



SPECIAL AND REGULAR MEETING AGENDA

Date: 4/24/2018
Time: 6:00 p.m.
City Council Chambers
701 Laurel St., Menlo Park, CA 94025

Councilmember Kirsten Keith will be participating by phone from:
2611 Kiahuna Plantation Dr., #10F, Koloa, HI 96756

According to City Council policy, all regular meetings of the City Council are to end by midnight unless there is a super majority vote taken by 11:00 p.m. to extend the meeting and identify the items to be considered after 11:00 p.m.

6:00 p.m. Study Session

SS. Study Session

SS1. Discussion and feedback on the process for potentially developing a downtown parking structure
([Staff Report #18-092](#))

7:00 p.m. Regular Session

A. Call to Order

B. Roll Call

C. Pledge of Allegiance

D. Presentations and Proclamations

D1. Proclamation recognizing Arlinda Heineck

D2. Proclamation recognizing Jim Cogan

D3. Certificates of Recognition for Menlo Green Challenge Winners

D4. Certificates of Recognition for Green Businesses

E. Public Comment

Under "Public Comment," the public may address the City Council on any subject not listed on the agenda. Each speaker may address the City Council once under Public Comment for a limit of three minutes. Please clearly state your name and address or political jurisdiction in which you live. The City Council cannot act on items not listed on the agenda and, therefore, the City Council cannot respond to non-agenda issues brought up under Public Comment other than to provide general information.

F. Commission Report

- F1. Consider applicants and make appointments to fill vacancies on the various City commissions and committees ([Staff Report #18-093-CC](#))

G. Consent Calendar

- G1. Accept the City Council meeting minutes for February 13, March 21 and March 27, 2018 ([Attachment](#))
- G2. Waive the reading and adopt Ordinance No. 1044 amending Municipal Code Chapter 2.04, City Council, of Title 2, Administration and Personnel, to establish a district based electoral system and to adopt a map describing the boundaries of each district and disband the Advisory Districting Committee ([Staff Report #18-091-CC](#))
- G3. Adopt Resolution No. 6433 approving the list of projects eligible for fiscal year 2018-19 funds from Senate Bill 1: The Road Repair and Accountability Act of 2017 ([Staff Report #18-087-CC](#))
- G4. Adopt Resolution No. 6434 accepting dedication of a public access easement at 937 Hamilton Ave. and authorize the public works director to sign agreements as required for the public access easement ([Staff Report #18-089-CC](#))
- G5. Authorize the city manager to enter into master professional agreements with Liebert Cassidy Whitmore, Sloan Sakai Yeung & Wong LLP, Robert Half, and Maze and Associates for professional and contract services ([Staff Report #18-086-CC](#))

H. Public Hearing

- H1. Adopt Resolution No. 6436 amending the City's comprehensive master fee schedule for Community Development, Community Services, Library, Police and Public Works ([Staff Report #18-095-CC](#))

I. Regular Business

- I1. Adopt Resolution No. 6435 to approve an amended and restated franchise agreement with Recology for waste collection services between 2021 and 2035 ([Staff Report #18-090-CC](#))
- I2. Receive an update on the Transportation Master Plan and provide direction on regional infrastructure priorities ([Staff Report #18-084-CC](#))

J. Informational Items

- J1. Quarterly financial review of General Fund operations as of March 31, 2018 ([Staff Report #18-097-CC](#))
- J2. Review of the City's investment portfolio as of March 31, 2018 ([Staff Report #18-094-CC](#))
- J3. Quarterly update on the 2018 City Council Work Plan ([Staff Report #18-096-CC](#))
- J4. Removal of the relocation of Independence Drive from the zoning map ([Staff Report #18-088-CC](#))

K. City Manager's Report

L. Councilmember Reports

M. Adjournment

At every Regular Meeting of the City Council, in addition to the Public Comment period where the public shall have the right to address the City Council on any matters of public interest not listed on the agenda, members of the public have the right to directly address the Commission on any item listed on the agenda at a time designated by the Chair, either before or during the City Council's consideration of the item.

At every Special Meeting of the City Council, members of the public have the right to directly address the City Council on any item listed on the agenda at a time designated by the Chair, either before or during consideration of the item.

Any writing that is distributed to a majority of the City Council by any person in connection with an agenda item is a public record (subject to any exemption under the Public Records Act) and is available for inspection at the City Clerk's Office, 701 Laurel St., Menlo Park, CA 94025 during regular business hours. Persons with disabilities, who require auxiliary aids or services in attending or participating in City Council meetings, may call the City Clerk's Office at 650-330-6620.

Agendas are posted in accordance with Government Code Section 54954.2(a) or Section 54956. Members of the public can view electronic agendas and staff reports by accessing the City website at menlopark.org/agenda and can receive email notification of agenda and staff report postings by subscribing to the "Notify Me" service at menlopark.org/notifyme. Agendas and staff reports may also be obtained by contacting City Clerk at 650-330-6620. (Posted: 4/19/2018)

THIS PAGE INTENTIONALLY LEFT BLANK



STAFF REPORT

City Council Meeting Date: 4/24/2018
Staff Report Number: 18-092-CC

Study Session: Discussion and feedback on the process for potentially developing a downtown parking structure

Recommendation

Staff recommends that the City Council provide direction on a process for potentially developing a downtown parking structure, one of the City Council's top six 2018 priorities.

Policy Issues

At its January 29, 2018, goal-setting meeting, the City Council identified a downtown parking structure as one of its top six priorities for 2018.

Background

For decades, the City has received complaints from downtown merchants and patrons with regard to parking availability. There have been a number of efforts in the past to explore the development of a parking garage and alternatively to more efficiently utilize the existing parking downtown. Downtown street parking as well as the parking in the City-owned plazas has time limits, which have been established and revised to address the occasionally competing needs of customer parking availability and longer-term employee parking. In recent years, the City has increased time limits in response to complaints from merchants and patrons who received parking citations for exceeding time limits. Regardless of how the City modifies restrictions on the current parking supply, the fact remains that there is insufficient parking to meet Menlo Park's parking ratios for additional residential, entertainment and retail development. This insufficient supply for future development is a contributing factor in the lack of development proposals for downtown in the area of Santa Cruz Avenue bounded by El Camino Real, University Avenue, Menlo Avenue and Oak Grove.

Recent parking garage examples

It is worth considering how other cities are addressing the need for additional downtown parking. To establish a baseline for costs, staff researched recent municipal parking structures/proposals. Two recent projects are detailed in Attachment A and summarized in Table 1.

City	Status	Parking spaces	Construction cost	Cost per space
Morgan Hill	Opened 2016	271	\$10.15M	\$37,454
Palo Alto (California Avenue)	Proposed	636	\$45.8M	\$72,012

*The total budget was 12.28M, but included \$2.13M for land acquisition.

Due to the high and increasing cost of developing parking structures, staff has investigated the possibility of a public-private partnership.

Carpenter/Robbins presentation

On June 7, 2016, the City Council hosted a study session to consider options for pursuing structured parking and other land uses downtown. Carpenter/Robbins provided background on similar situations in which they have assisted local governments and identified a couple of possible approaches. The goal of the study session was to solicit feedback from the City Council and public and identify parameters for moving forward. While the downtown parking plazas present a number of opportunities for development, there are limitations built into zoning of the Downtown El Camino Real Specific Plan. Carpenter/Robbins identified some revisions that might be necessary in order to achieve the goals of the City Council and community. The approach suggested involved developing a “sources sought” process that solicits descriptions of potential projects from the development community and allows the public to participate in an iterative process.

There was general agreement among the City Council that:

- The City will retain ownership of the parking plaza
- The City Council would like to see a number of options
- Uses such as affordable/market rate housing, entertainment venues and retail/restaurants are priorities
- Paid parking is a possibility
- Some revision to the specific plan will be considered for the right project
- There must be a net increase of parking to meet future demand
- Additional parking should include bicycle parking

As staff worked to develop a proposal with Carpenter/Robbins, it was determined that the City's desire to retain ownership of the downtown parking plazas could prove problematic, as Carpenter/Robbins typically is compensated through the sale of public land.

Facebook offer

At that time, staff began exploring the possibility of working with Facebook to help facilitate a design contest as a mutually beneficial project. It was believed that the City would benefit from the additional interest generated in the development community by the sheer fact that Facebook was involved. Facebook saw it as a potential avenue for contributing to the betterment of Menlo Park. This concept was presented to the City Council during the 2017 goal setting. At that time and subsequently there were comments from some residents and some City Council members expressing apprehension about Facebook's involvement due to all of the other ways that Facebook was already and continues to contribute improvements in Menlo Park. During this entire time staff had continue to conduct one-on-one attraction meetings with members of the development community to build interest in a possible public-private partnership to assess options for moving forward.

Unsolicited offer

Last year as a result of staff's attraction efforts, the City received an unsolicited offer to consider entering into an Exclusive Negotiation Agreement (ENA) with a developer who has experience working with Cities in this fashion. The City Attorney advised staff that any award of an ENA would have to be the result of a competitive bid process. That said it helps inform the City as to one possible outcome of this process for assessing how to best provide additional parking in downtown.

April 11 community meeting

Through staff's attraction efforts, exploration of different approaches for crafting some type of design competition, and community input on recent City facility scoping efforts there is a clear need for community input on establishing criteria for this this project. On April 11, the City hosted a community meeting regarding to solicit community input on possible approaches for moving forward and in particular what kinds of possible uses should be considered in addition to a parking structure. Over 40 members of the public attended, including property owners, merchants and representatives from the Housing Commission, Planning Commission, Complete Streets Commission, Menlo Park Chamber of Commerce, and the Housing Leadership Council.

Community outreach

The City mailed out over 1,600 postcards, conducted in person outreach to merchants, sent out email invitations through the City's website "Notify Me" interest lists and promoted the event meeting on social media. In addition, the Chamber of Commerce encouraged attendance through their email list. Staff developed an online survey, which was active as of the April 11 community meeting and will remain active until close of business on April 23 to allow members of the public who cannot attend the April 24 City Council Meeting to provide feedback. The survey is available at the project page on the City's website at menlopark.org/parkingstructureproject.

Analysis

The only use that complies with the current zoning in the parking plazas is at-grade parking or structured parking. The City is reviewing the El Camino Real/Downtown Specific Plan and it is possible that the any additional uses identified by the community could be included as part of this review or considered as separate revisions to the specific plan. It is unlikely that the City will be able garner interest from the development community to engage in a public-private partnership for development of a parking structure that does not include some other revenue generating use. However, if that is the direction which the City Council would like staff to explore then it would be help to get direction on possible funding strategies.

Funding options

Citywide bond initiative:

This option would require voter approval and thus polling to determine if it would be possible to achieve the two-thirds voter approval necessary to establish a special use tax citywide.

Facilities district:

This option only requires a majority vote of the affected property owners. However, depending on which type of district the City chooses to establish there can be significant disagreement over assigned benefit which determines the corresponding cost and weight of property owns' votes.

In either case, establishing funding for the construction of a single parking structure will likely take significant time and resources.

Public benefit funding:

The City Council could establish a fund to build a garage from the public benefit or assign revenue from new downtown development to the purpose of building a garage. The only challenge with this approach is the extensive cost of developing a garage and the policy question of whether the City Council wishes to assign that much public benefit revenue to one use.

Public-private partnership:

A mixed-use development, which includes a parking structure, will require amendments to the specific plan to allow the uses and the identification of a willing partner to build and likely operate the other uses

(housing, retail, office, entertainment). In the case of a mixed-use development that includes affordable housing, it will likely be necessary for the City to contribute funding from the Below Market Rate (BMR) Housing Fund. Fortunately, there is significant funding expected from recent approved development and the possibility of additional funding if the City revises the BMR impact fee. In this scenario, the City Council should direct staff to conduct further outreach to develop a list of preferred uses and draft a request for proposals, which would allow the City to enter into an ENA with a development partner.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. Examples of recent parking structure projects/proposals

Report prepared by:

Jim Cogan, Housing and Economic Development Manager

Example Parking Structures

Example 1: Morgan Hill, CA



- Location: Fourth Street, Morgan Hill, CA
- Project Completion: 2016
- Parking, retail, & event space (3rd floor accommodates a 250 person event)
- 3 levels with 271 parking spaces
- 4,000 sq. ft. of retail
- Total cost: \$12.28 million (land acquisition \$2.13 million)
- \$37,454/space

Example 2: Palo Alto, CA



- Location: California Avenue Project, Palo Alto, CA
- Project Completion: May 2021
- 6 levels (4 above / 2 below grade)
- 636 proposed parking spaces (149,500 sq. ft.)
- Projected Cost: \$45.8 million
- \$72,012/space

THIS PAGE INTENTIONALLY LEFT BLANK



STAFF REPORT

City Council
Meeting Date: 4/24/2018
Staff Report Number: 18-093-CC

Commission Reports **Consider applicants and make appointments to fill vacancies on the various City commissions and committees**

Recommendation

Staff recommends making appointments to the Complete Streets, Environmental Quality, Finance and Audit, Housing, Library, Parks and Recreation and Planning commissions/committees.

Policy Issues

City Council Policy CC-01-004 establishes the policies, procedures, roles and responsibilities for the City's appointed commissions and committees, including the manner in which commissioners are selected.

Background

Annually, staff conducts a recruitment to fill commission/committee vacancies that exist due to commissioners being termed out or regular terms ending April 30. The recruitment period typically involves a 1-2 month period of advertisements and announcements. Incumbent commissioners who were not termed out were informed of their ability to apply for reappointment.

Following City Council's appointment, the City Clerk's Office provides onboarding and orientation for the new commission/committee members. This includes the oath of office, commissioner handbook, introduction of commission/committee liaison staff, Form 700 Statement of Economic Interests filing (if applicable) and Brown Act training. For appointments made annually in April, the City Clerk's Office coordinates with the City Attorney's Office to provide this training jointly in May of each year. For all other appointments that are made throughout the year, the City Clerk's Office handles all aspects of commission/committee member training.

The City Clerk's Office regularly reviews all agendas and minutes, tracks attendance and serves as the principal staff contact for all commissions/committees.

Analysis

Pursuant to City Council Policy CC-01-0004 (Attachment A), commission members must be residents of the City of Menlo Park and serve for designated terms of four years, or through the completion of an unexpired term or as otherwise designated. Residency for all applicants has been verified by the City Clerk's office. In addition, the City Council's policy states that the selection/appointment process shall be conducted before the public at a regularly scheduled meeting of the City Council. Nominations will be made and a vote will be called for each nomination. Applicants receiving the highest number of affirmative votes from a majority of the councilmembers present shall be appointed.

Appointments will be for 4-year terms expiring April 30, 2022, except for:

- Two Finance and Audit Committee appointments (designed to be 2-year terms) expiring April 30, 2020
- One Environmental Quality Commission appointment to fill an unexpired term ending April 30, 2020.
- Two Library Commission appointments to fill unexpired terms ending April 30, 2020.

Note, all applications will be provided to the City Council under separate cover and are also available for public viewing at the City Clerk's office during regular business hours or by request.

The City received the following applicants, presented by commission/committee and listed in alphabetical order by last name.

Complete Streets Commission – 4 vacancies:

- William Brown
- Susan Erhart
- Petrice Espinosa
- Lydia Lee
- Adina Levin
- Philip Mazarra
- Betsy Nash
- Nicholas Rowe

Environmental Quality Commission – 3 vacancies:

- Tom Kabat
- James Payne
- Ryann Price

Finance and Audit Committee – 2 vacancies:

- Roger Royse
- Narsai Tailo
- Soody Tronson

Housing Commission – 1 vacancy:

- Grace Bennett-Pierre
- Robert Cordwell
- Isabelle Guis (also consider for Planning Commission)
- Rachel Horst
- Wendy McPherson
- Kirsten Stewart
- Shiv Verma

Library Commission – 4 vacancies:

- Ashley Chambers
- Alan Cohen
- Joyce Friedrichs
- Sukanya Guha
- Katie Hadrovic
- Hans Lunk
- Noopur Pandley

Parks and Recreation Commission – 1 vacancy:

- Dana Payne

Planning Commission – 2 vacancies:

- Drew Combs
- Isabelle Guis (also consider for Housing Commission)
- Larry Kahle
- Camille Kennedy

Impact on City Resources

Staff support for commissions and funds for recruitment advertising are provided in the annual budget.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. City Council Policy CC-01-004

Report prepared by:

Judi A. Herren, City Clerk

THIS PAGE INTENTIONALLY LEFT BLANK

COMMISSIONS/COMMITTEES POLICIES AND PROCEDURES, ROLES AND RESPONSIBILITIES

City Council Policy #CC-01-0004
 Effective 4/17/2018
 Resolution No. 6430



Purpose
To define policies and procedures and roles and responsibilities for Menlo Park appointed Commissions and Committees.
Authority
Upon its original adoption, this policy replaced the document known as "Organization of Advisory Commissions of the City of Menlo Park."
Background
<p>The City of Menlo Park currently has nine active Commissions and Committees. The active advisory bodies are: Bicycle Commission, Environmental Quality Commission, Finance and Audit Committee, Housing Commission, Library Commission, Parks and Recreation Commission, Planning Commission, Transportation Commission and the Sister City Committee. Those not specified in the City Code are established by City Council ordinance or resolution. Most of these advisory bodies are established in accordance with Resolution 2801 and its amendments. Within specific areas of responsibility, each advisory body has a primary role of advising the City Council on policy matters or reviewing specific issues and carrying out assignments as directed by the City Council or prescribed by law.</p> <p>Seven of the nine Commissions and Committees listed above are advisory in nature. The Planning Commission is both advisory and regulatory and organized according to the City Code (Ch. 2.12) and State statute (GC 65100 et seq., 65300-65401).</p> <p>The City has an adopted Anti-Harassment and Non-Discrimination Policy (CC-95-001), and a Travel and Expense Policy (CC-91-002), which are also applicable to all advisory bodies.</p>
Policies and Procedures
<p>A. Relationship to City Council, Staff and Media</p> <ol style="list-style-type: none"> 1. Upon referral by the City Council, the Commission/Committee shall study referred matters and return their recommendations and advise to the City Council. With each such referral, the City Council may authorize the City staff to provide certain designated services to aid in the study. 2. Upon its own initiative, the Commission/Committee shall identify and raise issues to the City Council's attention and from time to time survey pertinent matters and make recommendations to the City Council. 3. At a request of a member of the public, the Commission/Committee may consider appeals from City actions or inactions in pertinent areas and, if deemed appropriate, report and make recommendations to the City Council. 4. Each Commission/Committee is required to develop a two-year work plan which will be the foundation for the work performed by the advisory body in support of City Council goals. The plan, once finalized by the Commission/Committee, will be formally presented to the City Council for direction and approval and then reported out on by a representative of the advisory body at a regularly scheduled City Council meeting at least three times per year. Each April, of alternating years, the Commissions/Committees and their support staff shall review their approved work plans and modify as needed. When modified, the work plan must be taken to the City Council for approval. The Planning Commission is exempt from this requirement as its functions are governed by the Menlo Park municipal code (Chapter 2.12) and State law (GC 65100 et seq, 65300-65401). 5. Commissions and Committees shall not become involved in the administrative or operational matters of City departments. Members of staff shall not direct staff to initiate major programs, conduct large

COMMISSIONS/COMMITTEES POLICIES AND PROCEDURES, ROLES AND RESPONSIBILITIES

City Council Policy #CC-01-0004
Effective 4/17/2018

studies or establish department policy. City staff assigned to furnish staff services shall be available to provide general staff assistance, such as preparation of agenda/notice materials and minutes, general review of department programs and activities, and to perform limited studies, program reviews, and other services of a general staff nature. Commissions/Committees may not establish department work programs or determine department program priorities. The responsibility for setting policy and allocating scarce City resources rests with the City's duly elected representatives, the City Council.

6. Additional or other staff support may be provided upon a formal request to the City Council.
7. The Staff Liaison shall act as the Commission's lead representative to the media concerning matters before the Commission. Commission members should refer all media inquiries to their respective Liaisons for response. Personal opinions and comments may be expressed so long as the Commissioner clarifies that his or her statements do not represent the position of the City Council.
8. Commission/Committee Members will have mandatory training every two years regarding the Brown Act and parliamentary procedures. The Commission/Committee Members may have the opportunity for additional training, such as training for Chair and Vice Chair. Failure to comply with the mandatory training will be reported to the City Council and may result in replacement of the member by the City Council.

B. Recommendations, Requests and Reports

Near the beginning of each regular City Council meeting, there will be an item called "Commission/Committee Reports." At this time, Commissions/Committees may present recommendations or status reports and may request direction and support from the City Council. Such requests shall be communicated to the Staff Liaison in advance, including any written materials, so that they may be listed on the agenda and distributed with the agenda packet. The materials being provided to the City Council must be approved by a majority of the Commission at a Commission meeting before submittal to the City Council. The City Council will receive such reports and recommendations and, after suitable study and discussion, respond or give direction.

C. City Council Referrals

The City Clerk shall transmit to the designated Staff Liaison all referrals and requests from the City Council for advice and recommendations. The Commissions/Committees shall expeditiously consider and act on all referrals and requests made by the City Council and shall submit reports and recommendations to the City Council on these assignments.

D. Public Appearance of Commission/Committee Members

When a Commission/Committee member appears in a non-official, non-representative capacity before the public, for example, at a City Council meeting, the member shall indicate that he or she is speaking only as an individual. This also applies when interacting with the media and on social media. If the Commission/Committee member appears as the representative of an applicant or a member of the public, the Political Reform Act may govern this appearance. In addition, in certain circumstances, due process considerations might apply to make a Commission/Committee member's appearance inappropriate. Conversely, when a member who is present at a City Council meeting is asked to address the City Council on a matter, the member should represent the viewpoint of the particular Commission/Committee as a whole (not a personal opinion).

E. Disbanding of Advisory Body

Upon recommendation by the Chair or appropriate staff, any standing or special advisory body, established by the City Council and whose members were appointed by the City Council, may be declared disbanded due to lack of business, by majority vote of the City Council.

F. Meetings and Officers

1. Agendas/Notices/Minutes

- All meetings shall be open and public and shall conduct business through published agendas, public notices and minutes and follow all of the Brown Act provisions governing public meetings. Special, canceled and adjourned meetings may be called when needed, subject to the Brown Act provisions.
- Support staff for each Commission/Committee shall be responsible for properly noticing and posting all regular, special, canceled and adjourned meetings. Copies of all meeting agendas, notices and minutes shall be provided to the City Council, City Manager, City Attorney, City Clerk and other appropriate staff, as requested.
- Original agendas and minutes shall be filed and maintained by support staff in accordance with the City's adopted Records Retention Schedule.
- The official record of the Commissions/Committees will be preserved by preparation of Action Minutes.

2. Conduct and Parliamentary Procedures

- Unless otherwise specified by State law or City regulations, conduct of all meetings shall generally follow Robert's Rules of Order.
- A majority of Commission/Committee members shall constitute a quorum and a quorum must be seated before official action is taken.
- The Chair of each Commission/Committee shall preside at all meetings and the Vice Chair shall assume the duties of the Chair when the Chair is absent.
- The role of the Commission/Committee Chair (according to Roberts Rules of Order): To open the session at the time at which the assembly is to meet, by taking the chair and calling the members to order; to announce the business before the assembly in the order in which it is to be acted upon; to recognize members entitled to the floor; to state and put to vote all questions which are regularly moved, or necessarily arise in the course of the proceedings, and to announce the result of the vote; to protect the assembly from annoyance from evidently frivolous or dilatory motions by refusing to recognize them; to assist in the expediting of business in every compatible with the rights of the members, as by allowing brief remarks when undebatable motions are pending, if s/he thinks it advisable; to restrain the members when engaged in debate, within the rules of order, to enforce on all occasions the observance of order and decorum among the members, deciding all questions of order (subject to an appeal to the assembly by any two members) unless when in doubt he prefers to submit the question for the decision of the assembly; to inform the assembly when necessary, or when referred to for the purpose, on a point of order to practice pertinent to pending business; to authenticate by his/her signature, when necessary, all the acts, orders, and proceedings of the assembly declaring it will and in all things obeying its commands.

3. Lack of a Quorum

- When a lack of a quorum exists at the start time of a meeting, those present will wait 15 minutes for additional members to arrive. If after 15 minutes a quorum is still not present, the meeting will be adjourned by the staff liaison due to lack of a quorum. Once the meeting is adjourned it cannot be reconvened.
- The public is not allowed to address those commissioners present during the 15 minutes the Commission/Committee is waiting for additional members to arrive.
- Staff can make announcements to the members during this time but must follow up with an email to all members of the body conveying the same information.
- All other items shall not be discussed with the members present as it is best to make the report when there is a quorum present.

4. Meeting Locations and Dates

- Meetings shall be held in designated City facilities, as noticed.
- All Commissions/Committees with the exception of the Planning Commission, Finance and Audit Committee and Sister City Committee shall conduct regular meetings once a month. Special meetings may also be scheduled as required by the Commission/Committee. The Planning Commission shall hold regular meetings twice a month. The Finance and Audit Committee and Sister City Committee shall hold quarterly meetings.
- Monthly regular meetings shall have a fixed date and time established by the Commission/Committee. Changes to the established regular dates and times are subject to the approval of the City Council. An exception to this rule would include any changes necessitated to fill a temporary need in order for the Commission/Committee to conduct its meeting in a most efficient and effective way as long as proper and adequate notification is provided to the City Council and made available to the public.

The schedule of Commission/Committee meetings is as follows:

- Bicycle Commission – Suspended
- Complete Streets Commission – Every second Wednesday at 7 p.m.
- Environmental Quality Commission – Every third Wednesday at 6:30 p.m.
- Finance and Audit Committee – Quarterly; Date and time to be determined
- Housing Commission – Every first Wednesday at 5:30 p.m.
- Library Commission – Every third Monday at 6:30 p.m.
- Parks and Recreation Commission – Every fourth Wednesday at
- Planning Commission – Twice a month at 7p.m.
- Sister City Committee – Quarterly; Date and time to be determined
- Transportation Commission – Suspended

Each Commission/Committee may establish other operational policies subject to the approval of the City Council. Any changes to the established policies and procedures shall be subject to the approval of the City Council.

5. Selection of Chair and Vice Chair

- The Chair and Vice Chair shall be selected in May of each year by a majority of the members and shall serve for one year or until their successors are selected.
- Each Commission/Committee shall annually rotate its Chair and Vice Chair.

G. Memberships

Appointments/Oaths

1. The City Council is the appointing body for all Commissions and Committees. All members serve at the pleasure of the City Council for designated terms.
2. All appointments and reappointments shall be made at a regularly scheduled City Council meeting, and require an affirmative vote of not less than a majority of the City Council present.
3. Before taking office, all members must complete an Oath of Allegiance required by Article XX, §3, of the Constitution of the State of California. All oaths are administered by the City Clerk or his/her designee.
4. Appointments made during the middle of the term are for the unexpired portion of that term.

COMMISSIONS/COMMITTEES POLICIES AND PROCEDURES, ROLES AND RESPONSIBILITIES

City Council Policy #CC-01-0004
Effective 4/17/2018

5

1. The application process begins when a vacancy occurs due to term expiration, resignation, removal or death of a member.
2. The application period will normally run for a period of four weeks from the date the vacancy occurs. If there is more than one concurrent vacancy in a Commission, the application period may be extended. Applications are available from the City Clerk's office and on the City's website.
3. The City Clerk shall notify members whose terms are about to expire whether or not they would be eligible for reappointment. If reappointment is sought, an updated application will be required.
4. Applicants are required to complete and return the application form for each Commission/Committee they desire to serve on, along with any additional information they would like to transmit, by the established deadline. Applications sent by email are accepted; however, the form submitted must be signed.
5. After the deadline of receipt of applications, the City Clerk shall schedule the matter at the next available regular City Council meeting. All applications received will be submitted and made a part of the City Council agenda packet for their review and consideration. If there are no applications received by the deadline, the City Clerk will extend the application period for an indefinite period of time until sufficient applications are received.
6. Upon review of the applications received, the City Council reserves the right to schedule or waive interviews, or to extend the application process in the event insufficient applications are received. In either case, the City Clerk will provide notification to the applicants of the decision of the City Council.
7. If an interview is requested, the date and time will be designated by the City Council. Interviews are open to the public.
8. The selection/appointment process by the City Council shall be conducted open to the public. Nominations will be made and a vote will be called for each nomination. Applicants receiving the highest number of affirmative votes from a majority of the City Council present shall be appointed.
9. Following a City Council appointment, the City Clerk shall notify successful and unsuccessful applicants accordingly, in writing. Appointees will receive copies of the City's Non-Discrimination and Sexual Harassment policies, and disclosure statements for those members who are required to file under State law as designated in the City's Conflict of Interest Code. Copies of the notification will also be distributed to support staff and the Commission/Committee Chair.
10. An orientation will be scheduled by the City Clerk following an appointment (but before taking office) and a copy of this policy document will be provided at that time.

Attendance

1. An Attendance Policy (CC-91-001), shall apply to all advisory bodies. Provisions of this policy are listed below.
 - A compilation of attendance will be submitted to the City Council at least annually listing absences for all Commissions/Committee members.
 - Absences, which result in attendance at less than two-thirds of their meetings during the calendar year, will be reported to the City Council and may result in replacement of the member by the City Council.
 - Any member who feels that unique circumstances have led to numerous absences can appeal directly to the City Council for a waiver of this policy or to obtain a leave of absence.

COMMISSIONS/COMMITTEES POLICIES AND PROCEDURES, ROLES AND RESPONSIBILITIES

City Council Policy #CC-01-0004
Effective 4/17/2018

6

- (Add two additional provisions if approved by City Council)
- 2. While it is expected that members be present at all meetings, the Chair and Staff Liaison should be notified if a member knows in advance that he/she will be absent.
- 3. When reviewing commissioners for reappointment, overall attendance at full commission meetings will be given significant consideration.

Compensation

1. Members shall serve without compensation (unless specifically provided) for their services, provided, however, members shall receive reimbursement for necessary travel expenses and other expenses incurred on official duty when such expenditures have been authorized by the City Council (See Policy CC-91-002).

Conflict of Interest and Disclosure Requirements

1. A Conflict of Interest Code has been updated and adopted by the City Council and the Community Development Agency pursuant to Government Code §87300 et seq. Copies of this Code are filed with the City Clerk. Pursuant to the adopted Conflict of Interest Code, members serving on the Planning Commission are required to file a Statement of Economic Interest with the City Clerk to disclose personal interest in investments, real property and income. This is done within 30 days of appointment and annually thereafter. A statement is also required within 30 days after leaving office.
2. If a public official has a conflict of interest, the Political Reform Act may require the official to disqualify himself or herself from making or participating in a governmental decision, or using his or her official position to influence a governmental decision. Questions in this regard may be directed to the City Attorney.

Qualifications, Compositions, Number

1. In most cases, members shall be residents of the City of Menlo Park, at least 18 years of age and a registered voter.
2. Current members of any other City Commission or Committee are disqualified for membership, unless the regulations for that advisory body permit concurrent membership. Commission/Committee members are strongly advised to serve out the entirety of the term of their current appointment before seeking appointment on another Commission or Committee.
3. Commission/Committee members shall be permitted to retain membership while seeking any elective office. However, members shall not use the meetings, functions or activities of such bodies for purposes of campaigning for elective office.
4. There shall be seven (7) members on each Commission/Committee with the exception of the Finance and Audit Committee and the Housing Commission, which each have five (5) members.

Reappointments, Resignations, Removals

1. Incumbents seeking a reappointment are required to complete and file an application with the City Clerk by the application deadline. No person shall be reappointed to a Commission/Committee who has served on that same body for two consecutive terms; unless a period of one year has lapsed since the returning member last served on that Commission (the one year period is flexible subject to City Council's discretion.).
2. Resignations must be submitted in writing to the City Clerk, who will distribute copies to City Council and appropriate staff.
3. The City Council may remove a member by a majority vote of the City Council without cause, notice or hearing.

COMMISSIONS/COMMITTEES POLICIES AND PROCEDURES, ROLES AND RESPONSIBILITIES

City Council Policy #CC-01-0004
Effective 4/17/2018

Term of Office

1. Unless specified otherwise, the term of office for all Commission/Committee shall be four (4) years unless a resignation or a removal has taken place.
2. If a person is appointed to fill an unexpired term and serves less than two years, that time will not be considered a full term. However, if a person is appointed to fill an unexpired term and serves two years or more, that time will be considered a full term.
3. Terms are staggered to be overlapping four-year terms, so that all terms do not expire in any one year.
4. If a member resigns before the end of his/her term, a replacement serves out the remainder of that term.

Vacancies

1. Vacancies are created due to term expirations, resignations, removals or death.
2. Vacancies are listed on the City Council agenda and posted by the City Clerk in the City Council Chambers bulletin board and on the city website.
3. Whenever an unscheduled vacancy occurs in any Commission/Committee, a special vacancy notice shall be posted within 20 days after the vacancy occurs. Appointment shall not be made for at least 10 working days after posting of the notice (Government Code 54974).
4. On or before December 31 of each year, an appointment list of all regular advisory Commissions and Committees of the City Council shall be prepared by the City Clerk and posted in the City Council Chambers bulletin board and on the City's website. This list is also available to the public. (Government Code 54972, Maddy Act).

Roles and Responsibilities

Bicycle Commission

The Bicycle Commission is charged primarily with advising the City Council on ways to improve the bicycling environment, implementation of the bikeways plan and other related matters.

Complete Streets Commission

The Complete Streets Commission is a one year pilot beginning in May 2017. The Complete Streets Commission's responsibilities would include:

- Coordination of motor vehicle, bicycle, transit and pedestrian transportation facilities
- Advising City Council on ways to encourage pedestrian and bicycle safety and accessibility for the City supporting the goals of the General Plan
- Coordination on providing a citywide safe routes to school plan
- Coordination with regional transportation systems

Environmental Quality Commission

The Environmental Quality Commission is charged primarily with advising the City Council on matters involving environmental protection, improvement and sustainability. Specific focus areas include:

- Preserving heritage trees
- Using best practices to maintain city trees
- Preserving and expanding the urban canopy
- Making determinations on appeals of heritage tree removal permits
- Administering annual Environmental Quality Awards program
- Organizing annual Arbor Day Event; typically a tree planting event

COMMISSIONS/COMMITTEES POLICIES AND PROCEDURES, ROLES AND RESPONSIBILITIES

City Council Policy #CC-01-0004

Effective 4/17/2018

8

- Advising on programs and policies related to protection of natural areas, recycling and waste reduction, environmentally sustainable practices, air and water pollution prevention, climate protection, and water and energy conservation.

Finance and Audit Committee

The Finance and Audit Committee is charged primarily to support delivery of timely, clear and comprehensive reporting of the City's fiscal status to the community at large. Specific focus areas include:

- Review the process for periodic financial reporting to the City Council and the public, as needed
- Review financial audit and annual financial report with the City's external auditors
- Review of the resolution of prior year audit findings
- Review of the auditor selection process and scope, as needed

Housing Commission

The Housing Commission is charged primarily with advising the City Council on housing matters including housing supply and housing related problems. Specific focus areas include:

- Community attitudes about housing (range, distribution, racial, social-economic problems)
- Programs for evaluating, maintaining, and upgrading the distribution and quality of housing stock in the City
- Planning, implementing and evaluating City programs under the Housing and Community Development Act of 1974
- Members serve with staff on a loan review committee for housing rehabilitation programs and a first time homebuyer loan program
- Review and recommend to the City Council regarding the Below Market Rate (BMR) program
- Initiate, review and recommend on housing policies and programs for the City
- Review and recommend on housing related impacts for environmental impact reports
- Review and recommend on State and regional housing issues
- Review and recommend on the Housing Element of the General Plan
- The five most senior members of the Housing Commission also serve as the members of the Relocation Appeals Board (City Resolution 4290, adopted June 25, 1991).

Library Commission

The Library Commission is charged primarily with advising the City Council on matters related to the maintenance and operation of the City's libraries and library systems. Specific focus areas include:

- The scope and degree of library activities
- Maintenance and protection of City libraries
- Evaluation and improvement of library service
- Acquisition of library materials
- Coordination with other library systems and long range planning
- Literacy and ESL programs

Parks and Recreation Commission

The Parks and Recreation Commission is charged primarily with advising the City Council on matters related to City programs and facilities dedicated to recreation. Specific focus areas include:

- Those programs and facilities established primarily for the participation of and/or use by residents of the City, including adequacy and maintenance of such facilities as parks and playgrounds, recreation buildings, facilities and equipment
- Adequacy, operation and staffing of recreation programs
- Modification of existing programs and facilities to meet developing community needs
- Long range planning and regional coordination concerning park and recreational facilities

Planning Commission

The Planning Commission is organized according to State Statute.

COMMISSIONS/COMMITTEES POLICIES AND PROCEDURES, ROLES AND RESPONSIBILITIES

City Council Policy #CC-01-0004
Effective 4/17/2018

- The Planning Commission reviews development proposals on public and private lands for compliance with the General Plan and Zoning Ordinance.
- The Commission reviews all development proposals requiring a use permit, architectural control, variance, minor subdivision and environmental review associated with these projects. The Commission is the final decision-making body for these applications, unless appealed to the City Council.
- The Commission serves as a recommending body to the City Council for major subdivisions, rezonings, conditional development permits, Zoning Ordinance amendments, General Plan amendments and the environmental reviews and Below Market Rate (BMR) Housing Agreements associated with those projects.
- The Commission works on special projects as assigned by the City Council.

Sister City Committee

The Sister City Committee is primary charged with promoting goodwill, respect and cooperation by facilitating cultural, educational and economic exchanges

- Develop a mission statement and program plan consisting of projects, exhibits, contacts and exchanges of all types to foster and promote the objectives of the mission statement
- Implement the approved program plan upon request of the City Council
- Keep the community informed concerning the Sister City program
- Advise the City Council on matters pertaining to any sister city affairs
- Perform other duties as may be assigned to the committee by the City Council

Transportation Commission

The Transportation Commission is charged primarily with advising the City Council on matters related to the adequacy and improvement of all types of public and private transportation within and across the City, including the best approaches to establishing and maintaining systems and facilities for the transport of people and goods around the City. Specific focus areas include:

- The coordination of motor vehicle, bicycle, mass transit and pedestrian traffic facilities
- The development and encouragement of the most efficient and least detrimental overall transportation system for the City supporting the goals of the General Plan
- Coordination with regional transportation systems
- Serve as the appeals board for appeals from staff determinations concerning establishment of traffic signs, pavement markings, speed zones, parking regulations, traffic signals, bike lanes, bus stops, etc.

Special Advisory Bodies

The City Council has the authority to create ad hoc committees, task forces or subcommittees for the City, and from time to time, the City Council may appoint members to these groups. The number of persons and the individual appointee serving on each group may be changed at any time by the City Council. There are no designated terms for members of these groups; members are appointed by and serve at the pleasure of the City Council.

Any requests of city commissions or committees to create such ad hoc advisory bodies shall be submitted in writing to the City Clerk for City Council consideration and approval.

THIS PAGE INTENTIONALLY LEFT BLANK



REGULAR MEETING MINUTES - DRAFT

Date: 2/13/2018
Time: 5:45 p.m.
City Council Chambers
701 Laurel St., Menlo Park, CA 94025

5:45 p.m. Closed Session (City Hall - “Downtown” Conference Room, 1st Floor)

Mayor Ohtaki called the closed session to order at 6:11 p.m. There were no comments from the public.

Councilmembers Carlton, Cline, Keith, Mueller and Ohtaki were present.

- CL1.** Closed session pursuant to Government Code Section §54957.6 to confer with labor negotiators regarding current labor negotiations with the unrepresented management

Attendees: City Manager Alex McIntyre, Administrative Services Director Nick Pegueros, Human Resources Manager Lenka Diaz, City Attorney Bill McClure, Labor Counsel Charles Sakai

7:00 p.m. Regular Session (City Council Chambers)

A. Call to Order

Mayor Ohtaki called the meeting to order at 7:17 p.m.

B. Roll Call

Present: Carlton, Cline, Keith, Ohtaki, Mueller

Absent: None

Staff: City Manager Alex McIntyre, City Attorney Bill McClure, Deputy City Clerk Jelena Harada

C. Pledge of Allegiance

Mayor Ohtaki led the Pledge of Allegiance.

D. Report from Closed Session

There was no report from Closed Session.

E. Study Session

- E1.** Review the Cost of Services Study and User Fee Cost Recovery Policy and provide direction on amendments to the Master Fee Schedule (Staff Report #18-042-CC)

Administrative Services Director Nick Pegueros introduced the item and made a presentation.

After the discussion, City Council directed staff to return with amendments to the Master Fee Schedule that brings fees in compliance with the March 9, 2010, City Council-adopted User Fee

Cost Recovery Policy. Clarification was given the child care fees do not need to be adjusted to fully recover indirect costs allocated to the services as part of the Cost of Services Study.

The City Council directed staff to return with further analysis on planning fees for certain single family residential planning services as well as an analysis of moving the fee basis for said permits from time and materials to flat fee. The City Council also directed staff to return with an additional analysis of the consultant's recommendation to establish a community development reserve fund.

E2. Guild Theatre site (Staff Report #18-038-CC)

Assistant Community Development Director Mark Muenzer introduced the item. The project applicant Drew Dunlevie, president at Peninsula Arts Guild, gave an overview of the project. Chris Wasney of CAW Architects made a presentation.

- Owen Byrd spoke about event programming at the Guild Theatre.
- Skip Hilton spoke in support of the Guild Theatre project.
- Fran Dehn spoke in support of the Guild Theatre project and other cultural and art events.
- Patrick Corman spoke in support of the Guild Theatre project.
- Judy Adams spoke in support of the Guild Theatre project.

Mayor Ohtaki summarized the Councilmembers' comments and, in general support of the proposed project, gave direction to support the proposed 2.46 floor area ratio and tie the public benefit to the increase in floor area ratio. City Council supported the community's use of the performance facility without a specific cap on the number of events, which could be determined by the applicant and staff at a later time. The City Council gave direction to staff for information on a potential increase in floor area ratio throughout the specific plan area related to entertainment uses.

F. Public Comment

Mayor Ohtaki announced a student cultural exchange with Bizen, Japan and encouraged Menlo Park residents between the ages of 12 and 15 to apply for the cultural program exchange. The applications are due March 15, 2018, and may be submitted at menlopark.org/studentexchange.

- Judy Adams encouraged the City to apply for the Mayors for Peace Program.
- Jen Wolosin spoke about the successful increase in the bicycling rates by the Menlo-Atherton High school students; staff vacancy rate.
- Angela Evans presented a video about the need of the affordable housing in the downtown area.

G. Consent Calendar

Mayor Ohtaki pulled item G6. Councilmember Keith pulled item G1.

Councilmember Carlton announced that she had a conflict of interest due to her consulting relationship with a company that does business with Facebook and recused herself from voting on items G4 and G6.

Councilmember Keith requested clarification on item G1.

ACTION: Motion and second (Cline/Carlton) to approve items G2, G3, G4, G5 and G7 passed 4-0-1 (Carlton recused).

- G1. Approve the City Council meeting minutes of February 6, 2018 (Attachment)
- G2. Adopt a resolution authorizing the Public Works Director to accept work performed on construction contracts (Staff Report #18-036-CC)
- G3. Authorize the use of Rectangular Rapid Flashing Beacons as a traffic control device to enhance pedestrian safety (Staff Report #18-034-CC)
- G4. Authorize the City Manager to enter into a contract with ICF International (ICF) to prepare an Environmental Impact Report (EIR) for a proposed 318,614 square foot office building at 164 Jefferson Drive for the amount of \$402,275 and future augments as may be necessary to complete the environmental review for the proposed project (Staff Report #18-039-CC)
- G5. Authorize the City Manager to enter into a contract with ICF International (ICF) to prepare an Environmental Impact Report (EIR) for the proposed approximately 260,000 square foot research and development (R&D) building at 1350 Adams Court for the amount of \$363,780 and future augments as may be necessary to complete the environmental review for the proposed project (Staff Report #18-040-CC)
- G6. Approve the design for the relocated connection of Marsh Road to Independence Drive (Staff Report #18-035-CC)

Councilmember Carlton recused herself at 10:21 p.m., due to her consulting relationship with a company that does business with Facebook, and exited the City Council Chambers.

- Philip Bourgeois spoke about the personal cost burden of the Independence Drive relocation.
- Patric Coyne spoke about the negative financial impact the Independence Drive relocation would have on the building owners in the area.
- Sateez Kadivar spoke against the proposed design and requested the item not be approved.
- Gerry Secrest spoke against the proposed design.

ACTION: Motion and second (Ohtaki/Keith) to agendize a study session for a future meeting to discuss the Independence Drive relocation, passed 3-0-2 (Mueller abstained, Carlton recused).

Councilmember Carlton returned to the City Council chambers at 10:58 p.m.

- G7. Adopt a resolution initiating the Menlo Park Landscape Assessment District proceedings for Fiscal Year 2018-19 (Staff Report #18-037-CC)

H. Regular Business

At 11:00 p.m., Mayor Ohtaki moved item H3 before H2 and announced that item H2 may be differed to the next regular session if not heard by midnight.

- H1. Appoint a City Council subcommittee to assist with the West Menlo Park Triangle Annexation project (Staff Report #18-044-CC)

ACTION: Motion and second (Keith/Cline) to appoint Councilmember Carlton and Mayor Pro Tem Mueller to the subcommittee to assist with the West Menlo Park Triangle Annexation project, passed unanimously.

- H3. Provide direction on placing enabling charter on November 2018 ballot (Staff Report #18-032-CC)

City Attorney Bill McClure introduced the item.

ACTION: Motion and second (Cline/Carlton) to proceed with placing enabling charter on November 2018 ballot and set specific guidelines for instances when the City Council is considering legislations that would vary from existing State statutes, passed unanimously.

- H2. Approve the 2017-18 midyear budget report and approve recommended 2017-18 budget amendments (Staff Report #18-043-CC)

Administrative Services Director Nick Pegueros made a presentation (Attachment).

During the discussion, the councilmembers requested these topics be discussed for a future meeting: 1) transfer of Excess Educational Revenue Augmentation Fund monies to the school district, 2) creation of a Belle Haven Neighborhood amenities fund in the proposed budget.

ACTION: Motion and second (Cline/Keith) to approve the fiscal year 2017-18 midyear budget report and approve recommended budget amendments, passed unanimously.

I. Informational Items

- I1. Review of the City's investment portfolio as of December 31, 2017 (Staff Report #18-033-CC)
- I2. Update on the temporary traffic calming modifications to the Willows neighborhood due to construction impacts of the Willow Road/U.S. 101 interchange (Staff Report #18-041-CC)

J. City Manager's Report

There was no report.

K. Councilmember Reports

There were no reports.

L. Adjournment

Mayor Ohtaki adjourned the meeting at 11:45 p.m.

Jelena Harada, Deputy City Clerk



SPECIAL MEETING MINUTES - DRAFT

Date: 3/21/2018
Time: 7:00 p.m.
City Council Chambers
701 Laurel St., Menlo Park, CA 94025

6:15 p.m. Closed Session (City Hall - “Sharon Heights” Conference Room, 2nd Floor)

Mayor Ohtaki called the closed session to order at 6:20 p.m.

Councilmembers Carlton, Keith, Mueller, and Ohtaki were present. Cline was absent.

Mayor Ohtaki opened the public comment for the members of the public.

Pamela Jones spoke about district elections and provided a written letter (Attachment)

CL1. Closed session conference with legal counsel on anticipated litigation pursuant to Government Code §54956.9(d)(2) – one case

Attendees: City Manager Alex McIntyre, City Attorney Bill McClure, Assistant City Attorney Cara Silver, Interim City Clerk Clay Curtin

7:00 p.m. Regular Session (City Council Chambers)

A. Call to Order

Mayor Ohtaki called the meeting to order at 7:10 p.m.

B. Roll Call

Present: Carlton, Cline, Keith, Mueller, Ohtaki

Absent: None

Staff: City Manager Alex McIntyre, City Attorney Bill McClure, Deputy City Clerk Jelena Harada

Mayor Ohtaki led the pledge of allegiance.

Mayor Ohtaki stated that there was no report from the closed session.

C. Public Comment

- Steve Van Pelt spoke about the quality of the meeting video recordings.

D. Regular Business

D1. Consideration of the Advisory Districting Committee’s recommendation on adoption of a five-district

map and six-district map (with an at-large elected mayor) and related election sequencing (Staff Report #18-056-CC)

Assistant City Attorney Cara Silver made a presentation (Attachment). Max Heim, Advisory Districting Committee member, made a presentation of the committee's recommendation. (Attachment)

Mayor Ohtaki opened the public hearing.

Public Comment:

- Helen Grieco, California Common Cause, spoke in favor of district elections.
- Julie Shanson spoke in support of the five-district option.
- Pamela Jones spoke in support of the five-district option.
- Michael Cohen spoke about election sequencing and the importance of staggered councilmember terms.
- Fran Dehn, Menlo Park Chamber of Commerce, spoke about the five-district option and map selection.
- Rob Silano spoke in support of the six-district map.

ACTION: Motion and second (Carlton/Cline) to close the public hearing. By acclamation, Mayor Ohtaki closed the public hearing.

ACTION: Motion and second (Carlton/Cline) to adopt a five-district map and related election sequencing, as recommended by the Advisory Districting Committee. The motion passed unanimously.

E. Adjournment

Mayor Ohtaki adjourned the meeting at 8:35 p.m.

Jelena Harada, Deputy City Clerk



REGULAR MEETING MINUTES - DRAFT

Date: 3/27/2018
Time: 6:00 p.m.
City Council Chambers
701 Laurel St., Menlo Park, CA 94025

A. Mayor Ohtaki called the meeting to order at 6:16 p.m.

B. Roll Call

Present: Carlton, Cline, Ohtaki, Mueller; Carlton arrived 8:15 p.m.
Absent: Keith
Staff: City Manager Alex McIntyre, City Attorney Bill McClure, Deputy City Clerk Jelena Harada

C. Pledge of Allegiance

Mayor Ohtaki led the Pledge of Allegiance.

D. Study Session

Mayor Ohtaki announced that Councilmember Carlton is recused from hearing Item D1 due to a conflict of interest related to her consulting relationship with a company that does business with Facebook.

D1. Conditional Development Permit, Development Agreement, Zoning Map Amendment, General Plan Amendment, Lot Reconfiguration, Heritage Tree Removal Permits, Below Market Rate Housing Agreement, and Environmental Review/Peninsula Innovation Partners, LLC/1350-1390 Willow Road, 925-1098 Hamilton Avenue, and 1005-1275 Hamilton Court (Staff Report #18-062-CC)

Senior Planner Kyle Perata made a presentation (Attachment). Project applicant John Tenanes, Facebook Vice President of Global Facilities, Culinary and Security, made a presentation (Attachment). Shohei Shigematsu with OMA Architects made a presentation (Attachment).

- Romain Taniere spoke about the traffic in the Willow Road area.
- Luis Guzman spoke about the public access to the project.
- Mickie Winkler spoke about the adoption of a transportation plan.
- Cecilia Pinto, Menlo-Atherton High School, spoke about the project’s impact on the Menlo-Atherton High School.
- Simone Kennel, Menlo Atherton High School, spoke about the project’s impact on the Menlo-Atherton High School and communications about development projects between the City and the school.
- Herbert Stone spoke about the traffic congestion.
- Chris Thomsen, Sequoia Union School District, spoke about the project’s impact on schools.
- Adina Levin spoke about public space connectivity opportunities.
- Britt von Thaden spoke about potential soil and groundwater contamination at the development



site.

- Mary Streshly, Sequoia Union School District, spoke about concerns with growing school attendance resulting from new housing development.
- Matthew Zito, Sequoia Union High School District, spoke about concerns with growing school attendance resulting from new housing development.
- Karen Porter spoke about Facebook's ethics and business practices.
- Everardo Luna spoke about the Willows Neighborhood traffic.
- Jen Wolosin spoke about alternative transportation options in the area.

The City Council directed staff to 1) Engage in discussion with the Sequoia Union High School District, Ravenswood City School District, and Menlo Park City School District before and during the Environmental Impact Report process; 2) Conduct a fiscal impact analysis to address the impact related to the capital improvements for the school districts and on infrastructure in the former M-2 area; 3) Investigate additional transportation mitigation options for the project; 4) Direct project applicant to modify the proposed private-to-public land use ratio and allow greater public access to the proposed office campus.

Councilmember Carlton joined the meeting at 8:15 p.m.

E. Public Comment

- Phoebe Martin and Varsha Sripadhain, Laurel Elementary School students, spoke about plastic pollution in the ocean.
- Daniel Valverde, Housing Leadership Council of San Mateo County, spoke about affordable housing.
- Pamela Jones spoke about creating a map for the public of the M-2 area projects and traffic.
- Cecilia Taylor spoke about student safety in the M-2 area.
- Julie Shanson spoke about a Belle Haven Neighborhood amenities fund that could benefit specific areas of the city.
- Diane Bailey, Menlo Spark, spoke about carbon pollution and a plan to phase out of fossil fuels.
- Adina Levin, Friends of Caltrain, spoke about a sustainable transportation network.

F. Commissioner Reports

F1. Complete Streets Commission quarterly report

Complete Streets Commission Chair Bianca Walser provided the report.

- Katie Behroozi spoke about challenges of the Complete Streets Commission 1-year pilot.
- Adina Levin spoke in support of the Complete Streets Commission but noted challenges during the 1-year pilot.
- Betsy Nash spoke about challenges of the Complete Streets Commission 1-year pilot and potential alternatives.

G. Consent Calendar

Mayor Ohtaki pulled item G6 to clarify the business model outlines for operating the Belle Haven and Burgess pools related to rates and program sub-contractors. Councilmember Carlton announced that she would recuse herself from voting on items G4 and G7 due to a conflict of interest related to

her consulting relationship with a company that does business with Facebook.

- G1. Approve the City Council meeting minutes of March 13, 2018
- G2. Authorize the Mayor to sign a letter of support for Proposition 68, the Parks, Environment and Water Bond (Staff Report #18-071-CC)
- G3. Review and accept the annual report on the status and progress in implementing the City's Housing Element for 2017 and the annual housing successor report (Staff Report #18-060-CC)
- G5. Authorize the City Manager to enter into a master professional agreement with Municipal Plan Check Services for building permitting and inspection, administrative and environmental contract services (Staff Report #18-064-CC)
- G8. Authorize the City Manager to execute an amendment to the agreement with Ignatius Nelson Consulting in the amount of \$40,000 for water operator services (Staff Report #18-059-CC)
- G9. Award an on-call construction contract for the Asphalt and Concrete Repair Services to Alaniz Construction, Inc., up to the budgeted amount (Staff Report #18-061-CC)
- G10. Authorize the City Manager to execute a funding and subsequent agreements with the City/County Association of Governments for the Oak Grove Avenue Sidewalk and Green Infrastructure project for a grant amount of \$250,000 (Staff Report #18-066-CC)

ACTION: Motion and second (Cline/Ohtaki) to approve all items on the Consent Calendar except items G4, G6 and G7 passed (4-0-1; Keith absent).

- G4. Waive the second reading and adopt an ordinance approving the Amended and Restated Development Agreement for the Facebook East Campus located at 1 Hacker Way (1601 Willow Road) (Staff Report #18-063-CC)

ACTION: Motion and second (Cline/Ohtaki) to waive the second reading and adopt an ordinance approving the Amended and Restated Development Agreement for the Facebook East Campus located at 1 Hacker Way (1601 Willow Road), passed (3-0-1-1 Carlton abstained, Keith absent).

- G6. Approve a professional services agreement with Team Sheeper, Inc. for the operation of Burgess and Belle Haven Pools beginning April 1, 2018 through August 31, 2020 with options to renew for continuous 12 month periods (Staff Report #18-067-CC)

ACTION: Motion and second (Ohtaki/Cline) to approve a professional services agreement with Team Sheeper, Inc. for the operation of Burgess and Belle Haven Pools beginning April 1, 2018 through August 31, 2020 with options to renew for continuous 12 month periods. The motion passed 4-0-1 (Keith absent).

- G7. Approve the Water Use Budget Guidelines for New Developments in the Office, Life Sciences and Residential Mixed-Use Zoning Districts (Staff Report #18-058-CC)

ACTION: Motion and second (Cline/Ohtaki) to approve the Water Use Budget Guidelines for New

Developments in the Office, Life Sciences and Residential Mixed-Use Zoning Districts, passed (3-0-1-1; Carlton abstained, Keith absent).

H. Public Hearing

- H1. Adopt Resolution No. 6429 declaring the vacation and abandonment of a public utility easement at 1049 Almanor Avenue (Staff Report #18-065-CC)

City Manager Alex McIntyre recused himself and left the room due to proximity of his property to the project location.

Assistant Public Works Director Nicole Nagaya introduced the item.

Mayor Ohtaki opened the public hearing.

- David Crouch spoke in support of the vacation and abandonment of a public utility easement at 1049 Almanor Ave.

ACTION: Motion and second (Cline/Carlton) to close the public hearing, passed by acclamation.

ACTION: Motion and second (Cline/Carlton) to adopt Resolution No. 6429 declaring the vacation and abandonment of a public utility easement at 1049 Almanor Avenue, passed 4-0-1 (Keith absent).

- H2. Review and provide direction on a proposed ballot measure for an enabling city charter for the November 2018 election (Staff Report #18-069-CC)

Assistant City Attorney Cara Silver made a presentation (Attachment)

Mayor Ohtaki opened the public hearing.

- Karen Grove spoke about an ability to review and amend the city charter.
- Jen Wolosin spoke about a two-article charter that could focus narrowly on elections.
- Pamela Jones spoke in opposition to an enabling charter and supported a two-article charter.
- Lynne Bramlett spoke in support of a two-article charter.
- Cecilia Taylor spoke against an enabling charter.
- Adina Levin spoke in support of a two-article charter.

ACTION: Motion and second (Ohtaki/Cline) to close the public hearing, passed by acclamation.

The City Council directed staff to further explore city charter alternatives and come back with concepts of an enabling charter, a two-article charter and a hybrid of the two concepts.

- H3. Introduction of an ordinance amending Chapters 16.96, Below Market Rate Program, and 16.97, State Density Bonus, of Menlo Park Municipal Code and adoption of Resolution 6428 updating the City's Below Market Rate Program Guidelines (Staff Report #18-070-CC)

Housing and Economic Development Manager Jim Cogan introduced the item.

Assistant City Attorney Cara Silver made a presentation (Attachment).

Mayor Ohtaki opened the public hearing.

- Karen Grove spoke in support of adopting the ordinance.
- Richard Truempler, Sobrato Organization, spoke about the BMR-qualifying income levels.
- Sateez Kadivar spoke about the availability of affordable housing for the moderate-income residents.

ACTION: Motion and second (Ohtaki/Cline) to close the public hearing, passed by acclamation.

City Council directed staff to come back with modified program guidelines to address the concept of income requirements for moderate income housing (BMR Housing Program Guidelines, Sections 4.1.2 and 11.1.1), and to research ways modifying the housing requirement for smaller development projects.

I. Informational Items

I1. Hello Housing quarterly report (Staff Report #18-057-CC)

I2. Update on the Transportation Master Plan Status (Staff Report #18-068-CC)

- Jen Wolosin spoke about goals and priorities of the Transportation Master Plan.
- Adina Levin, spoke about communication challenges between the Complete Streets Commission and the Transportation Master Plan Oversight and Outreach Committee.
- Cecilia Taylor spoke about Belle Haven traffic calming.

City Council requested a scope of work for the Safe Routes to School improvements and for this item be discussed in a future meeting.

J. City Manager's Report

There was no report.

K. Councilmember Reports

Carlton reported she would share information on Assembly Bill related to electric vehicles.

L. Adjournment

Mayor Ohtaki adjourned the meeting at 11:45 p.m.

Jelena Harada, Deputy City Clerk

THIS PAGE INTENTIONALLY LEFT BLANK



STAFF REPORT

City Council

Meeting Date:

4/24/2018

Staff Report Number:

18-091-CC

Consent Calendar:

Waive the reading and adopt Ordinance No. 1044 amending Municipal Code Chapter 2.04, City Council, of Title 2, Administration and Personnel, to establish a district based electoral system and to adopt a map describing the boundaries of each district and disband the Advisory Districting Committee

Recommendation

Staff recommends that the City Council:

1. Waive further reading and adopt Ordinance No. 1044 amending Municipal Code Chapter 2.04, City Council, of Title 2, Administration and Personnel, to establish a district based electoral system and to adopt a map describing the boundaries of each district;
2. Disband the Advisory Districting Committee; and
3. Make a finding that adoption of the ordinance is exempt from the California Environmental Quality Act.

Policy Issues

This ordinance implements the City Council's previous direction to transition from at-large to by-district elections prior to the November 2018 General Municipal Election.

Background

On October 4, 2017, the City Council voted 5-0 to adopt Resolution No. 6404, a resolution of intent to transition to By-District elections.

On December 12, 2017, the City Council adopted Resolution No. 6418 establishing an Advisory Districting Committee consisting of nine members. The Committee issued its final recommendation and published its report to the City Council on February 23, 2018.

On March 21, 2018, the City Council conducted a public hearing to consider the Committee's recommendation. The City Council voted 5-0 to select the five-district map and related election sequencing recommended by the Committee.

On April 17, 2018, the City Council voted 5-0 to introduce and waive further reading of Ordinance No. 1044 amending Municipal Code Chapter 2.04, City Council, of Title 2, Administration and Personnel, to establish a district based electoral system and to adopt a map describing the boundaries of each district.

Analysis

The City Council made no changes to the proposed ordinance introduced April 17, 2018. The final ordinance is included as Attachment A. Election ordinances take effect immediately upon adoption.

Following the City Council's approval of the ordinance, the Advisory Districting Committee's work is complete and accordingly the Committee may be disbanded.

Impact on City Resources

Expenditures associated with the transition to district elections and support for the Advisory Districting Committee including staffing, legal and consultant support were approved by the City Council and added to the current fiscal year budget.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines Section 15378 and 15061(b)(3) as it is an organizational structure change that will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. Ordinance No. 1044 implementing by-district elections

Report prepared by:
Cara E. Silver, Assistant City Attorney

ORDINANCE NO. 1044

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
AMENDING CHAPTER 2.04, CITY COUNCIL, OF TITLE 2,
ADMINISTRATION AND PERSONNEL TO ESTABLISH A DISTRICT
BASED ELECTORAL SYSTEM AND TO ADOPT A MAP DESCRIBING
THE BOUNDARIES OF EACH DISTRICT (ELECTIONS CODE § 10010)**

The City Council of the City of Menlo Park does hereby ordain as follows:

SECTION 1. FINDINGS AND DETERMINATIONS.

A. The City of Menlo Park supports the full participation of all citizens in electing council members; and

B. The City of Menlo Park currently elects its five (5) council members using an at-large election system, where candidates may reside in any part of the City and each council member is elected by the voters of the entire City; and,

C. Under the provisions of California Elections Code Section 10010, a city that changes from at-large City Council method of election to a district-based City Council method of election requires a total of four public hearings, which includes at least two public hearings regarding potential voting district boundaries prior to the release and consideration of any draft voting district maps, and two public hearings following the release of draft voting district map(s); and,

D. At a regular meeting of the City Council of the City of Menlo Park held on October 4, 2017, the City Council adopted Resolution No. 6404 expressing its intent to transition from an at-large to a district-based election system; and,

E. On October 30, 2017, pursuant to California Elections Code Section 10010(a)(1), the City Council held a public hearing where the public was invited to provide input regarding the composition of the City's voting districts before any draft maps were drawn, and the City Council of the City of Menlo Park considered and discussed the same; and,

F. On November 29, 2017, the City Council conducted a second public hearing to invite public input to provide input regarding the composition of the City's voting districts before any draft maps were drawn. In addition, the City Council elected to form an advisory districting committee.

G. On December 12, 2017, the City Council adopted Resolution 6418 establishing an Advisory Districting Committee consisting of nine members. Many aspects of the Advisory Committee were modeled after the independent districting committee provided under State law. Committee members were required to adhere to strict pre-, during- and post-service conflict of interest rules. Commissioners were also required to file Disclosure of Economic Interest Statements (Form 700) and the Committee was subject to the Brown Act.

H. The City Council directed the Committee to provide recommendations to the City Council on districting boundaries and election sequencing. The City Council charged the Committee with providing five and six district maps and related election sequencing recommendations to the City Council no later than February 23, 2018. The Committee

recommendations must be made by a 2/3 vote of the seated members. The City Council resolution provided that it was the City Council's intention to adopt one of the districting maps recommended by the Committee; and

I. The Committee was provided staff, legal and demographic consultant support as well as access to an online mapping tool and specialize training. The Committee met eight times in six weeks and considered over 40 draft maps. On February 23, 2018, the Committee issued a final report consisting of recommendations for a five district map (Map 5-007a), a six district map with an elected at large mayor (Map 6-007b) and related election sequencing. In addition, the Committee issued an advisory recommendation expressing a preference for a five district solution over a six district solution; and

J. On March 21, 2018, the City Council conducted a third public hearing and to consider the Committee' recommendations. The City Council directed staff to move forward with the five district map and related election sequencing recommended by the Committee; and

K. On April 17, 2018, the City Council held a final public hearing on the proposal to establish district boundaries, reviewed additional public input, formally selected the five district voting district map and the election sequence recommended by the Advisory Districting Committee, which was introduced for a first reading at the same regular meeting of the City Council of the City of Menlo Park; and

L. Throughout the foregoing process, the City engaged in a significant amount of public outreach and engagement above and beyond the public hearings and other procedures required by California Elections Code Section 10010, but not limited to soliciting public input through fliers, "sandwich boards" placed at strategic locations, Nextdoor, and public meetings at City Hall and in Belle Haven. The Advisory Districting Committee also drafted and posted a poll on Nextdoor and Facebook and established a Districting Committee website that allowed for email comments from the public. All of the Committee's meetings were open to the public and complied with the Brown Act.; and,

M. The purpose of this Ordinance is to enact an ordinance providing for the election of Members of the City Council of the City of Menlo Park on a district-based system for single-member districts as reflected in Exhibit A to this Ordinance, in furtherance of the purposes of the California Voting Rights Act of 2001, Elections Code Section 14025 *et seq.*, and to implement the guarantees of Section 7 of Article 1 and of Article II of the California Constitution.

SECTION 2. AMENDMENT OF CODE. Chapter 2.04 [City Council] of Title 2 [Administration and Personnel] is hereby amended as follows with additions shown in underline and deletions shown as ~~strikeout~~:

**“Chapter 2.04
CITY COUNCIL**

Sections:

2.04.210 District Based Electoral System

2.04.220 Establishment of City Council Electoral Districts

2.04.230 Election Schedule

. . . .

2.04.210 District-Based Electoral System.

Pursuant to California Government Code Section 34886 and 34871 (c), council members shall be elected on a district-based electoral system from five (5) single-member City Council Districts. For purposes of this Chapter, the term 'district-based electoral system' shall mean the election of City Council members by the voters of the district alone. The City's district-based electoral system shall be conducted in accordance with California Government Code Section 34871, subdivision (a).

2.04.220 Establishment of City Council Electoral Districts.

a. Pursuant to Section 2.04.210 of this Chapter, council shall be elected on a district-based electoral system, from the five City Council Districts described as follows, which shall continue in effect until they are amended or repealed in accordance with law:

1. City Council District 1 shall comprise all that portion of the City reflected in Exhibit A.
2. City Council District 2 shall comprise all that portion of the City reflected in Exhibit A.
3. City Council District 3 shall comprise all that portion of the City reflected on Exhibit A.
4. City Council District 4 shall comprise all that portion of the City reflected in Exhibit A.
5. City Council District 5 shall comprise all that portion of the City reflected in Exhibit A.

b. City Council members shall be elected in the electoral districts established by this Section and subsequently reapportioned pursuant to applicable State and federal law.

c. Except as provided in subdivision d herein and notwithstanding any other provision of this Chapter, once this Ordinance is fully phased in, the council member elected to represent a district must reside in that district and be a registered voter in that district, and any candidate for City Council must live in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued, pursuant to Elections Code 10227. Termination of residency in a district by a council member shall create an immediate vacancy for that City Council district unless a substitute residence within the district is established within thirty (30) days after the termination of residency.

d. Notwithstanding any other provision of this Section, and consistent with the requirements of California Government Code Section 35612, the council members in office at the time the Ordinance codified in this Chapter takes effect shall continue in office until the expiration of the full term to which he or she was elected and until his or her successor is qualified. At the end of the term of each council member, the successor of that council member shall be elected on a district-based system in the districts established in this Section.

2.04.230 Election Schedule.

Except as otherwise required by California Government Code Section 36512, the council members of the City Council shall be elected in City Council Districts Nos. 1, 2 and 4 beginning

at the General Municipal Election in November, 2018, and every four years thereafter, as such City Council Districts shall be amended. City Council members shall be elected from City Council Districts Nos. 3 and 5 beginning at the General Municipal Election in November 2020, and every four years thereafter, as such City Council Districts shall be amended."

SECTION 3. MAP. A map showing the districts described in this Ordinance and codified in Section 2.210.020 of the City of Menlo Park Municipal Code is attached hereto as Exhibit A and incorporated herein by reference.

SECTION 4. TECHNICAL ADJUSTMENTS. If necessary to facilitate the implementation of this Ordinance, the City Clerk is authorized to make technical adjustments to the district boundaries that do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The City Clerk shall consult with the City Manager and City Attorney concerning any technical adjustments deemed necessary and shall advise the City Council of any such adjustments required in the implementation of the districts.
Section

SECTION 5. SEVERABILITY. If any section of this ordinance, or part hereof, is held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such section, or part hereof, shall be deemed severable from the remaining sections of this ordinance and shall in no way affect the validity of the remaining sections hereof.

SECTION 6. CALIFORNIA ENVIRONMENTAL QUALITY ACT DETERMINATION. This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines Section 15378 and 15061(b)(3) as it is an organizational structure change that will not result in any direct or indirect physical change in the environment.

SECTION 7. EFFECTIVE DATE AND PUBLISHING. Under Government Code Section 36937(a), this ordinance shall take effect immediately as it relates to elections.

INTRODUCED on the 17th day of April, 2018.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said City Council on the ____ day of _____, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

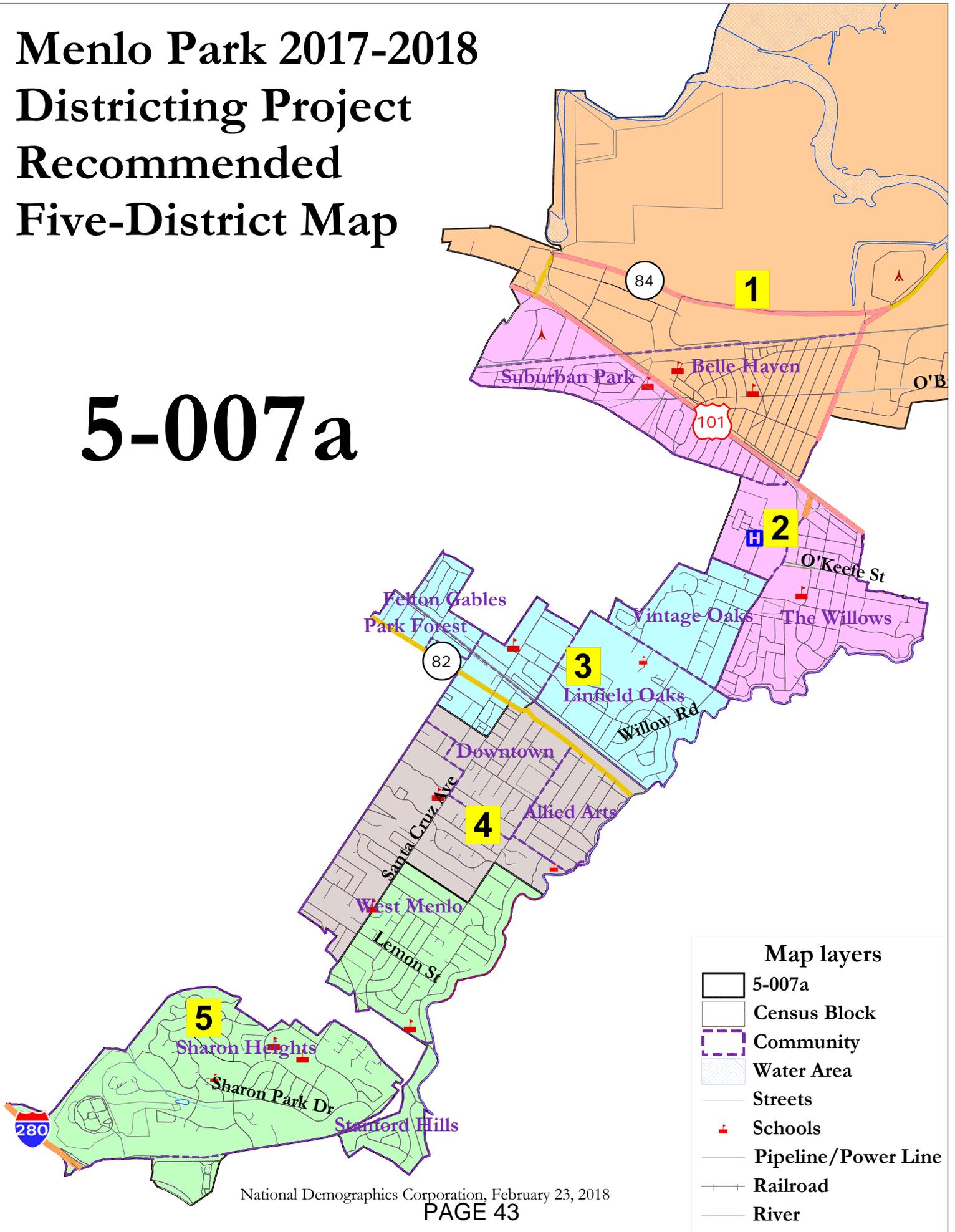
Peter Ohtaki, Mayor

ATTEST:

Judi A. Herren, City Clerk

Menlo Park 2017-2018 Districting Project Recommended Five-District Map

5-007a



THIS PAGE INTENTIONALLY LEFT BLANK



STAFF REPORT

City Council Meeting Date: 4/24/2018
Staff Report Number: 18-087-CC

Consent Calendar: Adopt Resolution No. 6433 approving the list of projects eligible for fiscal year 2018-19 funds from Senate Bill 1: The Road Repair and Accountability Act of 2017

Recommendation

Staff recommends that the City Council adopt Resolution No. 6433 approving the list of projects eligible for fiscal year 2018-19 funds from Senate Bill 1: The Road Repair and Accountability Act of 2017 (SB 1).

Policy Issues

The action is consistent with the City Council's goal of maintaining and enhancing the city's municipal infrastructure and facilities. Further, the 2016 General Plan circulation element includes policies that seek to maintain a circulation system that will provide and maintain a safe, efficient, attractive, user-friendly circulation system that promotes a healthy, safe and active community and quality of life throughout Menlo Park and increases accessibility for the use of streets by pedestrians, bicyclists and transit riders. The projects identified in the staff report below are consistent with these policies.

Background

On April 28, 2017, Governor Brown signed into law SB 1 (Chapter 5, Statutes of 2017), a \$54 billion investment intended to fund road, bridge and freeway repair projects in the state over the next decade through increases in gasoline and diesel taxes and vehicle fees. The investment is to be evenly allocated between cities, counties and the state's highway system. Roughly, \$1.8 billion in annual revenue will go to fund local road repairs, transportation infrastructure improvements, and for the expansion of pedestrian and bicycle routes network specifically as follows:

- \$1.5 billion – repairs to local streets and roads
“Addresses years of unfunded road maintenance, rehabilitation and critical safety projects. Invests in “complete streets” projects uniquely tailored to the needs, preferences and functions of the people who live there.”
- \$200 million – matching funds for local agencies
“Supports the investment cities and counties have made in their own regions through voter-approved transportation tax measures.”
- \$100 million – bike and pedestrian projects
“Increases funding of the Active Transportation Program (ATP) to build or convert more bike paths, crosswalks and sidewalks.”
- \$25 million – local planning grants
“Addresses community needs by providing support for planning that may have previously lacked funding.”

Eligible projects include road maintenance, rehabilitation, safety projects, railroad grade separations, complete street components (e.g. active transportation, bicycle and pedestrian, drainage and stormwater capture projects) and traffic control devices. However, projects that address basic maintenance and safety components should be prioritized.

On October 10, 2017, the City Council adopted Resolution No. 6403 approving a list of projects eligible to be funded by fiscal year 2017-2018 SB 1 revenues in the projected amount of \$191,329. For fiscal year 2018-19, the city would be eligible to receive projected revenues of \$573,954 based on a per capita basis. The funds will be provided on a monthly basis, starting July 2018 through the SB 1 road maintenance and Rehabilitation Account (RMRA).

Also included in the legislative package with SB 1 was Proposition 69 - the transportation taxes and fees lockbox and appropriations limit exemption amendment. Proposition 69 aims to amend the state constitution and require that the legislature use the newly imposed SB 1 diesel taxes and transportation improvement fees on projects specific for transportation purposes. Proposition 69 would also prohibit the state from using transportation improvement fee revenues to repay state transportation bonds without voter approval and from loaning out these revenues. It would exempt expenditures using SB 1 raised funds from counting toward the state and local spending limits. On March 13, 2018, the City Council authorized the mayor to sign a letter of support for Proposition 69.

It is important to note that while the city has access to additional funding for roads and streets maintenance projects through SB 1, a 527 political action committee (Reform California) has been formed in opposition to the SB 1 tax increases, which may threaten the availability of future funds. The committee is seeking to repeal SB 1 on the November 2018 ballot through its proposed initiative: "eliminates recently enacted road repair and transportation funding by repealing revenues dedicated for those purposes - requires any measure to enact certain vehicle fuel taxes and vehicle fees be submitted to and approved by the electorate." The inclusion of the initiative on the November 2018 ballot is pending the submittal of 585,407 valid signatures by May 21, 2018, and is gaining momentum. If SB 1 were repealed, it would result in the elimination of \$573,954 worth of work; potentially three quarters to 6 miles of annual street rehabilitation and other transportation infrastructure improvements in the city. Decreasing funding to maintain and improve the city's road system has the potential to increase drive times and traffic congestion; thus affecting roadway, bicycle and pedestrian safety, and increasing greenhouse gas emissions. Staff will continue to track the SB 1 repeal initiative and will inform the City Council on the outcome and impacts.

Analysis

The intent of SB 1 is to provide additional funding for roads and streets maintenance projects and not to replace the existing levels of general revenue spending by the city on such projects. As such, SB 1 requires that the city maintain general fund spending for road maintenance projects. General Fund expenditures are defined as "any unrestricted funds that the city or county may expend at its discretion, including vehicle in-lieu tax revenues and revenues from fines and forfeitures, expended for street, road and highway purposes..." This maintenance of effort requirement must be no less than the average of the General Fund spending in fiscal years 2009-10, 2010-11 and 2011-12.

Before receiving SB 1 funds, the city must submit, on an annual basis, a list of proposed eligible projects, adopted by resolution, to the California Transportation Commission (CTC). Failure to submit an eligible project list to the CTC would result in forfeiture of the monthly apportionments. The list must include the project description, its location, schedule and an estimate of the project's useful life. For fiscal year 2018-2019, the CTC must receive a list of planned project expenditures by May 1, 2018. Per the program funding requirements, a resolution that includes the proposed SB 1 list of projects must be passed by City Council

on an annual basis.

The city is responsible for maintaining a total of 96.2 miles of streets through its street resurfacing program, for the development of transportation and drainage safety projects, and for maintaining and expanding its pedestrian and bicycle networks. Based on the SB 1 program requirements, the projects in table 1 have been earmarked to potentially receive fiscal year 2018-19 SB 1 funding. Exhibit A of the attached resolution includes a detailed description of each project.

Table 1 – Summary of fiscal year 2018-19 SB 1 eligible projects	
Project	Schedule
2018 street preventive maintenance project	To be completed by the end of 2018
Chrysler stormwater pump station improvements	Multiyear project with construction anticipated in 2019
On-Call Asphalt and Concrete repair services	Ongoing repairs occurring within fiscal year 2018-19
Sidewalk repair program	Ongoing repairs occurring within fiscal year 2018-19
Transportation projects (minor)	Ongoing projects with construction occurring within fiscal year 2018-19

Impact on City Resources

With the approval of the proposed resolution, the city would be eligible for SB 1 funding. The list of projects is based on improvements that have been funded by the City Council through the budget process. As discussed above, SB 1 would provide funding in the estimated amount of \$573,954 for fiscal year 2018-19.

Environmental Review

There is no environmental review required for this agenda item.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. Resolution No. 6433

Report prepared by:
Ken Salvail, Senior Civil Engineer

Reviewed by:
Azalea Mitch, City Engineer

THIS PAGE INTENTIONALLY LEFT BLANK

RESOLUTION NO. 6433

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
APPROVING THE LIST OF PROJECTS ELIGIBLE FOR FISCAL YEAR 2018-
19 FUNDS FROM THE ROAD REPAIR AND ACCOUNTABILITY ACT (SB 1)**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multimodal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive and estimated \$573,954 in RMRA funding in fiscal year 2018-19 from SB 1; and

WHEREAS, this is the second year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City used its Pavement Management Program (PMP) to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets/roads, drainage, and add active transportation infrastructure throughout the City this year and hundreds of similar projects into the future; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduced vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW THEREFORE BE IT RESOLVED AND IS HEREBY FOUND, DETERMINED, AND ORDERED by the City Council of the City of Menlo Park, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The fiscal year 2018-19 list of projects planned to be funded with RMRA revenues include the projects in "Exhibit A."

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at by the City Council of the City of Menlo Park on the twenty-fourth day of April, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Menlo Park this twenty-fourth day of April, 2018.

Judi A. Herren, City Clerk

Exhibit A - Planned Projects for RMRA FY18-19 Revenues

TABLE A-1

Summary of projects planned to be funded by RMRA FY18-19 revenues

Project	Description	Location	Completion Date	Est. Useful Life (Yrs)
2018 Street Preventive Maintenance Project	Annual project to rehabilitate streets throughout the City. City's Pavement Management Program assesses the condition of existing streets and assists in the selection process.	See Table A-2	End of 2018	12-15
Chrysler Stormwater Pump Station Improvements	Project involves upgrading and/or replacing approximately 60 year old electrical equipment and pumps at the Chrysler Pump Station.	1221 Chrysler Drive, Menlo Park	Multiyear project with construction anticipated to begin in 2019.	20 (Mech. Equipment) 50 (Building/Structure)
On-Call Asphalt and Concrete Repair Services	Annual project to improve the timeliness of street repairs that ensure the safety of pedestrians and roadway users.	Citywide	Ongoing repairs occurring within fiscal year 2018-19.	12-15
Sidewalk Repair Program	Annual project to eliminate sidewalk tripping hazards caused by City tree root damage.	Citywide	Ongoing repairs occurring within fiscal year 2018-19.	30
Transportation Projects (Minor)	Annual project to enhance crosswalks, close bicycle lane gaps, modify traffic signals, install signage/stripping, and restore routine maintenance levels for more timely response to resident complaints.	Citywide	Ongoing projects with construction occurring within fiscal year 2018-19.	Varies by project from 10-30

TABLE A-2
Menlo Park Streets included in the 2018 Street Preventive Maintenance Project

Item	Street Name	Begin Cross Street	End Cross Street
1	Tioga Dr	Lassen Dr	Trinity Dr
2	Atkinson Ln	Santa Cruz Av	End of Lane
3	Poppy Av	Evergreen St	Magnolia St
4	Oakdell Dr	Olive St	Lemon Av
5	Bay Laurel Dr	Olive St	Amber Wy
6	Saxon Wy	Windsor Dr	End of Way
7	Werth Av	Windsor Dr	Arbor Rd
8	Princeton Rd	Creek Dr	College Av
9	Cornell Rd	Creek Rd	Cambridge Av
10	Stone Pine Ln	El Camino Real	200' NE of El Camino Real
11	Garwood Wy	Encinal Av	420' S of Encinal Av
12	East Creek Dr	Alma St	Willow Rd
13	Linfield Dr	Waverley St	Middlefield Rd
14	Gloria Cir	Seminary Dr	End of Circle
15	Seminary Dr	Middlefield Rd	Alder Pl
16	Seminary Dr	Alder Place	Santa Monica Av
17	Santa Monica Av	Coleman Wy	San Luis Dr
18	Brady Pl	Seminary Dr	End of Place
19	Alder Pl	Seminary Dr	End of Place
20	Hanna Wy	Seminary Dr	End of Way
21	Elmwood Pl	Hanna Wy	End of Place
22	Riordan Pl	Hanna Wy	End of Place
23	Riordan Pl	Coleman Wy	Riordan Pl
24	Pepperwood Ct	Seminary Dr	End of Court
25	Marmona Ct	Marmona Dr	End of Court
26	Robin Wy	Marmona Dr	Lexington Dr
27	Concord Dr	Woodland Av	Marmona Dr
28	Barton Wy	Concord Dr	Gilbert Av
29	Barton Pl	Barton Wy	End of Place
30	Sonoma Pl	Sonoma Av	Van Buren Rd
31	Van Buren Rd	50' E of Sonoma Av	Menlo Oaks Dr
32	Oakland Av	Bay Rd	Van Buren Rd
33	Henderson Av	Bay Rd	Van Buren Rd
34	Haven Av	Pave change (bend)	Haven Ct

35	Haven Ct	Haven Av	End of Court
36	Market Pl	Alpine Av	Del Norte Av
37	Ringwood Av	Pierce Rd	Market Pl
38	Hollyburne Av	Pierce Rd	Newbridge St
39	Almanor Av	Hamilton Av	Terminal St
40	Carlton Av	Ivy Dr	Hamilton Av
41	Hazel St	Hamilton Av	Sandlewood St
42	Ginger St	Hamilton Av	Sandlewood St
43	Sandlewood St	57' E of Chilco Av	145' E of Ginger St
44	Alpine Av	Market Pl	Pierce Rd
45	Pierce Rd	Market Pl	Del Norte Av
46	Ivy Dr	Almanor Av	Market Pl
47	Modoc Av	Ivy Dr	Terminal Av
48	Almanor Av	Ivy Dr	Hamilton Av
49	Windermere Av	Ivy Dr	Hamilton Av
50	Ivy Dr	Henderson Av	Sevier Av

THIS PAGE INTENTIONALLY LEFT BLANK



STAFF REPORT

City Council

Meeting Date:

4/24/2018

Staff Report Number:

18-089-CC

Consent Calendar:

Adopt Resolution No. 6434 accepting dedication of a public access easement at 937 Hamilton Ave. and authorize the public works director to sign agreements as required for the public access easement

Recommendation

Staff recommends that the City Council adopt Resolution No. 6434 accepting dedication for a public access easement at 937 Hamilton Ave., and authorize the public works director to sign agreements as required for the public access easement.

Policy Issues

In order for the access easement to become public, it must be accepted by the City. The current practice is for City Council to accept easements and dedications on a project-by-project basis. As a policy matter, the City Council could consider authorizing the city manager to accept easements and dedications under certain conditions. Staff intends to present the City Council with options to consider in coming months to streamline the acceptance process.

Background

On December 6, 2016, the City Council adopted three new zoning ordinances within the Bayfront land use designation (formerly M-2 area). The new ordinance requires frontage improvements for building modifications or additions under certain conditions. Specifically, Section 16.45.110 (R-MU Zoning) stipulates requirements for new curb, gutter, sidewalk, streetlights, and street trees to the maximum extent feasible for any remodel exceeding \$500,000 in value or 10,000 sq.ft. in expanded building footprint.

On January 30, 2018, the City issued a building permit for a \$1,500,000 interior remodel at 937 Hamilton Ave. subject to frontage improvements pursuant to zoning ordinance 16.45.110. The construction of these off-site improvements shall be complete before building final occupancy and is imperative to pedestrian safety as the existing frontage consists of landscape along graded berms. A public access easement is necessary to construct the frontage improvements in compliance with Americans with Disabilities Act standards and tree preservation guidelines, as described further in the analysis section.

Analysis

On January 30, 2018, the City issued a building permit for a 4,300 sq.ft. interior remodel at 937 Hamilton Ave., valued at \$1,500,000, subject to frontage improvements pursuant to zoning ordinance 16.45.110. Particular to the project, these frontage improvements include new sidewalk, curb, gutter and driveways.

A dedicated easement was deemed necessary to construct the off-site improvements with respect to the following constraints:

- There are four heritage trees in the public right-of-way that would be affected by the sidewalk.
- There are various utility structures including water meters and a backflow preventer in the public right-of-way that would be affected by the sidewalk.
- The frontage is defined by a 12"-24" berm that would adversely affect Americans with Disabilities Act (ADA) compliance.
- The public access easement (PAE) allows for a meandering sidewalk behind the berm at a gentler grade.

It should be noted that the proposed work is within the footprint of the proposed Willow Village project by Facebook.

Impact on City Resources

The staff time associated with review and development of the easement dedication is fully-recoverable through fees collected from the applicant.

Environmental Review

The acceptance of the dedication of public access easement and right-of-way are categorically exempt under Class 1 of the current State of California Environmental Quality Act Guidelines.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Resolution No. 6434
- B. Legal description for public access easement

Report prepared by:
Michael Fu, Associate Civil Engineer

Report reviewed by:
Theresa Avedian, Senior Civil Engineer

RESOLUTION NO. 6434

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
ACCEPTING DEDICATION OF A PUBLIC ACCESS EASEMENT AT 937
HAMILTON AVE**

WHEREAS, on January 30, 2018, the City issued a building permit for a tenant improvement at 937 Hamilton subject to frontage improvements, including new sidewalk, curb, ramps, and driveways, prior to final occupancy of the building.

WHEREAS, a Public Access Easement was deemed necessary for the construction of such frontage improvements in order to preserve existing trees and conform to American with Disabilities Act (ADA) grading requirements in the best interest of the residents of Menlo Park.

WHEREAS, notice of said public hearing was duly made by publication, mailing, and posting as required by law, and proof thereof is on file with the City Clerk of the City of Menlo Park; and

WHEREAS, no protests were filed with or received by said City Council.

NOW, THEREFORE, the City of Menlo Park, acting by and through its City Council, having considered and been fully advised in the matter and good cause appearing therefore,

BE IT AND IT IS HEREBY RESOLVED by the City of Menlo Park

- A) that said City Council does hereby accept, to the full extent permitted by law, the Public Access Easement within the property at 937 Hamilton Avenue, described on the legal plats, Attachment B, attached hereto and by the legal description of said public access easement on file in the Engineering Division, and said Exhibits and legal descriptions are incorporated herein and made a part hereof; and
- B) that said Public Access Easement is consistent with the General Plan

I, Judi A. Herren, City Clerk of the City of Menlo Park, do hereby certify that the above and foregoing resolution was duly and regularly passed and adopted at a meeting by said City Council on this twenty-fourth day of April, 2018, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City Council on this twenty-fourth day of April, 2018.

Judi A. Herren, City Clerk

EXHIBIT 'A'
LEGAL DESCRIPTION
PUBLIC ACCESS EASEMENT
937 HAMILTON AVENUE (MPK 48)

PUBLIC ACCESS EASEMENT

REAL PROPERTY SITUATE IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL "J", AS SAID PARCEL IS SHOWN ON THAT MAP ENTITLED "MENLO INDUSTRIAL CENTER", FILED FOR RECORD IN VOLUME 99 OF MAPS AT PAGES 81 THROUGH 83, SAN MATEO COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF HAMILTON AVENUE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID PARCEL "J";

THENCE WESTERLY ALONG SAID NORTHERLY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 46° 28' 10" WEST, HAVING A RADIUS OF 140.00 FEET, THROUGH A CENTRAL ANGLE OF 22° 49' 14" FOR AN ARC LENGTH OF 55.76 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 140.00 FEET, THROUGH A CENTRAL ANGLE OF 1° 33' 56" FOR AN ARC LENGTH OF 3.83 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 67° 55' 00" WEST, 4.50 FEET;

THENCE LEAVING SAID NORTHERLY LINE THE FOLLOWING FOUR (4) COURSES:

1 – NORTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 85° 54' 29" EAST, HAVING A RADIUS OF 11.50 FEET, THROUGH A CENTRAL ANGLE OF 9° 05' 12" FOR AN ARC LENGTH OF 1.82 FEET TO A POINT OF REVERSE CURVATURE,

2 – ALONG THE ARC OF A REVERSE CURVE HAVING A RADIUS OF 3.00 FEET, THROUGH A CENTRAL ANGLE OF 54° 14' 16" FOR AN ARC LENGTH OF 2.84 FEET,

3 – NORTH 67° 47' 31" WEST, 125.82 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND

4 – ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 24.00 FEET, THROUGH A CENTRAL ANGLE OF 33° 48' 16" FOR AN ARC LENGTH OF 14.16 FEET TO A POINT ON THE NORTHERLY LINE OF HAMILTON AVENUE;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 21° 08' 07" WEST, HAVING A RADIUS OF 735.00 FEET, THROUGH A CENTRAL ANGLE OF 0° 43' 20" FOR AN ARC LENGTH OF 9.27 FEET;

THENCE LEAVING SAID NORTHERLY LINE THE FOLLOWING FOUR (4) COURSES:

1 – NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 26° 43' 11" EAST, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 48° 55' 40" FOR AN ARC LENGTH OF 25.62 FEET,

2 – SOUTH 67° 47' 31" EAST, 126.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 32° 53' 10" WEST,

3 – ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 9.00 FEET, THROUGH A CENTRAL ANGLE OF 62° 06' 31" FOR AN ARC LENGTH OF 9.76 FEET TO A POINT OF REVERSE CURVATURE, AND

4 – ALONG THE ARC OF A REVERSE CURVE HAVING A RADIUS OF 5.50 FEET, THROUGH A CENTRAL ANGLE OF 51° 38' 08" FOR AN ARC LENGTH OF 4.96 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 933 SQUARE FEET OF LAND, MORE OR LESS, AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



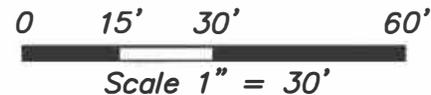
RICHARD J. HICKENBOTTOM, LS 8654
LICENSE EXPIRES: 12/31/19

1/30/18

DATE



PARCEL "J" (99 M 81-83)



R=30.00'
D=48°55'40"
L=25.62'

PUBLIC ACCESS EASEMENT
AREA = 933± S.F.

S26°43'11"E(R)

S67°47'31"E 126.53'

S32°53'10"W(R)

R=9.00'
D=62°06'31"
L=9.76'

R=5.50'
D=51°38'08"
L=4.96'

R=735.00'
D=0°43'20"
L=9.27'

S21°08'07"W(R)

R=24.00'
D=33°48'22"
L=14.16'

R=3.00'
D=54°14'16"
L=2.84'

R=11.50'
D=9°05'12"
L=1.82'

N85°54'29"E(R)

N67°55'00"W
4.50'

P.O.B. R=140.00'
D=22°49'14"
L=55.76'

R=140.00'
D=1°33'56"
L=3.83'

S46°28'10"W(R)

HAMILTON AVENUE
(60' PUBLIC R/W)

LEGEND

- (R) RADIAL BEARING
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.A.E. PUBLIC ACCESS EASEMENT
- S.F. SQUARE FEET
- M MAPS



1/30/18



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796
www.kierwright.com

EXHIBIT "B"
PUBLIC ACCESS EASEMENT
937 HAMILTON AVENUE (MPK 48)

MENLO PARK, PAGE 61

CALIFORNIA

DATE	JANUARY 2018
SCALE	1" = 30'
BY	RJH
JOB NO.	A13686-9
SHEET	1 OF 1

THIS PAGE INTENTIONALLY LEFT BLANK



STAFF REPORT

City Council Meeting Date: 4/24/2018
Staff Report Number: 18-086-CC

Consent Calendar: Authorize the city manager to enter into master professional agreements with Liebert Cassidy Whitmore, Sloan Sakai Yeung & Wong LLP, Robert Half, and Maze and Associates for professional and contract services

Recommendation

Staff recommends that the City Council authorize the city manager to enter into master professional agreements for a three-year period for professional and contract services with Liebert Cassidy Whitmore, Sloan Sakai Yeung & Wong LLP, Robert Half, and Maze and Associates up to the fiscal year's budgeted amount.

Policy Issues

This action is consistent with past practices in which master professional agreements have been established to streamline the request for proposal and purchase requisition process on a per project basis.

Background

The City has utilized contract services through the master professional agreement process to augment city staff on an as-needed basis over the past two decades. The use of master professional agreements establishes continuity with contract personnel that are familiar with the regulations and policies of the City of Menlo Park and helps to streamline the work of the city. City Council authorization is required for the city manager to execute master professional agreements in excess of his financial authority.

Analysis

The City regularly uses professional and contract services to supplement its regular and temporary workforce, particularly in cases where the services are highly specialized. The administrative services department utilizes professional and contract services to consult over employee and labor relations, assist with financial reporting and audit preparation, and to augment project teams or backfill vacancies in the Information Technology and Finance divisions.

Human Resources

The Human Resources Division has recently experienced the need for additional legal expertise for complex administrative investigations, disciplinary proceedings and interpretation of regulations. The division also continues to negotiate with one bargaining unit for a successor agreement to a memorandum of understanding, which expired June 30, 2017. The city has utilized the services of Liebert Cassidy Whitmore (LCW) and Sloan Sakai Yeung & Wong LLP (formerly Renne Sloan Holtzman Sakai LLP) to provide expert counsel on labor and employee relations. Additionally, LCW represents the city on legal

matters pertaining to employee relations, while Sloan Sakai Yeung & Wong LLP advise and/or lead the city's negotiating team during employee contract discussions. Allowing the city manager to enter into master professional agreements with these two firms allows for continuity of service and shortens the timeline for providing service in employee relations cases. The current year budget for legal services is \$160,000.

Finance

The Finance Division has experienced a growing vacancy rate since October 2017, with a current year budget vacancy rate of nearly 40 percent, and will further lose the division's longest tenured employee to retirement near the end of the calendar year. While recruitments are ongoing, the division has backfilled staff with temporary and contract workers, a large number of whom are supplied by the Accountemps division of Robert Half, Inc. These backfilled staff are funded using salary savings and have been previously below the city manager's financial authority. A master professional agreement will allow for continuity of contract workers and knowledge transfer until the conclusion of the recruitment process, in addition to potential to backfill any future vacancies.

In addition to vacancies, the Finance Division is responsible for conducting an interim audit, annual audit, and a number of reports to other government agencies each year. Due to the seasonal and highly specialized nature of this work, the City has used the services of Maze and Associates as well as a number of other professional services in recent years. City staff have found the work product of Maze and Associates to be of exceptional quality and one of the contributing reasons that the Comprehensive Annual Financial Report (CAFR) for fiscal year 2016-17 was completed in a timely manner. A master professional agreement will allow the city to continue utilizing these services in excess of the city manager's financial authority. Projects would include interim and annual audit preparation, request for proposal (RFP) development for audit services, and internal control and process audits. The current year budget for contract services is \$76,000.

Information Technology

In the City Council meeting held February 28, 2017, staff requested additional information technology staffing resources in the Administrative Services Department to address the needs identified in the Information Technology Master Plan. As approved by the City Council at that time, the staffing request included an information technology resource consisting of a contracted network and systems engineer whose contract term either would be long-term or on a project-by-project basis as the need requires. Staff has identified and previously obtained the contract staffing services of Robert Half, Inc. to fill this staffing resource need and would like to incorporate this vendor in a three-year master professional services agreement. The current year budget for contract services is \$427,000.

Impact on City Resources

The budgeted amount for contract and legal services in fiscal year 2017-18 is \$760,000 and sufficient funds remain for each recommended master professional agreement. Expenditures to support contract and legal services will be proposed in future fiscal year budgets as determined to be necessary.

Environmental Review

Entering into a master professional agreement is not deemed a project under the California Environmental Quality Act (CEQA).

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Report prepared by:

Dan Jacobson, Finance and Budget Manager

Lenka Diaz, Human Resources Manager

Gene Garces, Information Technology Manager

Nick Pegueros, Administrative Services Director

THIS PAGE INTENTIONALLY LEFT BLANK



STAFF REPORT

City Council Meeting Date: 4/24/2018
Staff Report Number: 18-095-CC

Public Hearing: Adopt Resolution No. 6436 amending the City's comprehensive master fee schedule for Community Development, Community Services, Library, Police and Public Works

Recommendation

Staff recommends City Council adopt Resolution No. 6436 amending the City's master fee schedule to incorporate proposed changes in fees to become effective immediately; July 1, 2018; July 1, 2019; or as required by statute for the following departments: Community Development, Community Services, Library, Police and Public Works.

Policy Issues

The City Council adopts fees to recover the cost for services to minimize the demand on general taxes for services that have an individual benefit. To guide the establishment of fees, the City Council adopted a user fee cost recovery policy March 9, 2010.

Background

The master fee schedule reflects fees charged by all city departments. Amendments typically occur annually so that fees reflect current costs to provide services, to bring fees closer to full cost recovery targets, to add new fees when applicable for new city services, and/or to eliminate fees for discontinued services. The most recent update to the master fee schedule was approved by the City Council for fees effective July 2016. No updates have been made pending the completion of a cost of services study, which was transmitted to the City Council at the February 13, 2018, study session.

The City imposes different categories of fees with different requirements regarding how fees are set or changed:

- Fees and charges for use of facilities, services and access to property: these fees are elective on the part of the customer/user. The purpose of these fees and charges is to generate revenues for access or use of the service or facility. There is no legal restriction on the amount of such fees or charges, and they can be effective immediately.
- Property development processing fees: these include fees for building and use permits, variances, building inspections, map applications and planning services. These fees cannot exceed the reasonable cost of providing the service. Any new fee or increase to existing fees in this category can be effective no sooner than 60 days after approval by City Council.
- Fees relating to public records act requests and copies of documents and reports: these fees are limited to the actual cost of copying (not including personnel time to copy) or the statutory amount, whichever is less. There are no changes recommended for any fees in this category at this time.

Identifying the cost components of providing services is integral to the establishment of the fees and cost recovery rates. Accordingly, a detailed cost study was identified as a priority project for the fiscal year 2016-17 budget and completed in 2018. Staff has prepared the following recommendations using analyses provided by the Cost of Services Study, using updated cost information and guidance from City Council provided at the February 2018 study session.

The recommendations presented by staff in this report ensure not only that charges are aligned with cost recovery levels defined in the cost recovery fee policy, but are also proposed to keep pace with the costs of providing services which are driven primarily by personnel costs, and are responsive to demands for these services within the community.

The attached schedules summarize the current fees, proposed fees and effective dates. The recommended changes are based on factors further discussed in each section. Fees for which there are no recommended changes are not listed unless provided for comparison purposes.

Analysis

Cost of Services Study

On February 13, 2018, staff presented the results of comprehensive cost of services study at a public meeting after the report was transmitted to the City Council as an informational item on the February 6, 2018 City Council agenda. The study was prepared by Capital Accounting Partners and provides a snapshot of the actual cost incurred by the City to provide a range of services, inclusive of indirect costs, as of the adopted budget for fiscal year 2017-18.

In summary, the report found that fees for development services (planning, building and engineering) are \$1.73 million below full cost recovery. The analysis was completed using the fiscal year 2017-18 budget, which was prepared before labor agreements provided for compensation increase to employees. As adjusted for compensation increases of 4.8 percent in October 2017 and another 3.6 percent in July 2018, the total subsidy increases to \$1.89 million. While the study provides support for fee adjustments, the actual setting of fees is at the discretion of the City Council and, generally, should not exceed the full cost of the service as determined by the study.

The sections to follow provide a department-by-department review of the recommended fee changes. In each section, staff has summarized the subsidy determined by the fiscal year 2017-18 cost of services study as well as the percent fee increase necessary to achieve full cost recovery. Individual fees may vary from the summary in this report and every effort was made to identify and discuss in this report only the most significant changes.

Community Development

The bulk of Community Development fees are collected as a result of building projects. As mentioned above, the most recent comprehensive review of building fees was completed over 10 years ago and fee adjustments were made in 2009 to achieve full cost recovery. Since 2009, there has been no annual adjustment to the building fee schedule.

For building plan check services, the fiscal year 2017-18 cost of services study found that building permit and plan check fees recovery only 69.7 percent of direct and indirect costs. The subsidy of building services as of July 1, 2018, will be \$1.54 million requiring an overall increase in Building Division revenue of 43.5 percent. In addition, to maintain pace with increased costs and in accordance with the consultant's recommendation, an adjustment of 3 percent is required to adjust for known personnel cost increases effective July 1, 2019. Annual adjustments to keep pace with personnel costs has the benefit of minimizing

the need for a significant increase in fees at some point in the future should the City Council desire to achieve full cost recovery.

While the required overall adjustment of 43.5 percent is substantial, it is critical to note that building fees have not been updated in almost a decade. In that time, inflation as measured by the consumer price index for the San Francisco-Oakland-Hayward region totaled 24.7 percent. In addition to inflation, the department has experienced expansion resulting from greater demand over the past several years. While the expansion has resulted in new revenue and costs, the fiscal year 2017-18 cost of services study finds that the City's fees are insufficient to fully recover the direct and indirect costs of providing for the expanded services.

The following table outlines the increase effective July 1, 2018, on two sample projects should the City Council desire to achieve full cost recovery:

Table 1: Fee comparison - current fee versus full cost recovery			
Example building project	Current fee	Full cost recovery	% increase
Single-family residential sq. ft. addition			
Plan check fee	\$1,577	\$2,437	55%
Permit fee	\$1,388	\$1,752	26%
Total	\$2,965	\$4,189	41%
Office - complete 1,000 sq. ft. addition			
Plan check fee	\$10,972	\$16,957	55%
Permit fee	\$4,580	\$5,780	26%
Total	\$15,552	\$22,797	46%

Phased implementation of fee increases

Consistent with the City Council's user fee and cost recovery policy, staff published a fee schedule that allows the City Council to set the fees at full cost recovery effective July 1, 2018, and further provides for an adjustment of 3 percent effective July 1, 2019. Upon consideration of the significant increase in building plan check fees, the City Council may consider phasing in the fee increase over a four-year period.

While any fee increase below 43.5 percent effective July 1, 2018, will perpetuate subsidy of building services the City Council has discretion of acknowledging the impact of such a significant increase on the community and adjusting the increases accordingly. The City Council has further discretion to set adjust fees by occupancy type in recognition of the impacts on specific populations within the community.

For example, a decision could be made to phase-in the increase over four years for single-family residential occupancy and a different or no phase-in for all other occupancy types.

The following illustrates the impact of phasing in the fees on two project types:

Table 2: Fee comparison - phased implementation over four years			
Example building project	Current fee	Year 1 of 4 implementation	% increase
Single-family residential 1,000 sq.ft. addition			
Plan check fee	\$1,577	\$1,827	16%
Permit fee	\$1,388	\$1,510	9%
Total	\$2,965	\$3,337	13%
Office - complete 1,000 sq.ft. addition			
Plan check fee	\$10,972	\$12,716	16%
Permit fee	\$4,580	\$4,983	9%
Total	\$15,552	\$17,699	14%

If phased in over any number of years, the subsidy identified by the fiscal year 2017-18 cost of services study will diminish to zero over period. The example below reflects the annual and cumulative subsidy over a four-year period by single-family residential building projects and all other projects.

Table 3: Impact on revenue: 4-year Phased implementation v. Full cost recovery					
	2018-19	2019-20	2020-21	2021-22	Cumulative
Single-family residential projects					
Immediate implementation	\$287,961	\$296,600	\$305,498	\$314,663	\$12,047
Phased implementation	\$7,866	\$104,888	\$157,332	\$314,663	\$665,549
Subsidy	(\$209,295)	(\$191,712)	(\$148,166)	\$0	(\$549,172)
All other projects					
Immediate implementation	\$1,247,830	\$1,285,265	\$1,323,823	\$1,363,538	\$5,220,455
Phased implementation	\$340,884	\$454,513	\$681,769	\$1,363,538	\$2,840,704
Total	(\$908,946)	(\$830,752)	(\$642,054)	\$0	(\$2,379,751)

Additional considerations for Community Development

- Unchanged fees. Document preparation and storage, state mandated fees, and surcharges for technology and the general plan update remain unchanged.
- Time and motion study for certain large commercial occupancy types. The City has experienced the construction of certain large commercial occupancy types that require a unique level of effort that is beyond the analysis completed as part of the 2009 and 2017 Cost of Services studies. In many regards, these projects are so unique that the cost to provide service has the potential to fluctuate widely depending on number of factors that are outside of the City's control. In whole, the estimation is that the current fee schedule accounts sufficiently for level of service required for unique commercial occupancy types. Nonetheless, the frequency of these projects in recent years and anticipated in the next several

years suggests that the City should undertake an in-depth time and motion study to more fully assess the cost of providing service to these projects. Staff recommends conducting the study and, with added data, reevaluated the fee schedule for those large commercial occupancy types.

City Council questions from February 13, 2018 study session

During the study session, two questions were posed about the recommendations made by the consultant, Capital Accounting Partners (CAP). In each case, staff recommends against pursuing the alternative and to maintain the current fee determination method.

1. Converting certain planning fees from time and materials to a flat fee

Staff examined three periods including December 2015 – June 2016, July 2016 – December 2017, and January 2017 – June 2017 as a data set, and investigated the feasibility of using a flat fee instead of time and materials. In these periods, a total of 60 projects were examined and used to determine the appropriate average fee, creating a proxy for a flat fee. When using a modified average, which excluded outliers, the additional per-project cost was calculated to be \$1,230 when using a flat fee. Of the 60 projects included in the dataset, 31 fell below the calculated average and would have experienced an increased fee amount if using a flat fee method. In addition to raising costs on 31 of 60 projects, the City would experience lost revenue of \$87,500 over these periods compared to the time and material method of fees due to under-charging complex or controversial projects. In summary, changing the fee basis from time and materials to a flat fee basis would result in smaller projects subsidizing larger projects which staff understands to be contrary to the adopted City Council cost recovery policy for community development services. Based on this analysis, staff recommend that a flat fee method not be adopted and the time and materials method continue.

2. Adopting a surcharge to establish a Building Division reserve fund

Due to the cyclical nature of economic conditions and the time necessary to increase or decrease the capacity of the Building Division, a reserve fund could provide the option for the city to smooth the effects of lost revenue and lower demand thereby retaining valued institutional talent and capacity through a slowdown. CAP advised the City Council to prepare for a downturn by creating a reserve fund and funding it through a temporary increase in fees. The City Council asked to staff to further evaluate the recommendation and return with additional analysis.

Staff examined both historical effects of a cyclical economy and the near-term potential effect of a rate increase to fund a reserve. Prior experience, including the severe period including the most recent recession, does not indicate that the city had a lack of capacity in the Building Division that materially inhibited development upon the return of an economic upswing. Beyond the historical experience, potential and confirmed projects over the next several years mitigate the possibility of facing substantially different structural conditions in the immediate term. When looking forward, the compounding effect of fee increases over a number of years creates the possibility of charging a rate that is substantially disconnected from the true cost of providing services. The escalation of fees inflated by a component to fund a reserve runs the risk of disproportionately affecting a small number of builders in the near term and significantly distancing the rate charged from the true cost of providing services. As a result, staff does not recommend the creation of a reserve fund. The present model of providing building division services through a combination of regular staff and contract services appears to be the best current alternative.

In summary, Community Development fees may be increased to the maximum amount identified in the fiscal year 2017-18 cost of services study, \$1,535,791. Alternatively, the City Council could set fees at a lower rate, implement the fees over a period of time, or adjust fees based on occupancy type.

Community Services

As part of the fiscal year 2017-18 cost of services study, the consultant reviewed costs in the Community Services Department across a number of fee services. As discussed at the City Council study session, staff is recommending fee increases that maintain the cost recovery ratio outlined in the report. Unlike Community Development, the department's various programs have a variety of cost recovery levels under the City Council adopted User Fee and Cost Recovery policy. Additionally, Community Services has historically adjusted their fees in accordance with operating business models, period market surveys of comparable services in neighboring communities, and overall demand management.

The adjustments in the following table reflect a modest 3 percent increase in most areas. It should be noted that the cost recovery percentage listed in the table is as of July 1, 2017, which was before personnel cost increases resulting from negotiated labor agreements. Those agreements provided a 4.8 percent increase in October 2017 and another 3.6 percent increase in July 2018. As such, while a fee increase of 8.57 percent would be justified to maintain the cost recovery ration outlined in the Cost of Services Study report. While the target was 3 percent for the high volume activities, such as child care, some services such as rentals are increasing at a higher percentage but a low dollar amount. For example, "Drop in Fee" for basketball is increasing 100 percent from \$1.00 to \$2.00.

Program area	2017-18 revenue	Cost recovery per 2017-18 cost services study	Recommended fee increase	Estimated 2018-19 revenue increase
Seniors	\$22,000	13%	3%	\$660
Preschool child care	\$988,000	77%	3%	\$29,640
School age child care	\$480,500	59%	3%	\$14,415
Onetta Harris Community Center	\$55,000	10%	3%	\$1,650
Youth sports	\$530,000	10%	3%	\$14,950
Adult sports	\$200,000	52%	3%	\$5,100
Gymnastics	\$1,625,000	81%	6%	\$97,500
Arrillaga Family Recreation Center	\$322,000	76%	3%	\$9,660
Community facilities	\$360,000	33%	3%	\$10,800
Total	\$4,780,500			\$184,375

In summary, the Community Services recommended changes are estimated to reduce subsidies by \$184,375 in fiscal year 2018-19.

Library

All other library fees are set by the Peninsula Library System and are therefore unchanged. The department no longer offers test proctoring as a service to the community and staff recommends these fees be removed from the master fee schedule. This change has no impact on city resources.

Public Works

Similar to Community Development, the fiscal year 2017-18 cost of services study found that the services provided by the Public Works Department in large part surrounding land development are subsidized by the

General Fund. The most significant changes are noted below:

Improvement plan review fees

The current fee for improvement plan reviews are composed of two elements. First, the city charges a base fee and a percentage of the engineer's cost estimate for the project. In the case improvement plan review of multifamily residences, commercial and industrial projects, the current base fee is \$700 and 3 percent of the engineer's cost estimate with final fee based on staff hourly billing rates. This service includes two full reviews and applies to grading and drainage, subdivision improvements, and engineering reviews to ensure conformity with conditions of approval, pre-application submittals and miscellaneous reviews. Through the consultant's analysis of the services provided by the city's engineering staff, it was found that a higher base fee of \$4,820 and a 5.35 percent of cost estimate provide a fee that sufficiently recovers the cost of services provided. Based on the volume of this service, approximately 56 reviews in the past year, the recommend fee increase will eliminate the current subsidy of \$222,880.

Plan review and inspections fee based on percent of engineer's cost estimate. For several categories, primarily improvement plan reviews, the study found that the 3 percent of engineers cost estimate results in a subsidy for these services for \$551,376. An increase in the percent of engineer's estimate from 3 percent to 5.35 percent will eliminate the current subsidy of \$551,376.

Minor encroachments

The City's current fee recovers 75 percent of costs to provide the service. During the study, the consultant found that this service was provided over 314 time in the previous year. An increase in the fee from \$500 to \$663 will eliminate the current subsidy of \$51,182.

Heritage tree permit

The City's current fee recovers 64 percent of costs to provide the service. An increase in the fee from \$135 to \$210 will eliminate the current subsidy of \$13,950.

Annexations

The City's current fee recovers only 31 percent of costs to provide the service. The recommendation is to increase the fee from \$1,400 to \$4,468 however; the fiscal impact is expected to be minimal given the frequency of annexations. An increase in the fee from \$1,400 to \$4,468 will eliminate the current subsidy of \$3,068 per annexation application.

Other fee changes

The following fees are recommended for elimination

- Amended parcel map and amended final map
- Initial review for single and multifamily residences and consolidation into a base fee and additional percentage of cost estimate if needed
- Consolidation of construction inspection fees and implementation of a time and materials rate structure

In summary, the Public Works recommended changes are estimated to reduce subsidies by \$839,388 in fiscal year fiscal year 2018-19.

Impact on City Resources

User fees provide a significant source of cost recovery for the city. The recommended revisions to the Master Fee Schedule will be built into the fiscal year 2018-19 budget recommendations and will help in maintaining service levels in the current fiscal year. The estimated annual net increase in general fund

revenue resulting from the elimination or reduction of subsidies on services by department are as follows:

Department	Recommended fee increases
Community Development	\$1,535,791
Public Works	\$839,388
Community Services	\$184,375
Total	\$2,559,554

Environmental Review

Adoption of a master fee schedule is categorically exempt under current California Environmental Quality Act guidelines.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Additionally, the public hearing notice was published in the Daily News March 30, 2018, and April 6, 2018.

Attachments

- A. Master fee schedule recommendations
- B. Resolution No. 6436 amending city fees and charges

Report prepared by:

Dan Jacobson, Finance and Budget Manager
John McGirr, Revenue and Claims Manager
Nick Pegueros, Administrative Services Director

ATTACHMENT A

Department - Area - Service	Current Fee	Unit	Additional Fee Notes	Recommended Fee	
				Effective July 1, 2018	Effective July 1, 2019
Community Services					
Promotional Discounts – sliding scale – 5% to 15%					
Menlo Madness					
Weekly Camps - fee dependent on camp	\$150.00 to \$386.00	per week		\$155.00 to \$398.00	\$159.00 to \$410.00
Camp Registration Deposit	\$25.00		(non-refundable)		
Extended Care – 10 hours a week	\$50.00			\$52.00	\$54.00
(Non-resident fees are 135% of resident fee unless a non-resident fee is listed) (2 hour minimum)					
Arrillaga - Weekend Rentals - Friday evening, Saturday, and Sunday					
Sequoia Room - includes staff, tables, and chairs for inside use.					
Resident	\$200.00	per hour		\$206.00	\$212.00
Non-resident	\$270.00	per hour		\$278.00	\$286.00
Elm Room - includes staff, tables and chairs for inside use.					
Resident	\$75.00	per hour		\$77.00	\$79.00
Non-resident	\$100.00	per hour		\$103.00	\$106.00
Cypress Room – includes staff, tables and chairs for inside use.					
Resident	\$75.00	per hour		\$77.00	\$79.00
Non-resident	\$100.00	per hour		\$103.00	\$106.00
Maple Room – includes staff, chairs for inside use.					
Resident	\$100.00	per hour		\$103.00	\$106.00
Non-resident	\$135.00	per hour		\$139.00	\$143.00
Willow Room - includes staff, tables and chairs for inside use.					
Resident	\$50.00	per hour		\$51.00	\$53.00
Non-resident	\$70.00	per hour		\$72.00	\$74.00
Oak Room - includes staff, tables and chairs for inside use.					
Resident	\$75.00	per hour		\$77.00	\$79.00
Non-resident	\$100.00	per hour		\$103.00	\$106.00
Juniper Room - includes staff, tables and chairs for inside use.					
Resident	\$75.00	per hour		\$77.00	\$79.00
Non-resident	\$100.00	per hour		\$103.00	\$106.00
Large Patio					
Resident	\$200.00	per hour		\$206.00	\$212.00
Non-resident	\$270.00	per hour		\$278.00	\$286.00
Small Patio – additional charge with rental of Oak or Elm Rms					
Kitchen	\$50.00	per hour		\$51.00	\$53.00
Resident	\$40.00	per hour		\$41.00	\$42.00
Non-resident	\$55.00	per hour		\$56.00	\$58.00
Arrillaga - Weekday Rentals (2 hour minimum)					
Sequoia Room – includes staff, tables and chairs for inside use.					
Resident	\$150.00	per hour		\$155.00	\$159.00
Non-resident	\$203.00	per hour		\$209.00	\$215.00
Elm Room - includes staff, tables and chairs for inside use.					
Resident	\$55.00	per hour		\$56.00	\$58.00
Non-resident	\$75.00	per hour		\$77.00	\$79.00
Cypress Room – includes staff, tables and chairs for inside use.					
Resident	\$55.00	per hour		\$56.00	\$58.00
Non-resident	\$75.00	per hour		\$77.00	\$79.00
Maple Room – includes staff, chairs for inside use.					
Resident	\$75.00	per hour		\$77.00	\$79.00
Non-resident	\$100.00	per hour		\$103.00	\$106.00
Willow Room - includes staff, tables and chairs for inside use.					
Resident	\$35.00	per hour		\$36.00	\$37.00
Non-resident	\$50.00	per hour		\$51.00	\$53.00
Oak Room - includes staff, tables and chairs for inside use.					
Resident	\$55.00	per hour		\$56.00	\$58.00
Non-resident	\$75.00	per hour		\$77.00	\$79.00
Juniper Room - includes staff, tables and chairs for inside use.					
Resident	\$55.00	per hour		\$56.00	\$58.00
Non-resident	\$75.00	per hour		\$77.00	\$79.00
Large Patio					
Resident	\$150.00	per hour		\$155.00	\$159.00
Non-resident	\$203.00	per hour		\$209.00	\$215.00
Small Patio – additional charge with rental of Oak or Elm Rms					
Kitchen	\$50.00	per hour		\$51.00	\$53.00
Resident	\$25.00	per hour		\$26.00	\$27.00
Non-resident	\$34.00	per hour		\$35.00	\$36.00
Birthday Party Packages – Residents					
	\$225.00 to \$1,000.00		(non-residents an additional 25%)	\$232.00 to \$1,030.00	\$239.00 to \$1,061.00

Department - Area - Service	Current Fee	Unit	Additional Fee Notes	Recommended Fee	
				Effective July 1, 2018	Effective July 1, 2019
Arrillaga Family Gymnasium					
Court Rental fee (Arrillaga Gym only):					
Resident	\$80.00	per hour		\$82.00	\$84.00
Non-resident	\$108.00	per hour		\$111.00	\$114.00
Monthly Rental Agreement – one month - 10% discount					
Monthly Rental Agreement – 6 – 12 months – 20% discount					
Conference Room Rental	\$30.00	per hour		\$30.00	\$31.00
Arrillaga Family Gymnastics Center					
Gymnastics Classes					
		per hour fee			
1-2 hours	\$15.00	per week		\$16.00	\$16.00
3 hours	\$12.00	per week		\$14.00	\$15.00
6 hours	\$10.00	per week		\$12.00	\$13.00
9 hours	\$9.00	per week		\$11.00	\$12.00
12 hours	\$8.00	per week		\$10.00	\$11.00
15 hours	\$7.00	per week			Eliminate
MCC participant	\$5.00	per hour fee		\$7.00	\$8.00
Private Lessons					
1/2 up to two children	\$35.00			\$37.00	\$38.00
each additional child	\$15.00			No Change	No Change
1 hour – resident					
up to two children	\$60.00			\$65.00	\$67.00
each additional child	\$25.00			No Change	No Change
Low Income – Reduced Fee Program - sliding scale	\$1.50 to \$5.00	per hour		\$5.00 to \$10.00	\$5.00 to \$10.00
Gymnastics Competition Fee				New Fee - Based on Hourly billing rates and expenses	New Fee - Based on Hourly billing rates and expenses
All gymnastics fees for non-residents are 125% of resident fee.					
Birthdays Party Packages – Residents	\$225.00 to \$1,000.00		(non-residents an additional 35%)	\$232.00 to \$1,030.00	\$239.00 to \$1,061.00
Birthdays Party Cancellation Fee	\$50.00				
Room Rentals					
Gymnastics Room					
Resident	\$160.00	per hour		\$160.00	\$165.00
Non-resident	\$200.00	per hour		\$205.00	\$210.00
Fitness Room					
Resident	\$25.00	per hour		\$25.00	\$26.00
Non-resident	\$35.00	per hour		\$36.00	\$37.00
Multi-Purpose Room					
Weekday – Resident	\$35.00	per hour		\$36.00	\$37.00
Weekday – Non-resident	\$50.00	per hour		\$51.00	\$53.00
Weekend – Resident	\$50.00	per hour		\$51.00	\$53.00
Weekend – Non-resident	\$70.00	per hour		\$72.00	\$74.00
Menlo Park Senior Center					
2 hour minimum rental period					
25% for Non-profit use. Only one discount per rental					
Grand Ballroom and Kitchen Rental Fee					
Resident	\$135.00	per hour		\$139.00	\$143.00
Non-resident	\$182.00	per hour		\$185.00	\$190.00
Kitchen Only					
Resident	\$45.00	per hour		\$46.00	\$47.00
Non-resident	\$61.00	per hour		\$62.00	\$64.00
Imagination Room					
Resident	\$55.00	per hour		\$56.00	\$58.00
Non-resident	\$74.00	per hour		\$76.00	\$78.00
Community Room					
Resident	\$55.00	per hour		\$56.00	\$58.00
Non-resident	\$74.00	per hour		\$76.00	\$78.00
Poolside Patio Rental Fee					
Resident	\$115.00	per hour		\$118.00	\$122.00
Non-resident	\$155.00	per hour		\$155.00	\$160.00
Onetta Harris Community Center					
Activity Room Rental Fee					
Resident	\$75.00	per hour		\$79.00	\$81.00
Non-resident	\$101.00	per hour		\$107.00	\$110.00
Art/Class Room Rental Fee					

Department - Area - Service	Current Fee	Unit	Additional Fee Notes	Recommended Fee	
				Effective July 1, 2018	Effective July 1, 2019
Resident	\$32.00	per hour		\$64.00	\$66.00
Non-resident	\$44.00	per hour		\$86.00	\$89.00
Kitchen Rental Fee					
Resident	\$20.00	per hour		No Change	No Change
Non-resident	\$27.00	per hour		No Change	No Change
Conference Room Rental Fee					
Resident	\$29.00	per hour		\$31.00	\$32.00
Non-resident	\$39.00	per hour		\$42.00	\$43.00
Gymnasium Rental Fee					
Resident	\$60.00	per hour		\$63.00	\$65.00
Non-resident	\$81.00	per hour		\$85.00	\$88.00
Drop in Fee					
Basketball	\$1.00			\$2.00	\$2.00
Fitness	\$1.00			\$2.00	\$2.00
Class	\$3.00			No Change	No Change
Athletic Fields Usage – Natural Turf – Non Profit Groups		per hour – per team	(Little League, AYSO, MAASL, etc.)		
Baseball/Softball					
Youth – resident	\$10.00			\$10.50	\$11.00
Youth – non-resident	\$18.00			\$18.50	\$19.00
Adult – resident	\$26.00			\$27.00	\$28.00
Adult – non-resident	\$40.00			\$41.00	\$42.00
Soccer					
Youth – resident	\$16.00			\$16.50	\$17.00
Youth – non-resident	\$26.00			\$27.00	\$28.00
Adult – resident	\$36.00			\$37.00	\$38.00
Adult – non-resident	\$53.00			\$54.50	\$56.00
Athletic Fields Usage – Natural Turf – For Profit Groups And Non-Profit Camps And Clinics		per hour – per group			
Resident	\$33.00			\$34.00	\$35.00
Non-resident	\$72.00			\$74.00	\$76.00
Athletic Fields Usage – Synthetic Turf – Non Profit Groups		per hour – per team	(AYSO, CYSA, MAASL, etc.)		
Soccer					
Youth – resident	\$25.00			\$26.00	\$27.00
Youth – non-resident	\$34.00			\$35.00	\$36.00
Adult – resident	\$40.00			\$41.00	\$42.00
Adult – non-resident	\$54.00			\$55.50	\$57.00
Athletic Fields Usage – Synthetic Turf – For Profit Groups And Non-Profit Camps And Clinics		per hour – per group			
Resident	\$60.00			\$61.00	\$63.00
Non-resident	\$100.00			\$103.00	\$106.00
Lighting Fee – Synthetic Turf – All Groups					
Resident	\$10.00			\$10.00	\$10.00
Non-resident	\$20.00			\$20.00	\$21.00
Tennis Courts					
Yearly Key – Calendar Year					
Purchased Jan through Jun - Residents	\$60.00			\$61.00	\$63.00
Purchased July through Dec - Residents	\$40.00			\$41.00	\$42.00
Purchased Jan through Jun - Non-residents	\$120.00			\$123.00	\$127.00
Purchased July through Dec – Non-residents	\$80.00			\$82.00	\$84.00
Court Rental – Day Use – Up to One Week	\$5.00	per day			
Court Rental – Special Events		per hour			
Resident	\$15.00*			\$16.00*	\$17.00*
Non-resident	\$20.00*			\$21.00*	\$22.00*
			*Hourly Fee in Addition to Yearly Tennis Key Purchase		
Picnic Area: (range based on staff costs and amenities available in each picnic space (number of tables/BBQ)		per hour – per area			
Resident	\$10.00			\$10.00 to \$15.00	\$10.00 to \$15.00
Non-resident	\$15.00			\$15.00 to \$20.00	\$15.00 to \$20.00
Youth Afterschool Sports		per season – per team			
Volleyball					
All Grades – resident	\$527.00			\$543.00	\$555.00
All Grades – non-resident	\$713.00			\$734.00	\$755.00
Basketball					
3rd & 4th Grades – resident	\$636.00			\$655.00	\$670.00

Department - Area - Service	Current Fee	Unit	Additional Fee Notes	Recommended Fee	
				Effective July 1, 2018	Effective July 1, 2019
3rd & 4th Grades – non-resident	\$793.00			\$817.00	\$840.00
5th to 7th Grades – resident	\$818.00			\$843.00	\$865.00
5th to 7th Grades – non-resident	\$984.00			\$1,013.00	\$1,040.00
Adult Sports – Leagues		per season – per team			
Basketball	\$775.00			\$796.00	\$820.00
Softball					
Men's	\$896.00			\$923.00	\$950.00
Co-ed	\$698.00			\$719.00	\$740.00
Noon	\$225.00			\$230.00	\$235.00
Volleyball – Co-ed	\$738.00			\$760.00	\$780.00
Non-resident Team Surcharge	10%		(<50% residents on team)	No change	No change
OHCC Community Classes					
Community/Contract Classes – Sliding Scale	\$1.50 to \$5.00	per hour		No change	No change
Fee Assistance Program/Discounts – sliding scale	\$1.50 to \$5.00		1 to 1 Scholarships pays 1 family member per session	No change	No change
Community Classes – sliding scale – based on income level*				\$25 Resident \$34 Non-resident	\$25 Resident \$34 Non-resident
Extremely Low Income	25%				
Very Low Income	38%				
Low Income	50%				
			*Program fees charged based on income levels set by the San Mateo County Housing Office. Non-resident fees 135% of resident fee.		
Menlo Children's Center School- Seasonal Programs					
2 week Camp					
1st through 5th grades	\$425.00		(Field Trips subject to extra fees)	\$464.00	\$477.00
Middle School grades	\$400.00		(Field Trips subject to extra fees)	\$438.00	\$451.00
Kindergarten	\$550.00		(Field Trips subject to extra fees) (fees are reduced by 5% when pre-enrolling two continuous sessions)	\$593.00	\$610.00
Extended Hours	\$50.00	per week		Eliminate	
1 week Camp – All age groups	\$150.00 to \$380.00	per week fee range		\$155.00 to \$391.00	\$159.00 to \$403.00
Weekly Camps – School Year Breaks	\$258.00			\$268.00 \$333.00	\$276.00 \$342.00
Morning Birds	\$9.50	per hour		Eliminate	
Morning Program – 8:30 am to Noon			(Field Trips subject to extra fees)		
5 days a week	\$549.00	per month		\$566.00	\$582.00
3 days a week	\$348.00	per month		\$359.00	\$369.00
2 days a week	\$244.00	per month		\$252.00	\$259.00
Extended Morning Program – 8:30 am to 2:00 pm			(Field Trips subject to extra fees)		
5 days a week	\$846.00	per month		Eliminate	
3 days a week	\$536.00	per month		Eliminate	
2 days a week	\$376.00	per month		Eliminate	
Wise Owls	\$9.50	per hour		Eliminate	
Menlo Children's Center School-Age Child Care – Afterschool Program					
1st through 5th grades					
Full-time 5 day	\$446.00	per month		\$460.00	\$473.00
Full-time 4 day	\$400.00	per month		\$412.00	\$424.00
Full-time 3 day	\$326.00	per month		\$336.00	\$346.00
Full-time 2 day	\$254.00	per month		\$262.00	\$269.00
Full-time 1 day	\$150.00	per month		\$155.00	\$159.00
Morning Kindergarten					
Full-time 5 day	\$704.00			Eliminate	
Full-time 3 day	\$513.00			Eliminate	
Full-time 2 day	\$401.00			Eliminate	
Afternoon Kindergarten					
Full-time 5 day	\$483.00	per month		\$498.00	\$512.00
Full-time 3 day	\$348.00	per month		\$359.00	\$369.00
Full-time 2 day	\$274.00	per month		\$284.00	\$292.00

Department - Area - Service	Current Fee	Unit	Additional Fee Notes	Recommended Fee	
				Effective July 1, 2018	Effective July 1, 2019
			(Non-resident fees are 135% of resident fee unless a non-resident fee is listed)		
Menlo Children's Center School-Age Child Care – Extended Care					
One-half hour per day					
Resident	\$10.00	per week		Eliminate	
Non-resident	\$13.50	per week		Eliminate	
Menlo Children's Center – Preschool					
Toddler room					
Full-time 5 day	\$1,841.00	per month		\$1,897.00	\$1,953.00
Part-time 3 day	\$1,343.00	per month		\$1,384.00	\$1,425.00
Part-time 2 day	\$1,049.00	per month		\$1,081.00	\$1,113.00
Early pre-school room				\$1,491.00	\$1,535.00
Full-time 5 day	\$1,447.00	per month		\$1,491.00	\$1,535.00
Part-time 3 day	\$1,057.00	per month		\$1,089.00	\$1,121.00
Part-time 2 day	\$825.00	per month		\$850.00	\$875.00
Pre-school room					
Full-time 5 day	\$1,447.00	per month		\$1,491.00	\$1,535.00
Part-time 3 day	\$1,057.00	per month		\$1,089.00	\$1,121.00
Part-time 2 day	\$825.00	per month		\$850.00	\$875.00
Hot Lunch Fee (Friday only)	\$4.00			\$4.50	\$5.00
			(Non-resident fees are 135% of resident fee unless a non-resident fee is listed)		
Belle Haven Programs:					
CDC Preschool		per month	(non-certified program)		
Resident – Full Day	\$959.00			\$1,012.00	\$1,042.00
Resident – Part Day	\$479.00			Eliminate	
Non-resident – Full Day	\$1,295.00			\$1,366.00	\$1,406.00
Non-resident – Part Day	\$647.00			Eliminate	
Toddler – Resident	\$1,086.00			Eliminate	
Toddler – Non-resident	\$1,466.00			Eliminate	
Belle Haven School Age Child Care – Camp Programs					
2 week program – Summer Break					
Kindergarten (resident)	\$159.00			\$163.00	\$168.00
1st through 6th grade (resident)	\$139.00			\$143.00	\$147.00
6th through 8th grade	\$119.00			\$122.00	\$126.00
1 week program – Winter/Spring Breaks					
Kindergarten through 6th grade (non-subsidized)	\$292.00			\$155.00 to \$391.00	\$159.00 to \$403.00
Kindergarten through 6th grade (subsidized)	\$80.00			\$82.00	\$84.00
One Day Program – School Breaks – resident		per day			
Single All Day Care (non-subsidized)	\$62.00			\$63.00	\$65.00
Single All Day Care (subsidized)	\$20.00			\$20.00	\$21.00
			(Field Trips are subject to extra fees)		
			*Program fees charged based on extremely low income levels set by the San Mateo County Housing Office. Subsidized rates for eligible residents only. Non-resident fees 135% of the resident fee.		
Library					
Fees					
Proctor exam – Residents	\$25.00	each		Eliminate	
Proctor exam – Non-residents	\$75.00	each		Eliminate	
Police					
False Alarm Program					
Registration - Initial and Annual Renewal	\$25.00			\$25.00	\$26.00
Standard – False Alarm Response	\$175.00			Eliminate	
First occurrence per year				\$0.00	\$0.00
Second occurrence per year				\$85.00	\$88.00
Third occurrence per year				\$90.00	\$93.00
Fourth occurrence per year				\$95.00	\$98.00
Fifth occurrence per year				\$100.00	\$103.00
Sixth occurrence per year				\$105.00	\$108.00
Each additional occurrence after sixth per year				\$105.00	\$108.00
High Risk – False Alarm Response	\$350.00			Eliminate	
First occurrence per year				\$0.00	\$0.00

Department - Area - Service	Current Fee	Unit	Additional Fee Notes	Recommended Fee	
				Effective July 1, 2018	Effective July 1, 2019
Second occurrence per year				\$170.00	\$175.00
Third occurrence per year				\$180.00	\$185.00
Fourth occurrence per year				\$190.00	\$196.00
Fifth occurrence per year				\$200.00	\$206.00
Sixth occurrence per year				\$210.00	\$216.00
Each additional occurrence after sixth per year				\$210.00	\$216.00
30 Day late charge – additional billing surcharge	10%			No change	
60 Day late charge – additional billing surcharge	10%			No change	
Technology surcharge	3%			No change	
Public Works - Engineering					
General Engineering Fees					
Abandonments - Public easements				\$1,287.00	\$1,290
Abandonments (ROW)	\$2,000.00			\$2,319.00	\$2,320
Annexations	\$1,400.00			\$4,468.00	\$4,470
Covenants, Conditions & Restrictions (CC&R's) Engineering Review Fee	\$1,390.00			\$2,244.00	\$2,250
Minor Encroachments:					
Non-development-related curb, gutter, sidewalk, driveway; up to 3 potholes on the same street; up to 3 monitoring wells on the same street; one lateral street opening; routine maintenance by a utility company; street tree planting. Includes up to 4 inspections.	\$500.00	per app		\$663.00	\$670
Permit Extension	\$250.00	per app		\$64.00	\$70
Major Encroachments:					
Major Encroachments (base)		per app		\$806.00	\$810
Major Encroachments (inspection)		3% of eng.		\$0.05	5.35%
Temporary Encroachments:					
Non-construction activity such as; scaffolding for façade in improvements; locating a new portable planter box; traffic control only. Includes up to 2 inspections.					
Under 30 days	\$300.00			\$368.00	\$370
30 days or over	\$400.00			\$368.00	\$370
City-Mandated Repairs:					
Including but not limited to; sidewalk tripping hazard repairs required of the property owner.	\$275.00			\$647.00	\$650
Debris Box / Container on Street	\$200.00	per week	(maximum of 8 weeks)	\$119.00	\$120
Debris Box / Container on Street (max 72 hours)				\$119.00	\$120
Maps					
Final Parcel Map					
First 2 sheets	\$1,300.00	Plus any		\$1,124.00	\$1,130
Additional sheet	\$215.00	each - Plus		\$240.00	
Amended Parcel Map					
First 2 sheets	\$2,150.00			Eliminate	
Additional sheet	\$215.00	each		Eliminate	
Final Map					
First 2 sheets	\$1,610.00	Plus any		\$3,322.00	\$3,330
Additional sheet	\$215.00	each - Plus		\$240.00	
Amended Final Map					
First 2 sheets	\$2,350.00			Eliminate	
Additional sheet	\$215.00	each		Eliminate	
Certificate of Compliance					
Certificate of Correction				\$641.00	\$650
First 2 sheets	\$750.00			\$641.00	\$650
Additional sheet	\$100.00	each		\$240.00	\$240
Additional Plan Review	\$100.00	per sheet		\$240.00	\$240
Adjust lot line	\$1,000.00			\$100	\$100
Lot Merger (base)	\$1,000.00			\$1,124.00	\$1,130
Easement Dedication (each)	\$1,000.00	each		\$1,124.00	\$1,130
Final Condominium Conversion Map (administrative approval)	\$1,330.00			\$1,862.00	\$1,870
Final Condominium Conversion Map (council approval)				\$1,124.00	\$1,130
Final Condominium Conversion Map (council approval)				\$2,049.00	\$2,050
Improvement Plan Reviews – fees due at time of plan submittal					
Single Family Residences					
Single Family Residences (base)				\$801.00	\$810.00
Single Family Residences (plus)	3% of cost		7.35% of cost estimate		

Department - Area - Service	Current Fee	Unit	Additional Fee Notes	Recommended Fee	
				Effective July 1, 2018	Effective July 1, 2019
Initial Review	\$700.00 plus 3% of cost estimate		(includes two full reviews, applies to Grading & Drainage, Subdivision improvements, Engineering reviews to ensure conformity with conditions of approval, pre-application submittals and miscellaneous reviews)	Eliminate - replaced by two above	
Multi-family Residences, Commercial, and Industrial					
Multi-family Residences, Commercial, and Industrial (base)					\$4,820.00
Multi-family Residences, Commercial, and Industrial (plus)				5.35% of Cost estimate	
Initial Review	\$700.00		(includes two full reviews, applies to Grading & Drainage, Subdivision improvements, Engineering reviews to ensure conformity with conditions of approval, pre-application submittals and miscellaneous reviews)	Eliminate - replaced by two above	
	Deposit plus 3% of cost estimate with final fee based on staff hourly billing rates				
Additional Plan Review (full plan set required) – fee per sheet	\$100.00	per sheet	(full plan set required)		\$240.00
Plan Revision – fee per sheet requiring revision	\$100.00	per sheet			\$240.00
Construction Inspection					
Fees due at time of building or grading and drainage permit issuance				Eliminate	
Routine Inspection as required by City Standards or inspector	\$500.00			Eliminate - replaced by	below fees
Example of Construction Inspection Fee Calculation					
Routine inspections (base)				Eliminate	
Routine inspections (plus)		3% of cost		5.35%	
Special project inspection - Staff Time and Materials				New Fee of T&M	
Overtime Construction Inspection – Four hour minimum	\$200.00	per hour -		\$228.00	\$230.00
Re-inspection - fee per each re-inspection or for missed or cancelled inspection	\$135.00	per each re-inspection		\$152.00	\$160.00
FEMA					
Determination for Substantial Improvements	\$400.00			\$160.00	\$160.00
Building Permit Plan Review (SFR)	\$250.00			\$481.00	\$490.00
Building Permit Plan Review (Commercial, Multifamily)				\$1,603.00	\$1,610.00
Flood Study – CLOMR-LOMAR Fee	\$1,946.00			\$2,514.00	\$2,520.00
Document Recording	\$100.00	plus		\$220.00	\$220.00
Heritage Tree					
Tree Permits					
1 – 3 trees	*\$135.00	each		\$210.00	\$210.00
			*Heritage tree permits related to development applications will also be charged for City-retained Arborist expenses at hourly rate		
Additional for 4 or more trees	*\$90.00	each		\$174.00	\$180.00
			*Heritage tree permits related to development applications will also be charged for City-retained Arborist expenses at hourly rate		
Tree Protection Plan Review	\$100.00			\$120.00	\$120.00
Water Efficient Landscape Plan Check					
Commercial and Multi-family Residential	\$900.00			\$1,042.00	\$1,050.00
Commercial and Multi-family Residential (plus)				plus 125% of cost of external review if required	
Single Family Home	\$300.00			\$401.00	\$410.00
Single Family Home (plus)				\$401.00	\$410.00
Single Family Home (base)				plus 125% of cost of external review if required	
Storm Water Operations and Maintenance Agreements	\$500.00			\$803.00	\$810.00
Completion Bond Agreements	\$200.00			Eliminate	
Public Works – Transportation					
Traffic Signal Accident – Plus actual cost of repairs	\$1,165.00	Plus Admin		\$565.00	\$570
Public Works – Maintenance					
Banners					
Santa Cruz Ave - Installation, maintenance and removal					
one week display	\$450.00			\$480.00	\$480.00
two week display	\$550.00			\$480.00	\$480.00
Trees					

Department - Area - Service	Current Fee	Unit	Additional Fee Notes	Recommended Fee	
				Effective July 1, 2018	Effective July 1, 2019
Street Trees - new and replacement (City furnishes and plants)	15 gallon tree – each		(City furnishes and plants)		
15 gallon tree	\$100.00	each		\$80.00	\$80.00
Street Tree Trimming – Premium Service	\$25.00			Plus actual cost, contracted work = plus 25%	
	and *actual costs		*Staff hourly billing rate and cost of equipment or for work contracted out – actual charges plus 25% for billing and administration		
Weed Abatement - administrative fee	\$225.00			Actual cost @ applicable rate	
Special Event Set-Up	*Actual costs			Actual cost @ applicable rate	
			*Staff hourly billing rate and cost of equipment		
Community Development - Planning					
Deposit Policy					
Fee based on staff hourly billing rate.					
Supplemental billings will be sent if initial deposit is exhausted					
Un-expended deposits are subject to refund					
Zoning Compliance Letter	\$500.00		per parcel	\$600.00	\$618.00
Signs and Awnings					
Sign review by Staff	\$300.00			\$285.00	\$294.00
Sign review by Planning Commission	\$1,500.00				
Re-facing an approved sign	\$100.00			\$185.00	\$191.00
Administrative Review					
Administrative Permit	\$1,100.00			\$1,675.00	\$1,725.00
City Attorney			(one hour minimum)		
Review of CC&R's	\$200.00	per hour		Eliminate	
Preparation of Recorded Deed Restrictions	\$950.00	per hour		Eliminate	
Miscellaneous					
Home Occupation Permit	\$50.00			\$90.00	\$93.00
Business License – Zoning Compliance Review Fee	\$50.00		(Non-residential locations)	\$90.00	\$93.00
Special Events and Outdoor Sales Permit	\$150.00			\$200.00	\$206.00
Change of Address	\$50.00			\$125.00	\$129.00
Administrative Extension of Approved Applications	\$300.00			\$425.00	\$438.00
Review by Community Development Director or designee of a request not listed elsewhere in the fee schedule	\$400.00			\$500.00	\$515.00
Front Lot Line Election	\$110.00			\$500.00	\$515.00
Withdrawal of application, minimum processing fee	\$75.00			\$175.00	\$180.00
Mailing Lists for public use not associated with Public Hearing noticing	\$100.00			\$85.00	\$88.00

COMMUNITY DEVELOPMENT - BUILDING

Administrative Fees

	Current Fee Amount	Effective 7/1/18 Recommended Fee Amount	Effective 7/1/19 Recommended Fee Amount
<u>ADMINISTRATIVE</u>			
Re-Stamp Job Plans and Documents That Have Been Replaced	\$50.00	\$54	\$56
Records Research - Per Address - Per Hour	\$114.06	\$122	\$126
<u>MISCELLANEOUS PLAN CHECK</u>			
Expedited Over the Counter Plan Check Fee for Commercial and Industrial Tenant Improvements	\$400.00	\$428	\$441
Supplemental Plan Check Fee (first 1/2 hour)	\$202.86	\$217	\$224
Each Additional 1/2 hour (or portion thereof)	\$78.93	\$85	\$88
Administration Fee related to review by outside consultant	\$25.00	No change	No change
Alternate Methods:			
Category 1 (repeats and minimal complexity)	\$137.34	\$147	\$151
Category 2 (moderate complexity)	\$163.73	\$175	\$180
Category 3 (complex issues)	\$261.02	\$279	\$287
Category 4 (highly complex)	\$314.96	\$337	\$347
Alternate Materials:			
Request to Use Alternate Materials	\$137.34	\$147	\$151
Standard Fee (hourly Plan Review rate)	\$155.81	\$167	\$172

COMMUNITY DEVELOPMENT - BUILDING

Miscellaneous Construction Fees

	Fee Amount		Effective 7/1/18		Effective 7/1/19	
			Recommended		Recommended	
	<u>Plan Check</u>	<u>Permit</u>	<u>Plan Check</u>	<u>Permit</u>	<u>Plan Check</u>	<u>Permit</u>
<u>ACCESSORY STRUCTURES</u>						
Retaining Wall (concrete or masonry)						
First 50 lf	\$ 191	\$ 202	\$ 204	\$ 216	\$ 211	\$ 223
Each additional 50 lf	12	36	13	38	14	40
Special Design, 3-10' high (up to 50 lf)	230	273	246	291	253	300
Each additional 50 lf	12	49	13	53	14	54
Special Design, over 10' high (up to 50 lf)	279	531	298	567	307	584
Each additional 50 lf	12	87	13	93	14	96
Deck	185	165	197	176	203	181
Fence or Freestanding Wall to 6 feet (masonry / garden)						
1st 100 lf	\$ 149	\$ 201	\$ 159	\$ 215	\$ 164	\$ 221
Each additional 100 lf	26	12	27	13	28	13
Each additional 5 feet of height	50	120	53	128	54	132
Patio Cover (includes ICC Products)	93	151	99	162	102	167
New Arbor/Trellis	162	249	173	266	178	274
Outdoor Kitchen/BBQ	188	261	201	279	207	287
Shed (up to 120 sq. ft. with no MEP)	266	249	284	266	293	274
Lighting pole (each)	225	116	241	124	248	127
Cellular/Mobile Phone, free-standing	569	180	608	192	626	198
Cellular Tower with Equipment Shelter	762	238	814	255	839	262
<u>ALTERATION FOR NON-RESIDENTIAL STRUCTURES</u>						
Close Existing Openings	\$ 36	\$ 80	\$ 38	\$ 85	\$ 39	\$ 88
Siding - Other than stucco (per story)	72	155	76	165	79	170
Stone and Brick Veneer (interior or exterior) - First 50 lf	84	155	90	165	92	170
Stone and Brick Veneer (interior or exterior) - Each Additional 50 lineal feet	-0-	12	-0-	13		13
All Other - First 50 lineal feet	84	155	90	165	92	170
All Other - Each Additional 50 lineal feet	-0-	12	-0-	13		13
Stucco Applications	47	155	50	165	51	170
Signs						
Permanent	\$ 201	\$ 155	\$ 214	\$ 165	\$ 221	\$ 170
Wall/Awning Sign, Non-Electric	85	69	91	74	94	76
Wall, Electric	139	93	148	99	153	102
Skylight (Commercial each)	125	201	133	215	137	221
Storage Racks each set of plans (Non-Residential)	126	108	135	115	139	119
Photovoltaic System	-0-	-0-	-0-	-0-	No Change	No Change
Non-Residential - First 4 Cells						
Each additional Cell	-0-	-0-	-0-	-0-	No Change	No Change

COMMUNITY DEVELOPMENT - BUILDING

Miscellaneous Construction Fees

	Fee Amount		Effective 7/1/18 Recommended Fee Amount		Effective 7/1/19 Recommended Fee Amount	
	<u>Plan Check</u>	<u>Permit</u>	<u>Plan Check</u>	<u>Permit</u>	<u>Plan Check</u>	<u>Permit</u>
<u>ALTERATION FOR RESIDENTIAL STRUCTURES</u>						
Remodel						
Residential Bathroom Remodel (Non-Structural, remove and replace cabinets)	\$ 162	\$ 273	\$ 173	\$ 291	\$ 178	\$ 300
Residential Kitchen Remodel (Non-Structural, remove and replace cabinets)	162	258	173	275	178	284
Non-Structural Dry Rot Repair	126	224	135	239	139	246
Seismic Upgrade (does not include foundation repair)	153	127	163	136	168	140
Siding - Other than stucco (per story)	72	155	76	165	79	170
Stone and Brick Veneer (interior or exterior) - First 50 lineal feet	84	155	90	165	92	170
Stone and Brick Veneer (interior or exterior) - Each Additional 50 lineal feet	-0-	12	-0-	13	-0-	13
All Other - First 50 lineal feet	84	155	90	165	92	170
All Other - Each Additional 50 lineal feet	-0-	12	-0-	13		13
Stucco Applications	47	155	50	165	51	170
Insulation and Sheetrock in Garage	126	151	135	161	139	166
Fireplace (masonry or pre-fab)	36	199	38	213	39	219
Photovoltaic System - Residential	-0-	-0-	-0-	-0-		
Skylight (First two)	125	201	133	215	137	221
Each additional	62	100	66	107	68	110
Window or Sliding Glass Door (first 5)	137	267	147	285	151	294
Each additional	-0-	24	-0-	26		26
Bay Window each (Non-Structural or remove and replace)	128	177	137	189	141	195
<u>DEMOLITION</u>						
Demolition - Residential	\$ 185	\$ 165	\$ 197	\$ 176	\$ 203	\$ 181
Demolition - Multifamily	135	92	144	98	149	101
Demolition - Commercial	135	116	144	123	149	127
Demolition - Pool	135	92	144	98	149	101
<u>GRADING</u>						
Grading (Cut and Fill):						
0-50 Cubic Yards (Cut and Fill)	\$ 279	\$ 301	\$ 298	\$ 321	\$ 307	\$ 331
51-100 CY	146	29	156	30	161	31
Each Add'l 100 CY or portion thereof	40	8	43	8	44	8
1,000 CY (minimum)	750	781	801	834	825	859
Each Add'l 1,000 CY or portion thereof	93	38	99	40	102	41
10,000 CY (minimum)	2,065	2,286	2,206	2,441	2,272	2,514
Each Add'l 10,000 CY or portion thereof	93	75	99	80	102	83
100,000 CY (minimum)	3,378	3,612	3,607	3,857	3,715	3,973
Each Add'l 10,000 CY or portion thereof	93	75	99	80	102	83

COMMUNITY DEVELOPMENT - BUILDING

Miscellaneous Construction Fees

	Fee Amount		Effective 7/1/18 Recommended Fee Amount		Effective 7/1/19 Recommended Fee Amount	
	<u>Plan Check</u>	<u>Permit</u>	<u>Plan Check</u>	<u>Permit</u>	<u>Plan Check</u>	<u>Permit</u>
<u>RE-ROOF</u>						
Re-roofing - Residential (Single and Multi Family)	\$ 47	\$ 92	\$ 50	\$ 98	\$ 51	\$ 101
Re-roofing - Commercial:						
Composition - no tear off	47	104	50	111	51	114
Other roofs (first 10 squares)	47	104	50	111	51	114
Each additional 10 squares	-0-	24	-0-	26	-0-	26
Re-roofing - Accessory	47	92	50	98	51	101
<u>SWIMMING POOLS</u>						
Swimming Pool / Spa (residential):						
Vinyl-lined / fiberglass	\$ 188	\$ 214	\$ 201	\$ 229	\$ 207	\$ 236
Gunite (all residential pools that do not require a soils investigation.)	217	297	232	317	238	327
Gunite (residential pools that require a soils investigation.)	236	297	252	317	260	327
Spa or Hot Tub (Residential, Pre-fabricated)	85	128	91	136	94	140
Commercial pool (up to 800 sf)	375	1,063	401	1,135	413	1,169
Each additional 800 sf	-0-	24	-0-	26	-0-	26
<u>HOURLY INSPECTION RATES</u>						
Disabled Access Compliance Inspection	-0-	\$ 186	-0-	\$ 199	-0-	\$ 204
Re-Inspection Fee and Inspection Cancellation Fee (first 1/2 hour)	-0-	120	-0-	128	-0-	132
Each Additional 1/2 hour (or portion thereof)	-0-	75	-0-	80	-0-	82
After Hours Inspection (first hour, One hour Min.)	-0-	195	-0-	208	-0-	214
Each additional hour	-0-	150	-0-	160	-0-	165
Services Beyond Standard Fee (per the Director) (Staff time @ hourly rates)	155	150	165	160	170	165

Current
Building Plan Check Fee Schedule
New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
				V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF								
		200		\$ 666.00	\$ 0.130	\$ 759.24	\$ 0.148	\$ 865.80	\$ 0.169	\$ 905.76	\$ 0.177	\$ 972.36	\$ 0.190
		1,000		770.00	0.524	877.80	0.597	1,001.00	0.681	1,047.20	0.713	1,124.20	0.765
A-1	Assembly Group	2,000	A	1,294.00	0.762	1,475.16	0.868	1,682.20	0.990	1,759.84	1.036	1,889.24	1.112
		5,000		3,579.00	0.487	4,080.06	0.555	4,652.70	0.633	4,867.44	0.662	5,225.34	0.711
		10,000		6,013.00	0.601	6,854.82	0.685	7,816.90	0.782	8,177.68	0.818	8,778.98	0.878
		100		\$ 912.00	\$ 0.353	\$ 1,039.68	\$ 0.402	\$ 1,185.60	\$ 0.458	\$ 1,240.32	\$ 0.479	\$ 1,331.52	\$ 0.515
		500		1,053.00	1.436	1,200.42	1.637	1,368.90	1.867	1,432.08	1.953	1,537.38	2.097
A-2	Assembly Group: Restaurants	1,000	A	1,771.00	2.085	2,018.94	2.377	2,302.30	2.710	2,408.56	2.835	2,585.66	3.044
		2,500		4,898.00	1.332	5,583.72	1.518	6,367.40	1.731	6,661.28	1.811	7,151.08	1.944
		5,000		8,227.00	1.645	9,378.78	1.876	10,695.10	2.139	11,188.72	2.238	12,011.42	2.402
		500		\$ 1,010.00	\$ 0.079	\$ 1,151.40	\$ 0.089	\$ 1,313.00	\$ 0.102	\$ 1,373.60	\$ 0.107	\$ 1,474.60	\$ 0.115
		2,500		1,167.00	0.318	1,330.38	0.362	1,517.10	0.413	1,587.12	0.432	1,703.82	0.464
A-3	Assembly Group - TI	5,000	A	1,961.00	0.462	2,235.54	0.526	2,549.30	0.600	2,666.96	0.628	2,863.06	0.674
		12,500		5,424.00	0.295	6,183.36	0.336	7,051.20	0.383	7,376.64	0.401	7,919.04	0.431
		25,000		9,111.00	0.364	10,386.54	0.415	11,844.30	0.474	12,390.96	0.496	13,302.06	0.532
		500		\$ 1,024.00	\$ 0.080	\$ 1,167.36	\$ 0.091	\$ 1,331.20	\$ 0.104	\$ 1,392.64	\$ 0.109	\$ 1,495.04	\$ 0.117
		2,500		1,184.00	0.322	1,349.76	0.368	1,539.20	0.419	1,610.24	0.438	1,728.64	0.471
A-3	Church and Religious Bldg - TI	5,000	A	1,990.00	0.469	2,268.60	0.534	2,587.00	0.609	2,706.40	0.637	2,905.40	0.684
		12,500		5,504.00	0.299	6,274.56	0.341	7,155.20	0.389	7,485.44	0.407	8,035.84	0.437
		25,000		9,246.00	0.370	10,540.44	0.422	12,019.80	0.481	12,574.56	0.503	13,499.16	0.540
		500		\$ 3,608.00	\$ 0.281	\$ 4,113.12	\$ 0.320	\$ 4,690.40	\$ 0.365	\$ 4,906.88	\$ 0.382	\$ 5,267.68	\$ 0.410
		2,500		4,170.00	1.136	4,753.80	1.295	5,421.00	1.477	5,671.20	1.545	6,088.20	1.659
B	Restaurant - Complete	5,000	A	7,010.00	1.650	7,991.40	1.881	9,113.00	2.145	9,533.60	2.244	10,234.60	2.409
		12,500		19,387.00	1.054	22,101.18	1.202	25,203.10	1.371	26,366.32	1.434	28,305.02	1.539
		25,000		32,565.00	1.303	37,124.10	1.485	42,334.50	1.693	44,288.40	1.772	47,544.90	1.902
		500		\$ 2,791.00	\$ 0.217	\$ 3,181.74	\$ 0.247	\$ 3,628.30	\$ 0.282	\$ 3,795.76	\$ 0.295	\$ 4,074.86	\$ 0.317
		2,500		3,225.00	0.879	3,676.50	1.002	4,192.50	1.142	4,386.00	1.195	4,708.50	1.283
B	Restaurant - Shell	5,000	A	5,422.00	1.276	6,181.08	1.455	7,048.60	1.659	7,373.92	1.736	7,916.12	1.864
		12,500		14,995.00	0.815	17,094.30	0.930	19,493.50	1.060	20,393.20	1.109	21,892.70	1.190
		25,000		25,187.00	1.007	28,713.18	1.149	32,743.10	1.310	34,254.32	1.370	36,773.02	1.471
		250		\$ 1,526.00	\$ 0.238	\$ 1,739.64	\$ 0.271	\$ 1,983.80	\$ 0.309	\$ 2,075.36	\$ 0.324	\$ 2,227.96	\$ 0.347
		1,250		1,764.00	0.962	2,010.96	1.096	2,293.20	1.250	2,399.04	1.308	2,575.44	1.404
B	Restaurant - TI	2,500	A	2,966.00	1.396	3,381.24	1.591	3,855.80	1.815	4,033.76	1.899	4,330.36	2.038
		6,250		8,201.00	0.892	9,349.14	1.017	10,661.30	1.160	11,153.36	1.213	11,973.46	1.302
		12,500		13,776.00	1.102	15,704.64	1.256	17,908.80	1.433	18,735.36	1.499	20,112.96	1.609
		1,000		\$ 5,647.00	\$ 0.220	\$ 6,437.58	\$ 0.251	\$ 7,341.10	\$ 0.286	\$ 7,679.92	\$ 0.299	\$ 8,244.62	\$ 0.321
		5,000		6,527.00	0.889	7,440.78	1.013	8,485.10	1.156	8,876.72	1.209	9,529.42	1.298
B	Offices, etc. - Complete	10,000	A	10,972.00	1.291	12,508.08	1.472	14,263.60	1.679	14,921.92	1.756	16,019.12	1.885
		25,000		30,343.00	0.825	34,591.02	0.940	39,445.90	1.072	41,266.48	1.122	44,300.78	1.204
		50,000		50,967.00	1.019	58,102.38	1.162	66,257.10	1.325	69,315.12	1.386	74,411.82	1.488
		1,000		\$ 4,750.00	\$ 0.185	\$ 5,415.00	\$ 0.211	\$ 6,175.00	\$ 0.241	\$ 6,460.00	\$ 0.252	\$ 6,935.00	\$ 0.270
		5,000		5,490.00	0.748	6,258.60	0.852	7,137.00	0.972	7,466.40	1.017	8,015.40	1.092
B	Offices, etc. - Shell	10,000	A	9,229.00	1.086	10,521.06	1.238	11,997.70	1.412	12,551.44	1.477	13,474.34	1.586
		25,000		25,522.00	0.694	29,095.08	0.791	33,178.60	0.902	34,709.92	0.944	37,262.12	1.013
		50,000		42,870.00	0.857	48,871.80	0.977	55,731.00	1.115	58,303.20	1.166	62,590.20	1.252
		500		\$ 4,330.00	\$ 0.338	\$ 4,936.20	\$ 0.385	\$ 5,629.00	\$ 0.439	\$ 5,888.80	\$ 0.459	\$ 6,321.80	\$ 0.493
		2,500		5,005.00	1.363	5,705.70	1.554	6,506.50	1.772	6,806.80	1.854	7,307.30	1.990
B	Commercial Building - Addition	5,000	A	8,413.00	1.981	9,590.82	2.258	10,936.90	2.575	11,441.68	2.694	12,282.98	2.892
		12,500		23,267.00	1.265	26,524.38	1.442	30,247.10	1.645	31,643.12	1.721	33,969.82	1.847
		25,000		39,082.00	1.563	44,553.48	1.782	50,806.60	2.032	53,151.52	2.126	57,059.72	2.282

Current
Building Plan Check Fee Schedule
New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
				V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF								
		500		\$ 1,043.00	\$ 0.082	\$ 1,189.02	\$ 0.093	\$ 1,355.90	\$ 0.106	\$ 1,418.48	\$ 0.111	\$ 1,522.78	\$ 0.119
		2,500		1,206.00	0.328	1,374.84	0.374	1,567.80	0.427	1,640.16	0.447	1,760.76	0.479
B	Offices, etc. - Non-Medical TI	5,000	A	2,027.00	0.477	2,310.78	0.544	2,635.10	0.620	2,756.72	0.649	2,959.42	0.696
		12,500		5,604.00	0.305	6,388.56	0.347	7,285.20	0.396	7,621.44	0.415	8,181.84	0.445
		25,000		9,414.00	0.377	10,731.96	0.429	12,238.20	0.490	12,803.00	0.512	13,744.44	0.550
		1,000		\$ 6,265.00	\$ 0.244	\$ 7,142.10	\$ 0.278	\$ 8,144.50	\$ 0.317	\$ 8,520.40	\$ 0.332	\$ 9,146.90	\$ 0.356
		5,000		7,240.00	0.986	8,253.60	1.124	9,412.00	1.282	9,846.40	1.341	10,570.40	1.440
B	Medical Offices - Complete	10,000	A	12,171.00	1.433	13,874.94	1.633	15,822.30	1.862	16,552.56	1.948	17,769.66	2.091
		25,000		33,659.00	0.915	38,371.26	1.043	43,756.70	1.190	45,776.24	1.245	49,142.14	1.336
		50,000		56,538.00	1.131	64,453.32	1.289	73,499.40	1.470	76,891.68	1.538	82,545.48	1.651
		1,000		\$ 4,383.00	\$ 0.171	\$ 4,996.62	\$ 0.194	\$ 5,697.90	\$ 0.222	\$ 5,960.88	\$ 0.232	\$ 6,399.18	\$ 0.249
		5,000		5,065.00	0.690	5,774.10	0.787	6,584.50	0.897	6,888.40	0.938	7,394.90	1.007
B	Medical Offices - Shell	10,000	A	8,515.00	1.002	9,707.10	1.143	11,069.50	1.303	11,580.40	1.363	12,431.90	1.463
		25,000		23,548.00	0.640	26,844.72	0.730	30,612.40	0.832	32,025.28	0.871	34,380.08	0.935
		50,000		39,555.00	0.791	45,092.70	0.902	51,421.50	1.028	53,794.80	1.076	57,750.30	1.155
		500		\$ 2,221.00	\$ 0.173	\$ 2,531.94	\$ 0.197	\$ 2,887.30	\$ 0.225	\$ 3,020.56	\$ 0.235	\$ 3,242.66	\$ 0.253
		2,500		2,567.00	0.699	2,926.38	0.797	3,337.10	0.909	3,491.12	0.951	3,747.82	1.021
B	Medical Offices - TI	5,000	A	4,315.00	1.016	4,919.10	1.158	5,609.50	1.320	5,868.40	1.381	6,299.90	1.483
		12,500		11,933.00	0.649	13,603.62	0.740	15,512.90	0.844	16,228.88	0.882	17,422.18	0.947
		25,000		20,044.00	0.802	22,850.16	0.914	26,057.20	1.042	27,259.84	1.090	29,264.24	1.171
		100		\$ 1,759.00	\$ 0.685	\$ 2,005.26	\$ 0.781	\$ 2,286.70	\$ 0.891	\$ 2,392.24	\$ 0.932	\$ 2,568.14	\$ 1.000
		500		2,033.00	2.770	2,317.62	3.158	2,642.90	3.601	2,764.88	3.767	2,968.18	4.044
E	Shell	1,000	A	3,418.00	4.022	3,896.52	4.585	4,443.40	5.229	4,648.48	5.470	4,990.28	5.872
		2,500		9,451.00	2.570	10,774.14	2.929	12,286.30	3.340	12,853.36	3.495	13,798.46	3.752
		5,000		15,875.00	3.175	18,097.50	3.620	20,637.50	4.128	21,590.00	4.318	23,177.50	4.636
		150		\$ 984.00	\$ 0.255	\$ 1,121.76	\$ 0.291	\$ 1,279.20	\$ 0.332	\$ 1,338.24	\$ 0.347	\$ 1,436.64	\$ 0.372
		750		1,137.00	1.033	1,296.18	1.178	1,478.10	1.343	1,546.32	1.405	1,660.02	1.509
E	Educational Building - TI	1,500	A	1,912.00	1.500	2,179.68	1.711	2,485.60	1.951	2,600.32	2.041	2,791.52	2.191
		3,750		5,288.00	0.958	6,028.32	1.093	6,874.40	1.246	7,191.68	1.303	7,720.48	1.399
		7,500		8,882.00	1.184	10,125.48	1.350	11,546.60	1.540	12,079.52	1.611	12,967.72	1.729
		500		\$ 3,872.00	\$ 0.302	\$ 4,414.08	\$ 0.344	\$ 5,033.60	\$ 0.392	\$ 5,265.92	\$ 0.410	\$ 5,653.12	\$ 0.440
		2,500		4,475.00	1.219	5,101.50	1.390	5,817.50	1.585	6,086.00	1.658	6,533.50	1.780
F-1	Industrial Building - Shell	5,000	A	7,523.00	1.771	8,576.22	2.019	9,779.90	2.302	10,231.28	2.409	10,983.58	2.586
		12,500		20,806.00	1.131	23,718.84	1.290	27,047.80	1.471	28,296.16	1.539	30,376.76	1.652
		25,000		34,948.00	1.398	39,840.72	1.594	45,432.40	1.817	47,529.28	1.901	51,024.08	2.041
		500		\$ 1,061.00	\$ 0.083	\$ 1,209.54	\$ 0.095	\$ 1,379.30	\$ 0.108	\$ 1,442.96	\$ 0.113	\$ 1,549.06	\$ 0.121
		2,500		1,227.00	0.334	1,398.78	0.381	1,595.10	0.434	1,668.72	0.454	1,791.42	0.488
F-1	Industrial Building - TI	5,000	A	2,062.00	0.485	2,350.68	0.553	2,680.60	0.631	2,804.32	0.660	3,010.52	0.709
		12,500		5,703.00	0.310	6,501.42	0.354	7,413.90	0.403	7,756.08	0.422	8,326.38	0.453
		25,000		9,580.00	0.383	10,921.20	0.437	12,454.00	0.498	13,028.80	0.521	13,986.80	0.559
		500		\$ 2,925.00	\$ 0.228	\$ 3,334.50	\$ 0.259	\$ 3,802.50	\$ 0.296	\$ 3,978.00	\$ 0.309	\$ 4,270.50	\$ 0.332
		2,500		3,380.00	0.921	3,853.20	1.050	4,394.00	1.197	4,596.80	1.252	4,934.80	1.344
H	Hazardous H- Complete	5,000	A	5,682.00	1.338	6,477.48	1.525	7,386.60	1.739	7,727.52	1.819	8,295.72	1.953
		12,500		15,714.00	0.855	17,913.96	0.974	20,428.20	1.111	21,371.04	1.162	22,942.44	1.248
		25,000		26,396.00	1.056	30,091.44	1.204	34,314.80	1.373	35,898.56	1.436	38,538.16	1.542
		500		\$ 1,408.00	\$ 0.110	\$ 1,605.12	\$ 0.125	\$ 1,830.40	\$ 0.143	\$ 1,914.88	\$ 0.150	\$ 2,055.68	\$ 0.161
		2,500		1,628.00	0.443	1,855.92	0.505	2,116.40	0.576	2,214.00	0.603	2,376.88	0.647
H	Hazardous H- Shell	5,000	A	2,736.00	0.644	3,119.04	0.734	3,556.80	0.837	3,720.96	0.876	3,994.56	0.940
		12,500		7,566.00	0.411	8,625.24	0.469	9,835.80	0.535	10,289.76	0.560	11,046.36	0.601
		25,000		12,709.00	0.508	14,488.26	0.580	16,521.70	0.661	17,284.24	0.691	18,555.14	0.742

Current
 Building Plan Check Fee Schedule
 New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
				V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF								
		500		\$ 2,131.00	\$ 0.166	\$ 2,429.34	\$ 0.189	\$ 2,770.30	\$ 0.216	\$ 2,898.16	\$ 0.226	\$ 3,111.26	\$ 0.242
		2,500		2,463.00	0.671	2,807.82	0.765	3,201.90	0.873	3,349.68	0.913	3,595.98	0.980
H	Hazardous H- T I	5,000	A	4,141.00	0.975	4,720.74	1.111	5,383.30	1.267	5,631.76	1.326	6,045.86	1.423
		12,500		11,452.00	0.623	13,055.28	0.710	14,887.60	0.809	15,574.72	0.847	16,719.92	0.909
		25,000		19,235.00	0.769	21,927.90	0.877	25,005.50	1.000	26,159.60	1.046	28,083.10	1.123
		250		\$ 5,428.00	\$ 0.845	\$ 6,187.92	\$ 0.963	\$ 7,056.40	\$ 1.099	\$ 7,382.08	\$ 1.149	\$ 7,924.88	\$ 1.234
		1,250		6,273.00	3.418	7,151.22	3.897	8,154.90	4.444	8,531.28	4.649	9,158.58	4.991
I-1	Medical/24 Hour Care - Complete	2,500	A	10,546.00	4.965	12,022.44	5.660	13,709.80	6.454	14,342.56	6.752	15,397.16	7.249
		6,250		29,164.00	3.172	33,246.96	3.616	37,913.20	4.123	39,663.04	4.313	42,579.44	4.631
		12,500		48,987.00	3.919	55,845.18	4.468	63,683.10	5.095	66,622.32	5.330	71,521.02	5.722
		250		\$ 3,897.00	\$ 0.607	\$ 4,442.58	\$ 0.692	\$ 5,066.10	\$ 0.789	\$ 5,299.92	\$ 0.826	\$ 5,689.62	\$ 0.886
		1,250		4,504.00	2.454	5,134.56	2.797	5,855.20	3.190	6,125.44	3.337	6,575.84	3.582
I-1	Medical/24 Hour Care - Shell	2,500	A	7,571.00	3.565	8,630.94	4.064	9,842.30	4.634	10,296.56	4.848	11,053.66	5.204
		6,250		20,938.00	2.277	23,869.32	2.596	27,219.40	2.960	28,475.68	3.097	30,569.48	3.325
		12,500		35,170.00	2.814	40,093.80	3.208	45,721.00	3.658	47,831.20	3.826	51,348.20	4.108
		250		\$ 1,700.00	\$ 0.265	\$ 1,938.00	\$ 0.302	\$ 2,210.00	\$ 0.345	\$ 2,312.00	\$ 0.360	\$ 2,482.00	\$ 0.387
		1,250		1,965.00	1.071	2,240.10	1.221	2,554.50	1.393	2,672.40	1.457	2,868.90	1.564
I-1	Medical/24Hour Care - TI	2,500	A	3,304.00	1.555	3,766.56	1.773	4,295.20	2.022	4,493.44	2.115	4,823.84	2.271
		6,250		9,136.00	0.994	10,415.04	1.133	11,876.80	1.292	12,424.96	1.352	13,338.56	1.451
		12,500		15,347.00	1.228	17,495.58	1.400	19,951.10	1.596	20,871.92	1.670	22,406.62	1.793
		250		\$ 4,386.00	\$ 0.683	\$ 5,000.04	\$ 0.779	\$ 5,701.80	\$ 0.888	\$ 5,964.96	\$ 0.929	\$ 6,403.56	\$ 0.997
		1,250		5,069.00	2.762	5,778.66	3.149	6,589.70	3.591	6,893.84	3.757	7,400.74	4.033
I-4	Day Care Facility - Complete	2,500	A	8,522.00	4.012	9,715.08	4.574	11,078.60	5.216	11,589.92	5.456	12,442.12	5.858
		6,250		23,567.00	2.563	26,866.38	2.922	30,637.10	3.332	32,051.12	3.486	34,407.82	3.742
		12,500		39,586.00	3.167	45,128.04	3.610	51,461.80	4.117	53,836.96	4.307	57,795.56	4.624
		100		\$ 1,023.00	\$ 0.398	\$ 1,166.22	\$ 0.453	\$ 1,329.90	\$ 0.517	\$ 1,391.28	\$ 0.541	\$ 1,493.58	\$ 0.580
		500		1,182.00	1.610	1,347.48	1.835	1,536.60	2.093	1,607.52	2.190	1,725.72	2.351
I-4	Day Care Facility - TI	1,000	A	1,987.00	2.339	2,265.18	2.667	2,583.10	3.041	2,702.32	3.181	2,901.02	3.415
		2,500		5,496.00	1.494	6,265.44	1.704	7,144.80	1.943	7,474.56	2.032	8,024.16	2.182
		5,000		9,232.00	1.846	10,524.48	2.105	12,001.60	2.400	12,555.52	2.511	13,478.72	2.696
		1,000		\$ 4,583.00	\$ 0.178	\$ 5,224.62	\$ 0.203	\$ 5,957.90	\$ 0.232	\$ 6,232.88	\$ 0.242	\$ 6,691.18	\$ 0.260
		5,000		5,296.00	0.721	6,037.44	0.822	6,884.80	0.938	7,202.56	0.981	7,732.16	1.053
M	Retail Sales - Complete	10,000	A	8,903.00	1.048	10,149.42	1.195	11,573.90	1.362	12,108.08	1.425	12,998.38	1.530
		25,000		24,622.00	0.669	28,069.08	0.763	32,008.60	0.870	33,485.92	0.910	35,948.12	0.977
		50,000		41,359.00	0.827	47,149.26	0.943	53,766.70	1.075	56,248.24	1.125	60,384.14	1.208
		1,000		\$ 3,620.00	\$ 0.141	\$ 4,126.80	\$ 0.161	\$ 4,706.00	\$ 0.183	\$ 4,923.20	\$ 0.192	\$ 5,285.20	\$ 0.206
		5,000		4,184.00	0.570	4,769.76	0.650	5,439.20	0.741	5,690.24	0.775	6,108.64	0.832
M	Retail Sales - Shell	10,000	A	7,034.00	0.828	8,018.76	0.944	9,144.20	1.076	9,566.24	1.126	10,269.64	1.209
		25,000		19,452.00	0.529	22,175.28	0.603	25,287.60	0.688	26,454.72	0.719	28,399.92	0.772
		50,000		32,674.00	0.653	37,248.36	0.745	42,476.20	0.850	44,436.64	0.889	47,704.04	0.954
		1,000		\$ 1,320.00	\$ 0.052	\$ 1,504.80	\$ 0.059	\$ 1,716.00	\$ 0.067	\$ 1,795.20	\$ 0.070	\$ 1,927.20	\$ 0.075
		5,000		1,526.00	0.208	1,739.64	0.237	1,983.80	0.270	2,075.36	0.283	2,227.96	0.303
M	Retail Sales - TI	10,000	A	2,565.00	0.302	2,924.10	0.344	3,334.50	0.392	3,488.40	0.411	3,744.90	0.441
		25,000		7,093.00	0.193	8,086.02	0.220	9,220.90	0.251	9,646.48	0.262	10,355.78	0.282
		50,000		11,914.00	0.238	13,581.96	0.272	15,488.20	0.310	16,203.04	0.324	17,394.44	0.348
		2,500		\$ 15,910.00	\$ 0.248	\$ 18,137.40	\$ 0.282	\$ 20,683.00	\$ 0.322	\$ 21,637.60	\$ 0.337	\$ 23,228.60	\$ 0.362
		12,500		18,387.00	1.002	20,961.18	1.142	23,903.10	1.302	25,006.32	1.363	26,845.02	1.463
R-1	Hotel Low/Mid Rise - Complete	25,000	A	30,911.00	1.455	35,238.54	1.659	40,184.30	1.892	42,038.96	1.979	45,130.06	2.125
		62,500		85,483.00	0.930	97,450.62	1.060	111,127.90	1.209	116,256.88	1.264	124,805.18	1.357
		125,000		143,587.00	1.149	163,689.18	1.310	186,663.10	1.493	195,278.32	1.562	209,637.02	1.677

Current
Building Plan Check Fee Schedule
New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
				V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF								
		2,500		\$ 12,905.00	\$ 0.201	\$ 14,711.70	\$ 0.229	\$ 16,776.50	\$ 0.261	\$ 17,550.80	\$ 0.273	\$ 18,841.30	\$ 0.293
		12,500		14,915.00	0.813	17,003.10	0.926	19,389.50	1.056	20,284.40	1.105	21,775.90	1.186
R-1	Hotel Low/Mid Rise - Shell	25,000	A	25,073.00	1.180	28,583.22	1.346	32,594.90	1.535	34,099.28	1.605	36,606.58	1.723
		62,500		69,338.00	0.754	79,045.32	per week	90,139.40	0.980	94,299.68	1.026	101,233.48	1.101
		125,000		116,469.00	0.932	132,774.66	1.062	151,409.70	1.211	158,397.84	1.267	170,044.74	1.360
		2,500		\$ 8,310.00	\$ 0.129	\$ 9,473.40	\$ 0.148	\$ 10,803.00	\$ 0.168	\$ 11,301.60	\$ 0.176	\$ 12,132.60	\$ 0.189
		12,500		9,604.00	0.523	10,948.56	0.597	12,485.20	0.680	13,061.44	0.712	14,021.84	0.764
R-1	Hotel Low/Mid Rise - TI	25,000	A	16,146.00	0.760	18,406.44	0.867	20,989.80	0.988	21,958.56		23,573.16	1.110
		62,500		44,651.00	0.486	50,902.14	0.554	58,046.30	0.631	60,725.36	0.660	65,190.46	0.709
		125,000		75,001.00	0.600	85,501.14	0.684	97,501.30	0.780	102,001.36	0.816	109,501.46	0.876
		1,667		\$ 3,855.00	\$ 1.075	\$ 4,394.70	\$ 1.226	\$ 5,011.50	\$ 1.398	\$ 5,242.80	\$ 1.462	\$ 5,628.30	\$ 1.570
		3,333		5,647.00	1.265	6,437.58	1.443	7,341.10	1.645	7,679.92	1.721	8,244.62	1.847
R-2	Multi-family Residential - New	5,000	A	7,756.00	1.403	8,841.84	1.600	10,082.80	1.824	10,548.16	1.909	11,323.76	2.049
		8,333		12,434.00	0.887	14,174.76	1.011	16,164.20	1.153	16,910.24	1.206	18,153.64	1.295
		12,500		16,129.00	1.290	18,387.06	1.471	20,967.70	1.677	21,935.44	1.755	23,548.34	1.884
		667		\$ 1,498.00	\$ 1.044	\$ 1,707.72	\$ 1.190	\$ 1,947.40	\$ 1.357	\$ 2,037.28	\$ 1.420	\$ 2,187.08	\$ 1.524
		1,333		2,194.00	1.229	2,501.16	1.400	2,852.20	1.597	2,983.84	1.671	3,203.24	1.794
R-2	Multi-Family Residential - Addition	2,000	A	3,013.00	1.363	3,434.82	1.554	3,916.90	1.772	4,097.68	1.853	4,398.98	1.990
		3,333		4,830.00	0.861	5,506.20	0.982	6,279.00	1.119	6,568.80	1.171	7,051.80	1.257
		5,000		6,265.00	1.253	7,142.10	1.428	8,144.50	1.629	8,520.40	1.704	9,146.90	1.829
		667		\$ 1,486.00	\$ 1.037	\$ 1,694.04	\$ 1.182	\$ 1,931.80	\$ 1.347	\$ 2,020.96	\$ 1.410	\$ 2,169.56	\$ 1.513
		1,333		2,177.00	1.220	2,481.78	1.390	2,830.10	1.585	2,960.72	1.659	3,178.42	1.780
R-2	Multi-Family Residential - Alteration	2,000	A	2,990.00	1.352	3,408.60	1.542	3,887.00	1.758	4,066.40	1.839	4,365.40	1.974
		3,333		4,793.00	0.855	5,464.02	0.975	6,230.90	1.112	6,518.48	1.163	6,997.78	1.248
		5,000		6,218.00	1.244	7,088.52	1.418	8,083.40	1.617	8,456.48	1.691	9,078.28	1.816
		1,000		\$ 1,975.00	\$ 0.918	\$ 2,251.50	\$ 1.047	\$ 2,567.50	\$ 1.193	\$ 2,686.00	\$ 1.248	\$ 2,883.50	\$ 1.340
		2,000		2,893.00	1.081	3,298.02	1.232	3,760.90	1.405	3,934.48	1.470	4,223.78	1.578
R-3	Single-Family (custom or model)	3,000	A	3,974.00	1.198	4,530.36	1.366	5,166.20	1.557	5,404.64	1.629	5,802.04	1.749
		5,000		6,370.00	0.758	7,261.80	0.864	8,281.00	0.985	8,663.20	1.030	9,300.20	1.106
		7,500		8,264.00	1.102	9,420.96	1.256	10,743.20	1.432	11,239.04	1.499	12,065.44	1.609
		667		\$ 632.00	\$ 0.440	\$ 720.48	\$ 0.501	\$ 821.60	\$ 0.571	\$ 859.52	\$ 0.598	\$ 922.72	\$ 0.642
		1,333		925.00	0.518	1,054.50	0.590	1,202.50	0.673	1,258.00	0.704	1,350.50	0.756
R-3	Single-Family - Production / Repeat	2,000	A	1,270.00	0.575	1,447.80	0.656	1,651.00	0.748	1,727.20	0.782	1,854.20	0.840
		3,333		2,037.00	0.363	2,322.18	0.414	2,648.10	0.472	2,770.32	0.494	2,974.02	0.530
		5,000		2,642.00	0.528	3,011.88	0.602	3,434.60	0.687	3,593.12	0.719	3,857.32	0.771
		250		\$ 761.00	\$ 1.060	\$ 867.00	\$ 1.210	\$ 989.30	\$ 1.380	\$ 1,034.96	\$ 1.440	\$ 1,111.06	\$ 1.550
		1,000		1,557.00	1.164	1,774.98	1.327	2,024.10	1.513	2,117.52	1.583	2,273.22	1.699
R-3	Single-Family Residential - Addition	1,500	A	2,139.00	1.290	2,438.46	1.471	2,780.70	1.677	2,909.04	1.754	3,122.94	1.883
		2,500		3,429.00	0.815	3,909.06	0.929	4,457.70	1.060	4,663.44	1.109	5,006.34	1.190
		3,750		4,448.00	1.186	5,070.72	1.352	5,782.40	1.542	6,049.28	1.613	6,494.08	1.732
		250		\$ 648.00	\$ 1.096	\$ 738.72	\$ 1.230	\$ 842.40	\$ 1.420	\$ 881.28	\$ 1.490	\$ 946.08	\$ 1.600
		1,000		1,470.00	1.100	1,675.80	1.254	1,911.00	1.430	1,999.20	1.496	2,146.20	1.606
R-3	Single-Family Residential - Alteration	1,500	A	2,020.00	1.218	2,302.80	1.389	2,626.00	1.583	2,747.20	1.656	2,949.20	1.778
		2,500		3,238.00	0.770	3,691.32	0.877	4,209.40	1.000	4,403.68	1.047	4,727.48	1.124
		3,750		4,200.00	1.120	4,788.00	1.277	5,460.00	1.456	5,712.00	1.523	6,132.00	1.635
		667		\$ 766.00	\$ 0.534	\$ 873.24	\$ 0.609	\$ 995.80	\$ 0.694	\$ 1,041.76	\$ 0.726	\$ 1,118.36	\$ 0.780
		1,333		1,122.00	0.630	1,279.08	0.718	1,458.60	0.819	1,525.92	0.857	1,638.12	0.920
R-3	Manufactured Home - Complete	2,000	A	1,542.00	0.697	1,757.88	0.794	2,004.60	0.906	2,097.12	0.948	2,251.32	1.017
		3,333		2,471.00	0.441	2,816.94	0.503	3,212.30	0.573	3,360.56	0.600	3,607.66	0.644
		5,000		3,206.00	0.641	3,654.84	0.731	4,167.80	0.834	4,360.16	0.872	4,680.76	0.936

Current
 Building Plan Check Fee Schedule
 New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
		V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B			
		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
		1.00		1.14		1.30		1.36		1.46			
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF								
		333		\$ 766.00	\$ 1.068	\$ 873.24	\$ 1.218	\$ 995.80	\$ 1.388	\$ 1,041.76	\$ 1.452	\$ 1,118.36	\$ 1.559
		667		1,122.00	1.260	1,279.08	1.436	1,458.60	1.638	1,525.92	1.714	1,638.12	1.840
R-3	Prefabricated Dwelling - Complete	1,000	A	1,542.00	1.394	1,757.88	1.589	2,004.60	1.812	2,097.12	1.895	2,251.32	2.035
		1,667		2,471.00	0.882	2,816.94	1.005	3,212.30	1.147	3,360.56	1.200	3,607.66	1.288
		2,500		3,206.00	1.282	3,654.84	1.462	4,167.80	1.667	4,360.16	1.744	4,680.76	1.872
		250		\$ 1,628.00	\$ 0.253	\$ 1,855.92	\$ 0.288	\$ 2,116.40	\$ 0.329	\$ 2,214.08	\$ 0.344	\$ 2,376.88	\$ 0.369
		1,250		1,881.00	1.026	2,144.34	1.169	2,445.30	1.333	2,558.16	1.395	2,746.26	1.497
	Modular Building - Complete	2,500	A	3,163.00	1.489	3,605.82	1.698	4,111.90	1.936	4,301.68	2.025	4,617.98	2.174
		6,250		8,747.00	0.951	9,971.58	1.084	11,371.10	1.237	11,895.92	1.294	12,770.62	1.389
		12,500		14,692.00	1.175	16,748.88	1.340	19,099.60	1.528	19,981.12	1.598	21,450.32	1.716
		250		\$ 181.00	\$ 0.029	\$ 206.34	\$ 0.033	\$ 235.30	\$ 0.038	\$ 246.16	\$ 0.039	\$ 264.26	\$ 0.042
		1,250		210.00	0.114	239.40	0.130	273.00	0.148	285.60	0.154	306.60	0.166
	Manufactured Building - Fnd	2,500	A	352.00	0.166	401.28	0.189	457.60	0.216	478.72	0.226	513.92	0.242
		6,250		974.00	0.106	1,110.36	0.121	1,266.20	0.138	1,324.64	0.144	1,422.04	0.155
		12,500		1,637.00	0.131	1,866.18	0.149	2,128.10	0.170	2,226.32	0.178	2,390.02	0.191
		1,000		\$ 4,234.00	\$ 0.165	\$ 4,826.76	\$ 0.188	\$ 5,504.20	\$ 0.215	\$ 5,758.24	\$ 0.224	\$ 6,181.64	\$ 0.241
		5,000		4,894.00	0.666	5,579.16	0.760	6,362.20	0.866	6,655.84	0.906	7,145.24	0.973
S-1/S-2	Warehouse - Complete	10,000	A	8,226.00	0.968	9,377.64	1.104	10,693.80	1.259	11,187.36	1.317	12,009.96	1.414
		25,000		22,750.00	0.619	25,935.00	0.705	29,575.00	0.804	30,940.00	0.841	33,215.00	0.903
		50,000		38,214.00	0.764	43,563.96	0.871	49,678.20	0.994	51,971.04	1.039	55,792.44	1.116
		500		\$ 2,042.00	\$ 0.159	\$ 2,327.88	\$ 0.181	\$ 2,654.60	\$ 0.207	\$ 2,777.12	\$ 0.216	\$ 2,981.32	\$ 0.232
		2,500		2,360.00	0.643	2,690.40	0.733	3,068.00	0.836	3,209.60	0.875	3,445.60	0.939
S-1	Repair Garage & Service St - Complete	5,000	A	3,968.00	0.934	4,523.52	1.065	5,158.40	1.214	5,396.48	1.270	5,793.28	1.363
		12,500		10,972.00	0.597	12,508.08	0.680	14,263.60	0.776	14,921.92	0.811	16,019.12	0.871
		25,000		18,430.00	0.737	21,010.20	0.840	23,959.00	0.958	25,064.80	1.003	26,907.80	1.076
		500		\$ 1,703.00	\$ 0.133	\$ 1,941.42	\$ 0.151	\$ 2,213.90	\$ 0.172	\$ 2,316.08	\$ 0.180	\$ 2,486.38	\$ 0.193
		2,500		1,968.00	0.536	2,243.52	0.611	2,558.40	0.697	2,676.48	0.729	2,873.28	0.783
S-1	Repair Garage & Service St - Shell	5,000	A	3,308.00	0.779	3,771.12	0.888	4,300.40	1.012	4,498.88	1.059	4,829.68	1.137
		12,500		9,149.00	0.497	10,429.86	0.567	11,893.70	0.647	12,442.64	0.677	13,357.54	0.726
		25,000		15,367.00	0.615	17,518.38	0.701	19,977.10	0.799	20,899.12	0.836	22,435.82	0.897
		500		\$ 1,143.00	\$ 0.089	\$ 1,303.02	\$ 0.101	\$ 1,485.90	\$ 0.116	\$ 1,554.48	\$ 0.121	\$ 1,668.78	\$ 0.130
		2,500		1,321.00	0.360	1,505.94	0.410	1,717.30	0.467	1,796.56	0.489	1,928.66	0.525
S-1	Repair Garage & Service St - TI	5,000	A	2,220.00	0.523	2,530.80	0.596	2,886.00	0.679	3,019.20	0.711	3,241.20	0.763
		12,500		6,140.00	0.334	6,999.60	0.381	7,982.00	0.434	8,350.40	0.454	8,964.40	0.487
		25,000		10,313.00	0.413	11,756.82	0.470	13,406.90	0.536	14,025.68	0.561	15,056.98	0.602
		1,000		\$ 3,481.00	\$ 0.136	\$ 3,968.34	\$ 0.154	\$ 4,525.30	\$ 0.176	\$ 4,734.16	\$ 0.184	\$ 5,082.26	\$ 0.198
		5,000		4,023.00	0.548	4,586.22	0.625	5,229.90	0.712	5,471.28	0.745	5,873.58	0.800
S-2	Parking Garage - Complete	10,000	A	6,763.00	0.796	7,709.82	0.908	8,791.90	1.035	9,197.68	1.083	9,873.98	1.162
		25,000		18,704.00	0.509	21,322.56	0.580	24,315.20	0.661	25,437.44	0.692	27,307.84	0.742
		50,000		31,418.00	0.628	35,816.52	0.716	40,843.40	0.817	42,728.48	0.855	45,870.28	0.917
		250		\$ 1,113.00	\$ 0.173	\$ 1,268.82	\$ 0.197	\$ 1,446.90	\$ 0.225	\$ 1,513.68	\$ 0.235	\$ 1,624.98	\$ 0.253
		1,250		1,286.00	0.702	1,466.04	0.800	1,671.80	0.912	1,748.96	0.954	1,877.56	1.024
S-2	Commercial Carport	2,500	A	2,163.00	1.018	2,465.82	1.161	2,811.90	1.324	2,941.68	1.385	3,157.98	1.486
		6,250		5,981.00	0.650	6,818.34	0.741	7,775.30	0.846	8,134.16	0.885	8,732.26	0.950
		12,500		10,046.00	0.804	11,452.44	0.916	13,059.80	1.045	13,662.56	1.093	14,667.16	1.173
		100		\$ 971.00	\$ 0.378	\$ 1,106.94	\$ 0.430	\$ 1,262.30	\$ 0.491	\$ 1,320.56	\$ 0.513	\$ 1,417.66	\$ 0.551
		500		1,122.00	1.528	1,279.08	1.742	1,458.60	1.986	1,525.92	2.078	1,638.12	2.231
U	Accessory Building - Commercial	1,000	A	1,886.00	2.219	2,150.04	2.529	2,451.80	2.884	2,564.96	3.017	2,753.56	3.239
		2,500		5,214.00	1.418	5,943.96	1.617	6,778.20	1.843	7,091.04	1.928	7,612.44	2.070
		5,000		8,759.00	1.752	9,985.26	1.997	11,386.70	2.277	11,912.24	2.382	12,788.14	2.558

Current
 Building Plan Check Fee Schedule
 New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
				V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF								
		167		\$ 507.00	\$ 1.410	\$ 577.98	\$ 1.607	\$ 659.10	\$ 1.833	\$ 689.52	\$ 1.918	\$ 740.22	\$ 2.059
		333		742.00	1.668	845.88	1.902	964.60	2.168	1,009.12	2.268	1,083.32	2.435
U	Accessory Building - Residential	500	A	1,020.00	1.842	1,162.80	2.100	1,326.00	2.395	1,387.20	2.505	1,489.20	2.689
	Such as pool houses, recreation rooms, art studios and sheds	833		1,634.00	1.166	1,862.76	1.330	2,124.20	1.516	2,222.24	1.586	2,385.64	1.703
		1,250		2,120.00	1.696	2,416.80	1.933	2,756.00	2.205	2,883.20	2.307	3,095.20	2.476
		167		\$ 642.00	\$ 1.788	\$ 731.88	\$ 2.038	\$ 834.60	\$ 2.324	\$ 873.12	\$ 2.432	\$ 937.32	\$ 2.610
		333		940.00	2.112	1,071.60	2.408	1,222.00	2.746	1,278.40	2.872	1,372.40	3.084
U	Residential Garage	500	A	1,292.00	2.334	1,472.88	2.661	1,679.60	3.034	1,757.12	3.174	1,886.32	3.408
		833		2,070.00	1.478	2,359.80	1.685	2,691.00	1.922	2,815.20	2.011	3,022.20	2.158
		1,250		2,686.00	2.149	3,062.04	2.450	3,491.80	2.793	3,652.96	2.922	3,921.56	3.137
		167		\$ 390.00	\$ 1.086	\$ 444.60	\$ 1.238	\$ 507.00	\$ 1.412	\$ 530.40	\$ 1.477	\$ 569.40	\$ 1.586
		333		571.00	1.284	650.94	1.464	742.30	1.669	776.56	1.746	833.66	1.875
U	Residential Carport	500	A	785.00	1.419	894.90	1.618	1,020.50	1.845	1,067.60	1.930	1,146.10	2.072
		833		1,258.00	0.898	1,434.12	1.023	1,635.40	1.167	1,710.88	1.221	1,836.68	1.310
		1,250		1,632.00	1.306	1,860.48	1.488	2,121.60	1.697	2,219.52	1.776	2,382.72	1.906
		333		\$ 353.00	\$ 0.492	\$ 402.42	\$ 0.561	\$ 458.90	\$ 0.640	\$ 480.08	\$ 0.669	\$ 515.38	\$ 0.718
		667		517.00	0.579	589.38	0.660	672.10	0.753	703.12	0.787	754.82	0.845
	Residential Patio Cover	1,000	A	710.00	0.644	809.40	0.734	923.00	0.837	965.60	0.875	1,036.60	0.940
		1,667		1,139.00	0.406	1,298.46	0.462	1,480.70	0.527	1,549.04	0.552	1,662.94	0.592
		2,500		1,477.00	0.591	1,683.78	0.674	1,920.10	0.768	2,008.72	0.803	2,156.42	0.863
		333		\$ 393.00	\$ 0.546	\$ 448.02	\$ 0.622	\$ 510.90	\$ 0.710	\$ 534.48	\$ 0.743	\$ 573.78	\$ 0.797
		667		575.00	0.645	655.50	0.735	747.50	0.839	782.00	0.877	839.50	0.942
R-3	Residential Patio Enclosure	1,000	A	790.00	0.716	900.60	0.816	1,027.00	0.930	1,074.40	0.973	1,153.40	1.045
		1,667		1,267.00	0.451	1,444.38	0.514	1,647.10	0.587	1,723.12	0.614	1,849.82	0.659
		2,500		1,643.00	0.657	1,873.02	0.749	2,135.90	0.854	2,234.48	0.894	2,398.78	0.960

Proposed - Effective 7-1-2018

**Building Plan Check Fee Schedule
New Construction, Additions, and Alterations**

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
				Base Cost	Each Additional SF								
A-1	Assembly Group	200	A	\$ 1,045.04	\$ 0.204	\$ 1,191.34	\$ 0.232	\$ 1,358.55	\$ 0.265	\$ 1,421.25	\$ 0.278	\$ 1,525.75	\$ 0.298
		1,000		1,208.23	0.822	1,377.38	0.937	1,570.69	1.069	1,643.19	1.119	1,764.01	1.200
		2,000		2,030.45	1.196	2,314.71	1.362	2,639.58	1.553	2,761.41	1.626	2,964.45	1.745
		5,000		5,615.90	0.764	6,402.12	0.871	7,300.67	0.993	7,637.62	1.039	8,199.21	1.116
		10,000		9,435.15	0.943	10,756.07	1.075	12,265.69	1.227	12,831.80	1.284	13,775.31	1.378
A-2	Assembly Group: Restaurants	100	A	\$ 1,431.04	\$ 0.554	\$ 1,631.39	\$ 0.631	\$ 1,860.35	\$ 0.719	\$ 1,946.22	\$ 0.752	\$ 2,089.32	\$ 0.808
		500		1,652.29	2.253	1,883.61	2.569	2,147.97	2.930	2,247.11	3.065	2,412.34	3.290
		1,000		2,778.92	3.272	3,167.97	3.730	3,612.60	4.252	3,779.33	4.448	4,057.22	4.776
		2,500		7,685.57	2.090	8,761.55	2.382	9,991.24	2.716	10,452.38	2.842	11,220.93	3.050
		5,000		12,909.19	2.581	14,716.47	2.944	16,781.94	3.356	17,556.49	3.512	18,847.41	3.769
A-3	Assembly Group - TI	500	A	\$ 1,584.82	\$ 0.124	\$ 1,806.69	\$ 0.140	\$ 2,060.26	\$ 0.160	\$ 2,155.35	\$ 0.168	\$ 2,313.83	\$ 0.180
		2,500		1,831.17	0.499	2,087.53	0.568	2,380.52	0.648	2,490.39	0.678	2,673.51	0.728
		5,000		3,077.05	0.725	3,507.84	0.825	4,000.17	0.941	4,184.79	0.985	4,492.50	1.058
		12,500		8,510.93	0.463	9,702.46	0.527	11,064.21	0.601	11,574.87	0.629	12,425.96	0.676
		25,000		14,296.29	0.571	16,297.77	0.651	18,585.18	0.744	19,442.96	0.778	20,872.59	0.835
A-3	Church and Religious Bldg - TI	500	A	\$ 1,606.78	\$ 0.126	\$ 1,831.73	\$ 0.143	\$ 2,088.82	\$ 0.163	\$ 2,185.23	\$ 0.171	\$ 2,345.90	\$ 0.184
		2,500		1,857.84	0.505	2,117.94	0.577	2,415.20	0.657	2,526.67	0.687	2,712.45	0.739
		5,000		3,122.56	0.736	3,559.72	0.838	4,059.33	0.956	4,246.68	1.000	4,558.93	1.073
		12,500		8,636.46	0.469	9,845.57	0.535	11,227.40	0.610	11,745.59	0.639	12,609.23	0.686
		25,000		14,508.13	0.581	16,539.26	0.662	18,860.56	0.755	19,731.05	0.789	21,181.86	0.847
B	Restaurant - Complete	500	A	\$ 5,661.40	\$ 0.441	\$ 6,454.00	\$ 0.502	\$ 7,359.82	\$ 0.573	\$ 7,699.51	\$ 0.599	\$ 8,265.65	\$ 0.643
		2,500		6,543.25	1.783	7,459.30	2.032	8,506.22	2.318	8,898.82	2.424	9,553.14	2.603
		5,000		10,999.56	2.589	12,539.50	2.952	14,299.43	3.366	14,959.41	3.521	16,059.36	3.780
		12,500		30,420.62	1.654	34,679.50	1.886	39,546.80	2.151	41,372.04	2.250	44,414.10	2.415
		25,000		51,098.54	2.045	58,252.34	2.330	66,428.10	2.657	69,494.01	2.780	74,603.87	2.984
B	Restaurant - Shell	500	A	\$ 4,379.43	\$ 0.341	\$ 4,992.55	\$ 0.388	\$ 5,693.25	\$ 0.442	\$ 5,956.02	\$ 0.463	\$ 6,393.96	\$ 0.497
		2,500		5,060.43	1.379	5,768.89	1.572	6,578.55	1.792	6,882.18	1.875	7,388.22	2.013
		5,000		8,507.79	2.002	9,698.88	2.283	11,060.13	2.603	11,570.60	2.724	12,421.38	2.925
		12,500		23,529.02	1.279	26,823.09	1.459	30,587.73	1.663	31,999.47	1.740	34,352.37	1.867
		25,000		39,521.54	1.580	45,054.55	1.803	51,378.00	2.056	53,749.29	2.150	57,701.45	2.308
B	Restaurant - TI	250	A	\$ 2,394.48	\$ 0.373	\$ 2,729.71	\$ 0.425	\$ 3,112.83	\$ 0.485	\$ 3,256.50	\$ 0.508	\$ 3,495.95	\$ 0.544
		1,250		2,767.94	1.509	3,155.45	1.720	3,598.32	1.961	3,764.39	2.052	4,041.19	2.203
		2,500		4,654.02	2.190	5,305.59	2.496	6,050.23	2.848	6,329.47	2.980	6,794.87	3.198
		6,250		12,868.39	1.400	14,669.96	1.596	16,728.91	1.820	17,501.01	1.903	18,787.85	2.043
		12,500		21,616.26	1.729	24,642.54	1.971	28,101.14	2.249	29,398.11	2.352	31,559.74	2.525
B	Offices, etc. - Complete	1,000	A	\$ 8,860.85	\$ 0.345	\$ 10,101.36	\$ 0.394	\$ 11,519.10	\$ 0.449	\$ 12,050.75	\$ 0.469	\$ 12,936.84	\$ 0.504
		5,000		10,241.68	1.395	11,675.51	1.590	13,314.18	1.814	13,928.68	1.897	14,952.85	2.037
		10,000		17,216.43	2.026	19,626.73	2.310	22,381.36	2.635	23,414.35	2.755	25,135.99	2.958
		25,000		47,611.94	1.295	54,277.62	1.475	61,895.53	1.682	64,752.25	1.761	69,513.44	1.889
		50,000		79,973.57	1.599	91,169.87	1.823	103,965.64	2.079	108,764.05	2.175	116,761.41	2.335
B	Offices, etc. - Shell	1,000	A	\$ 7,453.34	\$ 0.290	\$ 8,496.81	\$ 0.331	\$ 9,689.34	\$ 0.378	\$ 10,136.54	\$ 0.395	\$ 10,881.88	\$ 0.424
		5,000		8,614.49	1.174	9,820.52	1.337	11,198.84	1.525	11,715.71	1.596	12,577.16	1.713
		10,000		14,481.45	1.704	16,508.85	1.943	18,825.89	2.216	19,694.77	2.318	21,142.92	2.489
		25,000		40,047.20	1.089	45,653.80	1.241	52,061.35	1.415	54,464.19	1.481	58,468.91	1.590
		50,000		67,268.37	1.345	76,685.94	1.533	87,448.88	1.750	91,484.98	1.830	98,211.82	1.965
B	Commercial Building - Addition	500	A	\$ 6,794.31	\$ 0.530	\$ 7,745.51	\$ 0.604	\$ 8,832.60	\$ 0.689	\$ 9,240.26	\$ 0.720	\$ 9,919.69	\$ 0.774
		2,500		7,853.47	2.139	8,952.95	2.438	10,209.51	2.780	10,680.72	2.909	11,466.06	3.123
		5,000		13,201.04	3.108	15,049.19	3.543	17,161.36	4.040	17,953.42	4.227	19,273.52	4.538
		12,500		36,508.82	1.985	41,620.05	2.263	47,461.47	2.581	49,652.00	2.700	53,302.88	2.898
		25,000		61,324.52	2.453	69,909.96	2.796	79,721.88	3.188	83,401.35	3.336	89,533.80	3.581

Proposed - Effective 7-1-2018

**Building Plan Check Fee Schedule
New Construction, Additions, and Alterations**

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
				Base Cost	Each Additional SF								
		500		\$ 1,636.60	\$ 0.129	\$ 1,865.72	\$ 0.146	\$ 2,127.58	\$ 0.166	\$ 2,225.77	\$ 0.174	\$ 2,389.43	\$ 0.187
		2,500		1,892.36	0.515	2,157.30	0.587	2,460.07	0.670	2,573.62	0.701	2,762.85	0.752
B	Offices, etc. - Non-Medical TI	5,000	A	3,180.62	0.748	3,625.90	0.854	4,134.80	0.973	4,325.64	1.018	4,643.70	1.092
		12,500		8,793.37	0.479	10,024.45	0.544	11,431.39	0.621	11,958.99	0.651	12,838.33	0.698
		25,000		14,771.74	0.592	16,839.78	0.673	19,203.26	0.769	20,089.56	0.803	21,566.74	0.863
		1,000		\$ 9,830.57	\$ 0.383	\$ 11,206.84	\$ 0.436	\$ 12,779.73	\$ 0.497	\$ 13,369.57	\$ 0.521	\$ 14,352.62	\$ 0.559
		5,000		11,360.46	1.547	12,950.93	1.764	14,768.60	2.012	15,450.23	2.104	16,586.27	2.260
B	Medical Offices - Complete	10,000	A	19,097.81	2.249	21,771.51	2.562	24,827.16	2.922	25,973.03	3.057	27,882.81	3.281
		25,000		52,815.16	1.436	60,209.28	1.637	68,659.71	1.867	71,828.62	1.954	77,110.14	2.096
		50,000		88,715.16	1.775	101,135.28	2.023	115,329.71	2.307	120,652.62	2.413	129,524.14	2.591
		1,000		\$ 6,877.47	\$ 0.268	\$ 7,840.32	\$ 0.304	\$ 8,940.71	\$ 0.348	\$ 9,353.36	\$ 0.364	\$ 10,041.11	\$ 0.391
		5,000		7,947.62	1.083	9,060.28	1.235	10,331.90	1.408	10,808.76	1.472	11,603.52	1.580
B	Medical Offices - Shell	10,000	A	13,361.10	1.572	15,231.65	1.794	17,369.42	2.045	18,171.09	2.139	19,507.20	2.296
		25,000		36,949.74	1.004	42,122.71	1.145	48,034.67	1.306	50,251.65	1.367	53,946.63	1.467
		50,000		62,066.72	1.241	70,756.06	1.415	80,686.74	1.613	84,410.74	1.688	90,617.41	1.812
		500		\$ 3,485.03	\$ 0.271	\$ 3,972.93	\$ 0.309	\$ 4,530.53	\$ 0.353	\$ 4,739.63	\$ 0.369	\$ 5,088.14	\$ 0.397
		2,500		4,027.94	1.097	4,591.85	1.251	5,236.33	1.426	5,478.00	1.492	5,880.80	1.602
B	Medical Offices - TI	5,000	A	6,770.77	1.594	7,718.68	1.817	8,802.00	2.071	9,208.25	2.167	9,885.33	2.327
		12,500		18,724.36	1.018	21,345.77	1.161	24,341.67	1.324	25,465.13	1.384	27,337.57	1.486
		25,000		31,451.53	1.258	35,854.75	1.434	40,886.99	1.635	42,774.08	1.710	45,919.24	1.837
		100		\$ 2,760.09	\$ 1.075	\$ 3,146.50	\$ 1.225	\$ 3,588.12	\$ 1.398	\$ 3,753.72	\$ 1.462	\$ 4,029.73	\$ 1.569
		500		3,190.03	4.346	3,636.63	4.955	4,147.04	5.650	4,338.44	5.911	4,657.44	6.346
E	Shell	1,000	A	5,363.27	6.311	6,114.13	7.194	6,972.25	8.205	7,294.04	8.583	7,830.37	9.214
		2,500		14,829.80	4.033	16,905.97	4.596	19,278.73	5.241	20,168.52	5.484	21,651.50	5.887
		5,000		24,909.85	4.982	28,397.23	5.680	32,382.81	6.477	33,877.40	6.775	36,368.38	7.274
		150		\$ 1,544.02	\$ 0.400	\$ 1,760.18	\$ 0.457	\$ 2,007.22	\$ 0.521	\$ 2,099.87	\$ 0.544	\$ 2,254.27	\$ 0.584
		750		1,784.09	1.621	2,033.87	1.848	2,319.32	2.107	2,426.37	2.205	2,604.78	2.368
E	Educational Building - TI	1,500	A	3,000.17	2.354	3,420.19	2.685	3,900.22	3.061	4,080.23	3.203	4,380.24	3.438
		3,750		8,297.53	1.503	9,459.18	1.715	10,786.79	1.955	11,284.64	2.045	12,114.39	2.195
		7,500		13,936.96	1.858	15,888.14	2.118	18,118.05	2.416	18,954.27	2.528	20,347.97	2.713
		500		\$ 6,075.65	\$ 0.474	\$ 6,926.24	\$ 0.540	\$ 7,898.35	\$ 0.615	\$ 8,262.88	\$ 0.643	\$ 8,870.45	\$ 0.690
		2,500		7,021.83	1.913	8,004.89	2.181	9,128.38	2.487	9,549.69	2.602	10,251.87	2.793
F-1	Industrial Building - Shell	5,000	A	11,804.52	2.779	13,457.16	3.168	15,345.88	3.612	16,054.15	3.780	17,234.60	4.058
		12,500		32,647.20	1.775	37,217.81	2.024	42,441.37	2.308	44,400.20	2.415	47,664.92	2.592
		25,000		54,837.76	2.194	62,515.05	2.501	71,289.09	2.851	74,579.36	2.983	80,063.13	3.203
		500		\$ 1,664.84	\$ 0.130	\$ 1,897.92	\$ 0.149	\$ 2,164.29	\$ 0.169	\$ 2,264.18	\$ 0.177	\$ 2,430.67	\$ 0.190
		2,500		1,925.32	0.524	2,194.86	0.598	2,502.91	0.681	2,618.43	0.712	2,810.96	0.766
F-1	Industrial Building - TI	5,000	A	3,235.53	0.761	3,688.51	0.868	4,206.20	0.990	4,400.33	1.036	4,723.88	1.113
		12,500		8,948.72	0.486	10,201.54	0.555	11,633.33	0.632	12,170.26	0.662	13,065.13	0.711
		25,000		15,032.21	0.601	17,136.72	0.686	19,541.88	0.781	20,443.81	0.818	21,947.03	0.877
		500		\$ 4,589.69	\$ 0.358	\$ 5,232.25	\$ 0.406	\$ 5,966.60	\$ 0.464	\$ 6,241.98	\$ 0.485	\$ 6,700.95	\$ 0.521
		2,500		5,303.64	1.445	6,046.15	1.648	6,894.73	1.878	7,212.95	1.965	7,743.32	2.109
H	Hazardous H- Complete	5,000	A	8,915.77	2.099	10,163.97	2.393	11,590.50	2.729	12,125.44	2.854	13,017.02	3.065
		12,500		24,657.22	1.342	28,109.23	1.528	32,054.39	1.743	33,533.82	1.823	35,999.54	1.958
		25,000		41,418.61	1.657	47,217.22	1.889	53,844.19	2.154	56,329.31	2.253	60,471.17	2.420
		500		\$ 2,209.33	\$ 0.173	\$ 2,518.63	\$ 0.196	\$ 2,872.13	\$ 0.224	\$ 3,004.69	\$ 0.235	\$ 3,225.62	\$ 0.253
		2,500		2,554.53	0.695	2,912.17	0.792	3,320.90	0.904	3,474.17	0.946	3,729.62	1.015
H	Hazardous H- Shell	5,000	A	4,293.12	1.011	4,894.16	1.152	5,581.06	1.313	5,838.65	1.375	6,267.96	1.475
		12,500		11,872.00	0.645	13,534.08	0.736	15,433.59	0.839	16,145.91	0.879	17,333.11	0.943
		25,000		19,942.00	0.797	22,733.88	0.910	25,924.60	1.037	27,121.12	1.084	29,115.32	1.164

Proposed - Effective 7-1-2018

Building Plan Check Fee Schedule

New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
				Base Cost	Each Additional SF								
		500		\$ 3,343.80	\$ 0.260	\$ 3,811.94	\$ 0.297	\$ 4,346.95	\$ 0.339	\$ 4,547.57	\$ 0.355	\$ 4,881.95	\$ 0.380
		2,500		3,864.75	1.053	4,405.82	1.200	5,024.18	1.370	5,256.06	1.433	5,642.54	1.538
H	Hazardous H- T I	5,000	A	6,497.74	1.530	7,407.43	1.743	8,447.07	1.988	8,836.93	2.081	9,486.71	2.233
		12,500		17,969.61	0.978	20,485.36	1.114	23,360.50	1.269	24,438.67	1.329	26,235.64	1.426
		25,000		30,182.11	1.207	34,407.61	1.376	39,236.74	1.569	41,047.67	1.641	44,065.88	1.762
		250		\$ 8,517.21	\$ 1.326	\$ 9,709.62	\$ 1.511	\$ 11,072.37	\$ 1.724	\$ 11,583.40	\$ 1.803	\$ 12,435.12	\$ 1.936
		1,250		9,843.12	5.363	11,221.15	6.115	12,796.05	6.973	13,386.64	7.295	14,370.95	7.832
I-1	Medical/24 Hour Care - Complete	2,500	A	16,547.99	7.791	18,864.71	8.881	21,512.38	10.127	22,505.26	10.595	24,160.06	11.375
		6,250		45,761.95	4.977	52,168.62	5.674	59,490.53	6.470	62,236.25	6.768	66,812.44	7.267
		12,500		76,866.70	6.149	87,628.04	7.011	99,926.71	7.995	104,538.71	8.363	112,225.39	8.979
		250		\$ 6,114.88	\$ 0.952	\$ 6,970.96	\$ 1.086	\$ 7,949.34	\$ 1.238	\$ 8,316.23	\$ 1.296	\$ 8,927.72	\$ 1.390
		1,250		7,067.34	3.851	8,056.76	4.389	9,187.54	5.006	9,611.58	5.236	10,318.31	5.621
I-1	Medical/24 Hour Care - Shell	2,500	A	11,879.84	5.594	13,543.02	6.377	15,443.79	7.271	16,156.58	7.607	17,344.57	8.166
		6,250		32,854.33	3.573	37,453.93	4.073	42,710.63	4.645	44,681.89	4.860	47,967.32	5.217
		12,500		55,186.11	4.416	62,912.16	5.034	71,741.94	5.740	75,053.11	6.003	80,571.72	6.446
		250		\$ 2,667.51	\$ 0.416	\$ 3,040.96	\$ 0.474	\$ 3,467.77	\$ 0.541	\$ 3,627.82	\$ 0.565	\$ 3,894.57	\$ 0.607
		1,250		3,083.33	1.681	3,515.00	1.916	4,008.33	2.186	4,193.33	2.286	4,501.66	2.454
I-1	Medical/24Hour Care - TI	2,500	A	5,184.39	2.440	5,910.20	2.782	6,739.70	3.173	7,050.77	3.319	7,569.21	3.563
		6,250		14,335.52	1.560	16,342.49	1.778	18,636.18	2.027	19,496.31	2.121	20,929.86	2.277
		12,500		24,081.35	1.927	27,452.74	2.197	31,305.76	2.504	32,750.64	2.620	35,158.78	2.813
		250		\$ 6,882.18	\$ 1.072	\$ 7,845.69	\$ 1.222	\$ 8,946.83	\$ 1.393	\$ 9,359.76	\$ 1.458	\$ 10,047.98	\$ 1.564
		1,250		7,953.89	4.334	9,067.44	4.941	10,340.06	5.635	10,817.29	5.895	11,612.68	6.328
I-4	Day Care Facility - Complete	2,500	A	13,372.08	6.295	15,244.17	7.177	17,383.70	8.185	18,186.03	8.561	19,523.24	9.192
		6,250		36,979.56	4.022	42,156.70	4.585	48,073.42	5.228	50,292.20	5.470	53,990.15	5.872
		12,500		62,115.36	4.969	70,811.51	5.665	80,749.97	6.460	84,476.89	6.758	90,688.43	7.256
		100		\$ 1,605.21	\$ 0.625	\$ 1,829.94	\$ 0.711	\$ 2,086.78	\$ 0.811	\$ 2,183.09	\$ 0.849	\$ 2,343.61	\$ 0.910
		500		1,854.71	2.526	2,114.36	2.879	2,411.12	3.284	2,522.40	3.436	2,707.87	3.689
I-4	Day Care Facility - TI	1,000	A	3,117.85	3.670	3,554.35	4.185	4,053.21	4.772	4,240.28	4.991	4,552.06	5.359
		2,500		8,623.91	2.344	9,831.26	2.674	11,211.08	3.049	11,728.52	3.188	12,590.91	3.424
		5,000		14,486.16	2.897	16,514.22	3.303	18,832.00	3.766	19,701.17	3.940	21,149.79	4.230
		1,000		\$ 7,191.30	\$ 0.279	\$ 8,198.08	\$ 0.319	\$ 9,348.69	\$ 0.364	\$ 9,780.16	\$ 0.380	\$ 10,499.29	\$ 0.408
		5,000		8,310.08	1.131	9,473.50	1.290	10,803.11	1.472	11,301.71	1.539	12,132.72	1.652
M	Retail Sales - Complete	10,000	A	13,969.92	1.644	15,925.70	1.875	18,160.89	2.137	18,999.09	2.236	20,396.08	2.401
		25,000		38,634.98	1.050	44,043.88	1.197	50,225.48	1.365	52,543.58	1.428	56,407.08	1.533
		50,000		64,897.42	1.298	73,983.06	1.480	84,366.65	1.687	88,260.49	1.765	94,750.23	1.896
		1,000		\$ 5,680.23	\$ 0.221	\$ 6,475.46	\$ 0.253	\$ 7,384.30	\$ 0.287	\$ 7,725.11	\$ 0.301	\$ 8,293.14	\$ 0.323
		5,000		6,565.22	0.894	7,484.35	1.020	8,534.78	1.163	8,928.70	1.216	9,585.22	1.306
M	Retail Sales - Shell	10,000	A	11,037.22	1.299	12,582.43	1.481	14,348.39	1.688	15,010.62	1.767	16,114.34	1.897
		25,000		30,522.61	0.830	34,795.78	0.946	39,679.39	1.080	41,510.75	1.128	44,563.01	1.211
		50,000		51,269.57	1.025	58,447.31	1.169	66,650.45	1.334	69,726.62	1.395	74,853.58	1.497
		1,000		\$ 2,071.24	\$ 0.082	\$ 2,361.22	\$ 0.093	\$ 2,692.62	\$ 0.105	\$ 2,816.89	\$ 0.110	\$ 3,024.02	\$ 0.118
		5,000		2,394.48	0.326	2,729.71	0.372	3,112.83	0.424	3,256.50	0.444	3,495.95	0.475
M	Retail Sales - TI	10,000	A	4,024.80	0.474	4,588.28	0.540	5,232.25	0.615	5,473.73	0.645	5,876.21	0.692
		25,000		11,129.80	0.303	12,687.97	0.345	14,468.74	0.394	15,136.53	0.411	16,249.51	0.442
		50,000		18,694.55	0.373	21,311.79	0.427	24,302.91	0.486	25,424.59	0.508	27,294.04	0.546
		2,500		\$ 24,964.77	\$ 0.389	\$ 28,459.84	\$ 0.442	\$ 32,454.20	\$ 0.505	\$ 33,952.09	\$ 0.529	\$ 36,448.57	\$ 0.568
		12,500		28,851.49	1.572	32,890.70	1.792	37,506.94	2.043	39,238.03	2.139	42,123.18	2.296
R-1	Hotel Low/Mid Rise - Complete	25,000	A	48,503.21	2.283	55,293.66	2.603	63,054.17	2.969	65,964.36	3.105	70,814.68	3.334
		62,500		134,133.47	1.459	152,912.16	1.663	174,373.51	1.897	182,421.52	1.983	195,834.87	2.129
		125,000		225,305.88	1.803	256,848.70	2.056	292,897.64	2.343	306,416.00	2.451	328,946.59	2.631

Proposed - Effective 7-1-2018

**Building Plan Check Fee Schedule
New Construction, Additions, and Alterations**

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
				Base Cost	Each Additional SF								
		2,500		\$ 20,249.55	\$ 0.315	\$ 23,084.49	\$ 0.359	\$ 26,324.42	\$ 0.410	\$ 27,539.39	\$ 0.428	\$ 29,564.35	\$ 0.460
		12,500		23,403.49	1.276	26,679.98	1.453	30,424.54	1.657	31,828.75	1.734	34,169.10	1.861
R-1	Hotel Low/Mid Rise - Shell	25,000	A	39,342.66	1.852	44,850.63	2.112	51,145.46	2.409	53,506.02	2.518	57,440.28	2.704
		62,500		108,799.95	1.183	124,031.95	#VALUE!	141,439.94	1.538	147,967.94	1.610	158,847.93	1.728
		125,000		182,754.36	1.462	208,339.97	1.666	237,580.67	1.900	248,545.93	1.988	266,821.37	2.134
		2,500		\$ 13,039.42	\$ 0.202	\$ 14,864.94	\$ 0.232	\$ 16,951.25	\$ 0.264	\$ 17,733.62	\$ 0.276	\$ 19,037.56	\$ 0.297
		12,500		15,069.87	0.821	17,179.65	0.937	19,590.83	1.067	20,495.03	1.117	22,002.01	1.199
R-1	Hotel Low/Mid Rise - TI	25,000	A	25,335.08	1.193	28,882.00	1.360	32,935.61	1.550	34,455.71	-	36,989.22	1.742
		62,500		70,062.98	0.763	79,871.80	0.869	91,081.87	0.990	95,285.65	1.036	102,291.95	1.113
		125,000		117,685.91	0.941	134,161.93	1.073	152,991.68	1.224	160,052.83	1.280	171,821.42	1.375
		1,667		\$ 4,411.30	\$ 1.230	\$ 5,028.88	\$ 1.403	\$ 5,734.69	\$ 1.600	\$ 5,999.37	\$ 1.673	\$ 6,440.50	\$ 1.797
		3,333		6,461.90	1.448	7,366.56	1.651	8,400.47	1.882	8,788.18	1.969	9,434.37	2.114
R-2	Multi-family Residential - New	5,000	A	8,875.24	1.605	10,117.77	1.831	11,537.81	2.087	12,070.33	2.184	12,957.85	2.345
		8,333		14,228.30	1.015	16,220.27	1.157	18,496.80	1.319	19,350.49	1.380	20,773.32	1.482
		12,500		18,456.52	1.476	21,040.43	1.683	23,993.47	1.919	25,100.86	2.008	26,946.51	2.156
		667		\$ 1,714.17	\$ 1.195	\$ 1,954.15	\$ 1.362	\$ 2,228.42	\$ 1.553	\$ 2,331.27	\$ 1.625	\$ 2,502.69	\$ 1.744
		1,333		2,510.61	1.406	2,862.09	1.602	3,263.79	1.827	3,414.43	1.912	3,665.49	2.053
R-2	Multi-Family Residential - Addition	2,000	A	3,447.79	1.560	3,930.49	1.778	4,482.13	2.028	4,689.00	2.120	5,033.78	2.277
		3,333		5,527.00	0.985	6,300.78	1.124	7,185.10	1.280	7,516.72	1.340	8,069.42	1.438
		5,000		7,169.08	1.434	8,172.75	1.634	9,319.80	1.864	9,749.95	1.950	10,466.85	2.093
		667		\$ 1,700.44	\$ 1.187	\$ 1,938.50	\$ 1.353	\$ 2,210.57	\$ 1.541	\$ 2,312.60	\$ 1.613	\$ 2,482.64	\$ 1.731
		1,333		2,491.15	1.396	2,839.92	1.591	3,238.50	1.814	3,387.97	1.898	3,637.09	2.037
R-2	Multi-Family Residential - Alteration	2,000	A	3,421.48	1.547	3,900.48	1.765	4,447.92	2.012	4,653.21	2.104	4,995.35	2.259
		3,333		5,484.66	0.978	6,252.51	1.116	7,130.06	1.272	7,459.14	1.331	8,007.60	1.428
		5,000		7,115.30	1.424	8,111.44	1.623	9,249.89	1.850	9,676.80	1.935	10,388.33	2.078
		1,000		\$ 2,260.00	\$ 1.050	\$ 2,576.41	\$ 1.198	\$ 2,938.01	\$ 1.365	\$ 3,073.61	\$ 1.428	\$ 3,299.61	\$ 1.533
		2,000		3,310.48	1.237	3,773.94	1.410	4,303.62	1.608	4,502.25	1.682	4,833.30	1.806
R-3	Single-Family (custom or model)	3,000	A	4,547.47	1.371	5,184.12	1.563	5,911.71	1.782	6,184.56	1.864	6,639.31	2.001
		5,000		7,289.23	0.867	8,309.72	0.989	9,476.00	1.127	9,913.35	1.179	10,642.28	1.266
		7,500		9,456.55	1.261	10,780.46	1.437	12,293.51	1.639	12,860.90	1.715	13,806.56	1.841
		667		\$ 723.20	\$ 0.503	\$ 824.45	\$ 0.573	\$ 940.16	\$ 0.653	\$ 983.55	\$ 0.684	\$ 1,055.87	\$ 0.735
		1,333		1,058.48	0.593	1,206.67	0.675	1,376.03	0.770	1,439.54	0.806	1,545.39	0.865
R-3	Single-Family - Production / Repeat	2,000	A	1,453.27	0.658	1,656.73	0.751	1,889.25	0.856	1,976.45	0.895	2,121.77	0.961
		3,333		2,330.95	0.415	2,657.29	0.474	3,030.24	0.540	3,170.09	0.565	3,403.19	0.606
		5,000		3,023.26	0.604	3,446.51	0.689	3,930.23	0.786	4,111.63	0.823	4,413.96	0.882
		250		\$ 870.82	\$ 1.213	\$ 992.11	\$ 1.385	\$ 1,132.06	\$ 1.579	\$ 1,184.31	\$ 1.648	\$ 1,271.39	\$ 1.774
		1,000		1,781.68	1.332	2,031.12	1.518	2,316.19	1.731	2,423.09	1.811	2,601.26	1.944
R-3	Single-Family Residential - Addition	1,500	A	2,447.67	1.476	2,790.35	1.683	3,181.97	1.919	3,328.83	2.007	3,573.60	2.155
		2,500		3,923.83	0.933	4,473.16	1.063	5,100.97	1.213	5,336.40	1.269	5,728.79	1.362
		3,750		5,089.87	1.357	5,802.46	1.547	6,616.84	1.765	6,922.23	1.846	7,431.22	1.982
		250		\$ 741.51	\$ 1.254	\$ 845.32	\$ 1.407	\$ 963.96	\$ 1.625	\$ 1,008.45	\$ 1.705	\$ 1,082.61	\$ 1.831
		1,000		1,682.13	1.259	1,917.63	1.435	2,186.77	1.636	2,287.70	1.712	2,455.91	1.838
R-3	Single-Family Residential - Alteration	1,500	A	2,311.50	1.394	2,635.11	1.589	3,004.95	1.811	3,143.64	1.895	3,374.79	2.035
		2,500		3,705.26	0.881	4,224.00	1.004	4,816.84	1.144	5,039.16	1.198	5,409.68	1.286
		3,750		4,806.09	1.282	5,478.94	1.461	6,247.91	1.666	6,536.28	1.743	7,016.89	1.871
		667		\$ 876.54	\$ 0.611	\$ 999.25	\$ 0.697	\$ 1,139.50	\$ 0.794	\$ 1,192.09	\$ 0.831	\$ 1,279.75	\$ 0.893
		1,333		1,283.91	0.721	1,463.66	0.822	1,669.09	0.937	1,746.12	0.981	1,874.51	1.053
R-3	Manufactured Home - Complete	2,000	A	1,764.52	0.798	2,011.55	0.909	2,293.88	1.037	2,399.75	1.085	2,576.20	1.164
		3,333		2,827.58	0.505	3,223.44	0.576	3,675.85	0.656	3,845.51	0.687	4,128.27	0.737
		5,000		3,668.65	0.734	4,182.26	0.836	4,769.24	0.954	4,989.36	0.998	5,356.22	1.071

Proposed - Effective 7-1-2018

Building Plan Check Fee Schedule

New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
				Base Cost	Each Additional SF								
		333		\$ 876.54	\$ 1.222	\$ 999.25	\$ 1.394	\$ 1,139.50	\$ 1.588	\$ 1,192.09	\$ 1.662	\$ 1,279.75	\$ 1.784
		667		1,283.91	1.442	1,463.66	1.643	1,669.09	1.874	1,746.12	1.961	1,874.51	2.106
R-3	Prefabricated Dwelling - Complete	1,000	A	1,764.52	1.595	2,011.55	1.818	2,293.88	2.073	2,399.75	2.168	2,576.20	2.329
		1,667		2,827.58	1.009	3,223.44	1.150	3,675.85	1.313	3,845.51	1.373	4,128.27	1.474
		2,500		3,668.65	1.467	4,182.26	1.673	4,769.24	1.908	4,989.36	1.996	5,356.22	2.142
		250		\$ 1,862.93	\$ 0.290	\$ 2,123.74	\$ 0.330	\$ 2,421.81	\$ 0.376	\$ 2,533.59	\$ 0.394	\$ 2,719.88	\$ 0.422
		1,250		2,152.44	1.174	2,453.78	1.338	2,798.17	1.525	2,927.32	1.596	3,142.56	1.713
	Modular Building - Complete	2,500	A	3,619.44	1.704	4,126.16	1.943	4,705.27	2.215	4,922.44	2.317	5,284.38	2.488
		6,250		10,009.25	1.088	11,410.54	1.240	13,012.02	1.416	13,612.58	1.481	14,613.50	1.589
		12,500		16,812.15	1.345	19,165.85	1.533	21,855.79	1.748	22,864.52	1.829	24,545.74	1.964
		250		\$ 284.01	\$ 0.046	\$ 323.77	\$ 0.052	\$ 369.21	\$ 0.060	\$ 386.26	\$ 0.061	\$ 414.66	\$ 0.066
		1,250		329.52	0.179	375.65	0.204	428.37	0.232	448.14	0.242	481.09	0.260
	Manufactured Building - Fnd	2,500	A	552.33	0.260	629.66	0.297	718.03	0.339	751.17	0.355	806.40	0.380
		6,250		1,528.33	0.166	1,742.29	0.190	1,986.83	0.217	2,078.53	0.226	2,231.36	0.243
		12,500		2,568.66	0.206	2,928.27	0.234	3,339.25	0.267	3,493.37	0.279	3,750.24	0.300
		1,000		\$ 6,643.67	\$ 0.259	\$ 7,573.79	\$ 0.295	\$ 8,636.78	\$ 0.337	\$ 9,035.40	\$ 0.351	\$ 9,699.76	\$ 0.378
		5,000		7,679.30	1.045	8,754.40	1.193	9,983.08	1.359	10,443.84	1.422	11,211.77	1.527
S-1/S-2	Warehouse - Complete	10,000	A	12,907.62	1.519	14,714.68	1.732	16,779.90	1.976	17,554.36	2.067	18,845.12	2.219
		25,000		35,697.58	0.971	40,695.24	1.106	46,406.86	1.262	48,548.71	1.320	52,118.47	1.417
		50,000		59,962.52	1.199	68,357.28	1.367	77,951.28	1.560	81,549.03	1.630	87,545.28	1.751
		500		\$ 3,204.15	\$ 0.249	\$ 3,652.73	\$ 0.284	\$ 4,165.40	\$ 0.325	\$ 4,357.65	\$ 0.339	\$ 4,678.06	\$ 0.364
		2,500		3,703.13	1.009	4,221.57	1.150	4,814.07	1.312	5,036.26	1.373	5,406.58	1.473
S-1	Repair Garage & Service St - Complete	5,000	A	6,226.29	1.466	7,097.97	1.671	8,094.17	1.905	8,467.75	1.993	9,090.38	2.139
		12,500		17,216.43	0.937	19,626.73	1.067	22,381.36	1.218	23,414.35	1.273	25,135.99	1.367
		25,000		28,918.96	1.156	32,967.62	1.318	37,594.65	1.503	39,329.79	1.574	42,221.69	1.688
		500		\$ 2,672.22	\$ 0.209	\$ 3,046.33	\$ 0.237	\$ 3,473.88	\$ 0.270	\$ 3,634.22	\$ 0.282	\$ 3,901.44	\$ 0.303
		2,500		3,088.04	0.841	3,520.36	0.959	4,014.45	1.094	4,199.73	1.144	4,508.53	1.229
S-1	Repair Garage & Service St - Shell	5,000	A	5,190.66	1.222	5,917.36	1.393	6,747.86	1.588	7,059.30	1.662	7,578.37	1.784
		12,500		14,355.92	0.780	16,365.75	0.890	18,662.70	1.015	19,524.05	1.062	20,959.64	1.139
		25,000		24,112.74	0.965	27,488.52	1.100	31,346.56	1.254	32,793.32	1.312	35,204.59	1.408
		500		\$ 1,793.51	\$ 0.140	\$ 2,044.60	\$ 0.158	\$ 2,331.56	\$ 0.182	\$ 2,439.17	\$ 0.190	\$ 2,618.52	\$ 0.204
		2,500		2,072.81	0.565	2,363.01	0.643	2,694.66	0.733	2,819.03	0.767	3,026.31	0.824
S-1	Repair Garage & Service St - TI	5,000	A	3,483.46	0.821	3,971.14	0.935	4,528.49	1.065	4,737.50	1.116	5,085.85	1.197
		12,500		9,634.42	0.524	10,983.24	0.598	12,524.75	0.681	13,102.82	0.712	14,066.26	0.764
		25,000		16,182.38	0.648	18,447.91	0.737	21,037.10	0.841	22,008.04	0.880	23,626.28	0.945
		1,000		\$ 5,462.12	\$ 0.213	\$ 6,226.82	\$ 0.242	\$ 7,100.76	\$ 0.276	\$ 7,428.49	\$ 0.289	\$ 7,974.70	\$ 0.311
		5,000		6,312.59	0.860	7,196.35	0.981	8,206.36	1.117	8,585.12	1.169	9,216.38	1.255
S-2	Parking Garage - Complete	10,000	A	10,611.99	1.249	12,097.67	1.425	13,795.59	1.624	14,432.31	1.699	15,493.50	1.823
		25,000		29,348.90	0.799	33,457.75	0.910	38,153.58	1.037	39,914.51	1.086	42,849.40	1.164
		50,000		49,298.75	0.985	56,200.58	1.123	64,088.38	1.282	67,046.31	1.342	71,976.18	1.439
		250		\$ 1,746.44	\$ 0.271	\$ 1,990.94	\$ 0.309	\$ 2,270.37	\$ 0.353	\$ 2,375.15	\$ 0.369	\$ 2,549.80	\$ 0.397
		1,250		2,017.89	1.102	2,300.40	1.255	2,623.26	1.431	2,744.34	1.497	2,946.13	1.607
S-2	Commercial Carport	2,500	A	3,394.02	1.597	3,869.18	1.822	4,412.22	2.078	4,615.86	2.173	4,955.26	2.332
		6,250		9,384.93	1.020	10,698.82	1.163	12,200.41	1.327	12,763.51	1.389	13,702.00	1.491
		12,500		15,763.42	1.262	17,970.30	1.437	20,492.45	1.640	21,438.26	1.715	23,014.60	1.841
		100		\$ 1,523.62	\$ 0.593	\$ 1,736.93	\$ 0.675	\$ 1,980.71	\$ 0.770	\$ 2,072.12	\$ 0.805	\$ 2,224.49	\$ 0.865
		500		1,760.56	2.398	2,007.04	2.733	2,288.73	3.116	2,394.36	3.261	2,570.41	3.501
U	Accessory Building - Commercial	1,000	A	2,959.37	3.482	3,373.68	3.968	3,847.18	4.525	4,024.74	4.734	4,320.68	5.082
		2,500		8,181.42	2.225	9,326.81	2.537	10,635.84	2.892	11,126.72	3.025	11,944.87	3.248
		5,000		13,743.96	2.749	15,668.12	3.134	17,867.15	3.573	18,691.79	3.738	20,066.18	4.014

Proposed - Effective 7-1-2018

**Building Plan Check Fee Schedule
New Construction, Additions, and Alterations**

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
				Base Cost	Each Additional SF								
		167		\$ 795.55	\$ 2.212	\$ 906.92	\$ 2.522	\$ 1,034.21	\$ 2.876	\$ 1,081.94	\$ 3.010	\$ 1,161.50	\$ 3.231
		333		1,164.29	2.617	1,327.29	2.984	1,513.58	3.402	1,583.43	3.559	1,699.86	3.821
U	Accessory Building - Residential	500	A	1,600.51	2.890	1,824.58	3.295	2,080.66	3.758	2,176.69	3.931	2,336.74	4.219
	Such as pool houses, recreation rooms, art studios and sheds	833		2,563.95	1.830	2,922.90	2.087	3,333.13	2.379	3,486.97	2.489	3,743.37	2.672
		1,250		3,326.54	2.661	3,792.26	3.033	4,324.51	3.460	4,524.10	3.620	4,856.75	3.885
		167		\$ 1,007.38	\$ 2.806	\$ 1,148.41	\$ 3.198	\$ 1,309.59	\$ 3.647	\$ 1,370.03	\$ 3.816	\$ 1,470.77	\$ 4.095
		333		1,474.98	3.314	1,681.47	3.778	1,917.47	4.309	2,005.97	4.507	2,153.47	4.839
U	Residential Garage	500	A	2,027.31	3.662	2,311.13	4.175	2,635.50	4.761	2,757.14	4.980	2,959.87	5.348
		833		3,248.09	2.319	3,702.82	2.644	4,222.51	3.016	4,417.40	3.156	4,742.21	3.386
		1,250		4,214.67	3.372	4,804.72	3.844	5,479.07	4.383	5,731.95	4.585	6,153.42	4.922
		167		\$ 446.28	\$ 1.243	\$ 508.76	\$ 1.417	\$ 580.16	\$ 1.616	\$ 606.94	\$ 1.690	\$ 651.57	\$ 1.815
		333		653.40	1.469	744.87	1.675	849.42	1.910	888.62	1.998	953.96	2.146
U	Residential Carport	500	A	898.28	1.624	1,024.04	1.851	1,167.76	2.111	1,221.66	2.209	1,311.49	2.371
		833		1,439.54	1.028	1,641.07	1.171	1,871.40	1.335	1,957.77	1.397	2,101.72	1.499
		1,250		1,867.51	1.494	2,128.96	1.703	2,427.76	1.942	2,539.81	2.032	2,726.56	2.181
		333		\$ 403.94	\$ 0.563	\$ 460.49	\$ 0.642	\$ 525.12	\$ 0.732	\$ 549.36	\$ 0.766	\$ 589.75	\$ 0.822
		667		591.61	0.663	674.43	0.755	769.09	0.862	804.58	0.901	863.75	0.967
	Residential Patio Cover	1,000	A	812.46	0.737	926.20	0.840	1,056.19	0.958	1,104.94	1.001	1,186.19	1.076
		1,667		1,303.36	0.465	1,485.84	0.529	1,694.37	0.603	1,772.58	0.632	1,902.91	0.677
		2,500		1,690.14	0.676	1,926.76	0.771	2,197.18	0.879	2,298.59	0.919	2,467.60	0.988
		333		\$ 449.71	\$ 0.625	\$ 512.67	\$ 0.712	\$ 584.63	\$ 0.812	\$ 611.61	\$ 0.850	\$ 656.58	\$ 0.912
		667		657.98	0.738	750.09	0.841	855.37	0.960	894.85	1.004	960.65	1.078
R-3	Residential Patio Enclosure	1,000	A	904.00	0.819	1,030.56	0.934	1,175.20	1.064	1,229.44	1.113	1,319.84	1.196
		1,667		1,449.84	0.516	1,652.81	0.588	1,884.79	0.672	1,971.78	0.703	2,116.76	0.754
		2,500		1,880.10	0.752	2,143.31	0.857	2,444.12	0.977	2,556.93	1.023	2,744.94	1.099

Proposed - Effective 7-1-2019

Building Plan Check Fee Schedule

New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
				Base Cost	Each Additional SF								
A-1	Assembly Group	200	A	\$ 1,076.39	\$ 0.210	\$ 1,227.08	\$ 0.239	\$ 1,399.30	\$ 0.273	\$ 1,463.89	\$ 0.286	\$ 1,571.53	\$ 0.307
		1,000		1,244.47	0.847	1,418.70	0.965	1,617.81	1.101	1,692.48	1.152	1,816.93	1.236
		2,000		2,091.36	1.232	2,384.15	1.403	2,718.77	1.600	2,844.25	1.674	3,053.39	1.797
		5,000		5,784.37	0.787	6,594.19	0.897	7,519.69	1.023	7,866.75	1.070	8,445.19	1.149
		10,000		9,718.20	0.971	11,078.75	1.107	12,633.66	1.264	13,216.75	1.322	14,188.57	1.419
A-2	Assembly Group: Restaurants	100	A	\$ 1,473.97	\$ 0.571	\$ 1,680.33	\$ 0.650	\$ 1,916.16	\$ 0.740	\$ 2,004.60	\$ 0.774	\$ 2,152.00	\$ 0.832
		500		1,701.86	2.321	1,940.12	2.646	2,212.41	3.017	2,314.53	3.156	2,484.71	3.389
		1,000		2,862.29	3.370	3,263.01	3.842	3,720.97	4.380	3,892.71	4.582	4,178.94	4.920
		2,500		7,916.14	2.153	9,024.40	2.453	10,290.98	2.798	10,765.95	2.927	11,557.56	3.142
		5,000		13,296.46	2.659	15,157.97	3.032	17,285.40	3.457	18,083.19	3.617	19,412.84	3.882
A-3	Assembly Group - TI	500	A	\$ 1,632.36	\$ 0.128	\$ 1,860.89	\$ 0.144	\$ 2,122.07	\$ 0.165	\$ 2,220.01	\$ 0.173	\$ 2,383.25	\$ 0.186
		2,500		1,886.10	0.514	2,150.16	0.585	2,451.93	0.667	2,565.10	0.698	2,753.71	0.750
		5,000		3,169.36	0.747	3,613.08	0.850	4,120.17	0.970	4,310.34	1.015	4,627.27	1.089
		12,500		8,766.26	0.477	9,993.54	0.543	11,396.14	0.619	11,922.11	0.648	12,798.74	0.697
		25,000		14,725.18	0.588	16,786.71	0.671	19,142.74	0.766	20,026.25	0.802	21,498.77	0.860
A-3	Church and Religious Bldg - TI	500	A	\$ 1,654.99	\$ 0.129	\$ 1,886.69	\$ 0.147	\$ 2,151.48	\$ 0.168	\$ 2,250.78	\$ 0.176	\$ 2,416.28	\$ 0.189
		2,500		1,913.58	0.520	2,181.48	0.595	2,487.65	0.677	2,602.47	0.708	2,793.82	0.761
		5,000		3,216.23	0.758	3,666.51	0.863	4,181.10	0.984	4,374.08	1.030	4,695.70	1.105
		12,500		8,895.56	0.483	10,140.93	0.551	11,564.22	0.629	12,097.95	0.658	12,987.51	0.706
		25,000		14,943.37	0.598	17,035.44	0.682	19,426.38	0.777	20,322.98	0.813	21,817.32	0.873
B	Restaurant - Complete	500	A	\$ 5,831.24	\$ 0.454	\$ 6,647.62	\$ 0.517	\$ 7,580.62	\$ 0.590	\$ 7,930.49	\$ 0.617	\$ 8,513.62	\$ 0.663
		2,500		6,739.55	1.836	7,683.08	2.093	8,761.41	2.387	9,165.78	2.497	9,839.74	2.681
		5,000		11,329.55	2.667	12,915.69	3.040	14,728.41	3.467	15,408.19	3.627	16,541.14	3.893
		12,500		31,333.24	1.703	35,719.89	1.943	40,733.21	2.216	42,613.20	2.318	45,746.52	2.487
		25,000		52,631.50	2.106	59,999.91	2.400	68,420.94	2.736	71,578.83	2.864	76,841.98	3.074
B	Restaurant - Shell	500	A	\$ 4,510.81	\$ 0.351	\$ 5,142.32	\$ 0.399	\$ 5,864.05	\$ 0.456	\$ 6,134.70	\$ 0.477	\$ 6,585.78	\$ 0.512
		2,500		5,212.24	1.421	5,941.95	1.619	6,775.91	1.846	7,088.65	1.931	7,609.87	2.074
		5,000		8,763.03	2.062	9,989.85	2.352	11,391.93	2.681	11,917.72	2.806	12,794.02	3.013
		12,500		24,234.89	1.317	27,627.78	1.503	31,505.36	1.713	32,959.45	1.792	35,382.94	1.923
		25,000		40,707.19	1.628	46,406.19	1.857	52,919.34	2.117	55,361.77	2.214	59,432.49	2.377
B	Restaurant - TI	250	A	\$ 2,466.32	\$ 0.385	\$ 2,811.60	\$ 0.438	\$ 3,206.21	\$ 0.499	\$ 3,354.19	\$ 0.524	\$ 3,600.83	\$ 0.561
		1,250		2,850.97	1.555	3,250.11	1.771	3,706.27	2.020	3,877.32	2.114	4,162.42	2.269
		2,500		4,793.64	2.256	5,464.75	2.571	6,231.74	2.933	6,519.36	3.069	6,998.72	3.294
		6,250		13,254.44	1.442	15,110.06	1.644	17,230.77	1.875	18,026.04	1.960	19,351.48	2.104
		12,500		22,264.75	1.781	25,381.81	2.030	28,944.17	2.316	30,280.06	2.423	32,506.53	2.600
B	Offices, etc. - Complete	1,000	A	\$ 9,126.67	\$ 0.356	\$ 10,404.41	\$ 0.406	\$ 11,864.67	\$ 0.462	\$ 12,412.27	\$ 0.483	\$ 13,324.94	\$ 0.519
		5,000		10,548.93	1.437	12,025.78	1.637	13,713.60	1.868	14,346.54	1.954	15,401.43	2.098
		10,000		17,732.93	2.087	20,215.54	2.379	23,052.81	2.714	24,116.78	2.838	25,890.07	3.047
		25,000		49,040.30	1.333	55,905.95	1.519	63,752.39	1.733	66,694.81	1.813	71,598.84	1.946
		50,000		82,372.78	1.647	93,904.96	1.878	107,084.61	2.141	112,026.98	2.240	120,264.25	2.405
B	Offices, etc. - Shell	1,000	A	\$ 7,676.94	\$ 0.299	\$ 8,751.71	\$ 0.341	\$ 9,980.02	\$ 0.390	\$ 10,440.64	\$ 0.407	\$ 11,208.33	\$ 0.436
		5,000		8,872.93	1.209	10,115.14	1.377	11,534.81	1.571	12,067.18	1.644	12,954.48	1.765
		10,000		14,915.89	1.755	17,004.12	2.001	19,390.66	2.282	20,285.62	2.387	21,777.20	2.563
		25,000		41,248.61	1.122	47,023.42	1.278	53,623.19	1.458	56,098.11	1.526	60,222.97	1.637
		50,000		69,286.42	1.385	78,986.52	1.579	90,072.34	1.802	94,229.53	1.884	101,158.17	2.023
B	Commercial Building - Addition	500	A	\$ 6,998.14	\$ 0.546	\$ 7,977.88	\$ 0.622	\$ 9,097.58	\$ 0.710	\$ 9,517.47	\$ 0.742	\$ 10,217.28	\$ 0.797
		2,500		8,089.07	2.203	9,221.54	2.512	10,515.79	2.864	11,001.14	2.996	11,810.05	3.216
		5,000		13,597.08	3.202	15,500.67	3.649	17,676.20	4.162	18,492.02	4.354	19,851.73	4.674
		12,500		37,604.08	2.044	42,868.66	2.331	48,885.31	2.659	51,141.55	2.781	54,901.96	2.985
		25,000		63,164.26	2.526	72,007.26	2.880	82,113.54	3.284	85,903.39	3.436	92,219.82	3.688

Proposed - Effective 7-1-2019

**Building Plan Check Fee Schedule
New Construction, Additions, and Alterations**

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
				Base Cost	Each Additional SF								
		500		\$ 1,685.69	\$ 0.133	\$ 1,921.69	\$ 0.150	\$ 2,191.40	\$ 0.171	\$ 2,292.54	\$ 0.179	\$ 2,461.11	\$ 0.192
		2,500		1,949.14	0.530	2,222.01	0.604	2,533.88	0.690	2,650.82	0.722	2,845.74	0.774
B	Offices, etc. - Non-Medical TI	5,000	A	3,276.03	0.771	3,734.68	0.879	4,258.84	1.002	4,455.41	1.049	4,783.01	1.125
		12,500		9,057.17	0.493	10,325.18	0.561	11,774.33	0.640	12,317.76	0.671	13,223.48	0.719
		25,000		15,214.89	0.609	17,344.97	0.693	19,779.36	0.792	20,692.25	0.827	22,213.74	0.889
		1,000		\$ 10,125.48	\$ 0.394	\$ 11,543.05	\$ 0.449	\$ 13,163.13	\$ 0.512	\$ 13,770.66	\$ 0.537	\$ 14,783.20	\$ 0.575
		5,000		11,701.28	1.594	13,339.45	1.817	15,211.66	2.072	15,913.73	2.167	17,083.86	2.327
B	Medical Offices - Complete	10,000	A	19,670.75	2.316	22,424.65	2.639	25,571.97	3.009	26,752.22	3.148	28,719.29	3.379
		25,000		54,399.62	1.479	62,015.56	1.686	70,719.50	1.923	73,983.48	2.012	79,423.44	2.159
		50,000		91,376.62	1.828	104,169.34	2.083	118,789.60	2.376	124,272.20	2.486	133,409.86	2.668
		1,000		\$ 7,083.80	\$ 0.276	\$ 8,075.53	\$ 0.314	\$ 9,208.94	\$ 0.359	\$ 9,633.96	\$ 0.375	\$ 10,342.34	\$ 0.402
		5,000		8,186.04	1.115	9,332.09	1.272	10,641.86	1.450	11,133.02	1.516	11,951.62	1.628
B	Medical Offices - Shell	10,000	A	13,761.93	1.619	15,688.60	1.847	17,890.51	2.106	18,716.22	2.203	20,092.41	2.364
		25,000		38,058.24	1.034	43,386.39	1.180	49,475.71	1.345	51,759.20	1.408	55,565.02	1.511
		50,000		63,928.72	1.278	72,878.74	1.458	83,107.34	1.661	86,943.06	1.739	93,335.93	1.867
		500		\$ 3,589.58	\$ 0.280	\$ 4,092.12	\$ 0.318	\$ 4,666.45	\$ 0.364	\$ 4,881.82	\$ 0.380	\$ 5,240.78	\$ 0.409
		2,500		4,148.78	1.130	4,729.61	1.288	5,393.42	1.469	5,642.34	1.537	6,057.22	1.650
B	Medical Offices - TI	5,000	A	6,973.90	1.642	7,950.24	1.872	9,066.06	2.133	9,484.50	2.232	10,181.89	2.397
		12,500		19,286.09	1.049	21,986.15	1.196	25,071.92	1.364	26,229.09	1.425	28,157.70	1.531
		25,000		32,395.08	1.296	36,930.39	1.477	42,113.60	1.684	44,057.31	1.762	47,296.81	1.893
		100		\$ 2,842.89	\$ 1.107	\$ 3,240.90	\$ 1.262	\$ 3,695.76	\$ 1.440	\$ 3,866.33	\$ 1.506	\$ 4,150.62	\$ 1.616
		500		3,285.73	4.477	3,745.73	5.104	4,271.45	5.820	4,468.59	6.088	4,797.17	6.536
E	Shell	1,000	A	5,524.17	6.500	6,297.55	7.410	7,181.42	8.451	7,512.87	8.841	8,065.28	9.490
		2,500		15,274.69	4.154	17,413.15	4.734	19,857.10	5.398	20,773.58	5.649	22,301.05	6.064
		5,000		25,657.15	5.131	29,249.15	5.851	33,354.29	6.672	34,893.72	6.979	37,459.43	7.493
		150		\$ 1,590.34	\$ 0.412	\$ 1,812.99	\$ 0.470	\$ 2,067.44	\$ 0.537	\$ 2,162.86	\$ 0.561	\$ 2,321.90	\$ 0.601
		750		1,837.62	1.670	2,094.88	1.904	2,388.90	2.171	2,499.16	2.271	2,682.92	2.439
E	Educational Building - TI	1,500	A	3,090.17	2.424	3,522.79	2.765	4,017.22	3.153	4,202.63	3.299	4,511.65	3.541
		3,750		8,546.46	1.548	9,742.96	1.767	11,110.39	2.014	11,623.18	2.106	12,477.83	2.261
		7,500		14,355.07	1.914	16,364.78	2.182	18,661.59	2.489	19,522.90	2.604	20,958.41	2.794
		500		\$ 6,257.92	\$ 0.488	\$ 7,134.03	\$ 0.556	\$ 8,135.30	\$ 0.634	\$ 8,510.77	\$ 0.663	\$ 9,136.56	\$ 0.711
		2,500		7,232.49	1.970	8,245.04	2.247	9,402.23	2.562	9,836.18	2.680	10,559.43	2.877
F-1	Industrial Building - Shell	5,000	A	12,158.66	2.862	13,860.87	3.263	15,806.26	3.720	16,535.78	3.893	17,751.64	4.179
		12,500		33,626.62	1.828	38,334.35	2.085	43,714.61	2.377	45,732.20	2.487	49,094.87	2.670
		25,000		56,482.90	2.259	64,390.50	2.576	73,427.76	2.937	76,816.74	3.072	82,465.03	3.299
		500		\$ 1,714.79	\$ 0.134	\$ 1,954.86	\$ 0.154	\$ 2,229.22	\$ 0.175	\$ 2,332.11	\$ 0.183	\$ 2,503.59	\$ 0.196
		2,500		1,983.08	0.540	2,260.71	0.616	2,578.00	0.701	2,696.98	0.734	2,895.29	0.789
F-1	Industrial Building - TI	5,000	A	3,332.60	0.784	3,799.16	0.894	4,332.38	1.020	4,532.34	1.067	4,865.60	1.146
		12,500		9,217.18	0.501	10,507.58	0.572	11,982.33	0.651	12,535.36	0.682	13,457.08	0.732
		25,000		15,483.18	0.619	17,650.82	0.706	20,128.13	0.805	21,057.12	0.842	22,605.44	0.903
		500		\$ 4,727.38	\$ 0.368	\$ 5,389.21	\$ 0.419	\$ 6,145.59	\$ 0.478	\$ 6,429.24	\$ 0.499	\$ 6,901.97	\$ 0.537
		2,500		5,462.75	1.489	6,227.54	1.697	7,101.58	1.935	7,429.34	2.023	7,975.62	2.172
H	Hazardous H- Complete	5,000	A	9,183.24	2.162	10,468.89	2.465	11,938.21	2.811	12,489.20	2.940	13,407.53	3.156
		12,500		25,396.94	1.382	28,952.51	1.574	33,016.02	1.796	34,539.84	1.878	37,079.53	2.017
		25,000		42,661.17	1.707	48,633.73	1.946	55,459.52	2.219	58,019.19	2.321	62,285.31	2.492
		500		\$ 2,275.61	\$ 0.178	\$ 2,594.19	\$ 0.202	\$ 2,958.29	\$ 0.231	\$ 3,094.83	\$ 0.242	\$ 3,322.39	\$ 0.260
		2,500		2,631.17	0.716	2,999.53	0.816	3,420.52	0.931	3,578.39	0.975	3,841.51	1.046
H	Hazardous H- Shell	5,000	A	4,421.92	1.041	5,040.99	1.186	5,748.49	1.353	6,013.81	1.416	6,456.00	1.519
		12,500		12,228.16	0.664	13,940.10	0.758	15,896.60	0.865	16,630.29	0.905	17,853.11	0.971
		25,000		20,540.26	0.821	23,415.90	0.937	26,702.34	1.068	27,934.76	1.117	29,988.78	1.199

Proposed - Effective 7-1-2019

Building Plan Check Fee Schedule

New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
				Base Cost	Each Additional SF								
		500		\$ 3,444.12	\$ 0.268	\$ 3,926.30	\$ 0.305	\$ 4,477.35	\$ 0.349	\$ 4,684.00	\$ 0.365	\$ 5,028.41	\$ 0.391
		2,500		3,980.70	1.084	4,537.99	1.236	5,174.91	1.411	5,413.75	1.476	5,811.82	1.584
H	Hazardous H- T I	5,000	A	6,692.68	1.576	7,629.65	1.796	8,700.48	2.048	9,102.04	2.143	9,771.31	2.300
		12,500		18,508.70	1.007	21,099.92	1.148	24,061.31	1.308	25,171.84	1.369	27,022.71	1.469
		25,000		31,087.57	1.243	35,439.83	1.417	40,413.85	1.616	42,279.10	1.691	45,387.86	1.815
		250		\$ 8,772.72	\$ 1.366	\$ 10,000.91	\$ 1.556	\$ 11,404.54	\$ 1.776	\$ 11,930.90	\$ 1.857	\$ 12,808.18	\$ 1.994
		1,250		10,138.41	5.524	11,557.79	6.298	13,179.94	7.182	13,788.24	7.514	14,802.08	8.066
I-1	Medical/24 Hour Care - Complete	2,500	A	17,044.43	8.024	19,430.65	9.148	22,157.75	10.431	23,180.42	10.913	24,884.86	11.716
		6,250		47,134.81	5.127	53,733.68	5.844	61,275.25	6.664	64,103.34	6.971	68,816.82	7.485
		12,500		79,172.70	6.334	90,256.88	7.221	102,924.51	8.235	107,674.88	8.614	115,592.15	9.248
		250		\$ 6,298.32	\$ 0.981	\$ 7,180.09	\$ 1.118	\$ 8,187.82	\$ 1.275	\$ 8,565.72	\$ 1.335	\$ 9,195.55	\$ 1.432
		1,250		7,279.36	3.966	8,298.47	4.521	9,463.16	5.156	9,899.93	5.393	10,627.86	5.789
I-1	Medical/24 Hour Care - Shell	2,500	A	12,236.24	5.762	13,949.31	6.568	15,907.11	7.489	16,641.28	7.835	17,864.91	8.411
		6,250		33,839.96	3.680	38,577.55	4.196	43,991.95	4.784	46,022.34	5.005	49,406.34	5.374
		12,500		56,841.69	4.548	64,799.53	5.185	73,894.20	5.912	77,304.70	6.184	82,988.87	6.639
		250		\$ 2,747.54	\$ 0.428	\$ 3,132.19	\$ 0.488	\$ 3,571.80	\$ 0.558	\$ 3,736.65	\$ 0.582	\$ 4,011.40	\$ 0.625
		1,250		3,175.83	1.731	3,620.45	1.973	4,128.58	2.251	4,319.13	2.355	4,636.71	2.528
I-1	Medical/24Hour Care - TI	2,500	A	5,339.92	2.513	6,087.51	2.866	6,941.89	3.268	7,262.29	3.418	7,796.28	3.670
		6,250		14,765.59	1.607	16,832.77	1.831	19,195.26	2.088	20,081.20	2.185	21,557.76	2.345
		12,500		24,803.79	1.985	28,276.33	2.263	32,244.93	2.579	33,733.16	2.699	36,213.54	2.898
		250		\$ 7,088.65	\$ 1.104	\$ 8,081.06	\$ 1.259	\$ 9,215.24	\$ 1.435	\$ 9,640.56	\$ 1.501	\$ 10,349.42	\$ 1.611
		1,250		8,192.51	4.464	9,339.46	5.089	10,650.26	5.804	11,141.81	6.072	11,961.06	6.518
I-4	Day Care Facility - Complete	2,500	A	13,773.24	6.484	15,701.50	7.392	17,905.21	8.430	18,731.61	8.818	20,108.93	9.468
		6,250		38,088.94	4.142	43,421.40	4.723	49,515.63	5.385	51,800.96	5.634	55,609.86	6.048
		12,500		63,978.82	5.118	72,935.86	5.834	83,172.47	6.654	87,011.20	6.961	93,409.08	7.473
		100		\$ 1,653.37	\$ 0.643	\$ 1,884.84	\$ 0.732	\$ 2,149.38	\$ 0.836	\$ 2,248.58	\$ 0.874	\$ 2,413.92	\$ 0.937
		500		1,910.35	2.602	2,177.79	2.966	2,483.45	3.383	2,598.07	3.539	2,789.11	3.800
I-4	Day Care Facility - TI	1,000	A	3,211.39	3.780	3,660.98	4.310	4,174.80	4.915	4,367.48	5.141	4,688.62	5.519
		2,500		8,882.63	2.415	10,126.19	2.754	11,547.41	3.140	12,080.37	3.284	12,968.63	3.527
		5,000		14,920.74	2.984	17,009.65	3.402	19,396.96	3.879	20,292.21	4.058	21,784.28	4.357
		1,000		\$ 7,407.04	\$ 0.288	\$ 8,444.02	\$ 0.328	\$ 9,629.15	\$ 0.375	\$ 10,073.57	\$ 0.391	\$ 10,814.27	\$ 0.420
		5,000		8,559.39	1.165	9,757.70	1.329	11,127.20	1.516	11,640.76	1.585	12,496.70	1.702
M	Retail Sales - Complete	10,000	A	14,389.01	1.694	16,403.47	1.931	18,705.72	2.201	19,569.06	2.303	21,007.96	2.473
		25,000		39,794.03	1.081	45,365.20	1.233	51,732.24	1.406	54,119.89	1.471	58,099.29	1.579
		50,000		66,844.34	1.337	76,202.55	1.524	86,897.65	1.737	90,908.31	1.818	97,592.74	1.952
		1,000		\$ 5,850.64	\$ 0.228	\$ 6,669.73	\$ 0.260	\$ 7,605.83	\$ 0.296	\$ 7,956.87	\$ 0.310	\$ 8,541.93	\$ 0.333
		5,000		6,762.17	0.921	7,708.88	1.051	8,790.83	1.198	9,196.56	1.253	9,872.77	1.345
M	Retail Sales - Shell	10,000	A	11,368.34	1.338	12,959.91	1.526	14,778.84	1.739	15,460.94	1.820	16,597.77	1.954
		25,000		31,438.29	0.855	35,839.65	0.975	40,869.77	1.112	42,756.07	1.162	45,899.90	1.248
		50,000		52,807.66	1.055	60,200.73	1.204	68,649.96	1.374	71,818.42	1.437	77,099.19	1.542
		1,000		\$ 2,133.38	\$ 0.084	\$ 2,432.06	\$ 0.095	\$ 2,773.40	\$ 0.108	\$ 2,901.40	\$ 0.113	\$ 3,114.74	\$ 0.121
		5,000		2,466.32	0.336	2,811.60	0.383	3,206.21	0.436	3,354.19	0.457	3,600.83	0.490
M	Retail Sales - TI	10,000	A	4,145.55	0.488	4,725.93	0.556	5,389.21	0.634	5,637.95	0.664	6,052.50	0.713
		25,000		11,463.69	0.312	13,068.61	0.356	14,902.80	0.406	15,590.62	0.423	16,736.99	0.456
		50,000		19,255.39	0.385	21,951.14	0.440	25,032.00	0.501	26,187.32	0.524	28,112.86	0.562
		2,500		\$ 25,713.71	\$ 0.401	\$ 29,313.63	\$ 0.456	\$ 33,427.83	\$ 0.520	\$ 34,970.65	\$ 0.545	\$ 37,542.02	\$ 0.585
		12,500		29,717.04	1.619	33,877.42	1.846	38,632.15	2.104	40,415.17	2.203	43,386.82	2.364
R-1	Hotel Low/Mid Rise - Complete	25,000	A	49,958.30	2.352	56,952.47	2.681	64,945.79	3.058	67,943.29	3.198	72,939.12	3.434
		62,500		138,157.47	1.503	157,499.52	1.713	179,604.72	1.954	187,894.16	2.043	201,709.91	2.193
		125,000		232,065.06	1.857	264,554.16	2.117	301,684.57	2.413	315,608.48	2.525	338,814.98	2.710

Proposed - Effective 7-1-2019

Building Plan Check Fee Schedule

New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
				Base Cost	Each Additional SF								
		2,500		\$ 20,857.04	\$ 0.325	\$ 23,777.02	\$ 0.370	\$ 27,114.15	\$ 0.422	\$ 28,365.57	\$ 0.441	\$ 30,451.28	\$ 0.474
		12,500		24,105.60	1.314	27,480.38	1.497	31,337.28	1.707	32,783.61	1.786	35,194.17	1.917
R-1	Hotel Low/Mid Rise - Shell	25,000	A	40,522.94	1.907	46,196.15	2.175	52,679.82	2.481	55,111.20	2.594	59,163.49	2.785
		62,500		112,063.95	1.219	127,752.91	#VALUE!	145,683.14	1.584	152,406.98	1.658	163,613.37	1.779
		125,000		188,236.99	1.506	214,590.17	1.716	244,708.09	1.957	256,002.31	2.048	274,826.01	2.198
		2,500		\$ 13,430.61	\$ 0.208	\$ 15,310.89	\$ 0.239	\$ 17,459.79	\$ 0.272	\$ 18,265.63	\$ 0.284	\$ 19,608.69	\$ 0.305
		12,500		15,521.97	0.845	17,695.04	0.965	20,178.56	1.099	21,109.88	1.151	22,662.07	1.235
R-1	Hotel Low/Mid Rise - TI	25,000	A	26,095.14	1.228	29,748.46	1.401	33,923.68	1.597	35,489.39	-	38,098.90	1.794
		62,500		72,164.87	0.785	82,267.95	0.895	93,814.33	1.020	98,144.22	1.067	105,360.71	1.146
		125,000		121,216.48	0.970	138,186.79	1.105	157,581.43	1.261	164,854.42	1.319	176,976.07	1.416
		1,667		\$ 5,047.88	\$ 1.408	\$ 5,754.58	\$ 1.605	\$ 6,562.24	\$ 1.831	\$ 6,865.12	\$ 1.914	\$ 7,369.90	\$ 2.056
		3,333		7,394.39	1.656	8,429.60	1.890	9,612.71	2.154	10,056.37	2.254	10,795.81	2.419
R-2	Multi-family Residential - New	5,000	A	10,155.99	1.837	11,577.83	2.095	13,202.79	2.388	13,812.15	2.500	14,827.75	2.683
		8,333		16,281.54	1.161	18,560.95	1.324	21,166.00	1.510	22,142.89	1.579	23,771.04	1.696
		12,500		21,119.91	1.689	24,076.69	1.926	27,455.88	2.196	28,723.07	2.298	30,835.06	2.467
		667		\$ 1,961.54	\$ 1.367	\$ 2,236.15	\$ 1.558	\$ 2,550.00	\$ 1.777	\$ 2,667.69	\$ 1.859	\$ 2,863.84	\$ 1.996
		1,333		2,872.90	1.609	3,275.11	1.833	3,734.78	2.091	3,907.15	2.188	4,194.44	2.349
R-2	Multi-Family Residential - Addition	2,000	A	3,945.33	1.785	4,497.68	2.035	5,128.93	2.320	5,365.65	2.426	5,760.19	2.606
		3,333		6,324.58	1.127	7,210.02	1.286	8,221.95	1.465	8,601.43	1.533	9,233.89	1.646
		5,000		8,203.62	1.641	9,352.13	1.870	10,664.71	2.133	11,156.93	2.231	11,977.29	2.395
		667		\$ 1,945.82	\$ 1.358	\$ 2,218.24	\$ 1.548	\$ 2,529.57	\$ 1.764	\$ 2,646.32	\$ 1.846	\$ 2,840.90	\$ 1.981
		1,333		2,850.64	1.598	3,249.73	1.820	3,705.84	2.075	3,876.88	2.172	4,161.94	2.331
R-2	Multi-Family Residential - Alteration	2,000	A	3,915.22	1.770	4,463.35	2.019	5,089.78	2.302	5,324.69	2.408	5,716.22	2.585
		3,333		6,276.13	1.120	7,154.79	1.277	8,158.97	1.456	8,535.54	1.523	9,163.15	1.634
		5,000		8,142.08	1.629	9,281.97	1.857	10,584.70	2.117	11,073.23	2.214	11,887.43	2.378
		1,000		\$ 2,586.14	\$ 1.202	\$ 2,948.20	\$ 1.371	\$ 3,361.98	\$ 1.562	\$ 3,517.15	\$ 1.634	\$ 3,775.76	\$ 1.755
		2,000		3,788.20	1.416	4,318.55	1.613	4,924.66	1.840	5,151.95	1.925	5,530.77	2.066
R-3	Single-Family (custom or model)	3,000	A	5,203.70	1.569	5,932.22	1.789	6,764.81	2.039	7,077.03	2.133	7,597.40	2.290
		5,000		8,341.11	0.993	9,508.87	1.131	10,843.45	1.290	11,343.91	1.349	12,178.02	1.448
		7,500		10,821.19	1.443	12,336.15	1.645	14,067.54	1.875	14,716.81	1.963	15,798.93	2.107
		667		\$ 827.56	\$ 0.576	\$ 943.42	\$ 0.656	\$ 1,075.83	\$ 0.748	\$ 1,125.49	\$ 0.783	\$ 1,208.24	\$ 0.841
		1,333		1,211.23	0.678	1,380.80	0.773	1,574.60	0.881	1,647.27	0.922	1,768.39	0.990
R-3	Single-Family - Production / Repeat	2,000	A	1,662.98	0.753	1,895.80	0.859	2,161.88	0.979	2,261.66	1.024	2,427.96	1.100
		3,333		2,667.32	0.475	3,040.75	0.542	3,467.52	0.618	3,627.56	0.647	3,894.29	0.694
		5,000		3,459.53	0.691	3,943.87	0.788	4,497.39	0.900	4,704.96	0.941	5,050.92	1.010
		250		\$ 996.48	\$ 1.388	\$ 1,135.28	\$ 1.584	\$ 1,295.43	\$ 1.807	\$ 1,355.21	\$ 1.886	\$ 1,454.86	\$ 2.030
		1,000		2,038.79	1.524	2,324.22	1.738	2,650.43	1.981	2,772.76	2.073	2,976.64	2.225
R-3	Single-Family Residential - Addition	1,500	A	2,800.89	1.689	3,193.01	1.926	3,641.15	2.196	3,809.20	2.297	4,089.29	2.466
		2,500		4,490.06	1.067	5,118.67	1.216	5,837.08	1.388	6,106.48	1.452	6,555.49	1.558
		3,750		5,824.37	1.553	6,639.79	1.770	7,571.69	2.019	7,921.15	2.112	8,503.59	2.268
		250		\$ 848.52	\$ 1.435	\$ 967.31	\$ 1.611	\$ 1,103.07	\$ 1.859	\$ 1,153.98	\$ 1.951	\$ 1,238.83	\$ 2.095
		1,000		1,924.87	1.440	2,194.35	1.642	2,502.33	1.872	2,617.83	1.959	2,810.31	2.103
R-3	Single-Family Residential - Alteration	1,500	A	2,645.06	1.595	3,015.37	1.819	3,438.58	2.073	3,597.28	2.168	3,861.79	2.328
		2,500		4,239.96	1.008	4,833.55	1.148	5,511.94	1.309	5,766.34	1.371	6,190.34	1.472
		3,750		5,499.63	1.467	6,269.58	1.672	7,149.52	1.907	7,479.50	1.994	8,029.47	2.141
		667		\$ 1,003.03	\$ 0.699	\$ 1,143.45	\$ 0.797	\$ 1,303.94	\$ 0.909	\$ 1,364.12	\$ 0.951	\$ 1,464.42	\$ 1.021
		1,333		1,469.19	0.825	1,674.87	0.940	1,909.94	1.072	1,998.10	1.122	2,145.01	1.205
R-3	Manufactured Home - Complete	2,000	A	2,019.15	0.913	2,301.83	1.040	2,624.90	1.186	2,746.05	1.241	2,947.96	1.332
		3,333		3,235.62	0.577	3,688.60	0.659	4,206.30	0.750	4,400.44	0.786	4,724.00	0.843
		5,000		4,198.05	0.839	4,785.78	0.957	5,457.47	1.092	5,709.35	1.142	6,129.16	1.226

Proposed - Effective 7-1-2019

**Building Plan Check Fee Schedule
New Construction, Additions, and Alterations**

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
				Base Cost	Each Additional SF								
		333		\$ 1,003.03	\$ 1.398	\$ 1,143.45	\$ 1.595	\$ 1,303.94	\$ 1.817	\$ 1,364.12	\$ 1.901	\$ 1,464.42	\$ 2.041
		667		1,469.19	1.650	1,674.87	1.880	1,909.94	2.145	1,998.10	2.244	2,145.01	2.409
R-3	Prefabricated Dwelling - Complete	1,000	A	2,019.15	1.825	2,301.83	2.081	2,624.90	2.373	2,746.05	2.481	2,947.96	2.665
		1,667		3,235.62	1.155	3,688.60	1.316	4,206.30	1.502	4,400.44	1.571	4,724.00	1.687
		2,500		4,198.05	1.679	4,785.78	1.914	5,457.47	2.183	5,709.35	2.284	6,129.16	2.451
		250		\$ 2,131.76	\$ 0.331	\$ 2,430.21	\$ 0.377	\$ 2,771.29	\$ 0.431	\$ 2,899.20	\$ 0.450	\$ 3,112.37	\$ 0.483
		1,250		2,463.05	1.343	2,807.88	1.531	3,201.97	1.745	3,349.75	1.827	3,596.05	1.960
	Modular Building - Complete	2,500	A	4,141.75	1.950	4,721.59	2.223	5,384.27	2.535	5,632.78	2.652	6,046.95	2.847
		6,250		11,453.64	1.245	13,057.15	1.419	14,889.74	1.620	15,576.96	1.694	16,722.32	1.819
		12,500		19,238.25	1.539	21,931.60	1.755	25,009.72	2.001	26,164.01	2.092	28,087.84	2.247
		250		\$ 292.53	\$ 0.047	\$ 333.49	\$ 0.053	\$ 380.29	\$ 0.061	\$ 397.84	\$ 0.063	\$ 427.10	\$ 0.068
		1,250		339.40	0.184	386.92	0.210	441.22	0.239	461.59	0.249	495.53	0.268
	Manufactured Building - Fnd	2,500	A	568.90	0.268	648.55	0.305	739.57	0.349	773.71	0.365	830.60	0.391
		6,250		1,574.18	0.171	1,794.56	0.196	2,046.43	0.223	2,140.88	0.233	2,298.30	0.251
		12,500		2,645.72	0.212	3,016.12	0.241	3,439.43	0.275	3,598.17	0.288	3,862.75	0.309
		1,000		\$ 6,842.98	\$ 0.267	\$ 7,801.00	\$ 0.304	\$ 8,895.88	\$ 0.347	\$ 9,306.46	\$ 0.362	\$ 9,990.76	\$ 0.390
		5,000		7,909.67	1.076	9,017.03	1.228	10,282.58	1.400	10,757.16	1.464	11,548.12	1.573
S-1/S-2	Warehouse - Complete	10,000	A	13,294.85	1.564	15,156.13	1.784	17,283.30	2.035	18,080.99	2.129	19,410.48	2.285
		25,000		36,768.51	1.000	41,916.10	1.139	47,799.06	1.299	50,005.17	1.359	53,682.02	1.459
		50,000		61,761.40	1.235	70,408.00	1.408	80,289.82	1.607	83,995.50	1.679	90,171.64	1.804
		500		\$ 3,300.28	\$ 0.257	\$ 3,762.32	\$ 0.293	\$ 4,290.36	\$ 0.335	\$ 4,488.38	\$ 0.349	\$ 4,818.40	\$ 0.375
		2,500		3,814.23	1.039	4,348.22	1.185	4,958.50	1.351	5,187.35	1.414	5,568.77	1.518
S-1	Repair Garage & Service St - Complete	5,000	A	6,413.07	1.510	7,310.91	1.721	8,337.00	1.962	8,721.78	2.053	9,363.09	2.203
		12,500		17,732.93	0.965	20,215.54	1.099	23,052.81	1.254	24,116.78	1.311	25,890.07	1.408
		25,000		29,786.53	1.191	33,956.65	1.358	38,722.49	1.548	40,509.69	1.621	43,488.34	1.739
		500		\$ 2,752.39	\$ 0.215	\$ 3,137.72	\$ 0.244	\$ 3,578.10	\$ 0.278	\$ 3,743.24	\$ 0.291	\$ 4,018.48	\$ 0.312
		2,500		3,180.68	0.866	3,625.97	0.987	4,134.88	1.126	4,325.72	1.178	4,643.79	1.265
S-1	Repair Garage & Service St - Shell	5,000	A	5,346.38	1.259	6,094.88	1.435	6,950.30	1.636	7,271.08	1.712	7,805.72	1.838
		12,500		14,786.60	0.803	16,856.72	0.916	19,222.58	1.046	20,109.77	1.094	21,588.43	1.173
		25,000		24,836.12	0.994	28,313.17	1.133	32,286.95	1.291	33,777.12	1.351	36,260.73	1.450
		500		\$ 1,847.31	\$ 0.144	\$ 2,105.94	\$ 0.163	\$ 2,401.51	\$ 0.187	\$ 2,512.35	\$ 0.196	\$ 2,697.08	\$ 0.210
		2,500		2,135.00	0.582	2,433.90	0.663	2,775.50	0.755	2,903.60	0.790	3,117.10	0.849
S-1	Repair Garage & Service St - TI	5,000	A	3,587.96	0.845	4,090.27	0.963	4,664.35	1.097	4,879.63	1.149	5,238.42	1.233
		12,500		9,923.46	0.540	11,312.74	0.616	12,900.49	0.701	13,495.90	0.734	14,488.25	0.787
		25,000		16,667.85	0.667	19,001.35	0.760	21,668.21	0.866	22,668.28	0.907	24,335.06	0.973
		1,000		\$ 5,625.99	\$ 0.220	\$ 6,413.62	\$ 0.249	\$ 7,313.78	\$ 0.284	\$ 7,651.34	\$ 0.297	\$ 8,213.94	\$ 0.320
		5,000		6,501.97	0.886	7,412.24	1.010	8,452.56	1.151	8,842.67	1.204	9,492.87	1.293
S-2	Parking Garage - Complete	10,000	A	10,930.35	1.286	12,460.60	1.468	14,209.45	1.673	14,865.27	1.750	15,958.31	1.878
		25,000		30,229.37	0.823	34,461.48	0.937	39,298.18	1.068	41,111.95	1.118	44,134.88	1.199
		50,000		50,777.72	1.015	57,886.60	1.157	66,011.03	1.320	69,057.69	1.382	74,135.47	1.482
		250		\$ 1,798.83	\$ 0.280	\$ 2,050.66	\$ 0.318	\$ 2,338.48	\$ 0.364	\$ 2,446.41	\$ 0.380	\$ 2,626.29	\$ 0.409
		1,250		2,078.43	1.135	2,369.41	1.293	2,701.96	1.474	2,826.67	1.542	3,034.51	1.655
S-2	Commercial Carport	2,500	A	3,495.84	1.645	3,985.25	1.876	4,544.59	2.140	4,754.34	2.238	5,103.92	2.402
		6,250		9,666.48	1.051	11,019.79	1.198	12,566.43	1.367	13,146.42	1.430	14,113.06	1.535
		12,500		16,236.33	1.299	18,509.41	1.480	21,107.23	1.689	22,081.41	1.767	23,705.04	1.896
		100		\$ 1,569.33	\$ 0.611	\$ 1,789.03	\$ 0.695	\$ 2,040.13	\$ 0.794	\$ 2,134.29	\$ 0.829	\$ 2,291.22	\$ 0.891
		500		1,813.37	2.470	2,067.25	2.815	2,357.39	3.210	2,466.19	3.358	2,647.53	3.606
U	Accessory Building - Commercial	1,000	A	3,048.15	3.586	3,474.89	4.087	3,962.59	4.661	4,145.48	4.876	4,450.30	5.235
		2,500		8,426.86	2.292	9,606.62	2.613	10,954.91	2.979	11,460.53	3.116	12,303.21	3.346
		5,000		14,156.28	2.832	16,138.16	3.228	18,403.16	3.680	19,252.54	3.850	20,668.17	4.134

Proposed - Effective 7-1-2019
Building Plan Check Fee Schedule
New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
				Base Cost	Each Additional SF								
		167		\$ 819.41	\$ 2.279	\$ 934.13	\$ 2.597	\$ 1,065.24	\$ 2.962	\$ 1,114.40	\$ 3.100	\$ 1,196.34	\$ 3.328
		333		1,199.22	2.696	1,367.11	3.074	1,558.98	3.504	1,630.94	3.666	1,750.86	3.935
U	Accessory Building - Residential	500	A	1,648.52	2.977	1,879.32	3.394	2,143.08	3.871	2,241.99	4.049	2,406.84	4.346
	Such as pool houses, recreation rooms, art studios and sheds	833		2,640.87	1.884	3,010.59	2.150	3,433.13	2.450	3,591.58	2.563	3,855.67	2.752
		1,250		3,426.34	2.741	3,906.03	3.124	4,454.24	3.564	4,659.82	3.729	5,002.46	4.002
		167		\$ 1,037.60	\$ 2.890	\$ 1,182.86	\$ 3.294	\$ 1,348.88	\$ 3.756	\$ 1,411.14	\$ 3.931	\$ 1,514.89	\$ 4.218
		333		1,519.23	3.413	1,731.92	3.892	1,974.99	4.438	2,066.15	4.642	2,218.07	4.984
U	Residential Garage	500	A	2,088.13	3.772	2,380.47	4.301	2,714.57	4.904	2,839.85	5.130	3,048.67	5.508
		833		3,345.53	2.389	3,813.90	2.723	4,349.19	3.106	4,549.92	3.250	4,884.47	3.488
		1,250		4,341.11	3.473	4,948.86	3.960	5,643.44	4.514	5,903.91	4.723	6,338.02	5.070
		167		\$ 510.68	\$ 1.422	\$ 582.18	\$ 1.621	\$ 663.88	\$ 1.849	\$ 694.53	\$ 1.934	\$ 745.59	\$ 2.077
		333		747.69	1.681	852.36	1.917	971.99	2.185	1,016.86	2.286	1,091.63	2.455
U	Residential Carport	500	A	1,027.91	1.858	1,171.81	2.119	1,336.28	2.416	1,397.95	2.527	1,500.75	2.713
		833		1,647.27	1.176	1,877.89	1.340	2,141.45	1.528	2,240.29	1.599	2,405.02	1.715
		1,250		2,137.00	1.710	2,436.18	1.948	2,778.10	2.222	2,906.32	2.326	3,120.02	2.496
		333		\$ 462.23	\$ 0.644	\$ 526.94	\$ 0.735	\$ 600.90	\$ 0.838	\$ 628.63	\$ 0.876	\$ 674.86	\$ 0.940
		667		676.98	0.758	771.76	0.864	880.07	0.986	920.69	1.031	988.39	1.106
	Residential Patio Cover	1,000	A	929.70	0.843	1,059.86	0.961	1,208.61	1.096	1,264.39	1.146	1,357.36	1.231
		1,667		1,491.45	0.532	1,700.25	0.605	1,938.88	0.690	2,028.37	0.723	2,177.51	0.775
		2,500		1,934.04	0.774	2,204.80	0.883	2,514.25	1.006	2,630.29	1.051	2,823.70	1.130
		333		\$ 514.61	\$ 0.715	\$ 586.65	\$ 0.814	\$ 668.99	\$ 0.930	\$ 699.87	\$ 0.973	\$ 751.33	\$ 1.044
		667		752.93	0.845	858.34	0.962	978.80	1.099	1,023.98	1.148	1,099.27	1.233
R-3	Residential Patio Enclosure	1,000	A	1,034.46	0.938	1,179.28	1.069	1,344.79	1.218	1,406.86	1.274	1,510.30	1.368
		1,667		1,659.06	0.591	1,891.32	0.673	2,156.77	0.769	2,256.32	0.804	2,422.22	0.863
		2,500		2,151.40	0.860	2,452.60	0.981	2,796.83	1.118	2,925.91	1.171	3,141.05	1.257

Current
 Building Permit Fee Schedule
 New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
				V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF								
		200		\$ 1,139.00	\$ 0.469	\$ 1,298.46	\$ 0.534	\$ 1,480.70	\$ 0.609	\$ 1,549.04	\$ 0.638	\$ 1,662.94	\$ 0.684
		1,000		1,514.00	0.351	1,725.96	0.400	1,968.20	0.456	2,059.04	0.477	2,210.44	0.512
A-1	Assembly Group	2,000	A	1,865.00	0.173	2,126.10	0.197	2,424.50	0.225	2,536.40	0.235	2,722.90	0.253
		5,000		2,384.00	0.111	2,717.76	0.126	3,099.20	0.144	3,242.24	0.151	3,480.64	0.162
		10,000		2,938.00	0.294	3,349.32	0.335	3,819.40	0.382	3,995.68	0.400	4,289.48	0.429
		100		\$ 1,139.00	\$ 0.938	\$ 1,298.46	\$ 1.069	\$ 1,480.70	\$ 1.219	\$ 1,549.04	\$ 1.275	\$ 1,662.94	\$ 1.369
		500		1,514.00	0.702	1,725.96	0.800	1,968.20	0.913	2,059.04	0.955	2,210.44	1.025
A-2	Assembly Group: Restaurants	1,000	A	1,865.00	0.346	2,126.10	0.394	2,424.50	0.450	2,536.40	0.471	2,722.90	0.505
		2,500		2,384.00	0.222	2,717.76	0.253	3,099.20	0.288	3,242.24	0.301	3,480.64	0.324
		5,000		2,938.00	0.588	3,349.32	0.670	3,819.40	0.764	3,995.68	0.799	4,289.48	0.858
		500		\$ 620.00	\$ 0.102	\$ 706.80	\$ 0.116	\$ 806.00	\$ 0.133	\$ 843.20	\$ 0.139	\$ 905.20	\$ 0.149
		2,500		824.00	0.076	939.36	0.087	1,071.20	0.099	1,120.64	0.104	1,203.04	0.112
A-3	Assembly Group - TI	5,000	A	1,015.00	0.038	1,157.10	0.043	1,319.50	0.049	1,380.40	0.051	1,481.90	0.055
		12,500		1,298.00	0.024	1,479.72	0.027	1,687.40	0.031	1,765.28	0.033	1,895.08	0.035
		25,000		1,599.00	0.064	1,822.86	0.073	2,078.70	0.083	2,174.64	0.087	2,334.54	0.093
		500		\$ 632.00	\$ 0.104	\$ 720.48	\$ 0.118	\$ 821.60	\$ 0.135	\$ 859.52	\$ 0.141	\$ 922.72	\$ 0.151
		2,500		839.00	0.078	956.46	0.089	1,090.70	0.101	1,141.04	0.106	1,224.94	0.114
A-3	Church and Religious Bldg - TI	5,000	A	1,034.00	0.038	1,178.76	0.044	1,344.20	0.050	1,406.24	0.052	1,509.64	0.056
		12,500		1,322.00	0.025	1,507.08	0.028	1,718.60	0.032	1,797.92	0.033	1,930.12	0.036
		25,000		1,629.00	0.065	1,857.06	0.074	2,117.70	0.085	2,215.44	0.089	2,378.34	0.095
		500		\$ 2,431.00	\$ 0.400	\$ 2,771.34	\$ 0.456	\$ 3,160.30	\$ 0.520	\$ 3,306.16	\$ 0.544	\$ 3,549.26	\$ 0.584
		2,500		3,231.00	0.299	3,683.34	0.341	4,200.30	0.389	4,394.16	0.407	4,717.26	0.437
B	Restaurant - Complete	5,000	A	3,979.00	0.148	4,536.06	0.169	5,172.70	0.192	5,411.44	0.201	5,809.34	0.216
		12,500		5,088.00	0.094	5,800.32	0.108	6,614.40	0.123	6,919.68	0.128	7,428.48	0.138
		25,000		6,269.00	0.251	7,146.66	0.286	8,149.70	0.326	8,525.84	0.341	9,152.74	0.366
		500		\$ 2,047.00	\$ 0.337	\$ 2,333.58	\$ 0.384	\$ 2,661.10	\$ 0.437	\$ 2,783.92	\$ 0.458	\$ 2,988.62	\$ 0.491
		2,500		2,720.00	0.252	3,100.80	0.287	3,536.00	0.328	3,699.20	0.343	3,971.20	0.368
B	Restaurant - Shell	5,000	A	3,350.00	0.124	3,819.00	0.142	4,355.00	0.162	4,556.00	0.169	4,891.00	0.182
		12,500		4,283.00	0.080	4,882.62	0.091	5,567.90	0.103	5,824.88	0.108	6,253.18	0.116
		25,000		5,278.00	0.211	6,016.92	0.241	6,861.40	0.274	7,178.08	0.287	7,705.88	0.308
		250		\$ 614.00	\$ 0.203	\$ 699.96	\$ 0.231	\$ 798.20	\$ 0.264	\$ 835.04	\$ 0.276	\$ 896.44	\$ 0.296
		1,250		817.00	0.151	931.38	0.172	1,062.10	0.197	1,111.12	0.206	1,192.82	0.221
B	Restaurant - TI	2,500	A	1,006.00	0.075	1,146.84	0.085	1,307.80	0.097	1,368.16	0.102	1,468.76	0.109
		6,250		1,286.00	0.048	1,466.04	0.055	1,671.80	0.062	1,748.96	0.065	1,877.56	0.070
		12,500		1,585.00	0.127	1,806.90	0.145	2,060.50	0.165	2,155.60	0.172	2,314.10	0.185
		1,000		\$ 2,798.00	\$ 0.230	\$ 3,189.72	\$ 0.262	\$ 3,637.40	\$ 0.299	\$ 3,805.28	\$ 0.313	\$ 4,085.08	\$ 0.336
		5,000		3,719.00	0.172	4,239.66	0.196	4,834.70	0.224	5,057.84	0.234	5,429.74	0.251
B	Offices, etc. - Complete	10,000	A	4,580.00	0.085	5,221.20	0.097	5,954.00	0.111	6,228.80	0.116	6,686.80	0.124
		25,000		5,856.00	0.054	6,675.84	0.062	7,612.80	0.071	7,964.16	0.074	8,549.76	0.079
		50,000		7,216.00	0.144	8,226.24	0.165	9,380.80	0.188	9,813.76	0.196	10,535.36	0.211
		1,000		\$ 1,875.00	\$ 0.154	\$ 2,137.50	\$ 0.176	\$ 2,437.50	\$ 0.201	\$ 2,550.00	\$ 0.210	\$ 2,737.50	\$ 0.225
		5,000		2,492.00	0.116	2,840.88	0.132	3,239.60	0.150	3,389.12	0.157	3,638.32	0.169
B	Offices, etc. - Shell	10,000	A	3,070.00	0.057	3,499.80	0.065	3,991.00	0.074	4,175.20	0.078	4,482.20	0.083
		25,000		3,925.00	0.036	4,474.50	0.042	5,102.50	0.047	5,338.00	0.050	5,730.50	0.053
		50,000		4,836.00	0.097	5,513.04	0.110	6,286.80	0.126	6,576.96	0.132	7,060.56	0.141
		500		\$ 1,801.00	\$ 0.296	\$ 2,053.14	\$ 0.337	\$ 2,341.30	\$ 0.385	\$ 2,449.36	\$ 0.403	\$ 2,629.46	\$ 0.432
		2,500		2,393.00	0.222	2,728.02	0.253	3,110.90	0.288	3,254.48	0.301	3,493.78	0.324
B	Commercial Building - Addition	5,000	A	2,947.00	0.109	3,359.58	0.125	3,831.10	0.142	4,007.92	0.149	4,302.62	0.160
		12,500		3,768.00	0.070	4,295.52	0.080	4,898.40	0.091	5,124.48	0.095	5,501.28	0.102
		25,000		4,643.00	0.186	5,293.02	0.212	6,035.90	0.241	6,314.48	0.253	6,778.78	0.271

Current
 Building Permit Fee Schedule
 New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
				V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF								
		500		\$ 517.00	\$ 0.085	\$ 589.38	\$ 0.097	\$ 672.10	\$ 0.111	\$ 703.12	\$ 0.116	\$ 754.82	\$ 0.124
		2,500		687.00	0.064	783.18	0.073	893.10	0.083	934.32	0.086	1,003.02	0.093
B	Offices, etc. - Non-Medical TI	5,000	A	846.00	0.031	964.44	0.036	1,099.80	0.041	1,150.56	0.043	1,235.16	0.046
		12,500		1,081.00	0.020	1,232.34	0.023	1,405.30	0.026	1,470.16	0.027	1,578.26	0.029
		25,000		1,332.00	0.053	1,518.48	0.061	1,731.60	0.069	1,811.52	0.072	1,944.72	0.078
		1,000		\$ 2,409.00	\$ 0.198	\$ 2,746.26	\$ 0.226	\$ 3,131.70	\$ 0.258	\$ 3,276.24	\$ 0.270	\$ 3,517.14	\$ 0.289
		5,000		3,202.00	0.148	3,650.28	0.169	4,162.60	0.193	4,354.72	0.202	4,674.92	0.216
B	Medical Offices - Complete	10,000	A	3,943.00	0.073	4,495.02	0.084	5,125.90	0.095	5,362.48	0.100	5,756.78	0.107
		25,000		5,042.00	0.047	5,747.88	0.053	6,554.60	0.061	6,857.12	0.064	7,361.32	0.068
		50,000		6,213.00	0.124	7,082.82	0.142	8,076.90	0.162	8,449.68	0.169	9,070.98	0.181
		1,000		\$ 1,882.00	\$ 0.155	\$ 2,145.48	\$ 0.176	\$ 2,446.60	\$ 0.201	2,559.52	\$ 0.210	\$ 2,747.72	\$ 0.226
		5,000		2,501.00	0.116	2,851.14	0.132	3,251.30	0.151	3,401.36	0.157	3,651.46	0.169
B	Medical Offices - Shell	10,000	A	3,080.00	0.057	3,511.20	0.065	4,004.00	0.074	4,188.80	0.078	4,496.80	0.084
		25,000		3,938.00	0.037	4,489.32	0.042	5,119.40	0.048	5,355.68	0.050	5,749.48	0.053
		50,000		4,852.00	0.097	5,531.28	0.111	6,307.60	0.126	6,598.72	0.132	7,083.92	0.142
		500		\$ 712.00	\$ 0.117	811.68	\$ 0.133	\$ 925.60	\$ 0.152	\$ 968.32	\$ 0.159	\$ 1,039.52	\$ 0.171
		2,500		946.00	0.088	1,078.44	0.100	1,229.80	0.114	1,286.56	0.119	1,381.16	0.128
B	Medical Offices - TI	5,000	A	1,165.00	0.043	1,328.10	0.049	1,514.50	0.056	1,584.40	0.059	1,700.90	0.063
		12,500		1,490.00	0.028	1,698.60	0.032	1,937.00	0.036	2,026.40	0.038	2,175.40	0.040
		25,000		1,836.00	0.073	2,093.04	0.084	2,386.80	0.095	2,496.96	0.100	2,680.56	0.107
		100		\$ 1,146.00	\$ 0.945	\$ 1,306.44	\$ 1.077	\$ 1,489.80	\$ 1.229	\$ 1,558.56	\$ 1.285	\$ 1,673.16	\$ 1.380
		500		1,524.00	0.706	1,737.36	0.805	1,981.20	0.918	2,072.64	0.960	2,225.04	1.031
E	Shell	1,000	A	1,877.00	0.348	2,139.78	0.397	2,440.10	0.452	2,552.72	0.473	2,740.42	0.508
		2,500		2,399.00	0.223	2,734.86	0.254	3,118.70	0.290	3,262.64	0.303	3,502.54	0.325
		5,000		2,956.00	0.591	3,369.84	0.674	3,842.80	0.769	4,020.16	0.804	4,315.76	0.863
		150		\$ 660.00	\$ 0.362	\$ 752.40	\$ 0.412	\$ 858.00	\$ 0.470	\$ 897.60	\$ 0.492	\$ 963.60	\$ 0.528
		750		877.00	0.271	999.78	0.309	1,140.10	0.352	1,192.72	0.368	1,280.42	0.395
E	Educational Building - TI	1,500	A	1,080.00	0.134	1,231.20	0.153	1,404.00	0.174	1,468.80	0.182	1,576.80	0.195
		3,750		1,381.00	0.086	1,574.34	0.098	1,795.30	0.111	1,878.16	0.116	2,016.26	0.125
		7,500		1,702.00	0.227	1,940.28	0.259	2,212.60	0.295	2,314.72	0.309	2,484.92	0.331
		500		\$ 1,922.00	\$ 0.316	\$ 2,191.08	\$ 0.360	\$ 2,498.60	\$ 0.411	\$ 2,613.92	\$ 0.430	\$ 2,806.12	\$ 0.461
		2,500		2,554.00	0.237	2,911.56	0.270	3,320.20	0.308	3,473.44	0.322	3,728.84	0.346
F-1	Industrial Building - Shell	5,000	A	3,146.00	0.117	3,586.44	0.133	4,089.80	0.152	4,278.56	0.159	4,593.16	0.171
		12,500		4,022.00	0.075	4,585.08	0.085	5,228.60	0.097	5,469.92	0.102	5,872.12	0.109
		25,000		4,956.00	0.198	5,649.84	0.226	6,442.80	0.258	6,740.16	0.270	7,235.76	0.289
		500		\$ 591.00	\$ 0.098	\$ 673.74	\$ 0.111	\$ 768.30	\$ 0.127	\$ 803.76	\$ 0.133	\$ 862.86	\$ 0.142
		2,500		786.00	0.073	896.04	0.083	1,021.80	0.095	1,068.96	0.099	1,147.56	0.106
F-1	Industrial Building - TI	5,000	A	968.00	0.036	1,103.52	0.041	1,258.40	0.047	1,316.48	0.049	1,413.28	0.053
		12,500		1,238.00	0.023	1,411.32	0.026	1,609.40	0.030	1,683.68	0.031	1,807.48	0.034
		25,000		1,525.00	0.061	1,738.50	0.070	1,982.50	0.079	2,074.00	0.083	2,226.50	0.089
		500		\$ 2,046.00	\$ 0.336	\$ 2,332.44	\$ 0.383	\$ 2,659.80	\$ 0.437	\$ 2,782.56	\$ 0.457	\$ 2,987.16	\$ 0.491
		2,500		2,718.00	0.252	3,098.52	0.287	3,533.40	0.328	3,696.48	0.343	3,968.28	0.368
H	Hazardous H- Complete	5,000	A	3,348.00	0.124	3,816.72	0.142	4,352.40	0.162	4,553.28	0.169	4,888.08	0.182
		12,500		4,281.00	0.080	4,880.34	0.091	5,565.30	0.103	5,822.16	0.108	6,250.26	0.116
		25,000		5,275.00	0.211	6,013.50	0.241	6,857.50	0.274	7,174.00	0.287	7,701.50	0.308
		500		\$ 1,530.00	\$ 0.252	\$ 1,744.20	\$ 0.287	\$ 1,989.00	\$ 0.327	\$ 2,080.80	\$ 0.342	\$ 2,233.80	\$ 0.367
		2,500		2,033.00	0.188	2,317.62	0.215	2,642.90	0.245	2,764.88	0.256	2,968.18	0.275
H	Hazardous H- Shell	5,000	A	2,504.00	0.093	2,854.56	0.106	3,255.20	0.121	3,405.44	0.127	3,655.84	0.136
		12,500		3,202.00	0.060	3,650.28	0.068	4,162.60	0.077	4,354.72	0.081	4,674.92	0.087
		25,000		3,946.00	0.158	4,498.44	0.180	5,129.80	0.205	5,366.56	0.215	5,761.16	0.230

Current
 Building Permit Fee Schedule
 New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
				V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF								
		500		\$ 999.00	\$ 0.164	\$ 1,138.86	\$ 0.187	\$ 1,298.70	\$ 0.213	\$ 1,358.64	\$ 0.223	\$ 1,458.54	\$ 0.239
		2,500		1,327.00	0.123	1,512.78	0.140	1,725.10	0.160	1,804.72	0.168	1,937.40	0.180
H	Hazardous H- T I	5,000	A	1,635.00	0.061	1,863.90	0.069	2,125.50	0.079	2,223.60	0.083	2,387.12	0.089
		12,500		2,090.00	0.039	2,382.60	0.044	2,717.00	0.050	2,842.40	0.053	3,051.40	0.057
		25,000		2,575.00	0.103	2,935.50	0.117	3,347.50	0.134	3,502.00	0.140	3,759.50	0.150
		250		\$ 2,030.00	\$ 0.668	\$ 2,314.20	\$ 0.762	\$ 2,639.00	\$ 0.868	\$ 2,760.80	\$ 0.908	\$ 2,963.80	\$ 0.975
		1,250		2,698.00	0.500	3,075.72	0.570	3,507.40	0.650	3,669.28	0.680	3,939.08	0.730
I-1	Medical/24 Hour Care - Complete	2,500	A	3,323.00	0.247	3,788.22	0.282	4,319.90	0.321	4,519.28	0.336	4,851.58	0.361
		6,250		4,249.00	0.158	4,843.86	0.180	5,523.70	0.205	5,778.64	0.215	6,203.54	0.230
		12,500		5,235.00	0.419	5,967.90	0.477	6,805.50	0.544	7,119.60	0.570	7,643.10	0.611
		250		\$ 1,943.00	\$ 0.639	\$ 2,215.02	\$ 0.728	\$ 2,525.90	\$ 0.831	\$ 2,642.48	\$ 0.869	\$ 2,836.78	\$ 0.933
		1,250		2,582.00	0.479	2,943.48	0.546	3,356.60	0.623	3,511.52	0.652	3,769.72	0.700
I-1	Medical/24 Hour Care - Shell	2,500	A	3,181.00	0.236	3,626.34	0.269	4,135.30	0.307	4,326.16	0.321	4,644.26	0.345
		6,250		4,067.00	0.151	4,636.38	0.172	5,287.10	0.196	5,531.12	0.205	5,937.82	0.221
		12,500		5,011.00	0.401	5,712.54	0.457	6,514.30	0.521	6,814.96	0.545	7,316.06	0.585
		250		\$ 608.00	\$ 0.200	\$ 693.12	\$ 0.228	\$ 790.40	\$ 0.260	\$ 826.88	\$ 0.272	\$ 887.68	\$ 0.292
		1,250		808.00	0.150	921.12	0.171	1,050.40	0.196	1,098.88	0.205	1,179.68	0.220
I-1	Medical/24Hour Care - TI	2,500	A	996.00	0.074	1,135.44	0.084	1,294.80	0.096	1,354.56	0.100	1,454.16	0.108
		6,250		1,273.00	0.047	1,451.22	0.054	1,654.90	0.061	1,731.28	0.064	1,858.58	0.069
		12,500		1,568.00	0.125	1,787.52	0.143	2,038.40	0.163	2,132.48	0.171	2,289.28	0.183
		250		\$ 1,679.00	\$ 0.553	\$ 1,914.06	\$ 0.630	\$ 2,182.70	\$ 0.719	\$ 2,283.44	\$ 0.752	\$ 2,451.34	\$ 0.807
		1,250		2,232.00	0.414	2,544.48	0.472	2,901.60	0.538	3,035.52	0.562	3,258.72	0.604
I-4	Day Care Facility - Complete	2,500	A	2,749.00	0.204	3,133.86	0.233	3,573.70	0.266	3,738.64	0.278	4,013.54	0.298
		6,250		3,515.00	0.131	4,007.10	0.149	4,569.50	0.170	4,780.40	0.178	5,131.90	0.191
		12,500		4,331.00	0.346	4,937.34	0.395	5,630.30	0.450	5,890.16	0.471	6,323.26	0.506
		100		\$ 631.00	\$ 0.520	\$ 719.34	\$ 0.593	\$ 820.30	\$ 0.676	\$ 858.16	\$ 0.707	\$ 921.26	\$ 0.759
		500		839.00	0.388	956.46	0.442	1,090.70	0.504	1,141.04	0.528	1,224.94	0.566
I-4	Day Care Facility - TI	1,000	A	1,033.00	0.192	1,177.62	0.219	1,342.90	0.250	1,404.88	0.261	1,508.18	0.280
		2,500		1,321.00	0.122	1,505.94	0.140	1,717.30	0.159	1,796.56	0.166	1,928.66	0.179
		5,000		1,627.00	0.325	1,854.78	0.371	2,115.10	0.423	2,212.72	0.443	2,375.42	0.475
		1,000		\$ 2,111.00	\$ 0.174	\$ 2,406.54	\$ 0.198	\$ 2,744.30	\$ 0.226	\$ 2,870.96	\$ 0.236	\$ 3,082.06	\$ 0.253
		5,000		2,805.00	0.130	3,197.70	0.148	3,646.50	0.169	3,814.80	0.177	4,095.30	0.190
M	Retail Sales - Complete	10,000	A	3,455.00	0.064	3,938.70	0.073	4,491.50	0.083	4,698.80	0.087	5,044.30	0.094
		25,000		4,417.00	0.041	5,035.38	0.047	5,742.10	0.053	6,007.12	0.056	6,448.82	0.060
		50,000		5,443.00	0.109	6,205.02	0.124	7,075.90	0.142	7,402.48	0.148	7,946.78	0.159
		1,000		\$ 1,807.00	\$ 0.149	\$ 2,059.98	\$ 0.169	\$ 2,349.10	\$ 0.193	\$ 2,457.52	\$ 0.202	\$ 2,638.22	\$ 0.217
		5,000		2,401.00	0.111	2,737.14	0.127	3,121.30	0.145	3,265.36	0.151	3,505.46	0.162
M	Retail Sales - Shell	10,000	A	2,957.00	0.055	3,370.98	0.063	3,844.10	0.071	4,021.52	0.075	4,317.22	0.080
		25,000		3,781.00	0.035	4,310.34	0.040	4,915.30	0.046	5,142.16	0.048	5,520.26	0.051
		50,000		4,659.00	0.093	5,311.26	0.106	6,056.70	0.121	6,336.24	0.127	6,802.14	0.136
		1,000		\$ 625.00	\$ 0.051	\$ 712.50	\$ 0.058	\$ 812.50	\$ 0.067	\$ 850.00	\$ 0.070	\$ 912.50	\$ 0.075
		5,000		830.00	0.039	946.20	0.044	1,079.00	0.050	1,128.80	0.052	1,211.80	0.056
M	Retail Sales - TI	10,000	A	1,023.00	0.019	1,166.22	0.022	1,329.90	0.025	1,391.28	0.026	1,493.58	0.028
		25,000		1,307.00	0.012	1,489.98	0.014	1,699.10	0.016	1,777.52	0.017	1,908.22	0.018
		50,000		1,611.00	0.032	1,836.54	0.037	2,094.30	0.042	2,190.96	0.044	2,352.06	0.047
		2,500		\$ 4,768.00	\$ 0.157	\$ 5,435.52	\$ 0.179	\$ 6,198.40	\$ 0.204	\$ 6,484.48	\$ 0.213	\$ 6,961.28	\$ 0.229
		12,500		6,337.00	0.117	7,224.18	0.134	8,238.10	0.153	8,618.32	0.160	9,252.02	0.171
R-1	Hotel Low/Mid Rise - Complete	25,000	A	7,805.00	0.058	8,897.70	0.066	10,146.50	0.075	10,614.80	0.079	11,395.30	0.085
		62,500		9,980.00	0.037	11,377.20	0.042	12,974.00	0.048	13,572.80	0.050	14,570.80	0.054
		125,000		12,296.00	0.098	14,017.44	0.112	15,984.80	0.128	16,722.56	0.134	17,952.16	0.144

Current
Building Permit Fee Schedule
New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
				V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				<i>Relative Effort Factor:</i>		<i>Relative Effort Factor:</i>		<i>Relative Effort Factor:</i>		<i>Relative Effort Factor:</i>		<i>Relative Effort Factor:</i>	
				1.00		1.14		1.30		1.36		1.46	
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF								
		2,500		\$ 4,149.00	\$ 0.137	\$ 4,729.86	\$ 0.156	\$ 5,393.70	\$ 0.177	\$ 5,642.64	\$ 0.186	\$ 6,057.54	\$ 0.199
R-1	Hotel Low/Mid Rise - Shell	12,500		5,514.00	0.102	6,285.96	0.117	7,168.20	0.133	7,499.04	0.139	8,050.44	0.149
		25,000	A	6,792.00	0.050	7,742.88	0.058	8,829.60	0.066	9,237.12	0.069	9,916.32	0.074
		62,500		8,684.00	0.032	9,899.76	per week	11,289.20	0.042	11,810.24	0.044	12,678.00	0.047
		125,000		10,700.00	0.086	12,198.00	0.098	13,910.00	0.111	14,552.00	0.116	15,622.00	0.125
R-1	Hotel Low/Mid Rise - TI	2,500		\$ 2,264.00	\$ 0.075	\$ 2,580.96	\$ 0.085	\$ 2,943.20	\$ 0.097	\$ 3,079.04	\$ 0.101	\$ 3,305.44	\$ 0.109
		12,500		3,009.00	0.056	3,430.26	0.064	3,911.70	0.072	4,092.24	0.076	4,393.14	0.081
		25,000	A	3,706.00	0.028	4,224.84	0.031	4,817.80	0.036	5,040.16		5,410.76	0.040
		62,500		4,739.00	0.018	5,402.46	0.020	6,160.70	0.023	6,445.04	0.024	6,918.94	0.026
		125,000		5,839.00	0.047	6,656.46	0.053	7,590.70	0.061	7,941.04	0.064	8,524.94	0.068
R-2	Multi-family Residential - New	1,667		\$ 2,832.00	\$ 0.359	\$ 3,228.48	\$ 0.409	\$ 3,681.60	\$ 0.466	\$ 3,851.52	\$ 0.488	\$ 4,134.72	\$ 0.524
		3,333		3,430.00	0.239	3,910.20	0.272	4,459.00	0.310	4,664.80	0.325	5,007.80	0.349
		5,000	A	3,828.00	0.205	4,363.92	0.234	4,976.40	0.266	5,206.08	0.279	5,588.88	0.299
		8,333		4,511.00	0.130	5,142.54	0.148	5,864.30	0.169	6,134.96	0.177	6,586.06	0.190
		12,500		5,052.00	0.404	5,759.28	0.461	6,567.60	0.525	6,870.72	0.550	7,375.92	0.590
R-2	Multi-Family Residential - Addition	667		\$ 1,340.00	\$ 0.425	\$ 1,527.60	\$ 0.484	\$ 1,742.00	\$ 0.552	\$ 1,822.40	\$ 0.577	\$ 1,956.40	\$ 0.620
		1,333		1,623.00	0.282	1,850.22	0.321	2,109.90	0.367	2,207.28	0.384	2,369.58	0.412
		2,000	A	1,811.00	0.242	2,064.54	0.275	2,354.30	0.314	2,462.96	0.328	2,644.06	0.353
		3,333		2,133.00	0.154	2,431.62	0.176	2,772.90	0.200	2,900.88	0.210	3,114.18	0.225
		5,000		2,390.00	0.478	2,724.60	0.545	3,107.00	0.621	3,250.40	0.650	3,489.40	0.698
R-2	Multi-Family Residential - Alteration	667		\$ 1,034.00	\$ 0.329	\$ 1,178.76	\$ 0.374	\$ 1,344.20	\$ 0.427	\$ 1,406.24	\$ 0.447	\$ 1,509.64	\$ 0.480
		1,333		1,253.00	0.218	1,428.42	0.248	1,628.90	0.283	1,704.08	0.296	1,829.38	0.318
		2,000	A	1,398.00	0.187	1,593.72	0.213	1,817.40	0.243	1,901.28	0.254	2,041.08	0.273
		3,333		1,647.00	0.119	1,877.58	0.135	2,141.10	0.154	2,239.92	0.162	2,404.62	0.173
		5,000		1,845.00	0.369	2,103.30	0.421	2,398.50	0.480	2,509.20	0.502	2,693.70	0.539
R-3	Single-Family (custom or model)	1,000		\$ 1,867.00	\$ 0.394	\$ 2,128.38	\$ 0.449	\$ 2,427.10	\$ 0.512	\$ 2,539.12	\$ 0.536	\$ 2,725.82	\$ 0.575
		2,000		2,261.00	0.262	2,577.54	0.299	2,939.30	0.341	3,074.96	0.356	3,301.06	0.383
		3,000	A	2,523.00	0.225	2,876.22	0.257	3,279.90	0.293	3,431.28	0.306	3,683.58	0.329
		5,000		2,973.00	0.142	3,389.22	0.162	3,864.90	0.185	4,043.28	0.194	4,340.58	0.208
		7,500		3,329.00	0.444	3,795.06	0.506	4,327.70	0.577	4,527.44	0.604	4,860.34	0.648
R-3	Single-Family - Production / Repeat	667		\$ 1,256.00	\$ 0.398	\$ 1,431.84	\$ 0.453	\$ 1,632.80	\$ 0.517	\$ 1,708.16	\$ 0.541	\$ 1,833.76	\$ 0.580
		1,333		1,521.00	0.264	1,733.94	0.301	1,977.30	0.343	2,068.56	0.359	2,220.66	0.385
		2,000	A	1,697.00	0.227	1,934.58	0.259	2,206.10	0.295	2,307.92	0.309	2,477.62	0.332
		3,333		2,000.00	0.144	2,280.00	0.164	2,600.00	0.187	2,720.00	0.196	2,920.00	0.210
		5,000		2,240.00	0.448	2,553.60	0.511	2,912.00	0.582	3,046.40	0.609	3,270.40	0.654
R-3	Single-Family Residential - Addition	250		\$ 862.00	\$ 0.701	\$ 982.68	\$ 0.799	\$ 1,120.60	\$ 0.912	\$ 1,172.32	\$ 0.954	\$ 1,258.52	\$ 1.020
		1,000		1,388.00	0.322	1,582.32	0.367	1,804.40	0.419	1,887.68	0.438	2,026.48	0.470
		1,500	A	1,549.00	0.276	1,765.86	0.315	2,013.70	0.359	2,106.64	0.375	2,261.54	0.403
		2,500		1,825.00	0.175	2,080.50	0.200	2,372.50	0.228	2,482.00	0.238	2,664.50	0.256
		3,750		2,044.00	0.545	2,330.16	0.621	2,657.20	0.709	2,779.84	0.741	2,984.24	0.796
R-3	Single-Family Residential - Alteration	250		\$ 691.60	\$ 0.376	\$ 788.88	\$ 0.428	\$ 899.60	\$ 0.488	\$ 941.12	\$ 0.510	\$ 1,010.32	\$ 0.548
		1,000		974.00	0.226	1,110.36	0.258	1,266.20	0.294	1,324.64	0.307	1,422.04	0.330
		1,500	A	1,087.00	0.194	1,239.18	0.221	1,413.10	0.252	1,478.32	0.264	1,587.02	0.283
		2,500		1,281.00	0.122	1,460.34	0.140	1,665.30	0.159	1,742.16	0.166	1,870.26	0.179
		3,750		1,434.00	0.382	1,634.76	0.436	1,864.20	0.497	1,950.24	0.520	2,093.64	0.558
R-3	Manufactured Home - Complete	667		\$ 472.00	\$ 0.150	\$ 538.08	\$ 0.171	\$ 613.60	\$ 0.195	\$ 641.92	\$ 0.204	\$ 689.12	\$ 0.219
		1,333		572.00	0.099	652.08	0.113	743.60	0.129	777.92	0.135	835.12	0.145
		2,000	A	638.00	0.086	727.32	0.097	829.40	0.111	867.68	0.116	931.48	0.125
		3,333		752.00	0.054	857.28	0.062	977.60	0.070	1,022.72	0.073	1,097.92	0.079
		5,000		842.00	0.168	959.88	0.192	1,094.60	0.219	1,145.12	0.229	1,229.32	0.246

Current
 Building Permit Fee Schedule
 New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
		V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B			
		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:			
		1.00		1.14		1.30		1.36		1.46			
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF	Base Cost	Each Additional SF						
		333		\$ 472.00	\$ 0.300	\$ 538.08	\$ 0.342	\$ 613.60	\$ 0.390	\$ 641.92	\$ 0.408	\$ 689.12	\$ 0.438
		667		572.00	0.198	652.08	0.226	743.60	0.257	777.92	0.269	835.12	0.289
R-3	Prefabricated Dwelling - Complete	1,000	A	638.00	0.171	727.32	0.195	829.40	0.222	867.68	0.233	931.48	0.250
		1,667		752.00	0.108	857.28	0.123	977.60	0.140	1,022.72	0.147	1,097.92	0.158
		2,500		842.00	0.337	959.88	0.384	1,094.60	0.438	1,145.12	0.458	1,229.32	0.492
		250		\$ 435.00	\$ 0.144	\$ 495.90	\$ 0.164	\$ 565.50	\$ 0.187	\$ 591.60	\$ 0.196	\$ 635.10	\$ 0.210
		1,250		579.00	0.107	660.06	0.122	752.70	0.139	787.44	0.146	845.34	0.157
	Modular Building - Complete	2,500	A	713.00	0.053	812.82	0.060	926.90	0.069	969.68	0.072	1,040.98	0.077
		6,250		911.00	0.034	1,038.54	0.039	1,184.30	0.044	1,238.96	0.046	1,330.06	0.050
		12,500		1,123.00	0.090	1,280.22	0.102	1,459.90	0.117	1,527.28	0.122	1,639.58	0.131
		250		\$ 235.00	\$ 0.077	\$ 267.90	\$ 0.088	\$ 305.50	\$ 0.100	\$ 319.60	\$ 0.105	\$ 343.10	\$ 0.112
		1,250		312.00	0.058	355.68	0.066	405.60	0.075	424.32	0.078	455.52	0.084
	Manufactured Building - Fnd	2,500	A	384.00	0.029	437.76	0.033	499.20	0.037	522.24	0.039	560.64	0.042
		6,250		491.00	0.018	559.74	0.021	638.30	0.024	667.76	0.025	716.86	0.027
		12,500		605.00	0.048	689.70	0.055	786.50	0.063	822.80	0.066	883.30	0.071
		1,000		\$ 1,784.00	\$ 0.147	\$ 2,033.76	\$ 0.167	\$ 2,319.20	\$ 0.191	\$ 2,426.24	\$ 0.200	\$ 2,604.64	\$ 0.214
		5,000		2,371.00	0.110	2,702.94	0.125	3,082.30	0.143	3,224.56	0.149	3,461.66	0.160
S-1/S-2	Warehouse - Complete	10,000	A	2,920.00	0.054	3,328.80	0.062	3,796.00	0.070	3,971.20	0.074	4,263.20	0.079
		25,000		3,733.00	0.035	4,255.62	0.040	4,852.90	0.045	5,076.88	0.047	5,450.18	0.051
		50,000		4,600.00	0.092	5,244.00	0.105	5,980.00	0.120	6,256.00	0.125	6,716.00	0.134
		500		\$ 1,910.00	\$ 0.314	\$ 2,177.40	\$ 0.358	\$ 2,483.00	\$ 0.408	\$ 2,597.60	\$ 0.427	\$ 2,788.60	\$ 0.458
		2,500		2,538.00	0.235	2,893.32	0.268	3,299.40	0.306	3,451.68	0.320	3,705.48	0.343
S-1	Repair Garage & Service St - Complete	5,000	A	3,126.00	0.116	3,563.64	0.132	4,063.80	0.151	4,251.36	0.158	4,563.96	0.170
		12,500		3,997.00	0.074	4,556.58	0.085	5,196.10	0.097	5,435.92	0.101	5,835.62	0.108
		25,000		4,925.00	0.197	5,614.50	0.225	6,402.50	0.256	6,698.00	0.268	7,190.50	0.288
		500		\$ 1,738.00	\$ 0.286	\$ 1,981.32	\$ 0.326	\$ 2,259.40	\$ 0.372	\$ 2,363.68	\$ 0.389	\$ 2,537.48	\$ 0.418
		2,500		2,310.00	0.214	2,633.40	0.244	3,003.00	0.278	3,141.60	0.291	3,372.60	0.312
S-1	Repair Garage & Service St - Shell	5,000	A	2,845.00	0.106	3,243.30	0.121	3,698.50	0.137	3,869.20	0.144	4,153.70	0.154
		12,500		3,638.00	0.068	4,147.32	0.077	4,729.40	0.088	4,947.68	0.092	5,311.48	0.099
		25,000		4,482.00	0.179	5,109.48	0.204	5,826.60	0.233	6,095.52	0.244	6,543.72	0.262
		500		\$ 591.00	\$ 0.098	\$ 673.74	\$ 0.111	\$ 768.30	\$ 0.127	\$ 803.76	\$ 0.133	\$ 862.86	\$ 0.142
		2,500		786.00	0.073	896.04	0.083	1,021.80	0.095	1,068.96	0.099	1,147.56	0.106
S-1	Repair Garage & Service St - TI	5,000	A	968.00	0.036	1,103.52	0.041	1,258.40	0.047	1,316.48	0.049	1,413.28	0.053
		12,500		1,238.00	0.023	1,411.32	0.026	1,609.40	0.030	1,683.68	0.031	1,807.48	0.034
		25,000		1,525.00	0.061	1,738.50	0.070	1,982.50	0.079	2,074.00	0.083	2,226.50	0.089
		1,000		\$ 2,932.00	\$ 0.241	\$ 3,342.48	\$ 0.275	\$ 3,811.60	\$ 0.314	\$ 3,987.52	\$ 0.328	\$ 4,280.72	\$ 0.352
		5,000		3,897.00	0.181	4,442.58	0.206	5,066.10	0.235	5,299.92	0.246	5,689.62	0.264
S-2	Parking Garage - Complete	10,000	A	4,800.00	0.089	5,472.00	0.102	6,240.00	0.116	6,528.00	0.121	7,008.00	0.130
		25,000		6,137.00	0.057	6,996.18	0.065	7,978.10	0.074	8,346.32	0.078	8,960.02	0.083
		50,000		7,562.00	0.151	8,620.68	0.172	9,830.60	0.197	10,284.32	0.206	11,040.52	0.221
		250		\$ 492.00	\$ 0.162	\$ 560.88	\$ 0.185	\$ 639.60	\$ 0.211	\$ 669.12	\$ 0.220	\$ 718.32	\$ 0.237
		1,250		654.00	0.122	745.56	0.139	850.20	0.158	889.44	0.165	954.84	0.178
S-2	Commercial Carport	2,500	A	806.00	0.060	918.84	0.068	1,047.80	0.078	1,096.16	0.081	1,176.76	0.087
		6,250		1,030.00	0.038	1,174.20	0.044	1,339.00	0.050	1,400.80	0.052	1,503.80	0.056
		12,500		1,270.00	0.102	1,447.80	0.116	1,651.00	0.132	1,727.20	0.138	1,854.20	0.148
		100		\$ 515.00	\$ 0.425	\$ 587.10	\$ 0.485	\$ 669.50	\$ 0.553	\$ 700.40	\$ 0.578	\$ 751.90	\$ 0.621
		500		685.00	0.316	780.90	0.360	890.50	0.411	931.60	0.430	1,000.10	0.461
U	Accessory Building - Commercial	1,000	A	843.00	0.157	961.02	0.179	1,095.90	0.204	1,146.48	0.213	1,230.78	0.229
		2,500		1,078.00	0.100	1,228.92	0.114	1,401.40	0.131	1,466.08	0.137	1,573.88	0.147
		5,000		1,329.00	0.266	1,515.06	0.303	1,727.70	0.346	1,807.44	0.361	1,940.34	0.388

Current
 Building Permit Fee Schedule
 New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
		V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B			
		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:			
		1.00		1.14		1.30		1.36		1.46			
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF	Base Cost	Each Additional SF						
		167		\$ 409.00	\$ 0.516	\$ 466.26	\$ 0.588	\$ 531.70	\$ 0.671	\$ 556.24	\$ 0.702	\$ 597.14	\$ 0.753
		333		495.00	0.348	564.30	0.397	643.50	0.452	673.20	0.473	722.70	0.508
U	Accessory Building - Residential	500	A	553.00	0.294	630.42	0.335	718.90	0.382	752.08	0.400	807.38	0.429
	Such as pool houses, recreation rooms, art studios and sheds	833		651.00	0.187	742.14	0.213	846.30	0.243	885.36	0.255	950.46	0.273
		1,250		729.00	0.583	831.06	0.665	947.70	0.758	991.44	0.793	1,064.34	0.851
		167		\$ 572.00	\$ 0.726	\$ 652.08	\$ 0.828	\$ 743.60	\$ 0.944	\$ 777.92	\$ 0.987	\$ 835.12	\$ 1.060
		333		693.00	0.486	790.02	0.554	900.90	0.632	942.48	0.661	1,011.78	0.710
U	Residential Garage	500	A	774.00	0.411	882.36	0.469	1,006.20	0.534	1,052.64	0.559	1,130.04	0.600
		833		911.00	0.264	1,038.54	0.301	1,184.30	0.343	1,238.96	0.359	1,330.06	0.385
		1,250		1,021.00	0.817	1,163.94	0.931	1,327.30	1.062	1,388.56	1.111	1,490.66	1.193
		167		\$ 284.00	\$ 0.360	\$ 323.76	\$ 0.410	\$ 369.20	\$ 0.468	\$ 386.24	\$ 0.490	\$ 414.64	\$ 0.526
		333		344.00	0.240	392.16	0.274	447.20	0.312	467.84	0.326	502.24	0.350
U	Residential Carport	500	A	384.00	0.204	437.76	0.233	499.20	0.265	522.24	0.277	560.64	0.298
		833		452.00	0.132	515.28	0.150	587.60	0.172	614.72	0.180	659.92	0.193
		1,250		507.00	0.406	577.98	0.462	659.10	0.527	689.52	0.552	740.22	0.592
		333		\$ 284.00	\$ 0.180	\$ 323.76	\$ 0.205	\$ 369.20	\$ 0.234	\$ 386.24	\$ 0.245	\$ 414.64	\$ 0.263
		667		344.00	0.120	392.16	0.137	447.20	0.156	467.84	0.163	502.24	0.175
	Residential Patio Cover	1,000	A	384.00	0.102	437.76	0.116	499.20	0.133	522.24	0.139	560.64	0.149
		1,667		452.00	0.066	515.28	0.075	587.60	0.086	614.72	0.090	659.92	0.096
		2,500		507.00	0.203	577.98	0.231	659.10	0.264	689.52	0.276	740.22	0.296
		333		\$ 409.00	\$ 0.258	\$ 466.26	\$ 0.294	\$ 531.70	\$ 0.335	\$ 556.24	\$ 0.351	\$ 597.14	\$ 0.377
		667		495.00	0.174	564.30	0.198	643.50	0.226	673.20	0.237	722.70	0.254
R-3	Residential Patio Enclosure	1,000	A	553.00	0.147	630.42	0.168	718.90	0.191	752.08	0.200	807.38	0.215
		1,667		651.00	0.094	742.14	0.107	846.30	0.122	885.36	0.127	950.46	0.137
		2,500		729.00	0.292	831.06	0.332	947.70	0.379	991.44	0.397	1,064.34	0.426

I
P

Recommended 7-1-2018 immediate percentage increase
Recommended 7-1-2018 phased percentage increase

27.5%
8.6%

Proposed - Effective 7-1-2018
Building Permit Fee Schedule
New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
		V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B			
		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
		1.00		1.14		1.30		1.36		1.46			
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF								
		200		\$ 1,452.29	\$ 0.598	\$ 1,655.61	\$ 0.681	\$ 1,887.98	\$ 0.777	\$ 1,975.11	\$ 0.813	\$ 2,120.34	\$ 0.872
		1,000		1,930.44	0.351	2,200.70	0.510	2,509.57	0.581	2,625.39	0.608	2,818.44	0.653
A-1	Assembly Group	2,000	A	2,377.98	0.173	2,710.90	0.251	3,091.38	0.287	3,234.06	0.300	3,471.85	0.323
		5,000		3,039.74	0.111	3,465.30	0.161	3,951.66	0.184	4,134.04	0.193	4,438.02	0.207
		10,000		3,746.12	0.294	4,270.57	0.427	4,869.95	0.487	5,094.72	0.510	5,469.33	0.547
		100		\$ 1,452.29	\$ 0.938	\$ 1,655.61	\$ 1.363	\$ 1,887.98	\$ 1.554	\$ 1,975.11	\$ 1.626	\$ 2,120.34	\$ 1.746
		500		1,930.44	0.702	2,200.70	1.020	2,509.57	1.164	2,625.39	1.218	2,818.44	1.307
A-2	Assembly Group: Restaurants	1,000	A	2,377.98	0.346	2,710.90	0.502	3,091.38	0.574	3,234.06	0.601	3,471.85	0.644
		2,500		3,039.74	0.222	3,465.30	0.323	3,951.66	0.367	4,134.04	0.384	4,438.02	0.413
		5,000		3,746.12	0.588	4,270.57	0.854	4,869.95	0.974	5,094.72	1.019	5,469.33	1.094
		500		\$ 790.54	\$ 0.102	\$ 901.21	\$ 0.148	\$ 1,027.70	\$ 0.170	\$ 1,075.13	\$ 0.177	\$ 1,154.18	\$ 0.190
		2,500		1,050.65	0.076	1,197.74	0.111	1,365.84	0.126	1,428.88	0.133	1,533.94	0.143
A-3	Assembly Group - TI	5,000	A	1,294.18	0.038	1,475.37	0.055	1,682.44	0.062	1,760.09	0.065	1,889.51	0.070
		12,500		1,655.02	0.024	1,886.73	0.034	2,151.53	0.040	2,250.83	0.042	2,416.34	0.045
		25,000		2,038.82	0.064	2,324.25	0.093	2,650.46	0.106	2,772.79	0.111	2,976.67	0.119
		500		\$ 805.84	\$ 0.104	\$ 918.65	\$ 0.150	\$ 1,047.59	\$ 0.172	\$ 1,095.94	\$ 0.180	\$ 1,176.52	\$ 0.193
		2,500		1,069.77	0.078	1,219.54	0.113	1,390.70	0.129	1,454.89	0.135	1,561.87	0.145
A-3	Church and Religious Bldg - TI	5,000	A	1,318.41	0.038	1,502.99	0.056	1,713.93	0.064	1,793.04	0.066	1,924.88	0.071
		12,500		1,685.63	0.025	1,921.61	0.036	2,191.31	0.041	2,292.45	0.042	2,461.01	0.046
		25,000		2,077.07	0.065	2,367.86	0.094	2,700.19	0.108	2,824.81	0.113	3,032.52	0.121
		500		\$ 3,099.66	\$ 0.400	\$ 3,533.62	\$ 0.581	\$ 4,029.56	\$ 0.663	\$ 4,215.54	\$ 0.694	\$ 4,525.51	\$ 0.745
		2,500		4,119.71	0.299	4,696.47	0.435	5,355.62	0.496	5,602.81	0.519	6,014.78	0.557
B	Restaurant - Complete	5,000	A	5,073.45	0.148	5,783.74	0.215	6,595.49	0.245	6,899.90	0.256	7,407.24	0.275
		12,500		6,487.49	0.094	7,395.74	0.138	8,433.74	0.157	8,822.99	0.163	9,471.74	0.176
		25,000		7,993.33	0.251	9,112.40	0.365	10,391.33	0.416	10,870.93	0.435	11,670.27	0.467
		500		\$ 2,610.04	\$ 0.337	\$ 2,975.45	\$ 0.490	\$ 3,393.05	\$ 0.557	\$ 3,549.66	\$ 0.584	\$ 3,810.66	\$ 0.626
		2,500		3,468.16	0.252	3,953.70	0.366	4,508.60	0.418	4,716.69	0.437	5,063.51	0.469
B	Restaurant - Shell	5,000	A	4,271.44	0.124	4,869.44	0.181	5,552.87	0.207	5,809.16	0.215	6,236.31	0.232
		12,500		5,461.07	0.080	6,225.62	0.116	7,099.39	0.131	7,427.06	0.138	7,973.16	0.148
		25,000		6,729.75	0.211	7,671.92	0.307	8,748.68	0.349	9,152.46	0.366	9,825.44	0.393
		250		\$ 782.89	\$ 0.203	\$ 892.49	\$ 0.295	\$ 1,017.75	\$ 0.337	\$ 1,064.72	\$ 0.352	\$ 1,143.01	\$ 0.377
		1,250		1,041.72	0.151	1,187.56	0.219	1,354.24	0.251	1,416.74	0.263	1,520.91	0.282
B	Restaurant - TI	2,500	A	1,282.71	0.075	1,462.29	0.108	1,667.52	0.124	1,744.48	0.130	1,872.75	0.139
		6,250		1,639.72	0.048	1,869.28	0.070	2,131.64	0.079	2,230.02	0.083	2,394.00	0.089
		12,500		2,020.97	0.127	2,303.90	0.185	2,627.26	0.210	2,748.51	0.219	2,950.61	0.236
		1,000		\$ 3,567.61	\$ 0.230	\$ 4,067.08	\$ 0.334	\$ 4,637.89	\$ 0.381	\$ 4,851.95	\$ 0.399	\$ 5,208.71	\$ 0.428
		5,000		4,741.94	0.172	5,405.81	0.250	6,164.52	0.286	6,449.04	0.298	6,923.23	0.320
B	Offices, etc. - Complete	10,000	A	5,839.76	0.085	6,657.33	0.124	7,591.69	0.142	7,942.08	0.148	8,526.05	0.158
		25,000		7,466.74	0.054	8,512.08	0.079	9,706.76	0.091	10,154.76	0.094	10,901.43	0.101
		50,000		9,200.81	0.144	10,488.93	0.210	11,961.06	0.240	12,513.11	0.250	13,433.19	0.269
		1,000		\$ 2,390.73	\$ 0.154	\$ 2,725.43	\$ 0.224	\$ 3,107.95	\$ 0.256	\$ 3,251.40	\$ 0.268	\$ 3,490.47	\$ 0.287
		5,000		3,177.44	0.116	3,622.28	0.168	4,130.68	0.191	4,321.32	0.200	4,639.07	0.215
B	Offices, etc. - Shell	10,000	A	3,914.43	0.057	4,462.45	0.083	5,088.75	0.094	5,323.62	0.099	5,715.06	0.106
		25,000		5,004.60	0.036	5,705.24	0.054	6,505.98	0.060	6,806.26	0.064	7,306.72	0.068
		50,000		6,166.18	0.097	7,029.44	0.140	8,016.03	0.161	8,386.00	0.168	9,002.62	0.180
		500		\$ 2,296.38	\$ 0.296	\$ 2,617.87	\$ 0.430	\$ 2,985.29	\$ 0.491	\$ 3,123.07	\$ 0.514	\$ 3,352.71	\$ 0.551
		2,500		3,051.21	0.222	3,478.38	0.323	3,966.58	0.367	4,149.65	0.384	4,454.77	0.413
B	Commercial Building - Addition	5,000	A	3,757.59	0.109	4,283.66	0.159	4,884.87	0.181	5,110.33	0.190	5,486.09	0.204
		12,500		4,804.42	0.070	5,477.03	0.102	6,245.74	0.116	6,534.01	0.121	7,014.45	0.130
		25,000		5,920.09	0.186	6,748.90	0.270	7,696.12	0.307	8,051.32	0.323	8,643.33	0.346

I

Recommended 7-1-2018 immediate percentage increase

27.5%

P

Recommended 7-1-2018 phased percentage increase

8.6%

Proposed - Effective 7-1-2018
Building Permit Fee Schedule
New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:

ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
				Base Cost	Each Additional SF								
		500		\$ 659.20	\$ 0.085	\$ 751.49	\$ 0.124	\$ 856.97	\$ 0.142	\$ 896.52	\$ 0.148	\$ 962.44	\$ 0.158
		2,500		875.96	0.064	998.60	0.093	1,138.75	0.106	1,191.31	0.110	1,278.91	0.119
B	Offices, etc. - Non-Medical TI	5,000	A	1,078.70	0.031	1,229.72	0.046	1,402.31	0.052	1,467.03	0.055	1,574.90	0.059
		12,500		1,378.34	0.020	1,571.30	0.029	1,791.84	0.033	1,874.54	0.034	2,012.37	0.037
		25,000		1,698.38	0.053	1,936.15	0.078	2,207.89	0.088	2,309.79	0.092	2,479.63	0.099
		1,000		\$ 3,071.61	\$ 0.198	\$ 3,501.64	\$ 0.288	\$ 3,993.10	\$ 0.329	\$ 4,177.39	\$ 0.344	\$ 4,484.55	\$ 0.368
		5,000		4,082.73	0.148	4,654.32	0.215	5,307.55	0.246	5,552.52	0.258	5,960.79	0.275
B	Medical Offices - Complete	10,000	A	5,027.55	0.073	5,731.41	0.107	6,535.82	0.121	6,837.47	0.128	7,340.22	0.136
		25,000		6,428.84	0.047	7,328.88	0.068	8,357.49	0.078	8,743.22	0.082	9,386.10	0.087
		50,000		7,921.93	0.124	9,031.00	0.181	10,298.51	0.207	10,773.83	0.215	11,566.02	0.231
		1,000		\$ 2,399.66	\$ 0.155	\$ 2,735.61	\$ 0.224	\$ 3,119.56	\$ 0.256	\$ 3,263.53	\$ 0.268	\$ 3,503.50	\$ 0.288
		5,000		3,188.92	0.116	3,635.37	0.168	4,145.59	0.193	4,336.93	0.200	4,655.82	0.215
B	Medical Offices - Shell	10,000	A	3,927.18	0.057	4,476.98	0.083	5,105.33	0.094	5,340.96	0.099	5,733.68	0.107
		25,000		5,021.18	0.037	5,724.14	0.054	6,527.53	0.061	6,828.80	0.064	7,330.92	0.068
		50,000		6,186.58	0.097	7,052.70	0.142	8,042.55	0.161	8,413.75	0.168	9,032.40	0.181
		500		\$ 907.84	\$ 0.117	\$ 1,034.94	\$ 0.170	\$ 1,180.19	\$ 0.194	\$ 1,234.66	\$ 0.203	\$ 1,325.45	\$ 0.218
		2,500		1,206.20	0.088	1,375.07	0.128	1,568.07	0.145	1,640.44	0.152	1,761.06	0.163
B	Medical Offices - TI	5,000	A	1,485.44	0.043	1,693.40	0.062	1,931.07	0.071	2,020.20	0.075	2,168.74	0.080
		12,500		1,899.84	0.028	2,165.81	0.041	2,469.79	0.046	2,583.78	0.048	2,773.76	0.051
		25,000		2,341.01	0.073	2,668.75	0.107	3,043.31	0.121	3,183.77	0.128	3,417.87	0.136
		100		\$ 1,461.22	\$ 0.945	\$ 1,665.79	\$ 1.373	\$ 1,899.58	\$ 1.567	\$ 1,987.25	\$ 1.638	\$ 2,133.37	\$ 1.760
		500		1,943.19	0.706	2,215.23	1.026	2,526.14	1.171	2,642.73	1.224	2,837.05	1.315
E	Shell	1,000	A	2,393.28	0.348	2,728.34	0.506	3,111.27	0.576	3,254.86	0.603	3,494.19	0.648
		2,500		3,058.86	0.223	3,487.10	0.324	3,976.52	0.370	4,160.05	0.386	4,465.94	0.414
		5,000		3,769.07	0.591	4,296.74	0.859	4,899.79	0.981	5,125.93	1.025	5,502.84	1.100
		150		\$ 841.54	\$ 0.362	\$ 959.35	\$ 0.525	\$ 1,094.00	\$ 0.599	\$ 1,144.49	\$ 0.627	\$ 1,228.65	\$ 0.673
		750		1,118.23	0.271	1,274.78	0.394	1,453.69	0.449	1,520.79	0.469	1,632.61	0.504
E	Educational Building - TI	1,500	A	1,377.06	0.134	1,569.85	0.195	1,790.18	0.222	1,872.80	0.232	2,010.51	0.249
		3,750		1,760.85	0.086	2,007.37	0.125	2,289.11	0.142	2,394.76	0.148	2,570.85	0.159
		7,500		2,170.15	0.227	2,473.97	0.330	2,821.19	0.376	2,951.40	0.394	3,168.42	0.422
		500		\$ 2,450.66	\$ 0.316	\$ 2,793.75	\$ 0.459	\$ 3,185.86	\$ 0.524	\$ 3,332.90	\$ 0.548	\$ 3,577.96	\$ 0.588
		2,500		3,256.50	0.237	3,712.41	0.344	4,233.45	0.393	4,428.83	0.411	4,754.48	0.441
F-1	Industrial Building - Shell	5,000	A	4,011.33	0.117	4,572.92	0.170	5,214.73	0.194	5,455.41	0.203	5,856.54	0.218
		12,500		5,128.28	0.075	5,846.24	0.108	6,666.76	0.124	6,974.46	0.130	7,487.29	0.139
		25,000		6,319.18	0.198	7,203.87	0.288	8,214.94	0.329	8,594.09	0.344	9,226.01	0.368
		500		\$ 753.56	\$ 0.098	\$ 859.06	\$ 0.142	\$ 979.63	\$ 0.162	\$ 1,024.84	\$ 0.170	\$ 1,100.20	\$ 0.181
		2,500		1,002.19	0.073	1,142.50	0.106	1,302.85	0.121	1,362.99	0.126	1,463.20	0.135
F-1	Industrial Building - TI	5,000	A	1,234.26	0.036	1,407.05	0.052	1,604.53	0.060	1,678.59	0.062	1,802.01	0.068
		12,500		1,578.52	0.023	1,799.51	0.033	2,052.08	0.038	2,146.79	0.040	2,304.64	0.043
		25,000		1,944.46	0.061	2,216.69	0.089	2,527.80	0.101	2,644.47	0.106	2,838.91	0.113
		500		\$ 2,608.77	\$ 0.336	\$ 2,973.99	\$ 0.488	\$ 3,391.40	\$ 0.557	\$ 3,547.92	\$ 0.583	\$ 3,808.80	\$ 0.626
		2,500		3,465.61	0.252	3,950.79	0.366	4,505.29	0.418	4,713.22	0.437	5,059.78	0.469
H	Hazardous H- Complete	5,000	A	4,268.89	0.124	4,866.54	0.181	5,549.56	0.207	5,805.69	0.215	6,232.58	0.232
		12,500		5,458.52	0.080	6,222.71	0.116	7,096.08	0.131	7,423.59	0.138	7,969.44	0.148
		25,000		6,725.93	0.211	7,667.56	0.307	8,743.71	0.349	9,147.26	0.366	9,819.85	0.393
		500		\$ 1,950.84	\$ 0.252	\$ 2,223.95	\$ 0.366	\$ 2,536.09	\$ 0.417	\$ 2,653.14	\$ 0.436	\$ 2,848.22	\$ 0.468
		2,500		2,592.19	0.188	2,955.10	0.274	3,369.85	0.312	3,525.38	0.326	3,784.60	0.351
H	Hazardous H- Shell	5,000	A	3,192.74	0.093	3,639.73	0.135	4,150.57	0.154	4,342.13	0.162	4,661.41	0.173
		12,500		4,082.73	0.060	4,654.32	0.087	5,307.55	0.098	5,552.52	0.103	5,960.79	0.111
		25,000		5,031.38	0.158	5,735.77	0.230	6,540.79	0.261	6,842.67	0.274	7,345.81	0.293

I

Recommended 7-1-2018 immediate percentage increase

27.5%

P

Recommended 7-1-2018 phased percentage increase

8.6%

Proposed - Effective 7-1-2018
Building Permit Fee Schedule
New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
		V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B			
		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
		1.00		1.14		1.30		1.36		1.46			
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF								
		500		\$ 1,273.78	\$ 0.164	\$ 1,452.11	\$ 0.238	\$ 1,655.92	\$ 0.272	\$ 1,732.34	\$ 0.284	\$ 1,859.72	\$ 0.305
		2,500		1,692.00	0.123	1,928.88	0.179	2,199.60	0.204	2,301.12	0.214	2,470.32	0.230
H	Hazardous H- T I	5,000	A	2,084.72	0.061	2,376.58	0.088	2,710.13	0.101	2,835.22	0.106	3,043.69	0.113
		12,500		2,664.87	0.039	3,037.95	0.056	3,464.33	0.064	3,624.22	0.068	3,890.71	0.073
		25,000		3,283.27	0.103	3,742.93	0.149	4,268.25	0.171	4,465.25	0.179	4,793.58	0.191
		250		\$ 2,588.37	\$ 0.668	\$ 2,950.74	\$ 0.972	\$ 3,364.88	\$ 1.107	\$ 3,520.18	\$ 1.158	\$ 3,779.01	\$ 1.243
		1,250		3,440.10	0.500	3,921.72	0.727	4,472.14	0.829	4,678.54	0.867	5,022.55	0.931
I-1	Medical/24 Hour Care - Complete	2,500	A	4,237.02	0.247	4,830.20	0.360	5,508.12	0.409	5,762.34	0.428	6,186.04	0.460
		6,250		5,417.72	0.158	6,176.20	0.230	7,043.03	0.261	7,368.10	0.274	7,909.87	0.293
		12,500		6,674.92	0.419	7,609.41	0.608	8,677.40	0.694	9,077.90	0.727	9,745.39	0.779
		250		\$ 2,477.44	\$ 0.639	\$ 2,824.28	\$ 0.928	\$ 3,220.67	\$ 1.060	\$ 3,369.31	\$ 1.108	\$ 3,617.06	\$ 1.190
		1,250		3,292.20	0.479	3,753.11	0.696	4,279.86	0.794	4,477.39	0.831	4,806.61	0.893
I-1	Medical/24 Hour Care - Shell	2,500	A	4,055.96	0.236	4,623.79	0.343	5,272.74	0.391	5,516.10	0.409	5,921.70	0.440
		6,250		5,185.66	0.151	5,911.65	0.219	6,741.36	0.250	7,052.49	0.261	7,571.06	0.282
		12,500		6,389.31	0.401	7,283.82	0.583	8,306.11	0.664	8,689.46	0.695	9,328.40	0.746
		250		\$ 775.23	\$ 0.200	\$ 883.77	\$ 0.291	\$ 1,007.81	\$ 0.332	\$ 1,054.32	\$ 0.347	\$ 1,131.84	\$ 0.372
		1,250		1,030.25	0.150	1,174.48	0.218	1,339.32	0.250	1,401.13	0.261	1,504.16	0.281
I-1	Medical/24Hour Care - TI	2,500	A	1,269.96	0.074	1,447.75	0.107	1,650.94	0.122	1,727.14	0.128	1,854.14	0.138
		6,250		1,623.15	0.047	1,850.39	0.069	2,110.09	0.078	2,207.48	0.082	2,369.80	0.088
		12,500		1,999.29	0.125	2,279.19	0.182	2,599.08	0.208	2,719.03	0.218	2,918.96	0.233
		250		\$ 2,140.82	\$ 0.553	\$ 2,440.54	\$ 0.803	\$ 2,783.07	\$ 0.917	\$ 2,911.52	\$ 0.959	\$ 3,125.60	\$ 1.029
		1,250		2,845.93	0.414	3,244.36	0.602	3,699.71	0.686	3,870.46	0.717	4,155.05	0.770
I-4	Day Care Facility - Complete	2,500	A	3,505.13	0.204	3,995.85	0.297	4,556.67	0.339	4,766.98	0.354	5,117.49	0.380
		6,250		4,481.83	0.131	5,109.28	0.190	5,826.37	0.217	6,095.28	0.227	6,543.47	0.244
		12,500		5,522.27	0.346	6,295.39	0.504	7,178.95	0.574	7,510.29	0.601	8,062.52	0.645
		100		\$ 804.56	\$ 0.520	\$ 917.20	\$ 0.756	\$ 1,045.93	\$ 0.862	\$ 1,094.20	\$ 0.901	\$ 1,174.66	\$ 0.968
		500		1,069.77	0.388	1,219.54	0.564	1,390.70	0.643	1,454.89	0.673	1,561.87	0.722
I-4	Day Care Facility - TI	1,000	A	1,317.13	0.192	1,501.53	0.279	1,712.27	0.319	1,791.30	0.333	1,923.02	0.357
		2,500		1,684.35	0.122	1,920.16	0.179	2,189.66	0.203	2,290.72	0.212	2,459.15	0.228
		5,000		2,074.52	0.325	2,364.95	0.473	2,696.87	0.539	2,821.34	0.565	3,028.80	0.606
		1,000		\$ 2,691.65	\$ 0.174	\$ 3,068.48	\$ 0.252	\$ 3,499.14	\$ 0.288	\$ 3,660.64	\$ 0.301	\$ 3,929.80	\$ 0.323
		5,000		3,576.54	0.130	4,077.25	0.189	4,649.50	0.215	4,864.09	0.226	5,221.74	0.242
M	Retail Sales - Complete	10,000	A	4,405.32	0.064	5,022.07	0.093	5,726.92	0.106	5,991.24	0.111	6,431.77	0.120
		25,000		5,631.93	0.041	6,420.40	0.060	7,321.51	0.068	7,659.42	0.071	8,222.61	0.077
		50,000		6,940.14	0.109	7,911.76	0.158	9,022.18	0.181	9,438.59	0.189	10,132.60	0.203
		1,000		\$ 2,304.03	\$ 0.149	\$ 2,626.59	\$ 0.215	\$ 2,995.24	\$ 0.246	\$ 3,133.48	\$ 0.258	\$ 3,363.88	\$ 0.277
		5,000		3,061.41	0.111	3,490.01	0.162	3,979.84	0.185	4,163.52	0.193	4,469.66	0.207
M	Retail Sales - Shell	10,000	A	3,770.34	0.055	4,298.19	0.080	4,901.45	0.091	5,127.67	0.096	5,504.70	0.102
		25,000		4,820.99	0.035	5,495.93	0.051	6,267.29	0.059	6,556.55	0.061	7,038.65	0.065
		50,000		5,940.49	0.093	6,772.16	0.135	7,722.64	0.154	8,079.07	0.162	8,673.12	0.173
		1,000		\$ 796.91	\$ 0.051	\$ 908.48	\$ 0.074	\$ 1,035.98	\$ 0.085	\$ 1,083.80	\$ 0.089	\$ 1,163.49	\$ 0.096
		5,000		1,058.30	0.039	1,206.46	0.056	1,375.79	0.064	1,439.28	0.066	1,545.11	0.071
M	Retail Sales - TI	10,000	A	1,304.38	0.019	1,487.00	0.028	1,695.70	0.032	1,773.96	0.033	1,904.40	0.036
		25,000		1,666.50	0.012	1,899.81	0.018	2,166.45	0.020	2,266.44	0.022	2,433.09	0.023
		50,000		2,054.12	0.032	2,341.69	0.047	2,670.35	0.054	2,793.60	0.056	2,999.01	0.060
		2,500		\$ 6,079.47	\$ 0.157	\$ 6,930.60	\$ 0.228	\$ 7,903.31	\$ 0.260	\$ 8,268.08	\$ 0.272	\$ 8,876.03	\$ 0.292
		12,500		8,080.04	0.117	9,211.24	0.171	10,504.05	0.195	10,988.85	0.204	11,796.86	0.218
R-1	Hotel Low/Mid Rise - Complete	25,000	A	9,951.82	0.058	11,345.08	0.084	12,937.37	0.096	13,534.48	0.101	14,529.66	0.108
		62,500		12,725.07	0.037	14,506.58	0.054	16,542.59	0.061	17,306.10	0.064	18,578.60	0.069
		125,000		15,678.10	0.098	17,873.04	0.143	20,381.54	0.163	21,322.22	0.171	22,890.03	0.184

I

Recommended 7-1-2018 immediate percentage increase

27.5%

P

Recommended 7-1-2018 phased percentage increase

8.6%

Proposed - Effective 7-1-2018
Building Permit Fee Schedule
New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
		V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B			
		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:			
		1.00		1.14		1.30		1.36		1.46			
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF	Base Cost	Each Additional SF						
		2,500		\$ 5,290.21	\$ 0.137	\$ 6,030.84	\$ 0.199	\$ 6,877.28	\$ 0.226	\$ 7,194.69	\$ 0.237	\$ 7,723.71	\$ 0.254
R-1	Hotel Low/Mid Rise - Shell	12,500	A	7,030.67	0.102	8,014.96	0.149	9,139.87	0.170	9,561.71	0.177	10,264.77	0.190
		25,000		8,660.19	0.050	9,872.62	0.074	11,258.25	0.084	11,777.86	0.088	12,643.88	0.094
		62,500		11,072.60	0.032	12,622.76	per week	14,394.38	0.054	15,058.73	0.056	16,165.99	0.060
		125,000		13,643.11	0.086	15,553.15	0.125	17,736.05	0.142	18,554.63	0.148	19,918.94	0.159
		2,500		\$ 2,886.73	\$ 0.075	\$ 3,290.87	\$ 0.108	\$ 3,752.75	\$ 0.124	\$ 3,925.95	\$ 0.129	\$ 4,214.63	\$ 0.139
R-1	Hotel Low/Mid Rise - TI	12,500	A	3,836.65	0.056	4,373.78	0.082	4,987.64	0.092	5,217.84	0.097	5,601.51	0.103
		25,000		4,725.36	0.028	5,386.91	0.040	6,142.97	0.046	6,426.49	0.051	6,899.03	0.051
		62,500		6,042.50	0.018	6,888.45	0.026	7,855.25	0.029	8,217.79	0.031	8,822.04	0.033
		125,000		7,445.06	0.047	8,487.37	0.068	9,678.58	0.078	10,125.28	0.082	10,869.79	0.087
		1,667		\$ 3,610.96	\$ 0.359	\$ 4,116.50	\$ 0.521	\$ 4,694.25	\$ 0.594	\$ 4,910.91	\$ 0.622	\$ 5,272.00	\$ 0.668
R-2	Multi-family Residential - New	3,333	A	4,373.45	0.239	4,985.73	0.347	5,685.48	0.395	5,947.89	0.414	6,385.23	0.445
		5,000		4,880.92	0.205	5,564.25	0.298	6,345.19	0.339	6,638.05	0.356	7,126.14	0.381
		8,333		5,751.78	0.130	6,557.03	0.189	7,477.32	0.215	7,822.43	0.226	8,397.60	0.242
		12,500		6,441.59	0.404	7,343.41	0.588	8,374.07	0.669	8,760.56	0.701	9,404.72	0.752
		667		\$ 1,708.58	\$ 0.425	\$ 1,947.78	\$ 0.617	\$ 2,221.15	\$ 0.704	\$ 2,323.66	\$ 0.736	\$ 2,494.52	\$ 0.791
R-2	Multi-Family Residential - Addition	1,333	A	2,069.42	0.282	2,359.14	0.409	2,690.24	0.468	2,814.41	0.490	3,021.35	0.525
		2,000		2,309.13	0.242	2,632.41	0.351	3,001.87	0.400	3,140.42	0.418	3,371.33	0.450
		3,333		2,719.70	0.154	3,100.45	0.224	3,535.61	0.255	3,698.79	0.268	3,970.76	0.287
		5,000		3,047.39	0.478	3,474.02	0.695	3,961.60	0.792	4,144.45	0.829	4,449.18	0.890
		667		\$ 1,318.41	\$ 0.329	\$ 1,502.99	\$ 0.477	\$ 1,713.93	\$ 0.544	\$ 1,793.04	\$ 0.570	\$ 1,924.88	\$ 0.612
R-2	Multi-Family Residential - Alteration	1,333	A	1,597.65	0.218	1,821.32	0.316	2,076.94	0.361	2,172.80	0.377	2,332.56	0.405
		2,000		1,782.53	0.187	2,032.08	0.272	2,317.29	0.310	2,424.24	0.324	2,602.49	0.348
		3,333		2,100.02	0.119	2,394.02	0.172	2,730.03	0.196	2,856.03	0.207	3,066.03	0.221
		5,000		2,352.48	0.369	2,681.83	0.537	3,058.22	0.612	3,199.37	0.640	3,434.62	0.687
		1,000		\$ 2,380.53	\$ 0.394	\$ 2,713.81	\$ 0.573	\$ 3,094.69	\$ 0.653	\$ 3,237.52	\$ 0.683	\$ 3,475.58	\$ 0.733
R-3	Single-Family (custom or model)	2,000	A	2,882.90	0.262	3,286.51	0.381	3,747.78	0.435	3,920.75	0.454	4,209.04	0.488
		3,000		3,216.97	0.225	3,667.35	0.328	4,182.06	0.374	4,375.08	0.390	4,696.78	0.419
		5,000		3,790.75	0.142	4,321.45	0.207	4,927.97	0.236	5,155.41	0.247	5,534.49	0.265
		7,500		4,244.67	0.444	4,838.92	0.645	5,518.07	0.736	5,772.75	0.770	6,197.21	0.826
		667		\$ 1,601.47	\$ 0.398	\$ 1,825.68	\$ 0.578	\$ 2,081.91	\$ 0.659	\$ 2,178.00	\$ 0.690	\$ 2,338.15	\$ 0.740
R-3	Single-Family - Production / Repeat	1,333	A	1,939.36	0.264	2,210.87	0.384	2,521.17	0.437	2,637.53	0.458	2,831.47	0.491
		2,000		2,163.77	0.227	2,466.70	0.330	2,812.90	0.376	2,942.73	0.394	3,159.11	0.423
		3,333		2,550.11	0.144	2,907.13	0.209	3,315.15	0.238	3,468.16	0.250	3,723.17	0.268
		5,000		2,856.13	0.448	3,255.99	0.652	3,712.97	0.742	3,884.33	0.777	4,169.95	0.834
		250		\$ 1,099.10	\$ 0.701	\$ 1,252.97	\$ 1.019	\$ 1,428.83	\$ 1.163	\$ 1,494.78	\$ 1.216	\$ 1,604.69	\$ 1.301
R-3	Single-Family Residential - Addition	1,000	A	1,769.78	0.322	2,017.55	0.468	2,300.71	0.534	2,406.90	0.558	2,583.88	0.599
		1,500		1,975.06	0.276	2,251.57	0.402	2,567.58	0.458	2,686.09	0.478	2,883.59	0.514
		2,500		2,326.98	0.175	2,652.76	0.255	3,025.07	0.291	3,164.69	0.303	3,397.39	0.326
		3,750		2,606.22	0.545	2,971.09	0.792	3,388.08	0.904	3,544.46	0.945	3,805.08	1.015
		250		\$ 881.83	\$ 0.376	\$ 1,005.87	\$ 0.546	\$ 1,147.04	\$ 0.622	\$ 1,199.98	\$ 0.650	\$ 1,288.22	\$ 0.699
R-3	Single-Family Residential - Alteration	1,000	A	1,241.91	0.226	1,415.77	0.329	1,614.48	0.375	1,688.99	0.391	1,813.18	0.421
		1,500		1,385.99	0.194	1,580.03	0.282	1,801.78	0.321	1,884.94	0.337	2,023.54	0.361
		2,500		1,633.35	0.122	1,862.02	0.179	2,123.35	0.203	2,221.35	0.212	2,384.69	0.228
		3,750		1,828.43	0.382	2,084.41	0.556	2,376.96	0.634	2,486.67	0.663	2,669.51	0.711
		667		\$ 601.83	\$ 0.150	\$ 686.08	\$ 0.218	\$ 782.38	\$ 0.249	\$ 818.48	\$ 0.260	\$ 878.67	\$ 0.279
R-3	Manufactured Home - Complete	1,333	A	729.33	0.099	831.44	0.144	948.13	0.164	991.89	0.172	1,064.83	0.185
		2,000		813.49	0.086	927.37	0.124	1,057.53	0.142	1,106.34	0.148	1,187.69	0.159
		3,333		958.84	0.054	1,093.08	0.079	1,246.50	0.089	1,304.03	0.093	1,399.91	0.101
		5,000		1,073.60	0.168	1,223.90	0.245	1,395.68	0.279	1,460.09	0.292	1,567.45	0.314

Proposed - Effective 7-1-2018
Building Permit Fee Schedule
New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:

ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B	
				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
				1.00		1.14		1.30		1.36		1.46	
				Base Cost	Each Additional SF								
		333		\$ 601.83	\$ 0.300	\$ 686.08	\$ 0.436	\$ 782.38	\$ 0.497	\$ 818.48	\$ 0.520	\$ 878.67	\$ 0.558
		667		729.33	0.198	831.44	0.288	948.13	0.328	991.89	0.343	1,064.83	0.368
R-3	Prefabricated Dwelling - Complete	1,000	A	813.49	0.171	927.37	0.249	1,057.53	0.283	1,106.34	0.297	1,187.69	0.319
		1,667		958.84	0.108	1,093.08	0.157	1,246.50	0.179	1,304.03	0.187	1,399.91	0.201
		2,500		1,073.60	0.337	1,223.90	0.490	1,395.68	0.558	1,460.09	0.584	1,567.45	0.627
		250		\$ 554.65	\$ 0.144	\$ 632.30	\$ 0.209	\$ 751.04	\$ 0.238	\$ 754.32	\$ 0.250	\$ 809.79	\$ 0.268
		1,250		738.26	0.107	841.61	0.156	959.74	0.177	1,004.03	0.186	1,077.86	0.200
	Modular Building - Complete	2,500	A	909.12	0.053	1,036.39	0.077	1,181.85	0.088	1,236.40	0.092	1,327.31	0.098
		6,250		1,161.58	0.034	1,324.20	0.050	1,510.05	0.056	1,579.74	0.059	1,695.90	0.064
		12,500		1,431.89	0.090	1,632.35	0.130	1,861.46	0.149	1,947.37	0.156	2,090.56	0.167
		250		\$ 299.64	\$ 0.077	\$ 341.59	\$ 0.112	\$ 389.53	\$ 0.128	\$ 407.51	\$ 0.134	\$ 437.47	\$ 0.143
		1,250		397.82	0.058	453.51	0.084	517.16	0.096	541.03	0.099	580.81	0.107
	Manufactured Building - Fnd	2,500	A	489.62	0.029	558.17	0.042	636.51	0.047	665.89	0.050	714.85	0.054
		6,250		626.05	0.018	713.70	0.027	813.87	0.031	851.43	0.032	914.04	0.034
		12,500		771.41	0.048	879.41	0.070	1,002.83	0.080	1,049.12	0.084	1,126.26	0.091
		1,000		\$ 2,274.70	\$ 0.147	\$ 2,593.16	\$ 0.213	\$ 2,957.11	\$ 0.244	\$ 3,093.59	\$ 0.255	\$ 3,321.07	\$ 0.273
		5,000		3,023.16	0.110	3,446.40	0.159	3,930.11	0.182	4,111.50	0.190	4,413.81	0.204
S-1/S-2	Warehouse - Complete	10,000	A	3,723.17	0.054	4,244.41	0.079	4,840.12	0.089	5,063.51	0.094	5,435.82	0.101
		25,000		4,759.79	0.035	5,426.16	0.051	6,187.73	0.057	6,473.31	0.060	6,949.29	0.065
		50,000		5,865.26	0.092	6,686.40	0.134	7,624.84	0.153	7,976.76	0.159	8,563.28	0.171
		500		\$ 2,435.36	\$ 0.314	\$ 2,776.31	\$ 0.456	\$ 3,165.97	\$ 0.520	\$ 3,312.09	\$ 0.544	\$ 3,555.62	\$ 0.584
		2,500		3,236.10	0.235	3,689.15	0.342	4,206.92	0.390	4,401.09	0.408	4,724.70	0.437
S-1	Repair Garage & Service St - Complete	5,000	A	3,985.83	0.116	4,543.85	0.168	5,181.58	0.193	5,420.73	0.201	5,819.31	0.217
		12,500		5,096.40	0.074	5,809.90	0.108	6,625.32	0.124	6,931.11	0.129	7,440.75	0.138
		25,000		6,279.66	0.197	7,158.81	0.287	8,163.55	0.326	8,540.33	0.342	9,168.30	0.367
		500		\$ 2,216.05	\$ 0.286	\$ 2,526.30	\$ 0.416	\$ 2,880.86	\$ 0.474	\$ 3,013.83	\$ 0.496	\$ 3,235.43	\$ 0.533
		2,500		2,945.38	0.214	3,357.74	0.311	3,829.00	0.354	4,005.72	0.371	4,300.26	0.398
S-1	Repair Garage & Service St - Shell	5,000	A	3,627.54	0.106	4,135.39	0.154	4,715.80	0.175	4,933.45	0.184	5,296.21	0.196
		12,500		4,638.66	0.068	5,288.07	0.098	6,030.26	0.112	6,308.58	0.117	6,772.44	0.126
		25,000		5,714.81	0.179	6,514.88	0.260	7,429.25	0.297	7,772.14	0.311	8,343.62	0.334
		500		\$ 753.56	\$ 0.098	\$ 859.06	\$ 0.142	\$ 979.63	\$ 0.162	\$ 1,024.84	\$ 0.170	\$ 1,100.20	\$ 0.181
		2,500		1,002.19	0.073	1,142.50	0.106	1,302.85	0.121	1,362.99	0.126	1,463.20	0.135
S-1	Repair Garage & Service St - TI	5,000	A	1,234.26	0.036	1,407.05	0.052	1,604.53	0.060	1,678.59	0.062	1,802.01	0.068
		12,500		1,578.52	0.023	1,799.51	0.033	2,052.08	0.038	2,146.79	0.040	2,304.64	0.043
		25,000		1,944.46	0.061	2,216.69	0.089	2,527.80	0.101	2,644.47	0.106	2,838.91	0.113
		1,000		\$ 3,738.47	\$ 0.241	\$ 4,261.85	\$ 0.351	\$ 4,860.01	\$ 0.400	\$ 5,084.32	\$ 0.418	\$ 5,458.16	\$ 0.449
		5,000		4,968.90	0.181	5,664.54	0.263	6,459.57	0.300	6,757.70	0.314	7,254.59	0.337
S-2	Parking Garage - Complete	10,000	A	6,120.27	0.089	6,977.11	0.130	7,956.36	0.148	8,323.57	0.154	8,935.60	0.166
		25,000		7,825.03	0.057	8,920.53	0.083	10,172.53	0.094	10,642.04	0.099	11,424.54	0.106
		50,000		9,641.98	0.151	10,991.86	0.219	12,534.58	0.251	13,113.10	0.263	14,077.30	0.282
		250		\$ 627.33	\$ 0.162	\$ 715.15	\$ 0.236	\$ 815.53	\$ 0.269	\$ 853.17	\$ 0.281	\$ 915.90	\$ 0.302
		1,250		833.89	0.122	950.63	0.177	1,084.05	0.201	1,134.09	0.210	1,217.48	0.227
S-2	Commercial Carport	2,500	A	1,027.70	0.060	1,171.57	0.087	1,336.00	0.099	1,397.67	0.103	1,500.44	0.111
		6,250		1,313.31	0.038	1,497.17	0.056	1,707.30	0.064	1,786.10	0.066	1,917.43	0.071
		12,500		1,619.32	0.102	1,846.03	0.148	2,105.12	0.168	2,202.28	0.176	2,364.21	0.189
		100		\$ 656.65	\$ 0.425	\$ 748.59	\$ 0.618	\$ 853.65	\$ 0.705	\$ 893.05	\$ 0.737	\$ 958.72	\$ 0.792
		500		873.41	0.316	995.69	0.459	1,135.44	0.524	1,187.84	0.548	1,275.18	0.588
U	Accessory Building - Commercial	1,000	A	1,074.87	0.157	1,225.36	0.228	1,397.34	0.260	1,461.83	0.272	1,569.31	0.292
		2,500		1,374.51	0.100	1,566.94	0.145	1,786.87	0.167	1,869.34	0.175	2,006.79	0.187
		5,000		1,694.55	0.266	1,931.79	0.386	2,202.92	0.441	2,304.59	0.460	2,474.04	0.495

I

Recommended 7-1-2018 immediate percentage increase

27.5%

P

Recommended 7-1-2018 phased percentage increase

8.6%

Proposed - Effective 7-1-2018**Building Permit Fee Schedule****New Construction, Additions, and Alterations**

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
V-A / V-B				III-A / III-B				IV		II-A / II-B		I-A / I-B	
Relative Effort Factor:				Relative Effort Factor:				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
1.00				1.14				1.30		1.36		1.46	
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
		167		\$ 521.50	\$ 0.516	\$ 594.51	\$ 0.750	\$ 677.95	\$ 0.856	\$ 709.24	\$ 0.895	\$ 761.39	\$ 0.960
		333		631.15	0.348	719.51	0.506	820.50	0.576	858.37	0.603	921.48	0.648
U	Accessory Building - Residential	500	A	705.11	0.294	803.82	0.427	916.64	0.487	958.95	0.510	1,029.46	0.547
	Such as pool houses, recreation rooms, art studios and sheds	833		830.06	0.187	946.27	0.272	1,079.08	0.310	1,128.88	0.325	1,211.89	0.348
		1,250		929.52	0.583	1,059.65	0.848	1,208.37	0.966	1,264.14	1.011	1,357.09	1.085
		167		\$ 729.33	\$ 0.726	\$ 831.44	\$ 1.056	\$ 948.13	\$ 1.204	\$ 991.89	\$ 1.258	\$ 1,064.83	\$ 1.352
		333		883.61	0.486	1,007.32	0.706	1,148.70	0.806	1,201.72	0.843	1,290.08	0.905
U	Residential Garage	500	A	986.89	0.411	1,125.06	0.598	1,282.96	0.681	1,342.18	0.713	1,440.87	0.765
		833		1,161.58	0.264	1,324.20	0.384	1,510.05	0.437	1,579.74	0.458	1,695.90	0.491
		1,250		1,301.83	0.817	1,484.09	1.187	1,692.38	1.354	1,770.49	1.417	1,900.68	1.521
		167		\$ 362.12	\$ 0.360	\$ 412.81	\$ 0.523	\$ 470.75	\$ 0.597	\$ 492.48	\$ 0.625	\$ 528.69	\$ 0.671
		333		438.62	0.240	500.03	0.349	570.21	0.398	596.52	0.416	640.38	0.446
U	Residential Carport	500	A	489.62	0.204	558.17	0.297	636.51	0.338	665.89	0.353	714.85	0.380
		833		576.33	0.132	657.01	0.191	749.22	0.219	783.80	0.230	841.44	0.246
		1,250		646.45	0.406	736.96	0.589	840.39	0.672	879.18	0.704	943.82	0.755
		333		\$ 362.12	\$ 0.180	\$ 412.81	\$ 0.261	\$ 470.75	\$ 0.298	\$ 492.48	\$ 0.312	\$ 528.69	\$ 0.335
		667		438.62	0.120	500.03	0.175	570.21	0.199	596.52	0.208	640.38	0.223
	Residential Patio Cover	1,000	A	489.62	0.102	558.17	0.148	636.51	0.170	665.89	0.177	714.85	0.190
		1,667		576.33	0.066	657.01	0.096	749.22	0.110	783.80	0.115	841.44	0.122
		2,500		646.45	0.203	736.96	0.295	840.39	0.337	879.18	0.352	943.82	0.377
		333		\$ 521.50	\$ 0.258	\$ 594.51	\$ 0.375	\$ 677.95	\$ 0.427	\$ 709.24	\$ 0.448	\$ 761.39	\$ 0.481
		667		631.15	0.174	719.51	0.252	820.50	0.288	858.37	0.302	921.48	0.324
R-3	Residential Patio Enclosure	1,000	A	705.11	0.147	803.82	0.214	916.64	0.244	958.95	0.255	1,029.46	0.274
		1,667		830.06	0.094	946.27	0.136	1,079.08	0.156	1,128.88	0.162	1,211.89	0.175
		2,500		929.52	0.292	1,059.65	0.423	1,208.37	0.483	1,264.14	0.506	1,357.09	0.543

I

Recommended 7-1-2019 immediate percentage increase

3.0%

P

Recommended 7-1-2019 phased percentage increase

8.6%

Proposed - Effective 7-1-2019
Building Permit Fee Schedule
New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
		V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B			
		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
		1.00		1.14		1.30		1.36		1.46			
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF								
		200		\$ 1,495.86	\$ 0.616	\$ 1,705.28	\$ 0.701	\$ 1,944.62	\$ 0.800	\$ 2,034.37	\$ 0.838	\$ 2,183.95	\$ 0.898
		1,000		1,988.35	0.362	2,266.72	0.525	2,584.85	0.599	2,704.16	0.626	2,902.99	0.672
A-1	Assembly Group	2,000	A	2,449.32	0.178	2,792.23	0.259	3,184.12	0.295	3,331.08	0.309	3,576.01	0.332
		5,000		3,130.93	0.114	3,569.26	0.165	4,070.21	0.189	4,258.06	0.198	4,571.16	0.213
		10,000		3,858.50	0.303	4,398.69	0.440	5,016.05	0.502	5,247.56	0.525	5,633.41	0.563
		100		\$ 1,495.86	\$ 0.966	\$ 1,705.28	\$ 1.404	\$ 1,944.62	\$ 1.601	\$ 2,034.37	\$ 1.674	\$ 2,183.95	\$ 1.798
		500		1,988.35	0.723	2,266.72	1.051	2,584.85	1.199	2,704.16	1.254	2,902.99	1.346
A-2	Assembly Group: Restaurants	1,000	A	2,449.32	0.356	2,792.23	0.517	3,184.12	0.591	3,331.08	0.619	3,576.01	0.663
		2,500		3,130.93	0.229	3,569.26	0.332	4,070.21	0.378	4,258.06	0.395	4,571.16	0.426
		5,000		3,858.50	0.606	4,398.69	0.880	5,016.05	1.003	5,247.56	1.049	5,633.41	1.127
		500		\$ 814.25	\$ 0.105	\$ 928.25	\$ 0.152	\$ 1,058.53	\$ 0.175	\$ 1,107.38	\$ 0.183	\$ 1,188.81	\$ 0.196
		2,500		1,082.17	0.078	1,233.67	0.114	1,406.82	0.130	1,471.75	0.137	1,579.96	0.147
A-3	Assembly Group - TI	5,000	A	1,333.01	0.039	1,519.63	0.056	1,732.91	0.064	1,812.89	0.067	1,946.19	0.072
		12,500		1,704.68	0.025	1,943.33	0.035	2,216.08	0.041	2,318.36	0.043	2,488.83	0.046
		25,000		2,099.98	0.066	2,393.98	0.096	2,729.98	0.109	2,855.97	0.114	3,065.97	0.122
		500		\$ 830.01	\$ 0.107	\$ 946.21	\$ 0.155	\$ 1,079.01	\$ 0.177	\$ 1,128.82	\$ 0.185	\$ 1,211.82	\$ 0.198
		2,500		1,101.87	0.080	1,256.13	0.117	1,432.43	0.133	1,498.54	0.139	1,608.72	0.150
A-3	Church and Religious Bldg - TI	5,000	A	1,357.96	0.039	1,548.08	0.058	1,765.35	0.066	1,846.83	0.068	1,982.62	0.074
		12,500		1,736.19	0.026	1,979.26	0.037	2,257.05	0.042	2,361.22	0.043	2,534.84	0.047
		25,000		2,139.38	0.067	2,438.89	0.097	2,781.19	0.112	2,909.56	0.117	3,123.50	0.125
		500		\$ 3,192.65	\$ 0.412	\$ 3,639.63	\$ 0.599	\$ 4,150.45	\$ 0.683	\$ 4,342.01	\$ 0.714	\$ 4,661.27	\$ 0.767
		2,500		4,243.30	0.308	4,837.36	0.448	5,516.29	0.511	5,770.89	0.535	6,195.22	0.574
B	Restaurant - Complete	5,000	A	5,225.66	0.152	5,957.25	0.222	6,793.35	0.252	7,106.89	0.264	7,629.46	0.284
		12,500		6,682.12	0.097	7,617.61	0.142	8,686.75	0.162	9,087.68	0.168	9,755.89	0.181
		25,000		8,233.13	0.259	9,385.77	0.376	10,703.07	0.428	11,197.06	0.448	12,020.38	0.481
		500		\$ 2,688.34	\$ 0.347	\$ 3,064.71	\$ 0.504	\$ 3,494.85	\$ 0.574	\$ 3,656.15	\$ 0.601	\$ 3,924.98	\$ 0.645
		2,500		3,572.20	0.260	4,072.31	0.377	4,643.86	0.431	4,858.19	0.450	5,215.41	0.483
B	Restaurant - Shell	5,000	A	4,399.59	0.128	5,015.53	0.186	5,719.46	0.213	5,983.44	0.222	6,423.39	0.239
		12,500		5,624.90	0.082	6,412.39	0.120	7,312.37	0.135	7,649.87	0.142	8,212.36	0.152
		25,000		6,931.64	0.217	7,902.07	0.317	9,011.14	0.360	9,427.04	0.377	10,120.20	0.404
		250		\$ 806.37	\$ 0.209	\$ 919.26	\$ 0.303	\$ 1,048.28	\$ 0.347	\$ 1,096.67	\$ 0.362	\$ 1,177.30	\$ 0.389
		1,250		1,072.97	0.156	1,223.19	0.226	1,394.87	0.259	1,459.24	0.271	1,566.54	0.290
B	Restaurant - TI	2,500	A	1,321.19	0.077	1,506.16	0.112	1,717.55	0.127	1,796.82	0.134	1,928.94	0.143
		6,250		1,688.92	0.049	1,925.36	0.072	2,195.59	0.081	2,296.92	0.085	2,465.82	0.092
		12,500		2,081.59	0.131	2,373.02	0.190	2,706.07	0.217	2,830.97	0.226	3,039.13	0.243
		1,000		\$ 3,674.64	\$ 0.237	\$ 4,189.09	\$ 0.344	\$ 4,777.03	\$ 0.393	\$ 4,997.51	\$ 0.411	\$ 5,364.97	\$ 0.441
		5,000		4,884.20	0.177	5,567.98	0.257	6,349.45	0.294	6,642.51	0.307	7,130.93	0.330
B	Offices, etc. - Complete	10,000	A	6,014.96	0.088	6,857.05	0.127	7,819.44	0.146	8,180.34	0.152	8,781.83	0.163
		25,000		7,690.74	0.056	8,767.44	0.081	9,997.96	0.093	10,459.40	0.097	11,228.48	0.104
		50,000		9,476.84	0.148	10,803.59	0.217	12,319.89	0.247	12,888.50	0.257	13,836.18	0.277
		1,000		\$ 2,462.45	\$ 0.159	\$ 2,807.20	\$ 0.231	\$ 3,201.19	\$ 0.264	\$ 3,348.94	\$ 0.276	\$ 3,595.18	\$ 0.295
		5,000		3,272.77	0.119	3,730.95	0.173	4,254.60	0.197	4,450.96	0.206	4,778.24	0.222
B	Offices, etc. - Shell	10,000	A	4,031.86	0.059	4,596.32	0.085	5,241.42	0.097	5,483.33	0.102	5,886.51	0.109
		25,000		5,154.74	0.037	5,876.40	0.055	6,701.16	0.062	7,010.44	0.066	7,525.92	0.070
		50,000		6,351.16	0.100	7,240.32	0.144	8,256.51	0.165	8,637.58	0.173	9,272.70	0.185
		500		\$ 2,365.27	\$ 0.305	\$ 2,696.41	\$ 0.443	\$ 3,074.85	\$ 0.506	\$ 3,216.77	\$ 0.529	\$ 3,453.29	\$ 0.567
		2,500		3,142.75	0.229	3,582.73	0.332	4,085.57	0.378	4,274.14	0.395	4,588.41	0.426
B	Commercial Building - Addition	5,000	A	3,870.32	0.112	4,412.17	0.164	5,031.42	0.186	5,263.64	0.196	5,650.67	0.210
		12,500		4,948.55	0.072	5,641.34	0.105	6,433.11	0.120	6,730.03	0.125	7,224.88	0.134
		25,000		6,097.69	0.192	6,951.37	0.278	7,927.00	0.317	8,292.86	0.332	8,902.63	0.356

I
P

Recommended 7-1-2019 immediate percentage increase
Recommended 7-1-2019 phased percentage increase

3.0%
8.6%

Proposed - Effective 7-1-2019
Building Permit Fee Schedule
New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
		V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B			
		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
		1.00		1.14		1.30		1.36		1.46			
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF								
		500		\$ 678.98	\$ 0.088	\$ 774.04	\$ 0.127	\$ 882.67	\$ 0.146	\$ 923.41	\$ 0.152	\$ 991.31	\$ 0.163
		2,500		902.24	0.066	1,028.56	0.096	1,172.92	0.109	1,227.05	0.113	1,317.28	0.122
B	Offices, etc. - Non-Medical TI	5,000	A	1,111.06	0.032	1,266.61	0.047	1,444.38	0.054	1,511.04	0.056	1,622.15	0.060
		12,500		1,419.69	0.021	1,618.44	0.030	1,845.59	0.034	1,930.77	0.035	2,072.74	0.038
		25,000		1,749.33	0.055	1,994.23	0.080	2,274.13	0.091	2,379.09	0.095	2,554.02	0.102
		1,000		\$ 3,163.76	\$ 0.204	\$ 3,606.69	\$ 0.297	\$ 4,112.89	\$ 0.339	\$ 4,302.72	\$ 0.355	\$ 4,619.09	\$ 0.380
		5,000		4,205.22	0.152	4,793.95	0.222	5,466.78	0.253	5,719.09	0.265	6,139.61	0.284
B	Medical Offices - Complete	10,000	A	5,178.38	0.075	5,903.35	0.110	6,731.89	0.125	7,042.59	0.131	7,560.43	0.141
		25,000		6,621.70	0.048	7,548.74	0.070	8,608.21	0.080	9,005.52	0.084	9,667.69	0.089
		50,000		8,159.59	0.128	9,301.93	0.186	10,607.47	0.213	11,097.04	0.222	11,913.00	0.238
		1,000		\$ 2,471.65	\$ 0.160	\$ 2,817.68	\$ 0.231	\$ 3,213.14	\$ 0.264	\$ 3,361.44	\$ 0.276	\$ 3,608.61	\$ 0.297
		5,000		3,284.59	0.119	3,744.43	0.173	4,269.96	0.198	4,467.04	0.206	4,795.50	0.222
B	Medical Offices - Shell	10,000	A	4,044.99	0.059	4,611.29	0.085	5,258.49	0.097	5,501.19	0.102	5,905.69	0.110
		25,000		5,171.81	0.038	5,895.86	0.055	6,723.35	0.063	7,033.66	0.066	7,550.84	0.070
		50,000		6,372.18	0.100	7,264.28	0.146	8,283.83	0.165	8,666.16	0.173	9,303.38	0.186
		500		\$ 935.08	\$ 0.121	\$ 1,065.99	\$ 0.175	\$ 1,215.60	\$ 0.200	\$ 1,271.70	\$ 0.209	\$ 1,365.21	\$ 0.225
		2,500		1,242.39	0.091	1,416.32	0.131	1,615.11	0.150	1,689.65	0.156	1,813.89	0.168
B	Medical Offices - TI	5,000	A	1,530.00	0.044	1,744.21	0.064	1,989.01	0.074	2,080.81	0.077	2,233.81	0.083
		12,500		1,956.83	0.029	2,230.79	0.042	2,543.88	0.047	2,661.29	0.050	2,856.97	0.053
		25,000		2,411.24	0.075	2,748.81	0.110	3,134.61	0.125	3,279.28	0.131	3,520.40	0.141
		100		\$ 1,505.05	\$ 0.973	\$ 1,715.76	\$ 1.414	\$ 1,956.57	\$ 1.614	\$ 2,046.87	\$ 1.688	\$ 2,197.38	\$ 1.812
		500		2,001.48	0.727	2,281.69	1.057	2,601.93	1.206	2,722.02	1.261	2,922.16	1.354
E	Shell	1,000	A	2,465.08	0.358	2,810.19	0.521	3,204.61	0.594	3,352.51	0.621	3,599.02	0.667
		2,500		3,150.63	0.230	3,591.72	0.334	4,095.82	0.381	4,284.85	0.398	4,599.92	0.427
		5,000		3,882.14	0.609	4,425.64	0.885	5,046.78	1.010	5,279.71	1.056	5,667.93	1.133
		150		\$ 866.78	\$ 0.373	\$ 988.13	\$ 0.541	\$ 1,126.82	\$ 0.617	\$ 1,178.83	\$ 0.646	\$ 1,265.50	\$ 0.693
		750		1,151.77	0.279	1,313.02	0.406	1,497.30	0.462	1,566.41	0.483	1,681.59	0.519
E	Educational Building - TI	1,500	A	1,418.37	0.138	1,616.95	0.201	1,843.89	0.229	1,928.99	0.239	2,070.83	0.256
		3,750		1,813.68	0.089	2,067.59	0.129	2,357.78	0.146	2,466.60	0.152	2,647.97	0.164
		7,500		2,235.25	0.234	2,548.19	0.340	2,905.83	0.387	3,039.94	0.406	3,263.47	0.435
		500		\$ 2,524.18	\$ 0.325	\$ 2,877.57	\$ 0.473	\$ 3,281.43	\$ 0.540	\$ 3,432.88	\$ 0.565	\$ 3,685.30	\$ 0.605
		2,500		3,354.19	0.244	3,823.78	0.355	4,360.45	0.404	4,561.70	0.423	4,897.12	0.454
F-1	Industrial Building - Shell	5,000	A	4,131.67	0.121	4,710.10	0.175	5,371.17	0.200	5,619.07	0.209	6,032.24	0.225
		12,500		5,282.13	0.077	6,021.63	0.112	6,866.77	0.127	7,183.69	0.134	7,711.91	0.143
		25,000		6,508.76	0.204	7,419.99	0.297	8,461.39	0.339	8,851.91	0.355	9,502.79	0.380
		500		\$ 776.17	\$ 0.101	\$ 884.83	\$ 0.146	\$ 1,009.02	\$ 0.167	\$ 1,055.59	\$ 0.175	\$ 1,133.20	\$ 0.186
		2,500		1,032.26	0.075	1,176.78	0.109	1,341.94	0.125	1,403.87	0.130	1,507.10	0.139
F-1	Industrial Building - TI	5,000	A	1,271.28	0.037	1,449.26	0.054	1,652.67	0.062	1,728.94	0.064	1,856.07	0.070
		12,500		1,625.88	0.024	1,853.50	0.034	2,113.64	0.039	2,211.19	0.041	2,373.78	0.045
		25,000		2,002.80	0.063	2,283.19	0.092	2,603.64	0.104	2,723.80	0.109	2,924.08	0.117
		500		\$ 2,687.03	\$ 0.346	\$ 3,063.21	\$ 0.503	\$ 3,493.14	\$ 0.574	\$ 3,654.36	\$ 0.600	\$ 3,923.06	\$ 0.645
		2,500		3,569.57	0.260	4,069.31	0.377	4,640.45	0.431	4,854.62	0.450	5,211.58	0.483
H	Hazardous H- Complete	5,000	A	4,396.96	0.128	5,012.53	0.186	5,716.05	0.213	5,979.86	0.222	6,419.56	0.239
		12,500		5,622.28	0.082	6,409.39	0.120	7,308.96	0.135	7,646.29	0.142	8,208.52	0.152
		25,000		6,927.70	0.217	7,897.58	0.317	9,006.02	0.360	9,421.68	0.377	10,114.45	0.404
		500		\$ 2,009.36	\$ 0.260	\$ 2,290.67	\$ 0.377	\$ 2,612.17	\$ 0.429	\$ 2,732.73	\$ 0.449	\$ 2,933.67	\$ 0.482
		2,500		2,669.96	0.194	3,043.75	0.282	3,470.94	0.322	3,631.14	0.336	3,898.14	0.361
H	Hazardous H- Shell	5,000	A	3,288.53	0.096	3,748.92	0.139	4,275.08	0.159	4,472.39	0.167	4,801.25	0.179
		12,500		4,205.22	0.062	4,793.95	0.089	5,466.78	0.101	5,719.09	0.106	6,139.61	0.114
		25,000		5,182.32	0.163	5,907.84	0.236	6,737.01	0.269	7,047.95	0.282	7,566.18	0.302

I

Recommended 7-1-2019 immediate percentage increase

3.0%

P

Recommended 7-1-2019 phased percentage increase

8.6%

Proposed - Effective 7-1-2019
Building Permit Fee Schedule
New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
		V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B			
		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
		1.00		1.14		1.30		1.36		1.46			
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF								
		500		\$ 1,312.00	\$ 0.169	\$ 1,495.68	\$ 0.246	\$ 1,705.59	\$ 0.280	\$ 1,784.31	\$ 0.293	\$ 1,915.51	\$ 0.314
		2,500		1,742.76	0.127	1,986.75	0.184	2,265.59	0.210	2,370.15	0.221	2,544.43	0.236
H	Hazardous H- T I	5,000	A	2,147.26	0.063	2,447.88	0.091	2,791.44	0.104	2,920.27	0.109	3,135.00	0.117
		12,500		2,744.82	0.040	3,129.09	0.058	3,568.26	0.066	3,732.95	0.070	4,007.43	0.075
		25,000		3,381.77	0.106	3,855.22	0.154	4,396.30	0.176	4,599.21	0.184	4,937.39	0.197
		250		\$ 2,666.02	\$ 0.688	\$ 3,039.26	\$ 1.001	\$ 3,465.82	\$ 1.140	\$ 3,625.78	\$ 1.192	\$ 3,892.39	\$ 1.280
		1,250		3,543.31	0.515	4,039.37	0.749	4,606.30	0.854	4,818.90	0.893	5,173.23	0.959
I-1	Medical/24 Hour Care - Complete	2,500	A	4,364.13	0.254	4,975.10	0.370	5,673.36	0.422	5,935.21	0.441	6,371.62	0.474
		6,250		5,580.25	0.163	6,361.48	0.236	7,254.32	0.269	7,589.14	0.282	8,147.16	0.302
		12,500		6,875.17	0.432	7,837.70	0.626	8,937.72	0.714	9,350.23	0.749	10,037.75	0.802
		250		\$ 2,551.76	\$ 0.658	\$ 2,909.01	\$ 0.956	\$ 3,317.29	\$ 1.091	\$ 3,470.39	\$ 1.141	\$ 3,725.57	\$ 1.225
		1,250		3,390.96	0.493	3,865.70	0.717	4,408.25	0.818	4,611.71	0.856	4,950.81	0.919
I-1	Medical/24 Hour Care - Shell	2,500	A	4,177.64	0.243	4,762.50	0.353	5,430.93	0.403	5,681.58	0.422	6,099.35	0.453
		6,250		5,341.23	0.156	6,089.00	0.226	6,943.60	0.257	7,264.07	0.269	7,798.19	0.290
		12,500		6,580.99	0.413	7,502.33	0.600	8,555.29	0.684	8,950.15	0.716	9,608.25	0.768
		250		\$ 798.49	\$ 0.206	\$ 910.28	\$ 0.299	\$ 1,038.04	\$ 0.341	\$ 1,085.95	\$ 0.357	\$ 1,165.80	\$ 0.383
		1,250		1,061.15	0.155	1,209.72	0.225	1,379.50	0.257	1,443.17	0.269	1,549.28	0.289
I-1	Medical/24Hour Care - TI	2,500	A	1,308.06	0.076	1,491.18	0.110	1,700.47	0.126	1,778.96	0.131	1,909.76	0.142
		6,250		1,671.84	0.048	1,905.90	0.071	2,173.40	0.080	2,273.71	0.084	2,440.89	0.091
		12,500		2,059.27	0.129	2,347.57	0.188	2,677.05	0.214	2,800.61	0.225	3,006.53	0.240
		250		\$ 2,205.05	\$ 0.570	\$ 2,513.75	\$ 0.827	\$ 2,866.56	\$ 0.944	\$ 2,998.86	\$ 0.988	\$ 3,219.37	\$ 1.060
		1,250		2,931.31	0.426	3,341.69	0.620	3,810.70	0.707	3,986.58	0.738	4,279.71	0.793
I-4	Day Care Facility - Complete	2,500	A	3,610.29	0.210	4,115.73	0.306	4,693.37	0.349	4,909.99	0.365	5,271.02	0.391
		6,250		4,616.28	0.135	5,262.56	0.196	6,001.17	0.223	6,278.14	0.234	6,739.77	0.251
		12,500		5,687.94	0.356	6,484.25	0.519	7,394.32	0.591	7,735.60	0.619	8,304.39	0.665
		100		\$ 828.70	\$ 0.536	\$ 944.72	\$ 0.779	\$ 1,077.31	\$ 0.888	\$ 1,127.03	\$ 0.929	\$ 1,209.90	\$ 0.997
		500		1,101.87	0.400	1,256.13	0.580	1,432.43	0.662	1,498.54	0.693	1,608.72	0.743
I-4	Day Care Facility - TI	1,000	A	1,356.65	0.198	1,546.58	0.288	1,763.64	0.328	1,845.04	0.343	1,980.71	0.368
		2,500		1,734.88	0.126	1,977.76	0.184	2,255.35	0.209	2,359.44	0.218	2,532.93	0.235
		5,000		2,136.75	0.335	2,435.90	0.487	2,777.78	0.556	2,905.99	0.582	3,119.66	0.624
		1,000		\$ 2,772.40	\$ 0.179	\$ 3,160.53	\$ 0.260	\$ 3,604.11	\$ 0.297	\$ 3,770.46	\$ 0.310	\$ 4,047.70	\$ 0.332
		5,000		3,683.83	0.134	4,199.57	0.194	4,788.98	0.222	5,010.01	0.232	5,378.39	0.250
M	Retail Sales - Complete	10,000	A	4,537.48	0.066	5,172.73	0.096	5,898.73	0.109	6,170.98	0.114	6,624.72	0.123
		25,000		5,800.89	0.042	6,613.01	0.062	7,541.15	0.070	7,889.20	0.074	8,469.29	0.079
		50,000		7,148.34	0.112	8,149.11	0.163	9,292.84	0.186	9,721.74	0.194	10,436.58	0.209
		1,000		\$ 2,373.15	\$ 0.153	\$ 2,705.39	\$ 0.222	\$ 3,085.09	\$ 0.253	\$ 3,227.48	\$ 0.265	\$ 3,464.80	\$ 0.285
		5,000		3,153.25	0.114	3,594.71	0.167	4,099.23	0.190	4,288.43	0.198	4,603.75	0.213
M	Retail Sales - Shell	10,000	A	3,883.45	0.057	4,427.14	0.083	5,048.49	0.093	5,281.50	0.098	5,669.84	0.105
		25,000		4,965.62	0.036	5,660.81	0.053	6,455.31	0.060	6,753.24	0.063	7,249.81	0.067
		50,000		6,118.71	0.096	6,975.33	0.139	7,954.32	0.159	8,321.44	0.167	8,933.31	0.179
		1,000		\$ 820.82	\$ 0.053	\$ 935.73	\$ 0.076	\$ 1,067.06	\$ 0.088	\$ 1,116.31	\$ 0.092	\$ 1,198.39	\$ 0.098
		5,000		1,090.05	0.040	1,242.65	0.058	1,417.06	0.066	1,482.46	0.068	1,591.47	0.074
M	Retail Sales - TI	10,000	A	1,343.52	0.020	1,531.61	0.029	1,746.57	0.033	1,827.18	0.034	1,961.53	0.037
		25,000		1,716.49	0.012	1,956.80	0.018	2,231.44	0.021	2,334.43	0.022	2,506.08	0.024
		50,000		2,115.74	0.033	2,411.94	0.049	2,750.46	0.055	2,877.41	0.058	3,088.98	0.062
		2,500		\$ 6,261.86	\$ 0.162	\$ 7,138.52	\$ 0.235	\$ 8,140.41	\$ 0.268	\$ 8,516.13	\$ 0.280	\$ 9,142.31	\$ 0.301
		12,500		8,322.44	0.121	9,487.58	0.176	10,819.17	0.201	11,318.52	0.210	12,150.76	0.225
R-1	Hotel Low/Mid Rise - Complete	25,000	A	10,250.38	0.060	11,685.43	0.087	13,325.49	0.098	13,940.51	0.104	14,965.55	0.112
		62,500		13,106.82	0.038	14,941.78	0.055	17,038.87	0.063	17,825.28	0.066	19,135.96	0.071
		125,000		16,148.45	0.101	18,409.23	0.147	20,992.98	0.168	21,961.89	0.176	23,576.73	0.189

I

Recommended 7-1-2019 immediate percentage increase

3.0%

P

Recommended 7-1-2019 phased percentage increase

8.6%

Proposed - Effective 7-1-2019
Building Permit Fee Schedule
New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
		V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B			
		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
		1.00		1.14		1.30		1.36		1.46			
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF								
		2,500		\$ 5,448.92	\$ 0.141	\$ 6,211.77	\$ 0.205	\$ 7,083.59	\$ 0.232	\$ 7,410.53	\$ 0.244	\$ 7,955.42	\$ 0.261
R-1	Hotel Low/Mid Rise - Shell	12,500	A	7,241.59	0.105	8,255.41	0.154	9,414.06	0.175	9,848.56	0.183	10,572.72	0.196
		25,000		8,919.99	0.052	10,168.79	0.076	11,595.99	0.087	12,131.19	0.091	13,023.19	0.097
		62,500		11,404.78	0.033	13,001.44	#VALUE!	14,826.21	0.055	15,510.49	0.058	16,650.97	0.062
		125,000		14,052.41	0.089	16,019.74	0.129	18,268.13	0.146	19,111.27	0.152	20,516.51	0.164
R-1	Hotel Low/Mid Rise - TI	2,500	A	\$ 2,973.33	\$ 0.077	\$ 3,389.60	\$ 0.112	\$ 3,865.33	\$ 0.127	\$ 4,043.73	\$ 0.133	\$ 4,341.06	\$ 0.143
		12,500		3,951.75	0.058	4,504.99	0.084	5,137.27	0.095	5,374.38	0.100	5,769.55	0.106
		25,000		4,867.12	0.029	5,548.52	0.041	6,327.26	0.047	6,619.29	-	7,106.00	0.053
		62,500		6,223.77	0.019	7,095.10	0.026	8,090.90	0.030	8,464.33	0.032	9,086.71	0.034
		125,000		7,668.41	0.048	8,741.99	0.070	9,968.93	0.080	10,429.04	0.084	11,195.88	0.089
R-2	Multi-family Residential - New	1,667	A	\$ 3,923.14	\$ 0.390	\$ 4,472.37	\$ 0.567	\$ 5,100.08	\$ 0.646	\$ 5,335.46	\$ 0.676	\$ 5,727.78	\$ 0.726
		3,333		4,751.54	0.260	5,416.75	0.377	6,177.00	0.429	6,462.09	0.450	6,937.24	0.483
		5,000		5,302.88	0.223	6,045.29	0.324	6,893.75	0.368	7,211.92	0.386	7,742.21	0.414
		8,333		6,249.03	0.141	7,123.90	0.205	8,123.74	0.234	8,498.69	0.245	9,123.59	0.263
		12,500		6,998.47	0.439	7,978.26	0.639	9,098.02	0.727	9,517.92	0.762	10,217.77	0.817
R-2	Multi-Family Residential - Addition	667	A	\$ 1,856.29	\$ 0.462	\$ 2,116.17	\$ 0.670	\$ 2,413.17	\$ 0.765	\$ 2,524.55	\$ 0.799	\$ 2,710.18	\$ 0.859
		1,333		2,248.32	0.306	2,563.09	0.445	2,922.82	0.508	3,057.72	0.532	3,282.55	0.571
		2,000		2,508.76	0.263	2,859.98	0.381	3,261.38	0.435	3,411.91	0.454	3,662.78	0.489
		3,333		2,954.82	0.167	3,368.49	0.244	3,841.26	0.277	4,018.55	0.291	4,314.04	0.312
		5,000		3,310.84	0.519	3,774.36	0.755	4,304.09	0.860	4,502.74	0.900	4,833.82	0.967
R-2	Multi-Family Residential - Alteration	667	A	\$ 1,432.39	\$ 0.357	\$ 1,632.92	\$ 0.518	\$ 1,862.10	\$ 0.592	\$ 1,948.05	\$ 0.619	\$ 2,091.29	\$ 0.665
		1,333		1,735.77	0.237	1,978.77	0.344	2,256.50	0.392	2,360.64	0.410	2,534.22	0.441
		2,000		1,936.63	0.203	2,207.76	0.295	2,517.62	0.337	2,633.82	0.352	2,827.48	0.378
		3,333		2,281.57	0.129	2,600.99	0.187	2,966.04	0.213	3,102.93	0.224	3,331.09	0.240
		5,000		2,555.86	0.401	2,913.68	0.583	3,322.61	0.665	3,475.96	0.695	3,731.55	0.747
R-3	Single-Family (custom or model)	1,000	A	\$ 2,586.33	\$ 0.428	\$ 2,948.42	\$ 0.622	\$ 3,362.23	\$ 0.709	\$ 3,517.41	\$ 0.743	\$ 3,776.05	\$ 0.797
		2,000		3,132.14	0.285	3,570.63	0.414	4,071.78	0.472	4,259.70	0.493	4,572.92	0.531
		3,000		3,495.08	0.244	3,984.39	0.356	4,543.61	0.406	4,753.31	0.424	5,102.82	0.456
		5,000		4,118.46	0.154	4,695.05	0.224	5,354.00	0.256	5,601.11	0.269	6,012.95	0.288
		7,500		4,611.62	0.482	5,257.25	0.701	5,995.11	0.799	6,271.81	0.837	6,732.97	0.898
R-3	Single-Family - Production / Repeat	667	A	\$ 1,739.92	\$ 0.432	\$ 1,983.51	\$ 0.628	\$ 2,261.90	\$ 0.716	\$ 2,366.29	\$ 0.749	\$ 2,540.29	\$ 0.803
		1,333		2,107.02	0.287	2,402.01	0.417	2,739.13	0.475	2,865.55	0.497	3,076.25	0.533
		2,000		2,350.83	0.247	2,679.95	0.359	3,056.08	0.409	3,197.13	0.428	3,432.22	0.460
		3,333		2,770.58	0.156	3,158.46	0.227	3,601.75	0.259	3,767.98	0.272	4,045.04	0.291
		5,000		3,103.04	0.487	3,537.47	0.708	4,033.96	0.806	4,220.14	0.844	4,530.45	0.906
R-3	Single-Family Residential - Addition	250	A	\$ 1,194.12	\$ 0.762	\$ 1,361.29	\$ 1.107	\$ 1,552.35	\$ 1.263	\$ 1,624.00	\$ 1.322	\$ 1,743.41	\$ 1.413
		1,000		1,922.78	0.350	2,191.97	0.508	2,499.61	0.580	2,614.98	0.607	2,807.26	0.651
		1,500		2,145.81	0.300	2,446.22	0.436	2,789.55	0.497	2,918.30	0.519	3,132.88	0.558
		2,500		2,528.15	0.190	2,882.09	0.277	3,286.60	0.316	3,438.28	0.330	3,691.10	0.355
		3,750		2,831.53	0.592	3,227.94	0.860	3,680.99	0.982	3,850.88	1.026	4,134.03	1.103
R-3	Single-Family Residential - Alteration	250	A	\$ 958.07	\$ 0.409	\$ 1,092.83	\$ 0.593	\$ 1,246.20	\$ 0.676	\$ 1,303.72	\$ 0.706	\$ 1,399.58	\$ 0.759
		1,000		1,349.27	0.246	1,538.17	0.357	1,754.05	0.407	1,835.01	0.425	1,969.93	0.457
		1,500		1,505.81	0.211	1,716.62	0.306	1,957.55	0.349	2,047.90	0.366	2,198.48	0.392
		2,500		1,774.55	0.133	2,022.99	0.194	2,306.92	0.220	2,413.39	0.230	2,590.85	0.248
		3,750		1,986.50	0.415	2,264.61	0.604	2,582.45	0.688	2,701.64	0.720	2,900.29	0.773
R-3	Manufactured Home - Complete	667	A	\$ 653.86	\$ 0.163	\$ 745.40	\$ 0.237	\$ 850.01	\$ 0.270	\$ 889.24	\$ 0.283	\$ 954.63	\$ 0.303
		1,333		792.38	0.108	903.32	0.157	1,030.10	0.179	1,077.64	0.187	1,156.88	0.201
		2,000		883.81	0.093	1,007.55	0.134	1,148.96	0.154	1,201.99	0.161	1,290.37	0.173
		3,333		1,041.74	0.059	1,187.58	0.086	1,354.26	0.097	1,416.76	0.101	1,520.94	0.109
		5,000		1,166.41	0.183	1,329.71	0.266	1,516.34	0.303	1,586.32	0.317	1,702.96	0.341

I

Recommended 7-1-2019 immediate percentage increase

3.0%

P

Recommended 7-1-2019 phased percentage increase

8.6%

Proposed - Effective 7-1-2019
Building Permit Fee Schedule
New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
		V-A / V-B		III-A / III-B		IV		II-A / II-B		I-A / I-B			
		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:			
		1.00		1.14		1.30		1.36		1.46			
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF	Base Cost	Each Additional SF						
		333		\$ 653.86	\$ 0.326	\$ 745.40	\$ 0.474	\$ 850.01	\$ 0.540	\$ 889.24	\$ 0.565	\$ 954.63	\$ 0.607
		667		792.38	0.215	903.32	0.313	1,030.10	0.356	1,077.64	0.373	1,156.88	0.400
R-3	Prefabricated Dwelling - Complete	1,000	A	883.81	0.186	1,007.55	0.270	1,148.96	0.308	1,201.99	0.323	1,290.37	0.346
		1,667		1,041.74	0.117	1,187.58	0.170	1,354.26	0.194	1,416.76	0.204	1,520.94	0.219
		2,500		1,166.41	0.366	1,329.71	0.532	1,516.34	0.607	1,586.32	0.634	1,702.96	0.682
		250		\$ 602.60	\$ 0.156	\$ 686.96	\$ 0.227	\$ 783.38	\$ 0.259	\$ 819.54	\$ 0.272	\$ 879.80	\$ 0.291
		1,250		802.08	0.116	914.37	0.169	1,042.71	0.193	1,090.83	0.202	1,171.04	0.217
	Modular Building - Complete	2,500	A	987.71	0.058	1,125.99	0.083	1,284.02	0.096	1,343.29	0.100	1,442.06	0.107
		6,250		1,262.00	0.037	1,438.68	0.054	1,640.60	0.061	1,716.32	0.064	1,842.52	0.069
		12,500		1,555.68	0.098	1,773.47	0.141	2,022.38	0.162	2,115.72	0.169	2,271.29	0.181
		250		\$ 308.63	\$ 0.079	\$ 351.84	\$ 0.116	\$ 401.22	\$ 0.131	\$ 419.73	\$ 0.138	\$ 450.60	\$ 0.147
		1,250		409.75	0.060	467.12	0.087	532.68	0.098	557.26	0.102	598.24	0.110
	Manufactured Building - Fnd	2,500	A	504.31	0.030	574.91	0.043	655.60	0.049	685.86	0.051	736.29	0.055
		6,250		644.83	0.019	735.11	0.028	838.29	0.032	876.98	0.033	941.46	0.035
		12,500		794.55	0.049	905.79	0.072	1,032.92	0.083	1,080.59	0.087	1,160.05	0.093
		1,000		\$ 2,342.94	\$ 0.151	\$ 2,670.96	\$ 0.219	\$ 3,045.83	\$ 0.251	\$ 3,186.40	\$ 0.263	\$ 3,420.70	\$ 0.281
		5,000		3,113.86	0.113	3,549.80	0.164	4,048.01	0.188	4,234.84	0.196	4,546.23	0.210
S-1/S-2	Warehouse - Complete	10,000	A	3,834.86	0.056	4,371.74	0.081	4,985.32	0.092	5,215.41	0.097	5,598.90	0.104
		25,000		4,902.58	0.036	5,588.94	0.053	6,373.36	0.059	6,667.51	0.062	7,157.77	0.067
		50,000		6,041.22	0.095	6,886.99	0.138	7,853.59	0.158	8,216.06	0.164	8,820.18	0.176
		500		\$ 2,508.42	\$ 0.323	\$ 2,859.60	\$ 0.470	\$ 3,260.95	\$ 0.536	\$ 3,411.45	\$ 0.561	\$ 3,662.29	\$ 0.601
		2,500		3,333.18	0.242	3,799.82	0.352	4,333.13	0.402	4,533.12	0.420	4,866.44	0.450
S-1	Repair Garage & Service St - Complete	5,000	A	4,105.40	0.119	4,680.16	0.173	5,337.02	0.198	5,583.35	0.208	5,993.89	0.223
		12,500		5,249.30	0.076	5,984.20	0.112	6,824.08	0.127	7,139.04	0.133	7,663.97	0.142
		25,000		6,468.05	0.203	7,373.57	0.295	8,408.46	0.336	8,796.54	0.352	9,443.35	0.378
		500		\$ 2,282.53	\$ 0.295	\$ 2,602.09	\$ 0.428	\$ 2,967.29	\$ 0.489	\$ 3,104.24	\$ 0.511	\$ 3,332.50	\$ 0.549
		2,500		3,033.74	0.220	3,458.47	0.320	3,943.87	0.365	4,125.89	0.382	4,429.27	0.410
S-1	Repair Garage & Service St - Shell	5,000	A	3,736.36	0.109	4,259.45	0.159	4,857.27	0.180	5,081.46	0.189	5,455.09	0.202
		12,500		4,777.82	0.070	5,446.71	0.101	6,211.16	0.116	6,497.83	0.121	6,975.61	0.130
		25,000		5,886.25	0.184	6,710.33	0.268	7,652.13	0.306	8,005.30	0.320	8,593.93	0.344
		500		\$ 776.17	\$ 0.101	\$ 884.83	\$ 0.146	\$ 1,009.02	\$ 0.167	\$ 1,055.59	\$ 0.175	\$ 1,133.20	\$ 0.186
		2,500		1,032.26	0.075	1,176.78	0.109	1,341.94	0.125	1,403.87	0.130	1,507.10	0.139
S-1	Repair Garage & Service St - TI	5,000	A	1,271.28	0.037	1,449.26	0.054	1,652.67	0.062	1,728.94	0.064	1,856.07	0.070
		12,500		1,625.88	0.024	1,853.50	0.034	2,113.64	0.039	2,211.19	0.041	2,373.78	0.045
		25,000		2,002.80	0.063	2,283.19	0.092	2,603.64	0.104	2,723.80	0.109	2,924.08	0.117
		1,000		\$ 3,850.62	\$ 0.248	\$ 4,389.71	\$ 0.361	\$ 5,005.81	\$ 0.412	\$ 5,236.85	\$ 0.431	\$ 5,621.91	\$ 0.462
		5,000		5,117.97	0.186	5,834.48	0.271	6,653.35	0.309	6,960.43	0.323	7,472.23	0.347
S-2	Parking Garage - Complete	10,000	A	6,303.88	0.092	7,186.43	0.134	8,195.05	0.152	8,573.28	0.159	9,203.67	0.171
		25,000		8,059.78	0.059	9,188.15	0.085	10,477.71	0.097	10,961.30	0.102	11,767.27	0.109
		50,000		9,931.24	0.156	11,321.62	0.226	12,910.62	0.259	13,506.49	0.271	14,499.61	0.290
		250		\$ 646.15	\$ 0.167	\$ 736.61	\$ 0.243	\$ 839.99	\$ 0.277	\$ 878.76	\$ 0.289	\$ 943.38	\$ 0.311
		1,250		858.90	0.126	979.15	0.183	1,116.58	0.208	1,168.11	0.217	1,254.00	0.234
S-2	Commercial Carport	2,500	A	1,058.53	0.062	1,206.72	0.089	1,376.09	0.102	1,439.60	0.106	1,545.45	0.114
		6,250		1,352.71	0.039	1,542.09	0.058	1,758.52	0.066	1,839.68	0.068	1,974.95	0.074
		12,500		1,667.90	0.105	1,901.41	0.152	2,168.27	0.173	2,268.35	0.181	2,435.14	0.194
		100		\$ 676.35	\$ 0.438	\$ 771.04	\$ 0.637	\$ 879.26	\$ 0.726	\$ 919.84	\$ 0.759	\$ 987.48	\$ 0.816
		500		899.62	0.325	1,025.56	0.473	1,169.50	0.540	1,223.48	0.565	1,313.44	0.605
U	Accessory Building - Commercial	1,000	A	1,107.12	0.162	1,262.12	0.235	1,439.26	0.268	1,505.68	0.280	1,616.39	0.301
		2,500		1,415.75	0.103	1,613.95	0.150	1,840.47	0.172	1,925.42	0.180	2,066.99	0.193
		5,000		1,745.39	0.274	1,989.74	0.398	2,269.00	0.454	2,373.73	0.474	2,548.27	0.510

I

Recommended 7-1-2019 immediate percentage increase

3.0%

P

Recommended 7-1-2019 phased percentage increase

8.6%

Proposed - Effective 7-1-2019
Building Permit Fee Schedule
New Construction, Additions, and Alterations

CONSTRUCTION TYPE & RATIO OF REQUIRED EFFORT:													
V-A / V-B				III-A / III-B				IV		II-A / II-B		I-A / I-B	
Relative Effort Factor:				Relative Effort Factor:				Relative Effort Factor:		Relative Effort Factor:		Relative Effort Factor:	
1.00				1.14				1.30		1.36		1.46	
ICC Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
		167		\$ 537.14	\$ 0.531	\$ 612.34	\$ 0.772	\$ 698.29	\$ 0.881	\$ 730.51	\$ 0.922	\$ 784.23	\$ 0.989
		333		650.09	0.358	741.10	0.521	845.11	0.594	884.12	0.621	949.13	0.667
U	Accessory Building - Residential	500	A	726.26	0.303	827.94	0.440	944.14	0.502	987.71	0.525	1,060.34	0.563
	Such as pool houses, recreation rooms, art studios and sheds	833		854.96	0.193	974.66	0.280	1,111.45	0.319	1,162.75	0.335	1,248.25	0.359
		1,250		957.40	0.600	1,091.44	0.873	1,244.62	0.995	1,302.07	1.041	1,397.81	1.118
		167		\$ 751.21	\$ 0.748	\$ 856.38	\$ 1.087	\$ 976.58	\$ 1.240	\$ 1,021.65	\$ 1.296	\$ 1,096.77	\$ 1.392
		333		910.12	0.501	1,037.54	0.728	1,183.16	0.830	1,237.77	0.868	1,328.78	0.932
U	Residential Garage	500	A	1,016.50	0.423	1,158.81	0.616	1,321.45	0.701	1,382.44	0.734	1,484.09	0.788
		833		1,196.42	0.272	1,363.92	0.395	1,555.35	0.450	1,627.14	0.471	1,746.78	0.506
		1,250		1,340.89	0.842	1,528.61	1.223	1,743.15	1.395	1,823.61	1.459	1,957.70	1.567
		167		\$ 393.42	\$ 0.391	\$ 448.50	\$ 0.568	\$ 511.45	\$ 0.648	\$ 535.05	\$ 0.679	\$ 574.40	\$ 0.729
		333		476.54	0.261	543.25	0.380	619.50	0.432	648.09	0.452	695.75	0.485
U	Residential Carport	500	A	531.95	0.222	606.42	0.323	691.54	0.367	723.45	0.384	776.65	0.413
		833		626.15	0.143	713.81	0.208	814.00	0.238	851.56	0.249	914.18	0.267
		1,250		702.34	0.441	800.67	0.640	913.04	0.730	955.18	0.765	1,025.42	0.820
		333		\$ 393.42	\$ 0.196	\$ 448.50	\$ 0.284	\$ 511.45	\$ 0.324	\$ 535.05	\$ 0.339	\$ 574.40	\$ 0.364
		667		476.54	0.130	543.25	0.190	619.50	0.216	648.09	0.226	695.75	0.242
	Residential Patio Cover	1,000	A	531.95	0.111	606.42	0.161	691.54	0.184	723.45	0.193	776.65	0.206
		1,667		626.15	0.072	713.81	0.104	814.00	0.119	851.56	0.125	914.18	0.133
		2,500		702.34	0.221	800.67	0.320	913.04	0.366	955.18	0.382	1,025.42	0.410
		333		\$ 566.58	\$ 0.280	\$ 645.90	\$ 0.407	\$ 736.56	\$ 0.464	\$ 770.55	\$ 0.486	\$ 827.21	\$ 0.522
		667		685.72	0.189	781.72	0.274	891.43	0.313	932.58	0.328	1,001.15	0.352
R-3	Residential Patio Enclosure	1,000	A	766.06	0.160	873.31	0.233	995.88	0.265	1,041.85	0.277	1,118.45	0.298
		1,667		901.82	0.102	1,028.08	0.148	1,172.37	0.169	1,226.48	0.176	1,316.66	0.190
		2,500		1,009.87	0.317	1,151.26	0.460	1,312.84	0.525	1,373.43	0.550	1,474.42	0.590

COMMUNITY DEVELOPMENT - BUILDING

Mechanical Plan Check and Permit Fees

	Current		Effective 7/1/18		Effective 7/1/19	
	Fee Amount		Recommended		Recommended	
<u>ADMINISTRATIVE</u>			Fee Amount		Fee Amount	
Permit Issuance	\$	60	\$	64	\$	66
Supplemental Permit Issuance		279		298		307
Stand Alone Mechanical Plan Check (hourly rate)		155		166		171
Mechanical Inspections (per hour)		157		168		173
<u>MECHANICAL PERMIT FEES</u>	<u>Plan Check</u>	<u>Inspection</u>	<u>Plan Check</u>	<u>Inspection</u>	<u>Plan Check</u>	<u>Inspection</u>
Heating						
FAU - Residential - Install new, relocate, or replace including ducts and vents up to and including 100,000 BTU (each)	\$	38	\$	107	\$	41
FAU - Residential - Install new, relocate, or replace including attaching existing ducts and vents over 100,000 BTU (each)		38		107		118
FAU - Non-Residential - Install new, relocate, or replace including ducts and vents up to and including 100,000 BTU (each)		101		140		154
FAU - Non-Residential - Replace, including attaching existing ducts and vents over 100,000 BTU (each)		76		140		154
Wall or Floor Heater - Install new or relocate, including vents up to and including 100,000 BTU (each)		62		93		102
Wall or Floor Heater - Replace existing, including attaching existing vents over 100,000 BTU (each)		38		93		102
Suspended Heater - Install new, relocate, or replace including vents up to and including 100,000 BTU (each)		101		93		102
Suspended Heater - Install new, relocate, or replace including vents over 100,000 BTU (each)		76		93		102
Appliance Vent - Install or replace vent not included in an appliance permit (each)		62		71		78
Ducts - Install new or replace existing ducts not included in an appliance permit		50		71		78
Repair / Alteration / Addition to each heating appliance or each heating system including the installation of controls regulated by this code.		62		71		78

COMMUNITY DEVELOPMENT - BUILDING

Mechanical Plan Check and Permit Fees

	Current		Effective 7/1/18 Recommended		Effective 7/1/19 Recommended	
Cooling						
New Air conditioner to 5 tons condenser and coils (each)	\$ 76	\$ 71	\$ 82	\$ 75	\$ 84	\$ 78
Air-handling unit, new - up to 10,000 CFM, including attached ducts (each)	115	167	123	178	127	183
Air-handling unit, new - over 10,000 CFM, including attached ducts (each)	140	204	149	218	154	224
Evaporative cooler, new - other than portable type (each)	115	128	123	136	127	140
Appliance Vent - Install or replace vent not included in an appliance permit (each)	62	71	67	75	69	78
Ducts - Install new or replace existing ducts not included in an appliance permit	50	71	53	75	55	78
Repair / Alteration / Addition to each refrigeration unit, cooling unit, absorption unit, or each cooling, absorption, or evaporative cooling system, including the installation of controls regulated by this code.	62	71	67	75	69	78
Boilers and Compressors						
Install/Relocate boiler or compressor, up to and including 3HP, or each absorption system up to and including 100,000 Btu/h (each)	\$ 62	\$ 71	\$ 67	\$ 75	\$ 69	\$ 78
Install/Relocate each boiler or compressor, over 3HP and up to and including 15 HP, or each absorption system over 100,000 Btu/h and up to and including 500,000 Btu/h (each)	87	116	93	124	96	127
Install/Relocate each boiler or compressor, over 15 HP and up to and including 30 HP, or each absorption system over 500,000 Btu/h and up to and including 1,000,000 Btu/h (each)	115	116	123	124	127	127
Install/Relocate each boiler or compressor, over 30 HP and up to and including 50 HP, or each absorption system over 1,000,000 Btu/h and up to and including 1,750,000 Btu/h (each)	115	141	123	151	127	155
Install/Relocate each boiler or compressor, over 50 HP, or each absorption system over 1,750,000 Btu/h (each)	140	204	149	218	154	224

COMMUNITY DEVELOPMENT - BUILDING

Mechanical Plan Check and Permit Fees

	Current		Effective 7/1/18 Recommended		Effective 7/1/19 Recommended							
Hoods & Ventilation Fans												
Ventilation fan, new - connected to a single duct (each)	\$	62	\$	71	\$	67	\$	75	\$	69	\$	78
Hood, served by mechanical exhaust - Installation, including ducts (each)		112		140		120		149		123		154
Each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit		-0-		128				136				140
Miscellaneous												
Incinerator, commercial or industrial type - Install or Relocate (each)	\$	112	\$	226	\$	120	\$	242	\$	123	\$	249
Domestic Type Incinerator - Install or Relocate (each)		112		108		120		115		123		119
Appliance or piece of equipment regulated by this code but not classed in other appliance categories, or for which no other fee is listed in this code (each)		142		128		152		136		157		140

COMMUNITY DEVELOPMENT - BUILDING

Electrical Plan Check and Permit Fees

	Current Fee Amount		Effective 7/1/18 Recommended Fee Amount		Effective 7/1/19 Recommended Fee Amount	
<u>ADMINISTRATIVE</u>						
Permit Issuance	\$	60	\$	64	\$	66
Supplemental Permit Issuance		279		298		307
Stand Alone Electrical Plan Check (hourly rate)		155		166		171
Electrical Inspections (per hour)		157		168		173
<u>ELECTRICAL PERMIT FEES</u>						
	<u>Plan Check</u>	<u>Inspection</u>	<u>Plan Check</u>	<u>Inspection</u>	<u>Plan Check</u>	<u>Inspection</u>
Systems						
Re-wiring of a Single/Multifamily residential homes (Gas heated)	\$0.02/sq. ft.	\$0.10/ sq.ft.	\$0.02/sq. ft.	\$0.10/ sq.ft.		
Re-wiring of a Single/Multifamily residential homes (electric heated)	\$0.035/sq. ft.	\$0.10/ sq.ft.	\$0.035/sq. ft.	\$0.10/ sq.ft.		
New Electrical Components to Existing Private Residential Swimming Pool	\$ 76	\$ 171	82	183	84	188
Services						
Services of 600 volts or less and not over 200 amperes in rating (each)	\$ 38	\$ 71	\$ 40	\$ 75	\$ 41	\$ 78
Services of 600 volts or less and over 200 amperes to 1000 amperes in rating (each)	115	71	123	75	127	78
Services over 600 volts or over 1000 amperes in rating (each)	115	132	123	141	127	145
Sub-Panels (each)	76	71	82	75	84	78
Temporary Service power pole or pedestal		71		75		78
Conduits, Conductors, Switches, Outlets, and Fixed Lighting						
Conduit/Wiring	\$ 38	\$ 71	\$ 40	\$ 75	\$ 41	\$ 78
Bus way: Trolley and plug-in-type bus ways - each 100 feet or fraction thereof	12	71	13	75	14	78
Receptacle, Switch, and Lighting Outlets - First 20 (or portion thereof)	76	71	82	75	84	78
Each Additional 10 (or portion thereof)	12	12	13	13	14	13
Lighting Fixtures, sockets, or other lamp-holding devices - First 10	101	71	108	75	111	78
Each additional 10 (or portion thereof)	12	24	13	26	14	26
Pole or platform-mounted lighting fixtures (each)	101	104	108	111	111	114
Theatrical-type lighting fixtures or assemblies (each)	138	129	148	138	152	142
Appliances: Hard wired Residential appliances and self-contained factory-wired, nonresidential appliances not included in Power Apparatus Schedule. (each)	38	71	40	75	41	78
Electrical apparatus, conduits, and conductors for which a permit is required, but for which no fee is herein set forth	66	80	70	85	73	88

COMMUNITY DEVELOPMENT - BUILDING

Electrical Plan Check and Permit Fees

	Current		Effective 7/1/18 Recommended		Effective 7/1/19 Recommended							
Power Apparatus												
Motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus, as follows:												
Rating in horsepower (HP), kilowatts (KW), or kilovolt-amperes (KVA), or kilovolt-amperes-reactive (KVAR):												
Up to and including 1 (each)	\$	62	\$	83	67	88	69	91				
Over 1 and not over 10 (each)		76		71	82	75	84	78				
Over 10 and not over 50 (each)		89		71	95	75	98	78				
Over 50 and not over 100 (each)		115		80	123	85	127	88				
Over 100 (each)		154		80	164	85	169	88				
Note #1: For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used.												
Note #2: These fees include all switches, circuit breakers, contactors, thermostats, relays, and other directly related control equipment.												
Signs, Outline Lighting, and Marquees												
Signs, Outline Lighting, or Marquees supplied from one branch circuit (each)	\$	62	\$	71	\$	67	\$	75	\$	69	\$	78
Additional branch circuits within the same sign, outline lighting system, or marquee (each)		12		71		13		75		14		78
Outdoor Events												
Carnivals, circuses, or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays, and attractions.												
Each electric generator and electrically-driven rides	\$	87	\$	117	\$	93	\$	125	\$	96	\$	129
Mechanically-driven rides and walk-through attractions or displays having electric lighting (each)		115		117		123		125		127		129
Each system of area and booth lighting		50		104		53		111		55		114
Temporary distribution system and temporary lighting and receptacle outlets for non-construction related activities		50		83		53		88		55		91
Note #3: For permanently installed rides, booths, displays, and attractions, use the Conduits, Conductors, Switches, Outlets, and Fixed Lighting schedule.												

COMMUNITY DEVELOPMENT - BUILDING

Plumbing Plan Check and Permit Fees

	Current		Effective 7/1/18		Effective 7/1/19	
	Fee Amount		Recommended		Recommended	
			Fee Amount		Fee Amount	
<u>ADMINISTRATIVE</u>						
Permit Issuance	\$	60	\$	64	\$	66
Supplemental Permit Issuance		279		298		307
Stand Alone Plumbing Plan Check (hourly rate)		155		166		171
Plumbing Inspections (per hour)		157		168		173
<u>PLUMBING PERMIT FEES</u>						
	<u>Plan Check</u>	<u>Inspection</u>	<u>Plan Check</u>	<u>Inspection</u>	<u>Plan Check</u>	<u>Inspection</u>
Water piping - Installation, alteration, or repair (each)	\$ 62	\$ 167	\$ 67	\$ 178	\$ 69	\$ 183
Building sewer (each)	38	71	40	75	\$ 41	\$ 78
Drainage or Vent piping - repair or alteration (each fixture)	38	71	40	75	\$ 41	\$ 78
Rainwater systems (per drain) - inside building	76	69	82	74	\$ 84	\$ 76
<u>Gas</u>						
Gas piping - up to and including 4 outlets	\$ 50	\$ 92	\$ 53	\$ 98	\$ 55	\$ 101
Gas piping - Over 4 outlets (for each additional outlet)	50	54	53	58	\$ 55	\$ 60
<u>Water Heaters</u>						
Water Heater and/or vent (each)	\$ 38	\$ 69	\$ 40	\$ 74	\$ 41	\$ 76
Solar Water Heater	-0-	-0-	-0-	-0-		
<u>Traps and Interceptors</u>						
Industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps (each)	\$ 62	\$ 167	\$ 67	\$ 178	\$ 69	\$ 183
Trap - including water, drainage piping, and backflow protection thereof (each)	62	71	67	75	\$ 69	\$ 78
<u>Back Flow Preventers</u>						
Backflow/Atmospheric-type vacuum breaker devices, up to and including 2 inches, not included in other fee services - each 4 units	\$ 38	\$ 71	\$ 40	\$ 75	\$ 41	\$ 78
Backflow/Atmospheric-type vacuum breaker devices, over 2 inches, not included in other fee services - each 4 units	38	71	40	75	\$ 41	\$ 78
Lawn sprinkler system - including backflow protection devices (each system)	38	71	40	75	\$ 41	\$ 78
<u>Pool, Spas, and Hot Tubs</u>						
Pool/Spa/Hot Tub Circulation Piping - Single Family Residential	\$ 38	\$ 80	\$ 40	\$ 85	\$ 41	\$ 88
Pool/Spa/Hot Tub Circulation Piping - Non-Single Family Residential	38	80	40	85	\$ 41	\$ 88

RESOLUTION NO. 6436

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
AMENDING CITY FEES AND CITY CHARGES**

WHEREAS, under the provisions of Menlo Park Municipal Code Section 1.25.010, fees and charges assessed by the City of Menlo Park may be amended or modified upon the adoption of a resolution by the City Council; and

WHEREAS, the City Council considers that said amended fees, as per staff report #18-095-CC dated April 24, 2018, are appropriate and should be adopted.

The City Council of the City of Menlo Park makes the following findings:

1. User fee services are those performed by the city on behalf of a private citizen or group with the assumption that the costs of services benefiting individuals, and not society as a whole, should be borne by the individual receiving the benefit. However, in some circumstances, it is reasonable to set fees at a level that does not reflect the full cost of providing service but to subsidize the service.
2. A listing of the fee changes proposed for city services was available to the public for at least 10 days preceding the April 17, 2018, public hearing where the City Council continued the public hearing to April 24, 2018, and adopted fees.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the Master Fee Schedule last amended May 3, 2016, is hereby amended to take effect on the date this resolution is adopted; and

BE IT FURTHER RESOLVED that the City Manager is authorized to waive, modify or amend fees on any matter in his/her reasonable discretion, provided that said fees may not be increased and if he/she does so, he/she shall so advise the City Council.

I, Judi A. Herren, City Clerk of the City of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on this twenty-fourth day of April, 2018, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this twenty-fourth day of April, 2018.

Judi A. Herren, City Clerk



STAFF REPORT

City Council
Meeting Date: 4/24/2018
Staff Report Number: 18-090-CC

Regular Business: **Adopt Resolution No. 6435 to approve an amended and restated franchise agreement with Recology for waste collection services between 2021 and 2035**

Recommendation

Adopt Resolution No. 6435 approving an amended and restated franchise agreement for waste collection services with Recology San Mateo County (Recology) commencing January 1, 2021, and ending December 31, 2035.

Policy Issues

The City is a member of the South Bayside Waste Management Authority (SBWMA). On May 24, 2016, the City Council unanimously confirmed its intent to participate with the SBWMA to negotiate a potential franchise agreement extension with Recology for waste collection services from 2021 to 2035.

Background

Menlo Park is one 12 agencies in San Mateo County that comprise the SBWMA. Other agencies include:

- Atherton
- Belmont
- Burlingame
- East Palo Alto
- Foster City
- Hillsborough
- Redwood City
- San Carlos
- San Mateo
- County of San Mateo
- West Bay Sanitary District

The SBWMA owns and manages the 16-acre San Carlos waste transfer station and recycling facility. In addition, the SBWMA also assists its member agencies with procuring waste collection and processing services.

Several years ago, the SBWMA worked with its member agencies to issue a request for proposals (RFP) to obtain:

1. A contractor to provide waste collection services for the SBWMA territory; and
2. A contractor to operate the waste transfer station and recycling facility in San Carlos.

Recology was selected for waste collection services, and South Bay Recycling was selected to operate the transfer station and recycling facility. The franchise agreement with Recology began January 1, 2011 and will expire December 31, 2020.

Section 3.03 of the 2011 Recology franchise agreement allows for an extension of the agreement beyond 2020, and states, “during calendar year 2017, the parties shall meet and confer on the possible extension of the term.” This allows the SBWMA sufficient time to complete an open RFP process if an extension is not successfully negotiated with Recology.

To facilitate the negotiation process, the SBWMA board of directors appointed an ad hoc franchise agreement extension (FAX) committee that included SBWMA staff, technical consultants and appointed city staff to negotiate with Recology representatives to arrive at a mutually agreeable model franchise agreement.

The FAX Committee met with Recology from November 2016 to June 2017, resulting in an approval from the SBWMA board to recommend the amended and restated model franchise agreement at their June 22, 2017, meeting.

Menlo Park’s previous sustainability manager served on the FAX committee for three months until she left to accept a position outside the SBWMA service area. The five remaining committee members were senior level staff representatives from San Mateo County, Redwood City, East Palo Alto, Belmont and San Mateo.

The final step in this process is for each member agency to coordinate with Recology to finalize the contract language, determine specific scope of services, and the pricing of additional services for their respective agency by June 30, 2018. A RFP process to solicit a new collection services provider will be initiated if at least eight SBWMA member agencies are not formally in contract with Recology by June 30, 2018, (in accordance with section 7.1.1.c of the Agency’s overarching JPA agreement).

To date, seven agencies have reviewed and adopted the proposed franchise agreement with very little to no modifications to the model agreement recommended by the FAX Committee. These cities are San Mateo, Hillsborough, San Carlos, Foster City, Burlingame, West Bay Sanitary District, and Redwood City.

Attachment B is the proposed 2021-2035 Recology franchise agreement for Menlo Park.

Analysis

The SBWMA has worked closely with Recology in reviewing and changing the existing franchise agreement to streamline and clarify service expectations. The proposed franchise agreement language remains approximately 90 percent unchanged and has been reviewed by both the SBWMA and Recology’s legal counsel. Menlo Park’s legal counsel and staff have also reviewed the proposed franchise agreement language.

For the existing franchise agreement, Recology has consistently provided a high-level of professional operational competency and customer satisfaction per feedback from the SBWMA board, member agency staff and surveyed customers. Given this experience, the SBWMA member agencies were all generally amenable to extending the franchise agreement term to seize potential efficiency opportunities and retain community knowledge and expertise.

The advantages of extending the agreement include:

- Cost stability/predictability to maintain reasonable rates for customers

- Continuity and consistency in labor negotiations
- Cost savings by avoiding new service provider pitfalls, roll-out and implementation needs, and/or transitions
- Consistency with all existing waste, recycling and composting services
- Cost savings by taking advantage of existing collection efficiencies and community knowledge
- Sharing of future inflation risks by Recology
- Savings up to \$2 million per year from spreading the depreciation cost of a new vehicle collection fleet.

Key provisions of the model franchise agreement are discussed below. Note that the percentage figures stated below reflect estimated impacts across all of the SBWMA member agencies and not the city specifically (unless otherwise stated).

Term

Recology proposed a 10-year or a 15-year term option for the proposed franchise agreement, and after considering the financial benefits of spreading the depreciation cost of a new collection fleet, the FAX committee recommended a 15-year term. At the end of the current contract, Recology's \$36.3 million collection fleet will be fully depreciated. However, the company has indicated that it can continue to use the vehicles for two to three additional years. By agreeing to a 15-year term, and combining the use of the current and new vehicles for a longer-term, the member agencies will benefit from reduced depreciation and interest expense (approximately \$1.7 million per year).

Recology compensation and SBWMA customer rate impacts

The SBWMA and FAX committee are recommending an agreement with Recology at a starting annual base compensation of \$64,225,644 in 2021. The current compensation for 2018 is \$57 million, and increases each year according to the consumer price index (CPI). Menlo Park's share is estimated to be 10.28 percent (\$6.6 million) of the proposed base annual compensation. This assumes a 15-year term and includes depreciation expense for the replacement collection vehicles in 2020 of the current agreement.

As we near the start date of the proposed agreement, the negotiated base compensation would increase:

- 2.4 percent in 2019 to 2020 (before the start of the contract)
- 8.4 percent in 2020 to 2021

The 8.4 percent increase in 2021 is due to the type of index used for annual compensation adjustments and development growth. The proposed franchise agreement will change the type of consumer price index used from national average to bay area average. The bay area average is typically more than the national average, and a realistic approach to consider. The index is important because it is the methodology used to set the maximum amount of compensation Recology can receive each year in comparison to other Bay Area communities. The estimated cost increases for 2021 were calculated by using actual 2016 service levels and applying the bay area average consumer price index over the next three years (to 2021).

The second factor contributing to the 8.4 percent increase in 2021 is development growth. The existing franchise agreement only allows a one-time service level adjustment, and that was completed in 2012. This created a problem for Recology as development in San Mateo County (and particularly in Menlo Park) began increasing rapidly after 2012. Although Recology was able to collect revenue, they were not able to apply it to the services they provided under the existing franchise agreement. The revenue from the new development was retained by the SBWMA agencies, and mainly used to stabilize rates. In order for Recology to equitably recover their costs for service, the proposed agreement requires a "true-up" on the service levels from new development. Again, the estimated cost increases for 2021 were calculated by using 2016 service levels, and applying projected growth over the next three years (to 2021). To prevent

this issue in the future, the proposed agreement provides a rolling three year service level adjustment to account for growth.

Starting in 2022, compensation adjustments would correspond to the changes in the selected indices and growth adjustments up to a maximum increase of 5 percent per year.

Customer rates and/or the use of rate stabilization reserves must meet Recology's compensation needs each year to provide waste collection services and avoid penalties. The City Council sets customer-billing rates to cover Recology's annual compensation costs for Menlo Park.

It is important to note that about 55 percent of a customer's bill pays for Recology compensation. The other 45 percent of a customer's bill pays for specific member agency fees, SBWMA fees, waste disposal, recycling and processing costs.

The SBWMA has already taken steps to mitigate Recology's compensation increases by including a portion of future depreciation expense in 2020, extending the term of the franchise agreement 15 years instead of 10, and providing a 3-year rolling average for the change in customer service subscription levels.

Given that the contract will not start for another three years, there are some costs that are still unknown due to their unpredictability. This could increase Recology's compensation costs beyond the anticipated 8.4 percent in 2021. The fuel index and actual development growth are still somewhat unknown. They have been estimated in the current base compensation, but will be revisited closer to the start of the contract. The actual 2021 compensation costs will need to be approved by the SBWMA board and City Council in 2020.

In addition and unrelated to Recology's compensation, the recent recycling market collapse and stricter requirements in China will also play a significant role in the SBWMA's ability to sell recyclable material. This typically assists in offsetting the costs for recycling. The significance of the Chinese market requirements will likely increase the cost to recycle material, which will be realized through increased customer rates.

Furthermore, 50 percent of the SBWMA contracts for compost processing will be expiring, and the ability to secure a local entity to process compost is challenging and costly. SBWMA staff are currently researching and piloting alternative handling and processing technologies that may provide favorable results that directly align with Menlo Park's new Zero Waste Plan goals.

To prepare for these cost increases, the City has already taken steps to place itself in a favorable position to mitigate rate increases to Menlo Park customers.

Menlo Park customer rate impacts

On November 14, 2017, the City Council increased solid waste rates for 2018, 2019, and 2020 that included adjustments to reduce rate impacts to Menlo Park's portion of Recology's 2021 base compensation of \$6,608,325 (\$5.7 million in 2018). It is currently projected that Menlo Park rates for 2021 will need to increase by approximately 4.2 percent (lower than the projected SBWMA increase of 8.4 percent).

Additionally, the adopted 2018-2020 rates are projected to result in rate stabilization reserves of \$600,000 by the start 2021. These rate stabilization reserves would be available to pay for any applicable increases due to the fuel index and growth adjustments in 2021, and were calculated based on SWBMA's estimates of what the fuel index and growth adjustments may be. It also includes increases to organics processing relating to the potential new contracts.

However, it should be noted that final 2021 adjustments will be based on actual changes in fuel index and

subscription levels in 2018, 2019 and 2020 – as such, any rate stabilization revenues available by 2021 may or may not be sufficient to cover these additional adjustments. In the case that rate stabilization, revenues are not sufficient to cover the fuel index and growth adjustments, Menlo Park 2021 rates will need to be adjusted by more than the anticipated 4.2 percent.

The steps the City Council has taken to prepare for the end of the current Recology franchise agreement in 2020 can reasonably absorb costs in the proposed Recology franchise agreement.

Service changes

In general, residential and commercial customers will not experience any changes to their current collection services. However, there are four minor modifications to the franchise agreement for residential and commercial services, which include:

1. **Mixed-use buildings:** The agreement defines a new class of service – Mixed-use buildings that contain commercial on the ground floor and residential above. The residential element of mixed-use buildings will receive the services currently provided to multifamily customers and the commercial element shall receive the services currently provided to commercial customers. This building type and other multifamily and commercial customers will also be able to receive bin relocation services (at an additional fee) which may be required due to the below-street level location of bin enclosures on the property.
2. **Bulky item collection:** Residential customers will continue to receive up to two bulky item collection services annually without charge, within one week of request, however this service will be capped at 150 per day (Recology makes approximately 120 bulky item collections per day currently), and if the number of requests exceeds 150 per day, Recology will roll the service date one week.
3. **Abandoned waste collection:** Member agencies will continue to receive abandoned waste collection services but these will be capped at 30 pick-ups per day. Currently, there is an unlimited amount of pick-ups per day. In the future, when the average number reaches 25 per day, the SBWMA and Recology will meet to add collection resources and provide additional compensation to Recology or take some other action to respond to the increased demand.
4. **Reporting:** Recology reporting requirements have been adjusted to align data collection and reporting with the collection and customer service goals.

Following the SBWMA board's June 22, 2017, approval of the basic franchise agreement, city staff initiated discussions with Recology to negotiate and resolve any specific franchise agreement terms unique to Menlo Park.

Menlo Park specific terms

As mentioned in the background, the final step for this process is to have each member agency coordinate with Recology to finalize the contract language, specific scope of services and the pricing of additional services for their respective agency by June 30, 2018.

City staff met with Recology in 2017 and 2018. Two sections of the agreement were modified regarding city specific requirements. The City added to sections 5.03 C & D and 5.04 B & C, which align with the newly adopted Zero Waste Plan approved in September 2017. It adds the following language:

“If the city adopts an ordinance requiring mandatory recycling and organics collection for commercial and multifamily customers, Recology shall offer such additional services to any customers required to participate in such service. Recology shall bill customers for such service at city-approved rates.”

Attachment C shows the tracked changes between the existing franchise agreement and the proposed franchise agreement negotiated by the SBWMA.

In addition, there are still five known issues that will require further amendments after the agreement is in place. They are minor, but require more work with Recology, and include:

- Additional multifamily item collection services
- Enhanced illegal dumping collection services
- Development of a litter management plan to comply with national stormwater permit requirements
- Revisions to City parks and facility collection services (Attachment B of the franchise agreement)
- Revisions to further align with Menlo Park’s Zero Waste Plan

Conclusion and alternatives

Based on the analysis and review of the proposed franchise agreement, there are cost savings and benefits gained by continuing with Recology until 2035. Staff recommends that the City Council adopt Resolution No. 6435 (Attachment A) and enter into an agreement with Recology to provide waste collection services from January 1, 2021, to December 31, 2035.

The alternatives include:

1. Not adopting the resolution.

This would require to the City to develop and release a request for proposals (RFP) to find a different contractor to provide waste collection service specifically for Menlo Park. This would likely be more costly than the economy of scales gained through participation in the SBWMA. Since a new provider would need to be in place before the Recology franchise agreement expires in 2020, it would require shifting other City Council priorities and hiring a technical consultant to assist with the RFP.

If more time is needed to make a decision, the City Council could wait. This could provide time to determine where the other SBWMA agencies stand on the proposed Recology franchise agreement. However, if eight member agencies do not adopt the proposed Recology franchise agreement by June 30, 2018, the SBWMA will be obligated to develop a RFP to search for a new waste collection provider. This will be costly to conduct, and will impact the cost savings opportunities by extending the franchise agreement with Recology, and affect other agencies in the SBWMA.

To date, seven agencies have already adopted the proposed franchise agreement with Recology, and Menlo Park could be the eighth member to finalize the SBWMA’s decision to remain with Recology, and avoid the need for the SBWMA to issue a RFP to solicit new service providers.

2. Provide staff with a different direction.

City Council may wish to direct staff to negotiate further on elements of the franchise agreement. This will be limited to Menlo Park specific terms. Other major changes may need to be negotiated at the SBWMA agency wide level. If terms cannot be resolved by June 30, 2018, and eight member agencies have adopted the proposed agreement, there will be little leverage to make significant changes to the proposed agreement. If the SBWMA does not receive eight agencies adoption of the proposed franchise agreement by June 30, 2018, a new request for proposal process will be initiated. This could provide negotiation opportunity, but the trade-off will be increased cost and reduced opportunity to realize

savings. It will also affect other agencies in the SBWMA.

Impact on City Resources

The costs for collection of waste, recycling and compost materials are funded through customer billing rates set by the City Council. Therefore, there is no direct negative impact to the General Fund. There is a positive impact as the franchise fee of 5.8 percent goes directly into the General Fund. There is also a 7.2 percent fee collected for the Bedwell Bayfront Park landfill post-closure expenses. In addition, a portion of the rates provides funding to implement the City's Zero Waste Plan.

Environmental Review

In accordance with California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5), City Council action on this item is not a project subject to CEQA reviews because consideration of the potential terms to be included in the franchise agreement is an administrative activity that will not result in direct or indirect physical changes in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Resolution No. 6435
- B. Proposed Recology franchise agreement from 2021 to 2035
- C. Tracked changes from Recology franchise agreement from 2011 to 2020

Report prepared by:
Rebecca L. Lucky, Sustainability Manager

Report reviewed by:
Cara Silver, Assistant City Attorney

THIS PAGE INTENTIONALLY LEFT BLANK

RESOLUTION NO. 6435

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
APPROVING AN AMENDED AND RESTATED FRANCHISE
AGREEMENT WITH RECOLOGY SAN MATEO COUNTY FOR SOLID
WASTE, RECYCLABLE MATERIALS, AND ORGANIC MATERIALS
COLLECTION SERVICES**

WHEREAS, Article XI, § 7 of the California Constitution authorizes local entities to protect public health and safety by taking measures in furtherance of their authority over police and sanitary matters; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code §§ 40000 et seq.) established a solid waste management process which requires cities and other local jurisdictions to implement plans for source reduction, reuse and recycling as integrated waste management practices for solid waste attributed to sources within their respective jurisdictions; and

WHEREAS, California Public Resources Code § 40059 provides that aspects of solid waste handling of local concern include but are not limited to frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste services, and whether the services are to be provided by means of nonexclusive, partially exclusive or wholly exclusive franchise, contract, license or otherwise which may be granted by local government under terms and conditions prescribed by the governing body of the local agency; and

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

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

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

WHEREAS, on September 22, 2009, the Menlo Park City Council approved Resolution No. 5888, which awarded an exclusive franchise agreement to Recology San Mateo

County for Recyclable Materials, Organic Materials, and Solid Waste Collection Services dated September 24, 2009, with a term from January 1, 2011 through December 31, 2020 (“2009 Franchise Agreement”); ; and

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

WHEREAS, on April 28, 2016, the SBWMA’s Board of Directors directed SBWMA staff to negotiate, acting on behalf of the City of Menlo Park and Member Agencies, with Contractor an extension of the 2009 Franchise Agreement, and to do so without a competitive bidding for the collection services ; and

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

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

WHEREAS, City of Menlo Park staff has reviewed the project's potential effects on the environment and has recommended that this project is categorically exempt from the California Environmental Quality Act (“CEQA”) under CEQA Guidelines Section 15301 (“Existing Facilities”) and Section 15061(b)(3) (“Common Sense Exemption”), and that the exceptions to the categorical exemptions contained in CEQA Guidelines Section 15300.2 are not applicable to the project.

NOW, THEREFORE BE IT RESOLVED, that the City of Menlo Park, acting by and through its City Council, having considered and been fully advised in the matter and good cause appearing therefore do hereby resolve:

1. Environmental Findings. The Menlo Park City Council, in light of the whole record before it, hereby finds and determines that:
 - a. This project is exempt from CEQA under CEQA Guidelines Section 15301. CEQA Guideline Section 15301 exempts “the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.” If approved, the Amended and Restated Franchise Agreement with Recology would be extended to provide the same level of service for solid waste collection service as currently provided. Therefore, the decision to extend the

existing franchise agreements with Recology involves the operation and licensing of existing facilities and equipment and do not involve an expansion of use. Accordingly, the decision to extend the franchise agreements with Recology is exempt from CEQA under Guideline 15301.

- b. This project is also exempt from CEQA under CEQA Guidelines Section 15061(b)(3). Section 15061(b)(3) exempts projects that fall within the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. "Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." Here, the activity of extending the franchise agreements will not have a significant effect on the environment because there will be no change in the operation of solid waste collection services provided to the Member Agencies. Recology will use the same vehicles the Authority is currently using and will provide the same levels of service the Authority is currently providing. Therefore, there is no possibility that the award of this franchise will cause a significant effect on the environment.
 - c. None of the exceptions to the categorical exemptions contained in CEQA Guidelines Section 15300.2 prevent CEQA Guidelines Section 15301 from exempting the project for the following reasons:
 - i. The project is not a Class 3, 4, 5, 6, or 11 project, and therefore is not subject to the exception pertaining to projects located in particularly sensitive environments.
 - ii. The nature of the project is such that significant cumulative impacts will not occur from successive projects of this type occurring in the same location over time. Because the Authority is entering into an extension of the exclusive franchise agreement with Recology San Mateo County, there will be no successive projects of this type.
 - iii. There is no reasonable possibility that unusual circumstances will cause the project to have a significant effect on the environment.
 - iv. The project will not result in damage to scenic resources within designated state scenic highway.
 - v. The project site has not been listed as a hazardous waste and substance facility or site by the Department of Toxic Substances Control pursuant to California Government Code Section 659625.
 - vi. The project will not cause a substantial adverse change to the significance of a historical resource.
2. Actions. The Menlo Park City Council hereby takes the following actions:
- a. The Menlo Park City Council hereby approves a categorical exemption for the project under CEQA Guidelines Section 15301.

- b. The Menlo Park City Council hereby approves the Amended and Restated Franchise Agreement between the City of Menlo Park and Recology San Mateo County for Solid Waste, Recyclable Materials, and Organic Materials Collection Services attached hereto as Exhibit "A" and directs the City Manager to execute the agreement in substantially the form as Exhibit A.

I, Judi Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the 24th day of April, 2018, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this 24 day of April, 2018.

Judi Herren, CMC
City Clerk

**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**

* * *

{This page intentionally left blank}

TABLE OF CONTENTS

RECITALS	1
ARTICLE 1 DEFINITIONS	3
1.01 Definitions.....	3
1.02 Statutory Definitions.....	3
ARTICLE 2 REPRESENTATION AND WARRANTIES OF CONTRACTOR	4
2.01 Corporate Status	4
2.02 Corporate Authorization.....	4
2.03 Agreement Duly Executed	4
2.04 No Conflict with Applicable Law or Other Documents	4
2.05 No Litigation	4
2.06 Financial Condition	4
2.07 Ability to Perform	5
2.08 Contractor’s Investigation	5
2.09 Statements and Information in Proposal	5
2.10 Iran Contracting Certification	5
ARTICLE 3 TERM OF AGREEMENT	6
3.01 Effective Date and commencement date	6
3.02 Term.....	6
3.03 Extension of Term	6
3.04 Conditions to Effectiveness of Agreement	7
ARTICLE 4 SCOPE OF AGREEMENT	9
4.01 Scope of Agreement.....	9
4.02 Limitations on Scope	9
4.03 Geographic Limits on Contractor’s Operations.....	10
ARTICLE 5 COLLECTION SERVICES	11
5.01 General.....	11
5.02 Solid Waste Collection.....	11
5.03 Targeted Recyclable Materials Collection	16
5.04 Organic Materials Collection.....	21
5.05 Residential On-Call Bulky Item Collection Service	23
5.06 Agency Facility On-Call Bulky Item Collection Service.....	26
5.07 Confidential Document Destruction Service Event.....	26
5.08 Collection for Large Venues and Community Events	27
5.09 Abandoned Waste Cleanup Collection Service.....	28
5.10 Coats for Kids Program	29
5.11 Compost Give-Away	29
5.12 Reserved.....	30
5.13 Community Drop-Off Events	30
5.14 Mixed Use Buildings	31
ARTICLE 6 TRANSPORTATION	33
6.01 Transportation of Collected Materials	33
6.02 Limitations on Contamination.....	33
6.03 Contractor Methods of Controlling Contamination.....	34

6.04	Processing of Other Materials.....	36
ARTICLE 7	OTHER SERVICES	37
7.01	Customer Billing	37
7.02	Customer Service	39
7.03	Public Education and Promotion	43
7.04	Commercial Recycling Promotion Program	48
7.05	Multi-Family Recycling Promotion Program	50
7.06	Waste Generation/Characterization Studies	51
7.07	Program Evaluation	52
7.08	Provision of Emergency Services	53
7.09	MFD and Commercial Recycling Blitz	53
7.10	Carbon Footprint Measuring	53
7.11	Environmental Management Program	53
7.12	Annual Route Assessment.....	54
7.13	Right of Agency or SBWMA to Make Changes to Other Services	54
ARTICLE 8	REQUIREMENTS FOR OPERATIONS, EQUIPMENT, AND PERSONNEL.....	56
8.01	Collection Hours and Schedules	56
8.02	Collection Standards.....	57
8.03	Unloading Materials at the Designated Transfer and Processing Facility	61
8.04	Vehicles.....	61
8.05	Containers	65
8.06	Personnel	67
8.07	Hazardous Waste Inspection and Handling	69
8.08	Communication and Cooperation with Agency and SBWMA	71
8.09	Cooperation with Designated Transfer and Processing Facility Operator.....	71
8.10	Buy-Recycled Policy	72
8.11	Annual Performance Hearing.....	73
ARTICLE 9	RECORD KEEPING AND REPORTING.....	75
9.01	General.....	75
9.02	General Record Keeping Provisions	75
9.03	Record Keeping Requirements	76
9.04	General Reporting Requirements	79
9.05	Monthly Reports	80
9.06	Quarterly Reports	81
9.07	Annual Reports.....	83
9.08	Required Specific Reporting	86
9.09	Upon-Request Reporting	86
ARTICLE 10	FRANCHISE FEE AND OTHER FEES.....	88
10.01	General.....	88
10.02	Franchise Fee.....	88
10.03	Other Fees	88
10.04	Time and Method of Payment.....	88
10.05	Adjustments to Fees; Additional Fees.....	88
ARTICLE 11	CONTRACTOR’S COMPENSATION AND RATES.....	89
11.01	Overview	89
11.02	Determination of Contractor’s Compensation	90
11.03	Annual Revenue Reconciliation Process	91

11.04	Application Process for Contractor's Compensation	92
11.05	Special Compensation Review	93
11.06	Compensation Adjustments for Changes in Scope of Services or Service Levels.....	94
11.07	Rate-Setting Process.....	95
11.08	Notice of Rate Adjustments	96
11.09	Potential Rate Constraints	96
ARTICLE 12 AGENCY RIGHT TO USE EQUIPMENT AND FACILITIES		97
12.01	Purpose.....	97
12.02	Conditions Authorizing Agency's Right to Use of Facilities and Equipment.....	97
12.03	Notice to Contractor.....	97
12.04	Rights and Responsibilities of Parties.....	98
12.05	Duration of Agency's Right to Possession and Use of Vehicles/Equipment	98
12.06	General.....	98
ARTICLE 13 INDEMNITY, INSURANCE, BOND, GUARANTY.....		100
13.01	Indemnification	100
13.02	Insurance.....	100
13.03	Faithful Performance Bond	103
13.04	Alternative Security.....	103
13.05	Hazardous Waste Indemnification	104
13.06	Indemnification Related to Various State Requirements	104
13.07	Guaranty.....	104
ARTICLE 14 DEFAULT AND REMEDIES.....		105
14.01	Events of Default	105
14.02	Right to Suspend or Terminate Upon Default	105
14.03	Specific Performance.....	106
14.04	Right to Perform; Use of Contractor Property	106
14.05	Damages.....	106
14.06	Agency's Remedies Cumulative	106
14.07	Liquidated Damages.....	106
14.08	Agency Default	107
14.09	Excuse from Performance	108
14.10	Assurance of Performance	108
ARTICLE 15 OTHER AGREEMENTS OF THE PARTIES.....		110
15.01	Relationship of Parties.....	110
15.02	Compliance with Law.....	110
15.03	Assignment.....	110
15.04	Affiliated Entity.....	111
15.05	Contractor's Investigation	112
15.06	Reserved	112
15.07	Condemnation	112
15.08	Notice	112
15.09	Representatives of the Parties.....	113
15.10	Duty of Contractor Not to Discriminate.....	113
15.11	RESERVED.....	113
15.12	Right of Agency to Make Changes in Services and Service Levels.....	113
15.13	Transition to Next Service Provider.....	114
15.14	Reports as Public Records	114

ARTICLE 16 MISCELLANEOUS PROVISIONS.....	115
16.01 Governing Law	115
16.02 Jurisdiction	115
16.03 Binding on Successors	115
16.04 Parties in Interest.....	115
16.05 Waiver	115
16.06 Attachments	115
16.07 Entire Agreement.....	115
16.08 Section Headings	115
16.09 Interpretation	115
16.10 Amendment	115
16.11 Severability.....	116
16.12 Costs and Attorneys' Fees.....	116
16.13 No Damages for Invalidation of Agreement	116
16.14 References to Laws.....	116
16.15 Indemnity Against Challenges to Agreement	116
16.16 Dispute Resolution	116

Attachments

- A Definitions
- B Service Levels of Agency Facilities
- C Community Events
- D Container Specifications
- E-1 Contamination Measurement Methodology – Single Loads
- E-2 Reserved
- F Faithful Performance Bond
- G Guaranty
- H Delinquent Payment Policy
- I Performance Incentives and Disincentives
- J Liquidated Damages
- K Contractor’s Compensation and Rate Setting Process
- L Reserved
- M Agency’s Franchise Fee and Other Fees
- N Contractor’s Compensation and Operating Statistics
- O List of Contractor’s Personnel
- P Vehicle Specifications
- Q Additional Services
- R Secretary’s Certificate
- S Interest Payment Arrangement Memorandum of Understanding

1
2
3
4
5
6

**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.

239

240
241

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.

298

299
300

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.
- 1286
1287

1288
1289

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.

1429
1430

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:

- 2010
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
2024
2025
2026
2027
2028
2029
2030
2031
- 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**

- 2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
- 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:
- 2044
2045
2046
2047
2048
2049
2050
2051
2052
2053
2054
2055
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.
2242

2243
2244
2245

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.

- 2563
2564
2565
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.
- 2566
2567
9. Route supervisors and management personnel shall use one-half (0.5) Ton hybrid pickup trucks while performing services.
- 2568
2569
2570
2571
2572
2573
2574
2575
2576
2577
2578
2579
2580
2581
2582
2583
2584
2585
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.
- 2586
2587
2588
2589
2590
2591
2592
2593
- 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.
- 2594
2595
2596
2597
2598
- 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.
- 2599
- E. **Cleaning and Maintenance**
- 2600
2601
2602
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.
- 2603
2604
2605
2606
2607
2608
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.

- 2609
2610
2611
2612
2613
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.
- 2614
2615
2616
2617
2618
2619
2620
2621
2622
2623
2624
2625
2626
2627
2628
2629
2630
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.
- 2631
2632
2633
2634
2635
2636
2637
2638
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.
- 2639
2640
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.
- 2641
2642
2643
2644
2645
2646
2647
2648
2649
2650
2651
2652
- 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.
- 2653
2654
2655
- 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.

3082

3083
3084

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.
- 3495
- 3496
- 3497
- 3498
- 3499
- 3500
- 3501
- 3502
- 3503
- 3504
- 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

3622
3623

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.

3663

3664
3665

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.

4013

4014

4015
4016
4017

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.
4100

4101
4102

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.

4319

4320
4321

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: _____ Agency Initial Here: _____

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.

4500

4501
4502

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

4617

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.

4706

4707
4708

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.

4795
4796

4797

LAST PAGE OF AGREEMENT

4798

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

4799

4800

4801

4802

CITY OF MENLO PARK

RECOLOGY SAN MATEO COUNTY

4803

By: _____

By: _____

4804

Alex D. McIntyre

Michael J. Sangiacomo

4805

City Manager

President and CEO

4806

ATTEST: _____

By: _____

4807

Judi A. Herren

Cary Chen

4808

City Clerk

Secretary

4809

APPROVED AS TO FORM:

4810

City Attorney

4811

4812

4813

4814

4815

4816

4817

4818

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		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)	HAMILTON\SAGE	32GAL	MSW	5	X		X		X		
HAMILTON PARK (MPK)	HAMILTON\SAGE	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</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 (cubic yards)	<u>1</u> CY	<u>2</u> CY	<u>3</u> CY	<u>4</u> CY
8. Color	_____	_____	_____	_____
9. Durability (in service years)	<u>7+</u>	<u>7+</u>	<u>7+</u>	<u>7+</u>
10. Cost of Each Container.....	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
11. Dimensions of Each Container (Length x Width x Height)	<u>72" x 24"</u> <u>x 28"</u>	<u>72" x 34.5" x</u> <u>34.5"</u>	<u>72" x 41.5"</u> <u>x 41.5"</u>	<u>72" x 50.5"</u> <u>x 46"</u>
12. Wheel Size (if appropriate)	<u>6"</u>	<u>6"</u>	<u>6"</u>	<u>6"</u>
13. Maximum Load Weight (lbs)	<u>600</u>	<u>1,000</u>	<u>1,400</u>	<u>1,800</u>
14. Manufacturer's warranty (years)	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
15. Labeling (list methods)	<u>Paint and decals</u>			

Attachment D
Container Specifications
City of 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	<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.

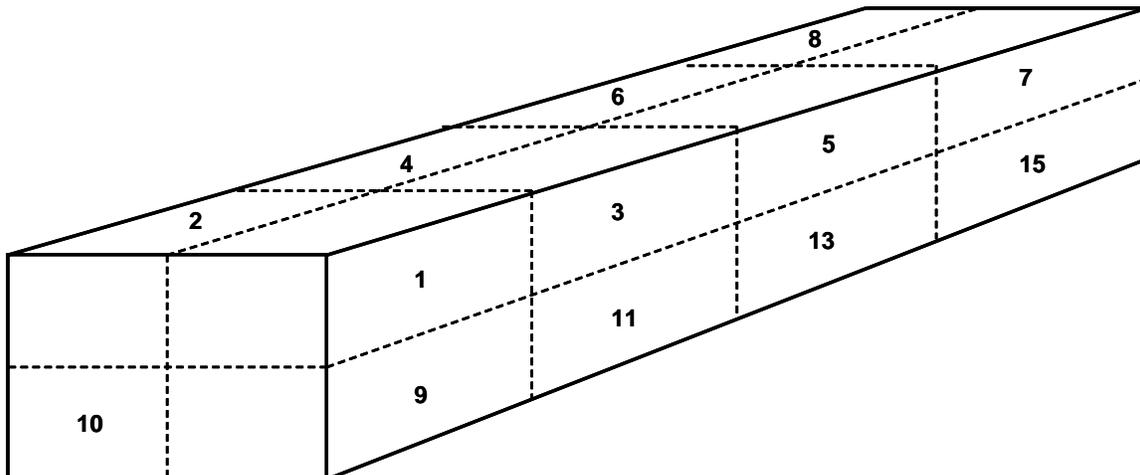
Attachment E-1 Contamination Measurement Methodology: Single Loads

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 (c) of carpet	5	3	4
Total Sample Weight (w)	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:

$$r_j \pm \left(z \sqrt{\text{Var}(r_j)}\right) \quad (4)$$

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: <input style="width: 80px;" type="text"/>	SAMPLE ID: <input style="width: 80px;" type="text"/>
	Container 2					
	Container 3				SAMPLING POPULATION: <input style="width: 80px;" type="text"/>	SAMPLE WEIGHT: <input style="width: 80px;" type="text"/>
	Container 4					
	Container 5				TIME: <input style="width: 80px;" type="text"/>	TRUCK NO.: <input style="width: 80px;" type="text"/>
	Container 6					
	Container 7				LOAD NO.: <input style="width: 80px;" type="text"/>	CELL NO.: <input style="width: 80px;" type="text"/>
	Container 8					
	Container 9					
	Container 10					
ACCEPTABLE	Container 1				NOTES:	
	Container 2					
	Container 3					
	Container 4					
	Container 5					
	Container 6					
	Container 7					
	Container 8					
	Container 9					
	Container 10					

Attachment E-1

Contamination Measurement Methodology: Single Loads

Appendix 3: Equipment list

Appendix 3 provides a list of equipment necessary for all sampling and sorting activities. Extra safety equipment should be available to ensure the safety of observers or others at the sorting site.

Sorting equipment:

- Approximately twenty (20) identical sorting containers (e.g. laundry baskets or five (5) gallon buckets)
- square point shovels
- rakes
- push brooms
- digital scale, battery powered (weigh up to two hundred (200) pounds, accurate to one-tenth (1/10) of a pound)
- fifteen (15) to twenty (20) ten (10) foot by twelve (12) foot or similar size tarps
- clipboards
- data collection forms printed on Rite in the Rain paper
- permanent markers
- mechanical pencils
- tape measures
- utility knives, scissors
- duct tape
- ten (10) to fifteen (15) Carts
- ten (10) to fifteen (15) plastic receptacles
- four (4) metal eight (8) foot by twelve (12) foot tables
- one (1) metal work desk with drawer
- erasable placards and markers
- digital camera with extra flash card
- moisture probe
- six (6) special pallets with solid tops
- three (3) six cubic yard Bins
- three (3) three cubic yard Bins

Safety equipment:

- dust masks (N-95 or better)
- safety glasses
- hearing protection
- steel-toed work boots
- puncture resistant gloves
- glove liners (latex or nitrile)
- leather work gloves
- reflective safety vests (Brite Lime)
- hard hats
- safety/medical kit
- fire extinguisher
- disinfecting soap, paper towels, antiseptic towels
- water
- rubber aprons or Tyvek protective garments

**ATTACHMENT E-2
RESERVED**

This page intentionally blank

**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.

{Remainder of page intentionally blank}

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.

{Remainder of page intentionally blank}

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

TABLE OF CONTENTS

- 1. INTRODUCTION..... 3
- 2. DEFINITIONS 3
- 3. CONTRACTOR ACCOUNTABILITY FOR PROPOSAL ASSUMPTIONS 5
- 4. ADJUSTMENTS TO CONTRACTOR’S COMPENSATION 6
- 5. POSSIBLE CARRY FORWARD OF ANNUAL COMPENSATION ADJUSTMENTS ABOVE 5% 7
- 6. APPLICATION FOR CONTRACTOR’S COMPENSATION ADJUSTMENT 18
- 7. SBWMA REVIEW OF APPLICATION 20
- 8. ALLOCATION OF CONTRACTOR’S COMPENSATION AMONG MEMBER AGENCIES 21
- 9. PASS-THROUGH COSTS 21
- 10. REVENUE RECONCILIATION OF GROSS REVENUE BILLED TO APPROVED CONTRACTOR’S
COMPENSATION FOR MOST-RECENTLY COMPLETED YEAR 22
- 11. PREPARATION AND REVIEW OF REPORTS 23
- 12. PERFORMANCE INCENTIVES AND DISINCENTIVES FOR CONTRACTOR’S PERFORMANCE 23
- 13. RATE SETTING 24

**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

ATTACHMENT K
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

ATTACHMENT K
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
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

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

**ATTACHMENT K
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.

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

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>B. Direct Fuel Costs for All Contractor Vehicles including Collection Vehicles, Support Vehicles, and Supervisor's Vehicles</p>	<ul style="list-style-type: none"> • Step One: Adjust 2021 projected Direct Fuel costs to reflect the change in the CPI-U-Motor Fuel from April 2016 to April 2020 using the following formula: Adjusted 2021 Direct Fuel cost = Projected 2021 Direct Fuel cost x [1 + (((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.
<p>C. Other Direct Costs for Collection Services</p>	<ul style="list-style-type: none"> • Adjust Other Direct Costs to reflect service level changes by using the method described in Row A above for Rate Year Eleven (2021) Direct-Labor Related Costs. 	<ul style="list-style-type: none"> • Step One: Annually adjust Other Direct Costs by 100% of the Annual Index Change using CPI-U. • Step Two: Annually adjust Other Direct Costs to reflect service level changes by adjusting costs by 100% of the average service level change in accounts, lifts, and pulls as described in Table 2.

**ATTACHMENT K
CONTRACTOR’S COMPENSATION AND RATE SETTING PROCESS**

<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
---	---	--

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

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.

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

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		

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

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

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

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).

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

**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.

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

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						
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						
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.

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

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

ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS

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

ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS

- 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.

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

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**

This page intentionally blank

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.

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					
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	\$1,456,169

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

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 Operations	\$1,002	\$1,268	\$5,484	\$0	\$491	\$8,245
Vehicle Maintenance	\$856	\$793	\$3,902	\$0	\$100	\$5,652
Container Maintenance	\$1,637	\$1,516	\$7,458	\$0	\$191	\$10,802
	\$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 - 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 Operations	\$126,873	\$132,029	\$129,764	\$5,175	\$393,842
Vehicle Maintenance	\$22,544	\$23,302	\$22,924	\$1,056	\$69,825
Container 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	<u>\$13,958</u>	<u>\$13,507</u>	<u>\$14,126</u>	<u>\$680</u>	<u>\$42,271</u>
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	<u>\$18,030</u>	<u>\$12,876</u>	<u>\$13,348</u>	<u>\$4,372</u>	<u>\$48,626</u>
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	<u>\$54,155</u>
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 - 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		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		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	1,209.60
City Total Route Labor hours year	23.8%	9.2%	6.7%	27.0%	
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
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 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	\$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

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

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
	2014	2015	2016	2017	2018	
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	\$13,125	\$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	\$1,717	\$42,837
Total Direct Labor Related-Costs	\$340,519	\$303,098	\$294,651	\$40,773	\$979,041
Direct Fuel Costs					
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	Accounts	Accounts	Accounts	Accounts	Single Family Dwelling Total
	Accounts	Accounts	Accounts	Accounts	
	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	\$22	\$549	\$0	\$277	\$1,228
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	\$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)	\$134,003.51	\$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	\$37,760	\$15,287	\$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 - 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)	90.5%					
	\$12,731	\$349	\$4,661	\$2,992	\$960	\$21,693
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	\$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

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 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	\$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)	90.5%	\$203,287	\$195,411	\$153,989	\$34,794
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 - 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 # 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
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 - 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	\$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

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	<u>\$1,804</u>	<u>\$20</u>	<u>\$187</u>	<u>\$686</u>	<u>\$200</u>	<u>\$2,897</u>
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
	\$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	\$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	\$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)	\$107,863.28	\$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	\$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 - 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	722.68	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		722.68	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	<u>\$1,108</u>	<u>\$221</u>	<u>\$558</u>	<u>\$638</u>	<u>\$104</u>	<u>\$2,630</u>
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	<u>\$730</u>	<u>\$145</u>	<u>\$368</u>	<u>\$420</u>	<u>\$85</u>	<u>\$1,748</u>
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	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	\$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

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

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 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. 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	\$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)	\$6,977.01	\$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	\$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. 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

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			
4 Axle ASL Coll Vehicle	42	335,000	0	15	17	10	0	0		108.2%	110.2%	112.2%	114.2%	116.2%	118.2%			
3 Axle ASL Coll Vehicle	21	333,000	0	5	10	6	0	0		0	5,539,722	6,392,251	3,827,148	0	0	0	15,759,120	
3 Axle ASL (185" Wheel Base)	4	333,000	0	1	1	1	1	0		0	1,835,550	3,737,699	2,282,579	0	0	0	7,855,828	
3 Axle ASL (185" Wheel Base)	1	333,000	0	0	1	0	0	0		0	367,110	373,770	380,430	387,090	0	0	1,508,400	
4 Axle ASL (185" Wheel Base)	2	335,000	0	1	0	1	0	0		0	0	373,770	0	0	0	0	373,770	
Pup Trucks SASL (VHTS)	3	179,000	0	0	0	1	2	0		0	369,315	0	382,715	0	0	0	752,030	
4 Axle FEL Coll Vehicle	27	364,000	0	9	9	9	0	0		0	0	0	204,495	416,151	0	0	620,646	
4 Axle REL Coll Vehicle	16	316,000	4	4	4	4	0	0		1,368,194	1,393,474	1,418,754	1,444,034	0	0	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	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	0	488,631	
3 Axle SASL (Comm Organics)	1	333,000	0	0	1	0	0	0		0	0	373,770	0	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	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	0	983,634	
Cart Delivery Trucks	3	93,000	0	0	0	1	1	1		0	0	0	106,246	108,106	109,966	0	324,319	
Container Delivery Trucks	2	155,000	0	0	1	0	0	1		0	0	173,977	0	0	183,277	0	357,254	
Box Trucks (Loose Bulky)	3	141,000	0	0	0	1	1	1		0	0	0	161,083	163,903	166,723	0	491,709	
Shop Truck GMC 3500	1	72,000	0	0	1	0	0	0		0	0	80,815	0	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	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	0	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	519,088		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	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	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 24ft 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

 7-8-15

Kevin McCarthy

Date

Executive Director

RECOLOGY

 7-8-15

Mario Puccinelli

Date

General Manager

THIS PAGE INTENTIONALLY LEFT BLANK

AMENDED AND RESTATED
FRANCHISE AGREEMENT

BETWEEN

~~THE CITY OF MENLO PARK~~
{Insert Member Agency name}

AND

RECOLOGY SAN MATEO COUNTY

FOR

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

* * *

~~January 1, 2011 through December 31, 2020~~

DRAFT

June 14, 2017

{This page intentionally left blank}

TABLE OF CONTENTS

RECITALS 1

ARTICLE 1 **DEFINITIONS** **3**

 1.01 — Definitions 3

 1.02 — Statutory Definitions 3

ARTICLE 2 **REPRESENTATION AND WARRANTIES OF CONTRACTOR** **4**

 2.01 — Corporate Status 4

 2.02 — Corporate Authorization 4

 2.03 — Agreement Duly Executed 4

 2.04 — No Conflict with Applicable Law or Other Documents 4

 2.05 — No Litigation 4

 2.06 — Financial Condition 4

 2.07 — Ability to Perform 5

 2.08 — Contractor’s Investigation 5

 2.09 — Statements and Information in Proposal 5

ARTICLE 3 **TERM OF AGREEMENT** **6**

 3.01 — Effective Date 6

 3.02 — Term 6

 3.03 — Extension of Term 7

 3.04 — Conditions to Effectiveness of Agreement 7

ARTICLE 4 **SCOPE OF AGREEMENT** **9**

 4.01 — Scope of Agreement 9

 4.02 — Limitations on Scope 9

 4.03 — Geographic Limits on Contractor’s Operations 10

ARTICLE 5 **COLLECTION SERVICES** **11**

 5.01 — General 11

 5.02 — Solid Waste Collection 11

 5.03 — Targeted Recyclable Materials Collection 17

 5.04 — Organic Materials Collection 23

 5.05 — Single-Family and Multi-Family Twice Annual On-Call Curbside Bulky Item Collection Service 26

 5.06 — Agency Facility Annual On-Call Bulky Item Collection Service 28

 5.07 — Confidential Document Destruction Service Event 30

 5.08 — Collection for Large Venues and Events 30

 5.09 — Abandoned Waste Cleanup Collection Service 31

 5.10 — Coats for Kids Program 32

 5.11 — Compost Give-Away 33

 5.12 — Fee for Service On-Call Bulky Item Collection 33

 5.13 — Community Drop-Off Events 34

ARTICLE 6	TRANSPORTATION	38
6.01	Transportation of Collected Materials	38
6.02	Limitations on Contamination	38
6.03	Contractor Methods of Controlling Contamination	43
6.04	Processing of Other Materials	44
ARTICLE 7	OTHER SERVICES	45
7.01	Customer Billing	45
7.02	Customer Service	47
7.03	Public Education and Promotion	51
7.04	Commercial Recycling Promotion Program	57
7.05	Multi-Family Recycling Promotion	59
7.06	Waste Generation/Characterization Studies	61
7.07	Program Evaluation	61
7.08	Provision of Emergency Services	62
7.09	MFD and Commercial Recycling Blitz	62
7.10	Carbon Footprint Measuring	63
7.11	Environmental Management Program	63
7.12	Annual Route Assessment	63
ARTICLE 8	REQUIREMENTS FOR OPERATIONS, EQUIPMENT, AND PERSONNEL	65
8.01	Collection Hours and Schedules	65
8.02	Collection Standards	66
8.03	Unloading Materials at the Designated Transfer and Processing Facility	70
8.04	Vehicles	71
8.05	Containers	74
8.06	Personnel	77
8.07	Hazardous Waste Inspection and Handling	80
8.08	Communication and Cooperation with Agency	82
8.09	Cooperation with Designated Transfer and Processing Facility Operator	82
8.10	Buy-Recycled Policy	83
8.11	Annual Performance Hearing	83
ARTICLE 9	RECORD KEEPING AND REPORTING	86
9.01	General	86
9.02	General Record Keeping Provisions	86
9.03	Record Keeping Requirements	87
9.04	General Reporting Requirements	90
9.05	Monthly Reports	91
9.06	MONTHLY Reports FOR THE THIRD MONTH OF EACH QUARTER	93
9.07		97
9.08	Required Specific Reporting	100
9.09	Upon-Request Reporting	100
ARTICLE 10	FRANCHISE FEE AND OTHER FEES	102
10.01	General	102
10.02	Franchise Fee	102
10.03	Other Fees	102

10.04 Time and Method of Payment.....102

10.05 Adjustments to Fees; Additional Fees.....102

ARTICLE 11 CONTRACTOR’S COMPENSATION, PASS-THROUGH COSTS, AND RATES
.....104

11.01 Overview104

11.02 Determination of Contractor’s Compensation105

11.03 Annual Revenue Reconciliation Process106

11.04 Application Process for Contractor’s Compensation108

11.05 Special Compensation Review109

11.06 Compensation Adjustments for Changes in Scope of Services or Service Levels....110

11.07 Rate Setting Process.....111

11.08 Notice of Rate Adjustments112

11.09 Potential Rate Constraints112

ARTICLE 12 AGENCY RIGHT TO USE EQUIPMENT AND FACILITIES
.....114

12.01 Purpose114

12.02 Conditions Authorizing Agency’s Right to Use of Facilities and Equipment.....114

12.03 Notice to Contractor.....114

12.04 Rights and Responsibilities of Parties.....115

12.05 Duration of Agency’s Right to Possession and Use of Vehicles/Equipment115

12.06 General.....115

ARTICLE 13..... INDEMNITY, INSURANCE, BOND, GUARANTY
.....117

13.01 Indemnification117

13.02 Insurance.....117

13.03 Faithful Performance Bond.....120

13.04 Alternative Security.....121

13.05 Hazardous Waste Indemnification121

13.06 California Integrated Waste Management Act Indemnification121

13.07 Guaranty.....122

ARTICLE 14..... DEFAULT AND REMEDIES
.....123

14.01 Events of Default123

14.02 Right to Suspend or Terminate Upon Default.....123

14.03 Specific Performance.....124

14.04 Right to Perform; Use of Contractor Property124

14.05 Damages.....124

14.06 Agency’s Remedies Cumulative124

14.07 Liquidated Damages.....124

14.08 Agency Default125

14.09 Excuse from performance.....126

14.10 Assurance of Performance126

ARTICLE 15 OTHER AGREEMENTS OF THE PARTIES
.....128

15.01 Relationship of Parties.....128

15.02 Compliance with Law128

15.03 Assignment.....128

15.04	Subcontracting.....	129
15.05	Affiliated Entity.....	130
15.06	Contractor's Investigation.....	130
15.07	No Warranty by Agency.....	130
15.08	Condemnation.....	130
15.09	Notice.....	130
15.10	Representatives of the Parties.....	131
15.11	Duty of Contractor Not to Discriminate.....	131
15.12	Right of Agency to Make Changes in Services and Service Levels.....	132
15.13	Transition to Next Service Provider.....	132
15.14	Reports as Public Records.....	133
ARTICLE 16..... MISCELLANEOUS PROVISIONS		134
16.01	Governing Law.....	134
16.02	Jurisdiction.....	134
16.03	Binding on Successors.....	134
16.04	Parties in Interest.....	134
16.05	Waiver.....	134
16.06	Attachments.....	134
16.07	Entire Agreement.....	134
16.08	Section Headings.....	134
16.09	Interpretation.....	134
16.10	Amendment.....	135
16.11	Severability.....	135
16.12	Costs and Attorneys' Fees.....	135
16.13	No Damages for Invalidation of Agreement.....	135
16.14	References to Laws.....	135
16.15	Indemnity Against Challenges to Agreement.....	135
RECITALS.....		1
ARTICLE 1 DEFINITIONS.....		3
1.01	Definitions.....	3
1.02	Statutory Definitions.....	3
ARTICLE 2 REPRESENTATION AND WARRANTIES OF CONTRACTOR.....		4
2.01	Corporate Status.....	4
2.02	Corporate Authorization.....	4
2.03	Agreement Duly Executed.....	4
2.04	No Conflict with Applicable Law or Other Documents.....	4
2.05	No Litigation.....	4
2.06	Financial Condition.....	4
2.07	Ability to Perform.....	5
2.08	Contractor's Investigation.....	5
2.09	Statements and Information in Proposal.....	5
2.10	Iran Contracting Certification.....	5
ARTICLE 3 TERM OF AGREEMENT.....		6
3.01	Effective Date and Commencement Date.....	6
3.02	Term.....	6
3.03	Extension of Term.....	7

3.04 Conditions to Effectiveness of Agreement 7

ARTICLE 4 SCOPE OF AGREEMENT..... 9

4.01 Scope of Agreement 9

4.02 Limitations on Scope 9

4.03 Geographic Limits on Contractor’s Operations..... 10

ARTICLE 5 COLLECTION SERVICES..... 11

5.01 General..... 11

5.02 Solid Waste Collection..... 11

5.03 Targeted Recyclable Materials Collection 17

5.04 Organic Materials Collection 23

5.05 Residential On-Call Bulky Item Collection Service 26

5.06 Agency Facility On-Call Bulky Item Collection Service 29

5.07 Confidential Document Destruction Service Event 30

5.08 Collection for Large Venues and Community Events 30

5.09 Abandoned Waste Cleanup Collection Service 31

5.10 Coats for Kids Program 32

5.11 Compost Give-Away 33

5.12 Reserved 33

5.13 Community Drop-Off Events 34

5.14 Mixed Use Buildings 35

ARTICLE 6 TRANSPORTATION 38

6.01 Transportation of Collected Materials 38

6.02 Limitations on Contamination..... 38

6.03 Contractor Methods of Controlling Contamination..... 42

6.04 Processing of Other Materials..... 44

ARTICLE 7 OTHER SERVICES 45

7.01 Customer Billing 45

7.02 Customer Service 47

7.03 Public Education and Promotion 51

7.04 Commercial Recycling Promotion Program 57

7.05 Multi-Family Recycling Promotion Program 59

7.06 Waste Generation/Characterization Studies 61

7.07 Program Evaluation 61

7.08 Provision of Emergency Services 62

7.09 MFD and Commercial Recycling Blitz 62

7.10 Carbon Footprint Measuring 63

7.11 Environmental Management Program 63

7.12 Annual Route Assessment..... 63

7.13 Right of Agency or SBWMA to Make Changes to Other Services 64

ARTICLE 8 REQUIREMENTS FOR OPERATIONS, EQUIPMENT, AND PERSONNEL..... 65

8.01 Collection Hours and Schedules 65

8.02 Collection Standards..... 66

8.03 Unloading Materials at the Designated Transfer and Processing Facility 70

8.04 Vehicles..... 71

8.05 Containers..... 74

8.06 Personnel 77

8.07 Hazardous Waste Inspection and Handling 80

8.08 Communication and Cooperation with Agency and SBWMA82

8.09 Cooperation with Designated Transfer and Processing Facility Operator.....82

8.10 Buy-Recycled Policy83

8.11 Annual Performance Hearing.....83

ARTICLE 9 RECORD KEEPING AND REPORTING.....86

9.01 General.....86

9.02 General Record Keeping Provisions86

9.03 Record Keeping Requirements.....87

9.04 General Reporting Requirements90

9.05 Monthly Reports91

9.06 Quarterly Reports93

9.07 Annual Reports.....97

9.08 Required Specific Reporting100

9.09 Upon-Request Reporting100

ARTICLE 10 FRANCHISE FEE AND OTHER FEES.....102

10.01 General.....102

10.02 Franchise Fee.....102

10.03 Other Fees102

10.04 Time and Method of Payment.....102

10.05 Adjustments to Fees; Additional Fees.....102

ARTICLE 11 CONTRACTOR’S COMPENSATION AND RATES.....104

11.01 Overview104

11.02 Determination of Contractor’s Compensation105

11.03 Annual Revenue Reconciliation Process106

11.04 Application Process for Contractor’s Compensation108

11.05 Special Compensation Review109

11.06 Compensation Adjustments for Changes in Scope of Services or Service Levels....110

11.07 Rate-Setting Process.....111

11.08 Notice of Rate Adjustments112

11.09 Potential Rate Constraints112

ARTICLE 12 AGENCY RIGHT TO USE EQUIPMENT AND FACILITIES114

12.01 Purpose.....114

12.02 Conditions Authorizing Agency’s Right to Use of Facilities and Equipment.....114

12.03 Notice to Contractor.....114

12.04 Rights and Responsibilities of Parties.....115

12.05 Duration of Agency’s Right to Possession and Use of Vehicles/Equipment.....115

12.06 General.....115

ARTICLE 13 INDEMNITY, INSURANCE, BOND, GUARANTY.....117

13.01 Indemnification117

13.02 Insurance.....117

13.03 Faithful Performance Bond120

13.04 Alternative Security.....121

13.05 Hazardous Waste Indemnification121

13.06 Indemnification Related to Various State Requirements121

13.07 Guaranty.....122

ARTICLE 14 DEFAULT AND REMEDIES.....123

14.01 Events of Default123

14.02	Right to Suspend or Terminate Upon Default	123
14.03	Specific Performance.....	124
14.04	Right to Perform; Use of Contractor Property	124
14.05	Damages.....	124
14.06	Agency’s Remedies Cumulative	124
14.07	Liquidated Damages.....	124
14.08	Agency Default	125
14.09	Excuse from Performance	126
14.10	Assurance of Performance	126
ARTICLE 15 OTHER AGREEMENTS OF THE PARTIES		128
15.01	Relationship of Parties.....	128
15.02	Compliance with Law.....	128
15.03	Assignment.....	128
15.04	Affiliated Entity.....	129
15.05	Contractor’s Investigation	130
15.06	Reserved.....	130
15.07	Condemnation	130
15.08	Notice	130
15.09	Representatives of the Parties.....	131
15.10	Duty of Contractor Not to Discriminate.....	131
15.11	Right of Agency to Make Changes in Services and Service Levels Reserved	132
15.12	Right of Agency to Make Changes in Services and Service Levels.....	132
15.13	Transition to Next Service Provider.....	132
15.14	Reports as Public Records	133
ARTICLE 16 MISCELLANEOUS PROVISIONS.....		134
16.01	Governing Law	134
16.02	Jurisdiction	134
16.03	Binding on Successors	134
16.04	Parties in Interest.....	134
16.05	Waiver	134
16.06	Attachments	134
16.07	Entire Agreement.....	134
16.08	Section Headings	134
16.09	Interpretation	134
16.10	Amendment.....	135
16.11	Severability.....	135
16.12	Costs and Attorneys’ Fees.....	135
16.13	No Damages for Invalidation of Agreement	135
16.14	References to Laws	135
16.15	Indemnity Against Challenges to Agreement	135
16.16	Dispute Resolution	135

Attachments

- A Definitions
- B Service Levels of Agency Facilities
- C Community Events
- D Container Specifications

E-1 Contamination Measurement Methodology – Single Loads
~~E-2 Contamination Measurement Methodology – Quarterly Protocol~~
E-2 Reserved
F Faithful Performance Bond
G Guaranty
H Delinquent Payment Policy
I Performance Incentives and Disincentives
J Liquidated Damages
K Contractor’s Compensation and Rate Setting Process
~~L Implementation Plan~~
L Reserved
M Agency’s Franchise Fee and Other Fees
N Contractor’s Compensation and Operating Statistics
O List of Contractor’s Personnel
P- Vehicle Specifications
Q- ~~Unscheduled~~Additional Services
R Secretary’s Certificate
S Interest Payment Arrangement Memorandum of Understanding

1 **AMENDED AND RESTATED**
2 **FRANCHISE AGREEMENT**
3 **FOR**
4 **RECYCLABLE MATERIALS, ORGANIC MATERIALS,**
5 **AND SOLID WASTE**
6 **COLLECTION SERVICES**

7 THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made as of this
8 22nd day of September, 2009,, 2017 {Insert date}, by and between the CITY
9 OF MENLO PARK, {Insert Member Agency name}, a Municipal Corporation
10 ("Agency"), and RECOLOGY SAN MATEO COUNTY, a California corporation ("Contractor").

11 **RECITALS**

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

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

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

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

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

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

38 **WHEREAS:** in 2009, Agency has independently evaluated Contractor's proposal and has
39 determined that Contractor has had proposed to provide solid waste handling services including

40 collection of recyclable and organic materials in a manner and on terms which ~~are~~were in the best
41 interests of Agency, its residents and businesses, taking into account the qualifications and
42 experience of Contractor and the cost of providing such services-; and,

43 ~~2. Contractor has participated in the development of this Agreement and is ready,~~
44 ~~willing and able to perform the services which the Agreement requires.~~

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

50 WHEREAS; on [REDACTED] 2013, the City Council approved Resolution No. [REDACTED], which
51 amended the 2009 Franchise Agreement; and,

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

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

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

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

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

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

70

71
72

ARTICLE 1
DEFINITIONS

73 **1.01 DEFINITIONS**

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

76 **1.02 STATUTORY DEFINITIONS**

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

81

ARTICLE 2
REPRESENTATION AND WARRANTIES OF
CONTRACTOR

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

2.01 CORPORATE STATUS

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

2.02 CORPORATE AUTHORIZATION

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

2.03 AGREEMENT DULY EXECUTED

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

2.04 NO CONFLICT WITH APPLICABLE LAW OR OTHER DOCUMENTS

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

2.05 NO LITIGATION

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

2.06 FINANCIAL CONDITION

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

121 **2.07 ABILITY TO PERFORM**

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

124 **2.08 CONTRACTOR'S INVESTIGATION**

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

131 **2.09 STATEMENTS AND INFORMATION IN PROPOSAL**

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

139 **2.10 IRAN CONTRACTING CERTIFICATION**

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

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

151

ARTICLE 3 TERM OF AGREEMENT

3.01 EFFECTIVE DATE AND COMMENCEMENT DATE

~~The Effective Date of this Agreement shall be January 1, 2010~~

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

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

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

3.02 TERM

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

The original Term, set forth in the 2009 Franchise Agreement, began on January 1, 2011 with an initial duration of ten (10) years, ending on December 31, 2020. This amendment and restatement extends the Term for an additional fifteen (15) years, for a total Term of twenty-five (25) years. Upon the Effective Date and, the Term shall end at be extended until midnight on December 31, 20202035, unless earlier terminated, or extended as provided in Section 3.03. Contractor's obligation to Collect Solid Waste, Targeted Recyclable Materials and Organic Materials

Except as provided below in this Section 3.02, the Parties intend for the 2009 Franchise Agreement to govern the rights and obligations of the Parties through December 31, 2020, and for this Agreement to govern the rights and obligations of the Parties from and after January 1, 2021. Thus, to the extent this Agreement amends the 2009 Franchise Agreement, the amendments shall begin on not take effect until January 1, 2011 at 12:01 a.m.2021, and shall continue for the remainder of the Term. not be retroactive.

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

190 **3.03 EXTENSION OF TERM**

191 ~~During calendar year 2017, the Parties shall meet and confer on the possible extension of~~
 192 ~~the Term.~~

193 A. **Voluntary Extension.** At Agency's discretion, but subject to Contractor's consent,
 194 this Agreement may be extended without amendment for a period of no less than one
 195 (1) and no more than five (5) additional years for a total Term that does not exceed
 196 thirty (30) years or extend beyond December 31, 2040). If Agency desires to extend
 197 the Agreement, Agency shall provide the Contractor with written notice of its intention
 198 to extend the Agreement on or before December 31, 2032. Such notice by Agency
 199 shall specify the duration of the extension. Contractor shall provide written notice to
 200 Agency and SBWMA on or before January 31, 2033 whether it consents to the
 201 extension.

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

217 **3.04 CONDITIONS TO EFFECTIVENESS OF AGREEMENT.**

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

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

229 ~~4. **Performance Bond.** Contractor shall have provided a performance bond meeting~~
 230 ~~the requirements of Section 13.03.~~

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

- 234
235
236
- 237
238
- 239
240
241
242
243
244
245
- 246
247
248
249
- 250
251
252
1. Absence of Litigation. There shall be no litigation pending on the Effective Date in any court challenging the execution of this Agreement, or seeking to enjoin its performance.
 2. Effectiveness of Agency's Approval. The approval of this Agreement by Agency shall have become effective, pursuant to California law.
 3. Approvals by Other Member Agencies. ~~The On or before June 30, 2018, a minimum of eight (8) of the governing bodies of a majority (seven) of the SBWMA's Member Agencies, collectively representing at least seventy percent (70%) of the total Revenue Requirement for 2011 shown on Attachment N Form C (i.e., \$74,999,148), two thirds (2/3) of the Member Agencies, have also approved franchise and signed~~ agreements with Contractor substantially similar to this ~~Agreement on or before the Effective Date one.~~
- C. **Notice**. If either Party wishes to assert that a condition for its benefit has not been satisfied and has not been waived, it must deliver written notice to that effect to the other party on or before the Effective Date. If no such notice is received, the Agreement will become effective on the Effective Date.
- D. **Good Faith**. Each Party is obligated to perform in good faith the actions, if any, which this Agreement requires it to perform before the Effective Date and to cooperate towards the satisfaction of the conditions set forth above.

253

254
255

ARTICLE 4 SCOPE OF AGREEMENT

256 4.01 SCOPE OF AGREEMENT

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

271 4.02 LIMITATIONS ON SCOPE

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

- 292 J. The incidental removal of Solid Waste, Recyclable Materials, or Organic Materials
- 293 when the primary service performed is either of the following:
- 294 1. Landscaping, gardening, weed or refuse abatement, yard clean-up, or grading
- 295 of a lot; or,
- 296 2. Construction, remodeling, or demolition of a building or structure.
- 297 K. Solid Waste generated at Residential Premises collected by others on an infrequent,
- 298 unscheduled, "on-call" basis (other than On-Call Bulky Item Collection Service
- 299 scheduled by Customers per Section 5.42-05).

300 **4.03 GEOGRAPHIC LIMITS ON CONTRACTOR'S OPERATIONS**

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

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

312

313
314

ARTICLE 5 COLLECTION SERVICES

315 5.01 GENERAL

316 A. The work to be performed and services to be provided by Contractor ~~includes~~include
317 the furnishing of all labor, supervision, equipment, materials, supplies, and all other
318 items necessary to perform the work and provide the services described, at the times
319 and in the manner required by this Agreement. The enumeration of, and specification
320 of requirements for, particular items of labor, supervision, equipment, materials, or
321 supplies shall not relieve Contractor of the duty to furnish all others, as may be
322 required, whether enumerated elsewhere in the Agreement or not.

323 B. Contractor shall perform the work and provide the services pursuant to this
324 Agreement in a thorough and professional manner so that the residents and
325 businesses within the Agency are provided reliable, courteous, and high-quality
326 service at all times. The enumeration of, and specification of requirements for,
327 particular aspects of service quality shall not relieve Contractor of the duty of
328 accomplishing all other aspects in the manner provided in this Article, whether such
329 other aspects are enumerated elsewhere in the Agreement or not.

330 ~~Provided that this Agreement is executed on or before January 1, 2010, Contractor agrees~~
331 ~~that it will have sufficient time to take all steps necessary to provide all services described~~
332 ~~in this Article 5 commencing January 1, 2011. Contractor shall order equipment, hire~~
333 ~~employees, obtain permits and licenses, initiate public education and Recycling Blitz~~
334 ~~programs, and complete all of the steps necessary to implement an orderly transition as~~
335 ~~specified in the Implementation Plan (Attachment L).~~

336 C. ~~5.02 SOLID WASTE COLLECTION~~

337 Contractor acknowledges that the Agency is committed to diverting materials from
338 Disposal through the implementation of source reduction, donation, reuse, Recycling,
339 and composting programs and that the Agency may, at some time in the future,
340 implement, in accordance with Section 15.12, new programs that may impact the
341 overall quantity or composition of Solid Waste, Targeted Recyclable Materials, and/or
342 Organic Materials to be Collected by Contractor.

343 5.02 SOLID WASTE COLLECTION

344 A. Single-Family Dwelling (SFD).

345 1. General. Contractor shall Collect Solid Waste from SFD once per week from
346 Contractor-provided Carts, and shall bill Customers for the service at Agency-
347 approved Rates. Contractor shall provide unscheduled extra Collection
348 service pick-ups of Containers within one (1) Business Day of Customer's request
349 and shall ~~be entitled to bill~~ Customer as at Agency-approved Charges specified
350 in Attachment Q. ~~Contractor shall provide each Customer with Carts as specified~~
351 ~~in Section 8.05. Approximately one (1) month prior to distribution of SFD Solid~~
352 ~~Waste Carts, Contractor shall mail a notice to each SFD Customer indicating that~~
353 ~~the Customer will receive the default Solid Waste Cart size specified in~~
354 ~~Attachment D, unless the Customer responds to the notice (i.e., by mail, email,~~

355 ~~phone or website form) and requests an alternate Cart size by selecting the~~
 356 ~~preferred size.~~

357 2. Collection Location. Contractor shall Collect Carts Curbside unless: (i) the
 358 Occupant is provided a Special Handling Service exemption; or, (ii) the Customer has
 359 requested Backyard Collection Service and has agreed to pay ~~the premium service~~
 360 ~~Rate approved by for Backyard Collection Service at~~ the Agency. ~~The Rate charged~~
 361 ~~by approved Charge. Contractor shall bill Customers with Backyard Collection~~
 362 ~~Service at~~ Agency ~~shall be based on Contractor's cost as approved Charges~~
 363 specified in Attachment Q. ~~In such case~~ For Customers with Special Handling Service
 364 and Backyard Collection Service, Contractor shall Collect Carts from and return Carts
 365 to the alternative service location (such as the side yard or backyard) specified by the
 366 Customer.

367 ~~The~~ Contractor shall make reasonable accommodations with regard to provision and
 368 servicing of Containers (e.g., Container size and type, placement of Containers
 369 for Collection, etc.) at no additional cost to Customers who meet the Agency's
 370 Special Handling Service criteria.

371 3. Informing Customer of Collection Location Options. Contractor will notify all
 372 Residential Customers annually of the Special Handling Service and Backyard
 373 Collection Service options and submit, for approval, a draft notification to Agency
 374 thirty (30) Days prior to the anticipated date of distribution to Customers. New
 375 service recipients shall be notified upon signing up for Collection service of the
 376 Special Handling Service and Backyard Collection Service options.

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

387 B. Multi-Family Dwellings-

388 1. General. Contractor shall Collect Solid Waste from Multi-Family Dwellings as
 389 frequently as scheduled by Customer, but not less than once per week, and
 390 shall bill Customers at Agency-approved Rates. Contractor shall provide
 391 ~~unscheduled extra~~ Collection service pick-ups of Containers within one (1)
 392 Business Day of Customer's request and shall ~~be entitled to bill Customer as bill~~
 393 Customers at Agency-approved Charges specified in Attachment Q. Customers
 394 must subscribe to a minimum service level of three (3) times per week Collection
 395 in order to be eligible for Collection on Saturday and/or Sunday.

396 2. Containers. Contractor shall allow Multi-Family Dwelling Customers to use Carts
 397 or Bins for Solid Waste Collection that are shared by the Occupants of the
 398 Premises. Contractor shall provide one (1) or more Cart(s) or Bin(s) to such
 399 Customers as requested by Customer, provided that no less than ninety-six (96)
 400 gallons per week of Container capacity are provided for every five (5) dwelling

401 units in the Multi-Family Residential Complex. ~~Contractor shall provide each~~
 402 ~~Customer with a choice of one or more Carts or Bins as specified in Attachment~~
 403 ~~D.~~

404 ~~Contractor shall service, at no additional cost, Containers provided to MFD~~
 405 ~~Customers that are~~3. General Service Conditions. The standard Rates for
 406 Collection services assume that Containers are accessible by Contractor's
 407 vehicles and personnel.

408 If the Container is wheeled and is three (3) cubic yards or less in capacity or
 409 wheeled Containers, that are stored and is not a Compactor, the standard Rate
 410 includes Collection from the Container located Curbside or in enclosures or on
 411 private or public property within a distance less than or equal to fifty (50) feet
 412 of access by Contractor's collection vehicle, if provided that access to the
 413 Containers Container is paved and the slope is less than seven percent (7%).
 414 Agency will make the final determination on the slope of the access if a dispute
 415 arises between Customer and Contractor. Contractor The distance to the
 416 Container shall be entitled to bill MFD Customers for distance charges as
 417 specified in Attachment Q for providing Collection service measured in one of the
 418 following ways depending on the conditions of the Premises: (i) from the face of
 419 the curb to Containers that are three (3) cubic yards or less in capacity the nearest
 420 edge of the Container, (ii) if there is no curb, from the edge of the roadway
 421 nearest the nearest edge of the Container, or wheeled Containers, that are
 422 located at distances of fifty one (51) feet or more from access by Contractor's (iii)
 423 from the lifting mechanism on the Collection vehicle if the vehicle can be driven
 424 on the Premises.

425 ~~Contractor shall service, at no additional cost, Containers that are four (4) cubic~~
 426 ~~yards or larger in capacity, or delf the Container does not have wheels, that are~~
 427 ~~stored in or is greater than three (3) cubic yards in capacity, or is a Compactor,~~
 428 ~~the standard Rate includes Collection from a location that is accessible by~~
 429 ~~Contractor's collection vehicle. vehicle (regardless of the distance from the curb~~
 430 ~~or roadway), provided that access to the Container is paved and the slope is less~~
 431 ~~than seven percent (7%). A slope shall be deemed to be seven percent (7%) or~~
 432 ~~more if the slope measures 7% or more using a slope measurement device.~~

433 For each Container that does not meet the above accessibility requirements,
 434 Contractor shall offer Long Distance Service or Container Relocation Service as
 435 described below for Containers that are eligible for such service. If the Container
 436 is not eligible for such service, or the Customer notifies Contractor that it does
 437 not want such service, then Contractor shall not be required to Collect the
 438 Container unless it meets the above accessibility requirements.

439 4. Long Distance Service. For wheeled Containers that are more than fifty (50) feet
 440 from the curb or edge of roadway (using the measurement method described
 441 above), Contractor shall provide Long Distance Service. Long Distance Service
 442 is an additional service Contractor shall ensure provide that Containers that are
 443 four (4) cubic yards or larger in capacity or do not have wheels, are placed by
 444 involves Contractor's route personal manually pushing, pulling, or otherwise
 445 moving the Container more than fifty (50) feet to a serviceable location and
 446 returning the Container to its storage location after Collection. The Long Distance
 447 Service is a regularly scheduled service that is performed each day the

448 Contractor ~~in a designated collection location that is agreed upon by~~ provides
 449 Collection service for the Container. Contractor shall charge the Customer for
 450 Long Distance Service at Agency-approved Charge specified in Attachment Q.

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

459 Container Relocation Service is an additional service provided by Contractor that
 460 involves the Contractor dispatching a secondary vehicle and route personnel to
 461 move the Container with the assistance of the vehicle from an inaccessible
 462 storage location to a serviceable location. In such case, the service also involves
 463 the return of the Container to its storage location, which may be performed
 464 manually by route personnel of the regular Collection vehicle or by using the
 465 secondary vehicle. The Container Relocation Service is a regularly scheduled
 466 service that is performed each day the Contractor provides Collection service for
 467 the Container. If Contractor provides Container Relocation Service for a
 468 Container, it is not entitled to charge for Long Distance Service. {Some Member
 469 Agencies may want to include these charges and others may not. This
 470 subsection 5 and other references to Container Relocation Service should be
 471 deleted for Member Agencies where that service is not offered.}

- 472 6. Determination of Service Needs and Disputes. Whether the Customer receives
 473 Long Distance Service or Container Relocation Service shall be determined by
 474 Contractor in its reasonable discretion based on conditions at the Customer's
 475 site or the need to maintain safety or operational efficiency. In the event of a
 476 dispute between Contractor and a Customer regarding the Long Distance
 477 Service, Container Relocation Service, and/or the distance or degree of slope,
 478 Contractor shall provide email notification to Agency and Customer, and Agency
 479 shall work with the Contractor and Customer to resolve the dispute. Agency may
 480 independently measure the slope and/or distance. Agency shall make the final
 481 determination of the service arrangements and whether any Attachment Q
 482 Charges apply.

- 483 7. Container Collection Location. Contractor shall give special consideration when
 484 determining the Collection location for Multi-Family Residential complexes to
 485 ensure that the flow of traffic is not impeded and that it does not result in aesthetic
 486 degradation of an area. The designated Collection location, if disputed by
 487 Customer or Contractor, shall be determined by the Agency. Additionally, if, in
 488 the Agency's opinion, the location of an existing Collection location is
 489 inappropriate, Agency may require the Customer or Contractor to relocate the
 490 Collection Containers.

491 C. Commercial Premises

- 492 1. General. Contractor shall Collect Solid Waste from Commercial Premises as
 493 frequently as scheduled by the Customer, but not less than once per week, and
 494 shall bill Customers for the service at Agency-approved Rates. Contractor shall

495 provide ~~unscheduled extra~~ Collection ~~service pick-ups of Containers~~ within one
 496 (1) Business Day of Customer's request and shall ~~be entitled to~~ bill Customer
 497 ~~asat Agency-approved Charges~~ specified in Attachment Q. Customers must
 498 subscribe to a minimum service level of three (3) times per week Collection in
 499 order to be eligible for Collection on Saturday and/or Sunday.

500 ~~Contractor shall service, at no additional cost, Containers provided to Commercial~~
 501 ~~Customers that are three (3) cubic yards or less in capacity or wheeled Containers,~~
 502 ~~that are stored in enclosures or on private or public property within fifty (50) feet of~~
 503 ~~access by Contractor's collection vehicle, if access to the Containers is paved and~~
 504 ~~the slope is less than seven percent (7%). Agency will make the final determination~~
 505 ~~on the slope of the access if a dispute arises between Customer and Contractor.~~
 506 ~~Contractor shall be entitled to bill Commercial Customers for distance charges as~~
 507 ~~specified in Attachment Q for providing Collection service to Containers that are three~~
 508 ~~(3) cubic yards or less in capacity or wheeled Containers, that are located at distances~~
 509 ~~of fifty one (51) feet or more from access by Contractor's collection vehicle.~~

510 ~~Contractor shall service, at no additional cost, Containers that are four (4) cubic yards~~
 511 ~~or larger in capacity, or do not have wheels, that are stored in a location that is~~
 512 ~~accessible by Contractor's collection vehicle. Contractor shall ensure that Containers~~
 513 ~~that are four (4) cubic yards or larger in capacity or do not have wheels, are placed~~
 514 ~~by Contractor in a designated collection location that is agreed upon by the Customer.~~

515 2. Container Service Requirements. ~~Container service requirements described for~~
 516 ~~Multi-Family Premises in Sections 5.02.B.3 through 5.02.B.7 are applicable for~~
 517 ~~Commercial Premises.~~

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

- 520 a. 1. Individual Cart or Bin Service. Contractor shall allow each
 521 Commercial Premises to use Carts, Bins, Compactors, or Drop Boxes
 522 for Solid Waste Collection. ~~Contractor shall provide each Customer~~
 523 ~~with a choice of one (1) or more Containers as specified in Section~~
 524 ~~8.05.~~
- 525 b. 2. Centralized Cart or Bin Service. Contractor shall allow each
 526 Commercial Premises to use Carts or Bins for Solid Waste Collection
 527 that are shared by the Occupants of two (2) or more adjacent
 528 Commercial Premises. In such case, Contractor shall provide one or
 529 more Carts or Bins as requested by the Customer(s) provided that no
 530 less than ninety-six (96) gallons of Container capacity is provided for
 531 every four (4) Commercial Premises. ~~Contractor shall provide each~~
 532 ~~Customer with a choice of one (1) or more Carts or Bins as specified~~
 533 ~~in Section 8.05.~~
- 534 c. 3. Drop Boxes and Compactors. Contractor shall allow a Customer to
 535 use a Drop Box or Compactor for Solid Waste Collection to meet the
 536 Customer's Disposal needs. In such case, Contractor shall provide
 537 Customer with a choice of Container capacities ranging from three (3)
 538 to forty (40) cubic yards (or similar sizes). Contractor shall ~~offer allow~~
 539 Customers ~~the option to~~ purchase or lease Compactors through ~~either~~
 540 ~~the Contractor or~~ an outside vendor. Regular maintenance of

541 Compactors shall be ~~provided~~required by ~~Contractor~~Customer (or
542 outside vendor) as frequently as needed to keep the Compactors in
543 good working order and functioning at high compaction levels.

544 **D. Agency Facilities-**

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

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

551 a. ~~1. Individual Cart or Bin Service.~~ Contractor shall allow each Agency
552 Facility to use Carts, Bins, Compactors, or Drop Boxes for Solid Waste
553 Collection. ~~Contractor shall provide each Agency Facility with a choice~~
554 ~~of one (1) or more Containers as specified in Attachment D.~~

555 b. ~~2. Centralized Cart or Bin Service.~~ Contractor shall allow each
556 Agency Facility to use Carts or Bins for Solid Waste Collection that are
557 shared by the Occupants of two or more adjacent Agency Facilities.
558 In such case, Contractor shall provide one or more Carts or Bins as
559 requested by the Agency provided that no less than ninety-six (96)
560 gallons of Container capacity is provided for every four (4) Agency
561 Facilities. ~~Contractor shall provide Agency with a choice of one (1) or~~
562 ~~more Carts or Bins as specified in Attachment D for each Agency~~
563 ~~Facility.~~

564 c. ~~3. Drop Boxes and Compactors.~~ Contractor shall allow Agency to use
565 a Drop Box or Compactor for Solid Waste Collection to meet the
566 Agency's Disposal needs. In such case, Contractor shall provide
567 Agency with a choice of Container capacities ranging from three (3) to
568 forty (40) cubic yards (or similar sizes). Contractor shall ~~offer~~allow
569 Agency ~~the option~~ to purchase or lease Compactors through ~~either the~~
570 ~~Contractor or~~ an outside vendor. Regular maintenance of Compactors
571 shall be ~~provided~~required by ~~Contractor~~Agency (or outside vendor) as
572 frequently as needed to keep the Compactors in good working order
573 and functioning at high compaction levels.

574 34. Solid Waste from Public Street, Parks, and Parking Lot Litter and Recycling
575 Receptacles. Contractor shall Collect Solid Waste from public litter receptacles
576 located on streets and in parking lots, and from public litter receptacles in parks
577 that are accessible for Curbside Collection. ~~Contractor shall also Collect Solid~~
578 ~~Waste from public Recycling receptacles in these locations, if the Recyclables~~
579 ~~have been so Contaminated as to be unacceptable at the MRF as Recyclables.~~
580 Contractor shall also Collect Solid Waste that is contained in bags or boxes and
581 placed adjacent to public litter receptacles. These Collections will be made
582 between one (1) and seven (7) Days per week, as determined by Agency.
583 Contractor is responsible for notifying Agency if a public litter receptacle is
584 inoperable within twenty-four (24) hours of observing or being notified of the
585 defect. A list of public litter receptacles is included in Attachment B. Agency shall
586 annually be allowed to increase the number of public litter receptacles provided

587 Collection service by an additional five percent (5%) of the total number of
 588 receptacles in service as of January 1 of each Rate Year ~~at no additional cost.~~
 589 ~~The allocation of additional public litter receptacles placed in service will accrue~~
 590 ~~from year to year for the Term after Rate Year Eleven (2021) without being billed~~
 591 ~~for such service. The maximum number of public litter receptacles that~~
 592 ~~Contractor will service without billing Agency shall increase by five percent (5%)~~
 593 ~~each Rate Year after Rate Year Eleven (2021), even if Agency does not actually~~
 594 ~~increase the number of receptacles by five percent (5%) in that Rate Year.~~

595 4. Scope of Service Requirements. Contractor shall provide the Agency with the
 596 Collection services described above at the service locations, service levels, and
 597 frequencies identified in Attachment B. Contractor shall provide and maintain
 598 Collection Containers for the Agency's use, with the exception of public litter
 599 receptacles (or public Solid Waste receptacles) and public Targeted Recyclable
 600 Materials receptacles, which shall be provided and maintained by the Agency.
 601 Contractor shall offer the type and size of Collection Containers that Contractor
 602 provides Commercial Customers pursuant to Section 5.02.C.

603 5. Tonnage Allocation. Contractor may integrate Collection of Solid Waste,
 604 Targeted Recyclable Materials, and Organic Materials from Agency Facilities
 605 with other Collection services in the Service Area, provided that Contractor
 606 attributes estimated Tonnage Collected from Agency Facilities separately from
 607 other Customers upon the Agency's request.

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

611 5.03 TARGETED RECYCLABLE MATERIALS COLLECTION

612 A. General. Contractor shall Collect Targeted Recyclable Materials from Customers
 613 that have Source Separated the Targeted Recyclable Materials from Solid Waste and
 614 placed these materials in the Customer's Recyclable Materials Collection Container
 615 for Collection by Contractor.

616 In accordance with Section 15.12, the Agency may direct that Contractor modify its
 617 scope of service to include Collection of additional types of Recyclable Materials
 618 beyond those materials defined as Targeted Recyclable Materials in Attachment A.
 619 If the Agency directs Collection of additional Recyclable Materials, such Recyclable
 620 Materials shall thereafter be considered Targeted Recyclable Materials and
 621 Contractor shall not receive additional Contractor's Compensation for Collection
 622 service if the Targeted Recyclable Materials are placed by Generator in the
 623 Recyclable Materials Container unless Contractor can demonstrate that Collection of
 624 the additional material(s) requires modification to Collection routes to accommodate
 625 the additional volume of the material(s).

626 AB. Single-Family Dwellings.

627 1. General. Once per week, Contractor shall Collect Single-Stream Targeted
 628 Recyclable Materials from SFD. Contractor shall provide each SFD Customer
 629 with one (1) Cart for Single-Stream Targeted Recyclable Materials. Contractor
 630 shall provide each Customer with a sixty-four (64) gallon Cart specified in
 631 Attachment D, unless Customer requests an alternative Cart specified in
 632 Attachment D. ~~Customer~~Customers can ~~rent or purchase~~request additional

633 Targeted Recyclable Materials Carts from Contractor for regular weekly
 634 Collection service, and Contractor shall ~~be entitled to bill Customer~~
 635 ~~as Customers at Agency-approved Charges~~ specified in Attachment Q.
 636 ~~Purchased Carts shall become the property of Customer. Approximately one~~
 637 ~~(1) month prior to distribution of SFD Targeted Recyclable Materials Carts,~~
 638 ~~Contractor shall mail a notice to each SFD Customer indicating that the~~
 639 ~~Customer will receive the default Targeted Recyclable Materials Cart size~~
 640 ~~specified in Attachment D, unless the Customer responds to the notice (i.e., by~~
 641 ~~mail, email, phone or website form) and requests an alternate Cart size by~~
 642 ~~selecting the preferred size.~~

643 ~~Contractor shall Collect Carts Curbside unless the Customer is provided Special~~
 644 ~~Handling or Backyard Collection Service. In such case, Contractor shall Collect~~
 645 ~~Carts from and return Carts to the alternative service location (such as the side~~
 646 ~~yard or backyard) specified by the Customer.~~

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

650 2.3. Used Motor Oil and Used Motor Oil Filters. Contractor shall Collect Used Motor
 651 Oil and Used Motor Oil Filters placed at the Collection location by Customer for
 652 Collection in Contractor-provided or Contractor-approved Containers.
 653 Contractor shall not be required to Collect more than five (5) gallons of Used
 654 Motor Oil per Customer per Collection. Contractor shall provide up to five (5)
 655 one-gallon translucent plastic Used Oil jugs with screw-on tops for Used Motor
 656 Oil Collection and up to five (5) six (6) mil plastic zip-close type bags for Used
 657 Motor Oil Filter Collection to SFD Customers, upon Customer's request, within
 658 five (5) Business Days of such request, at no additional cost to Customer.
 659 Information in English and Spanish, regarding the Used Motor Oil and Used
 660 Motor Oil Filter Collection program and instructions for the use and set out of
 661 ~~the~~ these materials shall be provided with the Used Motor Oil jugs and Used
 662 Motor Oil Filter bags. Diversion of Used Motor Oil shall be calculated with a
 663 conversion factor of one (1) gallon of Used Motor Oil equaling seven (7) pounds.

664 3.4. Household Batteries and Cell Phones. Contractor shall Collect from SFD
 665 Premises Household Batteries and Cell Phones placed on top of the Recyclable
 666 Materials Cart in Contractor-provided or Customer-provided clear zip-close or
 667 tie-close plastic bags clearly marked "Used Batteries and Cell Phones."
 668 Contractor shall empty the bag at the point of Collection and leave it to be reused
 669 by the Customer by placing it inside the Cart handle. Customers will be notified
 670 to place all Household Batteries in a clear zip-close plastic bag; tape the contacts
 671 of button cell batteries; and wrap Cell Phones in paper (for protection) prior to
 672 placing in the plastic bag. While Customers will be encouraged to follow the
 673 participation parameters, Contractor shall be required to Collect if Customers do
 674 not follow these instructions.

675 4.5. Collection Day. Contractor shall Collect Targeted Recyclable Materials, Used
 676 Motor Oil, Used Motor Oil Filters, Household Batteries, and Cell Phones from
 677 SFD on the same day that Solid Waste Collection is provided.

678 **BC. Multi-Family Residential Premises**

- 679 1. General. Multi-Family Dwelling Customers that subscribe to Solid Waste
 680 Collection service shall be entitled to Single-Stream Targeted Recyclable
 681 Materials Collection at no additional charge, and Contractor shall provide the
 682 level of service required by Multi-Family Dwelling Customers requesting
 683 Recyclable Materials Collection services. Contractor shall provide each Multi-
 684 Family Dwelling Customer with Containers for Single-Stream Targeted
 685 Recyclable Materials Collection. At a minimum, Contractor shall provide twenty
 686 (20) gallons per week of Container capacity for Single-Stream Targeted
 687 Recyclable Materials Collection for every Multi-Family Dwelling at the Premises.
 688 Contractor shall provide each Customer with Carts or Bins as specified in
 689 Attachment D, as requested by the Customer.

690 Contractor shall Collect Single-Stream Targeted Recyclable Materials
 691 Generated at Multi-Family Residential Complexes at least once per week or
 692 more frequently, up to six (6) times per week, as scheduled by the Customer
 693 provided that the Generator has Source Separated the Targeted Recyclable
 694 Materials from Solid Waste and placed the materials in the appropriate
 695 Contractor-provided Container. Contractor shall Collect Single-Stream Targeted
 696 Recyclable Materials at the designated location agreed upon by Contractor and
 697 Multi-Family Dwelling Customer. The designated Collection location, if disputed
 698 by Customer or Contractor, shall be determined by the Agency. Carts and Bins
 699 may be shared by the Occupants of the Multi-Family Residential Complexes.
 700 Contractor shall provide extra Carts for use in the mail, utility, or similar room of
 701 Multi-Family Residential Complexes if requested by the Customer.

- 702 2. Personal Recycling Tote-Bag Distribution. Upon receipt of a request for
 703 Recycling Tote-Bags from a Multi-Family Dwelling Customer or Occupant,
 704 Agency, or SBWMA, Contractor shall: (i) deliver the Recycling Tote-Bags within
 705 five (5) Business Days to the property Owner, property manager, or Occupant
 706 who requested the Recycling Tote-Bags; (ii) prior to complying with (i), contact
 707 the property Owner or property manager directly by phone or in person to
 708 determine if additional Recycling Tote-Bags are needed and/or if they are
 709 interested in a site assessment of the property; (iii) upon request for a site
 710 assessment, ensure that a site assessment is done per the requirements set
 711 forth in Section 7.05. Contractor shall provide notification to Agency and
 712 SBWMA of the Day which the Tote Bags were delivered and to whom they were
 713 delivered with submittal of Contractor's monthly reports per Section 9.05.
 714 Contractor's monthly reports shall also include an inventory of Recycling Tote-
 715 Bags in stock.

- 716 3. Household Battery and Cell Phone Collection-

- 717 a. Multi-Family Residential Complexes with individual Recycling Carts for
 718 each dwelling unit. Contractor shall Collect Household Batteries and
 719 Cell Phones placed on top of the Recyclable Materials Cart in
 720 Contractor-provided or Customer-provided clear zip-close or tie-close
 721 plastic bags clearly marked "Used Batteries and Cell Phones."
 722 Customers will be notified to place all Household Batteries in a clear
 723 zip-close plastic bag; tape the contacts of button cell batteries; and
 724 wrap cell phones in paper (for protection) prior to placing in the plastic
 725 bag. While Customers will be encouraged to follow the participation
 726 parameters, Contractor shall be required to Collect the Household

727 Batteries and Cell Phones if Customers do not follow these
728 instructions.

729 b. Multi-Family Residential Complexes with ~~shared~~Individual, Shared, or
730 Centrally-stored Recycling Carts or Bins. Contractor shall provide one
731 (1) or more centrally located Containers for the accumulation of
732 Household Batteries and Cell Phones. The number and location of
733 the Containers and the frequency of Collection shall be mutually
734 agreed to between the Contractor and the Owner or manager of the
735 complex. In the event the Owner or property manager requests that
736 the materials be Collected on an on-call basis, Contractor shall provide
737 that service at no additional cost.

~~738 4. Universal Implementation to All Customers. If requested by Agency, Contractor~~
~~739 shall make all necessary arrangements to implement this service within one~~
~~740 hundred and twenty (120) days and ensure the service is implemented within the~~
~~741 time frame agreed to by Agency and Contractor. To maximize participation in~~
~~742 the Single-Stream Targeted Recyclable Materials Collection program, the~~
~~743 Contractor shall distribute Recyclable Materials Containers to all Multi-Family~~
~~744 Dwelling Customers unless the Customer has notified the Contractor that they~~
~~745 do not want to participate in the Targeted Recyclable Materials Collection~~
~~746 program.~~

~~747 Prior to distribution of the Targeted Recyclable Materials Containers, the~~
~~748 Contractor shall conduct a site assessment of each Multi-Family Residential~~
~~749 complex. The site assessment shall include a meeting with the Owner or~~
~~750 property manager to describe the Single Stream Recycling Program; an~~
~~751 evaluation of the components of the waste stream generated at the complex;~~
~~752 identification of the volumes and types of Targeted Recyclable Materials~~
~~753 Collected at the complex and the development of an estimate of the volume of~~
~~754 Single Stream Targeted Recyclable Material that could be Collected at the~~
~~755 complex. Based on the results of the site assessment, Contractor will develop~~
~~756 an estimate of the Recycling capacity needs of the complex.~~

~~757 Using the information obtained from the site assessment and prior to distribution~~
~~758 of the Targeted Recyclable Materials Containers, the Contractor shall mail each~~
~~759 Multi-Family Dwelling Customer a notice describing the "universal"~~
~~760 implementation of Single-Stream Targeted Recyclable Materials Collection; the~~
~~761 number and size of Containers the Contractor plans to deliver to the Multi-Family~~
~~762 Dwelling Complex (based on Contractor's estimate of the service volume needed~~
~~763 for the complex with a minimum of twenty (20) gallons per week per Multi-Family~~
~~764 Dwelling); and a description of how Customers can contact the Contractor and~~
~~765 request additional or different sized Containers or request not to participate in~~
~~766 the Targeted Recyclable Materials Collection program. If Contractor delivers~~
~~767 Targeted Recyclable Materials Collection Containers to a Multi-Family~~
~~768 Residential Complex and the Customer requests a change in the number or size~~
~~769 of Containers or states that they do not want to participate in the Collection~~
~~770 program, Contractor shall adjust the service level or remove the Collection~~
~~771 Containers within ten (10) Business Days of the Customer's request. For Multi-~~
~~772 Family Dwelling Customers that subscribe to Solid Waste Collection service~~
~~773 during the Term, Contractor shall automatically deliver and service Single-~~
~~774 Stream Recyclable Materials Collection Containers at the Multi-Family~~

~~Residential Complex unless the Customer specifically refuses to participate in the Targeted Recyclable Materials Collection program.~~

~~C4. Container Service Requirements. Container service requirements described for Multi-Family Solid Waste Collection in Sections 5.02.B.3 through 5.02.B.7 are applicable for Collection of Targeted Recyclable Materials from Multi-Family Premises.~~

D. Commercial Premises

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

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

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

- a. **Cart service.** Contractor shall allow Commercial Customers to use Carts for Targeted Recyclable Materials Collection. ~~Contractor shall provide each Customer with a choice of one (1) or more Carts as specified in Section 8.05.~~

- b. **Bin service.** Contractor shall allow Commercial Customers to use Bins for Targeted Recyclable Materials Collection. ~~Contractor shall provide each Customer with a choice of one (1) or more Bins as specified in Section 8.05.~~

- c. **Shared Cart or Bin service.** Contractor shall allow Commercial Customers to use Carts or Bins for Targeted Recyclable Materials Collection that are shared by the Occupants of two (2) or more Commercial Premises. In such case, Contractor shall provide one (1) or more Carts or Bins to such Premises as requested by Customer(s). ~~In order to minimize the impact or occurrence of illegal dumping and theft of Recyclable Materials, Contractor will provide to Customer at no additional cost, locks for enclosures used to store Containers or locks for Containers and ensure the enclosures or Containers are locked after providing Collection Service. Only Contractor, Agency, and the participating Customers will be provided with a key to the enclosures and access to the Containers. The service schedule will be prominently displayed on the enclosure and any changes in service will be displayed on the~~

~~enclosure by Contractor within one (1) Business Day of making the change. If the Carts or Bins are left "outside" in a designated area, each Container will be locked (keyed alike), and only Contractor staff, Agency staff, and the participating Customers will be provided with a key to access the Containers. At least once each calendar year, Contractor's route supervisor will visit each of the participating Customers with shared Containers, respond to any questions or concerns, check the areas for contamination, litter, or damage and change the lock and distribute new "keyed alike" keys to Agency staff and Customers.~~

- d. Drop Boxes and Compactors. Contractor shall allow Commercial Customers to use Drop Boxes or Compactors for Targeted Recyclable Materials. ~~In such case,~~ Contractor shall provide allow Customers ~~with a choice of Container capacities as specified in Section 8.05. Contractor shall offer Customers the option~~ to purchase or lease Compactors through ~~Contractor or~~ an outside vendor. Regular maintenance of Compactors shall be ~~provided~~required by ~~Contractor~~Customer (or outside vendor) as frequently as needed to keep the Compactors in good working order and functioning at high compaction levels.

3. ~~Universal Implementation of Container Service. Upon request by Agency, Contractor shall "universally" implement Single-Stream Requirements. Container service requirements described for Multi-Family Solid Waste Collection in Sections 5.02.B.3 through 5.02.B.7 are applicable for Collection of Targeted Recyclable Materials. Collection services to all from Commercial Customers in the same manner as that described for Multi-Family Customers pursuant to Section 5.03.B.4. Premises.~~

DE. Agency Facilities

1. General. Agency Facilities that subscribe to Solid Waste Collection service shall be entitled to Collection of Targeted Recyclable Materials ~~at no additional charge,~~ and Contractor shall provide the level of service required by Agency Facilities requesting Targeted Recyclable Materials Collection services, ~~and shall not bill Agency for such services.~~ The level of service Contractor shall provide includes: Single-Stream Targeted Recyclable Materials Collection or Source Separated Collection of cardboard, mixed paper, food and recyclable beverage containers, or other Targeted Recyclable Materials in a manner that best suits the needs of the Agency Facility.

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

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

- 867 a. Cart service. Contractor shall allow Agency Facilities to use Carts for
 868 Targeted Recyclable Materials Collection. Contractor shall provide each
 869 Customer with a choice of one (1) or more Carts as specified in Attachment
 870 D.
- 871 b. Bin service. Contractor shall allow Agency Facilities to use Bins for Targeted
 872 Recyclable Materials Collection. Contractor shall provide each Agency with
 873 a choice of one (1) or more Bins for each Agency Facility.
- 874 c. Centralized Cart or Bin service. Contractor shall allow Agency Facilities to
 875 use Carts or Bins for Targeted Recyclable Materials Collection that are
 876 shared by the Occupants of two (2) or more adjacent Agency Facilities. In
 877 such case, Contractor shall provide one (1) or more Carts or Bins to such
 878 Premises as requested by Agency.
- 879 d. Drop Boxes and Compactors. Contractor shall allow Agency Facilities to use
 880 Drop Boxes or Compactors for the Collection of Targeted Recyclable
 881 Materials. ~~In such case, Contractor shall provide allow Agency with a choice~~
 882 ~~of Container capacities as specified in Section 8.05. Contractor shall offer~~
 883 ~~Agency the option to purchase or lease Compactors through Contractor or~~
 884 ~~an outside vendor. Regular maintenance of Compactors shall be~~
 885 ~~provided required by Contractor Agency~~ (or outside vendor) as frequently as
 886 needed to keep the Compactors in good working order and functioning at
 887 high compaction levels.
- 888 3. Public Recycling Receptacles. Contractor shall Collect Recyclable Materials from
 889 public Recycling receptacles located on streets and parking lots, and from public
 890 Recycling receptacles in parks that are accessible for Curbside Collection.
 891 Contractor shall also Collect Recyclable Materials that are contained in bags or
 892 boxes and placed adjacent to public Recycling receptacles. These Collections will
 893 be made between one (1) and seven (7) Days per week, as determined by
 894 Agency. If Contractor concludes upon visual inspection that the Recyclables
 895 placed in (or adjacent to) the public Recyclables receptacles have a
 896 Contamination Level greater than that which is acceptable at the MRF, Contractor
 897 shall Collect the materials as Solid Waste. Contractor is responsible for notifying
 898 Agency if a public Recycling receptacle is inoperable within twenty-four (24) hours
 899 of observing or being notified of the defect. A list of public Recycling receptacles
 900 is included in Attachment B. If persistent contamination occurs in public Recycling
 901 receptacles then, at Contractor's request, appropriate Agency staff shall meet
 902 with Contractor to discuss ways to address the problem. Contractor shall not bill
 903 Agency for the services described in this paragraph.

904 5.04 ORGANIC MATERIALS COLLECTION

- 905 A. **Single-Family Dwelling.** Contractor shall Collect Source Separated Organic
 906 Materials from SFD once per week. Collection of Organic Materials, Targeted
 907 Recyclable Materials, and Solid Waste from the SFD shall occur on the same Day
 908 each week. Contractor shall provide each Customer with one (1) Cart to be used for
 909 storage and Collection of Organic Materials. ~~Customer can rent or~~
 910 ~~purchase~~ Customers may request additional Organic Materials Carts from Contractor
 911 for regular weekly Collection service, and Contractor shall ~~be entitled to bill~~ Customer
 912 as at Agency-approved Charges specified in Attachment Q. ~~Purchased Carts shall~~

~~become the property of Customer. Customer will be provided the opportunity to subscribe to service levels of additional Organics Materials Carts and shall be billed in accordance with Agency-approved rates for additional Organic Materials Carts service. The Contractor shall provide each Customer a Customer with a ninety-six (96) gallon Cart as specified in Attachment D, unless the Customer requests an alternative Cart size, in which case, the Contractor shall provide an alternative Cart as specified in Attachment D. ~~Approximately one (1) month prior to distribution of SFD Organic Material Carts, Contractor shall mail a notice to each SFD Customer indicating that the Customer will receive the default Organic Materials Cart size specified in Attachment D, unless the Customer responds to the notice (i.e., by mail, email, phone or website form) and requests an alternate Cart size by selecting the preferred size.~~~~

~~Contractor shall Collect Carts Curbside unless the Occupant is provided Special Handling or Backyard Collection Service. In such case, Contractor shall Collect from and return the Carts to the alternative service location (such as the side yard or backyard) specified by the Customer. Fees associated with Backyard Collection Service are included in Attachment Q.~~

~~Contractor shall provide each SFD with a Kitchen Pail at the inception of Collection services. Contractor must submit Kitchen Pail specifications (including material and design specifications, colors, and identification marks) to Agency for Agency's written approval prior to submitting the order to the manufacturer. For SFD Organic Materials Cart Collection, Contractor shall comply with the same Collection provisions specified for Solid Waste Cart Collection pursuant to Sections 5.02.A.2, 5.02.A.3, and 5.02.A.4.~~

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

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

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

- C. **Commercial Premises.** Commercial Customers shall have the option of voluntarily subscribing to Organic Materials or Plant Materials Collection services, and ~~shall pay~~ Contractor shall bill Customers for such service ~~in accordance with~~ Agency-approved Rates. Contractor shall provide Organic Materials or Plant Materials

960 Collection service to any and all Customers requesting service. Contractor shall
 961 Collect Organic Materials or Plant Materials from Commercial Premises that have
 962 subscribed to Organic Materials or Plant Materials Collection service as frequently as
 963 scheduled by Customer, but not less than once per week.

964 Contractor shall allow Commercial Customers to select a Collection service method
 965 that best suits the needs of its Premises. Specifically, the Contractor shall offer to
 966 Commercial Organic Materials or Plant Materials Customers the Containers and
 967 service choices that are ~~similar to that~~ offered for Commercial Solid Waste Collection
 968 pursuant to Section 5.02.C.

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

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

975 Contractor shall provide Organic Materials or Plant Materials Collection service to
 976 Agency Facilities requesting service. Contractor shall Collect Organic Materials or
 977 Plant Materials from Agency Facilities that have subscribed to Organic Materials or
 978 Plant Materials Collection service as frequently as scheduled by Agency, but not less
 979 than once per week.

980 Contractor shall allow Agency to select a Collection service method that best suits
 981 the needs of its Facilities. Specifically, the Contractor shall offer to Agency Facilities
 982 the service choices that are ~~similar to that~~ offered for ~~Commercial~~ Solid Waste
 983 Collection from Agency Facilities pursuant to Section 5.02.~~C-D~~.

984 E. **Holiday Tree Collection.** Contractor shall annually Collect Holiday Trees from
 985 Residential Premises from ~~December 26~~ January 2 through January 31. Contractor
 986 shall provide this service on the regularly scheduled Organic Materials Collection
 987 Day. Contractor will be required to Collect trees or pieces of trees, which are eight
 988 feet (8') or less in length, void of tinsel, lights, ornaments, other decorations, and
 989 metal or plastic stands (although flocked trees are acceptable)), and are placed
 990 adjacent to an Organic Materials Cart. Contractor shall make accommodations and
 991 provide Collection service for Customers who are unable to cut trees into lengths of
 992 eight feet (8') or less at no additional cost to the Customer ~~or~~ and shall not bill Agency
 993 for such services. After January 31, Contractor will be required to Collect trees placed
 994 inside an Organic Materials Cart. These Collection parameters apply to both Special
 995 Handling and Backyard Collection Service.

996 Contractor shall deliver a Bin or Drop Box for Holiday Tree Collection to Multi-Family
 997 Residential Complexes upon request of the Owner or property manager. Contractor
 998 shall provide this Collection service annually commencing January 2 and shall
 999 continue to provide this service as long as requests are submitted to Contractor, at
 1000 no additional cost to Customer(s) ~~or~~ and shall not bill Agency for such services. The
 1001 location for delivery of the Bin or Drop Box shall be agreed upon by the Owner or
 1002 property manager, and Contractor shall remove the Bin or Drop Box, or Collect the
 1003 trees loose, on the date requested by the Owner or property manager. If the use of
 1004 a Bin or Drop Box is not feasible, Contractor shall Collect the uncontainerized Holiday
 1005 Trees from one (1) or more designated consolidation locations (e.g., adjacent to a

1006 Solid Waste enclosure) at each Multi-Family Residential Complex as determined by
 1007 the Owner or property manager. Contractor shall be required to Collect all trees or
 1008 pieces of trees, which are eight feet (8') or less in length, void of tinsel, lights,
 1009 ornaments, other decorations, and metal or plastic stands (although flocked trees are
 1010 acceptable) and are placed in the Bin or Drop Box or at the agreed upon location.
 1011 Contractor shall make accommodations and provide Collection service for Customers
 1012 who are unable to cut trees into lengths of eight feet (8') or less at no additional cost
 1013 to the Customer ~~and shall not bill~~ Agency for such services.

1014 Prior to December of each year, Contractor shall notify all Multi-Family Dwelling
 1015 Customers of this program and explain the limitations to the program, the dates of
 1016 service, and any materials preparation or participation requirements, including the
 1017 option to order a Bin or Drop Box, or Collect the trees loose from designated
 1018 Collection locations. To encourage participation in this program, Contractor shall not
 1019 charge Customers an additional fee for this service.

1020 **5.05 ~~SINGLE-FAMILY AND MULTI-FAMILY TWICE ANNUAL RESIDENTIAL~~ ON-CALL**
 1021 **~~CURBSIDE BULKY ITEM COLLECTION SERVICE~~**

1022 A. **SFD General**. Contractor shall provide two (2) separate On-Call Curbside Bulky Item
 1023 Collection Service events to each Single-Family Dwelling Residential Premise
 1024 annually upon ~~Owner or Occupant's request. Contractor will~~Owner's or Occupant's
 1025 request at no cost to the Customer. Customer may request additional Bulky Item
 1026 Collection service events; and, Contractor shall bill for the additional service at
 1027 Agency-approved Charges in Attachment Q. Contractor shall schedule the On-Call
 1028 Bulky Item Collection Service events on the regularly scheduled Solid Waste
 1029 Collection Day for Single-Family Dwellings, no more than ten (10) Business Days
 1030 after the ~~Owner~~Owner's or Occupant's request: subject to the conditions specified in
 1031 Section 5.05.H.

1032 B. **MFD General**. Contractor shall provide two (2) separate On-Call Curbside Bulky Item
 1033 Collection Service events to each Multi-Family Residential Complex annually upon
 1034 Owner's or property manager's request: at no cost to the Owner or property manager.
 1035 Owner or property manager may request additional Bulky Item Collection service
 1036 events; and, Contractor will~~shall~~ bill for the additional service at Agency-approved
 1037 Charges specified in Attachment Q. Contractor shall schedule ~~the~~ On-Call Curbside
 1038 Bulky Item Collection Service events no more than ten (10) Business Days after the
 1039 Multi-Family Residential Complex ~~Owner~~Owner's or property manager's request
 1040 subject to the conditions specified in Section 5.05.H. Contractor will be required to
 1041 accommodate the Multi-Family Residential Complex's on-site constraints to ensure
 1042 convenient and safe collection events in an effort to maximize diversion and minimize
 1043 environmental impacts.

1044 Contractor shall assist Owners and property managers of Multi-Family Residential
 1045 Complexes with scheduling events to effectively and efficiently provide the volume of
 1046 Collection service to which the complex is entitled annually based on the number of
 1047 Residential Premises at the complex. The provision of On-Call Collection of Bulky
 1048 Items is not intended to encourage or permit Multi-Family Residential Premises to
 1049 reduce the level of regularly scheduled Solid Waste Collection service that has been
 1050 previously provided to the complex. If Contractor, in its reasonable business

1051 judgment, concludes that an Owner or property manager of a Multi-Family Residential
 1052 Complex is requesting On-Call Bulky Item Collection in order to reduce its historical
 1053 level of regular Solid Waste Collection service, Contractor may present a factual
 1054 report to Agency in support of an application to decline further requests for On-Call
 1055 Bulky Item Collection events at that complex for the remainder of the calendar year.
 1056 Within thirty (30) Days, Agency will review the application and report and determine
 1057 whether Contractor may decline all subsequent requests from that complex for that
 1058 calendar year or may limit the number of On-Call Bulky Item Collection events it must
 1059 provide. Until Agency makes, and notifies Contractor of, its determination, Contractor
 1060 is not required to provide additional On-Call Bulky Item Collection service events to
 1061 the complex in question.

1062 **C. Scheduling of Events.** Contractor ~~will~~shall allow the scheduling of On-Call Bulky
 1063 Item Collection Service events from February 1 through December 31 of each Rate
 1064 Year. Contractor may provide additional On-Call Bulky Item Collection Service
 1065 events for a Customer beyond two (2) per Rate Year, and shall ~~be entitled to bill~~
 1066 Customer as Customers for additional service at Agency-approved Charges specified
 1067 in Attachment Q. Contractor is required to notify Customer if they have already
 1068 received the annually allocated two (2) Collection events within one (1) Business Day
 1069 of Customer request. If Contractor fails to notify Customer that they have received
 1070 the annually allocated two (2) Collection events, Contractor shall provide the service
 1071 and is not entitled to additional Contractor's Compensation from Customer or Agency
 1072 for a third or subsequent On-Call Bulky Item Collection Service event.

1073 **BD. Accepted Materials.** Residential Premises may place Solid Waste, Recyclable
 1074 Materials, and/or Organic Materials for Collection with the following allowances:

- 1075 1. Solid Waste, Targeted Recyclable Materials, Organic Materials – Up to two (2)
 1076 cubic yards of materials per event, provided that such materials, except as set
 1077 forth below have been bagged, boxed, bundled, or containerized by the
 1078 Customer.

1079 **22. The Customer may place up to three (3) large items from the categories below:**

- 1080 **a.** Major Appliances – One (1) large appliance per event (e.g., washing
 1081 machine, clothes dryer, refrigerator, freezer).
- 1082 **3b.** Bulky Items – One (1) large Bulky Item per event (e.g., reusable furniture,
 1083 mattresses, four tires).
- 1084 **4c.** E-Scrap – One (1) item per event (e.g., a computer, computer monitor, or
 1085 television).

1086 Contractor shall reject: liquids or sludge; dirt, rock, concrete or asphalt; materials
 1087 which exceed five (5) feet in length; commercial-sized refrigerators or freezers;
 1088 Construction and Demolition Debris; Hazardous Waste; or Infectious Waste.
 1089 Contractor may reject any individual item that weighs more than two-hundred (200)
 1090 pounds (excluding Major Appliances) unless Customer has paid, or has agreed in
 1091 advance to pay, an additional fee for service- at Agency-approved Charges specified
 1092 in Attachment Q. Contractor may reject un-containerized Discarded Materials with
 1093 the exception of Major Appliances, Bulky Items, E-Scrap, and large pieces of Organic
 1094 Material such as tree limbs and dimensional lumber.

1095 **CE. Recycling and Reuse.** Contractor shall Collect materials in a manner that
1096 maximizes reuse, Recycling, composting, and diversion of materials from Disposal.
1097 Contractor shall make reasonable efforts to ensure that diversion goals are met or
1098 exceeded. Disposal of materials shall be the Contractor’s last option. At a minimum,
1099 Contractor shall divert from Disposal: cardboard, E-Scrap, useable furniture, Major
1100 Appliances, mattresses, Organic Materials, wood waste, and other reusable or
1101 Recyclable Materials.

1102 **DE. Handling Major Appliances.** Major Appliances, Universal Waste, and E-Scrap shall
1103 be reused, Recycled, or Disposed by Contractor in accordance with requirements of
1104 Applicable Law ~~and in accordance with the State of California Department of Toxic~~
1105 ~~Substances Control and California Integrated Waste Management Board~~
1106 ~~regulations.~~ Any changes to such regulations made after ~~the Effective Date~~ January
1107 1, 2011 shall be addressed as though they are a Change in Law in accordance with
1108 Section 11.05.

1109 **EG. Collection and Processing Methods.**
1110 ~~— A Route Supervisor will visit each On-Call Bulky Item Collection location on the~~
1111 ~~morning of the scheduled Collection Day to evaluate the material being placed at~~
1112 ~~Curbside for Collection, and to verify that its Collection has been assigned to the~~
1113 ~~proper Collection vehicle.~~ All materials that can be handled by the SFD Single-Stream
1114 Recycling, Organic Materials, or Solid Waste route Collection vehicle would be
1115 assigned to one of these vehicles for Collection, with the goal of maximizing diversion.
1116 All Collection of Bulky Items will be assigned for Collection by a flatbed truck Collection
1117 vehicle, and the driver will segregate items Collected according to their suitability for:
1118 (1) reuse or Recycling, and (2) Disposal, prior to their transport to the SRDC Shoreway
1119 Recycling and Disposal Center for processing. Any remaining items will be Collected
1120 by a dispatched ~~rear-loader truck Collection vehicle~~. Contractor shall utilize these
1121 procedures and vehicles in a manner that provides the maximum diversion of the
1122 material Collected from the On-Call Bulky Item Collection Service event.

1123 **~~5.06 AGENCY FACILITY ANNUAL ON-CALL BULKY ITEM COLLECTION SERVICE~~**

1124 ~~Contractor shall provide all Agency Facilities an Annual On-Call Bulky Item Collection~~
1125 ~~service event.~~ **H. Maximum Number of Daily Events.** Contractor shall schedule up
1126 ~~to a maximum of one hundred fifty (150) On-Call Curbside Bulky Item Collection~~
1127 ~~Service events per service day for the SBWMA Service Area (“daily limit”). The~~
1128 ~~maximum number of daily events includes On-Call Bulky Item Collection Service~~
1129 ~~events provided to both Single-Family and Multi-Family Residential Complexes, and~~
1130 ~~those events provided at no charge and events paid for by the Customer, Owner, or~~
1131 ~~property manager. Contractor shall schedule On-Call Curbside Bulky Item Collection~~
1132 ~~Service events no more than ten (10) Business Days after the Owner’s or Occupant’s~~
1133 ~~request up to the maximum number of daily events. Upon reaching the maximum~~
1134 ~~number of daily events, requested On-Call Curbside Bulky Item Collection Service~~
1135 ~~event shall be scheduled on the next available regularly scheduled Solid Waste~~
1136 ~~Collection Day.~~

1137 SBWMA may adopt an allocation system for On-Call Bulky Item Collection Service
1138 events, in order to allocate the “daily limit” for such events among Member Agencies.
1139 If adopted, Contractor shall comply with the allocation system.

The Agency agrees not to assess Liquidated Damages if Contractor does not meet the ten (10) Business Day requirement if the delay has resulted from (i) the volume of On-Call Bulky Item Collection events being in excess of the “daily limit” for the SBWMA Service Area or Agency, or (ii) the Customer’s request to schedule the event on a date more than ten (10) Business Days in the future.

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

5.06 AGENCY FACILITY ON-CALL BULKY ITEM COLLECTION SERVICE

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

A. Frequency of Service.

Contractor shall provide this service to each Agency Facility annually.

B. Service Level/Accepted Materials.

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

1. Solid Waste – Contractor shall provide a six (6) cubic yard or smaller Bin upon request.
2. Recyclable Materials, Organic Materials – Up to two (2) cubic yards of materials per event, provided that such materials, except as set forth below have been bagged, boxed, bundled, or containerized by the Customer.

23. The Agency may place up to three (3) large items from the categories below:

- a.** Major Appliances – One (1) large appliance per event (e.g., washing machine, clothes dryer, refrigerator, freezer).
- 3b.** Bulky Items – One (1) large Bulky Item per event (e.g., reusable furniture, mattresses, four tires).
- 4c.** E-Scrap – One (1) item per event (e.g., a computer, computer monitor, or television).

Contractor shall reject: liquids or sludge; dirt, rock, concrete, or asphalt; materials which exceed five (5) feet in length; commercial-sized refrigerators or freezers; Construction and Demolition Debris; Hazardous Waste; or, Infectious Waste. Contractor may reject any individual item that weighs more than two-hundred (200) pounds (excluding Major Appliances) unless Customer has paid, or has agreed in advance to pay an additional fee for service at Agency-approved Charges specified in Attachment Q, and Contractor may reject un-containerized Discarded Materials

1182 with the exception of Major Appliances, Bulky Items, E-Scrap, and large pieces of
 1183 Organic Material such as tree limbs and dimensional lumber.

1184 5.07 CONFIDENTIAL DOCUMENT DESTRUCTION SERVICE EVENT

1185 The SBWMA will take the lead in scheduling one confidential document destruction
 1186 service event for each Member Agency annually at no additional cost to Agency or
 1187 Customers. ~~Upon receipt of The SBWMA will hire and pay for a request to schedule a~~
 1188 ~~confidential third party document destruction event by Agency or SBWMA, Contractor shall~~
 1189 ~~schedule service provider to service the event within ten (10) Business Days. Contractor,~~
 1190 ~~The document destruction service provider shall provide adequate equipment and staffing~~
 1191 ~~necessary for the event and shall ensure full destruction of confidential documents and~~
 1192 ~~other materials delivered by Customers to the site of the event. Upon request from Agency,~~
 1193 ~~Contractor shall provide additional events and shall be compensated by Agency as~~
 1194 ~~specified in Attachment Q Contractor shall reimburse the SBWMA for the cost of one~~
 1195 ~~confidential document destruction event per Member Agency per year, up to maximum of~~
 1196 ~~one thousand two hundred dollars (\$1,200.00) per event, but otherwise shall have no~~
 1197 ~~involvement with the event. The cost reimbursement amount shall be adjusted annually~~
 1198 ~~commencing with Rate Year Twelve (2022) by one hundred percent (100%) of the Annual~~
 1199 ~~Index Change in CPI-U, as defined in Attachment K.~~

1200 5.08 COLLECTION FOR LARGE VENUES AND COMMUNITY EVENTS

1201 Contractor shall provide Collection services, upon request, to any Venue and Community
 1202 Event within Service Area. Specifically, Contractor shall provide, at a minimum, Solid
 1203 Waste and Targeted Recyclable Materials Collection services, and shall also provide
 1204 Organic Materials Collection services if one (1) cubic yard or more of Organic Material is
 1205 generated per day at the Venue or Community Event. Contractor shall provide Collection
 1206 as frequently as requested by the Agency or the Community Event organizer. Contractor
 1207 shall provide an adequate number and type of Collection Container(s) for the Venue or
 1208 Community Event and shall coordinate its Collection services with Agency or Community
 1209 Event organizer. Containers shall be appropriately labeled to collect Solid Waste,
 1210 Recyclable Materials, or Organic Material, per the requirements specified by the SBWMA.
 1211 Upon request of the Agency or the Community Event organizer, Contractor shall provide
 1212 an adequate number of its employee(s) for each Community Event to ensure all Solid
 1213 Waste, Recyclable Materials, and Organic Materials Collection locations (i.e., Containers
 1214 that are placed on-site for use by event patrons) are kept clean and uncontaminated; to
 1215 empty or exchange Containers as the need arises; and to respond to overages or spills.

1216 Within ten (10) Business Days of Contractor receiving a request to supply an Community
 1217 Event with Solid Waste, Targeted Recyclable Materials, and Organic Materials Collection
 1218 services, the Contractor will either meet with or schedule a meeting with the Community
 1219 Event organizer to discuss the Community Event's parameters, including location, number
 1220 of people attending, type of Community Event, type of food being provided, and other
 1221 related issues. Once parameters of the Community Event are determined, proper
 1222 Containers will be provided by Contractor, with emphasis on Recycling and diversion of
 1223 the materials generated.

1224 Contractor shall also supply and staff an information booth at each Venue and Community
 1225 Event, upon request from Agency. In addition, Contractor shall prepare and distribute
 1226 information to the public at Venues and Community Events describing the Collection

options available at the Venue or Community Event and promoting Recycling programs in the Agency, upon request from Agency. All information prepared for distribution to Venues and Community Events shall be approved by Agency prior to distribution. The Contractor shall report the Tonnage of material Collected at each Venue and Community Event to the Agency and, upon Agency request, to the Community Event organizer.

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

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

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

5.09 ABANDONED WASTE CLEANUP COLLECTION SERVICE

A. General. Contractor shall provide abandoned waste cleanup Collection service to Agency as provided herein. Contractor shall schedule up to a maximum of thirty (30) abandoned waste Collection events per service day for the SBWMA Service Area.

1269 Contractor shall make every effort to collect abandoned waste within one (1) Business
 1270 Day of being notified by Agency, SBWMA, Customer, or Contractor's vehicle drivers
 1271 and route supervisors of the occurrence of abandoned waste or illegal dumping, ~~at~~
 1272 ~~no additional cost to Agency or Customer. If a report of .~~ Upon reaching the maximum
 1273 thirty (30) events, Collection of abandoned waste ~~or illegal dumping is received event~~
 1274 shall be scheduled and performed by Contractor ~~from a party other than Agency,~~
 1275 ~~Contractor shall notify Agency of the reported location within one (1) Business Day~~
 1276 ~~and shall notify Agency of on~~ the ~~estimated or actual time Contractor Collected the~~
 1277 ~~material or will Collect the material. This next available~~ service day. This service shall
 1278 require Contractor to Collect ~~all~~ abandoned or illegally dumped Solid Waste,
 1279 Recyclable Materials, and Organic Materials. This service does not include Collection
 1280 of litter or litter abatement activities.

1281 Contractor shall notify the SBWMA and Agency when the daily average number of
 1282 events reaches twenty-five (25) events, where the daily average is calculated on a
 1283 weekly basis. When this threshold occurs, Parties shall meet and confer to agree on
 1284 a strategy for handling the volume of abandoned waste Collection events.

1285 **B. Materials to be Collected.** Contractor shall only be required to Collect abandoned
 1286 waste materials of the types that Contractor is required to Collect under the On-Call
 1287 Bulky Item Collection program, as specified in Section 5.05.D. Abandoned waste
 1288 shall only be Collected by Contractor in public right of ways, and Contractor shall not
 1289 be responsible for any Collection of abandoned waste materials that are on private
 1290 properties or easements where ownership of properties are in question or shared.

1291 **C. Collection Protocols.** For abandoned Recyclable Materials, Organic Materials, and
 1292 Solid Waste, Contractor shall dispatch its regular route drivers to provide Collection
 1293 service. For Bulky Items, Contractor shall dispatch a ~~flatbed truck~~ Collection vehicle
 1294 capable of Collecting the Bulky Items to provide the Collection service. For other items
 1295 including, but not limited to, Hazardous Waste, Household Hazardous Waste, and
 1296 Sharps, Contractor shall promptly notify Agency.

1297 **D. Processing.** All abandoned or illegally dumped materials Collected by Contractor
 1298 shall be transported to ~~the SRDC~~ Shoreway Recycling and Disposal Center for
 1299 processing, with the exception of scrap metal, and all related diversion statistics
 1300 ~~will~~ shall be included in the appropriate reports to the Agency for all materials
 1301 Collected. Contractor shall be allowed to transport scrap metal directly to a licensed
 1302 scrap metal recycler. Contractor shall, to the greatest extent possible, deliver all
 1303 reusable non-metal abandoned waste items to organizations such as Society of St.
 1304 Vincent de Paul and Goodwill Industries, or other organizations as directed by
 1305 Agency.

1306 **E. Agency-Specific Reporting.** The Agency may request Contractor to interface with
 1307 an Agency-specific web-based application for reporting completion of abandoned
 1308 waste collections. In such case, Agency shall compensate Contractor on an annual
 1309 basis for this additional effort at a rate to be mutually agreed by Agency and
 1310 Contractor.

1311 5.10 COATS FOR KIDS PROGRAM

1312 If requested by Agency, Contractor shall implement a "Coats for Kids Program" annually
 1313 at no additional cost to ~~Agency or Customers~~ and shall not bill Agency for such services.
 1314 The program shall consist of Contractor's drivers Collecting coats from Customers on their

1315 route over a one (1) to two (2) week period during the fall, as well as from Collection
 1316 Containers placed by Contractor in various public locations specified by Agency, such as
 1317 libraries, City Hall, and businesses. The coats collected through this program will be sorted
 1318 and laundered by Contractor, and arrangements made by Contractor for distribution to a
 1319 local non-profit organization, such as the Family Services Agency. Prior to the
 1320 implementation of the program, Contractor shall present a detailed program plan to
 1321 Agency for review and approval. All related diversion statistics ~~will~~shall be included in the
 1322 appropriate reports to the Agency. Annually, no later than sixty (60) Days prior to the start
 1323 of the program, Contractor shall ~~be required to announce when Agency will be provided~~
 1324 notice ~~each year~~Agency regarding the program start and end date ~~by sixty days prior to~~
 1325 ~~the start of the program.~~

1326
 1327 The general scope of outreach that ~~will~~shall be conducted in order to properly promote the
 1328 program shall include, but not ~~be~~ limited to promotion on websites, and distribution of
 1329 media such as flyers and press releases.

1330 5.11 COMPOST GIVE-AWAY

1331 Contractor ~~will~~shall coordinate with the Agency to host “Bring Your Own Bucket” (BYOB)
 1332 giveaway of compost to residents. Contractor ~~will~~shall take the lead in organizing the
 1333 delivery of compost by SBROperator to either Shoreway Environmental Center (if
 1334 Contractor is delivering ~~#~~compost in a Drop -Box) or directly to the event (by
 1335 SBROperator). The BYOB compost giveaway ~~will~~shall provide residents with free compost
 1336 to enrich their gardens while also educating residents on the benefits of home composting.
 1337 ~~In addition~~If included in the Three-Year Public Education Plan as a requirement,
 1338 Contractor representatives ~~will~~shall be on hand to distribute Recycling guides and other
 1339 educational material promoting waste reduction and Recycling. Contractor is required to
 1340 deliver to Agency thirty (30) cubic yards of compost annually in one (1) or two (2) deliveries
 1341 ~~at no additional cost for the BYOB events and/or for use at Agency facilities and shall not~~
 1342 ~~bill Agency for such services.~~ Agency shall schedule events as far in advance as possible.
 1343 Contractor can only schedule up to four (4) events in any weekend and lead-time is
 1344 needed to ensure adequate promotion of the event. The SBWMA will take the lead
 1345 promoting the BYOB events. If Agency requests delivery of more than thirty (30) cubic
 1346 yards of compost annually, Contractor shall provide the delivery and bill Agency the
 1347 Charge specified in Attachment Q or Contractor shall be entitled to an increase in
 1348 Contractor’s Compensation for the Rate Year that the compost is delivered to Agency
 1349 based on the ~~costs~~Charge specified in Attachment Q.

1350 ~~5.12 FEE FOR SERVICE ON-CALL BULKY ITEM COLLECTION~~

1351 ~~In addition to collections provided under Section 5.05 and Section 5.06, Contractor shall~~
 1352 ~~Collect Bulky Items from Single-Family, Multi-Family, and Commercial Customers and~~
 1353 ~~Agency Facilities and shall charge Customers the Rate established by Agency, which will~~
 1354 ~~cover the cost of service. The cost of service in 2011 is specified in Attachment Q.~~
 1355 ~~Contractor will schedule fee for service On-Call Bulky Item Collection service on the~~
 1356 ~~Customer’s regularly scheduled Collection Day or a Business Day scheduled by~~
 1357 ~~Contractor, no more than ten (10) Business Days after Customer’s request. The fee for~~
 1358 ~~service On-Call Bulky Item Collection Service shall be limited to Collection of Bulky Items,~~
 1359 ~~Major Appliances, and E-Scrap.~~

1360 ~~When a Commercial Customer calls to request and schedule the collection of Bulky Items,~~
 1361 ~~Contractor shall ask the caller to describe the items to be collected, and will provide the~~
 1362 ~~caller with an estimate of the cost to provide the service, based on Rates established by~~
 1363 ~~Agency.~~

1364 ~~If Contractor determines that the volume of the described items can be accommodated in~~
 1365 ~~a single load on a flatbed boom truck equipped with a hydraulic lift tailgate, Contractor~~
 1366 ~~shall instruct the caller to set out the items for pickup on the next regular Solid Waste~~
 1367 ~~Collection Day at a location where Solid Waste Collection occurs for the Customer, or at~~
 1368 ~~an alternative nearby location that avoids interference with regular Solid Waste,~~
 1369 ~~Recyclable Materials, or Organic Materials Collection service.~~

1370 ~~If Contractor determines the volume of the described items cannot be accommodated in~~
 1371 ~~a single load on a flatbed boom truck, Contractor shall schedule a site visit and meet with~~
 1372 ~~the Customer within five (5) Business Days to: (1) develop a plan for the most effective~~
 1373 ~~mode and location for Collection service, and (2) schedule the Collection service event.~~

1374 **5.12 RESERVED**

1375 **5.13 COMMUNITY DROP-OFF EVENTS**

1376 Upon request by Agency, Contractor shall hold drop-off events at a location selected by
 1377 the Agency to allow Residential Customers to drop off acceptable materials. Acceptable
 1378 materials, which shall be determined by the Agency, may include one or more of the
 1379 following: E-Scrap, Universal Waste, Recyclable Materials, Organic Materials, and Solid
 1380 Waste.

1381 A. General Requirements. Contractor shall promote, manage, staff, and operate drop-
 1382 off event(s) for Residential Customers scheduled for one (1) weekend Day (i.e.,
 1383 Saturday or Sunday) or two (2) consecutive weekend Days upon request from
 1384 Agency.

1385 The Agency shall approve the date of the drop-off event and all advertisements or
 1386 public announcements related to such event. Contractor shall promote the event by
 1387 preparing Billing inserts to be included in each Customer's Bill and by advertising in
 1388 a minimum of two local area newspapers as approved by the Agency.

1389 Contractor shall manage, staff, and supervise the event. Contractor shall provide
 1390 traffic control and signage; inspect materials delivered to the event; separate
 1391 materials; document each material type and quantity; transport Collected materials
 1392 to reuse, processing, or Disposal locations; and clean up the location at the end of
 1393 the event.

1394 Contractor shall not charge Customers delivering materials to the event.

1395 B. Accepted Materials. Customers may deliver and Contractor shall accept Major
 1396 Appliances, Bulky Items, Source Separated Targeted Recyclable Materials, Source
 1397 Separated Organic Materials, tires (i.e., four (4) per Customer, removed from rims,
 1398 no commercial tires), clean unpainted wood, Construction and Demolition Debris,
 1399 Universal Waste, E-Scrap, and Solid Waste. Contractor shall be allowed to reject:
 1400 liquids or sludge; cement; dirt; asphalt; concrete; Hazardous Waste; or Infectious
 1401 Waste. Contractor shall not establish a limit on the volume or weight of materials that
 1402 a Customer may bring for Collection.

- 1403 C. Participants. Contractor shall verify Residents live in the Agency by reviewing a
1404 driver's license or utility bill.
- 1405 D. Event Hours. Contractor shall accept materials from Residential Customers over one
1406 (1) weekend Day (i.e., Saturday or Sunday) or two (2) consecutive weekend Days
1407 from 8:00 a.m. to 5:00 p.m.
- 1408 E. Recycling and Reuse. Contractor shall Collect materials in a manner that maximizes
1409 reuse, Recycling, composting, and diversion of materials from Disposal. Contractor
1410 shall make reasonable efforts to ensure that diversion goals are met or exceeded.
1411 Contractor shall separate Recyclable Materials and Organic Materials and transport
1412 such materials to the Designated Transfer and Processing Facility or an alternative
1413 processing site with advance authorization from Agency. Contractor shall coordinate
1414 with re-use vendor(s) to have a representative present at the drop-off event to accept
1415 donated clothes or other reusable items. Disposal of materials shall be the
1416 Contractor's last option.
- 1417 F. Handling Major Appliances. Major Appliances shall be reused, Recycled, or
1418 Disposed by Contractor in accordance with requirements of Applicable Law. Any
1419 changes to such regulations made after ~~the Effective Date~~ January 1, 2011 shall be
1420 addressed as though they are a Change in Law in accordance with Section 11.05.
- 1421 G. Scheduling Community Drop-Off Events. Upon request from Agency, Contractor
1422 shall promote, manage, staff, and operate community drop-off events described in
1423 this Section. If Agency exercises such right, it shall provide written notice to
1424 Contractor at least three (3) months before the first day of the requested drop-off
1425 event. ~~The Contractor's Compensation attributable to Agency shall compensate~~
1426 ~~Contractor~~ for such service ~~shall be~~ based on Contractor's ~~proposed cost,~~
1427 ~~provided~~ Charge specified in Attachment Q.
- 1428 H. Confidential Document Destruction Service. If requested by Agency, Contractor shall
1429 provide confidential document destruction service at the drop off event(s). Contractor
1430 ~~will~~ shall provide adequate equipment and staffing necessary for the event and shall
1431 ensure full destruction of confidential documents and other materials delivered by
1432 Customers at the site of the event. This service ~~will~~ shall be provided by Contractor
1433 at no additional cost to ~~the Agency or Customers~~ and shall not bill Agency for such
1434 services.

1435 ~~5.14 — WEEK-LONG AGENCY-WIDE BULKY ITEMS COLLECTION SERVICE EVENT~~

1436 ~~Upon request by Agency, Contractor shall hold a one (1) week-long Agency-wide Bulky~~
1437 ~~Items Collection service event for Residential Customers. Agency shall select the dates~~
1438 ~~of the event and provide Contractor four (4) months' notice to provide this service.~~
1439 ~~Contractor shall schedule these events for SBWMA Member Agencies on a first come,~~
1440 ~~first serve basis, such that Contractor shall not be required to provide more than one (1)~~
1441 ~~event any given week. The acceptable materials and participation requirements for the~~
1442 ~~week-long Agency-wide Bulky Items Collection service event shall be the same as~~
1443 ~~specified in section 5.05. Customers shall be provided this service on their regularly~~
1444 ~~scheduled Solid Waste Collection Day. Contractor shall be entitled to increase~~
1445 ~~Contractor's Compensation attributable to Agency pursuant to the costs specified in~~
1446 ~~Attachment Q for the Rate Year that this service is provided with its submittal of the annual~~
1447 ~~Application.~~

5.14 MIXED USE BUILDINGS

- 1448
- 1449 A. **General.** Contractor shall provide Solid Waste, Targeted Recyclable Materials, and
- 1450 Organic Materials Collection services to Mixed Use Building Customers in
- 1451 accordance with the requirements for provision of these services to Commercial
- 1452 Customers pursuant to Sections 5.02.C, 5.03.D, and 5.04.C. Contractor shall work
- 1453 cooperatively with the Owner or property manager of the Mixed Use Building to agree
- 1454 on the type and size of Containers to be provided and whether or not the Commercial
- 1455 and Residential portions of the Mixed Use Building will share service or have
- 1456 designated Containers for Collection.
- 1457 B. **Service Capacity.** For the Residential Premises of the Mixed Use Buildings,
- 1458 Contractor shall provide no less than ninety-six (96) gallons per week of Solid Waste
- 1459 Container capacity for every five (5) Residential dwelling units. At a minimum,
- 1460 Contractor shall provide twenty (20) gallons per week of Container capacity for
- 1461 Single-Stream Targeted Recyclable Materials Collection for every Residential
- 1462 dwelling at the Mixed Use Building.
- 1463 C. **Recycling Tote Bags.** Contractor shall provide the Residential Premises units of the
- 1464 Mixed Use Building with Recycling Tote Bags in accordance with the Multi-Family
- 1465 Recycling Tote Bags requirements pursuant to Section 5.03.C.2.
- 1466 D. **Household Battery and Cell Phone Collection.** Contractor shall provide the
- 1467 Residential Premises of the Mixed Use Building with Household Battery and Cell
- 1468 Phone Collection in accordance with the Multi-Family Household Battery and Cell
- 1469 Phone Collection service requirements pursuant to Section 5.03.C.3.
- 1470 E. **Bulky Item Collection.** Contractor shall provide the Residential Premises of the
- 1471 Mixed Use Building with two (2) annual On-Call Bulky Item Collection Service events
- 1472 per Mixed Use Building in accordance with the Multi-Family On-Call Bulky Item
- 1473 Collection service requirements pursuant to Section 5.05. Such service must be
- 1474 requested by the Owner or property manager.
- 1475 F. **Recycling Promotion.** Contractor shall provide the Residential Premises of the
- 1476 Mixed Use Building with the Recycling promotion services that are provided to Multi-
- 1477 Family Dwellings under Section 7.05, and shall provide the Commercial units of the
- 1478 Mixed Use Building with the Recycling promotion services that are provided to
- 1479 Commercial Premises under Section 7.04.
- 1480 G. **Holiday Tree Collection.** Contractor shall provide Holiday Tree Collection Service
- 1481 to Residential Premises of the Mixed Use Building in accordance with the Multi-
- 1482 Family Holiday Tree Collection Service requirements in Section 5.04.E.
- 1483 H. **Other**
- 1484 1. **Conflict.** The Parties acknowledge that Mixed Use Building is a new category
- 1485 and that Mixed Use Buildings may be coded in Contractor's software system as
- 1486 Multi-Family Residential Complexes, as Commercial Customers, or (in the event
- 1487 of separate accounts for the Residential and Commercial parts of the Premises)
- 1488 as both. In the event of any conflict between the provisions of this Agreement
- 1489 relating to Mixed Use Buildings, on the one hand, and those relating to Multi-
- 1490 Family Residential Complexes or Commercial Premises, on the other hand, the
- 1491 provisions relating to Mixed Use Buildings shall govern.

1492
1493
1494
1495
1496
1497
1498
1499
1500
1501
1502

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

ARTICLE 6 TRANSPORTATION

1503
1504

1505 6.01 TRANSPORTATION OF COLLECTED MATERIALS

1506 Contractor shall transport and deliver all Solid Waste, Source Separated Targeted
1507 Recyclable Materials, Used Motor Oil, Used Motor Oil Filters, Household Batteries, Cell
1508 Phones, Bulky Items, Abandoned Waste, and Organic Materials Collected under this
1509 Agreement to the Designated Transfer and Processing Facility. Once Collected materials
1510 are deposited by Contractor at the Designated Transfer and Processing Facility, such
1511 materials shall become the property of SBWMA or Operator. The Contractor is not
1512 responsible for providing processing services except as provided in Section 6.04.

1513 6.02 LIMITATIONS ON CONTAMINATION

1514 A. **General.** The Agency is required by the Act and other State legislation/regulations
1515 (such as, but not limited to, AB 341, AB 1594, AB 1826, SB 1061, and SB 1383) and
1516 its implementing regulations to divert a substantial portion of Solid Waste generated
1517 by residents, businesses, and institutions within its Service Area from Disposal at a
1518 landfill. In order to accomplish this, the Agency, through the SBWMA, is makinghas
1519 made a major investment in new recycling equipment and facilities at ~~the~~ Shoreway
1520 Recycling and Disposal Center. In order for that equipment to operate efficiently, the
1521 amount of Contamination in loads of Recyclable Materials, Organic Materials, and
1522 Plant Materials delivered to ~~the~~ Shoreway Recycling and Disposal Center must be
1523 limited to specific levels. Moreover, higher levels of Contamination can make
1524 processed Recyclable Materials unmarketable or substantially reduce the price that
1525 purchasers are willing to pay. The cost that the SBWMA must charge users of ~~the~~
1526 Shoreway Recycling and Disposal Center (including Agency) is directly affected by
1527 the amount of revenue generated by sales of Recyclable Materials processed by its
1528 Operator. Therefore, for both environmental and financial reasons, it is important that
1529 Contractor place a high priority on ensuring that Contamination in loads of Recyclable
1530 Materials, Plant Materials, and Organic Materials delivered to ~~the~~ Shoreway
1531 Recycling and Disposal Center is minimized. Contractor shall work collaboratively
1532 with Agency and SBWMA to accomplish this and will implement the specific
1533 measures described in this Section and Section 6.03.

1534
1535
1536

- B. ~~Disincentive Payments Based on Quarterly Performance Contamination Levels.~~ The maximum Contamination Levels for each category of Recyclable Materials, Plant Materials, and Organic Materials are specified in Table 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%
Single-Family Targeted Recyclable Materials (Rate Year One)	20%¹
Single-Family Targeted Recyclable Materials (Years Two-Ten)	8.5%²

1537
1538
1539
1540
1541
1542
1543
1544
1545
1546
1547
1548
1549
1550
1551

¹ ~~Disincentives shall only be assessed for the last six (6) months of Rate Year One.~~

² ~~“TBD” means “to be determined” and shall equal the arithmetic average of the Measured Contamination Levels calculated for four (4) quarters of samples of Single-Family Targeted Recyclable Materials taken pursuant to Attachment E-2 during Rate Year One (2011).~~

~~The Measured Contamination Level for each category will be determined through sampling of loads of Recyclable Materials, Organic Materials, and Plant Materials generated within the SBWMA Service Area and delivered to the Shoreway Recycling and Disposal Center. The methodology for sampling is set forth in Attachment E-2. For purposes of assessing performance disincentives, the Contamination Level of each material category shall be the arithmetic average of the Measured Contamination Level of the samples of such material category taken during each calendar quarter pursuant to Attachment E-2. Under no circumstances shall samples taken pursuant to Section 6.02.C be used for purposes of assessing performance disincentives.~~

1552 ~~If the Measured Contamination Level for a material category in either of the two~~
 1553 ~~quarters exceeds the applicable maximum Contamination Level in Table 1,~~
 1554 ~~Contractor shall be assessed disincentives in the amounts specified in Attachment~~
 1555 ~~1 (Performance Incentives and Disincentives). Contractor shall remit~~
 1556 ~~Contamination-related disincentive payments to SBWMA quarterly, as provided in~~
 1557 ~~Section 9.06.~~

1558 ~~No disincentive will be assessed for exceeding the maximum Contamination~~
 1559 ~~Level for Single Family Targeted Recyclable Materials during the first six (6)~~
 1560 ~~months of Rate Year One (2011). Any disincentive payment will only apply to~~
 1561 ~~the quarter the sample is taken.~~

1562 ~~The maximum Contamination Level for Single Family Targeted Recyclable~~
 1563 ~~Materials applicable during Rate Years Two (2012) through Ten (2020) shall be~~
 1564 ~~equal to the arithmetic average of the Measured Contamination Levels calculated~~
 1565 ~~for two (2) quarters of samples of Single Family Targeted Recyclable Materials~~
 1566 ~~taken pursuant to Attachment E-2 during Rate Year One (2011). (As provided in~~
 1567 ~~Attachment E-2, twelve (12) such samples will be taken in each calendar quarter~~
 1568 ~~and twenty four (24) such samples will be taken each year, unless Contractor~~
 1569 ~~requests and pays for additional samples to be taken pursuant to Attachment E-~~
 1570 ~~2, Section 3.)~~

1572 ~~If two (2) or more loads from the same route are brought to Shoreway Recycling and~~
 1573 ~~Disposal Center in a given month with Contamination Levels greater than those~~
 1574 ~~specified in Table 1, Contractor shall visually inspect materials at the point of~~
 1575 ~~Collection on that route to identify the source of the Contamination. If the source can~~
 1576 ~~be identified, Contractor shall follow up with the Customer(s) that need further~~
 1577 ~~assistance to reduce Contamination and to resolve the Contamination issue. At any~~
 1578 ~~time, the SBWMA may request for the sampling of a load of materials.~~

1579 C. **Inspecting for Excessive Contamination in Single Loads of Recyclable**
 1580 **Materials.**

1581 The Operator will inspect loads of materials delivered to ~~the~~ Shoreway Recycling and
 1582 Disposal Center. The Operator may set aside for sampling ~~(i) a load of Source~~
 1583 ~~Separated or Targeted Recyclable Materials that appears to contain more than fifteen~~
 1584 ~~percent (15%) contamination, and (ii) a load of Organic Materials~~material that
 1585 appears to exceed the ~~applicable maximum contamination level of five percent (5%)~~
 1586 ~~or ten percent (10%).~~Contamination Levels in Table 1.

1587 When setting aside a load for sampling, the Operator will document the truck number,
 1588 the date and time of delivery, and will take a photograph of the load. The methodology
 1589 for sampling of single loads is set forth in Attachment E-4.

1590 If an entire load is sorted to determine Contamination, as contemplated by
 1591 subsections D and E below, then Contractor or its representative shall have the right
 1592 to be present at, observe, and photograph and video all aspects of the sort.

1593 D. **Supplemental Processing Fee for Excessive Contamination in Salvageable**
 1594 **Single Loads of Recyclable Materials.**

1595 ~~1. Material Delivered to MRF. If a load of Source Separated or Targeted~~
 1596 ~~Recyclable Materials is determined based on testing pursuant to Section 6.02.C to~~
 1597 ~~contain contamination in excess of the levels specified in Table 2, but is determined~~
 1598 ~~by Operator or SBWMA to be salvageable, Contractor will be required to pay~~
 1599 ~~SBWMA a supplemental processing fee of \$25.00 per ton for the tons exceeding~~
 1600 ~~the maximum contamination level.~~

1601 ~~Material Delivered to Transfer Station. If a load of Organic Materials is determined~~
 1602 ~~based on a load of materials is determined based on (1) sorting of the entire load,~~
 1603 ~~or (2) sample testing pursuant to Section 6.02.C to contain Contamination in excess~~
 1604 ~~of the levels specified in Table 1, but is determined by Operator or the SBWMA to be~~
 1605 ~~salvageable, Contractor will shall be required to pay SBWMA a supplemental~~
 1606 ~~processing fee of \$725.00 per Ton for the tons exceeding the maximum~~
 1607 ~~contamination level.~~

Table 2	
Material Category	Maximum Contamination Level (% by Weight)
Commercial Source Separated or Targeted Recyclable Materials	15%
Single Family Targeted Recyclable Materials	15%

1608 The supplemental processing fees ~~for Source Separated or Targeted Recyclable~~
 1609 ~~Materials and Organic Materials will shall~~ be adjusted in subsequent years ~~annually~~
 1610 ~~by the same percentage that the MRF Processing Fee Annual Index Change in CPI-~~
 1611 ~~U in the same manner described in Section 7.03 of the 2009 agreement between~~
 1612 ~~SBWMA and South Bay Recycling LLC for operation of the Shoreway Recycling and~~
 1613 ~~Disposal Center is adjusted each year.~~ Attachment K.

1614 E. **Payment of Transfer, Transportation, and Disposal of Excessive Contamination**
 1615 **in Unsalvageable Single Loads.**

1616 ~~1. Material Delivered to the MRF. If a load of Source Separated or Targeted~~
 1617 ~~Recyclable materials is determined based on (1) sorting of the entire load, or~~
 1618 ~~(2) sample testing pursuant to Section 6.02.C to contain Contamination in~~
 1619 ~~excess of the levels specified in Table 21, and is determined by Operator or~~
 1620 ~~SBWMA to be unsalvageable (i.e., the entire load will be disposed of at the~~
 1621 ~~Designated Disposal Site), Contractor shall reimburse SBWMA for the cost of~~
 1622 ~~transfer, transportation, and Disposal of the load, which shall be calculated as~~
 1623 ~~the weight of the load minus the weight of the maximum contamination level.~~
 1624 ~~For example, if the maximum contamination level is 15% and a 10 Ton load is~~
 1625 ~~determined to contain 30% Contamination, and is unsalvageable, the~~
 1626 ~~Contractor will be responsible for the cost of transportation and disposal of 8.5~~
 1627 ~~Tons (e.g., 10 Tons x 85% = 8.5 Tons). The transportation cost shall be the~~
 1628 ~~Operator's multiplied by the then-current cost per Ton for delivery of loads of~~
 1629 ~~that material to the Designated Disposal Site. The disposal cost shall be the~~
 1630 ~~then-current cost per Ton at the Designated Disposal Site.~~

1631
1632
1633
1634
1635
1636
1637
1638
1639
1640

~~Material Delivered to the Transfer Station. If a load of Organic Materials is determined based on testing, Ton fee for transfer, transport, and Disposal pursuant to Section 6.02.C to contain contamination in excess of the levels specified in Table 3, and is determined by Operator or SBWMA to be unsalvageable, (i.e., the entire load will be disposed of at the Designated Disposal Site), Contractor shall reimburse SBWMA for the cost of transportation and disposal of the weight of the load. The transportation cost shall be the Operator's then-current cost per Ton for delivery of loads of that material to the Designated Disposal Site. The disposal cost shall be the then-current cost per Ton at the Designated Disposal Site, the agreement between the SBWMA and Operator.~~

Material Category	Maximum Contamination Level (% by Weight)
MFD and Commercial Plant Materials	5%
Single Family Residential Organic Materials	5%
Commercial Organic Materials	10%

1641
1642
1643
1644
1645
1646
1647
1648
1649
1650
1651
1652
1653
1654
1655
1656
1657
1658
1659
1660
1661
1662
1663
1664
1665
1666
1667

~~F. **Agency Directed Change in Controlling Contamination**~~

~~If Agency requests or directs Contractor to reduce the number or frequency of non-collection notices, courtesy notices, non-collection events or public education and outreach activities described in Section 6.03 and sampling of individual loads from Agency pursuant to Section 6.02.C thereafter results in the imposition by SBWMA of supplemental processing fees under Section 6.02.D or transportation and disposal reimbursements under Section 6.02.E, Agency shall reimburse Contractor for such payments within thirty (30) days of receiving a request for reimbursement, together with supporting documentation (e.g., reports on sampling, and evidence of imposition of assessment by SBWMA and Contractor's payment to SBWMA).~~

~~If Agency has requested or directed Contractor to reduce the number or frequency of non-collection notices, courtesy notices, non-collection events, or public education and outreach activities described in Section 6.03, and Contractor is thereafter assessed disincentives under Section 6.02.B for exceeding a maximum contamination level on a quarterly basis, Agency shall reimburse Contractor for its proportional contribution to the excessive level of contamination. That proportional contribution shall be determined by extrapolating the results of single load sampling of Agency loads performed under Section 6.02.C during the quarter in question to the total amount of tonnage in the specific material category for which Contractor has been assessed a disincentive. For example, samples of Commercial Recyclable Materials delivered from Agency during a quarter average 10% Contamination (i.e., in excess of the 8% maximum contamination level), the Agency will reimburse Contractor for an amount calculated as follows:~~

$$\text{[\$ per Ton disincentive payment]} \times \text{[total Tons of Commercial Recyclable Material delivered from Agency during quarter]} \times 2\% \text{[10\% - 8\%]}$$

~~Agency shall pay Contractor the amount due within thirty (30) days of receiving a request for reimbursement, together with supporting documentation (e.g., reports on sampling, reports on total tonnage of material in relevant category delivered from Agency, and evidence of assessment of disincentive by SBWMA and Contractor's payment to SBWMA).~~

6.03 CONTRACTOR METHODS OF CONTROLLING CONTAMINATION

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

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

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

If a driver observes Hazardous Materials in an uncollected Container, the driver shall record that observation in the on-board computer system and also inform the route

1713 supervisor. The route supervisor shall investigate and initiate applicable action within
1714 one (1) Business Day.

1715 Whenever a Container at a Commercial or a Multi-Family Dwelling Complex
1716 Customer is not Collected, Contractor shall contact the Customer on the scheduled
1717 Collection Day by telephone to explain why the Container was not Collected.
1718 Whenever a Container is not Collected because of excess Contamination, a customer
1719 service representative ~~will~~shall contact the Customer to discuss, and encourage the
1720 Customer to adopt, proper materials-preparation and separation procedures.

1721 B. **Periodic Route Audits.** Contractor shall conduct a route audit of any route from
1722 which two (2) or more loads are found ~~based on testing pursuant to Section 6.02.C~~
1723 to exceed the applicable maximum Contamination Levels set forth in Section 6.02
1724 Table 1 during any thirty (30) day period, as well as any other route whose loads
1725 consistently exceed the maximum Contamination Levels.

1726 When a route is identified as requiring a route audit, Contractor will provide a route
1727 auditor to precede the Collection vehicle and physically examine the contents of each
1728 Container or Cart prior to emptying. The route auditor shall affix non-collection
1729 notices to at least ninety percent (90%) of all Containers that contain Contamination
1730 in excess of applicable maximum Contamination Levels.

1731 Contractor shall submit a monthly route audit report within five (5) Business Days
1732 after the end of each route audit that has been conducted during the previous month.
1733 The report shall describe in detail Contractor's conduct of the audit, as well as the
1734 public education and outreach activities that it employed to encourage and facilitate
1735 changes in Customer behavior that will reduce Customers discarding Contamination
1736 in Containers designated for Recyclable Materials or Organic Materials.

1737 The audit of a route shall continue for a period of four (4) consecutive weeks after the
1738 route has been identified as requiring an audit under the first paragraph of this Section
1739 6.03.B.

1740 **6.04 PROCESSING OF OTHER MATERIALS**

1741 Upon request by Agency, and with the prior approval of SBWMA, the Contractor shall be
1742 responsible for, or shall arrange for, processing, Recycling, and/or reuse of Bulky Items,
1743 Major Appliances, and Specialty Recyclable or Reusable Materials (excluding
1744 Construction and Demolition Debris) Collected pursuant to this Agreement. If Agency
1745 determines a need for processing of other materials, changes can be made as described
1746 in Sections 11.06 and 15.12.

1747
1748

ARTICLE 7 OTHER SERVICES

1749 7.01 CUSTOMER BILLING

- 1750 A. **Billing.** Contractor shall prepare and mail Bills for services provided to Customers
1751 by Contractor and shall collect Customer payments.
- 1752 1. **Frequency.** Contractor shall Bill Single-Family Customers quarterly in amounts
1753 equal to the Rate Agency-approved Rates and Charges for service for a three (3)
1754 month period (i.e., using a quarterly format), unless the Agency requests a more
1755 frequent Billing interval in which case the Contractor shall be entitled to a
1756 reasonable adjustment in its compensation related to the additional costs for the
1757 Agency-directed change in Billing frequency. Contractor shall issue Single-
1758 Family Residential Bills three (3) months in advance in a manner such that one-
1759 third (1/3) of SFD Customers are Billed each month. Contractor shall bill Multi-
1760 Family Dwelling and Commercial Customers monthly in arrears in the amount
1761 equal to Customers' subscribed Rate Rates and Charges for service for a one (1)
1762 month period.
- 1763 2. **Automated Billing and Payment.** In an effort to reduce paper waste, Contractor
1764 shall make available to all Customers an automated Billing and payment system.
1765 This system should be website-based and allow Customers to view and pay Bills
1766 through Contractor's website. Through the Contractor's website, Customers
1767 may request to cease paper Billing and receive all Bills through e-mail and/or
1768 Contractor's website. Contractor ~~will~~shall ensure that the electronic Billing and
1769 payment website conforms to industry-standard practices for electronic
1770 commerce security. However, Contractor ~~must~~shall ensure that these Customers
1771 are compiled in a list to ensure that Billing inserts are mailed directly.
- 1772 3. **Bill Format.** Contractor shall Bill Customers using a Bill format (i.e., post-card
1773 Billing format or conventional envelope/insert) approved by the Agency, if
1774 Customer does not opt-out by requesting use of the automated Billing and
1775 payment system. Contractor shall promote the website-based Billing and
1776 payment system on all paper Bills sent to Customers. Agency shall have the
1777 right to revise the Billing format (e.g., size, font, frequency, etc.) and to itemize
1778 certain charges and to review the Billing procedures. Contractor shall be
1779 compensated for any cost increases that result from the Agency-directed change
1780 to the Billing format.
- 1781 4. **Records.** Contractor shall maintain, for inspection by the Agency, copies of
1782 Customer Billings and receipts, in chronological order, for a period of five (5)
1783 years after the date of service. Contractor shall maintain those records in
1784 electronic format. SBWMA and Agency staff or representatives shall be given
1785 access to such records upon one (1) Business Day notice.
- 1786 Agency shall be allowed to access and review Contractor's Billing systems on
1787 an appointment basis and such access shall not be unreasonably withheld by
1788 Contractor.

- 1789
1790
1791
5. Rates. Agency shall establish, by resolution or ordinance, Rates for the types of service provided as described in Section 11.07- or elsewhere in this Agreement. Contractor shall Bill and collect at those Agency-approved Rates.
- 1792
1793
1794
1795
1796
1797
1798
1799
1800
6. Service Stops. Contractor shall allow Customers to suspend service and Billings when the Premises are unoccupied. Single-Family Residential Customers may suspend service for a minimum of one (1) Service Day on a maximum of three (3) occasions each Rate Year. Commercial Customers may suspend service for a minimum of two (2) Service Days on a maximum of six (6) occasions each Rate Year. Multi-Family Customers may not suspend service without prior written approval from Agency. The Billings for both Residential and Commercial Customers shall be prorated by Contractor in accordance with Customer's requests to suspend service.
- 1801
1802
1803
1804
1805
- B. **Delinquent Payment**. Residential Customers ~~will~~shall be considered delinquent sixty (60) Days after start of the quarter in which the services are provided, and Multi-Family Dwelling and Commercial Customers ~~will~~shall be considered delinquent thirty (30) Days after payment is due. Contractor shall address the issue of delinquent payment as specified in Attachment H.
- 1806
1807
1808
1809
1810
1811
1812
1813
1814
1815
1816
1817
1818
- C. **Local Office**. Contractor shall maintain a local office in the Shoreway ~~Recycling and Disposal~~Environmental Center, located at 225 Shoreway Road, San Carlos, California, for acceptance of in-person payment of bills. If office space at Shoreway Environmental Center becomes unavailable for the Contractor's use, Contractor shall establish a local office in the SBWMA Service Area. Such a change shall be considered an Agency-directed change in scope and handled in accordance with provisions in Section 15.12. At the local office, Contractor shall accept as payment personal checks, money orders, ~~cashiers~~cashiers' checks, and credit cards. The local office shall be open for business from 8:00 a.m. until 5:00 p.m. Monday through Friday, exclusive of Holidays. ~~The "Holidays" that the company's office will be closed are: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day specified in Attachment A for the local office.~~
- 1819
1820
1821
- D. **Contractor Revenue Collection**. Contractor shall collect revenue for services described herein on behalf of the Agency. Revenues collected on behalf of the Agency or SBWMA shall be handled as described in Article 11 of this Agreement.
- 1822
1823
1824
1825
1826
1827
1828
1829
1830
1831
1832
1833
1834
1835
- E. **Review of Billings**. Contractor shall review its Billings to Customers, issued pursuant to Section 7.01.A. The purpose of the review is to determine that the amount which Contractor is Billing each Customer is correct in terms of the level of service (i.e., frequency of Collection, size of Container, location of Container) being provided to such Customer by Contractor. Contractor shall review Customer accounts not less than once every three (3) calendar years for each Commercial, Multi-Family Dwelling, and SFD Customer, unless Agency ~~shall direct~~directs Contractor to do so more frequently. Contractor shall submit to Agency a written report of the status of its review annually no later than forty-five (45) Days after the end of each calendar year. The intent of this Section is for Agency to receive reports on an annual basis for one-third (1/3) of all Customer accounts, and for all Customer accounts to be reviewed every third year of the Agreement. The scope of the review and the reviewer's work plan shall be submitted to Agency for approval no later than six (6) months before the submission of the first report.

- 1836 F. **Agency or SBWMA Billing Review.** Contractor acknowledges that Agency or
 1837 SBWMA may perform, or cause to be performed, Billing reviews periodically.
 1838 Contractor agrees to participate and cooperate with SBWMA and Agency and its
 1839 agents to accomplish these reviews and conduct any data collection and report
 1840 preparation that may be requested. The Contractor's full cooperation with these
 1841 reviews may include, but is not limited to: (i) allowing Agency or SBWMA staff or
 1842 consultants to ride along with drivers in Collection vehicles during daily Collection
 1843 operations; (ii) providing for interviews of personnel at all levels, with or without
 1844 management oversight; (iii) providing reporting related to franchised operations
 1845 available through Contractor's automated systems; and, (iv) adjusting routing, public
 1846 information, outreach, or program availability based upon the recommendations of
 1847 the audit, if approved by the SBWMA or Agency.
- 1848 G. **Privacy of Customer Information.** Contractor shall not distribute or sell Customer,
 1849 Owner, or Occupant information such as names, addresses, and telephone numbers to
 1850 other Persons with the exception of distribution to the Agency, SBWMA, or its
 1851 agents for reporting and contract compliance purposes and distribution to
 1852 Contractor's Billing agent (if Contractor uses a Related Party Entity or Subcontractor
 1853 for Billing purposes).

1854 7.02 CUSTOMER SERVICE

1855 Contractor is responsible for ensuring that all staff and Customer service representatives
 1856 (CSR) maintain a professional and courteous demeanor when in contact with Agency,
 1857 SBWMA, and the public. Contractor shall be responsible for all employee interactions with
 1858 Customers, SBWMA, and Agency staff. Contractor is required to ensure that its
 1859 Customers are consistently treated courteously and are presented with timely, responsive,
 1860 and thorough solutions to problems and requests for information. Contractor shall meet
 1861 monthly to discuss compliance with the Customer service standards described herein if
 1862 requested by Agency.

1863 A. Local Office

1864 Contractor shall operate a local office at the Shoreway ~~Recycling and~~
 1865 ~~Disposal~~Environmental Center, located at 225 Shoreway Road, San Carlos. If office
 1866 space at Shoreway Environmental Center becomes unavailable for the Contractor's
 1867 use, Contractor shall establish a local office in the SBWMA Service Area. Such a
 1868 change shall be considered an Agency-directed change in scope and handled in
 1869 accordance with provisions in Section 15.12. Contractor's office hours shall be, at
 1870 a minimum, from 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of Holidays-
 1871 specified in Attachment A for the local office. Contractor shall be responsible for
 1872 ensuring that a qualified representative is available at ~~the~~ local office within the
 1873 SBWMA Service Area during office hours to communicate with the public and accept
 1874 Bill payments from Customers. Contractor shall offer bi-lingual Customer service at
 1875 the local office by employing CSR's with English and Spanish language
 1876 capabilities. The local office and Customer service telephone number(s) shall either
 1877 be a local or toll free call.

1878 Contractor's telephone system shall adequately handle the volume of calls typically
 1879 experienced on the busiest days. Contractor shall have a company representative,
 1880 an answering service, or voice-mail system available for calls received during non-
 1881 business hours and Holidays specified in Attachment A for the local office.

1882 Contractor shall employ sufficient Customer service staff and management practices
 1883 to ensure that the Average Speed of Answer is equal to or less than thirty (30)
 1884 seconds and the maximum Hold Time is ninety (90) seconds or less.

1885 Contractor ~~will~~shall be required to track all informational requests so that appropriate
 1886 public outreach materials can be designed to target commonly asked questions.
 1887 Contractor shall be responsible for promoting use of the Contractor's website for
 1888 scheduling of On-Call Collection Service events and obtaining answers related to
 1889 common informational requests through: (i) public education and promotion
 1890 materials; and, (ii) a recorded message Customers will hear while on-hold with the
 1891 Customer service department.

1892 Contractor shall maintain and publicize an e-mail address whereby Customers can
 1893 communicate with the Contractor's Customer service staff. Contractor shall monitor
 1894 the email at least once per Business Day, and ensure that a twenty-four (24) hour
 1895 response time is maintained.

1896 B. Customer Service Call Center and Staffing

1897 Contractor is required to operate a Customer service call center that will serve as the
 1898 primary telephone point of contact and information for all services. The Customer
 1899 service call center hotline is required to be staffed live during regular business hours
 1900 (i.e., Monday through Friday 8:00 a.m. to 5:00 p.m.) by sixteen (16) Customer service
 1901 representatives (includes one (1) receptionist who performs Customer service
 1902 activities). In addition, the Customer service call center ~~will~~shall offer multi-lingual
 1903 Customer service by employing a minimum of two (2) bilingual Customer service
 1904 representatives with English and Spanish language capabilities, and contracting with
 1905 a service to provide bilingual capacity for other languages including Cantonese,
 1906 Mandarin, and Vietnamese. Contractor shall provide immediate access to interpreters
 1907 for over one-hundred and seventy-five (175) languages through the use of Language
 1908 Line service, or a similar service.

1909 C. Website

1910 Contractor shall maintain and publicize an up-to-date website whereby Customers
 1911 can conduct business with Contractor in both English and Spanish. Contractor is
 1912 required to update the website monthly, and more frequently if necessary. At a
 1913 minimum, the website shall:

- 1914 1. Allow Customers to view and pay Bills issued by Contractor, as required in
 1915 Section 7.01;
- 1916 2. Allow Customers to schedule services Including On-Call ~~Collection~~ Service
 1917 events, On-Call Bulky Item Collections, extra Collections, service changes,
 1918 temporary Drop Box service, service terminations, and service stops;
- 1919 3. Provide answers to frequently asked questions Including: proper Container set-
 1920 out instructions; list of acceptable Recyclable and Organic Materials; Collection
 1921 Days (in response to Customer input of service address); Billing issues,
 1922 Customer service telephone and e-mail contact information; and the Designated
 1923 Transfer and Processing Site hours, directions, and acceptable materials;
- 1924 4. Provide complete list of Agency-approved Rates and Charges for all Customers;

- 1925
1926
1927
1928
1929
1930
1931
5. Allow Customers to file Complaints and receive from Contractor e-mail responses to Complaints;
 6. Provide a link to enable Customers to email Contractor; and,
 7. Maintain and produce visitor logs and reporting including website and individual page visitation, number of web-based Bill payments per month, number of website-submitted Complaints per month, and individual and summary Customer Complaint and resolution reporting.

1932 **D. Customer Information System Requirements**

1933 Contractor is required to use a Customer information system with software
1934 applications capable of documenting all correspondence and conversations,
1935 pertaining to the services specified herein, between Contractor, Customers,
1936 Occupants, Agency, and SBWMA. The system shall include, at a minimum, the
1937 following data fields:

- 1938
1939
1940
1941
1942
1943
1944
1945
1946
1947
1948
1949
1950
1951
1952
1953
1954
1955
1956
1957
1958
1959
1960
1961
1962
1963
1964
1965
1. Date and time of Customer correspondence or contact with Contractor (e.g., phone call, email)
 2. Date and time response was provided
 3. Date and time resolution was provided
 4. Customer's name and contact information (multiple phone numbers and email addresses)
 5. Account address
 6. Service address
 7. Occupant address
 8. Service location information including:
 - a. Number of units
 - b. Number, size, and type of Solid Waste, Organic Materials, and Targeted Recyclable Materials Containers
 - c. Collection Service Day
 - d. Route number
 - e. Backyard service status
 - f. Special Handling Service status
 - g. Bulky Item Collection history (e.g., number of annual services performed, date requested, date provided)
 9. Service issue, Complaint, or Inquiry
 10. Time frame stipulated for Contractor to resolve issue
 11. Description of Contractor's resolution of service issue or Complaint, or response to Inquiry
 12. Date and time that Contractor's resolution took place
 13. CSR or Contractor's employee identification code of employee inputting the Complaint or Inquiry
 14. CSR or Contractor's employee identification code of employee inputting the resolution

1966 The system shall be capable of:

- 1967
- 1968
- 1969
- 1970
- 1971
- 1972
- 1973
- 1974
- 1975
- 1976
- 1977
1. Providing real-time access to complete Customer contact history from the commencement of service in 2011;
 2. Providing Agency and SBWMA the capacity to submit work orders (e.g., specifying the Inquiry, Complaint, or request for service) electronically directly to Contractor using Contractor's web-based software;
 3. Documenting non-Collection events including problem description and resolution;
 4. Tracking non-Collection events necessary to fulfill the requirements in Section 8.02(F); and
 5. Fulfilling Customer service reporting requirements as specified in Article 9.
- 1978
- 1979
- 1980
- 1981
- E. **Monthly Meetings with Agency.** If requested, Contractor shall meet monthly with Agency to discuss compliance with the Customer service standards specified in this Section 7.02, Attachment I (Performance Incentives and Disincentives), and Attachment J (Liquidated Damages).
- 1982
- 1983
- 1984
- 1985
- 1986
- 1987
- 1988
- 1989
- 1990
- 1991
- 1992
- 1993
- 1994
- 1995
- 1996
- 1997
- 1998
- 1999
- 2000
- 2001
- 2002
- 2003
- 2004
- 2005
- 2006
- 2007
- 2008
- 2009
- F. **Quality Assurance Program.** Each month Contractor's Customer service representatives ~~will~~shall contact by telephone a minimum of two hundred (200) Customers within the SBWMA Service Area to inquire about ~~their~~the quality of their Customer service experience when interacting with the ~~Recology~~Contractor's Customer service center. The Customers contacted ~~will~~shall be (i) representative of different Service Sectors, (ii) distributed among Member Agencies, and (iii) ~~by calling~~selected from among Customers that have recently contacted the Contractor via phone and spoke live with a Customer service representative. The Customers contacted each day ~~will~~shall be randomly selected from the pool of Customers that contacted the Contractor the prior Business Day and such calls shall be evenly distributed (e.g., approximately 12- to 13 calls per Business Day) throughout the month with some exceptions as follows: calls will be made during non-peak call volume days (i.e., 2nd, 3rd, and 4th weeks after billing); and no calls will be made immediately after a holiday. When placing the calls, the Contractor will use a standardized survey that will be completed during the phone interview of the Customer. If a message is left with the Customer, the message left by the Contractor ~~will~~shall direct the Customer to complete an online survey. Both survey instruments (for phone interviews and online survey) shall have similar questions and be subject to approval by the SBWMA. Contractor employees placing the calls shall not be the same employee that spoke to the Customer the prior Business Day; Contractor employees shall be calling Customers that another employee spoke to the prior Business Day. Customer service representatives shall ask about (i) Customers' satisfaction with Solid Waste ~~and~~, Recyclable Materials, ~~Organic Materials, and Bulky Item~~ Collection services, (ii) Customers' satisfaction of the Customer service experience when interacting with the ~~Contractors~~Contractor's Customer service department, and (iii) Customer's suggestions for opportunities to improve service. The quality assurance program reporting requirements are specified in subsection 9.05.G.
- 2010
- 2011
- G. **Preprogrammed Call Transfer.** Contractor shall maintain the ability to provide preprogrammed call transfer service to Agency. With this communications feature in

2012 place, when a Customer calls Contractor about an issue or concern that pertains to
2013 Agency but is not related to Collection services provided by Contractor, Contractor
2014 shall immediately transfer the phone call to the offices of Agency through a dedicated
2015 telephone line designated by Agency. The call transfer shall be seamless, and appear
2016 to the Customer as if Contractor were transferring the call internally.

2017 ~~JH.~~ **Customer Service Operations Plan.** Contractor shall annually submit its Customer
2018 service operations plan. The Customer service operations plan shall describe how
2019 Contractor uses its ~~Norcal or Recology~~ customer relationship management system
2020 ~~(NCRM),~~ linked to on-board GPS tracking system, to share real-time information
2021 between Customers, drivers, customer service representatives, managers, and
2022 SBWMA and Agency staff. The plan will provide details on how Contractor
2023 automatically detects and records information on each Customer pickup, real-time
2024 transmission of service extras, blocked cars, safety notes, and exceptions to service.

2025 **7.03 PUBLIC EDUCATION AND PROMOTION**

2026 Contractor and Agency agree that all public education activities will be a collaborative
2027 effort among the SBWMA, Agency, and Contractor. Contractor shall be responsible for
2028 ensuring that its Customers consistently receive a high level of service and
2029 responsiveness.

2030 A. **General.** Contractor acknowledges and agrees that education and public awareness
2031 are critical and essential elements of any effort to achieve diversion. Contractor shall
2032 educate Residential and Commercial Customers on the following: (i) the benefits of
2033 source reduction, reuse, Recycling, and Composting and related program
2034 opportunities; (ii) proper handling of Hazardous Waste; (iii) specific services offered
2035 by the Contractor; and (iv) Rates for Collection services. The public education
2036 program shall include distribution of public education materials ~~at the commencement~~
2037 ~~of the Agreement;~~ when Collection services are changed during the Term; and when
2038 new Collection services are implemented during the Term. In addition, the public
2039 education program shall include on-going education activities throughout the Term.
2040 Educational materials that SBWMA will pay for, produce and jointly distribute, shall
2041 include, but not be limited to, those listed in Section 7.03 ~~(E)(D)~~.

2042 ~~B. **Annual Public Education Plan.** On or before September 1 of each Rate Year, the~~
2043 ~~SBWMA will design a public education plan outlining its public education activities for~~
2044 ~~the coming Rate Year. The contractor shall review and provide feedback to the~~
2045 ~~SBWMA prior to finalizing it for Board approval each calendar year.~~ **Three-Year**
2046 **Public Education and Recycling Technical Assistance Plan.** The SBWMA,
2047 Member Agencies, and Contractor shall cooperate to prepare a joint Public Education
2048 and Recycling Technical Assistance Plan every three (3) years (Three-Year Plan).
2049 The Three-Year Plan will be an SBWMA-wide plan; therefore, separate plans will not
2050 be prepared for each Member Agency. Generally, the Three-Year Plan will focus on
2051 coordinating public education and recycling technical assistance efforts and making
2052 efficient use of each Party's available resources in those areas. In the case of
2053 Contractor, the process may and potentially result in modifying Contractor's activities
2054 through a reallocation of Waste Zero Specialists' staff time and public education and
2055 outreach resources, to the extent they can be reallocated without causing the
2056 Contractor to default in performance of its expressed obligations under this
2057 Agreement.

2058 The Parties shall cooperate to finalize the Three-Year Plan on or before January 1 of
 2059 Rate Years Eleven (2021), Fourteen (2024), Seventeen (2027), Twenty (2030),
 2060 Twenty-three (2033) and, if the Term is so extended, Twenty-six (2036) and Twenty-
 2061 nine (2039). SBWMA and Contractor shall jointly develop a schedule for preparation
 2062 of the Plan, which shall involve the following elements:

2063 1. Public Education Plan. Working collaboratively with the Contractor, SBWMA will
 2064 develop, and the Contractor shall review, the first section of the Three-Year Plan,
 2065 which shall include a detailed list of public education activities to be undertaken
 2066 by SBWMA and Contractor for the coming three (3) Rate Years. The plan shall
 2067 list each public education piece or activity (e.g., newsletters, Bill inserts, flyers,
 2068 newspaper advertisements, website enhancements, etc.) to be prepared ~~or~~
 2069 conducted in the coming three (3) Rate Years, the purpose of the piece, the key
 2070 subject(s) to be covered, ~~and~~ the anticipated date of issuance. ~~/completion,~~
 2071 performance standards, and quarterly reporting requirements. In addition, the
 2072 plan shall list all Community Events for each Member Agency that the Contractor
 2073 plans to attend and the public education it intends to provide at each such event
 2074 (e.g., exhibit at Earth Day Event, Chamber of Commerce meetings, etc.). ~~During~~
 2075 the Rate Year, Contractor shall complete all elements and tasks specified.) in
 2076 the annual public education plan in accordance with the schedule presented in
 2077 the plan unless the Agency or SBWMA has provided written approval to waive
 2078 or postpone a requirement three (3) coming Rate Years.

2079 2. Recycling Technical Assistance Plan. Working collaboratively with the SBWMA,
 2080 Contractor shall develop a draft of the second section of the Three-Year Plan,
 2081 which shall include a detailed list of Commercial, Mixed Use, and Multi-Family
 2082 Recycling technical assistance activities to be undertaken by Waste Zero
 2083 Specialists for the coming three Rate Years, the objectives of such activities,
 2084 specific performance standards for the activities, the anticipated time frames for
 2085 completion, the distribution of such activities across Member Agencies, quarterly
 2086 reporting requirements, and any specific actions to be undertaken to meet the
 2087 specific needs of one or more Member Agencies. Pursuant to Sections 7.04 and
 2088 7.13, SBWMA may request an adjustment in the staffing level for the Waste Zero
 2089 Specialists.

2090 3. Plan Review. SBWMA shall coordinate with the Member Agencies to seek input
 2091 on the Three-Year Plan. After Member Agencies have provided their input, the
 2092 Contractor shall provide the SBWMA with its final comments for both sections of
 2093 the Three-Year Plan two (2) weeks after receiving the revised draft of the plan.

2094 4. Completion of Plan Activities. During each Rate Year, the SBWMA, Agency, and
 2095 Contractor shall each complete all elements and tasks specified in the Three-
 2096 Year Plan that it has agreed to perform, in accordance with the schedule and
 2097 budget presented in the Three-Year Plan. The Agency or SBWMA may, by
 2098 providing written approval to Contractor, waive or postpone completion of any
 2099 requirement of Contractor stated in the Three-Year Plan (it being understood that
 2100 such right of Agency shall only apply to activities within Agency's Service Area).
 2101 Waste Zero Specialists shall be dedicated to performing services for the SBWMA
 2102 and Member Agencies and Customers within the SBWMA Service Area. Their
 2103 main focus shall be on performing the tasks identified in the Public Education
 2104 and Recycling Technical Assistance Plan. In addition to the tasks defined in the
 2105 Public Education and Recycling Technical Assistance Plan, Agency recognizes

that Waste Zero Specialists will participate in Contractor's employee programs such as company training programs, occasional staff meetings, and other activities, provided that such participation is commensurate with their position.

- C. **Content and Production Requirements.** The SBWMA will prepare all public education materials ~~with contractor providing feedback on all materials and request that they be reviewed by Contractor~~ prior to production. Contractor shall ~~discuss with the Agency review~~ and ~~SBWMA its general approach to preparing any new comment on the materials and within two (2) weeks of request from the SBWMA or Agency. Bill inserts~~ shall ~~determine if the Agency has any Agency-specific guidelines to be followed~~ be designed and produced by the SBWMA with review and if the Agency wants the comment by Contractor to work with templates prepared by SBWMA or others, and approval from the Agency.

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

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

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

D. **SBWMA and Agency Responsibilities**

SBWMA shall take primary responsibility for implementation of the public education and outreach campaign that will be used to announce changes in Collection services. ~~SBWMA will fund the new services kick-off public education campaign.~~ Development of the public education and promotion strategy and implementation schedule will be a collaborative process among Contractor, SBWMA, and Agency.

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

1. Provision of public education to SFD, MFD, Commercial, and Agency Facility Customers with a broad focus on waste prevention, reuse, and Recycling.
2. Preparation and distribution of ~~a quarterly newsletter~~newsletters for all SFD and MFD Occupants, at frequency determined by SBWMA or Agency.
3. Preparation and distribution of Multi-Family Dwelling toolkits for MFD complex Owners and managers.
4. Purchase of desk-side and other interior Targeted Recyclable Materials and Organic Materials receptacles for Commercial Customers.
5. Purchase of Recycling Tote-Bags for distribution to MFD complexes.
6. Preparation and distribution of an electronic newsletter for the Commercial sector and MFD complex managers.
7. Preparation and provision of outreach materials to schools.
8. Development and maintenance of SBWMA website.
9. Production of decals for Used Motor Oil jugs.
10. ~~Upon request from Agency, produce~~ Production of Household Battery and Cell Phone Recycling bags.

2150 11. Each Rate Year, SBWMA shall develop, ~~produce~~ and ~~distribute~~produce the
 2151 following ~~public education and promotion materials~~: Bill inserts (for distribution by
 2152 Contractor):

- 2153 a. Annual On-Call Collection Services Collection notice (one (1) SFD Solid
 2154 Waste Bill insert).
- 2155 b. Annual Holiday Tree Recycling notice (separate for SFD and MFD - two
 2156 (2) Solid Waste Bill inserts).
- 2157 c. Annual "Reduce Holiday Packaging" notice (one (1) SFD and MFD Solid
 2158 Waste Bill insert).
- 2159 d. Twice annual compost giveaway notice (two (2) SFD and MFD Solid
 2160 Waste Bill inserts).
- 2161 e. Twice annual Commercial Recycling notice (two (2) Commercial Solid
 2162 Waste Bill inserts).
- 2163 f. Annual Commercial Recycling awards notice (one (1) Commercial Solid
 2164 Waste Bill insert).

2165 12. If Agency or SBWMA requests distribution of additional Bill inserts, SBWMA or
 2166 Agency shall develop and produce the Bill inserts.

2167 13. Prepare and manage press releases.

2168 E. **Contractor Responsibilities.** Contractor will be required to provide the following
 2169 services:

2170
 2171 ~~1. Distribute public education and promotion materials during roll-out of the new Collection~~
 2172 ~~services program. This will entail distributing program literature and other promotional~~
 2173 ~~items with delivery of the Carts, Kitchen Pails and Bins to all Customers at inception of the~~
 2174 ~~new program.~~

- 2175 1. Actively collaborate with Agency and SBWMA on the public education strategy
 2176 and development of materials ~~to support roll-out of new Collection services.~~
- 2177 2. Distribute public education and promotion materials to new Customers during
 2178 the Term.
- 2179 3. Provide public education door hangers, posters, and other promotional materials
 2180 to Multi-Family Dwelling Customers ~~at inception of new services and~~ during the
 2181 Term.
- 2182 4. Deliver Recycling Tote-Bags to MFD complexes.
- 2183 5. Deliver desk-side and other interior Targeted Recyclable Materials and Organic
 2184 Materials receptacles for Commercial Customers and Agency Facilities.
- 2185 6. Produce and deliver non-collection notices, in both English and Spanish. The
 2186 format and content of the non-collection notices must be approved in advance
 2187 by Agency and SBWMA.

2188 ~~2. Produce and affix Targeted Recyclable Materials, Organic Materials and Solid Waste cart~~
 2189 ~~hangers to corresponding Carts. The format and content of the cart hangers must be~~
 2190 ~~approved in advance by Agency and SBWMA.~~

- 2191 7. Affix Used Motor Oil Recycling decals to jugs for inclusion in Used Motor Oil
 2192 Recycling kits.

- 2193
2194
2195
- 2196
2197
2198
- 2199
2200
- 2201
2202
2203
2204
2205
2206
2207
- 2208
2209
2210
- 2211
2212
2213
- 2214
2215
2216
2217
2218
2219
- 2220
2221
- 2222
2223
2224
2225
2226
2227
2228
2229
- 2230
2231
2232
2233
2234
- 2235
2236
2237
8. Assemble and deliver Used Motor Oil Recycling kits upon request from SFD Customers. Kits must be provided to Customer within five (5) Business Days of Customer request.
 9. If approved by Agency, deliver Household Battery and Cell Phone Recycling bags upon request from Customers. Bags must be provided to Customer within five (5) Business Days of Customer request.
 10. Staff a booth at local public events and distribute promotional and educational materials.
 11. ~~Arrange~~Coordinate with SBWMA regarding SBWMA student tours at the SRDC (in coordination with Operator); Shoreway Environmental Center; make classroom presentations upon request; provide school activities for students about the 4Rs; ~~and provide "rainy day" DVDs to schools that educate children about waste reduction and preserving the environment.~~
 12. Conduct presentations at community meetings, service clubs, senior centers, and neighborhood associations.
 13. Promote recycling and organics Collection programs on the sides of Collection and route supervisors' vehicles. These advertising campaigns must be approved in advance by Agency and SBWMA.
 14. Each Rate Year insert with its Bills, up to twelve (12) Solid Waste Bill inserts produced by SBWMA or Agency. A total of nine (9) Bill inserts are specified below in subsection D above.
 15. If Agency has specified a post card Bill format, the notices described as "Bill inserts" shall be separately mailed by Contractor. In addition, if Bills (in whatever format) are mailed at intervals that do not accommodate the timely distribution of the specified notices, notices will shall be separately mailed as necessary by Contractor. Agency shall reimburse Contractor for any postage fees paid by Contractor to conduct such separate mailings.
- ~~3. Each Rate Year Contractor shall develop, produce and distribute the non-collection notice (set-out correction notice).~~
16. Contractor's outreach and education material will shall place a strong emphasis on Recycling and reuse, encouraging Customers to take advantage of donation opportunities offered by local non-profit organizations such as the Society of St. Vincent de Paul, Goodwill Industries, and the Salvation Army. In addition, Contractor will shall promote other resources for reuse, such as the Freecycle Network™, an online resource for the free and local exchange of goods, the Resource Area for Teachers (RAFT), local schools, and other community organizations that are in need of reusable goods.
- ~~4. Contractor shall develop and distribute to all Customers a professionally produced DVD. Contractor shall work collaboratively with the SBWMA to produce a DVD, using local settings, that illustrates and explains the Recyclable Materials, Organic Materials and Solid Waste Collection services provided by Contractor and Customer participation protocols and other pertinent sustainability-related information.~~
17. Upon request by Agency, Contractor shall promote its services to Customers using Agency's email distribution list or an email distribution list authorized by Agency.

2238 18. As appropriate, Contractor shall request SBWMA or Agency to issue press
 2239 releases related to programs, and, upon request, provide draft content for such
 2240 press releases.

2241 F. **Reserved**

2242 G. **Meeting Requirements**

2243 Upon request from Agency or SBWMA, the general manager or his/her designee is
 2244 required to meet quarterly, and more frequently if necessary, with Agency and/or
 2245 SBWMA staff to review public education and promotion activities. In addition, the
 2246 general manager or his/her designee ~~will~~shall be required to represent Contractor at
 2247 all monthly SBWMA Board of Director meetings.

2248 H. **Agency Rights**

2249 Contractor acknowledges that the public education and promotion activities listed are
 2250 critical to the success of Agency's diversion performance relative to the Act: and other
 2251 State legislation/regulations (such as, but not limited to, AB 341, AB 1594, AB 1826,
 2252 SB 1061, and SB 1383). As such, Contractor acknowledges Agency's rights to the
 2253 following:

- 2254 1. Contractor shall make available to Agency and SBWMA all public educational
 2255 materials used by Contractor, which Agency and SBWMA shall approve prior to
 2256 their use;
- 2257 2. Agency and SBWMA shall retain the right to modify, expand, or reduce the
 2258 minimum public education requirements;
- 2259 3. Agency may require Contractor to work with a public education consultant
 2260 selected by Agency or the SBWMA;
- 2261 4. Agency may perform, or request that the SBWMA perform on its behalf, the
 2262 public education efforts assigned to the Contractor; and,
- 2263 5. Agency or SBWMA may provide additional, supplemental public education
 2264 materials as it deems appropriate.

2265 I. **Reporting Requirements**

2266 Contractor ~~is required to shall~~ prepare quarterly and annualsubmit reports related to
 2267 its public education ~~activity status reports. The annual reports will~~activities as
 2268 provided in ~~part summarize the prior twelve (12) months and also contain adjustments~~
 2269 ~~to current and ongoing event calendars~~Article 9.

2270 J. **Service Notice**

2271 Contractor shall periodically prepare and distribute to each Customer a notice listing
 2272 ~~Contractor's~~Agency-approved Rates for standard Collection services, ~~Rates~~Agency-
 2273 approved Charges for other services, annual Holiday Collection Schedule, and a
 2274 general summary of services required under this Agreement to be provided
 2275 Customers and optional services which may be furnished by Contractor. Such notice
 2276 shall be approved by the Agency prior to distribution.

2277 **7.04 COMMERCIAL RECYCLING PROMOTION PROGRAM**

2278 A. **Commercial Recycling Promotion Program Staff.** Contractor shall maintain a
 2279 Commercial Recycling promotion program staff that will be primarily responsible for
 2280 supporting Commercial, Mixed Use Building, and Multi-Family Dwelling Accounts and
 2281 Agency Facilities Recycling-related and Organics-related Collection services. The
 2282 Commercial Recycling promotion staff for the SBWMA Service Area shall consist of
 2283 ~~a minimum of x (x)~~ Waste Zero Specialists (recycling coordinators), as specified in
 2284 Attachment O. ~~Contractor must notify Agency and SBWMA within two (2) Business~~
 2285 ~~Days if one of these individuals resigns or is terminated from employment. Depending~~
 2286 ~~on the lapse in time between when the next Waste Zero Specialist is hired, SBWMA~~
 2287 ~~may withhold funds. Further details can be found in Attachment.~~

2288 Contractor shall notify Agency and SBWMA within ten (10) Business Days if any of
 2289 the Waste Zero Specialists resigns or is terminated from employment, and shall use
 2290 reasonable good faith efforts to initiate recruitment of the position within thirty (30)
 2291 days.

2292 If Contractor has one or more Waste Zero Specialist positions unfilled, as approved
 2293 in the Three-Year Recycling Technical Assistance Plan, for more than ninety (90)
 2294 Days, Contractor and SBWMA shall meet and confer regarding the reasons for the
 2295 difficulty in filling the position(s) and ways to remedy the employment gap. In addition,
 2296 Contractor shall reimburse Agency for the cost of each such unfilled position for the
 2297 period exceeding ninety (90) Days. The Contractor shall calculate the cost
 2298 reimbursement for the unfilled position(s) including the avoided cost of wages,
 2299 benefits, payroll taxes, and workers compensation insurance, for such position and
 2300 shall provide supporting documentation justifying its cost reimbursement calculations.
 2301 Such reimbursement shall be made as a deduction to Contractor's Compensation
 2302 through the annual Contractor's Compensation adjustment process described in
 2303 Article 11 and Attachment K.

2304 SBWMA reserves the right to request an increase or decreases in the number of
 2305 Waste Zero Specialists. Such a change shall be considered an Agency-directed
 2306 change in service and handled in accordance with provisions in Section 15.12.

2307 B. **Signs and Placards.** Contractor shall be responsible for preparing, distributing, and
 2308 posting signs at Commercial Collection Premises that promote Targeted Recyclable
 2309 Materials and Organic Materials Collection services, describe the program
 2310 requirements, and identify allowable and prohibited types of materials for Collection.
 2311 At a minimum, the signs or placards shall be durable and weather resistant, and
 2312 affixed in the Container areas. Upon request from Customer, Contractor shall provide
 2313 signs and Container labeling in a second language such as, but not limited to,
 2314 Spanish. Within ten (10) Business Days of a Customer's request, Contractor shall
 2315 provide extra signs for use in areas such as employee training areas, break rooms,
 2316 kitchens, and janitorial areas at Commercial Premises. The design of all signs and
 2317 placards shall be approved by Agency or SBWMA prior to distribution by Contractor.

2318 C. **Community Events.** At the direction of the Agency or SBMWA, Contractor shall
 2319 participate in and promote diversion techniques at Community Events and local
 2320 activities. Participation includes providing educational and public outreach
 2321 information and promotional giveaways in an effort to promote the Agency's waste
 2322 reduction and recycling program goals. ~~Each year 10% of the events will need to be~~
 2323 ~~visited by the Contractor for each Agency~~Each year the Community Events that

Contractor agrees to participate in shall be outlined in the Three-Year Public Education Plan described in Section 7.03.B. Attachment C presents a preliminary list of the Community Events, which may be modified annually through the development of the Three-Year Public Education Plan, as described in Section 5.08.

- D. **Notification to Commercial Customers.** Immediately upon request from a new or current Customer for new or changes in service, Contractor shall notify Customer by phone or email of the Targeted Recyclable Materials and Organic Materials Collection services offered by Contractor. Such notification shall be made available in English and Spanish.
- E. **Targeted Commercial Recycling Promotion.** To assist Customers in maximizing participation in Recyclable Materials and Organic Materials Collection programs, Contractor shall provide ~~full~~ Commercial Customers with on-site waste assessments based on visual assessment of Collection Containers and technical assistance ~~upon request or as needed to assist in maximizing diversion, in selecting appropriate service levels.~~ In providing such assistance, Contractor shall ~~be required to annually prepare~~ follow the ~~proposed list of customers to perform~~ Three-Year Recycling Technical Assistance Plan described in Section 7.03.B, which will include details on the ~~assessment~~ type of Commercial Recycling technical assistance promotion and the ~~number of waste assessments for and meet with each Agency individually to get the Customers to be provided in~~ Agency's approval to proceed with this list or a modified list at the Agency's discretion. A new customer list shall be prepared each year. Service Area. For all other Commercial ~~Generators~~ Customers not specified in the Three-Year Plan, Contractor shall provide technical assistance as needed or requested and visual on-site Collection Container assessments. Contractor shall document the names of the Customers receiving the waste assessments, the date of the assessment, the Solid Waste, Source Separated or Targeted Recyclable Materials, or Organic Materials service levels at the time of the assessment, and recommended changes to service level(s). Upon request, Contractor shall provide details of waste assessments to Agency or SBWMA.
- F. **Enclosure Specifications.** Contractor shall work with the Agency to develop standard specifications for Collection Container enclosures at Multi-Family Residential Complexes, Mixed Use Buildings, and Commercial Premises to ensure that Container enclosures have adequate space and suitable configuration to allow the Contractor to safely and efficiently service the Containers. The enclosure specifications shall require provision of adequate space for Solid Waste, Targeted Recyclable Materials, and Organic Materials Collection Containers. Contractor ~~shall provide~~ provided the enclosure specifications to the Agency on or before the effective date of the 2009 Franchise Agreement and shall be required to update these specifications as frequently as needed or as requested by Agency.
- G. **Plan Review.** Contractor shall review plans for land use or property developments, upon request of the Agency, to assess the adequacy of Container enclosure space allowances for Solid Waste, Recyclable Materials, and Organic Materials Collection Containers and the accessibility of Containers by Collection vehicles. The Contractor's review shall be completed by the Contractor within ten (10) Business Days of request by Agency and receipt of the project design drawings. If site conditions warrant, the Contractor shall conduct a site visit of the proposed property to complete its evaluation. The Contractor's review shall be summarized in a letter report that states acceptability of the proposed enclosure arrangements or notes

2372 specific changes that are required to comply with the enclosure specification. The
2373 letter report shall be signed by the Person that conducted the review, or designee, on
2374 behalf of the Contractor. This review shall include, but not be limited to:

- 2375 1. Adequacy of the Container enclosure space to store Containers for the
2376 anticipated volume of Solid Waste, Targeted Recyclable Materials, and Organic
2377 Materials generated by a development of the size and purpose contemplated;
- 2378 2. Adequacy of Container enclosure space to store Containers for Solid Waste,
2379 Targeted Recyclable Materials, and Organic Materials in a fashion that allows for
2380 the greatest possible diversion of materials; and,
- 2381 3. Adequacy and accessibility of the Container enclosure space for Contractor to
2382 safely and efficiently service all Containers in the contemplated service locations
2383 taking into account the dimensions of the enclosure space, the access road
2384 dimensions, parking arrangements, pedestrian traffic, change in elevation, other
2385 site considerations, and Collection vehicle capabilities.

2386 H. **Reporting.** Contractor shall prepare and submit reports related to the Commercial
2387 Recycling promotion program as provided in Article 9.

2388 I. **Mandatory Commercial Recycling Assistance to Agency.** ~~In the event Agency
2389 adopts a policy or strategy to encourage or require Recycling at Commercial and
2390 Multi-Family Dwelling Customers, Contractor shall assist Agency and SBWMA with
2391 implementing the policy or strategy, monitoring, and reporting on Commercial, Mixed
2392 Use, and MFD Customers' compliance with requirements for Recyclable Materials
2393 and Organic Materials diversion under AB 341, AB 1826, or other similar Applicable
2394 Law. Upon Agency's reasonable request and in accordance with Section 9.09.E,
2395 Contractor shall be required to provide Agency with prompt notification of periodic
2396 reports on Commercial, Mixed Use, and MFD Customers that do not comply with the
2397 policy or strategy appear to be complying with State or local diversion regulations,
2398 policies, or requirements of, based on the observations of Contractor's employees.
2399 Contractor shall assist the Agency and SBWMA with collecting related and/or
2400 subscription data from Commercial and Multi-Family Dwelling Customers and
2401 facilitating outreach and education programs focusing on encouraging participation
2402 by these Customers in the mandatory Recycling policy or strategy. Upon request from
2403 Agency, Contractor shall modify its protocol regarding use of non-collection notices
2404 pursuant to subsection 8.02.F to include Solid Waste Containers, in order to assist
2405 with implementing Agency's mandatory Commercial Recycling policy or strategy.~~

2406 **7.05 MULTI-FAMILY RECYCLING PROMOTION PROGRAM**

2407 A. **Multi-Family Dwelling Promotion.** Contractor shall provide ~~adequate staff~~ Waste
2408 Zero Specialists to work directly with Owners or property managers of Multi-Family
2409 Residential Complexes to implement the Single-Stream Targeted Recyclable
2410 Materials and Organic Materials Collection services, and to assess Customer service
2411 ~~needs at least annually for each~~ all Multi-Family Residential ~~Complex~~ Complexes. The
2412 Multi-Family complexes that Contractor shall visit each year and the outreach
2413 activities that shall be performed shall be outlined in the Three-Year Recycling
2414 Technical Assistance Plan described in Section 7.03.B and approved by the Agency
2415 and SBWMA. The Contractor's implementation activities ~~shall~~ may include, but shall
2416 not be limited to, the following types of tasks for ~~each~~ Multi-Family Residential

2417 ~~Complex~~Complexes that ~~subscribes~~subscribe to Single-Stream Targeted Recyclable
2418 Materials and/or Organics Materials Collection services:

- 2419 1. Site Assessments. Contractor shall contact or meet in person with Owner or
2420 property manager to explain the Single-Stream Targeted Recyclable Materials
2421 and/or Organics Materials Collection program ~~and conduct an on-site~~
2422 ~~assessment~~ of Multi-Family Residential Complexes containing ~~twenty (20)~~twenty-five (5)
2423 or more Residential units to determine the appropriate number and type of Solid
2424 Waste and Recyclable Materials Containers and the frequency of Collection. As
2425 part of its standard Collection Services, Contractor shall provide Containers for
2426 Organics Material such as Food Scraps, compostable paper, and Plant
2427 Materials, and Single-Stream Targeted Recyclable Materials or Source
2428 Separated Targeted Recyclable Materials such as newspaper, cardboard, mixed
2429 paper, glass, aluminum, etc. depending on the needs of the Multi-Family
2430 Residential Complex. If practical, Contractor shall locate the Solid Waste ~~and,~~
2431 Recyclable Materials, and Organic Materials Containers in the same area so
2432 tenants carry materials to one location. Contractor shall also offer Recyclable
2433 Materials Carts for use in the mail area of the Premises. ~~The~~A site assessment
2434 shall be conducted by Contractor when Targeted Organics Materials or
2435 Recyclable Materials Collection services are initially provided at a Multi-Family
2436 Residential Complex, and ~~once every three (3) years thereafter~~as requested by
2437 Customer or deemed necessary by Contractor throughout the Term of this
2438 Agreement.
- 2439 2. Service Level Adjustments. Within five (5) Business Days of completing the site
2440 assessment or receiving a request from a Customer, Contractor shall adjust the
2441 Customer's service level by providing any Solid Waste ~~or,~~ Recyclable Materials,
2442 and/or Organic Materials Containers needed for change in service, removing
2443 unneeded Containers, and revising the Customer's service level in the Billing
2444 system to reflect the monthly Rate for the new service level. At the time new
2445 Containers are delivered or existing Containers are removed, the Contractor
2446 shall confirm that all Containers are properly labeled and shall provide public
2447 education signage for the Container areas and extra signs for public and
2448 common areas such as mail and laundry rooms, etc.
- 2449 3. ~~Preparation and~~ Distribution of Public Education Materials. Contractor shall
2450 provide Owner or property manager with education materials developed by
2451 Agency, SBWMA or SBWMA Contractor, which describe the requirements of the
2452 Recyclable Materials and/or Organic Materials Collection program, (as
2453 applicable), including flyers, door hangers and Recycling Tote-Bags for
2454 distribution to tenants, signage for common areas such as mail rooms and
2455 laundry rooms, Kitchen Pails, and move-in kits for new tenants.
- 2456 B. **Notification to Multi-Family Dwelling Customers**. Upon request from a new or
2457 current Customer for new or changes in service, Contractor shall notify the Customer
2458 by mail or email of the Targeted Recyclable Materials and Organic Materials
2459 Collection services offered by Contractor. Such notification shall be ~~provided~~made
2460 available in English and Spanish.
- 2461 C. **Signs and Placards**. Contractor shall be responsible for preparing, distributing, and
2462 posting signs and placards at Multi-Family Dwelling Premises that promote Targeted
2463 Recyclable Materials and Organic Materials Collection services, describe the

2464 program requirements, and identify allowable and prohibited types of materials for
 2465 Collection. At a minimum, these signs shall be durable, weather resistant and posted
 2466 in the Container areas. Upon request of the Customer, Contractor shall provide
 2467 signage and Container labeling in a second language such as, but not limited to,
 2468 Spanish. Within ten (10) Business Days of a Customer's request, Contractor shall
 2469 provide extra signage for use in areas such as laundry and mail rooms at Multi-Family
 2470 Residential Complexes. The design of all signs and placards shall be approved by
 2471 Agency or SBWMA prior to distribution by Contractor.

2472 7.06 WASTE GENERATION/CHARACTERIZATION STUDIES

2473 Contractor acknowledges that Agency may perform Solid Waste, Recyclable Materials,
 2474 and/or Organic Materials generation and characterization studies periodically to determine
 2475 the composition and Contamination Levels of Collected materials. Contractor agrees to
 2476 participate and cooperate with SBWMA and Agency and its agents and to accomplish
 2477 studies and data collection and prepare reports, as needed, to determine weights and
 2478 volumes of Solid Waste, Targeted Recyclable Materials, Plant Materials, and Organic
 2479 Materials and characterize materials generated, Disposed, transformed, diverted, or
 2480 otherwise handled/processed to satisfy requirements of the Act, and other State
 2481 legislation/regulations (such as, but not limited to, AB 341, AB 1594, AB 1826, SB 1061,
 2482 and SB 1383). Contractor shall also facilitate visual audits of Multi-Family Dwelling,
 2483 Commercial, and Agency Cart and Bin service accounts. The visual audits will entail
 2484 tipping the contents of ~~Customers Container~~ Customers' Containers on the tipping floor at
 2485 the Designated Transfer and Processing Facility and visually observing and documenting
 2486 the contents (without pursuing a detailed weight-based characterization study). The
 2487 materials will then be processed at the Designated Transfer and Processing Facility.
 2488 Contractor ~~will~~ shall be required to facilitate said visual audits at the request of Agency;
 2489 however, the annual total quantity of requests for visual audits for each Service Sector
 2490 shall be limited to ten percent (10%) of the total number of accounts for each Service
 2491 Sector.

2492 The SBWMA will use the Contamination Measurement Procedures set forth in Attachment
 2493 ~~E-1 and E-2~~, to determine the Contamination Levels of single loads ~~and quarterly~~
 2494 ~~Contamination Levels, respectively, of Source Separated and Targeted Recyclable~~
 2495 ~~Materials, Plant Materials and Organic~~ materials delivered to the Designated Transfer
 2496 and Processing Facility.

2497 7.07 PROGRAM EVALUATION

2498 The Agency may require the Contractor to periodically conduct audits of the Residential
 2499 and Commercial Solid Waste, Targeted Recyclable Materials, and Organic Materials
 2500 Collection programs to assess one (1) or more of the following performance indicators:
 2501 average volume of Targeted Recyclable Materials per set-out per Customer, average
 2502 volume of Organic Materials per set-out per Customer, participation level (i.e., number of
 2503 Customers setting out Containers per week), Contamination Levels, etc. Contractor shall
 2504 perform up to five (5) Days of route auditing, at no additional cost to ~~the Agency or~~
 2505 ~~Customers~~ and shall not bill Agency for such services, once per calendar year. Prior to
 2506 the program evaluation audit, Agency and Contractor shall meet and discuss the purpose
 2507 of the audit and agree on the method, scope, and data to be provided by the Contractor.
 2508 If Agency requires more than five (5) Days of auditing for the purposes of program

2509 evaluation, the activity shall be considered an Agency-directed change in scope and
2510 handled in accordance with provisions in Section 15.12.

2511 If the Contractor does not Collect Multi-Family Dwelling Solid Waste, Targeted Recyclable
2512 Materials, and Organic Materials using dedicated Collection vehicles, thereby precluding
2513 regular and accurate reporting of the Tonnage of Solid Waste, Targeted Recyclable
2514 Materials, and Organic Materials Collected from Multi-Family Residential Complexes, the
2515 Agency may require the Contractor to conduct a semi-annual or annual Tonnage
2516 assessment that involves separately Collecting, weighing, and reporting Multi-Family
2517 Dwelling Solid Waste, Targeted Recyclable Materials, and Organic Materials to quantify
2518 Tonnage Collected during a given week. This assessment shall be performed by
2519 Contractor at no additional cost to ~~the Agency or Customers~~ and shall not bill Agency for
2520 such services.

2521 If the Agency wants to collect program data, perform field work, conduct route audits to
2522 investigate Customer participation levels and set-out volumes, and/or evaluate and
2523 monitor program results related to Solid Waste, Targeted Recyclable Materials, ~~and~~
2524 Organic Materials, Bulky Items, and abandoned waste Collected in the Agency by the
2525 Contractor, the Contractor shall cooperate with the Agency and its agent(s), which may
2526 include the SBWMA and its consultants.

2527 7.08 PROVISION OF EMERGENCY SERVICES

2528 Contractor shall provide emergency services at the Agency's request in the event of major
2529 accidents, disruptions, or natural calamities. Emergency services may include, but are
2530 not limited to: assistance handling, salvaging, processing, composting, or Recycling
2531 materials; or Disposing of Solid Waste following a major accident, disruption, or natural
2532 calamity. Contractor shall be capable of providing emergency services within twenty-four
2533 (24) hours of notification by the Agency or as soon thereafter as is reasonably practical in
2534 light of the circumstances. Emergency services which exceed the Contractor's obligations
2535 shall be compensated in accordance with Article 11. If Contractor cannot provide the
2536 requested emergency services, the Agency shall have the right to temporarily take
2537 possession of the Contractor's equipment for the purposes of providing emergency
2538 services in accordance with Article 12.

2539 7.09 MFD AND COMMERCIAL RECYCLING BLITZ

2540 Upon Agency's request, Contractor ~~has developed~~ shall provide a ~~comprehensive early~~
2541 ~~roll-out recycling promotion plan (Recycling Blitz)~~ outreach program that will target Multi-
2542 Family Dwelling, Mixed Use, and Commercial Customers ~~over~~ as needed. ~~Such a six (6)~~
2543 ~~month period prior to the start~~ change shall be considered an Agency-directed change in
2544 scope and handled in accordance with Section 15.12. ~~As part of Collection Services on~~
2545 ~~January 1, 2011, the Recycling Blitz,~~ Contractor ~~shall~~ may be required to offer to provide
2546 Single-Stream Targeted Materials Recycling and Organic Materials Collection Service to
2547 Multi-Family Dwelling and Commercial Customers that are currently receiving limited or
2548 no Recycling or Organic Materials Collection service. The promotional materials,
2549 messages, and communications used by Contractor to support Recycling Blitz activities
2550 shall be developed collaboratively with the SBWMA and Agency and production of
2551 materials shall be paid for by Contractor ~~at no additional cost to~~ and shall not bill Agency
2552 for such services or SBWMA. All promotional materials used by Contractor shall be
2553 authorized by the SBWMA and Agency.

~~If Contractor willis required to conduct a Recycling Blitz, Contractor shall form a Recycling Blitz team, utilizing resources from within the Norcal/Recology organization, such as managers, recycling coordinators and operational staff of other Norcal/Recology subsidiaries, who will be recruited in one (1) to two (2) week assignments~~Waste Zero Specialists, to assist in this promotion campaign. The focus of the Recycling Blitz program ~~will~~shall be on Customers that are either not currently Recycling or diverting Organic Materials, or have only limited service. The Recycling Blitz team ~~will~~shall work with Customers to expand Collection of Targeted Recyclable and Organic Materials and make recommendations for reduced Solid Waste Container sizes and/or frequency of Solid Waste Collection service. Contractor shall work collaboratively with the SBWMA and ~~the Agency's Previous Contractor~~Agency.

~~Contractor projects that, as the result of undertaking this recycling promotion program, it will increase the volume of Targeted Recyclable Materials collected in the SBWMA Service Area by 9,800 annual tons starting January 1, 2011.~~

~~All Recycling tons Collected through the Recycling Blitz will be delivered by Contractor to the SRDC or to an alternate Recycling processor approved by the SBWMA. All revenue received by Contractor from an alternate recycling processor for Targeted Recyclable Materials Collected during the Recycling Blitz will be remitted by Contractor to the SBWMA. Contractor shall provide SBWMA with monthly tonnage reports of materials Collected during the Recycling Blitz.~~

2574 7.10 CARBON FOOTPRINT MEASURING

~~Contractor shall develop and submit to Agency and SBWMA an annual climate action report.~~ Contractor shall annually file its emissions data with the California Climate Action Registry (CCAR). ~~The annual climate action report shall be submitted with Contractor's annual report. This report shall include: information on Contractor's~~Upon request of Agency or SBWMA, Contractor shall provide emissions data filed with CCAR; a description of Contractor's carbon footprint; and, a description of Contractor's activities both planned and implemented to reduce its carbon footprint for the previous calendar years.

2583 7.11 ENVIRONMENTAL MANAGEMENT PROGRAM

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

2593 7.12 ANNUAL ROUTE ASSESSMENT

Contractor shall conduct a route assessment of the Service Area each Rate Year. This comprehensive route assessment shall require Contractor to assess all of its Solid Waste, Targeted Recyclable Materials, and Organic Materials Collection Customers over a one

2597 (1) week period during the same month each year for the Term. The assessment is
 2598 intended to annually confirm and update Contractor's data related to Customer accounts,
 2599 service levels and operations, including, but not limited to: (i) number of Accounts; (ii)
 2600 Customer address; (iii) number and type of Containers at each Account; and (iv) Collection
 2601 frequency of each Container at each Account; (v) ~~Bin and Cart lifts~~; (vi) Drop Box pulls;
 2602 (vii) service stops; (viii) route hours per year; and (ix) Tonnage Collected. All service level
 2603 information related to lifts and pulls ~~will~~shall be derived in part from
 2604 ~~Contractors~~Contractor's database management system. All route labor hours shall be
 2605 based on total route hours for routes exclusive to each Agency and Tonnage information
 2606 shall be based on actual Tons Collected. For routes that service more than one Agency,
 2607 the Tonnage Collected on these routes and total route hours shall be allocated to the
 2608 respective Agencies based on the type and number of accounts and service levels
 2609 attributable to each Agency.

2610 **7.13 RIGHT OF AGENCY OR SBWMA TO MAKE CHANGES TO OTHER SERVICES**

2611 **A. Quarterly Review.** Beginning on the Commencement Date, and on a quarterly basis
 2612 thereafter, Contractor shall meet with Agency and SBWMA to discuss the services
 2613 performed by the Contractor pursuant to Sections 7.03 through 7.07 ("Other
 2614 Services"). The purpose of the meetings will be to review the performance and results
 2615 of the Other Services compared to the milestones, goals, and performance standards
 2616 stated in the then-current Three-Year Public Education and Recycling Technical
 2617 Assistance Plan. Contractor's quarterly reports provided in accordance with the
 2618 reporting requirements of Article 9 shall be used to review performance, and
 2619 Contractor shall provide other information requested by Agency or SBWMA
 2620 necessary to evaluate the performance of each Other Service.

2621 **B. Change in Services.** Agency or SBWMA may, without amending this Agreement,
 2622 direct Contractor to increase or decrease the performance or scope of one or more
 2623 of the Other Services. Contractor shall promptly and cooperatively comply with such
 2624 direction. If such changes cause an increase or decrease in the cost of performing
 2625 the Other Services, an equitable adjustment in the Contractor's Compensation shall
 2626 be made in accordance with change in service provisions in Section 15.12. Contractor
 2627 shall continue to perform the new or changed service while the appropriate
 2628 adjustment in Contractor's Compensation is being determined.

2629 **C. Additional Services.** Agency or SBWMA may direct the Contractor to perform
 2630 additional services pertaining to Sections 7.03 through 7.07, but not described herein,
 2631 and Contractor shall provide a cost proposal in accordance with change in service
 2632 provisions in Section 15.12. If the Contractor and SBWMA cannot agree on terms and
 2633 conditions for such additional services within one-hundred twenty (120) Days from
 2634 the date which the SBWMA first requests a proposal from Contractor to perform such
 2635 services, Agency or SBWMA may perform these services itself or permit a third-party
 2636 or parties other than Contractor to provide such Other Services. Contractor shall
 2637 provide such third-party or parties access to and use of Facilities and Contractor
 2638 information as necessary for such third-party or parties to perform all such Other
 2639 Services.

2640

ARTICLE 8
REQUIREMENTS FOR OPERATIONS,
EQUIPMENT, AND PERSONNEL

2641
 2642
 2643

2644 **8.01 COLLECTION HOURS AND SCHEDULES**

2645 **A. Hours of Collection**

- 2646 1. Residential. Residential Solid Waste, Targeted Recyclable Materials, and
 2647 Organic Materials (including all such services provided to SFD and Multi-Family
 2648 Dwelling Premises) shall be Collected on weekdays (i.e., Monday through
 2649 Friday) between 6:00 a.m. and 6:00 p.m. exclusive of Holidays defined in
 2650 Attachment A for Collection service.
- 2651 2. Commercial, Mixed Use, and Agency Facilities. Commercial, Mixed Use, and
 2652 Agency Facilities Solid Waste, Targeted Recyclable Materials, and Organic
 2653 Materials shall be Collected on weekdays (i.e., Monday through Friday) between
 2654 3:00 a.m. and 6:00 p.m. and weekends (i.e., Saturday and Sunday) between
 2655 6:00 a.m. and 5:00 p.m., exclusive of Holidays- specified in Attachment A for
 2656 Collection service. The Agency may restrict or require modifications to hours for
 2657 Collection from Commercial Premises, Mixed Use Buildings, and Agency
 2658 Facilities to resolve noise Complaints, and, in such case, the Agency Manager
 2659 may restrict the allowable operating hours.
- 2660 3. Commercial, Mixed Use, and Agency Facilities Exception. Collection from
 2661 Commercial Premises, Mixed Use Buildings, and Agency Facilities that are two-
 2662 hundred (200) feet or less from Residential Premises shall only occur between
 2663 the hours of 6:00 a.m. and 6:00 p.m., Monday through Saturday and all such
 2664 operations shall be in accordance with permissions provided to Contractor by
 2665 Agency. The Agency may restrict or require modifications to hours for Collection
 2666 from Commercial Premises, Mixed Use Buildings, and Agency Facilities to
 2667 resolve noise Complaints, and, in such case, the Agency Manager may restrict
 2668 the allowable operating hours.
- 2669 4. Exception. In the event of an unforeseen circumstance, the Contractor may
 2670 Collect materials from Residential Premises, Commercial Premises, Mixed Use
 2671 Buildings, or Agency Facilities that are two-hundred (200) feet or less from
 2672 Residential Premises between the hours of 3:00 a.m. and 6:00 p.m., Monday
 2673 through Saturday, upon prior written approval from the Agency Manager.
- 2674 5. Local Noise Ordinance. If an Agency ordinance regulating noise limits the hours
 2675 of Collection more restrictively than the preceding subsections, the terms of the
 2676 ordinance shall govern.
- 2677 6. Modification. The Collection hours and distances set forth in Sections 8.01.A.3
 2678 and 8.01.A.4 may be adjusted by mutual agreement of Agency (acting through
 2679 the Agency Manager) and Contractor (acting through its General Manager),
 2680 provided that the Collection hours and distances are at all times consistent with
 2681 Agency ordinances.

2682 B. **Route Schedules.** Routes over which Contractor's vehicles travel to affect the
 2683 Collection and transport of Solid Waste, Targeted Recyclable Materials, and Organic
 2684 Materials shall be selected to minimize damage to Agency and private streets, and
 2685 minimize inconvenience and disturbance to the public. The route schedules and
 2686 routing maps shall be subject to the approval of Agency prior to Commencement of
 2687 services. Contractor shall use due care to obey all traffic laws and prevent materials
 2688 being transported from being spilled or scattered during transport.

2689 Contractor shall be prepared to review its operations plan outlining the Collection
 2690 routes, intervals of Collection and Collection times for all materials Collected under
 2691 this Agreement with the Agency or its representatives at least annually. More
 2692 frequent reviews may be required if operations are not satisfactory based on
 2693 documented observations or reports or Complaints. If the plan is determined to
 2694 inadequately address the unsatisfactory performance as documented by
 2695 observations and Complaints, the Agency may direct Contractor to revise the plan
 2696 incorporating any changes into a revised plan and review said revised plan with the
 2697 Agency within thirty (30) Days of the initial meeting with the Agency.

2698 C. **Contingency Plan.** Contractor shall submit to Agency ninety (90) Days prior to
 2699 Commencement Date, a written contingency plan demonstrating Contractor's
 2700 arrangements to provide vehicles and personnel and to maintain uninterrupted
 2701 service during breakdowns, and in case of natural disaster or other emergency,
 2702 including the events described in Section 14.09.

2703 8.02 COLLECTION STANDARDS

2704 ~~A. **Implementation of Services.** The Contractor's implementation of the services~~
 2705 ~~required by this Agreement shall occur in a smooth and seamless manner so that~~
 2706 ~~Customers and/or Generators do not experience disruption in Collection services~~
 2707 ~~when services are initiated on the Commencement Date. Contractor shall be~~
 2708 ~~responsible for managing implementation of new Collection services and other~~
 2709 ~~related services and shall do so in accordance with the Implementation Plan prepared~~
 2710 ~~by the Contractor and incorporated into this Agreement as Attachment L.~~

2711 A. Reserved

2712 B. **Servicing Containers and Missed Pick-Ups**

2713 1. General. Contractor shall Collect the contents and return each Container to the
 2714 location where the Occupant properly placed the Container for Collection.
 2715 Contractor shall place the Containers upright with lids properly closed and
 2716 secured.

2717 Contractor shall use due care when handling Containers. Contractor shall not
 2718 throw, roughly handle, damage, or break Containers.

2719 Upon Customer request, Contractor shall provide special services including:
 2720 unlocking and locking Containers; accessing locked Container enclosures (e.g.,
 2721 with a key or combination lock); providing Container Relocation Service; and
 2722 ~~pulling or pushing Containers to the Collection vehicle.~~ providing Long Distance
 2723 Service. Contractor shall provide ~~the special~~these services ~~described in this~~
 2724 ~~paragraph~~ upon request from Customer and Contractor shall ~~be entitled to bill~~
 2725 Customer asat Agency-approved Charges specified in Attachment Q. Section

- 2726 5.02 provides additional information on general Container service requirements,
 2727 Long Distance Service, and Container Relocation Service.
- 2728 **2. Missed Pick-Ups.** When notified of a missed pick-up, Contractor shall Collect the
 2729 Solid Waste, Targeted Recyclable Materials, or Organic Materials on the day the
 2730 notice is received, if possible, and in all cases shall Collect the missed pick-up
 2731 by 6:00 p.m. of the next Business Day following receipt of the missed pick-up
 2732 notification.
- 2733 **C. New Customers and Change in Service Levels.** Contractor shall deliver
 2734 Containers and initiate Collection services for a new Customer within five (5)
 2735 Business Days of the Customer's request for service. If an existing Customer
 2736 requests a change in the number or size of their Solid Waste, Recyclable Materials,
 2737 or Organic Materials Containers and/or frequency of Collection, the Contractor shall
 2738 deliver additional Containers and/or remove Containers and shall initiate changes in
 2739 the Collection services within five (5) Business Days of the Customer's request for a
 2740 change in service.
- 2741 **D. Separate Collection of Materials and Allocation of Agency Materials.** Contractor
 2742 shall separately Collect and segregate Solid Waste, Targeted Recyclable Materials,
 2743 and Organic Materials from each other and shall not Commingle these materials at
 2744 any time during the transportation or delivery of those materials to the Designated
 2745 Transfer and Processing Facility. Solid Waste, Targeted Recyclable Materials, and
 2746 Organic Materials Collected in the Agency, which are combined with materials
 2747 Collected from other SBWMA Member Agencies, shall be allocated by Contractor to
 2748 the Agency's Collection program based on volume or Tonnage using a method
 2749 approved by the Agency and SBWMA. Contractor shall not Collect materials from
 2750 within Agency in the same Collection vehicles used to provide Collection service to
 2751 non-SBWMA Member Agencies, unless provided written approval by Agency.
- 2752 **E. Setout Instructions to Customer.** Contractor shall instruct Customers as to any
 2753 preparation of Solid Waste, Targeted Recyclable Materials, or Organic Materials and
 2754 the proper placement of Containers. If Customers are not adhering to Contractor's
 2755 instructions, Contractor shall notify such Customers in writing. In cases of extreme
 2756 or repeated failure to comply with the instructions, Contractor may decline to pick-up
 2757 the Targeted Recyclable Materials or Organic Materials provided that Contractor
 2758 leaves an adequate number of non-Collection notices on the Container, as
 2759 determined by the Agency, indicating the reason for refusing to Collect the material.
 2760 Such notices shall also identify the steps Generator must take to recommence
 2761 Collection service.
- 2762 **F. Non-Collection Notices.** Contractor may choose not to Collect materials for the
 2763 following reasons: (i) Source Separated or Targeted Recyclable Materials or Organic
 2764 Materials do not comply with the allowable Contamination thresholds; (ii) materials
 2765 contain Hazardous Waste; or (iii) the loaded weight of a Container exceeds the
 2766 maximum load limit specified by the Cart manufacturer and specified in Attachment
 2767 D. In such case, Contractor shall issue non-Collection notices stating the reason(s)
 2768 the materials were not Collected. The non-Collection notice shall be affixed
 2769 prominently onto the Cart to ensure that it is not inadvertently removed from Cart due
 2770 to weather conditions. The non-Collection notices must be protected from rain, if
 2771 precipitation is present or forecasted, by placing the notice in a clear plastic bag prior
 2772 to affixing to Cart.

2773 Contractor shall document the use of non-Collection notices by recording the date
 2774 and time of issuance, address of service recipient, reason(s) for issuance, name of
 2775 employee who issued the notice, and truck and route numbers. The notice shall
 2776 conform to the requirements specified in Section 6.03.A, be at least two inches by six
 2777 inches (2" x 6") in size and shall be approved by the SBWMA. The non-Collection
 2778 notices must identify the steps the Generator must take to recommence Collection
 2779 service. In the event a Container is not Collected due to excessive Contamination and
 2780 Customer does not take the necessary steps to recommence Collection service,
 2781 ~~Contractor shall bill the~~ Customer ~~shall be assessed a fee approved by Agency for~~
 2782 ~~Collection of the Container as Solid Waste by Contractor. This additional fee charged~~
 2783 ~~to Customer may include excessive Contamination at Agency-approved Charges~~
 2784 specified in Attachment Q. The Agency-approved Charges includes: (i) a return trip
 2785 Charge, and (ii) ~~an~~ extra Solid Waste Collection Charge.

2786 Contractor shall report monthly to Agency any non-Collection notices issued.
 2787 Contractor shall take direction from the Agency with regard to termination or
 2788 reinstatement of service to a service recipient due to numerous non-Collection notices
 2789 issued to the same Customer.

2790 G. **Collection of Excess Materials (Overages).** Contractor shall direct its employees
 2791 to Collect an Overage on two (2) occasions each Rate Year at no additional cost to
 2792 Customer. Contractor must provide a notice to Customer documenting the Overage
 2793 in order to count the Overage Collection towards the allocated two (2) per Rate Year
 2794 for each Customer. Customers that place an Overage for Collection for a third and
 2795 subsequent events, may be assessed an Overage fee by Contractor if Contractor
 2796 ~~documents said Overage with a photograph and sends~~ has directly contacted the
 2797 Customer ~~a letter within two (2) Business Days via a phone call or voice message~~
 2798 notifying them of the Overage Collected. ~~The Overage fee billed by Contractor to~~ shall
 2799 bill Customer for a third and subsequent Overage ~~event~~ events at Agency-approved
 2800 Charges specified in Attachment Q. Contractor shall provide Customers the
 2801 opportunity to request an Overage Collection service in advance. In such case,
 2802 Contractor shall bill the Customer at the Agency-approved Charge specified in
 2803 Attachment Q.

2804 Contractor shall provide Customers the opportunity to subscribe to Overage
 2805 Collection service, in advance, or purchase Overage bag(s) from the Contractor.
 2806 Contractor shall provide Customers the opportunity to purchase Overage bags
 2807 through its Customer service department or electronically via Contractor's website.
 2808 The Overage bag(s) shall have markings identifying it as the Contractor's Overage
 2809 bag. Contractor shall mail or deliver Overage bags to Customers within three (3)
 2810 Business days of Customer's request. The ~~cost~~ Charge for Overage bags is specified
 2811 in Attachment Q and includes all aspects of purchasing the bags, printing, and
 2812 distribution (i.e., mailing or direct delivery by Contractor). Customers shall also be
 2813 provided the opportunity to purchase Overage bags at Contractor's local office. The
 2814 quantity of Overage bags per request from Customer shall be limited to five (5) per
 2815 request.

2816 If the Agency and/or Contractor receive numerous Complaints (as determined by the
 2817 Agency) from Customers regarding Customer dissatisfaction with the requirement to
 2818 purchase Overage bags, the Agency reserves the right to require the Contractor to
 2819 modify its Overage program to better serve its Customers and/or require the
 2820 Customer to subscribe to additional Collection service.

2821 H. **Care of Private Property.** Contractor shall not damage private property. Contractor
 2822 shall ensure that its employees: (i) close all gates opened in making Collections,
 2823 unless otherwise directed by the Customer, (ii) do not cross landscaped areas, and
 2824 (iii) do not climb or jump over hedges and fences.

2825 Agency shall refer Complaints about damage to private property to Contractor.
 2826 Contractor shall repair, to its previous condition, all damage to private or public
 2827 property caused by its employees.

2828 Contractor shall endeavor to resolve all claims regarding damage to private property
 2829 as soon as reasonably practicable following receipt thereof, made by Owners or
 2830 Occupants of property served by Contractor, for damages to property including, but
 2831 not limited to, Containers. In the event such damage shall have been caused by the
 2832 negligence or intentional acts of Contractor, its officers, agents, or employees,
 2833 Contractor shall promptly repair or replace such damaged property. The provisions
 2834 of this Section 8.02.H shall not be deemed a limitation upon any other provisions of
 2835 this Agreement, or any rights or remedies which may accrue to Agency by reason of
 2836 Contractor's acts or omissions to act hereunder. Contractor is required to repair
 2837 damage and/or resolve claims regarding damage to property within thirty (30) Days
 2838 of receipt of the Complaint.

2839 This Section 8.02.H shall not apply to damage to public or private roads or driveways
 2840 caused by the weight of Contractor's vehicles. If a Customer requests Contractor to
 2841 provide on-premises (i.e., non-Curbside) service, and in doing so would require
 2842 Contractor to drive its Collection vehicle on a private road or driveway, then, as a
 2843 condition to providing that service, Contractor shall require the Customer, property
 2844 owner, or other responsible party to sign a reasonable waiver releasing Contractor
 2845 from liability for such damage.

2846 I. **Litter Abatement**

2847 1. Minimization of Spills. If any Solid Waste, Targeted Recyclable Materials, or
 2848 Organic Materials are spilled or scattered during Collection or transportation
 2849 operations, the Contractor shall promptly clean up all spilled and scattered
 2850 materials. Contractor shall use due care to prevent vehicle oil, vehicle fuel, or
 2851 other liquids from being spilled during Collection or transportation operations
 2852 including maintenance of the Collection vehicles to minimize and correct any
 2853 leaks. Contractor shall ensure that all liquid spills or leaked liquids or fluids are
 2854 cleaned up promptly on the same day that they occur.

2855 Contractor shall not transfer loads from one vehicle to another on any public
 2856 street, unless it is necessary to do so because of mechanical failure, emergency
 2857 (e.g., combustion of material in the vehicle), accidental damage to a vehicle, or
 2858 unless approved by the Agency.

2859 2. Clean-Up. During Collection operations, the Contractor shall clean-up litter in
 2860 the immediate vicinity of any Container storage area (including the areas where
 2861 Containers are delivered for Collection) if Contractor's actions are the cause of
 2862 the litter. Each Collection vehicle shall be equipped with protective gloves, a
 2863 broom, and shovel at all times for cleaning up litter. Absorbent material shall be
 2864 carried on each Collection vehicle at all times and used by Contractor for
 2865 cleaning up liquid spills. The Contractor shall document and discuss instances
 2866 of repeated spillage not caused by it with the Customer where spillage occurs,

2867 and Contractor shall report such instances to Agency. If the Contractor has
 2868 attempted to have a Customer stop creating spillage but is unsuccessful, the
 2869 Agency will attempt to rectify such situation with the Customer. Contractor shall
 2870 coordinate with Agency regarding Agency street cleaning activities to minimize
 2871 litter.

2872 3. Covering of Loads. Contractor shall cover all open Drop Boxes with an Agency-
 2873 approved cover, at the Collection location before transporting materials to the
 2874 Designated Transfer and Processing Facility.

2875 J. **Noise**. All Collection operations shall be conducted as quietly as possible and shall
 2876 conform to applicable federal, State, County, and Agency noise level regulations.
 2877 Contractor shall promptly resolve any Complaints of noise to the satisfaction of the
 2878 Agency.

2879 K. **Route Books and Route Maps**. For each Collection route, Contractor shall maintain
 2880 a route book and route map that documents each Customer on the route, their service
 2881 address, service level, and the order in which Customers shall be serviced (e.g., the
 2882 order in which routes shall be driven). Contractor shall distribute new route books
 2883 and route maps to its Collection vehicle drivers as frequently as necessary; and each
 2884 driver shall note differences in the service levels shown in the route book, adding and
 2885 subtracting Customers and service levels, as necessary. Route supervisors shall
 2886 periodically check the routes to ensure that drivers are providing service in
 2887 accordance with their route books. Contractor shall provide Agency with route books
 2888 and maps including assessor parcel data when available within ten (10) Business
 2889 Days of request.

2890 L. **Change in Collection Schedule**. Contractor shall notify Agency a minimum of sixty
 2891 (60) Business Days prior to a change in the Residential Collection schedule or two
 2892 (2) weeks for minor adjustments (defined as less than the average size of a single
 2893 route per the Collection service metrics delineated in the prior year's Compensation
 2894 Application), and shall request approval of Contractor's notice to Residential
 2895 Customers thirty (30) Business Days prior to a change in Service Day, unless this
 2896 requirement is waived in writing by Agency. Contractor shall notify Owners and
 2897 Occupants of Residential Premises not later than ten (10) Business Days prior to any
 2898 change in Residential Collection operations which results in a change in the day on
 2899 which Solid Waste, Targeted Recyclable Materials, and Organic Materials Collection
 2900 occurs. Contractor shall not permit any Customer to go more than five (5) Business
 2901 Days without service in connection with a Collection schedule change.

2902 **8.03 UNLOADING MATERIALS AT THE DESIGNATED TRANSFER AND PROCESSING** 2903 **FACILITY**

2904 Contractor shall be required to unload at the Designated Transfer and Processing Facility
 2905 all materials from its Collection vehicles by its own personnel. Contractor shall be required
 2906 to ensure that unloaded materials are properly placed in the designated areas and
 2907 containers as directed by Operator and SBWMA. For example, Contractor shall be
 2908 required to deposit at the Designated Transfer and Processing Facility Batteries and Cell
 2909 Phones, Used Motor Oil, and Used Motor Oil Filters in the containers provided by Operator
 2910 and designated for storage of these materials. Contractor shall cooperate with Operator
 2911 to ensure its Collection vehicles unload Solid Waste, Targeted Recyclable Materials,
 2912 Organic Materials ~~and all other Discarded Materials, and other materials (e.g., Batteries,~~

2913 Cell Phones, Used Motor Oil, and Used Motor Oil Filters) Collected by Contractor in the
 2914 locations designated by Operator and SBWMA.

2915 **8.04 VEHICLES**

2916 A. **General.** Contractor shall provide a fleet of Collection vehicles sufficient in number
 2917 and capacity to efficiently perform the work required by the Agreement in strict
 2918 accordance with its terms. Contractor shall have available sufficient back-up vehicles
 2919 for each type of Collection vehicle used (e.g., side loader, front loader, and roll-off
 2920 vehicles) to respond to mechanical breakdowns, Complaints, and emergencies.
 2921 Contractor shall maintain a spare ratio of ten percent (10%) for all Collection vehicles
 2922 used in the SBWMA Service Area. ~~As it is contemplated that, as of the~~
 2923 ~~Commencement Date, all Residential and Commercial Collection vehicles will be~~
 2924 ~~vehicles that Contractor purchased during the term of the 2009 Franchise Agreement~~
 2925 ~~and will be nearing the end of their useful life.~~

2926 Contractor shall be new; purchase and place into service after the Commencement
 2927 Date all new vehicles to replace its Collection vehicles and other vehicles such as
 2928 roll-off trucks, support vehicles, and spare vehicles may be used by Contractor in the
 2929 SBWMA Service Area in accordance with the Contractor-prepared equipment
 2930 replacement schedule in Attachment N. The new vehicles shall replace all vehicles in
 2931 service on the Commencement Date. The vehicles shall be purchased and placed in
 2932 service in accordance with the timeline shown in Attachment N unless an alternative
 2933 timeline is agreed upon by the SBWMA provided that all new vehicles shall be in
 2934 service on or used before June 15, 2026. The estimated depreciation and interest
 2935 expenses for the acquisition of new vehicles shall be included in Contractor's
 2936 Compensation for 2021 and adjustments during the Term shall be made in
 2937 accordance with Attachment K. Agency has no responsibility to pay Contractor for
 2938 remaining net book value of any Vehicles, Containers, or other equipment that is not
 2939 fully depreciated at end of Term, unless Agency elects to purchase Containers
 2940 pursuant to Section 8.05.F of the Agreement.

2941 At no time ~~during~~after the ~~Term~~Commencement Date shall any vehicle used to
 2942 perform the services required under this Agreement exceed ~~ten (10)~~fifteen (15) years
 2943 of age from the first date the vehicle was registered. ~~Contractor shall provide~~
 2944 ~~Collection vehicles in accordance with the specifications contained in Attachment P.~~
 2945 ~~unless agreed upon by the SBWMA.~~ Collection vehicles and other vehicles whose
 2946 acquisition ~~cost is~~costs are included in the calculation of Contractor's Compensation
 2947 may be used only in the SBWMA Service Area.

2948 **B. General Vehicle Specifications**

- 2949 1. All vehicles used by Contractor in providing Solid Waste, Targeted Recyclable
 2950 Material, and Organic Material Collection services shall be registered with the
 2951 California Department of Motor Vehicles.
- 2952 2. All Collection vehicles shall have leak-proof bodies designed to prevent leakage,
 2953 spillage, and/or overflow and shall be designed so that Collected materials are
 2954 not visible.
- 2955 3. All vehicles shall comply with California Environmental Protection Agency (EPA)
 2956 noise emission regulations and California Air Resources Board air quality
 2957 regulations and other applicable pollution control regulations.

- 2958
2959
2960
2961
2962
2963
2964
2965
2966
2967
2968
2969
2970
2971
2972
2973
2974
2975
2976
2977
2978
2979
2980
2981
2982
2983
2984
2985
2986
2987
2988
2989
2990
2991
2992
2993
2994
2995
2996
2997
2998
2999
3000
3001
3002
3003
4. All Collection vehicles shall have cameras to monitor driving and loading activities including, at a minimum: (i) back-up cameras mounted at the rear and side of the vehicle; and, (ii) a hopper camera clearly displaying the contents of the hopper prior to compaction.
 5. Contractor shall be required to operate an adequate number of Collection vehicles that shall be capable of servicing hard-to-service areas and accessing long driveways in the Service Area.
 6. All Collection vehicles shall be capable of unloading materials in the Designated Transfer and Processing Facility buildings taking clearance heights, especially in the MRF, into consideration.
 7. All Collection vehicles shall be equipped with and shall utilize Routeware on-board computer system computers and an on-board GPS tracking device devices with real-time transmission to all levels of Contractor's operations.
 - ~~8. All Collection vehicles shall use The on-board computer system shall: (i) capture all operations data needed to complete the biodiesel fuel blend formulated to contain the highest percentage of biofuel approved for use in Contractor's vehicles by the California Air Resources Board. Currently, the highest approved blend is B-20 reporting requirements for this Agreement; (ii) capture all operating data needed to prepare the Contractor's Application; and (iii) allow Customer service staff direct real-time access to driver data including vehicle location, Container set-out and service data, and notes regarding service issues.~~
 - ~~98.~~ 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.
 - ~~409.~~ Route supervisors and management personnel shall use one-half ~~(1/2)~~ (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

3004 prominently displayed on all four (4) sides of the vehicles, in letters and numbers with
 3005 a maximum five (5) digit sequence, that are no less than two and one-half (2.5) inches
 3006 in height. Contractor shall not place any other information or logo on Contractor
 3007 vehicles, unless approved in writing by SBWMA. Vehicles shall be clearly labeled to
 3008 indicate the materials Collected by that vehicle, specifically; "Solid Waste,"
 3009 "Recyclables," or "Organic Materials," as directed by SBWMA.

3010 D. **Inventory.** Contractor shall furnish the Agency and SBWMA a written inventory of
 3011 all vehicles used in providing service, and shall update the inventory annually. The
 3012 inventory shall list all vehicles by manufacturer, identification number, date of
 3013 acquisition, type, capacity, decibel rating, average weight of load, and average loaded
 3014 axle weights.

3015 E. **Cleaning and Maintenance**

3016 1. General. Contractor shall maintain all of its properties, vehicles, facilities, and
 3017 equipment used in providing service under this Agreement in a good, safe, neat,
 3018 clean, and operable condition at all times.

3019 2. Cleaning. Vehicles used in the Collection of Solid Waste, Targeted Recyclable
 3020 Materials, and Organic Materials shall be thoroughly washed, and thoroughly
 3021 steam cleaned weekly so as to present a clean appearance. Agency may inspect
 3022 vehicles at any time to determine compliance with this Agreement. Contractor
 3023 shall also make vehicles available to the San Mateo County Health Department
 3024 for inspection, at any frequency it requests.

3025 3. Repainting or Refurbishing. Contractor shall repaint or refurbish to the
 3026 satisfaction of the Agency all vehicles used in the Collection of Solid Waste,
 3027 Targeted Recyclable Materials, and Organic Materials within thirty (30) Business
 3028 ~~Days~~Days' notice from Agency, if Agency determines that their appearance
 3029 warrants painting. The cost for Agency-directed repainting shall be incurred by
 3030 Contractor.

3031 4. Maintenance. Contractor shall inspect each vehicle daily to ensure that all
 3032 equipment is operating properly. Vehicles which are not operating properly shall
 3033 be removed from service until repaired and operating properly. Contractor shall
 3034 perform all scheduled maintenance functions in accordance with the
 3035 manufacturer's specifications and schedule or in accordance with California
 3036 Highway Patrol standards, whichever are more stringent. Contractor shall keep
 3037 accurate records of all vehicle maintenance, recorded according to date and
 3038 mileage and shall make such records available to Agency upon request.
 3039 Hydraulic oil, engine oil, and other spills from Collection vehicles in the Service
 3040 Area are a concern to the Agency. Contractor shall include as part of
 3041 maintenance activities a process for tracking the number and nature of
 3042 automotive spills (type of fluid, amount lost, failure point) and diagnosing the
 3043 cause of those spills. Based on the results of the process, Contractor shall
 3044 implement appropriate corrective actions to address issues that are contributing
 3045 factors to vehicle spills (e.g., revise specifications for specific part failures, revise
 3046 preventative maintenance schedule to address timing of failures), so that each
 3047 occurrence is controlled and minimized.

3048 5. Repair. Contractor shall repair, or arrange for the repair of, all of its vehicles and
 3049 equipment for which repairs are needed because of accident, breakdown,

3050 hydraulic oil or engine oil leaks, or any other cause so as to maintain all
 3051 equipment in a safe and operable condition. If an item of repair is covered by a
 3052 warranty, Contractor shall obtain warranty performance. Contractor shall
 3053 maintain accurate records of repair, which shall include the date and mileage,
 3054 nature of repair and the verification by signature of a maintenance supervisor
 3055 that the repair has been properly performed.

3056 6. Storage. Contractor shall arrange to store all vehicles and other equipment in
 3057 safe and secure location(s) in accordance with all applicable zoning regulations.

3058 F. **Operation**. Vehicles shall be operated in compliance with federal, State, and local
 3059 laws and regulations including, but not limited to, the California Vehicle Code, the
 3060 regulations of the California Air Resources Board (CARB) Waste Collection Vehicle
 3061 Regulations as established in the California Code of Regulations Title 13 Section
 3062 2700 et seq., and all applicable safety and local ordinances. Annually, Contractor
 3063 shall provide the SBWMA and Agency with documentation of such compliance for
 3064 each vehicle. For example, with regard to CARB regulations, such documentation
 3065 shall demonstrate, at a minimum, the vehicle number, make, model, year, control
 3066 technology used or planned, and the year that the control technology was applied or
 3067 is planned to be applied. Contractor shall not load vehicles in excess of the
 3068 manufacturer's recommendations or limitations imposed by federal, State, or local
 3069 weight restrictions on vehicles or roads.

3070 Contractor equipment used for ~~Solid Waste, Targeted Recyclable Materials, and~~
 3071 ~~Organic Materials Collection~~ services shall be registered with the California
 3072 Department of Motor Vehicles. Equipment shall comply with US EPA noise emission
 3073 regulations, currently codified at 40 CFR Part 205, and other applicable noise control
 3074 regulations, and shall incorporate noise control features throughout the entire vehicle.

3075 Annually, Contractor shall have each Collection vehicle weighed at the Designated
 3076 Transfer and Processing Facility to determine the unloaded weight ("tare weight") of
 3077 the vehicle, and the total loaded weight of each load delivered to the Designated
 3078 Transfer and Processing Facility. Upon a major repair that could affect the Collection
 3079 vehicle tare weight, Contractor shall have the Collection vehicle re-weighed to
 3080 establish a new tare weight. Contractor shall track and make adjustments to routes
 3081 to eliminate ongoing over-weights associated with individual routes.

3082 8.05 CONTAINERS

3083 A. **General**. Contractor shall provide all Carts Containers, Bins, ~~Compactors~~, Kitchen
 3084 Pails, and Drop Boxes, as appropriate, to all Customers as part of its obligations
 3085 under this Agreement. Contractor shall ensure that Agency encroachment or other
 3086 required permits are obtained by Customer prior to delivering Containers. As of the
 3087 Commencement Date, all ~~Single-Family Carts and Kitchen Pails must be new while~~
 3088 ~~other~~ Containers may be used. Contractor-provided Containers shall be designed
 3089 and constructed to be watertight and prevent the leakage of liquids. All Carts shall be
 3090 manufactured by injection or rotational molding methods; contain post-consumer
 3091 content; and meet the Cart Container design and performance requirements provided
 3092 in Attachment D – Container Specifications. Carts Containers provided to Customers
 3093 shall have a useful life of ten (10) years as evidenced by a manufacturer's warranty
 3094 or other documentation acceptable to the Agency.

3095 All Containers with a capacity of one (1) cubic yard or more shall meet applicable
 3096 federal, State, and local regulations for Bin safety; shall be covered with attached lids;
 3097 and shall have the capability to be locked if required or requested by Customer or
 3098 Agency.

3099 All Containers shall be maintained in a safe, serviceable, and functional condition.

3100 B. Container Specifications

- 3101 1. Sizes. The Container sizes to be provided to Single-Family, Multi-Family,
 3102 Commercial, and Agency Facility Customers are specified in Attachment D.
 3103 Contractor shall provide Customers with a choice of Container capacities
 3104 specified in Attachment D, and Customers may select their preferred Container
 3105 size(s).
- 3106 2. Color. The colors of the Containers provided to Single-Family, Multi-Family,
 3107 Commercial, and Agency Facility Customers are specified in Attachment D.
- 3108 3. Loading. Minimum allowable loading requirements for the Bin and Drop Box
 3109 contents shall be approved by the Agency prior to purchase based on the
 3110 minimum manufacturer's load limits, as specified in Attachment D.

3111 C. **Container Labeling**. Contractor shall label each Container with white, hot-stamped
 3112 lettering, and in-mold or heavy duty vinyl adhesive labels with graphics, illustrations,
 3113 or artwork that clearly conveys the type of materials (e.g., Solid Waste, Recyclable
 3114 Materials, cardboard, mixed paper, Organic Materials, wood waste, metal, etc.) to be
 3115 placed in the Container for Collection. The labeling shall be positioned on each
 3116 Container so it is visible to the Customer and Collection vehicle drivers on the front
 3117 side, and top. The labeling shall be durable and weather resistant to outdoor
 3118 conditions and have a minimum ten (10) year lifetime.

3119 All Containers shall prominently display information and graphics agreed upon by
 3120 Agency, SBWMA, and Contractor pursuant to Article 7.

3121 Final Container labeling layout, graphics, and text shall be approved by the Agency
 3122 and SBWMA prior to distribution to Customers.

3123 D. **Cleaning and Painting**. Contractor shall be responsible for steam cleaning and
 3124 repainting all Containers, except Carts, to present an aesthetically pleasing clean
 3125 appearance and to ensure this equipment is safely maintained and operationally
 3126 sound. Contractor shall repaint all used Containers ~~within eighteen (18) months of~~
 3127 ~~the Commencement Date and thereafter~~ on an as needed basis. Upon Customer's
 3128 request, Contractor shall steam clean all Solid Waste and Recyclable Materials
 3129 Containers (or exchange existing Containers with clean Containers) twice annually,
 3130 except Carts provided to Residential Premises, which Contractor is not obligated to
 3131 clean or exchange. Contractor shall clean all Organic Materials Containers (or
 3132 exchange existing Containers with clean Containers) quarterly, except Carts provided
 3133 to Residential Premises, which Contractor is not obligated to clean or exchange.
 3134 Contractor shall offer additional cleaning (or clean Container exchange) to Customers
 3135 requesting such service and shall ~~be entitled to bill~~ Customers for such cleaning (or
 3136 Container exchange) asat Agency-approved Charges specified in Attachment Q.

3137 Contractor shall be responsible for cleaning Containers at no additional charge to
 3138 Customer to ensure that nuisance or public health concerns associated with vectors
 3139 are addressed within two (2) Business Days after receipt of notification of said
 3140 condition.

3141 If any Container is impacted by graffiti, Contractor shall remedy the situation within
 3142 forty-eight (48) hours of being notified.

3143 E. **Repair and Replacement.** Contractor shall repair or replace all Containers damaged
 3144 by Collection operations (e.g., vehicle apparatus interface) or otherwise inoperable
 3145 (e.g., due to regular wear and tear) within three (3) Business Days of being notified
 3146 by Customer or observing the damaged Container. If the repair or replacement
 3147 cannot be completed within three (3) Business Days, the Contractor shall notify
 3148 Customer and provide a Container of the same size or larger until the original
 3149 Container can be replaced.

3150 At no additional cost, Contractor shall replace Customer Carts that have been stolen,
 3151 lost, damaged, or destroyed within five (5) Business Days. Contractor shall allow
 3152 Customer to exchange Containers for a Container of a different size at no additional
 3153 cost and shall replace Containers within five (5) Business Days of Customer request.
 3154 ~~Upon written approval from Agency, Contractor shall allow Customers to rent or~~
 3155 ~~purchase additional Carts and shall be entitled to bill Customers as specified in~~
 3156 ~~Attachment Q.~~

3157 The Contractor recognizes that the majority of Containers in service on the
 3158 Commencement Date have nearly reached the end of their useful life or will reach the
 3159 end of the useful life during the Term of the Agreement. Contractor has planned to
 3160 replace Containers that have reached the end of their useful life on a rolling basis
 3161 over the Term of the Agreement. Contractor's estimated depreciation and interest
 3162 expense for Container replacement over the Term and these expenses are included
 3163 in Contractor's Compensation in the amount specified in Attachment K. Contractor
 3164 shall not be entitled to an adjustment to Contractor's Compensation or Rates for
 3165 Container replacements purchased during the Term of the Agreement.

3166 F. **Agency's Rights to Containers.** All Carts, Bins, ~~Compactors~~, and Drop Boxes
 3167 purchased or leased by Contractor and put into service at Customers' Premises
 3168 before the first anniversary of the Commencement Date shall become property of the
 3169 Agency upon expiration or early termination of this Agreement. All Carts, Bins,
 3170 ~~Containers~~, and Drop Boxes purchased or leased and put into service at Customers'
 3171 Premises on or after the first anniversary of the Commencement Date that have not
 3172 been fully depreciated shall be available to the Agency, at the Agency's option, at
 3173 their net book value, upon expiration or early termination of this Agreement.

3174 At its sole discretion, the Agency may elect not to exercise its rights under this
 3175 subsection. In such case, the Containers shall remain the property of the Contractor
 3176 upon the expiration or earlier termination of this Agreement. In such case, Contractor
 3177 shall be responsible for removing all Containers in service from Premises ~~within ten~~
 3178 ~~(10) Business Days.~~ Contractor shall do so within ten (10) Business Days after such
 3179 expiration or earlier termination or in accordance with an alternative Container
 3180 removal schedule agreed upon by the Parties, provided that Agency has notified
 3181 Contractor at least ninety (90) Days before such expiration or earlier termination
 3182 whether or not it intends to acquire the Containers.

3183 G. **Lock Service (Key Service).** In order to promote security, respond to Customer
3184 needs, and minimize the impact or occurrence of illegal dumping and theft of
3185 Recyclable Materials, Contractor will provide to Customers, at the Agency-approved
3186 Charges specified in Attachment Q, locks for enclosures used to store Containers or
3187 locks for Containers and ensure the enclosures or Containers are locked after
3188 providing Collection Service.

3189 Only Contractor, Agency, and the participating Customers will be provided with a key
3190 to the enclosures and access to the Containers. The Contractor shall prominently
3191 display the service schedule on the enclosure and any changes in service shall be
3192 displayed on the enclosure by Contractor within one (1) Business Day of making the
3193 change. If the Carts or Bins are left "outside" in a designated area, each Container
3194 will be locked (keyed alike), and only Contractor staff, Agency staff, and the
3195 participating Customers will be provided with a key to access the Containers. At least
3196 once each calendar year, Contractor's route supervisor shall visit each of the
3197 participating Customers with shared Containers, respond to any questions or
3198 concerns, check the areas for contamination, litter, or damage and change the lock
3199 and distribute new "keyed alike" keys to Agency staff and Customers.

3200 **8.06 PERSONNEL**

3201 A. **General.** Contractor shall furnish such qualified drivers, mechanical, supervisory,
3202 customer service, clerical, and other personnel as may be necessary to provide the
3203 services required by this Agreement in a safe, thorough, professional, and efficient
3204 manner and shall provide, at a minimum, the number and type of personnel listed in
3205 Attachment O- in total for the SBWMA Service Area. All personnel furnished by
3206 Contractor shall be subject to the "relationship of parties" provisions of Section 15.01.

3207 ~~B. **Employees of Previous Contractor.** The Contractor shall offer employment to~~
3208 ~~Collection vehicle drivers and helpers, mechanics, technicians, welders, and shop~~
3209 ~~laborers by seniority under the Agreement who are qualified employees working~~
3210 ~~under the prior franchise agreement who would otherwise become unemployed by~~
3211 ~~reason of the change in contractors, provided that (i) the Contractor shall not be~~
3212 ~~obligated to offer employment to more existing employees than the Contractor needs~~
3213 ~~to perform the services required under this Agreement and (ii) the Contractor shall~~
3214 ~~not be obligated to offer employment to existing employees that have not been~~
3215 ~~employed by the Previous Contractor for at least one hundred twenty (120) Days~~
3216 ~~immediately prior to the Commencement Date.~~

3217 ~~For the purposes of Section 8.06.B, "qualified employee" shall mean an employee~~
3218 ~~who: (i) is eligible for employment under federal and state law, (ii) meets the~~
3219 ~~Contractor's minimum employment standards for new employees, (iii) is in a~~
3220 ~~bargaining unit covered by collective bargaining agreements between the Previous~~
3221 ~~Contractor and Teamsters Local 350 or Machinists Local 1414, (iv) does not present~~
3222 ~~a demonstrable danger to customers, co-workers or employees of the Agency or the~~
3223 ~~Collection Contractor and (v) possesses a valid and proper commercial driver's~~
3224 ~~license and California Department of Transportation medical certificate.~~

3225 ~~Contractor shall not discharge any retained workers for at least ninety (90) Days after~~
3226 ~~the Commencement Date, except for cause.~~

3227 ~~Additional employees, if needed, shall be obtained by Contractor pursuant to~~
3228 ~~procedures in effect under the collective bargaining agreement of the Agency's~~

3229 ~~Previous Contractor that provided Solid Waste Collection services prior to the~~
3230 ~~Effective Date.~~

3231 ~~Contractor shall maintain a list of the Previous Contractor's qualified employees who~~
3232 ~~were not offered employment by the Contractor pursuant to this section prior to the~~
3233 ~~Commencement Date or during the two (2) months following the Commencement~~
3234 ~~Date. If any positions become available during the three (3) months following the~~
3235 ~~initial two (2) month contract period (i.e., from March 1, 2011 through May 30, 2011),~~
3236 ~~Contractor shall offer employment to qualified employees on the list by seniority within~~
3237 ~~the collective bargaining unit (if it exists). Contractor shall include this language in~~
3238 ~~the collective bargaining agreements, if any such agreement exists or is negotiated.~~

3239 ~~Contractor shall pay employees who (i) are retained by Contractor pursuant to this~~
3240 ~~Section 8.06 and (ii) were in bargaining units covered by collective bargaining~~
3241 ~~agreements in effect as of the Effective Date between the Previous Contractor and~~
3242 ~~Teamsters Local 350 or Machinists Local 1414, wages and benefits no less than~~
3243 ~~those included in the collective bargaining agreements in place in 2010.~~

3244 ~~This Section 8.06.B does not apply to management and supervisory personnel, non-~~
3245 ~~represented employees, or workers furnished by an employment agency operating~~
3246 ~~as an independent contractor.~~

3247 **B. Reserved.**

3248 **C. Collective Bargaining Agreements.** ~~This Agreement does not obligate Contractor~~
3249 ~~to become a party to a collective bargaining agreement entered into by the Previous~~
3250 ~~Contractor. If Contractor negotiates a new collective bargaining agreement with a~~
3251 ~~union representing its employees of the Previous Contractor, or an amendment to a~~
3252 ~~collective bargaining agreement currently in force, either of which increases wages~~
3253 ~~or benefits payable prior to October 2013 above those required by the collective~~
3254 ~~bargaining agreement currently in force, greater than wage and benefit costs included~~
3255 ~~in Contractor's Compensation (through adjustments described in Article 11 and~~
3256 ~~Attachment K), the Agency is not required to include costs attributable to the~~
3257 ~~increased wages or benefits in Contractor's Compensation ~~for Rate Years One (2011)~~~~
3258 ~~through Three (2013) during the Term of the Agreement.~~

3259 **D. Approval of Management.** Contractor recognizes the importance of establishing a
3260 successful relationship between its management and Agency and SBWMA staff.
3261 Before extending an offer of employment for the position of general manager, both
3262 initially and throughout the Term, Contractor shall provide the SBWMA with the
3263 description of the proposed position, an opportunity to review and comment upon the
3264 position description, the background, experience, and qualifications of each
3265 candidate being considered for the position, and an opportunity to meet with each
3266 candidate. Contractor shall give thoughtful consideration to the SBWMA's comments
3267 on the descriptions of the proposed position and each candidate, but shall have the
3268 ultimate right to make employment decisions in its best business judgment.

3269 If the Agency is dissatisfied with the performance of the management personnel, the
3270 Agency shall contact the general manager to discuss the employee's performance.
3271 If the Agency is dissatisfied with the general manager, the Agency shall contact the
3272 group manager to discuss the general manager's performance.

3273 Contractor shall advise the affected management employee of any complaints made
3274 by the Agency regarding the employee's performance. The Parties shall meet and

- 3275 confer in good faith to address the Agency's concerns, and shall agree on a corrective
 3276 course of action to be implemented immediately. Contractor agrees to consider in
 3277 good faith, but shall not be bound by, any requests by the Agency to transfer or re-
 3278 assign a management employee should the Agency maintain in good faith that it can
 3279 no longer work constructively with said employee.
- 3280 E. **Provision of Field Supervision.** Contractor shall designate qualified employees as
 3281 supervisors of field operations. The field supervisor shall devote their time in the field
 3282 supervising, managing, and monitoring Collection operations for reliability, quality,
 3283 efficiency, safety, and for responding to Complaints. The number of field supervisors
 3284 is specified in Attachment O- in total for the SBWMA Service Area.
- 3285 F. **Driver Qualifications.** All drivers shall be trained and qualified in the operation of
 3286 Collection vehicles, and must have in effect a valid license, of the appropriate class,
 3287 issued by the California Department of Motor Vehicles. Contractor shall use the Class
 3288 II California Department of Motor Vehicles employer "Pull Notice Program" to monitor
 3289 its drivers for safety.
- 3290 G. **Customer Service Representative Training.** Customer service representatives
 3291 shall be trained on specific Agency service requirements, a minimum of once per
 3292 quarter. An Agency information sheet shall be provided to each Customer service
 3293 representative for easy reference of Agency requirements and general Customer
 3294 needs. Contractor shall provide the information sheet, training agenda, and
 3295 associated documentation within five (5) Business Days of request from Agency.
- 3296 H. **Safety Training.** Contractor shall provide suitable operational and safety training for
 3297 all of its employees who operate Collection vehicles or equipment or who are
 3298 otherwise directly involved in such Collection. Contractor shall train its employees
 3299 involved in Collection to identify, and not to Collect, Hazardous Waste, or Infectious
 3300 Waste. Upon the Agency's request, Contractor shall provide a copy of its safety policy
 3301 and safety training program, the name of its safety officer, and the frequency of its
 3302 trainings.
- 3303 I. **No Gratuities.** Contractor shall not permit its employees to demand or solicit, directly
 3304 or indirectly, any additional compensation or gratuity from members of the public for
 3305 Collection services or accept gratuities or compensation in exchange for additional
 3306 Collection services.
- 3307 J. **Employee Conduct and Courtesy.** Contractor shall employ only competent and
 3308 qualified personnel who serve the public in a courteous, helpful, and impartial
 3309 manner. Contractor shall use its best efforts to assure that all employees present a
 3310 neat appearance and conduct themselves in a courteous manner. Contractor shall
 3311 regularly train its employees in Customer courtesy, shall prohibit the use of loud or
 3312 profane language, and shall instruct Collection employees to perform the work as
 3313 quietly as possible. If any employee is found not to be courteous or not to be
 3314 performing services in the manner required by this Agreement, Contractor shall take
 3315 all appropriate corrective measures. The Agency may require Contractor to reassign
 3316 an employee, if the employee has conducted himself or herself inconsistently with the
 3317 terms of this Agreement.
- 3318 Contractor shall adopt policies and procedures consistent with State and federal law
 3319 that ensure a sober and drug-free workplace. This includes strictly prohibiting
 3320 unlawful manufacture, distribution, possession, or use of any controlled substance in

3321 the workplace, regardless of whether the employee is on duty at the time. Further,
 3322 the policies and procedures shall prohibit an employee from operating either Agency
 3323 or Contractor equipment and vehicles (whether on or off duty) while under the
 3324 influence of alcohol or drugs. The purpose of these policies and procedures is to
 3325 ensure workplace safety, productivity, efficiency, and the quality of Contractor's
 3326 service to Customers.

3327 K. **Uniforms.** While performing services under this Agreement, all Contractor's
 3328 employees performing field service shall be dressed in clean uniforms and shall wear
 3329 visible identification that include the employee's name and/or employee number, and
 3330 Contractor's name. Uniform type, style, colors, and any modifications may be subject
 3331 to approval by the Agency.

3332 **8.07 HAZARDOUS WASTE INSPECTION AND HANDLING**

3333 A. **Inspection Program and Training.** Contractor is required to inspect Solid Waste,
 3334 Targeted Recyclable Materials, Organic Materials, and other materials put out for
 3335 Collection and may reject Solid Waste, Targeted Recyclable Materials, Organic
 3336 Materials, and other materials observed to be contaminated with Hazardous Waste
 3337 and not Collect Hazardous Waste put out with Solid Waste, Targeted Recyclable
 3338 Materials, and Organic Materials. Contractor shall develop a load inspection program
 3339 that includes the following components: (i) personnel and training; (ii) load checking
 3340 activities; (iii) management of wastes; and (iv) record keeping and emergency
 3341 procedures.

3342 Contractor's load checking personnel, including its Collection vehicle drivers, shall be
 3343 trained in: (i) the effects of Hazardous Substances on human health and the
 3344 environment; (ii) identification of prohibited materials; and (iii) emergency notification
 3345 and response procedures. Collection vehicle drivers shall inspect Containers before
 3346 Collection when practical.

3347 B. **Response to Hazardous Waste Identified During Collection.** Under no
 3348 circumstances shall Contractor's employees knowingly Collect Hazardous Waste or
 3349 remove unsafe or poorly containerized Hazardous Waste from a Collection Container.
 3350 If Contractor determines that material placed in any Container for Collection is
 3351 Hazardous Waste or other material that may not legally be accepted or safely
 3352 processed at the Designated Transfer and Processing Facility or presents a hazard
 3353 to Contractor's employees, or those at the Designated Transfer and Processing
 3354 Facility, the Contractor shall have the right to refuse to accept such material. The
 3355 Generator shall be contacted by the Contractor and requested to arrange proper
 3356 Disposal. If the Generator cannot be reached immediately, the Contractor shall,
 3357 before leaving the Premises, leave a non-collection notice, which indicates the reason
 3358 for refusing to Collect the material and lists the phone number for the San Mateo
 3359 County Household Hazardous Waste Facility, or other resources as directed by
 3360 Agency. Contractor's environmental technician shall be notified to handle the issue
 3361 with the Generator. The Contractor's environmental technician shall be required to
 3362 guide the Generator to safely containerizing the Hazardous Waste and shall explain
 3363 the Generator's options for proper disposition of such material.

3364 If Hazardous Waste is found in a Collection Container or Collection area that could
 3365 possibly result in imminent danger to people or property, the Contractor shall
 3366 immediately notify the Agency's Fire Department using the nine-one-one (911)

3367 emergency telephone number. The Contractor shall notify the Agency of any
 3368 Hazardous Waste identified in Containers or left at any Premises within twenty-four
 3369 (24) hours of identification of such material.

3370 C. **Response to Hazardous Waste Identified at Designated Transfer and**
 3371 **Processing Facility.** Contractor shall not knowingly deliver Unpermitted Material to
 3372 the Designated Transfer and Processing Facility. The Operator shall use reasonable
 3373 business efforts and standard industry practices to detect and discover Unpermitted
 3374 Material at the facility and shall not knowingly accept Unpermitted Material. In the
 3375 event that Unpermitted Material is delivered to the Designated Transfer and
 3376 Processing Facility, the Operator shall be entitled to pursue whatever remedies, if
 3377 any, it may have against the Generator or Person(s) bringing such Unpermitted
 3378 Material to the Designated Transfer and Processing Facility provided that in no case
 3379 shall the Agency be considered the Person bringing such Unpermitted Material to the
 3380 Designated Transfer and Processing Facility.

3381 Contractor acknowledges that in the event the operator identifies Unpermitted
 3382 Materials in the materials delivered by Contractor before the materials are unloaded
 3383 at the facility, the Operator has the right to reject the load and direct the Contractor to
 3384 cause removal and Disposal of the Unpermitted Material in a safe and lawful manner,
 3385 at the sole expense of the Contractor. If the Unpermitted Materials are delivered to
 3386 the Designated Transfer and Processing Facility by Contractor and unloaded at the
 3387 facility before their presence is detected, and the Generator cannot be identified or
 3388 fails to remove the material after being requested to do so, the Contractor shall
 3389 arrange for and/or pay for its proper Disposal. Contractor shall make reasonable
 3390 efforts to identify and notify the Generator. The Contractor shall make a good faith
 3391 effort to recover the cost of any transportation and Disposal from the Generator, and
 3392 the cost of this effort, as well as the cost of Disposal shall be chargeable to the
 3393 Generator, if appropriate documentation, as deemed necessary by the Agency, is
 3394 provided to the Agency within five (5) Business Days of the occurrence.

3395 In the event Contractor delivers Unpermitted Materials on a frequent or continuous
 3396 basis to the Designated Transfer and Processing Facility and the Contractor refuses
 3397 to provide for the proper handling and disposition of such Unpermitted Material, the
 3398 Operator may provide written notice to Agency of such refusal by Contractor.

3399 D. **Reporting, Regulations, and Record Keeping.** Contractor shall comply with
 3400 emergency notification procedures required by Applicable Laws and regulatory
 3401 requirements. Contractor shall notify all appropriate agencies, including the California
 3402 Department of Toxic Substances Control and Local Emergency Response Providers
 3403 and the National Response Center of reportable quantities of Hazardous Waste found
 3404 or observed in Solid Waste, Targeted Recyclable Materials, Organic Materials,
 3405 Electronic Waste, Universal Waste, and Construction and Demolition Debris
 3406 anywhere within Service Area. In addition to other required notifications, if Contractor
 3407 observes any substances which it or its employees reasonably believe or suspect to
 3408 contain Hazardous Wastes unlawfully Disposed of or released on any Agency
 3409 property, including storm drains, streets or other public rights of way, Contractor will
 3410 immediately notify the Agency and SBWMA.

3411 All records required by regulations shall be maintained at the Contractor's Facility.
 3412 These records shall include: waste manifests, waste inventories, waste
 3413 characterization records, inspection records, incident reports, and training records.

3414 Contractor shall maintain records showing the types and quantities, if any, of
 3415 Hazardous Waste found in Solid Waste, Targeted Recyclable Materials, and Organic
 3416 Materials, which was inadvertently Collected from Customers within the Service Area,
 3417 but diverted from landfilling.

3418 **8.08 COMMUNICATION AND COOPERATION WITH AGENCY AND SBWMA**

3419 A. **Communications.** The Contractor's general manager shall have e-mail capabilities
 3420 to enable the Agency, SBWMA, and the Contractor's general manager to
 3421 communicate via e-mail. Contractor's general manager shall respond to Agency and
 3422 SBWMA email correspondence within twenty-four (24) hours.

3423 B. **Monthly Meetings.** Upon request from Agency, beginning on the Commencement
 3424 Date, and then on a monthly basis thereafter, Contractor shall meet with the Agency
 3425 and SBWMA to discuss progress of each active diversion program, quality, and
 3426 reliability of Collection services, and compliance with the terms of the Agreement.
 3427 SBWMA may attend and participate in these meetings. At each monthly meeting, the
 3428 Agency, Contractor, and SBWMA, if attending, shall have the opportunity to present
 3429 and discuss proposed changes in service such as changing program requirements or
 3430 modifying Collection methods.

3431 C. **Inspection by Agency.** Agency shall have the right, but not the obligation, to
 3432 observe and inspect all of the Contractor's operations under this Agreement. In
 3433 connection therewith, Agency and SBWMA shall have the right to enter facilities used
 3434 by Contractor during operating hours, speak to any of Contractor's employees, and
 3435 receive cooperation from such employees in response to inquiries. In addition, upon
 3436 reasonable notice and without interference with Contractor's operations, Agency and
 3437 SBWMA may review and copy any of Contractor's operational and business records
 3438 related to this Agreement. If Agency or SBWMA so requests, Contractor shall make
 3439 specified personnel available to accompany Agency and SBWMA employees on
 3440 inspections and shall provide electronic copies of records stored in electronic media.

3441 **8.09 COOPERATION WITH DESIGNATED TRANSFER AND PROCESSING FACILITY**
 3442 **OPERATOR**

3443 A. **Communications.** If requested by SBWMA, the Contractor shall meet with the
 3444 SBWMA and Operator at least once each month to discuss issues related to the
 3445 interaction of operations between Contractor and Operator including, but not limited to:
 3446

- 3447 1. Traffic flow;
- 3448 2. Vehicle weighing procedures;
- 3449 3. Targeted Recyclable Materials and Organic Materials Contamination;
- 3450 4. Hazardous Waste screening and safety policies;
- 3451 5. Receiving hours;
- 3452 6. Billing and payment of gate fees for delivery of materials;
- 3453 7. Vehicle parking;
- 3454 8. Employee facilities; and,
- 3455 9. Maintenance facilities.

3456 The Contractor's general manager shall have e-mail capabilities to enable the
 3457 Operator and the Contractor's general manager to communicate via e-mail.
 3458 Contractor's general manager shall respond to the Operator's email correspondence
 3459 within twenty-four (24) hours.

3460 B. **Coordination of Hours.** Contractor shall plan its Collection routes to be compatible
 3461 with the Designated Transfer and Processing Facility receiving hours, which shall be,
 3462 at a minimum, Monday through Friday from 3:00 a.m. to 6:00 p.m. and Saturday and
 3463 Sunday from 6:00 a.m. to 5:00 p.m. Contractor shall deliver Collected materials to
 3464 the Designated Transfer and Processing Facility during the receiving hours of the
 3465 Designated Transfer and Processing Facility.

3466 C. **Compliance with Facility Rules.** Contractor shall cooperate with Operator and
 3467 comply with Operator's requirements Including: (i) how and where to unload
 3468 Collection vehicles; (ii) respecting operations and construction of new facilities; and,
 3469 (iii) the Operator's Hazardous Waste exclusion program. Contractor shall also
 3470 cooperate with the Contamination assessment procedures specified in Attachment E-
 3471 1. All costs charged by the SBWMA for acceptance of Contractor's materials shall
 3472 be paid by Contractor. Contractor shall receive compensation for transfer and
 3473 processing costs in accordance with Article 11.

3474 8.10 BUY-RECYCLED POLICY

3475 The Contractor shall comply with the purchasing requirements described in this Section,
 3476 and shall document its on-going compliance with these requirements upon Agency
 3477 request.

3478 A. **Recycled Paper.** The Contractor shall use recycled paper for invoices, Bills, reports,
 3479 and public education materials. The recycled paper shall have at least thirty percent
 3480 (30%) post-consumer recycled content for uncoated paper and ten percent (10%)
 3481 post-consumer recycled content for coated paper based on federal standards.
 3482 Contractor shall state on all materials prepared with post-consumer recycled content
 3483 the following: "Printed on Recycled Paper."

3484 B. **Re-Refined Motor Oil.** Contractor shall be encouraged but not required to use re-
 3485 refined motor oil for its Collection vehicles.

3486 C. **Recycled Plastic.** Contractor shall purchase Carts and Kitchen Pails that contain
 3487 the minimum post-consumer content as specified in Attachment D. All Carts and
 3488 Kitchen Pails shall be one hundred percent (100%) recyclable.

3489 8.11 ANNUAL PERFORMANCE HEARING

3490 A. **Objectives.** Agency or SBWMA may hold a public performance hearing in April or
 3491 May of each Rate Year, at which time Contractor shall be present and shall participate
 3492 by making a presentation and responding to questions. Agency or SBWMA shall
 3493 convene the hearing to address the positive and negative aspects of Contractor's
 3494 overall performance. The purpose of the hearing may also involve discussion and
 3495 review of technological, economic, and regulatory changes in Collection, waste
 3496 reduction, Recycling, processing, and Disposal practices that can improve quality of
 3497 service; increase waste reduction and diversion; and ensure services are being
 3498 provided effectively and economically. Topics for discussion and review at the

3499 performance hearing shall include, but not be limited to: Contractor's
 3500 accomplishments and compliance with various provisions of the Agreement, services
 3501 provided, feasibility of providing new services, application of new technologies,
 3502 Customer Complaints, possible amendments to this Agreement, developments in the
 3503 Applicable Laws and regulations, new initiatives for meeting or exceeding waste
 3504 reduction and Recycling goals, regulatory constraints, and Contractor performance.
 3505 Agency or SBWMA and Contractor may each select additional topics for discussion
 3506 at the performance hearing.

- 3507 B. **Process.** Within sixty (60) Days of notification provided by Agency or SBWMA to
 3508 Contractor of its intent to conduct a performance hearing, Agency or SBWMA will
 3509 submit questions to Contractor pertaining to Contractor's performance and Contractor
 3510 shall submit its written response within thirty (30) Days. Agency or SBWMA and
 3511 Contractor shall meet to discuss the questions and Contractor's response prior to
 3512 submittal by Contractor. Agency or SBWMA and Contractor may request from one
 3513 another information or documents related to the scheduled public hearing and Agency
 3514 or SBWMA and Contractor shall provide such information promptly.

3515 In addition to Contractor's responses to the questions submitted by Agency or
 3516 SBWMA, Contractor may be required to submit a self-assessment report of
 3517 Contractor's performance and information pertaining to the following:

- 3518 1. Recommended Changes or New Services. Changes and/or new services
 3519 recommended to improve Agency's or SBWMA's ability to meet and/or exceed
 3520 the Agency's or SBWMA's waste reduction and recycling goals and those of the
 3521 Act- and other State legislation/regulations (such as, but not limited to, AB 341,
 3522 AB 901, AB 1594, AB 1826, SB 1061, and SB 1383).
- 3523 2. Complaint Records. The reports required by this Agreement regarding
 3524 Complaints shall be used as one basis for review. Contractor may submit other
 3525 relevant performance information and reports for consideration. Agency or
 3526 SBWMA may request Contractor to submit specific information for the hearing.
 3527 In addition, any Person may submit comments or Complaints during or before
 3528 the hearing, either orally or in writing, and these shall be considered.
- 3529 3. Action Plan. Contractor shall prepare and submit an action plan for improving
 3530 and/or modifying its Collection services and other services if requested.

3531 Not less than ten (10) Business Days prior to the scheduled hearing date, Agency or
 3532 SBWMA and Contractor shall exchange any written reports and other documents that
 3533 will be provided or presented at the hearing. Not less than five (5) Business Days
 3534 before the scheduled hearing date, Agency or SBWMA and Contractor shall ensure
 3535 their availability to discuss the content and underlying support for such reports.

3536 Agency or SBWMA and Contractor shall attend and participate in the performance
 3537 hearing. Contractor may be required to present an oral report on its performance at
 3538 the performance hearing. Contractor's failure to attend and participate in the
 3539 performance hearing and provide an oral presentation upon request; provide a written
 3540 response to the questions or request for a self-assessment report submitted by
 3541 Agency or SBWMA; or submit an action plan if requested by Agency or SBWMA may
 3542 result in Liquidated Damages pursuant to Attachment J.

3543 Within sixty (60) Days after the conclusion of each performance hearing, Agency or
 3544 SBWMA may issue a report. As a result of the review, Agency or SBWMA may

3545 require Contractor to provide expanded or new services within a reasonable time
3546 frame and for reasonable compensation; and Agency or SBWMA may direct
3547 Contractor to take corrective actions for any performance inadequacies.

3548

ARTICLE 9 RECORD KEEPING AND REPORTING

3549
3550

3551 9.01 GENERAL

3552 Contractor shall compile and maintain records related to its performance as necessary to
3553 develop the reports required by this Agreement. Contractor agrees to conduct data
3554 collection, record keeping, and reporting activities necessary to meet the reasonable
3555 reporting and Solid Waste, Recyclable Materials, and Organic Materials program
3556 management needs of the Agency, and to comply with Contractor's obligations under the
3557 Act, and other State legislation/regulations (such as, but not limited to, AB 341, AB 1826,
3558 and SB 1383), other Applicable Laws ~~(including those specified in Section 15.14)~~, and the
3559 requirements of this Agreement.

3560 Record keeping and reporting requirements specified in this Agreement shall not be
3561 considered a comprehensive list of reporting requirements. In particular, Article 9 is
3562 intended to highlight the general nature of records and reports and their minimum content
3563 and is not meant to comprehensively define the scope and content of the records and
3564 reports. Upon written direction or approval of Agency, the records and reports required
3565 by Contractor in accordance with this and other Articles of the Agreement shall be adjusted
3566 in number, format, or frequency.

3567 Contractor shall maintain all records necessary to allow the Agency to determine
3568 Contractor's compliance with the terms of the Agreement and compliance with the
3569 Performance Standards and Performance Incentives/Disincentives presented in this
3570 Agreement including, but not limited to, those related to the quality of Collection services
3571 and customer service and those identified in Attachments I and J. The records shall be
3572 maintained in a manner that allows for easy verification of Contractor's performance.

3573 9.02 GENERAL RECORD KEEPING PROVISIONS

3574 A. **General.** Contractor shall maintain records required to conduct its operations, to
3575 support requests it may make to Agency, and to respond to requests from Agency.
3576 All records shall be maintained for five (5) years after the expiration or early
3577 termination of this Agreement.

3578 In order to set Contractor's Compensation pursuant to Article 11, it is necessary for
3579 Contractor to maintain accurate, detailed financial and operational information in a
3580 consistent format and to make such information available to the Agency in a timely
3581 fashion, and in accordance with reporting requirements specified in this Article.

3582 B. **Inspection of Records.** Agency shall have the right to inspect or review the payroll
3583 tax reports, specific documents or records required expressly or by inference
3584 pursuant to this Agreement, or any other similar records or reports of Contractor that
3585 Agency shall deem, in its sole discretion, reasonably necessary to evaluate annual
3586 reports, compensation applications provided for in this Agreement, and Contractor's
3587 performance or other matters related to this Agreement.

3588 The Agency, its auditors, and other agents selected by the Agency, shall have the
3589 right, during regular business hours, to conduct unannounced on-site inspections and
3590 review of the records and accounting systems of Contractor and to make copies of
3591 any of Contractor's documents relevant to this Agreement. Upon request, Contractor
3592 shall arrange for records of Related Party Entities to be made available to Agency

3593 and its official representatives for review, to the extent such records are reasonably
 3594 necessary to evaluate ~~annual~~ reports, compensation applications, Contractor's
 3595 performance, or other matters related to this Agreement.

3596 C. **Retention of Records.** Unless otherwise herein required, Contractor shall retain all
 3597 records and data required to be maintained by this Agreement for the Term plus at
 3598 least five (5) years after expiration or early termination of the Agreement. Records,
 3599 and data shall be in a chronological and organized form and readily and easily
 3600 interpreted. At the Agency's request, records and data required to be retained shall
 3601 be retrieved in a timely manner (which shall not exceed more than ten (10) Business
 3602 Days unless Contractor obtains prior written approval from the Agency) by Contractor
 3603 and made available to the Agency.

3604 Contractor shall maintain copies of all Billings and Billing Collections (e.g., Customer
 3605 payments) records or copies of Billing summary reports (that document all Billings
 3606 and Billing Collections for each Customer) for five (5) years, following the date of
 3607 Billings, for inspection and verification by Agency.

3608 Records and data required to be maintained that are not specifically directed to be
 3609 retained that are, in the sole opinion of the Agency, material to the determination of
 3610 Contractor's Compensation or Rates or to determination of Contractor's performance,
 3611 shall be retrieved by Contractor and made available to the Agency in a timely manner
 3612 (which shall not exceed ten (10) Business Days unless Contractor obtains prior
 3613 written approval from the Agency). When records and data are not retained or
 3614 provided by the Contractor, the Agency may make reasonable assumptions regarding
 3615 what information is contained in such records and data, and such assumption(s) shall
 3616 be conclusive in whatever action the Agency takes.

3617 D. **Record Security.** Contractor shall maintain adequate record security to preserve
 3618 records from events that can be reasonably anticipated such as a fire, theft, and an
 3619 earthquake. Electronically-maintained data and/or records shall be protected,
 3620 backed up, and stored at a separate site from the original data.

3621 9.03 RECORD KEEPING REQUIREMENTS

3622 A. Maintenance of Financial and Operational Records

3623 1. General. In order to effectuate Contractor's Compensation pursuant to Article
 3624 11, it is necessary for Contractor to maintain accurate, detailed financial and
 3625 operational information in a consistent format and to make such information
 3626 available to the Agency and the SBWMA in a timely fashion.

3627 2. Contractor's Accounting Records. Contractor shall maintain accurate and
 3628 complete accounting records containing the underlying financial and operating
 3629 data relating to, and showing the basis for computation of, all costs associated
 3630 with providing services under this Agreement. The accounting records shall be
 3631 prepared in accordance with Generally Accepted Accounting Principles (GAAP)
 3632 consistently applied.

3633 B. Collection Service Records

3634 Records shall be maintained and retained by Contractor for Agency relating to:

3635 1. ~~4.~~ Customer and Billing information including, but not limited to, the following
 3636 for each Customer:

- 3637 a. ~~a.~~ Names, addresses, and phone numbers of Customer, Billing
3638 contact Person, and, if appropriate, for property manager or on-site contact
3639 Person;
- 3640 b. ~~b.~~ Solid Waste service level, Targeted Recyclable Materials service
3641 level, and Organic Materials service level (where service level includes the
3642 number of Containers, size of each Container, and the Collection frequency
3643 of each Container);
- 3644 c. ~~c.~~ Number of tenant or living units at Multi-Family Residential
3645 Complexes;
- 3646 d. ~~d.~~ Service exemptions for SFD Premises (if applicable);
- 3647 e. ~~e.~~ Special services (e.g., Backyard and Special Handling Collection
3648 for SFD Premises, push/pull ~~chargesservice~~, lock/unlock ~~chargesservice~~,
3649 Container Relocation Service, Long Distance Service, etc.).
- 3650 2. ~~2.~~ Contractor's Customer and Billing system shall allow for information to be
3651 compiled easily and separately for each Service Sector.
- 3652 3. ~~a.~~ Weight and volume of material Collected by type (e.g., Solid Waste,
3653 Targeted Recyclable Materials, Organic Materials). Where possible, information
3654 shall be provided separately for each Service Sector.
- 3655 4. ~~b.~~ Route sheets and route maps identifying the accounts serviced by each
3656 Collection vehicle on a daily basis (e.g., detailed GPS reports).
- 3657 5. ~~c.~~ Facilities, equipment, and personnel used.
- 3658 6. ~~d.~~ Facilities and equipment operations, maintenance, and repair.
- 3659 7. ~~e.~~ Tonnage of Solid Waste, Targeted Recyclable Materials, Universal Waste,
3660 and Organic Materials listed separately by materials type and Service Sector and
3661 the facility where materials were delivered (e.g., Designated Transfer and
3662 Processing Facility).
- 3663 8. ~~f.~~ Monthly Overall Diversion Level, monthly SFD Diversion Level, and the
3664 monthly Commercial Diversion Level (each stated as a percentage) and
3665 calculated in accordance with Attachment I.
- 3666 9. ~~g.~~ Targeted Recyclable Materials, Used Motor Oil and Used Motor Oil Filters,
3667 Household Batteries, Cell Phones, and Organic Materials Collection participation
3668 and set-out rates.
- 3669 10. ~~h.~~ Tonnage of materials Collected from On-Call Bulky Item Collection services
3670 described in Sections 5.05, 5.06 and 5.12, community collection events as
3671 described in Sections 5.13 and 5.14, and abandoned waste clean-up events
3672 described in Section 5.09, reported separately by material type Collected and
3673 listing destination where materials were delivered (e.g., Goodwill Industries,
3674 Designated Transfer and Processing Facility, etc.).
- 3675 11. ~~i.~~ Tonnage of Solid Waste, Recyclable Materials, and Organic Materials
3676 Collected from Venues and Community Events as described in Section 5.08
3677 reported separately by material type Collected and reported separately for each
3678 Venue and Community Event as the total Tonnage of each material type for each
3679 Venue or Community Event monthly.

3680 12. ~~j.~~—Volume of Used Motor Oil and number of Used Motor Oil Filters Collected
 3681 by Contractor reported separately for each facility where materials were
 3682 delivered.

3683 **C. Other Programs Records**

3684 Records for other programs shall be tailored to specific needs. In general, Contractor
 3685 shall maintain and retain the following records:

- 3686 1. Plans, tasks, and milestones; and
 3687 2. Accomplishments including activities conducted, dates, quantities of products
 3688 used, produced or distributed, and numbers of participants and responses.

3689 **D. Customer Service Records.** Daily logs of all Complaints and Inquiries shall be
 3690 retained for a minimum of thirty-six (36) months. Contractor shall maintain and retain
 3691 customer service center records which include, but are not limited to, the following
 3692 statistics:

- 3693 1. Number of calls received on a daily and monthly basis;
 3694 2. Number of calls answered on a daily and monthly basis;
 3695 3. Number of abandoned (dropped) calls on a daily and monthly basis;
 3696 4. Average abandoned time (i.e., Hold Time before abandoning call);
 3697 5. Number of delayed calls (i.e., calls where caller is placed on hold before speaking
 3698 with a customer service agent) on a daily and monthly basis;
 3699 6. Average Hold Time for incoming calls on a daily and monthly basis;
 3700 7. Percentage of calls answered by a Person within thirty (30) seconds on a daily
 3701 and monthly basis;
 3702 8. Percentage of calls answered within three (3) minutes on a daily and monthly
 3703 basis;
 3704 9. Number of e-mail responses sent from the customer service department to
 3705 Customers on a monthly basis;
 3706 10. Number and percentage of Complaint and Inquiry e-mails or submissions
 3707 through Contractor website that received responses before close of business on
 3708 the Day received on a monthly basis;
 3709 11. Number and percentage of Complaint and Inquiry e-mails that received
 3710 responses by the close of business on the Day following the receipt of the
 3711 Complaint or Inquiry;
 3712 12. Number of Complaints and Inquiries received through Contractor's website on a
 3713 daily and monthly basis;
 3714 13. Names of all Customer service representatives employed; and,
 3715 14. Minimum, average, and maximum number of customer service representatives
 3716 employed during each month.

3717 **E. CERCLA Defense Records.** Agency views the ability to defend against CERCLA
 3718 and related litigation as a matter of great importance. For this reason, the Agency
 3719 regards the ability to prove where Solid Waste Collected in the Agency area was

3720 taken for transfer or Disposal, to be matters of concern. Contractor shall maintain
 3721 data retention and preservation systems which can establish where Solid Waste
 3722 Collected in the Service Area was delivered for transfer or Disposal. This provision
 3723 shall survive the expiration of this Agreement.

3724 F. **Compilation of Information for State Law Purposes.** Contractor shall compile
 3725 information on amounts of Solid Waste delivered to the Designated Transfer and
 3726 Processing Facility and to other locations, as well as other information which the
 3727 Agency may reasonably request.

3728 Contractor shall maintain these records for a minimum of ten (10) years after
 3729 expiration or earlier termination of the Agreement. Contractor shall provide these
 3730 records to Agency (upon request or at the end of the record retention period) in an
 3731 organized and indexed manner rather than destroying or Disposing of them.

3732 9.04 GENERAL REPORTING REQUIREMENTS

3733 A. **Purpose.** Records shall be maintained and retained in forms, on media, and by
 3734 methods that facilitate flexible use of data contained in them to structure reports, as
 3735 needed. Reports are intended to compile recorded data into useful forms of
 3736 information that can be used to, among other things:

- 3737 1. Evaluate Diversion performance
- 3738 2. Evaluate Contractor's performance
- 3739 3. Monitor Customer participation in Targeted Recyclable Materials and Organic
 3740 Materials Collection programs and in other programs using several different
 3741 performance measures
- 3742 4. Monitor changes in the number of Customers and Customers' service levels
- 3743 5. Determine needs for adjustment to programs and cost for such changes
- 3744 6. Evaluate customer service and Complaints
- 3745 7. Determine and set Contractor's Compensation and Rates

3746 B. **Report Format.** Contractor may propose report formats that are responsive to the
 3747 objectives and audiences for each report. The format of each report shall be
 3748 approved by Agency. The Agency may review and request changes to Contractor's
 3749 report formats and content and Contractor shall not unreasonably deny such
 3750 requests. Contractor agrees to ~~mail a copy of all reports to the Agency, and~~ submit
 3751 all reports by e-mail in a format compatible with the Agency's software and computers
 3752 so the Agency can sort and analyze data. Contractor shall provide a certification
 3753 statement, under penalty of perjury by the responsible Contractor official, that the
 3754 report being submitted is true and correct to the best knowledge of such official after
 3755 their reasonable inquiry.

3756 C. **Submittal Schedule and Instructions.** Contractor shall submit monthly reports
 3757 within fifteen (15) Days after the end of the reporting month. ~~Contractor shall submit~~
 3758 quarterly reports within thirty (30) Days after the end of the reporting quarter.
 3759 ~~Contractor shall submit, and~~ annual reports within forty-five (45) Days after the end
 3760 of ~~each Rate Year~~ the reporting year. Contractor shall submit (via e-mail) all reports
 3761 to the person(s) designated by SBWMA and Agency. Each quarterly report shall be
 3762 in lieu of the monthly report for the third month of the quarter; thus, Contractor shall

3763 submit a total of thirteen (13) periodic reports per year: eight (8) monthly reports, four
3764 (4) quarterly reports, and one (1) annual report.

3765 ~~Contractor shall submit (via mail and e-mail) all reports to the person(s) designated~~
3766 ~~by SBWMA and Agency.~~

3767 D. **Failure to Report.** The refusal or failure of Contractor to file any required reports, or
3768 to provide required information to Agency, or the inclusion of any materially false or
3769 misleading statement or representation by Contractor in such report shall be deemed
3770 a Contractor default as described in Section 14.01 subject to the notice and cure
3771 provisions of that section and shall subject Contractor to all remedies which are
3772 available to the Agency under the Agreement or otherwise.

3773 E. **Accuracy of Reports.** The failure of Contractor to file accurate and timely reports,
3774 proposal(s), information, or correspondence to Agency or SBWMA, or the inclusion
3775 of any inaccurate or misleading data, statement or representation by Contractor in
3776 such report(s), proposal(s), information, or correspondence to Agency or SBWMA,
3777 shall be subject to Liquidated Damages as set forth in Attachment J. In addition, the
3778 inclusion of any materially false or misleading statement or representation by
3779 Contractor in such report shall be deemed a Contractor default as described in
3780 Section 14.01 subject to the notice and cure provisions of that Section and shall
3781 subject Contractor to all remedies which are available to the Agency under the
3782 Agreement or otherwise.

3783 F. **Source Files.** Contractor shall provide the SBWMA the following information: (i) with
3784 each monthly or quarterly report, a spreadsheet provided by Operator showing all
3785 Tonnages Collected by Contractor and delivered to the Shoreway Recycling and
3786 Disposal Center from Member Agencies during the reporting month, listed separately
3787 by Member Agency, material type, and Service Sector; (ii) with each monthly or
3788 quarterly report, a spreadsheet containing the information required by Sections
3789 9.06.B, 9.06.D, and 9.06.E; and, (iii) with each annual report, a spreadsheet
3790 containing the information required by Section 9.07.B. Such information need not be
3791 included in the published reports provided to Agency.

3792 **9.05 MONTHLY REPORTS**

3793 Monthly reports shall present the information described in this Section. ~~Each monthly~~
3794 ~~report shall present in a format agreed upon by the information below for that month and~~
3795 ~~for each of the preceding twelve (12) months~~Agency.

3796 A. **Tonnage Information.** Contractor shall provide the Tonnage information requested
3797 below by Service Sector on a monthly and year-to-date basis, with a comparison to
3798 the prior year. However, the Agency reserves the right to request the monthly
3799 Tonnage data by route.

3800 1. Solid Waste. Total Solid Waste Tonnage Collected and Disposed by Service
3801 Sector.

3802 2. Targeted Recyclable Materials Services. Total Targeted Recyclable Materials
3803 Tonnage Collected and delivered for processing by Service Sector listed
3804 separately by material type Collected (e.g., Single-Stream Recyclable Materials,

3805 Source Separated cardboard, Source Separated paper, Used Motor Oil, Used
3806 Motor Oil Filters, etc.).

3807 3. Organic Materials Services. Total Organic Materials Tonnage Collected and
3808 delivered for processing by Service Sector listed separately by material type
3809 (e.g., Plant Materials, Food Scraps, or Organic Materials).

3810 ~~If Contractor does not separately track Multi-Family Tonnage data, Contractor shall~~
3811 ~~conduct a semi-annual or annual Tonnage assessment if requested by the~~
3812 ~~Agency in accordance with Section 7.06, which involves separately Collecting~~
3813 ~~and weighing Multi-Family Solid Waste, Targeted Recyclable Materials, and~~
3814 ~~Organic Materials to quantify Tonnage Collected during a given week.~~

3815 B. **Diversion Level.** Contractor shall provide the monthly and year-to-date Calculated
3816 Overall Diversion Level, the monthly and year-to-date Residential Diversion Level,
3817 and the monthly and year-to-date Commercial Diversion Level (each stated as a
3818 percentage) calculated in accordance with Attachment I, with a comparison to the
3819 prior year. In addition, Contractor shall present the calculations used to determine
3820 the diversion levels.

3821 C. **Complaint, Inquiry and Service Requests Data.** Contractor shall provide
3822 information on the number of Complaints, Inquiries service requests received from
3823 Customers, Generators, or other Person by category (e.g., missed pickups, noise
3824 Complaints, scheduled On-Call Bulky Item Collection events, Overage events, Billing
3825 concerns, property damage claims, requests for information, delivery of Recycling
3826 Tote-Bags, inventory of Recycling Tote-Bags, etc.). Complaint summary, for each
3827 month ~~and cumulative for Rate Year to date~~, summarized by nature of Complaint,
3828 Inquiry, and service request on a compatible computer disc or other memory device
3829 approved by Agency. The categorization of Complaints, Inquiries, and service
3830 requests shall be agreed upon by the Agency, SBWMA, and Contractor prior to the
3831 Commencement Date, and shall be adjusted during the Term upon agreement
3832 between Agency, SBWMA and Contractor.

3833 D. **Call Center Data.** Number of calls received, number of calls answered, number of
3834 dropped calls, percentage of dropped calls, Average Hold Time, percentage of calls
3835 answered in thirty (30) seconds.

3836 E. **Monthly Gross Revenues and Fee Reports.** Pursuant to Article 10, a statement
3837 itemizing each fee paid by Contractor to Agency in the month; detailing calculation of
3838 each monthly fee amount; and stating monthly Gross ~~Revenues~~Revenue Billed, by
3839 Service Sector, for all operations conducted or permitted by this Agreement.

3840 FF. Abandoned Waste Collection. Contractor shall provide a list of all abandoned waste
3841 Collection events performed identifying the address of each Collection location.

3842 G. Multi-Family Tote Bag Distribution. Contractor shall provide a report on Multi-
3843 Family Tote Bag Distribution as required by Article 5, Collection Service, Section
3844 5.03.C.2.

3845 H. Other Information. Other information or reports that Agency may reasonably
3846 request or require be added to reporting. These requests may include, but shall not
3847 be limited to, information regarding on-call Bulky Item Collection programs,
3848 abandoned waste Collection, Used Motor Oil and Used Motor Oil Filter Collection,
3849 and Community Events and Venues Collection.

9.06 QUARTERLY REPORTS

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

~~A. **On-Site Customer Assessments and Visual Audits.** ~~On-Site Customer Assessments and Visual Audits.~~ Contractor shall report the number of site assessments and visual audits conducted for Multi-Family Dwelling, Commercial, and Agency Customers, which are required by ~~Section 7.06.~~ Sections 7.04 and 7.05. SBWMA may request additional statistics as necessary.~~

~~G. **Quality Assurance Program.** Contractor shall report quarterly on its quality of the customer service experience when customer was interacting with Contractor, described in Section 7.02.F, during the prior quarter. The report shall include (i) name and Service Sector of each Customer contacted, (ii) date, time and length of telephone call, (iii) name of customer service representative placing call, (iv) summary of Customer's responses to questions and other information provided, and (v) follow-up actions taken, if any, in response to calls. The actual surveys will be kept by the Contractor compliant with the record keeping requirements of the Franchise Agreement(s) and such surveys will be made available upon request.~~

~~**9.06 QUARTERLY REPORTS**~~

~~Quarterly reports shall present the information described in this Section. Each quarterly report shall present the information below for the reporting months of that quarter and for each of the preceding twelve (12) months.~~

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

~~1. **Solid Waste.** Total Solid Waste Tonnage Collected and Disposed by Service Sector.~~

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

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

~~If Contractor does not separately track Multi-Family Tonnage data, Contractor shall conduct a semi-annual or annual Tonnage assessment if requested by Agency in accordance with Section 7.08 that involves separately Collecting and weighing Multi-Family Solid Waste, Targeted Recyclable Materials, and Organic Materials to quantify Tonnage Collected during a given week.~~

~~B. **Diversion Level.** Contractor shall provide the quarterly and year-to-date Overall Diversion Level, the quarterly and year-to-date Single-Family Diversion Level, and the quarterly and year-to-date Commercial Diversion Level (each stated as a percentage) calculated in accordance with Attachment I. In addition, Contractor shall present the calculations used to determine the Diversion Levels.~~

- 3894 **C. ~~Education Activities~~**
- 3895 ~~1. **B. Public Education Activities.** Contractor shall report the following public~~
- 3896 ~~education activity information.~~
- 3897 1. Public education materials produced and total number of each distributed.
- 3898 2. ~~2.~~ Dates, times, and names of meetings or events attended.
- 3899 3. ~~3.~~ Dates, times, and names of school(s) where presentations were performed.
- 3900 4. ~~4.~~ 4. Completion of other activities specified in the then-current Three-Year
- 3901 Public Education Plan.
- 3902 4.5. Other educational activities as may be requested by Agency.
- 3903 ~~D. **Complaint, Inquiry and Service Requests Data.** Number of Complaints, Inquiries~~
- 3904 ~~and service requests received from Customers, Generators, or other Person by~~
- 3905 ~~category (e.g., missed pickups, noise Complaints, scheduled On-Call Bulky Item~~
- 3906 ~~Collection Events, Overages, Billing concerns, property damage claims, requests for~~
- 3907 ~~information, etc.). Complaint summary, for each month and cumulative for Rate Year~~
- 3908 ~~to date, summarized by nature of Complaints on a compatible computer disc or other~~
- 3909 ~~memory device approved by Agency.~~
- 3910 ~~E. **Call Center Data.** Number of calls received, number of calls answered, number of~~
- 3911 ~~dropped calls, percentage of dropped calls, average delay time, Average Hold Time,~~
- 3912 ~~percentage of calls answered in thirty (30) seconds, percentage of calls answered in~~
- 3913 ~~ninety (90) seconds reported for the month.~~
- 3914 ~~F. **Quarterly Gross Revenues and Fee Reports.** Pursuant to Article 10, a statement~~
- 3915 ~~itemizing each fee paid by Contractor to Agency in the quarter; detailing calculation~~
- 3916 ~~of each monthly fee amount; and stating monthly Gross Revenues, by Service Sector,~~
- 3917 ~~for all operations conducted or permitted by this Agreement.~~
- 3918 **GC. Determination and Payment of Liquidated Damages.** In accordance with the
- 3919 requirements of Section 14.07, Contractor shall provide a report that identifies any
- 3920 non-compliance with performance measures listed in Attachment J ~~(except for~~
- 3921 ~~compliance with diversion-related standards which shall be reported as part of the~~
- 3922 ~~Contractor's annual report)~~ and include calculation of the Liquidated Damages due.
- 3923 ~~This report shall be accompanied by supporting documentation identifying either~~
- 3924 ~~compliance with or level of non-compliance with the performance measures.~~
- 3925 Contractor may include with its report a written request to meet with Agency's
- 3926 Manager or his or her designee to discuss Contractor's evidence refuting the basis
- 3927 for assessing Liquidated Damages pertaining to unacceptable employee behavior. In
- 3928 such cases, Contractor shall include with its report evidence in writing and written
- 3929 testimony of its employees and others relevant to the incident(s)/non-performance.
- 3930 Agency's Manager or his or her designee will provide Contractor with a written
- 3931 explanation of his or her determination on each incident(s)/non-performance. The
- 3932 decision of Agency's Manager or his or her designee shall be final.
- 3933 ~~H. **Account Summary.** For monthly reports following the end of each quarter (e.g., for~~
- 3934 ~~monthly reports submitted in January, April, July, and October),~~ **D. Account**
- 3935 **Summary.** Provide the following account summary information in table format:
- 3936 1. Number of Customers in each Rate and Charge category.

- 3937 2. Total number of Residential, Commercial, and Drop Box Customers subscribing
3938 to Solid Waste, Targeted Recyclable Materials, and Organic Materials Collection
3939 service listed separately by Service Sector and material type.
- 3940 3. Percentage of Customers subscribing to Targeted Recyclable Materials
3941 Collection service (listed separately for Multi-Family, Commercial, and Drop Box
3942 Customers), which shall be equal to the total number of Targeted Recyclable
3943 Materials Customers divided by the total number of Solid Waste Customers.
- 3944 4. Percentage of Customers subscribing to Organic Materials Collection service
3945 (listed separately for Multi-Family, Commercial, and Drop Box Customers), which
3946 shall be equal to the total number of Organic Materials Customers divided by the
3947 total number of Solid Waste Customers.
- ~~3948 I. **On-Site Customer Assessments and Visual Audits.** Contractor shall report the
3949 number of and results of the site assessments conducted for Multi-Family and
3950 Commercial Customers, which are required by Article 7.~~
- ~~3951 J5. Weekly gallons or cubic yards of service provided to Residential, Commercial,
3952 and Drop Box Customers subscribing to Solid Waste, Targeted Recyclable
3953 Materials, and Organic Materials Collection service listed separately by Service
3954 Sector and material type for one week.~~
- ~~3955 E. **Summary Assessment.** Highlight significant accomplishments and problems.
3956 Identify recommendations and/or plans to improve services.~~
- ~~3957 K. **Public Education Plan.** The quarterly report submitted in October of each year shall
3958 include the public education plan for the coming year pursuant to Section 7.03 of this
3959 Agreement.~~
- ~~3960 L. **Hazardous Waste Records.** A summary or copy of the Hazardous Waste records
3961 required under Section 8.07.D.~~
- 3962 **M. Operational Data.** Contractor shall provide GPS reports as requested by Agency or
3963 SBWMA. In addition, Contractor shall submit the following:
- 3964 1. A summary of Collection route operational data including: average number of
3965 Customers and Containers serviced per route per Day for each Collection route;
3966 average number of actual both on-route and off-route hours per Day by route
3967 (distinguishing between ~~normal~~ Standard Collection Vehicle Routes and ~~hard-to-serve~~
3968 Special Collection Vehicle Routes, if appropriate); and,
- 3969 2. List of the one -hundred (100) largest generators based on weekly Solid Waste
3970 volumes (listed in descending order) within Agency for both Commercial and
3971 Multi-Family Customers. This reporting shall include, at a minimum: the name
3972 of the Customer; the name of the business; the address of the business; the
3973 type(s) of service received (e.g. Collection of Solid Waste, Single-Stream
3974 Targeted Recyclable Materials, Plant Materials, Food Scraps, Organic Materials,
3975 Source Separated cardboard, Source Separated paper, etc.); the volume of
3976 service received weekly measured in cubic yards; the frequency of service
3977 received measured in number of Collections per week; the diversion volume
3978 measured as total service level volume divided by Targeted Recyclables
3979 Materials and/or Organic Materials Collection volume; and, the change in service
3980 level from the prior quarter.

3981 ~~N. **Commercial F. Recycling Promotion Program Technical Assistance Plan**~~
 3982 ~~**Status Report.** Contractor must prepare and submit, both quarterly and annually, to~~
 3983 ~~Agency and SBWMA, a **Commercial Recycling Program Technical Assistance Plan**~~
 3984 ~~**Status Report.** The **Commercial Recycling Program Status Report** shall include, but~~
 3985 ~~not be limited to:~~

- 3986 ~~1. A summary of training and professional development activities for the~~
 3987 ~~Commercial Recycling Promotion and supervisory staff.~~
- 3988 ~~2. A description of the strategy and overall approach to attract and retain a high~~
 3989 ~~quality and effective Commercial Recycling Promotion Program and supervisory~~
 3990 ~~staff.~~
- 3991 ~~3. A description and status of meeting the goals and objectives for the Commercial~~
 3992 ~~Recycling Promotion team and how these goals and objectives are tied to the~~
 3993 ~~compensation incentive plan. (Contractor must explain how the stated goals and~~
 3994 ~~objectives will be accomplished if no compensation incentive plan is used.)~~
- 3995 ~~4. A description of Contractor's sales strategy for maintaining and/or expanding the~~
 3996 ~~existing Commercial Recycling account base and diversion levels.~~
- 3997 ~~5. A description of the services provided to the Commercial and Agency Facility~~
 3998 ~~sectors.~~
- 3999 ~~6. A detailed accounting of diversion statistics for the Commercial and Agency~~
 4000 ~~Facility sectors.~~

4001 ~~O. **Other Information.** Other providing required reporting information or reports that~~
 4002 ~~Agency may reasonably request or require be added to quarterly reporting. These~~
 4003 ~~requests may include, but shall not be limited to, information regarding On-Call~~
 4004 ~~Collection programs, Used Motor Oil and Used Motor Oil Filter Collection, and large~~
 4005 ~~Events and Venues Collection, identified in the then-current Three-Year Plan~~
 4006 ~~(prepared in accordance with Section 7.03.B).~~

4007 ~~P.G. **Determination and Payment of Performance Incentives and Disincentives.** In~~
 4008 ~~accordance with the requirements of Section 11.07, Contractor shall provide **with**~~
 4009 ~~**it on a** quarterly report basis a report that identifies compliance with the performance~~
 4010 ~~standards listed in Attachment I and includes calculation of the performance incentive~~
 4011 ~~payments and disincentive assessments due. Performance incentives (in the form of~~
 4012 ~~increased compensation to Contractor) will be awarded by Agency for excellent~~
 4013 ~~performance on aspects of **Solid Waste** diversion, **Collection service delivery** and~~
 4014 ~~Customer service as specified in Attachment I. **Performance disincentives will be**~~
 4015 ~~**assessed by Agency for substandard performance on aspects of Solid Waste**~~
 4016 ~~**diversion, Targeted Recyclable Materials contamination, Organic Materials**~~
 4017 ~~**contamination, Plant Materials contamination, Collection service delivery and**~~
 4018 ~~**customer service specified in Attachment I.**~~

4019 ~~Contractor's payment of performance disincentives related to Contamination are to~~
 4020 ~~be included with submittal of Contractor's quarterly report to the SBWMA. All other All~~
 4021 ~~performance incentives and disincentives payments are to be included in Contractor's~~
 4022 ~~annual Rate Application and Contractor's Compensation for the next Rate Year will~~
 4023 ~~be increased or decreased by the net amount of performance incentive payments and~~
 4024 ~~disincentive assessments calculated in the Application. Performance incentives and~~
 4025 ~~disincentives for **Overall Diversion Level, Minimum Single-Family Diversion Level,**~~

~~Minimum Commercial Diversion Level, Contamination, and Average Speed of Answer and performance disincentives for~~ Ninety (90) Second Maximum Hold Time shall be calculated in aggregate for the SBWMA Service Area and Agency's share shall be proportional based on the Tons of Solid Waste Collected by Contractor for ~~Rate Year One (2011) by Previous Contractor. Performance incentives and disincentives for Single Family Missed Pick-Up Initial Complaints and Single Family Missed Pick-Up Collection Events shall be calculated separately for each Agency, the previous Rate Year.~~

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

9.07 ANNUAL REPORTS

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

A. Operational Information

1. Routes by Service Sector
 - a. Number of routes per Day
 - b. Types of vehicles
 - c. Crew size per route
 - e. Number of full-time equivalent routes
 - f. Number of accounts per route
 - g. Total hours per Service Sector per Day and per year
 - h. Average cost per route
 - i. Route sheets and maps
2. Personnel
 - a. Organizational chart
 - b. Job classifications and number of full-time equivalent positions for each (e.g. administrative, customer service representatives, drivers, supervisors, educational staff, etc.)
 - c. Annual wages by job classification including benefits
3. Productivity Statistics
 - a. Number of accounts per Service Sector

- 4068 b. Number of set-outs per Service Sector
- 4069 c. Tons per route per Day by Service Sector
- 4070 4. Operational Changes
- 4071 a. Number of routes
- 4072 b. Staffing
- 4073 c. Supervision
- 4074 d. Collection services
- 4075 5. Equipment - An inventory of equipment in accordance with Section 8.04.D.
- 4076 6. Billing - Billing review report in accordance with Section 7.01.F.
- 4077 B. **Customer Account Information.** As part of the annual reporting requirement,
- 4078 Contractor shall make available to Agency detailed Customer account information in
- 4079 tabular format and in electronic format (in computer software format that is compatible
- 4080 with the Agency's) Including the following information for each Customer: account
- 4081 number; service address; assessor parcel number for Accounts agreed to by
- 4082 Contractor and Agency; Customer's name, address, and phone number; Billing
- 4083 contact name, Billing address, and phone number; Solid Waste, Targeted Recyclable
- 4084 Materials, and Organic Materials Collection service level (i.e., number of Containers,
- 4085 size of Containers, frequency of Collection, and Day(s) of Collection), and Rate
- 4086 ~~charged~~ Charge billed. For Multi-Family Customers, the Customer account
- 4087 information shall also include the number of dwelling units at each Multi-Family
- 4088 Residential Complex.
- 4089 C. **Customer Service Operations.** Contractor shall annually prepare and submit, to
- 4090 Agency and SBWMA, a Customer Service Operations Plan that shall include, at a
- 4091 minimum, the following sections:
- 4092 1. Customer Service Call Center
- 4093 a. Provide the number CSR supervisory staff and describe their
- 4094 responsibilities.
- 4095 b. Contractor must describe its training strategy for ~~CSR's~~ CSR and CSR
- 4096 supervisory staff.
- 4097 c. Contractor must describe its strategy and overall approach to attracting and
- 4098 retaining a high quality CSR staff.
- 4099 2. Website
- 4100 a. Number of on-line payments made
- 4101 b. Number of On-Call Collection Services scheduled
- 4102 c. Number of On-Call Bulky Goods Collections scheduled
- 4103 d. Number of extra Solid Waste pick-ups scheduled
- 4104 e. Number of service changes requested
- 4105 f. Number of Complaints documented and resolved
- 4106 3. Customer Information System
- 4107 a. Status of any changes or upgrades made to system software
- 4108 b. Description of proposed changes to system software
- 4109 c. Explanation and schedule of training activities

- 4110 4. Staffing
- 4111 5. Commercial customer service
- 4112 D. **Related Party Entities.** Contractor agrees that all financial transactions with all
4113 Related Party Entities shall be approved in advance in writing and disclosed annually
4114 (coinciding with Contractor's annual audited financial statements referred to in this
4115 Section 9.07) to the Agency in a separate disclosure letter to the Agency. This letter
4116 shall include the following information: a general description of the nature of each
4117 transaction, or type of (for many similar) transaction, as applicable. Such description
4118 shall include for each (or similar) transaction, amounts, specific Related Party Entity,
4119 basis of amount (how amount was determined), and description of the allocation
4120 methodology used to allocate any common costs. Amounts shall be reconciled to the
4121 Related Party Entity disclosures made in Contractor's annual audited financial
4122 statements referred to in this Section.
- 4123 At the Agency's request, Contractor shall provide the Agency with copies of working
4124 papers or other documentation deemed relevant by the Agency relating to information
4125 shown in the annual disclosure letter. The annual disclosure letter shall be provided
4126 to the Agency within sixty (60) Business Days of Contractor's Fiscal Year end.
- 4127 E. **Contractor's Review of Billings.** Pursuant to the requirements described in Section
4128 7.01.F, Contractor shall submit a report on its review of Billings.
- 4129 F. **Determination and Payment of Liquidated Damages.** In accordance with the
4130 requirements of ~~subsections~~Sections 14.07 and 11.07.D, Contractor shall provide
4131 with its annual report, a report that identifies any non-compliance with the
4132 performance standards listed in Attachment J and includes calculation of the
4133 Liquidated Damages due. This report shall be accompanied by supporting
4134 documentation identifying Contractor's compliance or non-compliance with the
4135 specified performance standards. The report submittal shall be accompanied by a
4136 check from Contractor in the amount of the Liquidated Damages due (per
4137 Contractor's calculation and self-reporting) for the reporting period.
- 4138 G. **Determination and Payment of Performance Incentives and Disincentives.** In
4139 accordance with the requirements of ~~subsection~~Section 11.07, Contractor shall
4140 provide with its annual report, a report that identifies any non-compliance with the
4141 performance standards listed in Attachment I and includes calculation of the
4142 performance incentive payments and disincentive assessments due. Performance
4143 Incentives (in the form of increased compensation to Contractor) will be awarded by
4144 Agency for excellent performance on aspects of Solid Waste diversion, Collection
4145 service delivery and customer service as specified in Attachment I. Performance
4146 disincentives will be assessed by Agency for substandard performance on aspects of
4147 Solid Waste diversion, Collection service delivery and customer service specified in
4148 Attachment I.
- 4149 Payment related to performance incentives and disincentives, ~~other than those~~
4150 ~~related to Contamination,~~ are to be included in Contractor's annual Rate Application
4151 and Contractor's Compensation for the next Rate Year will be increased or decreased
4152 by the net amount of performance incentive payments and disincentive assessments
4153 calculated. performance incentives and disincentives shall be calculated as specified
4154 in ~~Section 9.06.P~~Attachment I.

4155 **9.08 REQUIRED SPECIFIC REPORTING**

4156 Event-specific reports shall be submitted following the occurrence of the event as
4157 described in this Section.

4158 A. **Report of Accumulated Solid Waste; Unauthorized Dumping.** As required by
4159 Section 7.07, Contractor shall report: (i) the addresses of any Premises at which the
4160 driver observes that Solid Waste, Targeted Recyclable Materials, and/or Organic
4161 Materials is accumulating; and (ii) the address, or other location description, at which
4162 Solid Waste, Targeted Recyclable Materials, and/or Organic Materials has been
4163 dumped in an apparently unauthorized manner. The report shall be delivered to the
4164 Agency within one (1) Business Day of such observation.

4165 B. **Hazardous Waste.** As required by Section 8.07, the Contractor shall notify the
4166 Agency of any Hazardous Waste identified in Containers or left at any Premises within
4167 twenty-four (24) hours of identification of such material.

4168 C. **Reporting Adverse Information.** Contractor shall provide Agency two (2) copies
4169 (one (1) to the Agency Manager, one (1) to the Agency Attorney) of all reports,
4170 pleadings, applications, notifications, Notices of Violation, communications or other
4171 material relating specifically to Contractor's performance of services pursuant to this
4172 Agreement, submitted by Contractor to, or received by Contractor from, the United
4173 States or California Environmental Protection Agency, the California ~~Integrated~~
4174 ~~Waste Management Board, Department of Resources Recycling and Recovery~~
4175 ~~(CalRecycle)~~, the Securities and Exchange Commission or any other federal, State,
4176 County, or local agency, including any federal or State court. Copies shall be
4177 submitted to Agency simultaneously with Contractor's filing or submission of such
4178 matters with said agencies. Contractor's routine correspondence to said agencies
4179 need not be submitted to Agency, but shall be made available to Agency promptly
4180 upon Agency's written request.

4181 **9.09 UPON-REQUEST REPORTING**

4182 A. **Holiday Tree Services.** Within ten (10) Business Days of Agency's request,
4183 Contractor shall report the Tonnage of Holiday Trees Collected at the Drop Box sites
4184 or at drop-off sites (if drop-off sites were established).

4185 B. **Summary Assessment.** Within thirty (30) Days of Agency's request, highlight
4186 significant accomplishments and problems. Identify recommendations and/or plans
4187 to improve services.

4188 C. **Hazardous Waste Records.** A summary or copy of the Hazardous Waste records
4189 required under Section 8.07.D.

4190 B. ~~Other.~~ **D. GPS Route Reports.** Contractor shall provide GPS reports as reasonably
4191 requested by Agency or SBWMA.

4192 E. **Other.** The Agency reserves the right to request additional reports from the
4193 Contractor, and the Contractor shall deliver such reports within twenty-five (25)
4194 Business Days of such request provided that such information is similar in nature to
4195 the required elements of the monthly, quarterly, or annual reporting requirements
4196 described in Sections 9.05, 9.06, and 9.07. If the information requested by the
4197 Agency is not typically part of the Contractor's reporting requirements described in
4198 Sections 9.05, 9.06, and 9.07, Contractor shall provide such information if the

4199 Contractor is required to maintain the information under the record-keeping
4200 requirements described in Sections 9.01, 9.02, and 9.03.

4201 Contractor acknowledges that the Agency has to submit information to State and local
4202 agencies related to the Act, AB 341, AB 1826, and SB 1383 and may require
4203 additional reporting from the Contractor. If Agency needs additional information to
4204 complete its reports, Contractor shall provide additional information to the extent
4205 Contractor has maintained records on the information requested. The Parties
4206 acknowledge that Contractor shall provide reports to the Agency, and shall not submit
4207 reports to State or local agencies on the behalf of the Agency.

4208

ARTICLE 10
FRANCHISE FEE AND OTHER FEES

4209
4210

4211 **10.01 GENERAL**

4212 The fees described in this Article shall be treated as Other Pass-Through Costs for the
4213 purposes of determining ~~Contractor's Compensation~~the Revenue Requirement and shall
4214 be recoverable through the Agency-approved Rates and Charges that Contractor ~~charges~~
4215 ~~to bills~~ Customers. Contractor shall separately identify any of the fees established under
4216 this Article on Customer bills if directed to do so by Agency.

4217 **10.02 FRANCHISE FEE**

4218 In consideration of the exclusive franchise granted to Contractor by this Agreement, and
4219 to reimburse Agency for costs incurred in administering this Agreement, Contractor shall
4220 pay to Agency a Franchise Fee specified in Attachment M.

4221 **10.03 OTHER FEES**

4222 Agency has adopted other fees, which are intended to recover the costs of services related
4223 to Solid Waste management, Recycling, and cleanliness of public streets and/or public
4224 litter and Recycling containers through inclusion in ~~solid waste/recycling collection~~ Rates.
4225 The other fees currently in effect, or which are expected to be in effect as of January 1,
4226 ~~2014~~2021 are ~~also~~ listed on Attachment M.

4227 **10.04 TIME AND METHOD OF PAYMENT**

4228 On or before the twentieth (20th) Day ~~after the end~~ of each month, Contractor shall pay to
4229 Agency (i) the amount of the Franchise Fees due on Gross Revenues Billed during the
4230 immediate previous month, and (ii) one-twelfth of any other fee established by Agency
4231 unless Agency directs a different payment schedule for such other fees.

4232 Contractor shall provide, concurrently with the payment of fees, a statement showing the
4233 calculation of each fee, including the Gross Revenues Billed from Customers in each
4234 Service Sector for that month. The statement shall be in a format, and contain the level
4235 of detail, specified by Agency. Payments from Contractor to Agency shall be made by
4236 wire transfer or other method authorized by Agency.

4237 If a fee is not paid on time, Contractor shall pay a late payment charge to the Agency equal
4238 to two percent (2%) of the fees due for that month. In addition, Contractor shall pay an
4239 additional two percent (2%) on any unpaid balance for each thirty (30) Day period a portion
4240 of the fee due remains unpaid. Late payment charges are not included in Contractor's
4241 Compensation and may not be recovered through Rates or Charges. Changes to
4242 Contractor's Compensation to reflect increases or decreases in fees, or the addition of
4243 new fees, are not subject to the Special Compensation Review provisions in Section
4244 11.05.

4245 **10.05 ADJUSTMENTS TO FEES; ADDITIONAL FEES**

4246 Agency may from time to time adjust the amount of the fees described in this Article and
4247 may establish other fees. Changes in the total amount of fees to be collected by

4248 Contractor and remitted to Agency shall be reflected in an adjustment to Contractor's
4249 Compensation and Rates.
4250

ARTICLE 11
 CONTRACTOR'S COMPENSATION, ~~PASS-~~
~~THROUGH COSTS~~, AND RATES

11.01 OVERVIEW

- A. Contractor's Compensation includes three components:
1. Annual Cost of Operations. These include the cost of labor, equipment, materials and supplies, fuel, insurance, bonds, taxes, overhead and all other costs necessary to perform all the services required, in the manner required, by this Agreement, with the exception of costs identified in subsection A.3.
 2. Profit. Contractor's profit is determined by applying the Operating Ratio of ninety and one-half percent (90.5%) to annual costs of operation described in subsection A.1.
 3. Contractor Pass-Through Costs. These consist of costs ~~which that~~ Contractor is obligated to pay but on which Contractor does not earn a profit and ~~currently~~ consist of: (i) interest; ~~expense~~, and (ii) ~~regulatory agency fees adjustments to compensation to reflect Agency-specific Agreement changes (labeled in Attachment N as "Contract Changes to Specific Agencies")~~.
- B. Attachment N includes baseline financial and operational information ~~which is that~~ shall be used to calculate Contractor's Compensation for 2021. The projected 2021 Annual Costs of Operation, Profit, and Contractor Pass-Through Costs shown on Attachment N: (i) ~~are based on Contractor's Proposal were prepared by Contractor;~~ (ii) ~~are were~~ allocated among Member Agencies using based on the methodology specified in Attachment K, Section 6 allocations used for Contractor's Application for Rate Year 2017; and ~~(iii, (ii))~~ have been adjusted to reflect refinements in the scope of services and decisions by individual Member Agencies as to specific programs, levels of service, or other unique factors affecting only their jurisdiction.
- C. Contractor's Compensation for Rate Year ~~One will Eleven (2021) shall~~ be determined as provided in Section 11.02.A. Annually thereafter, Contractor's Compensation ~~will shall~~ be adjusted as provided in Section 11.02.B, C and D.
- D. After the conclusion of each Rate Year, SBWMA will conduct a revenue reconciliation process as provided in Section 11.03. The purpose of this procedure is to reconcile Net Revenues Billed by Contractor for a Rate Year with the approved Contractor's Compensation ~~for that Rate Year~~. Adjustments to Contractor's Compensation will be made in a subsequent Rate Year to recover any excess revenue from Contractor or to compensate Contractor for a revenue shortfall.
- E. However, no adjustments to Contractor's Compensation will be made for differences between Total costs of operation or Contractor Pass-Through Costs as calculated for the Rate Year and as actually incurred, with the exception of cost differences due to changes in scope of services (Section ~~15.1244.06~~) or as authorized by a special compensation review (Section 11.05) or an adjustment under Section 3.03.B. If Contractor's actual annual cost of operations, actual profits and actual Contractor's Pass-Through Costs of Operation are more or less than the amounts included in the annual calculation of Contractor's Compensation, Contractor is neither entitled to an

4294 increase in compensation, nor subject to a reduction in compensation, in future Rate
4295 Years.

4296 11.02 DETERMINATION OF CONTRACTOR'S COMPENSATION

4297 A. **Contractor's Compensation for Rate Year ~~One (2011)~~ Eleven (2021).** Contractor's
4298 Compensation for ~~2011-2021~~ shall be determined in ~~2010. Costs~~ 2020 by adjusting
4299 Contractor's projected 2021 Contractor's Compensation shown on Attachment N ~~will~~
4300 ~~be adjusted~~ to reflect ~~changes from 2008 when Contractor submitted its Proposal, for~~
4301 the following factors:

- 4302 ~~• Inflation;~~
- 4303 ~~• Wage rates and benefits for employees covered by collective bargaining~~
4304 ~~agreements;~~
- 4305 ~~• Capital equipment costs; and~~
- 4306 ~~• Change in Customer account and service levels.~~
 - 4307 • ~~All as provided in Attachment K, Section 3; and,~~
 - 4308 • ~~Change in fuel prices as provided in Attachment K.~~

4309 **B. Different Compensation Methods for Other Member Agency.** If Contractor enters
4310 into a franchise agreement with any other Member Agency which uses a substantially
4311 different methodology for calculating Contractor's Compensation than that set forth in
4312 Article 11 and Attachments K and N of this Agreement, then (i) for purposes of
4313 calculating Contractor's Compensation under this Agreement, Contractor's costs of
4314 providing service to such other Member Agency shall continue to be calculated ~~and~~
4315 ~~allocated~~ using the methodology set forth in Attachments K and N, and, (ii)
4316 Contractor's Compensation for providing service to such other Member Agency shall
4317 be as set forth in the franchise agreement between it and Contractor. Any such
4318 franchise agreement shall (i) implement the performance incentives and disincentives
4319 provided for in this Agreement, and, (ii) require Contractor to pay sums due to
4320 SBWMA for delivery of materials from such Member Agency to ~~the SRDC~~ Shoreway
4321 Recycling and Disposal Center.

4322 **BC. Reserved**

4323 **D. Contractor's Compensation for Rate Year ~~Two (2012)~~.** ~~Contractor's~~
4324 ~~Compensation for 2012 shall be based on Contractor's Compensation for 2011~~
4325 ~~adjusted to reflect inflation, changes in wage rates and benefits for employees~~
4326 ~~covered by collective bargaining agreements.~~

4327 ~~**C. Contractor's Compensation for Rate Year ~~Three (2013)~~.**~~ ~~Contractor's~~
4328 ~~Compensation for 2013 shall be based on Contractor's Compensation for 2012~~
4329 ~~adjusted to reflect inflation, changes in wage rates and benefits for employees~~
4330 ~~covered by collective bargaining agreements, 2013 Customer account and service~~
4331 ~~levels, and the difference between Contractor's Compensation approved for 2011 and~~
4332 ~~Net Revenues Billed for 2011. The adjustment for Customer account and service~~
4333 ~~levels shall be the final adjustment made during the Term for those variables.~~

4334 ~~D. **Contractor's Compensation for Rate Year Four (2014) and Subsequent Rate**~~
 4335 ~~**Years.** Contractor's Compensation shall be adjusted annually, commencing with the~~
 4336 ~~determination of Contractor's Compensation for Rate Year ~~Four (2014)~~ Twelve (2022)~~
 4337 ~~and continuing through the remaining Term including any extension periods to reflect~~
 4338 ~~inflation, (or deflation), changes in ~~wages and benefits for employees covered by~~~~
 4339 ~~~~collective bargaining agreements in effect as of the Commencement Date of this~~~~
 4340 ~~~~Agreement~~ service levels, and the difference between Contractor's Compensation~~
 4341 ~~approved for the prior Rate Year (e.g., ~~2012~~ 2021) and Net Revenues Billed ~~for~~~~
 4342 ~~~~2012~~ (e.g., 2021) and similarly for subsequent ~~years.~~ ~~For Rate Year Four (2014)~~~~
 4343 ~~through the last Rate Year of the Term, ~~no changes to Contractor's Compensation~~~~
 4344 ~~~~will be made to reflect actual costs or to reflect changes in Customer account and~~~~
 4345 ~~~~service levels.~~ Years.~~

4346 E. **No Changes for Actuals.** During the Term, no changes to Contractor's
 4347 Compensation will be made to reflect actual costs, actual profit, or actual Contractor
 4348 Pass-Through Costs, except for adjustments related to vehicle acquisition costs, as
 4349 provided in Attachment K.

4350 F. **Change in Contractor's Compensation for Rate Years Eight, Nine, and Ten**
 4351 **(2018, 2019, 2020).** The Contractor's Compensation for Rate Years Eight, Nine, and
 4352 Ten (2018, 2019, 2020) shall be determined in accordance with the procedures
 4353 specified in Attachment K of the 2009 Franchise Agreement with the following
 4354 exceptions:

4355 1. In Rate Years Eight, Nine, and Ten (2018, 2019, 2020), an adjustment shall be
 4356 made to allocated indirect costs to account for a reduction in the staffing of
 4357 Contractor's Waste Zero Specialists (from 8 full-time positions to 6 full-time
 4358 positions). The adjustment shall be made by adding a new line item to the
 4359 Contractor's Compensation adjustment calculations (after the General and
 4360 Administrative line item), which shall be titled "Adjustment for Waste Zero
 4361 Specialists" and include a negative amount of \$200,000 for Rate Year Eight (2018).
 4362 The annual reduction amount shall be adjusted annually for Rate Year Nine (2019)
 4363 and Ten (2020) using the same adjustment method used to adjust the General and
 4364 Administrative costs.

4365 2. In Rate Year Ten (2020), the vehicle depreciation shall be ~~[\$4,092,539].~~

4366 **11.03 ANNUAL REVENUE RECONCILIATION PROCESS**

4367 After completion of each Rate Year, a revenue reconciliation process will be implemented
 4368 as provided in this Section and further described in Attachment K, Section 810.

4369 The purpose of this process is to determine, for each Member Agency, the difference
 4370 between the actual Net ~~Revenues~~ Revenue Billed by Contractor for such Member Agency
 4371 for the preceding Rate Year and the calculated Contractor's Compensation approved for
 4372 such Member Agency for that Rate Year.

4373 The Contractor shall submit a report to Agency and SBWMA on or before March 31 of
 4374 each Rate Year, commencing March 31, ~~2012~~ 2021.

4375 The report shall include the following information (items) for the preceding Rate Year:

4376 A. **Gross Revenue Billed.** Gross Revenue Billed is the total amount billed by Contractor
 4377 or Agency to Customers for all services attributable to the Rate Year in question- as
 4378 further defined in Attachment A. The report ~~will~~shall identify the amount of Gross
 4379 Revenue Billed attributable to each Member Agency. (In the case of Member
 4380 Agencies that bill Customers directly for some or all of the services provided by
 4381 Contractor, Gross Revenue Billed ~~will~~shall include all amounts paid to Contractor by
 4382 those ~~agencies-~~Member Agencies.)

4383 B. **Payments to SBWMA.** Payments to SBWMA are the amounts charged by SBWMA
 4384 for delivery of materials to the Designated Transfer and Disposal Facility. They do
 4385 not include payments to SBWMA pursuant to Section 6.02 for excess Contamination.
 4386 The report ~~will~~shall identify the amount of these payments attributable to each
 4387 Member Agency, using the methodology described in Attachment K, Section 68.

4388 C. **Payments to Agencies for Franchise Fees and Other Fees Described in Article**
 4389 **10.** The report ~~will~~shall identify the amount of these payments attributable to the Rate
 4390 Year in question made to each Member Agency.

4391 D. **Revenues Attributable to UnscheduledAdditional Service.** In addition to regularly
 4392 scheduled Collection service, Contractor ~~is obligated to may~~ provide ~~some~~additional
 4393 services to Customers or ~~Member Agencies~~Agency on ~~an unscheduled-regular~~ basis
 4394 or “on-call” or intermittent basis. A list of these ~~unscheduled~~additional services and
 4395 Charges is included as Attachment Q. Contractor shall bill Customer for these
 4396 services, or Agency when services are provided to Agency, at Agency-approved
 4397 Charges specified in Attachment Q. The report shall identify the amount of billings for
 4398 each Member Agency for additional services listed on Attachment.

4399 Because the amount of such additional services may vary from year to year and is
 4400 unpredictable, the costs and revenues associated with them are not included in
 4401 SBWMA's prospective calculation of Contractor's Compensation. ~~The report or in~~
 4402 the revenue reconciliation process described in Attachment K, with the exception that
 4403 the revenue reconciliation process shall identify the amount include Gross Billed
 4404 Revenue received from SFD Customers that subscribe to Backyard Collection
 4405 Services up to the first twenty percent (20%) of billings for unscheduled or
 4406 intermittent SFD Customers that subscribe to such service for each Member Agency.
 4407 If more than twenty percent (20%) of the SFD Customers subscribe to Backyard
 4408 Collection Services, Contractor shall retain revenues received from SFD Customers
 4409 in excess of the first twenty percent (20%) of SFD Customers that subscribe to
 4410 Backyard Collection Services. For example, if 10,000 SFD Customer subscribe to
 4411 Collection services, the Gross Billed Revenue from up to 2,000 SFD Customers
 4412 subscribing to Backyard Collection Services shall be included in the revenue
 4413 reconciliation process. To continue this example, revenues from any additional SFD
 4414 Customers (above the first 2,000 Customers) subscribing to Backyard Collection
 4415 Services shall not be included revenue reconciliation and shall be retained by the
 4416 Contractor. The report provided by Contractor shall include the Backyard Collection
 4417 Service revenues and calculation of the portion of such revenues to be included in
 4418 the revenue reconciliation.

4419 **E. Net Revenue Billed.** Net Revenue Billed equals the result obtained by subtracting
 4420 the sum of items B, C, and D above from item A above [i.e., Net Revenue Billed = A
 4421 – (B+C+D)]. In this calculation, item D shall equal the Gross Revenue Billed from
 4422 Attachment Q Charges less revenue to be included in the revenue reconciliation
 4423 process for the Backyard Collection Service charge as described in item D above.

4424 **F. Liquidated Damages; Performance Incentives and Disincentives.** Liquidated
 4425 Damages assessed by Member Agencies pursuant to Section 14.07 are not included
 4426 in the revenue reconciliation process. Similarly, performance incentive payments and
 4427 performance disincentive assessments provided for in Section 11.07 are not included
 4428 in the revenue reconciliation process.

4429 **G. Comparison to Contractor's Compensation.** The report shall identify the approved
 4430 Contractor's Compensation for each Member Agency and shall compare it to Net
 4431 Revenue Billed for such Member Agency to determine the revenue shortfall or
 4432 revenue surplus.

4433 **H. SBWMA Review.** The SBWMA will review the report and underlying financial data
 4434 for accuracy, will confer with Member Agencies to confirm data as to each Agency,
 4435 and will meet with Contractor to resolve any errors or inconsistencies.

4436 The SBWMA will incorporate its conclusions as to revenue shortfalls or revenue
 4437 surpluses experienced by Contractor as to each Member Agency into its calculation
 4438 of Contractor's Compensation for the following Rate Year distributed to all Member
 4439 Agencies in the fall of each year.

4440 **I. Final Rate Year.** The revenue reconciliation process will ~~not~~ be conducted for the last
 4441 Rate Year of the Agreement. ~~As a result, Contractor shall not be compensated for,~~
 4442 ~~nor obligated to rebate, any difference between Contractor's Compensation~~
 4443 ~~established for that Rate Year and actual Net Revenue Billed for that Rate Year.~~

4444 11.04 APPLICATION PROCESS FOR CONTRACTOR'S COMPENSATION

4445 **A. Application Date and Content.** Contractor shall prepare and submit to Agency and
 4446 SBWMA by ~~July 1~~ June 15 of each year, beginning on ~~July 1, 2010~~ June 15, 2020 for
 4447 Rate Year Eleven (2021) Contractor's Compensation, an Application for
 4448 determination of Contractor's Compensation for the next Rate Year. This Application
 4449 ~~will~~ shall cover all Member Agencies and ~~will allocate total costs to~~ shall present the
 4450 calculation of Contractor's Compensation for each Member Agency using the
 4451 ~~allocation~~ methodology prescribed in Attachment K and illustrated in Attachment N.
 4452 Contractor shall provide any additional information requested by the Agency or by
 4453 SBWMA during its review of the Application.

4454 **B. Review of Application.** The Application shall be reviewed by SBWMA for accuracy
 4455 and consistency with the procedures for determining Contractor's Compensation
 4456 specified in this Agreement as described in Attachment K. SBWMA shall share with
 4457 Contractor any factual or calculation errors identified in the Application and Contractor
 4458 shall have the opportunity to revise its Application.

4459 C. **SBWMA Report on Application.** As provided in Attachment K, ~~Authority~~SBWMA
 4460 staff shall distribute, on or before September 1 of each year, a report in draft form
 4461 which (i) identifies the amount of Contractor's Compensation and Pass-Through
 4462 Costs ~~allocable to~~calculated for each Agency for the following Rate Year, and (ii)
 4463 provides an overall percentage increase or decrease in Agency's ~~collection~~ Rates
 4464 which SBWMA calculates will generate Customer revenues sufficient to cover
 4465 Contractor's Compensation and Pass-Through Costs.

4466 SBWMA will take into account comments received from Agency and other Member
 4467 Agencies within ten (10) Days after distribution of the report in draft form. A final
 4468 report will be presented to and considered by the SBWMA Board of Directors and
 4469 approved for distribution to all Member Agencies on or before October 1 of each year.
 4470 The determination of Contractor's Compensation, and the estimation of Pass-
 4471 Through Costs, ~~and the allocation of costs among for each~~ Member ~~Agencies~~Agency
 4472 contained in the final Report shall be binding on Contractor and Agency.

4473 11.05 SPECIAL COMPENSATION REVIEW

4474 A. **Eligible Items.** The Contractor may apply to the Agency for consideration of a special
 4475 review of Contractor's Compensation, and the Agency may initiate such a review, if
 4476 one or more of the following events occur and cause an increase in or decrease to
 4477 Contractor's Compensation by two percent (2%) or more for the then-current Rate
 4478 Year: If one or more of the following events occur and cause an increase in or
 4479 decrease to Contractor's Compensation by less than two percent (2%) for the then-
 4480 current Rate Year, such cost impact shall be considered at the time the annual
 4481 Contractor's Compensation adjustment process is performed in accordance with
 4482 Section 11.02, and Contractor may be compensated retroactively for such cost
 4483 subject to Agency approval.

- 4484 1. Provision of emergency services pursuant to Section 7.08.
- 4485 2. Flood, earthquake, or other similar catastrophic event affecting the Agency which
 4486 is beyond the control of and not the fault of the Contractor.
- 4487 3. Change in Law occurring after ~~the Effective Date~~January 1, 2011.
- 4488 4. Changes in the Rates charged for Backyard Collection Service and/or Curbside
 4489 Collection Service that alter the price differential between the two, causing
 4490 Customers to migrate from one to the other, with the result of increasing or
 4491 decreasing Contractor's annual cost of operation by two percent (2%) or more.

4492 A special compensation review must be requested by Contractor, or initiated by
 4493 Agency, within twelve (12) months after one of the above-described events has
 4494 occurred unless otherwise agreed to by the Agency.

4495 B. **Ineligible Items.** A special review of Contractor's Compensation may not be initiated
 4496 for any of the following reasons:

- 4497 1. Increases or decreases in Contractor's cost of operations in excess of the
 4498 adjustments provided through the annual adjustment mechanism described in
 4499 Attachment K.
- 4500 2. Growth or decline in the number of Customers or their service levels, with the
 4501 exception of adjustments ~~made when determining Contractor's Compensation~~

- 4502 ~~for Rate Year One (2011) and Rate Year Three (2013), described in Attachment~~
 4503 ~~K.~~
- 4504 3. Changes in the mix of Container sizes or frequency of Collection, with the
 4505 exception of adjustments ~~made when determining Contractor's Compensation~~
 4506 ~~for Rate Year One (2011) and Rate Year Three (2013), described in Attachment~~
 4507 ~~K.~~
- 4508 C. **Review of Costs.** Agency shall have the right to review any and all financial and
 4509 operating records of Contractor. Agency will take into account the net overall impact
 4510 of the event on Contractor's ~~costs~~Compensation, including reductions in cost
 4511 resulting from curtailments in service levels or other factors.
- 4512 D. **Submittal of Request.** Contractor must submit its request for a special review in a
 4513 form and manner specified by the Agency, together with required cost and operational
 4514 data. Agency will review the request and determine the amount owed, if any, to
 4515 Contractor and the time period to be covered by special compensation
 4516 circumstances.
- 4517 E. **Burden of Justification.** In a special compensation review under this Section,
 4518 Contractor shall bear the burden of justifying to the Agency by substantial evidence
 4519 its entitlement to continuation of current, as well as any increases in, Contractor's
 4520 Compensation. If the Agency determines that the Contractor has not met its burden,
 4521 it shall notify Contractor that it is prepared to deny Contractor's request for an increase
 4522 in compensation, or to proceed with a reduction in compensation. Within ten (10)
 4523 Days after such notice, Contractor may request a hearing before the Agency's
 4524 governing body to produce additional evidence. Upon such request, the Agency shall
 4525 provide a hearing before the Agency governing body.
- 4526 F. **Hearing.** Based on evidence presented to it, including, that submitted by Contractor,
 4527 the Agency governing body may grant some, all, or none of the requested increase
 4528 in, or may reduce, Contractor's Compensation. In the event Agency denies
 4529 Contractor's requested increase in whole or in part, Contractor shall have the right to
 4530 present its claim to a court of competent jurisdiction.
- 4531 G. **Cost of Review.** Contractor shall bear all reasonable costs incurred by Agency
 4532 (including assistance provided to it by SBWMA) of a special review which it has
 4533 requested up to a maximum of ~~fifty-sixty~~ thousand dollars (\$~~5060~~,000). Costs of a
 4534 review requested by Contractor may not be included in Contractor's Compensation,
 4535 charged to Agency or Customers, nor included in the calculation used as rationale to
 4536 initiate a special compensation review.

4537 **11.06 COMPENSATION ADJUSTMENTS FOR CHANGES IN SCOPE OF SERVICES OR**
 4538 **SERVICE LEVELS**

4539 In the event the Agency directs a change in accordance with Section 15.12 ~~of this~~
 4540 ~~Agreement~~, an equitable adjustment in Contractor's Compensation will be made, effective
 4541 with the commencement of the change, to reflect increases or decreases, if any, in
 4542 Contractor's ~~costs~~Compensation. The adjustment in compensation will also reflect the
 4543 corresponding change in profit. The change in Contractor's Compensation will therefore

4544 consist of the sum of (i) the incremental change to costs, and (ii) profit adjustment at the
4545 allowed operating ratio of ninety and one-half percent (90.5%).

4546 Within forty-five (45) Days of a request by Agency to initiate a change in service,
4547 Contractor shall present a proposal to Agency containing a complete description of the
4548 following, if and to the extent applicable:

- 4549 1. Collection methodology to be employed.
- 4550 2. Equipment to be utilized (number of vehicles, types, capacity, age, etc.).
- 4551 3. Labor requirements (number of employees by classification).
- 4552 4. Type of Containers to be used.
- 4553 5. Description of program publicity/education/marketing materials to be developed.
- 4554 6. Estimated Tonnage to be diverted and the methodology for determining that diverted
4555 Tonnage.
- 4556 7. Anticipated impacts of the change, if any, on performance incentive and disincentive
4557 measures included in Attachment I.
- 4558 8. Description of end uses of Collected material.
- 4559 9. Three (3) year projection of the financial impact of the program's operations in a
4560 balance sheet and operating statement format including documentation of the key
4561 assumptions underlying the projections and the support for those assumptions, giving
4562 full effect to the savings or costs to existing services and the Rate impact to affected
4563 Customers.
- 4564 10. Monitoring tools and quantitative measures including: cost per Ton; annual diversion;
4565 and pre-implementation as well as expected post-implementation route information
4566 including cost per route and accounts or lifts per route per Day.

4567 11.07 RATE-SETTING PROCESS

4568 A. **General.** The Agency shall be solely responsible for establishing and adjusting Rates
4569 as described in this Article.

4570 B. **Annual Review Process.** The Rates shall be reviewed annually by Agency,
4571 commencing with Rate Year ~~One (2011)~~ **Eleven (2021)** and continuing through the
4572 remaining Term including any extension periods. The Agency shall adjust Rates as
4573 necessary to generate annual Gross Revenues Billed equal to Contractor's
4574 Compensation approved for the Rate Year and other approved Pass-Through Costs-
4575 (such as Disposal and processing costs and Agency fees).

4576 If Agency elects to set Rates that are below those recommended in the SBWMA
4577 report, (or delays acting to revise Rates such that the recommended Rates do not go
4578 into effect until after January 1), and the Revenue Reconciliation process conducted
4579 by SBWMA for that Rate Year demonstrates that Net Revenues Billed were less than
4580 the approved Contractor's Compensation contained in the SBWMA report, interest
4581 shall accrue on the difference. Interest shall apply (i) to fifty percent (50%) of the
4582 difference during the Rate Year in which the shortfall in revenue occurred, and (ii)
4583 one-hundred percent (100%) of the difference during the immediately following Rate
4584 Year. The interest rate applied to both years shall be the prime rate in effect when

SBWMA issued the report for that Rate Year plus one percent (1%). Interest payment arrangements shall be governed by the July 8, 2015 Memorandum of Understanding between Contractor and SBWMA, which is provided in Attachment S.

- C. **Rate Structure.** The Agency shall have the sole and exclusive right to change the relationship of individual Rates in comparison with other Rates and to allocate total ~~costs~~Contractor's Compensation among Service Sectors and Lines of Business. ~~However, Agency will not direct Contractor to charge Customers a Rate less than the cost for Contractor to provide Backyard Collection Service specified in Attachment Q without considering Contractor's written comments regarding the proposed change.~~ If a change in the Rates charged for Backyard Collection service or Curbside Collection service causes a Customer migration from one to the other which in turn increases or decreases Contractor's annual cost of operation ~~by two percent (2%), or more,~~ either Party may initiate a special compensation review as subject to conditions specified in Section 11.05.

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

- D. **Liquidated Damages.** Contractor shall pay Agency the amounts, if any, due for Liquidated Damages under Section 14.07 and Attachment J with submittal of its annual report to Agency pursuant to Section 9.07.
- E. **Performance Incentives and Disincentives.** Contractor shall submit an annual report on the Performance Incentives and Disincentives detailed in Attachment I with submittal of its quarterly and annual reports to Agency and SBWMA pursuant to Section 9.06 and Section 9.07. Contractor shall pay Agency or Agency shall pay Contractor the net amount, if any, due for Performance Incentives and Disincentives calculated pursuant to Section 11.07, Attachment I, and Attachment N.

Payment related to Performance Incentives and Disincentives are to be included in Contractor's Application, ~~with the exception of Disincentive assessments calculated quarterly pertaining to Contamination which are paid directly to the SBWMA,~~ and 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.

11.08 NOTICE OF RATE ADJUSTMENTS

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

11.09 POTENTIAL RATE CONSTRAINTS

- A. The parties recognize that, as of the date this Agreement is entered into, there is no authoritative judicial determination of whether Articles 13.C and 13.D of the California Constitution apply to rates and charges imposed by private enterprises for Solid

4628 Waste handling and Recycling services when those charges are regulated by a local
4629 government.

4630 Until such authoritative judicial guidance is available, the Agency intends to provide
4631 notice of proposed ~~Rate~~Rates or Charges increases, and an opportunity for public
4632 hearing and protest as required by Article 13.D. of the California Constitution. {Some
4633 Member Agencies may want to include these charges and others may not. Member
4634 Agencies to delete this sentence if it does not pertain to their Rate-setting practices.}

4635 B. The Agency will not be in default of this Agreement if (i) a majority protest prevents a
4636 proposed Rate increase from being adopted, (ii) a court rules that Rates adopted by
4637 the Agency are not consistent with Article 13.D, or (iii) an initiative reduces Rates from
4638 those in effect. After any such event, the Parties shall promptly meet and confer in
4639 good faith to consider modifications to service levels commensurate with the Rates
4640 that Contractor may legally charge.

4641

4642

ARTICLE 12
AGENCY RIGHT TO USE EQUIPMENT AND
FACILITIES

4643
 4644
 4645

4646 **12.01 PURPOSE**

4647 The Parties recognize (i) that frequent and continuous collection of Solid Waste, Targeted
 4648 Recyclable Materials, and Organic Materials is an essential public service and an
 4649 important element of public health in developed communities such as Agency, and (ii) that
 4650 even a temporary interruption in the Collection and transport services entrusted to
 4651 Contractor may threaten the public health and safety, as well as causing serious financial
 4652 harm to business operations in the Agency.

4653 The purpose of this Article is to provide the Agency the ability to respond to such threats
 4654 to the public health, safety, and welfare by making use of Contractor's Facilities and
 4655 equipment. This Article applies to any interruption of services, regardless of whether or
 4656 not Contractor's failure to perform is excused under Section 14.09.

4657 **12.02 CONDITIONS AUTHORIZING AGENCY'S RIGHT TO USE OF FACILITIES AND**
 4658 **EQUIPMENT**

4659 If Contractor, for any reason, fails, refuses or is unable to Collect Solid Waste, Targeted
 4660 Recyclable Materials, and Organic Materials at the times and in the manner required by
 4661 this Agreement, and transport them to the Designated Transfer and Processing Facility,
 4662 for more than two (2) Business Days, Agency may invoke this Article. Agency shall
 4663 provide Contractor written notice that it intends to consider invoking this Article at a public
 4664 meeting of its governing body, to be held two (2) or more Business Days from the date of
 4665 the notice.

4666 At the meeting, the governing body may invoke its rights under this Article if it determines
 4667 that there has been an interruption in Collection service and that such interruption may
 4668 continue, thereby threatening the public health, safety and welfare. If the governing body
 4669 makes that determination, it may also determine to exercise the Agency's right to (i)
 4670 perform Collection and transport services with its own personnel and/or those of other
 4671 Member Agencies which have invoked this right under their Franchise Agreements with
 4672 Contractor or authorize a third party to do so, and (ii) take possession of any of
 4673 Contractor's property, including vehicles and other equipment used or useful in providing
 4674 such services or in the Billing and collection of ~~fees~~Rates billed for such services
 4675 (collectively "Properties").

4676 **12.03 NOTICE TO CONTRACTOR**

4677 Agency shall deliver written notice to Contractor of its determination to exercise its right to
 4678 provide Collection services and to make use of Contractor's Properties to do so. Upon
 4679 receipt of the notice, Contractor shall immediately take all steps necessary to make
 4680 available to Agency any of its vehicles and equipment that are requested by Agency.
 4681 Contractor shall also cooperate in any other way requested by Agency to assist Agency
 4682 in providing Collection services on a temporary basis.

4683 **12.04 RIGHTS AND RESPONSIBILITIES OF PARTIES**

4684 Agency will be responsible for the proper use and operation of Contractor's Properties,
4685 including maintenance and repair of vehicles and equipment. Agency will defend,
4686 indemnify and hold Contractor harmless from claims by third parties that are due solely to
4687 Agency's negligence in operating Contractor's vehicles or equipment, and not due in whole
4688 or in part to defects in the design or manufacture of the vehicles or equipment or to
4689 Contractor's failure to maintain them in good and safe operating condition.

4690 If the interruption in service is excused under Section 14.09, Agency will pay Contractor
4691 one hundred dollars (\$100) per Business Day per vehicle, which will constitute full
4692 compensation for use of all Properties. If the interruption in service constitutes a breach
4693 of contract or default, no payment is required.

4694 Revenue received from Customers that is attributable to the period of time during which
4695 Agency provides temporary Collection service shall accrue to Agency rather than
4696 Contractor.

4697 Agency may delegate the use and operation of any or all of Contractor's Properties to a
4698 third party.

4699 If the interruption of Collection service is caused by a breach of contract or default by
4700 Contractor, Liquidated Damages and performance disincentives will continue to accrue
4701 until Contractor resumes the provision of Collection services in full compliance with the
4702 Agreement.

4703 **12.05 DURATION OF AGENCY'S RIGHT TO POSSESSION AND USE OF**
4704 **VEHICLES/EQUIPMENT**

4705 Agency may retain possession of Contractor's Properties and provide Collection services
4706 until the Contractor demonstrates to Agency's satisfaction that it is ready, willing, and able
4707 to resume providing such services, or one hundred eighty (180) Days from the notice given
4708 under Section 12.03, whichever occurs first.

4709 Agency has no obligation to exercise its rights under this Article or, having done so, to
4710 continue to provide Collection services. It may at any time, in its sole discretion, relinquish
4711 possession of Contractor's Properties to Contractor.

4712 Contractor's Properties shall be returned to Contractor in a condition substantially the
4713 same as that which existed at the time the Agency took possession of them, ordinary wear
4714 and tear excepted.

4715 **12.06 GENERAL**

4716 The Agency's exercise of its rights under this Article, (i) does not constitute taking or
4717 damaging of property for which compensation (other than as provided in this Article) must
4718 be paid, and (ii) does not exempt Contractor from its indemnity obligations under Article
4719 13, which are meant to extend to circumstances arising under this Article, provided that
4720 Contractor is not required to indemnify Agency against claims arising from the sole
4721 negligence of Agency's employees or agents in the operation and use of Contractor's
4722 Properties during the time the Agency has sole possession of them.

4723 The Agency's exercise of its rights under this Article does not limit its ability to seek any
4724 of the remedies available to it under Article 14.

4725 The Agency's rights under this Article do not preclude its permanent acquisition of
4726 Contractor's vehicles and equipment used in providing service to Agency through the
4727 exercise of eminent domain.
4728

ARTICLE 13
INDEMNITY, INSURANCE, BOND, GUARANTY

4729
4730

4731 **13.01 INDEMNIFICATION**

4732 Contractor shall indemnify, defend, and hold harmless Agency, its officers, employees and
4733 agents (collectively, the "Indemnitees"), from and against (i) any and all liability, penalty,
4734 claim, demand, action, proceeding, or suit, of any and every kind and description, whether
4735 judicial, quasi-judicial, or administrative in nature, (ii) any and all loss including, but not
4736 limited to, injury to and death of any person and damage to property, and (iii) contribution
4737 or indemnity demanded by third parties (collectively, the "Claims"), arising out of or
4738 occasioned in any way by, directly or indirectly, Contractor's performance of, or its failure
4739 to perform, its obligations under this Agreement. The foregoing indemnity shall not apply
4740 to the extent that a Claim is caused solely by the active negligence or intentional
4741 misconduct of the Indemnitees, but shall apply if the Claim is caused by the joint
4742 negligence of Contractor and other Persons, including an Indemnitee. Upon the
4743 occurrence of any Claim, Contractor shall defend (with attorneys reasonably acceptable
4744 to Agency) the Indemnitees. Contractor's duty to defend and indemnify shall survive the
4745 expiration or earlier termination of this Agreement.

4746 **13.02 INSURANCE**

4747 A. **Types and Amounts of Coverage.** Contractor shall procure from an insurance
4748 company or companies admitted or authorized to do business in the State of
4749 California, and shall maintain in force at all times during the Term, the following types
4750 and amounts of insurance:

4751 1. **Workers' Compensation and Employer's Liability.** Contractor shall maintain
4752 workers' compensation insurance covering its employees in statutory amounts and
4753 otherwise in compliance with the laws of the State of California. Contractor shall
4754 maintain employer's liability insurance in an amount not less than one million
4755 dollars (\$1,000,000) per accident or disease. Contractor shall not be obligated to
4756 carry workers compensation insurance if (i) it qualifies under California law and
4757 continuously complies with all statutory obligations to self-insure against such
4758 risks; (ii) furnishes a certificate of Permission to Self Insure issued by the
4759 Department of Industrial Relations; and (iii) furnishes updated certificates of
4760 Permission to Self Insure periodically to evidence continuous self insurance.

4761 2. **Comprehensive General Liability.** Contractor shall maintain comprehensive
4762 general liability insurance with a combined single limit of not less than ten million
4763 dollars (\$10,000,000) per occurrence covering all claims and all legal liability for
4764 personal injury, bodily injury, death, and property damage, including the loss of
4765 use thereof, arising out of, or occasioned in any way by, directly or indirectly,
4766 Contractor's performance of, or its failure to perform, services under this
4767 Agreement.

4768 The insurance required by this subsection shall include:

- 4769 (i) Premises Operations (including use of owned and non-owned
4770 equipment);
- 4771 (ii) Personal Injury Liability with employment exclusion deleted;

- 4772 (iii) Broad Form Blanket Contractual with no exclusions for bodily injury,
 4773 personal injury or property damage (including coverage for the indemnity
 4774 obligations contained herein);
- 4775 (iv) Owned, Non-Owned, and Hired Motor Vehicles;
- 4776 (v) Broad Form Property Damage.

4777 The comprehensive general liability insurance shall be written on an "occurrence"
 4778 basis (rather than a "claims made" basis) in a form at least as broad as the most
 4779 current version of the Insurance Service Office commercial general liability
 4780 occurrence policy form (CG0001). If occurrence coverage is not obtainable,
 4781 Contractor must arrange for "tail coverage" on a claims made policy to protect
 4782 Agency from claims filed within four (4) years after the expiration or earlier
 4783 termination of this Agreement relating to incidents that occurred prior to such
 4784 expiration or termination.

4785 3. Automobile Liability. Contractor shall maintain automobile liability insurance
 4786 covering all vehicles used in performing service under this Agreement with a
 4787 combined single limit of not less than ten million dollars (\$10,000,000) per
 4788 occurrence for bodily injury and property damage.

4789 4. Pollution (Environmental Impairment) Liability. Contractor shall maintain pollution
 4790 liability insurance coverage of not less than ten million dollars (\$10,000,000) per
 4791 occurrence covering claims for on-site, under-site, or off-site bodily injury and
 4792 property damage as a result of pollution conditions arising out of its operations
 4793 under this Agreement.

4794 B. Acceptability of Insureds. The insurance policies required by this section shall be
 4795 issued by an insurance company or companies admitted to do business in the State
 4796 of California, subject to the jurisdiction of the California Insurance Commissioner, and
 4797 with a rating in the most recent edition of Best's Insurance Reports of size category
 4798 XV or larger and a rating classification of A+ or better.

4799 C. Required Endorsements. Without limiting the generality of Sections 13.02.A and
 4800 13.02.B, the policies shall contain endorsements in substantially the following form:

4801 1. Workers' Compensation and Employers' Liability Policy.

4802 (a) "Thirty (30) Days prior written notice shall be given to the ~~City of Menlo~~
 4803 ~~Park~~ _____ {Insert Member Agency name} in the event of
 4804 cancellation or non-renewal of this policy." Such notice shall be sent to:

4805 ~~City of Menlo Park~~

4806 ~~701 Laurel Street~~

4807 ~~Menlo Park, CA 94025~~

4808 ~~Attention: Engineering Services Manager~~

4809 ~~{Insert Member Agency name, address, and title of contact~~
 4810 ~~person to receive insurance documents}~~

4811 (b) "Insurer waives all right of subrogation against the ~~City of Menlo Park~~{Insert
 4812 ~~Member Agency name}~~ and its officers and employees for injuries or
 4813 illnesses arising from work performed for the ~~City of Menlo Park.~~"{Insert
 4814 ~~Member Agency name}~~."

- 4815 2. Comprehensive General Liability Policy; Automobile Liability Policy; Pollution
4816 Liability Policy; and Hazardous Materials Policy.
- 4817 (a) “Thirty (30) Days prior written notice shall be given to the ~~City of Menlo~~
4818 ~~Park~~{Insert Member Agency name} in the event of cancellation, reduction of
4819 coverage, or non-renewal of this policy.” Such notice shall be sent to:
- 4820 ~~City of Menlo Park~~
4821 ~~701 Laurel Street~~
4822 ~~Menlo Park, CA 94025~~
4823 ~~Attention: Engineering Services Manager~~
- 4824 ~~{Insert Member Agency name, address, and title of contact~~
4825 ~~person to receive insurance documents}~~
- 4826 (b) “The ~~City of Menlo Park~~,{Insert Member Agency name}, its officers,
4827 employees, and agents are additional insureds on this policy.”
- 4828 (c) “This policy shall be considered primary insurance as respects any other valid
4829 and collectible insurance maintained by the ~~City of Menlo Park~~,{Insert Member
4830 ~~Agency name}~~, including any self-insured retention or program of self-
4831 insurance, and any other such insurance shall be considered excess
4832 insurance only.”
- 4833 (d) “Inclusion of the ~~City of Menlo Park~~{Insert Member Agency name} as an
4834 insured shall not affect the ~~City of Menlo Park’s~~{Insert Member Agency
4835 ~~name}~~’s rights as respects any claim, demand, suit or judgment brought or
4836 recovered against the Contractor. This policy shall protect Contractor and the
4837 ~~City of Menlo Park~~{Insert Member Agency name} in the same manner as
4838 though a separate policy had been issued to each, but this shall not operate
4839 to increase the company’s liability as set forth in the policy beyond the amount
4840 shown or to which the company would have been liable if only one party had
4841 been named as an insured.”
- 4842 D. **Deductibles and Self-Insured Retentions.** The liability policies described in
4843 Sections 13.02.A(2) and 13.02.A(3) may contain a deductible or self-insured retention
4844 not to exceed \$500,000 per occurrence. This amount may not be increased without
4845 Agency’s prior written consent.
- 4846 Contractor remains responsible for the payment of all losses and investigation, claim
4847 administration and defense expenses, including those of the Agency.
- 4848 E. **Delivery of Proof of Coverage.** No later than ninety (90) Days before the
4849 commencement of operations ~~which includes the Recycling Blitz~~, Contractor shall
4850 furnish Agency one or more certificates of insurance on a standard ACORD form
4851 substantiating that each of the coverages required hereunder is in force, in form and
4852 substance satisfactory to Agency. Such certificates shall show the type and amount
4853 of coverage, effective dates and dates of expiration of policies and shall be
4854 accompanied by all required endorsements. If Agency requests, copies of each
4855 policy, together with all endorsements, shall also be promptly delivered to Agency.
4856 Contractor shall furnish renewal certificates to Agency to demonstrate maintenance
4857 of the required coverages throughout the Term.
- 4858 F. **Other Insurance Requirements**

- 4859 1. In the event performance of any services is delegated to a Subcontractor,
 4860 Contractor shall require such subcontractor to provide statutory workers'
 4861 compensation insurance and employer's liability insurance for all of the
 4862 Subcontractor's employees engaged in the work. The liability insurance required
 4863 by ~~Subsection~~ Section 13.02.A-(2) and the automobile liability policy required by
 4864 ~~subsection~~ Section 13.02.A-(3) shall cover all Subcontractors or the
 4865 Subcontractor must furnish evidence of insurance provided by it meeting all of
 4866 the requirements of this Section 13.02.
- 4867 2. Contractor shall comply with all requirements of the insurers issuing policies.
 4868 The carrying of insurance shall not relieve Contractor from any obligation under
 4869 this Agreement, including those imposed by Section 13.01. If any claim is made
 4870 by any third Person against Contractor or any Subcontractor on account of any
 4871 occurrence related to this Agreement, other than claims by employees for work-
 4872 related incidents, Contractor shall promptly report the facts in writing to the
 4873 insurance carrier and to the Agency.
- 4874 3. If Contractor fails to procure and maintain any insurance required by this
 4875 Agreement, Agency may take out and maintain such insurance as it may deem
 4876 proper and may require Contractor to reimburse it for the cost incurred within
 4877 thirty (30) Days and/or deduct the cost from any monies due Contractor. Agency
 4878 may also treat the failure as a Contractor default.
- 4879 4. Agency is not responsible for payment of premiums for or deductibles under any
 4880 required insurance coverages.
- 4881 5. Any excess or umbrella policies shall be written on a "following form" basis.

4882 13.03 FAITHFUL PERFORMANCE BOND

4883 ~~On or before the Effective~~ Pursuant to the 2009 Franchise Agreement, Contractor shall
 4884 have a faithful performance bond in effect until December 31, 2020. On or before the
 4885 Commencement Date, Contractor shall file with Agency a bond securing the Contractor's
 4886 faithful performance of its obligations under this Agreement. The principal sum of the bond
 4887 shall be no less than ten percent (10%) of the amount of the ~~2011~~ Rate Year Ten (2020)
 4888 annual Revenue Requirement for Agency shown on Attachment N. The form of the bond
 4889 shall be as set out in Attachment F. The bond shall be executed as surety by a corporation
 4890 admitted to issue surety bonds in the State of California, regulated by the California
 4891 Insurance Commissioner, and with a financial condition and record of service satisfactory
 4892 to Agency.

4893 The term of the bond shall be twenty-four (24) months. The bond shall be extended, or
 4894 replaced by a new bond in the same principal sum (adjusted by the ~~percentage~~ Annual
 4895 Index Change in the ~~Consumer Price Index~~ CPI-U, which are defined in Attachment K), for
 4896 the same term (i.e., twenty-four (24) months) and in the same form, bi-annually thereafter.
 4897 Not less than ninety (90) Days before the expiration of the initial, or any subsequent, bond,
 4898 Contractor shall furnish either a replacement bond or a continuation certificate
 4899 substantially in the form attached as Attachment F, executed by the surety.

4900 It is the intention of this Section that there be in full force and effect at all times a bond
 4901 securing the Contractor's faithful performance of the Agreement, throughout its Term.

4902 For the purposes of this Section, the Consumer Price Index shall be “CPI-U” means the
 4903 All Urban Consumers Index (CPI-U) compiled and published by the U.S. Department of
 4904 Labor, Bureau of Labor Statistics or its successor agency, using the following parameters.

4905 CPI-U Parameters:

4906 Area – San Francisco-Oakland-San Jose Metropolitan Area

4907 Item – All Items

4908 Base Period – Current 1982-84=100

4909 Not seasonally adjusted

4910 Periodicity – Bi-monthly

4911 Series ID – cuura422sa0

4912 **13.04 ALTERNATIVE SECURITY**

4913 Agency may, in its sole discretion, allow Contractor to provide alternative security in the
 4914 amount set forth in Section 13.03, in the form of (a) a prepaid irrevocable standby letter of
 4915 credit in form and substance satisfactory to Agency, approved by the Agency's Attorney
 4916 and issued by a financial institution acceptable to Agency, or (b) a certificate of deposit in
 4917 the name of the Agency and in a form and with a term satisfactory to Agency, accompanied
 4918 by an agreement giving Agency the right to draw on the funds deposited satisfactory to
 4919 Agency and with a financial institution acceptable to Agency. Interest on the certificate of
 4920 deposit will be payable to Contractor.

4921 **13.05 HAZARDOUS WASTE INDEMNIFICATION**

4922 Contractor shall indemnify, defend, and hold harmless the Indemnitees against all claims,
 4923 of any kind whatsoever paid, incurred, or suffered by, or asserted against Indemnitees
 4924 arising from or attributable to any repair, cleanup or detoxification, or preparation and
 4925 implementation of any removal, remedial, response, closure, or other plan (regardless of
 4926 whether undertaken due to governmental action) concerning any Hazardous Wastes
 4927 released, spilled, or disposed of by Contractor pursuant to this Agreement. The foregoing
 4928 indemnity is intended to operate as an agreement pursuant to Section 107(e) of the
 4929 Comprehensive Environmental Response, Compensation and Liability Act, (“CERCLA”),
 4930 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to
 4931 defend, protect, hold harmless, and indemnify Indemnitees from liability and shall survive
 4932 the expiration or earlier termination of this Agreement. Notwithstanding the foregoing,
 4933 Contractor is not required to indemnify the Indemnitees against claims arising from
 4934 Contractor's delivery of Solid Waste, Recyclable Materials, and Organic Materials to the
 4935 Designated Transfer and Processing Facility, or their subsequent delivery to other
 4936 processing locations or the ultimate Disposal Site, unless such claims are due to
 4937 Contractor's negligence or willful misconduct.

4938 **13.06 CALIFORNIA INTEGRATED WASTE MANAGEMENT ACT INDEMNIFICATION**
 4939 **RELATED TO VARIOUS STATE REQUIREMENTS**

4940 Contractor agrees to indemnify and hold harmless the Indemnitees against all fines and/or
 4941 penalties imposed by the California ~~Integrated Waste Management Board~~
 4942 (CIWMB) Department of Resources Recycling and Recovery (CalRecycle) or the Local
 4943 Enforcement Agency (LEA) based on Contractor's failure to comply with laws, regulations,
 4944 or permits issued or enforced by ~~the CIWMB~~ CalRecycle or the LEA or caused or
 4945 contributed to by the Contractor's failure to perform obligations under this Agreement.

4946 This indemnity obligation is subject to the limitations and conditions in Public Resource
4947 Code Section 40059.1 but is enforceable to the maximum extent allowable by that Section.
4948 This indemnity shall survive the termination or earlier expiration of this Agreement. The
4949 indemnity shall pertain to the Act, AB 341, AB 901, AB 1826, AB 1594, SB 1016, SB 1383,
4950 and other laws, regulations, or permits issued or enforced by the CalRecycle or the LEA.

4951 **13.07 GUARANTY**

4952 Concurrently with execution of ~~this~~the 2009 Franchise Agreement, Contractor ~~shall~~
4953 ~~furnish~~furnished a Guaranty of its performance ~~under this Agreement, thereunder,~~ in the
4954 form of Attachment G, properly executed by Recology Inc., a California corporation ~~which~~
4955 ~~owns.~~ Said Guaranty by its terms applies to any amendment to the 2009 Franchise
4956 Agreement, including this Agreement. Recology Inc. then owned and as of the date hereof
4957 continues to own all of the ~~issues~~issued and outstanding common stock of Contractor.

4958

ARTICLE 14
DEFAULT AND REMEDIES

4959
4960

4961 **14.01 EVENTS OF DEFAULT.**

4962 Each of the following shall constitute an event of default ("Contractor default"):

- 4963 A. Contractor fails to perform its obligations under Article 5, 6, or 7 of this Agreement
4964 and its failure to perform is not cured within ten (10) Business Days after written notice
4965 from Agency.
- 4966 B. Contractor fails to perform its obligations under any other Article of this Agreement
4967 and its failure to perform is not cured within ten (10) Days after written notice from
4968 Agency, provided that if the nature of the failure is such that it will reasonably require
4969 more than ten (10) Days to cure, Contractor shall not be in default so long as it
4970 promptly commences the cure and diligently proceeds to completion of the cure, and
4971 provided further that neither notice nor opportunity to cure applies to events described
4972 in subsections C through H.
- 4973 C. Contractor ceases to provide Collection and transportation services for a period of
4974 two (2) Business Days for any reason within the Contractor's control, including labor
4975 unrest such as strike, work stoppage or slowdown, sickout, picketing, or other
4976 concerted job action by Contractor's employees.
- 4977 D. Contractor files a voluntary petition for relief under any bankruptcy, insolvency, or
4978 similar law.
- 4979 E. An involuntary petition is brought against Contractor under any bankruptcy,
4980 insolvency, or similar law which remains un-dismissed or un-stayed for ninety (90)
4981 Days.
- 4982 F. Contractor fails to furnish a replacement bond or a continuation certificate of the
4983 existing bond not less than ten (10) Days before expiration of the performance bond,
4984 as required by Section 13.03 or fails to maintain all required insurance coverage in
4985 force.
- 4986 G. Contractor fails to provide reasonable assurance of performance when required
4987 under Section 14.10.
- 4988 H. A representation or warranty contained in Article 2 proves to be false or misleading
4989 in a material respect as of the date such representation or warranty was made.

4990 **14.02 RIGHT TO SUSPEND OR TERMINATE UPON DEFAULT.**

- 4991 A. Upon any Contractor default, Agency may terminate this Agreement or suspend it, in
4992 whole or in part. Such suspension or termination shall be effective thirty (30) Days
4993 after Agency has given notice of suspension or termination to Contractor, except that
4994 such notice may be effective in a shorter period of time, or immediately, if the
4995 Contractor default is one which endangers the health, welfare, or safety of the public,
4996 such as the failure to Collect Solid Waste, Recyclable Materials, or Organic Materials
4997 for the period of time specified in Section 14.01.C. Notice may be given orally in
4998 person or by telephone to the representative of Contractor designated in or under
4999 Section 15.10 (or, if he/she is unavailable, to a responsible employee of Contractor)

5000 and shall be effective immediately. Written confirmation of such oral notice of
 5001 suspension or termination shall be sent by personal delivery, facsimile, or other
 5002 expedited means of delivery to Contractor within twenty-four (24) hours of the oral
 5003 notification at the address shown in Section 15.09. Contractor shall continue to
 5004 perform the portions of the Agreement, if any, not suspended, in full conformity with its
 5005 terms.

5006 B. Agency may also suspend or terminate this Agreement, upon the same notice
 5007 provisions, if Contractor's ability to perform is prevented or materially interfered with
 5008 by a cause which excuses nonperformance under Section 14.09, despite the fact that
 5009 nonperformance in such a case is neither a breach nor a Contractor default.

5010 **14.03 SPECIFIC PERFORMANCE**

5011 By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-
 5012 quality service, the lead time required to effect alternative service, and the rights granted
 5013 by Agency to Contractor, the remedy of damages for a breach hereof by Contractor is
 5014 inadequate and Agency shall be entitled to injunctive relief.

5015 **14.04 RIGHT TO PERFORM; USE OF CONTRACTOR PROPERTY**

5016 If this Agreement is suspended and/or terminated due to a Contractor default, Agency
 5017 shall have the right to perform, by contract, in conjunction with other Member Agencies,
 5018 or otherwise, the work herein or such part thereof as it may deem necessary. In the event
 5019 of Contractor's default, Agency shall have the right to use any of Contractor's equipment,
 5020 Facilities, and other property reasonably necessary for the provision of services hereunder
 5021 and for the Billing and collection of fees Rates and Charges billed for those services, upon
 5022 the terms provided in Article 12. Agency shall have the right to continue use of such
 5023 property until other suitable arrangements can be made for the provision of such services,
 5024 which may include the award of a contract to another service provider.

5025 **14.05 DAMAGES**

5026 Contractor shall be liable to Agency for all direct, indirect, special, and consequential
 5027 damages arising out of Contractor's default. This Section is intended to be declarative of
 5028 existing California law.

5029 **14.06 AGENCY'S REMEDIES CUMULATIVE**

5030 Agency's rights to suspend or terminate the Agreement under Section 14.02, to obtain
 5031 specific performance under Section 14.03, and to perform under Section 14.04 are not
 5032 exclusive, and Agency's exercise of one such right shall not constitute an election of
 5033 remedies. Instead, they shall be in addition to any and all other legal and equitable rights
 5034 and remedies that Agency may have, including a legal action for damages under Section
 5035 14.05 or imposition of Liquidated Damages under Section 14.07.

5036 **14.07 LIQUIDATED DAMAGES**

5037 The Parties acknowledge that consistent, courteous, and efficient Collection of Solid
 5038 Waste, Targeted Recyclable Materials, and Organic Materials is of utmost importance and
 5039 Agency has considered and relied on Contractor's representations as to its quality of
 5040 service commitment in entering into this Agreement. The Parties further recognize that
 5041 quantified standards of performance are necessary and appropriate to ensure consistent

5042 and reliable service. The Parties further recognize that if Contractor fails to achieve the
 5043 performance standards, Agency and its residents will suffer damages and that it is and will
 5044 be impracticable and extremely difficult to ascertain and determine the exact amount of
 5045 damages that Agency will suffer. Therefore, the Parties agree that the Liquidated Damage
 5046 amounts listed ~~on~~ in Attachment J and the Performance Disincentive amounts listed in
 5047 Attachment I represent a reasonable estimate of the amount of such damages considering
 5048 all of the circumstances existing on the date of this Agreement, including the relationship
 5049 of the sums to the range of harm to Agency that reasonably could be anticipated and
 5050 recognition that proof of actual damages would be costly or inconvenient. By initialing the
 5051 places provided, each Party specifically confirms the accuracy of the statements made
 5052 above and the fact that each Party had ample opportunity to consult with legal counsel
 5053 and obtain an explanation of this liquidated damage provision at the time that this
 5054 Agreement was made.

5055 Contractor Initial Here: _____ Agency Initial Here: _____

5056 Contractor agrees to pay (as liquidated damages and not as a penalty) the amount set
 5057 forth in ~~Attachment~~ Attachments J and I.

5058 In addition to considering the reports submitted by Contractor pursuant to Article 9, Agency
 5059 may determine the occurrence of events giving rise to Liquidated Damages or
 5060 Performance Disincentives through the observation of its own employees or agents,
 5061 through discussions with Customers, and through investigation of Customer Complaints
 5062 made directly to Agency. Prior to assessing Liquidated Damages or Performance
 5063 Disincentives based on such observations or investigations, Agency shall give Contractor
 5064 notice of its intention to do so. The notice will include a brief description of the
 5065 incident(s)/non-performance. Contractor may review (and make copies at its own
 5066 expense) all non-confidential information in the possession of Agency relating to
 5067 incident(s)/non-performance. Contractor may, within ten (10) Days after receiving the
 5068 notice, request a meeting with Agency's Manager or his or her designee. Contractor may
 5069 present evidence in writing and through testimony of its employees and others relevant to
 5070 the incident(s)/non-performance. Agency's Manager or his or her designee will provide
 5071 Contractor with a written explanation of his or her determination on each incident(s)/non-
 5072 performance prior to authorizing the assessment of Liquidated Damages ~~or Performance~~
 5073 Disincentives. The decision of Agency's Manager or his or her designee shall be final.

5074 Agency's right to recover Liquidated Damages for Contractor's failure to meet the service
 5075 performance standards shall not preclude Agency from obtaining equitable relief for
 5076 persistent failures to meet such standards nor from terminating the Agreement for such
 5077 persistent failures.

5078 **14.08 AGENCY DEFAULT**

5079 Agency shall be in default under this Agreement ("Agency default") in the event Agency
 5080 commits a material breach of the Agreement and fails to cure such breach within thirty
 5081 (30) Days after receiving notice from the Contractor specifying the breach, provided that
 5082 if the nature of the breach is such that it will reasonably require more than thirty (30) Days
 5083 to cure, Agency shall not be in default so long as Agency promptly commences the cure
 5084 and diligently proceeds to completion of the cure.

5085 In the event of an asserted Agency default, Contractor shall continue to perform all of its
 5086 obligations hereunder until a court of competent jurisdiction has issued a final judgment
 5087 declaring that Agency is in default.

5088 **14.09 EXCUSE FROM PERFORMANCE**

5089 A. **Force Majeure.** Neither Party shall be in default of its obligations under this
 5090 Agreement in the event, and for so long as, it is impossible or extremely impracticable
 5091 for it to perform its obligations due to an “act of God” (including, but not limited to,
 5092 flood, earthquake, or other catastrophic events), war, insurrection, riot, labor unrest
 5093 of other than the Party’s employees (including strike, work stoppage, slowdown, sick
 5094 out, picketing, or other concerted job action), or other similar cause not the fault of,
 5095 and beyond the reasonable control of, the Party claiming excuse. A Party claiming
 5096 excuse under this Section must (i) have taken reasonable precautions, if possible, to
 5097 avoid being affected by the cause, and (ii) notify the other Party in writing as provided
 5098 in Subsection C.

5099 B. **Obligation to Restore Ability to Perform.** Any suspension of performance by a
 5100 Party pursuant to this Section shall be only to the extent, and for a period of no longer
 5101 duration than, required by the nature of the event, and the Party claiming excuse shall
 5102 use its best efforts to remedy its inability to perform as quickly as possible and to
 5103 mitigate damages that may occur as result of the event.

5104 C. **Notice.** The Party claiming excuse shall deliver to the other Party a written notice of
 5105 intent to claim excuse from performance under this Agreement by reason of an event
 5106 of Force Majeure. Notice required by this Section shall be given promptly in light of
 5107 the circumstances, but in any event not later than five (5) Days after the occurrence
 5108 of the event of Force Majeure. Such notice shall describe in detail the event of Force
 5109 Majeure claimed, the services impacted by the claimed event of Force Majeure, the
 5110 expected length of time that the Party expects to be prevented from performing, the
 5111 steps which the Party intends to take to restore its ability to perform, and such other
 5112 information as the other Party reasonably requests.

5113 D. **Agency's Rights in the Event of Force Majeure.** The partial or complete
 5114 interruption or discontinuance of Contractor’s services caused by an event of Force
 5115 Majeure shall not constitute a Contractor default. Notwithstanding the foregoing: (i)
 5116 Agency shall have the right to make use of Contractor’s Facilities and equipment in
 5117 accordance with Article 12 in the event of non-performance excused by Force
 5118 Majeure; (ii) if Contractor’s failure to perform by reason of Force Majeure continues
 5119 for a period of thirty (30) Days or more, Agency shall have the right to immediately
 5120 terminate this Agreement; (iii) if Contractor is unable to Collect and transport Solid
 5121 Waste as required by this Agreement for a period of two (2) or more consecutive
 5122 Business Days or for any three (3) Business Days in a seven (7) Day period as a
 5123 result of Force Majeure, Agency shall have the right to make use of Contractor’s
 5124 ~~property~~ **Facilities and equipment** in accordance with Article 12, and (iv) if Contractor’s
 5125 inability to Collect and transport Solid Waste continues for two (2) Days or more from
 5126 the date by which Contractor gave or should have given notice under Subsection C,
 5127 Agency may terminate this Agreement.

5128 **14.10 ASSURANCE OF PERFORMANCE**

5129 If Contractor (i) persistently suffers the imposition of Liquidated Damages under Section
 5130 14.07; (ii) is the subject of any labor unrest including work stoppage or slowdown, sickout,
 5131 picketing, or other concerted job action; (iii) appears in the reasonable judgment of Agency

5132 to be unable to regularly pay its bills as they become due; (iv) is the subject of a civil or
5133 criminal proceeding brought by a federal, State, regional, or local agency for violation of
5134 an Environmental Law in the performance of this Agreement, or (v) performs in a manner
5135 that causes Agency to be uncertain about Contractor's ability and intention to comply with
5136 this Agreement, Agency may, at its option and in addition to all other remedies it may
5137 have, demand from Contractor reasonable assurances of timely and proper performance
5138 of this Agreement, in such form and substance as Agency may require.

5139

5140
5141

ARTICLE 15 OTHER AGREEMENTS OF THE PARTIES

5142 **15.01 RELATIONSHIP OF PARTIES**

5143 The Parties intend that Contractor shall perform the services required by this Agreement
5144 as an independent contractor engaged by Agency and not as an officer or employee of
5145 Agency nor as a partner of or joint venturer with Agency. No employee or agent of
5146 Contractor shall be deemed to be an employee or agent of Agency. Except as expressly
5147 provided herein, Contractor shall have the exclusive control over the manner and means
5148 of conducting the services performed under this Agreement, and over all Persons
5149 performing such services. Contractor shall be solely responsible for the acts and
5150 omissions of its officers, employees, Subcontractors, and agents. Neither Contractor nor
5151 its officers, employees, Subcontractors, and agents shall obtain any rights to retirement
5152 benefits, workers' compensation benefits, or any other benefits which accrue to Agency
5153 employees by virtue of their employment with Agency.

5154 **15.02 COMPLIANCE WITH LAW**

5155 In providing the services required under this Agreement, Contractor shall at all times
5156 comply with all Applicable Laws of the United States, the State and Agency, with all
5157 applicable ordinances, regulations promulgated by federal, state, regional, or local
5158 administrative and regulatory agencies, and by Agency, now in force and as they may be
5159 enacted, issued, or amended during the Term, and with all permits affecting the services
5160 to be provided.

5161 **15.03 ASSIGNMENT**

5162 Contractor acknowledges that this Agreement involves rendering a vital service to
5163 Agency's residents and businesses, and that Agency has selected Contractor to perform
5164 the services specified herein based on (i) Contractor's experience, skill, and reputation for
5165 conducting its operations in a safe, effective, and responsible fashion, and (ii) Contractor's
5166 and the Guarantor's financial resources to maintain the required equipment and to support
5167 its indemnity obligations to Agency under this Agreement. Agency has relied on each of
5168 these factors, among others, in choosing Contractor to perform the services to be
5169 rendered by Contractor under this Agreement.

5170 A. **Agency Consent Required.** Contractor shall not assign its rights or delegate or
5171 otherwise transfer its obligations under this Agreement to any other Person without
5172 the prior written consent of Agency. Any such assignment made without the consent
5173 of Agency shall be void and the attempted assignment shall constitute a Contractor
5174 default.

5175 B. **Assignment Defined.** For the purpose of this Section, "assignment" shall include,
5176 but not be limited to, (i) a sale, exchange, or other transfer to a third party of
5177 substantially all of Contractor's assets dedicated to service under this Agreement; (ii)
5178 a sale, exchange, or other transfer of outstanding common stock of Contractor to a
5179 Person who is not a shareholder as of the Effective Date which results in a change in
5180 control of Contractor; (iii) any dissolution, reorganization, consolidation, merger, re-
5181 capitalization, stock issuance or reissuance, voting trust, pooling agreement, escrow
5182 arrangement, liquidation, or other transaction which results in a change of ownership

5183 or control of Contractor; (iv) any assignment by operation of law, including insolvency
5184 or bankruptcy, an assignment for the benefit of creditors, a writ of attachment for an
5185 execution being levied against this Agreement, appointment of a receiver taking
5186 possession of Contractor's property, or transfer occurring in the event of a probate
5187 proceeding; and (v) any combination of the foregoing (whether or not in related or
5188 contemporaneous transactions) which has the effect of any such transfer or change
5189 of ownership, or change of control of Contractor.

5190 C. **Consent Requirements.** If Contractor requests Agency's consideration of and
5191 consent to an assignment, Agency may deny or approve such request in its complete
5192 discretion. No request by Contractor for consent to an assignment need be
5193 considered by Agency unless and until Contractor has met the following
5194 requirements:

5195 1. Contractor shall pay Agency its reasonable expenses for attorneys' fees and
5196 investigation costs necessary to investigate the suitability of any proposed
5197 assignee, and to review and finalize any documentation required as a condition for
5198 approving any such assignment;

5199 2. Contractor shall furnish Agency with audited financial statements of the proposed
5200 assignee's operations for the immediately preceding three (3) operating years;

5201 3. Contractor shall furnish Agency with satisfactory proof: (i) that the proposed
5202 assignee has at least ten (10) years of Solid Waste/Recycling management
5203 experience on a scale equal to or exceeding the scale of operations conducted by
5204 Contractor under this Agreement; (ii) that in the last five (5) years, the proposed
5205 assignee has not been the subject of any administrative or judicial proceedings
5206 initiated by a federal, State, or local agency having jurisdiction over its operations
5207 due to an alleged failure to comply with federal, State, or local laws or that the
5208 proposed assignee has provided Agency with a complete list of such proceedings
5209 and their status; (iii) that the proposed assignee conducts its operations in a safe
5210 and environmentally conscientious manner, in accordance with sound Solid Waste
5211 management practices in full compliance with all federal, State, and local laws
5212 regulating the Collection and Disposal of Solid Waste and all Environmental Laws;
5213 and (iv) of any other information required by Agency to ensure the proposed
5214 assignee can fulfill the terms of this Agreement in a timely, safe, and effective
5215 manner.

5216 D. **No Obligation to Consider.** Agency will not be obligated to consider a proposed
5217 assignment if Contractor is in default.

5218 **15.04 SUBCONTRACTING**

5219 ~~Contractor shall not engage any Subcontractors to perform any of the services required~~
5220 ~~of it by Articles 5 or 6 of this Agreement without the prior written consent of Agency.~~
5221 ~~Contractor shall notify Agency no later than ninety (90) Days prior to the date on which it~~
5222 ~~proposes to enter into a subcontract. Agency may approve or deny any such request at~~
5223 ~~its sole discretion. Parties agree as that of the Effective Date, Contractor shall contract~~
5224 ~~with a consultant at its sole expense, approved by Agency and SBWMA, for a minimum~~
5225 ~~sum of \$50,000 to provide additional outreach, diversion training, Organic Materials~~
5226 ~~collection program training, monitoring, and education to Multi-Family Dwelling and~~
5227 ~~Commercial Customers during Rate Year One (2011).~~

5228 **15.05 AFFILIATED ENTITY**

5229 Contractor will not form or use any Affiliate to perform any of the services or activities
5230 which Contractor is required or allowed to perform under this Agreement, other than as a
5231 Subcontractor approved by Agency under Section 15.04.

5232 If Contractor enters into any financial transactions with an Affiliate for the provision of labor,
5233 equipment, supplies, services, or capital related to the furnishing of service under this
5234 Agreement, that relationship shall be disclosed to Agency, and in the financial reports
5235 submitted to Agency. In such event, Agency's rights to inspect records and obtain financial
5236 data shall extend to records and data of such Affiliate that are relevant to those specific
5237 financial transactions.

5238 **15.0605 CONTRACTOR'S INVESTIGATION**

5239 Contractor has made an independent investigation, satisfactory to it, of the conditions and
5240 circumstances surrounding the Agreement and the work to be performed by it. ~~Contractor~~
5241 ~~has carefully reviewed the information in the Request for Proposals, and Addenda if any.~~
5242 Contractor has had the opportunity to inspect the Designated Transfer and Processing
5243 Facility and to review the permits governing its operation, as well as the Source Reduction
5244 and Recycling Element adopted by Agency- as required by the Act. Contractor has taken
5245 such matters into consideration in agreeing to provide the services required by, for the
5246 compensation to be provided under, this Agreement.

5247 **15.06 RESERVED**

5248 ~~**15.07 NO WARRANTY BY AGENCY**~~

5249 ~~While Agency believes that the information contained in the Request for Proposals is~~
5250 ~~substantially correct, Agency makes no warranties in connection with this Agreement,~~
5251 ~~including but not limited to the accuracy or completeness of the information contained in~~
5252 ~~the Request for Proposals.~~

5253 **15.08 CONDEMNATION**

5254 Agency reserves the rights to acquire the Contractor's property utilized in the performance
5255 of this Agreement through the exercise of eminent domain.

5256 **15.0908 NOTICE**

5257 All notices, demands, requests, proposals, approvals, consents, and other
5258 communications which this Agreement requires, authorizes or contemplates shall, except
5259 as provided in Article 14, be in writing and shall either be personally delivered to a
5260 representative of the Parties at the address below or be deposited in the United States
5261 mail, first class postage prepaid, addressed as follows:

If to Agency:

~~_____ City of Menlo Park~~
~~_____ 701 Laurel Street~~
~~_____ Menlo Park, CA 94025~~
~~_____ Attention: Engineering Services Manager~~
{Insert Member Agency name, address, and title of contact person
to receive insurance documents}

5271 If to Contractor:
5272 ~~Mr. Mario Puccinelli~~, General Manager
5273 Recology San Mateo County
5274 225 Shoreway Rd.
5275 San Carlos, CA 94070

5276
5277 The address to which communications may be delivered may be changed from time to
5278 time by a notice given in accordance with this Section.

5279 Contact information for Contractor’s General Manager is as follows:

5280 ~~Mr. Mario Puccinelli~~, General Manager
5281 Recology San Mateo County
5282 225 Shoreway Rd.
5283 San Carlos, CA 94070

5284 Contact information for Contractor’s Environmental Technician is as follows:

5285 ~~Mr. Christopher Gibson~~, Environmental Technician
5286 Recology San Mateo County
5287 225 Shoreway Rd.
5288 San Carlos, CA 94070

5289 Contractor shall promptly provide Agency the name and contact information for the above
5290 employees if there is a change during the Term.

5291 **15.1009 REPRESENTATIVES OF THE PARTIES.**

5292 A. **Representatives of Agency.** References in this Agreement to “Agency” shall mean
5293 the City and all actions to be taken by Agency shall be taken by the City Council
5294 ~~{Member Agencies to insert Board of Supervisors or Board of Directors, if applicable}~~
5295 except as provided below. The City Council may delegate authority to the City
5296 Manager, and/or to other Agency officials and may permit such officials, in turn, to
5297 delegate in writing some or all of such authority to subordinate officers. Contractor
5298 may rely upon actions taken by such delegates if they are within the scope of the
5299 authority properly delegated to them.

5300 B. **Representative of Contractor.** Contractor shall, by the ~~Effective Commencement~~
5301 Date, designate in writing a responsible officer who shall serve as the representative
5302 of Contractor in all matters related to the Agreement and shall inform Agency in writing
5303 of such designation and of any limitations upon his or her authority to bind Contractor.
5304 Agency may rely upon action taken by such designated representative as actions of
5305 Contractor unless they are outside the scope of the authority delegated to him/her by
5306 Contractor as communicated to Agency.

5307 **15.1110 DUTY OF CONTRACTOR NOT TO DISCRIMINATE**

5308 In the performance of this Agreement Contractor shall not discriminate, nor permit any
5309 subcontractor to discriminate, against any employee, applicant for employment, or
5310 Customer on account of race, color, national origin, ancestry, religion, sex, age, physical
5311 disability, medical condition, sexual orientation, marital status, or other characteristic, in
5312 violation of any Applicable Law ~~or County Ordinances. Contractor will comply will County~~

5313 of San Mateo Equal Benefits Ordinance and Jury Service Ordinances as stated in
5314 Attachment R. {If Member Agency has some specific requirements to identify, specify
5315 here.}

5316 =

5317 **15.1211 RESERVED**

5318 **15.12 RIGHT OF AGENCY TO MAKE CHANGES IN SERVICES AND SERVICE LEVELS**

5319 A. Agency may, without amending this Agreement, direct Contractor to cease
5320 performing one or more types of service described in Articles 5 or 6, or may direct
5321 Contractor to modify the scope of one or more such services, may direct Contractor
5322 to perform additional Solid Waste, Targeted Recyclable Materials, Organic
5323 Materials, Used Motor Oil, Used Motor Oil Filters, Household Batteries and Cell
5324 Phones or Plant Materials handling services, or may otherwise direct Contractor to
5325 modify its performance under any other Section of this Agreement. In addition,
5326 SBWMA may, without amendment of this Agreement, direct a change in the number
5327 of Waste Zero Specialists as provided in Section 7.04.A, or a change in Other
5328 Services as provided in Section 7.13. Contractor shall promptly and cooperatively
5329 comply with such direction.

5330 B. If such changes cause an increase or decrease in the cost of performing the
5331 services, an equitable adjustment in the Contractor's Compensation shall be made
5332 pursuant to ArticleSection 11.06. Contractor will continue to perform the new or
5333 changed service while the appropriate adjustment in Contractor's Compensation is
5334 being determined.

5335 C. The Agency shall have the right to terminate a program if, in its discretion, the
5336 Contractor is not cost-effectively achieving the program's goals and objectives.
5337 Thereafter, the Agency may utilize a third party to perform these services if the
5338 Agency reasonably believes the third party can improve on Contractor's
5339 performance and cost effectiveness. Notwithstanding these changes, Contractor
5340 shall continue the program during the meet and confer period and, thereafter, until
5341 the third party takes over the program. This subsection C applies to programs
5342 initiated at Agency's direction after the Commencement Date that are beyond the
5343 basic scope of services described in Section 4.01.A.

5344 **15.1312 TRANSITION TO NEXT SERVICE PROVIDER**

5345 At the expiration of the Term or the earlier termination of the Agreement, or upon Agency's
5346 approval of a proposed assignment, Contractor shall cooperate fully with Agency to ensure
5347 an orderly transition to any and all new service providers. Contractor shall provide, within
5348 ten (10) Days of a written request by Agency, then-current route lists, which identify each
5349 Customer on the route, its service level (number of Containers, Container sizes, frequency
5350 of Collection, scheduled Collection day), any special Collection notes, and detailed then-
5351 current Customer account and Billing information. Contractor may, but is not required to,
5352 sell Collection vehicles and Containers to the next service provider.

5353 Contractor shall upon Agency request, at least one-hundred-eighty (180) Days prior to the
5354 transition of services, attend meetings with the next service provider and with Agency and
5355 SBWMA staff and consultants to plan the recovery of Contractor's Containers and
5356 placement of the new Containers. Contractor shall perform in accordance with such plan

5357 and direct route supervisors to provide "ride-alongs" so that the new service provider's
5358 employees may ride with drivers in Collection vehicles during Collection operations.
5359 Contractor ~~will~~shall direct its drivers and other employees to provide accurate information
5360 to the new provider about routing and Customers.

5361 **15.14~~13~~ REPORTS AS PUBLIC RECORDS**

5362 The reports, records, and other information submitted or required to be submitted by
5363 Contractor to Agency (and documents copied pursuant to Section 9.02) are public records
5364 within the meaning of that term in the California Public Records Act, Government Code
5365 Section 6250 *et seq.* Unless a particular record is exempted from disclosure by the
5366 California Public Records Act, it must be disclosed to the public by Agency upon request.

5367 Contractor will not object to Agency making available to the public any information
5368 submitted by the Contractor, or required to be submitted in connection with the
5369 Contractor's Compensation, including but not limited to records described in Article 11.

5370

5371
5372

ARTICLE 16 MISCELLANEOUS PROVISIONS

5373 **16.01 GOVERNING LAW**

5374 This Agreement shall be governed by, and construed and enforced in accordance with,
5375 the laws of the State of California.

5376 **16.02 JURISDICTION**

5377 Any lawsuits between the Parties arising out of this Agreement shall be brought and
5378 concluded in the courts of the State of California, which shall have exclusive jurisdiction
5379 over such lawsuits. With respect to venue, the Parties agree that this Agreement is made
5380 in and will be performed in San Mateo County.

5381 **16.03 BINDING ON SUCCESSORS**

5382 The provisions of this Agreement shall inure to the benefit of and be binding on the
5383 successors and permitted assigns of the Parties.

5384 **16.04 PARTIES IN INTEREST**

5385 Nothing in this Agreement is intended to confer any rights on any Persons other than the
5386 Parties to it and their permitted successors and assigns.

5387 **16.05 WAIVER**

5388 The waiver by either Party of any breach or violation of any provisions of this Agreement
5389 shall not be deemed to be a waiver of any breach or violation of any other provision nor of
5390 any subsequent breach or violation of the same or any other provision.

5391 **16.06 ATTACHMENTS**

5392 Each of the attachments, identified as Attachments "A" through "RS," is attached hereto
5393 and incorporated herein and made a part hereof by this reference.

5394 **16.07 ENTIRE AGREEMENT**

5395 This Agreement, including the attachments, represents the full and entire agreement
5396 between the Parties with respect to the matters covered herein and supersedes all prior
5397 negotiations and agreements, either written or oral.

5398 **16.08 SECTION HEADINGS**

5399 The article headings and section headings in this Agreement are for convenience of
5400 reference only and are not intended to be used in the construction of this Agreement nor
5401 to alter or affect any of its provisions.

5402 **16.09 INTERPRETATION**

5403 This Agreement shall be interpreted and construed reasonably and neither for nor against
5404 either Party, regardless of the degree to which either Party participated in its drafting.

5405 **16.10 AMENDMENT**

5406 This Agreement may not be modified or amended in any respect except by a writing signed
5407 by the Parties.

5408 **16.11 SEVERABILITY**

5409 If a court of competent jurisdiction holds any non-material provision of this Agreement to
5410 be invalid and unenforceable, the invalidity or unenforceability of such provision shall not
5411 affect any of the remaining provisions of this Agreement which shall be enforced as if such
5412 invalid or unenforceable provision had not been contained herein.

5413 **16.12 COSTS AND ATTORNEYS' FEES**

5414 The prevailing Party in any action brought to enforce the terms of this Agreement or arising
5415 out of this Agreement may recover its reasonable costs expended in connection with such
5416 an action from the other Party. ~~However, each Party shall bear its own attorneys' fees.~~

5417 **16.13 NO DAMAGES FOR INVALIDATION OF AGREEMENT**

5418 If a final judgment of a court of competent jurisdiction determines that this Agreement is
5419 illegal or was unlawfully entered into by Agency, neither Party shall have any claim against
5420 the other for damages of any kind (including but not limited to loss of profits) on any theory.

5421 **16.14 REFERENCES TO LAWS**

5422 All references in this Agreement to laws and regulations shall be understood to include
5423 such laws and regulations as they may be subsequently amended or recodified, unless
5424 otherwise specifically provided. In addition, references to specific governmental agencies
5425 shall be understood to include agencies that succeed to or assume the functions they are
5426 currently performing.

5427 **16.15 INDEMNITY AGAINST CHALLENGES TO AGREEMENT**

5428 Contractor shall indemnify, defend, and hold harmless SBWMA, Agency, and its and their
5429 officers, employees, and agents (collectively, the "Indemnitees") from and against any and
5430 all liability, claim, demand, action, proceeding, or suit of any and every kind and description
5431 brought by a third party challenging the process by which proposals were solicited and
5432 evaluated, or this Agreement was negotiated or awarded to the extent that such liability,
5433 claim, demand, action, proceeding, or suit was caused by Contractor's failure to comply
5434 with Applicable Law or the instructions of any indemnitee with respect to such process.

5435 **16.16 DISPUTE RESOLUTION**

5436 Should any dispute between the Parties arise out of this Agreement and should the Parties
5437 be unable to resolve the issue, the Parties shall, at the written request of either Party, meet
5438 in mediation and attempt to reach a resolution with the assistance of a mutually acceptable
5439 mediator. Neither Party shall be permitted to file legal action without first meeting in
5440 mediation and making a good faith attempt to reach a mediated resolution, provided that
5441 this limitation shall not apply to a Party if the other Party fails to comply with this section.
5442 The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated
5443 settlement is reached, neither Party shall be deemed the prevailing Party for purposes of
5444 the settlement and each Party shall bear its own legal costs. The mediation shall be
5445 completed within sixty (60) days of the written request of a Party for mediation unless both

5446
5447
5448
5449
5450
5451
5452
5453
5454
5455
5456
5457
5458
5459
5460

Parties agree to extend this timeframe. If litigation is filed regarding any dispute arising under this Agreement, the action shall be filed in San Mateo County Superior Court and the court shall award reasonable attorney's fees and costs to the prevailing Party. To the maximum extent permitted by law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts or attorneys, or by the mediator or any employees of the mediation service, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until the end of the sixty (60) day period referred to above. The Parties will take such action, if any, required to effectuate such tolling.

5461

LAST PAGE OF AGREEMENT

5462
5463

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

5464
5465
5466

~~CITY OF MENLO PARK~~ AGENCY NAME

RECOLOGY SAN MATEO COUNTY

5467
5468
5469
5470

By: _____
~~Glen Rojas~~ XXXX
Sangiaco
City Manager

By: _____
Michael J.
President and CEO

5471
5472
5473
5474

ATTEST: _____
Margaret Roberts
XXXX
City Clerk

By: _____
~~Roxanne L. Frye~~
~~Cary Chen~~
~~Corporate Secretary~~

5475

APPROVED AS TO FORM: _____

5476
5477
5478
5479
5480
5481

~~ATTACHMENT A~~
~~ATTACHMENT Q~~
~~ATTACHMENT~~ _____ K _____
~~XXXXX~~

5482

5483
5484
5485
5486
5487
5488

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 [REDACTED] 2013.

10 **AB 341**

11 “AB 341” means the California Jobs and Recycling Act of 2011 (Chapter 476, Statues 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, Statues 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,~~ [REDACTED] {Insert Member Agency name}.

33 **Agency Manager**

34 “Agency Manager” means Agency’s ~~City Manager,~~ {Member Agency revise title if needed}, as
35 designated by Agency.

36 **Agreement**

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

39 **Applicable Law**

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

46 **Application**

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

49 **Authority**

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

51 **Average Hold Time**

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

54 **Average Speed of Answer**

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

59 **Backyard Collection Service**

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

62 **Billings**

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

67 **Bin**

68 “Bin” means a metal Container with capacity of approximately one (1) to ~~fifteen (15)~~ six (6) cubic
69 yards, with a hinged lid, with or without wheels, typically serviced by a front-loading Collection
70 vehicle. [Note: If Member Agency has customers with 8 CY bin service, this definition shall be amended
71 to change “six (6) cubic yards” to “eight (8) cubic yards.”]

72 **Bulky Items**

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

77 **Bulky Item Collection**

78 "Bulky Item Collection" means the Collection of Bulky Items pursuant to the requirements of this
79 Agreement.

80 **Business Days**

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

83 **Cart**

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

87 **Cell Phones**

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

90 **Change in Law**

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

- 94 a. The enactment, adoption, promulgation, issuance, modification, or written change in
95 administrative or judicial interpretation on or after ~~the Effective Date~~ January 1, 2011 of
96 any Applicable Law; or
- 97 b. The order or judgment of any governmental body, on or after ~~the Effective Date~~ January
98 1, 2011, to the extent such order or judgment is not the result of willful or negligent
99 action, error or omission or lack of reasonable diligence of the Agency, or of the
100 Contractor, whichever is asserting the occurrence of a Change in Law; provided,
101 however, that the contesting in good faith or the failure in good faith to contest any such
102 order or judgment shall not constitute such a willful or negligent action, error or omission
103 or lack of reasonable diligence.

104 **Charge**

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

107 **Collect/Collection**

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

111 **Collection Container**

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

115 **Commencement Date**

116 "Commencement Date" means the date specified in Section 3.0201 when the Contractor is to
117 begin providing services required by under the terms and conditions of this Agreement.

118 **Commercial**

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

125 **Commercial Diversion Level**

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

133 **Commingle**

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

136 **Community Event**

137 "Community Event" means Agency-sponsored or other community events that are one (1) or
138 two (2) days in duration and have up to ten thousand (10,000) attendees per day. Community
139 Events may include "large events" as defined in the Act (Public Resources Code Section
140 42648).

141 **Compactor**

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

146 **Complaint**

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

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

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

155 **Container**

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

159 **Container Relocation Service**

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

165 **Contamination**

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

171 **Contamination Level**

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

176 **Contamination Measurement Procedure**

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

181 **Contractor**

182 "Contractor" means Recology San Mateo County.

183 **Contractor's Compensation**

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

187 **Contractor Pass-Through Costs**

188 "Contractor Pass-Through Costs" means ~~the costs described in Attachment K, Section 3, Table~~
189 ~~1 to which no element of overhead, administrative, regulatory agency fees, interest expense, or~~
190 ~~profit, is added, such that the Member Agency-specific amount of such cost is included without~~
191 ~~modification in the calculations or reports prepared in implementing this changes to the~~
192 ~~Agreement.~~

193 **Contractor's Proposal**

194 ~~"Contractor's Proposal" means the proposal submitted by, and Cap Carry Forward amounts, as~~
195 ~~described under the heading "Contractor Pass-Through Costs" in Table 1 of Attachment K, and~~
196 ~~received by March 11, 2008 by the SBWMA in response to the November 1, 2007 SBWMA~~
197 ~~Request for Proposals for Collection Services, and certain supplemental written materials.~~

198 **County**

199 "County" means the County of San Mateo.

200 **Curbside**

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

204 **Customer**

205 "Customer" means the Person to whom Contractor (or Agency if Agency bills directly) submits
206 billing invoices for Collection services provided to a Premises. The Customer may be the
207 Occupant or Owner of the Premises provided that the Owner of the Premises shall be
208 responsible for payment of Collection services if an Occupant of the Premises fails to make
209 such payment.

210 **Day**

211 "Day" means calendar day unless otherwise specified.

212 **Designated Transfer and Processing Facility**

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

216 **Designated Waste**

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

222 **Discarded Material**

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

228 **Disposal**

229 "Disposal" means the ultimate disposition of Solid Waste Collected ~~by Contractor~~ at a Disposal
230 Site.

231 **Designated Disposal Site**

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

234 **Drop Box**

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

238 **Effective Date**

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

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

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

248 **Environmental Laws**

249 "Environmental Laws" means all federal and State statutes, County, and Agency ordinances
250 concerning public health, safety and the environment including, by way of example and not
251 limitation, the Act, the Comprehensive Environmental Response, Compensation and Liability
252 Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC
253 §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances
254 Control Act, 15 USC §1601 et seq.; the Occupational Safety and Health Act, 29 USC §651 et
255 seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et
256 seq.; the California Toxic Substances Control Act, California Health and Safety Code §25300 et
257 seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the
258 Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et
259 seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated
260 thereunder.

261 **Event**

262 ~~"Event" includes but is not limited to "large events" as defined in the Act (Public Resources~~
263 ~~Code Section 42648), any Event that serves an average of at least 2,000 attendees and~~
264 ~~workers per day, and Agency-sponsored community events. A list of Events currently held in~~
265 ~~the Agency is included as Attachment C.~~

266 **Facility/Facilities**

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

272 **Fiscal Year**

273 "Fiscal Year" means the period commencing July 4st through June 30th30 each year.

274 **Food Scraps**

275 "Food Scraps" means a subset of Organic Materials including: (i) all kitchen and table food
276 waste, and animal, or vegetable fruit, grain, dairy or fish waste that attends or results from the
277 storage, preparation, cooking or handling of foodstuffs, with the exception of animal excrement,
278 (ii) paper waste contaminated with putrescible material, and (iii) biodegradable ~~plastic food~~
279 ~~service ware~~. BPI-certifiedⁱ plastic food service ware (where BPI refers to the Biodegradable
280 Products Institute and more information can be found at [http://www.bpiworld.org/science-of-](http://www.bpiworld.org/science-of-composting)
281 composting).

282 **Franchise Fee**

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

284 **Generator**

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

288 **Gross Revenue Billed**

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

293 **Guarantor**

294 "Guarantor" means Recology Inc.

295 **Guaranty**

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

297 **Hazardous Substance**

298 "Hazardous Substance" shall mean any of the following: (a) any substances defined, regulated
299 or listed (directly or by reference) as "Hazardous Substances", "hazardous materials",
300 "Hazardous Wastes", "toxic waste", "pollutant" or "toxic substances" or similarly identified as
301 hazardous to human health or the environment, in or pursuant to (i) the Comprehensive
302 Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et
303 seq.(CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the
304 Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33
305 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281,
306 and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code
307 §13050; (b) any amendments, rules or regulations promulgated there under to such enumerated
308 statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic
309 substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated
310 under any other applicable Federal, State or local Environmental Laws currently existing or

311 hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's
312 ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

313 **Hazardous Waste**

314 "Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous
315 Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02,
316 §25115, and §25117 or in any future amendments to or recodifications of such statutes or
317 identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA),
318 pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all
319 future amendments thereto, and all rules and regulations promulgated there under.

320 **Hold Time**

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

325

326 **Holidays**

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

333 **Holiday Collection Schedule**

334 "Holiday Collection Schedule" means the modified Collection service schedule ~~for the days~~
335 ~~following due to~~ a recognized Holiday for Collection service. If a Collection service Holiday falls
336 on Monday, Tuesday, Wednesday, Thursday, or Friday, the service ~~is shall be~~ provided the
337 immediately following Day. When a Holiday falls on a Saturday, it may be observed on the
338 Friday prior to the Holiday. When a Holiday falls on a Sunday, it may be observed on the
339 Monday following the Holiday.

340 **Holiday Trees**

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

343 **Household Batteries**

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

349 **Household Hazardous Waste**

350 "Household Hazardous Waste" means Hazardous Waste generated at Residential Premises.
351 Household Hazardous Waste does not include those items defined as Targeted Recyclable
352 Materials.

353 **Including**

354 "Including" means including but not limited to.

355 **Infectious Waste**

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

360 **Inquiry**

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

365 **Kitchen Pail**

366 "Kitchen Pail" means a receptacle suitable for the storage of Food Scraps that has a capacity of
367 1.5 to 2.5 gallons, a wire or plastic handle, and a lid.

368 **Line of Business**

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

372 **Liquidated Damages**

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

375 **Long Distance Service**

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

380 **Major Appliances**

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

385 **Materials Recovery Facility (MRF)**

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

392 **Measured Contamination Level**

393 “Measured Contamination Level” means the Contamination Level of the Targeted Recyclable
394 Materials, Plant Materials, and Organic Materials delivered by Contractor to the Designated
395 Transfer and Processing Facility determined in accordance with procedures contained in
396 Attachments E-1 and E-2 Attachment E.

397 **Member Agencies**

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

401 **Member Agency Facilities**

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

404 **Missed Pick-Up Collection Event**

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

413 **Missed Pick-Up Initial Complaint**

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

421 **Mixed Use Building or Mixed Use**

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

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

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

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

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

432 **Net Revenue Billed**

433 “Net Revenue Billed” means the ~~sum of actual Gross Revenue Billed (as per amount determined~~
434 ~~in accordance with~~ Section 11.03.D) ~~minus payments to SBWMA for disposal, payments to~~
435 ~~Agencies for Franchise and other fees as described in Article 10, and revenues attributable to~~
436 ~~unscheduled or intermittent service.~~E of the Agreement.

437 **Occupant**

438 “Occupant” means a Person who occupies a ~~Premise~~Premises.

439 **On-Call Service**

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

444 **Operating Cost**

445 “Operating Cost” or “Cost of Operations” means those costs actually incurred by Contractor,
446 reasonably necessary to perform under this Agreement, and not otherwise specifically excluded
447 in this Agreement.

448 **Operating Ratio**

449 “Operating Ratio” means a factor used in the calculation of profit. Contractor’s profit is
450 determined by applying the Operating Ratio of ninety and one-half percent (90.5%) to total
451 annual Costs of Operation described in Attachment K, ~~Section 6.B.2.~~

452 **Operator**

453 “Operator” means the company contracted by the SBWMA to operate the Designated Transfer
454 and Processing Facility.

455 **Organic Materials**

456 “Organic Materials” means those materials that will decompose and/or putrefy and that the
457 Agency permits, directs, or requires Generators to separate from Solid Waste and Targeted
458 Recyclable Materials for Collection in specially designated Containers for Organic Materials
459 Collection. Organic Materials include Plant Materials, Food Scraps, paper contaminated with
460 Food Scraps, biodegradable plastic food service ware, pieces of unpainted and untreated wood,
461 and pieces of unpainted and untreated wallboard. No Discarded Material shall be considered
462 Organic Materials, unless such material is separated from Solid Waste and Targeted Recyclable
463 Material.

464 **Other Pass-Through Costs**

465 “Other Pass-Through Costs” means Member Agency Franchise Fees and other fees which are
466 paid to each Member Agency, and fees paid by Contractor to SBWMA for processing and
467 Disposal (including transfer) of materials delivered by Contractor to the Designated Transfer and
468 Processing Facility.

469 **Other Recyclable Material**

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

475 **Overage**

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

478 **Overall Diversion Level**

479 "Overall Diversion Level" means the sum of all Recyclable Materials Collected by Contractor
480 divided by the sum of all materials Collected by Contractor in a Rate Year. For the purposes of
481 this definition, Recyclable Materials Collected shall include the sum of Targeted Recyclable
482 Materials, Other Recyclable Materials, and Organic Materials Collected, without adjusting for
483 Contamination.

484 **Owner**

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

488 **Party(ies)**

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

490 **Pass-Through Cost**

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

494 **Person**

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

498 **Plant Materials**

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

507 **Premises**
508 "**Premises**" means any land, or building where Solid Waste, Recyclable Materials, or Organic
509 Materials is generated or accumulated.

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

513 **Proposal**
514 ~~"Proposal" means Contractor's Proposal.~~

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

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

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

528 **Recycling Blitz**
529 "Recycling Blitz" means ~~Contractor's~~ Contractor outreach campaign, undertaken pursuant to
530 Section 7.09, to implement or enhance Recycling or Organics Collection service at Commercial,
531 Mixed Use, and Multi-Family Dwelling Customers ~~that have limited or no recycling collection~~
532 ~~service approximately six (6) months prior to the roll-out of new services.~~

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

537 **Recyclable Containers**
538 "Recyclable Containers" means food and beverage packaging receptacles including but not
539 limited to packaging that has California Redemption Value.

540 **Recyclable Materials**
541 "Recyclable Materials" means Discarded Materials that can be re-used, remanufactured,
542 reconstituted, or Recycled.

543 **Related Party Entity**

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

546 **Residential**

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

551 **Residential Diversion Level**

552 "Residential Diversion Level" means the sum of all Residential Recyclable Materials Collected
553 by Contractor divided by the sum of all Residential materials Collected by Contractor. For the
554 purposes of this definition, Recyclable Materials Collected shall include the sum of Targeted
555 Recyclable Materials, Other Recyclable Materials, and Organic Materials Collected, without
556 adjusting for Contamination. Materials Collected from Mixed Use Buildings shall be included in
557 the calculation of the Residential Diversion Level to the extent materials from such Customers
558 are combined during Collection with materials from Residential Premises.

559 **Residential ~~Premise~~Premises**

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

564 **Residential Property**

565 "Residential Property" means property used for residential purposes.

566 **Residential Recyclable Materials**

567 "Residential Recyclable Materials" means Targeted Recyclable Materials Collected from both
568 Single-Family Dwelling Customers and Multi-Family Residential Complexes.

569 **Revenue Requirement**

570 "Revenue Requirement" means the total projected amount of revenue that must be included in
571 determination of Agency's Rates ~~charged to Customers~~ to cover all costs associated with
572 Contractor's Compensation, Contractor Pass-Through Costs, and Other Pass-Through Costs
573 for a Rate Year.

574 **SB 1383**

575 "SB 1383" means the Short-lived Climate Pollutants: Methane Emissions: Dairy And Livestock:
576 Organic Waste: Landfills Act of 2016 (Chapter 395, Statues of 2016 [Lara, SB 1383]), also
577 commonly referred to as "SB 1383", as amended, supplemented, superseded, and replaced
578 from time to time. Of particular significance to the Collection services provided under the terms
579 of this Agreement, SB 1383 establishes State-wide targets for the reduction of Organic
580 Materials Disposal.

581 **SBWMA**

582 “SBWMA” means the South Bayside Waste Management Authority, which is a joint powers
583 authority comprised of the Member Agencies.

584 **SBWMA Service Area**

585 “SBWMA Service Area” means the service area comprised of the SBWMA’s Member Agencies,
586 which include the following: Town of Atherton, City of Belmont, City of Burlingame, City of East
587 Palo Alto, City of Foster City, Town of Hillsborough, City of Menlo Park, City of Redwood City,
588 City of San Carlos, City of San Mateo, sections of unincorporated San Mateo County, and West
589 Bay Sanitary District.

590 **Service Area**

591 “Service Area” means the area within, and, if applicable, outside Agency’s jurisdictional
592 boundaries with respect to which Agency exercises franchising authority for the Collection of
593 Solid Waste, Targeted Recyclable Materials, Organic Materials, or other materials pursuant to
594 this Agreement.

595 **Service Day**

596 “Service Day” means Monday through Sunday excluding Holidays specified in this Attachment A
597 for the Collection services.

598 **Service Opportunity**

599 “Service Opportunity” means each individual opportunity the Contractor has to Collect Solid
600 Waste, Targeted Recyclable Materials, and Organic Materials from a Customer’s Container
601 which is equivalent to the required Single-Family, Multi-Family, and Commercial lifts. For
602 example, for a Single-Family Customer with regular weekly service, Contractor has three (3)
603 Service Opportunities per week – one (1) for Solid Waste Collection, one (1) for Targeted
604 Recyclable Materials, and one (1) for Organic Materials.

605 **Service Sector**

606 “Service Sector” means Collection services for each of the following types of services: Single-
607 Family; Multi-Family; Commercial; and Member Agency Facilities.

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

609 “Single-Family,” “Single-Family Dwelling,” or “SFD” means a Premises used as a Residential
610 dwelling and includes each unit of a duplex, triplex, fourplex or townhouse condominium at
611 which there are no more than four dwelling units where individual Solid Waste, Targeted
612 Recyclable Materials, and Organics Materials Collection is provided separately to each dwelling
613 unit.

614 **Single-Stream Targeted Recyclable Materials**

615 “Single-Stream Targeted Recyclable Materials” shall mean Targeted Recyclable Materials which
616 have been Commingled by the Generator and placed in a Container for the purposes of
617 Collection.

618 **Solid Waste**

619 “Solid Waste” means all putrescible and non-putrescible solid, semisolid, and liquid wastes, as
620 defined in California Public Resources Code Section 40191. For the purposes of this
621 Agreement, “Solid Waste” does not include abandoned vehicles and parts thereof, Hazardous
622 Waste or low-level radioactive waste, medical waste, Source Separated Targeted Recyclable
623 Materials, Source Separated Plant Materials, or Source Separated Organic Materials.

624 **Source Separated**

625 “Source Separated” means materials which otherwise would become Solid Waste, but have
626 been segregated by the Generator, such as Targeted Recyclable Materials or Organic
627 Materials, for the purpose of reuse, Recycling, or composting, to be Collected by Contractor or
628 others.

629 **Special Handling Service**

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

634 **Specialty Recyclable or Reusable Material**

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

640 **Speed of Answer**

641 “Speed of Answer” means the amount of time before a call is answered once that call is queued
642 upon completion of the introductory voicemail message(s) or Customer bypassing the
643 message(s).

644 **Shoreway Recycling and Disposal Facility**

645 “Shoreway Recycling and Disposal Facility” means the Shoreway Recycling and Disposal
646 Center at 225 and 333 Shoreway Road, San Carlos, California, which is owned by SBWMA.

647 **State**

648 “State” means the State of California.

649 **Subcontractor**

650 “Subcontractor” means a Person which has entered into a contract with the Contractor for the
651 performance of work that is necessary for the Contractor’s fulfillment of its obligations under this
652 Agreement.

653 **Targeted Recyclable Materials**

654 “Targeted Recyclable Materials” means a subset of Recyclable Materials that includes:
655 newspaper (including inserts, coupons, and store advertisements); mixed paper (including office
656 paper, computer paper, magazines, junk mail, catalogs, brown paper bags, paperboard, paper

657 egg cartons, telephone books, books, colored paper, construction paper, envelopes, legal pad
658 backings, shoe boxes, cereal and other similar food boxes); chipboard; corrugated cardboard;
659 paper milk cartons; glass containers of any color (including brown, blue, clear, and green);
660 aluminum (including food and beverage containers, foil, small pieces of scrap metal); small
661 pieces of scrap metal weighing less than ten (10) pounds and fitting into the Targeted
662 Recyclable Materials Collection Container (excluding chain, cable, wire, banding, hand tools,
663 and automotive parts); steel, tin or bi-metal containers; plastic containers (i.e., all plastic
664 containers stamped with the Society for the Plastics Industry (SPI) code #1 through #7; and
665 plastic containers that are not stamped but clearly can be identified as PET, HDPE,
666 polypropylene). ~~For Single-Family and Multi-Family Premises, Targeted Recyclable Materials~~
667 ~~also include Used Motor Oil, Used Motor Oil Filters, Household Batteries, and Cell Phones. The~~
668 ~~list of “Targeted Recyclable Materials” may be modified as technology or commodity markets~~
669 ~~change during the term of the Agreement. Modifications to the list of “Targeted Recyclable~~
670 ~~Materials” shall be subject to mutual agreement between the SBWMA, Agency, and Contractor.~~

671 **Term**

672 “Term” ~~means~~shall have the ~~Term of this Agreement~~meaning ascribed to it Section 3.02.

673 **Ton (or Tonnage)**

674 “Ton (or Tonnage)” means a unit of measure for weight equivalent to 2,000 pounds where each
675 pound contains 16 ounces.

676 **Transfer Station**

677 “Transfer Station” means a Facility primarily used for the purpose of transferring Solid Waste
678 from Collection vehicles to transfer vehicles (but which may include recovery operations) to
679 more efficiently transport Solid Waste to the Disposal Site. For the purposes of this Agreement,
680 Agency has designated the Shoreway Recycling and Disposal Center, located at 225 and 333
681 Shoreway Road, San Carlos, CA, as its designated Transfer Station.

682 **Spills of Discarded Materials**

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

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

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

692 **Unpermitted Materials**

693 “Unpermitted Materials” mean wastes or other materials that the Designated Transfer and
694 Processing Facility is not permitted to receive, including Hazardous Waste and Hazardous
695 Substances.

696 **Unscheduled Service**
697 ~~“Unscheduled Service,” means services that are unscheduled or provided on an intermittent~~
698 ~~basis. For the purposes of Section 11.03D, Unscheduled Service does not include services~~
699 ~~described in Section 5.02 (other than Single-Family Backyard Collection Service provided to~~
700 ~~Customers representing more than twenty percent (20%) of the Single-Family Accounts), 5.03~~
701 ~~(other than universal implementation), 5.04 (other than universal implementation), 5.05, 5.06,~~
702 ~~5.07, 5.08 (as to events described in Attachment C), 5.09, 5.10, 5.11 (up to 30 cubic yards),~~
703 ~~5.13A, or in Article 6, or any other service not included in Attachment Q unless authorized by~~
704 ~~Agency.~~

705 **Used Motor Oil**
706 “Used Motor Oil” means used motor oil from automobiles and other light duty vehicles intended
707 for personal use which is removed from cars at a Residential Premises and not as a part of a
708 for-profit or other business activity.

709 **Used Motor Oil Filter**
710 “Used Motor Oil Filter” means a used motor oil filter from automobiles and other light duty
711 vehicles intended for personal use which is removed from the vehicle at a Residential Premises
712 and not as a part of a for-profit or other business activity.

713 **Venue**
714 “Venue” means a permanent facility that during any year seats or serves an average of more
715 than 2,000 individuals per day of operation. Both people attending the event and those working
716 at it, including volunteers, are included in this number.

717 **Waste Zero Specialists**
718 “Waste Zero Specialists” are the Contractor’s staff members responsible for recycling promotion
719 directed primarily to Commercial and Multi-Family customers in the SBWMA Service Area.

720 **Weekly Collection Service**
721 “Weekly Collection Service” means Collection Service that is scheduled in advance from
722 Monday through Friday and provided once-per-week on the same day or days each week.

723 **White Goods**
724 “White Goods” means Major Appliances.

This page intentionally blank

**ATTACHMENT B
SERVICE LEVELS OF AGENCY FACILITIES**

**{Note: Each Member Agency to use or
amend its current Attachment B}**

This page intentionally blank

**ATTACHMENT B
SERVICE LEVELS OF AGENCY FACILITIES
CITY OF MENLO PARK**

Park Name	Address	Number of Fibrex Recycling Containers	Size of Recycling Container(s)	Recycling Service Day	Garbage Containers	Days of Service
Admin Civic Center	701 Laurel Street	2	32gl	Monday/564	10-32gl	M,W,F
Applewood (ECR)	989 El Camino RI.	1	32gl	Wed/564	1-32gl	M,W,F
Bayfront Park	Bayfront Expy & Marsh	3	32gl	Mon,Fri		564
BH School Tot Lot	Chilco at Ivy Drive				1-32gl	M,W,F
Brix	1246 El Camino RI.	0				
Burgess Park	600 Alma	11	32gl	Thursday	30-44gl	M,W,F,S,S
Corp Yard	333 Burgess Drive	1	32gl	Thursday	1-32gl	M,W,F
Fremont Park & Santa Cruz Ave	Santa Cruz Ave.	16	20gl	Monday	29-32gl	M,W,F,S,S
Fremont Park	Santa Cruz Ave @ University	3	20gl	Monday	11-32gl	M,W,F,S,S
Hamilton Park		5	32gl	Friday	5-44gl	M,W,F
		1	2yd occ	Friday		
Kelly Park	100 Terminal Ave	5	32gl	Friday	1-3yd	M,T,W,TH,F
Kelly Park	100 Terminal Ave				15-32gl	M,W,F
Kelly Park	100 Terminal Ave		5-32gl BC	F		
Kelly Park-Composting Collection Container	100 Terminal Ave					
Kepler's (ECR)	1010 El Camino RI.	1	32gl	Wed	1xW	564
La Entrada School	2200 Sharon Road	1	32gl	Tues, Fri	2xW	
Little House Senior Center	800 Middle Ave				1-32gl	M,W,F
Lyle Park	1060 Middle Ave	2	32gl	Wednesday	8-32gl	M,W,F
Market Place Park	Market Place & Del Norte (Pierce)	1	32gl	Friday		
Menlo Children's Center	801 Laurel	1	2 yard	M,W, F	1-2yd	M, W, F
Menlo Children's Center	801 Laurel	1	95 gl	Mon		
Menlo Children's Center	801 Laurel	1	1 yd	M, W, F		
Nealon Park	800 Middle Ave	5	32 gl	Mon	8-44gl	M,W,F
Pete's Coffee & Draegers (on newspaper rack island)	near 1010 University	1	32 gl	Wed	2-44gl	M,W,F,S,S
Police Substation	Newbridge and Willow Rd.	1	32gl	Fri	2-32gl	M,W,F
Safeway (ECR)	525 El Camino	1	32gl	Wednesday	2-32gl	M,W,F
Seminary Oaks Park	Seminary Drive & Santa Monica Ave	2	32gl	Thursday	5-32gl	M,W,F
Sharon Park	Sharon Park Dr & Monte Rosa Dr	2	32gl	Tuesday	13-32gl	M,W,F
Sharon Heights Shopping Center (Erik's Deli)	325 Sharon Park Drive	2	95 gl	M W F		564
Sharon Hills Park	West of Alameda on Valparaiso	1	32gl	Tuesday	6-32gl	TH
Stanford Park	Branner @ Sand Hill Road	2	32gl	Tuesday	10-32gl	M,W,F
Tinker Park	1601 Santa Cruz Ave.	1	32gl	Thursday	2-44gl	M,W,F
Willow Oaks Park	Willow Road & Coleman	2	32gl	Mon	7-32gl	M,W,F
Willow and Gilbert	in front of 408 Willow Rd.	1	32 gl	Thursday	1-32 gl	Tues
	Total containers:	77				

**ATTACHMENT B
SERVICE LEVELS OF AGENCY FACILITIES
CITY OF MENLO PARK**

City Facilities						
Park Name	Address	Number of Rec Containers	Size of Recycling Container(s)	Recycling Service Day	Garbage Containers	Days of Service
Admin Building	701 Laurel Street	1	95gl BC	Thursday	2yd	M,W,F
Admin Building	701 Laurel Street	1	2yd MP	M,W,F		
Alma Park	Alma Park	2	32 gallon	Thursday	1-32gl	Tue
Belle Haven Child Development Center	410 Ivy Drive	1	95gl BC	Friday		
Belle Haven Child Development Center	410 Ivy Drive	2	32 gallon BC	Friday	2-45 gallon	M, W, F
Belle Haven Child Development Center	410 Ivy Drive	1	2 yard MP	Friday		
Belle Haven Library	413 Ivy Drive	1	95gl BC	M,W,F	2yd	M,W,F
Belle Haven Medical Clinic	110 Terminal	2	95gl BC	Fri	1-3yd	5 days a week
Belle Haven Medical Clinic	110 Terminal	1	2 yard	Mon/Wed		
Burgess Recreation Center (Child Care Center)	700 Alma Street	1	64gl BC	Wednesday	1-3yd	M/W/F
Burgess Recreation Center (Child Care Center)	700 Alma Street	2	95gl MP	Wednesday	25 32 gal	M/W/F/S/S
Burgess Recreation Center (Child Care Center)	700 Alma Street	1	2 yard MP	Monday	62 32 gal msw	M/W/F
Burgess Sports Center (Gymnastics Program)	501 Laurel Street	4	32 gal BC	Thursday	5-44gl	M,W,F,S,S
Burgess Sports Center (Gymnastics Program)	501 Laurel Street	1	95 gall MP	Thursday		
Chamber of Commerce	1100 Merrill St.	1	32gl	Friday		
	1100 Merrill St.	1	95gl-MP	Tue		
Civic Center	701 Laurel	2	32gl	Thu	1xW	564
Corporation Yard	333 Burgess	1 (must be pushed out for service)	3 yd MP	Monday		
		4	(3MP/1BC)	Thursday		
La Michoachana	1307 Willow Road	1	32 gl	Fri	B-W	564
Library	800 Alma Street	1	2yd MP	M,W,F	2yd	5 days a week
Library	800 Alma Street	5	32 gl	5xWk	5-32gl	5 days a week
Main Rec Center	803 Alma				1-3yd	Tue, Fri
MP Fire Dept	300 Middlefield	1	2yd MP	Thursday	3yd	Tue Fri
	300 Middlefield	1	95gl YW	Tues		
MP Fire Dept	700 Oak Grove	1	95gl MP	Wed	2-45gl	Wed
	700 Oak Grove	1	95gl BC	Wed		
MP Fire Dept	2290 University	1	95gl MP	Friday	2-90gl	Mon
	2290 University	1	95gl BC	Friday		
MP Fire Dept	1467 Chilco	1	2-yd MP	Thursday	1-3yd	M,W,F
	1467 Chilco	1	95gl BC	Friday		
	1467 Chilco	1	95gl YW	Tue		
MP Fire Dept	3322 Alameda	1	95gl MP	Tue	1-2yd	Wed
	3322 Alameda	1	95gl BC	Tue		
	3322 Alameda	1	95gl YW	Wed		
Menlo Children's Center	801 Laurel	1	95gl MP	Wed	1-2yd	Tue
Menlo Children's Center	801 Laurel	1	2 yd MP	M W F	1-2 yd	MW F
	801 Laurel	1	95 gl BC	F		
	801 Laurel	1	1 yd organics	M W F		
Police Dept	1185 Willow Rd.	1	95gl MP	Friday	1-32gall	MWF
Senior Center	110 Terminal	1	2yd MP	Mon/Thursday	1-3yd	M-Fri
		2	95 BC	Fri		
Seven-Eleven	Alma and Oak Grove	1	32 gl	MWF	3xWK	
Hamilton @ Willow (Em Gas-Used to be Seven-Eleven/Chevron)	Willow Chevron	1	32gl	Friday		564
555 Ravenswood		1	95gl MP	Thu	3-95 gal	MWF
555 Ravenswood		1	95gl BC	Thu		
Train Station-Merrill Side	MP Train Station	1	32gl	Thu	B-W	564
Train Station-Merrill Side	MP Train Station	2	95gl MP	Wed	17-32 gall	M-Fri
		1	95gl BC	Wed	1xW	564
Train Station - Alma Side	MP Train Station	2	32gl	Thu	B-W	564
Train Station-Merrill Side	MP Train Station	1	32gl	Thu	1xW	564
Willow Street	Bus Stop - Coleman Bus Encl.	1	32gl	Thursday		564
	Total containers:	68				

**ATTACHMENT B
SERVICE LEVELS OF AGENCY FACILITIES
CITY OF MENLO PARK**

**ATTACHMENT B
SERVICE LEVELS OF AGENCY FACILITIES
CITY OF MENLO PARK**

Small Public Use Garbage Containers						
Location	Specific Location Information	#	Size	Service Day	Freq.	Route
Merrill St. Train Station		17	32gl	M-F		
Oak Ct.		1	32gl	Thu		
Pete's Coffee/Draeger's		3	32gl	Mon, Fri		
871 Hamilton		1	32gl	M,W,F		
Alma Street		2	32gl	Wed		
Creek and El Camino		1	32gl	Fri		
Avy at Zachary Ct.		1	32gl	Mon, Fri		
Oak Grove Ave.		4	32gl	Mon,Fri		
1183 El Camino		2	32gl	T, THR		
1100 El Camino		1	32gl	M,W,F		
Creek and University		1	32gl	Fri		
Willow and Newbridge		5	32gl	M,W,F		
Arbor and Creek Dr.		1	32gl	Fri		
1820 El Camino		1	32gl	Wed		
Pope and Woodland		1	32gl	Tues, Thu		
Hallmark and Valpariso		2	32gl	Mon, Thurs		
Woodland and Middlefield		1	32gl	Tues		
555 Ravenswood		3	95gl	M,W,F		
Middle and Santa Margarita		1	32gl	Mon, Fri		
900 Willow Rd.		1	32gl	M, W, F		
66 Willow Place		1	32gl	Wed		
Ravenswood		5	32gl	Mon, Fri		
Willow Rd.		7	32gl	M, W, F		
Alma Park		1	32gl	Tue		
Menalto and Gilbert		1	32gl	M,W,F		
Hamilton and Almanor		1	44gl	M,W,F		
Hamilton and Carlton		1	32gl	M,W,F		
Total containers:		67				
Downtown Santa Cruz Plaza - Recycling Bins and Carts						
Location		#	Size	Days	Parking Plaza	
600 Santa Cruz		1	6 yard	M,T,W,Th,F	1	
600 Santa Cruz		1	3 yard	M-Sat	1	
600 Santa Cruz		1	95 gallon BC	Wed	1	
700 Santa Cruz		1	6 yard	M,W,F, Sat	1	
700 Santa Cruz		1	4 yard	M, W, F, Sat	1	
Behind Carpacio		1	4 yard	M,T, W, R, F, Sat	2	
Behind Carpacio		1	3 yd	M W F		
800 Santa Cruz Ave.		2	3 yard	M,T,W,Th,F, Sat	3	
		1	4 yd	M,T,W,Th,F, Sat		
		1	64 gl BC	W	3	
870-90 Santa Cruz Ave.	No Bins or Carts here.				4	
800-860 Santa Cruz Ave.		2	3 yard	M-Sat	5	
		3	4 yard	M-Sat	5	
		3	95gall BC	Wed	5	
730-780 Santa Cruz Ave		1	3 yard	M-Sat	6	
700-720 Santa Cruz Ave.		1	6 yard	M-Sat	7	
		2	95 gallon BC	W		
639-643 Santa Cruz Ave.		2	6 yard	M-Sat	8	
Total containers:		25				

added to many Tues
only locations.

****Updated November 2008**

~~ATTACHMENT~~Attachment C
~~COMMUNITY EVENTS~~
~~CITY OF MENLO PARK~~Community Events
{Example from City of Menlo Park;
Each Member Agency to use or amend its current Attachment C}

All of the following Community Events shall be annual unless otherwise noted in parentheses:

- Downtown Block Parties (3 per year)
- Easter Egg Hunt
- 4th of July Celebration
- Summer Concerts (8 per year)
- Kite Day
- Connoisseurs' Marketplace
- Breakfast with Santa
- Multi Cultural Day
- Sustainability/Conservation Fair
- Spring Community Clean-up Event
- Fall Community Clean-up Event

Agency may add additional Community Events or modify this list of Community Events during the Term and shall make such modifications in accordance with Section 5.08.

This page intentionally blank

Attachment D
 Container Specifications
 {Insert Member Agency name}

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 gal gallons¹	32 galgallons	64 galgallons
				96 galgallons
6.	Durability (in service years)	<u>10+</u>	<u>10+</u>	<u>10+</u>
7.	Cost of Each Container <u>**</u>	<u>\$52.00N/A</u>	<u>\$42.00N/A</u>	<u>\$53.00N/A</u>
		<u>A</u>		<u>\$69.00N/A</u>
8.	Dimensions of Each Container (Length x Width x Height)	<u>1824.25 x</u> <u>19.825 x</u> <u>32.6038.5</u> <u>0</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>810"</u>	<u>10"</u>	<u>10"</u>
1.	Maximum Load Weight (lbs)	<u>60-74 lbs</u>	<u>112 lbs</u>	<u>224 lbs</u>
10.	Manufacturer's warranty (years)	<u>10</u>	<u>10</u>	<u>10</u>
11.	Labeling (list methods).....	<u>Hot Stamp on Body and/or Lid</u>		

¹ The 20-gallon Cart ~~manufacturer~~ shall be ~~Rehrig Pacific Company or Norseman Environmental Products~~, a 32-gallon Cart with an insert to reduce the capacity may vary slightly based on manufacturer, from 32 gallons to 20 gallons. It will be manufactured by Toter

Attachment D
 Container Specifications
 {Insert Member Agency name}

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>3,000 Bags - \$3.15 per</u> <u>5,000 Bags - \$2.92 per</u> <u>10,000 Bags - \$2.87 per</u> <u>15,000 Bags - \$2.80 per</u> <u>N/A</u>
8. Dimensions of Recycling Tote Bag (Length x Width x Height)	<u>15 x 7 x 15 (inches)</u>
9. Manufacturer's warranty	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, Number of Years = _____
10. Labeling (list methods)	<u>Silkscreen</u>

Attachment D
 Container Specifications
 {Insert Member Agency name}

Container Specifications - Bins				
1. Material to be Collected.	Garbage	<input checked="" type="checkbox"/>	Color = TBD 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>\$460.00N</u> <u>/A</u>	<u>\$590.00N/A</u>	<u>\$620.00N/</u> <u>A</u>	<u>\$700.00N/</u> <u>A</u>
11. Dimensions of Each Container (Length x Width x Height)	<u>72" x 24"</u> <u>x 28"</u>	<u>72" x 34.5" x</u> <u>34.5"</u>	<u>72" x 41.5"</u> <u>x 41.5"</u>	<u>72" x 50.5"</u> <u>x 46"</u>
12. Wheel Size (if appropriate)	<u>6"</u>	<u>6"</u>	<u>6"</u>	<u>6"</u>
13. Maximum Load Weight (lbs)	<u>600</u>	<u>1,000</u>	<u>1,400</u>	<u>1,800</u>
14. Manufacturer's warranty (years)	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
15. Labeling (list methods)	<u>Paint and decals</u>			

Attachment D
 Container Specifications
 {Insert Member Agency name}

Container Specifications – Drop Boxes				
1. Material to be Collected.	Garbage	<input type="checkbox"/> <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>		Steel Lid	
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 D
 Container Specifications
 {Insert Member Agency name}

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

This page intentionally blank

ATTACHMENT E-1

Contamination Measurement Methodology: Single Loads

{Note: No changes were made to this Attachment}

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 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
- 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.

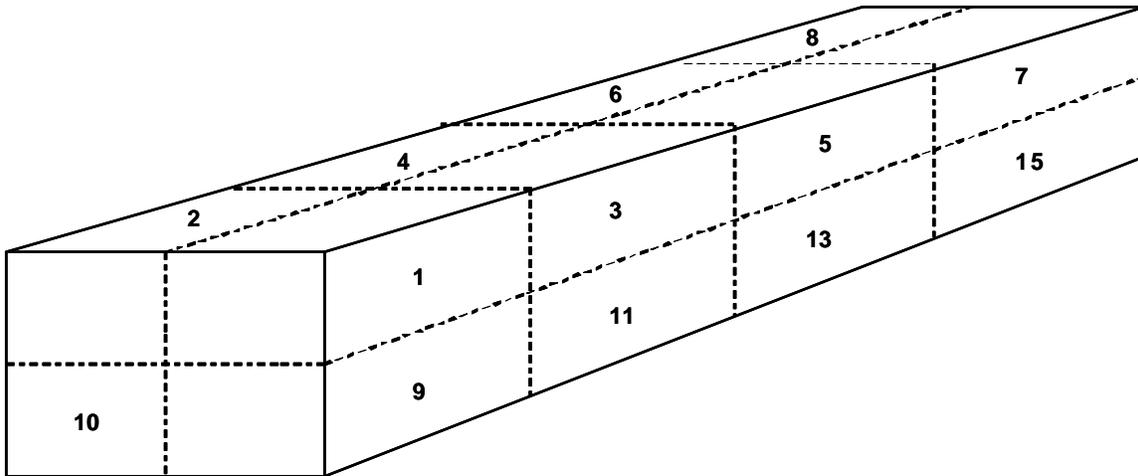
After the loader has extracted the material in the selected cell, the *sampling crew manager* will guide the loader to a designated tarp. Using visual cues the *sampling crew manager* will ensure the *loader operator(s)* deposits the proper quantity of material on the tarp. A shovel may be used to add 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.

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.

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 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*).
- 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

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

$$r_{Carpet} = \sum \frac{5 + 3 + 4}{80 + 70 + 90} = 0.05$$

To find the composition estimate for the component *carpet*, the weights for that material are added for all selected samples and divided by the total sample weights of those samples. The resulting composition is 0.05, or five percent (5%). In other words, five percent (5%) of the sampled material, by weight, is *carpet*. This finding is then projected onto the stratum being examined in this step of the analysis.

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.

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

- **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:*

- 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

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

Figure 3: Example Tally sheet

South Bayside Waste Management Authority: Contamination Sampling								
CONTAMINANTS	Container 1				DATE:		SAMPLE ID:	
	Container 2							
	Container 3				SAMPLING POPULATION:		SAMPLE WEIGHT:	
	Container 4							
	Container 5				TIME:		TRUCK NO.:	
	Container 6							
	Container 7				LOAD NO.:		CELL NO.:	
	Container 8							
	Container 9							
	Container 10							
ACCEPTABLE	Container 1				NOTES:			
	Container 2							
	Container 3							
	Container 4							
	Container 5							
	Container 6							
	Container 7							
	Container 8							
	Container 9							
	Container 10							

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**

This page intentionally blank

**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 CITY OF MENLO PARK, _____ {Insert Member Agency name}, hereinafter called the SURETY, are held and firmly bound to the CITY OF MENLO PARK, _____ {Insert Member Agency name}, a municipal corporation in the State of California, hereinafter called the OBLIGEE, in the sum of seven hundred and forty eight thousand four hundred and six _____ Dollars (\$748,406XXXXXX.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 _____, 20142021 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 _____, 20142021.

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 _____, 20 .2020.

RECOLOGY SAN MATEO COUNTY
(PRINCIPAL)

By: _____
Mark R. Lomele
Senior 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 4st day of ~~January, 2010,~~ ~~2017,~~ {insert Effective Date of Agreement} by RECOLOGY, INC., ~~formerly NORCAL WASTE SYSTEMS, INC.,~~ ("Guarantor"), to the ~~CITY OF MENLO PARK,~~ {Insert Member Agency name}, 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

ATTACHMENT G GUARANTY

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.

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

ATTACHMENT G GUARANTY

out of the Agreement based on Contractor's failure to perform which has not been settled or discharged.

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~~ {Insert Member Agency name and address}
701 Laurel Street
Menlo Park, CA 94025
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: ~~Michael Sangiacomo~~ 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: _____
Roxanne L. Frye
Cary Chen
Corporate Secretary

ATTACHMENT H DELINQUENT PAYMENT POLICY

{Example from City of Menlo Park;
Each Member Agency to use or amend its current Attachment H}

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.

This page intentionally blank

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, ~~Collection service delivery~~ 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, ~~Source Separated and Targeted Recyclable Materials contamination, Organic Materials contamination, Plant Materials contamination,~~ 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, ~~with the exception of Contamination related disincentives which shall be paid by Contractor quarterly.~~

~~The performance incentives and disincentives contained herein will commence after full implementation of the roll-out of new services to Agency, with the exception of Contamination disincentives for Single-Family Targeted Recyclable Materials, which will commence after the first six (6) months of Rate Year One (2011). Agency may defer imposing some standards until after the first six (6) months of the roll-out of new services.~~

1. GENERAL

Agency shall provide an incentive payment to Contractor for exceeding the following ~~three (3)~~ two (2) performance standards:

- Overall Diversion Level
- ~~Single-Family Missed Pick-Up Initial Complaints~~
- Average Speed of Answer

Agency shall assess a disincentive payment to Contractor for not meeting the following ~~eleven (11)~~ five (5) performance standards:

- Minimum Single-Family Diversion Level
- Minimum Commercial Diversion Level
- ~~Maximum Contamination Level — Single-Family Targeted Recyclable Materials~~
- ~~Maximum Contamination Level — Single-Family Organic Materials~~
- ~~Maximum Contamination Level — Commercial Source Separated and Targeted Recyclable Materials~~
- ~~Maximum Contamination Level — Commercial Organic Materials~~
- ~~Maximum Contamination Level — MFD and Commercial Plant Materials~~
- ~~Single-Family Missed Pick-Up Initial Complaints~~
- 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 ~~are~~ is described in detail in Sections 2 ~~–7~~ through 5 of this Attachment. Section ~~86~~ 6 of this Attachment describes the incentive and disincentive payment procedures.

**ATTACHMENT I
PERFORMANCE INCENTIVES AND DISINCENTIVES**

{Remainder of page intentionally blank}

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 ¹ <u>Level</u>	Not applicable	calculated Overall Diversion Level > targeted Overall Diversion Level <u>Level > Average level for the prior five (5) Rate Years as further described in Section 2 of this Attachment</u>	Incentive payment = \$70.00 per Ton
Minimum Single-Family Diversion Level	Level <u>Level < TBD</u> ¹ <u>Level < Average level for the prior five (5) Rate Years as further described in Section 2 of this Attachment</u>	Not applicable	Disincentive payment = \$70.00 per Ton
Minimum Commercial Diversion Level	Level <u>Level < TBD</u> ² <u>Level < Average level for the prior five (5) Rate Years as further described in Section 2 of this Attachment</u>	Not applicable	Disincentive payment = \$70.00 per Ton
Maximum Contamination Level — Residential Targeted Recyclable Materials	Rate Year One level > 20% ³ Rate Year Two (2012) through Ten (2020) level > TBD ⁴	Not applicable	Disincentive payment = \$175.00 per Ton
Maximum Contamination Level — Residential Organic Materials	Level > 5%	Not applicable	Disincentive payment = \$70.00 per Ton

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Maximum Contamination Level—Commercial Targeted Recyclable Materials	Level > 8%	Not applicable	Disincentive payment = \$70.00 per Ton
Maximum Contamination Level—Commercial Organic Materials	Level > 10%	Not applicable	Disincentive payment = \$70.00 per Ton
Maximum Contamination Level—MFD and Commercial Plant Materials	Level > 5%	Not applicable	Disincentive payment = \$70.00 per Ton
Single-Family Missed Pick-Up Initial Complaints	Actual % > 0.1% (1 Complaint per 1,000 Service Opportunities)	Actual % < 0.033% (1 Complaint per 3,000 Service Opportunities)	Incentive or Disincentive payment = \$50.00 per Complaint
Commercial or Single-Family Missed Pick-Up Collection Event 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

~~¹ “TBD” is “to be determined. The minimum Single-Family Diversion Level for Rate Year One (2011) shall equal the calculated Single-Family Diversion Level achieved by the Previous Contractor in 2010 which shall include all Recyclable Materials Collected by Contractor during the Recycling Blitz in 2010. The minimum Single-Family Diversion Level for Rate Year Two (2012) through Ten (2020) shall equal the higher of the following: (i) the Single-Family Diversion Level achieved by Previous Contractor in 2010 including all Recyclable Materials Collected by Contractor during the Recycling Blitz in 2010 or (ii) the Single-Family Diversion Level achieved by Contractor in Rate Year One (2011).~~

~~² “TBD” is “to be determined. The minimum Commercial Diversion Level targeted for Rate Year One shall equal the calculated Commercial Diversion Level achieved by the Previous Contractor in 2010 which shall include all Recyclable Materials Collected by Contractor during the Recycling Blitz in 2010. The minimum Commercial Diversion Level for Rate Year Two shall equal the higher of the following (i) the Commercial Diversion Level achieved by Previous Contractor in 2010 including all Recyclable Materials Collected by Contractor~~

ATTACHMENT I

PERFORMANCE INCENTIVES AND DISINCENTIVES

~~during the Recycling Blitz in 2010 or (ii) the Commercial Diversion Level achieved by Contractor in Rate Year One (2011).~~

~~³ The Single-Family Dwelling Targeted Recyclable Materials maximum Contamination Level is twenty percent (20%) for the last six (6) months of Rate Year One (2011).~~

~~⁴ "TBD" is: "to be determined." The Rate Year Two (2012) through Rate Year Ten (2020) maximum Contamination Level will be established by calculating the arithmetic average of the quarterly results obtained from the sampling for Rate Year One (2011) conducted pursuant to Section 6.02.B and Attachment E-2.~~

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

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:

Example assumptions (actual results will be based on Contractor performance):

Rate Year Two (2012) Results					
Service Sector	Material Type	Tons Collected	Contamination Percent	Contamination Tons	Net Tons
Single-Family	Targeted Recyclable Materials	35,000	7.00%	2,450	32,550
	Other Recyclable Materials	3,000	N/A	N/A	3,000
	Organic Materials	51,000	8.00%	4,080	46,920
	Total Diversion	89,000	N/A	6,530	82,470
	Solid Waste	80,000	N/A	6,530	86,530
	Calculated Single-Family Diversion Level				
Multi-Family	Targeted Recyclable Materials	8,000	9.00%	720	7,280
	Other Recyclable Materials	1,000	N/A	N/A	1,000
	Organic Materials	6,000	9.00%	540	5,460
	Plant Materials	1,000	2.00%	20	980
	Total Diversion	16,000	N/A	1,280	14,720
	Solid Waste	30,000	N/A	1,280	31,280
Commercial	Targeted Recyclable Materials	28,000	6.00%	1,680	26,320
	Other Recyclable Materials	2,000	N/A	N/A	2,000
	Organic Materials	13,000	6.00%	780	12,220
	Plant Materials	5,000	4.00%	200	4,800
	Total Diversion	48,000	N/A	2,660	45,340
	Solid Waste	147,000	N/A	2,660	149,660
Agency Facilities	Targeted Recyclable Materials	2,000	6.00%	120	1,880
	Other Recyclable Materials	500	N/A	N/A	500
	Organic Materials	500	6.00%	30	470
	Plant Materials	200	4.00%	8	192
	Total Diversion	3,200	N/A	158	3,042
	Solid Waste	9,000	N/A	158	9,158
Multi-Family, Commercial and Agency Facilities Total	Targeted Recyclable Materials	38,000	N/A	2,520	35,480
	Other Recyclable Materials	3,500		N/A	3,500
	Organic Materials	19,500		1,350	18,150
	Plant Materials	6,200		228	5,972
	Total Diversion	67,200		4,098	63,102
	Solid Waste	186,000		4,098	190,098
Calculated Commercial Diversion Level¹					24.92%
Single-Family, Multi-Family, Commercial and Agency Facilities ²	Targeted Recyclable Materials	73,000	N/A	4,970	68,030
	Other Recyclable Materials	6,500	N/A	N/A	6,500
	Organic Materials	70,500	N/A	5,430	65,070
	Plant Materials	6,200	N/A	228	5,972
	Total Diversion	156,200	N/A	10,628	145,572
	Solid Waste	266,000	N/A	4,098	276,628
Calculated Overall Annual Diversion Level²					34.48%

¹ Commercial Diversion includes: Multi-Family, Commercial and Agency Facility Service Sectors.

² Overall Diversion Level includes Single-Family, Multi-Family, Commercial and Agency Facility Service Sectors.

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

TABLE 2

Service Sector	Material Type	Annual Tons Collected	Calculated Diversion Level
Single-Family			
	Targeted Recyclable Materials	35,000	
	Other Recyclable Materials	3,000	
	Organic Materials	<u>51,000</u>	
	Total Materials for Diversion	89,000	
	Solid Waste	<u>80,000</u>	
	Total Materials Collected	169,000	
	Calculated Single-Family Diversion Level		52.7%
Multi-Family			
	Targeted Recyclable Materials	8,000	
	Other Recyclable Materials	1,000	
	Organic Materials	6,000	
	Plant Materials	<u>1,000</u>	
	Total Materials for Diversion	16,000	
	Solid Waste	<u>30,000</u>	
	Total Materials Collected	46,000	
	Calculated Diversion Level		34.8%
Commercial			
	Targeted Recyclable Materials	28,000	
	Other Recyclable Materials	2,000	
	Organic Materials	13,000	
	Plant Materials	<u>5,000</u>	
	Total Materials for Diversion	48,000	
	Solid Waste	<u>147,000</u>	
	Total Materials Collected	195,000	
	Calculated Diversion Level		24.6%
Agency Facilities			
	Targeted Recyclable Materials	2,000	
	Other Recyclable Materials	500	
	Organic Materials	500	
	Plant Materials	<u>200</u>	
	Total Materials for Diversion	3,200	
	Solid Waste	<u>9,000</u>	
	Total Materials Collected	12,200	
	Calculated Diversion Level		26.2%
Commercial (includes Multi-Family, Commercial, and Agency Facilities)			
	Targeted Recyclable Materials	38,000	
	Other Recyclable Materials	3,500	
	Organic Materials	19,500	
	Plant Materials	<u>6,200</u>	
	Total Materials for Diversion	67,200	
	Solid Waste	<u>186,000</u>	
	Total Materials Collected	253,200	
	Calculated Commercial Diversion Level		26.5%
Overall (includes Single-Family, Multi-Family, Commercial, and Agency Facilities)			
	Targeted Recyclable Materials	73,000	
	Other Recyclable Materials	6,500	
	Organic Materials	70,500	
	Plant Materials	<u>6,200</u>	
	Total Materials for Diversion	156,200	
	Solid Waste	<u>266,000</u>	
	Total Materials Collected	422,200	
	Calculated Overall Diversion Level		37.0%

ATTACHMENT I

PERFORMANCE INCENTIVES AND DISINCENTIVES

Exceptional Diversion Level Performance

~~For Rate Years Two (2012) through Ten (2020) Contractor shall receive an incentive payment if the calculated Overall Diversion Level achieved by Contractor in any given Rate Year exceeds (i) the highest calculated Overall Diversion Level achieved by Contractor in a prior Rate Year during the Term or (ii) the Overall Diversion Level achieved by Previous Contractor in 2010 which shall include all Recyclable Materials Collected by Contractor during the Recycling Blitz, 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 Previous Contractor achieves a potential for an incentive payment for completed Rate Year Sixteen, the Rate Year Sixteen Overall Diversion Level of 36.45% (including all Recyclable Materials Collected by Contractor during the Recycling Blitz) in 2010 and Contractor achieves an shall be compared to the average of the calculated Overall Diversion Level of 35.58% in Rate Year One, the Contractor must achieve an Overall Diversion Level greater than 36.45% in any given Rate Year to receive an incentive payment for Rate Years Eleven, Twelve, Thirteen, Fourteen, and Fifteen.~~

~~If Contractor achieves Continuing the example, if the calculated Overall Diversion Levels for Rate Years Two, Three, Four, Eleven through Fifteen were 36.5%, 36.7%, 36.8%, 36.9% and Five of 37.66%, 38.59%, 38.38% and 37.641%, respectively, Contractor shall receive 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 for Rate Year Three only and the Overall Diversion Level that must be exceeded is 38.59% in future Rate Years, unless a higher Overall Diversion Level is achieved.~~

~~The targeted Overall Diversion Level shall be calculated based on the methodology used in the following example:~~

~~Example assumptions (actual results will be based on Contractor performance):~~

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Rate Year	Diversion Level	Tons Diverted	Tons Disposed	Total Tons Collected	Disincentive Payment (\$70.00 per net Ton Diverted)	Incentive Payment (\$70.00 per net Ton Diverted)
Calculated Single-Family Diversion Level for 2013	49.42%	83,700	85,658	169,358		
Minimum Single-Family Diversion Level for 2012	48.80%	82,470	86,530	169,000		
Variance from 2012 to 2013	0.62%			1,055.30	None	N/A
Calculated Commercial Diversion Level for 2013	24.70%	62,010	189,000	251,010		
Minimum Commercial Diversion Level for 2012	24.92%	63,102	190,098	253,200		
Variance from 2012 to 2013	-0.22%			-546.21	-\$38,234.88	N/A
Calculated Overall Diversion Level for 2013	34.66%	145,710	274,658	420,368		
Targeted Overall Diversion Level for 2012	34.48%	145,572	276,628	422,200		
Variance from 2012 to 2013	0.18%			769.66	N/A	\$53,876.37
New Targeted Overall Diversion Level for 2014	34.66%					
Summary:					Net Payment Due: Positive Amount Due Contractor and Negative Amount Due Agencies	\$15,641.50
Single-Family Diversion =	<u>Variance</u> 0.62%	Positive results in no Disincentive due				
Commercial Diversion =	-0.22%	Negative results in Disincentive due				
Overall Diversion =	0.18%	Positive results in Incentive due				

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:

<u>Total Tons of material actually Collected:</u>	<u>422,200</u>
<u>Tons of Recyclable Material* required to be Collected to meet threshold:</u>	<u>155,370 (= 422,200 x 0.368)</u>
<u>Tons of Recyclable Material* actually Collected:</u>	<u>156,200</u>
<u>Amount by which Contractor exceeded threshold:</u>	<u>830 (= 156,200 – 155,370)</u>
<u>Incentive payment:</u>	<u>\$58,100 (= 830 x \$70.00)**</u>

ATTACHMENT I

PERFORMANCE INCENTIVES AND DISINCENTIVES

* 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

~~For Rate Years One (2011) through Ten (2020), Contractor shall be assessed a Disincentive Payment if the calculated Single-Family Diversion Level is less than the targeted (minimum) 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.~~

~~The minimum Single-Family Diversion Level for Rate Year One (2011) shall equal the calculated Single-Family Diversion Level achieved by the Previous Contractor in 2010 including all Recyclable Materials Tons Collected by Contractor during the Recycling Blitz. The minimum Single-Family Diversion Level for Rate Year Two (2012) through Rate Year Ten (2020) shall equal the higher of the following: (i) the Single-Family Diversion Level achieved by Previous Contractor in 2010 including all Recyclable Materials Tons Collected by Contractor during the Recycling Blitz or (ii) the Single-Family Diversion Level achieved by Contractor in Rate Year One (2011).~~

~~For example:~~

- ~~• If the Previous Contractor achieves a Single-Family Diversion Level of 44.45% in 2010 and Contractor's calculated Single-Family Diversion Level is 43.85% in Rate Year One (2011), Contractor shall be assessed a disincentive payment for Rate Year One.~~
- ~~• If the Previous Contractor achieves a Single-Family Diversion Level of 44.45% in 2010 and Contractor achieves calculated Single-Family Diversion Levels of 46.85% in Rate Year One and 45.54% in Rate Year Two, the targeted Single-Family Diversion Level for Rate Years Three (2013) through Ten (2020) shall be 46.85%.~~

Minimum Commercial Diversion Level

~~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~~

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

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 Rate Years One (2011) through Ten (2020), Contractor shall be assessed a Disincentive Payment if the calculated Commercial Diversion Level is less than the calculated Commercial Diversion Levels targeted (minimum) Commercial Diversion Level. The minimum Commercial Diversion Level for Rate Year One (2011) shall equal the calculated Commercial Diversion Level achieved by the Previous Contractor in 2010 including all Recyclable Materials Tons Collected by Contractor during the Recycling Blitz. The minimum Commercial Diversion Level for Rate Year Two (2012) through Rate Year Ten (2020) shall equal the higher of the following: (i) the Commercial Diversion Level achieved by Previous Contractor in 2010 including all Recyclable Materials Tons Collected by Contractor during the Recycling Blitz or (ii) the Commercial Diversion Level achieved by Contractor in Rate Year One (2011).~~

For example:

~~If the Previous Contractor achieves a Commercial Diversion Level of 21.35% in 2010 and the Commercial Recyclable Materials Tons Collected by Contractor during the Recycling Blitz increases this Diversion level to 26.35% and Contractor's calculated Commercial Diversion Level is 25.85% in Rate Year One, Contractor shall be assessed a disincentive payment for Rate Year One.~~

~~If the Previous Contractor's activities in 2010 and Contractor's Recycling Blitz activities combined achieve a Commercial Diversion Level of 26.35% in 2010 and Contractor achieves calculated Commercial Diversion Levels of 27.13% in Rate Year One and 25.38% in Rate Year Two, the targeted Single-Family Diversion Level for Rate Years Three through Nine shall be 27.13%.~~

ATTACHMENT I

PERFORMANCE INCENTIVES AND DISINCENTIVES

~~3. CONTAMINATION LEVELS~~

~~Contamination Level Requirements~~

~~The maximum Contamination Levels shall be:~~

- ~~• Rate Year One (2011) Single-Family Targeted Recyclable Materials = twenty percent (20%) for the last six (6) months of Rate Year One (2011)~~
- ~~• Rate Year Two (2012) through Ten (2020) Single-Family Targeted Recyclable Materials = TBD%~~
- ~~• "TBD" is: To Be Determined. The Rate Year Two (2012) through Rate Year Ten (2020) maximum Contamination Level will be established by calculating the arithmetic average of the quarterly results obtained from the sampling for Rate Year One (2011) conducted pursuant to Section 6.02.B and Attachment E-2.~~
- ~~• Residential Organic Materials = 5%~~
- ~~• Commercial Source Separated and Targeted Recyclable Materials = 8%~~
- ~~• Commercial Organic Materials = 10%~~
- ~~• MFD and Commercial Plant Materials = 5%~~
- ~~• **Contamination Disincentive Payment shall be:**~~
- ~~• \$175.00 per Ton for Single-Family Targeted Recyclable Materials~~
- ~~• \$70.00 per Ton for Commercial Source Separated and Targeted Recyclable Materials~~
- ~~• \$70.00 per Ton for Organic Materials~~
- ~~• \$70.00 per Ton for Plant Materials~~
- ~~• The Contamination Levels achieved will be determined based on the results of the Contamination Measurement Procedure conducted pursuant to Section 6.02.B and Attachment E-2.~~
- ~~• **Contamination Disincentive Payment**~~
- ~~• Contractor shall be assessed a disincentive payment for exceeding the maximum Contamination Level(s), based on the methodology shown in the following example:~~

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Material Type	Tons Collected	Allowable Contamination Threshold	Measured Contamination Level	Variance	Tons	Payment Amount	Payment Due
Single-Family Targeted Recyclable Materials	35,000	6.20%	7.10%	0.90%	315	\$175	\$55,125
Commercial Targeted Recyclable Materials	38,000	8.00%	6.40%	-1.60%	N/A	\$70	N/A
Residential Organic Materials	51,000	5.00%	4.82%	-0.18%	N/A	\$70	N/A
Commercial Organic Materials	13,000	10.00%	8.50%	-1.50%	N/A	\$70	N/A
Multi-Family and Commercial Plant Materials	6,000	5.00%	5.60%	0.60%	36	\$70	\$2,520
						Total	\$57,645

~~4. SINGLE-FAMILY MISSED PICK-UP INITIAL COMPLAINTS~~

~~Incentive Payment for Exceptionally Low Missed Pick-Up Initial Complaint Level~~

~~Contractor shall receive an incentive payment if the percentage of Missed Pick-Up Initial Complaints for Agency is less than one (1) per three thousand (1:3,000) of the total Single-Family Service Opportunities during the monthly reporting period (e.g., 15,000 SFD that are provided service for three carts or 45,000 total weekly Service Opportunities x 4.33 weeks per month = 194,850 Service Opportunities per month, which equates to a total allowance of 58 or fewer Missed Pick-Up Initial Complaints each month; or, the total number of Complaints is less 0.033% of all Service Opportunities). In such cases, the incentive payment shall be calculated based on the following example:~~

~~Actual number of Missed Pick-Up Initial Complaints = 36~~

~~Allowable threshold of Missed Pick-Up Initial Complaints = 58~~

~~Incentive Payment = \$50 per complaint~~

~~Incentive = Actual number < 0.033% of monthly Service Opportunities (i.e., 58)~~

~~36 - 58 = -22 = <58~~

~~22 x \$50 = \$1,100~~

~~If the percentage of Single-Family Missed Pick-Up Initial Complaints for Agency is equal to or greater than one per three thousand (1:3,000) Service Opportunities during the monthly reporting period, no incentive payment shall be provided for the monthly reporting period.~~

ATTACHMENT I

PERFORMANCE INCENTIVES AND DISINCENTIVES

~~Disincentive Payment for Excessive Initial Single-Family Missed Pick-Up Complaints~~

~~Contractor shall be assessed a disincentive payment if the percentage of Contractor's Missed Pick-Up Initial Complaints for Agency is less than one per one-thousand (1:1,000) Service Opportunities each month. If Contractor exceeds the minimum Missed Pick-Up Initial Complaints threshold, Agency shall assess a disincentive payment based on the following example:~~

~~Actual number of Single-Family Missed Pick-Up Initial Complaints = 267~~

~~Allowable threshold of Single-Family Missed Pick-Up Complaints = 195~~

~~**Disincentive Payment = \$50 per complaint**~~

~~Disincentive = Actual number > 0.1% of monthly Service Opportunities (i.e., 195)~~

~~267 - 195 = 72~~

~~72 * \$50 = \$3,600~~

~~5.~~ **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

~~**Disincentive Payment = \$50 per Missed Pick-Up Collection Event**~~

~~Example disincentive payment calculation: 87 x \$50 = \$4,350~~

64. 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. ~~In such cases,~~ 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

ATTACHMENT I

PERFORMANCE INCENTIVES AND DISINCENTIVES

~~Speed of Answer = \$500.00 per second~~

~~Incentive = Incentive payment is required if the~~ Actual Average < 15 seconds

~~14—Example incentive payment calculation: 15 - 14 = 1 second~~

~~1 x \$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 ~~less~~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 ~~this~~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

~~Speed of Answer Disincentive payment = \$500.00 per second~~

~~Disincentive = Disincentive payment is required if the~~ Actual Average > 30 seconds

~~Example disincentive payment calculation: 47 - 30 = 17 seconds~~

~~17 x \$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.

ATTACHMENT I

PERFORMANCE INCENTIVES AND DISINCENTIVES

75. NINETY SECOND (90) MAXIMUM HOLD TIME

~~The maximum Hold Time shall be ninety (90) seconds.~~ 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 the Ninety (90) Second 90 second Hold Time in excess of 5% threshold = $1,281 - 969 = 312$

Disincentive Payment = \$5.00 per call

Example disincentive payment calculation: $312 \times \$5.00 = \$1,560$

86. 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, 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 based on the Tons of Solid Waste Collected in the previous Rate Year by Contractor ~~or for Rate Year One (2011) by Previous Contractor in 2010.~~ Performance incentives and disincentives for Single-Family Missed Pick-Up ~~Initial Complaints and Single-Family Missed Pick-Up~~ Collection Events shall be calculated separately for each Agency. ~~Disincentive assessments for Contamination shall be calculated in aggregate and paid to the SBWMA quarterly pursuant to Agreement Sections 9.06 and 11.07, and Section 8.D of this Attachment.~~

ATTACHMENT I

PERFORMANCE INCENTIVES AND DISINCENTIVES

The incentives and disincentives that will be calculated monthly include:

- ~~Single-Family Missed Pick-Up Initial Complaints~~
- Commercial or Single-Family Missed Pick-Up Collection Events
- Average Speed of Answer
- Ninety (90) Second Maximum Hold Time

~~The disincentives that will be calculated quarterly include:~~

- ~~Single-Family Targeted Recyclable Materials maximum Contamination Level~~
- ~~Single-Family Organic Materials maximum Contamination Level~~
- ~~Commercial Source Separated and Targeted Recyclable Materials maximum Contamination Level~~
- ~~Commercial Organic Materials maximum Contamination Level~~
- ~~MFD and Commercial Plant Materials maximum Contamination Level~~

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 ~~–7 of this Attachment I 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. ~~Payment by Contractor for Contamination related performance disincentives that are calculated quarterly shall be paid to the SBWMA within ten (10) days after submittal of Contractor's quarterly report. 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.

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

- 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.

~~Agency intends to suspend imposition of select liquidated damages for the initial six (6) months of Collection Service, provided that Contractor diligently applies its best efforts to minimize the occurrence of events which can result in the imposition of liquidated damages. The liquidated damages that will be suspended for the initial six (6) months of collection service are denoted with an asterisk (i.e., " * "). If Contractor does not exert such best efforts, as determined by Agency, Agency may, after notice to Contractor, end this policy and begin enforcement of the performance standards through liquidated damages.~~

~~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.~~

~~*{Remainder of page intentionally blank}*~~

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 quarterly 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 quarterly 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 quarterly 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 quarterly 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.HJ.	Contractor shall print a report on a quarterly 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 quarterly 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 quarterly 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.	<u>Untimely Scheduling of Bulky Item Collections</u>	<u>No incidents or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.</u>	<u>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.</u>	<u>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.</u>	<u>\$100 per incident</u>

TABLE 1

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
10.	<u>Abandoned Waste</u>	<u>No incidents or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.</u>	<u>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..</u>	<u>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.</u>	<u>\$100 per incident</u>
	Customer Service Quality				
1.	<u>*Untimely Resolution of Complaints and Inquiries</u>	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 <u>above in Attachment I</u> 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			
Liquidated Damages Number	Member Agency	Monthly Percentage Threshold (Based on Total Monthly SFD Service Opportunities)	Acceptable Performance Level Allowance
1.A, 1.B, 1.C			
	Atherton	2.49%	1
	Belmont	7.13%	2
	Burlingame	6.99%	2
	Hillsborough	3.92%	1
	EPA	4.54%	1
	Foster City	7.08%	2
	Menlo Park	8.40%	3
	Redwood City	18.72%	6
	Menlo Park	9.22%	3
	San Mateo	21.02%	6
	San Mateo County	2.86%	1
	WBSD	2.28%	1
	Uninc. County	5.32%	2
	Total		30
2			
	Atherton	2.49%	1
	Belmont	7.13%	4
	Burlingame	6.99%	4
	Hillsborough	3.92%	2
	EPA	4.54%	3
	Foster City	7.08%	4
	Menlo Park	8.40%	5
	Redwood City	18.72%	11
	San Carlos	9.22%	6
	San Mateo	21.02%	13
	San Mateo County	2.86%	2
	WBSD	2.28%	1
	Uninc. County	5.32%	3
	Total		60

Table 2

Liquidated Damages Number	Member Agency	Monthly Percentage Threshold (Based on Total Monthly SFD Service Opportunities)	Acceptable Performance Level Allowance
3			
	Atherton	2.49%	12
	Belmont	7.13%	36
	Burlingame	6.99%	35
	Hillsborough	3.92%	20
	EPA	4.54%	23
	Foster City	7.08%	35
	Menlo Park	8.40%	42
	Redwood City	18.72%	94
	San Carlos	9.22%	46
	San Mateo	21.02%	105
	San Mateo County	2.86%	14
	WBSD	2.28%	11
	Uninc. County	5.32%	27
	Total		500
5			
	Atherton	2.49%	1
	Belmont	7.13%	4
	Burlingame	6.99%	4
	Hillsborough	3.92%	2
	EPA	4.54%	3
	Foster City	7.08%	4
	Menlo Park	8.40%	5
	Redwood City	18.72%	11
	San Carlos	9.22%	6
	San Mateo	21.02%	13
	San Mateo County	2.86%	2
	WBSD	2.28%	1
	Uninc. County	5.32%	3
	Total		60

Table 2			
Liquidated Damages Number	Member Agency	Monthly Percentage Threshold (Based on Total Monthly SFD Service Opportunities)	Acceptable Performance Level Allowance
7, 7.A			
	Atherton	2.49%	3
	Belmont	7.13%	9
	Burlingame	6.99%	8
	Hillsborough	3.92%	5
	EPA	4.54%	5
	Foster City	7.08%	9
	Menlo Park	8.40%	10
	Redwood City	18.72%	22
	San Carlos	9.22%	11
	San Mateo	21.02%	25
	San Mateo County	2.86%	3
	WBSD	2.28%	3
	Uninc. County	5.32%	6
	Total		120

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.

This page intentionally blank

Attachment K
Contractor's Compensation
and
Rate Setting Process

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. DEFINITIONS	3
3. CONTRACTOR ACCOUNTABILITY FOR PROPOSAL ASSUMPTIONS	6
4. ADJUSTMENTS TO CONTRACTOR’S COMPENSATION	7
5. POSSIBLE CARRY FORWARD OF ANNUAL COMPENSATION ADJUSTMENTS ABOVE 5%	8
6. APPLICATION FOR CONTRACTOR’S COMPENSATION ADJUSTMENT	19
7. SBWMA REVIEW OF APPLICATION	21
8. ALLOCATION OF CONTRACTOR’S COMPENSATION AMONG MEMBER AGENCIES	22
9. PASS-THROUGH COSTS	24
10. REVENUE RECONCILIATION OF GROSS REVENUE BILLED TO APPROVED CONTRACTOR’S COMPENSATION FOR MOST-RECENTLY COMPLETED YEAR	25
11. PREPARATION AND REVIEW OF REPORTS.....	26
12. PERFORMANCE INCENTIVES AND DISINCENTIVES FOR CONTRACTOR’S PERFORMANCE	27
13. RATE SETTING	27

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

1. Introduction

As provided in Article 11 of the Agreement, Member Agencies expect the ~~South Bayside Waste Management Authority (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 ~~charged 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 ~~Proposal~~ Compensation assumptions (Section 23); the procedures by which specific elements of Contractor's Compensation will be adjusted annually (Section 3); 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 ~~compensation (section 4)~~ Contractor's Compensation (Section 5); the actions to be taken by SBWMA in reviewing that Application (Section 56); allocating Contractor's ~~overall~~ Compensation among Member Agencies (Section 67); an explanation of Pass-Through Costs (Section 78); reconciling the revenue earned by Contractor each Rate Year with the approved Contractor's Compensation for that ~~year (section 8)~~ Rate Year (Section 9); preparing and reviewing reports to Member Agencies with recommendations for adjustments in each Member Agency's Rates (Section 910); a discussion of Performance Incentives and Disincentives (Section 1011); and the role of each Member Agency in establishing Rates and the Rate structure (Section 1112).

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. ~~Such modifications shall not change the methodology for allocation of costs among Member Agencies.~~ Before implementing any such modifications, SBWMA will provide at least thirty (30) Days prior written notice to ~~Agency and all other~~ 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).

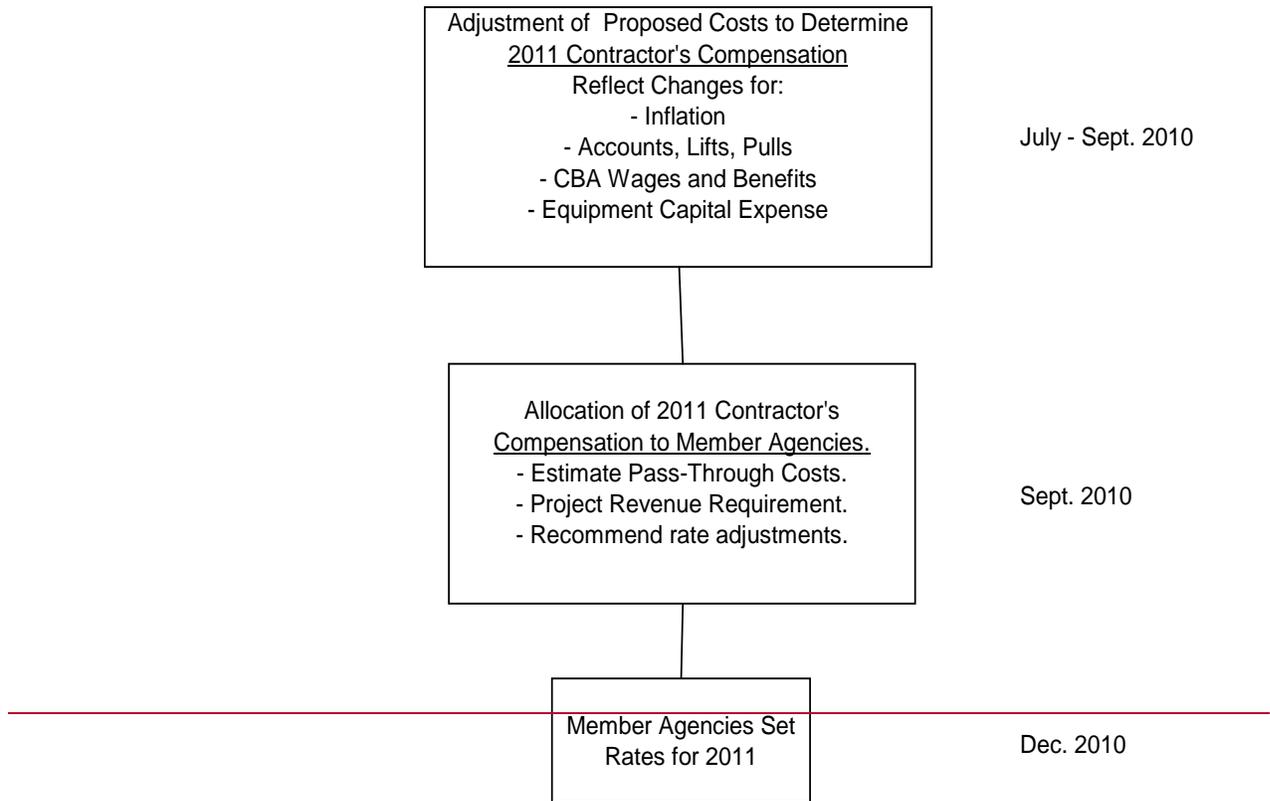
2. Definitions

The following terms are defined for determining 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 and rates 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 ~~One (2011)~~, minus the average CPI value for 12-month period ending April of the most-recently-completed Rate Year, divided by the average CPI value for the 12-month period ending April of the most-recently completed Rate Year. The Annual Index Change shall be rounded to the nearest thousandth. The Annual Index Change may be a positive or negative value, which results in increases or decreases when costs are adjusted pursuant to Section 4.

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

**Figure K-1
Determination of Contractor's Compensation for Rate Year One (2011)**



**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

For example, if the Contractor is preparing its Application for Contractor's Compensation to be effective for Rate Year Twelve (2022), the Annual Index Change for CPI-U shall be calculated as follows: [(Average CPI-U for May 2020 through April 2021) – (Average CPI-U for May 2019 through April 2020)] / (Average CPI-U for May 2019 through April 2020).

B. "CPI-U" means the All Urban Consumers Index (CPI-U) compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters.

CPI-U Parameters:

Area – San Francisco-Oakland-San Jose Metropolitan Area
Item – All Items
Base Period – Current 1982-84=100
Not seasonally adjusted
Periodicity – Bi-monthly
Series ID – CUURA422SA0

C. "CPI-U-Motor Fuel" is the index that shall be used to adjust diesel fuel costs and means All Urban Consumers Index for Motor Fuel compiled and published by the U. S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters:

CPI-U-Motor Fuel Parameters:

Area – San Francisco-Oakland-San Jose Metropolitan Area
Item – Motor Fuel
Base Period – Current 1982-84=100
Not seasonally adjusted
Periodicity – Monthly
Series ID – CUURA422SETB

D. "CPI-W-Wages" means the Consumer Price Index, Urban Wage Earners and Clerical Workers compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters.

CPI-W Parameters:

Area – San Francisco-Oakland-San Jose Metropolitan Area
Item – All Items
Base Period – Current 1982-84=100
Not seasonally adjusted
Periodicity – Bi-monthly
Series ID – CWURA422SA0

E. "CPI-W-Medical" means the Consumer Price Index, Urban Wage Earners and Clerical Workers, Medical Care, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters.

CPI-W-Medical Parameters:

Area – San Francisco-Oakland-San Jose Metropolitan Area
Item – Medical Care

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

Base Period – Current 1982-84=100
Not seasonally adjusted
Periodicity – Bi-monthly
Series ID – CWURA422SAM

- F. “Compensation Adjustment Factor” means the amount of change in the Contractor’s Compensation for the then-current Rate Year compared to the coming Rate Year.
- G. “Potential Cap Carry Forward” means the amount of Member Agency’s share of Contractor’s Compensation for the coming Rate Year that Member Agency may elect to defer (carry forward) to the subsequent Rate Year, which is calculated as provided in Section 5.
- H. “Cap Carry Forward” means the amount that Member Agency actually elects to defer (carry forward) from the coming Rate Year to the subsequent Rate Year pursuant to Section 5, which shall be included in Member Agency’s share of Contractor’s Compensation as an adjustment for such subsequent Rate Year.
- I. “Direct Cost” means those costs directly attributable to the provision of Collection services including, but not limited to, costs for Collection vehicle personnel and related benefits, payroll taxes, and workers compensation insurance; Collection vehicle fuel; and other direct costs.
- J. “Indirect Cost” means those costs not directly attributable to provision of Collection service, which costs are aggregated into an overhead cost pool(s). Indirect costs include, but are not limited to, costs for general and administrative, general operations, vehicle maintenance, and container maintenance costs.

3. Contractor Accountability for Proposal Assumptions

The method of adjusting Contractor’s Compensation holds Contractor accountable for several projections and assumptions on which its ~~Proposal was 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 ~~or regulations~~ 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 ~~reviewed~~ 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 ~~Contractor’s Proposal~~ Attachment N and actual route productivity.
- ~~Container Placement (Curbside or Backyard) Rates – Contractor’s Proposal was based on its best estimate of the number of Single Family Dwelling Customers who will place their Containers Curbside for Collection or choose to pay additional fees for backyard Collection. No adjustments to~~

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

~~Contractor's Compensation will be made for differences between estimated and actual levels, unless the Agency's adjustment of rates results in a migration between Curbside and Backyard Service resulting in a change of two percent (2%) in Contractor costs per Section 11.07.C.~~

- ~~• Weekly 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 ~~weekly~~ Targeted Recyclable Materials and Organic Materials Collection Service is incorporated into the baseline costs shown on Attachment N. No adjustments to Contractor's Compensation will be made for differences between estimated and actual participation levels with the exception of adjustments for changes in service level pursuant to Section 4 of this Attachment.~~

34. Adjustments to Contractor's Compensation

The annual process for adjusting Contractor's Compensation is summarized in Table 1. Column One of the table ~~illustrates~~describes the adjustment of ~~2008 Contractor's projected 2021~~ costs shown on Attachment N ~~in 2010~~ to establish Rate Year ~~One (2011)~~Eleven (2021) Contractor's Compensation; Column Two describes annual adjustments to determine Contractor's Compensation for Rate Year ~~Two (2012) and each year thereafter~~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:

- ~~• With regard to changes in service levels (i.e., accounts, lifts~~Single-family Solid Waste
- ~~• Single-family Targeted Recyclable Materials (including Household Batteries, Cell Phones, Used Motor Oil, and pulls), adjustments to Contractor's costs in 2010 to establish 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 for Rate Year One (2011) and in 2012 to establish~~shall equal the sum of Contractor's Compensation for Rate Year Three (2013) will be made as described in Table 1 and 2, each of the above Lines of Business. For purposes of Attachment K, "Multi-Family and Commercial" shall be considered one Service Sector.

~~Contractor's Compensation will be adjusted by the change in~~Table 1 describes the process for adjusting costs for service level changes (in addition to other adjustments to costs). The Parties agree that service levels for Rate Year One and Rate Year Three only. No adjustments to reflect level changes in shall not be made for Contractor's Compensation for Single-family and Multi-Family Bulky Item Materials (two

ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS

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 levels-events, as set forth in Section 5.05.H of the Agreement.

All other adjustments described in Table 1 shall be made after the adjustments made in 2012, when calculating 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.

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 ~~Three (2013)~~ 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.

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

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 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><u>A. Direct Labor-Related Costs for Collection Vehicle Route Personnel Represented Through Collective Bargaining Agreements (CBA).</u></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><u>Step One:</u></p> <ul style="list-style-type: none"> <u>Direct Wages for CBAs: Annually adjust Wage costs by 100% of the Annual Index Change using the CPI-W-Wages.</u> <u>Benefits for CBAs: Annually adjust Health Benefit costs by 100% of the Annual Index Change using CPI-W-Medical.</u> <u>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).</u> <u>Workers Compensation Insurance: Annually adjust worker's compensation costs by 100% of the Annual Index Change in the CPI-W-Wages.</u> <p><u>Step Two:</u></p> <ul style="list-style-type: none"> <u>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.</u>

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

<u>Cost</u>	<u>Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation</u>	<u>Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)</u>
<u>B. Direct Fuel Costs for All Contractor Vehicles including Collection Vehicles, Support Vehicles, and Supervisor's Vehicles</u>	<ul style="list-style-type: none"> • <u>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))]</u>. • <u>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.</u> 	<ul style="list-style-type: none"> • <u>Step One: Annually adjust direct fuel costs by 100% of the Annual Index Change for the CPI-U-Motor Fuel.</u> • <u>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.</u>
<u>C. Other Direct Costs for Collection Services</u>	<ul style="list-style-type: none"> • <u>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.</u> 	<ul style="list-style-type: none"> • <u>Step One: Annually adjust Other Direct Costs by 100% of the Annual Index Change using CPI-U.</u> • <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.</u>

**ATTACHMENT K
CONTRACTOR’S COMPENSATION AND RATE SETTING PROCESS**

<p><u>D. Depreciation for All Contractor Vehicles including Collection Vehicles, Support Vehicles, and Supervisor’s Vehicles</u></p>	<p><u>The annual depreciation amount shall equal \$3,056,022, which is the projected amount for 2021 as specified in Attachment N.</u></p>	<ul style="list-style-type: none"> • <u>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.</u> • <u>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.</u> • <u>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:</u> <ul style="list-style-type: none"> - <u>“Annual Depreciation Cost Difference” = Actual cost of vehicles less projected vehicle costs of \$48,724,246, divided by 9 years.</u> - <u>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</u>
--	--	---

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

<u>Cost</u>	<u>Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation</u>	<u>Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)</u>
		<p><u>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).</u></p> <p><u>- Contractor shall not be compensated for any additional vehicle depreciation beyond \$3,406,022 per year.</u></p>
<u>E. Depreciation - Containers</u>	<ul style="list-style-type: none"> • <u>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).</u> • <u>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.</u> 	<ul style="list-style-type: none"> • <u>Same method as shown for Rate Year Eleven (2021).</u>
<u>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</u>	<u>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.</u>	<ul style="list-style-type: none"> • <u>Step One: Annually adjust Allocated Indirect Costs by 100% of the Annual Index Change using CPI-U.</u> • <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.</u>

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

<u>Cost</u>	<u>Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation</u>	<u>Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)</u>
<u>G. Total Allocated Indirect Depreciation Costs (e.g., depreciation costs related to General and Administrative, Operations, Vehicle Maintenance, and Container Maintenance services)</u>	<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.
<u>Total Annual Cost of Operations</u>	<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.
<u>PROFIT</u>		
<u>Profit</u>	<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).
<u>CONTRACTOR PASS-THROUGH COSTS</u>		

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

<u>Cost</u>	<u>Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation</u>	<u>Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)</u>
<u>A. Regulatory Agency Fees</u>	<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).
<u>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)</u>	<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.
<u>C. Contract Changes to Specific Agencies</u>	<ul style="list-style-type: none"> <u>{Note: This line item is included to address any Agency-specific costs and annual adjustment thereof (e.g., billing, street sweeping, etc.). Agency and Contractor to negotiate relevant compensation adjustment language, if applicable.}</u> 	<ul style="list-style-type: none"> <u>{Note: This line item is included to address any Agency-specific costs and annual adjustment thereof (e.g., billing, street sweeping, etc.). Agency and Contractor to negotiate relevant compensation adjustment language, if applicable.}</u>

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

<u>Cost</u>	<u>Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation</u>	<u>Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)</u>
<u>D. Cap Carry Forward</u> <u>The Cap Carry Forward methodology is described in Section 5 above. A hypothetical example of the Cap Carry Forward is provided in Table 3.</u>	<ul style="list-style-type: none"> • <u>The Cap Carry Forward shall not be applicable in Rate Year Eleven (2021)</u> 	<ul style="list-style-type: none"> • <u>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.</u> • <u>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.</u>
<u>Total Contractor Pass-Through Costs</u>	<ul style="list-style-type: none"> • <u>Calculated as the sum of the Contractor Pass-Through Costs.</u> 	<ul style="list-style-type: none"> • <u>Same method as shown for Rate Year Eleven (2021).</u>
<u>CONTRACTOR'S COMPENSATION</u>	<ul style="list-style-type: none"> • <u>Calculated as the sum of Total Annual Cost of Operations, Profit, and Contractor's Pass-Through Costs.</u> 	<ul style="list-style-type: none"> • <u>Same method as shown for Rate Year Eleven (2021).</u>
<u>OTHER ADJUSTMENTS</u>		
<u>Incentives/Disincentives Payments</u>	<ul style="list-style-type: none"> • <u>Amount varies annually based on actuals pursuant to Section 12 of Attachment K.</u> 	<ul style="list-style-type: none"> • <u>Same method as shown for Rate Year Eleven (2021).</u>
<u>CONTRACTOR'S COMPENSATION (Adjusted)</u>	<ul style="list-style-type: none"> • <u>Calculated as the sum of the Contractor's Compensation and Other Adjustments</u> 	<ul style="list-style-type: none"> • <u>Same method as shown for Rate Year Eleven (2021).</u>

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

**Table 2: Service Level Adjustment Methodology
for Rate Years Twelve to Twenty-Five (2022 - 2035)**

{Note: The table below replaces the current Table 2 in its entirety}

Accounts (Single-Family Dwelling accounts for Solid Waste Collection)

- Adjustment shall be based on the annual percent change in the rolling three-year average number of Solid Waste accounts in the SBWMA Service Area, where the annual percent change shall be calculated using the following formula: $\frac{((\text{Average of Solid Waste accounts as of April 30 of the then-current Rate Year and the two most-recently completed Rate Years}) - (\text{Average of Solid Waste accounts as of April 30 of the three most-recently completed Rate Years}))}{(\text{Average of Solid Waste accounts as of April 30 of the three most-recently completed Rate Years})}$. The annual percent change calculated using the above formula is referred to herein as the "average service level change".

For example, if the Contractor is preparing its Application in Rate Year Eleven (2021) for Contractor's Compensation to be effective for Rate Year Twelve (2022), the average service level change shall be calculated as follows: $\frac{((\text{Average of Solid Waste accounts as of April 30, 2021} + \text{as of April 30, 2020} + \text{as of April 30, 2019}) - (\text{Average of the Solid Waste accounts as of April 30, 2020} + \text{as of April 30, 2019} + \text{as of April 30, 2018}))}{(\text{Average of the Solid Waste accounts as of April 30, 2020} + \text{as of April 30, 2019} + \text{as of April 30, 2018})}$. The value of the applicable cost item for Rate Year Eleven (2021) would be multiplied by (1 + 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).

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)

- 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)

- 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.

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

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						
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						
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%						
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.

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

6. Application for Contractor's Compensation Adjustment

~~4.1 Preparation of Application for Contractor's Compensation Adjustment~~

Contractor is required to submit an Application for Contractor's Compensation Adjustment (Application) annually by ~~July 1~~ 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. ~~This data is required to allocate Contractor's Compensation to each Member Agency.~~ 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 for Roll-Off needed to perform the average service; level adjustment calculations (described in Section 4);
- ~~• Number of lifts for Bin service;~~
- 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).

ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS

In addition, Contractor shall submit financial statements covering the last three months of the preceding calendar year (October 1 - December 30) and a compiled twelve (12) month statement covering the preceding calendar year. These statements shall be accompanied by a report of the independent Certified Public Accountant stating that it has conducted a review of the statements in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants and that contains the elements described in AICPA Professional Standards, section AR 100.

C. Preparation of Management Representation Letter

The Application shall include a management representation letter signed by the President of Contractor, which states that:

- Management accepts responsibility for the accuracy and completeness of the Application;
- The Application is based on the Contractor's Compensation adjustment procedures described in Article 11, this Attachment K ~~–(including Tables 1 and 2;)~~ and on the forms approved by the SBWMA; and,
- All significant information and supporting documents relevant to the Contractor's Compensation adjustment process are available for review by SBWMA.

D. Calculation of Contractor's Compensation ~~and Projection of Gross Revenue Billed~~ for the ~~Next Coming~~ Rate Year

The Application shall include a calculation of ~~the next year's~~ Contractor's Compensation for the coming Rate Year (i) in total for the SBWMA Service Area, (ii) ~~by~~ in total for each Member Agency including overage(s) or shortfall(s) from the prior year identified in, and by Service Sector and Lines of Business specified in Section 4 for each Member Agency. The calculations shall show the Revenue Reconciliation process adjustments to each cost line item and shall be performed in accordance with the methodology described in Section 11.03 of the Agreement and Section 84 of this Attachment., (iii) ~~by Service Sector, and (iv) by Line of Business.~~

~~Contractor shall also project the following year's Gross Revenue Billed (i) in total, (ii) by Agency, (iii) by Service Sector, and (iv) by Line of Business based on rates currently in effect. Contractor shall provide an explanation of, and supporting documentation for, the Gross Revenue Billed projection.~~

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 place 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

ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS

used in the calculation of the Contractor's Compensation for the ~~following Rate Year and in the annual revenue reconciliation of Gross Revenue Billed to approved Contractor Compensation 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
- Copies of Bureau of Labor Statistics Index Data
- Other information requested by SBWMA

57. 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 Operating Statistics. SBWMA may perform an on-site review of Contractor's operations to determine if the then-current operating statistics remain appropriate to allocate costs among Member Agencies for the coming Rate Year.~~

~~3.2.~~ 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.

~~4.3.~~ Contractor Notification. SBWMA will notify Contractor when it has determined that the Application is complete.

B. Review of Application

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

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.

~~6. Methodology for Allocating~~ **8. Allocation of Contractor's Compensation
Among Member Agencies**

~~A. Overview~~

~~After having calculated Contractor allocated projected 2021 Contractor's Compensation in total, Contractor will allocate it among the Member Agencies using the methodology described in the 2009 Franchise Agreement (Attachment K, subsection 6.B) and as illustrated in Attachment N.~~

~~A cost allocation process will be used to attribute The Contractor's costs to the individual Member Agencies it services. The allocation process will rely on 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 shall include 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 shall compile these compiled the operating statistics based on the 2016 annual route audit or best available information.~~

~~B. Contractor's Compensation Allocation Methodology~~

~~The following methodology will be used in allocating Contractor's Compensation to each Member Agency when Contractor's Compensation for Rate Year One (2011) and each subsequent Rate Year is determined.~~

~~If particular costs can be assigned to a specific Member Agency, such costs shall be attributed to that Member Agency. Otherwise, expenses shall be assigned to each Member Agency as follows:~~

~~**Rate Year One (2011)**~~

~~For Rate Year One, Contractor's Compensation, adjusted in 2010 as described above, will be allocated using the 2011 operating statistics contained in Attachment N.~~

~~1. COSTS OF OPERATION~~

ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS

- ~~a. Wages for Direct Labor (drivers and mechanics). Direct Labor Wages shall be allocated to each Member Agency based on its proportional share of Rate Year One (2011) annual route labor hours.~~
- ~~b. Benefits for Direct Labor. Benefit costs shall be allocated to each Member Agency based on its proportional share of Rate Year One (2011) annual route labor hours.~~
- ~~c. Payroll Taxes. Costs shall be allocated to each Member Agency based on its proportional share of Rate Year One (2011) annual route labor hours.~~
- ~~d. Workers Compensation Expense. Costs shall be allocated to each Member Agency based on its proportional share of Rate Year One (2011) annual route labor hours.~~
- ~~e. Direct Fuel Costs. Costs shall be allocated to each Member Agency based on its proportional share of Rate Year One (2011) annual route hours.~~
- ~~f. Other Direct Costs. Costs shall be allocated to each Member Agency based on its proportional share of Rate Year One (2011) annual route hours.~~
- ~~g. Depreciation for Collection Equipment:
 - ~~i. Route Vehicles — Costs shall be allocated to each Member Agency based on its proportional share of the Rate Year One (2011) annual route hours.~~
 - ~~ii. Collection Containers — Costs shall be allocated to each Member Agency based on its proportional share of the number of Containers in service in 2011.~~
 - ~~iii. Other — Costs shall be allocated to each Member Agency based on its proportional share of Rate Year One (2011) annual route hours.~~~~
- ~~h. Allocated Indirect Costs Excluding Depreciation and Interest:
 - ~~i. General and Administration — Indirect General and Administration Costs (excluding depreciation and interest) shall be allocated to each Member Agency based on its proportional share of Rate Year One (2011) customer accounts serviced.~~
 - ~~ii. Vehicle Maintenance — Indirect Vehicle Maintenance Costs (excluding depreciation and interest) shall be allocated to each Member Agency based on its proportional share of Rate Year One (2011) annual route hours.~~
 - ~~iii. Container Maintenance — Container Maintenance Costs (excluding depreciation and interest) shall be allocated to each Member Agency based on its proportional share of Rate Year One (2011) Containers in service.~~
 - ~~iv. Operations — Indirect Operations Costs (excluding depreciation and interest) shall be allocated to each Member Agency based on its proportional share of Rate Year One (2011) annual route hours.~~~~
- ~~i. Implementation — Implementation Costs (excluding depreciation and interest) shall be allocated to each Member Agency based on its proportional share of Rate Year One (2011) annual route hours.~~
- ~~j. Allocated Indirect Depreciation. The Allocated Indirect Depreciation Expenses shall be allocated in the manner described in subsection h.iv above.~~

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

~~k. Total Annual Cost of Operations. The Rate Year One (2011) Total Annual Cost of Operations for each Member Agency shall equal the sum of the projected costs listed above in subsections a through j.~~

~~2. PROFIT~~

~~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.~~

~~Profit shall be calculated for each Member Agency using a ninety and one-half percent (90.5%) Operating Ratio and the Total Annual Cost of Operations for each Member Agency per subsection k above. [The calculation is: $(k \div 0.905) - k = \text{profit}$].~~

~~3. CONTRACTOR'S PASS THROUGH COSTS~~

~~a. Regulatory Agency Fees. Regulatory Agency Fees shall be allocated based on Rate Year One (2011) annual route hours. Agency fees required by Article 10 of the Agreement shall not be included in this calculation, as they will be calculated later in the process.~~

~~b. Direct Interest Expense. The Direct Interest Expense shall be allocated based on the ratio of each Agency's depreciation expense to the total depreciation expense.~~

~~c. Implementation Cost Interest Expense. The Implementation Interest Expenses shall be allocated in the manner described in subsection 1.i.~~

~~d. Other Agency Costs shall be directly allocated to the specific Member Agency that applies to the individual expense in this category.~~

~~e. Total Contractor Pass Through Costs. The Rate Year One (2011) Total Pass Through Costs for each Agency shall equal the sum of the Agency's allocated Regulatory Agency Fees, Interest Expense, Implementation Interest Expense, and other Agency costs, if any.~~

~~4. RATE YEAR ONE (2011) CONTRACTOR'S COMPENSATION~~

~~The Rate Year One (2011) Contractor's Compensation for each Agency shall equal the sum of the Agency's Rate Year One (2011) Total Annual Cost of Operations, plus Rate Year One (2011) Profit, plus Rate Year One (2011) Total Contractor Pass Through Costs.~~

~~**Subsequent Rate Years (2012-2020)**~~

~~The allocation methodology set forth above shall be used by the SBWMA in subsequent years, utilizing operating statistics compiled by Contractor in May of each Rate Year.~~

ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS

79. Pass-Through Costs

Pass-Through Costs are costs which are included in the Revenue Requirement and Gross Revenue Billed but not retained by Contractor and 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.

1)2)Other Pass-Through Costs include, which consist of Member Agency Franchise Fees and other fees which are paid to each Member Agency, and charges billed fees paid by Contractor to SBWMA for processing and Disposal (including transfer) of materials delivered by Contractor to the Designated Transfer and Processing Facility.

~~Franchise and other Fees paid to each Member Agency will be identified by jurisdiction in the Application and do not need to be allocated. SBWMA will estimate the amount of these fees for the Rate Year covered by the Application based on each Member Agency's fee structure and the amount of recommended Contractor's Compensation.~~

~~Payments to 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 its charges shall be allocated by SBWMA based on Tonnage 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 during the Rate Year for the coming Rate Year. Such fees shall be allocated to each Member Agency based on total Tonnages of each type of material projected to be delivered to the Designated Transfer and Processing Facility from each Member Agency.~~

810. Revenue Reconciliation of Gross Revenue Billed to Approved Contractor's Compensation for Prior Most-Recently Completed Year

Annually, Contractor's ~~Gross Revenues~~ Net Revenue Billed for the ~~prior most-recently completed~~ Rate Year will be reconciled to the Contractor's Compensation approved for the ~~prior most-recently completed~~ Rate Year. The difference will be added to or subtracted from Contractors' Compensation for the ~~following coming~~ Rate Year.

Contractor shall report the Revenue Reconciliation ~~shall be reported~~ 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 ~~submitted in 2012~~ for Rate Year ~~Three (2013) and Eleven (2021)~~ Contractor's Compensation, which is due June 15, 2020. The report shall include the following:

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

- a. Statement of Gross Revenue Billed for the most-recently completed Rate Year for each Member Agency, by Line Service Sector and Lines of Business specified in Section 4.
- b. Statement of Other Pass-Through Costs by Member Agency, by Line Service Sectors and Lines of Business specified in Section 4.
- c. Statement of Revenues Billed attributable to unscheduled/intermittent service, 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 ~~prior~~ most-recently completed Rate Year must be included in the audited financial statement due by August 1 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 ~~and~~ Disposal and supplemental processing fees of Contaminated loads shall not be subtracted from Gross Revenue Billed.

~~The revenue reconciliation process will not be carried out during the last year of the Term.~~

The revenue reconciliation process will not be carried out during the last Rate Year of the Term; however, notwithstanding the foregoing or any other provision of this Agreement, if Agency fails to set Rates in the final Rate Year of the Term so that Contractor is fully reimbursed for all Cap Carry Forwards elected by Agency, as is required by Section 5 and Section 13 of this Attachment K, then a final revenue reconciliation shall be conducted as provided in this paragraph. The process shall follow the above procedure and the procedure for preparation, review and approval of SBWMA staff reports set forth below. If the revenue reconciliation demonstrates that Contractor has been overcompensated for Agency's Cap Carry Forwards through the Rates set by Agency, Contractor shall pay the surplus to Agency. If the revenue reconciliation demonstrates that Contractor has been undercompensated for Agency's Cap Carry Forwards through the Rates set by Agency, Agency shall pay the shortfall to Contractor. The Parties and SBWMA shall use best efforts to finalize the revenue reconciliation process and effect any payments within one (1) year after the end of the Term.

11. Preparation and Review of Reports

SBWMA staff will prepare a report on its review of the Application. The report will contain SBWMA staff findings on each of the following components of the Application.

- Contractor's Annual Costs of Operation ~~(Changes in service levels for Rate Years One and Three only)~~
- Contractor's Pass-Through Costs
- Calculated Profit

**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

- Revenue surplus or shortfall for the prior 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
- ~~Allocation of Revenue Requirement (and components) to each Member Agency~~
- 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-).

1012. 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, ~~Number of Missed Pick-Up Initial Complaints,~~ 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), ~~Contamination Level (i.e., Targeted Recyclable Materials, Residential and Commercial Organic Materials, and Commercial Plant Materials), Missed Pick-Up Initial Complaints,~~ 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, ~~with the exception of Disincentive assessments pertaining to Contamination which are calculated and paid to SBWMA quarterly.~~ Contractor's Compensation for the next coming Rate Year will be increased or decreased by the net amount of Performance Incentive payments and Disincentive assessments calculated.

1113. 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

ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS

an effective date sufficient to achieve the Revenue Requirement projected for that year in the SBWMA report. The Revenue Requirement consists of: (i) ~~their allocated portion~~ the Agency's share of Contractor's Compensation; (ii) an adjustment to reflect a revenue shortfall or surplus for the ~~prior~~ 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**

This page intentionally blank

Attachment M
Agency's Franchise Fees and Other Fees
{Example from City of Menlo Park}

{Member Agencies to customize this Attachment. If fee is to be increased annually, specify how the annual change will be made. See examples below.}

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%~~ % {Member Agency to insert amount} of the Gross Billed Revenues.

LANDFILL CLOSURE FEE (EXAMPLE FROM MENLO PARK)

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 ~~7.0%~~ % of the Gross Billed Revenues. This fee shall increase by 0.20% annually during the Term.

ADMINISTRATIVE FEE (EXAMPLE FROM MENLO PARK)

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 \$52,500.00. This fee shall increase by the Annual Index Change in the CPI-U defined in Attachment K.

This page intentionally blank

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.

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	\$1,456,169

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

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 Operations	\$1,002	\$1,268	\$5,484	\$0	\$491	\$8,245
Vehicle Maintenance	\$856	\$793	\$3,902	\$0	\$100	\$5,652
Container Maintenance	\$1,637	\$1,516	\$7,458	\$0	\$191	\$10,802
	\$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 - 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	Organic Materials	Targeted Recyclable	Two On-Call	Single Family	
	(including Holiday Trees)	Materials	Collection Events	Dwelling Total	
	A	B	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	<u>\$13,958</u>	<u>\$13,507</u>	<u>\$14,126</u>	<u>\$680</u>	<u>\$42,271</u>
TOTAL BASE CONTRACTOR'S COMPENSATION	<u>\$816,627</u>	<u>\$736,563</u>	<u>\$685,293</u>	<u>\$141,354</u>	<u>\$2,379,837</u>

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						
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

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		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		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	1,209.60
City Total Route Labor hours year	23.8%	9.2%	6.7%	27.0%	
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
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 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	\$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

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

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	<u>\$17,630</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	\$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	\$13,125	\$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	\$1,717	\$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 - 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	Accounts	Accounts	Accounts	Accounts	Single Family Dwelling Total
	Accounts	Accounts	Accounts	Accounts	
	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	\$22	\$549	\$0	\$277	\$1,228
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	\$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)	\$134,003.51	\$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	\$37,760	\$15,287	\$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 - 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	\$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

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 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	\$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)	90.5%	\$203,287	\$195,411	\$153,989	\$34,794
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 - 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 # 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
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 - 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	\$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

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	<u>\$1,804</u>	<u>\$20</u>	<u>\$187</u>	<u>\$686</u>	<u>\$200</u>	<u>\$2,897</u>
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
	\$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	\$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	\$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)	\$107,863.28	\$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	\$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	\$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	\$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 - 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	\$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	\$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	722.68	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		722.68	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	<u>\$1,108</u>	<u>\$221</u>	<u>\$558</u>	<u>\$638</u>	<u>\$104</u>	<u>\$2,630</u>
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	<u>\$730</u>	<u>\$145</u>	<u>\$368</u>	<u>\$420</u>	<u>\$85</u>	<u>\$1,748</u>
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	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	\$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

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

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 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. 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					
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	\$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)	\$6,977.01	\$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

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		17.20
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	1
65% Service Level Adjustment Factor	1	100.0%	100.0%	1	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 Quantity	2017 Cost/Unit	Units Purchased by Year						Capital Expenditure Per Year							
			Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Inflation Assumption: 2.00%						Total	
									Year 11	Year 12	Year 13	Year 14	Year 15	Year 16		
								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	5,539,722	6,392,251	3,827,148	0	0	0	15,759,120	
3 Axle ASL Coll Vehicle	21	333,000	0	5	10	6	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	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	373,770	0	0	0	373,770		
4 Axle ASL (185" Wheel Base)	2	335,000	0	1	0	1	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	204,495	416,151	0	620,646		
4 Axle FEL Coll Vehicle	27	364,000	0	9	9	9	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	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	350,727	356,867	0	707,593		
2 Axle REL (128" Wheel Base)	2	212,000	0	0	0	1	1	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	373,770	0	0	0	373,770		
3 Axle Roll Offs	3	248,000	0	0	1	1	1	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	322,138	327,878	333,618	0	983,634		
Cart Delivery Trucks	3	93,000	0	0	0	1	1	1	0	0	106,246	108,106	109,966	324,319		
Container Delivery Trucks	2	155,000	0	0	1	0	0	1	0	173,977	0	0	183,277	357,254		
Box Trucks (Loose Bulky)	3	141,000	0	0	0	1	1	1	0	0	161,083	163,903	166,723	491,709		
Shop Truck GMC 3500	1	72,000	0	0	1	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	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	519,088	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	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	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										

This page intentionally blank

ATTACHMENT O LIST OF CONTRACTOR'S PERSONNEL

Non-CBA Employees

General Manager -----	1	
<u>Administrative Manager -----</u>	<u>1</u>	
Operations Manager -----	1	
Customer Service Manager --	<u>1</u>	
Commercial Recycling Manager -----	1	
<u>Waste Zero Manager-----</u>	<u>1</u>	
Public Education <u>Relations</u> Manger -----	1	
Maintenance Manager -----	1	
Accounting Manager -----	<u>40.5</u>	
Community Affairs <u>Operations District</u> Manager		<u>21</u>
Operation Supervisors -----	6	
Recycling Coordinators -----	8	
Dispatchers -----	2	
Route Auditors -----	2	
Diversions Auditors -----	2	
Maintenance Supervisor -----	1	
Maintenance Clerk -----	3	
Accounting Staff -----	8	
<u>Operations Dispatcher -----</u>	<u>1</u>	
<u>Waste Zero Specialists -----</u>	<u>6</u>	
Customer Service Supervisor <u>Representatives</u> -----	<u>16</u>	<u>1</u>
Subtotal-----	<u>5722.5</u>	

CBA Employees

Drivers -----	<u>452165</u>
<u>Customer Service Representatives-----</u>	<u>15</u>
<u>Maintenance Clerks -----</u>	<u>2</u>

ATTACHMENT O
LIST OF CONTRACTOR'S PERSONNEL

<u>Accounting Staff-----</u>	<u>3</u>
<u>Dispatch Clerks-----</u>	<u>2</u>
Mechanics-----	19
<u>Shop Personnel-----</u>	<u>20</u>
Subtotal-----	<u>171207</u>
Total-----	<u>228229.5</u>

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.}

This page intentionally blank

**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 Chasis/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 Chasis/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

{Note: The current Attachment Q will be removed in its entirety and replaced with this new Attachment Q. The charges shown herein are the same with the addition of new charges noted in the table below. The charges herein have been reorganized and further explained compared to the current Attachment Q.}

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.

ATTACHMENT Q ADDITIONAL SERVICES

	Service	Reference	Agency-Approved Charge	Description
3	Container Relocation Service {New Charge: Contractor and individual Member Agencies to discuss whether or not this change is necessary; and, if so, negotiate the amount of the charge.}	Sections 5.02B and 8.02B	{Subject to negotiations}	{Subject to negotiations}
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 {New Charge that replaces cart rental and cart ownership charges.}	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

ATTACHMENT Q ADDITIONAL SERVICES

	Service	Reference	Agency-Approved Charge	Description
9	Lock Service (Key Service)	Section 8.02.B	A – \$[TBD] per usage B – \$[TBD] per usage	Monthly cost: A – Residential Customers B – Commercial Customers
10	Lock Purchase	Section 8.02.B	\$[TBD] per lock	Per lock
11	Overage Service	Section 8.02.G	100% of the base monthly Solid Waste Collection Rate	Per Collection event (after the first two events)
12	Overage Bags Cost	Section 8.02.G	50% of the base monthly Solid Waste Collection Rate or \$[TBD] minimum	Per bag
13	Container Cleaning Service	Section 8.05.D	A – \$[TBD] B – \$[TBD]	A – per Cart B – per Bin or Drop-Box Charge only applies to cleaning or Container exchange in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D
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

ATTACHMENT Q ADDITIONAL SERVICES

	Service	Reference	Agency-Approved Charge	Description
16	Additional Compost Material Delivery	Section 5.11	A – \$[TBD] per delivery B – \$[TBD] per delivery	A – “one-way” only delivery by Contractor where Contractor delivers to and unloads compost at an Agency-approved location B – “Round-trip” delivery by Contractor where Contractor delivers compost in a Drop Box to an Agency-approved location and returns at a later time or date to pick up the Drop Box and any remaining compost (charge includes the delivery of and later pick-up of the Drop Box)
17	Community Drop-Off Events	Section 5.13	\$[TBD] per event or day	Per event or day targeting 5,000 households. Does not include disposal or public education expenses.
18	Collection for Agency-Sponsored and Non-Agency sponsored Community Events	Section 5.08	A – \$[TBD] B – \$[TBD] C – \$[TBD]	A – One day event with a projected 2,500 or fewer attendees B – One (1) or two (2) day events with a projected 2,501 to 7,500 attendees per day C – One (1) or two (2) day events with a projected 7,501 to 10,000 attendees per day

ATTACHMENT Q ADDITIONAL SERVICES

Backyard Collection Service Charge for Single-Family Dwellings* (Section 5.02.A)				
Distance from Curb**	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.

This page intentionally blank

Attachment R Secretary's Certificate

{Note: This is a new Attachment to the Model Agreement.}

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 {Member Agency} 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

This page intentionally blank

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

THIS PAGE INTENTIONALLY LEFT BLANK



STAFF REPORT

City Council Meeting Date: 4/24/2018
Staff Report Number: 18-084-CC

Regular Business: Receive an update on the Transportation Master Plan and provide direction on regional infrastructure priorities

Recommendation

Staff requests the City Council receive an update on the Transportation Master Plan and provide direction regarding next steps and schedule for the Transportation Master Plan.

Policy Issues

The development of a Transportation Master Plan is included as one of the top six priority projects in the City Council's adopted 2018 work plan and is one of the highest priority implementation programs in the 2016 General Plan Circulation Element.

Background

The Transportation Master Plan and Transportation Impact Fee Program is the highest priority program following the adoption of the ConnectMenlo General Plan Land Use and Circulation Elements in November 2016. On March 27, 2018, staff provided an informational update (Attachment A) on the status of the Plan. The City Council discussed the item and requested a regular business item for the City Council to provide direction on the next steps.

Analysis

Staff is returning to the City Council on April 24, 2018, to ensure the scope of work is clear and with a request to provide direction on regional infrastructure priorities. Based on the feedback received from the City Council on March 27, 2018, Councilmembers Carlton and Keith have agreed to serve as co-chairs for the Transportation Master Plan Oversight and Outreach Committee.

Further, a meeting of the Transportation Master Plan Subcommittee (Carlton and Keith) was held April 16, 2018, and staff was given feedback during that meeting for the presentation to the City Council on April 24, 2018. The presentation includes:

- Summarize the approved scope of work (Attachment B)
- Explain the potential improvement options for Bayfront Expressway and Willow Road, as presented to the Oversight and Outreach Committee on March 20, 2018, and available on city website at menlopark.org/tmp
- Request City Council direction on any scope, schedule and budget amendments necessary to respond to the City Council and Oversight and Outreach Committee's feedback

Based on the information presented, staff will also request City Council direction on how to address the

regional infrastructure priorities in the Bayfront Expressway and Willow Road corridors.

Impact on City Resources

No additional resources are requested at this time, but according to City Council direction staff may return with a request for additional funding as a future item.

Environmental Review

The City Council's direction on development of the Transportation Master Plan is not a project under the California Environmental Quality Act (CEQA) Guidelines. Future project actions will comply with environmental review requirements under CEQA.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. March 27, 2018, information item staff report
- B. Transportation Master Plan scope of work

Report prepared by:
Nicole H. Nagaya, Assistant Public Works Director



STAFF REPORT

City Council
Meeting Date: 3/27/2018
Staff Report Number: 18-068-CC

Informational Item: Update on the Transportation Master Plan Status

Recommendation

This is an informational item and does not require City Council action.

Policy Issues

The development of a Transportation Master Plan is included as one of the top six priority projects in the City Council's adopted 2018 workplan and is also one of the highest priority implementation programs in the 2016 General Plan Circulation Element.

Background

The Transportation Master Plan is the highest priority program following the adoption of the ConnectMenlo General Plan Land Use and Circulation Elements adopted in November 2016.

The Transportation Master Plan will bridge the policy framework adopted within the Circulation Element and project-level efforts to modify the transportation network within Menlo Park. Broadly, it provides the ability to identify appropriate projects to enhance the transportation network, conduct community engagement to ensure such projects meet the communities' goals and values, and prioritize projects based on need for implementation. The Transportation Master Plan, when completed, will provide a detailed vision, set goals and performance metrics for network performance, and outline an implementation strategy for both improvements to be implemented locally and for local contributions toward regional improvements. It will serve as an update to the City's Bicycle and Sidewalk Plans. Following development of the Master Plan, the Transportation Impact Fee program update would provide a mechanism to modernize the City's fee program to collect funds toward construction of the improvements identified and prioritized in the Master Plan.

On March 13, 2018, staff provided an informational update on the status of the Plan which summarized the consultant selection process, appointments to the 11-member Outreach & Oversight Committee, project initiation, and the first round of community engagement conducted between August and October 2017. The outreach efforts, resulting in approximately 1,000 participants, led to the identification of the top priorities from the community:

- Safer bike and pedestrian crossings
- Reducing delays and travel time
- Safe and convenient bicycle connectivity
- Minimizing cut-through traffic on residential streets

On October 30, 2017, the Committee discussed the performance measures and prioritization criteria for the

Transportation Master Plan, building on the community engagement feedback described above. Feedback from the Committee further highlighted safety, congestion relief, complete streets, quality of life, sustainability, education and enforcement, and advanced transportation technologies as considerations for the criteria.

Following the October 30, 2017, Committee meeting, City staff and the W-Trans team worked together to compile existing traffic and collision history data to develop initial strategies and recommendations that the City could implement to address transportation challenges. The recommendations will include program strategies and infrastructure projects that address safety, active transportation, congestion relief, green infrastructure, transit, safe routes to school, and transportation demand management. However, when the W-Trans team analyzed the data, the collision history highlighted four key corridors (Willow Road, Bayfront Expressway, El Camino Real, and Sand Hill Road) in the City that should be prioritized due to higher volumes and the severity of collision patterns. In addition, some of the recommendations will require potential trade-offs due to limiting factors such as available right-of-way and costs. The second Committee meeting, held on March 20, 2018, focused on discussion of trade-offs and potential modifications to Bayfront Expressway and Willow Road.

Analysis

The presentation and materials from the March 20, 2018 Committee meeting are available on the City project webpage (menlopark.org/TMP). The purpose of this meeting was to request feedback on the recommendations, with a particular focus on potential trade-offs. The alternatives were developed building upon those presented in the Dumbarton Transportation Corridor Study prepared by SamTrans in November 2017 and considering City input on the Study alternatives (http://samtrans.com/Planning/Planning_and_Research/DumbartonTransportationCorridorStudy.html).

The City's Plan, to be successful in guiding future project implementation efforts, will need to resolve many long-standing trade-offs between preferences for vehicle throughput and capacity, transit accessibility and frequency, and multi-modal access and safety. The range of alternatives to modify Bayfront Expressway and Willow Road were presented as a first step in the development of strategies and recommendations for two high priority regional corridors. This discussion was necessary early in the Plan process to clarify preferences for potential major infrastructure changes. The Committee's discussion of these corridors provided feedback on both the Plan development process and specific corridor recommendations, as summarized below.

Plan development and next steps

The Committee conducted a deliberate and extensive discussion providing feedback on the overall Plan development and process. Several of the Committee members expressed a desire to see the high priority corridors in context of the overall City recommendations, without which some expressed concern that they could not provide comprehensive feedback at this stage. Further, because the recommendations focused on major infrastructure projects on regional routes, several Committee members expressed a desire to see recommendations instead focus on higher level goals and priorities and/or demonstrated safety issues that are more in line with the goals and policy context set by the ConnectMenlo Circulation Element to encourage multi-modal travel and reduce demand for single-occupant vehicle travel. Committee members and public comment also reflected a desire to see comprehensive bicycle and pedestrian network recommendations, which will come forward to the Committee at their next meeting.

In response to the feedback provided, staff is working with the Committee members to schedule the third meeting in May 2018 to review the Citywide recommendations prior to conducting the next round of community engagement. Staff concurs with the Committee's request for an additional meeting at this stage,

and is evaluating options to do so within the workplan milestones established by the Council. Staff is currently polling Committee members to finalize a meeting time including weeknight evenings and Saturdays in May. Staff anticipates hosting the next meeting at the Menlo Park Senior Center or the Laurel School Upper Campus. Depending on the date determined, the next phase of community engagement, targeted for May and June 2018, may not be feasible prior to the end of this school year and may need to be rescheduled for early fall 2018 to maximize the ability of community members to participate.

Two options for the project schedule going forward are summarized below, depending on the date for the next Committee meeting.

Project Schedule Alternatives, pending Committee availability	Option 1	Option 2
Oversight & Outreach Committee Meeting #3: Draft Citywide Strategies and Recommendations	Early May 2018	Late May 2018
Community Open House (in-person and online)	June 2018	September 2018
Draft Transportation Master Plan	December 2018	March 2019
Final Transportation Master Plan	June 2019	September 2019
Draft Transportation Impact Fee Update	September 2019	December 2019
Final Transportation Impact Fee Update	December 2019	March 2020

The Plan’s scope of work called for four Committee meetings during the course of the project, three during the Plan development and one for the transportation impact fee program update. Staff is currently evaluating the potential of using all four meetings for the Plan development. If additional meetings are necessary, staff would return to the Council with a contract amendment and budget appropriations request for this effort.

Bayfront Expressway

Four alternatives were presented, ranging from conversion of the existing roadway shoulder to bus lanes to converting Bayfront Expressway to a freeway-type facility by removing existing traffic signals, modifying local access and providing a connection to US 101 at Marsh Road. The Committee members voiced concerns about projects that included grade separations along Bayfront Expressway which would limit local access and remove several existing traffic signals. One major area of concern was that initial engineering investigations have shown that due to high water table levels and the proximity to the San Francisco Bay marshlands, grade separations would likely need to be elevated structures; i.e., lowering of Bayfront Expressway or connecting roadways would not be cost effective and is likely not feasible for long term operations and maintenance. While some support for an improved elevated connection between Bayfront Expressway and US 101 via Marsh Road was expressed, concerns were conveyed about the utility of such a connection absent other significant improvements to increase capacity in both the Dumbarton bridge and US 101 corridors.

Further concerns were raised about the ability to fund both major highway and transit improvements along the Bayfront and Dumbarton corridors. Due to these concerns, staff will direct the W-trans team to not pursue further plans for grade separations and freeway-type improvements. Possible recommendations for shoulder bus lanes and a request to evaluate a potential reversible at-grade lane (similar to the ‘zipper’ lane on the Golden Gate Bridge, US 101, connecting San Francisco and Marin Counties) will be further explored



instead. Additionally, impacts of these suggestions on bicycle and pedestrian connectivity, and other strategies to improve bicycle and pedestrian connectivity, will be explored as part of development of the Citywide recommendations. Staff plans to request a meeting of the Bayfront Expressway Council subcommittee prior to the next Committee meeting to discuss this approach and next steps.

Willow Road

The scope of options presented included the length of Willow Road between Middlefield Road and Bayfront Expressway, and ranged from spot improvements at each signalized intersection to several corridor options for enhanced transit service along Willow Road. The W-trans team presentation focused on the alternatives that required discussion of trade-offs, and due to limited meeting time did not walk through every recommendation for the corridor. Significant discussion occurred on the potential desirability to widen Willow Road, especially as proposed in the Dumbarton Transportation Corridor Study to add bus lanes between Bayfront Expressway and US 101 and eliminate the existing bicycle lanes in favor of a multi-use path on one side of the roadway. Through this discussion, the Committee members raised concerns about widening of Willow Road for any purpose and expressed a desire to see improvements provided to reduce crossing distances and improve safety and bicycle connections along the corridor. Modifications to the intersection of Willow Road and Middlefield Road were presented, but will come back to the Committee for further discussion at the next meeting to allow for more discussion regarding trade-offs.

Major project milestone progresses and deliverables will continue to be posted on the City project website (menlopark.org/TMP).

Attachments

There are no attachments.

Report prepared by:
Kristiann Choy, Senior Transportation Engineer

Report reviewed by:
Nicole H. Nagaya, Assistant Public Works Director



Scope of Work

This Scope of Work outlines the proposed tasks, roles, and specific deliverables to provide Menlo Park with a Transportation Master Plan (TMP) that provides a detailed vision, set goals, performance metrics, and an implementation strategy. The TMP will bridge the gap between several high level policy documents and the individual mitigation measures recommended in development studies, creating one unified plan. The TMP will incorporate a robust public engagement component so that the priorities established in the plan reflect both need as well as the community's vision.

TASK1: Project Initiation

1.1 Project Kick-Off Meeting

W-Trans will meet with City staff, key stakeholders identified by the City, and/or a Steering Committee/Technical Advisory Committee to discuss the final scope of work and project schedule, establish communication protocols, coordinate preparation activities, and collect studies, data, and other information that will be used throughout the project. During the kick-off, W-Trans will conduct a brainstorming session to clarify key roles, schedules, and the community engagement strategy.

1.2 Final Scope of Work and Project Schedule

Based on the discussions at the project kick-off meeting and follow-up correspondence, W-Trans will work with the City to finalize the Scope of Work and Project Schedule, including the Community Engagement Schedule.

Deliverables:

- i. Meeting Notes
- ii. Final Scope of Work
- iii. Project Schedule

TASK 2: Transportation Information Summary

The W-Trans Team will review transportation-related studies under three categories and briefly summarize the needs, opportunities and recommendations identified in these studies. The purpose of this task is to reconcile the various recommendations, identify any policy conflicts, and bring the information to a common point in time (2017).

The three categories are:

- i. Concurrent projects such as the Citywide Safe Routes to School Program, the Willows Complete Streets Plan, and the Middle Avenue Pedestrian/Bicycle Rail Crossing Project;
- ii. Relevant state/regional requirements that would apply to the City for future consideration (SB 743, e.g.);
- iii. Recent transportation-related studies conducted for the City, including:
 - Plan Bay Area 2040
 - C/CAG San Mateo County Transportation Plan
 - Connect Menlo Circulation Element
 - Downtown Parking Study
 - Dumbarton Rail Corridor Alternatives Study

-
- Dumbarton Transportation Corridor Study
 - Grand Boulevard Initiative
 - Menlo Park El Camino Real/Downtown Specific Plan
 - Menlo Park Circulation System Assessment
 - Menlo Park 2005 Comprehensive Bicycle Development Plan
 - Menlo Park El Camino Real Corridor Study
 - Menlo Park 2009 Sidewalk Master Plan
 - Menlo Park Transportation Impact Fee
 - Ravenswood Avenue Railroad Crossing Study
 - San Mateo 101 Managed Lanes Project
 - 2020 Peninsula Gateway Corridor Study
 - US 101/Willow Road Interchange Reconstruction Project
 - Willow Road Transportation Improvement Options (Study Session Staff Report, 8/23/16)
 - Development Project Transportation Impact Analyses, such as:
 - 500 El Camino Real
 - 1300 El Camino Real
 - Commonwealth Corporate Center
 - Facebook Campus Expansion Project
 - Menlo Gateway

The W-Trans Team will compile and summarize existing and Year 2040 data and transportation operating conditions as noted for the following areas:

Vehicle Traffic: We will compare 2014 and 2017 traffic counts provided by the City to analyze historical data and establish trends. We will then summarize existing and cumulative 2040 AADT, a.m. and p.m. peak hour turning movement counts, collision data, intersection and roadway operations (delay, LOS). No new traffic counts or quantitative analysis are assumed. The list of study intersections and roadway segments will be the same as that in the ConnectMenlo document.

Safety: We will contact MPPD to get collision data and compile the most recent 5-year set of reported collisions in Menlo Park. We will map all high crash location intersections and segments.

Heavy Vehicles/Trucks: We will compile known truck volumes and composition (i.e. % truck mix) as available and identify existing designated truck routes (using data and information in ConnectMenlo).

Bicycles: Starting with the Menlo Park Comprehensive Bicycle Development Plan and the Downtown Specific Plan documents, we will identify any changes that have been implemented or recommended since 2005. Gaps in the bicycle network will be identified. We will compare 2014 and 2017 bicycle counts provided by the City to analyze historical data and establish trends. No new field inventory or counts are assumed.

Pedestrians: Starting with the Menlo Park Sidewalk Master Plan and the Downtown Specific Plan documents, we will identify any changes that have been implemented or recommended since 2009. We will compare 2017 pedestrian counts to any prior counts provided by the

City, and analyze historical data and establish trends. Gaps or needed improvements in the pedestrian network will be identified. No new field inventory or counts are assumed.

Parking: We will summarize the parking inventory and utilization data in downtown Menlo Park from prior documents.

Transit: We will identify all transit services and key stops in Menlo Park. To the extent that information is available, we will compile CalTrain, SamTrans, Dumbarton Express (AC Transit), and City shuttle ridership trends in the City. Future planned transit services will be noted.

Transportation Infrastructure Projects: We will summarize the status of major transportation infrastructure projects in Menlo Park.

Land Use: We will assess if the trip distribution and gateway information from the City's 2009 Circulation System Assessment is still valid. To do this, we will research the trip distribution patterns in the current C/CAG travel forecast model, and look at other relevant data (employment surveys, census data, etc.)

Following the assembly of the information outlined above, The W-Trans Team will prepare and circulate for comment a draft Transportation Conditions technical memorandum for review and comment.

Deliverables:

- i. Draft Transportation Conditions Technical Memorandum

TASK 3: Public Engagement (1)– Defining the Vision and Goals

The W-Trans Team will facilitate a range of community engagement tools and events to solicit feedback from City residents, business owners, and other stakeholders in the following areas:

- opportunities and challenges with the existing transportation system
- their vision for Menlo Park's near- and long-term transportation system, and
- specific policies, goals, or actions they would like to see advanced through the TMP

As part of this task, with each subtask we will explain the purpose of a TMP and how it fits in within the various city documents (i.e., General Plan, TIF, etc).

3.1 Project Branding

D&B will develop a logo, color palette, and graphic styles definition for the project consistent with the City's graphic guidelines so that all products produced have a consistent look and feel, and so that the project is recognizable to the public. The logo and styles will be used on outreach materials, the project website (to be hosted by the City), and the final Plan.

3.2 Online Engagement

EnviroIssues will develop an online "open house" and survey, before the in-person outreach begins. The objective of the survey at this stage will be to solicit input on ideas, priorities, and vision. The survey question and supporting materials will be provided by W-Trans and D&B, and will mimic questions and activities posed at the in-person events. Comments will be tracked using the EnviroLytical public involvement tracking software. EnviroIssues will provide a brief summary report and synthesis of comments gathered in the online forum and survey.

3.3 Pop-Up Outreach (2)

D&B will design, attend and host activities at up to two public meetings at various venues throughout Menlo Park, with locations and audiences at Staff's choosing. For example, these could be at a Farmers' Market, Menlo Summerfest, an open house held at a school, library, or other ongoing public event. The online survey would be advertised at these events, as well as made available for participants to fill out at the event, on tablets or similar.

3.4 Road Show Materials

So that staff can extend the reach of public input beyond what the consultant team can attend, D&B will provide "road show" outreach materials to staff that can be used at other events. This way, a similar set of questions can be asked and input can be collected in the same format.

3.5 Neighborhood Walk-Shops (3)

D&B will design and host up to three neighborhood "walk-shops"—walking tours of neighborhoods focusing on local transportation issues and opportunities. The "walk-shops" will be designed to be about two-hours in length and would take place on a summer/early fall weekday evening (e.g. 5-7 p.m.) or a weekend morning. Locations and routes will be determined with City staff input (i.e., one east, one central, and one west).

Optional Tasks:

3A Community-wide Workshop

We could organize a standard workshop as an optional task at this stage of the project. An alternative (for the same budget) would be to do one pop-up event instead of two, two walk-shops instead of three, and then one community-side traditional workshop.

3B Speaker Series

W-Trans will organize and lead an educational/speaker series. Speakers could be transportation staff and officials in the area, company TDM representatives, elected officials, or others. There could be individual speakers or panel discussions that cover one or more topics, such as:

- Regional Transportation - what's happening in San Mateo County?
- Transit and TDM – How can we reduce trips local trips in Menlo Park?
- Self-Driving Cars – What will this mean for Menlo Park?
- Through Traffic vs. Regional Traffic – Why do we have congestion?

Deliverables:

- i. Meeting materials and notes
- ii. Materials for City-hosted Project Website and Social Media
- iii. Survey and Results Memo
- iv. Education and Outreach Materials for Tasks 3.1 to 3.5
- v. Draft Transportation Vision and Goals Statement

TASK 4: Identify Performance Metrics and Prioritization Criteria

W-Trans will identify a draft list of performance metrics and prioritization criteria to be used to evaluate alternatives. The metrics and criteria will consider industry standard operational considerations as well as conditions particular to Menlo Park. The initial list, which can be modified in consultation with the Steering Committee/TAC and City staff, may include the following:

- safety (based on collision data analysis)
- corridor travel time and speed
- intersection level of service
- pedestrian network connectivity, crossing facilities and/or level of activity
- bicycle network connectivity, volumes and/or level of stress
- transit services
- costs
- prioritization criteria to facilitate project ranking and phasing

Deliverable:

- i. Draft and Final Performance Metrics and Prioritization Criteria Memo

TASK 5: Initial Strategies and Recommendations

Based on the City’s transportation vision, stakeholder input, and the assessment of existing and future conditions, The W-Trans Team will develop a preliminary set of near- and long-term transportation improvement strategies. We anticipate these strategies will include the following items:

5.1 Capacity and Operational Improvements

These will be focused at intersections, on local roadways, and on regional roadways to accommodate anticipated growth and minimize cut-through traffic on residential streets across all modes of transportation. The W-Trans team will also identify operational deficiencies based on the data review in Task 2, along with system gaps, conflicts, pinch points, and other barriers to seamless and safe movement by all modes. We will illustrate these as a “gap analysis.” Particular consideration will be given to policies that influence the demand for driving.

As part of this task, we will incorporate green infrastructure concepts in three ways:

- i. Recommend guidelines for the integration of green and transportation infrastructure, using previously published or developed details and concepts;
- ii. Identify locations and develop mapping where green infrastructure can be incorporated into transportation projects;
- iii. Develop concept sketches for specific combinations of green and transportation infrastructure.

Traffic operations, vehicular congestion and safety analysis will be performed to test the efficacy of potential improvements, through better signal timing, revised lane utilization, additional linkages, improvements to roadway geometry, construction of additional capacity, or other structural or non-structural improvements. We will use the ConnectMenlo Vistro Model as the basis for testing improvements, and will use other tools (such as the C/CAG model) if needed. The analysis year will be the same as the General Plan so that we can test with and without improvement scenarios in a common year.

5.2 Roadway Classification Design Details

Using background information and concepts that were developed as part of ConnectMenlo, we will provide cross-sections for each street classification showing sample widths and facilities.

5.3 Updated Bicycle network

Alta and W-Trans will work to identify a comprehensive bicycle network and present infrastructure and programmatic strategies to resolve network gaps and enhance bicycling comfort and safety. These may not only resolve facility gaps but intersection delays, needed lighting, conflicting vehicle movements, and information and wayfinding gaps. We will examine best practice examples from around the region and the country and evaluate how they can be applied in Menlo Park. Alta will also complete a Levels of Traffic Stress (LTS) analysis, ranking streets from low stress (LTS 1, suitable for children) to high stress (LTS 4, suitable only to 'strong and fearless' bicyclists). We will use a simple, hierarchical approach to network coding to facilitate this process. We will focus on critical network changes that often create the most stress for bicyclists and pedestrians, such as lane drops at intersections and lack of protection for turns. We will illustrate how stress barriers create areas of disconnectivity and islands along what otherwise may be low-stress roadways.

5.4 Updated Sidewalk Master Plan

Alta and W-Trans will consider several elements to update the Sidewalk Master Plan into a Pedestrian Master Plan. We will identify priority pedestrian areas, taking into account common pedestrian concerns such as access to schools, commercial areas, transit/rail stations, and similar, as well as information from the Downtown Specific Plan and other relevant plans. We will work with the City to identify the top priorities for this analysis. We will overlay information on pedestrian counts and pedestrian safety data to understand how these priority pedestrian areas (and the whole city street network) performs. Finally, we will identify a range of improvement types, including sidewalk completion, crossing improvements, urban design elements (building frontages and streetscapes), amenities (benches, street furniture), and landscaping and aesthetics.

5.5 Parking supply, demand, and operational strategies

We will incorporate information and recommendations from the Downtown Parking Study.

5.6 Transit, Shuttle and TDM Programs

We will review future transit plans (regional and local) that will affect Menlo Park, as well as the potential for community-based options to address identified needs and opportunities. We will identify major gaps in current and future planned transit services, and provide examples of current transit service between key points in Menlo Park to illustrate usability (or lack thereof).

As part of this task we will also summarize some of the current shuttle and TDM programs in Menlo Park and discuss how those interact with other transit services. The need and potential benefits of citywide shuttle improvements or the development of a Transportation Management Association (TMA) will be assessed based on the findings in this task.

5.7 Modifications to Designated Truck Routes

We will incorporate information and recommendations from the ConnectMenlo report.

5.8 Draft Strategies and Recommendations Working Paper

We will identify the strategies and recommendations, including phasing (i.e. near-term, long-term), define the specific activities, implementing partners, preliminary cost estimates, and potential funding/financing options. Recommendations will be shown graphically as much as possible (i.e. concept plans, simple layouts that can clearly relay complex ideas).

Deliverables:

- i. Draft Strategies and Recommendations Working Paper

TASK 6: Public Engagement (2)– Options, Strategies and Recommendations

The W-Trans Team will facilitate a second round of public engagement to seek feedback on the options and strategies developed as a result of the visioning and development of initial strategies. A variety of tools and methods will be used to solicit feedback from City residents, business owners, and other stakeholders on the preliminary strategies and recommendations before drafting the TMP.

6.1 Online Survey/Open House #2

EnviroIssues will set up a second online survey/open house, similar to that developed in Task 3, to solicit feedback from the public on various options and strategies. The online tool will be set up prior to the in-person open house and will utilize content developed by W-Trans and D&B. Results from the online engagement will be summarized in a short report.

6.2 Community Open House

Preliminary strategies and recommendations will be shared with the community at an open house. Following a short presentation, participants will be invited to visit various “stations” that present different concepts or topics, designed to share ideas and solicit feedback. Input gathered at the open house will inform the refinement of the strategies and recommendations to be included in the Draft TMP.

Deliverables:

- i. Meeting materials and notes
- ii. Online Survey and Results Memo
- iii. Community Open House Education and Outreach Materials

TASK 7: Transportation Master Plan

The W-Trans Team will prepare an Administrative Draft Menlo Park Transportation Master Plan that incorporates each element noted above. The Administrative Draft Transportation Master Plan will be provided to City staff electronically for review and comment. Upon receipt of comments, a Draft TMP will be prepared for review by the Complete Streets Commission and the City Council. A Final Menlo Park TMP will be prepared incorporating comments by decision making bodies.

Working with W-Trans, D&B will design the TMP to be engaging, user-friendly, and accessible, emphasizing maps, graphics and other images. The document will be prepared following the basic graphic style established in Task 3. We will create a layout template and sample pages to review with staff, which will then be revised based on comments before the final document layout is prepared.

The TMP will include the vision, goals, performance metrics, and analysis of each mode in separate chapters, implementation plan, and financing strategy.

Deliverables:

- i. Administrative Draft TMP (electronic)

-
- ii. Draft TMP (electronic)
 - iii. Final Transportation Plan (5 hard copies & all electronic files)

TASK 8: Transportation Impact Fee (TIF) Update

The Menlo Park Transportation Impact Fee will be updated upon completion and adoption of the TMP, including recommended projects and fee estimates.

8.1 Research Transportation Impact Fee Programs

W-Trans will research “alternative” TIF programs that go beyond LOS. VMT or trip based programs and make a recommendation to City staff regarding the appropriate approach for Menlo Park. We will submit a research memo for discussion.

Note – the following subtasks 8.2-8.4 are based on a “traditional” TIF and a vehicle trips analysis. If an alternative approach is used to prepare the TIF, then these tasks and associated fee estimate will be modified at that time.

8.2 Trip Generation and Improvement Measures

The number of daily, a.m. and p.m. peak hour trips to be generated under cumulative conditions will be taken from the ConnectMenlo documentation. The data will be summarized, along with a description of the intersections, roadways or other facilities impacted, and their recommended improvement measures from the TMP.

8.3 Cost Estimation

Planning level cost estimates will be developed for each improvement measure. If a measure was previously identified in the TIF or Downtown Plan Supplemental TIF, and not yet built or funded but still included in the TMP, then we will update the information as accordingly. We will confirm with City staff that no outside funding is anticipated for any of these projects, such as developer fees, grants or Caltrans-funded projects. If there is other funding for any project, we will deduct the amount as needed from the cost estimate. The cost estimates will include unit costs for specific elements, but will not include detailed design or CAD drawings of the improvements. All estimates and assumptions will be documented.

8.4 Impact Fee Structure

An impact fee structure based on daily and/or peak hour trips will be developed that would provide a fee per trip. The fee will be based on the total cost estimate of all improvements, and not a subset of the total amount, with a goal of collecting adequate monies to fund all of the mitigation measures.

8.5 TIF Reports (Draft, Final)

A Draft Transportation Impact Fee Report will be prepared that details all of the data utilized, assumptions applied, procedures followed, results and recommendations, with appropriate tables and appendices. This report will provide the City with the information needed to establish the basis of the fee as well as the fee itself. One Draft TIF Report is assumed.

Comments on the Draft TIF Report will be addressed and a Final TIF Report will be prepared. One Final Report is assumed.

Deliverables:

- i. Research Memo of alternative approaches to TIF programs
- ii. Draft TIF (electronic)
- iii. Final TIF (electronic)

TASK 9: Meetings and Project Administration

We anticipate a series of in-person meetings with City staff and a Steering Committee/Technical Advisory Committee (TAC), as well as ongoing project coordination via conference calls, video conferencing, e-mail or other means.

Project Schedule

1. Project Initiation	June 2017
2. Transportation Information Summary	June –July 2017
3. Public Engagement (1)	July - September 2017
4. Identify Performance Metrics/Prioritization Criteria	September 2017
5. Initial Strategies and Recommendations	September – December 2017
6. Public Engagement (2)	January 2018
7. Admin Draft TMP	February 2018
Draft TMP	March 2018
Final TMP	April 2018
8. Transportation Impact Fee	April– June 2018
9. Meetings	Ongoing

THIS PAGE INTENTIONALLY LEFT BLANK

THIS PAGE INTENTIONALLY LEFT BLANK



STAFF REPORT

City Council Meeting Date: 4/24/2018
Staff Report Number: 18-097-CC

Informational Item: Quarterly financial review of General Fund operations as of March 31, 2018

Recommendation

This is an informational item and does not require City Council action.

Policy Issues

The quarterly budget-to-actual report is presented to facilitate better understanding of General Fund operations and the overall state of the City's current fiscal affairs by the public and the City Council.

Background

In order to provide timely information to City Council and the public, the Administrative Services Department prepares a quarterly report on General Fund operations. The report provides a review of General Fund revenues and expenditures for the most recently completed quarter of the current fiscal year. These results are presented alongside results from the same period for the previous year, with material differences being explained in the appropriate section of the staff report.

Analysis

The report was developed to apprise City Council of the year-to-date status of the General Fund. It provides year-to-date third quarter comparable data for fiscal years 2016-17 and 2017-18. Information included in this report is intended to highlight some of the critical elements of revenues and expenditures and to supplement that information with explanations of significant differences between fiscal years 2016-17 and 2017-18.

Overall, revenues in the General Fund for fiscal year 2017-18 are 17.9 percent higher when compared to the same period in fiscal year 2016-17. Year-to-date expenditures are also on track at 87 percent of the budget expended. It is important to note that the city's budget cycle is yearly and in order to prepare quarterly reports, a straight-line estimation method is used. As a result, the third-quarter amended budget shown is an even three-fourths of the annual amended budget rather than representing a budget developed specifically for the first nine months of the fiscal year.

Revenues

Table 1 below shows a summary of third quarter budget-to-actual revenues for fiscal years 2016-17 and 2017-18.

Table 1: FY 2017-18 Q3 General Fund Budget to Actuals Revenues

	2016-17			2017-18		
	Q3 amended budget*	Actual 3/31/2017	% of budget	Q3 amended budget*	Actual 3/31/2018	% of budget
Taxes	\$22,905,300	\$21,049,035	91.9%	\$26,647,705	\$23,769,610	89.2%
Franchise fees	1,483,500	697,328	47.0%	1,535,250	867,943	56.5%
License and permits	4,606,395	4,751,257	103.1%	5,571,406	5,775,155	103.7%
Intergovernmental	742,539	614,310	82.7%	861,963	792,743	92.0%
Fines	800,732	754,176	94.2%	946,800	622,564	65.8%
Interest and rent income	825,899		39.4%	673,650	725,756	107.7%
Charge for services	5,994,611	6,448,190	107.6%	7,257,558	8,528,568	117.5%
Other	39,563	118,424	299.3%	49,532	30,877	62.3%
Transfers and assigned fund balance	1,299,127	322,627	24.8%	2,338,762	243,917	13.9%
Total	\$38,697,666	\$35,080,383	90.7%	\$45,293,460	\$41,357,132	91.3%

*The Q3 budget is calculated as 75 percent of the total amended budget.

Through the first three quarters of fiscal year 2017-18, general fund revenues are \$41.4M, which is a 17.9 percent increase over the same period in fiscal year 2016-17. This increase is primarily driven by property tax, sales tax, the receipt of a development fee at the beginning of the fiscal year, and deposits made for future community development services.

Overall, revenue is higher than the previous year but on track with the amended budget estimates. It is important to note that some substantial revenues, including some property tax and transient occupancy tax remittances, occur in the last quarter of the fiscal year and may yet have some effect on the overall revenue picture.

Expenditures

The first three quarters of the fiscal year's General Fund expenditures budget demonstrated some savings when comparing budget to actual. Expenditures in the first three quarters of fiscal year 2017-18 are tracking extremely similarly overall with the same period in fiscal year 2016-17 as a percentage of the City Council amended budget. Total expenditures of \$38.2M are greater than the \$35.6M amount from the previous year, but match the percentage at 87 percent for both fiscal years 2016-17 and 2017-18.

The lower than budgeted expenditures are driven primarily by operating expenditures, which are lower than previous year by 1.9 percent. The City is also experiencing lower than budgeted personnel expenses; however, the midyear amendment reducing the overall personnel budget brought the actual expenditures closely in line with the amended budget amount.

Table 2: FY 2017-18 Q3 General Fund Budget to Actuals Revenues

	2016-17			2017-18		
	Q3 amended budget*	Actual 03/31/2017	% of budget	Q3 amended budget*	Actual 03/31/2018	% of budget
Personnel						
Salaries and wages	\$17,826,866	\$16,876,583	94.7%	\$17,747,496	\$17,438,391	98.3%
Fringe benefits	7,744,420	7,496,347	96.8%	8,157,193	8,091,517	99.2%
Subtotal	\$25,571,286	\$24,372,930	95.3%	\$25,904,688	\$25,529,908	98.6%
Operating						
Operating expense	\$3,894,960	\$3,628,117	93.1%	\$4,900,277	\$4,179,129	85.3%
Utilities	1,021,861	931,593	92.1%	1,118,663	1,018,660	91.1%
Services	5,489,136	3,369,486	61.4%	6,213,370	3,276,529	52.7%
Fixes assets and capital outlay	188,174	51,611	27.4%	373,836	181,937	48.7%
Travel	90,615	82,020	90.5%	128,678	92,858	72.2%
Repairs and maintenance	680,136	537,511	79.0%	664,030	575,524	56.7%
Special projects and transfers	3,864,807	2,644,691	68.4%	4,469,076	3,352,619	75.0%
Subtotal	\$15,229,689	\$11,245,029	73.8%	\$17,867,929	\$12,677,256	70.9%
Total	\$40,800,975	\$35,617,959	87.3%	\$43,772,618	\$38,207,165	87.3%

*The Q3 budget is calculated as 75 percent of the total amended budget.

Overall, there are no areas of great concern regarding actual revenues and expenditures relative to the City Council amended budget as of the end of the third quarter of fiscal year 2017-18.

Impact on City Resources

There is no impact on city resources.

Public Notice

Public notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

Report prepared by:
Dan Jacobson, Finance and Budget Manager

Report reviewed by:
Nick Pegueros, Administrative Services Director

THIS PAGE INTENTIONALLY LEFT BLANK



STAFF REPORT

City Council Meeting Date: 4/24/2018
Staff Report Number: 18-094-CC

Informational Item: Review of the City's investment portfolio as of March 31, 2018

Recommendation

This is an informational item and does not require City Council action.

Policy Issues

The City and the successor agency funds are invested in full compliance with the City's investment policy and State law, which emphasize safety, liquidity and yield.

Background

The City's investment policy requires a quarterly investment report to the City Council, which includes all financial investments of the City and provides information on the investment type, value and yield for all securities.

Analysis

The City's investment portfolio as of March 31, 2018, totaled \$125,268,225. As shown below in table 1, the City's investments by type are measured by the amortized cost as well as the fair value as of March 31, 2018. The Local Agency Investment Fund (LAIF) is considered a safe investment as it provides the liquidity of a money market fund. The majority of the remaining securities are prudent and secure short-term investments (1-3 years), bearing a higher interest rate than LAIF and provide investment diversification.

Table 1: Recap of investments held as of March 31, 2018			
Security	Amortized cost basis	Fair value basis	% of portfolio
Local Agency Investment Fund	\$64,721,885	\$64,721,885	51.70%
Securities portfolio			
Corporate bonds	\$18,247,881	\$18,036,571	14.40%
Government agencies	\$31,454,963	\$31,137,835	24.90%
Government bonds	\$11,471,230	\$11,371,934	9.10%
Total	\$125,895,959	\$125,268,225	100.00%

As shown in table 1, the fair value of the City's securities was \$627,734 less than the amortized cost as of March 31, 2018. The difference between amortized cost and fair value is referred to as an unrealized loss or

gain, and is due to market values fluctuating from one period to another. It is important to note that any unrealized loss or gain does not represent an actual cash transaction to the City, as the City generally holds securities to maturity to avoid market risk.

Local agency investment fund

As previously shown in Table 1, 52 percent of the portfolio resides in the City's account at LAIF, a liquid fund managed by the California State Treasurer, yielding 1.41 percent for the month ended March 31, 2018. LAIF yields have been at historic lows for the past several years but the last two years have shown a small but steady trend upward. While LAIF is a good investment option for funds needed for liquidity, the City's investment of excess funds in other types of securities is made in an effort to enhance yields.

Securities portfolio

As of March 31, 2018, the City held a number of securities in corporate bonds, government agency notes and government bonds. Insight Investment serves as the City's financial adviser on security investments and makes recommended trades of securities, purchase and sale that align market conditions to the City Council's adopted investment policy to the greatest extent possible. The Insight Investments quarterly statement for the period ended March 31, 2018, is provided in Attachment A. As shown on the quarterly statement, the return for the period ended March 31, 2018, on an amortized cost basis, was 0.35 percent.

Impact on City Resources

Due to the liquidity of LAIF accounts, the City has more than sufficient funds available to meet its expenditure requirements for the next six months.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

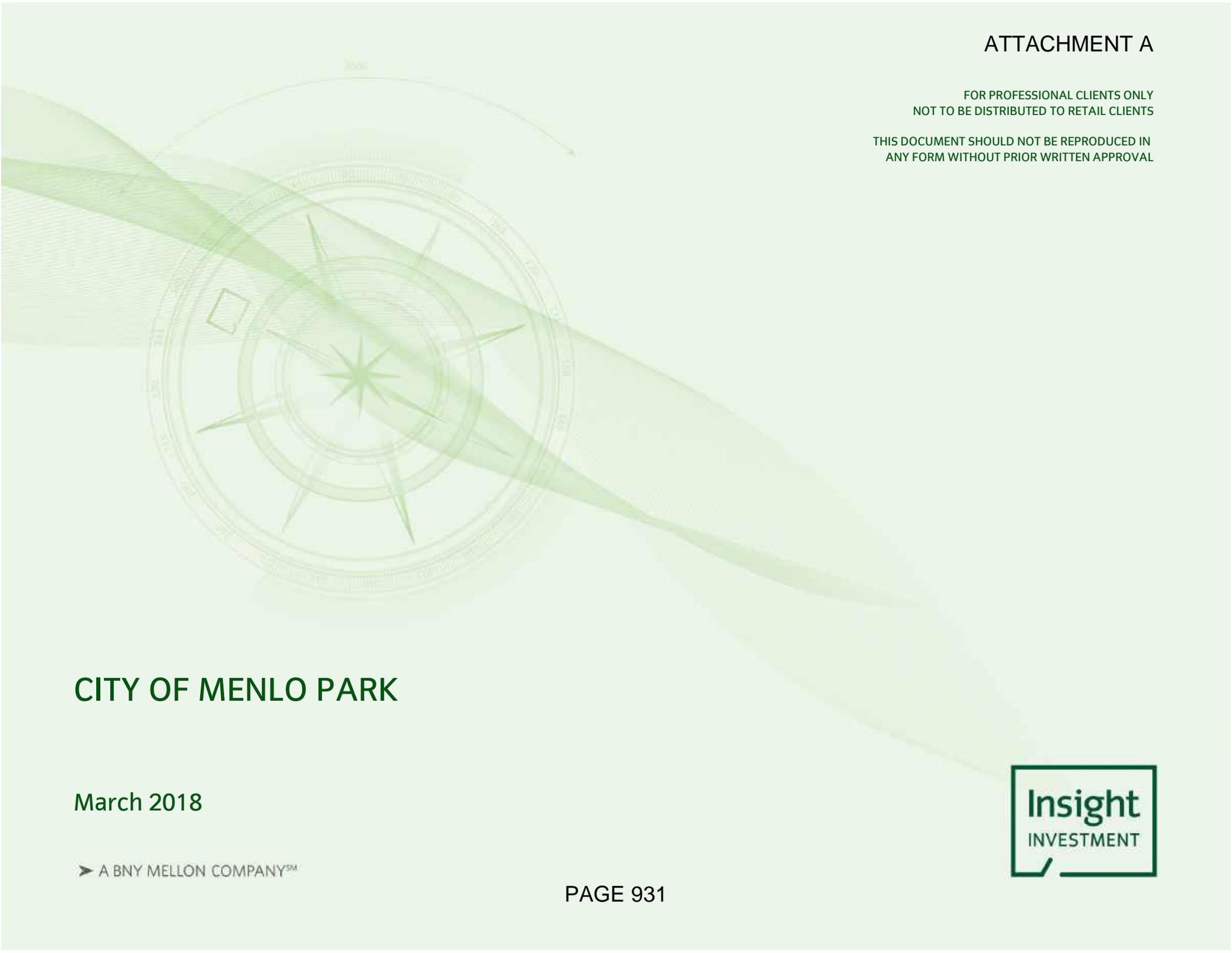
A. Insight investment report for the quarter ended March 31, 2018

Report prepared by:

Dan Jacobson, Finance and Budget Manager

FOR PROFESSIONAL CLIENTS ONLY
NOT TO BE DISTRIBUTED TO RETAIL CLIENTS

THIS DOCUMENT SHOULD NOT BE REPRODUCED IN
ANY FORM WITHOUT PRIOR WRITTEN APPROVAL



CITY OF MENLO PARK

March 2018

➤ A BNY MELLON COMPANYSM



ACTIVITY AND PERFORMANCE SUMMARY

For the period January 1, 2018 - March 31, 2018

<u>Amortized Cost Basis Activity Summary</u>		
Opening balance		61,214,808.59
Income received	219,177.95	
Total receipts		219,177.95
Expenses paid	(291.67)	
Total disbursements		(291.67)
Interportfolio transfers	(301,701.40)	
Total Interportfolio transfers		(301,701.40)
Realized gain (loss)		(225.58)
Total amortization expense		(23,212.37)
Total OID/MKT accretion income		18,780.70
Return of capital		0.00
Closing balance		61,127,336.22
Ending fair value		60,546,340.08
Unrealized gain (loss)		(580,996.14)

<u>Detail of Amortized Cost Basis Return</u>				
	Interest earned	Accretion (amortization)	Realized gain (loss)	Total income
Corporate Bonds	83,298.29	(4,728.40)	(225.58)	78,344.31
Government Agencies	102,792.66	(2,059.27)	0.00	100,733.39
Government Bonds	36,026.42	2,356.00	0.00	38,382.42
Total	222,117.37	(4,431.67)	(225.58)	217,460.12

<u>Comparative Rates of Return (%)</u>			
	* Twelve month trailing	* Six month trailing	* Three month trailing
Fed Funds	1.19	0.66	0.35
Overnight Repo	1.16	0.65	0.35
Merrill Lynch 3m US Treas Bill	1.14	0.67	0.38
Merrill Lynch 6m US Treas Bill	1.26	0.75	0.41
ML 1 Year US Treasury Note	1.46	0.87	0.48
ML 2 Year US Treasury Note	1.66	0.98	0.53
ML 5 Year US Treasury Note	2.06	1.14	0.62

* rates reflected are cumulative

<u>Summary of Amortized Cost Basis Return for the Period</u>	
	Total portfolio
Interest earned	222,117.37
Accretion (amortization)	(4,431.67)
Realized gain (loss) on sales	(225.58)
Total income on portfolio	217,460.12
Average daily amortized cost	61,137,733.57
Period return (%)	0.35
YTD return (%)	0.35
Weighted average final maturity in days	474

ACTIVITY AND PERFORMANCE SUMMARY

For the period January 1, 2018 - March 31, 2018

<u>Fair Value Basis Activity Summary</u>		
Opening balance		60,843,597.34
Income received	219,177.95	
Total receipts		219,177.95
Expenses paid	(291.67)	
Total disbursements		(291.67)
Interportfolio transfers	(301,701.40)	
Total Interportfolio transfers		(301,701.40)
Unrealized gain (loss) on security movements		0.00
Return of capital		0.00
Change in fair value for the period		(214,442.14)
Ending fair value		60,546,340.08

<u>Detail of Fair Value Basis Return</u>			
	Interest earned	Change in fair value	Total income
Corporate Bonds	83,298.29	(117,951.26)	(34,652.97)
Government Agencies	102,792.66	(58,636.00)	44,156.66
Government Bonds	36,026.42	(37,854.88)	(1,828.46)
Total	222,117.37	(214,442.14)	7,675.23

<u>Comparative Rates of Return (%)</u>			
	* Twelve month trailing	* Six month trailing	* Three month trailing
Fed Funds	1.19	0.66	0.35
Overnight Repo	1.16	0.65	0.35
ICE ML 3m US Treas Bill	1.11	0.64	0.35
ICE ML 6m US Treas Bill	1.15	0.59	0.32
ICE ML 1 Year US Treasury Note	0.66	0.27	0.25
ICE ML US Treasury 1-3	0.03	(0.38)	(0.13)
ICE ML US Treasury 1-5	(0.10)	(0.76)	(0.38)

* rates reflected are cumulative

<u>Summary of Fair Value Basis Return for the Period</u>	
	Total portfolio
Interest earned	222,117.37
Change in fair value	(214,442.14)
Total income on portfolio	7,675.23
Average daily total value *	60,846,407.36
Period return (%)	0.01
YTD return (%)	0.01
Weighted average final maturity in days	474

* Total value equals market value and accrued interest

ADDITIONAL INFORMATION

As of March 31, 2018

Past performance is not a guide to future performance. The value of investments and any income from them will fluctuate and is not guaranteed (this may partly be due to exchange rate changes) and investors may not get back the amount invested. Transactions in foreign securities may be executed and settled in local markets. Performance comparisons will be affected by changes in interest rates. Investment returns fluctuate due to changes in market conditions. Investment involves risk, including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. The information contained herein is for your reference only and is being provided in response to your specific request and has been obtained from sources believed to be reliable; however, no representation is made regarding its accuracy or completeness. This document must not be used for the purpose of an offer or solicitation in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful or otherwise not permitted. This document should not be duplicated, amended, or forwarded to a third party without consent from Insight. This is a marketing document intended for professional clients only and should not be made available to or relied upon by retail clients.

Investment advisory services in North America are provided through four different SEC-registered investment advisers using the brand Insight Investment: Cutwater Asset Management Corp. (CAMC), Cutwater Investor Services Corp. (CISC), Insight North America LLC (INA) and Insight Investment International Limited (IILL). The North American investment advisers are associated with a broader group of global investment managers that also (individually and collectively) use the corporate brand Insight Investment and may be referred to as Insight, Insight Group or Insight Investment.

Both CISC and CAMC are investment advisers registered with the Securities and Exchange Commission (SEC), under the Investment Advisers Act of 1940, as amended. Registration with the SEC does not imply a certain level of skill or training. You may request, without charge, additional information about Insight. Moreover, specific information relating to Insights strategies, including investment advisory fees, may be obtained from CAMCs and CISCs Forms ADV Part 2A, which are available without charge upon request.

Where indicated, performance numbers used in the analysis are gross returns. The performance reflects the reinvestment of all dividends and income. CAMC and CISC charge management fees on all portfolios managed and these fees will reduce the returns on the portfolios. For example, assume that \$30 million is invested in an account with either CAMC or CISC, and this account achieves a 5.0% annual return compounded monthly, gross of fees, for a period of five years. At the end of five years that account would have grown to \$38,500,760 before the deduction of management fees. Assuming management fees of 0.25% per year are deducted monthly from the account, the value at the end of the five year period would be \$38,022,447. Actual fees for new accounts are dependent on size and subject to negotiation. CAMCS and CISC's investment advisory fees are discussed in Part 2A of the Firms Form ADV.

Unless otherwise stated, the source of information is Insight. Any forecasts or opinions are Insights own at the date of this document (or as otherwise specified) and may change. Material in this publication is for general information only and is not advice, investment advice, or the recommendation of any purchase or sale of any security. Insight makes no implied or expressed recommendations concerning the manner in which an account should or would be handled, as appropriate investment strategies depend upon specific investment guidelines and objectives and should not be construed to be an assurance that any particular security in a strategy will remain in any fund, account, or strategy, or that a previously held security will not be repurchased. It should not be assumed that any of the security transactions or holdings referenced herein have been or will prove to be profitable or that future investment decisions will be profitable or will equal or exceed the past investment performance of the securities listed.

For trading activity the Clearing broker will be reflected. In certain cases the Clearing broker will differ from the Executing broker.

In calculating ratings distributions and weighted average portfolio quality, Insight assigns U.S Treasury and U.S agency securities a quality rating based on the methodology used within the respective benchmark index. When Moodys, S&P and Fitch rate a security, Bank of America and Merrill Lynch indexes assign a simple weighted average statistic while Barclays indexes assign the median statistic. Insight assigns all other securities the lower of Moodys and S&P ratings.

Information about the indices shown here is provided to allow for comparison of the performance of the strategy to that of certain well-known and widely recognized indices. There is no representation that such index is an appropriate benchmark for such comparison. You cannot invest directly in an index and the indices represented do not take into account trading commissions and/or other brokerage or custodial costs. The volatility of the indices may be materially different from that of the strategy. In addition, the strategys holdings may differ substantially from the securities that comprise the indices shown.

The BofA Merrill Lynch 3 Mo US T-Bill index is an unmanaged market index of U.S. Treasury securities maturing in 90 days that assumes reinvestment of all income.

The BofA Merrill Lynch 6 Mo US T-Bill index measures the performance of Treasury bills with time to maturity of less than 6 months.

The BofA Merrill Lynch Current 1-Year US Treasury Index is a one-security index comprised of the most recently issued 1-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 1-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch Current 3-Year US Treasury Index is a one-security index comprised of the most recently issued 3-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 3-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch Current 5-Year US Treasury Index is a one-security index comprised of the most recently issued 5-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 5-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch 1-3 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than three years.

The BofA Merrill Lynch 1-5 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than five years.

Insight does not provide tax or legal advice to its clients and all investors are strongly urged to consult their tax and legal advisors regarding any potential strategy or investment.

ADDITIONAL INFORMATION

As of March 31, 2018

Insight is a group of wholly owned subsidiaries of The Bank of New York Mellon Corporation. BNY Mellon is the corporate brand of The Bank of New York Mellon Corporation and may also be used as a generic term to reference the Corporation as a whole or its various subsidiaries generally. Products and services may be provided under various brand names and in various countries by subsidiaries, affiliates and joint ventures of The Bank of New York Mellon Corporation where authorized and regulated as required within each jurisdiction. Unless you are notified to the contrary, the products and services mentioned are not insured by the FDIC (or by any governmental entity) and are not guaranteed by or obligations of The Bank of New York Mellon Corporation or any of its affiliates. The Bank of New York Corporation assumes no responsibility for the accuracy or completeness of the above data and disclaims all expressed or implied warranties in connection therewith.

© 2018 Insight Investment. All rights reserved.

THIS PAGE INTENTIONALLY LEFT BLANK



STAFF REPORT

City Council

Meeting Date: 4/24/2018

Staff Report Number: 18-096-CC

Informational Item: Quarterly update on the 2018 City Council Work Plan

Recommendation

This is an informational item and does not require City Council action.

Policy Issues

It has been the City Council's policy to adopt its work plan annually. Any policy issues that may arise from the implementation of individual work plan items will be considered at that time.

Background

On January 29, 2018, the City Council held a Special Meeting at the Arrillaga Family Recreation Center to discuss and identify the work plan items for the year.

On February 6, 2018, the City Council approved the work plan and staff will use it to help craft the fiscal year 2018-19 budget.

Analysis

The City Council work plan includes 59 projects, which fall under two categories:

- 6 priority projects
- 53 remaining and ongoing projects

The priority projects take the highest precedence, and when needed, resources would be shifted from the remaining and ongoing work plan (Attachment A) to ensure completion of the priority projects as needed.

This quarterly report includes status updates on individual work plan items.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. Status update for the 2018 City Council Work plan

Report prepared by:

Peter Ibrahim, Management Analyst II

Priority Projects (as approved on February 6, 2018)				
Project	Summary	Lead Department	Supporting Departments	1st Quarter Update
District Elections	Menlo Park is transitioning to a by-district election system effective for the November 2018 City Council election. Demand for election-related staff support is expected to be higher than normal.	City Manager's Office	-	The Advisory Districting Committee issued its recommendation to the City Council on February 23, 2018. On March 21, 2018, the City Council selected the five-district map and related election sequencing recommended by the Committee. On April 17, 2018, the City Council introduced Ordinance No. 1044 to implement by-district elections, including the election sequencing and approval of the district boundaries map.
Transportation Master Plan	<p>The Transportation Master Plan provides a bridge between the policy framework adopted within the Circulation Element and project level efforts to modify the transportation network within Menlo Park.</p> <p>The Plan, when completed, would provide a detailed vision, set goals and performance metrics for network performance, and outline an implementation strategy for both improvements to be implemented locally and for local contributions toward regional improvements. Following development of the Plan, a fee program update would provide a mechanism to modernize the collection of funds toward construction of the improvements identified and prioritized in the Master Plan.</p>	Public Works	City Manager's Office, Community Development, Police	The Outreach and Oversight Committee met on March 20, 2018, to review the first set of potential improvement options for two high profile corridors in the City. On April 24, 2018, the City Council is scheduled to review the project scope and schedule and make any necessary adjustments, which are likely to affect established project milestones.
Citywide Safe Routes to School Program (Non-infrastructure)	<p>Safe Routes to School typically encompasses six program elements: education, encouragement, enforcement, equity, engineering and evaluation (6 E's). The development of a Safe Routes to Schools program would establish a partnership between the City, local schools, and parent groups to ensure issues that discourage students from walking and bicycling to school are addressed.</p> <p>This program would establish a stakeholder group to work collaboratively on Safe Routes issues and solutions, develop incentive and encouragement programs, and outline the framework to build and sustain the program over time. This program would not construct or fund infrastructure improvements, although it would establish a staff liaison to identify infrastructure needs within other capital project planning processes in the City.</p> <p>The Citywide Safe Routes to School Initiative (non-infrastructure) is an ongoing, multi-year program that will require annual funding.</p>	Public Works	Police	Staff is targeting the release a request for proposal for consultant services by the end of April and City Council authorization of a consultant contract by the end of June. The first stakeholder meeting will be convened in the fall at the beginning of the fiscal year 2018-19 school year.
Implement El Camino Real/Downtown Specific Plan biennial review	Commence the El Camino Real/Downtown Specific Plan biennial review and initiate associated amendments, which may encompass the following items: Revisions to the residential and commercial maximum allowable development levels, modify existing floor area ratio (FAR) and height limits in applicable zoning districts, potentially modify zoning to permit a mixed-use parking facility and possible revisions for the following: required setbacks and sidewalk standards; hotel, personal service and transit station area parking requirements; sign area requirements for larger parcels; and a hotel incentive analysis. Completion of this work with require the retention of a private consultant to assist City staff.	Community Development	City Manager's Office, Public Works	City Council will consider direction on possible amendments to the Plan in April 2018. Approval of a work plan, budget and consultant contracts is targeted by the end of 2018.
Downtown Parking Garage	<p>Determine potential uses, siting, funding and design of a downtown parking structure.</p> <p>Staff has evaluated a number of options for developing a parking structure and/or mixed use development. With that in mind, there is no consensus yet regarding the mix of uses, siting, funding strategy and design of a parking structure.</p> <p>Staff will research options for presentation to City Council with the known limitations and schedule a community meeting in March to pose these question to the business community, residents and other stakeholders and then report out to the City Council in a study session to be scheduled in April.</p>	City Manager's Office	Administrative Services, Community Development, Public Works	<p>April 11, 2018, Community meeting, April 24, 2018, City Council study session.</p> <p>Next steps will be City Council direction on garage vs. mixed-use and a funding strategy</p>

Priority Projects (as approved on February 6, 2018)

Project	Summary	Lead Department	Supporting Departments	1st Quarter Update
The Guild Theatre - Land Use Entitlement Approval	<p>Complete the approval of the necessary entitlements for the Guild Theatre. The proposed reuse of the Guild Theatre, by a private non-profit developer, will require an amendment to the El Camino Real/Downtown Specific Plan.</p> <p>The proposal is to renovate and expand the current facility as a live entertainment venue for music acts, while also allowing for periodic film showings and community events. The facility would be a three-level (finished basement) 11,000 sq. ft. structure. Staff will retain a consultant to identify a new use definition, modify permitted floor area ratio (FAR) for the new use and determine if additional environmental review would be required. Additional analysis would be required for traffic, parking, and historic assessment.</p> <p>The developer would be responsible for construction and operation of the facility.</p>	Community Development	City Manager's Office, Public Works	Project is on schedule with Planning Commission review tentatively scheduled for April 23, 2018, and City Council review for May 22, 2018

Last modified: April 19, 2018

2018 Remaining Workplan Update Input	Lead Department	Supporting Department(s)	1st Quarter Update
Responding to the development needs of private residential and commercial property owners			
Enhanced Housing Program	City Manager's Office	Community Development, City Attorney's Office	City Council approval of AB 1505 revisions to below market rate (BMR) ordinance guidelines, City Council action on BMR Impact Fee revision, City Council action on 2018 NOFA, City Council action on Housing Commission recommendation for BMR ordinance guideline revisions.
Revisions to the 2016 California Green Building Standards Code for Electric Vehicle Chargers	Community Development	-	Project is on schedule with Planning Commission review tentatively scheduled for June 2018 and City Council review in September 2018.
Single Family Residential Requirements and Guidelines	Community Development	-	No work completed; work is targeted to begin following completion of the Guild Project.
Stanford University 2018 General Use Permit Review	Public Works	Community Development, City Attorney's Office	Santa Clara County is responding to the comments received on the Draft Environmental Impact Report (EIR). No timeline has been announced for the release of the Final EIR.
Attracting thoughtful and innovative private investment to Menlo Park			
Downtown Streetscape Improvement Project (Specific Plan)	Public Works	City Manager's Office	Two restaurants have expressed interest in street café's downtown. Staff is exploring options.
Furthering efficiency in city service delivery models			
Cost allocation plan and user fee study	Administrative Services	All other departments	Study session complete. Public hearing scheduled for April 17, 2018 and continued to April 24, 2018.
Development of a Citywide Communications Program	City Manager's Office	All other departments	Met with internal communications staff and is currently conducting surveys with surrounding jurisdictions.
Information Technology Master Plan Implementation	Administrative Services	Community Development, Public Works	Staff continues to develop a proposal for a new land management system. A recommendation for City Council action is scheduled for May 22, 2018.
Organizational Study of the Public Works Department	City Manager's Office	Public Works	Senior Project Manager hired in City Manager's Office to expedite this project. RFP to be released in May; Contract awarded in July; Report completed by end of 2018.
Organizational Study of the Community Development Department	City Manager's Office	Community Development, Public Works	Senior Project Manager hired in City Manager's Office to expedite this project. RFP to be released in May; Contract awarded in July; Report completed by end of 2018.

2018 Remaining Workplan Update Input	Lead Department	Supporting Department(s)	1st Quarter Update
Charter City Initiative	City Attorney's Office	-	On January 16, 2018, the City Council discussed a potential charter adoption process. On February 13, 2018, the City Council directed to City Attorney to draft an enabling charter. On March 27, 2018, the City Council directed staff to further explore city charter alternatives and return on May 8, 2018, with concepts for an enabling charter, a two-article charter and a hybrid of the two.
Employee Engagement/Organizational Development	All	-	Department action planning process complete.
West Menlo Triangle Annexation	City Manager's Office	Community Development, Public Works	On February 13, 2018, the City Council appointed an ad hoc subcommittee of Carlton and Mueller.
Improving Menlo Park's multimodal transportation system to move people and goods through Menlo Park more efficiently			
Haven Avenue Streetscape Improvement	Public Works	-	Staff identifying funding and phasing strategy to complete Caltrans right of way portion; City right of way portion completed.
Create Transportation Management Association	Public Works	-	Staff meeting with property owners and preparing request for proposals for consultant assistance.
High Speed Rail Coordination & Environmental Review	Public Works	City Manager's Office, Outside Legal Counsel	Latest High-Speed Rail business plan released. Staff is preparing comments for City Council review on May 22, 2018.
Oak Grove, University, Crane Bicycle Improvement Project	Public Works	-	Consultant collecting data for pilot evaluation.
Willows Neighborhood Complete Streets	Public Works	Police	On hold due to staff vacancies.
El Camino Real Corridor Study	Public Works	-	On hold due to staff vacancies.
Middlefield Rd/Ravenswood and Ringwood Avenues Traffic Signals Modification	Public Works	-	On hold due to staff vacancies.
Willow/101 Interchange	Public Works	Police	Staff continues to coordinate with Caltrans as construction continues.
Chilco Streetscape and Sidewalk Installation	Public Works	Community Development	New underground utilities were installed. Design for sidewalks and new landscaping being finalized.
Ravenswood Avenue/Caltrain Grade Separation Study	Public Works	-	City Council Rail Subcommittee held a meeting April 17, 2018. Full City Council to review options and select a preferred alternative as soon as May 8, 2018.
Middle Avenue Caltrain Crossing Study	Public Works	Community Development	On hold due to staff vacancies.
Maintaining and enhancing Menlo Park's municipal infrastructure and facilities			
Arrillaga Family Recreation Center HVAC System Upgrade	Public Works	Community Services	On hold due to staff vacancies.
Burgess Pool Capital Improvements	Public Works	Community Services	Staff is identifying the priorities for improvements.
Gatehouse Fence Replacement	Public Works	-	On hold pending outcome of Main Library siting process.
Facilities Maintenance Master Plan	Public Works	Community Services	On hold due to staff vacancies.
Reservoir Reroof and Mixers	Public Works	-	Revisiting scope of work for re-roof of reservoir #2 in order to redesign and re-bid the project.
Library Landscaping	Public Works	Library	New plants installed near library sign on Ravenswood Avenue.

2018 Remaining Workplan Update Input	Lead Department	Supporting Department(s)	1st Quarter Update
Water System Master Plan	Public Works	Administrative Services	City Council held a study session on April 17, 2018 and provided feedback on staffing and capital improvement plan.
Chrysler Pump Station Improvements	Public Works	-	Staff continues to coordinate with Bohannon team on project design. Exploring options for potential funding gap.
San Francisquito Creek Upstream of 101 Flood Protection Project	Public Works	City Manager's Office	Staff coordinating with SFCJPA partners on bridge design. Draft EIR targeted for release this summer.
Emergency Water Supply	Public Works	-	Release of construction bid package for corp yard well targeted for June. Staff exploring options for the location of a second well.
Providing high-quality resident enrichment, recreation, and discovery			
Parks and Recreation Facilities Master Plan Update	Community Services	Administrative Services, Public Works	Master plan is underway with the meeting of the oversight and outreach group on March 21, 2018 and with the first community workshop scheduled for April 26, 2018. An online survey is available now in both English and Spanish.
Park Playground Equipment	Public Works	Community Services	RFQ released - targeting City Council authorization of contract by the end of June 2018.
Jack Lyle Park Restroom	Public Works	Community Services	Construction bid released in April. Targeting City Council award of contract by the end of June 2018.
Willow Oaks Park Improvements	Public Works	Community Services	Staff identifying utility needs/impacts of restroom and dog park and preparing application for Planning Commission review of restroom design.
Burgess Park Snack Shack	Community Services	Community Development, Public Works	The project is currently under review to finalize scope and determine the necessary utility requirements, planning review process, and next steps.
Equity in Education Joint Powers Authority	City Manager's Office	-	No update at this time, on hold due to staff vacancies.
Minimum Wage Ordinance	City Manager's Office	-	No updates - There is no staff capacity to work on this effort before June 2018.
Realizing Menlo Park's vision of environmental leadership and sustainability			
Green Infrastructure Plan	Public Works	-	Coordinating with C/CAG on countywide effort.
Update the Heritage Tree Ordinance	City Manager's Office	Community Development, Public Works, City Attorney	Work package planning phase complete. Work package and formation of a community task force to be brought to City Council in May for review.

2018 Remaining Workplan Update Input	Lead Department	Supporting Department(s)	1st Quarter Update
Community Zero Waste Plan Implementation	City Manager's Office	Administrative Services, Community Development, Public Works	<p>Assisting Community Development Department in developing standard operating procedures to implement zero waste development rules in the former M-2 area.</p> <p>Agreement entered into with R3 Consulting Group, Inc., to update solid waste and construction and demolition ordinance.</p> <p>Applied for a grant to upgrade drinking fountains to full hydration stations that support reusable bottles.</p>
Planned 2018-19 Capital Improvement Projects			
Bayfront Canal and Atherton Channel Flood Protection	Public Works	-	Staff continues to coordinate with the County on project design and permitting.
Downtown Utility Undergrounding	Public Works	City Manager's Office	Future project.
Welcome to Menlo Park Monument Signs	Public Works	City Manager's Office	Future project.
Climate Change Resiliency Plan	Public Works	City Manager's Office	Future project.
Santa Cruz and Middle Avenues Resurfacing	Public Works	-	Grant awarded for work to occur during the Summer 2019. Preparation of design and grant requirement compliance continues.
Oak Grove Safe Routes to School and Green Infrastructure	Public Works	-	Grant awarded. Staff pursuing detailed design and coordination with adjacent property owners. Construction targeted for Summer 2019.
Bayfront Expressway, Willow Road and Marsh Road Adaptive Signal Timing	Public Works	-	Consultant contract authorized.
Library System Improvements			
Belle Haven Branch Library Improvements	City Manager's Office	Library, Administrative Services, Community Development, Public Works	<p>Library Needs Assessment underway for branch, due to be completed June 2018.</p> <p>RFP for space needs study planned to begin July 2018.</p>
Main Library Improvements	City Manager's Office	Library, Administrative Services, Community Development, Public Works	<p>Siting and uses outreach meetings completed February 2018.</p> <p>Schematic design start awaiting City Council approval.</p>



STAFF REPORT

City Council

Meeting Date: 4/24/2018
Staff Report Number: 18-088-CC

Informational Item: Removal of the relocation of Independence Drive from the zoning map

Recommendation

This is an informational item and does not require City Council action.

Policy Issues

The City Council adopted the ConnectMenlo general plan, which represents a vision for a live/work/play environment in the former M-2 area while maintaining the character and values that the city embraces. The general plan serves as the city's comprehensive and long-range guide to land use and infrastructure development in the city and the city's zoning ordinance provides the legal regulations to implement the vision. Approval of the removal of the relocation of Independence Drive would require City Council action to amend the city's zoning map at a future meeting.

Background

On November 29, 2016, the City Council certified the ConnectMenlo environmental impact report and approved the general plan land use and circulation elements. On December 6, 2016, the City Council adopted three new zoning districts for consistency with the new Bayfront (M-2 area) land use designations in the land use element. The new Office (O), Life Sciences (LS), and Residential Mixed Use (R-MU) zoning districts set the framework for creating the live/work/play environment concept that was desired for the area. Each of the districts includes development regulations, design standards, transportation demand management, and green and sustainable building requirements. The new ordinances, along with the new zoning map (Attachment A), became effective January 6, 2017. Proposed developments that meet certain triggers are required to provide new pedestrian, bicycle, and/or vehicle connections to support connectivity and circulation. The new connections may be in the form of either a public street or paseo as denoted in the street classification map (Attachment A) within the circulation element, and zoning map (Attachment B).

The zoning map proposed a new public street between the properties located at 111 and 115 Independence Drive and 104 and 110 Constitution Drive. It was intended that the new public street would actually be a relocation of Independence Drive that would occur with the redevelopment of the adjacent properties. As applications came in for redevelopment, the projects would be required to plan for the future relocated roadway. When the last affected parcel redeveloped, the roadway would be built and the existing Independence Drive alignment could be repurposed. The new roadway was anticipated to provide better connectivity and access to the area in consideration of potential changes to the Marsh Road and Independence Drive intersection as described below.

On February 13, 2018, City Council approved the redesign of the Marsh Road/Independence Drive

intersection to accommodate required mitigation measures from the redevelopment of 151 Commonwealth Drive and Menlo Gateway (100-190 Independence Drive and 101-155 Constitution Drive). The approved design results in reconstruction of the sharp U-turn to a more traditional “T” intersection to allow emergency vehicles access and achieving Caltrans requirements for sight distance by modifying a portion of Constitution Drive to a one-way section. As part of the City Council’s deliberation on this item, the property owners of 111 and 115 Independence Drive and 104 and 110 Constitution Drive expressed written objections to the relocation of Independence Drive in emails to staff and City Council.

Staff met with all four-property owners on-site at 104 Constitution Drive February 12, 2018, to listen to their concerns and explain the design of the “T” intersection as related to the potential future relocation of Independence Drive. At its February 13, 2018, meeting, the City Council approved the design of the “T” intersection and directed staff to meet with the property owners again regarding their concerns about the relocation of Independence Drive. Staff met with all four property owners February 28, 2018. The property owners remained strongly opposed to the relocation of Independence Drive. They sent a summary of their concerns, which were also voiced at the meeting, in a letter to staff and City Council March 6, 2018.

Analysis

Staff conducted several internal meetings to discuss the implications of removing the relocation of Independence Drive from the zoning map and street classification map as requested by the owners of the four affected properties. Staff found through this deliberation that the relocation of Independence Drive was inadvertently not included on the street classification map, which resulted in ambiguity in the requirements for the affected owners. Further, the removal of the Independence Drive relocation would not negatively affect the overall circulation in the area with an appropriate signage plan, which is currently in development.

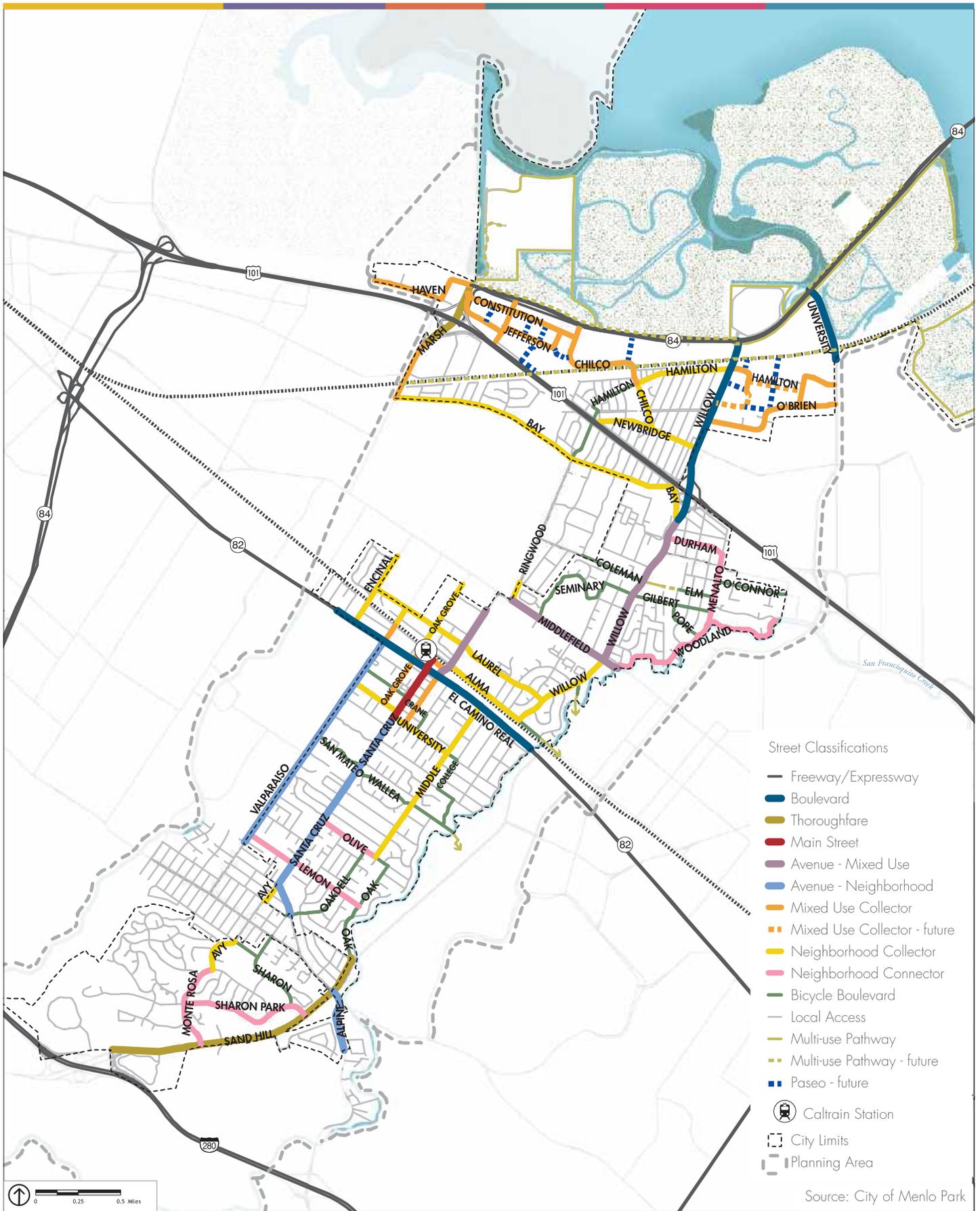
Staff will be conducting a general plan review at the end of this year. Due to strong opposition by the affected property owners and their acceptance and preference for how the elimination of the relocation of Independence Drive would affect their properties, staff is supportive of removing the relocated Independence Drive from the zoning map, to be consistent with the street classification map. During the general plan review, the City Council will have an opportunity to provide feedback on the implementation of the general plan over the past two years. At that time, staff can bring forward the amendment to the zoning map to formally document the removal of the relocation. In the interim, staff intends to proceed with review of projects for these four properties without requiring the new street connection.

Attachments

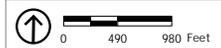
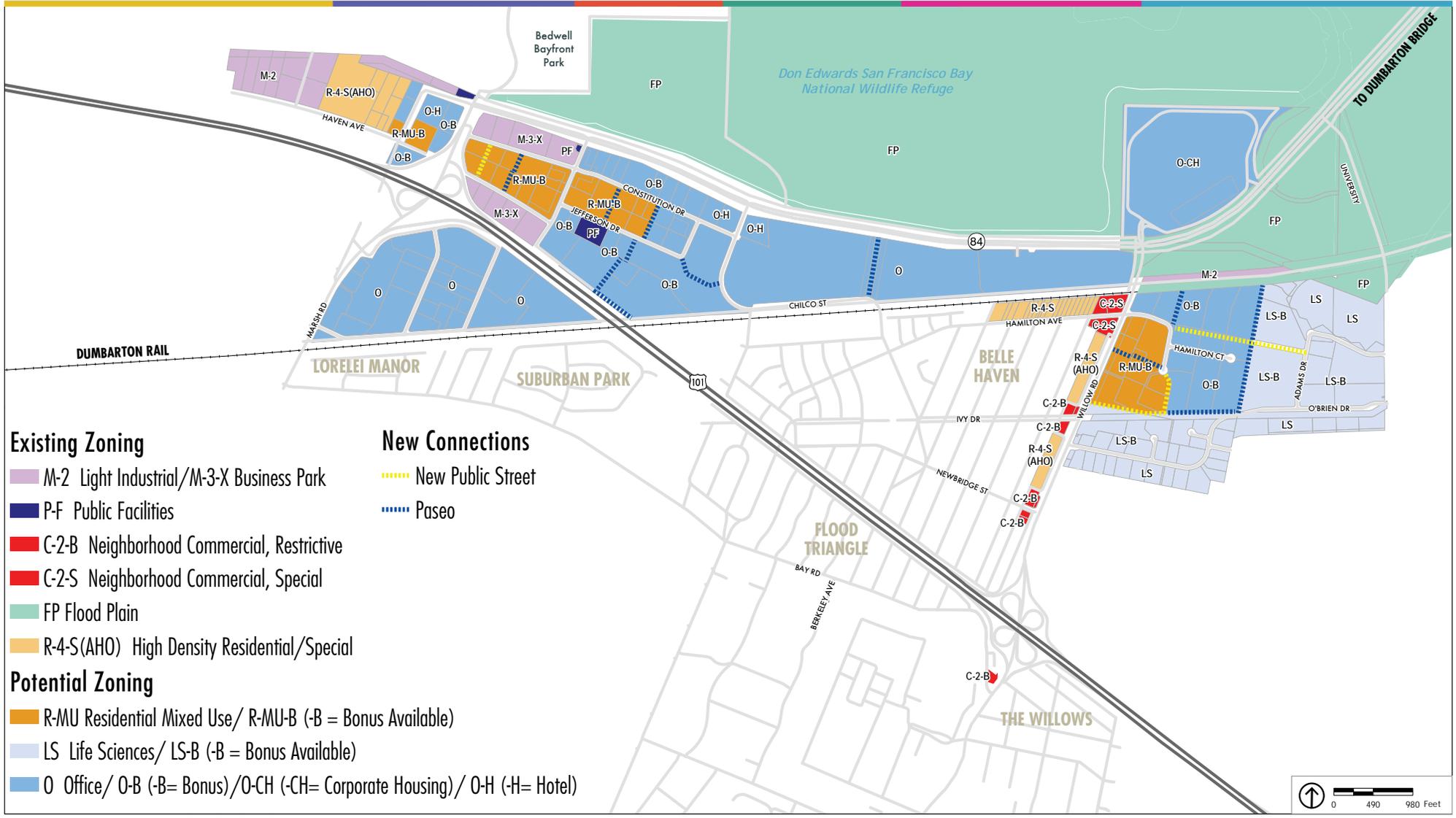
- A. Street classification map
- B. Zoning map

Report prepared by:
Theresa Avedian, Senior Civil Engineer

Report prepared by:
Nikki Nagaya, Assistant Public Works Director



THIS PAGE INTENTIONALLY LEFT BLANK



M-2 AREA ZONING
Adopted: December 6, 2016

THIS PAGE INTENTIONALLY LEFT BLANK