,765	6,765	
Current Year Rolling Three-Year Average	6,771	6,771	6,771	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$246,615	\$195,052	\$174,528	\$63,622	\$679,818
Benefits for CBAs	\$113,935	\$94,045	\$82,162	\$34,220	\$324,362
Payroll Taxes	\$20,518	\$16,228	\$14,521	\$5,293	\$56,561
Workers Compensation Insurance	\$17,571	\$13,897	\$12,434	\$4,533	\$48,435
Total Direct Labor Related-Costs	\$398,639	\$319,222	\$283,645	\$107,668	\$1,109,175
Direct Fuel Costs	\$25,512	\$25,930	\$21,739	\$3,006	\$76,188
Other Direct Costs	\$33,598	\$34,149	\$28,986	\$4,808	\$101,541
Depreciation - Collection Vehicles	\$38,078	\$35,535	\$35,103	\$2,771	\$111,487
Depreciation - Containers	\$18,838	\$19,540	\$22,496	\$0	\$60,874
Depreciation for Collection Equipment	\$56,916	\$55,075	\$57,600	\$2,771	\$172,361
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$126,873	\$132,029	\$129,764	\$5,175	\$393,842
Operations	\$22,544	\$23,302	\$22,924	\$1,056	\$69,825
Vehicle Maintenance	\$43,086	\$44,535	\$43,813	\$2,017	\$133,452
Container Maintenance	\$17,887	\$18,712	\$17,513	\$744	\$54,856
Total Allocated Indirect Costs excluding Depreciation and Interest	\$210,391	\$218,579	\$214,014	\$8,992	\$651,975
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,361	\$1,410	\$1,422	\$65	\$4,258
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$726,415	\$654,365	\$607,406	\$127,310	\$2,115,497
Profit (insert Operating Ratio below)	\$76,254	\$68,690	\$63,761	\$13,364	\$222,069
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$802,669	\$723,055	\$671,167	\$140,674	\$2,337,566
Contractor Pass-Through Costs					
Interest Expense	\$13,958	\$13,507	\$14,126	\$680	\$42,271
Total Contractor Pass-Through Costs	\$13,958	\$13,507	\$14,126	\$680	\$42,271
TOTAL BASE CONTRACTOR'S COMPENSATION	\$816,627	\$736,563	\$685,293	\$141,354	\$2,379,837

D. City of Belmont Allocated Costs - MFD & Commercial

Statistics Used for Year 2021 Cost Allocation Only						Total
City # of Accounts	441	454	86	8	2,092	989
SBWMA # Accounts	10,332	10,210	1,712	195	29,504	22,449
City # of Accounts %	4.3%	4.4%	5.0%	4.1%	7.1%	4.4%
City Total Route Labor hours year	3,048.77	2,204.05	428.63	267.13	925.16	5,949
SBWMA Total Route Labor hours year	47,871.85	27,111.92	6,356.65	6,167.11	13,045.24	87,508
City Total Route Labor hours year %	6.4%	8.1%	6.7%	4.3%	7.1%	6.8%
City # of route hours/year	1,838.44	2,126.44	401.91	267.13	925.16	4,634
SBWMA # of route hours/year	31,307.08	25,241.12	6,046.06	6,167.11	13,045.24	68,761
City # of route hours/year %	5.9%	8.4%	6.6%	4.3%	7.1%	6.7%
City Total Containers in Service	781	1,081	132	8	2,092	2,002
SBWMA Total Containers in Service	17,258	19,703	2,059	333	29,504	39,353
City Total Containers in Service %	4.5%	5.5%	6.4%	2.4%	7.1%	5.1%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$323,670	\$164,305	\$47,355	\$21,271	\$10,255	\$566,857
Benefits for CBAs	\$154,332	\$73,594	\$14,904	\$7,541	\$5,044	\$255,415
Payroll Taxes	\$26,929	\$13,670	\$3,940	\$1,770	\$853	\$47,162
Workers Compensation Insurance	\$23,060	\$11,706	\$3,374	\$1,515	\$731	\$40,387
Total Direct Labor Related-Costs	\$527,993	\$263,275	\$69,572	\$32,098	\$16,883	\$909,821
Direct Fuel Costs	\$28,476	\$17,217	\$6,278	\$2,048	\$1,115	\$55,134
Other Direct Costs	\$39,191	\$27,715	\$7,617	\$3,886	\$1,535	\$79,943
Depreciation - Collection Vehicles	\$35,090	\$25,843	\$11,204	\$3,270	\$1,062	\$76,468
Depreciation - Containers	\$5,466	\$4,996	\$5,489	\$0	\$265	\$16,216
Depreciation for Collection Equipment	\$40,556	\$30,839	\$16,692	\$3,270	\$1,327	\$92,684
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$40,163	\$44,271	\$58,952	\$23,708	\$2,128	\$169,222
Operations	\$11,268	\$17,104	\$15,908	\$5,104	\$434	\$49,819
Vehicle Maintenance	\$21,536	\$32,690	\$30,405	\$9,756	\$829	\$95,215
Container Maintenance	\$6,120	\$7,850	\$10,812	\$1,995	\$306	\$27,082
Total Allocated Indirect Costs excluding Depreciation and Interest	\$79,087	\$101,914	\$116,077	\$40,563	\$3,697	\$341,338
Total Allocated Indirect Depreciation Costs (Form 9)	\$710	\$1,050	\$829	\$367	\$26	\$2,983
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$716,012	\$442,010	\$217,065	\$82,233	\$24,583	\$1,481,903
Profit (insert Operating Ratio below)	\$75,161.51	\$46,399	\$22,786	\$8,632	\$2,581	\$155,559
	90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$791,174	\$488,409	\$239,851	\$90,865	\$27,163	\$1,637,462
Contractor Pass-Through Costs						
Interest Expense	\$12,851	\$9,772	\$5,289	\$1,036	\$420	\$29,368
Total Contractor Pass-Through Costs	\$12,851	\$9,772	\$5,289	\$1,036	\$420	\$29,368
TOTAL BASE CONTRACTOR'S COMPENSATION	\$804,025	\$498,181	\$245,140	\$91,901	\$27,584	\$1,666,830

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Lifts	Lifts	Lifts	Hauls
2014	65,793	74,958	5,902	155
2015	61,243	79,612	8,385	160
2016	60,359	81,965	10,192	146
Rolling Three-Year Average	62,465	78,845	8,160	154

D. City of Belmont Allocated Costs - MFD & Commercial

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$323,670	\$164,205	\$47,355	\$21,271	\$10,255	\$566,857
Benefits for CBAs	\$154,332	\$73,594	\$14,904	\$7,541	\$5,044	\$255,415
Payroll Taxes	\$26,929	\$13,670	\$3,940	\$1,770	\$853	\$47,162
Workers Compensation Insurance	<u>\$23,060</u>	<u>\$11,706</u>	<u>\$3,374</u>	<u>\$1,515</u>	<u>\$731</u>	<u>\$40,387</u>
Total Direct Labor Related-Costs	\$527,993	\$263,275	\$69,572	\$32,098	\$16,883	\$909,821
Direct Fuel Costs	\$28,476	\$17,217	\$6,278	\$2,048	\$1,115	\$55,134
Other Direct Costs	\$39,191	\$27,715	\$7,617	\$3,886	\$1,535	\$79,943
Depreciation - Collection Vehicles	\$35,090	\$25,843	\$11,204	\$3,270	\$1,062	\$76,468
Depreciation - Containers	\$5,466	\$4,996	\$5,489	\$0	\$265	\$16,216
Depreciation for Collection Equipment	\$40,556	\$30,839	\$16,692	\$3,270	\$1,327	\$92,684
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$40,163	\$44,271	\$58,952	\$23,708	\$2,128	\$169,222
Operations	\$11,268	\$17,104	\$15,908	\$5,104	\$434	\$49,819
Vehicle Maintenance	\$21,536	\$32,690	\$30,405	\$9,756	\$829	\$95,215
Container Maintenance	\$6,120	\$7,850	\$10,812	\$1,995	\$306	<u>\$27,082</u>
Total Allocated Indirect Costs excluding Depreciation and Interest	\$79,087	\$101,914	\$116,077	\$40,563	\$3,697	\$341,338
Total Allocated Indirect Depreciation Costs (Form 9)	\$710	\$1,050	\$829	\$367	\$26	\$2,983
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$716,012	\$442,010	\$217,065	\$82,233	\$24,583	\$1,481,903
Profit (insert Operating Ratio below)	\$75,162	\$46,399	\$22,786	\$8,632	\$2,581	\$155,559
	90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$791,174	\$488,409	\$239,851	\$90,865	\$27,163	\$1,637,462
Contractor Pass-Through Costs						
Interest Expense	\$12,851	\$9,772	\$5,289	\$1,036	\$420	\$29,368
Total Contractor Pass-Through Costs	<u>\$12,851</u>	<u>\$9,772</u>	<u>\$5,289</u>	<u>\$1,036</u>	<u>\$420</u>	<u>\$29,368</u>
TOTAL BASE CONTRACTOR'S COMPENSATION	\$804,025	\$498,181	\$245,140	\$91,901	\$27,584	\$1,666,830

D. City of Belmont Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	65,793	74,958	5,902	155	
2015	61,243	79,612	8,385	160	
2016	60,359	81,965	10,192	146	
Prior Year Rolling Three-Year Average	62,465	78,845	8,160	154	
	Lifts	Lifts	Lifts	Hauls	
2014	65,793	74,958	5,902	155	
2015	61,243	79,612	8,385	160	
2016	60,359	81,965	10,192	146	
Current Year Rolling Three-Year Average	62,465	78,845	8,160	154	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$323,670	\$164,305	\$47,355	\$21,271	\$10,255	\$566,857
Benefits for CBAs	\$154,332	\$73,594	\$14,904	\$7,541	\$5,044	\$255,415
Payroll Taxes	\$26,929	\$13,670	\$3,940	\$1,770	\$853	\$47,162
Workers Compensation Insurance	\$23,060	\$11,706	\$3,374	\$1,515	\$731	\$40,387
Total Direct Labor Related-Costs	\$527,993	\$263,275	\$69,572	\$32,098	\$16,883	\$909,821
Direct Fuel Costs	\$28,476	\$17,217	\$6,278	\$2,048	\$1,115	\$55,134
Other Direct Costs	\$39,191	\$27,715	\$7,617	\$3,886	\$1,535	\$79,943
Depreciation - Collection Vehicles	\$35,090	\$25,843	\$11,204	\$3,270	\$1,062	\$76,468
Depreciation - Containers	\$5,466	\$4,996	\$5,489	\$0	\$265	\$16,216
Depreciation for Collection Equipment	\$40,556	\$30,839	\$16,692	\$3,270	\$1,327	\$92,684
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$40,163	\$44,271	\$58,952	\$23,708	\$2,128	\$169,222
Operations	\$11,268	\$17,104	\$15,908	\$5,104	\$434	\$49,819
Vehicle Maintenance	\$21,536	\$32,690	\$30,405	\$9,756	\$829	\$95,215
Container Maintenance	\$6,120	\$7,850	\$10,812	\$1,995	\$306	\$27,082
Total Allocated Indirect Costs excluding Depreciation and Interest	\$79,087	\$101,914	\$116,077	\$40,563	\$3,697	\$341,338
Total Allocated Indirect Depreciation Costs (Form 9)	\$710	\$1,050	\$829	\$367	\$26	\$2,983
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$716,012	\$442,010	\$217,065	\$82,233	\$24,583	\$1,481,903
Profit (insert Operating Ratio below)	\$75,162	\$46,399	\$22,786	\$8,632	\$2,581	\$155,559
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$791,174	\$488,409	\$239,851	\$90,865	\$27,163	\$1,637,462
Contractor Pass-Through Costs						
Interest Expense	\$12,851	\$9,772	\$5,289	\$1,036	\$420	\$29,368
Total Contractor Pass-Through Costs	\$12,851	\$9,772	\$5,289	\$1,036	\$420	\$29,368
TOTAL BASE CONTRACTOR'S COMPENSATION	\$804,025	\$498,181	\$245,140	\$91,901	\$27,584	\$1,666,830

D. City of Belmont Allocated Costs - Agency Facilities

Statistics Used for Year 2021 Cost Allocation Only					Totals
City # of Lifts per year	6,604	4,004	5,148		6,765
SBWMA # Lifts per year (Accounts for Venues/Events)	242,307	16,744	65,039		94,580
City # of Lifts per year %	2.7%	23.9%	7.9%		7.2%
City Total Route Labor hours year	123.51	23.52	71.02	73.10	291.15
SBWMA Total Route Labor hours year	4,706.39	236.00	993.06		5,935.45
City Total Route Labor hours year	2.6%	10.0%	7.2%		4.9%
City # of route hours/year	72.30	22.93	64.95		291.15
SBWMA # of route hours/year	2,599.51	224.16	939.57		5,935.45
City # of route hours/year %	2.8%	10.2%	6.9%		4.9%
City # of Containers	82	57	100		6,793
SBWMA # of Containers	842	256	528		96,806
City # of Containers %	9.7%	22.3%	18.9%		7.0%
	42%	8%	24%	25%	

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$3,987	\$759	\$2,293	\$2,360	\$479	\$9,878
Benefits for CBAs	\$1,864	\$355	\$1,072	\$1,103	\$224	\$4,618
Payroll Taxes	\$332	\$63	\$191	\$196	\$40	\$822
Workers Compensation Insurance	\$284	\$54	\$163	\$168	\$34	\$704
Total Direct Labor Related-Costs	\$6,467	\$1,231	\$3,718	\$3,827	\$777	\$16,021
Direct Fuel Costs						
	\$514	\$98	\$296	\$304	\$61	\$1,273
Other Direct Costs						
	\$970	\$185	\$558	\$574	\$115	\$2,402
Depreciation - Collection Vehicles	\$2,102	\$400	\$1,209	\$1,244	\$198	\$5,153
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$2,102	\$400	\$1,209	\$1,244	\$198	\$5,153
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$6,941	\$1,322	\$3,991	\$4,108	\$1,020	\$17,382
Operations	\$979	\$186	\$563	\$579	\$107	\$2,414
Vehicle Maintenance	\$1,871	\$356	\$1,076	\$1,107	\$204	\$4,614
Container Maintenance (using lifts for Agency Costs)	\$998	\$190	\$574	\$590	\$147	\$2,498
Total Allocated Indirect Costs excluding Depreciation and Interest	\$10,788	\$2,054	\$6,203	\$6,385	\$1,477	\$26,909
Total Allocated Indirect Depreciation Costs (Form 9)						
	\$69	\$13	\$39	\$41	\$6	\$168
Annual Implementation Cost Amortization (Form A)						
	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$20,910	\$3,982	\$12,024	\$12,376	\$2,635	\$51,926
Profit (insert Operating Ratio below)	\$2,195	\$418	\$1,262	\$1,299	\$277	\$5,451
	90.5%					
Total Operating Costs before Pass-Through Cost Allocation	\$23,105	\$4,400	\$13,286	\$13,675	\$2,911	\$57,377
Contractor Pass-Through Costs						
Interest Expense	\$446	\$85	\$256	\$264	\$42	\$1,092
Total Contractor Pass-Through Costs	\$446	\$85	\$256	\$264	\$42	\$1,092
TOTAL BASE CONTRACTOR'S COMPENSATION	\$23,551	\$4,485	\$13,542	\$13,939	\$2,953	\$58,469

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	4,784	3,380	3,640	65	
2015	5,408	3,640	4,160	64	
2016	6,604	4,004	5,148	74	
Rolling Three-Year Average	5,599	3,675	4,316	68	

D. City of Belmont Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$3,987	\$759	\$2,293	\$2,360	\$479	\$9,878
Benefits for CBAs	\$1,864	\$355	\$1,072	\$1,103	\$224	\$4,618
Payroll Taxes	\$332	\$63	\$191	\$196	\$40	\$822
Workers Compensation Insurance	\$284	\$54	\$163	\$168	\$34	\$704
Total Direct Labor Related-Costs	\$6,467	\$1,231	\$3,718	\$3,827	\$777	\$16,021
Direct Fuel Costs	\$514	\$98	\$296	\$304	\$61	\$1,273
Other Direct Costs	\$970	\$185	\$558	\$574	\$115	\$2,402
Depreciation - Collection Vehicles	\$2,102	\$400	\$1,209	\$1,244	\$198	\$5,153
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$2,102	\$400	\$1,209	\$1,244	\$198	\$5,153
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$6,941	\$1,322	\$3,991	\$4,108	\$1,020	\$17,382
Operations	\$979	\$186	\$563	\$579	\$107	\$2,414
Vehicle Maintenance	\$1,871	\$356	\$1,076	\$1,107	\$204	\$4,614
Container Maintenance (using lifts for Agency Costs)	\$998	\$190	\$574	\$590	\$147	\$2,498
Total Allocated Indirect Costs excluding Depreciation and Interest	\$10,788	\$2,054	\$6,203	\$6,385	\$1,477	\$26,909
Total Allocated Indirect Depreciation Costs (Form 9)	\$69	\$13	\$39	\$41	\$6	\$168
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$20,910	\$3,982	\$12,024	\$12,376	\$2,635	\$51,926
Profit (insert Operating Ratio below)	\$2,195	\$418	\$1,262	\$1,299	\$277	\$5,451
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$23,105	\$4,400	\$13,286	\$13,675	\$2,911	\$57,377
Contractor Pass-Through Costs						
Interest Expense	\$446	\$85	\$256	\$264	\$42	\$1,092
Total Contractor Pass-Through Costs	\$446	\$85	\$256	\$264	\$42	\$1,092
TOTAL BASE CONTRACTOR'S COMPENSATION	\$23,551	\$4,485	\$13,542	\$13,939	\$2,953	\$58,469

D. City of Belmont Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	4,784	3,380	3,640	65	
2015	5,408	3,640	4,160	64	
2016	6,604	4,004	5,148	74	
Prior Year Rolling Three-Year Average	5,599	3,675	4,316	68	
	Lifts	Lifts	Lifts	Hauls	
2014	4,784	3,380	3,640	65	
2015	5,408	3,640	4,160	64	
2016	6,604	4,004	5,148	74	
Current Year Rolling Three-Year Average	5,599	3,675	4,316	68	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$3,987	\$759	\$2,293	\$2,360	\$479	\$9,878
Benefits for CBAs	\$1,864	\$355	\$1,072	\$1,103	\$224	\$4,618
Payroll Taxes	\$332	\$63	\$191	\$196	\$40	\$822
Workers Compensation Insurance	\$284	\$54	\$163	\$168	\$34	\$704
Total Direct Labor Related-Costs	\$6,467	\$1,231	\$3,718	\$3,827	\$777	\$16,021
Direct Fuel Costs	\$514	\$98	\$296	\$304	\$61	\$1,273
Other Direct Costs	\$970	\$185	\$558	\$574	\$115	\$2,402
Depreciation - Collection Vehicles	\$2,102	\$400	\$1,209	\$1,244	\$198	\$5,153
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$2,102	\$400	\$1,209	\$1,244	\$198	\$5,153
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$6,941	\$1,322	\$3,991	\$4,108	\$1,020	\$17,382
Operations	\$979	\$186	\$563	\$579	\$107	\$2,414
Vehicle Maintenance	\$1,871	\$356	\$1,076	\$1,107	\$204	\$4,614
Container Maintenance (using lifts for Agency Costs)	\$998	\$190	\$574	\$590	\$147	\$2,498
Total Allocated Indirect Costs excluding Depreciation and Interest	\$10,788	\$2,054	\$6,203	\$6,385	\$1,477	\$26,909
Total Allocated Indirect Depreciation Costs (Form 9)	\$69	\$13	\$39	\$41	\$6	\$168
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$20,910	\$3,982	\$12,024	\$12,376	\$2,635	\$51,926
Profit (insert Operating Ratio below)	\$2,195	\$418	\$1,262	\$1,299	\$277	\$5,451
	90.5%					
Total Operating Costs before Pass-Through Cost Allocation	\$23,105	\$4,400	\$13,286	\$13,675	\$2,911	\$57,377
Contractor Pass-Through Costs						
Interest Expense	\$446	\$85	\$256	\$264	\$42	\$1,092
Total Contractor Pass-Through Costs	\$446	\$85	\$256	\$264	\$42	\$1,092
TOTAL BASE CONTRACTOR'S COMPENSATION	\$23,551	\$4,485	\$13,542	\$13,939	\$2,953	\$58,469

D. City of Burlingame Allocated Costs - SFD

Statistics Used for Year 2021 Cost Allocation Only					Total
City # of accounts	6,626	6,612	6,526	2,018	6,626.00
SBWMA # of accounts	94,580	94,372	90,725	29,504	94,580.00
City # of accounts %	7.0%	7.0%	7.2%	6.8%	7.0%
City Total Route Labor hours year	3,016.64	2,425.28	2,694.59	892.31	9,028.82
SBWMA Total Route Labor hours year	46,232.55	42,856.20	39,114.12	13,045.24	141,248.11
City Total Route Labor hours year %	6.5%	5.7%	6.9%	6.8%	6.4%
City # of route hours/year	2,798.65	2,166.28	2,233.00	892.31	8,090.24
SBWMA # of route hours/year	42,847.89	38,380.04	34,949.16	13,045.24	129,222.33
City Total Route Labor hours year %	6.5%	5.6%	6.4%	6.8%	6.3%
City Total Containers in Service	6,697	6,719	6,699	2,018	22,133.00
SBWMA Total Containers in Service	96,806	96,284	99,941	29,504	322,535.00
City Total Containers in Service %	6.9%	7.0%	6.7%	6.8%	6.9%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$253,062	\$180,733	\$187,346	\$61,363	\$682,504
Benefits for CBAs	\$116,913	\$87,141	\$88,196	\$33,005	\$325,255
Payroll Taxes	\$21,055	\$15,037	\$15,587	\$5,105	\$56,784
Workers Compensation Insurance	\$18,030	\$12,876	\$13,348	\$4,372	\$48,626
Total Direct Labor Related-Costs	\$409,060	\$295,787	\$304,477	\$103,845	\$1,113,170
Direct Fuel Costs	\$26,736	\$23,608	\$22,215	\$2,900	\$75,459
Other Direct Costs	\$35,210	\$31,091	\$29,620	\$4,637	\$100,559
Depreciation - Collection Vehicles	\$39,905	\$32,353	\$35,872	\$2,672	\$110,802
Depreciation - Containers	\$18,572	\$19,301	\$22,247	\$0	\$60,120
Depreciation for Collection Equipment	\$58,477	\$51,654	\$58,119	\$2,672	\$170,923
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$124,266	\$129,139	\$129,328	\$4,992	\$387,726
Operations	\$23,626	\$21,215	\$23,426	\$1,018	\$69,284
Vehicle Maintenance	\$45,154	\$40,547	\$44,772	\$1,946	\$132,419
Container Maintenance	\$17,634	\$18,484	\$17,319	\$717	\$54,155
Total Allocated Indirect Costs excluding Depreciation and Interest	\$210,681	\$209,385	\$214,844	\$8,674	\$643,583
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,426	\$1,284	\$1,453	\$62	\$4,226
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$741,590	\$612,809	\$630,729	\$122,791	\$2,107,919
Profit (insert Operating Ratio below)	\$77,846	\$64,328	\$66,209	\$12,890	\$221,273
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$819,437	\$677,137	\$696,938	\$135,680	\$2,329,192
Contractor Pass-Through Costs					
Interest Expense	\$14,341	\$12,668	\$14,254	\$655	\$41,919
Total Contractor Pass-Through Costs	\$14,341	\$12,668	\$14,254	\$655	\$41,919
TOTAL BASE CONTRACTOR'S COMPENSATION	\$833,778	\$689,805	\$711,192	\$136,336	\$2,371,111

Service Level Statistics Used for Future Service Level Cost Adjustments			
	Accounts	Accounts	Accounts
2014	6,604	6,604	6,604
2015	6,608	6,608	6,608
2016	6,626	6,626	6,626
Rolling Three-Year Average	6,613	6,613	6,613

D. City of Burlingame Allocated Costs - SFD

Step 1: Index Based Adjustments				
PY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$253,062	\$180,733	\$187,346	\$61,363	\$682,504
Benefits for CBAs	\$116,913	\$87,141	\$88,196	\$33,005	\$325,255
Payroll Taxes	\$21,055	\$15,037	\$15,587	\$5,105	\$56,784
Workers Compensation Insurance	\$18,030	\$12,876	\$13,348	\$4,372	\$48,626
Total Direct Labor Related-Costs	\$409,060	\$295,787	\$304,477	\$103,845	\$1,113,170
Direct Fuel Costs	\$26,736	\$23,608	\$22,215	\$2,900	\$75,459
Other Direct Costs	\$35,210	\$31,091	\$29,620	\$4,637	\$100,559
Depreciation - Collection Vehicles	\$39,905	\$32,353	\$35,872	\$2,672	\$110,802
Depreciation - Containers	\$18,572	\$19,301	\$22,247	\$0	\$60,120
Depreciation for Collection Equipment	\$58,477	\$51,654	\$58,119	\$2,672	\$170,923
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$124,266	\$129,139	\$129,328	\$4,992	\$387,726
Operations	\$23,626	\$21,215	\$23,426	\$1,018	\$69,284
Vehicle Maintenance	\$45,154	\$40,547	\$44,772	\$1,946	\$132,419
Container Maintenance	\$17,634	\$18,484	\$17,319	\$717	\$54,155
Total Allocated Indirect Costs excluding Depreciation and Interest	\$210,681	\$209,385	\$214,844	\$8,674	\$643,583
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,426	\$1,284	\$1,453	\$62	\$4,226
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$741,590	\$612,809	\$630,729	\$122,791	\$2,107,919
Profit (insert Operating Ratio below)	\$77,846	\$64,328	\$66,209	\$12,890	\$221,273
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$819,437	\$677,137	\$696,938	\$135,680	\$2,329,192
Contractor Pass-Through Costs					
Interest Expense	\$14,341	\$12,668	\$14,254	\$655	\$41,919
Total Contractor Pass-Through Costs	\$14,341	\$12,668	\$14,254	\$655	\$41,919
TOTAL BASE CONTRACTOR'S COMPENSATION	\$833,778	\$689,805	\$711,192	\$136,336	\$2,371,111

D. City of Burlingame Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	6,604	6,604	6,604	
2015	6,608	6,608	6,608	
2016	6,626	6,626	6,626	
Prior Year Rolling Three-Year Average	6,613	6,613	6,613	
	Accounts	Accounts	Accounts	
2014	6,604	6,604	6,604	
2015	6,608	6,608	6,608	
2016	6,626	6,626	6,626	
Current Year Rolling Three-Year Average	6,613	6,613	6,613	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$253,062	\$180,733	\$187,346	\$61,363	\$682,504
Benefits for CBAs	\$116,913	\$87,141	\$88,196	\$33,005	\$325,255
Payroll Taxes	\$21,055	\$15,037	\$15,587	\$5,105	\$56,784
Workers Compensation Insurance	\$18,030	\$12,876	\$13,348	\$4,372	\$48,626
Total Direct Labor Related-Costs	\$409,060	\$295,787	\$304,477	\$103,845	\$1,113,170
Direct Fuel Costs	\$26,736	\$23,608	\$22,215	\$2,900	\$75,459
Other Direct Costs	\$35,210	\$31,091	\$29,620	\$4,637	\$100,559
Depreciation - Collection Vehicles	\$39,905	\$32,353	\$35,872	\$2,672	\$110,802
Depreciation - Containers	\$18,572	\$19,301	\$22,247	\$0	\$60,120
Depreciation for Collection Equipment	\$58,477	\$51,654	\$58,119	\$2,672	\$170,923
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$124,266	\$129,139	\$129,328	\$4,992	\$387,726
Operations	\$23,626	\$21,215	\$23,426	\$1,018	\$69,284
Vehicle Maintenance	\$45,154	\$40,547	\$44,772	\$1,946	\$132,419
Container Maintenance	\$17,634	\$18,484	\$17,319	\$717	\$54,155
Total Allocated Indirect Costs excluding Depreciation and Interest	\$210,681	\$209,385	\$214,844	\$8,674	\$643,583
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,426	\$1,284	\$1,453	\$62	\$4,226
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$741,590	\$612,809	\$630,729	\$122,791	\$2,107,919
Profit (insert Operating Ratio below)	\$77,846	\$64,328	\$66,209	\$12,890	\$221,273
	90.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$819,437	\$677,137	\$696,938	\$135,680	\$2,329,192
Contractor Pass-Through Costs					
Interest Expense	\$14,341	\$12,668	\$14,254	\$655	\$41,919
Total Contractor Pass-Through Costs	\$14,341	\$12,668	\$14,254	\$655	\$41,919
TOTAL BASE CONTRACTOR'S COMPENSATION	\$833,778	\$689,805	\$711,192	\$136,336	\$2,371,111

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. City of Burlingame Allocated Costs - MFD & Commercial

	Statistics Used for Year 2021 Cost Allocation Only					Total
City # of Accounts	1,382	1,388	221	20	2,018	3,011.00
SBWMA # Accounts	10,332.00	10,210.00	1,712.00	195.00	29,504.00	22,449.00
City # of Accounts %	13.4%	13.6%	12.9%	10.3%	6.8%	13.4%
City Total Route Labor hours year	6,865.99	3,795.01	739.45	1,617.92	892.31	13,018.37
SBWMA Total Route Labor hours year	47,871.85	27,111.92	6,356.65	6,167.11	13,045.24	87,507.53
City Total Route Labor hours year %	14.3%	14.0%	11.6%	26.2%	6.8%	14.9%
City # of route hours/year	4,061.34	3,411.82	699.76	1,617.92	892.31	9,790.84
SBWMA # of route hours/year	31,307.08	25,241.12	6,046.06	6,167.11	13,045.24	68,761.37
City # of route hours/year %	13.0%	13.5%	11.6%	26.2%	6.8%	14.2%
City Total Containers in Service	2,494	2,686	296	27	2,018	5,503.00
SBWMA Total Containers in Service	17,258.00	19,703.00	2,059.00	333.00	29,504.00	39,353.00
City Total Containers in Service %	14.5%	13.6%	14.4%	8.1%	6.8%	14.0%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$728,923	\$282,906	\$81,694	\$128,834	\$9,891	\$1,232,248
Benefits for CBAs	\$347,565	\$126,717	\$25,711	\$45,673	\$4,865	\$550,531
Payroll Taxes	\$60,646	\$23,538	\$6,797	\$10,719	\$823	\$102,523
Workers Compensation Insurance	\$51,933	\$20,156	\$5,821	\$9,128	\$705	\$87,793
Total Direct Labor Related-Costs	\$1,189,067	\$453,317	\$120,023	\$194,404	\$16,283	\$1,973,094
Direct Fuel Costs	\$62,907	\$27,624	\$10,931	\$12,405	\$1,076	\$114,942
Other Direct Costs	\$86,577	\$44,468	\$13,262	\$23,537	\$1,480	\$169,324
Depreciation - Collection Vehicles	\$77,518	\$41,464	\$19,506	\$19,806	\$1,024	\$159,319
Depreciation - Containers	\$17,456	\$12,413	\$12,308	\$0	\$256	\$42,433
Depreciation for Collection Equipment	\$94,974	\$53,878	\$31,814	\$19,806	\$1,280	\$201,752
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$125,863	\$135,347	\$151,492	\$59,270	\$2,052	\$474,026
Operations	\$24,892	\$27,443	\$27,698	\$30,916	\$419	\$111,367
Vehicle Maintenance	\$47,575	\$52,450	\$52,937	\$59,087	\$800	\$212,849
Container Maintenance	\$19,542	\$19,505	\$24,245	\$6,734	\$295	\$70,320
Total Allocated Indirect Costs excluding Depreciation and Interest	\$217,873	\$234,745	\$256,372	\$156,007	\$3,566	\$868,562
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,569	\$1,685	\$1,443	\$2,224	\$26	\$6,947
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,652,966	\$815,716	\$433,845	\$408,384	\$23,710	\$3,334,621
Profit (insert Operating Ratio below)	\$173,515.79	\$85,628	\$45,542	\$42,869	\$2,489	\$350,043
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$1,826,482	\$901,344	\$479,386	\$451,253	\$26,199	\$3,684,664
Contractor Pass-Through Costs						
Interest Expense	\$29,577	\$16,779	\$9,908	\$6,168	\$399	\$62,830
Total Contractor Pass-Through Costs	\$29,577	\$16,779	\$9,908	\$6,168	\$399	\$62,830
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,856,059	\$918,122	\$489,294	\$457,421	\$26,598	\$3,747,494

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Lifts	Lifts	Lifts	Hauls
2014	200,356	201,591	29,575	1,486
2015	200,746	212,459	31,772	1,420
2016	195,507	212,953	35,698	1,590
Rolling Three-Year Average	198,870	209,001	32,348	1,499

D. City of Burlingame Allocated Costs - MFD & Commercial

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$728,923	\$282,906	\$81,694	\$128,834	\$9,891	\$1,232,248
Benefits for CBAs	\$347,565	\$126,717	\$25,711	\$45,673	\$4,865	\$550,531
Payroll Taxes	\$60,646	\$23,538	\$6,797	\$10,719	\$823	\$102,523
Workers Compensation Insurance	\$51,933	\$20,156	\$5,821	\$9,178	\$705	\$87,793
Total Direct Labor Related-Costs	\$1,189,067	\$453,317	\$120,023	\$194,404	\$16,283	\$1,973,094
Direct Fuel Costs	\$62,907	\$27,624	\$10,931	\$12,405	\$1,076	\$114,942
Other Direct Costs	\$86,577	\$44,468	\$13,262	\$23,537	\$1,480	\$169,324
Depreciation - Collection Vehicles	\$77,518	\$41,464	\$19,506	\$19,806	\$1,024	\$159,319
Depreciation - Containers	\$17,456	\$12,413	\$12,308	\$0	\$256	\$42,433
Depreciation for Collection Equipment	\$94,974	\$53,878	\$31,814	\$19,806	\$1,280	\$201,752
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$125,863	\$135,347	\$151,492	\$59,270	\$2,052	\$474,026
Operations	\$24,892	\$27,443	\$27,698	\$30,916	\$419	\$111,367
Vehicle Maintenance	\$47,575	\$52,450	\$52,937	\$59,087	\$800	\$212,849
Container Maintenance	\$19,542	\$19,505	\$24,245	\$6,734	\$295	\$70,320
Total Allocated Indirect Costs excluding Depreciation and Interest	\$217,873	\$234,745	\$256,372	\$156,007	\$3,566	\$868,562
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,569	\$1,685	\$1,443	\$2,224	\$26	\$6,947
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,652,966	\$815,716	\$433,845	\$408,384	\$23,710	\$3,334,621
Profit (insert Operating Ratio below)	\$173,516	\$85,628	\$45,542	\$42,869	\$2,489	\$350,043
	90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$1,826,482	\$901,344	\$479,386	\$451,253	\$26,199	\$3,684,664
Contractor Pass-Through Costs						
Interest Expense	\$29,577	\$16,779	\$9,908	\$6,168	\$399	\$62,830
Total Contractor Pass-Through Costs	\$29,577	\$16,779	\$9,908	\$6,168	\$399	\$62,830
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,856,059	\$918,122	\$489,294	\$457,421	\$26,598	\$3,747,494

D. City of Burlingame Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments						
	Lifts	Lifts	Lifts	Hauls		
2014	200,356	201,591	29,575	1,486		
2015	200,746	212,459	31,772	1,420		
2016	195,507	212,953	35,698	1,590		
Prior Year Rolling Three-Year Average	198,870	209,001	32,348	1,499		
	Lifts	Lifts	Lifts	Hauls		
2014	200,356	201,591	29,575	1,486		
2015	200,746	212,459	31,772	1,420		
2016	195,507	212,953	35,698	1,590		
Current Year Rolling Three-Year Average	198,870	209,001	32,348	1,499		
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%		1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%		1

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$728,923	\$282,906	\$81,694	\$128,834	\$9,891	\$1,232,248
Benefits for CBAs	\$347,565	\$126,717	\$25,711	\$45,673	\$4,865	\$550,531
Payroll Taxes	\$60,646	\$23,538	\$6,797	\$10,719	\$823	\$102,523
Workers Compensation Insurance	\$51,933	\$20,156	\$5,821	\$9,178	\$705	\$87,793
Total Direct Labor Related-Costs	\$1,189,067	\$453,317	\$120,023	\$194,404	\$16,283	\$1,973,094
Direct Fuel Costs	\$62,907	\$27,624	\$10,931	\$12,405	\$1,076	\$114,942
Other Direct Costs	\$86,577	\$44,468	\$13,262	\$23,537	\$1,480	\$169,324
Depreciation - Collection Vehicles	\$77,518	\$41,464	\$19,506	\$19,806	\$1,024	\$159,319
Depreciation - Containers	\$17,456	\$12,413	\$12,308	\$0	\$256	\$42,433
Depreciation for Collection Equipment	\$94,974	\$53,878	\$31,814	\$19,806	\$1,280	\$201,752
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$125,863	\$135,347	\$151,492	\$59,270	\$2,052	\$474,026
Operations	\$24,892	\$27,443	\$27,698	\$30,916	\$419	\$111,367
Vehicle Maintenance	\$47,575	\$52,450	\$52,937	\$59,087	\$800	\$212,849
Container Maintenance	\$19,542	\$19,505	\$24,245	\$6,734	\$295	\$70,320
Total Allocated Indirect Costs excluding Depreciation and Interest	\$217,873	\$234,745	\$256,372	\$156,007	\$3,566	\$868,562
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,569	\$1,685	\$1,443	\$2,224	\$26	\$6,947
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,652,966	\$815,716	\$433,845	\$408,384	\$23,710	\$3,334,621
Profit (insert Operating Ratio below)	\$173,516	\$85,628	\$45,542	\$42,869	\$2,489	\$350,043
	90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$1,826,482	\$901,344	\$479,386	\$451,253	\$26,199	\$3,684,664
Contractor Pass-Through Costs						
Interest Expense	\$29,577	\$16,779	\$9,908	\$6,168	\$399	\$62,830
Total Contractor Pass-Through Costs	\$29,577	\$16,779	\$9,908	\$6,168	\$399	\$62,830
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,856,059	\$918,122	\$489,294	\$457,421	\$26,598	\$3,747,494

D. City of Burlingame Allocated Costs - Agency Facilities

Statistics Used for Year 2021 Cost Allocation Only					Totals
City # of Lifts per year	37,284	1,144	4,680	6,626	43,108.00
SBWMA # Lifts per year (Accounts for Venues/Events)	242,307	16,744	65,039	94,580	
City # of Lifts per year %	15.4%	6.8%	7.2%	7.0%	
City Total Route Labor hours year	1,121.36	21.82	66.42	395.39	1,604.99
SBWMA Total Route Labor hours year	4,706.39	236.00	993.06		5,935.45
City Total Route Labor hours year	23.8%	9.2%	6.7%	27.0%	1,209.60
City # of route hours/year	504.88	20.69	62.05	1,604.99	587.62
SBWMA # of route hours/year	2,599.51	224.16	939.57	5,935.45	
City # of route hours/year %	19.4%	9.2%	6.6%	27.0%	
City # of Containers	17	13	22	6,697	52.00
SBWMA # of Containers	842	256	528	96,806	
City # of Containers %	2.0%	5.1%	4.2%	6.9%	
	70%	1%	4%	25%	

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$24,878	\$484	\$1,474	\$8,772	\$2,657	\$38,265
Benefits for CBAs	\$11,630	\$226	\$689	\$4,101	\$1,242	\$17,888
Payroll Taxes	\$2,070	\$40	\$123	\$730	\$221	\$3,184
Workers Compensation Insurance	\$1,772	\$34	\$105	\$625	\$189	\$2,726
Total Direct Labor Related-Costs	\$40,351	\$785	\$2,390	\$14,228	\$4,310	\$62,063
Direct Fuel Costs	\$2,664	\$52	\$158	\$939	\$337	\$4,151
Other Direct Costs	\$5,025	\$98	\$298	\$1,772	\$636	\$7,829
Depreciation - Collection Vehicles	\$10,839	\$211	\$642	\$3,822	\$1,101	\$16,615
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$10,839	\$211	\$642	\$3,822	\$1,101	\$16,615
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$20,310	\$395	\$1,203	\$7,161	\$999	\$30,069
Operations	\$5,065	\$99	\$300	\$1,786	\$592	\$7,842
Vehicle Maintenance	\$9,681	\$188	\$573	\$3,413	\$1,132	\$14,988
Container Maintenance (using lifts for Agency Costs)	\$2,919	\$57	\$173	\$1,029	\$144	\$4,321
Total Allocated Indirect Costs excluding Depreciation and Interest	\$37,975	\$739	\$2,249	\$13,390	\$2,867	\$57,220
Total Allocated Indirect Depreciation Costs (Form 9)	\$354	\$7	\$21	\$125	\$36	\$542
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$97,208	\$1,892	\$5,758	\$34,276	\$9,288	\$148,421
Profit (insert Operating Ratio below)	\$10,204	\$199	\$604	\$3,598	\$975	\$15,580
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$107,412	\$2,090	\$6,362	\$37,874	\$10,263	\$164,001
Contractor Pass-Through Costs						
Interest Expense	\$2,298	\$45	\$136	\$810	\$233	\$3,522
Total Contractor Pass-Through Costs	\$2,298	\$45	\$136	\$810	\$233	\$3,522
TOTAL BASE CONTRACTOR'S COMPENSATION	\$109,710	\$2,135	\$6,498	\$38,684	\$10,496	\$167,523

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Lifts	Lifts	Lifts	Hauls
2014	33,488	884	1,976	297
2015	37,258	988	2,210	400
2016	37,284	1,144	4,680	401
Rolling Three-Year Average	36,010	1,005	2,955	366

D. City of Burlingame Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$24,878	\$484	\$1,474	\$8,772	\$2,657	\$38,265
Benefits for CBAs	\$11,630	\$226	\$689	\$4,101	\$1,242	\$17,888
Payroll Taxes	\$2,070	\$40	\$123	\$730	\$221	\$3,184
Workers Compensation Insurance	\$1,772	\$34	\$105	\$625	\$189	\$2,726
Total Direct Labor Related-Costs	\$40,351	\$785	\$2,390	\$14,228	\$4,310	\$62,063
Direct Fuel Costs	\$2,664	\$52	\$158	\$939	\$337	\$4,151
Other Direct Costs	\$5,025	\$98	\$298	\$1,772	\$636	\$7,829
Depreciation - Collection Vehicles	\$10,839	\$211	\$642	\$3,822	\$1,101	\$16,615
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$10,839	\$211	\$642	\$3,822	\$1,101	\$16,615
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$20,310	\$395	\$1,203	\$7,161	\$999	\$30,069
Operations	\$5,065	\$99	\$300	\$1,786	\$592	\$7,842
Vehicle Maintenance	\$9,681	\$188	\$573	\$3,413	\$1,132	\$14,988
Container Maintenance (using lifts for Agency Costs)	\$2,919	\$57	\$173	\$1,029	\$144	\$4,321
Total Allocated Indirect Costs excluding Depreciation and Interest	\$37,975	\$739	\$2,249	\$13,390	\$2,867	\$57,220
Total Allocated Indirect Depreciation Costs (Form 9)	\$354	\$7	\$21	\$125	\$36	\$542
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$97,208	\$1,892	\$5,758	\$34,276	\$9,288	\$148,421
Profit (insert Operating Ratio below)	\$10,204	\$199	\$604	\$3,598	\$975	\$15,580
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$107,412	\$2,090	\$6,362	\$37,874	\$10,263	\$164,001
Contractor Pass-Through Costs						
Interest Expense	\$2,298	\$45	\$136	\$810	\$233	\$3,522
Total Contractor Pass-Through Costs	\$2,298	\$45	\$136	\$810	\$233	\$3,522
TOTAL BASE CONTRACTOR'S COMPENSATION	\$109,710	\$2,135	\$6,498	\$38,684	\$10,496	\$167,523

D. City of Burlingame Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	33,488	884	1,976	297	
2015	37,258	988	2,210	400	
2016	37,284	1,144	4,680	401	
Prior Year Rolling Three-Year Average	36,010	1,005	2,955	366	
	Lifts	Lifts	Lifts	Hauls	
2014	33,488	884	1,976	297	
2015	37,258	988	2,210	400	
2016	37,284	1,144	4,680	401	
Current Year Rolling Three-Year Average	36,010	1,005	2,955	366	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$24,878	\$484	\$1,474	\$8,772	\$2,657	\$38,265
Benefits for CBAs	\$11,630	\$226	\$689	\$4,101	\$1,242	\$17,888
Payroll Taxes	\$2,070	\$40	\$123	\$730	\$221	\$3,184
Workers Compensation Insurance	\$1,772	\$34	\$105	\$625	\$189	\$2,726
Total Direct Labor Related-Costs	\$40,351	\$785	\$2,390	\$14,228	\$4,310	\$62,063
Direct Fuel Costs	\$2,664	\$52	\$158	\$939	\$337	\$4,151
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Depreciation - Collection Vehicles	\$10,839	\$211	\$642	\$3,822	\$1,101	\$16,615
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$10,839	\$211	\$642	\$3,822	\$1,101	\$16,615
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$20,310	\$395	\$1,203	\$7,161	\$999	\$30,069
Operations	\$5,065	\$99	\$300	\$1,786	\$592	\$7,842
Vehicle Maintenance	\$9,681	\$188	\$573	\$3,413	\$1,132	\$14,988
Container Maintenance (using lifts for Agency Costs)	\$2,919	\$57	\$173	\$1,029	\$144	\$4,321
Total Allocated Indirect Costs excluding Depreciation and Interest	\$37,975	\$739	\$2,249	\$13,390	\$2,867	\$57,220
Total Allocated Indirect Depreciation Costs (Form 9)	\$354	\$7	\$21	\$125	\$36	\$542
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$97,208	\$1,892	\$5,758	\$34,276	\$9,288	\$148,421
Profit (insert Operating Ratio below)	\$10,204	\$199	\$604	\$3,598	\$975	\$15,580
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$107,412	\$2,090	\$6,362	\$37,874	\$10,263	\$164,001
Contractor Pass-Through Costs						
Interest Expense	\$2,298	\$45	\$136	\$810	\$233	\$3,522
Total Contractor Pass-Through Costs	\$2,298	\$45	\$136	\$810	\$233	\$3,522
TOTAL BASE CONTRACTOR'S COMPENSATION	\$109,710	\$2,135	\$6,498	\$38,684	\$10,496	\$167,523

D. City of East Palo Alto Allocated Costs - SFD

Statistics Used for Year 2021 Cost Allocation Only					Total
City # of accounts	4,186	4,164	4,151	1,647	4,186
SBWMA # of accounts	94,580	94,372	90,725	29,504	94,580
City # of accounts %	4.4%	4.4%	4.6%	5.6%	4.4%
City Total Route Labor hours year	2,436.39	1,872.18	1,956.01	728.08	6,993
SBWMA Total Route Labor hours year	46,232.55	42,856.20	39,114.12	13,045.24	141,248
City Total Route Labor hours year %	5.3%	4.4%	5.0%	5.6%	5.0%
City # of route hours/year	2,180.18	1,655.79	1,842.89	728.08	6,407
SBWMA # of route hours/year	42,847.89	38,380.04	34,949.16	13,045.24	129,222
City Total Route Labor hours year %	5.1%	4.3%	5.3%	5.6%	5.0%
City Total Containers in Service	4,222	4,176	4,207	1,647	14,252
SBWMA Total Containers in Service	96,806	96,284	99,941	29,504	322,535
City Total Containers in Service %	4.4%	4.3%	4.2%	5.6%	4.4%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$204,385	\$139,515	\$135,995	\$50,069	\$529,965
Benefits for CBAs	\$94,425	\$67,268	\$64,022	\$26,930	\$252,645
Payroll Taxes	\$17,005	\$11,608	\$11,315	\$4,166	\$44,093
Workers Compensation Insurance	\$14,562	\$9,940	\$9,689	\$3,567	\$37,758
Total Direct Labor Related-Costs	\$330,377	\$228,331	\$221,021	\$84,732	\$864,461
Direct Fuel Costs	\$20,828	\$18,045	\$18,334	\$2,366	\$59,573
Other Direct Costs	\$27,429	\$23,764	\$24,446	\$3,784	\$79,423
Depreciation - Collection Vehicles	\$31,087	\$24,729	\$29,605	\$2,181	\$87,601
Depreciation - Containers	\$11,708	\$11,996	\$13,971	\$0	\$37,676
Depreciation for Collection Equipment	\$42,795	\$36,725	\$43,576	\$2,181	\$125,277
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$78,506	\$81,327	\$82,262	\$4,075	\$246,169
Operations	\$18,405	\$16,216	\$19,333	\$831	\$54,784
Vehicle Maintenance	\$35,176	\$30,992	\$36,950	\$1,588	\$104,705
Container Maintenance	\$11,117	\$11,488	\$10,876	\$586	\$34,067
Total Allocated Indirect Costs excluding Depreciation and Interest	\$143,203	\$140,023	\$149,421	\$7,079	\$439,726
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,111	\$981	\$1,199	\$51	\$3,343
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$565,744	\$447,869	\$457,997	\$100,192	\$1,571,802
Profit (insert Operating Ratio below)	\$59,387	\$47,014	\$48,077	\$10,517	\$164,996
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$625,131	\$494,883	\$506,074	\$110,710	\$1,736,798
Contractor Pass-Through Costs					
Interest Expense	\$10,495	\$9,007	\$10,687	\$535	\$30,724
Total Contractor Pass-Through Costs	\$10,495	\$9,007	\$10,687	\$535	\$30,724
TOTAL BASE CONTRACTOR'S COMPENSATION	\$635,626	\$503,890	\$516,761	\$111,244	\$1,767,522

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Accounts	Accounts	Accounts	
2014	4,155	4,155	4,155	
2015	4,164	4,164	4,164	
2016	4,186	4,186	4,186	
Rolling Three-Year Average	4,168	4,168	4,168	

D. City of East Palo Alto Allocated Costs - SFD

Step 1: Index Based Adjustments				
PY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$204,385	\$139,515	\$135,995	\$50,069	\$529,965
Benefits for CBAs	\$94,425	\$67,268	\$64,022	\$26,930	\$252,645
Payroll Taxes	\$17,005	\$11,608	\$11,315	\$4,166	\$44,093
Workers Compensation Insurance	\$14,562	\$9,940	\$9,689	\$3,567	\$37,758
Total Direct Labor Related-Costs	\$330,377	\$228,331	\$221,021	\$84,732	\$864,461
Direct Fuel Costs					
Other Direct Costs	\$27,429	\$23,764	\$24,446	\$3,784	\$79,423
Depreciation - Collection Vehicles	\$31,087	\$24,729	\$29,605	\$2,181	\$87,601
Depreciation - Containers	\$11,708	\$11,996	\$13,971	\$0	\$37,676
Depreciation for Collection Equipment	\$42,795	\$36,725	\$43,576	\$2,181	\$125,277
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$78,506	\$81,327	\$82,262	\$4,075	\$246,169
Operations	\$18,405	\$16,216	\$19,333	\$831	\$54,784
Vehicle Maintenance	\$35,176	\$30,992	\$36,950	\$1,588	\$104,705
Container Maintenance	\$11,117	\$11,488	\$10,876	\$586	\$34,067
Total Allocated Indirect Costs excluding Depreciation and Interest	\$143,203	\$140,023	\$149,421	\$7,079	\$439,726
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,111	\$981	\$1,199	\$51	\$3,343
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$565,744	\$447,869	\$457,997	\$100,192	\$1,571,802
Profit (insert Operating Ratio below)	\$59,387	\$47,014	\$48,077	\$10,517	\$164,996
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$625,131	\$494,883	\$506,074	\$110,710	\$1,736,798
Contractor Pass-Through Costs					
Interest Expense	\$10,495	\$9,007	\$10,687	\$535	\$30,724
Total Contractor Pass-Through Costs	\$10,495	\$9,007	\$10,687	\$535	\$30,724
TOTAL BASE CONTRACTOR'S COMPENSATION	\$635,626	\$503,890	\$516,761	\$111,244	\$1,767,522

D. City of East Palo Alto Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	4,155	4,155	4,155	
2015	4,164	4,164	4,164	
2016	4,186	4,186	4,186	
Prior Year Rolling Three-Year Average	4,168	4,168	4,168	
	Accounts	Accounts	Accounts	
2014	4,155	4,155	4,155	
2015	4,164	4,164	4,164	
2016	4,186	4,186	4,186	
Current Year Rolling Three-Year Average	4,168	4,168	4,168	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$204,385	\$139,515	\$135,995	\$50,069	\$529,965
Benefits for CBAs	\$94,425	\$67,268	\$64,022	\$26,930	\$252,645
Payroll Taxes	\$17,005	\$11,608	\$11,315	\$4,166	\$44,093
Workers Compensation Insurance	<u>\$14,562</u>	<u>\$9,940</u>	<u>\$9,689</u>	<u>\$3,567</u>	<u>\$37,758</u>
Total Direct Labor Related-Costs	\$330,377	\$228,331	\$221,021	\$84,732	\$864,461
Direct Fuel Costs	\$20,828	\$18,045	\$18,334	\$2,366	\$59,573
Other Direct Costs	\$27,429	\$23,764	\$24,446	\$3,784	\$79,423
Depreciation - Collection Vehicles	\$31,087	\$24,729	\$29,605	\$2,181	\$87,601
Depreciation - Containers	\$11,708	\$11,996	\$13,971	\$0	\$37,676
Depreciation for Collection Equipment	\$42,795	\$36,725	\$43,576	\$2,181	\$125,277
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$78,506	\$81,327	\$82,262	\$4,075	\$246,169
Operations	\$18,405	\$16,216	\$19,333	\$831	\$54,784
Vehicle Maintenance	\$35,176	\$30,992	\$36,950	\$1,588	\$104,705
Container Maintenance	\$11,117	\$11,488	\$10,876	\$586	<u>\$34,067</u>
Total Allocated Indirect Costs excluding Depreciation and Interest	\$143,203	\$140,023	\$149,421	\$7,079	\$439,726
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,111	\$981	\$1,199	\$51	\$3,343
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$565,744	\$447,869	\$457,997	\$100,192	\$1,571,802
Profit (insert Operating Ratio below)	\$59,387	\$47,014	\$48,077	\$10,517	\$164,996
	90.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$625,131	\$494,883	\$506,074	\$110,710	\$1,736,798
Contractor Pass-Through Costs					
Interest Expense	\$10,495	\$9,007	\$10,687	\$535	\$30,724
Total Contractor Pass-Through Costs	\$10,495	\$9,007	\$10,687	\$535	\$30,724
TOTAL BASE CONTRACTOR'S COMPENSATION	\$635,626	\$503,890	\$516,761	\$111,244	\$1,767,522

D. City of East Palo Alto Allocated Costs - MFD & Commercial

	Statistics Used for Year 2021 Cost Allocation Only					Total
City # of Accounts	354	359	164	12	1,647	889
SBWMA # Accounts	10,332	10,210	1,712	195	29,504	22,449
City # of Accounts %	3.4%	3.5%	9.6%	6.2%	5.6%	4.0%
City Total Route Labor hours year	1,493.05	592.90	146.11	295.96	728.08	2,528
SBWMA Total Route Labor hours year	47,871.85	27,111.92	6,356.65	6,167.11	13,045.24	87,508
City Total Route Labor hours year %	3.1%	2.2%	2.3%	4.8%	5.6%	2.9%
City # of route hours/year	1,234.06	573.29	140.97	295.96	728.08	2,244
SBWMA # of route hours/year	31,307.08	25,241.12	6,046.06	6,167.11	13,045.24	68,761
City # of route hours/year %	3.9%	2.3%	2.3%	4.8%	5.6%	3.3%
City Total Containers in Service	578	715	178	20	1,647	1,491
SBWMA Total Containers in Service	17,258	19,703	2,059	333	29,504	39,353
City Total Containers in Service %	3.3%	3.6%	8.6%	6.0%	5.6%	3.8%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$158,509	\$44,199	\$16,142	\$23,567	\$8,071	\$250,487
Benefits for CBAs	\$75,580	\$19,797	\$5,080	\$8,355	\$3,969	\$112,782
Payroll Taxes	\$13,188	\$3,677	\$1,343	\$1,961	\$671	\$20,841
Workers Compensation Insurance	\$11,293	\$3,149	\$1,150	\$1,679	\$575	\$17,846
Total Direct Labor Related-Costs	\$258,570	\$70,822	\$23,716	\$35,562	\$13,286	\$401,956
Direct Fuel Costs	\$19,115	\$4,642	\$2,202	\$2,269	\$878	\$29,105
Other Direct Costs	\$26,307	\$7,472	\$2,672	\$4,306	\$1,208	\$41,964
Depreciation - Collection Vehicles	\$23,554	\$6,967	\$3,930	\$3,623	\$836	\$38,910
Depreciation - Containers	\$4,046	\$3,304	\$7,401	\$0	\$209	\$14,960
Depreciation for Collection Equipment	\$27,600	\$10,272	\$11,331	\$3,623	\$1,044	\$53,870
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$32,240	\$35,007	\$112,420	\$35,562	\$1,675	\$216,904
Operations	\$7,564	\$4,611	\$5,580	\$5,655	\$342	\$23,752
Vehicle Maintenance	\$14,456	\$8,813	\$10,664	\$10,809	\$653	\$45,395
Container Maintenance	\$4,529	\$5,192	\$14,580	\$4,988	\$241	\$29,529
Total Allocated Indirect Costs excluding Depreciation and Interest	\$58,789	\$53,623	\$143,244	\$57,014	\$2,910	\$315,580
Total Allocated Indirect Depreciation Costs (Form 9)	\$477	\$283	\$291	\$407	\$21	\$1,478
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$390,856	\$147,114	\$183,455	\$103,180	\$19,347	\$843,952
Profit (insert Operating Ratio below)	\$41,029.09	\$15,443	\$19,258	\$10,831	\$2,031	\$88,592
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$431,885	\$162,557	\$202,712	\$114,011	\$21,378	\$932,544
Contractor Pass-Through Costs						
Interest Expense	\$9,013	\$3,354	\$3,700	\$1,183	\$341	\$17,592
Total Contractor Pass-Through Costs	\$9,013	\$3,354	\$3,700	\$1,183	\$341	\$17,592
TOTAL BASE CONTRACTOR'S COMPENSATION	\$440,898	\$165,912	\$206,413	\$115,194	\$21,719	\$950,136

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	45,032	43,511	9,412	197	
2015	43,784	47,593	9,464	179	
2016	44,382	47,853	10,010	197	
Rolling Three-Year Average	44,399	46,319	9,629	191	

D. City of East Palo Alto Allocated Costs - MFD & Commercial

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$158,509	\$44,199	\$16,142	\$23,567	\$8,071	\$250,487
Benefits for CBAs	\$75,580	\$19,797	\$5,080	\$8,355	\$3,969	\$112,782
Payroll Taxes	\$13,188	\$3,677	\$1,343	\$1,961	\$671	\$20,841
Workers Compensation Insurance	\$11,293	\$3,149	\$1,150	\$1,679	\$575	\$17,846
Total Direct Labor Related-Costs	\$258,570	\$70,822	\$23,716	\$35,562	\$13,286	\$401,956
Direct Fuel Costs	\$19,115	\$4,642	\$2,202	\$2,269	\$878	\$29,105
Other Direct Costs	\$26,307	\$7,472	\$2,672	\$4,306	\$1,208	\$41,964
Depreciation - Collection Vehicles	\$23,554	\$6,967	\$3,930	\$3,623	\$836	\$38,910
Depreciation - Containers	\$4,046	\$3,304	\$7,401	\$0	\$209	\$14,960
Depreciation for Collection Equipment	\$27,600	\$10,272	\$11,331	\$3,623	\$1,044	\$53,870
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$32,240	\$35,007	\$112,420	\$35,562	\$1,675	\$216,904
Operations	\$7,564	\$4,611	\$5,580	\$5,655	\$342	\$23,752
Vehicle Maintenance	\$14,456	\$8,813	\$10,664	\$10,809	\$653	\$45,395
Container Maintenance	\$4,529	\$5,192	\$14,580	\$4,988	\$241	\$29,529
Total Allocated Indirect Costs excluding Depreciation and Interest	\$58,789	\$53,623	\$143,244	\$57,014	\$2,910	\$315,580
Total Allocated Indirect Depreciation Costs (Form 9)	\$477	\$283	\$291	\$407	\$21	\$1,478
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$390,856	\$147,114	\$183,455	\$103,180	\$19,347	\$843,952
Profit (insert Operating Ratio below)	\$41,029	\$15,443	\$19,258	\$10,831	\$2,031	\$88,592
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$431,885	\$162,557	\$202,712	\$114,011	\$21,378	\$932,544
Contractor Pass-Through Costs						
Interest Expense	\$9,013	\$3,354	\$3,700	\$1,183	\$341	\$17,592
Total Contractor Pass-Through Costs	\$9,013	\$3,354	\$3,700	\$1,183	\$341	\$17,592
TOTAL BASE CONTRACTOR'S COMPENSATION	\$440,898	\$165,912	\$206,413	\$115,194	\$21,719	\$950,136

D. City of East Palo Alto Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	45,032	43,511	9,412	197	
2015	43,784	47,593	9,464	179	
2016	44,382	47,853	10,010	197	
Prior Year Rolling Three-Year Average	44,399	46,319	9,629	191	
	Lifts	Lifts	Lifts	Hauls	
2014	45,032	43,511	9,412	197	
2015	43,784	47,593	9,464	179	
2016	44,382	47,853	10,010	197	
Current Year Rolling Three-Year Average	44,399	46,319	9,629	191	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$158,509	\$44,199	\$16,142	\$23,567	\$8,071	\$250,487
Benefits for CBAs	\$75,580	\$19,797	\$5,080	\$8,355	\$3,969	\$112,782
Payroll Taxes	\$13,188	\$3,677	\$1,343	\$1,961	\$671	\$20,841
Workers Compensation Insurance	\$11,293	\$3,149	\$1,150	\$1,679	\$575	\$17,846
Total Direct Labor Related-Costs	\$258,570	\$70,822	\$23,716	\$35,562	\$13,286	\$401,956
Direct Fuel Costs	\$19,115	\$4,642	\$2,202	\$2,269	\$878	\$29,105
Other Direct Costs	\$26,307	\$7,472	\$2,672	\$4,306	\$1,208	\$41,964
Depreciation - Collection Vehicles	\$23,554	\$6,967	\$3,930	\$3,623	\$836	\$38,910
Depreciation - Containers	\$4,046	\$3,304	\$7,401	\$0	\$209	\$14,960
Depreciation for Collection Equipment	\$27,600	\$10,272	\$11,331	\$3,623	\$1,044	\$53,870
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$32,240	\$35,007	\$112,420	\$35,562	\$1,675	\$216,904
Operations	\$7,564	\$4,611	\$5,580	\$5,655	\$342	\$23,752
Vehicle Maintenance	\$14,456	\$8,813	\$10,664	\$10,809	\$653	\$45,395
Container Maintenance	\$4,529	\$5,192	\$14,580	\$4,988	\$241	\$29,529
Total Allocated Indirect Costs excluding Depreciation and Interest	\$58,789	\$53,623	\$143,244	\$57,014	\$2,910	\$315,580
Total Allocated Indirect Depreciation Costs (Form 9)	\$477	\$283	\$291	\$407	\$21	\$1,478
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$390,856	\$147,114	\$183,455	\$103,180	\$19,347	\$843,952
Profit (insert Operating Ratio below)	\$41,029	\$15,443	\$19,258	\$10,831	\$2,031	\$88,592
	90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$431,885	\$162,557	\$202,712	\$114,011	\$21,378	\$932,544
Contractor Pass-Through Costs						
Interest Expense	\$9,013	\$3,354	\$3,700	\$1,183	\$341	\$17,592
Total Contractor Pass-Through Costs	\$9,013	\$3,354	\$3,700	\$1,183	\$341	\$17,592
TOTAL BASE CONTRACTOR'S COMPENSATION	\$440,898	\$165,912	\$206,413	\$115,194	\$21,719	\$950,136

D. City of East Palo Alto Allocated Costs - Agency Facilities

Statistics Used for Year 2021 Cost Allocation Only					Totals
City # of Lifts per year	2,548	0	676	4,186	3,224.00
SBWMA # Lifts per year (Accounts for Venues/Events)	242,307	16,744	65,039	94,580	
City # of Lifts per year %	1.1%	0.0%	1.0%	4.4%	
City Total Route Labor hours year	32.83	0.00	3.76	110.91	147.50
SBWMA Total Route Labor hours year	4,706.39	236.00	993.06	5,935.45	36.59
City Total Route Labor hours year	0.7%	0.0%	0.4%	2.5%	
City # of route hours/year	31.77	0.00	3.61	147.50	35.38
SBWMA # of route hours/year	2,599.51	224.16	939.57	5,935.45	
City # of route hours/year %	1.2%	0.0%	0.4%	2.5%	
City # of Containers	7	0	10	4,222	17.00
SBWMA # of Containers	842	256	528	96,806	
City # of Containers %	0.8%	0.0%	1.9%	4.4%	
	22%	0%	3%	75%	

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$236	\$0	\$27	\$796	\$80	\$1,139
Benefits for CBAs	\$110	\$0	\$13	\$372	\$38	\$533
Payroll Taxes	\$20	\$0	\$2	\$66	\$7	\$95
Workers Compensation Insurance	\$17	\$0	\$2	\$57	\$6	\$81
Total Direct Labor Related-Costs	\$382	\$0	\$44	\$1,291	\$130	\$1,848
Direct Fuel Costs	\$49	\$0	\$6	\$164	\$10	\$229
Other Direct Costs	\$92	\$0	\$11	\$310	\$19	\$431
Depreciation - Collection Vehicles	\$195	\$0	\$22	\$658	\$33	\$909
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$195	\$0	\$22	\$658	\$33	\$909
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$473	\$0	\$54	\$1,600	\$631	\$2,758
Operations	\$92	\$0	\$11	\$311	\$18	\$431
Vehicle Maintenance	\$176	\$0	\$20	\$594	\$34	\$824
Container Maintenance (using lifts for Agency Costs)	\$68	\$0	\$8	\$230	\$91	\$396
Total Allocated Indirect Costs excluding Depreciation and Interest	\$809	\$0	\$93	\$2,734	\$774	\$4,409
Total Allocated Indirect Depreciation Costs (Form 9)	\$6	\$0	\$1	\$21	\$1	\$30
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,533	\$0	\$176	\$5,179	\$968	\$7,855
Profit (insert Operating Ratio below)	\$161	\$0	\$18	\$544	\$102	\$825
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$1,694	\$0	\$194	\$5,722	\$1,070	\$8,680
Contractor Pass-Through Costs						
Interest Expense	\$41	\$0	\$5	\$140	\$7	\$193
Total Contractor Pass-Through Costs	\$41	\$0	\$5	\$140	\$7	\$193
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,735	\$0	\$199	\$5,862	\$1,077	\$8,872

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	2,392	52	572	80	
2015	2,496	0	520	103	
2016	2,548	0	676	125	
Rolling Three-Year Average	2,479	17	589	103	

D. City of East Palo Alto Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$236	\$0	\$27	\$796	\$80	\$1,139
Benefits for CBAs	\$110	\$0	\$13	\$372	\$38	\$533
Payroll Taxes	\$20	\$0	\$2	\$66	\$7	\$95
Workers Compensation Insurance	\$17	\$0	\$2	\$57	\$6	\$81
Total Direct Labor Related-Costs	\$382	\$0	\$44	\$1,291	\$130	\$1,848
Direct Fuel Costs	\$49	\$0	\$6	\$164	\$10	\$229
Other Direct Costs	\$92	\$0	\$11	\$310	\$19	\$431
Depreciation - Collection Vehicles	\$195	\$0	\$22	\$658	\$33	\$909
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$195	\$0	\$22	\$658	\$33	\$909
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$473	\$0	\$54	\$1,600	\$631	\$2,758
Operations	\$92	\$0	\$11	\$311	\$18	\$431
Vehicle Maintenance	\$176	\$0	\$20	\$594	\$34	\$824
Container Maintenance (using lifts for Agency Costs)	\$68	\$0	\$8	\$230	\$91	\$396
Total Allocated Indirect Costs excluding Depreciation and Interest	\$809	\$0	\$93	\$2,734	\$774	\$4,409
Total Allocated Indirect Depreciation Costs (Form 9)	\$6	\$0	\$1	\$21	\$1	\$30
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,533	\$0	\$176	\$5,179	\$968	\$7,855
Profit (insert Operating Ratio below)	\$161	\$0	\$18	\$544	\$102	\$825
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$1,694	\$0	\$194	\$5,722	\$1,070	\$8,680
Contractor Pass-Through Costs						
Interest Expense	\$41	\$0	\$5	\$140	\$7	\$193
Total Contractor Pass-Through Costs	\$41	\$0	\$5	\$140	\$7	\$193
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,735	\$0	\$199	\$5,862	\$1,077	\$8,872

D. City of East Palo Alto Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments						
	Lifts	Lifts	Lifts	Lifts	Hauls	
2014	2,392	52	572	572	80	
2015	2,496	0	520	520	103	
2016	2,548	0	676	676	125	
Prior Year Rolling Three-Year Average	2,479	17	589	589	103	
	Lifts	Lifts	Lifts	Lifts	Hauls	
2014	2,392	52	572	572	80	
2015	2,496	0	520	520	103	
2016	2,548	0	676	676	125	
Current Year Rolling Three-Year Average	2,479	17	589	589	103	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	1

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$236	\$0	\$27	\$796	\$80	\$1,139
Benefits for CBAs	\$110	\$0	\$13	\$372	\$38	\$533
Payroll Taxes	\$20	\$0	\$2	\$66	\$7	\$95
Workers Compensation Insurance	\$17	\$0	\$2	\$57	\$6	\$81
Total Direct Labor Related-Costs	\$382	\$0	\$44	\$1,291	\$130	\$1,848
Direct Fuel Costs	\$49	\$0	\$6	\$164	\$10	\$229
Other Direct Costs	\$92	\$0	\$11	\$310	\$19	\$431
Depreciation - Collection Vehicles	\$195	\$0	\$22	\$658	\$33	\$909
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$195	\$0	\$22	\$658	\$33	\$909
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$473	\$0	\$54	\$1,600	\$631	\$2,758
Operations	\$92	\$0	\$11	\$311	\$18	\$431
Vehicle Maintenance	\$176	\$0	\$20	\$594	\$34	\$824
Container Maintenance (using lifts for Agency Costs)	\$68	\$0	\$8	\$230	\$91	\$396
Total Allocated Indirect Costs excluding Depreciation and Interest	\$809	\$0	\$93	\$2,734	\$774	\$4,409
Total Allocated Indirect Depreciation Costs (Form 9)	\$6	\$0	\$1	\$21	\$1	\$30
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,533	\$0	\$176	\$5,179	\$968	\$7,855
Profit (insert Operating Ratio below)	\$161	\$0	\$18	\$544	\$102	\$825
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$1,694	\$0	\$194	\$5,722	\$1,070	\$8,680
Contractor Pass-Through Costs						
Interest Expense	\$41	\$0	\$5	\$140	\$7	\$193
Total Contractor Pass-Through Costs	\$41	\$0	\$5	\$140	\$7	\$193
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,735	\$0	\$199	\$5,862	\$1,077	\$8,872

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. City of Foster City Allocated Costs - SFD

Statistics Used for Year 2021 Cost Allocation Only					Total
City # of accounts	6,760	6,738	5,618	1,907	6,760.00
SBWMA # of accounts	94,580	94,372	90,725	29,504	94,580.00
City # of accounts %	7.1%	7.1%	6.2%	6.5%	7.1%
City Total Route Labor hours year	2,949.75	3,073.43	2,149.07	843.04	9,015.29
SBWMA Total Route Labor hours year	46,232.55	42,856.20	39,114.12	13,045.24	141,248.11
City Total Route Labor hours year %	6.4%	7.2%	5.3%	6.5%	6.4%
City # of route hours/year	2,695.82	2,547.04	1,858.94	843.04	7,944.84
SBWMA # of route hours/year	42,847.89	38,380.04	34,949.16	13,045.24	129,222.33
City Total Route Labor hours year %	6.3%	6.6%	5.3%	6.5%	6.1%
City Total Containers in Service	6,774	6,749	5,640	1,907	21,070.00
SBWMA Total Containers in Service	96,806	96,284	99,941	29,504	322,535.00
City Total Containers in Service %	7.0%	7.0%	5.8%	6.5%	6.3%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$247,450	\$229,033	\$149,418	\$57,975	\$683,876
Benefits for CBAs	\$114,321	\$110,429	\$70,341	\$31,182	\$326,273
Payroll Taxes	\$20,588	\$19,056	\$12,432	\$4,824	\$56,899
Workers Compensation Insurance	<u>\$17,620</u>	<u>\$16,318</u>	<u>\$10,645</u>	<u>\$4,131</u>	<u>\$48,724</u>
Total Direct Labor Related-Costs	\$399,990	\$374,835	\$242,836	\$98,111	\$1,115,772
Direct Fuel Costs	\$25,754	\$27,758	\$18,494	\$2,740	\$74,745
Other Direct Costs	\$33,917	\$36,556	\$24,659	\$4,381	\$99,512
Depreciation - Collection Vehicles	\$38,439	\$38,040	\$29,863	\$2,525	\$108,866
Depreciation - Containers	\$18,785	\$19,388	\$18,730	\$0	\$56,903
Depreciation for Collection Equipment	\$57,224	\$57,427	\$48,593	\$2,525	\$165,769
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$126,779	\$131,600	\$111,334	\$4,718	\$374,431
Operations	\$22,758	\$24,944	\$19,501	\$962	\$68,165
Vehicle Maintenance	\$43,495	\$47,673	\$37,272	\$1,838	\$130,279
Container Maintenance	\$17,837	\$18,567	\$14,581	\$678	<u>\$51,663</u>
Total Allocated Indirect Costs excluding Depreciation and Interest	\$210,869	\$222,784	\$182,688	\$8,196	\$624,537
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,374	\$1,509	\$1,210	\$89	\$4,152
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$729,127	\$720,869	\$518,479	\$116,012	\$2,084,487
Profit (insert Operating Ratio below)	\$76,538	\$75,671	\$54,426	\$12,178	\$218,814
	90.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$805,666	\$796,540	\$572,905	\$128,190	\$2,303,301
Contractor Pass-Through Costs					
Interest Expense	\$14,034	\$14,084	\$11,917	\$619	\$40,655
Total Contractor Pass-Through Costs	\$14,034	\$14,084	\$11,917	\$619	\$40,655
TOTAL BASE CONTRACTOR'S COMPENSATION	\$819,700	\$810,624	\$584,822	\$128,809	\$2,343,955

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Accounts	Accounts	Accounts	
2014	6,747	6,747	6,747	
2015	6,787	6,787	6,787	
2016	6,760	6,760	6,760	
Rolling Three-Year Average	6,765	6,765	6,765	

D. City of Foster City Allocated Costs - SFD

Step 1: Index Based Adjustments				
PY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$247,450	\$229,033	\$149,418	\$57,975	\$683,876
Benefits for CBAs	\$114,321	\$110,429	\$70,341	\$31,182	\$326,273
Payroll Taxes	\$20,588	\$19,056	\$12,432	\$4,824	\$56,899
Workers Compensation Insurance	\$17,630	\$16,318	\$10,645	\$4,131	\$48,724
Total Direct Labor Related-Costs	\$399,990	\$374,835	\$242,836	\$98,111	\$1,115,772
Direct Fuel Costs	\$25,754	\$27,758	\$18,494	\$2,740	\$74,745
Other Direct Costs	\$33,917	\$36,556	\$24,659	\$4,381	\$99,512
Depreciation - Collection Vehicles	\$38,439	\$38,040	\$29,863	\$2,525	\$108,866
Depreciation - Containers	\$18,785	\$19,388	\$18,730	\$0	\$56,903
Depreciation for Collection Equipment	\$57,224	\$57,427	\$48,593	\$2,525	\$165,769
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$126,779	\$131,600	\$111,334	\$4,718	\$374,431
Operations	\$22,758	\$24,944	\$19,501	\$962	\$68,165
Vehicle Maintenance	\$43,495	\$47,673	\$37,272	\$1,838	\$130,279
Container Maintenance	\$17,837	\$18,567	\$14,581	\$678	\$51,663
Total Allocated Indirect Costs excluding Depreciation and Interest	\$210,869	\$222,784	\$182,688	\$8,196	\$624,537
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,374	\$1,509	\$1,210	\$59	\$4,152
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$729,127	\$720,869	\$518,479	\$116,012	\$2,084,487
Profit (insert Operating Ratio below)	\$76,538	\$75,671	\$54,426	\$12,178	\$218,814
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$805,666	\$796,540	\$572,905	\$128,190	\$2,303,301
Contractor Pass-Through Costs					
Interest Expense	\$14,034	\$14,084	\$11,917	\$619	\$40,655
Total Contractor Pass-Through Costs	\$14,034	\$14,084	\$11,917	\$619	\$40,655
TOTAL BASE CONTRACTOR'S COMPENSATION	\$819,700	\$810,624	\$584,822	\$128,809	\$2,343,955

D. City of Foster City Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	6,747	6,747	6,747	
2015	6,787	6,787	6,787	
2016	6,760	6,760	6,760	
Prior Year Rolling Three-Year Average	6,765	6,765	6,765	
	Accounts	Accounts	Accounts	
2014	6,747	6,747	6,747	
2015	6,787	6,787	6,787	
2016	6,760	6,760	6,760	
Current Year Rolling Three-Year Average	6,765	6,765	6,765	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$247,450	\$229,033	\$149,418	\$57,975	\$683,876
Benefits for CBAs	\$114,321	\$110,429	\$70,341	\$31,182	\$326,273
Payroll Taxes	\$20,588	\$19,056	\$12,432	\$4,824	\$56,899
Workers Compensation Insurance	\$17,630	\$16,318	\$10,645	\$4,131	\$48,724
Total Direct Labor Related-Costs	\$399,990	\$374,835	\$242,836	\$98,111	\$1,115,772
Direct Fuel Costs	\$25,754	\$27,758	\$18,494	\$2,740	\$74,745
Other Direct Costs	\$33,917	\$36,556	\$24,659	\$4,381	\$99,512
Depreciation - Collection Vehicles	\$38,439	\$38,040	\$29,863	\$2,525	\$108,866
Depreciation - Containers	\$18,785	\$19,388	\$18,730	\$0	\$56,903
Depreciation for Collection Equipment	\$57,224	\$57,427	\$48,593	\$2,525	\$165,769
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$126,779	\$131,600	\$111,334	\$4,718	\$374,431
Operations	\$22,758	\$24,944	\$19,501	\$962	\$68,165
Vehicle Maintenance	\$43,495	\$47,673	\$37,272	\$1,838	\$130,279
Container Maintenance	\$17,837	\$18,567	\$14,581	\$678	\$51,663
Total Allocated Indirect Costs excluding Depreciation and Interest	\$210,869	\$222,784	\$182,688	\$8,196	\$624,537
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,374	\$1,509	\$1,210	\$59	\$4,152
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$729,127	\$720,869	\$518,479	\$116,012	\$2,084,487
Profit (insert Operating Ratio below)	\$76,538	\$75,671	\$54,426	\$12,178	\$218,814
	90.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$805,666	\$796,540	\$572,905	\$128,190	\$2,303,301
Contractor Pass-Through Costs					
Interest Expense	\$14,034	\$14,084	\$11,917	\$619	\$40,655
Total Contractor Pass-Through Costs	\$14,034	\$14,084	\$11,917	\$619	\$40,655
TOTAL BASE CONTRACTOR'S COMPENSATION	\$819,700	\$810,624	\$584,822	\$128,809	\$2,343,955

D. City of Foster City Allocated Costs - MFD & Commercial

Statistics Used for Year 2021 Cost Allocation Only						Total
City # of Accounts	524	533	76	18	1,907	1,151.00
SBWMA # Accounts	10,332	10,210	1,712	195	29,504	22,449.00
City # of Accounts %	5.1%	5.2%	4.4%	9.2%	6.5%	5.1%
City Total Route Labor hours year	2,408.95	1,680.39	480.82	389.21	843.04	4,959.37
SBWMA Total Route Labor hours year	47,871.85	27,111.92	6,356.65	6,167.11	13,045.24	87,507.53
City Total Route Labor hours year %	5.0%	6.2%	7.6%	6.3%	6.5%	5.7%
City # of route hours/year	1,760.52	1,577.64	456.69	389.21	843.04	4,184.06
SBWMA # of route hours/year	31,307.08	25,241.12	6,046.06	6,167.11	13,045.24	68,761.37
City # of route hours/year %	5.6%	6.3%	7.6%	6.3%	6.5%	6.1%
City Total Containers in Service	767	1,235	126	40	1,907	2,168.00
SBWMA Total Containers in Service	17,258.00	19,703.00	2,059.00	333.00	29,504.00	39,353.00
City Total Containers in Service %	4.4%	6.3%	6.1%	12.0%	6.5%	5.5%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$255,744	\$125,268	\$53,121	\$30,992	\$9,345	\$474,470
Benefits for CBAs	\$121,944	\$56,109	\$16,718	\$10,987	\$4,596	\$210,355
Payroll Taxes	\$21,278	\$10,422	\$4,420	\$2,579	\$777	\$39,476
Workers Compensation Insurance	\$18,221	\$8,925	\$3,785	\$2,208	\$666	\$33,805
Total Direct Labor Related-Costs	\$417,187	\$200,724	\$78,044	\$46,766	\$15,384	\$758,105
Direct Fuel Costs	\$27,269	\$12,773	\$7,134	\$2,984	\$1,016	\$51,177
Other Direct Costs	\$37,530	\$20,562	\$8,655	\$5,662	\$1,399	\$73,807
Depreciation - Collection Vehicles	\$33,603	\$19,173	\$12,731	\$4,765	\$968	\$71,239
Depreciation - Containers	\$5,368	\$5,708	\$5,239	\$0	\$241	\$16,557
Depreciation for Collection Equipment	\$38,971	\$24,881	\$17,970	\$4,765	\$1,209	\$87,795
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$47,722	\$51,974	\$52,097	\$53,343	\$1,940	\$207,076
Operations	\$10,790	\$12,690	\$18,077	\$7,437	\$395	\$49,389
Vehicle Maintenance	\$20,623	\$24,253	\$34,549	\$14,214	\$756	\$94,395
Container Maintenance	\$6,010	\$8,968	\$10,320	\$9,976	\$279	\$35,553
Total Allocated Indirect Costs excluding Depreciation and Interest	\$85,146	\$97,885	\$115,043	\$84,970	\$3,370	\$386,413
Total Allocated Indirect Depreciation Costs (Form 9)	\$680	\$779	\$942	\$535	\$24	\$2,960
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$606,783	\$357,604	\$227,787	\$145,682	\$22,402	\$1,360,258
Profit (insert Operating Ratio below)	\$63,695.41	\$37,539	\$23,911	\$15,293	\$2,352	\$142,789
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$670,478	\$395,143	\$251,698	\$160,975	\$24,753	\$1,503,047
Contractor Pass-Through Costs						
Interest Expense	\$12,888	\$8,228	\$5,943	\$1,576	\$400	\$29,034
Total Contractor Pass-Through Costs	\$12,888	\$8,228	\$5,943	\$1,576	\$400	\$29,034
TOTAL BASE CONTRACTOR'S COMPENSATION	\$683,366	\$403,371	\$257,641	\$162,551	\$25,153	\$1,532,081

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Lifts	Lifts	Lifts	Hauls
2014	79,404	93,925	12,428	395
2015	78,533	98,761	14,833	431
2016	77,493	101,881	17,030	318
Rolling Three-Year Average	78,477	98,189	14,764	381

D. City of Foster City Allocated Costs - MFD & Commercial

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$255,744	\$125,268	\$53,121	\$30,992	\$9,345	\$474,470
Benefits for CBAs	\$121,944	\$56,109	\$16,718	\$10,987	\$4,596	\$210,355
Payroll Taxes	\$21,278	\$10,422	\$4,420	\$2,579	\$777	\$39,476
Workers Compensation Insurance	\$18,221	\$8,925	\$3,285	\$2,208	\$666	\$33,805
Total Direct Labor Related-Costs	\$417,187	\$200,724	\$78,044	\$46,766	\$15,384	\$758,105
Direct Fuel Costs	\$27,269	\$12,773	\$7,134	\$2,984	\$1,016	\$51,177
Other Direct Costs	\$37,530	\$20,562	\$8,655	\$5,662	\$1,399	\$73,807
Depreciation - Collection Vehicles	\$33,603	\$19,173	\$12,731	\$4,765	\$968	\$71,239
Depreciation - Containers	\$5,368	\$5,708	\$5,239	\$0	\$241	\$16,557
Depreciation for Collection Equipment	\$38,971	\$24,881	\$17,970	\$4,765	\$1,209	\$87,795
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$47,722	\$51,974	\$52,097	\$53,343	\$1,940	\$207,076
Operations	\$10,790	\$12,690	\$18,077	\$7,437	\$395	\$49,389
Vehicle Maintenance	\$20,623	\$24,253	\$34,549	\$14,214	\$756	\$94,395
Container Maintenance	\$6,010	\$8,968	\$10,320	\$9,976	\$279	\$35,553
Total Allocated Indirect Costs excluding Depreciation and Interest	\$85,146	\$97,885	\$115,043	\$84,970	\$3,370	\$386,413
Total Allocated Indirect Depreciation Costs (Form 9)	\$680	\$779	\$942	\$535	\$24	\$2,960
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$606,783	\$357,604	\$227,787	\$145,682	\$22,402	\$1,360,258
Profit (insert Operating Ratio below)	\$63,695	\$37,539	\$23,911	\$15,293	\$2,352	\$142,789
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$670,478	\$395,143	\$251,698	\$160,975	\$24,753	\$1,503,047
Contractor Pass-Through Costs						
Interest Expense	\$12,888	\$8,228	\$5,943	\$1,576	\$400	\$29,034
Total Contractor Pass-Through Costs	\$12,888	\$8,228	\$5,943	\$1,576	\$400	\$29,034
TOTAL BASE CONTRACTOR'S COMPENSATION	\$683,366	\$403,371	\$257,641	\$162,551	\$25,153	\$1,532,081

D. City of Foster City Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	79,404	93,925	12,428	395	
2015	78,533	98,761	14,833	431	
2016	77,493	101,881	17,030	318	
Prior Year Rolling Three-Year Average	78,477	98,189	14,764	381	
	Lifts	Lifts	Lifts	Hauls	
2014	79,404	93,925	12,428	395	
2015	78,533	98,761	14,833	431	
2016	77,493	101,881	17,030	318	
Current Year Rolling Three-Year Average	78,477	98,189	14,764	381	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$255,744	\$125,268	\$53,121	\$30,992	\$9,345	\$474,470
Benefits for CBAs	\$121,944	\$56,109	\$16,718	\$10,987	\$4,596	\$210,355
Payroll Taxes	\$21,278	\$10,422	\$4,420	\$2,579	\$777	\$39,476
Workers Compensation Insurance	\$18,221	\$8,925	\$3,785	\$2,208	\$666	\$33,805
Total Direct Labor Related-Costs	\$417,187	\$200,724	\$78,044	\$46,766	\$15,384	\$758,105
Direct Fuel Costs	\$27,269	\$12,773	\$7,134	\$2,984	\$1,016	\$51,177
Other Direct Costs	\$37,530	\$20,562	\$8,655	\$5,662	\$1,399	\$73,807
Depreciation - Collection Vehicles	\$33,603	\$19,173	\$12,731	\$4,765	\$968	\$71,239
Depreciation - Containers	\$5,368	\$5,708	\$5,239	\$0	\$241	\$16,557
Depreciation for Collection Equipment	\$38,971	\$24,881	\$17,970	\$4,765	\$1,209	\$87,795
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$47,722	\$51,974	\$52,097	\$53,343	\$1,940	\$207,076
Operations	\$10,790	\$12,690	\$18,077	\$7,437	\$395	\$49,389
Vehicle Maintenance	\$20,623	\$24,253	\$34,549	\$14,214	\$756	\$94,395
Container Maintenance	\$6,010	\$8,968	\$10,320	\$9,976	\$279	\$35,553
Total Allocated Indirect Costs excluding Depreciation and Interest	\$85,146	\$97,885	\$115,043	\$84,970	\$3,370	\$386,413
Total Allocated Indirect Depreciation Costs (Form 9)	\$680	\$779	\$942	\$535	\$24	\$2,960
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$606,783	\$357,604	\$227,787	\$145,682	\$22,402	\$1,360,258
Profit (insert Operating Ratio below)	\$63,695	\$37,539	\$23,911	\$15,293	\$2,352	\$142,789
	90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$670,478	\$395,143	\$251,698	\$160,975	\$24,753	\$1,503,047
Contractor Pass-Through Costs						
Interest Expense	\$12,888	\$8,228	\$5,943	\$1,576	\$400	\$29,034
Total Contractor Pass-Through Costs	\$12,888	\$8,228	\$5,943	\$1,576	\$400	\$29,034
TOTAL BASE CONTRACTOR'S COMPENSATION	\$683,366	\$403,371	\$257,641	\$162,551	\$25,153	\$1,532,081

D. City of Foster City Allocated Costs - Agency Facilities

Statistics Used for Year 2021 Cost Allocation Only						Totals
City # of Lifts per year	1,924	416	936		6,760	3,276.00
SBWMA # Lifts per year (Accounts for Venues/Events)	242,307	16,744	65,039		94,580	
City # of Lifts per year %	0.8%	2.5%	1.4%		7.1%	
City Total Route Labor hours year	87.13	9.91	56.15	131.80	284.99	153.19
SBWMA Total Route Labor hours year	4,706.39	236.00	993.06		5,935.45	
City Total Route Labor hours year	1.9%	4.2%	5.7%		4.8%	
City # of route hours/year	82.28	9.32	53.42		284.99	145.02
SBWMA # of route hours/year	2,599.51	224.16	939.57		5,935.45	
City # of route hours/year %	3.2%	4.2%	5.7%		4.8%	
City # of Containers	12	6	14		6,774	32.00
SBWMA # of Containers	842	256	528		96,806	
City # of Containers %	1.4%	2.3%	2.7%		7.0%	
	31%	3%	20%	46%		

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$1,887	\$215	\$1,216	\$2,854	\$337	\$6,509
Benefits for CBAs	\$882	\$100	\$568	\$1,334	\$157	\$3,043
Payroll Taxes	\$157	\$18	\$101	\$237	\$28	\$542
Workers Compensation Insurance	\$134	\$15	\$87	\$203	\$24	\$464
Total Direct Labor Related-Costs	\$3,061	\$348	\$1,972	\$4,630	\$546	\$10,557
Direct Fuel Costs	\$304	\$35	\$196	\$460	\$43	\$1,036
Other Direct Costs	\$573	\$65	\$369	\$867	\$81	\$1,955
Depreciation - Collection Vehicles	\$1,209	\$138	\$779	\$1,829	\$139	\$4,094
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$1,209	\$138	\$779	\$1,829	\$139	\$4,094
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$854	\$97	\$551	\$1,292	\$1,019	\$3,813
Operations	\$573	\$65	\$369	\$866	\$75	\$1,948
Vehicle Maintenance	\$1,094	\$124	\$705	\$1,655	\$143	\$3,723
Container Maintenance (using lifts for Agency Costs)	\$123	\$14	\$79	\$186	\$146	\$548
Total Allocated Indirect Costs excluding Depreciation and Interest	\$2,644	\$301	\$1,704	\$4,000	\$1,384	\$10,032
Total Allocated Indirect Depreciation Costs (Form 9)	\$39	\$4	\$25	\$60	\$5	\$134
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$7,830	\$891	\$5,046	\$11,844	\$2,197	\$27,808
Profit (insert Operating Ratio below)	\$822	\$93	\$530	\$1,243	\$231	\$2,919
	90.5%					
Total Operating Costs before Pass-Through Cost Allocation	\$8,652	\$984	\$5,576	\$13,087	\$2,428	\$30,727
Contractor Pass-Through Costs						
Interest Expense	\$256	\$29	\$165	\$388	\$30	\$868
Total Contractor Pass-Through Costs	\$256	\$29	\$165	\$388	\$30	\$868
TOTAL BASE CONTRACTOR'S COMPENSATION	\$8,908	\$1,013	\$5,741	\$13,475	\$2,457	\$31,595

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	1,807	403	923	124	
2015	2,067	455	1,079	122	
2016	1,924	416	936	120	
Rolling Three-Year Average	1,933	425	979	122	

D. City of Foster City Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$1,887	\$215	\$1,216	\$2,854	\$337	\$6,509
Benefits for CBAs	\$882	\$100	\$568	\$1,334	\$157	\$3,043
Payroll Taxes	\$157	\$18	\$101	\$237	\$28	\$542
Workers Compensation Insurance	\$134	\$15	\$87	\$203	\$24	\$464
Total Direct Labor Related-Costs	\$3,061	\$348	\$1,972	\$4,630	\$546	\$10,557
Direct Fuel Costs	\$304	\$35	\$196	\$460	\$43	\$1,036
Other Direct Costs	\$573	\$65	\$369	\$867	\$81	\$1,955
Depreciation - Collection Vehicles	\$1,209	\$138	\$779	\$1,829	\$139	\$4,094
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$1,209	\$138	\$779	\$1,829	\$139	\$4,094
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$854	\$97	\$551	\$1,292	\$1,019	\$3,813
Operations	\$573	\$65	\$369	\$866	\$75	\$1,948
Vehicle Maintenance	\$1,094	\$124	\$705	\$1,655	\$143	\$3,723
Container Maintenance (using lifts for Agency Costs)	\$123	\$14	\$79	\$186	\$146	\$548
Total Allocated Indirect Costs excluding Depreciation and Interest	\$2,644	\$301	\$1,704	\$4,000	\$1,384	\$10,032
Total Allocated Indirect Depreciation Costs (Form 9)	\$39	\$4	\$25	\$60	\$5	\$134
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$7,830	\$891	\$5,046	\$11,844	\$2,197	\$27,808
Profit (insert Operating Ratio below)	\$822	\$93	\$530	\$1,243	\$231	\$2,919
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$8,652	\$984	\$5,576	\$13,087	\$2,428	\$30,727
Contractor Pass-Through Costs						
Interest Expense	\$256	\$29	\$165	\$388	\$30	\$868
Total Contractor Pass-Through Costs	\$256	\$29	\$165	\$388	\$30	\$868
TOTAL BASE CONTRACTOR'S COMPENSATION	\$8,908	\$1,013	\$5,741	\$13,475	\$2,457	\$31,595

D. City of Foster City Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments						
	Lifts	Lifts	Lifts	Hauls		
2014	1,807	403	923	124		
2015	2,067	455	1,079	122		
2016	1,924	416	936	120		
Prior Year Rolling Three-Year Average	1,933	425	979	122		
	Lifts	Lifts	Lifts	Hauls		
2014	1,807	403	923	124		
2015	2,067	455	1,079	122		
2016	1,924	416	936	120		
Current Year Rolling Three-Year Average	1,933	425	979	122		
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%		1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%		1

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$1,887	\$215	\$1,216	\$2,854	\$337	\$6,509
Benefits for CBAs	\$882	\$100	\$568	\$1,334	\$157	\$3,043
Payroll Taxes	\$157	\$18	\$101	\$237	\$28	\$542
Workers Compensation Insurance	\$134	\$15	\$87	\$203	\$24	\$464
Total Direct Labor Related-Costs	\$3,061	\$348	\$1,972	\$4,630	\$546	\$10,557
Direct Fuel Costs	\$304	\$35	\$196	\$460	\$43	\$1,036
Other Direct Costs	\$573	\$65	\$369	\$867	\$81	\$1,955
Depreciation - Collection Vehicles	\$1,209	\$138	\$779	\$1,829	\$139	\$4,094
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$1,209	\$138	\$779	\$1,829	\$139	\$4,094
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$854	\$97	\$551	\$1,292	\$1,019	\$3,813
Operations	\$573	\$65	\$369	\$866	\$75	\$1,948
Vehicle Maintenance	\$1,094	\$124	\$705	\$1,655	\$143	\$3,723
Container Maintenance (using lifts for Agency Costs)	\$123	\$14	\$79	\$186	\$146	\$548
Total Allocated Indirect Costs excluding Depreciation and Interest	\$2,644	\$301	\$1,704	\$4,000	\$1,384	\$10,032
Total Allocated Indirect Depreciation Costs (Form 9)	\$39	\$4	\$25	\$60	\$5	\$134
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$7,830	\$891	\$5,046	\$11,844	\$2,197	\$27,808
Profit (insert Operating Ratio below)	\$822	\$93	\$530	\$1,243	\$231	\$2,919
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$8,652	\$984	\$5,576	\$13,087	\$2,428	\$30,727
Contractor Pass-Through Costs						
Interest Expense	\$256	\$29	\$165	\$388	\$30	\$868
Total Contractor Pass-Through Costs	\$256	\$29	\$165	\$388	\$30	\$868
TOTAL BASE CONTRACTOR'S COMPENSATION	\$8,908	\$1,013	\$5,741	\$13,475	\$2,457	\$31,595

D. Town of Hillsborough Allocated Costs - SFD

Statistics Used for Year 2021 Cost Allocation Only					Total
City # of accounts	3,671	3,631	3,588	792	3,671.00
SBWMA # of accounts	94,580	94,372	90,725	29,504	94,580.00
City # of accounts %	3.9%	3.8%	4.0%	2.7%	3.9%
City Total Route Labor hours year	2,511.18	2,485.23	2,607.63	350.35	7,954.39
SBWMA Total Route Labor hours year	46,232.55	42,856.20	39,114.12	13,045.24	141,248.11
City Total Route Labor hours year %	5.4%	5.8%	6.7%	2.7%	5.6%
City # of route hours/year	2,368.54	2,187.72	2,402.41	350.35	7,309.02
SBWMA # of route hours/year	42,847.89	38,380.04	34,949.16	13,045.24	129,222.33
City Total Route Labor hours year %	5.3%	5.7%	6.9%	2.7%	5.7%
City Total Containers in Service	3,809	3,763	4,519	792	12,883.00
SBWMA Total Containers in Service	96,806	96,284	99,941	29,504	322,535.00
City Total Containers in Service %	3.9%	3.9%	4.5%	2.7%	4.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$210,659	\$185,200	\$181,300	\$24,093	\$601,253
Benefits for CBAs	\$97,324	\$89,295	\$85,350	\$12,959	\$284,927
Payroll Taxes	\$17,527	\$15,409	\$15,084	\$2,005	\$50,024
Workers Compensation Insurance	\$15,009	\$13,195	\$12,917	\$1,717	\$42,837
Total Direct Labor Related-Costs	\$340,519	\$303,098	\$294,651	\$40,773	\$979,041
Direct Fuel Costs	\$22,627	\$23,842	\$23,900	\$1,138	\$71,508
Other Direct Costs	\$29,799	\$31,399	\$31,868	\$1,821	\$94,886
Depreciation - Collection Vehicles	\$33,772	\$32,673	\$38,593	\$1,049	\$106,088
Depreciation - Containers	\$10,563	\$10,810	\$15,008	\$0	\$36,380
Depreciation for Collection Equipment	\$44,335	\$43,483	\$53,601	\$1,049	\$142,468
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$68,847	\$70,917	\$71,105	\$1,959	\$212,828
Operations	\$19,995	\$21,425	\$25,203	\$400	\$67,022
Vehicle Maintenance	\$38,215	\$40,948	\$48,168	\$764	\$128,095
Container Maintenance	\$10,030	\$10,352	\$11,683	\$282	\$32,346
Total Allocated Indirect Costs excluding Depreciation and Interest	\$137,087	\$143,642	\$156,159	\$3,405	\$440,292
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,207	\$1,297	\$1,564	\$24	\$4,092
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$575,574	\$546,760	\$561,742	\$48,211	\$1,732,287
Profit (insert Operating Ratio below)	\$60,419	\$57,395	\$58,967	\$5,061	\$181,842
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$635,993	\$604,155	\$620,709	\$53,272	\$1,914,129
Contractor Pass-Through Costs					
Interest Expense	\$10,873	\$10,664	\$13,145	\$257	\$34,940
Total Contractor Pass-Through Costs	\$10,873	\$10,664	\$13,145	\$257	\$34,940
TOTAL BASE CONTRACTOR'S COMPENSATION	\$646,867	\$614,819	\$633,855	\$53,529	\$1,949,069

Service Level Statistics Used for Future Service Level Cost Adjustments			
	Accounts	Accounts	Accounts
2014	3,646	3,646	3,646
2015	3,664	3,664	3,664
2016	3,671	3,671	3,671
Rolling Three-Year Average	3,660	3,660	3,660

D. Town of Hillsborough Allocated Costs - SFD

Step 1: Index Based Adjustments				
PY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$210,659	\$185,200	\$181,300	\$24,093	\$601,253
Benefits for CBAs	\$97,324	\$89,295	\$85,350	\$12,959	\$284,927
Payroll Taxes	\$17,527	\$15,409	\$15,084	\$2,005	\$50,024
Workers Compensation Insurance	\$15,009	\$13,195	\$12,917	\$1,217	\$42,837
Total Direct Labor Related-Costs	\$340,519	\$303,098	\$294,651	\$40,773	\$979,041
Direct Fuel Costs	\$22,627	\$23,842	\$23,900	\$1,138	\$71,508
Other Direct Costs	\$29,799	\$31,399	\$31,868	\$1,821	\$94,886
Depreciation - Collection Vehicles	\$33,772	\$32,673	\$38,593	\$1,049	\$106,088
Depreciation - Containers	\$10,563	\$10,810	\$15,008	\$0	\$36,380
Depreciation for Collection Equipment	\$44,335	\$43,483	\$53,601	\$1,049	\$142,468
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$68,847	\$70,917	\$71,105	\$1,959	\$212,828
Operations	\$19,995	\$21,425	\$25,203	\$400	\$67,022
Vehicle Maintenance	\$38,215	\$40,948	\$48,168	\$764	\$128,095
Container Maintenance	\$10,030	\$10,352	\$11,683	\$282	\$32,346
Total Allocated Indirect Costs excluding Depreciation and Interest	\$137,087	\$143,642	\$156,159	\$3,405	\$440,292
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,207	\$1,297	\$1,564	\$24	\$4,092
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$575,574	\$546,760	\$561,742	\$48,211	\$1,732,287
Profit (insert Operating Ratio below)	\$60,419	\$57,395	\$58,967	\$5,061	\$181,842
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$635,993	\$604,155	\$620,709	\$53,272	\$1,914,129
Contractor Pass-Through Costs					
Interest Expense	\$10,873	\$10,664	\$13,145	\$257	\$34,940
Total Contractor Pass-Through Costs	\$10,873	\$10,664	\$13,145	\$257	\$34,940
TOTAL BASE CONTRACTOR'S COMPENSATION	\$646,867	\$614,819	\$633,855	\$53,529	\$1,949,069

D. Town of Hillsborough Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	3,646	3,646	3,646	
2015	3,664	3,664	3,664	
2016	3,671	3,671	3,671	
Prior Year Rolling Three-Year Average	3,660	3,660	3,660	
	Accounts	Accounts	Accounts	
2014	3,646	3,646	3,646	
2015	3,664	3,664	3,664	
2016	3,671	3,671	3,671	
Current Year Rolling Three-Year Average	3,660	3,660	3,660	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	I
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	I

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$210,659	\$185,200	\$181,300	\$24,093	\$601,253
Benefits for CBAs	\$97,324	\$89,295	\$85,350	\$12,959	\$284,927
Payroll Taxes	\$17,527	\$15,409	\$15,084	\$2,005	\$50,024
Workers Compensation Insurance	\$15,009	\$13,195	\$12,917	\$1,717	\$42,837
Total Direct Labor Related-Costs	\$340,519	\$303,098	\$294,651	\$40,773	\$979,041
Direct Fuel Costs	\$22,627	\$23,842	\$23,900	\$1,138	\$71,508
Other Direct Costs	\$29,799	\$31,399	\$31,868	\$1,821	\$94,886
Depreciation - Collection Vehicles	\$33,772	\$32,673	\$38,593	\$1,049	\$106,088
Depreciation - Containers	\$10,563	\$10,810	\$15,008	\$0	\$36,380
Depreciation for Collection Equipment	\$44,335	\$43,483	\$53,601	\$1,049	\$142,468
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$68,847	\$70,917	\$71,105	\$1,959	\$212,828
Operations	\$19,995	\$21,425	\$25,203	\$400	\$67,022
Vehicle Maintenance	\$38,215	\$40,948	\$48,168	\$764	\$128,095
Container Maintenance	\$10,030	\$10,352	\$11,683	\$282	\$32,346
Total Allocated Indirect Costs excluding Depreciation and Interest	\$137,087	\$143,642	\$156,159	\$3,405	\$440,292
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,207	\$1,297	\$1,564	\$24	\$4,092
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$575,574	\$546,760	\$561,742	\$48,211	\$1,732,287
Profit (insert Operating Ratio below)	\$60,419	\$57,395	\$58,967	\$5,061	\$181,842
	90.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$635,993	\$604,155	\$620,709	\$53,272	\$1,914,129
Contractor Pass-Through Costs					
Interest Expense	\$10,873	\$10,664	\$13,145	\$257	\$34,940
Total Contractor Pass-Through Costs	\$10,873	\$10,664	\$13,145	\$257	\$34,940
TOTAL BASE CONTRACTOR'S COMPENSATION	\$646,867	\$614,819	\$633,855	\$53,529	\$1,949,069

D. Town of Hillsborough Allocated Costs - MFD & Commercial

Statistics Used for Year 2021 Cost Allocation Only						Total
City # of Accounts	6	9	6	0	792	21.00
SBWMA # Accounts	10,332.00	10,210.00	1,712.00	195.00	29,504.00	22,449.00
City # of Accounts %	0.1%	0.1%	0.4%	0.0%	2.7%	0.1%
City Total Route Labor hours year	50.25	13.56	69.74	-	350.35	133.55
SBWMA Total Route Labor hours year	47,871.85	27,111.92	6,356.65	6,167.11	13,045.24	87,507.53
City Total Route Labor hours year %	0.1%	0.1%	1.1%	0.0%	2.7%	0.2%
City # of route hours/year	40.79	13.20	67.21	-	350.35	121.20
SBWMA # of route hours/year	31,307.08	25,241.12	6,046.06	6,167.11	13,045.24	68,761.37
City # of route hours/year %	0.1%	0.1%	1.1%	0.0%	2.7%	0.2%
City Total Containers in Service	9	27	9	0	792	45.00
SBWMA Total Containers in Service	17,258.00	19,703.00	2,059.00	333.00	29,504.00	39,353.00
City Total Containers in Service %	0.1%	0.1%	0.4%	0.0%	2.7%	0.1%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$5,335	\$1,011	\$7,705	\$0	\$3,884	\$17,934
Benefits for CBAs	\$2,544	\$453	\$2,425	\$0	\$1,910	\$7,331
Payroll Taxes	\$444	\$84	\$641	\$0	\$323	\$1,492
Workers Compensation Insurance	\$380	\$72	\$549	\$0	\$277	\$1,278
Total Direct Labor Related-Costs	\$8,702	\$1,620	\$11,320	\$0	\$6,393	\$28,035
Direct Fuel Costs	\$632	\$107	\$1,050	\$0	\$422	\$2,211
Other Direct Costs	\$870	\$172	\$1,274	\$0	\$581	\$2,897
Depreciation - Collection Vehicles	\$779	\$160	\$1,874	\$0	\$402	\$3,215
Depreciation - Containers	\$63	\$125	\$374	\$0	\$100	\$662
Depreciation for Collection Equipment	\$842	\$285	\$2,248	\$0	\$502	\$3,877
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$546	\$878	\$4,113	\$0	\$806	\$6,342
Operations	\$250	\$106	\$2,660	\$0	\$164	\$3,181
Vehicle Maintenance	\$478	\$203	\$5,084	\$0	\$314	\$6,079
Container Maintenance	\$71	\$196	\$737	\$0	\$116	\$1,120
Total Allocated Indirect Costs excluding Depreciation and Interest	\$1,345	\$1,383	\$12,595	\$0	\$1,400	\$16,722
Total Allocated Indirect Depreciation Costs (Form 9)	\$16	\$7	\$139	\$0	\$10	\$171
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$12,406	\$3,573	\$28,625	\$0	\$9,309	\$53,913
Profit (insert Operating Ratio below)	\$1,302.27	\$375	\$3,005	\$0	\$977	\$5,659
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$13,708	\$3,948	\$31,629	\$0	\$10,286	\$59,572
Contractor Pass-Through Costs						
Interest Expense	\$270	\$91	\$721	\$0	\$161	\$1,243
Total Contractor Pass-Through Costs	\$270	\$91	\$721	\$0	\$161	\$1,243
TOTAL BASE CONTRACTOR'S COMPENSATION	\$13,978	\$4,040	\$32,350	\$0	\$10,447	\$60,815

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	988	2,028	988	0	
2015	988	1,820	884	0	
2016	988	1,820	884	6	
Rolling Three-Year Average	988	1,889	919	2	

D. Town of Hillsborough Allocated Costs - MFD & Commercial

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$5,335	\$1,011	\$7,705	\$0	\$3,884	\$17,934
Benefits for CBAs	\$2,544	\$453	\$2,425	\$0	\$1,910	\$7,331
Payroll Taxes	\$444	\$84	\$641	\$0	\$323	\$1,492
Workers Compensation Insurance	\$380	\$72	\$549	\$0	\$277	\$1,278
Total Direct Labor Related-Costs	\$8,702	\$1,620	\$11,320	\$0	\$6,393	\$28,035
Direct Fuel Costs	\$632	\$107	\$1,050	\$0	\$422	\$2,211
Other Direct Costs	\$870	\$172	\$1,274	\$0	\$581	\$2,897
Depreciation - Collection Vehicles	\$779	\$160	\$1,874	\$0	\$402	\$3,215
Depreciation - Containers	\$63	\$125	\$374	\$0	\$100	\$662
Depreciation for Collection Equipment	\$842	\$285	\$2,248	\$0	\$502	\$3,877
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$546	\$878	\$4,113	\$0	\$806	\$6,342
Operations	\$250	\$106	\$2,660	\$0	\$164	\$3,181
Vehicle Maintenance	\$478	\$203	\$5,084	\$0	\$314	\$6,079
Container Maintenance	\$71	\$196	\$737	\$0	\$116	\$1,120
Total Allocated Indirect Costs excluding Depreciation and Interest	\$1,345	\$1,383	\$12,595	\$0	\$1,400	\$16,722
Total Allocated Indirect Depreciation Costs (Form 9)	\$16	\$7	\$139	\$0	\$10	\$171
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$12,406	\$3,573	\$28,625	\$0	\$9,309	\$53,913
Profit (insert Operating Ratio below)	\$1,302	\$375	\$3,005	\$0	\$977	\$5,659
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$13,708	\$3,948	\$31,629	\$0	\$10,286	\$59,572
Contractor Pass-Through Costs						
Interest Expense	\$270	\$91	\$721	\$0	\$161	\$1,243
Total Contractor Pass-Through Costs	\$270	\$91	\$721	\$0	\$161	\$1,243
TOTAL BASE CONTRACTOR'S COMPENSATION	\$13,978	\$4,040	\$32,350	\$0	\$10,447	\$60,815

D. Town of Hillsborough Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	988	2,028	988	0	
2015	988	1,820	884	0	
2016	988	1,820	884	6	
Prior Year Rolling Three-Year Average	988	1,889	919	2	
	Lifts	Lifts	Lifts	Hauls	
2014	988	2,028	988	0	
2015	988	1,820	884	0	
2016	988	1,820	884	6	
Current Year Rolling Three-Year Average	988	1,889	919	2	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$5,335	\$1,011	\$7,705	\$0	\$3,884	\$17,934
Benefits for CBAs	\$2,544	\$453	\$2,425	\$0	\$1,910	\$7,331
Payroll Taxes	\$444	\$84	\$641	\$0	\$323	\$1,492
Workers Compensation Insurance	\$380	\$72	\$549	\$0	\$277	\$1,278
Total Direct Labor Related-Costs	\$8,702	\$1,620	\$11,320	\$0	\$6,393	\$28,035
Direct Fuel Costs	\$632	\$107	\$1,050	\$0	\$422	\$2,211
Other Direct Costs	\$870	\$172	\$1,274	\$0	\$581	\$2,897
Depreciation - Collection Vehicles	\$779	\$160	\$1,874	\$0	\$402	\$3,215
Depreciation - Containers	\$63	\$125	\$374	\$0	\$100	\$662
Depreciation for Collection Equipment	\$842	\$285	\$2,248	\$0	\$502	\$3,877
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$546	\$878	\$4,113	\$0	\$806	\$6,342
Operations	\$250	\$106	\$2,660	\$0	\$164	\$3,181
Vehicle Maintenance	\$478	\$203	\$5,084	\$0	\$314	\$6,079
Container Maintenance	\$71	\$196	\$737	\$0	\$116	\$1,120
Total Allocated Indirect Costs excluding Depreciation and Interest	\$1,345	\$1,383	\$12,595	\$0	\$1,400	\$16,722
Total Allocated Indirect Depreciation Costs (Form 9)	\$16	\$7	\$139	\$0	\$10	\$171
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$12,406	\$3,573	\$28,625	\$0	\$9,309	\$53,913
Profit (insert Operating Ratio below)	\$1,302	\$375	\$3,005	\$0	\$977	\$5,659
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$13,708	\$3,948	\$31,629	\$0	\$10,286	\$59,572
Contractor Pass-Through Costs						
Interest Expense	\$270	\$91	\$721	\$0	\$161	\$1,243
Total Contractor Pass-Through Costs	\$270	\$91	\$721	\$0	\$161	\$1,243
TOTAL BASE CONTRACTOR'S COMPENSATION	\$13,978	\$4,040	\$32,350	\$0	\$10,447	\$60,815

D. Town of Hillsborough Allocated Costs - Agency Facilities

Statistics Used for Year 2021 Cost Allocation Only					Totals
City # of Lifts per year	416	468	728	3,671	1,612.00
SBWMA # Lifts per year (Accounts for Venues/Events)	242,307	16,744	65,039	94,580	
City # of Lifts per year %	0.2%	2.8%	1.1%	3.9%	
City Total Route Labor hours year	2.02	10.05	21.78	101.19	33.85
SBWMA Total Route Labor hours year	4,706.39	236.00	993.06	5,935.45	
City Total Route Labor hours year	0.0%	4.3%	2.2%	2.3%	
City # of route hours/year	0.91	9.35	19.11	135.04	29.37
SBWMA # of route hours/year	2,599.51	224.16	939.57	5,935.45	
City # of route hours/year %	0.0%	4.2%	2.0%	2.3%	
City # of Containers	5	9	14	3,809	28.00
SBWMA # of Containers	842	256	528	96,806	
City # of Containers %	0.6%	3.5%	2.7%	3.9%	
	1%	7%	16%	75%	

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$34	\$167	\$362	\$1,682	\$74	\$2,319
Benefits for CBAs	\$16	\$78	\$169	\$786	\$35	\$1,084
Payroll Taxes	\$3	\$14	\$30	\$140	\$6	\$193
Workers Compensation Insurance	\$2	\$12	\$26	\$120	\$5	\$165
Total Direct Labor Related-Costs	\$54	\$271	\$587	\$2,728	\$121	\$3,762
Direct Fuel Costs	\$4	\$20	\$44	\$203	\$9	\$281
Other Direct Costs	\$8	\$38	\$82	\$383	\$18	\$529
Depreciation - Collection Vehicles	\$17	\$85	\$184	\$853	\$31	\$1,169
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$17	\$85	\$184	\$853	\$31	\$1,169
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$27	\$134	\$290	\$1,348	\$553	\$2,353
Operations	\$8	\$39	\$84	\$390	\$17	\$537
Vehicle Maintenance	\$15	\$74	\$161	\$746	\$32	\$1,027
Container Maintenance (using lifts for Agency Costs)	\$4	\$19	\$42	\$194	\$80	\$338
Total Allocated Indirect Costs excluding Depreciation and Interest	\$53	\$266	\$576	\$2,678	\$681	\$4,255
Total Allocated Indirect Depreciation Costs (Form 9)	\$1	\$3	\$6	\$28	\$1	\$38
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$137	\$683	\$1,480	\$6,874	\$861	\$10,034
Profit (insert Operating Ratio below)	\$14	\$72	\$155	\$722	\$90	\$1,053
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$152	\$754	\$1,635	\$7,595	\$951	\$11,087
Contractor Pass-Through Costs						
Interest Expense	\$4	\$18	\$39	\$181	\$7	\$248
Total Contractor Pass-Through Costs	\$4	\$18	\$39	\$181	\$7	\$248
TOTAL BASE CONTRACTOR'S COMPENSATION	\$155	\$772	\$1,674	\$7,776	\$958	\$11,335

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	312	312	832	76	
2015	312	416	832	129	
2016	416	468	728	76	
Rolling Three-Year Average	347	399	797	94	

D. Town of Hillsborough Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$34	\$167	\$362	\$1,682	\$74	\$2,319
Benefits for CBAs	\$16	\$78	\$169	\$786	\$35	\$1,084
Payroll Taxes	\$3	\$14	\$30	\$140	\$6	\$193
Workers Compensation Insurance	\$2	\$12	\$26	\$120	\$5	\$165
Total Direct Labor Related-Costs	\$54	\$271	\$587	\$2,728	\$121	\$3,762
Direct Fuel Costs	\$4	\$20	\$44	\$203	\$9	\$281
Other Direct Costs	\$8	\$38	\$82	\$383	\$18	\$529
Depreciation - Collection Vehicles	\$17	\$85	\$184	\$853	\$31	\$1,169
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$17	\$85	\$184	\$853	\$31	\$1,169
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$27	\$134	\$290	\$1,348	\$553	\$2,353
Operations	\$8	\$39	\$84	\$390	\$17	\$537
Vehicle Maintenance	\$15	\$74	\$161	\$746	\$32	\$1,027
Container Maintenance (using lifts for Agency Costs)	\$4	\$19	\$42	\$194	\$80	\$338
Total Allocated Indirect Costs excluding Depreciation and Interest	\$53	\$266	\$576	\$2,678	\$681	\$4,255
Total Allocated Indirect Depreciation Costs (Form 9)	\$1	\$3	\$6	\$28	\$1	\$38
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$137	\$683	\$1,480	\$6,874	\$861	\$10,034
Profit (insert Operating Ratio below)	90.5%	\$14	\$72	\$155	\$722	\$90
Total Operating Costs before Pass-Through Cost Allocation	\$152	\$754	\$1,635	\$7,595	\$951	\$11,087
Contractor Pass-Through Costs						
Interest Expense	\$4	\$18	\$39	\$181	\$7	\$248
Total Contractor Pass-Through Costs	\$4	\$18	\$39	\$181	\$7	\$248
TOTAL BASE CONTRACTOR'S COMPENSATION	\$155	\$772	\$1,674	\$7,776	\$958	\$11,335

D. Town of Hillsborough Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments						
	Lifts	Lifts	Lifts	Hauls		
2014	312	312	832	76		
2015	312	416	832	129		
2016	416	468	728	76		
Prior Year Rolling Three-Year Average	347	399	797	94		
	Lifts	Lifts	Lifts	Hauls		
2014	312	312	832	76		
2015	312	416	832	129		
2016	416	468	728	76		
Current Year Rolling Three-Year Average	347	399	797	94		
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%		1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%		1

Agency Facilities	Cart and Bin Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$34	\$167	\$362	\$1,682	\$74	\$2,319
Benefits for CBAs	\$16	\$78	\$169	\$786	\$35	\$1,084
Payroll Taxes	\$3	\$14	\$30	\$140	\$6	\$193
Workers Compensation Insurance	\$2	\$12	\$26	\$120	\$5	\$165
Total Direct Labor Related-Costs	\$54	\$271	\$587	\$2,728	\$121	\$3,762
Direct Fuel Costs	\$4	\$20	\$44	\$203	\$9	\$281
Other Direct Costs	\$8	\$38	\$82	\$383	\$18	\$529
Depreciation - Collection Vehicles	\$17	\$85	\$184	\$853	\$31	\$1,169
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$17	\$85	\$184	\$853	\$31	\$1,169
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$27	\$134	\$290	\$1,348	\$553	\$2,353
Operations	\$8	\$39	\$84	\$390	\$17	\$537
Vehicle Maintenance	\$15	\$74	\$161	\$746	\$32	\$1,027
Container Maintenance (using lifts for Agency Costs)	\$4	\$19	\$42	\$194	\$80	\$338
Total Allocated Indirect Costs excluding Depreciation and Interest	\$53	\$266	\$576	\$2,678	\$681	\$4,255
Total Allocated Indirect Depreciation Costs (Form 9)	\$1	\$3	\$6	\$28	\$1	\$38
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$137	\$683	\$1,480	\$6,874	\$861	\$10,034
Profit (insert Operating Ratio below)	\$14	\$72	\$155	\$722	\$90	\$1,053
	90.5%					
Total Operating Costs before Pass-Through Cost Allocation	\$152	\$754	\$1,635	\$7,595	\$951	\$11,087
Contractor Pass-Through Costs						
Interest Expense	\$4	\$18	\$39	\$181	\$7	\$248
Total Contractor Pass-Through Costs	\$4	\$18	\$39	\$181	\$7	\$248
TOTAL BASE CONTRACTOR'S COMPENSATION	\$155	\$772	\$1,674	\$7,776	\$958	\$11,335

City of Menlo Park Allocated Costs - SFD

	Statistics Used for Year 2021 Cost Allocation Only				Total
City # of accounts	7,890	7,878	7,561	2,105	7,890
SBWMA # of accounts	94,580	94,372	90,725	29,504	94,580
City # of accounts %	8.3%	8.3%	8.3%	7.1%	8.3%
City Total Route Labor hours year	4,236.33	4,041.22	3,742.01	930.63	12,950
SBWMA Total Route Labor hours year	46,232.55	42,856.20	39,114.12	13,045.24	141,248
City Total Route Labor hours year %	9.2%	9.4%	9.6%	7.1%	9.2%
City # of route hours/year	3,976.98	3,677.19	3,334.46	930.63	11,919
SBWMA # of route hours/year	42,847.89	38,380.04	34,949.16	13,045.24	129,222
City Total Route Labor hours year %	9.3%	9.6%	9.5%	7.1%	9.2%
City Total Containers in Service	8,119	8,114	8,834	2,105	27,172
SBWMA Total Containers in Service	96,806	96,284	99,941	29,504	322,535
City Total Containers in Service %	8.4%	8.4%	8.8%	7.1%	8.4%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$355,380	\$301,153	\$260,170	\$63,998	\$980,702
Benefits for CBAs	\$164,184	\$145,202	\$122,479	\$34,422	\$466,287
Payroll Taxes	\$29,568	\$25,056	\$21,646	\$5,325	\$81,594
Workers Compensation Insurance	\$25,320	\$21,456	\$18,536	\$4,560	\$69,872
Total Direct Labor Related-Costs	\$574,451	\$492,867	\$422,831	\$108,305	\$1,598,455
Direct Fuel Costs	\$37,993	\$40,074	\$33,173	\$3,024	\$114,264
Other Direct Costs	\$50,035	\$52,776	\$44,231	\$4,837	\$151,878
Depreciation - Collection Vehicles	\$56,707	\$54,918	\$53,566	\$2,787	\$167,978
Depreciation - Containers	\$22,515	\$23,309	\$29,338	\$0	\$75,162
Depreciation for Collection Equipment	\$79,222	\$78,227	\$82,903	\$2,787	\$243,139
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$147,972	\$153,865	\$149,839	\$5,208	\$456,883
Operations	\$33,573	\$36,012	\$34,981	\$1,062	\$105,627
Vehicle Maintenance	\$64,166	\$68,827	\$66,856	\$2,029	\$201,878
Container Maintenance	\$21,379	\$22,322	\$22,838	\$748	\$67,287
Total Allocated Indirect Costs excluding Depreciation and Interest	\$267,090	\$281,025	\$274,514	\$9,047	\$831,676
Total Allocated Indirect Depreciation Costs (Form 9)	\$2,027	\$2,179	\$2,170	\$65	\$6,441
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,010,817	\$947,148	\$859,823	\$128,065	\$2,945,853
Profit (insert Operating Ratio below)	90.5%	\$106,108	\$99,424	\$90,258	\$13,443
Total Proposed Costs before Pass-Through Cost Allocation	\$1,116,925	\$1,046,573	\$950,081	\$141,508	\$3,255,087
Contractor Pass-Through Costs					
Interest Expense	\$19,429	\$19,185	\$20,332	\$684	\$59,630
Total Contractor Pass-Through Costs	\$19,429	\$19,185	\$20,332	\$684	\$59,630
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,136,354	\$1,065,758	\$970,412	\$142,192	\$3,314,716

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Accounts	Accounts	Accounts	Accounts
2014	7,829	7,829	7,829	7,829
2015	7,874	7,874	7,874	7,874
2016	7,890	7,890	7,890	7,890
Rolling Three-Year Average	7,864	7,864	7,864	7,864

City of Menlo Park Allocated Costs - SFD

Step 1: Index Based Adjustments				
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$355,380	\$301,153	\$260,170	\$63,998	\$980,702
Benefits for CBAs	\$164,184	\$145,202	\$122,479	\$34,422	\$466,287
Payroll Taxes	\$29,568	\$25,056	\$21,646	\$5,325	\$81,594
Workers Compensation Insurance	\$25,320	\$21,456	\$18,536	\$4,560	\$69,872
Total Direct Labor Related-Costs	\$574,451	\$492,867	\$422,831	\$108,305	\$1,598,455
Direct Fuel Costs	\$37,993	\$40,074	\$33,173	\$3,024	\$114,264
Other Direct Costs	\$50,035	\$52,776	\$44,231	\$4,837	\$151,878
Depreciation - Collection Vehicles	\$56,707	\$54,918	\$53,566	\$2,787	\$167,978
Depreciation - Containers	\$22,515	\$23,309	\$29,338	\$0	\$75,162
Depreciation for Collection Equipment	\$79,222	\$78,227	\$82,903	\$2,787	\$243,139
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$147,972	\$153,865	\$149,839	\$5,208	\$456,883
Operations	\$33,573	\$36,012	\$34,981	\$1,062	\$105,627
Vehicle Maintenance	\$64,166	\$68,827	\$66,856	\$2,029	\$201,878
Container Maintenance	\$21,379	\$22,322	\$22,838	\$748	\$67,287
Total Allocated Indirect Costs excluding Depreciation and Interest	\$267,090	\$281,025	\$274,514	\$9,047	\$831,676
Total Allocated Indirect Depreciation Costs (Form 9)	\$2,027	\$2,179	\$2,170	\$65	\$6,441
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,010,817	\$947,148	\$859,823	\$128,065	\$2,945,853
Profit (insert Operating Ratio below)	\$106,108	\$99,424	\$90,258	\$13,443	\$309,233
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$1,116,925	\$1,046,573	\$950,081	\$141,508	\$3,255,087
Contractor Pass-Through Costs					
Interest Expense	\$19,429	\$19,185	\$20,332	\$684	\$59,630
Total Contractor Pass-Through Costs	\$19,429	\$19,185	\$20,332	\$684	\$59,630
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,136,354	\$1,065,758	\$970,412	\$142,192	\$3,314,716

City of Menlo Park Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	7,829	7,829	7,829	
2015	7,874	7,874	7,874	
2016	7,890	7,890	7,890	
Prior Year Rolling Three-Year Average	7,864	7,864	7,864	
	Accounts	Accounts	Accounts	
2014	7,829	7,829	7,829	
2015	7,874	7,874	7,874	
2016	7,890	7,890	7,890	
Current Year Rolling Three-Year Average	7,864	7,864	7,864	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$355,380	\$301,153	\$260,170	\$63,998	\$980,702
Benefits for CBAs	\$164,184	\$145,202	\$122,479	\$34,422	\$466,287
Payroll Taxes	\$29,568	\$25,056	\$21,646	\$5,325	\$81,594
Workers Compensation Insurance	\$25,320	\$21,456	\$18,536	\$4,560	\$69,872
Total Direct Labor Related-Costs	\$574,451	\$492,867	\$422,831	\$108,305	\$1,598,455
Direct Fuel Costs	\$37,993	\$40,074	\$33,173	\$3,024	\$114,264
Other Direct Costs	\$50,035	\$52,776	\$44,231	\$4,837	\$151,878
Depreciation - Collection Vehicles	\$56,707	\$54,918	\$53,566	\$2,787	\$167,978
Depreciation - Containers	\$22,515	\$23,309	\$29,338	\$0	\$75,162
Depreciation for Collection Equipment	\$79,222	\$78,227	\$82,903	\$2,787	\$243,139
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$147,972	\$153,865	\$149,839	\$5,208	\$456,883
Operations	\$33,573	\$36,012	\$34,981	\$1,062	\$105,627
Vehicle Maintenance	\$64,166	\$68,827	\$66,856	\$2,029	\$201,878
Container Maintenance	\$21,379	\$22,322	\$22,838	\$748	\$67,287
Total Allocated Indirect Costs excluding Depreciation and Interest	\$267,090	\$281,025	\$274,514	\$9,047	\$831,676
Total Allocated Indirect Depreciation Costs (Form 9)	\$2,027	\$2,179	\$2,170	\$65	\$6,441
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,010,817	\$947,148	\$859,823	\$128,065	\$2,945,853
Profit (insert Operating Ratio below)	\$106,108	\$99,424	\$90,258	\$13,443	\$309,233
	90.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$1,116,925	\$1,046,573	\$950,081	\$141,508	\$3,255,087
Contractor Pass-Through Costs					
Interest Expense	\$19,429	\$19,185	\$20,332	\$684	\$59,630
Total Contractor Pass-Through Costs	\$19,429	\$19,185	\$20,332	\$684	\$59,630
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,136,354	\$1,065,758	\$970,412	\$142,192	\$3,314,716

City of Menlo Park Allocated Costs - MFD & Commercial

	Statistics Used for Year 2021 Cost Allocation Only					Total
City # of Accounts	1,136	1,120	292	20	2,105	2,568
SBWMA # Accounts	10,332	10,210	1,712	195	29,504	22,449
City # of Accounts %	11.0%	11.0%	17.1%	10.3%	7.1%	11.4%
City Total Route Labor hours year	4,992.11	2,972.32	877.66	710.14	930.63	9,552
SBWMA Total Route Labor hours year	47,871.85	27,111.92	6,356.65	6,167.11	13,045.24	87,508
City Total Route Labor hours year %	10.4%	11.0%	13.8%	11.5%	7.1%	10.9%
City # of route hours/year	3,760.29	2,871.19	849.20	710.14	930.63	8,191
SBWMA # of route hours/year	31,307.08	25,241.12	6,046.06	6,167.11	13,045.24	68,761
City # of route hours/year %	12.0%	11.4%	14.0%	11.5%	7.1%	11.9%
City Total Containers in Service	2,011	2,122	346	56	2,105	4,535
SBWMA Total Containers in Service	17,258	19,703	2,059	333	29,504	39,353
City Total Containers in Service %	11.7%	10.8%	16.8%	16.8%	7.1%	11.5%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$529,984	\$221,577	\$96,963	\$56,548	\$10,316	\$915,388
Benefits for CBAs	\$252,707	\$99,247	\$30,517	\$20,047	\$5,074	\$407,591
Payroll Taxes	\$44,095	\$18,435	\$8,067	\$4,705	\$858	\$76,160
Workers Compensation Insurance	<u>\$37,760</u>	<u>\$15,787</u>	<u>\$6,909</u>	<u>\$4,029</u>	<u>\$735</u>	<u>\$65,219</u>
Total Direct Labor Related-Costs	\$864,545	\$355,046	\$142,456	\$85,328	\$16,983	\$1,464,357
Direct Fuel Costs	\$58,244	\$23,246	\$13,266	\$5,445	\$1,122	\$101,322
Other Direct Costs	\$80,160	\$37,421	\$16,094	\$10,331	\$1,544	\$145,549
Depreciation - Collection Vehicles	\$71,772	\$34,894	\$23,672	\$8,693	\$1,068	\$140,099
Depreciation - Containers	\$14,075	\$9,807	\$14,387	\$0	\$267	\$38,536
Depreciation for Collection Equipment	\$85,847	\$44,701	\$38,059	\$8,693	\$1,335	\$178,635
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$103,459	\$109,214	\$200,162	\$59,270	\$2,141	\$474,246
Operations	\$23,047	\$23,094	\$33,613	\$13,570	\$437	\$93,761
Vehicle Maintenance	\$44,049	\$44,139	\$64,242	\$25,935	\$834	\$179,199
Container Maintenance	<u>\$15,757</u>	<u>\$15,409</u>	<u>\$28,340</u>	<u>\$13,966</u>	<u>\$308</u>	<u>\$73,780</u>
Total Allocated Indirect Costs excluding Depreciation and Interest	\$186,312	\$191,856	\$326,357	\$112,740	\$3,720	\$820,986
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,453	\$1,418	\$1,751	\$976	\$27	\$5,625
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,276,560	\$653,689	\$537,983	\$223,514	\$24,729	\$2,716,475
Profit (insert Operating Ratio below)	\$134,003.51	\$68,619	\$56,473	\$23,463	\$2,596	\$285,155
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$1,410,563	\$722,308	\$594,456	\$246,977	\$27,325	\$3,001,629
Contractor Pass-Through Costs						
Interest Expense	\$28,142	\$14,654	\$12,476	\$2,850	\$438	\$58,559
Total Contractor Pass-Through Costs	\$28,142	\$14,654	\$12,476	\$2,850	\$438	\$58,559
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,438,705	\$736,962	\$606,932	\$249,827	\$27,762	\$3,060,189

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	146,575	143,065	24,596	740	
2015	144,404	145,509	27,131	735	
2016	143,546	149,305	29,926	750	
Rolling Three-Year Average	144,842	145,960	27,218	742	

City of Menlo Park Allocated Costs - MFD & Commercial

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$529,984	\$221,577	\$96,963	\$56,548	\$10,316	\$915,388
Benefits for CBAs	\$252,707	\$99,247	\$30,517	\$20,047	\$5,074	\$407,591
Payroll Taxes	\$44,095	\$18,435	\$8,067	\$4,705	\$858	\$76,160
Workers Compensation Insurance	\$37,760	\$15,787	\$6,909	\$4,029	\$735	\$65,219
Total Direct Labor Related-Costs	\$864,545	\$355,046	\$142,456	\$85,328	\$16,983	\$1,464,357
Direct Fuel Costs	\$58,244	\$23,246	\$13,266	\$5,445	\$1,122	\$101,322
Other Direct Costs	\$80,160	\$37,421	\$16,094	\$10,331	\$1,544	\$145,549
Depreciation - Collection Vehicles	\$71,772	\$34,894	\$23,672	\$8,693	\$1,068	\$140,099
Depreciation - Containers	\$14,075	\$9,807	\$14,387	\$0	\$267	\$38,536
Depreciation for Collection Equipment	\$85,847	\$44,701	\$38,059	\$8,693	\$1,335	\$178,635
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$103,459	\$109,214	\$200,162	\$59,270	\$2,141	\$474,246
Operations	\$23,047	\$23,094	\$33,613	\$13,570	\$437	\$93,761
Vehicle Maintenance	\$44,049	\$44,139	\$64,242	\$25,935	\$834	\$179,199
Container Maintenance	\$15,757	\$15,409	\$28,340	\$13,966	\$308	\$73,780
Total Allocated Indirect Costs excluding Depreciation and Interest	\$186,312	\$191,856	\$326,357	\$112,740	\$3,720	\$820,986
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,453	\$1,418	\$1,751	\$976	\$27	\$5,625
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,276,560	\$653,689	\$537,983	\$223,514	\$24,729	\$2,716,475
Profit (insert Operating Ratio below)	\$134,004	\$68,619	\$56,473	\$23,463	\$2,596	\$285,155
	90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$1,410,563	\$722,308	\$594,456	\$246,977	\$27,325	\$3,001,629
Contractor Pass-Through Costs						
Interest Expense	\$28,142	\$14,654	\$12,476	\$2,850	\$438	\$58,559
Total Contractor Pass-Through Costs	\$28,142	\$14,654	\$12,476	\$2,850	\$438	\$58,559
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,438,705	\$736,962	\$606,932	\$249,827	\$27,762	\$3,060,189

City of Menlo Park Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	146,575	143,065	24,596	740	
2015	144,404	145,509	27,131	735	
2016	143,546	149,305	29,926	750	
Prior Year Rolling Three-Year Average	144,842	145,960	27,218	742	
	Lifts	Lifts	Lifts	Hauls	
2014	146,575	143,065	24,596	740	
2015	144,404	145,509	27,131	735	
2016	143,546	149,305	29,926	750	
Current Year Rolling Three-Year Average	144,842	145,960	27,218	742	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$529,984	\$221,577	\$96,963	\$56,548	\$10,316	\$915,388
Benefits for CBAs	\$252,707	\$99,247	\$30,517	\$20,047	\$5,074	\$407,591
Payroll Taxes	\$44,095	\$18,435	\$8,067	\$4,705	\$858	\$76,160
Workers Compensation Insurance	<u>\$37,760</u>	<u>\$15,287</u>	<u>\$6,909</u>	<u>\$4,029</u>	<u>\$735</u>	<u>\$65,219</u>
Total Direct Labor Related-Costs	\$864,545	\$355,046	\$142,456	\$85,328	\$16,983	\$1,464,357
Direct Fuel Costs	\$58,244	\$23,246	\$13,266	\$5,445	\$1,122	\$101,322
Other Direct Costs	\$80,160	\$37,421	\$16,094	\$10,331	\$1,544	\$145,549
Depreciation - Collection Vehicles	\$71,772	\$34,894	\$23,672	\$8,693	\$1,068	\$140,099
Depreciation - Containers	\$14,075	\$9,807	\$14,387	\$0	\$267	\$38,536
Depreciation for Collection Equipment	\$85,847	\$44,701	\$38,059	\$8,693	\$1,335	\$178,635
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$103,459	\$109,214	\$200,162	\$59,270	\$2,141	\$474,246
Operations	\$23,047	\$23,094	\$33,613	\$13,570	\$437	\$93,761
Vehicle Maintenance	\$44,049	\$44,139	\$64,242	\$25,935	\$834	\$179,199
Container Maintenance	\$15,757	\$15,409	\$28,340	\$13,966	\$308	\$73,780
Total Allocated Indirect Costs excluding Depreciation and Interest	\$186,312	\$191,856	\$326,357	\$112,740	\$3,720	\$820,986
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,453	\$1,418	\$1,751	\$976	\$27	\$5,625
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,276,560	\$653,689	\$537,983	\$223,514	\$24,729	\$2,716,475
Profit (insert Operating Ratio below)	\$134,004	\$68,619	\$56,473	\$23,463	\$2,596	\$285,155
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$1,410,563	\$722,308	\$594,456	\$246,977	\$27,325	\$3,001,629
Contractor Pass-Through Costs						
Interest Expense	\$28,142	\$14,654	\$12,476	\$2,850	\$438	\$58,559
Total Contractor Pass-Through Costs	\$28,142	\$14,654	\$12,476	\$2,850	\$438	\$58,559
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,438,705	\$736,962	\$606,932	\$249,827	\$27,762	\$3,060,189

SBWMA COLLECTION AGREEMENT

Proposed Compensation 2021

City of Menlo Park Allocated Costs - Agency Facilities

Statistics Used for Year 2021 Cost Allocation Only					Totals
City # of Lifts per year	59,475	1,131	17,784	7,890	78,390.00
SBWMA # Lifts per year (Accounts for Venues/Events)	242,307	16,744	65,039	94,580	
City # of Lifts per year %	24.5%	6.8%	27.3%	8.3%	
City Total Route Labor hours year	829.10	22.75	303.55	194.82	1,350.22
SBWMA Total Route Labor hours year	4,706.39	236.00	993.06	5,935.45	1,155.40
City Total Route Labor hours year	17.6%	9.6%	30.6%	22.7%	
City # of route hours/year	583.95	22.60	290.76	1,350.22	897.31
SBWMA # of route hours/year	2,599.51	224.16	939.57	5,935.45	
City # of route hours/year %	22.5%	10.1%	30.9%	22.7%	
City # of Containers	266	20	105	8,119	391.00
SBWMA # of Containers	842	256	528	96,806	
City # of Containers (Lifts for example) %	31.6%	7.8%	19.9%	8.4%	
	61%	2%	22%	14%	

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$24,225	\$665	\$8,869	\$5,692	\$2,538	\$41,989
Benefits for CBAs	\$11,325	\$311	\$4,146	\$2,661	\$1,187	\$19,629
Payroll Taxes	\$2,016	\$55	\$738	\$474	\$211	\$3,494
Workers Compensation Insurance	\$1,726	\$47	\$632	\$406	\$181	\$2,991
Total Direct Labor Related-Costs	\$39,291	\$1,078	\$14,385	\$9,232	\$4,117	\$68,104
Direct Fuel Costs	\$3,574	\$98	\$1,308	\$840	\$322	\$6,142
Other Direct Costs	\$6,741	\$185	\$2,468	\$1,584	\$608	\$11,586
Depreciation - Collection Vehicles	\$14,052	\$386	\$5,145	\$3,302	\$1,052	\$23,936
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$14,052	\$386	\$5,145	\$3,302	\$1,052	\$23,936
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$32,909	\$903	\$12,048	\$7,733	\$1,189	\$54,782
Operations	\$6,708	\$184	\$2,456	\$1,576	\$566	\$11,490
Vehicle Maintenance	\$12,820	\$352	\$4,694	\$3,012	\$1,082	\$21,959
Container Maintenance (using lifts for Agency Costs)	\$4,729	\$130	\$1,731	\$1,111	\$171	\$7,873
Total Allocated Indirect Costs excluding Depreciation and Interest	\$57,166	\$1,569	\$20,929	\$13,432	\$3,008	\$96,104
Total Allocated Indirect Depreciation Costs (Form 9)	\$459	\$13	\$168	\$108	\$34	\$782
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$121,283	\$3,328	\$44,404	\$28,498	\$9,141	\$206,653
Profit (insert Operating Ratio below)	\$12,731	\$349	\$4,661	\$2,992	\$960	\$21,693
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$134,014	\$3,677	\$49,065	\$31,490	\$10,100	\$228,346
Contractor Pass-Through Costs						
Interest Expense	\$0	\$0	\$0	\$700	\$223	\$5,074
	\$2,979	\$82	\$1,091			
Total Contractor Pass-Through Costs	\$2,979	\$82	\$1,091	\$700	\$223	\$5,074
TOTAL BASE CONTRACTOR'S COMPENSATION	\$136,993	\$3,759	\$50,156	\$32,189	\$10,323	\$233,420

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	58,487	1,443	15,561	166	
2015	57,486	1,196	14,196	179	
2016	59,475	1,131	17,784	196	
Rolling Three-Year Average	58,483	1,257	15,847	180	

City of Menlo Park Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$24,225	\$665	\$8,869	\$5,692	\$2,538	\$41,989
Benefits for CBAs	\$11,325	\$311	\$4,146	\$2,661	\$1,187	\$19,629
Payroll Taxes	\$2,016	\$55	\$738	\$474	\$211	\$3,494
Workers Compensation Insurance	\$1,726	\$47	\$632	\$406	\$181	\$2,991
Total Direct Labor Related-Costs	\$39,291	\$1,078	\$14,385	\$9,232	\$4,117	\$68,104
Direct Fuel Costs	\$3,574	\$98	\$1,308	\$840	\$322	\$6,142
Other Direct Costs	\$6,741	\$185	\$2,468	\$1,584	\$608	\$11,586
Depreciation - Collection Vehicles	\$14,052	\$386	\$5,145	\$3,302	\$1,052	\$23,936
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$14,052	\$386	\$5,145	\$3,302	\$1,052	\$23,936
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$32,909	\$903	\$12,048	\$7,733	\$1,189	\$54,782
Operations	\$6,708	\$184	\$2,456	\$1,576	\$566	\$11,490
Vehicle Maintenance	\$12,820	\$352	\$4,694	\$3,012	\$1,082	\$21,959
Container Maintenance (using lifts for Agency Costs)	\$4,729	\$130	\$1,731	\$1,111	\$171	\$7,873
Total Allocated Indirect Costs excluding Depreciation and Interest	\$57,166	\$1,569	\$20,929	\$13,432	\$3,008	\$96,104
Total Allocated Indirect Depreciation Costs (Form 9)	\$459	\$13	\$168	\$108	\$34	\$782
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$121,283	\$3,328	\$44,404	\$28,498	\$9,141	\$206,653
Profit (insert Operating Ratio below)	\$12,731	\$349	\$4,661	\$2,992	\$960	\$21,693
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$134,014	\$3,677	\$49,065	\$31,490	\$10,100	\$228,346
Contractor Pass-Through Costs						
Interest Expense	\$2,979	\$82	\$1,091	\$700	\$223	\$5,074
Total Contractor Pass-Through Costs	\$2,979	\$82	\$1,091	\$700	\$223	\$5,074
TOTAL BASE CONTRACTOR'S COMPENSATION	\$136,993	\$3,759	\$50,156	\$32,189	\$10,323	\$233,420

City of Menlo Park Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	58,487	1,443	15,561	166	
2015	57,486	1,196	14,196	179	
2016	59,475	1,131	17,784	196	
Prior Year Rolling Three-Year Average	58,483	1,257	15,847	180	
	Lifts	Lifts	Lifts	Hauls	
2014	58,487	1,443	15,561	166	
2015	57,486	1,196	14,196	179	
2016	59,475	1,131	17,784	196	
Current Year Rolling Three-Year Average	58,483	1,257	15,847	180	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$24,225	\$665	\$8,869	\$5,692	\$2,538	\$41,989
Benefits for CBAs	\$11,325	\$311	\$4,146	\$2,661	\$1,187	\$19,629
Payroll Taxes	\$2,016	\$55	\$738	\$474	\$211	\$3,494
Workers Compensation Insurance	\$1,726	\$47	\$632	\$406	\$181	\$2,991
Total Direct Labor Related-Costs	\$39,291	\$1,078	\$14,385	\$9,232	\$4,117	\$68,104
Direct Fuel Costs	\$3,574	\$98	\$1,308	\$840	\$322	\$6,142
Other Direct Costs	\$6,741	\$185	\$2,468	\$1,584	\$608	\$11,586
Depreciation - Collection Vehicles	\$14,052	\$386	\$5,145	\$3,302	\$1,052	\$23,936
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$14,052	\$386	\$5,145	\$3,302	\$1,052	\$23,936
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$32,909	\$903	\$12,048	\$7,733	\$1,189	\$54,782
Operations	\$6,708	\$184	\$2,456	\$1,576	\$566	\$11,490
Vehicle Maintenance	\$12,820	\$352	\$4,694	\$3,012	\$1,082	\$21,959
Container Maintenance (using lifts for Agency Costs)	\$4,729	\$130	\$1,731	\$1,111	\$171	\$7,873
Total Allocated Indirect Costs excluding Depreciation and Interest	\$57,166	\$1,569	\$20,929	\$13,432	\$3,008	\$96,104
Total Allocated Indirect Depreciation Costs (Form 9)	\$459	\$13	\$168	\$108	\$34	\$782
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$121,283	\$3,328	\$44,404	\$28,498	\$9,141	\$206,653
Profit (insert Operating Ratio below)	\$12,731	\$349	\$4,661	\$2,992	\$960	\$21,693
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$134,014	\$3,677	\$49,065	\$31,490	\$10,100	\$228,346
Contractor Pass-Through Costs						
Interest Expense	\$2,979	\$82	\$1,091	\$700	\$223	\$5,074
Total Contractor Pass-Through Costs	\$2,979	\$82	\$1,091	\$700	\$223	\$5,074
TOTAL BASE CONTRACTOR'S COMPENSATION	\$136,993	\$3,759	\$50,156	\$32,189	\$10,323	\$233,420

D. City of Redwood City Allocated Costs - SFD

Statistics Used for Year 2021 Cost Allocation Only					Total
City # of accounts	17,405	17,380	16,465	5,448	17,405
SBWMA # of accounts	94,580	94,372	90,725	29,504	94,580
City # of accounts %	18.4%	18.4%	18.1%	18.5%	18.4%
City Total Route Labor hours year	7,858.44	7,813.61	5,854.88	2,408.69	23,936
SBWMA Total Route Labor hours year	46,232.55	42,856.20	39,114.12	13,045.24	141,248
City Total Route Labor hours year %	17.0%	18.2%	15.0%	18.5%	16.9%
City # of route hours/year	7,260.70	6,759.85	5,342.45	2,408.69	21,772
SBWMA # of route hours/year	42,847.89	38,380.04	34,949.16	13,045.24	129,222
City Total Route Labor hours year %	16.9%	17.6%	15.3%	18.5%	16.8%
City Total Containers in Service	18,158	17,919	17,372	5,448	58,897
SBWMA Total Containers in Service	96,806	96,284	99,941	29,504	322,535
City Total Containers in Service %	18.8%	18.6%	17.4%	18.5%	18.3%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$659,234	\$582,273	\$407,071	\$165,643	\$1,814,221
Benefits for CBAs	\$304,563	\$280,745	\$191,635	\$89,093	\$866,035
Payroll Taxes	\$54,848	\$48,445	\$33,868	\$13,781	\$150,943
Workers Compensation Insurance	\$46,969	\$41,484	\$29,002	\$11,801	\$129,257
Total Direct Labor Related-Costs	\$1,065,614	\$952,948	\$661,577	\$280,318	\$2,960,456
Direct Fuel Costs	\$69,363	\$73,669	\$53,150	\$7,827	\$204,009
Other Direct Costs	\$91,348	\$97,019	\$70,867	\$12,518	\$271,752
Depreciation - Collection Vehicles	\$103,528	\$100,957	\$85,823	\$7,214	\$297,522
Depreciation - Containers	\$50,355	\$51,475	\$57,692	\$0	\$159,522
Depreciation for Collection Equipment	\$153,883	\$152,432	\$143,515	\$7,214	\$457,044
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$326,419	\$339,448	\$326,293	\$13,478	\$1,005,638
Operations	\$61,294	\$66,201	\$56,046	\$2,748	\$186,288
Vehicle Maintenance	\$117,147	\$126,526	\$107,116	\$5,253	\$356,041
Container Maintenance	\$47,813	\$49,296	\$44,912	\$1,937	\$143,957
Total Allocated Indirect Costs excluding Depreciation and Interest	\$552,673	\$581,471	\$534,366	\$23,416	\$1,691,925
Total Allocated Indirect Depreciation Costs (Form 9)	\$3,700	\$4,006	\$3,477	\$168	\$11,352
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,936,581	\$1,861,544	\$1,466,951	\$331,462	\$5,596,538
Profit (insert Operating Ratio below)	\$203,287	\$195,411	\$153,989	\$34,794	\$587,482
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$2,139,868	\$2,056,955	\$1,620,940	\$366,256	\$6,184,019
Contractor Pass-Through Costs					
Interest Expense	\$37,740	\$37,384	\$35,197	\$1,769	\$112,089
Total Contractor Pass-Through Costs	\$37,740	\$37,384	\$35,197	\$1,769	\$112,089
TOTAL BASE CONTRACTOR'S COMPENSATION	\$2,177,608	\$2,094,339	\$1,656,137	\$368,025	\$6,296,109

Service Level Statistics Used for Future Service Level Cost Adjustments			
	Accounts	Accounts	Accounts
2014	17,316	17,316	17,316
2015	17,406	17,406	17,406
2016	17,405	17,405	17,405
Rolling Three-Year Average	17,376	17,376	17,376

D. City of Redwood City Allocated Costs - SFD

Step 1: Index Based Adjustements				
PY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$659,234	\$582,273	\$407,071	\$165,643	\$1,814,221
Benefits for CBAs	\$304,563	\$280,745	\$191,635	\$89,093	\$866,035
Payroll Taxes	\$54,848	\$48,445	\$33,868	\$13,781	\$150,943
Workers Compensation Insurance	\$46,969	\$41,484	\$29,002	\$11,801	\$129,257
Total Direct Labor Related-Costs	\$1,065,614	\$952,948	\$661,577	\$280,318	\$2,960,456
Direct Fuel Costs					
	\$69,363	\$73,669	\$53,150	\$7,827	\$204,009
Other Direct Costs					
	\$91,348	\$97,019	\$70,867	\$12,518	\$271,752
Depreciation - Collection Vehicles	\$103,528	\$100,957	\$85,823	\$7,214	\$297,522
Depreciation - Containers	\$50,355	\$51,475	\$57,692	\$0	\$159,522
Depreciation for Collection Equipment	\$153,883	\$152,432	\$143,515	\$7,214	\$457,044
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$326,419	\$339,448	\$326,293	\$13,478	\$1,005,638
Operations	\$61,294	\$66,201	\$56,046	\$2,748	\$186,288
Vehicle Maintenance	\$117,147	\$126,526	\$107,116	\$5,253	\$356,041
Container Maintenance	\$47,813	\$49,296	\$44,912	\$1,937	\$143,957
Total Allocated Indirect Costs excluding Depreciation and Interest	\$552,673	\$581,471	\$534,366	\$23,416	\$1,691,925
Total Allocated Indirect Depreciation Costs (Form 9)	\$3,700	\$4,006	\$3,477	\$168	\$11,352
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,936,581	\$1,861,544	\$1,466,951	\$331,462	\$5,596,538
Profit (insert Operating Ratio below)	\$203,287	\$195,411	\$153,989	\$34,794	\$587,482
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$2,139,868	\$2,056,955	\$1,620,940	\$366,256	\$6,184,019
Contractor Pass-Through Costs					
Interest Expense	\$37,740	\$37,384	\$35,197	\$1,769	\$112,089
Total Contractor Pass-Through Costs	\$37,740	\$37,384	\$35,197	\$1,769	\$112,089
TOTAL BASE CONTRACTOR'S COMPENSATION	\$2,177,608	\$2,094,339	\$1,656,137	\$368,025	\$6,296,109

D. City of Redwood City Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	17,316	17,316	17,316	
2015	17,406	17,406	17,406	
2016	17,405	17,405	17,405	
Prior Year Rolling Three-Year Average	17,376	17,376	17,376	
	Accounts	Accounts	Accounts	
2014	17,316	17,316	17,316	
2015	17,406	17,406	17,406	
2016	17,405	17,405	17,405	
Current Year Rolling Three-Year Average	17,376	17,376	17,376	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$659,234	\$582,273	\$407,071	\$165,643	\$1,814,221
Benefits for CBAs	\$304,563	\$280,745	\$191,635	\$89,093	\$866,035
Payroll Taxes	\$54,848	\$48,445	\$33,868	\$13,781	\$150,943
Workers Compensation Insurance	<u>\$46,969</u>	<u>\$41,484</u>	<u>\$29,002</u>	<u>\$11,801</u>	<u>\$129,257</u>
Total Direct Labor Related-Costs	\$1,065,614	\$952,948	\$661,577	\$280,318	\$2,960,456
Direct Fuel Costs	\$69,363	\$73,669	\$53,150	\$7,827	\$204,009
Other Direct Costs	\$91,348	\$97,019	\$70,867	\$12,518	\$271,752
Depreciation - Collection Vehicles	\$103,528	\$100,957	\$85,823	\$7,214	\$297,522
Depreciation - Containers	\$50,355	\$51,475	\$57,692	\$0	\$159,522
Depreciation for Collection Equipment	\$153,883	\$152,432	\$143,515	\$7,214	\$457,044
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$326,419	\$339,448	\$326,293	\$13,478	\$1,005,638
Operations	\$61,294	\$66,201	\$56,046	\$2,748	\$186,288
Vehicle Maintenance	\$117,147	\$126,526	\$107,116	\$5,253	\$356,041
Container Maintenance	\$47,813	\$49,296	\$44,912	\$1,937	<u>\$143,957</u>
Total Allocated Indirect Costs excluding Depreciation and Interest	\$552,673	\$581,471	\$534,366	\$23,416	\$1,691,925
Total Allocated Indirect Depreciation Costs (Form 9)	\$3,700	\$4,006	\$3,477	\$168	\$11,352
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,936,581	\$1,861,544	\$1,466,951	\$331,462	\$5,596,538
Profit (insert Operating Ratio below)	\$203,287	\$195,411	\$153,989	\$34,794	\$587,482
	90.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$2,139,868	\$2,056,955	\$1,620,940	\$366,256	\$6,184,019
Contractor Pass-Through Costs					
Interest Expense	\$37,740	\$37,384	\$35,197	\$1,769	\$112,089
Total Contractor Pass-Through Costs	\$37,740	\$37,384	\$35,197	\$1,769	\$112,089
TOTAL BASE CONTRACTOR'S COMPENSATION	\$2,177,608	\$2,094,339	\$1,656,137	\$368,025	\$6,296,109

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. City of Redwood City Allocated Costs - MFD & Commercial

	Statistics Used for Year 2021 Cost Allocation Only					Total
City # of Accounts	1,999	1,914	288	45	5,448	4,246
SBWMA # of Accounts	10,332	10,210	1,712	195	29,504	22,449
City # of Accounts %	19.3%	18.7%	16.8%	23.1%	18.5%	18.9%
City Total Route Labor hours year	9,569.52	4,464.74	1,014.19	1,203.30	2,408.69	16,252
SBWMA Total Route Labor hours year	47,871.85	27,111.92	6,356.65	6,167.11	13,045.24	87,508
City Total Route Labor hours year %	20.0%	16.5%	16.0%	19.5%	18.5%	18.6%
City # of route hours/year	6,478.20	3,993.07	967.39	1,203.30	2,408.69	12,642
SBWMA # of route hours/year	31,307.08	25,241.12	6,046.06	6,167.11	13,045.24	68,761
City # of route hours/year %	20.7%	15.8%	16.0%	19.5%	18.5%	18.4%
City Total Containers in Service	3,298	3,358	262	71	5,448	6,989
SBWMA Total Containers in Service	17,258	19,703	2,059	333	29,504	39,353
City Total Containers in Service %	19.1%	17.0%	12.7%	21.3%	18.5%	17.8%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$1,015,941	\$332,832	\$112,047	\$95,818	\$26,700	\$1,583,338
Benefits for CBAs	\$484,421	\$149,079	\$35,264	\$33,969	\$13,132	\$715,864
Payroll Taxes	\$84,526	\$27,692	\$9,322	\$7,972	\$2,221	\$131,734
Workers Compensation Insurance	\$72,382	\$23,713	\$7,984	\$6,826	\$1,902	\$112,808
Total Direct Labor Related-Costs	\$1,657,271	\$533,317	\$164,617	\$144,585	\$43,955	\$2,543,744
Direct Fuel Costs	\$100,342	\$32,330	\$15,112	\$9,226	\$2,903	\$159,913
Other Direct Costs	\$138,098	\$52,043	\$18,334	\$17,505	\$3,996	\$229,976
Depreciation - Collection Vehicles	\$123,648	\$48,529	\$26,967	\$14,731	\$2,764	\$216,638
Depreciation - Containers	\$23,083	\$15,519	\$10,894	\$0	\$690	\$50,186
Depreciation for Collection Equipment	\$146,731	\$64,048	\$37,861	\$14,731	\$3,454	\$266,824
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$182,055	\$186,639	\$197,420	\$133,358	\$5,541	\$705,013
Operations	\$39,706	\$32,118	\$38,291	\$22,993	\$1,130	\$134,238
Vehicle Maintenance	\$75,887	\$61,385	\$73,183	\$43,945	\$2,159	\$256,560
Container Maintenance	\$25,841	\$24,385	\$21,460	\$17,707	\$796	\$90,189
Total Allocated Indirect Costs excluding Depreciation and Interest	\$323,489	\$304,527	\$330,354	\$218,003	\$9,627	\$1,186,000
Total Allocated Indirect Depreciation Costs (Form 9)	\$2,503	\$1,973	\$1,995	\$1,654	\$69	\$8,193
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$2,368,433	\$988,236	\$568,272	\$405,704	\$64,004	\$4,394,650
Profit (insert Operating Ratio below)	\$248,620.07	\$103,738	\$59,653	\$42,588	\$6,719	\$461,317
	90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$2,617,053	\$1,091,974	\$627,925	\$448,292	\$70,723	\$4,855,967
Contractor Pass-Through Costs						
Interest Expense	\$47,307	\$20,649	\$12,206	\$4,749	\$1,114	\$86,025
Total Contractor Pass-Through Costs	\$47,307	\$20,649	\$12,206	\$4,749	\$1,114	\$86,025
TOTAL BASE CONTRACTOR'S COMPENSATION	\$2,664,360	\$1,112,623	\$640,132	\$453,041	\$71,836	\$4,941,992

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	247,013	217,659	24,856	1,041	
2015	247,143	223,327	31,239	1,031	
2016	249,392	238,927	32,435	1,102	
Rolling Three-Year Average	247,849	226,638	29,510	1,058	

D. City of Redwood City Allocated Costs - MFD & Commercial

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$1,015,941	\$332,832	\$112,047	\$95,818	\$26,700	\$1,583,338
Benefits for CBAs	\$484,421	\$149,079	\$35,264	\$33,969	\$13,132	\$715,864
Payroll Taxes	\$84,526	\$27,692	\$9,322	\$7,972	\$2,221	\$131,734
Workers Compensation Insurance	\$72,382	\$23,713	\$7,984	\$6,826	\$1,902	\$112,808
Total Direct Labor Related-Costs	\$1,657,271	\$533,317	\$164,617	\$144,585	\$43,955	\$2,543,744
Direct Fuel Costs	\$100,342	\$32,330	\$15,112	\$9,226	\$2,903	\$159,913
Other Direct Costs	\$138,098	\$52,043	\$18,334	\$17,505	\$3,996	\$229,976
Depreciation - Collection Vehicles	\$123,648	\$48,529	\$26,967	\$14,731	\$2,764	\$216,638
Depreciation - Containers	\$23,083	\$15,519	\$10,894	\$0	\$690	\$50,186
Depreciation for Collection Equipment	\$146,731	\$64,048	\$37,861	\$14,731	\$3,454	\$266,824
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$182,055	\$186,639	\$197,420	\$133,358	\$5,541	\$705,013
Operations	\$39,706	\$32,118	\$38,291	\$22,993	\$1,130	\$134,238
Vehicle Maintenance	\$75,887	\$61,385	\$73,183	\$43,945	\$2,159	\$256,560
Container Maintenance	\$25,841	\$24,385	\$21,460	\$17,707	\$796	\$90,189
Total Allocated Indirect Costs excluding Depreciation and Interest	\$323,489	\$304,527	\$330,354	\$218,003	\$9,627	\$1,186,000
Total Allocated Indirect Depreciation Costs (Form 9)	\$2,503	\$1,973	\$1,995	\$1,654	\$69	\$8,193
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$2,368,433	\$988,236	\$568,272	\$405,704	\$64,004	\$4,394,650
Profit (insert Operating Ratio below)	\$248,620	\$103,738	\$59,653	\$42,588	\$6,719	\$461,317
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$2,617,053	\$1,091,974	\$627,925	\$448,292	\$70,723	\$4,855,967
Contractor Pass-Through Costs						
Interest Expense	\$47,307	\$20,649	\$12,206	\$4,749	\$1,114	\$86,025
Total Contractor Pass-Through Costs	\$47,307	\$20,649	\$12,206	\$4,749	\$1,114	\$86,025
TOTAL BASE CONTRACTOR'S COMPENSATION	\$2,664,360	\$1,112,623	\$640,132	\$453,041	\$71,836	\$4,941,992

D. City of Redwood City Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	247,013	217,659	24,856	1,041	
2015	247,143	223,327	31,239	1,031	
2016	249,392	238,927	32,435	1,102	
Prior Year Rolling Three-Year Average	247,849	226,638	29,510	1,058	
	Lifts	Lifts	Lifts	Hauls	
2014	247,013	217,659	24,856	1,041	
2015	247,143	223,327	31,239	1,031	
2016	249,392	238,927	32,435	1,102	
Current Year Rolling Three-Year Average	247,849	226,638	29,510	1,058	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$1,015,941	\$332,832	\$112,047	\$95,818	\$26,700	\$1,583,338
Benefits for CBAs	\$484,421	\$149,079	\$35,264	\$33,969	\$13,132	\$715,864
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Total Direct Labor Related-Costs	\$1,657,271	\$533,317	\$164,617	\$144,585	\$43,955	\$2,543,744
Direct Fuel Costs	\$100,342	\$32,330	\$15,112	\$9,226	\$2,903	\$159,913
Other Direct Costs	\$138,098	\$52,043	\$18,334	\$17,505	\$3,996	\$229,976
Depreciation - Collection Vehicles	\$123,648	\$48,529	\$26,967	\$14,731	\$2,764	\$216,638
Depreciation - Containers	\$23,083	\$15,519	\$10,894	\$0	\$690	\$50,186
Depreciation for Collection Equipment	\$146,731	\$64,048	\$37,861	\$14,731	\$3,454	\$266,824
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$182,055	\$186,639	\$197,420	\$133,358	\$5,541	\$705,013
Operations	\$39,706	\$32,118	\$38,291	\$22,993	\$1,130	\$134,238
Vehicle Maintenance	\$75,887	\$61,385	\$73,183	\$43,945	\$2,159	\$256,560
Container Maintenance	\$25,841	\$24,385	\$21,460	\$17,707	\$796	\$90,189
Total Allocated Indirect Costs excluding Depreciation and Interest	\$323,489	\$304,527	\$330,354	\$218,003	\$9,627	\$1,186,000
Total Allocated Indirect Depreciation Costs (Form 9)	\$2,503	\$1,973	\$1,995	\$1,654	\$69	\$8,193
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$2,368,433	\$988,236	\$568,272	\$405,704	\$64,004	\$4,394,650
Profit (insert Operating Ratio below)	\$248,620	\$103,738	\$59,653	\$42,588	\$6,719	\$461,317
	90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$2,617,053	\$1,091,974	\$627,925	\$448,292	\$70,723	\$4,855,967
Contractor Pass-Through Costs						
Interest Expense	\$47,307	\$20,649	\$12,206	\$4,749	\$1,114	\$86,025
Total Contractor Pass-Through Costs	\$47,307	\$20,649	\$12,206	\$4,749	\$1,114	\$86,025
TOTAL BASE CONTRACTOR'S COMPENSATION	\$2,664,360	\$1,112,623	\$640,132	\$453,041	\$71,836	\$4,941,992

D. City of Redwood City Allocated Costs - Agency Facilities

Statistics Used for Year 2021 Cost Allocation Only					Totals
City # of Lifts per year	71,006	806	8,957	17,405	80,769.00
SBWMA # Lifts per year (Accounts for Venues/Events)	242,307	16,744	65,039	94,580	
City # of Lifts per year %	29.3%	4.8%	13.8%	18.4%	
City Total Route Labor hours year	1,147.85	12.62	119.32	436.44	1,716.23
SBWMA Total Route Labor hours year	4,706.39	236.00	993.06	5,935.45	
City Total Route Labor hours year	24.4%	5.3%	12.0%	28.9%	1,279.79
City # of route hours/year	658.71	11.66	109.54	1,716.23	779.91
SBWMA # of route hours/year	2,599.51	224.16	939.57	5,935.45	
City # of route hours/year %	25.3%	5.2%	11.7%	28.9%	
City # of Containers	270	11	37	18,158	318.00
SBWMA # of Containers	842	256	528	96,806	
City # of Containers %	32.1%	4.3%	7.0%	18.8%	
	67%	1%	7%	25%	

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$25,317	\$278	\$2,632	\$9,626	\$2,812	\$40,664
Benefits for CBAs	\$11,835	\$130	\$1,230	\$4,500	\$1,314	\$19,010
Payroll Taxes	\$2,106	\$23	\$219	\$801	\$254	\$3,383
Workers Compensation Insurance	\$1,804	\$20	\$187	\$686	\$200	\$2,897
Total Direct Labor Related-Costs	\$41,062	\$451	\$4,268	\$15,613	\$4,560	\$65,954
Direct Fuel Costs	\$3,298	\$36	\$343	\$1,254	\$357	\$5,288
Other Direct Costs	\$6,221	\$68	\$647	\$2,365	\$673	\$9,974
Depreciation - Collection Vehicles	\$13,236	\$146	\$1,376	\$5,033	\$1,165	\$20,955
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$13,236	\$146	\$1,376	\$5,033	\$1,165	\$20,955
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$35,214	\$387	\$3,661	\$13,389	\$2,623	\$55,275
Operations	\$6,239	\$69	\$649	\$2,372	\$627	\$9,955
Vehicle Maintenance	\$11,923	\$131	\$1,239	\$4,534	\$1,198	\$19,025
Container Maintenance (using lifts for Agency Costs)	\$5,061	\$56	\$526	\$1,924	\$377	\$7,944
Total Allocated Indirect Costs excluding Depreciation and Interest	\$58,437	\$642	\$6,075	\$22,219	\$4,825	\$92,198
Total Allocated Indirect Depreciation Costs (Form 9)	\$432	\$5	\$45	\$164	\$38	\$684
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$122,685	\$1,349	\$12,753	\$46,648	\$11,619	\$195,054
Profit (insert Operating Ratio below)	\$12,879	\$142	\$1,339	\$4,897	\$1,220	\$20,475
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$135,563	\$1,490	\$14,092	\$51,545	\$12,838	\$215,529
Contractor Pass-Through Costs						
Interest Expense	\$2,806	\$31	\$292	\$1,067	\$247	\$4,442
Total Contractor Pass-Through Costs	\$2,806	\$31	\$292	\$1,067	\$247	\$4,442
TOTAL BASE CONTRACTOR'S COMPENSATION	\$138,369	\$1,521	\$14,384	\$52,612	\$13,085	\$219,971

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Lifts	Lifts	Lifts	Hauls
2014	69,888	1,170	3,471	383
2015	69,550	923	3,133	413
2016	71,006	806	8,957	416
Rolling Three-Year Average	70,148	966	5,187	404

D. City of Redwood City Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$25,317	\$278	\$2,632	\$9,626	\$2,812	\$40,664
Benefits for CBAs	\$11,835	\$130	\$1,230	\$4,500	\$1,314	\$19,010
Payroll Taxes	\$2,106	\$23	\$219	\$801	\$234	\$3,383
Workers Compensation Insurance	\$1,804	\$20	\$187	\$686	\$200	\$2,897
Total Direct Labor-Related-Costs	\$41,062	\$451	\$4,268	\$15,613	\$4,560	\$65,954
Direct Fuel Costs	\$3,298	\$36	\$343	\$1,254	\$357	\$5,288
Other Direct Costs	\$6,221	\$68	\$647	\$2,365	\$673	\$9,974
Depreciation - Collection Vehicles	\$13,236	\$146	\$1,376	\$5,033	\$1,165	\$20,955
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$13,236	\$146	\$1,376	\$5,033	\$1,165	\$20,955
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$35,214	\$387	\$3,661	\$13,389	\$2,623	\$55,275
Operations	\$6,239	\$69	\$649	\$2,372	\$627	\$9,955
Vehicle Maintenance	\$11,923	\$131	\$1,239	\$4,534	\$1,198	\$19,025
Container Maintenance (using lifts for Agency Costs)	\$5,061	\$56	\$526	\$1,924	\$377	\$7,944
Total Allocated Indirect Costs excluding Depreciation and Interest	\$58,437	\$642	\$6,075	\$22,219	\$4,825	\$92,198
Total Allocated Indirect Depreciation Costs (Form 9)	\$432	\$5	\$45	\$164	\$38	\$684
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$122,685	\$1,349	\$12,753	\$46,648	\$11,619	\$195,054
Profit (insert Operating Ratio below)	\$12,879	\$142	\$1,339	\$4,897	\$1,220	\$20,475
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$135,563	\$1,490	\$14,092	\$51,545	\$12,838	\$215,529
Contractor Pass-Through Costs						
Interest Expense	\$2,806	\$31	\$292	\$1,067	\$247	\$4,442
Total Contractor Pass-Through Costs	\$2,806	\$31	\$292	\$1,067	\$247	\$4,442
TOTAL BASE CONTRACTOR'S COMPENSATION	\$138,369	\$1,521	\$14,384	\$52,612	\$13,085	\$219,971

D. City of Redwood City Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	69,888	1,170	3,471	383	
2015	69,550	923	3,133	413	
2016	71,006	806	8,957	416	
Prior Year Rolling Three-Year Average	70,148	966	5,187	404	
	Lifts	Lifts	Lifts	Hauls	
2014	69,888	1,170	3,471	383	
2015	69,550	923	3,133	413	
2016	71,006	806	8,957	416	
Current Year Rolling Three-Year Average	70,148	966	5,187	404	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$25,317	\$278	\$2,632	\$9,626	\$2,812	\$40,664
Benefits for CBAs	\$11,835	\$130	\$1,230	\$4,500	\$1,314	\$19,010
Payroll Taxes	\$2,106	\$23	\$219	\$801	\$234	\$3,383
Workers Compensation Insurance	\$1,804	\$20	\$187	\$686	\$200	\$2,897
Total Direct Labor Related-Costs	\$41,062	\$451	\$4,268	\$15,613	\$4,560	\$65,954
Direct Fuel Costs	\$3,298	\$36	\$343	\$1,254	\$357	\$5,288
Other Direct Costs	\$6,221	\$68	\$647	\$2,365	\$673	\$9,974
Depreciation - Collection Vehicles	\$13,236	\$146	\$1,376	\$5,033	\$1,165	\$20,955
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$13,236	\$146	\$1,376	\$5,033	\$1,165	\$20,955
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$35,214	\$387	\$3,661	\$13,389	\$2,623	\$55,275
Operations	\$6,239	\$69	\$649	\$2,372	\$627	\$9,955
Vehicle Maintenance	\$11,923	\$131	\$1,239	\$4,534	\$1,198	\$19,025
Container Maintenance (using lifts for Agency Costs)	\$5,061	\$56	\$526	\$1,924	\$377	\$7,944
Total Allocated Indirect Costs excluding Depreciation and Interest	\$58,437	\$642	\$6,075	\$22,219	\$4,825	\$92,198
Total Allocated Indirect Depreciation Costs (Form 9)	\$432	\$5	\$45	\$164	\$38	\$684
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$122,685	\$1,349	\$12,753	\$46,648	\$11,619	\$195,054
Profit (insert Operating Ratio below)	\$12,879	\$142	\$1,339	\$4,897	\$1,220	\$20,475
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$135,563	\$1,490	\$14,092	\$51,545	\$12,838	\$215,529
Contractor Pass-Through Costs						
Interest Expense	\$2,806	\$31	\$292	\$1,067	\$247	\$4,442
Total Contractor Pass-Through Costs	\$2,806	\$31	\$292	\$1,067	\$247	\$4,442
TOTAL BASE CONTRACTOR'S COMPENSATION	\$138,369	\$1,521	\$14,384	\$52,612	\$13,085	\$219,971

D. City of San Carlos Allocated Costs - SFD

	Statistics Used for Year 2021 Cost Allocation Only				Total
City # of accounts	8,588	8,576	8,440	2,513	8,588
SBWMA # of accounts	94,580	94,372	90,725	29,504	94,580
City # of accounts %	9.1%	9.1%	9.3%	8.5%	9.1%
City Total Route Labor hours year	3,987.29	3,678.62	3,177.89	1,111.28	11,955
SBWMA Total Route Labor hours year	46,232.55	42,856.20	39,114.12	13,045.24	141,248
City Total Route Labor hours year %	8.6%	8.6%	8.1%	8.5%	8.5%
City # of route hours/year	3,707.16	3,568.70	2,973.19	1,111.28	11,360
SBWMA # of route hours/year	42,847.89	38,380.04	34,949.16	13,045.24	129,222
City Total Route Labor hours year %	8.7%	9.3%	8.5%	8.5%	8.8%
City Total Containers in Service	8,619	8,596	8,687	2,513	28,415
SBWMA Total Containers in Service	96,806	96,284	99,941	29,504	322,535
City Total Containers in Service %	8.9%	8.9%	8.7%	8.5%	8.8%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$334,488	\$274,132	\$220,948	\$76,421	\$905,990
Benefits for CBAs	\$154,532	\$132,174	\$104,015	\$41,104	\$431,825
Payroll Taxes	\$27,829	\$22,808	\$18,383	\$6,358	\$75,378
Workers Compensation Insurance	\$23,832	\$19,531	\$15,742	\$5,445	\$64,549
Total Direct Labor Related-Costs	\$540,681	\$448,645	\$359,088	\$129,328	\$1,477,742
Direct Fuel Costs	\$35,415	\$38,892	\$29,579	\$3,611	\$107,497
Other Direct Costs	\$46,640	\$51,219	\$39,439	\$5,775	\$143,073
Depreciation - Collection Vehicles	\$52,859	\$53,298	\$47,762	\$3,328	\$157,248
Depreciation - Containers	\$23,902	\$24,693	\$28,849	\$0	\$77,445
Depreciation for Collection Equipment	\$76,761	\$77,991	\$76,612	\$3,328	\$234,692
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$161,062	\$167,498	\$167,258	\$6,217	\$502,035
Operations	\$31,295	\$34,949	\$31,191	\$1,268	\$98,703
Vehicle Maintenance	\$59,813	\$66,796	\$59,613	\$2,423	\$188,645
Container Maintenance	\$22,695	\$23,648	\$22,458	\$893	\$69,695
Total Allocated Indirect Costs excluding Depreciation and Interest	\$274,866	\$292,891	\$280,520	\$10,802	\$859,078
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,889	\$2,115	\$1,935	\$78	\$6,017
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$976,253	\$911,752	\$787,173	\$152,923	\$2,828,100
Profit (insert Operating Ratio below)	\$102,480	\$95,709	\$82,631	\$16,053	\$296,872
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$1,078,732	\$1,007,461	\$869,804	\$168,975	\$3,124,972
Contractor Pass-Through Costs					
Interest Expense	\$18,826	\$19,127	\$18,789	\$816	\$57,558
Total Contractor Pass-Through Costs	\$18,826	\$19,127	\$18,789	\$816	\$57,558
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,097,558	\$1,026,588	\$888,593	\$169,792	\$3,182,530

Service Level Statistics Used for Future Service Level Cost Adjustments			
	Accounts	Accounts	Accounts
2014	8,608	8,608	8,608
2015	8,615	8,615	8,615
2016	8,588	8,588	8,588
Rolling Three-Year Average	8,604	8,604	8,604

D. City of San Carlos Allocated Costs - SFD

Step 1: Index Based Adjustments				
PY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$334,488	\$274,132	\$220,948	\$76,421	\$905,990
Benefits for CBAs	\$154,532	\$132,174	\$104,015	\$41,104	\$431,825
Payroll Taxes	\$27,829	\$22,808	\$18,383	\$6,358	\$75,378
Workers Compensation Insurance	\$23,832	\$19,531	\$15,742	\$5,445	\$64,549
Total Direct Labor Related-Costs	\$540,681	\$448,645	\$359,088	\$129,328	\$1,477,742
Direct Fuel Costs	\$35,415	\$38,892	\$29,579	\$3,611	\$107,497
Other Direct Costs	\$46,640	\$51,219	\$39,439	\$5,775	\$143,073
Depreciation - Collection Vehicles	\$52,859	\$53,298	\$47,762	\$3,328	\$157,248
Depreciation - Containers	\$23,902	\$24,693	\$28,849	\$0	\$77,445
Depreciation for Collection Equipment	\$76,761	\$77,991	\$76,612	\$3,328	\$234,692
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative Operations	\$161,062	\$167,498	\$167,258	\$6,217	\$502,035
Vehicle Maintenance	\$31,295	\$34,949	\$31,191	\$1,268	\$98,703
Container Maintenance	\$59,813	\$66,796	\$59,613	\$2,423	\$188,645
Container Maintenance	\$22,695	\$23,648	\$22,458	\$893	\$69,695
Total Allocated Indirect Costs excluding Depreciation and Interest	\$274,866	\$292,891	\$280,520	\$10,802	\$859,078
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,889	\$2,115	\$1,935	\$78	\$6,017
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$976,253	\$911,752	\$787,173	\$152,923	\$2,828,100
Profit (insert Operating Ratio below)	\$102,480	\$95,709	\$82,631	\$16,053	\$296,872
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$1,078,732	\$1,007,461	\$869,804	\$168,975	\$3,124,972
Contractor Pass-Through Costs					
Interest Expense	\$18,826	\$19,127	\$18,789	\$816	\$57,558
Total Contractor Pass-Through Costs	\$18,826	\$19,127	\$18,789	\$816	\$57,558
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,097,558	\$1,026,588	\$888,593	\$169,792	\$3,182,530

D. City of San Carlos Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	8,608	8,608	8,608	
2015	8,615	8,615	8,615	
2016	8,588	8,588	8,588	
Prior Year Rolling Three-Year Average	8,604	8,604	8,604	
	Accounts	Accounts	Accounts	
2014	8,608	8,608	8,608	
2015	8,615	8,615	8,615	
2016	8,588	8,588	8,588	
Current Year Rolling Three-Year Average	8,604	8,604	8,604	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$334,488	\$274,132	\$220,948	\$76,421	\$905,990
Benefits for CBAs	\$154,532	\$132,174	\$104,015	\$41,104	\$431,825
Payroll Taxes	\$27,829	\$22,808	\$18,383	\$6,358	\$75,378
Workers Compensation Insurance	\$23,832	\$19,531	\$15,742	\$5,445	\$64,549
Total Direct Labor Related-Costs	\$540,681	\$448,645	\$359,088	\$129,328	\$1,477,742
Direct Fuel Costs	\$35,415	\$38,892	\$29,579	\$3,611	\$107,497
Other Direct Costs	\$46,640	\$51,219	\$39,439	\$5,775	\$143,073
Depreciation - Collection Vehicles	\$52,859	\$53,298	\$47,762	\$3,328	\$157,248
Depreciation - Containers	\$23,902	\$24,693	\$28,849	\$0	\$77,445
Depreciation for Collection Equipment	\$76,761	\$77,991	\$76,612	\$3,328	\$234,692
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$161,062	\$167,498	\$167,258	\$6,217	\$502,035
Operations	\$31,295	\$34,949	\$31,191	\$1,268	\$98,703
Vehicle Maintenance	\$59,813	\$66,796	\$59,613	\$2,423	\$188,645
Container Maintenance	\$22,695	\$23,648	\$22,458	\$893	\$69,695
Total Allocated Indirect Costs excluding Depreciation and Interest	\$274,866	\$292,891	\$280,520	\$10,802	\$859,078
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,889	\$2,115	\$1,935	\$78	\$6,017
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$976,253	\$911,752	\$787,173	\$152,923	\$2,828,100
Profit (insert Operating Ratio below)	\$102,480	\$95,709	\$82,631	\$16,053	\$296,872
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$1,078,732	\$1,007,461	\$869,804	\$168,975	\$3,124,972
Contractor Pass-Through Costs					
Interest Expense	\$18,826	\$19,127	\$18,789	\$816	\$57,558
Total Contractor Pass-Through Costs	\$18,826	\$19,127	\$18,789	\$816	\$57,558
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,097,558	\$1,026,588	\$888,593	\$169,792	\$3,182,530

D. City of San Carlos Allocated Costs - MFD & Commercial

Statistics Used for Year 2021 Cost Allocation Only						Total
City # of Accounts	1,152	1,164	167	12	2,513	2,495
SBWMA # Accounts	10,332	10,210	1,712	195	29,504	22,449
City # of Accounts %	11.1%	11.4%	9.8%	6.2%	8.5%	11.1%
City Total Route Labor hours year	4,003.38	2,856.61	761.38	315.28	1,111.28	7,937
SBWMA Total Route Labor hours year	47,871.85	27,111.92	6,356.65	6,167.11	13,045.24	87,508
City Total Route Labor hours year %	8.4%	10.5%	12.0%	5.1%	8.5%	9.1%
City # of route hours/year	2,775.42	2,677.25	713.73	315.28	1,111.28	6,482
SBWMA # of route hours/year	31,307.08	25,241.12	6,046.06	6,167.11	13,045.24	68,761
City # of route hours/year %	8.9%	10.6%	11.8%	5.1%	8.5%	9.4%
City Total Containers in Service	1,590	1,888	196	31	2,513	3,705
SBWMA Total Containers in Service	17,258	19,703	2,059	333	29,504	39,353
City Total Containers in Service %	9.2%	9.6%	9.5%	9.3%	8.5%	9.4%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$425,016	\$212,951	\$84,117	\$25,105	\$12,318	\$759,508
Benefits for CBAs	\$202,656	\$95,383	\$26,474	\$8,900	\$6,058	\$339,472
Payroll Taxes	\$35,361	\$17,718	\$6,999	\$2,089	\$1,025	\$63,191
Workers Compensation Insurance	\$30,281	\$15,172	\$5,994	\$1,789	\$878	\$54,113
Total Direct Labor Related-Costs	\$693,314	\$341,224	\$123,582	\$37,883	\$20,279	\$1,216,283
Direct Fuel Costs	\$42,989	\$21,676	\$11,150	\$2,417	\$1,340	\$79,571
Other Direct Costs	\$59,165	\$34,894	\$13,526	\$4,587	\$1,844	\$114,015
Depreciation - Collection Vehicles	\$52,974	\$32,537	\$19,896	\$3,860	\$1,275	\$110,541
Depreciation - Containers	\$11,129	\$8,725	\$8,150	\$0	\$318	\$28,322
Depreciation for Collection Equipment	\$64,102	\$41,263	\$28,045	\$3,860	\$1,594	\$138,864
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative Operations	\$104,916	\$113,505	\$114,476	\$35,562	\$2,556	\$371,015
Vehicle Maintenance	\$17,011	\$21,534	\$28,251	\$6,024	\$521	\$73,342
Container Maintenance	\$32,512	\$41,157	\$53,994	\$11,514	\$996	\$140,173
Total Allocated Indirect Costs excluding Depreciation and Interest	\$166,897	\$189,906	\$212,775	\$60,832	\$4,441	\$634,851
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,072	\$1,323	\$1,472	\$433	\$32	\$4,332
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,027,540	\$630,285	\$390,550	\$110,012	\$29,528	\$2,187,915
Profit (insert Operating Ratio below)	\$107,863.28	\$66,163	\$40,997	\$11,548	\$3,100	\$229,671
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$1,135,403	\$696,448	\$431,547	\$121,560	\$32,628	\$2,417,586
Contractor Pass-Through Costs						
Interest Expense	\$20,746	\$13,354	\$9,076	\$1,249	\$516	\$44,941
Total Contractor Pass-Through Costs	\$20,746	\$13,354	\$9,076	\$1,249	\$516	\$44,941
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,156,149	\$709,802	\$440,624	\$122,809	\$33,144	\$2,462,527

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Lifts	Lifts	Lifts	Hauls
2014	107,900	123,617	11,128	326
2015	108,615	128,297	14,586	370
2016	107,419	131,092	18,109	369
Rolling Three-Year Average	107,978	127,669	14,608	355

D. City of San Carlos Allocated Costs - MFD & Commercial

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$425,016	\$212,951	\$84,117	\$25,105	\$12,318	\$759,508
Benefits for CBAs	\$202,656	\$95,383	\$26,474	\$8,900	\$6,058	\$339,472
Payroll Taxes	\$35,361	\$17,718	\$6,999	\$2,089	\$1,025	\$63,191
Workers Compensation Insurance	<u>\$30,281</u>	<u>\$15,172</u>	<u>\$5,994</u>	<u>\$1,789</u>	<u>\$878</u>	<u>\$54,113</u>
Total Direct Labor Related-Costs	\$693,314	\$341,224	\$123,582	\$37,883	\$20,279	\$1,216,283
Direct Fuel Costs	\$42,989	\$21,676	\$11,150	\$2,417	\$1,340	\$79,571
Other Direct Costs	\$59,165	\$34,894	\$13,526	\$4,587	\$1,844	\$114,015
Depreciation - Collection Vehicles	\$52,974	\$32,537	\$19,896	\$3,860	\$1,275	\$110,541
Depreciation - Containers	\$11,129	\$8,725	\$8,150	\$0	\$318	\$28,322
Depreciation for Collection Equipment	\$64,102	\$41,263	\$28,045	\$3,860	\$1,594	\$138,864
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$104,916	\$113,505	\$114,476	\$35,562	\$2,556	\$371,015
Operations	\$17,011	\$21,534	\$28,251	\$6,024	\$521	\$73,342
Vehicle Maintenance	\$32,512	\$41,157	\$53,994	\$11,514	\$996	\$140,173
Container Maintenance	\$12,458	\$13,710	\$16,054	\$7,731	\$367	<u>\$50,321</u>
Total Allocated Indirect Costs excluding Depreciation and Interest	\$166,897	\$189,906	\$212,775	\$60,832	\$4,441	\$634,851
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,072	\$1,323	\$1,472	\$433	\$32	\$4,332
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,027,540	\$630,285	\$390,550	\$110,012	\$29,528	\$2,187,915
Profit (insert Operating Ratio below)	\$107,863	\$66,163	\$40,997	\$11,548	\$3,100	\$229,671
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$1,135,403	\$696,448	\$431,547	\$121,560	\$32,628	\$2,417,586
Contractor Pass-Through Costs						
Interest Expense	\$20,746	\$13,354	\$9,076	\$1,249	\$516	\$44,941
Total Contractor Pass-Through Costs	<u>\$20,746</u>	<u>\$13,354</u>	<u>\$9,076</u>	<u>\$1,249</u>	<u>\$516</u>	<u>\$44,941</u>
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,156,149	\$709,802	\$440,624	\$122,809	\$33,144	\$2,462,527

D. City of San Carlos Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	107,900	123,617	11,128	326	
2015	108,615	128,297	14,586	370	
2016	107,419	131,092	18,109	369	
Prior Year Rolling Three-Year Average	107,978	127,669	14,608	355	
	Lifts	Lifts	Lifts	Hauls	
2014	107,900	123,617	11,128	326	
2015	108,615	128,297	14,586	370	
2016	107,419	131,092	18,109	369	
Current Year Rolling Three-Year Average	107,978	127,669	14,608	355	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$425,016	\$212,951	\$84,117	\$25,105	\$12,318	\$759,508
Benefits for CBAs	\$202,656	\$95,383	\$26,474	\$8,900	\$6,058	\$339,472
Payroll Taxes	\$35,361	\$17,718	\$6,999	\$2,089	\$1,025	\$63,191
Workers Compensation Insurance	\$30,281	\$15,172	\$5,994	\$1,789	\$878	\$54,113
Total Direct Labor Related-Costs	\$693,314	\$341,224	\$123,582	\$37,883	\$20,279	\$1,216,283
Direct Fuel Costs	\$42,989	\$21,676	\$11,150	\$2,417	\$1,340	\$79,571
Other Direct Costs	\$59,165	\$34,894	\$13,526	\$4,587	\$1,844	\$114,015
Depreciation - Collection Vehicles	\$52,974	\$32,537	\$19,896	\$3,860	\$1,275	\$110,541
Depreciation - Containers	\$11,129	\$8,725	\$8,150	\$0	\$318	\$28,322
Depreciation for Collection Equipment	\$64,102	\$41,263	\$28,045	\$3,860	\$1,594	\$138,864
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative Operations	\$104,916	\$113,505	\$114,476	\$35,562	\$2,556	\$371,015
Vehicle Maintenance	\$17,011	\$21,534	\$28,251	\$6,024	\$521	\$73,342
Container Maintenance	\$32,512	\$41,157	\$53,994	\$11,514	\$996	\$140,173
	\$12,458	\$13,710	\$16,054	\$7,731	\$367	\$50,321
Total Allocated Indirect Costs excluding Depreciation and Interest	\$166,897	\$189,906	\$212,775	\$60,832	\$4,441	\$634,851
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,072	\$1,323	\$1,472	\$433	\$32	\$4,332
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,027,540	\$630,285	\$390,550	\$110,012	\$29,528	\$2,187,915
Profit (insert Operating Ratio below)	\$107,863	\$66,163	\$40,997	\$11,548	\$3,100	\$229,671
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$1,135,403	\$696,448	\$431,547	\$121,560	\$32,628	\$2,417,586
Contractor Pass-Through Costs						
Interest Expense	\$20,746	\$13,354	\$9,076	\$1,249	\$516	\$44,941
Total Contractor Pass-Through Costs	\$20,746	\$13,354	\$9,076	\$1,249	\$516	\$44,941
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,156,149	\$709,802	\$440,624	\$122,809	\$33,144	\$2,462,527

D. City of San Carlos Allocated Costs - Agency Facilities

Statistics Used for Year 2021 Cost Allocation Only					Totals
City # of Lifts per year	14,144	3,120	11,544	8,588	28,808.00
SBWMA # Lifts per year (Accounts for Venues/Events)	242,307	16,744	65,039	94,580	
City # of Lifts per year %	5.8%	18.6%	17.7%	9.1%	
City Total Route Labor hours year	317.12	63.19	159.80	182.57	540.11
SBWMA Total Route Labor hours year	4,706.39	236.00	993.06	5,935.45	
City Total Route Labor hours year %	6.7%	26.8%	16.1%	12.2%	
City # of route hours/year	161.87	59.30	156.03	72.68	377.20
SBWMA # of route hours/year	2,599.51	224.16	939.57	5,935.45	
City # of route hours/year %	6.2%	26.5%	16.6%	12.2%	
City # of Containers	35	47	73	8,619	155.00
SBWMA # of Containers	842	256	528	96,806	
City # of Containers %	4.2%	18.4%	13.8%	8.9%	
	44%	9%	22%	25%	

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$10,246	\$2,042	\$5,163	\$5,899	\$1,187	\$24,536
Benefits for CBAs	\$4,790	\$954	\$2,414	\$2,758	\$555	\$11,470
Payroll Taxes	\$852	\$170	\$430	\$491	\$99	\$2,041
Workers Compensation Insurance	\$730	\$145	\$368	\$420	\$85	\$1,748
Total Direct Labor Related-Costs	\$16,618	\$3,311	\$8,374	\$9,568	\$1,925	\$39,796
Direct Fuel Costs	\$1,274	\$254	\$642	\$734	\$151	\$3,055
Other Direct Costs	\$2,404	\$479	\$1,211	\$1,384	\$284	\$5,762
Depreciation - Collection Vehicles	\$5,228	\$1,042	\$2,634	\$3,010	\$492	\$12,405
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$5,228	\$1,042	\$2,634	\$3,010	\$492	\$12,405
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$10,775	\$2,147	\$5,430	\$6,204	\$1,294	\$25,850
Operations	\$2,428	\$484	\$1,224	\$1,398	\$265	\$5,798
Vehicle Maintenance	\$4,641	\$925	\$2,339	\$2,672	\$506	\$11,082
Container Maintenance (using lifts for Agency Costs)	\$1,549	\$309	\$780	\$892	\$186	\$3,715
Total Allocated Indirect Costs excluding Depreciation and Interest	\$19,393	\$3,864	\$9,772	\$11,165	\$2,251	\$46,445
Total Allocated Indirect Depreciation Costs (Form 9)	\$171	\$34	\$86	\$98	\$16	\$405
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$45,088	\$8,984	\$22,720	\$25,958	\$5,118	\$107,867
Profit (insert Operating Ratio below)	\$4,733	\$943	\$2,385	\$2,725	\$537	\$11,323
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$49,821	\$9,927	\$25,105	\$28,683	\$5,655	\$119,191
Contractor Pass-Through Costs						
Interest Expense	\$1,108	\$221	\$558	\$638	\$104	\$2,630
Total Contractor Pass-Through Costs	\$1,108	\$221	\$558	\$638	\$104	\$2,630
TOTAL BASE CONTRACTOR'S COMPENSATION	\$50,929	\$10,148	\$25,663	\$29,321	\$5,759	\$121,820

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Lifts	Lifts	Lifts	Hauls
2014	11,700	1,586	10,868	147
2015	11,648	1,508	10,764	175
2016	14,144	3,120	11,544	185
Rolling Three-Year Average	12,497	2,071	11,059	169

D. City of San Carlos Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$10,246	\$2,042	\$5,163	\$5,899	\$1,187	\$24,536
Benefits for CBAs	\$4,790	\$954	\$2,414	\$2,758	\$555	\$11,470
Payroll Taxes	\$852	\$170	\$430	\$491	\$99	\$2,041
Workers Compensation Insurance	\$730	\$145	\$368	\$420	\$85	\$1,748
Total Direct Labor Related-Costs	\$16,618	\$3,311	\$8,374	\$9,568	\$1,925	\$39,796
Direct Fuel Costs	\$1,274	\$254	\$642	\$734	\$151	\$3,055
Other Direct Costs	\$2,404	\$479	\$1,211	\$1,384	\$284	\$5,762
Depreciation - Collection Vehicles	\$5,228	\$1,042	\$2,634	\$3,010	\$492	\$12,405
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$5,228	\$1,042	\$2,634	\$3,010	\$492	\$12,405
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$10,775	\$2,147	\$5,430	\$6,204	\$1,294	\$25,850
Operations	\$2,428	\$484	\$1,224	\$1,398	\$265	\$5,798
Vehicle Maintenance	\$4,641	\$925	\$2,339	\$2,672	\$506	\$11,082
Container Maintenance (using lifts for Agency Costs)	\$1,549	\$309	\$780	\$892	\$186	\$3,715
Total Allocated Indirect Costs excluding Depreciation and Interest	\$19,393	\$3,864	\$9,772	\$11,165	\$2,251	\$46,445
Total Allocated Indirect Depreciation Costs (Form 9)	\$171	\$34	\$86	\$98	\$16	\$405
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$45,088	\$8,984	\$22,720	\$25,958	\$5,118	\$107,867
Profit (insert Operating Ratio below)	\$4,733	\$943	\$2,385	\$2,725	\$537	\$11,323
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$49,821	\$9,927	\$25,105	\$28,683	\$5,655	\$119,191
Contractor Pass-Through Costs						
Interest Expense	\$1,108	\$221	\$558	\$638	\$104	\$2,630
Total Contractor Pass-Through Costs	\$1,108	\$221	\$558	\$638	\$104	\$2,630
TOTAL BASE CONTRACTOR'S COMPENSATION	\$50,929	\$10,148	\$25,663	\$29,321	\$5,759	\$121,820

D. City of San Carlos Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments						
	Lifts	Lifts	Lifts	Lifts	Hauls	
2014	11,700	1,586	10,868	147		
2015	11,648	1,508	10,764	175		
2016	14,144	3,120	11,544	185		
Prior Year Rolling Three-Year Average	12,497	2,071	11,059	169		
	Lifts	Lifts	Lifts	Hauls		
2014	11,700	1,586	10,868	147		
2015	11,648	1,508	10,764	175		
2016	14,144	3,120	11,544	185		
Current Year Rolling Three-Year Average	12,497	2,071	11,059	169		
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%		1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%		1

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$10,246	\$2,042	\$5,163	\$5,899	\$1,187	\$24,536
Benefits for CBAs	\$4,790	\$954	\$2,414	\$2,758	\$555	\$11,470
Payroll Taxes	\$852	\$170	\$430	\$491	\$99	\$2,041
Workers Compensation Insurance	\$730	\$145	\$368	\$420	\$85	\$1,748
Total Direct Labor Related-Costs	\$16,618	\$3,311	\$8,374	\$9,568	\$1,925	\$39,796
Direct Fuel Costs	\$1,274	\$254	\$642	\$734	\$151	\$3,055
Other Direct Costs	\$2,404	\$479	\$1,211	\$1,384	\$284	\$5,762
Depreciation - Collection Vehicles	\$5,228	\$1,042	\$2,634	\$3,010	\$492	\$12,405
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$5,228	\$1,042	\$2,634	\$3,010	\$492	\$12,405
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$10,775	\$2,147	\$5,430	\$6,204	\$1,294	\$25,850
Operations	\$2,428	\$484	\$1,224	\$1,398	\$265	\$5,798
Vehicle Maintenance	\$4,641	\$925	\$2,339	\$2,672	\$506	\$11,082
Container Maintenance (using lifts for Agency Costs)	\$1,549	\$309	\$780	\$892	\$186	\$3,715
Total Allocated Indirect Costs excluding Depreciation and Interest	\$19,393	\$3,864	\$9,772	\$11,165	\$2,251	\$46,445
Total Allocated Indirect Depreciation Costs (Form 9)	\$171	\$34	\$86	\$98	\$16	\$405
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$45,088	\$8,984	\$22,720	\$25,958	\$5,118	\$107,867
Profit (insert Operating Ratio below)	\$4,733	\$943	\$2,385	\$2,725	\$537	\$11,323
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$49,821	\$9,927	\$25,105	\$28,683	\$5,655	\$119,191
Contractor Pass-Through Costs						
Interest Expense	\$1,108	\$221	\$558	\$638	\$104	\$2,630
Total Contractor Pass-Through Costs	\$1,108	\$221	\$558	\$638	\$104	\$2,630
TOTAL BASE CONTRACTOR'S COMPENSATION	\$50,929	\$10,148	\$25,663	\$29,321	\$5,759	\$121,820

D. City of San Mateo Allocated Costs - SFD

Statistics Used for Year 2021 Cost Allocation Only					Total
City # of accounts	20,438	20,398	19,651	7,614	20,438
SBWMA # of accounts	94,580	94,372	90,725	29,504	94,580
City # of accounts %	21.6%	21.6%	21.7%	25.8%	21.6%
City Total Route Labor hours year	9,823.47	8,126.64	6,986.11	3,366.69	28,303
SBWMA Total Route Labor hours year	46,232.55	42,856.20	39,114.12	13,045.24	141,248
City Total Route Labor hours year %	21.2%	19.0%	17.9%	25.8%	20.0%
City # of route hours/year	9,245.98	7,515.84	6,166.98	3,366.69	26,295
SBWMA # of route hours/year	42,847.89	38,380.04	34,949.16	13,045.24	129,222
City Total Route Labor hours year %	21.6%	19.6%	17.6%	25.8%	20.3%
City Total Containers in Service	20,742	20,627	20,125	7,614	69,108
SBWMA Total Containers in Service	96,806	96,284	99,941	29,504	322,535
City Total Containers in Service %	21.4%	21.4%	20.1%	25.8%	21.4%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$824,077	\$605,601	\$485,722	\$231,523	\$2,146,923
Benefits for CBAs	\$380,719	\$291,992	\$228,662	\$124,527	\$1,025,900
Payroll Taxes	\$68,563	\$50,386	\$40,412	\$19,263	\$178,624
Workers Compensation Insurance	\$58,714	\$43,146	\$34,605	\$16,495	\$152,961
Total Direct Labor Related-Costs	\$1,332,074	\$991,125	\$789,401	\$391,808	\$3,504,408
Direct Fuel Costs	\$88,329	\$81,908	\$61,352	\$10,940	\$242,529
Other Direct Costs	\$116,325	\$107,869	\$81,804	\$17,497	\$323,495
Depreciation - Collection Vehicles	\$131,836	\$112,248	\$99,068	\$10,083	\$353,235
Depreciation - Containers	\$57,520	\$59,254	\$66,835	\$0	\$183,610
Depreciation for Collection Equipment	\$189,356	\$171,502	\$165,903	\$10,083	\$536,845
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$383,301	\$398,393	\$389,431	\$18,836	\$1,189,961
Operations	\$78,053	\$73,605	\$64,695	\$3,841	\$220,194
Vehicle Maintenance	\$149,178	\$140,676	\$123,648	\$7,342	\$420,844
Container Maintenance	\$54,617	\$56,745	\$52,029	\$2,707	\$166,099
Total Allocated Indirect Costs excluding Depreciation and Interest	\$665,150	\$669,419	\$629,803	\$32,726	\$1,997,098
Total Allocated Indirect Depreciation Costs (Form 9)	\$4,712	\$4,454	\$4,014	\$235	\$13,415
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$2,395,946	\$2,026,276	\$1,732,277	\$463,290	\$6,617,790
Profit (insert Operating Ratio below)	\$251,508	\$212,703	\$181,841	\$48,633	\$694,685
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$2,647,454	\$2,238,979	\$1,914,119	\$511,923	\$7,312,475
Contractor Pass-Through Costs					
Interest Expense	\$46,439	\$42,061	\$40,687	\$2,473	\$131,660
Total Contractor Pass-Through Costs	\$46,439	\$42,061	\$40,687	\$2,473	\$131,660
TOTAL BASE CONTRACTOR'S COMPENSATION	\$2,693,893	\$2,281,040	\$1,954,806	\$514,396	\$7,444,135

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Accounts	Accounts	Accounts	
2014	20,120	20,120	20,120	
2015	20,306	20,306	20,306	
2016	20,438	20,438	20,438	
Rolling Three-Year Average	20,288	20,288	20,288	

D. City of San Mateo Allocated Costs - SFD

Step 1: Index Based Adjustments				
PY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$824,077	\$605,601	\$485,722	\$231,523	\$2,146,923
Benefits for CBAs	\$380,719	\$291,992	\$228,662	\$124,527	\$1,025,900
Payroll Taxes	\$68,563	\$50,386	\$40,412	\$19,263	\$178,624
Workers Compensation Insurance	\$58,714	\$43,146	\$34,605	\$16,495	\$152,961
Total Direct Labor Related-Costs	\$1,332,074	\$991,125	\$789,401	\$391,808	\$3,504,408
Direct Fuel Costs	\$88,329	\$81,908	\$61,352	\$10,940	\$242,529
Other Direct Costs	\$116,325	\$107,869	\$81,804	\$17,497	\$323,495
Depreciation - Collection Vehicles	\$131,836	\$112,248	\$99,068	\$10,083	\$353,235
Depreciation - Containers	\$57,520	\$59,254	\$66,835	\$0	\$183,610
Depreciation for Collection Equipment	\$189,356	\$171,502	\$165,903	\$10,083	\$536,845
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$383,301	\$398,393	\$389,431	\$18,836	\$1,189,961
Operations	\$78,053	\$73,605	\$64,695	\$3,841	\$220,194
Vehicle Maintenance	\$149,178	\$140,676	\$123,648	\$7,342	\$420,844
Container Maintenance	\$54,617	\$56,745	\$52,029	\$2,707	\$166,099
Total Allocated Indirect Costs excluding Depreciation and Interest	\$665,150	\$669,419	\$629,803	\$32,726	\$1,997,098
Total Allocated Indirect Depreciation Costs (Form 9)	\$4,712	\$4,454	\$4,014	\$235	\$13,415
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$2,395,946	\$2,026,276	\$1,732,277	\$463,290	\$6,617,790
Profit (insert Operating Ratio below)	\$251,508	\$212,703	\$181,841	\$48,633	\$694,685
	90.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$2,647,454	\$2,238,979	\$1,914,119	\$511,923	\$7,312,475
Contractor Pass-Through Costs					
Interest Expense	\$46,439	\$42,061	\$40,687	\$2,473	\$131,660
Total Contractor Pass-Through Costs	\$46,439	\$42,061	\$40,687	\$2,473	\$131,660
TOTAL BASE CONTRACTOR'S COMPENSATION	\$2,693,893	\$2,281,040	\$1,954,806	\$514,396	\$7,444,135

D. City of San Mateo Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	20,120	20,120	20,120	
2015	20,306	20,306	20,306	
2016	20,438	20,438	20,438	
Prior Year Rolling Three-Year Average	20,288	20,288	20,288	
	Accounts	Accounts	Accounts	
2014	20,120	20,120	20,120	
2015	20,306	20,306	20,306	
2016	20,438	20,438	20,438	
Current Year Rolling Three-Year Average	20,288	20,288	20,288	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$824,077	\$605,601	\$485,722	\$231,523	\$2,146,923
Benefits for CBAs	\$380,719	\$291,992	\$228,662	\$124,527	\$1,025,900
Payroll Taxes	\$68,563	\$50,386	\$40,412	\$19,263	\$178,624
Workers Compensation Insurance	\$58,714	\$43,146	\$34,605	\$16,495	\$152,961
Total Direct Labor Related-Costs	\$1,332,074	\$991,125	\$789,401	\$391,808	\$3,504,408
Direct Fuel Costs	\$88,329	\$81,908	\$61,352	\$10,940	\$242,529
Other Direct Costs	\$116,325	\$107,869	\$81,804	\$17,497	\$323,495
Depreciation - Collection Vehicles	\$131,836	\$112,248	\$99,068	\$10,083	\$353,235
Depreciation - Containers	\$57,520	\$59,254	\$66,835	\$0	\$183,610
Depreciation for Collection Equipment	\$189,356	\$171,502	\$165,903	\$10,083	\$536,845
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$383,301	\$398,393	\$389,431	\$18,836	\$1,189,961
Operations	\$78,053	\$73,605	\$64,695	\$3,841	\$220,194
Vehicle Maintenance	\$149,178	\$140,676	\$123,648	\$7,342	\$420,844
Container Maintenance	\$54,617	\$56,745	\$52,029	\$2,707	\$166,099
Total Allocated Indirect Costs excluding Depreciation and Interest	\$665,150	\$669,419	\$629,803	\$32,726	\$1,997,098
Total Allocated Indirect Depreciation Costs (Form 9)	\$4,712	\$4,454	\$4,014	\$235	\$13,415
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$2,395,946	\$2,026,276	\$1,732,277	\$463,290	\$6,617,790
Profit (insert Operating Ratio below)	\$251,508	\$212,703	\$181,841	\$48,633	\$694,685
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$2,647,454	\$2,238,979	\$1,914,119	\$511,923	\$7,312,475
Contractor Pass-Through Costs					
Interest Expense	\$46,439	\$42,061	\$40,687	\$2,473	\$131,660
Total Contractor Pass-Through Costs	\$46,439	\$42,061	\$40,687	\$2,473	\$131,660
TOTAL BASE CONTRACTOR'S COMPENSATION	\$2,693,893	\$2,281,040	\$1,954,806	\$514,396	\$7,444,135

D. City of San Mateo Allocated Costs - MFD & Commercial

Statistics Used for Year 2021 Cost Allocation Only						Total
City # of Accounts	2,627	2,561	312	60	7,614	5,560
SBWMA # Accounts	10,332	10,210	1,712	195	29,504	22,449
City # of Accounts %	25.4%	25.1%	18.2%	30.8%	25.8%	24.8%
City Total Route Labor hours year	12,459.55	7,158.14	1,400.53	1,368.17	3,366.69	22,386
SBWMA Total Route Labor hours year	47,871.85	27,111.92	6,356.65	6,167.11	13,045.24	87,508
City Total Route Labor hours year %	26.0%	26.4%	22.0%	22.2%	25.8%	25.6%
City # of route hours/year	7,443.49	6,696.84	1,322.44	1,368.17	3,366.69	16,831
SBWMA # of route hours/year	31,307.08	25,241.12	6,046.06	6,167.11	13,045.24	68,761
City # of route hours/year %	23.8%	26.5%	21.9%	22.2%	25.8%	24.5%
City Total Containers in Service	4,681	5,473	386	80	7,614	10,620
SBWMA Total Containers in Service	17,258	19,703	2,059	333	29,504	39,353
City Total Containers in Service %	27.1%	27.8%	18.7%	24.0%	25.8%	27.0%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$1,322,759	\$533,617	\$154,730	\$108,946	\$37,319	\$2,157,371
Benefits for CBAs	\$630,717	\$239,013	\$48,697	\$38,623	\$18,354	\$975,405
Payroll Taxes	\$110,054	\$44,397	\$12,873	\$9,064	\$3,105	\$179,493
Workers Compensation Insurance	\$94,242	\$38,018	\$11,025	\$7,261	\$2,659	\$153,706
Total Direct Labor Related-Costs	\$2,157,772	\$855,045	\$227,325	\$164,395	\$61,437	\$3,465,975
Direct Fuel Costs	\$115,293	\$54,221	\$20,658	\$10,490	\$4,058	\$204,720
Other Direct Costs	\$158,676	\$87,283	\$25,062	\$19,904	\$5,585	\$296,509
Depreciation - Collection Vehicles	\$142,072	\$81,388	\$36,864	\$16,749	\$3,864	\$280,936
Depreciation - Containers	\$32,763	\$25,293	\$16,050	\$0	\$964	\$75,071
Depreciation for Collection Equipment	\$174,835	\$106,681	\$52,914	\$16,749	\$4,828	\$356,007
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$239,249	\$249,730	\$213,872	\$177,810	\$7,744	\$888,405
Operations	\$45,622	\$53,866	\$52,344	\$26,144	\$1,579	\$179,555
Vehicle Maintenance	\$87,194	\$102,950	\$100,043	\$49,966	\$3,018	\$343,172
Container Maintenance	\$36,678	\$39,743	\$31,617	\$19,951	\$1,113	\$129,102
Total Allocated Indirect Costs excluding Depreciation and Interest	\$408,744	\$446,288	\$397,876	\$273,872	\$13,455	\$1,540,234
Total Allocated Indirect Depreciation Costs (Form 9)	\$2,876	\$3,308	\$2,727	\$1,881	\$96	\$10,888
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$3,018,196	\$1,552,826	\$726,562	\$487,290	\$89,459	\$5,874,334
Profit (insert Operating Ratio below)	\$316,827.15	\$163,004	\$76,269	\$51,152	\$9,391	\$616,643
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$3,335,023	\$1,715,830	\$802,831	\$538,443	\$98,850	\$6,490,977
Contractor Pass-Through Costs						
Interest Expense	\$55,463	\$33,842	\$16,786	\$5,313	\$1,532	\$112,936
Total Contractor Pass-Through Costs	\$55,463	\$33,842	\$16,786	\$5,313	\$1,532	\$112,936
TOTAL BASE CONTRACTOR'S COMPENSATION	\$3,390,485	\$1,749,673	\$819,617	\$543,756	\$100,382	\$6,603,913

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	381,576	379,639	33,826	1,536	
2015	372,593	396,747	38,454	1,221	
2016	368,771	407,030	42,445	1,211	
Rolling Three-Year Average	374,313	394,472	38,242	1,323	

D. City of San Mateo Allocated Costs - MFD & Commercial

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$1,322,759	\$533,617	\$154,730	\$108,946	\$37,319	\$2,157,371
Benefits for CBAs	\$630,717	\$239,013	\$48,697	\$38,623	\$18,354	\$975,405
Payroll Taxes	\$110,054	\$44,397	\$12,873	\$9,064	\$3,105	\$179,493
Workers Compensation Insurance	\$94,242	\$38,018	\$11,025	\$7,761	\$2,659	\$153,706
Total Direct Labor Related-Costs	\$2,157,772	\$855,045	\$227,325	\$164,395	\$61,437	\$3,465,975
Direct Fuel Costs	\$115,293	\$54,221	\$20,658	\$10,490	\$4,058	\$204,720
Other Direct Costs	\$158,676	\$87,283	\$25,062	\$19,904	\$5,585	\$296,509
Depreciation - Collection Vehicles	\$142,072	\$81,388	\$36,864	\$16,749	\$3,864	\$280,936
Depreciation - Containers	\$32,763	\$25,293	\$16,050	\$0	\$964	\$75,071
Depreciation for Collection Equipment	\$174,835	\$106,681	\$52,914	\$16,749	\$4,828	\$356,007
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$239,249	\$249,730	\$213,872	\$177,810	\$7,744	\$888,405
Operations	\$45,622	\$53,866	\$52,344	\$26,144	\$1,579	\$179,555
Vehicle Maintenance	\$87,194	\$102,950	\$100,043	\$49,966	\$3,018	\$343,172
Container Maintenance	\$36,678	\$39,743	\$31,617	\$19,951	\$1,113	\$129,102
Total Allocated Indirect Costs excluding Depreciation and Interest	\$408,744	\$446,288	\$397,876	\$273,872	\$13,455	\$1,540,234
Total Allocated Indirect Depreciation Costs (Form 9)	\$2,876	\$3,308	\$2,727	\$1,881	\$96	\$10,888
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$3,018,196	\$1,552,826	\$726,562	\$487,290	\$89,459	\$5,874,334
Profit (insert Operating Ratio below)	\$316,827	\$163,004	\$76,269	\$51,152	\$9,391	\$616,643
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$3,335,023	\$1,715,830	\$802,831	\$538,443	\$98,850	\$6,490,977
Contractor Pass-Through Costs						
Interest Expense	\$55,463	\$33,842	\$16,786	\$5,313	\$1,532	\$112,936
Total Contractor Pass-Through Costs	\$55,463	\$33,842	\$16,786	\$5,313	\$1,532	\$112,936
TOTAL BASE CONTRACTOR'S COMPENSATION	\$3,390,485	\$1,749,673	\$819,617	\$543,756	\$100,382	\$6,603,913

D. City of San Mateo Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	381,576	379,639	33,826	1,536	
2015	372,593	396,747	38,454	1,221	
2016	368,771	407,030	42,445	1,211	
Prior Year Rolling Three-Year Average	374,313	394,472	38,242	1,323	
	Lifts	Lifts	Lifts	Hauls	
2014	381,576	379,639	33,826	1,536	
2015	372,593	396,747	38,454	1,221	
2016	368,771	407,030	42,445	1,211	
Current Year Rolling Three-Year Average	374,313	394,472	38,242	1,323	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$1,322,759	\$533,617	\$154,730	\$108,946	\$37,319	\$2,157,371
Benefits for CBAs	\$630,717	\$239,013	\$48,697	\$38,623	\$18,354	\$975,405
Payroll Taxes	\$110,054	\$44,397	\$12,873	\$9,064	\$3,105	\$179,493
Workers Compensation Insurance	\$94,242	\$38,018	\$11,025	\$7,761	\$2,659	\$153,706
Total Direct Labor Related-Costs	\$2,157,772	\$855,045	\$227,325	\$164,395	\$61,437	\$3,465,975
Direct Fuel Costs	\$115,293	\$54,221	\$20,658	\$10,490	\$4,058	\$204,720
Other Direct Costs	\$158,676	\$87,283	\$25,062	\$19,904	\$5,585	\$296,509
Depreciation - Collection Vehicles	\$142,072	\$81,388	\$36,864	\$16,749	\$3,864	\$280,936
Depreciation - Containers	\$32,763	\$25,293	\$16,050	\$0	\$964	\$75,071
Depreciation for Collection Equipment	\$174,835	\$106,681	\$52,914	\$16,749	\$4,828	\$356,007
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$239,249	\$249,730	\$213,872	\$177,810	\$7,744	\$888,405
Operations	\$45,622	\$53,866	\$52,344	\$26,144	\$1,579	\$179,555
Vehicle Maintenance	\$87,194	\$102,950	\$100,043	\$49,966	\$3,018	\$343,172
Container Maintenance	\$36,678	\$39,743	\$31,617	\$19,951	\$1,113	\$129,102
Total Allocated Indirect Costs excluding Depreciation and Interest	\$408,744	\$446,288	\$397,876	\$273,872	\$13,455	\$1,540,234
Total Allocated Indirect Depreciation Costs (Form 9)	\$2,876	\$3,308	\$2,727	\$1,881	\$96	\$10,888
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$3,018,196	\$1,552,826	\$726,562	\$487,290	\$89,459	\$5,874,334
Profit (insert Operating Ratio below)	\$316,827	\$163,004	\$76,269	\$51,152	\$9,391	\$616,643
	90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$3,335,023	\$1,715,830	\$802,831	\$538,443	\$98,850	\$6,490,977
Contractor Pass-Through Costs						
Interest Expense	\$55,463	\$33,842	\$16,786	\$5,313	\$1,532	\$112,936
Total Contractor Pass-Through Costs	\$55,463	\$33,842	\$16,786	\$5,313	\$1,532	\$112,936
TOTAL BASE CONTRACTOR'S COMPENSATION	\$3,390,485	\$1,749,673	\$819,617	\$543,756	\$100,382	\$6,603,913

D. City of San Mateo Allocated Costs - Agency Facilities

Statistics Used for Year 2021 Cost Allocation Only					Totals
City # of Lifts per year	45,656	4,836	12,974	20,438	63,466.00
SBWMA # Lifts per year (Accounts for Venues/Events)	242,307	16,744	65,039	94,580	
City # of Lifts per year %	18.8%	28.9%	19.9%	21.6%	
City Total Route Labor hours year	910.77	55.81	160.17	299.97	1,126.75
SBWMA Total Route Labor hours year	4,706.39	236.00	993.06	5,935.45	
City Total Route Labor hours year	19.4%	23.6%	16.1%	24.0%	
City # of route hours/year	422.18	52.04	149.93	1,426.72	624.15
SBWMA # of route hours/year	2,599.51	224.16	939.57	5,935.45	
City # of route hours/year %	16.2%	23.2%	16.0%	24.0%	
City # of Containers	128	79	123	20,742	330.00
SBWMA # of Containers	842	256	528	96,806	
City # of Containers %	15.2%	30.9%	23.3%	21.4%	
	64%	4%	11%	21%	

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$24,498	\$1,501	\$4,308	\$8,069	\$2,475	\$40,852
Benefits for CBAs	\$11,453	\$702	\$2,014	\$3,772	\$1,157	\$19,098
Payroll Taxes	\$2,038	\$125	\$358	\$671	\$206	\$3,399
Workers Compensation Insurance	\$1,745	\$107	\$307	\$575	\$176	\$2,910
Total Direct Labor Related-Costs	\$39,735	\$2,435	\$6,988	\$13,087	\$4,015	\$66,259
Direct Fuel Costs	\$2,778	\$170	\$489	\$915	\$314	\$4,666
Other Direct Costs	\$5,240	\$321	\$921	\$1,726	\$593	\$8,801
Depreciation - Collection Vehicles	\$11,324	\$694	\$1,992	\$3,730	\$1,026	\$18,765
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$11,324	\$694	\$1,992	\$3,730	\$1,026	\$18,765
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$30,972	\$1,898	\$5,447	\$10,201	\$3,081	\$51,598
Operations	\$5,283	\$324	\$929	\$1,740	\$552	\$8,828
Vehicle Maintenance	\$10,098	\$619	\$1,776	\$3,326	\$1,055	\$16,873
Container Maintenance (using lifts for Agency Costs)	\$4,451	\$273	\$783	\$1,466	\$443	\$7,415
Total Allocated Indirect Costs excluding Depreciation and Interest	\$50,804	\$3,113	\$8,935	\$16,733	\$5,130	\$84,714
Total Allocated Indirect Depreciation Costs (Form 9)	\$370	\$23	\$65	\$122	\$33	\$613
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$110,251	\$6,756	\$19,389	\$36,311	\$11,111	\$183,818
Profit (insert Operating Ratio below)	\$11,573	\$709	\$2,035	\$3,812	\$1,166	\$19,296
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$121,824	\$7,465	\$21,424	\$40,123	\$12,277	\$203,114
Contractor Pass-Through Costs						
Interest Expense	\$2,401	\$147	\$422	\$791	\$217	\$3,978
Total Contractor Pass-Through Costs	\$2,401	\$147	\$422	\$791	\$217	\$3,978
TOTAL BASE CONTRACTOR'S COMPENSATION	\$124,224	\$7,612	\$21,846	\$40,914	\$12,495	\$207,091

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Lifts	Lifts	Lifts	Hauls
2014	30,849	4,134	10,829	266
2015	45,487	5,096	13,013	247
2016	45,656	4,836	12,974	320
Rolling Three-Year Average	40,664	4,689	12,272	278

D. City of San Mateo Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$24,498	\$1,501	\$4,308	\$8,069	\$2,475	\$40,852
Benefits for CBAs	\$11,453	\$702	\$2,014	\$3,772	\$1,157	\$19,098
Payroll Taxes	\$2,038	\$125	\$358	\$671	\$206	\$3,399
Workers Compensation Insurance	\$1,245	\$107	\$307	\$525	\$176	\$2,910
Total Direct Labor Related-Costs	\$39,735	\$2,435	\$6,988	\$13,087	\$4,015	\$66,259
Direct Fuel Costs	\$2,778	\$170	\$489	\$915	\$314	\$4,666
Other Direct Costs	\$5,240	\$321	\$921	\$1,726	\$593	\$8,801
Depreciation - Collection Vehicles	\$11,324	\$694	\$1,992	\$3,730	\$1,026	\$18,765
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$11,324	\$694	\$1,992	\$3,730	\$1,026	\$18,765
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$30,972	\$1,898	\$5,447	\$10,201	\$3,081	\$51,598
Operations	\$5,283	\$324	\$929	\$1,740	\$552	\$8,828
Vehicle Maintenance	\$10,098	\$619	\$1,776	\$3,326	\$1,055	\$16,873
Container Maintenance (using lifts for Agency Costs)	\$4,451	\$273	\$783	\$1,466	\$443	\$7,415
Total Allocated Indirect Costs excluding Depreciation and Interest	\$50,804	\$3,113	\$8,935	\$16,733	\$5,130	\$84,714
Total Allocated Indirect Depreciation Costs (Form 9)	\$370	\$23	\$65	\$122	\$33	\$613
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$110,251	\$6,756	\$19,389	\$36,311	\$11,111	\$183,818
Profit (insert Operating Ratio below)	\$11,573	\$709	\$2,035	\$3,812	\$1,166	\$19,296
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$121,824	\$7,465	\$21,424	\$40,123	\$12,277	\$203,114
Contractor Pass-Through Costs						
Interest Expense	\$2,401	\$147	\$422	\$791	\$217	\$3,978
Total Contractor Pass-Through Costs	\$2,401	\$147	\$422	\$791	\$217	\$3,978
TOTAL BASE CONTRACTOR'S COMPENSATION	\$124,224	\$7,612	\$21,846	\$40,914	\$12,495	\$207,091

D. City of San Mateo Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments						
	Lifts	Lifts	Lifts	Hauls		
2014	30,849	4,134	10,829	266		
2015	45,487	5,096	13,013	247		
2016	45,656	4,836	12,974	320		
Prior Year Rolling Three-Year Average	40,664	4,689	12,272	278		
	Lifts	Lifts	Lifts	Hauls		
2014	30,849	4,134	10,829	266		
2015	45,487	5,096	13,013	247		
2016	45,656	4,836	12,974	320		
Current Year Rolling Three-Year Average	40,664	4,689	12,272	278		
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%		1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%		1

Agency Facilities	Cart and Bin Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$24,498	\$1,501	\$4,308	\$8,069	\$2,475	\$40,852
Benefits for CBAs	\$11,453	\$702	\$2,014	\$3,772	\$1,157	\$19,098
Payroll Taxes	\$2,038	\$125	\$358	\$671	\$206	\$3,399
Workers Compensation Insurance	\$1,745	\$107	\$307	\$575	\$176	\$2,910
Total Direct Labor Related-Costs	\$39,735	\$2,435	\$6,988	\$13,087	\$4,015	\$66,259
Direct Fuel Costs	\$2,778	\$170	\$489	\$915	\$314	\$4,666
Other Direct Costs	\$5,240	\$321	\$921	\$1,726	\$593	\$8,801
Depreciation - Collection Vehicles	\$11,324	\$694	\$1,992	\$3,730	\$1,026	\$18,765
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$11,324	\$694	\$1,992	\$3,730	\$1,026	\$18,765
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$30,972	\$1,898	\$5,447	\$10,201	\$3,081	\$51,598
Operations	\$5,283	\$324	\$929	\$1,740	\$552	\$8,828
Vehicle Maintenance	\$10,098	\$619	\$1,776	\$3,326	\$1,055	\$16,873
Container Maintenance (using lifts for Agency Costs)	\$4,451	\$273	\$783	\$1,466	\$443	\$7,415
Total Allocated Indirect Costs excluding Depreciation and Interest	\$50,804	\$3,113	\$8,935	\$16,733	\$5,130	\$84,714
Total Allocated Indirect Depreciation Costs (Form 9)	\$370	\$23	\$65	\$122	\$33	\$613
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$110,251	\$6,756	\$19,389	\$36,311	\$11,111	\$183,818
Profit (insert Operating Ratio below)	\$11,573	\$709	\$2,035	\$3,812	\$1,166	\$19,296
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$121,824	\$7,465	\$21,424	\$40,123	\$12,277	\$205,114
Contractor Pass-Through Costs						
Interest Expense	\$2,401	\$147	\$422	\$791	\$217	\$3,978
Total Contractor Pass-Through Costs	\$2,401	\$147	\$422	\$791	\$217	\$3,978
TOTAL BASE CONTRACTOR'S COMPENSATION	\$124,224	\$7,612	\$21,846	\$40,914	\$12,495	\$207,091

D. County of San Mateo, North Fair Oaks Allocated Costs - SFD

Statistics Used for Year 2021 Cost Allocation Only					Total
City # of accounts	2,618	2,614	2,602	929	2,618.00
SBWMA # of accounts	94,580	94,372	90,725	29,504	94,580.00
City # of accounts %	2.8%	2.8%	2.9%	3.1%	2.8%
City Total Route Labor hours year	1,283.35	1,346.50	1,091.36	410.57	4,131.78
SBWMA Total Route Labor hours year	46,232.55	42,856.20	39,114.12	13,045.24	141,248.11
City Total Route Labor hours year %	2.8%	3.1%	2.8%	3.1%	2.9%
City # of route hours/year	1,199.58	1,272.78	1,003.05	410.57	3,885.98
SBWMA # of route hours/year	42,847.89	38,380.04	34,949.16	13,045.24	129,222.33
City Total Route Labor hours year %	2.8%	3.3%	2.9%	3.1%	3.0%
City Total Containers in Service	2,991	2,827	2,831	929	9,578.00
SBWMA Total Containers in Service	96,806	96,284	99,941	29,504	322,535.00
City Total Containers in Service %	3.1%	2.9%	2.8%	3.1%	3.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$107,658	\$100,342	\$75,879	\$28,234	\$312,113
Benefits for CBAs	\$49,738	\$48,380	\$35,721	\$15,186	\$149,025
Payroll Taxes	\$8,957	\$8,348	\$6,313	\$2,349	\$25,968
Workers Compensation Insurance	\$7,671	\$7,149	\$5,406	\$2,012	\$22,237
Total Direct Labor Related-Costs	\$174,024	\$164,219	\$123,319	\$47,781	\$509,343
Direct Fuel Costs	\$11,460	\$13,871	\$9,979	\$1,334	\$36,644
Other Direct Costs	\$15,092	\$18,267	\$13,305	\$2,134	\$48,798
Depreciation - Collection Vehicles	\$17,104	\$19,009	\$16,113	\$1,230	\$53,456
Depreciation - Containers	\$8,294	\$8,121	\$9,402	\$0	\$25,817
Depreciation for Collection Equipment	\$25,399	\$27,130	\$25,515	\$1,230	\$79,273
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$49,099	\$51,054	\$51,565	\$2,298	\$154,016
Operations	\$10,127	\$12,465	\$10,523	\$468	\$33,582
Vehicle Maintenance	\$19,354	\$23,823	\$20,111	\$895	\$64,184
Container Maintenance	\$7,876	\$7,777	\$7,319	\$330	\$23,302
Total Allocated Indirect Costs excluding Depreciation and Interest	\$86,456	\$95,119	\$89,518	\$3,992	\$275,084
Total Allocated Indirect Depreciation Costs (Form 9)	\$611	\$754	\$653	\$29	\$2,047
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$313,042	\$319,360	\$262,289	\$56,500	\$951,190
Profit (insert Operating Ratio below)	\$32,861	\$33,524	\$27,533	\$5,931	\$99,849
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$345,903	\$352,884	\$289,822	\$62,431	\$1,051,039
Contractor Pass-Through Costs					
Interest Expense	\$6,229	\$6,654	\$6,258	\$302	\$19,442
Total Contractor Pass-Through Costs	\$6,229	\$6,654	\$6,258	\$302	\$19,442
TOTAL BASE CONTRACTOR'S COMPENSATION	\$352,132	\$359,538	\$296,079	\$62,732	\$1,070,481

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Accounts	Accounts	Accounts	
2014	2,626	2,626	2,626	
2015	2,622	2,622	2,622	
2016	2,618	2,618	2,618	
Rolling Three-Year Average	2,622	2,622	2,622	

D. County of San Mateo, North Fair Oaks Allocated Costs - SFD

Step 1: Index Based Adjustments				
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$107,658	\$100,342	\$75,879	\$28,234	\$312,113
Benefits for CBAs	\$49,738	\$48,380	\$35,721	\$15,186	\$149,025
Payroll Taxes	\$8,957	\$8,348	\$6,313	\$2,349	\$25,968
Workers Compensation Insurance	\$7,671	\$7,149	\$5,406	\$2,012	\$22,237
Total Direct Labor Related-Costs	\$174,024	\$164,219	\$123,319	\$47,781	\$509,343
Direct Fuel Costs					
Other Direct Costs	\$11,460	\$13,871	\$9,979	\$1,334	\$36,644
Depreciation - Collection Vehicles	\$15,092	\$18,267	\$13,305	\$2,134	\$48,798
Depreciation - Containers	\$17,104	\$19,009	\$16,113	\$1,230	\$53,456
Depreciation for Collection Equipment	\$8,294	\$8,121	\$9,402	\$0	\$25,817
Lease	\$25,399	\$27,130	\$25,515	\$1,230	\$79,273
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$49,099	\$51,054	\$51,565	\$2,298	\$154,016
Operations	\$10,127	\$12,465	\$10,523	\$468	\$33,582
Vehicle Maintenance	\$19,354	\$23,823	\$20,111	\$895	\$64,184
Container Maintenance	\$7,876	\$7,777	\$7,319	\$330	\$23,302
Total Allocated Indirect Costs excluding Depreciation and Interest	\$86,456	\$95,119	\$89,518	\$3,992	\$275,084
Total Allocated Indirect Depreciation Costs (Form 9)	\$611	\$754	\$653	\$29	\$2,047
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$313,042	\$319,360	\$262,289	\$56,500	\$951,190
Profit (insert Operating Ratio below)	\$32,861	\$33,524	\$27,533	\$5,931	\$99,849
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$345,903	\$352,884	\$289,822	\$62,431	\$1,051,039
Contractor Pass-Through Costs					
Interest Expense	\$6,229	\$6,654	\$6,258	\$302	\$19,442
Total Contractor Pass-Through Costs	\$6,229	\$6,654	\$6,258	\$302	\$19,442
TOTAL BASE CONTRACTOR'S COMPENSATION	\$352,132	\$359,538	\$296,079	\$62,732	\$1,070,481

D. County of San Mateo, North Fair Oaks Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	2,626	2,626	2,626	
2015	2,622	2,622	2,622	
2016	2,618	2,618	2,618	
Prior Year Rolling Three-Year Average	2,622	2,622	2,622	
	Accounts	Accounts	Accounts	
2014	2,626	2,626	2,626	
2015	2,622	2,622	2,622	
2016	2,618	2,618	2,618	
Current Year Rolling Three-Year Average	2,622	2,622	2,622	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$107,658	\$100,342	\$75,879	\$28,234	\$312,113
Benefits for CBAs	\$49,738	\$48,380	\$35,721	\$15,186	\$149,025
Payroll Taxes	\$8,957	\$8,348	\$6,313	\$2,349	\$25,968
Workers Compensation Insurance	\$7,671	\$7,149	\$5,406	\$2,012	\$22,237
Total Direct Labor Related-Costs	\$174,024	\$164,219	\$123,319	\$47,781	\$509,343
Direct Fuel Costs	\$11,460	\$13,871	\$9,979	\$1,334	\$36,644
Other Direct Costs	\$15,092	\$18,267	\$13,305	\$2,134	\$48,798
Depreciation - Collection Vehicles	\$17,104	\$19,009	\$16,113	\$1,230	\$53,456
Depreciation - Containers	\$8,294	\$8,121	\$9,402	\$0	\$25,817
Depreciation for Collection Equipment	\$25,399	\$27,130	\$25,515	\$1,230	\$79,273
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$49,099	\$51,054	\$51,565	\$2,298	\$154,016
Operations	\$10,127	\$12,465	\$10,523	\$468	\$33,582
Vehicle Maintenance	\$19,354	\$23,823	\$20,111	\$895	\$64,184
Container Maintenance	\$7,876	\$7,777	\$7,319	\$330	\$23,302
Total Allocated Indirect Costs excluding Depreciation and Interest	\$86,456	\$95,119	\$89,518	\$3,992	\$275,084
Total Allocated Indirect Depreciation Costs (Form 9)	\$611	\$754	\$653	\$29	\$2,047
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$313,042	\$319,360	\$262,289	\$56,500	\$951,190
Profit (insert Operating Ratio below)	\$32,861	\$33,524	\$27,533	\$5,931	\$99,849
	90.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$345,903	\$352,884	\$289,822	\$62,431	\$1,051,039
Contractor Pass-Through Costs					
Interest Expense	\$6,229	\$6,654	\$6,258	\$302	\$19,442
Total Contractor Pass-Through Costs	\$6,229	\$6,654	\$6,258	\$302	\$19,442
TOTAL BASE CONTRACTOR'S COMPENSATION	\$352,132	\$359,538	\$296,079	\$62,732	\$1,070,481

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. County of San Mateo, North Fair Oaks Allocated Costs - MFD & Commercial

	Statistics Used for Year 2021 Cost Allocation Only					Total
City # of Accounts	469	454	50	0	929	973.00
SBWMA # Accounts	10,332	10,210	1,712	195	29,504	22,449.00
City # of Accounts %	4.5%	4.4%	2.9%	0.0%	3.1%	4.3%
City Total Route Labor hours year	2,007.27	773.90	189.62	-	410.57	2,970.79
SBWMA Total Route Labor hours year	47,871.85	27,111.92	6,356.65	6,167.11	13,045.24	87,507.53
City Total Route Labor hours year %	4.2%	2.9%	3.0%	0.0%	3.1%	3.4%
City # of route hours/year	1,210.07	742.21	186.34	-	410.57	2,138.62
SBWMA # of route hours/year	31,307.08	25,241.12	6,046.06	6,167.11	13,045.24	68,761.37
City # of route hours/year %	3.9%	2.9%	3.1%	0.0%	3.1%	3.1%
City Total Containers in Service	732	652	60	0	929	1,444.00
SBWMA Total Containers in Service	17,258	19,703	2,059	333	29,504	39,353.00
City Total Containers in Service %	4.2%	3.3%	2.9%	0.0%	3.1%	3.7%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$213,100	\$57,692	\$20,949	\$0	\$4,551	\$296,292
Benefits for CBAs	\$101,610	\$25,841	\$6,593	\$0	\$2,238	\$136,283
Payroll Taxes	\$17,730	\$4,800	\$1,743	\$0	\$379	\$24,652
Workers Compensation Insurance	\$15,183	\$4,110	\$1,493	\$0	\$324	\$21,110
Total Direct Labor Related-Costs	\$347,623	\$92,443	\$30,778	\$0	\$7,492	\$478,337
Direct Fuel Costs	\$18,743	\$6,009	\$2,911	\$0	\$495	\$28,158
Other Direct Costs	\$25,796	\$9,674	\$3,531	\$0	\$681	\$39,682
Depreciation - Collection Vehicles	\$23,096	\$9,020	\$5,194	\$0	\$471	\$37,782
Depreciation - Containers	\$5,123	\$3,013	\$2,495	\$0	\$118	\$10,749
Depreciation for Collection Equipment	\$28,220	\$12,033	\$7,689	\$0	\$589	\$48,531
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$42,713	\$44,271	\$34,274	\$0	\$945	\$122,203
Operations	\$7,417	\$5,970	\$7,376	\$0	\$193	\$20,955
Vehicle Maintenance	\$14,175	\$11,410	\$14,097	\$0	\$368	\$40,050
Container Maintenance	\$5,736	\$4,735	\$4,914	\$0	\$136	\$15,520
Total Allocated Indirect Costs excluding Depreciation and Interest	\$70,041	\$66,385	\$60,661	\$0	\$1,641	\$198,728
Total Allocated Indirect Depreciation Costs (Form 9)	\$467	\$367	\$384	\$0	\$12	\$1,230
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$490,890	\$186,911	\$105,955	\$0	\$10,910	\$794,666
Profit (insert Operating Ratio below)	\$51,529.85	\$19,620	\$11,122	\$0	\$1,145	\$83,418
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$542,419	\$206,531	\$117,077	\$0	\$12,055	\$878,084
Contractor Pass-Through Costs						
Interest Expense	\$9,047	\$3,858	\$2,465	\$0	\$189	\$15,559
Total Contractor Pass-Through Costs	\$9,047	\$3,858	\$2,465	\$0	\$189	\$15,559
TOTAL BASE CONTRACTOR'S COMPENSATION	\$551,467	\$210,389	\$119,542	\$0	\$12,244	\$893,643

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Lifts	Lifts	Lifts	Hauls
2014	42,900	37,856	3,380	0
2015	44,382	40,690	3,939	0
2016	43,719	41,028	4,368	3
Rolling Three-Year Average	43,667	39,858	3,896	1

D. County of San Mateo, North Fair Oaks Allocated Costs - MFD & Commercial

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$213,100	\$57,692	\$20,949	\$0	\$4,551	\$296,292
Benefits for CBAs	\$101,610	\$25,841	\$6,593	\$0	\$2,238	\$136,283
Payroll Taxes	\$17,730	\$4,800	\$1,743	\$0	\$379	\$24,652
Workers Compensation Insurance	\$15,183	\$4,110	\$1,493	\$0	\$324	\$21,110
Total Direct Labor Related-Costs	\$347,623	\$92,443	\$30,778	\$0	\$7,492	\$478,337
Direct Fuel Costs	\$18,743	\$6,009	\$2,911	\$0	\$495	\$28,158
Other Direct Costs	\$25,796	\$9,674	\$3,531	\$0	\$681	\$39,682
Depreciation - Collection Vehicles	\$23,096	\$9,020	\$5,194	\$0	\$471	\$37,782
Depreciation - Containers	\$5,123	\$3,013	\$2,495	\$0	\$118	\$10,749
Depreciation for Collection Equipment	\$28,220	\$12,033	\$7,689	\$0	\$589	\$48,531
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$42,713	\$44,271	\$34,274	\$0	\$945	\$122,203
Operations	\$7,417	\$5,970	\$7,376	\$0	\$193	\$20,955
Vehicle Maintenance	\$14,175	\$11,410	\$14,097	\$0	\$368	\$40,050
Container Maintenance	\$5,736	\$4,735	\$4,914	\$0	\$136	\$15,520
Total Allocated Indirect Costs excluding Depreciation and Interest	\$70,041	\$66,385	\$60,661	\$0	\$1,641	\$198,728
Total Allocated Indirect Depreciation Costs (Form 9)	\$467	\$367	\$384	\$0	\$12	\$1,230
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$490,890	\$186,911	\$105,955	\$0	\$10,910	\$794,666
Profit (insert Operating Ratio below)	\$51,530	\$19,620	\$11,122	\$0	\$1,145	\$83,418
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$542,419	\$206,531	\$117,077	\$0	\$12,055	\$878,084
Contractor Pass-Through Costs						
Interest Expense	\$9,047	\$3,858	\$2,465	\$0	\$189	\$15,559
Total Contractor Pass-Through Costs	\$9,047	\$3,858	\$2,465	\$0	\$189	\$15,559
TOTAL BASE CONTRACTOR'S COMPENSATION	\$551,467	\$210,389	\$119,542	\$0	\$12,244	\$893,643

D. County of San Mateo, North Fair Oaks Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	42,900	37,856	3,380		0
2015	44,382	40,690	3,939		0
2016	43,719	41,028	4,368		3
Prior Year Rolling Three-Year Average	43,667	39,858	3,896		1
	Lifts	Lifts	Lifts	Hauls	
2014	42,900	37,856	3,380		0
2015	44,382	40,690	3,939		0
2016	43,719	41,028	4,368		3
Current Year Rolling Three-Year Average	43,667	39,858	3,896		1
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$213,100	\$57,692	\$20,949	\$0	\$4,551	\$296,292
Benefits for CBAs	\$101,610	\$25,841	\$6,593	\$0	\$2,238	\$136,283
Payroll Taxes	\$17,730	\$4,800	\$1,743	\$0	\$379	\$24,652
Workers Compensation Insurance	\$15,183	\$4,110	\$1,493	\$0	\$324	\$21,110
Total Direct Labor Related-Costs	\$347,623	\$92,443	\$30,778	\$0	\$7,492	\$478,337
Direct Fuel Costs	\$18,743	\$6,009	\$2,911	\$0	\$495	\$28,158
Other Direct Costs	\$25,796	\$9,674	\$3,531	\$0	\$681	\$39,682
Depreciation - Collection Vehicles	\$23,096	\$9,020	\$5,194	\$0	\$471	\$37,782
Depreciation - Containers	\$5,123	\$3,013	\$2,495	\$0	\$118	\$10,749
Depreciation for Collection Equipment	\$28,220	\$12,033	\$7,689	\$0	\$589	\$48,531
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$42,713	\$44,271	\$34,274	\$0	\$945	\$122,203
Operations	\$7,417	\$5,970	\$7,376	\$0	\$193	\$20,955
Vehicle Maintenance	\$14,175	\$11,410	\$14,097	\$0	\$368	\$40,050
Container Maintenance	\$5,736	\$4,735	\$4,914	\$0	\$136	\$15,520
Total Allocated Indirect Costs excluding Depreciation and Interest	\$70,041	\$66,385	\$60,661	\$0	\$1,641	\$198,728
Total Allocated Indirect Depreciation Costs (Form 9)	\$467	\$367	\$384	\$0	\$12	\$1,230
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$490,890	\$186,911	\$105,955	\$0	\$10,910	\$794,666
Profit (insert Operating Ratio below)	\$51,530	\$19,620	\$11,122	\$0	\$1,145	\$83,418
	90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$542,419	\$206,531	\$117,077	\$0	\$12,055	\$878,084
Contractor Pass-Through Costs						
Interest Expense	\$9,047	\$3,858	\$2,465	\$0	\$189	\$15,559
Total Contractor Pass-Through Costs	\$9,047	\$3,858	\$2,465	\$0	\$189	\$15,559
TOTAL BASE CONTRACTOR'S COMPENSATION	\$551,467	\$210,389	\$119,542	\$0	\$12,244	\$893,643

D. County of San Mateo, North Fair Oaks Allocated Costs - Agency Facilities

Statistics Used for Year 2021 Cost Allocation Only						Totals
City # of Lifts per year	2,236	156	312			2,704.00
SBWMA # Lifts per year (Accounts for Venues/Events)	242,307	16,744	65,039			94,580
City # of Lifts per year %	0.9%	0.9%	0.5%			2.8%
City Total Route Labor hours year	85.69	0.86	3.99	31.69		122.23
SBWMA Total Route Labor hours year	4,706.39	236.00	993.06			5,935.45
City Total Route Labor hours year	1.8%	0.4%	0.4%			2.1%
City # of route hours/year	46.85	0.86	3.90			122.23
SBWMA # of route hours/year	2,599.51	224.16	939.57			5,935.45
City # of route hours/year %	1.8%	0.4%	0.4%			2.1%
City # of Containers (Lifts for example)	6	2	5			13.00
SBWMA # of Containers	842	256	528			96,806
City # of Containers %	0.7%	0.8%	0.9%			3.1%
	70%	1%	3%			26%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$1,807	\$18	\$84	\$668	\$199	\$2,776
Benefits for CBAs	\$845	\$8	\$39	\$312	\$93	\$1,298
Payroll Taxes	\$150	\$2	\$7	\$56	\$17	\$231
Workers Compensation Insurance	\$129	\$1	\$6	\$48	\$14	\$198
Total Direct Labor Related-Costs	\$2,931	\$29	\$136	\$1,084	\$323	\$4,503
Direct Fuel Costs	\$228	\$2	\$11	\$84	\$25	\$351
Other Direct Costs	\$431	\$4	\$20	\$159	\$48	\$662
Depreciation - Collection Vehicles	\$926	\$9	\$43	\$342	\$82	\$1,403
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$926	\$9	\$43	\$342	\$82	\$1,403
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$1,363	\$14	\$63	\$504	\$395	\$2,339
Operations	\$434	\$4	\$20	\$160	\$44	\$663
Vehicle Maintenance	\$829	\$8	\$39	\$306	\$85	\$1,267
Container Maintenance (using lifts for Agency Costs)	\$196	\$2	\$9	\$72	\$57	\$336
Total Allocated Indirect Costs excluding Depreciation and Interest	\$2,821	\$28	\$131	\$1,043	\$580	\$4,605
Total Allocated Indirect Depreciation Costs (Form 9)	\$30	\$0	\$1	\$11	\$3	\$46
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$7,367	\$74	\$343	\$2,724	\$1,061	\$11,569
Profit (insert Operating Ratio below)	\$773	\$8	\$36	\$286	\$111	\$1,214
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$8,140	\$82	\$379	\$3,010	\$1,172	\$12,784
Contractor Pass-Through Costs						
Interest Expense	\$196	\$2	\$9	\$73	\$17	\$297
Total Contractor Pass-Through Costs	\$196	\$2	\$9	\$73	\$17	\$297
TOTAL BASE CONTRACTOR'S COMPENSATION	\$8,337	\$84	\$388	\$3,083	\$1,190	\$13,081

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	2,236	156	312	3	
2015	2,236	156	312	17	
2016	2,236	156	312	68	
Rolling Three-Year Average	2,236	156	312	29	

D. County of San Mateo, North Fair Oaks Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$1,807	\$18	\$84	\$668	\$199	\$2,776
Benefits for CBAs	\$845	\$8	\$39	\$312	\$93	\$1,298
Payroll Taxes	\$150	\$2	\$7	\$56	\$17	\$231
Workers Compensation Insurance	\$129	\$1	\$6	\$48	\$14	\$198
Total Direct Labor Related-Costs	\$2,931	\$29	\$136	\$1,084	\$323	\$4,503
Direct Fuel Costs	\$228	\$2	\$11	\$84	\$25	\$351
Other Direct Costs	\$431	\$4	\$20	\$159	\$48	\$662
Depreciation - Collection Vehicles	\$926	\$9	\$43	\$342	\$82	\$1,403
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$926	\$9	\$43	\$342	\$82	\$1,403
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$1,363	\$14	\$63	\$504	\$395	\$2,339
Operations	\$434	\$4	\$20	\$160	\$44	\$663
Vehicle Maintenance	\$829	\$8	\$39	\$306	\$85	\$1,267
Container Maintenance (using lifts for Agency Costs)	\$196	\$2	\$9	\$72	\$57	\$336
Total Allocated Indirect Costs excluding Depreciation and Interest	\$2,821	\$28	\$131	\$1,043	\$580	\$4,605
Total Allocated Indirect Depreciation Costs (Form 9)	\$30	\$0	\$1	\$11	\$3	\$46
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$7,367	\$74	\$343	\$2,724	\$1,061	\$11,569
Profit (insert Operating Ratio below)	\$773	\$8	\$36	\$286	\$111	\$1,214
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$8,140	\$82	\$379	\$3,010	\$1,172	\$12,784
Contractor Pass-Through Costs						
Interest Expense	\$196	\$2	\$9	\$73	\$17	\$297
Total Contractor Pass-Through Costs	\$196	\$2	\$9	\$73	\$17	\$297
TOTAL BASE CONTRACTOR'S COMPENSATION	\$8,337	\$84	\$388	\$3,083	\$1,190	\$13,081

D. County of San Mateo, North Fair Oaks Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments						
	Lifts	Lifts	Lifts	Hauls		
2014	2,236	156	312	3		
2015	2,236	156	312	17		
2016	2,236	156	312	68		
Prior Year Rolling Three-Year Average	2,236	156	312	29		
	Lifts	Lifts	Lifts	Hauls		
2014	2,236	156	312	3		
2015	2,236	156	312	17		
2016	2,236	156	312	68		
Current Year Rolling Three-Year Average	2,236	156	312	29		
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%		1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%		1

Agency Facilities	Cart and Bin Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$1,807	\$18	\$84	\$668	\$199	\$2,776
Benefits for CBAs	\$845	\$8	\$39	\$312	\$93	\$1,298
Payroll Taxes	\$150	\$2	\$7	\$56	\$17	\$231
Workers Compensation Insurance	\$129	\$1	\$6	\$48	\$14	\$198
Total Direct Labor Related-Costs	\$2,931	\$29	\$136	\$1,084	\$323	\$4,503
Direct Fuel Costs	\$228	\$2	\$11	\$84	\$25	\$351
Other Direct Costs	\$431	\$4	\$20	\$159	\$48	\$662
Depreciation - Collection Vehicles	\$926	\$9	\$43	\$342	\$82	\$1,403
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$926	\$9	\$43	\$342	\$82	\$1,403
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$1,363	\$14	\$63	\$504	\$395	\$2,339
Operations	\$434	\$4	\$20	\$160	\$44	\$663
Vehicle Maintenance	\$829	\$8	\$39	\$306	\$85	\$1,267
Container Maintenance (using lifts for Agency Costs)	\$196	\$2	\$9	\$72	\$57	\$336
Total Allocated Indirect Costs excluding Depreciation and Interest	\$2,821	\$28	\$131	\$1,043	\$580	\$4,605
Total Allocated Indirect Depreciation Costs (Form 9)	\$30	\$0	\$1	\$11	\$3	\$46
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$7,367	\$74	\$343	\$2,724	\$1,061	\$11,569
Profit (insert Operating Ratio below)	\$773	\$8	\$36	\$286	\$111	\$1,214
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$8,140	\$82	\$379	\$3,010	\$1,172	\$12,784
Contractor Pass-Through Costs						
Interest Expense	\$196	\$2	\$9	\$73	\$17	\$297
Total Contractor Pass-Through Costs	\$196	\$2	\$9	\$73	\$17	\$297
TOTAL BASE CONTRACTOR'S COMPENSATION	\$8,337	\$84	\$388	\$3,083	\$1,190	\$13,081

D. West Bay Sanitary District Allocated Costs - SFD

Statistics Used for Year 2021 Cost Allocation Only					Total
City # of accounts	2,215	2,214	2,204	557	2,215
SBWMA # of accounts	94,580	94,372	90,725	29,504	94,580
City # of accounts %	2.3%	2.3%	2.4%	1.9%	2.3%
City Total Route Labor hours year	1,112.34	1,157.13	1,064.49	246.34	3,580
SBWMA Total Route Labor hours year	46,232.55	42,856.20	39,114.12	13,045.24	141,248
City Total Route Labor hours year %	2.4%	2.7%	2.7%	1.9%	2.5%
City # of route hours/year	975.26	1,044.44	973.02	246.34	3,239
SBWMA # of route hours/year	42,847.89	38,380.04	34,949.16	13,045.24	129,222
City Total Route Labor hours year %	2.3%	2.7%	2.8%	1.9%	2.5%
City Total Containers in Service	2,237	2,266	2,566	557	7,626
SBWMA Total Containers in Service	96,806	96,284	99,941	29,504	322,535
City Total Containers in Service %	2.3%	2.4%	2.6%	1.9%	2.4%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$93,313	\$86,230	\$74,011	\$16,940	\$270,493
Benefits for CBAs	\$43,110	\$41,576	\$34,842	\$9,112	\$128,639
Payroll Taxes	\$7,764	\$7,174	\$6,158	\$1,409	\$22,505
Workers Compensation Insurance	\$6,648	\$6,143	\$5,273	\$1,207	\$19,272
Total Direct Labor Related-Costs	\$150,835	\$141,123	\$120,283	\$28,669	\$440,909
Direct Fuel Costs	\$9,317	\$11,382	\$9,680	\$800	\$31,180
Other Direct Costs	\$12,270	\$14,990	\$12,907	\$1,280	\$41,447
Depreciation - Collection Vehicles	\$13,906	\$15,599	\$15,631	\$738	\$45,873
Depreciation - Containers	\$6,204	\$6,509	\$8,522	\$0	\$21,235
Depreciation for Collection Equipment	\$20,109	\$22,108	\$24,153	\$738	\$67,108
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$41,541	\$43,242	\$43,677	\$1,378	\$129,838
Operations	\$8,233	\$10,228	\$10,208	\$281	\$28,950
Vehicle Maintenance	\$15,735	\$19,549	\$19,509	\$537	\$55,331
Container Maintenance	\$5,890	\$6,234	\$6,634	\$198	\$18,956
Total Allocated Indirect Costs excluding Depreciation and Interest	\$71,399	\$79,253	\$80,028	\$2,394	\$233,075
Total Allocated Indirect Depreciation Costs (Form 9)	\$497	\$619	\$633	\$17	\$1,766
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$264,427	\$269,475	\$247,684	\$33,899	\$815,485
Profit (insert Operating Ratio below)	\$27,758	\$28,287	\$26,000	\$3,558	\$85,603
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$292,185	\$297,763	\$273,684	\$37,457	\$901,088
Contractor Pass-Through Costs					
Interest Expense	\$4,932	\$5,422	\$5,923	\$181	\$16,458
Total Contractor Pass-Through Costs	\$4,932	\$5,422	\$5,923	\$181	\$16,458
TOTAL BASE CONTRACTOR'S COMPENSATION	\$297,117	\$303,185	\$279,607	\$37,638	\$917,546

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Accounts	Accounts	Accounts	
2014	2,208	2,208	2,208	
2015	2,215	2,215	2,215	
2016	2,215	2,215	2,215	
Rolling Three-Year Average	2,213	2,213	2,213	

D. West Bay Sanitary District Allocated Costs - SFD

Step 1: Index Based Adjustments				
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$93,313	\$86,230	\$74,011	\$16,940	\$270,493
Benefits for CBAs	\$43,110	\$41,576	\$34,842	\$9,112	\$128,639
Payroll Taxes	\$7,764	\$7,174	\$6,158	\$1,409	\$22,505
Workers Compensation Insurance	\$6,648	\$6,143	\$5,273	\$1,207	\$19,272
Total Direct Labor Related-Costs	\$150,835	\$141,123	\$120,283	\$28,669	\$440,909
Direct Fuel Costs	\$9,317	\$11,382	\$9,680	\$800	\$31,180
Other Direct Costs	\$12,270	\$14,990	\$12,907	\$1,280	\$41,447
Depreciation - Collection Vehicles	\$13,906	\$15,599	\$15,631	\$738	\$45,873
Depreciation - Containers	\$6,204	\$6,509	\$8,522	\$0	\$21,235
Depreciation for Collection Equipment	\$20,109	\$22,108	\$24,153	\$738	\$67,108
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$41,541	\$43,242	\$43,677	\$1,378	\$129,838
Operations	\$8,233	\$10,228	\$10,208	\$281	\$28,950
Vehicle Maintenance	\$15,735	\$19,549	\$19,509	\$537	\$55,331
Container Maintenance	\$5,890	\$6,234	\$6,634	\$198	\$18,956
Total Allocated Indirect Costs excluding Depreciation and Interest	\$71,399	\$79,253	\$80,028	\$2,394	\$233,075
Total Allocated Indirect Depreciation Costs (Form 9)	\$497	\$619	\$633	\$17	\$1,766
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$264,427	\$269,475	\$247,684	\$33,899	\$815,485
Profit (insert Operating Ratio below)	\$27,758	\$28,287	\$26,000	\$3,558	\$85,603
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$292,185	\$297,763	\$273,684	\$37,457	\$901,088
Contractor Pass-Through Costs					
Interest Expense	\$4,932	\$5,422	\$5,923	\$181	\$16,458
Total Contractor Pass-Through Costs	\$4,932	\$5,422	\$5,923	\$181	\$16,458
TOTAL BASE CONTRACTOR'S COMPENSATION	\$297,117	\$303,185	\$279,607	\$37,638	\$917,546

D. West Bay Sanitary District Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	2,208	2,208	2,208	2,208
2015	2,215	2,215	2,215	2,215
2016	2,215	2,215	2,215	2,215
Prior Year Rolling Three-Year Average	2,213	2,213	2,213	2,213
	Accounts	Accounts	Accounts	
2014	2,208	2,208	2,208	2,208
2015	2,215	2,215	2,215	2,215
2016	2,215	2,215	2,215	2,215
Current Year Rolling Three-Year Average	2,213	2,213	2,213	2,213
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$93,313	\$86,230	\$74,011	\$16,940	\$270,493
Benefits for CBAs	\$43,110	\$41,576	\$34,842	\$9,112	\$128,639
Payroll Taxes	\$7,764	\$7,174	\$6,158	\$1,409	\$22,505
Workers Compensation Insurance	\$6,648	\$6,143	\$5,273	\$1,207	\$19,272
Total Direct Labor Related-Costs	\$150,835	\$141,123	\$120,283	\$28,669	\$440,909
Direct Fuel Costs	\$9,317	\$11,382	\$9,680	\$800	\$31,180
Other Direct Costs	\$12,270	\$14,990	\$12,907	\$1,280	\$41,447
Depreciation - Collection Vehicles	\$13,906	\$15,599	\$15,631	\$738	\$45,873
Depreciation - Containers	\$6,204	\$6,509	\$8,522	\$0	\$21,235
Depreciation for Collection Equipment	\$20,109	\$22,108	\$24,153	\$738	\$67,108
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$41,541	\$43,242	\$43,677	\$1,378	\$129,838
Operations	\$8,233	\$10,228	\$10,208	\$281	\$28,950
Vehicle Maintenance	\$15,735	\$19,549	\$19,509	\$537	\$55,331
Container Maintenance	\$5,890	\$6,234	\$6,634	\$198	\$18,956
Total Allocated Indirect Costs excluding Depreciation and Interest	\$71,399	\$79,253	\$80,028	\$2,394	\$233,075
Total Allocated Indirect Depreciation Costs (Form 9)	\$497	\$619	\$633	\$17	\$1,766
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$264,427	\$269,475	\$247,684	\$33,899	\$815,485
Profit (insert Operating Ratio below)	\$27,758	\$28,287	\$26,000	\$3,558	\$85,603
	90.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$292,185	\$297,763	\$273,684	\$37,457	\$901,088
Contractor Pass-Through Costs					
Interest Expense	\$4,932	\$5,422	\$5,923	\$181	\$16,458
Total Contractor Pass-Through Costs	\$4,932	\$5,422	\$5,923	\$181	\$16,458
TOTAL BASE CONTRACTOR'S COMPENSATION	\$297,117	\$303,185	\$279,607	\$37,638	\$917,546

D. West Bay Sanitary District Allocated Costs - MFD & Commercial

Statistics Used for Year 2021 Cost Allocation Only						Total
City # of Accounts	33	36	16	0	557	85
SBWMA # Accounts	10,332	10,210	1,712	195	29,504	22,449
City # of Accounts %	0.3%	0.4%	0.9%	0.0%	1.9%	0.4%
City Total Route Labor hours year	277.23	178.45	68.71	0.00	246.34	524
SBWMA Total Route Labor hours year	47,871.85	27,111.92	6,356.65	6,167.11	13,045.24	87,508
City Total Route Labor hours year %	0.6%	0.7%	1.1%	0.0%	1.9%	0.6%
City # of route hours/year	197.41	171.48	68.50	0.00	246.34	437
SBWMA # of route hours/year	31,307.08	25,241.12	6,046.06	6,167.11	13,045.24	68,761
City # of route hours/year %	0.6%	0.7%	1.1%	0.0%	1.9%	0.6%
City Total Containers in Service (Lifts for example)	55	85	19	0	557	159
SBWMA Total Containers in Service	17,258	19,703	2,059	333	29,504	39,353
City Total Containers in Service %	0.3%	0.4%	0.9%	0.0%	1.9%	0.4%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$29,432	\$13,303	\$7,591	\$0	\$2,731	\$53,056
Benefits for CBAs	\$14,034	\$5,959	\$2,389	\$0	\$1,343	\$23,724
Payroll Taxes	\$2,449	\$1,107	\$632	\$0	\$227	\$4,414
Workers Compensation Insurance	\$2,097	\$948	\$541	\$0	\$195	\$3,780
Total Direct Labor Related-Costs	\$48,011	\$21,316	\$11,153	\$0	\$4,495	\$84,975
Direct Fuel Costs						
	\$3,058	\$1,388	\$1,070	\$0	\$297	\$5,813
Other Direct Costs						
Depreciation - Collection Vehicles	\$4,208	\$2,235	\$1,298	\$0	\$409	\$8,150
Depreciation - Containers	\$3,768	\$2,084	\$1,909	\$0	\$283	\$8,044
Depreciation for Collection Equipment	\$385	\$393	\$790	\$0	\$71	\$1,638
Lease	\$4,153	\$2,477	\$2,700	\$0	\$353	\$9,682
	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$3,005	\$3,510	\$10,968	\$0	\$567	\$18,050
Operations	\$1,210	\$1,379	\$2,711	\$0	\$116	\$5,416
Vehicle Maintenance	\$2,312	\$2,636	\$5,182	\$0	\$221	\$10,352
Container Maintenance	\$431	\$617	\$1,556	\$0	\$81	\$2,686
Total Allocated Indirect Costs excluding Depreciation and Interest	\$6,959	\$8,143	\$20,417	\$0	\$984	\$36,504
Total Allocated Indirect Depreciation Costs (Form 9)						
	\$76	\$85	\$141	\$0	\$7	\$309
Annual Implementation Cost Amortization (Form A)						
	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$66,465	\$35,644	\$36,779	\$0	\$6,546	\$145,434
Profit (insert Operating Ratio below)	\$6,977.01	\$3,742	\$3,861	\$0	\$687	\$15,267
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$73,442	\$39,386	\$40,640	\$0	\$7,233	\$160,700
Contractor Pass-Through Costs						
Interest Expense	\$1,331	\$794	\$865	\$0	\$113	\$3,104
Total Contractor Pass-Through Costs	\$1,331	\$794	\$865	\$0	\$113	\$3,104
TOTAL BASE CONTRACTOR'S COMPENSATION	\$74,774	\$40,180	\$41,505	\$0	\$7,346	\$163,805

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	3,848	5,876	741	0	
2015	3,705	6,201	871	0	
2016	3,796	6,188	1,248	0	
Rolling Three-Year Average	3,783	6,088	953	-	

D. West Bay Sanitary District Allocated Costs - MFD & Commercial

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$29,432	\$13,303	\$7,591	\$0	\$2,731	\$53,056
Benefits for CBAs	\$14,034	\$5,959	\$2,389	\$0	\$1,343	\$23,724
Payroll Taxes	\$2,449	\$1,107	\$632	\$0	\$227	\$4,414
Workers Compensation Insurance	\$2,097	\$948	\$541	\$0	\$195	\$3,780
Total Direct Labor Related-Costs	\$48,011	\$21,316	\$11,153	\$0	\$4,495	\$84,975
Direct Fuel Costs	\$3,058	\$1,388	\$1,070	\$0	\$297	\$5,813
Other Direct Costs	\$4,208	\$2,235	\$1,298	\$0	\$409	\$8,150
Depreciation - Collection Vehicles	\$3,768	\$2,084	\$1,909	\$0	\$283	\$8,044
Depreciation - Containers	\$385	\$393	\$790	\$0	\$71	\$1,638
Depreciation for Collection Equipment	\$4,153	\$2,477	\$2,700	\$0	\$353	\$9,682
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$3,005	\$3,510	\$10,968	\$0	\$567	\$18,050
Operations	\$1,210	\$1,379	\$2,711	\$0	\$116	\$5,416
Vehicle Maintenance	\$2,312	\$2,636	\$5,182	\$0	\$221	\$10,352
Container Maintenance	\$431	\$617	\$1,556	\$0	\$81	\$2,686
Total Allocated Indirect Costs excluding Depreciation and Interest	\$6,959	\$8,143	\$20,417	\$0	\$984	\$36,504
Total Allocated Indirect Depreciation Costs (Form 9)	\$76	\$85	\$141	\$0	\$7	\$309
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$66,465	\$35,644	\$36,779	\$0	\$6,546	\$145,434
Profit (insert Operating Ratio below)	\$6,977	\$3,742	\$3,861	\$0	\$687	\$15,267
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$73,442	\$39,386	\$40,640	\$0	\$7,233	\$160,700
Contractor Pass-Through Costs						
Interest Expense	\$1,331	\$794	\$865	\$0	\$113	\$3,104
Total Contractor Pass-Through Costs	\$1,331	\$794	\$865	\$0	\$113	\$3,104
TOTAL BASE CONTRACTOR'S COMPENSATION	\$74,774	\$40,180	\$41,505	\$0	\$7,346	\$163,805

D. West Bay Sanitary District Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments						
	Lifts	Lifts	Lifts	Hauls		
2014	3,848	5,876	741		0	
2015	3,705	6,201	871		0	
2016	3,796	6,188	1,248		0	
Prior Year Rolling Three-Year Average	3,783	6,088	953		-	
	Lifts	Lifts	Lifts	Hauls		
2014	3,848	5,876	741		0	
2015	3,705	6,201	871		0	
2016	3,796	6,188	1,248		0	
Current Year Rolling Three-Year Average	3,783	6,088	953		-	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%		1	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%		1	1

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$29,432	\$13,303	\$7,591	\$0	\$2,731	\$53,056
Benefits for CBAs	\$14,034	\$5,959	\$2,389	\$0	\$1,343	\$23,724
Payroll Taxes	\$2,449	\$1,107	\$632	\$0	\$227	\$4,414
Workers Compensation Insurance	\$2,097	\$948	\$541	\$0	\$195	\$3,780
Total Direct Labor Related-Costs	\$48,011	\$21,316	\$11,153	\$0	\$4,495	\$84,975
Direct Fuel Costs	\$3,058	\$1,388	\$1,070	\$0	\$297	\$5,813
Other Direct Costs	\$4,208	\$2,235	\$1,298	\$0	\$409	\$8,150
Depreciation - Collection Vehicles	\$3,768	\$2,084	\$1,909	\$0	\$283	\$8,044
Depreciation - Containers	\$385	\$393	\$790	\$0	\$71	\$1,638
Depreciation for Collection Equipment	\$4,153	\$2,477	\$2,700	\$0	\$353	\$9,682
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$3,005	\$3,510	\$10,968	\$0	\$567	\$18,050
Operations	\$1,210	\$1,379	\$2,711	\$0	\$116	\$5,416
Vehicle Maintenance	\$2,312	\$2,636	\$5,182	\$0	\$221	\$10,352
Container Maintenance	\$431	\$617	\$1,556	\$0	\$81	\$2,686
Total Allocated Indirect Costs excluding Depreciation and Interest	\$6,959	\$8,143	\$20,417	\$0	\$984	\$36,504
Total Allocated Indirect Depreciation Costs (Form 9)	\$76	\$85	\$141	\$0	\$7	\$309
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$66,465	\$35,644	\$36,779	\$0	\$6,546	\$145,434
Profit (insert Operating Ratio below)	\$6,977	\$3,742	\$3,861	\$0	\$687	\$15,267
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$73,442	\$39,386	\$40,640	\$0	\$7,233	\$160,700
Contractor Pass-Through Costs						
Interest Expense	\$1,331	\$794	\$865	\$0	\$113	\$3,104
Total Contractor Pass-Through Costs	\$1,331	\$794	\$865	\$0	\$113	\$3,104
TOTAL BASE CONTRACTOR'S COMPENSATION	\$74,774	\$40,180	\$41,505	\$0	\$7,346	\$163,805

D. West Bay Sanitary District Allocated Costs - Agency Facilities

Statistics Used for Year 2021 Cost Allocation Only					Totals
City # of Lifts per year	156	65	52		2,215
SBWMA # Lifts per year (Accounts for Venues/Events)	242,307	16,744	65,039		94,580
City # of Lifts per year %	0.1%	0.4%	0.1%		2.3%
City Total Route Labor hours year	2.78	1.13	4.55	0.00	8.46
SBWMA Total Route Labor hours year	4,706.39	236.00	993.06		5,935.45
City Total Route Labor hours year	0.1%	0.5%	0.5%		0.1%
City # of route hours/year	2.65	1.13	4.37		8.46
SBWMA # of route hours/year	2,599.51	224.16	939.57		5,935.45
City # of route hours/year %	0.1%	0.5%	0.5%		0.1%
City # of Containers	1	1	1		2,237
SBWMA # of Containers	842	256	528		96,806
City # of Containers %	0.1%	0.4%	0.2%		2.3%
	33%	13%	54%	0%	

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$139	\$56	\$227	\$0	\$19	\$441
Benefits for CBAs	\$65	\$26	\$106	\$0	\$9	\$206
Payroll Taxes	\$12	\$5	\$19	\$0	\$2	\$37
Workers Compensation Insurance	\$10	\$4	\$16	\$0	\$1	\$31
Total Direct Labor Related-Costs	\$225	\$92	\$369	\$0	\$30	\$716
Direct Fuel Costs	\$20	\$8	\$33	\$0	\$2	\$64
Other Direct Costs	\$38	\$16	\$63	\$0	\$4	\$121
Depreciation - Collection Vehicles	\$82	\$33	\$134	\$0	\$8	\$256
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$82	\$33	\$134	\$0	\$8	\$256
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using Lifts for Agency Costs)	\$88	\$36	\$145	\$0	\$334	\$603
Operations	\$38	\$16	\$63	\$0	\$4	\$121
Vehicle Maintenance	\$73	\$30	\$120	\$0	\$8	\$231
Container Maintenance (using lifts for Agency Costs)	\$13	\$5	\$21	\$0	\$48	\$87
Total Allocated Indirect Costs excluding Depreciation and Interest	\$213	\$87	\$349	\$0	\$394	\$1,042
Total Allocated Indirect Depreciation Costs (Form 9)	\$3	\$1	\$4	\$0	\$0	\$8
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$581	\$236	\$951	\$0	\$439	\$2,207
Profit (insert Operating Ratio below)	\$61	\$25	\$100	\$0	\$46	\$232
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$642	\$261	\$1,051	\$0	\$485	\$2,439
Contractor Pass-Through Costs						
Interest Expense	\$17	\$7	\$28	\$0	\$2	\$54
Total Contractor Pass-Through Costs	\$17	\$7	\$28	\$0	\$2	\$54
TOTAL BASE CONTRACTOR'S COMPENSATION	\$659	\$268	\$1,079	\$0	\$487	\$2,493

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	156	65	52	0	
2015	156	65	52	0	
2016	156	65	52	0	
Rolling Three-Year Average	156	65	52	-	

D. West Bay Sanitary District Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$139	\$56	\$227	\$0	\$19	\$441
Benefits for CBAs	\$65	\$26	\$106	\$0	\$9	\$206
Payroll Taxes	\$12	\$5	\$19	\$0	\$2	\$37
Workers Compensation Insurance	\$10	\$4	\$16	\$0	\$1	\$31
Total Direct Labor Related-Costs	\$225	\$92	\$369	\$0	\$30	\$716
Direct Fuel Costs	\$20	\$8	\$33	\$0	\$2	\$64
Other Direct Costs	\$38	\$16	\$63	\$0	\$4	\$121
Depreciation - Collection Vehicles	\$82	\$33	\$134	\$0	\$8	\$256
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$82	\$33	\$134	\$0	\$8	\$256
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$88	\$36	\$145	\$0	\$34	\$603
Operations	\$38	\$16	\$63	\$0	\$4	\$121
Vehicle Maintenance	\$73	\$30	\$120	\$0	\$8	\$231
Container Maintenance (using lifts for Agency Costs)	\$13	\$5	\$21	\$0	\$4	\$87
Total Allocated Indirect Costs excluding Depreciation and Interest	\$213	\$87	\$349	\$0	\$39	\$1,042
Total Allocated Indirect Depreciation Costs (Form 9)	\$3	\$1	\$4	\$0	\$0	\$8
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$581	\$236	\$951	\$0	\$439	\$2,207
Profit (insert Operating Ratio below)	\$61	\$25	\$100	\$0	\$46	\$232
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$642	\$261	\$1,051	\$0	\$485	\$2,439
Contractor Pass-Through Costs						
Interest Expense	\$17	\$7	\$28	\$0	\$2	\$54
Total Contractor Pass-Through Costs	\$17	\$7	\$28	\$0	\$2	\$54
TOTAL BASE CONTRACTOR'S COMPENSATION	\$659	\$268	\$1,079	\$0	\$487	\$2,493

D. West Bay Sanitary District Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments						
	Lifts	Lifts	Lifts	Lifts	Hauls	
2014	156	65	52	52	0	
2015	156	65	52	52	0	
2016	156	65	52	52	0	
Prior Year Rolling Three-Year Average	156	65	52	52	-	
	Lifts	Lifts	Lifts	Lifts	Hauls	
2014	156	65	52	52	0	
2015	156	65	52	52	0	
2016	156	65	52	52	0	
Current Year Rolling Three-Year Average	156	65	52	52	-	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1	1

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$139	\$56	\$227	\$0	\$19	\$441
Benefits for CBAs	\$65	\$26	\$106	\$0	\$9	\$206
Payroll Taxes	\$12	\$5	\$19	\$0	\$2	\$37
Workers Compensation Insurance	\$10	\$4	\$16	\$0	\$1	\$31
Total Direct Labor Related-Costs	\$225	\$92	\$369	\$0	\$30	\$716
Direct Fuel Costs	\$20	\$8	\$33	\$0	\$2	\$64
Other Direct Costs	\$38	\$16	\$63	\$0	\$4	\$121
Depreciation - Collection Vehicles	\$82	\$33	\$134	\$0	\$8	\$256
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$82	\$33	\$134	\$0	\$8	\$256
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$88	\$36	\$145	\$0	\$334	\$603
Operations	\$38	\$16	\$63	\$0	\$4	\$121
Vehicle Maintenance	\$73	\$30	\$120	\$0	\$8	\$231
Container Maintenance (using lifts for Agency Costs)	\$13	\$5	\$21	\$0	\$48	\$87
Total Allocated Indirect Costs excluding Depreciation and Interest	\$213	\$87	\$349	\$0	\$394	\$1,042
Total Allocated Indirect Depreciation Costs (Form 9)	\$3	\$1	\$4	\$0	\$0	\$8
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$581	\$236	\$951	\$0	\$439	\$2,207
Profit (insert Operating Ratio below)	\$61	\$25	\$100	\$0	\$46	\$232
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$642	\$261	\$1,051	\$0	\$485	\$2,439
Contractor Pass-Through Costs						
Interest Expense	\$17	\$7	\$28	\$0	\$2	\$54
Total Contractor Pass-Through Costs	\$17	\$7	\$28	\$0	\$2	\$54
TOTAL BASE CONTRACTOR'S COMPENSATION	\$659	\$268	\$1,079	\$0	\$487	\$2,493

D. Unincorporated County - SFD

Statistics Used for Year 2021 Cost Allocation Only					Total
City # of accounts	5,072	5,063	5,044	1,399	5,072
SBWMA # of accounts	94,580	94,372	90,725	29,504	94,580
City # of accounts %	5.4%	5.4%	5.6%	4.7%	5.4%
City Total Route Labor hours year	2,639.32	2,480.08	2,606.57	618.60	8,345
SBWMA Total Route Labor hours year	46,232.55	42,856.20	39,114.12	13,045.24	141,248
City Total Route Labor hours year %	5.7%	5.8%	6.7%	4.7%	5.9%
City # of route hours/year	2,408.37	2,100.54	2,315.25	618.60	7,443
SBWMA # of route hours/year	42,847.89	38,380.04	34,949.16	13,045.24	129,222
City Total Route Labor hours year %	5.6%	5.5%	6.6%	4.7%	5.8%
City Total Containers in Service	5,099	5,103	5,260	1,399	16,861
SBWMA Total Containers in Service	96,806	96,284	99,941	29,504	322,535
City Total Containers in Service %	5.3%	5.3%	5.3%	4.7%	5.2%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$221,409	\$184,816	\$181,226	\$42,540	\$629,992
Benefits for CBAs	\$102,290	\$89,110	\$85,315	\$22,881	\$299,596
Payroll Taxes	\$18,421	\$15,377	\$15,078	\$3,539	\$52,415
Workers Compensation Insurance	\$15,725	\$13,167	\$12,912	\$3,031	\$44,885
Total Direct Labor Related-Costs	\$357,895	\$302,470	\$294,531	\$71,991	\$1,026,887
Direct Fuel Costs	\$23,008	\$22,892	\$23,033	\$2,010	\$70,943
Other Direct Costs	\$30,300	\$30,147	\$30,711	\$3,215	\$94,374
Depreciation - Collection Vehicles	\$34,340	\$31,371	\$37,193	\$1,853	\$104,757
Depreciation - Containers	\$14,140	\$14,659	\$17,468	\$0	\$46,268
Depreciation for Collection Equipment	\$48,480	\$46,030	\$54,661	\$1,853	\$151,025
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$95,122	\$98,885	\$99,959	\$3,461	\$297,427
Operations	\$20,331	\$20,571	\$24,288	\$706	\$65,896
Vehicle Maintenance	\$38,857	\$39,316	\$46,421	\$1,349	\$125,944
Container Maintenance	\$13,427	\$14,038	\$13,599	\$497	\$41,561
Total Allocated Indirect Costs excluding Depreciation and Interest	\$167,737	\$172,811	\$184,267	\$6,013	\$530,828
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,227	\$1,245	\$1,507	\$43	\$4,022
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$628,648	\$575,595	\$588,711	\$85,126	\$1,878,079
Profit (insert Operating Ratio below)	\$65,991	\$60,422	\$61,798	\$8,936	\$197,146
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$694,638	\$636,017	\$650,509	\$94,061	\$2,075,226
Contractor Pass-Through Costs					
Interest Expense	\$11,890	\$11,289	\$13,406	\$454	\$37,039
Total Contractor Pass-Through Costs	\$11,890	\$11,289	\$13,406	\$454	\$37,039
TOTAL BASE CONTRACTOR'S COMPENSATION	\$706,528	\$647,306	\$663,915	\$94,516	\$2,112,264

Service Level Statistics Used for Future Service Level Cost Adjustments			
	Accounts	Accounts	Accounts
2014	5,041	5,041	5,041
2015	5,056	5,056	5,056
2016	5,072	5,072	5,072
Rolling Three-Year Average	5,056	5,056	5,056

D. Unincorporated County - SFD

Step 1: Index Based Adjustments				
PY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$221,409	\$184,816	\$181,226	\$42,540	\$629,992
Benefits for CBAs	\$102,290	\$89,110	\$85,315	\$22,881	\$299,596
Payroll Taxes	\$18,421	\$15,377	\$15,078	\$3,539	\$52,415
Workers Compensation Insurance	\$15,725	\$13,167	\$12,912	\$3,031	\$44,885
Total Direct Labor Related-Costs	\$357,895	\$302,470	\$294,531	\$71,991	\$1,026,887
Direct Fuel Costs	\$23,008	\$22,892	\$23,033	\$2,010	\$70,943
Other Direct Costs	\$30,300	\$30,147	\$30,711	\$3,215	\$94,374
Depreciation - Collection Vehicles	\$34,340	\$31,371	\$37,193	\$1,853	\$104,757
Depreciation - Containers	\$14,140	\$14,659	\$17,468	\$0	\$46,268
Depreciation for Collection Equipment	\$48,480	\$46,030	\$54,661	\$1,853	\$151,025
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$95,122	\$98,885	\$99,959	\$3,461	\$297,427
Operations	\$20,331	\$20,571	\$24,288	\$706	\$65,896
Vehicle Maintenance	\$38,857	\$39,316	\$46,421	\$1,349	\$125,944
Container Maintenance	\$13,427	\$14,038	\$13,599	\$497	\$41,561
Total Allocated Indirect Costs excluding Depreciation and Interest	\$167,737	\$172,811	\$184,267	\$6,013	\$530,828
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,227	\$1,245	\$1,507	\$43	\$4,022
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$628,648	\$575,595	\$588,711	\$85,126	\$1,878,079
Profit (insert Operating Ratio below)	\$65,991	\$60,422	\$61,798	\$8,936	\$197,146
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$694,638	\$636,017	\$650,509	\$94,061	\$2,075,226
Contractor Pass-Through Costs					
Interest Expense	\$11,890	\$11,289	\$13,406	\$454	\$37,039
Total Contractor Pass-Through Costs	\$11,890	\$11,289	\$13,406	\$454	\$37,039
TOTAL BASE CONTRACTOR'S COMPENSATION	\$706,528	\$647,306	\$663,915	\$94,516	\$2,112,264

D. Unincorporated County - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	5,041	5,041	5,041	
2015	5,056	5,056	5,056	
2016	5,072	5,072	5,072	
Prior Year Rolling Three-Year Average	5,056	5,056	5,056	
	Accounts	Accounts	Accounts	
2014	5,041	5,041	5,041	
2015	5,056	5,056	5,056	
2016	5,072	5,072	5,072	
Current Year Rolling Three-Year Average	5,056	5,056	5,056	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$221,409	\$184,816	\$181,226	\$42,540	\$629,992
Benefits for CBAs	\$102,290	\$89,110	\$85,315	\$22,881	\$299,596
Payroll Taxes	\$18,421	\$15,377	\$15,078	\$3,539	\$52,415
Workers Compensation Insurance	\$15,775	\$13,167	\$12,912	\$3,031	\$44,885
Total Direct Labor Related-Costs	\$357,895	\$302,470	\$294,531	\$71,991	\$1,026,887
Direct Fuel Costs	\$23,008	\$22,892	\$23,033	\$2,010	\$70,943
Other Direct Costs	\$30,300	\$30,147	\$30,711	\$3,215	\$94,374
Depreciation - Collection Vehicles	\$34,340	\$31,371	\$37,193	\$1,853	\$104,757
Depreciation - Containers	\$14,140	\$14,659	\$17,468	\$0	\$46,268
Depreciation for Collection Equipment	\$48,480	\$46,030	\$54,661	\$1,853	\$151,025
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$95,122	\$98,885	\$99,959	\$3,461	\$297,427
Operations	\$20,331	\$20,571	\$24,288	\$706	\$65,896
Vehicle Maintenance	\$38,857	\$39,316	\$46,421	\$1,349	\$125,944
Container Maintenance	\$13,427	\$14,038	\$13,599	\$497	\$41,561
Total Allocated Indirect Costs excluding Depreciation and Interest	\$167,737	\$172,811	\$184,267	\$6,013	\$530,828
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,227	\$1,245	\$1,507	\$43	\$4,022
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$628,648	\$575,595	\$588,711	\$85,126	\$1,878,079
Profit (insert Operating Ratio below)	\$65,991	\$60,422	\$61,798	\$8,936	\$197,146
	90.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$694,638	\$636,017	\$650,509	\$94,061	\$2,075,226
Contractor Pass-Through Costs					
Interest Expense	\$11,890	\$11,289	\$13,406	\$454	\$37,039
Total Contractor Pass-Through Costs	\$11,890	\$11,289	\$13,406	\$454	\$37,039
TOTAL BASE CONTRACTOR'S COMPENSATION	\$706,528	\$647,306	\$663,915	\$94,516	\$2,112,264

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. Unincorporated County - MFD & Commercial

	Statistics Used for Year 2021 Cost Allocation Only					Total
City # of Accounts	198	205	26	0	1,399	429
SBWMA # Accounts	10,332	10,210	1,712	195	29,504	22,449
City # of Accounts %	1.9%	2.0%	1.5%	0.0%	4.7%	1.9%
City Total Route Labor hours year	507.84	319.18	77.74	0.00	618.60	905
SBWMA Total Route Labor hours year	47,871.85	27,111.92	6,356.65	6,167.11	13,045.24	87,508
City Total Route Labor hours year %	1.1%	1.2%	1.2%	0.0%	4.7%	1.0%
City # of route hours/year	367.33	288.08	73.33	0.00	618.60	729
SBWMA # of route hours/year	31,307.08	25,241.12	6,046.06	6,167.11	13,045.24	68,761
City # of route hours/year %	1.2%	1.1%	1.2%	0.0%	4.7%	1.1%
City Total Containers in Service	248	338	40	0	1,399	626
SBWMA Total Containers in Service	17,258	19,703	2,059	333	29,504	39,353
City Total Containers in Service %	1.4%	1.7%	1.9%	0.0%	4.7%	1.6%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$53,914	\$23,794	\$8,589	\$0	\$6,857	\$93,154
Benefits for CBAs	\$25,707	\$10,658	\$2,703	\$0	\$3,372	\$42,441
Payroll Taxes	\$4,486	\$1,980	\$715	\$0	\$571	\$7,750
Workers Compensation Insurance	\$3,841	\$1,695	\$612	\$0	\$489	\$6,637
Total Direct Labor Related-Costs	\$87,949	\$38,126	\$12,618	\$0	\$11,289	\$149,982
Direct Fuel Costs	\$5,690	\$2,332	\$1,146	\$0	\$746	\$9,913
Other Direct Costs	\$7,831	\$3,755	\$1,390	\$0	\$1,026	\$14,001
Depreciation - Collection Vehicles	\$7,011	\$3,501	\$2,044	\$0	\$710	\$13,266
Depreciation - Containers	\$1,736	\$1,562	\$1,663	\$0	\$177	\$5,138
Depreciation for Collection Equipment	\$8,747	\$5,063	\$3,707	\$0	\$887	\$18,405
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$18,032	\$19,990	\$17,823	\$0	\$1,423	\$57,268
Operations	\$2,251	\$2,317	\$2,903	\$0	\$290	\$7,761
Vehicle Maintenance	\$4,303	\$4,429	\$5,547	\$0	\$555	\$14,834
Container Maintenance	\$1,943	\$2,454	\$3,276	\$0	\$204	\$7,878
Total Allocated Indirect Costs excluding Depreciation and Interest	\$26,530	\$29,190	\$29,549	\$0	\$2,472	\$87,741
Total Allocated Indirect Depreciation Costs (Form 9)	\$142	\$142	\$151	\$0	\$18	\$453
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$136,888	\$78,609	\$48,561	\$0	\$16,437	\$280,495
Profit (insert Operating Ratio below)	\$14,369.45	\$8,252	\$5,098	\$0	\$1,725	\$29,444
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$151,257	\$86,861	\$53,659	\$0	\$18,163	\$309,940
Contractor Pass-Through Costs						
Interest Expense	\$2,804	\$1,623	\$1,189	\$0	\$284	\$5,901
Total Contractor Pass-Through Costs	\$2,804	\$1,623	\$1,189	\$0	\$284	\$5,901
TOTAL BASE CONTRACTOR'S COMPENSATION	\$154,062	\$88,484	\$54,847	\$0	\$18,447	\$315,840

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	17,693	19,331	2,756		4
2015	18,369	18,746	3,952		3
2016	18,343	19,643	3,757		4
Rolling Three-Year Average	18,135	19,240	3,488		4

D. Unincorporated County - MFD & Commercial

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$53,914	\$23,794	\$8,589	\$0	\$6,857	\$93,154
Benefits for CBAs	\$25,707	\$10,658	\$2,703	\$0	\$3,372	\$42,441
Payroll Taxes	\$4,486	\$1,980	\$715	\$0	\$571	\$7,750
Workers Compensation Insurance	\$3,841	\$1,695	\$612	\$0	\$489	\$6,637
Total Direct Labor Related-Costs	\$87,949	\$38,126	\$12,618	\$0	\$11,289	\$149,982
Direct Fuel Costs	\$5,690	\$2,332	\$1,146	\$0	\$746	\$9,913
Other Direct Costs	\$7,831	\$3,755	\$1,390	\$0	\$1,026	\$14,001
Depreciation - Collection Vehicles	\$7,011	\$3,501	\$2,044	\$0	\$710	\$13,266
Depreciation - Containers	\$1,736	\$1,562	\$1,663	\$0	\$177	\$5,138
Depreciation for Collection Equipment	\$8,747	\$5,063	\$3,707	\$0	\$887	\$18,405
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$18,032	\$19,990	\$17,823	\$0	\$1,423	\$57,268
Operations	\$2,251	\$2,317	\$2,903	\$0	\$290	\$7,761
Vehicle Maintenance	\$4,303	\$4,429	\$5,547	\$0	\$555	\$14,834
Container Maintenance	\$1,943	\$2,454	\$3,276	\$0	\$204	\$7,878
Total Allocated Indirect Costs excluding Depreciation and Interest	\$26,530	\$29,190	\$29,549	\$0	\$2,472	\$87,741
Total Allocated Indirect Depreciation Costs (Form 9)	\$142	\$142	\$151	\$0	\$18	\$453
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$136,888	\$78,609	\$48,561	\$0	\$16,437	\$280,495
Profit (insert Operating Ratio below)	\$14,369	\$8,252	\$5,098	\$0	\$1,725	\$29,444
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$151,257	\$86,861	\$53,659	\$0	\$18,163	\$309,940
Contractor Pass-Through Costs						
Interest Expense	\$2,804	\$1,623	\$1,189	\$0	\$284	\$5,901
Total Contractor Pass-Through Costs	\$2,804	\$1,623	\$1,189	\$0	\$284	\$5,901
TOTAL BASE CONTRACTOR'S COMPENSATION	\$154,062	\$88,484	\$54,847	\$0	\$18,447	\$315,840

D. Unincorporated County - MFD & Commercial

Step 2: Service Level Adjustments					
	Lifts	Lifts	Lifts	Hauls	
2014	17,693	19,331	2,756		4
2015	18,369	18,746	3,952		3
2016	18,343	19,643	3,757		4
Prior Year Rolling Three-Year Average	18,135	19,240	3,488		4
	Lifts	Lifts	Lifts	Hauls	
2014	17,693	19,331	2,756		4
2015	18,369	18,746	3,952		3
2016	18,343	19,643	3,757		4
Current Year Rolling Three-Year Average	18,135	19,240	3,488		4
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$53,914	\$23,794	\$8,589	\$0	\$6,857	\$93,154
Benefits for CBAs	\$25,707	\$10,658	\$2,703	\$0	\$3,372	\$42,441
Payroll Taxes	\$4,486	\$1,980	\$715	\$0	\$571	\$7,750
Workers Compensation Insurance	<u>\$3,841</u>	<u>\$1,695</u>	<u>\$612</u>	<u>\$0</u>	<u>\$489</u>	<u>\$6,637</u>
Total Direct Labor Related-Costs	\$87,949	\$38,126	\$12,618	\$0	\$11,289	\$149,982
Direct Fuel Costs	\$5,690	\$2,332	\$1,146	\$0	\$746	\$9,913
Other Direct Costs	\$7,831	\$3,755	\$1,390	\$0	\$1,026	\$14,001
Depreciation - Collection Vehicles	\$7,011	\$3,501	\$2,044	\$0	\$710	\$13,266
Depreciation - Containers	\$1,736	\$1,562	\$1,663	\$0	\$177	\$5,138
Depreciation for Collection Equipment	\$8,747	\$5,063	\$3,707	\$0	\$887	\$18,405
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$18,032	\$19,990	\$17,823	\$0	\$1,423	\$57,268
Operations	\$2,251	\$2,317	\$2,903	\$0	\$290	\$7,761
Vehicle Maintenance	\$4,303	\$4,429	\$5,547	\$0	\$555	\$14,834
Container Maintenance	\$1,943	\$2,454	\$3,276	\$0	\$204	<u>\$7,878</u>
Total Allocated Indirect Costs excluding Depreciation and Interest	\$26,530	\$29,190	\$29,549	\$0	\$2,472	\$87,741
Total Allocated Indirect Depreciation Costs (Form 9)	\$142	\$142	\$151	\$0	\$18	\$453
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$136,888	\$78,609	\$48,561	\$0	\$16,437	\$280,495
Profit (insert Operating Ratio below)	\$14,369	\$8,252	\$5,098	\$0	\$1,725	\$29,444
	90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$151,257	\$86,861	\$53,659	\$0	\$18,163	\$309,940
Contractor Pass-Through Costs						
Interest Expense	\$2,804	\$1,623	\$1,189	\$0	\$284	\$5,901
Total Contractor Pass-Through Costs	\$2,804	\$1,623	\$1,189	\$0	\$284	\$5,901
TOTAL BASE CONTRACTOR'S COMPENSATION	\$154,062	\$88,484	\$54,847	\$0	\$18,447	\$315,840

D. Unincorporated County - Agency Facilities

Statistics Used for Year 2021 Cost Allocation Only					Totals
City # of Lifts per year	0	208	312		5,072
SBWMA # Lifts per year (Accounts for Venues/Events)	242,307	16,744	65,039		94,580
City # of Lifts per year %	0.0%	1.2%	0.5%		5.4%
City Total Route Labor hours year	0.00	12.19	5.11	0.00	17.30
SBWMA Total Route Labor hours year	4,706.39	236.00	993.06		5,935.45
City Total Route Labor hours year	0.0%	5.2%	0.5%		0.3%
City # of route hours/year	0.00	12.13	5.07		17.30
SBWMA # of route hours/year	2,599.51	224.16	939.57		5,935.45
City # of route hours/year %	0.0%	5.4%	0.5%		0.3%
City # of Containers	0	4	6		5,099
SBWMA # of Containers	842	256	528		96,806
City # of Containers %	0.0%	1.6%	1.1%		5.3%
	0%	70%	30%	0%	

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$0	\$1,142	\$479	\$0	\$38	\$1,659
Benefits for CBAs	\$0	\$534	\$224	\$0	\$18	\$776
Payroll Taxes	\$0	\$95	\$40	\$0	\$3	\$138
Workers Compensation Insurance	\$0	\$81	\$34	\$0	\$3	\$118
Total Direct Labor Related-Costs	\$0	\$1,853	\$777	\$0	\$62	\$2,691
Direct Fuel Costs	\$0	\$152	\$64	\$0	\$5	\$220
Other Direct Costs	\$0	\$287	\$120	\$0	\$9	\$416
Depreciation - Collection Vehicles	\$0	\$700	\$293	\$0	\$16	\$1,009
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$0	\$700	\$293	\$0	\$16	\$1,009
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$0	\$477	\$200	\$0	\$765	\$1,441
Operations	\$0	\$303	\$127	\$0	\$8	\$438
Vehicle Maintenance	\$0	\$579	\$243	\$0	\$16	\$837
Container Maintenance (using lifts for Agency Costs)	\$0	\$69	\$29	\$0	\$110	\$207
Total Allocated Indirect Costs excluding Depreciation and Interest	\$0	\$1,427	\$598	\$0	\$899	\$2,924
Total Allocated Indirect Depreciation Costs (Form 9)	\$0	\$23	\$10	\$0	\$1	\$33
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$0	\$4,441	\$1,862	\$0	\$991	\$7,293
Profit (insert Operating Ratio below)	\$0	\$466	\$195	\$0	\$104	\$766
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$0	\$4,907	\$2,057	\$0	\$1,095	\$8,059
Contractor Pass-Through Costs						
Interest Expense	\$0	\$148	\$62	\$0	\$3	\$214
Total Contractor Pass-Through Costs	\$0	\$148	\$62	\$0	\$3	\$214
TOTAL BASE CONTRACTOR'S COMPENSATION	\$0	\$5,055	\$2,119	\$0	\$1,098	\$8,273

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Lifts	Lifts	Lifts	Hauls
2014	0	208	416	0
2015	0	208	312	0
2016	0	208	312	0
Rolling Three-Year Average	-	208	347	-

D. Unincorporated County - Agency Facilities

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CY CPI-W-Wages (2017 Listed as Example)	264.176	264.176	264.176	264.176	264.176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CY CPI-W-Medical (2017 Listed as Example)	477.815	477.815	477.815	477.815	477.815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.252	209.252	209.252	209.252	209.252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CY CPI-U (2017 Listed as Example)	269.983	269.983	269.983	269.983	269.983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$0	\$1,142	\$479	\$0	\$38	\$1,659
Benefits for CBAs	\$0	\$534	\$224	\$0	\$18	\$776
Payroll Taxes	\$0	\$95	\$40	\$0	\$3	\$138
Workers Compensation Insurance	\$0	\$81	\$34	\$0	\$3	\$118
Total Direct Labor Related-Costs	\$0	\$1,853	\$777	\$0	\$62	\$2,691
Direct Fuel Costs	\$0	\$152	\$64	\$0	\$5	\$220
Other Direct Costs	\$0	\$287	\$120	\$0	\$9	\$416
Depreciation - Collection Vehicles	\$0	\$700	\$293	\$0	\$16	\$1,009
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$0	\$700	\$293	\$0	\$16	\$1,009
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$0	\$477	\$200	\$0	\$765	\$1,441
Operations	\$0	\$303	\$127	\$0	\$8	\$438
Vehicle Maintenance	\$0	\$579	\$243	\$0	\$16	\$837
Container Maintenance (using lifts for Agency Costs)	\$0	\$69	\$29	\$0	\$110	\$207
Total Allocated Indirect Costs excluding Depreciation and Interest	\$0	\$1,427	\$598	\$0	\$899	\$2,924
Total Allocated Indirect Depreciation Costs (Form 9)	\$0	\$23	\$10	\$0	\$1	\$33
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$0	\$4,441	\$1,862	\$0	\$991	\$7,293
Profit (insert Operating Ratio below)	\$0	\$466	\$195	\$0	\$104	\$766
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$0	\$4,907	\$2,057	\$0	\$1,095	\$8,059
Contractor Pass-Through Costs						
Interest Expense	\$0	\$148	\$62	\$0	\$3	\$214
Total Contractor Pass-Through Costs	\$0	\$148	\$62	\$0	\$3	\$214
TOTAL BASE CONTRACTOR'S COMPENSATION	\$0	\$5,055	\$2,119	\$0	\$1,098	\$8,273

D. Unincorporated County - Agency Facilities

Step 2: Service Level Adjustments						
	Lifts	Lifts	Lifts	Hauls		
2014	0	208	416	0		
2015	0	208	312	0		
2016	0	208	312	0		
Prior Year Rolling Three-Year Average	-	208	347	-		
2014	0	208	416	0		
2015	0	208	312	0		
2016	0	208	312	0		
Current Year Rolling Three-Year Average	-	208	347	-		
100% Service Level Adjustment Factor	1	100.0%	100.0%	1		1
65% Service Level Adjustment Factor	1	100.0%	100.0%	1		1

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$0	\$1,142	\$479	\$0	\$38	\$1,659
Benefits for CBAs	\$0	\$534	\$224	\$0	\$18	\$776
Payroll Taxes	\$0	\$95	\$40	\$0	\$3	\$138
Workers Compensation Insurance	\$0	\$81	\$34	\$0	\$3	\$118
Total Direct Labor Related-Costs	\$0	\$1,853	\$777	\$0	\$62	\$2,691
Direct Fuel Costs	\$0	\$152	\$64	\$0	\$5	\$220
Other Direct Costs	\$0	\$287	\$120	\$0	\$9	\$416
Depreciation - Collection Vehicles	\$0	\$700	\$293	\$0	\$16	\$1,009
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$0	\$700	\$293	\$0	\$16	\$1,009
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$0	\$477	\$200	\$0	\$765	\$1,441
Operations	\$0	\$303	\$127	\$0	\$8	\$438
Vehicle Maintenance	\$0	\$579	\$243	\$0	\$16	\$837
Container Maintenance (using lifts for Agency Costs)	\$0	\$69	\$29	\$0	\$110	\$207
Total Allocated Indirect Costs excluding Depreciation and Interest	\$0	\$1,427	\$598	\$0	\$899	\$2,924
Total Allocated Indirect Depreciation Costs (Form 9)	\$0	\$23	\$10	\$0	\$1	\$33
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$0	\$4,441	\$1,862	\$0	\$991	\$7,293
Profit (insert Operating Ratio below)	\$0	\$466	\$195	\$0	\$104	\$766
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$0	\$4,907	\$2,057	\$0	\$1,095	\$8,059
Contractor Pass-Through Costs						
Interest Expense	\$0	\$148	\$62	\$0	\$3	\$214
Total Contractor Pass-Through Costs	\$0	\$148	\$62	\$0	\$3	\$214
TOTAL BASE CONTRACTOR'S COMPENSATION	\$0	\$5,055	\$2,119	\$0	\$1,098	\$8,273

Attachment N - Truck Depreciation & Interest Schedule

	2017		Units Purchased by Year						Capital Expenditure Per Year														
	Quantity	Cost/Unit	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Inflation Assumption: 2.00%														
									Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Total								
								108.2%	110.2%	112.2%	114.2%	116.2%	118.2%										
4 Axle ASL Coll Vehicle	42	335,000	0	15	17	10	0	0	0	5,539,722	6,392,251	3,827,148	0	0	15,759,120								
3 Axle ASL Coll Vehicle	21	333,000	0	5	10	6	0	0	0	1,835,550	3,737,699	2,282,579	0	0	7,855,828								
3 Axle ASL (185" Wheel Base)	4	333,000	0	1	1	1	1	0	0	367,110	373,770	380,430	387,090	0	1,508,400								
3 Axle ASL (185" Wheel Base)	1	333,000	0	0	1	0	0	0	0	0	373,770	0	0	0	373,770								
4 Axle ASL (185" Wheel Base)	2	335,000	0	1	0	1	0	0	0	369,315	0	382,715	0	0	752,030								
Pup Trucks SASL (VHTS)	3	179,000	0	0	0	1	2	0	0	0	0	204,495	416,151	0	620,646								
4 Axle FEL Coll Vehicle	27	364,000	0	9	9	9	0	0	0	3,611,568	3,677,088	3,742,608	0	0	11,031,263								
4 Axle REL Coll Vehicle	16	316,000	4	4	4	4	0	0	0	1,368,194	1,393,474	1,418,754	1,444,034	0	5,624,457								
3 Axle REL (185" Wheel Base)	2	307,000	0	0	0	1	1	0	0	0	0	350,727	356,867	0	707,593								
2 Axle REL (128" Wheel Base)	2	212,000	0	0	0	1	1	0	0	0	0	242,196	246,436	0	488,631								
3 Axle SASL (Comm Organics)	1	333,000	0	0	1	0	0	0	0	0	373,770	0	0	0	373,770								
3 Axle Roll Offs	3	248,000	0	0	1	1	1	0	0	0	278,363	283,323	288,283	0	849,970								
4 Axle Roll Offs	3	287,000	0	0	1	1	1	0	0	0	322,138	327,878	333,618	0	983,634								
Cart Delivery Trucks	3	93,000	0	0	0	1	1	1	0	0	0	106,246	108,106	109,966	324,319								
Container Delivery Trucks	2	155,000	0	0	1	0	0	1	0	0	173,977	0	0	183,277	357,254								
Box Trucks (Loose Bulky)	3	141,000	0	0	0	1	1	1	0	0	0	161,083	163,903	166,723	491,709								
Shop Truck GMC 3500	1	72,000	0	0	1	0	0	0	0	0	80,815	0	0	0	80,815								
Shop Truck GMC 4500	2	88,000	0	0	1	1	0	0	0	0	98,774	100,534	0	0	199,308								
GMC Hyb 1/2 Ton Pick Up's	6	50,000	0	1	2	1	1	1	0	55,122	112,243	57,122	58,122	59,122	341,730								
Total Vehicles	144		4	36	50	40	10	4		1,368,194	13,171,859	17,413,413	13,893,117	2,358,575	48,724,246								

	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Total
Depreciation - New Truck Purchases	4,017,000	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	48,724,246
Depreciation - Initial Term Purchases (Year 3)	75,539	75,539	75,539	0	0	0	0	0	0	0	0	0	0	0	0	0	226,617
Total Depreciation	4,092,539	3,056,022	3,056,022	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	48,950,863

Interest (5.5%)	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	14,730,087
Other Interest (Containers)	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	2,447,700
Total	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	17,177,787

Attachment N - Form H - CPI Indexes

CPI-W-Wages

Series Id: CWURA422SA0

Not Seasonally Adjusted

Series All items in San Francisco-Oakland-San Jose, CA,
Title urban wage earners and clerical workers, not
Area San Francisco-Oakland-San Jose, CA
Item All items
Base 1982-84=100
Period
Years: 2011 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	May to April Average	% Change
2011		226.638		231.600		230.605		231.445		232.371		231.109	232.801	
2012		234.648		236.626		236.890		238.445		240.864		236.454	239.113	2.71%
2013		240.262		241.764		243.052		242.903		243.711		242.602	244.225	2.14%
2014		245.148		247.932		250.085		249.877		250.508		247.680	250.139	2.42%
2015		249.809		252.875		254.736		256.060		256.107		255.492	256.487	2.54%
2016		257.141		259.386		261.017		262.326		264.026		263.222	264.176	3.00%
2017		265.569		268.896										

CPI-W-Medical

Series Id: CWURA422SAM

Not Seasonally Adjusted

Series Medical care in San Francisco-Oakland-San Jose, CA,
Title urban wage earners and clerical workers, not
Area San Francisco-Oakland-San Jose, CA
Item Medical care
Base 1982-84=100
Period
Years: 2011 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1
2011		390.950		391.029		391.703		392.346		393.473		395.217	394.012	
2012		395.155		396.175		395.735		401.147		400.453		399.467	401.535	1.91%
2013		408.164		404.244		417.242		416.887		418.662		423.806	424.463	5.71%
2014		430.864		439.317										
2015														
2016								476.519		476.977		478.486	477.815	
2017		475.258		481.836										

CPI-U-Motor Fuel

Series Id: CUURA422SETB

Not Seasonally Adjusted

Series Motor fuel in San Francisco-Oakland-San Jose, CA, all
Title urban consumers, not seasonally adjusted
Area San Francisco-Oakland-San Jose, CA
Item Motor fuel
Base 1982-84=100
Period
Years: 2011 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	May to April Average	% Change
2011	254.643	264.552	297.753	317.686	314.626	295.113	288.352	285.106	295.484	290.739	286.068	271.286	296.328	
2012	280.517	302.724	327.962	317.962	325.378	301.192	285.891	310.778	316.03	336.090	288.389	268.569	302.004	1.92%
2013	274.605	306.602	309.846	300.682	306.012	303.270	301.401	291.569	299.931	284.084	273.022	270.990	291.204	-3.58%
2014	273.919	279.844	297.341	313.061	315.401	312.578	308.499	297.489	287.115	268.189	242.194	216.165	261.711	-10.13%
2015	193.209	209.050	250.324	240.323	269.479	253.019	257.434	247.551	223.945	208.973	202.552	196.642	218.866	-16.37%
2016	195.010	178.296	191.074	202.420	208.843	213.139	209.663	197.818	204.532	207.138	200.994	200.151	209.252	-4.39%
2017	208.379	212.552	223.591	224.219										

CPI-U

Series Id: CUURA422SA0

Not Seasonally Adjusted

Series All items in San Francisco-Oakland-San Jose, CA, all
Title urban consumers, not seasonally adjusted
Area San Francisco-Oakland-San Jose, CA
Item All items
Base 1982-84=100
Period
Years: 2011 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	May to April Average	% Change
2011		229.981		234.121		233.646		234.608		235.331		234.327	235.630	
2012		236.880		238.985		239.806		241.170		242.834		239.533	241.783	2.61%
2013		242.677		244.675		245.935		246.072		246.617		245.711	247.408	2.33%
2014		248.615		251.495		253.317		253.354		254.503		252.273	254.330	2.80%
2015		254.910		257.622		259.117		259.917		261.019		260.289	261.251	2.72%
2016		262.600		264.565		266.041		267.853		270.306		269.483	269.983	3.34%
2017		271.626		274.589										

ATTACHMENT O LIST OF CONTRACTOR'S PERSONNEL

Non-CBA Employees

General Manager -----	1
Administrative Manager -----	1
Operations Manager -----	1
Customer Service Manager --	1
Waste Zero Manager -----	1
Public Relations Manger -----	1
Maintenance Manager-----	1
Accounting Manager-----	0.5
Operations District Manager -	1
Operation Supervisors-----	6
Operations Dispatcher-----	1
Waste Zero Specialists-----	6
Customer Service Supervisor	1
Subtotal-----	22.5

CBA Employees

Drivers-----	165
Customer Service Representatives-----	15
Maintenance Clerks -----	2
Accounting Staff-----	3
Dispatch Clerks-----	2
Mechanics/Shop Personnel-----	20
Subtotal-----	207

Total-----229.5

List of Contractor's Personnel reflects employees on Recology San Mateo County direct payroll.

**Attachment P
Vehicle Specifications**

{Note: The current Attachment P will be removed in its entirety and replaced with this new Attachment P.}

Specifications are for vehicles to be purchased pursuant to Section 8.04 of Agreement.

Vehicle Type	General Information					Color		Cab and Chasis			Body								
	Type of Vehicle	Material to be collected	Age of Vehicle	Manufacturer and Model	Owned or leased	Cab	Body	Cab Height (inches)	Number of Axels	Overall length w/ Body Mounted (inches)	Collection Method	Rated Capacity	Practical or Net Capacity	No. of Collection Compartments	Net Capacity of each Compartment	Overall Body Length (inches)	Body Height (inches)	Body Width (inches)	Used Oil container and Filter Rack
1 4 Axle ASL Coll Vehicle	Side Loader	MSW, R, O	New	Autocar ACX 84 Chasis/Heil DP Python Body	Owned	White	White	102	4	415	Automated	28 cu yd	28 cu yd	1	28 cu yd	284	103	96	Yes
2 3 Axle ASL Coll Vehicle	Side Loader	MSW, R, O	New	Autocar ACX 64 Chasis/Heil DP Python Body	Owned	White	White	102	3	415	Automated	28 cu yd	28 cu yd	1	28 cu yd	284	103	96	Yes
3 3 Axle ASL Coll Vehicle	Side Loader	MSW, R, O	New	Autocar ACX 64 Chasis/Heil Rapid Rail Body	Owned	White	White	102	3	415	Automated	28 cu yd	28 cu yd	1	28 cu yd	284	103	96	Yes
4 4 Axle ASL Coll Vehicle	Side Loader	MSW, R, O	New	Autocar ACX 84 Chasis/Heil Rapid Rail Body	Owned	White	White	102	4	415	Automated	28 cu yd	28 cu yd	1	28 cu yd	284	103	96	Yes
5 Pup Trucks SASL (VHTS)	Side Loader	MSW, R, O	New	Freightliner 2106/ Heil Retriever Body	Owned	White	White	94	2	288	Semi-Automated	10 cu yd	10 cu yd	1	10 cu yd	158	92	82	Yes
6 4 Axle FEL Coll Vehicle	Front Loader	MSW, R, O	New	Autocar ACX 84 Chasis/Heil Freedom Body	Owned	White	White	102	4	415	Automated	40 cu yd	40 cu yd	1	40 cu yd	292	120	96	No
7 4 Axle REL Coll Vehicle	Rear Loader	MSW, R, O	New	Autocar ACX 84 Chasis/Heil Durapack 5000 Body	Owned	White	White	102	4	364	Semi-Automated	25 cu yd	25 cu yd	1	25 cu yd	270	144	96	No
8 3 Axle REL (185" Wheel Base)	Rear Loader	MSW, R, O	New	Crane Carrier Chassis/Heil F4000 Body	Owned	White	White	102	3	288	Semi-Automated	16 cu yd	16 cu yd	1	16 cu yd	230	120	96	No
9 2 Axle REL (128" Wheel Base)	Rear Loader	MSW, R, O	New	Crane Carrier Chassis/Heil F4000 Body	Owned	White	White	102	2	288	Semi-Automated	16 cu yd	16 cu yd	1	16 cu yd	230	120	96	No
10 3 Axle SASL (Comm Organics)	Side Loader	O	New	Autocar ACX 84 Chasis/Bridgeport Side Loader Body	Owned	White	White	102	3	415	Semi-Automated	30 cu yd	30 cu yd	1	30 cu yd	284	103	96	No
11 3 Axle Roll Offs	Roll-off	MSW, R, O	New	Autocar ACX 84 Chasis/Norcall Waste Equipment 22' Body	Owned	White	White	102	3	384	Semi-Automated	50 cu yd	50 cu yd	N/A	N/A	290	58	96	No
12 4 Axle Roll Offs	Roll-off	MSW, R, O	New	Autocar ACX 84 Chasis/Norcall Waste Equipment 22' Body	Owned	White	White	102	4	384	Semi-Automated	50 cu yd	50 cu yd	N/A	N/A	290	58	96	No
13 Cart Delivery Trucks	Flat Bed	MSW, R, BIC, Container delivery	New	Freightliner M2-106 22ft w/ HIAB knuckle Boom	Owned	White	White	94	2	399	Manual	8000 lbs	8000 lbs	1	8000 lbs	288	50	96	No
14 Container Delivery Trucks	Flat Bed	MSW, R, BIC, Container delivery	New	Freightliner M2-106 24ft w/ Liftgate	Owned	White	White	94	2	399	Manual	8000 lbs	8000 lbs	1	8000 lbs	288	50	96	No
15 Box Trucks (Loose Bulky)	Box Van truck	MSW, R, BIC, Container delivery	New	Freightliner M2-106 24ft Box Van w/ Liftgate	Owned	White	White	94	2	399	Manual	8000 lbs	8000 lbs	1	8000 lbs	288	50	96	No
16 Shop Truck GMC 3500	Shop Truck	N/A	New	GMC 3500 HD 1-ton w/ Utility Body, Lift Gate & Compressor	Owned	White	White	76	2	265	N/A	11400 lbs	7620 lbs	N/A	N/A	132	44	96	N/A
17 Shop Truck GMC 4500	Shop Truck	N/A	New	GMC 4500 HD 1-ton w/ Utility Body, Lift Gate & Compressor	Owned	White	White	76	2	265	N/A	11400 lbs	7620 lbs	N/A	N/A	132	44	96	N/A
18 GMC Hyb 1/2 Ton Pick Up's	Pick-up	N/A	New	GMC 1500	Owned	White	White	74	2	229	N/A	7100 lbs	1873 lbs	N/A	N/A	96	50	62.5	Yes

**Attachment P
Vehicle Specifications**

{Note: The current Attachment P will be removed in its entirety and replaced with this new Attachment P.}

Specifications are for vehicles to be purchased pursuant to Section 8.04 of Agreement.

	Vehicle Type	Weight		Fuel		Emissions Rating				Other Specifications		
		Gross Vehicle Weight (lbs)	Tare Weight (lbs)	Fuel Type	Fuel Usage (mpg)	CO	HC	NOx	Particulate Matter	Safety Features	Spill Containment Kit	GPS/On Board Computer System
1	4 Axle ASL Coll Vehicle	58000	35000	Diesel	4	0.05	0.01	0.19	0.00	Fire extinguisher, Triangle Kit, Back-Up radar, Rear View and Street Side Cameras	Included	Yes
2	3 Axle ASL Coll Vehicle	58000	35000	Diesel	4	0.05	0.01	0.19	0.00	Fire extinguisher, Triangle Kit, Back-Up radar, Rear View and Street Side Cameras	Included	Yes
3	3 Axle ASL Coll Vehicle	51000	34600	Diesel	4	0.05	0.01	0.19	0.00	Fire extinguisher, Triangle Kit, Back-Up radar, Rear View and Street Side Cameras	Included	Yes
4	4 Axle ASL Coll Vehicle	56500	35500	Diesel	4	0.05	0.01	0.19	0.00	Fire extinguisher, Triangle Kit, Back-Up radar, Rear View and Street Side Cameras	Included	Yes
5	Pup Trucks SASL (VHTS)	26000	17200	Diesel	4	0.05	0.01	0.19	0.00	Fire extinguisher, Triangle Kit, Back-Up radar, Rear View and Street Side Cameras	Included	Yes
6	4 Axle FEL Coll Vehicle	57500	36000	Diesel	4	0.05	0.01	0.19	0.00	Fire extinguisher, Triangle Kit, Back-Up radar, Rear View with Alley Cameras	Included	Yes
7	4 Axle REL Coll Vehicle	54000	36000	Diesel	4	0.05	0.01	0.19	0.00	Fire extinguisher, Triangle Kit, Back-Up radar, Rear View and Street Side Cameras	Included	Yes
8	3 Axle REL (185" Wheel Base)	33000	25000	Diesel	4	0.05	0.01	0.19	0.00	Fire extinguisher, Triangle Kit, Back-Up radar, Rear View and Street Side Cameras	Included	Yes
9	2 Axle REL (128" Wheel Base)	33000	25000	Diesel	4	0.05	0.01	0.19	0.00	Fire extinguisher, Triangle Kit, Back-Up radar, Rear View and Street Side Cameras	Included	Yes
10	3 Axle SASL (Comm Organics)	51500	32000	Diesel	4	0.05	0.01	0.19	0.00	Fire extinguisher, Triangle Kit, Back-Up radar, Rear View and Street Side Cameras	Included	Yes
11	3 Axle Roll Offs	55500	28000	Diesel	4	0.05	0.01	0.19	0.00	Fire extinguisher, Triangle Kit, Back-Up radar	Included	Yes
12	4 Axle Roll Offs	55500	28000	Diesel	4	0.05	0.01	0.19	0.00	Fire extinguisher, Triangle Kit, Back-Up radar	Included	Yes
13	Cart Delivery Trucks	40000	20000	Diesel	4	0.05	0.01	0.19	0.00	Fire extinguisher, Triangle Kit, Back-Up radar	Included	Yes
14	Container Delivery Trucks	26000	16000	Diesel	4	0.05	0.01	0.19	0.00	Fire extinguisher, Triangle Kit, Back-Up radar	Included	Yes
15	Box Trucks (Loose Bulky)	26000	16000	Diesel	4	0.05	0.01	0.19	0.00	Fire extinguisher, Triangle Kit, Back-Up radar	Included	Yes
16	Shop Truck GMC 3500	11400	5723	Diesel	18	N/A	N/A	N/A	N/A	Fire extinguisher, Triangle Kit	Included	No
17	Shop Truck GMC 4500	11400	5723	Diesel	18	N/A	N/A	N/A	N/A	Fire extinguisher, Triangle Kit	Included	No
18	GMC Hyb 1/2 Ton Pick Up's	7100	5227	Gas	22	N/A	N/A	N/A	N/A	Fire extinguisher, Triangle Kit	Included	No

ATTACHMENT Q ADDITIONAL SERVICES

For Rate Years Eleven (2021) through the remaining Rate Years in the Term, the Charges for additional services specified in Attachment Q shall be adjusted annually in accordance with Attachment K.

The Charges for additional services for Rate Year Ten (2020) shall be the Charges for Rate Year Ten (2020) as determined under the 2009 Franchise Agreement. These are the Charges that will be adjusted as provided in Attachment K of this Agreement to determine the Charges for Rate Year Eleven (2021). For this reason, the dollar values of the Charges are listed herein as “\$[TBD]” where TBD is an abbreviation for “to be determined”.

Two additional services are included in this Attachment Q there were not in Attachment Q of the 2009 Franchise Agreement. The two new services are Container Relocation Service and Agency-Specific Reporting for Abandoned Waste Collections. Charges for these services are presented in the table below.

	Service	Reference	Agency-Approved Charge	Description
Additional Services for Customers				
1	Single-Family Dwelling Backyard Collection Service	Section 5.02.A	See Charges in the table at the end of this Attachment	See Charges in the table at the end of this Attachment
2	Long Distance Service for MFD, Mixed Use, and Commercial Accounts (Note: only applicable to Containers with wheels)	Sections 5.02.B, 5.02.C; and 8.02.B	A – 10% of base monthly Rate of the Collection Rate for each Container requiring Long Distance Service B – 25% of base monthly Rate of the Collection Rate for each Container requiring Long Distance Service	A – Distance greater than 50 feet and less than or equal to 100 feet B – Distance greater than 100 feet Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.
3	Container Relocation Service	Sections 5.02B and 8.02B	A – 12% of base monthly Rate of the Collection Rate for each Container requiring Container Relocation Service B – 27% of base monthly Rate of the Collection Rate for each Container requiring Container Relocation Service	A – Distance greater than 50 feet and less than or equal to 100 feet B – Distance greater than 100 feet Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.

ATTACHMENT Q ADDITIONAL SERVICES

	Service	Reference	Agency-Approved Charge	Description
4	On-Call Pick-up for SFD, MFD, Mixed Use, and Commercial Customers	Sections 5.02.A, 5.02.B, and 5.02.C	25% of the base monthly Rate for the size of Container Collected once per week	Per Collection event per Container for Collection requested by Customer
5	Return Trip (SFD, MFD, Mixed Use, or Commercial)	Sections 5.02.A, B, C; 5.03.A, B, C; 5.04.A, B, C	[\$TBD] for SFD [\$TBD] for Commercial, Mixed Use, and MFD	Per Collection event (i.e., request to return and provide Collection service after the Customer failed to properly set out their Container(s) for regularly scheduled Collection)
6	Additional Targeted Recyclable Materials or Organic Materials Cart Service for SFD	Sections 5.03.A and 5.04.A	[\$TBD] per Recycling Cart [\$TBD] per Organic Materials Cart	Per Cart per month (any Cart size). Six month minimum charge required. Includes one-time Cart delivery upon start of service and removal of Cart when service is discontinued by Customer.
7	Additional On-Call Bulky Item Collection	Sections 5.05, 5.06	[\$TBD]	Per Bulky Item Collection event (in addition to the events provided at no charge to Customer pursuant to Section 5.12)
8	Collect Contaminated Targeted Recyclable Materials or Organic Materials Container	Section 6.03.A and 8.02.F	25% of the base monthly Solid Waste Rate for the size of Container Collected once per week plus Return Trip Fee if applicable	Per Collection event for Container with Contamination Level greater than the maximum level pursuant to Table 1 in Section 6.02.B
9	Lock Service (Key Service)	Section 8.02.B	A – [\$TBD] per usage B – [\$TBD] per usage	Monthly cost: A – Residential Customers B – Commercial Customers
10	Lock Purchase	Section 8.02.B	[\$TBD] per lock	Per lock

ATTACHMENT Q ADDITIONAL SERVICES

	Service	Reference	Agency-Approved Charge	Description
11	Overage Service	Section 8.02.G	100% of the base monthly Solid Waste Collection Rate	Per Collection event (after the first two events)
12	Overage Bags Cost	Section 8.02.G	50% of the base monthly Solid Waste Collection Rate or \$[TBD] minimum	Per bag
13	Container Cleaning Service	Section 8.05.D	A – \$[TBD] B – \$[TBD]	A – per Cart B – per Bin or Drop-Box Charge only applies to cleaning or Container exchange in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D
14	Dirty Cart Replacement (Exchange) Service	Section 8.05.D	A – \$[TBD] B – \$[TBD] C – \$[TBD]	A – per 32 gallon Cart B – per 64 gallon Cart C – per 96 gallon Cart Charge only applies to cleaning or Container exchange in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D
Additional Services for Agency				
15	Additional Confidential Document Destruction Service Event	Section 5.07	\$[TBD]	Per event
16	Additional Compost Material Delivery	Section 5.11	A – \$[TBD] per delivery B – \$[TBD] per delivery	A – “one-way” only delivery by Contractor where Contractor delivers to and unloads compost at an Agency-approved location B – “Round-trip” delivery by Contractor where Contractor delivers compost in a Drop Box to an Agency-approved location and returns at a later time or date to pick up the Drop Box and any remaining compost (charge includes the delivery of and later pick-up of the Drop Box)

ATTACHMENT Q ADDITIONAL SERVICES

	Service	Reference	Agency-Approved Charge	Description
17	Community Drop-Off Events	Section 5.13	[\$TBD] per event or day	Per event or day targeting 5,000 households. Does not include disposal or public education expenses.
18	Collection for Agency-Sponsored and Non-Agency sponsored Community Events	Section 5.08	A – [\$TBD] B – [\$TBD] C – [\$TBD]	A – One day event with a projected 2,500 or fewer attendees B – One (1) or two (2) day events with a projected 2,501 to 7,500 attendees per day C – One (1) or two (2) day events with a projected 7,501 to 10,000 attendees per day

ATTACHMENT Q ADDITIONAL SERVICES

Backyard Collection Service Charge for Single-Family Dwellings* (Section 5.02.A)				
Distance from Curb**	Backyard Charge for Customers with One (1) Solid Waste Cart	Backyard Charge for Customers with Two (2) Solid Waste Carts	Backyard Charge for Customers with Three (3) Solid Waste Carts	Backyard Charge for Customers with Four (4) Solid Waste Carts
Distance <= 50 feet	\$[TBD]	\$[TBD]	\$[TBD]	\$[TBD]
50 < Distance <= 100 feet	\$[TBD]	\$[TBD]	\$[TBD]	\$[TBD]
100 < Distance <= 150 feet	\$[TBD]	\$[TBD]	\$[TBD]	\$[TBD]
150 < Distance <= 200 feet	\$[TBD]	\$[TBD]	\$[TBD]	\$[TBD]
200 < Distance <= 250 feet	\$[TBD]	\$[TBD]	\$[TBD]	\$[TBD]
250 < Distance <= 300 feet	\$[TBD]	\$[TBD]	\$[TBD]	\$[TBD]
300 < Distance <= 350 feet	\$[TBD]	\$[TBD]	\$[TBD]	\$[TBD]
Each additional 50 foot increment over 350 feet	Amount equals the difference between the Charge for 250 to 300 feet and 300 to 350 feet			

* Backyard Collection Service Charges are charges added to the base monthly Rate for Single-Family Collection service, and cover the provision of Backyard Collection Service for all of Customer's Solid Waste, Recyclable Materials, and Organic Materials Carts.

** Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Cart, if there is no curb.

Attachment R Secretary's Certificate

The undersigned, being the Secretary of **Recology San Mateo County**, a California corporation (the "Contractor"), does hereby certify that the following resolution was adopted by the Board of Directors of the Contractor and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

"RESOLVED, that any officer of the Contractor or Mario Puccinelli be, and hereby is, authorized to execute by and on behalf of the Company, the Amended and Restated Franchise Agreement between the City of Menlo Park and Contractor for Recyclable Materials, Organic Materials, and Solid Waste Collection Services, and any and all other agreements, instruments, documents or papers, as he/she may deem appropriate or necessary, pertaining to or relating to such Agreement, and that any such action taken to date is hereby ratified and approved."

Date

Signature

Cary Chen
Secretary

Attachment S
(Note: This is a new Attachment to the Model Agreement.)

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding by and between Recology San Mateo County (Recology) and the South Bayside Waste Management Authority, a California JPA (SBWMA).

A. Recology is the Franchisee for each of the twelve (12) JPA Member Agencies of the SBWMA for the collection of solid waste and recyclables pursuant to Franchise Agreements (the Franchise Agreements) entered into with each respective Member Agency.

B. Article 11 of the Franchise Agreements all provide that the SBWMA shall annually review the Recology Application for an Adjustment to Contractor's Compensation and provide a report to the SBWMA Board of Directors for consideration of a binding vote to approve the recommended Recology compensation for the subsequent rate year.

C. Article 11 of the Franchise Agreements also provides for an Annual Revenue Reconciliation that reconciles the amount owed to Recology compared to the amount retained by Recology for the prior year which generates a surplus or shortfall by agency. It also calculates interest owed to Recology for a shortfall.

D. In 2012 and 2013, the SBWMA Board approved Recology compensation for rate years 2013 and 2014, respectively, that included a reconciliation of:

1. Any surplus paid to Recology and any shortfall owed to Recology by a Member Agency for 2011 and 2012 were included in setting Recology's total compensation for 2013 and 2014, respectively.

2. Recology submitted to the SBWMA an interest calculation for both years which was charged to Member Agencies on any shortfall and credited interest to Member Agencies on any surplus. The SBWMA reports to the Board included this interest charge or credit by Member Agency in both years.

E. Recology and the SBWMA Board have reviewed their prior understanding regarding the payment of interest and reviewed the language and intent of the Franchise Agreements. Commencing with the Recology Application, due in June 2014, for an Adjustment to Contractor's Compensation for 2015, they desire to clarify the process to calculate interest and conform to the intent of the Agreements as follows:

Attachment S

(Note: This is a new Attachment to the Model Agreement.)

1. Any Member Agency that has generated a surplus balance with Recology for 2013 can receive a refund from Recology provided it requests the refund in writing on or before July 31, 2014, provided the surplus balance was generated due to the Member Agency setting rates higher than those recommended by the SBWMA. If it does not request a refund by July 31, 2014, any such surplus will be accounted for in the Recology Application for an Adjustment in Contactor's Compensation for 2015 and applied to the rate setting recommended for 2015.

2. Any Member Agency that generated a shortfall balance with Recology for 2013 will have the shortfall accounted for in the 2013 Revenue Reconciliation and recommended 2015 rates. However, if the shortfall was the result of the Member Agency setting rates lower in 2013 than had been recommended in the SBWMA Report approved by the SBWMA Board, it shall be charged the prevailing interest rate (prime plus 1%) on the shortfall balance delineated in the 2013 Revenue Reconciliation.

3. No interest will be credited to a Member Agency on any surplus balance for 2013 and in all future years. Member Agencies may request by July 31 of each year and Recology will comply with the request for a refund in a reasonable time frame. Any surplus not requested to be refunded will be credited in the next Revenue Reconciliation and applied to the next Recology Application for an Adjustment to Contractor's Compensation.

4. Recology shall not receive any interest on shortfalls in 2014 and in future years unless the Member Agency adjusts its rates below the rate adjustment recommended in the SBWMA Report and approved by the SBWMA Board.

5. Recology shall not receive any interest on shortfalls in 2014 and in future years if the Member Agency notifies Recology of their intent to pay the shortfall balance by July 31 and makes the payment to Recology by September 30.

SBWMA



Kevin McCarthy

Date

Executive Director

RECOLOGY



Mario Puccinelli

Date

General Manager

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