

**Draft**

**REQUEST FOR PROPOSALS**

**FOR**

**SOLID WASTE AND RECYCLABLES COLLECTION**



**CITY *of* CALABASAS**

Distributed on June 26, 2015

Proposals Due on

Friday, July 31, 2015 at 3:00 p. m.

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## Section 1 INTRODUCTION

### 1.1 SOLID WASTE PROGRAM GOALS

The City of Calabasas (City) is requesting proposals from companies that have demonstrated experience in providing solid waste collection services to local governments. Firms who place a high priority on customer service and the diversion of waste from landfill disposal are encouraged to submit a proposal. The goals of the City’s solid waste management program are to:

- Deliver safe, reliable, high-quality collection service at competitive rates;
- Provide state-of-the-industry services that maximize the value of recovered resources, minimize the amount of waste landfilled, and protect the environment, and;
- Minimize administrative burden on City staff

### 1.2 SOLID WASTE PROGRAM BACKGROUND

Prior to 2009, the City arranged for refuse collection service through a non-exclusive permit system, in which several haulers openly competed for residential and commercial customers. In 2009, the City ended the non-exclusive system, and awarded three exclusive franchise agreements. The City awarded one exclusive agreement for each of the three service sectors shown below in Table 1.

**Table 1 Exclusive Franchise Agreements**

Current Agreement	Service Sector	Current Service Provider
Cart Collection Services Agreement	Cart Collection Service to Single-family and Multi-family Customers	Waste Management
Container Collection Services Agreement <sup>1</sup>	Regular Bin Collection Service to Multi-family and Commercial Customers; Regular Rolloff Collection Service to Commercial Customers	Waste Management
Temporary Collection Services Agreement	Temporary Bin and Rolloff Collection Service to Construction & Demolition Customers	Recology

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<sup>1</sup> In this RFP, the draft agreement to replace the Container Collection Services Agreement has been renamed the Regular Bin and Rolloff Collection Agreement to more accurately describe the services it covers.

In 2007, the City adopted a resolution to achieve a 75% diversion goal by 2012. This goal was incorporated into each of the three franchise agreements that were awarded in 2009. In each agreement, the basis of measurement for the 75% diversion goal is limited to only the material handled by the service provider; it does not take into account any 'upstream' or 'third party' waste prevention or diversion.

### **1.3 CITY'S COMMITMENT TO ENVIRONMENTAL STEWARDSHIP**

The City has a high commitment to environmental stewardship. In addition to the 75% diversion goal, the City has adopted additional solid waste-related ordinances.

- In 2007, the City adopted an ordinance banning the use of expanded polystyrene (Styrofoam) for food packaging.
- In 2011, the City approved an ordinance to ban the use of single-use carryout plastic bags in supermarkets and convenience stores.

In alignment with its commitment to environmental stewardship, the City seeks to include state-of-the industry best management practices in its new solid waste franchise agreement(s).

### **1.4 PROCUREMENT OBJECTIVES**

In this procurement, the City has several objectives:

1. Conduct a fair and transparent procurement process to obtain the greatest value in solid waste handling services for the City's residents and businesses.
2. Provide the City with the flexibility to:
  - a. award a combination of two or three exclusive contracts for the three customer sectors (e.g., cart collection, regular bin and rolloff, and temporary bin and rolloff (C&D) collection), or,

- b. award a single exclusive contract to one service provider for all three service sectors.
3. Understand the incremental cost of certain optional state-of-the-industry waste management programs such as door to door HHW collection, and commercial organics collection.
4. Understand the incremental rate premium required by proposers to guarantee the achievement of higher diversion goals.

### 1.5 PROCUREMENT APPROACH

To achieve these procurement objectives, the City has prepared rate proposal forms (included in Appendix A) that enable proposers to offer price proposals for each service sector individually, and to offer package pricing for a single agreement or a combination of the service sectors shown in Table 1.

The City is requesting that proposers submit separate price proposals for each service sector, as well as package pricing for the award of two or all three service sectors to a single proposer. However, proposers are not required to submit proposals for all three service sectors.

The City is also requesting that proposers submit separate cost proposals for certain optional state-of-the-industry waste management programs such as door to door HHW collection, and commercial organics collection.

Finally, the City is requesting rate proposals that correspond to guaranteeing the achievement of a 'base' diversion goal for each agreement. In addition, the City is requesting that proposers submit proposals for rate premiums that correspond to guaranteeing the achievement of diversion goals that are higher than the 'base' diversion goal for each agreement.

The purpose for gathering this information from proposers is to give the City the market information it needs to negotiate one or more franchise agreements that represent the greatest value to the City.

## 1.6 DRAFT FRANCHISE AGREEMENT

To provide proposers with an understanding of the contract terms under which they will provide service, the City has prepared a draft franchise agreement, which is included in Appendix B. This draft agreement can be divided into three separate franchise agreements; one agreement for each service sector. Most of the provisions in the draft franchise agreement will apply to a single agreement for all three service sectors, or to separate agreements for individual service sectors.

However, certain provisions of the draft agreement pertain only to particular service sectors. These provisions that are unique to a particular service sector are designated within the draft agreement as shown below in Table 2.

Table 2                      **Designated Sections of Draft Franchise Agreement**

<b>Draft Franchise Agreement Provisions that Pertain Only to the:</b>	<b>Are:</b>
Cart Collection Services Agreement	Highlighted in Yellow
Regular Bin and Rolloff Collection Agreement	<u>Underlined</u>
Temporary Bin and Rolloff Collection Agreement	<i>Italicized</i>

In the event that the City elects to negotiate and award any separate franchise agreements, the City will use the draft franchise agreement in Appendix B as the basis for preparing those separate agreements.



## Section 2 **RFP PROCESS**

### 2.1 **OVERVIEW**

This RFP outlines the City's procurement process, provides background information about the City, summarizes the scope of services and key contract terms, and describes the information that proposers must include in their proposals.

### 2.2 **PROPOSERS LIST**

Potential proposers who are interested in receiving answers to questions, or amendments related to this RFP should send an email to Marina Issakhani at [missakhani@cityofcalabasas.com](mailto:missakhani@cityofcalabasas.com) and request to be placed on the proposers list.

### 2.3 **MANDATORY PRE-PROPOSAL MEETING**

All proposers must attend a pre-proposal meeting on Tuesday, July 14, 2015 at 10:00 a.m. The pre-proposal meeting will be held in The Founders Hall in the Civic Center Library at 200 Civic Center Way (next door to City Hall). The City reserves the right to reject proposals received from proposers that do not attend the pre-proposal meeting. The City requests that interested proposers RSVP for the mandatory pre-proposal to Marina Issakhani by Friday, July 3, 2015.

### 2.4 **SCHEDULE**

The City intends to procure new solid waste collection services according to the schedule shown on the following page in Table 3.

**Table 3 Procurement Schedule**

Activity/Event	Date
City releases RFP	Friday, June 26, 2015
Proposers RSVP for mandatory pre-proposal meeting	Friday, July 3, 2015
Deadline for proposers to submit questions that will be addressed at the pre-proposal meeting	Thursday, July 9, 2015
City conducts mandatory pre-proposal meeting and provides answers to first round of written questions	10:00 am Tuesday, July 14, 2015
City issues summary of responses provided at the pre-proposal meeting and RFP addendum if necessary	Friday, July 17, 2015
Deadline for proposers to submit any final follow-up written questions	Tuesday, July 21, 2015
City issues answers to any follow-up questions.	Thursday, July 23, 2015
<b>Proposers submit proposals</b>	<b>3:00 pm Friday, July 31, 2015</b>
Evaluation committee reviews proposals and interviews shortlisted proposer(s)	Friday, August 28, 2015
Evaluation committee recommends finalist proposer(s) to City Council.	Wednesday, September 9, 2015
City Council selects contractor(s)	Wednesday, October 14, 2015
City completes negotiations with contractor(s)	Friday, October 30, 2015
City Council approves collection agreement(s)	Wednesday, December 9, 2015
Selected contractor(s) begin new service	Tuesday, March 1, 2016

## 2.5 PROPOSAL TERMS AND CONDITIONS

By submitting a proposal and participating in this procurement process, proposers agree to the following terms and conditions:

### **City's Rights**

The City's rights include, but are not limited to, the following:

- Withdrawing, reissuing or modifying the RFP.
- Requesting clarification and/or additional information from any proposer at any point in the procurement process.

- Executing any or all of the draft agreements with a proposer (or proposers) on the basis of the original proposals and/or any other information submitted by the proposers during the procurement process.
- Rejecting any or all proposals, waiving irregularities in any proposals, or waiving any requirements of the RFP.
- Negotiating with more than one proposer or other service provider, either sequentially or simultaneously, for all or any of the services or contracts in this RFP.
- Accepting a proposal that may not offer the lowest cost but offers the best overall value to the City.

### **Proposer's Responsibilities**

It is the responsibility of each proposer to do the following before submitting its proposal:

- Thoroughly examine this RFP, including the draft agreement and any amendments.
- Become familiar with local conditions that may affect cost, permitting, progress, performance, or services described in this RFP and the attached agreement, including inspection of the City's terrain, streets and service locations.
- Consider all federal, state and local laws, statutes, ordinances, regulations and other applicable laws that may affect costs, permitting, progress, performance, or services.
- Clarify, with the City, any conflicts, errors, or discrepancies in this RFP.
- Agree not to collaborate or discuss with other proposers the content of the proposal or the service fees proposed.
- Direct all questions or comments about this RFP via emails only to:

Marina Issakhani  
Recycling Coordinator  
City of Calabasas  
[missakhani@cityofcalabasas.com](mailto:missakhani@cityofcalabasas.com)

Failure to uphold these responsibilities may result in the proposer being precluded from further consideration.

### **Verification of Information**

The City, and its consultants or legal counsel, may be conducting reference checks on proposers that may involve contacting municipalities currently or previously served by proposer, as well as contacting regulatory agencies involved in the oversight of proposers' facilities and operations. In addition, the City may review the proposers' litigation history, regulatory actions, safety records, and diversion history. The proposer's submission of a proposal shall constitute an agreement to cooperate with such a review.

### **Consequence of Submission of a Proposal**

The submission of a proposal shall not be deemed an agreement between the proposer and the City. The proposal is a contractual offer by the proposer to perform services in accordance with the proposal. Acceptance of a proposal by the City obligates the proposer to enter into good faith negotiations based on the proposal submitted. Any agreement shall not be binding on the City unless and until it is executed by the City and the selected proposer, and any conditions precedent to its effectiveness have been satisfied.

### **Proposal Costs**

The cost of investigating, preparing and submitting a proposal is the sole responsibility of the proposer. The City will not reimburse any proposer for any costs associated with the preparation and submission of a proposal.

## **2.6 WRITTEN QUESTIONS**

All questions regarding the RFP must be sent via email to the City's contact person for this RFP, Marina Issakhani. To preserve the integrity of the RFP process and to ensure that all proposers are provided consistent information, interested parties are directed to refrain from contacting City staff or elected or appointed officials of the City. The City reserves the right to reject proposals from proposers who contact City staff or elected or appointed officials of the City after the date this RFP is issued.

## 2.7 PROPOSAL SUBMISSION

All proposals must be received by the City Clerk's office at the address below no later than 3:00 p.m. on Friday, July 31, 2015. Proposals received after this time and date will be returned unopened. Proposers must hand deliver proposal packages, and obtain a delivery receipt. Proposal packages shall be delivered to:

City Clerk  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

### **Proposer shall submit:**

- One (1) bound, fully executed original;
- Nine (9) bound copies; and,
- One (1) CD or thumb drive with a PDF copy of the proposal

### **The package shall be clearly labeled:**

PROPOSAL FOR SOLID WASTE COLLECTION SERVICES  
FROM:  
Name of Proposer:  
Address:  
Contact Person:  
Cell Phone Number:

## 2.8 EVALUATION PROCEDURES AND CRITERIA

An evaluation team will be designated by the City. The evaluation team will conduct a detailed evaluation of the proposals, conduct reference checks, request additional information, score and rank the proposals, and prepare a recommendation to the City Council. During the process, proposers may be required to attend interviews, allow site

visits, and make presentations to the City. Proposals will be objectively evaluated based on criteria that may include, but not limited to, the following:

- Responsiveness
- Experience in serving local governments
- Waste diversion experience
- Technical proposal
- Safety record
- Exceptions taken to draft agreement
- Financial Resources
- Proposed rates

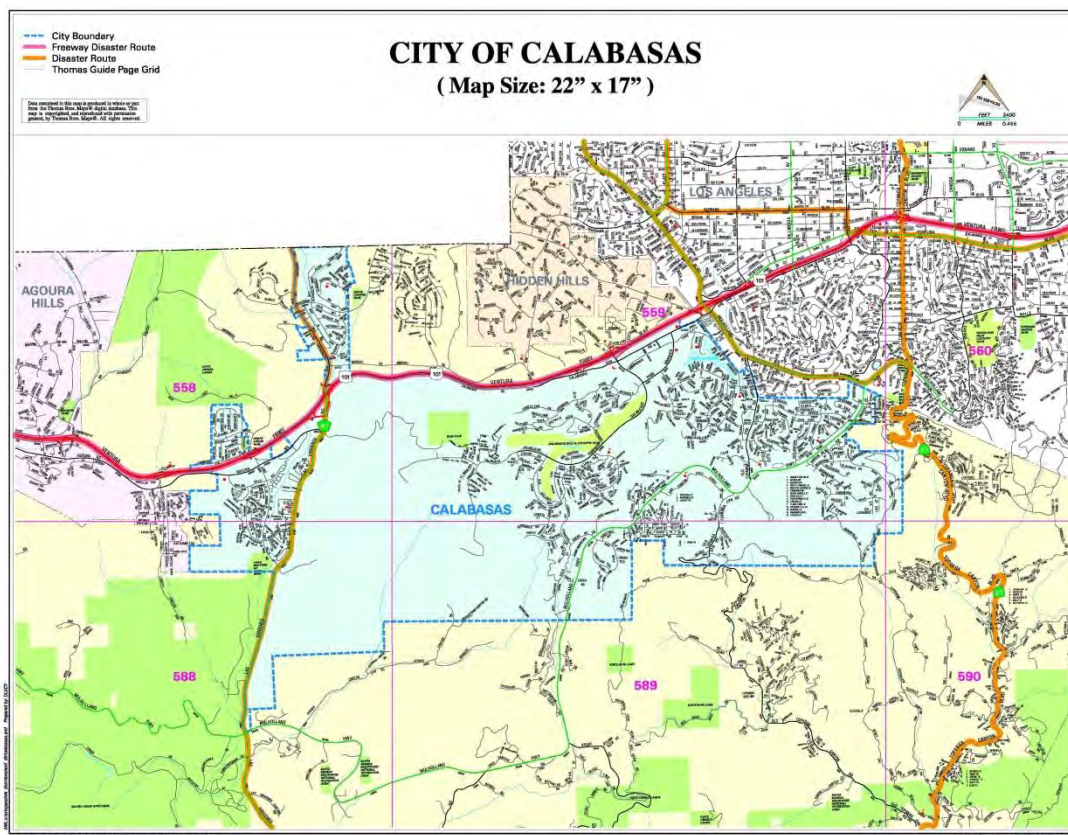
The evaluation team may recommend that the City negotiate with one or more proposers, and may recommend that the City enter into one, two or three franchise agreements for the various service sectors.

### Section 3 BACKGROUND INFORMATION

#### 3.1 GEOGRAPHIC INFORMATION

The City of Calabasas is located in Los Angeles County and includes approximately 13 square miles of hilly terrain. The City is predominately located south of US Route 101 and southwest of Mulholland Drive. The City is almost completely encircled by unincorporated land and divided by a state protected park. One small portion of the City borders the city of Los Angeles. The current city boundaries are shown below in Image 1.

**Image 1 – Street Map**



#### 3.2 DEMOGRAPHIC PROFILE

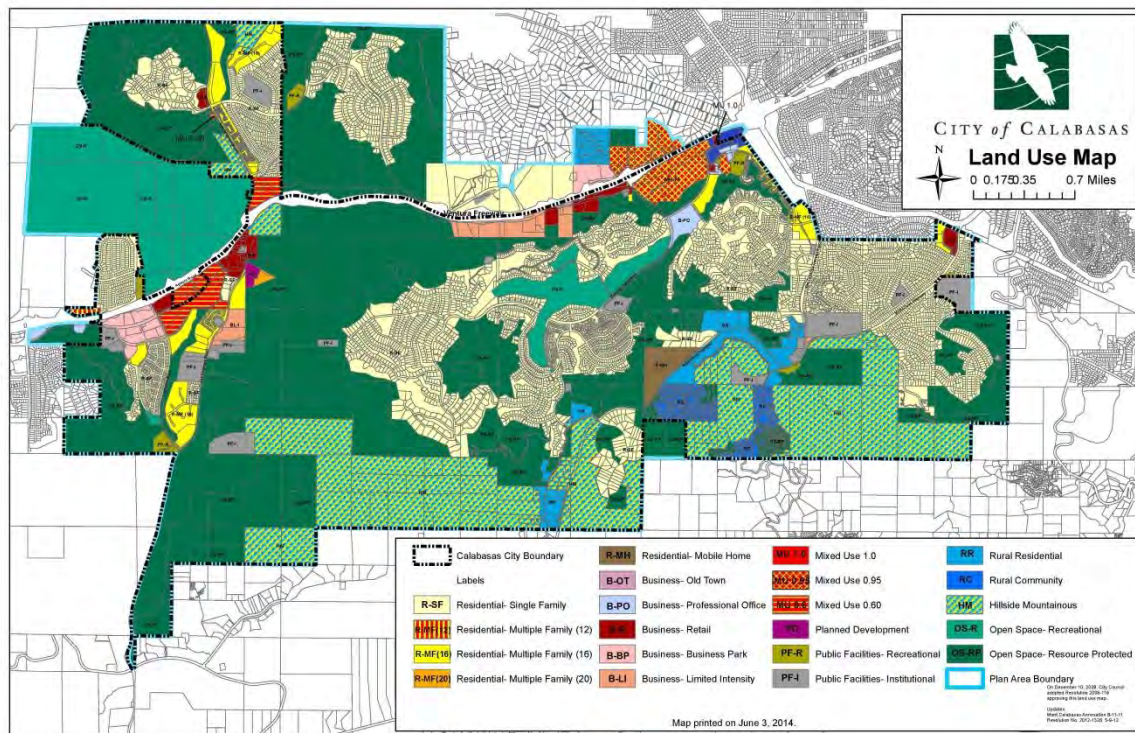
The City's current population is approximately 24,000. Since 2007, the City's population has grown by approximately 5%. There are approximately 17,200 jobs in the City. Since 2007, the number of jobs in the City has grown by approximately 10%. The median

household annual income is approximately \$125,000, and the median home value is approximately \$900,000. In 2013, the City was ranked as the 13<sup>th</sup> Safest City in California by Safewise.com.

### 3.3 LAND USE

Significant portions of the City are designated as open space. In 2005, residents overwhelmingly passed a local ballot initiative that preserved existing areas of open space by requiring two-thirds voter approval before any land in the City designated as open space may be used for another purpose. As a result, most future growth is expected to come from annexations of unincorporated areas that are within the City's sphere of influence. The land use map below in Image 2 shows the City's current boundaries (dotted line) and the boundaries of its sphere of influence (light blue line).

Image 2 – Land Use Map

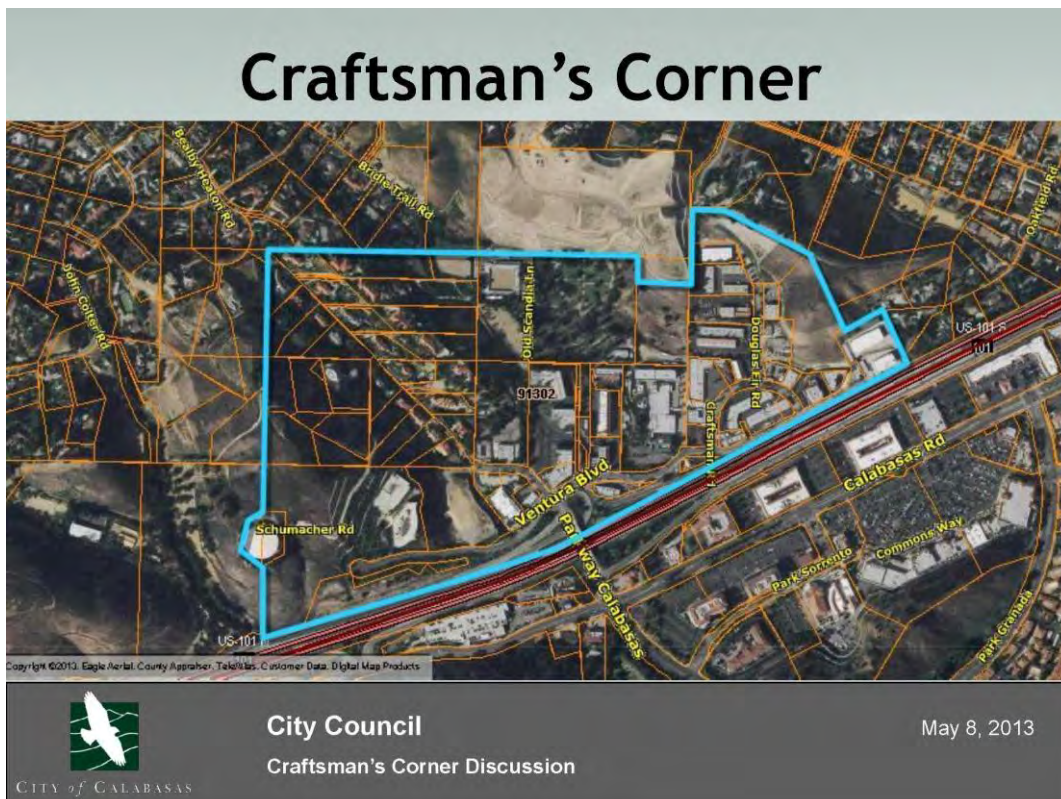




### 3.4 PENDING ANNEXATIONS

The City is currently in the process of annexing two unincorporated areas into the City. The Agoura Hills Road Annexation includes 43 acres on Agoura Road east of Liberty Canyon Road. All of this land will be kept as open space with the exception of the two existing office buildings (Spirent and Kythera). The Craftman's Corner annexation entails approximately 145 acres north of US Route 101, which includes several retail, office, and multi-family premises. A map of the Craftman's Corner annexation is shown below in Image 3. The City expects the Agoura Road annexation to be complete by the end of 2015, and expects the Craftman's Corner annexation to be complete sometime in 2016. Upon annexation, customers in these areas will be subject to Section 2.4 of the franchise agreement, and Section 49520 et. seq. of the Public Resources Code.

Image 3 - Craftman's Corner Annexation



### 3.5 CURRENT CONTRACT EXPIRATION DATES

The Cart Collection Services Agreement and the Container Collection Services Agreement with Waste Management are set to expire on February 28, 2016. The Temporary Collection Services Agreement with Recology expired as of March 1, 2014 and is being extended on a month-to-month basis.

### 3.6 CURRENT CUSTOMER RATES

The current rates for the Cart Collection Service Agreement, Container Collection Services Agreement, and Temporary Collection Services Agreement are shown below and on the following pages in Tables 4, 5, 6, 7, and 8.

#### 3.6.1. CART COLLECTION SERVICES AGREEMENT

Table 4 **Current Monthly Residential Cart Rates**

<b>Curbside Service (rate per month):</b>			
Cart Size	Standard	Condos	Valet
32 gallon	\$15.58	\$12.04	\$33.43
64 gallon	\$23.36	\$19.83	\$41.22
96 gallon	\$28.55	\$25.01	\$46.40
<b>Service Options</b>			
Cutoff/Restart Fee			\$20.22
Credit Card Convenience Fee			\$8.09
Senior Discount			10%
Extra 96 gallon cart (rate per month)			\$8.31
Extra 64 gallon cart (rate per month)			\$5.20
Extra Pickup (Bags) on Pickup Day			\$3.03
Extra Pickup (Carts) on Pickup Day			\$5.06
Extra Pickup – Non-Pickup Day			\$25.28
Bulky Item Pickups - (4 items)			\$25.28
Additional Bulky Items			\$15.17
Electronics			\$25.28

**3.6.2. CONTAINER COLLECTION SERVICES AGREEMENT**

**Table 5 Current Monthly Regular Bin Rates**

Bin Size	Pickups Per Week					
	1	2	3	4	5	6
1.5 yard	\$73.74	\$147.49	\$221.23	\$294.97	\$368.72	\$442.46
3 yard	\$80.57	\$161.12	\$241.68	\$322.64	\$402.8	\$483.39
4 yard	\$87.38	\$174.75	\$259.10	\$349.51	\$436.88	\$524.26
6 yard	\$101.01	\$202.02	\$303.03	\$404.05	\$505.01	
Recycle bins are provided upon request at no charge						
<b>Commercial Service Options</b>						
Start Charge						\$16.17
Cut Off Restart Fee						\$20.21
Finance Charge						1.5%
Extra Pick Up Stab 1.5 yd. & 3 yd.						\$45.48
Extra Pick Up Pull Out 1.5 yd. & 3 yd.						\$65.69
Extra Pick Up Stab 4 yd.						\$50.53
Extra Pick Up Pull Out 4 yd.						\$65.69
Pull Out Service Per Bin						\$40.42
Bulky Item Pickup (for 2 items)						\$45.48
Additional Bulky Items (each)						\$15.16

**Table 6 Current Regular Rolloff Rates**

Description	Rate
Regular Rolloff Service (excluding disposal)	176.86 per load
Tipping Fee	\$65.50 per ton

**3.6.3. TEMPORARY COLLECTION SERVICES AGREEMENT**

**Table 7 Current Temporary Bin Rates**

Description	Rate
Temporary FEL Bin (2 – 6 cubic yards; includes disposal)	\$137.75 per load

**Table 8 Current Temporary Rolloff Rates**

Description	Rate
Temporary Rolloff Service (excludes disposal)	\$118.80 per load
Disposal Tipping Fee	\$43.32 per ton

### 3.7 SERVICE AND TONNAGE INFORMATION

The customer service and tonnage information in this section was obtained from the current haulers. The City has not confirmed its accuracy. It is presented for informational purposes only. If the proposer is awarded a franchise agreement to provide service in the City, the proposer’s actual customer service levels, and amount and type of tons collected, may be different, and those differences may be material. By submitting a proposal, the proposer agrees to hold the City harmless from any under-realized revenue or profit shortfall incurred by the proposer due to its reliance on this information.

#### 3.7.1. CART COLLECTION SERVICE

Table 9 below and Table 10 on the following page show the number of cart customers and amount of tons collected under the Cart Collection Agreement.

**Table 9 Customers and Extra Carts – Cart Collection Service**

Service Description	Number of Customers
<b>Basic Cart Service</b>	
32 gallon cart	649
64 gallon cart	1,862
96 gallon cart	740
<b>Condominium Cart Service</b>	
32 gallon cart	251
64 gallon cart	464
96 gallon cart	3
<b>Valet Service</b>	
32 gallon cart	345
64 gallon cart	687
96 gallon cart	1,548
<b>Total Cart Collection Customers</b>	
	<b>6,549</b>
<b>Extra Carts</b>	
	Number of Extra Carts
Extra 64 gallon carts – Basic/Condo	112
Extra 96 gallon carts – Basic/Condo	114
Extra 64 gallon carts – Valet	69
Extra 96 gallon carts – Valet	269

**Table 10 Annual Tons and Diversion Rate – Cart Collection Service**

<b>Material Type</b>	<b>2013</b>	<b>2014</b>
Refuse	5,961	5,809
Recyclables	2,548	2,463
Organics	5,713	5,714
<b>Total</b>	<b>14,222</b>	<b>13,986</b>
Diversion Rate	58.1%	58.5%

**3.7.2. CONTAINER COLLECTION SERVICE AGREEMENT**

Tables 11 and 12 below show the number of FEL bins and permanent rolloff loads collected under the Container Collection Agreement. Table 13 further below shows the tons collected under the Container Collection Agreement, which includes tons from both FEL bins and rolloff loads.

**Table 11 Number of FEL Bins**

<b>Bin Size</b>	<b>Pickups per Week</b>						<b>Total</b>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	
<b>2 yd</b>	1	0	0	0	0	0	1
<b>3 yd</b>	45	46	62	28	27	25	233
<b>4 yd</b>	3	6	3	0	3	9	24
<b>6 yd</b>	0	0	0	0	0	0	0
<b>Total</b>	49	52	65	28	30	34	258

**Table 12 Number of Regular or ‘Permanent’ Rolloff Loads**

<b>Calendar Year</b>	<b>Number of Loads</b>
2013	354
2014	392

**Table 13 Annual Tons – FEL and Permanent Rolloff**

<b>Material Type</b>	<b>2013</b>	<b>2014</b>
Refuse	6,846	6,851
Recyclables	4,131	3,806
Organics	167	195
<b>Total</b>	<b>11,144</b>	<b>10,852</b>
Diversion Rate	38.6%	36.9%

3.7.3. **TEMPORARY (C&D) ROLLOFF SERVICE**

Table 14 below shows the number of rolloff loads and tons collected under the Temporary Collection Services Agreement.

Table 14 **Number of Loads and Tons – Temporary (C&D) Rolloff Service**

Calendar Year	Number of Loads	Number of Tons
2013		
2014	617	3,602

#### Section 4 **SCOPE OF PROPOSED SERVICES AND KEY CONTRACT TERMS**

This section briefly describes the scope of service and the key terms of each of the service sectors for which the City is seeking proposals. The specific scope and terms are set forth in the draft franchise agreement in Exhibit B. As previously discussed, provisions of the draft agreement that are unique to a particular service sector are designated as described above in Table 2.

The summary below includes references to sections in the draft agreement. If there are differences between the summary of services described in this RFP and the draft franchise agreement in Exhibit B, the terms and conditions in the draft franchise agreement shall prevail.

##### 4.1 **CART COLLECTION FRANCHISE AGREEMENT**

###### 4.1.1. **CART COLLECTION - SERVICES**

The proposer that is awarded the Cart Collection Franchise Agreement will be responsible to provide the following services:

- Standard Curbside Service – automated collection of refuse, recyclables, and organics from single-family customers using a standard 3-cart system. Residents may choose from a 32, 64, or 96 gallon refuse cart. Recyclables and organics are collected using 64 gallon carts. (Section 5.2)
- Condo Curbside Service – automated collection of refuse and recyclables only (not organics) from condominiums and townhomes using a 2-cart system. Residents may choose from a 32, 64, or 96 gallon refuse cart. Recyclables are collected using a 64 gallon cart. (Section 5.2.5)
- Valet Service – on-premises walk-up collection of refuse, recyclables, and organics. For a higher monthly rate, residents may elect to have the hauler retrieve their carts from their premises each week, and return them after they are emptied. Several HOAs in the City require their members to subscribe to this service. For residents with disabilities that prevent them from setting out their carts, the

current Cart Agreement requires Waste Management to offer this service at the standard curbside rates. (Section 5.2.6)

- Bulky Waste Collection – upon request, provision of up to three (3) bulky item cleanups per year in which the contractor collects a limited amount of bulky waste set to the curb by residents. (Section 5.2.7)
- Holiday Tree Collection – collection of Christmas trees and other holiday greenery after December 25<sup>th</sup> through the third Saturday in January. (Section 5.2.8)
- Mulch Give-away – provision free compost to residents two (2) times per year. (Section 5.2.9)
- Move-in Service – upon request, provision of one (1) charge one-time collection of recyclable packaging material from residents within three (3) months of the start of new service. (Section 5.2.10)
- ABOP Collection Service – conduct every other month ABOP collection roundup at a site designated by the City. The monthly ABOP events are currently held on the second Saturday of each month at the City Hall parking lot from 10 am to 2 pm. (Section 5.2.11)
- Optional Door-to-door HHW Collection – on-call collection of household hazardous waste from residents. (Section 5.2.12).

#### 4.1.2. **CART COLLECTION – KEY TERMS**

- Term – the initial term will be for seven (7) years. The City will have the option to exercise three each two (2) year options to extend the initial term. (Sections 4.3 and 4.4)
- Diversion Guarantee – the required base diversion goal will be 55%. (Section 12.1)
- AB 939 Fees – remit AB 939 Fees to the City in the amount of \$9,700.00 per month. (Section 10.1)



## 4.2 REGULAR BIN AND ROLLOFF FRANCHISE AGREEMENT

### 4.2.1. REGULAR BIN AND ROLLOFF - SERVICES

The proposer that is awarded the Regular Bin and Rolloff Collection Franchise Agreement will be responsible to provide the following services:

- Refuse Bin Collection Service – refuse collection service provided to multi-family and commercial customers using front-end loading bins with a capacity from 1.5 to 6 cubic yards. (Section 5.3)
- Recyclable Bin and Cart Collection Service – collection of source separated recyclables from customers with Refuse Bin Service using FEL bins or recycling carts. Bin and Cart recyclables collection service will be provided at no charge. (Section 5.3.3)
- Multi-family Bulky Waste Collection – upon request, provision of up to three (3) bulky item cleanups per year in which the contractor collects a limited amount of bulky waste set out by multi-family customers with bin service. (Section 5.3.4)
- Multi-family Holiday Tree Collection – The contractor is required to collect Christmas trees and other holiday greenery from multi-family customers with bin service from after December 25<sup>th</sup> through the third Saturday in January. (Section 5.3.5)
- Regular Rolloff Service – collection of rolloff boxes and compactors from regular or ‘permanent’ rolloff customers (i.e., large retail and industrial customers with an ongoing, indefinite need for collection service). (Section 5.3.6) This service excludes C&D customers, which are covered under the Temporary Collection Services Agreement.
- Service to City Facilities – collection of refuse, recyclables, and organics from City facilities at no additional charge. (Section 5.3.7)

- Bus Stop Container Collection – collection of refuse at bus stops in the City. (See Section 5.3.8)
- Sidewalk Litter Containers – collection of refuse from City containers on sidewalks and other public areas. (Section 5.3.9)
- City-sponsored Special Events – collection of refuse and recyclables from City-sponsored community events such as the Arts Festival and the Pumpkin Festival. (Section 5.3.10)
- Optional Commercial Organics – collection of organics from commercial customers. (Section 5.3.11)

#### 4.2.2. **REGULAR BIN AND ROLLOFF – KEY TERMS**

- Term – the initial term will be for seven (7) years. The City will have the option to exercise three each two (2) year options to extend the initial term. (See Sections 4.3 and 4.4 of the draft agreement)
- Diversion Guarantee – the required base diversion goal will be 35%. (See Section 12.1 of the draft agreement)
- AB 939 Fees – remit AB 939 Fees to the City in the amount of \$8,500.00 per month. (Section 10.1)

#### 4.3 **TEMPORARY BIN AND ROLLOFF FRANCHISE AGREEMENT**

##### 4.3.1. **TEMPORARY BIND AND ROLLOFF - SERVICES**

The proposer that is awarded the Cart Collection Franchise Agreement will be responsible to deliver the following services:

- Temporary Bin Collection Service – collection of C&D material from construction sites, and residential and commercial remodel projects using front loading bins. (Section 5.4.1)

- Temporary Rolloff Collection – collection of C&D material from construction sites using rolloff boxes. (Section 5.4.2)

**4.3.2. TEMPORARY BIN AND ROLLOFF – KEY TERMS**

- Term – the initial term will be for seven (7) years. The City will have the option to exercise three each two (2) year options to extend the initial term. (See Sections 4.3 and 4.4 of the draft agreement)
- Diversion Guarantee – the required base diversion goal will be 75%. (See Section 12.1 of the draft agreement)
- AB 939 Fees – remit AB 939 Fees to the City equal to ten percent (10%) of gross receipts. (Section 10.1)

**Section 5 PROPOSAL REQUIREMENTS**

**5.1 PROPOSAL OUTLINE/CHECKLIST**

This section describes the information that proposers must include in their proposals. Proposals must be organized according to the outline below in Table 15.

**Table 15 Proposal Outline/Checklist**

		<b>Completed</b>
	<b>Title Page</b>	
	<b>Cover Letter/Executive Summary</b>	
	<b>Table of Contents</b>	
<b>1.</b>	<b>Proposer Information</b>	
	A. Business Structure	
	B. Municipal Collection Experience	
	C. Key Personnel	
	D. Service Transition Experience	
	E. Litigation History and Regulatory Compliance	
	F. Safety Record	
	G. Financial Information	
<b>2.</b>	<b>Technical Proposal</b>	
	A. Collection Services	
	1. Cart Collections Services	
	2. <b>Optional Service</b> – Door to Door HHW Collection	
	3. Regular Bin and Rolloff Collection Services	
	4. <b>Optional Service</b> – Commercial Organics Collection	
	5. Temporary Bin and Rolloff Collection Services	
	B. Billing and Customer Service	
	C. Customer Education and Outreach	
	D. Service Implementation Plan	
	F. Disposal and Processing Facilities	
	G. Office and Maintenance Facilities	
	H. Optional Additional Information	
<b>3.</b>	<b>Exceptions to Draft Franchise Agreement</b>	
<b>4.</b>	<b>Rate Proposal Forms</b>	

## 5.2 COVER LETTER/EXECUTIVE SUMMARY

Provide a cover letter that will serve as an executive summary of the proposal. The cover letter should include:

1. The name, title, address, telephone, and e-mail of the key contact person. The cover letter must be signed by an officer who is duly authorized to bind the proposer.
2. A written statement warranting that the proposer has reviewed the draft agreements, the RFP, and all of its addenda; and has conducted all necessary due diligence to investigate and confirm the material facts upon which the proposal is based.
3. A written statement acknowledging the validity of the proposed terms and rates for a period of 180 days after the submission deadline.
4. A list of the service sectors for which the proposer is submitting a proposal (i.e., cart collection, regular bin and rolloff collection, and/or temporary bin and rolloff collection).
5. A brief summary of the most significant attributes of the proposal, and the unique qualifications that distinguish the proposer from its competitors.

## 5.3 PROPOSER INFORMATION

### 5.3.1. BUSINESS STRUCTURE

Provide information about the entity with which the City will enter into an agreement.

1. Identify the legal entity that would execute the franchise agreement(s). State whether the entity is a sole proprietorship, partnership, or corporation. If the entity is a corporation, identify the state and year of incorporation.
2. If proposer is a corporation, provide a copy of the corporation's "Certificate of Good Standing" with the State of California or state of incorporation and the most recent

"Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent endorsed "Statement of Information", which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

3. Provide all the names of entity's owners or shareholders with greater than a 10% ownership share.

**5.3.2. MUNICIPAL COLLECTION EXPERIENCE**

Describe the proposer's experience providing solid waste collection services to jurisdictions in Southern California. The description for each jurisdiction should include:

1. The name of the jurisdiction, the year service was first begun, and term of the agreement;
2. Whether the service is exclusive or non-exclusive;
3. The customer sector(s) served (residential, commercial, etc.);
4. The type of service provided (e.g., automated, etc.);
5. A summary of the annual amount and type of materials collected in the jurisdiction in a schedule similar to the following:

<b>Material Type</b>	<b>Residential</b>	<b>Commercial</b>	<b>Rolloff</b>	<b>Total</b>
Recyclables				
Organics				
Refuse				
Other				
Total Material Collected				

6. Any additional services (HHW roundups, etc.); and,
7. The name, address, and telephone number of the jurisdiction representative responsible for administering the agreement.

**5.3.3. KEY PERSONNEL**

Provide an organization chart for key personnel and brief descriptions the qualifications and experience of the individuals who will administer the franchise agreement(s) including the:

1. General manager
2. Chief financial officer
3. Operations manager
4. Route supervisor
5. Customer service manager
6. City reporting specialist
7. Public outreach coordinator

**5.3.4. SERVICE TRANSITION EXPERIENCE**

Provide three (3) reference projects for which the proposer has initiated a new collection contract or new collection services. Include the following for each reference project:

1. The name of the jurisdiction and the month and year of the service transition;
2. A description of the service initiation performed (i.e., rollout of new carts, takeover of previous service provider, etc.);
3. The name, address, and telephone number of the jurisdiction representative responsible for overseeing the service transition;

4. The number of residential and commercial customers involved in the transition; and,
5. Any notable challenges that occurred during the service transition, and the solutions implemented to address the challenges.

#### 5.3.5. LITIGATION HISTORY AND REGULATORY COMPLIANCE

Disclose any history of litigation or regulatory non-compliance. For each case, provide name of the case, a description of the issue, the status of the case (e.g., pending, settled, judgment for defendant, etc.), the agency of jurisdiction, and the case reference number. Proposers may include any mitigating facts or circumstances.

##### Litigation History

Describe any past or pending civil and criminal actions (including arrests, indictments, litigation, grand jury investigations, etc.) now pending or that have occurred in the past five (5) years against the proposer, or any owners, officers, or key personnel (as identified by the proposer in this RFP) that were (or are) filed in Los Angeles or Ventura counties, or in the US District Court for the Central California District. Each proposer must also describe any civil litigation, pending or resolved within the past five (5) years, with any city, county or special district in Los Angeles or Ventura counties with which the proposer was contracted, franchised, or permitted to perform solid waste collection service.

##### Regulatory Compliance

Describe any and all notices of violations, corrective action notices, enforcement actions, or permit violation notices that the proposer received in the past five (5) years from public agency for any maintenance, processing, composting, transfer, or disposal facilities in Los Angeles or Ventura counties, which are owned or operated by the proposer, or its affiliates.

#### 5.3.6. SAFETY RECORD

Provide information about the proposer's safety record. Proposers must provide:



1. The proposer's two (2) most recent CHP Safety Compliance Reports (BIT inspection reports) for the fleet maintenance facility that will service the vehicles used in the City.
2. The most recent workers compensation Annual Rating Endorsement (or other insurance document) that shows the proposer's most recent workers compensation Rating Plan Modifier (also known as an 'experience modification factor').

Proposers are requested to provide the following safety metrics. These are the safety metrics the City would prefer to use to compare the safety records of the proposers. If the information used to calculate these metrics is not readily available, the proposer may provide alternate safety metrics along with an explanation of how the proposer's alternate safety metrics can assist the City in comparing the proposer's safety record to those of other companies in the solid waste industry.

3. Total Recordable Injury Rate (TRIR) for the most recent five calendar years. The TRIR is the rate of recordable workplace injuries, normalized per 100 workers per year. The factor is derived by multiplying the number of recordable injuries in a calendar year by 200,000 (100 employees working 2000 hours per year) and dividing that number by the total person-hours actually worked in the year. A 'Recordable Incident' is defined as: Occupational death, nonfatal occupational illness, and those nonfatal occupational injuries which involve one or more of the following: loss of consciousness, restriction of work or motion, transfer to another job, or medical treatment (other than first aid).<sup>2</sup>
4. The proposer's Vehicle Accident Recordable Rate (VARR) for the most recent five (5) calendar years. The VARR is the number of Recordable Vehicle Accidents per 1,000,000 miles driven. The factor is derived by multiplying the number of Recordable Vehicle Accidents by 1,000,000 and dividing that number by the actual number of miles driven. A 'Recordable Vehicle Accident' is defined as: as an

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<sup>2</sup> For a more complete definition of Recordable Incident, please refer to the Bureau of Labor Statistics website at: <http://www.bls.gov/iif/oshdef.htm>

occurrence involving a commercial motor vehicle operating on a highway in interstate or intrastate commerce which results in: 1) a fatality, 2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or, 3) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle(s) to be transported away from the scene by a tow truck or other motor vehicle. It excludes occurrences involving only boarding and alighting from a stationary motor vehicle or involving only the loading or unloading of cargo.<sup>3</sup>

#### 5.3.7. FINANCIAL INFORMATION

Submit financial statements for the most-recently completed fiscal year for the legal entity that would execute the franchise agreement. Proposers that operate on a nationwide basis may submit the financial statements of their parent company. However, if the proposer is a wholly owned corporation of a nationwide company, the City may require a parental guarantee as part of any franchise agreement.

In the event that any proposer believes that their financial statements constitute “confidential information,” the proposer shall note “CONFIDENTIAL” on each page of the financial statements, and submit them in a separate, sealed envelope to:

David Davis  
MSW Consultants  
27393 Ynez Road, Suite 259  
Temecula, California 92591

MSW Consultants will maintain the confidentiality of the financial statements and will only report financial ratios (e.g., debt to equity ratio, current ratio, etc.) to the City. Upon selection of contractor(s), MSW Consultants will return all confidential financial statements to each of the proposers.

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<sup>3</sup> See definition of ‘accident’ in Section 390.5 of the Federal Motor Carrier Safety Act at: <http://www.fmcsa.dot.gov/rules-regulations/administration/fmcsr/fmcsrruletext.aspx?reg=390.5>

## 5.4 TECHNICAL PROPOSAL

In its technical proposal, the proposer should describe how it will perform its collection operations for the services for which it is submitting a proposal.

### 5.4.1. COLLECTION SERVICES

For each of the services listed on the following page in Table 16 (and for which the proposer is submitting a proposal), the proposer should describe how it plans to perform each service. Proposers should include the following information, and any additional information that will help the City understand how the proposer will conduct its collection operations.

- Collection methodology – describe how the proposer will perform its collection services. For example: Will the same vehicles be used to collect all types of material (refuse, recyclables, organics) at different times of the day, or will three separate vehicles be used to each type of material? How many days per week vehicles will the proposer’s vehicles operate in the City? Will the proposer use any special methods for collecting any hard-to-serve areas such as narrow or steep streets? Will the proposer use light-duty trucks to pre-position bins?

**Table 16 List of Requested Services**

<b>Cart Collection Services</b>
Refuse, Recyclables and Organics Collection
Condominium Collection
Valet Collection
Bulky Item Collection
Holiday Trees
Mulch Give-Away
Move-In Collection
ABOP Collection
Bus Stop and City Street Receptacle Collection
Optional – Door to Door HHW Collection
<b>Regular Bin and Rolloff Collection Services</b>
Regular Bin Collection – Refuse
Regular Bin Collection – Recyclables
MFR Bulky Item Collection
MFR Holiday Tree Collection

Regular Rolloff Collection
City Facilities Collection
Bus Stop Container Collection
Sidewalk Litter Container Collection
City-sponsored Special Events
Optional – Commercial Organics Collection
<b>Temporary Bin and Rolloff Collection Services</b>
Temporary Bin Collection
Temporary Rolloff Collection

- Personnel – describe the crew size for each type of collection service; describe the minimum qualifications, experience, and training required of drivers who will work in the City; describe any special licensing, certifications (CPR, etc.) required of drivers; describe the proposer’s ongoing safety training. Provide a brief description of the proposer’s disciplinary policies with regard to safety.
- Vehicles – describe the vehicles to be used in the City (e.g., side-loader, front-loader, light-duty vehicles, etc.); describe the manufacturer of the cab and chassis, and the body for the vehicles used in the City; include photos of the different types of vehicles to be used in the City; describe the emission control technology and how vehicles will comply with state and local air quality regulations; briefly describe the proposers ongoing vehicle inspection and maintenance procedures.
- Containers – describe the number, types, and sizes of containers to be used for the each type of service; describe how the containers will be maintained.

#### 5.4.2. BILLING AND CUSTOMER SERVICE

The proposer should describe how it will bill customers for each type of service (cart collection, regular bin and rolloff, temporary bin and rolloff); the description should include the frequency of billing and whether the billing will be in arrears, etc. (See Section 9.5.1 of the draft franchise agreement). The proposer should include sample copies of customer invoices, and describe any other features of the proposer’s billing system and procedures that will help the City understand how the proposer will meet the requirements of the franchise agreement.

Proposer should describe the procedures it will undertake to document and address customer inquiries and complaints; proposers should provide a website address and describe how customers may access it to obtain customer rates, review service information, pay bills, and submit inquiries or complaints. Describe any other features of the proposer's customer service system that will help the City understand how the proposer will meet the obligations of the franchise agreement.

**5.4.3. CUSTOMER EDUCATION AND OUTREACH**

Describe the proposer's planned public education and outreach activities.

**5.4.4. SERVICE IMPLEMENTATION PLAN**

Provide a detailed implementation plan describing the proposer's approach to facilitating a smooth transition to all services. The proposal must clearly describe the proposer's ability to implement the services in accordance with the schedule shown in Table 2 of this RFP. This should include how the proposer will meet equipment, personnel, administration, maintenance, and public education requirements.

**5.4.5. DISPOSAL AND PROCESSING FACILITIES**

Describe the proposer's ability to arrange for the processing and disposal of solid waste originating in the City for the term of the franchise agreement. Proposers must identify the processing, composting, and landfill facilities it will utilize.

Proposer also must state the first-year per ton disposal tipping fees for refuse and organics upon which its proposed customer rates are based. Proposers are encouraged to offer long term processing, composting, and disposal pricing guarantees that span the term of the agreement and any potential term extensions.

**5.4.6. OFFICE AND MAINTENANCE FACILITIES**

Identify the location(s) of the administrative offices, customer service call center, and vehicle maintenance facilities that the proposer will use to provide service to the City.

#### 5.4.7. **OPTIONAL ADDITIONAL INFORMATION OR PROPOSAL ENHANCEMENTS**

Proposer is welcome to provide any other additional information it would like the City to consider, or offer any enhancement(s) to the scope of service or contract terms.

#### 5.5 **EXCEPTIONS TO DRAFT FRANCHISE AGREEMENTS**

As described previously, the City has included a draft franchise agreements in Appendixes B. The purpose of the draft franchise agreement is to provide a clear understanding of the rights and obligations of the contractor and the City. The proposer is required to review the franchise agreement prior to submittal of its proposal. The City expects the franchise agreement (or agreements) will be executed by the selected contractor(s) in substantially the same form as presented in Appendixes B.

Proposer must document any proposed exceptions to the draft franchise agreement. For each exception, proposer shall identify the exception (cite the section reference in the draft agreement), explain its concern, and provide alternative language for consideration by the City.

The City will assume that the proposer accepts and agrees to all provisions of the draft franchise agreement that have not been noted as exceptions in the proposal. If the City chooses to enter into negotiations with a proposer, the noted exceptions and recommended alternative language will serve as a starting point for discussions. The City reserves the right to determine if the exceptions are reasonable.

#### 5.6 **RATE PROPOSAL FORMS**

Rate proposal forms are included in Appendix A, and a corresponding Excel workbook accompanies this RFP. Detailed instructions on completing the forms are included with the forms in Appendix A. Proposer is required to complete the rate proposal forms that correspond to the service sector(s) for which it is submitting a proposal. Table 17 on the following page describes the function and role of each rate proposal form.

**Table 17      Overview of Rate Proposal Forms**

<b>Form</b>	<b>Description</b>	<b>To be completed if submitting a proposal for the:</b>
1	Calculates annual Cart Collection revenue based on proposed rates; includes alternative Door to Door HHW collection.	Cart Collection Agreement
2	Summarizes proposed rate revenues from Forms 3, 4, and 5.	Regular Bin and Rolloff Agreement
3	Calculates annual Regular Bin Revenue based on proposed bin rates.	Regular Bin and Rolloff Agreement
4	Calculates annual Regular Rolloff rate revenue based on proposed rates.	Regular Bin and Rolloff Agreement
5	Calculates annual rate revenue from Commercial Organics Collection.	Regular Bin and Rolloff Agreement
6	Calculates annual Temporary Bin and Rolloff rate revenue based on proposed rates.	Temporary Bin and Rolloff Agreement
7	Summarizes the proposed annual rate revenue from each service sector and allows proposers to offer package pricing.	All proposers must submit this form
8	Allows the proposer to offer to guarantee the achievement of higher diversion goals for each service sector. Enables proposer to propose a rate premium for guaranteeing those higher diversion goals.	All proposers must submit this form

**Appendix A - Rate Proposal Forms**

**Form 1  
Cart Collection Service  
Proposed Rates and Annual Rate Revenue**

**Proposer Name:**

Column				
A	B	C	D	E
Line	Service	Monthly Rate per Unit (a)	Number of Units (b)	Annual Rate Revenue (c)

**Standard Service**

<b>Basic Cart Service</b>				
1	32 gallon cart	<input style="border: 1px solid green;" type="text"/>	649	<input type="text"/>
2	64 gallon cart	<input style="border: 1px solid green;" type="text"/>	1,862	<input type="text"/>
3	96 gallon cart	<input style="border: 1px solid green;" type="text"/>	740	<input type="text"/>
<b>Condominium Cart Service</b>				
4	32 gallon cart	<input style="border: 1px solid green;" type="text"/>	251	<input type="text"/>
5	64 gallon cart	<input style="border: 1px solid green;" type="text"/>	464	<input type="text"/>
6	96 gallon cart	<input style="border: 1px solid green;" type="text"/>	3	<input type="text"/>
<b>Valet Cart Service:</b>				
7	32 gallon cart	<input style="border: 1px solid green;" type="text"/>	345	<input type="text"/>
8	64 gallon cart	<input style="border: 1px solid green;" type="text"/>	687	<input type="text"/>
9	96 gallon cart	<input style="border: 1px solid green;" type="text"/>	1,548	<input type="text"/>
10	<b>Subtotal - Standard Service</b>		<b>6,549</b>	<b>\$0</b>

**Extra Services:**

11	Extra 64 gallon cart - Basic/Condo	<input style="border: 1px solid green;" type="text"/>	112	<input type="text"/>
12	Extra 96 gallon cart - Basic/Condo	<input style="border: 1px solid green;" type="text"/>	114	<input type="text"/>
13	Extra 64 gallon cart - Valet	<input style="border: 1px solid green;" type="text"/>	69	<input type="text"/>
14	Extra 96 gallon cart - Valet	<input style="border: 1px solid green;" type="text"/>	269	<input type="text"/>
15	<b>Subtotal - Extra Services</b>			<b>\$0</b>

16	<b>Total Standard and Extra Services (d)</b>			<b>\$0</b>
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**Alternative Service (e)**

17	Door to Door HHW Collection	<input style="border: 1px solid green;" type="text"/>	6,549	<input type="text"/>
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18	<b>Total Standard and Extra Services including Alternative Service (f)</b>			<b>\$0</b>
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See following page for reference notes.



**Form 1**  
**Cart Collection Service**  
**Reference Notes**

- (a) Proposers are required to enter a proposed rate for each level of service in Column C on lines 1 through 9, and lines 11 through 14. The proposed rates in Form 1 correspond to the rate schedule in Exhibit A of the draft franchise agreement.
- (b) Proposers must not change any of the number of units in Column D. These number of units will be used to calculate the proposed annual rate revenue for all proposers.
- (c) Column E includes formulas that calculate the proposed annual rate revenue based on the rates entered in Column C and the corresponding number of units in Column D.
- (d) Total proposed annual revenue for Standard and Extra Services on line 16 is equal to the sum of the amounts on lines 10 and 15 in column E.
- (e) Proposers are required to enter a monthly amount on line 17 in column C to cover the cost of providing Door to Door Collection of HHW. This amount will be multiplied by the number of customers in column D and by 12 months to arrive at the amount in column E. This amount will only be used in the event the City decides to include this service in the Cart Collection Services Agreement.
- (f) Total proposed annual revenue for Standard and Extra Services and Alternate Services is equal to the sum of the amounts on lines 16 and 17 in column E. This amount is brought forward to lines 1 and 4 on Form 7.

**Appendix A - Rate Proposal Forms**

**Form 2**

**Summary of Regular Bin and Rolloff Collection Service  
Proposed Total Annual Rate Revenue**

**Proposer Name:**

Column			
A	B	C	D
Line	Service Sector	Form Reference	Total Proposed Rate Revenue
1	Regular Bin Collection Service	From line 15 column I of Form 3	\$0
2	Regular Rolloff Collection Service	From line 3 column F of Form 4	\$0
3	Subtotal - Annual Revenue - Regular Bin and Rolloff Collection Service (a)		\$0
Alternate Service			
4	Commercial Organics Collection	From line 15 column I of Form 5	\$0
5	Total Regular Bin and Rolloff Service Including Alternate Service (b)		\$0

**Form 2**

**Reference Notes**

(a) Sum of lines 1 and 2.

(b) Sum of lines 3 and 4. Amount is brought forward to lines 2 and 5 on Form 7.

**Appendix A - Rate Proposal Forms**

**Form 3  
Regular Bin Collection Service  
Proposed Rates and Annual Rate Revenue**

Proposer Name:

Column								
A	B	C	D	E	F	G	H	I

**Table 1 - Proposed Monthly Regular Bin Rates (a)**

Line	Bin Size	Pickups Per Week					
		1	2	3	4	5	6
1	2 yd bin						
2	3 yd bin						
3	4 yd bin						
4	6 yd bin						

**Table 2 - Number of Regular Bins at Each Level of Service (b)**

Line	Bin Size	Pickups Per Week						Total Regular Bins
		1	2	3	4	5	6	
5	2 yd	1	0	0	0	0	0	1
6	3 yd	45	46	62	28	27	25	233
7	4 yd	3	6	3	0	3	9	24
8	6 yd	0	0	0	0	0	0	0
9	Total	49	52	65	28	30	34	258

**Table 3 - Proposed Total Annual Regular Bin Rate Revenue (c)**

Line	Bin Size	Pickups Per Week						Proposed Annual Revenue
		1	2	3	4	5	6	
10	2 yd							0
11	3 yd							0
12	4 yd							0
13	6 yd							0
14	Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0

15	Total - Proposed Annual Regular Bin Revenue (d)	\$0
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Reference notes are on following page.

**Form 3**  
**Reference Notes**

(a) Proposers are required to enter a proposed rate for each level of service in Table 1 on lines 1 through 4 in columns C through H. Proposers must provide rates for all levels of service regardless of whether there is a corresponding number of bins in Table 2. All proposed rates must be reasonably consistent on a per-yard basis. The proposed rates in Form 3 correspond to the bin rate schedule in Exhibit B of the draft franchise agreement.

(b) Proposers must not change any of the number of bins in Table 2. The same number of bins will be used to calculate the proposed annual rate revenue for all proposers.

(c) Table 3 includes formulas that calculate the proposed annual rate revenue based on the monthly rates entered in Table 1 and the corresponding number of bins in Table 2.

(d) The total amount of proposed annual rate revenue for regular bin service is brought forward to line 1, column D of Form 2.

**Appendix A - Rate Proposal Forms**

**Form 4  
Regular Rolloff Collection Service  
Proposed Rates and Annual Rate Revenue**

**Proposer Name:**

Column					
A	B	C	D	E	F
Line	Service Description	Proposed Rate (a)	Loads per Year (b)	Tons per Year (b)	Annual Rate Revenue (c)
1	Load Charge - Regular Rolloff (per Load)	<input style="border: 1px solid green;" type="text"/>	392		<input type="text"/>
2	Tipping Fee - Regular Rolloff (per Ton)	<input style="border: 1px solid green;" type="text"/>		1,893	<input type="text"/>
3	Proposed Annual Rate Revenue (d)				\$0

**Form 4  
Reference Notes**

- (a) Proposers are required to enter a proposed Load Charge on line 1 and a proposed Tip Fee per Ton on line 2 in column C. The proposed Load Charge is a flat rate per load that does not include disposal. The proposed rates in Form 4 correspond to the rolloff rate schedule in Exhibit B of the draft franchise agreement.
- (b) Proposers must not change any of the number of loads or tons in columns D or E. The same number of loads and tons will be used to calculate the proposed annual rate revenue for all proposers.
- (c) The Proposed annual rate revenue is equal to: 1) the Load Charge per Load multiplied by the Loads per Year, and, 2) the Proposed Tipping Fee per Ton multiplied by the tons per year.
- (d) The Proposed Annual Rate Revenue is the sum of lines 1 and 2 in column F. Total Proposed Annual Rate Revenue on line 3 is brought forward to line 2 of column D on Form 2.

**Appendix A - Rate Proposal Forms**

**Form 5  
Alternate Commercial Foodwaste Collection Service  
Proposed Rates and Annual Rate Revenue**

Proposer Name:

Column								
A	B	C	D	E	F	G	H	I

**Table 1 - Proposed Monthly Commercial Foodwaste Cart Rates (a)**

Line	Cart Size	Pickups Per Week					
		1	2	3	4	5	6
1	64 gallon						
2	96 gallon						
3	2 yard						
4	3 yard						

**Table 2 - Number of Commercial Organics Containers at Each Level of Service (b)**

Line	Cart Size	Pickups Per Week						Total Containers
		1	2	3	4	5	6	
5	64 gallon	4	4	4	4	4	4	24
6	96 gallon	8	8	8	8	8	8	48
7	2 yard	1	1	1				3
8	3 yard	1	1	1				3
9	Total	14	14	14	12	12	12	78

**Table 3 - Proposed Total Annual Commercial Organics Rate Revenue (c)**

Line	Cart Size	Pickups Per Week						Annual Revenue
		1	2	3	4	5	6	
10	64 gallon							0
11	96 gallon							0
12	2 yard							0
13	3 yard							0
14	Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0
15	Total - Proposed Annual Commercial Organics Revenue (d)							\$0

Reference notes are on following page.

**Form 5**  
**Reference Notes**

**Alternate Commercial Foodwaste Collection Service**

- (a) Proposers are required to enter a proposed rate for each level of service in Table 1 on lines 1 through 4 in columns C through H. Proposers must provide rates for all levels of service regardless of whether there is a corresponding number of bins in Table 2. All proposed rates must be reasonably consistent on a per-gallon or per-yard basis. The proposed rates in Form 5 correspond to the organics rate schedule in Exhibit B-1 of the draft franchise agreement.
- (b) Proposers must not change any of the number of carts or bins in Table 2. The same number of carts and bins will be used to calculate the proposed annual rate revenue for all proposers.
- (c) Table 3 includes formulas that calculate the proposed annual rate revenue based on the monthly rates entered in Table 1 and the corresponding number of carts and bins in Table 2.
- (d) The total amount of proposed annual rate revenue for commercial foodwaste collection service is brought forward to line 4, column D of Form 2.

**Appendix A - Rate Proposal Forms**

**Form 6  
Temporary Bin and Rolloff Collection Service  
Proposed Rates and Annual Rate Revenue**

**Proposer Name:**

Column					
A	B	C	D	E	F
Line	Service Description	Proposed Rate (a)	Loads/Temp Bins per Year (b)	Tons per Year (b)	Annual Rate Revenue (c)

**Temporary Rolloff**

1	Load Charge (per Load)	<input style="border: 1px solid green;" type="text"/>	617		<input type="text"/>
2	Tipping Fee (per Ton)	<input style="border: 1px solid green;" type="text"/>		3,602	<input type="text"/>
3	Subtotal - Annual Rate Revenue - Temporary Rolloff (d)				\$0

**Temporary Bins**

4	Temp Bin Collection (per bin pickup)	<input style="border: 1px solid green;" type="text"/>	36		<input type="text"/>
5	Subtotal - Annual Rate Revenue - Temporary Bin Service				\$0

6	Total - Annual Rate Revenue - Temporary Bin and Rolloff Service (e)				\$0
---	---	--	--	--	-----

**Form 6  
Temporary Bin and Rolloff Collection Service  
Reference Notes**

(a) In column C, proposers are required to enter a proposed Rolloff Load Charge (which excludes disposal) on line 1, a proposed Rolloff Tip Fee per Ton on line 2, and a proposed Temp Bin Charge on line 4. The proposed rates in Form 6 correspond to the rolloff rate schedule in Exhibit C of the draft franchise agreement.

(b) Proposers must not change any of the number of loads, temp bins or tons in columns D or E. The same number of loads, temp bins and tons will be used to calculate the proposed annual rate revenue for all proposers.

(c) The Proposed annual rate revenue is equal to: 1) the Load Charge per Load multiplied by the Loads per Year, 2) the Proposed Tipping Fee per Ton multiplied by the tons per year, and 3) the rate per Temp Bin multiplied by the number of Temp Bins per year.

(d) The Proposed Annual Temporary Rolloff Rate Revenue is the sum of lines 1 and 2 in column F.

(e) The Proposed Annual Rate Revenue for Temporary Bin and Rolloff Collection Service is the sum of lines 3 and 5 in column F. Total Proposed Annual Rate Revenue on line 6 is brought forward to lines 3 and 6 on Form 7.



**Appendix A - Rate Proposal Forms**

**Form 7**

**Summary of Proposed Annual Rate Revenues**

Proposer Name:

Column					
A	B	C	D	E	F
Line	<b>Proposed Rate Revenue - A la carte Pricing:</b>				
	Service Sector	Form Reference			Proposed Annual Revenue
1	Cart Collection Service	From line 18 in column E of Form 1			\$0
2	Regular Bin and Rolloff Collection Service	From line 3 in column D of Form 2			0
3	Temporary Bin and Rolloff Collection Service	From line 6 in column F of Form 5			\$0

**Proposed Annual Rate Revenue - Package Pricing:**

Line	Service Sector	Scenario 1:	Scenario 2:	Scenario 3:	Scenario 4:
4	Cart Collection Service	\$0	\$0		\$0
5	Regular Bin and Rolloff Collection Service	0		0	0
6	Temporary Bin and Rolloff Collection Service		0	0	0
7	Subtotal of a la carte pricing:	\$0	\$0	\$0	\$0
8	Package Discount for Each Scenario (a):	<input style="border: 2px solid green;" type="text"/>	<input style="border: 2px solid green;" type="text"/>	<input style="border: 2px solid green;" type="text"/>	<input style="border: 2px solid green;" type="text"/>
9	Total Proposed Rate Revenue for Each Package (b):	\$0	\$0	\$0	\$0

**Form 7**

**Reference Notes**

(a) Enter the percent discount (if any) proposer will apply to proposed rates if proposer is granted a contract for the corre

(b) Amount on line 7 less the corresponding discount percent entered on line 8.

**Appendix A - Rate Proposal Forms**

**Form 8**

**Proposed Enhanced Recycling Premium**

Proposer Name:

Column				
A	B	C	D	E
Line	Description	Guaranteed Recycling Rate (a)	ABC Company - Enhanced Recycling Premium Percent (b)	Proposed Annual Revenue after Application of Enhanced Recycling Premium (c)

**Cart Collection Services:**

1	Base Requirement	55%	0.0%	\$0
2	Enhanced Recycling Rates	60%		\$0
3		65%		\$0

**Regular Bin and Rollof Collection Services:**

4	Base Requirement	35%	0.0%	\$0
5	Enhanced Recycling Rates	40%		\$0
6		45%		\$0

**Temporary Bin and Rollof Collection Services:**

7	Base Requirement	75%	0.0%	\$0
8	Enhanced Recycling Rates	80%		\$0
10		85%		\$0

**Form 8**

**Reference Notes**

- (a) **Guaranteed Recycling Rate.** The Base Requirement is the minimum recycling rate upon which the proposed rates in Forms 1 through 6 are based. The Enhanced Recycling Rates are those higher recycling rates that the City is interested in achieving. If proposer is able to guarantee the achievement of enhanced recycling rates, it should indicate the rate premium it would require in order to guarantee the corresponding enhanced recycling rate.
- (b) **Enhanced Recycling Premium.** If proposer is able and willing to guarantee the achievement of enhanced recycling rates, it should indicate the rate premium percent it would require in order to guarantee the corresponding enhanced recycling rate.
- (c) **Proposed Annual Revenue after application of Enhanced Recycling Premium.** The amounts in column E on lines 1, 4, and 7 are the Base Requirement Revenue and are equal to the amounts on Form 7 in column F on lines 1, 2, and 3, respectively. The other amounts in column E reflect the Base Requirement Revenue after the corresponding Enhanced Recycling Premium Percentage has been applied. For example, the amount on line 2 in column E is equal to the amount on line 1 multiplied by (1 plus the corresponding percentage in column D). The percentages in column D are not cumulative.

**APPENDIX B**



**CITY *of* CALABASAS**

**DRAFT AGREEMENT**

**FOR**

**CART COLLECTIONS SERVICES**

**REGULAR BIN AND ROLLOFF COLLECTION SERVICES**

***TEMPORARY BIN AND ROLLOFF COLLECTION SERVICES***

**BETWEEN**

**THE CITY OF CALABASAS AND [CONTRACTOR].**

The City may elect to award this agreement as a whole, or award up to three separate agreements for various components of the scope of services contained in this agreement. Most of the provisions of this agreement will apply to any separate agreement. However, certain specific provisions of this agreement pertain to only one type of service. These specific provisions are indicated as follows:

- Provisions that pertain to Cart Collection Services are highlighted in **Yellow**
- Provisions that pertain to Regular Bin and Rolloff Collection are underlined;
- Provisions that pertain to Temporary Bin and Rolloff Collection are *italicized*.

If the City elects to award any separate agreements, the provisions in this agreement that do not apply to the separate agreement will be omitted.

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AGREEMENT FOR  
SOLID WASTE COLLECTIONS SERVICES

This **AGREEMENT FOR SOLID WASTE COLLECTIONS SERVICES** ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **CITY OF CALABASAS ("City")**, a California municipal corporation, and \_\_\_\_\_, a [State of Incorporation] corporation ("**Contractor**"), for the collection, transportation, recycling, processing, composting and disposal of solid waste.

**RECITALS**

**WHEREAS;** the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Act) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require cities to make adequate provisions for Solid Waste Collection within their jurisdiction

**WHEREAS,** Public Resources Code Section 40059 authorizes the cities to determine (i) all aspects of solid waste handling which are of local concern, including, but 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 handling service; (ii) whether the services are to be provided by means of non-exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding, or if, in the opinion of its governing body, the public health, safety and well-being so require by partially exclusive or wholly exclusive franchise, contract, license, permit or otherwise, either with or without competitive bidding; and,

**WHEREAS,** Public Resources Code Section 40900 et. seq. establishes a solid waste management process that requires cities and other local jurisdictions to implement plans for source reduction, reuse and recycling as integrated waste management practices; and,

**WHEREAS,** in January 2008 the City resolved to achieve a waste diversion goal of 75% by January 2012, and thereafter maintain that level of diversion; and,

**WHEREAS,** the City is obligated to protect the public health and safety of the residents and businesses of the City of Calabasas, and Collection of solid waste should be undertaken in a manner consistent with the exercise of the City's obligations for the protection of public health and safety; and

**WHEREAS**, the City and Contractor are mindful of the provisions of the laws governing the safe Collection, transport, recycling and disposal of solid waste, including California Public Resources Code Section 40000 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq. and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq.; and

**WHEREAS**, the City and Contractor desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a "generator" or an "arranger" as those terms are used in the context of CERCLA § 107(a)(3) and that it is Contractor, an independent entity, and not City, which shall Collect from premises in the City of Calabasas, transport and dispose of solid wastes (which may contain small amounts of consumer products with the characteristics of hazardous substances); Collect, transport, and recycle and/or compost organic waste and recyclable solid wastes Collected from premises in the City of Calabasas; and

**WHEREAS**, Contractor represents and warrants to City that it has the experience, responsibility and qualifications to conduct recycling programs, to provide City with information sufficient to meet the City's reporting requirements under AB 939, to assist the City in meeting City's other requirements under AB 939, to Collect, transport and dispose of solid waste in a safe manner which will minimize the adverse effects of collection vehicles on air quality and traffic and has the ability to indemnify the City against liability under CERCLA; and

**WHEREAS**, the City Council of the City of Calabasas determines and finds pursuant to California Public Resources Code Section 40059(a)(1), that the public health, safety and well-being, including the minimization of adverse impacts on air quality and traffic from excessive numbers of collection vehicles, and the protection of the City against CERCLA liability, require that Contractor be awarded a contract for Collection, recycling and disposal of solid waste from premises in the City of Calabasas.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, the parties hereby agree as follows:

## **Section 1 DEFINITIONS**

The terms used in this Agreement shall have the meaning set forth in this section. In the event a term is not defined in this section, then it shall have the meaning set forth in the Calabasas Municipal Code or in Division 30, Part 1, Chapter 2 of the California Public Resources Code (with precedence given to definitions in the Calabasas Municipal Code over conflicting definitions contained in the Public Resources Code). Except as provided in this section, words beginning with lower case letters are being used with their common ordinary meanings, not as defined terms. Otherwise, the following capitalized words and terms shall have the following meanings:

### **1.1 AB 939**

‘AB 939’ means the California Integrated Waste Management Act of 1989, codified in part at Public Resources Code section 40000 et. seq., as it may be amended from time to time and as implemented by the regulations of the California Department of Resources Recycling and Recovery (CalRecycle), or its successor agency.

### **1.2 ABOP Collection Service**

‘ABOP’ means antifreeze, wet cell batteries, dry cell batteries, used motor oil, water and oil based paint. ‘ABOP Collection Service’ means the Collection, transport, processing, and disposal of these materials.

### **1.3 Agreement**

‘Agreement’ means this agreement between City and Contractor, including all exhibits, and any future amendments hereto.

### **1.4 Acutely Hazardous Waste**

‘Acutely Hazardous Waste’ means Hazardous Waste that is considered to present a substantial hazard whether managed properly or not. Acutely Hazardous Wastes are chemicals that are ‘P-listed’ substances pursuant to Title 40, Part 261, Subpart D of the Code of Federal Regulations.

### **1.5 Bin**

‘Bin’ means a metal Container with plastic lids and a capacity from 1.5 to 6 cubic yards, which is typically emptied by a front-loading collection vehicle.

### **1.6 Bin Collection Service**

‘Bin Collection Service’ means providing Solid Waste Handling Services using Bins. Bin Collection Service is either *Regular* Bin Collection Service or *Temporary* Bin Collection Service.

### **1.7 Bulky Items**

‘Bulky Items’ means Solid Waste that cannot or would not typically be accommodated within a Cart including specifically: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); electronic waste (including stereos, televisions, laptop computers, computers and computer monitors, VCRs, microwaves and other similar items); fluorescent bulbs; household batteries; and clothing. Bulky Items do not include car bodies, auto parts, tires, Construction and Demolition Debris, or items requiring more than two persons to remove.

### **1.8 CalRecycle**

‘CalRecycle’ means the California Department of Resources Recycling and Recovery (CalRecycle), or its successor agency.

### **1.9 Cart**

‘Cart’ means a plastic Container with wheels and a hinged lid with a capacity from 35 to 101 gallons, which is typically emptied by an automated side-loading collection vehicle.

### **1.10 Cart Collection Customer**

‘Cart Collection Customer’ means a Customer who receive Cart Collection Service. They include Single-family Premises (excluding those single-family customers on large lots who elect to use Bin Collection Service), Customers on Commercial Premises that generate small quantities of waste and elect to use Cart Collection Service, and Customers on Multi-family Premises with individual storage capacity to store Carts with access to curbside service from side-loading collection vehicles.

### **1.11 Cart Collection Service**

‘Cart Collection Service’ means providing Solid Waste Handling Services using Carts.

### **1.12 City**

‘City’ means the City of Calabasas, California, a municipal corporation, and all the territory lying within the municipal boundaries of the City as it currently exists, or as such boundaries may be adjusted.

### **1.13 City Manager**

‘City Manager’ means the City Manager or the Person designated by the City Manager to administer this Agreement.

### **1.14 Collection**

‘Collect or Collection’ means the act of collecting Solid Waste, Recyclable Materials, Organic Materials, C&D, Bulky Items, and other material at the place of generation in the City pursuant to this Agreement.

### **1.15 Commercial Premises**

"Commercial Premises" means any property or premises occupied for or devoted to a use permitted in the commercial, institutional and public zones pursuant to the provisions of the Calabasas zoning ordinance.

### **1.16 Complaint**

‘Complaint’ means a grievance, criticism, or objection in the form of a written letter, email, or telephone call either to the City or to the Contractor regarding Contractor’s performance of its duties under the terms of this Agreement. ‘Complaints’ concern missed pick-ups, property damage caused by the Contractor, tardy service, unresponsiveness to requests, billing problems, and similar issues. ‘Complaints’ exclude normal or standard service requests (e.g., exchanging a Cart or Bin), and criticisms directed at the City’s solid waste ordinance and its provisions.

### **1.17 Composting or Compost**

‘Composting or Compost’ means the controlled biological decomposition of Organic Materials into fertilizer, soil amendments, or other useful products.

### **1.18 Condominium**

‘Condominium’ means a residential development where undivided interest in a common portion of real property is coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map or parcel map.

### **1.19 Condominium Cart Collection Service**

‘Condominium Cart Collection Service’ means Cart Collection Service without providing Organics Cart Collection Service.

### **1.20 Construction and Demolition Waste**

‘Construction and Demolition Waste’ includes but is not limited to waste building materials, asphalt, concrete, drywall, metals, roofing materials, soils, wood, packaging, and rubble resulting from construction, remodeling, repair and demolition operations on pavement, houses, commercial, industrial or institutional buildings and other properties or structures.

### **1.21 Container**

‘Container’ means any can, wheeled cart, receptacle, dumpster, bin, or box used or intended to be used for the purpose of holding Solid Waste for Collection.

### **1.22 Customer**

‘Customer’ means any Person receiving Solid Waste Handling Services from Contractor within the City.

### **1.23 Designated Collection Location**

‘Designated Collection Location’ means the place where the Customer shall place, and from where the Contractor is to Collect, Solid Waste in Containers designed for that purpose.

### **1.24 Disposal**

‘Disposal’ means the final deposition of Solid Waste at a permitted landfill that is in full compliance with all laws and regulations.

### **1.25 Disposal Tipping Fee**

Disposal Tipping Fee means the rate per ton for Disposal of Refuse upon which the Contractor’s rates are based.

### **1.26 Disposal Site**

‘Disposal Site’ means the place, location, tract of land, area, or premises in use, intended to be used, or which has been used, for the landfill Disposal of Solid Waste.

### **1.27 Dwelling Unit**

‘Dwelling unit’ means a room or group of internally connected rooms that have sleeping, cooking, eating, and sanitation facilities, but not more than one kitchen, which constitutes an independent housekeeping unit, occupied by or intended for one household on a long-term basis. Types of dwellings include single-family dwellings, duplexes, multifamily dwellings, mobilehomes, condominiums and townhouses.

### **1.28 Food Waste**

‘Food Waste’ means waste that will decompose and/or putrefy and is segregated for Collection and Recycling. Food waste includes: (i) kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) discarded paper that is contaminated with Food Waste; (iv) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (v) non-Recyclable paper or contaminated paper.

### **1.29 Food Waste Pail**

‘Food Waste Pail’ means a plastic receptacle with a capacity not exceeding one and one-half (1.5) gallons, having a hinged lid, suitable for use in a Residential Premises for temporary storage of Food Waste that is approved for such purpose by the City.

### **1.30 Garbage**

‘Garbage’ means all kitchen and table food waste and animal or vegetable waste that attends or results from the storage, preparation, cooking or handling of food stuffs.

### **1.31 Green Waste**

‘Green Waste’ means non-contaminated material composed of organic matter or plant matter which is the result of seasonal variations or landscape and gardening activities. Green waste includes, without limitation, grass clippings, shrubbery, leaves, tree trimmings, branches, flowers, plant stalks, wood and other plant material. Green Waste does not include stumps or branches exceeding six inches (6") in diameter or four feet (4') in length.

### **1.32 Gross Receipts**

‘Gross Receipts’ means any and all monies, fees, charges, consideration, and revenue collected or received by or paid to Contractor, in connection with, arising from, or in any way attributable to the Solid Waste Handling Services carried out by or on behalf of



Contractor pursuant to this Agreement. Gross Receipts includes, without limitation, Customer charges for Collection of Solid Waste, without subtracting disposal fees, Franchise Fees, or any fees imposed on Contractor and collected pursuant to this Agreement. Gross Receipts does not include any proceeds from the sale of Recyclables or any payments from the lease of stationary compactors.

### **1.33 Hazardous Substance**

"Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Waste", "toxic waste", "pollutants" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, 25316, 25501 and 25501.1; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any substances defined, regulated or listed by any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, state or local environmental laws currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

### **1.34 Hazardous Waste**

'Hazardous Waste' means a waste, or combination of wastes, which because of its quantity, concentration or physical, chemical or infectious characteristics, may do either of the following: (1) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed. 'Hazardous Waste' includes all substances defined as Hazardous Waste, Acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes, or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated there

under. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "Hazardous Waste" shall be construed to have the broader, more encompassing definition.

### **1.35 Holiday**

'Holiday' means New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

### **1.36 Household Hazardous Waste**

'Household Hazardous Waste' means Hazardous Waste generated at a Single-family and Multi-family Residential Premises.

### **1.37 Low-level Radioactive Waste**

'Low-level Radioactive Waste' means regulated radioactive material that meets all of the following requirements:

(1) The waste is not high-level radioactive waste, spent nuclear fuel, or byproduct material (as defined in Section 11e(2) of the Atomic Energy Act of 1954 (42 U.S.C. Sec. 2014(e)(2))).

(2) The waste is not uranium mining or mill tailings.

(3) The waste is not any waste for which the federal government is responsible pursuant to subdivision (b) of Section 3 of the Low-Level Radioactive Waste Policy Amendments Act of 1985 (42 U.S.C. Sec. 2021c(b)).

(4) The waste is not an alpha emitting transuranic nuclide with a half-life greater than five years and with a concentration greater than 100 nanocuries per gram, or Plutonium-241 with a concentration greater than 3,500 nanocuries per gram, or Curium-242 with a concentration greater than 20,000 nanocuries per gram.

### **1.38 Material Recovery Facility**

'Material Recovery Facility' means a facility licensed or permitted in accordance with AB 939 which separates secondary materials, and processes them for sale to end users.

### **1.39 Medical Waste**

'Medical waste' means any biohazardous waste or sharps waste that is composed of, generated or produced as a result of any of the following actions:

(1) Diagnosis, treatment, or immunization of human beings or animals.

(2) Medical research involving the diagnosis, treatment or immunization of human beings or animals.

(3) The production or testing of medicinal preparations made from living organisms and their products, including, but not limited to, serums, vaccines, antigens, and antitoxins.

(4) The accumulation of properly contained home-generated sharps waste that is brought to a point of consolidation approved by the enforcement agency pursuant to Section 117904 or authorized pursuant to Section 118147.

(5) Removal of a regulated waste from a trauma scene by a trauma scene waste management practitioner.

Medical Waste that has been properly treated or autoclaved and that is not otherwise hazardous shall thereafter be considered Solid Waste.

#### **1.40 Mobilehome Park**

"Mobilehome Park" means any site that is planned and improved to accommodate two or more mobilehomes used for residential purposes, or on which two or more mobilehome lots are rented, leased, or held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium or other form of resident ownership, to accommodate mobilehomes used for residential purposes.

#### **1.41 Move In Collection Service**

'Move-in Collection Service' means the on-call Collection of Recyclable packing material from a new Single-family and Multi-family Residential Customers.

#### **1.42 Mulch**

'Mulch' means a material used for landscaping, soil amendment or erosion control that results from the mechanical breakdown (chipping and/or grinding) of materials, including, but not limited to, Green Waste, yard trimmings, and wood byproducts.

#### **1.43 Multi-family Premises**

"Multi-family premises" means any residential property in the City containing five (5) or more Dwelling Units.

#### **1.44 Organic Waste**

‘Organic Waste’ or ‘Organics’ means Green Waste, Food Waste, manure, and any other organic waste material which is acceptable to be delivered to an organics processing facility such as an anaerobic digester, or composting facility.

#### **1.45 Person**

‘Person’ means any individual, firm, association, organization, partnership, corporation, business trust, or joint venture.

#### **1.46 Premises**

‘Premises’ means a tract or lot of land within the City where Solid Waste is generated or accumulated.

#### **1.47 Public Container**

‘Public Container’ means a Container of a size and shape determined by the City placed in public areas by the City or by a transit authority for the convenience of the public for the accumulation of Refuse or Recyclables.

#### **1.48 Public Container Collection Service**

‘Public Container Collection Service’ means providing Solid Waste Handling Services to Public Containers. Public Container Collection Service includes monitoring containers and emptying them on an as-needed basis.

#### **1.49 Recyclables or Recyclable Materials**

‘Recyclables’ or ‘Recyclable Materials’ means materials that are capable of being recycled and which are segregated from waste material for Collection and recycling, rather than Collection and disposal. Recyclable materials includes, without limitation, glass, plastic or metal food or beverage containers (excluding ceramics and chemical containers); aluminum cans, foil, pie tins and similar items or bi-metal cans; PET plastic soda or water bottles or other bottles with the designated "PET" symbol; HDPE plastic milk and water bottles with the designated "HDPE" symbol; LDPE shrink wrap, plastic bags with the "LDPE" symbol; newspaper, cardboard, computer printouts (excluding carbon paper); white ledger paper, junk mail, office paper and such additional materials as the City Council may designate from time to time.

#### **1.50 Recycle or Recycling**

‘Recycle’ or ‘Recycling’ means the process of Collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become waste and returning those materials to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards to be used in the marketplace. Recycling does not include transformation as defined in Public Resources Code Section 40201.

### **1.51 Refuse**

‘Refuse’ means Garbage and Rubbish.

### **1.52 Regular Bin Collection Customer**

‘Regular Bin Collection Customer’ means a Person that receives Regular Bin Collection Service.

### **1.53 Regular Bin Collection Service**

‘Regular Bin Collection Service’ means using Bins to provide Solid Waste Handling Services to established residential, retail, commercial, and industrial facilities that require Collection service on a regular, ongoing, and indefinite basis. ‘Regular Bin Collection Service’ includes providing Solid Waste Handling Services to established Multi-family Premises with enclosure(s) or dedicated space(s) in common areas to accommodate Bins serviced by front-loading collection vehicles. ‘Regular Bin Collection Service’ includes providing Collection service using Bins to established Commercial Premises, but does not include providing service to: 1) Commercial Premises that generate small quantities of waste and elect to use Cart Collection Service, or, 2) Commercial Premises that generate large quantities of waste that elect to use Regular Rolloff Collection Service.

### **1.54 Regular Rolloff Collection Customer**

‘Regular Rolloff Collection Customers’ means a Person that receives Regular Rolloff Collection Service.

### **1.55 Regular Rolloff Collection Service**

‘Regular Rolloff Collection Service’ means using Rolloff Boxes or Rolloff Compactors to provide Solid Waste Handling Services to established retail, commercial, and industrial facilities that require Rolloff Service on a regular, ongoing, and indefinite basis.

### **1.56 Rolloff Box**

‘Rolloff Box’ means an open top metal Container with a capacity from 10 to 40 cubic yards, which is designed to be pulled onto a rolloff vehicle.

#### **1.57 Rolloff Collection Service**

‘Rolloff Collection Service’ means providing Solid Waste Handling Services using Rolloff Boxes or Rolloff Compactors. Rolloff Collection Service is either *Regular* Rolloff Collection Service or *Temporary* Rolloff Collection Service.

#### **1.58 Rolloff Compactor**

‘Rolloff Compactor’ means an enclosed metal Container equipped with a hydraulic packing ram with a capacity from 15 to 35 yards, which is designed to be pulled onto a rolloff vehicle.

#### **1.59 Rubbish**

‘Rubbish’ means, without limitation, the following items: waste and refuse capable of burning readily, including straw, packing materials, leather, rubber, clothing, bedding, books, rags and all similar articles which will burn by contact with flames or ordinary temperatures; and ashes, crockery, china, pottery, metal wire and other similar materials.

#### **1.60 Scavenging**

‘Scavenging’ means the unauthorized removal of Recyclables. Scavenging is prohibited by Public Resources Code § 41950.

#### **1.61 Sharps Waste**

‘Sharps Waste’ means waste generated by a Single Family or Multi-family Premises that includes a hypodermic needle, syringe, or lancet.

#### **1.62 Single-Family Residential Premises**

‘Single-family Residential Premises’ means any residential property in the City, except multiple dwellings containing five (5) or more Dwelling Units.

#### **1.63 Solid Waste**

‘Solid Waste’ means all putrescible and non-putrescible solid, semisolid wastes, including Garbage, trash, Refuse, paper, Rubbish, ashes, industrial wastes, Construction and Demolition Waste, discarded home appliances, manure, vegetable or animal solid

and semisolid wastes, and other discarded solid and semisolid wastes. 'Solid Waste' includes Recyclable Materials, Organics, Green Waste, Construction and Demolition Debris, and Bulky Items. Solid Waste does not include Hazardous Waste, Low-level Radioactive Waste, or Medical Waste.

#### **1.64 Solid Waste Facility**

'Solid Waste Facility' means a solid waste transfer or processing station, a composting facility, a gasification facility, a transformation facility, or a Disposal Site.

#### **1.65 Solid Waste Handling Services**

'Solid Waste Handling Services' means the Collection, transportation, storage, transfer, processing, and Disposal of Solid Waste.

#### **1.66 Temporary Bin Collection Customer**

'Temporary Bin Collection Customer' means a Person that receives Temporary Bin Collection Service.

#### **1.67 Temporary Bin Collection Service**

'Temporary Bin Collection Service' means using Bins to provide Solid Waste Handling Services to new construction sites, demolition projects, remodel projects, and cleanups that require Bin Collection Service on a temporary basis no longer than the duration of the project.

#### **1.68 Temporary Rolloff Collection Customer**

'Temporary Rolloff Collection Customer' means a Person that receives Temporary Rolloff Collection Service.

#### **1.69 Temporary Rolloff Collection Service**

'Temporary Rolloff Collection Service' means using Rolloff Boxes to provide Solid Waste Handling Services to new construction sites, demolition projects, remodel projects, and cleanups that require Rolloff Service on a temporary basis no longer than the duration of the project.

#### **1.70 Term**

'Term' means the Term of this Agreement, including any agreed upon extension periods, as provided for in Section 4.3.

**1.71 Valet Cart Collection Service**

‘Valet Cart Collection Service’ means a service that entails the Contractor rolling Customer’s Carts from the back or side-yard of a Single-Family Premises, emptying the carts into a Collection vehicle, and returning the Carts to the original location.

**1.72 Waste Generator**

‘Waste Generator’ means the owner or occupant of premises that initially produces Solid Waste.

**1.73 Work Day**

Work Day means any day, Monday through Saturday, excluding Holidays.



## **Section 2 GRANT OF RIGHT AND PRIVILEGE TO COLLECT SOLID WASTE**

### **2.1 Grant of Exclusive Rights**

This Agreement grants to Contractor for the Term of this Agreement during which Solid Waste Handling Service is to be provided, the exclusive right and privilege to Collect, transport, process, recycle, compost, retain and dispose of Solid Waste Collected from only Cart Collection Customers, as defined in this Agreement, produced, generated and/or accumulated within the City, except as otherwise provided below. No other services shall be exclusive to the Contractor.

### **2.2 Limitations to Scope of Exclusive Agreement**

The exclusive franchise, right and privilege to provide Solid Waste Handling Services at Premises within City granted to Contractor by this Agreement specifically excludes the following services, which services may be provided by Persons other than Contractor and which may be the subject of other permits, licenses, franchises or agreements issued or entered by City:

1. Cart Collection Service, which is covered under the Cart Collection Service Agreement between the City of Calabasas and another waste hauler. **[This sentence will be excluded from Cart Collection Agreement].**
2. Regular Bin and Regular Rolloff Collection Service, which is covered under the Regular Bin and Regular Rolloff Solid Waste Collection Agreement between the City of Calabasas and another waste hauler. **[This sentence will be excluded from Regular Bin and Rolloff Collection Agreement]**
3. Temporary Bin and Temporary Rolloff Collection Service, which is covered under the Temporary Bin and Rolloff Solid Waste Collection Agreement between the City of Calabasas and another waste hauler. **[This sentence will be excluded from Temporary Bin and Rolloff Collection Agreement]**
4. The sale or donation of source-separated Recyclable Material by the Waste Generator or Customer to any Person other than Contractor; provided, however, to the extent permitted by law, if the Waste Generator or Customer is required to pay monetary or nonmonetary consideration for the Collection, transportation, transfer, or processing of Recyclable Material, then it shall not be considered a sale or donation.

5. Solid Waste, including Recyclable Materials and Green Waste, which is removed from any Premises by the Waste Generator, and which is transported personally by such Generator (or by his or her full-time employees) to a processing facility or Disposal Site in a manner consistent with all applicable laws and regulations.
6. Recyclable Materials, Organic Waste or Bulky Wastes which are source separated at any premises by the waste generator and donated to youth, civic or charitable organizations.
7. Recyclables delivered to a recycling center or drop-off station by the Waste Generator for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et seq.
8. Bulky Waste removed from a Single-Family Residential Premises by a property cleanup or maintenance company as an incidental part of the total cleanup or maintenance service offered by the company rather than as a hauling service.
9. Green Waste removed from a Premises by a gardening, landscaping, or tree trimming Contractor, utilizing its own equipment, as an incidental part of a total service offered by that Contractor rather than as a hauling service.
10. The Collection, transfer, transport, Recycling, and processing of animal by-products, fats, oils, or grease to be rendered and used as tallow.
11. The Collection, transfer, transport, Recycling, processing, and disposal of byproducts of sewage treatment, including sludge, sludge ash, grit and screenings.
12. The Collection, transfer, transport, Recycling, processing, and disposal of Hazardous Substances, Hazardous Waste, untreated Medical Waste, and radioactive waste regardless of its source.
13. Construction and Demolition Debris which is removed by a duly-licensed construction or demolition company (e.g., with a State contractor license type C-21) or as part of a total service offered by said licensed company or by the City, where the licensed company utilizes its own equipment.

14. The Collection, transfer, transport, Recycling, processing, and Disposal of Solid Waste by City through City officers or employees in the normal course of their City employment.
15. Solid Waste Handling Services for governmental agencies other than City, which may have facilities in City, but over which City has no jurisdiction in connection with the regulation of Solid Waste.
16. Collection Material that is removed from a premise by a company through the performance of a service that the Contractor has elected not to provide.

The exclusive franchise, right and privilege to provide Solid Waste Handling Services within City granted to Contractor by this Agreement shall be interpreted to be consistent with all applicable state and federal laws, now in effect and adopted during the Term of this Agreement, and the scope of this Agreement shall be limited by all applicable current and developing laws and regulations. In the event that future interpretations of current law, future enactments or developing legal trends limit the ability of City to lawfully grant Contractor the scope of services as specifically set forth in this Agreement, the scope of this Agreement shall be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by Contractor resulting from any change in law.

### **2.3 Enforcement of Exclusive Rights**

Contractor shall be responsible for enforcing the exclusive rights in this Agreement. City shall reasonably assist Contractor in its efforts to enforce the exclusivity of this Agreement. In addition, City shall adopt such ordinances or other regulations as it deems to be necessary or desirable to protect the exclusive rights granted in this Agreement. City shall have the right, but not the obligation, to enforce the exclusivity in this Agreement, including by instituting appropriate legal proceedings, and/or to request that Contractor do so. Contractor shall have an affirmative obligation to enforce such exclusivity provisions when requested to do so by City. Contractor shall reimburse City for its reasonable legal costs, extraordinary administrative costs (including staff time), or other expenses incurred in connection with City's actions to either enforce the exclusivity in this Agreement, or to assist Contractor in doing so.

### **2.4 Annexation**

Contractor's rights and obligations in this Agreement shall apply in any territory annexed to the City during the Term of this Agreement, except to the extent that the

application of such rights and obligations within such annexed territory would violate the provisions of Public Resources Code Section 49520. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law. If upon annexation Contractor is permitted to provide Solid Waste Handling Services to Customers in the annexed territory pursuant to preexisting rights granted by another jurisdiction, Contractor shall provide all such Customers in the annexed area with the same services, at the same rates, as are available to Customers pursuant to the terms of this Agreement.

### **Section 3 REPRESENTATIONS AND WARRANTIES**

Contractor hereby covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement, all of which shall be true as of the Effective Date of this Agreement:

1. Contractor is a validly existing corporation under the laws of the State of California.
2. Neither the execution of this Agreement nor the delivery by Contractor of services nor the performance by Contractor of its obligations in this Agreement: (1) conflicts with, violates or results in a breach of any applicable law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of Contractor) or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Contractor.
3. There is no action, suit or other proceeding as of the date of this Agreement, at law or in equity, or to the best of Contractor's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Contractor which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Contractor in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of Contractor to perform its obligations in this Agreement or which would have a material adverse effect on the financial condition of Contractor.
4. Contractor has no knowledge of any applicable law in effect as of the date of this Agreement that would prohibit the performance by Contractor of this Agreement and the transactions contemplated hereby.
5. Contractor has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be performed by it, and is satisfied that those conditions and circumstances will not

impair its ability to perform the work and provide the Solid Waste Handling services required by this Agreement.

6. The information supplied by Contractor in all submittals made in connection with negotiation and execution of this Agreement, including all materials in its proposal to the City, and all representations and warranties made by Contractor throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the Effective Date of this Agreement.

## **Section 4 EFFECTIVE DATE AND TERM**

### **4.1 Conditions to Effectiveness of Agreement**

The satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City in writing, is a condition precedent to the effectiveness of this Agreement, and a condition of Contractor's continued right to the benefits conveyed in this Agreement:

1. Accuracy of Representation - All representations and warranties made by Contractor and set forth in this Agreement shall be accurate, true, and correct on and as of the Effective Date of this Agreement.
2. Absence of Litigation - There shall be no litigation pending in any court challenging the award of this Agreement to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.
3. Furnishing of Insurance, Bond, and Letter of Credit - Contractor shall have furnished the evidence of insurance, and performance bond required by this Agreement.
4. Effectiveness of City Council Action - City Council's Ordinance or Resolution approving this Agreement shall have become effective pursuant to California law.
5. Administrative Fee - Contractor shall have paid to the City the Administrative Fee pursuant to Section 10.2 of this Agreement.

### **4.2 Effective Date**

The 'Effective Date' of this Agreement shall be the date upon which all the conditions set forth in the above section have been accomplished, and have been accepted in writing by the City.

### **4.3 Term**

Contractor shall provide Solid Waste Handling Services and Disposal Services in accordance with this Agreement for a period of seven (7) years beginning Monday, February 29, 2016 through midnight on Tuesday, February 28, 2023 (the "Term"), unless this Agreement is terminated sooner pursuant to Section 17 of this Agreement.

#### **4.4 City's Option to Extend Term**

City shall have the sole option to extend the initial Term for three (3) additional two-year periods. The first two (2) year period shall be from March 1, 2023 through February 28, 2025; the second two (2) year period shall be March 1, 2025 through February 28, 2027; and the third two (2) year period shall be March 1, 2027 through February 28, 2029. If City elects to extend the Term, City shall notify Contractor in writing no later than nine (9) months prior to the end of the then existing Term. If City does not notify Contractor nine (9) months prior to the end of the then existing Term, the City shall waive its option to further extend the Term.



## **Section 5 SCOPE OF SERVICES**

### **5.1 Solid Waste Services – General**

To protect the public health and safety, Contractor shall provide all labor, equipment, material, supplies, supervision and all other items necessary for the Collection of all Solid Waste generated or accumulated within the City from Cart Collection Customers covered by this Agreement at least once per week. The services provided by Contractor under this Agreement shall be performed in a thorough and professional manner so that all Customers are provided at all times with reliable, courteous and high-quality Solid Waste Handling Services.

### **5.2 Cart Collection Service**

#### **5.2.1. Cart Collection – General**

Contractor shall Collect all Solid Waste properly placed out for Collection by Cart Collection Customers at the Designated Collection Location not less than once per week using automated collection vehicles. A Cart shall be considered properly placed out for Collection if it is feasibly accessible by Contractor's automated Collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination of the Designated Collection location.

It is the intent of the City and the Contractor to provide Customers with the highest level of customer satisfaction while at the same time enabling Contractor to operate efficiently. Contractor shall instruct Customers to place all Solid Waste inside Carts such that Contractor's drivers will not be required to routinely disembark the Collection vehicle. However, in the event that a Customer occasionally places Solid Waste adjacent to Carts, Contractor shall also Collect that Solid Waste. If a Customer routinely places for Collection Solid Waste outside the Cart, Contractor shall work with the Customer to determine if the Customer is in need of additional Carts. The City Manager is authorized to require Contractor to deliver additional Refuse Carts to any such Customers, or to require such other action of Contractor as is reasonably necessary to ensure that Customers receive high quality service.

#### **5.2.2. Refuse Cart Collection**

Contractor shall Collect Refuse from all Cart Collection Customers in the City using Cart Collection Service. Contractor shall provide each Cart Collection Customer with one

Refuse Cart per Dwelling Unit at one of the three sizes shown in the rate schedule in Exhibit A. Each Customer shall choose either a ninety-six (96) gallon cart, a sixty-four (64) gallon cart, or a thirty-two (32) gallon cart.

Upon request by Customer, Contractor shall provide additional ninety-six (96), or sixty-four (64) gallon Refuse Carts. Contractor shall charge rates to the Customer based on each Customer's size and number of Refuse Carts according to the rate schedule in **Exhibit A**. Contractor may not charge for any services not listed in the rate schedule without prior written approval of the City.

### **5.2.3. Recyclables Cart Collection**

Contractor shall Collect Recyclables from all Cart Collection Customers in the City using Cart Collection Service. Contractor shall Collect Recyclables on the same day as Customer's Refuse Cart is Collected. Contractor shall provide each Cart Collection Customer in the City with at least one ninety-six (96) gallon cart per Dwelling Unit.

Upon request by Customer, Contractor shall provide an unlimited number of additional ninety-six (96), gallon Recycling Carts at no charge. Contractor shall provide Recyclable Cart Collection Service to Cart Collection Customers at no additional charge to City or to Customers.

### **5.2.4. Organics Cart Collection**

Contractor shall Collect Organics from all Cart Collection Customers (except Customers with Condominium Service) using Cart Collection Service. Contractor shall Collect Organics on the same day as Customer's Refuse Cart is Collected. Contractor shall provide each Customer with at least one ninety-six (96) gallon cart or more Organics Cart(s) per Dwelling Unit. Contractor shall provide Recyclable Cart Collection Service to Cart Collection Customers at no additional charge to City or to Customers.

### **5.2.5. Condominium Collection Service**

For Cart Collection Customers in Condominiums or other Multi-family Premises whose Greenwaste from common areas is collected and disposed by landscapers, Contractor shall not be required to provide an Organics Cart or Collect Organics. For these Customers with Condominium Cart Collection Service, Contractor shall charge the rate for Condominiums in Exhibit A.

#### **5.2.6. Valet Service**

Contractor shall provide on-premises Valet Service to Customers if all adults residing at the Premises have disabilities that prevent them from setting their Carts at the curb for Collection, and if a request for Valet Service has been made to, and approved by, the City Manager in a manner required by City. The City Manager shall notify the Contractor in writing of any Premises requiring Valet Service along with the date such service is to begin. No additional monies shall be due to the Contractor for the provision of required Valet Service.

For Customers who elect to have Valet Service, but do not require it, Contractor shall provide Valet Service as a premium service. For these Customers with Valet Service, Contractor shall charge the rate for Valet Service in **Exhibit A**.

#### **5.2.7. Bulky Item Pickups**

On an as-needed, on-call basis, the Contractor shall provide up to three (3) pickups per calendar year of Bulky Items from each Cart Collection Customer. Upon receiving a request from Customer two (2) days in advance, Contractor shall Collect Bulky Items on the Customer's regular weekly collection day at no extra charge. Each Bulky Items Collection shall be limited to: up to four (4) large household items or, up to twenty (20) plastic trash bags, or, up to ten (10) bundles of Greenwaste (bundled no more than 4' long and 18" in diameter) per Collection event (i.e., per pickup). Contractor shall not be required to remove any items that cannot be safely handled by two persons. Contractor shall comply with all applicable regulations governing the recovery of ozone depleting refrigerants during the handling and Disposal of refrigerators, or air conditioning units.

In the event a question arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall determine whether the item(s) are considered Bulky Items, and that determination shall be final and binding on the Contractor.

For Bulky Item pickups that exceed three (3) in a calendar year, Contractor may charge the Bulky Item Pickup Charge according to the rate schedule in **Exhibit A**. For individual Bulky Items in excess of maximum quantity set forth above, Contractor shall charge Customer the Bulky Item Unit Charge according to the rate schedule in **Exhibit A**.

#### **5.2.8. Holiday Trees**

Contractor shall Collect all Holiday trees from Single-family and Multi-family Premises which are properly placed for Collection from the first Work Day after December 25th through the third Saturday in January. Collection shall occur on the regularly scheduled Collection day. Holiday Trees placed for Collection must be cut into lengths no longer than six (6) feet, be free of ornaments, garlands, tinsel and flocking, and the stands must be removed. Contractor shall Recycle all Holiday Trees. Holiday Trees set out for pickup that are flocked or contain tinsel or other decorations may be delivered to the Disposal Site at the discretion of the Contractor.

#### **5.2.9. Mulch Give-away**

Contractor shall provide two (2) 40-yard Rolloff Boxes of compost two (2) times per year for the use and benefit of the City of Calabasas and its residents. Contractor shall provide this service at no additional cost to City or to Customers. City shall provide the location for the placement of the Rolloff Boxes.

#### **5.2.10. Move-In Collection Service**

Contractor shall also provide, at no charge, one (1) on-call Move-In Collection of Recyclable packaging materials such as cardboard boxes, packing Styrofoam, and newspaper to Customers within three (3) months of service initiation by the Customer. Move-in Collection service shall be provided within forty-eight (48) hours of receipt of the request.

#### **5.2.11. ABOP Collection Service**

Contractor shall operate an ABOP Collection roundup on the second (2nd) Saturday of every other month at a site designated by the City. Contractor shall operate the roundup event between the hours of 10:00 am and 2:00 pm and shall provide all necessary staff, equipment, and containers to Collect ABOP materials dropped off by City residents. Contractor shall be responsible for the transportation, storage, processing, and proper Disposal of all ABOP material Collected at these events.

The Contractor shall publicize each public disposal center for antifreeze, batteries, motor oil and latex/water-based paint in the Calabasas area one time per year through one of the following methods: (1) insert included in envelope with customer's bill; (2) press releases and public service announcements; (3) submitting an article for inclusion in the city's newsletter; or (4) distribution of informational flyers to the general public at

appropriate events and through the mail. The method of publicity shall be selected by the Contractor and approved by City.

Contractor shall invoice the City on or about the first (1st) day of the following month for cost incurred to operate the ABOP roundup during the prior month. Contractor's invoice must be accompanied with a full accounting of all materials accepted, how the materials were Recycled, reused, or Disposed, and the quantity of each ABOP material type.

The City shall reimburse the Contractor by the end of the month following the ABOP roundup. City shall reimburse Contractor up to the total amount the City receives in Used Oil Block Grant monies from CalRecycle. Contractor shall be responsible for ABOP roundup costs that exceed City reimbursement. The City shall be responsible to file the grant application and prepare reports back to CalRecycle.

#### **5.2.12. Optional – Door to Door HHW Collection**

**If the City elects to include Door to Door HHW Collection in this Agreement,** Contractor shall undertake a program to Collect Household Hazardous Waste from Single-family and Multi-family Residential Premises on an on-call basis. Contractor shall perform this service at no additional cost to City or Customer. Contractor shall Collect HHW from Residential Customers on their regular Collection day during the last two weeks of each quarter on an on-call by-appointment basis. The Door to Door HHW Collection program shall include the following features:

1. An ongoing public education program to inform residents of the benefits and availability of a Door to Door HHW program.
2. An annual schedule of quarterly Collection periods including the month, appointment deadline, and collection weeks
3. A convenient means by which Residential Customers may make an appointment to have their HHW Collected
4. Instructions and materials (bags, labels, etc.) that will enable residents to safely and conveniently prepare their HHW for Collection.
5. Specific policies and procedures for the Door to Door HHW program such as acceptable Collection locations (doorstep, etc.), list of acceptable and non-acceptable materials, and quantity limits.

### **5.3 Regular Bin and Rolloff Collection Service**

#### **5.3.1. Regular Bin Collection Service – General**

Contractor shall Collect Solid Waste from all Regular Bin Collection Customers not less than once per week. Contractor shall Collect Solid Waste properly placed in Bins from the Designated Collection Location upon each Customer's Premises. Contractor shall replace empty Bins to their original location with gates or doors of enclosures secured after Collection is completed. A Bin shall be considered properly located for Collection if it is feasibly accessible by Contractor's front-loading Collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination.

#### **5.3.2. Regular Bin Collection Service - Refuse**

Contractor shall Collect Refuse from all Regular Bin Collection Customers. Contractor shall provide the size and quantity of Refuse Bins, and the number of weekly pickups as requested by Customer, or as required to maintain public health and safety. If Contractor and Customer cannot agree upon the appropriate size and number of Bins, or on the number of weekly pickups, City shall determine the most appropriate service level. Contractor shall bill the Customer for Regular Bin Collection Service based on each Customer's size and number of Refuse Bins, and number of weekly pickups according to the monthly rates schedule in Exhibit B. Contractor may not charge for any services not listed in the rate schedule without prior approval of the City.

#### **5.3.3. Regular Bin Collection Service – Recyclables**

Upon request by Customer, Contractor shall Collect Recyclables from Regular Bin Collection Customers no less frequently than once per week. Contractor may use Bins or Carts to Collect Recyclables from Regular Bin Collection Customers. Contractor shall provide the size and quantity of Bins or Carts as requested by Customer. If Contractor and Customer cannot agree upon the appropriate size and number of Bins, or on the number of weekly pickups, City shall determine the most appropriate service level. Contractor shall Collect Recyclables from Regular Bin Collection Customers at no additional charge to Customer or City.

#### **5.3.4. Multi-family Bulky Item Pickups**

On an as-needed, on-call basis, the Contractor shall provide up to three (3) pickups per calendar year of Bulky Items from each Bin Collection Customer at Multi-family Premises. Upon receiving a request from Customer two (2) days in advance, Contractor shall Collect Bulky Items on the Customer's regular collection day at no extra charge. Each Bulky Items Collection shall be limited to: up to four (4) large household items or, up to twenty (20) plastic trash bags, or, up to ten (10) bundles of Greenwaste (bundled no more than 4' long and 18" in diameter) per Collection event (i.e., per pickup). Contractor shall not be required to remove any items that cannot be safely handled by two persons. Contractor shall comply with all applicable regulations governing the recovery of ozone depleting refrigerants during the handling and Disposal of refrigerators, or air conditioning units.

In the event a question arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall determine whether the item(s) are considered Bulky Items, and that determination shall be final and binding on the Contractor.

For Bulky Item pickups that exceed three (3) in a calendar year, Contractor may charge the Bulky Item Pickup Charge according to the rate schedule in Exhibit B. For individual Bulky Items in excess of maximum quantity set forth above, Contractor shall charge Customer the Bulky Item Unit Charge according to the rate schedule in Exhibit B.

### **5.3.5. Multi-family Holiday Trees**

Contractor shall Collect all Holiday trees from Single-family and Multi-family Premises which are properly placed for Collection from the first Work Day after December 25th through the third Saturday in January. Collection shall occur on the regularly scheduled Collection day. Holiday Trees placed for Collection must be cut into lengths no longer than six (6) feet, be free of ornaments, garlands, tinsel and flocking, and the stands must be removed. Contractor shall Recycle all Holiday Trees. Holiday Trees set out for pickup that are flocked or contain tinsel or other decorations may be delivered to the Disposal Site at the discretion of the Contractor.

### **5.3.6. Regular Rolloff Collection Service**

Contractor shall Collect Solid Waste from all Regular Rolloff Collection Customers using Contractor-furnished Rolloff Boxes or Customer-furnished Rolloff Compactors. Upon Customer request, Contractor shall furnish the size and number of Rolloff Boxes requested by Customer.

Contractor is not obligated to furnish Rolloff Compactors. Contractor may sell or lease Rolloff Compactors to Customers. Any sale or lease of Rolloff Compactors to Customers shall be outside the scope of this Agreement. However, the Collection service provided to those Customers with Rolloff Compactors shall be within the scope of this Agreement.

Within one (1) Workday of Customer's request for service, Contractor shall Collect Solid Waste properly placed in Rolloff Boxes or Rolloff Compactors from the Designated Collection Location upon each Customer's Premises. A Rolloff Box or Rolloff Compactor shall be considered properly located for Collection if it is feasibly accessible by Contractor's rolloff collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination.

Contractor shall bill the Customer for Regular Rolloff Collection Service based on each load and the actual weight of each load according to the rate schedule in Exhibit B. Contractor may not charge for any services not listed in the rate schedule without prior approval of the City.

### **5.3.7. City Facilities Collection Service**

Contractor shall Collect and dispose of all Refuse, Recyclable Material, and Green Waste put in Containers for Collection at all facilities owned and/or operated by the City at no charge. City facilities include, but are not limited to, City Hall, City offices, parks, corporation yards, recreation centers, and community centers. Contractor shall provide the number and size of Containers, and frequency of service at the City's direction. Service levels and number of City facilities served may increase during the Term of this Agreement without any additional compensation paid to the Contractor. The current scope of service provided to City facilities is shown on the following page in Table 1.



**Table 1 - Service to City Facilities**

Service Location	Number of Bins	Bin Size	Pickups per Week
Grape Arbor Park	2	3 yard	2
Juan Bautista de Anza Park	2	3 yard	2
Freedom Park	1	3 yard	As needed
Gates Canyon Park	2	3 yard	2
Highlands Park	1	3 yard	As needed
Bark Park	1	3 yard	As needed
Wild Walnut Park	1	3 yard	As needed
City Hall	4	3 yard	2
Tennis & Swim Center	2	3 yard	6
Community Center	2	3 yard	2

**5.3.8. Bus Stop Container Collection Service**

Contractor shall Collect and dispose of all Refuse placed in Containers at bus stops in the City. The location and frequency of service for these Containers is listed in Exhibit D. City may change the frequency of service and/or number of bus stops serviced during the Term of this Agreement without any additional compensation paid to the Contractor. City shall include any such changes on a revised Exhibit D.

**5.3.9. Sidewalk Litter Container Collection Service**

Contractor shall Collect and dispose of all Refuse placed in public Containers that are placed on sidewalks and in public areas by the City. The location and frequency of service for these Containers is listed in Exhibit E. Public Street Containers shall be provided by City. Any plastic liners or other miscellaneous items needed to provide service shall be furnished by Contractor. City may change the service frequency and number of Containers during the Term of this Agreement without any additional compensation paid to the Contractor. City shall include any such changes on a revised Exhibit E.

**5.3.10. City-sponsored Special Events**

Contractor shall provide Solid Waste Collection and Disposal/processing service for City-sponsored special events. This shall include providing Containers (Bins, Roll-off Boxes, and clearly labeled cardboard waste boxes with liners) to Collect and dispose of, or process, all Solid Waste and Recyclable Materials. The Contractor shall provide these services at City-sponsored events, at no cost to City or ratepayers. City-sponsored events shall include those listed below in Table 2.

**Table 2 - City-sponsored Special Events**

<b>Event</b>	<b>Location(s)</b>	<b>When</b>	<b>Estimated Attendance</b>	<b>Estimated Service Requirements</b>
Egg Hunt	Juan Bautista de Anza Park	Easter	1,500	Cardboard containers
Fine Arts Festival	Two locations: The Commons at Calabasas; Calabasas Civic Center	Two days in May	12,000 to 15,000 over two days	One (1) 40 yd. rolloff and cardboard containers
Fourth of July (Lakeside Fun Run and Fireworks Spectacular)	Fun Run - Lake Behind the Tennis & Swim Center Fireworks Spectacular – Calabasas High School	July	3,000	One (1) 40 yd. rolloff and cardboard containers
Pumpkin Festival	Lost Hills Road & Juan Bautista de Anza Park	Two days in October	3,000 to 5,000 over two days	Two (2) 40 yd. rollofs and cardboard containers

**5.3.11. Optional - Commercial Organics Collection Service**

**If the City elects to include this service in the Agreement** - Upon request by Customer, Contractor shall Collect Source-separated Organics from all Regular Bin Collection Customers not less than once per week. For Customers that subscribe to Commercial Organics Collection Service, Contractor shall Collect Organics properly placed in Carts or Bins from the Designated Collection Location upon each Customer's Premises. Contractor shall replace empty Carts or Bins to their original location with gates or doors of enclosures secured after Collection is completed. A Cart or Bin shall be considered properly located for Collection if it is feasibly accessible by Contractor's Collection

vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination.

Contractor shall provide the size and quantity of Carts or Bins, and the number of weekly pickups as requested by Customer, or as required to maintain public health and safety. If Contractor and Customer cannot agree upon the appropriate size and number of Carts or Bins, or on the number of weekly pickups, City shall determine the most appropriate service level. Contractor shall bill the Customer for Organics Collection Service based on each Customer's size and number of Carts or Bins, and number of weekly pickups according to the monthly rate schedule in Exhibit B-1.

#### **5.4 Temporary Bin and Rolloff Collection Service**

##### **5.4.1. Temporary Bin Collection Service**

*Contractor shall deliver the number of requested Bins to Temporary Bin Customers within one (1) Workday of request by Customer. Contractor may require Customers to pay in advance or upon Bin delivery. Contractor shall Collect all Solid Waste properly placed for Collection from Temporary Bin Customers on an on-call basis within one (1) Workday of Customer's request for service. Contractor shall provide Temporary Bin Collection Service at the rates shown in Exhibit C.*

##### **5.4.2. Temporary Rolloff Collection Service**

*Contractor shall deliver the number of requested Rolloff Boxes Temporary Rolloff Customers within one (1) Workday of request by Customer. Contractor may require Customers to pay in advance or upon Bin delivery. Contractor shall Collect all Solid Waste properly placed for Collection from Temporary Rolloff Customers on an on-call basis within one (1) Workday of Customer's request for service. Contractor shall provide Temporary Bin Collection Service at the rates shown in Exhibit C.*

## **Section 6 OPERATIONS, PERSONNEL AND EQUIPMENT**

### **6.1 Operations**

#### **6.1.1. Hours of Collection**

To protect the peace and quiet of residents, Contractor shall not Collect Solid Waste before 7:00 a.m. or after 6:00 p.m. The City may direct Contractor to reduce the Collection hours in areas around schools and in high traffic areas during peak traffic hours. When the City is conducting road rehabilitation projects, the City reserves the right to temporarily redirect or restrict Contractor from Collection in the affected areas if needed. The hours of Collection may be extended due to extraordinary circumstances with the prior written (e.g., e-mail) consent of the City Manager.

#### **6.1.2. Holidays**

Contractor shall not Collect Solid Waste on Sundays or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In any week in which one of these holidays falls on a weekday, Collection Services for the Holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week. Friday Collection Services shall be performed on Saturday.

#### **6.1.3. Complaints for Missed Collections**

In the case of a Complaint for a missed Collection received on a collection day, Contractor shall make the Collection not later than 5 p.m. if it has been notified by noon, or on the first collection day after the Complaint is received, if the Complaint was received after noon.

#### **6.1.4. Hazardous Waste Inspection and Reporting**

Contractor reserves the right and has the duty under law to inspect Solid Waste put out for Collection and to reject Solid Waste observed to be contaminated with Household Hazardous Waste or Hazardous Waste. In the event a Customer sets out for Collection any Household Hazardous Waste or Hazardous Waste, Contractor shall reject the material, tag the Container with instructions to the Customer for the proper method to discard of Hazardous Waste, and record the event in the Customer's profile in Contractor's billing system.

#### **6.1.5. Refusal to Collect**

When Solid Waste is not Collected from any Customer, Contractor shall notify its Customer in writing, at the time Collection is not made, through the use of a "tag" or otherwise, of the reasons why the Collection was not made.

#### **6.1.6. Load Weight**

Contractor shall not load its Collection vehicles such that the vehicle's gross weight (the total weight of the load and the vehicle) exceeds the manufacturer's gross vehicle weight rating (GVWR), or exceeds any other weight limits imposed by state or local laws or regulations.

#### **6.1.7. Property Damage**

Any physical damage caused by the negligent or willful acts or omissions of employees of Contractor to public or private property shall be promptly repaired or replaced by Contractor at Contractor's sole expense.

#### **6.1.8. Commingling of Routes**

Contractor shall not commingle City Collection routes with other city or county routes. Each route shall be dedicated exclusively to City-generated waste Collected within City boundaries under this Agreement.

### **6.2 Personnel**

#### **6.2.1. Qualifications**

Contractor shall employ qualified personnel to perform the services set forth in this Agreement. Contractor shall ensure that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. Contractor shall provide operating and safety training that meets minimum OSHA standards for all its drivers, helpers, and those employees who are otherwise directly involved in Collection operations. Contractor shall train its drivers and helpers in the identification of Hazardous Waste. Each driver shall at all times carry a valid California driver's license, and any other required licenses for the type of vehicle that is being operated. Each driver shall comply with all applicable state and federal laws, regulations and requirements.

### **6.2.2. Conduct**

Contractor's employees shall conduct themselves in a competent, thorough, and courteous manner. The City may request the transfer of any employee who materially violates any provision in this Agreement, or who is negligent, careless, or discourteous in the performance of their duties. Contractor's field operations personnel shall wear a clean uniform with the employee and Contractor's name. Contractor's employees, who normally come into contact with the public, shall bear a company photo identification card. Contractor shall not permit any employee to solicit or accept, either directly or indirectly, any compensation or gratuity for services authorized to be performed under this Agreement.

### **6.2.3. Drug and Alcohol Testing**

Contractor shall prescreen all applicants seeking employment that would result in the applicant, if hired, driving Contractor's vehicles within City. The prescreening shall include drug and alcohol testing by a certified independent testing laboratory. Contractor shall reject any applicant for employment within City who tests positively for any prohibited substance. In addition, Contractor shall conduct unannounced random drug and alcohol testing of all employees performing driving duties within City pursuant to the regulations administered by the Federal Motor Carrier Safety Administration (49 CFR, Part 40). The random testing shall be conducted by a certified independent testing laboratory. Any employee who tests positive for prohibited substances or alcohol shall be immediately and permanently removed from any assignment to perform duties under this Agreement.

### **6.2.4. Employees of Previous Service Provider**

In the event Contractor takes over service in the City from a previous service provider, Contractor shall make good faith efforts to hire all 'qualified applicants' of the previous service provider to perform work under this Agreement. A 'qualified applicant' is an individual that: (i) was an employee of the previous service provider and regularly worked in the City within sixty (60) days prior to the Effective Date; (ii) is qualified by training and experience for the desired position; and (iii) successfully passes Contractor's physical and drug test. All employees of the previous service provider hired by Contractor shall retain the level of seniority that they held with the previous service provider, and shall receive a compensation and benefits package from Contractor that is commensurate with the Contractor's other employees with a similar level of skill, experience and seniority.

## **6.3 Vehicles**

### **6.3.1. General**

Contractor shall provide vehicles for Solid Waste Handling Services that are sufficient in number and capacity to efficiently perform the work required by this Agreement. Contractor shall own and maintain sufficient back-up vehicles.

Contractor shall equip vehicles so as to prevent Solid Waste from being blown or otherwise escape from the vehicle. Contractor shall be responsible to promptly clean any spillage or Solid Waste that leaks or otherwise escapes its vehicles.

Each Collection vehicle shall carry a broom, shovel, and operable fire extinguisher, and shall be equipped with a radio to enable the driver to communicate directly with Contractor's dispatcher and/or main office.

No Collection Vehicle shall be utilized if it is leaking fluids. Contractor shall clean up any leaks or spills from its vehicles. Contractor shall equip all Collection Vehicles with absorbent for such cleanups. No fluids shall be washed into storm drains at any time.

### **6.3.2. Appearance**

Contractor shall paint each vehicle periodically (including performing all necessary body work), no less than once every two years. Contractor shall mark the rear, and both sides of each vehicle with the Contractor's name, telephone number, and a vehicle number in letters not less than five (5) inches in height. Contractor shall maintain each vehicle in a clean and sanitary condition both inside and out.

### **6.3.3. Maintenance**

Contractor shall perform all scheduled maintenance functions upon Collection Vehicles in accordance with the manufacturer's specifications and schedule. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall keep accurate records of all Collection Vehicle maintenance and repair, recorded according to date and mileage, including signed verifications that repairs and maintenance has been properly performed, and shall make such records available to City upon request.

#### **6.3.4. Emissions**

Contractor's Collection Vehicles shall comply with all rules and regulations of the South Coast Air Quality Management District, the Air Resource Board, and any other air-quality regulatory body that may be in authority during the Term of this Agreement.

#### **6.3.5. Noise**

Contractor's vehicles using compaction mechanisms during the stationary compaction process shall not exceed a noise level of seventy (70) decibels (dB)A at a distance of fifty (50) feet from the collection vehicle measured at an elevation of five (5) feet above ground level. Contractor shall submit to City, upon City's request, a certificate of vehicle noise level testing, by an independent testing entity, for any collection vehicle which City or Contractor has received more than one complaint regarding excessive noise.

#### **6.3.6. Safety**

Contractor shall equip each vehicle with appropriate safety equipment, including any new safety related technologies that become standard in the waste industry during the Term of this Agreement. Collection vehicles shall be well marked and highly visible. At a minimum, Collection vehicles shall have a back-up warning alarm, and a video monitor based back-up system, or its equivalent.

#### **6.3.7. Inspection of Vehicles**

Contractor shall inspect each Collection vehicle daily to ensure that all equipment is operating properly. Collection vehicles that are not operating properly shall be removed from service until repaired and operating properly.

Contractor shall regularly inspect each Collection vehicle to ensure it meets the requirements of the California Vehicle Code and the California Highway Patrol. Contractor shall provide to the City copies of its Biannual Inspection of Terminal ("BIT") inspection reports to City within 30 days of its receipt of such reports. Contractor shall make all records related to its vehicles available to City upon request by the City Manager.

City may cause or require any Collection vehicle used in performance of this Agreement to be inspected and tested at any time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of this Agreement.



Upon request, Contractor shall furnish City a written inventory of all equipment, including Collection Vehicles, used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, ID number, date of acquisition, type and capacity.

Any Collection Vehicle that the City Manager deems inappropriate for use in City for any reason (including its appearance) shall be removed from service in City, until such time as the City Manager determines the issue regarding said Collection vehicle is corrected.

#### **6.4 Containers**

If any Solid Waste enterprise providing Solid Waste Handling Services to Customers prior to the Effective Date does not remove the Containers it had in use prior to the Effective Date, Contractor shall Collect and dispose of all such Containers at no additional charge to City or Customers.

##### **6.4.1. Carts**

Contractor shall provide Cart Collection Customers with Carts during the Term of this Agreement. Carts and Cart lids must meet color, size, uniformity, and quality requirements of the City. Contractor shall provide and maintain Carts and Cart lids with consistent colors and in good condition. Contractor shall maintain all Carts in good repair. If a Cart is broken or damaged, Contractor shall repair or replace such Carts by the next regularly scheduled collection day provided that the Customer notifies the Contractor two (2) Work Days in advance of the next collection day.

Carts shall be marked or labeled to include the Contractor's name and phone number, and information about what materials should and should not be placed in each type of Cart. City shall approve what information is marked on Carts.

##### **6.4.2. Cart Exchange**

Upon notification to the Contractor by the City or a Customer that a change in the size or number of Carts is required, the Contractor shall deliver such Carts to such Customer by the next regularly scheduled collection day provided that the Customer notifies the Contractor two (2) Work Days in advance of the next collection day. Each Cart Customer shall be entitled to receive one (1) free Refuse Cart exchange, one (1) free Recycling Cart exchange and one (1) free Organics Cart exchange per year during the Term of this Agreement. For exchanges that exceed one (1) per year, Contractor may charge Customers the cart exchange fee shown in **Exhibit A**.

#### **6.4.3. Cart Replacement**

Any Cart damaged by the Contractor shall be replaced by the Contractor, at the Contractor's expense. If a Cart is lost, stolen or damaged beyond repair through no fault of the Contractor, the Contractor shall deliver replacement Cart to Customer by the next regularly scheduled collection day provided that the Customer notifies the Contractor two (2) Work Days in advance of the next collection day. Each Cart Customer shall be entitled to the replacement of one (1) lost, destroyed, or stolen Refuse Cart, one (1) lost, destroyed, or stolen Recycling Cart, and one (1) lost, destroyed, or stolen Organics Cart during the initial Term of this Agreement at no cost. For replacements of more than one (1) lost, destroyed, or stolen Cart of each type during the initial Term, Contractor may charge Customer the Cart replacement fee shown in **Exhibit A**. After the initial Term, Customers shall be entitled to one (1) additional free replacement Cart of each type during the remaining Term of this Agreement.

#### **6.4.4. Ownership of Carts**

Contractor shall own all Carts provided under this Agreement. In the event this Agreement is not extended or renewed, Contractor shall remove all Carts in service from the City.

#### **6.5 Food Waste Pails**

Upon request, Contractor shall provide Cart Customers with one (1) Food Waste Pail per Dwelling Unit during the Term of this Agreement. Food Waste Pails shall be marked or labeled to include the Contractor's name and phone number, and information about what materials should and should not be placed in the Food Waste Pail. City shall approve what information is marked on Food Waste Pails. Upon request by Customer, Contractor shall replace up to one (1) Food Waste Pail per Customer each year at no charge. For replacements that exceed one (1) per year, Contractor may charge the Food Waste Pail replacement charge in **Exhibit A**.

##### **6.5.1. Bins**

Contractor shall provide Bin Collection Customers with Bins required during the Term of this Agreement. The size and quantity of Bins shall be determined by mutual agreement between Customer and Contractor, and shall be subject to City approval. Contractor shall maintain Bins in a clean condition and free from putrescible residue. Bins shall be watertight, and constructed of heavy metal, or other durable material. Bins shall be well painted, and maintained in good repair.

Contractor shall mark each Bin with the name of Contractor and phone number in letters not less than three (3) inches high. Bins shall be labeled to include instructions on what materials should and should not be placed in the Bin. Contractor shall replace Bins upon City's request if the City deems it necessary to maintain a neat appearance. All Refuse Bins shall be painted a uniform color, and all Recycling Bins shall be painted a different, uniform color.

#### **6.5.2. Bin Replacement**

Upon Customer or City request, or if required to maintain the Bins in a clean condition, Contractor shall clean or replace all Bins once per year at no additional charge. Contractor shall perform cleaning or replacement of Bins more frequently if necessary to prevent a nuisance caused by odors or vector harborage, or if requested by Customer or City. Contractor shall remove graffiti from any Container within two (2) Work Days of request by City or Customer.

#### **6.5.3. Locking Bins**

Contractor shall provide locking Bins upon Customer request. Contractor shall be entitled to the monthly charge for locking bins shown in the Rate Schedule in Exhibit A.

#### **6.5.4. Rolloff Boxes**

Contractor shall provide Roll-off Boxes to Rolloff Customers sufficient to meet Customer demand throughout the Term of this Agreement. Contractor shall keep all Roll-off Boxes clean, well-painted free from graffiti, and in good repair. Contractor shall display the name and phone number of Contractor in letters not less than three (3) inches high on Rolloff Boxes.

#### **6.5.5. Rolloff Compactors**

Maintenance of Customer-owned Rolloff Compactors shall be the responsibility of the Customer, and not Contractor. Contractor may sell, or lease Rolloff Compactors to Customers. Any such sale or lease shall be outside the scope of this Agreement. Any proceeds to Contractor from the sale or lease of Rolloff Compactors are not included in Gross Receipts.

## **Section 7      CUSTOMER SERVICE**

### **7.1      Office Hours**

Contractor shall maintain an office with assigned personnel accessible by a local phone number. Contractor's office hours are to be from 8:00 a.m. to 5:00 p.m. Monday-Friday and 8:00 a.m. to 12:00 p.m. on Saturdays when Collection is occurring. At Contractor's expense, its telephone numbers shall be listed in Calabasas-area telephone directories under both Contractor's name and the City's name. Contractor shall have the capability of responding to Customers in English, Spanish, and any other predominant languages necessary for communication between Contractor and its Customers.

### **7.2      Emergency Telephone Number**

Contractor shall maintain an emergency after-hours telephone number for use by City personnel only. Contractor shall have a representative, or an answering or call-forwarding service to contact such representative, available at the emergency telephone number during all hours other than office hours.

### **7.3      Service Complaints**

All Customers' Complaints shall be directed to Contractor. Contractor shall record all Complaints, including date, time, complainant's name and address, nature of Complaint, and date and manner of resolution of Complaint. Contractor shall maintain this information in a computerized service complaint log. This service complaint log shall be available for review by City representatives during Contractor's office hours. Upon request by City, Contractor shall provide a copy of this service complaint log on computer disc, or via email, in a format compatible with City's computer system.

### **7.4      Customer Education Program**

Contractor shall develop and implement an education program for the City's integrated solid waste program, including goals, strategies and timetables. The Customer Education Program (CEP) shall include information with respect to AB 939 diversion goals, bulky goods pick-ups, green waste diversion programs and the importance of the safe disposal of household hazardous waste. Contractor shall provide and distribute information in the form of fliers, cards, stickers, or otherwise as Contractor determines to be most effective. Contractor may also utilize other promotional activities to achieve the goals of this Agreement, including participation in school assemblies and demonstrations, Chamber of Commerce and other local activities, parades and other

civic events, as approved in writing by the City Manager or his or her designee. The CEP must be submitted upon execution of this Agreement, and any change in the CEP must be approved in writing by the City Manager.

The Contractor shall be responsible for distribution of public education brochures, approved by the City, to describe and promote the Contractor's Solid Waste Handling Services, and the waste Collection and Recycling services that are available to the City's residents, and businesses.

### **7.5 Customer Privacy**

Contractor shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers, or the composition or contents of a Customer's Solid Waste shall not be disclosed by Contractor to any Person, or governmental agency unless required by law or upon written authorization of the Customer. Contractor shall not market or distribute mailing lists with the names and addresses of Customers. The rights accorded Customers pursuant to this Section shall be in addition to any other privacy rights accorded Customers pursuant to federal or state law.

**Section 8 FLOW CONTROL; AND MARKETING OF RECYCLABLES**

**8.1 Ownership of Solid Waste**

Ownership and the right to possession of Solid Waste, including Organics and Recyclable Materials, shall transfer directly from the Customer to Contractor upon Collection by Contractor. At no time shall the City obtain any right of ownership or possession of Solid Waste or Hazardous Waste placed for Collection and nothing in this Agreement shall be construed as giving rise to any inference that City has any such ownership.

**8.2 City's Ability to Control the Flow of Solid Waste**

City shall have the absolute ability to determine the location for the delivery and/or Disposal of all Solid Waste (including Recyclables, Organics, and Construction and Demolition Waste) Collected pursuant to this Agreement (hereinafter City's "Flow Control Option"). Contractor expressly consents to City's ability to direct the location for Disposal of Solid Waste in this Agreement, and waives any and all rights to challenge City's ability to do so, including without limitation any rights under the Commerce Clause of the United States Constitution. As of the Effective Date, City shall be deemed to have exercised its Flow Control Option so as to require delivery of all Solid Waste Collected in this Agreement to the facilities listed below in Table 3.

**Table 3 – Approved Disposal and Processing Facilities**

<b>Material Type</b>	<b>Destination Facility</b>
Refuse	
Recyclables	
Organics	
Construction and Demolition	

**8.3 Marketing Of Recyclables**

Contractor shall market all marketable Recyclables Collected pursuant to this Agreement. Contractor is entitled to all revenues (including California Redemption Value revenues) received by Contractor from the marketing of Recyclables. Contractor shall assume all risk, and enjoy all rewards, resulting from changes in market prices of Recyclables.

## Section 9 RATES AND BILLING

### 9.1 Rates

Contractor's compensation for all solid waste Collection, transportation, processing, recycling, and disposal services shall be the rates set forth in Exhibit A, B and C to this Agreement.

### 9.2 Adjustment of Rates

Beginning on July 1, 2017, and each July 1 thereafter during the Term, Contractor shall be entitled to an increase in the rates in **Exhibit A** Exhibit B *Exhibit C* or the rates then in effect. The adjustment of Contractor's rates shall be accomplished according to the procedures and methodology set forth below and according to the example in Exhibit D.

On or before March 31<sup>st</sup> of each year in which an adjustment is to be made, Contractor shall submit to the City schedules setting forth the:

1. Current rates;
2. Applicable CPI, PPI, and Disposal Tipping Fee values;
3. Percentage change in the those values;
4. Calculation of the combined rate adjustment percent; and,
5. Proposed adjusted rates.

These schedules are for convenience of the City in corroborating rate adjustments, but are not binding. The City in its sole discretion may make corrections or adjustments in these schedules to provide for rate adjustments that are in accordance with the terms of this Agreement.

#### 9.2.1. Calculation of Rate Adjustment

The Maximum Rates shall be adjusted based on a combined rate adjustment percentage. The rate adjustment percentage shall be comprised of three components: a service component, a fuel component, and a disposal component. All three of these components shall be independently calculated. The weighted results of these calculations shall be combined to derive the combined rate adjustment percentage.

The weighting of the components of the rate adjustment percentage shall be as shown in Table 4 on the following page.

**Table 4 - Rate Adjustment Components**

<b>Component</b>	<b>Weight</b>
Service	65%
Fuel	5%
Disposal	30%
<b>Total</b>	<b>100%</b>

These weights are intended to generally reflect the major areas of Contractor’s cost structure such that this rate adjustment method strikes a reasonable balance between accuracy and efficiency. In the event that the relative weights of these categories change materially over the term of this Agreement, Contractor or City may petition the other party to realign the components with Contractor’s actual cost structure. Any such realignment shall be subject to the inspection and audit provisions of Section 11.2.

**9.2.2. Service Component**

The weighted adjustment percentage for the service component shall be equal to the service component adjustment factor multiplied by sixty-five percent (65%) as shown by example in Exhibit G. The service component adjustment factor shall be the annual percentage change in the ‘Consumer Price Index’ from in the previous calendar year. The ‘Consumer Price Index’ (or ‘CPI’) shall mean the Consumer Price Index for all Urban Consumers (National CPI-U) for the Los Angeles/Orange County/Riverside metropolitan statistical area published by the United States Department of Labor, Bureau of Labor Statistics.

**9.2.3. Fuel Component**

The weighted adjustment percentage for the fuel component shall be equal to the fuel component adjustment factor multiplied by five percent (5%) as shown by example in Exhibit G. The fuel component adjustment factor shall be the annual percentage change in the ‘Producer Price Index - Natural Gas’ from in the previous calendar year. The ‘Producer Price Index – Natural Gas’ (or ‘PPI’) shall mean the Producer Price Index for Natural Gas Distribution – Commercial (Series ID# 221210221210113) for the Pacific Region published by the United States Department of Labor, Bureau of Labor Statistics.

**9.2.4. Disposal Component**

The weighted adjustment percentage for the disposal component shall be equal to the disposal component adjustment factor multiplied by thirty percent (30%) as shown by example in Exhibit G. The disposal component adjustment factor shall be based on the weighted average percent change in the Disposal Tipping Fee for the previous calendar



year. The Disposal Tipping Fee shall mean the tipping fee charged by the Calabasas Landfill for Municipal and Inert Waste.

#### **9.2.5. Combined Rate Adjustment Percent**

The rate combined rate adjustment percentage shall be the sum of the weighted adjustment percentages for the service component, the fuel component, and the disposal component as shown by example in Exhibit D. The rate adjustment percentage shall be applied to the then existing rates to calculate the new rates for the ensuing fiscal year. In any year that the combined rate adjustment percent is negative, rates for that year shall not decrease and shall not be adjusted.

#### **9.3 Extraordinary Rate Adjustment**

Contractor may request an adjustment to the rates at other times to provide for the reimbursement of unusual increased costs of providing service under this Agreement, to the extent not included within the annual rate adjustment provided in Section 9.2. Unusual increased costs may include changes in service mandated by the City, changes to the Calabasas Municipal Code affecting Contractor's operations, increases in franchise fees imposed by the City, changes in state or local government solid waste fees and charges, or changes in the law, but shall not include circumstances within the control of Contractor, such as changes in the purchase price of new equipment, or negotiation of wage and benefit increases in connection with a collective bargaining agreement. For each request, Contractor must prepare a schedule documenting the extraordinary costs. The request shall be prepared in a form acceptable to the City Manager with support for all assumptions made by Contractor in preparing the estimate. The City Council shall review Contractor's request and, at its sole discretion, make the final determination on the appropriate amount of the adjustment, if any, within sixty (60) days of receipt of Contractor's request.

#### **9.4 Resolution of Disputes Regarding Rate Adjustments**

Any dispute regarding the computation of a rate adjustment shall be decided by the City Manager or his designee, or referred by the City Manager to the City Council as provided in Section 17. A rate adjustment computation decision by the City Manager or the City Council may be appealed by Contractor in accordance with the procedures provided in Section 17. The rates in effect at the time a rate adjustment dispute is submitted to the City Council shall remain in effect pending resolution of that dispute. The effective date of a rate determined through the dispute resolution procedures provided in Section 17, shall be the next immediate billing cycle of the Contractor after the date of dispute resolution.

## 9.5 Billing and Payment

### 9.5.1. Billing

The Contractor shall be responsible for the billing and collection of payments for all Collection Services. The Contractor shall charge Customers for all Collection Services pursuant to the rate schedule in Exhibit A, or as those rates are adjusted under the terms of this Agreement. City shall have the right to approve the format and content of Contractor's invoices.

**Cart Collection Agreement** - Contractor shall invoice Cart Customers bi-monthly in advance. Contractor shall invoice Customers on or about the first day of the three-month period during which service will be provided. If a Customer starts or stops service during the billing period, Contractor shall pro-rate Customer's invoice based on the portion of the billing period the Customer receives service.

**Regular Bin and Rolloff Agreement** - Contractor shall invoice Regular Bin Customers monthly in advance on or about the first day of the month for which service will be provided. If a Customer starts or stops service during the month, Contractor shall pro-rate Customer's invoice based on the portion of the month the Customer receives service. Contractor shall invoice Regular Rolloff Customers semi-monthly in arrears.

***Temporary Bin and Rolloff Agreement*** - Contractor shall invoice Temporary Bin Customers in arrears upon Collection of Bin. Contractor shall invoice Temporary Rolloff Customers semi-monthly in arrears.

Contractor's invoices must plainly and accurately describe the service provided. Contractor's invoices must itemize the size and number of Containers, the frequency of service and the period in which the service is provided. Invoices for Rolloff Collection service shall include the work order number, date, location, and actual weight of the load along with itemized charges for the load charge and the charge for tipping fees.

### 9.5.2. Payment

Contractor shall provide the means for customers to pay bills through the following methods: cash, check, credit card, or automatic clearing house (ACH) withdrawal from Customer's bank account.

### 9.5.3. Collection

Contractor shall be responsible to collect all billed amounts and shall incur any and all expenses for uncollectible accounts. Contractor's invoices shall be due within thirty (30) days of the date of the invoice. Contractor shall be entitled to collect late charges at a rate of one and one-half percent (1.5%) per month of the unpaid balance including unpaid late charges.

### 9.5.4. Delinquent Accounts

**Cart Collection Agreement** – Contractor shall notify customers that have past due amounts at least monthly. Contractor shall not discontinue service to Cart Collection Customers that do not pay for services. City shall undertake a good faith effort to assist Contractor in the collection of delinquent accounts by arranging for the placement of the unpaid amount on the property tax bill of the Premises from which the Solid Waste was Collected.

Once each year, City shall conduct a public hearing and shall cause the delinquent fees to be placed as a charge on the property tax bill. Premises eligible to be included in the public hearing shall include Premises with Cart Collection Customers that are two (2) or more billing cycles (six months) delinquent. Premises eligible to be included in the public hearing shall include Premises with Regular Bin Collection Customers that are three (3) or more months (three months) delinquent.

Ninety (90) days prior to the public hearing, Contractor shall notify the Customer, and the owner of the Premises from which Solid Waste was Collected, that the delinquent amount will be placed as a charge on the property tax bill. Contractor shall also notify the Customer and property owner of the time and place of the public hearing.

Thirty (30) days prior to the public hearing, Contractor shall submit a preliminary list to the City of each Customer and property owner Premises delinquent in the payment of fees for services provided by Contractor under this Agreement. The preliminary list shall include the Customer name, property owner name (if different), property address, county assessor's parcel number, and the delinquent amount. The delinquent amount shall be the amount owed the Contractor plus twenty percent (20%) of the unpaid amount. Following the public hearing, Contractor shall prepare a final delinquent list and submit this list to the City in a format acceptable to the County for processing. Within sixty days of receipt from County, City shall remit to Contractor any amounts recovered on property tax bills.

**Regular Bin and Rolloff Collection Agreement** – Contractor shall notify customers that have past due amounts at least monthly. If a Regular Bin Customer is sixty (60) days past due, Contractor shall notify Customer that service will be stopped in thirty (30) days hence if the outstanding amount remains unpaid. Contractor may stop service for Regular Bin Customers with outstanding amounts that are over ninety (90) days past due. Contractor shall notify City’s code enforcement officer in writing or by email prior to stopping service on any Regular Bin Customer.

If a Regular Rolloff Customer is thirty (30) days past due, Contractor shall notify Customer that service will be stopped in fifteen (15) days hence if the outstanding amount remains unpaid. Contractor may stop service for Regular Rolloff Customers with outstanding amounts that are over forty-five (45) days past due. Contractor shall notify City’s code enforcement officer in writing or by email prior to stopping service on any Regular Bin Customer.

City shall undertake its best efforts to assist Contractor in the collection of delinquent accounts by arranging for the placement of a charge on the property tax bill of the Premises from which the Solid Waste was Collected.

Once each year, City shall conduct a public hearing and shall cause the delinquent fees to be placed as a charge on the property tax bill. Premises eligible to be included in the public hearing shall include Premises with Regular Bin and Rolloff Collection Customers whose service has been stopped and the amounts remain unpaid.

Ninety (90) days prior to the public hearing, Contractor shall notify the Customer, and the owner of the Premises from which Solid Waste was Collected, that the delinquent amount will be placed as a charge on the property tax bill. Contractor shall also notify the Customer and property owner of the time and place of the public hearing.

Thirty (30) days prior to the public hearing, Contractor shall submit a preliminary list to the City of each Customer and property owner Premises delinquent in the payment of fees for services provided by Contractor under this Agreement. The preliminary list shall include the Customer name, property owner name (if different), property address, county assessor’s parcel number, and the delinquent amount. The delinquent amount shall be the amount owed the Contractor plus twenty percent (20%) of the unpaid amount. Following the public hearing, Contractor shall prepare a final delinquent list and submit this list to the City in a format acceptable to the County for processing. Within sixty days of receipt from County, City shall remit to Contractor any amounts recovered on property tax bills.

***Temporary Bin and Rolloff Collection Agreement*** – City will not assist Contractor in collecting any unpaid amounts. Contractor may adopt reasonable credit and collection procedures to ensure it collects amounts billed to Temporary Bin and Rolloff Collection Customers. These procedures may include granting trade credit, setting accounts receivable balance limits, requiring credit cards, requiring security deposits, cash on delivery, and/or sending preliminary notices of mechanics lien.

## Section 10 FEES PAID TO CITY

### 10.1 Franchise Fees

**Cart Collection Agreement** – Contractor shall pay to City a franchise fee in an amount equal to eight thousand five hundred dollars (\$8,500) per month for each month it provides service during the Term of this Agreement. Effective each July 1<sup>st</sup> during the Term, the monthly franchise fee amount shall be increased by the same percentage as the rate adjustment percentage determined pursuant to Section 9.2.

Contractor shall pay franchise fee to City monthly on or before the thirtieth (30th) day of the following the month. Should any such due date fall on a weekend or holiday in which the City's offices are closed, payment shall be due on the first day thereafter in which the City's offices are open.

**Regular Bin and Rolloff Agreement** – Contractor shall pay to City a franchise fee in an amount equal to eight thousand five hundred dollars (\$8,500) per month for each month it provides service during the Term of this Agreement. Effective each July 1<sup>st</sup> during the Term, the monthly franchise fee amount shall be increased by the same percentage as the rate adjustment percentage determined pursuant to Section 9.2.

Contractor shall pay franchise fee to City monthly on or before the thirtieth (30th) day of the following the month. Should any such due date fall on a weekend or holiday in which the City's offices are closed, payment shall be due on the first day thereafter in which the City's offices are open.

**Temporary Bin and Rolloff Agreement** - *Contractor shall pay to City, a franchise fee. The franchise fee shall be based on a percentage of Contractor's annual Gross Receipts received from Customers served under this Agreement during the entire Term. The initial Franchise Fee Percentage shall be as set forth in this Agreement. Any changes in the Franchise Fee percentage shall be determined by resolution of the City Council.*

*The amount of each payment shall be equal the percentage of Contractor's Gross Receipts in the calendar month preceding the date payment is due. The franchise fee due in this Agreement shall apply to Gross Receipts of Contractor collected after the expiration of the Term hereof relating to Contractor's performance during the Term.*

*Contractor shall pay franchise fee to City monthly on or before the thirtieth (30th) day of each month. Should any such due date fall on a weekend or holiday in which the City's business offices are closed, payment shall be due on the first day thereafter in which the City's business offices are open.*

*Franchise Fees shall be accompanied by a statement certified by an officer of Contractor attesting to the accuracy of the amounts paid, and setting forth the basis for their calculation in a manner acceptable to City. Franchise Fee at the inception of this Agreement shall be set at ten percent (10.0%) of Gross Receipts.*

## **10.2 Administrative Fee**

The process of selection of a contractor for the expressed purpose of establishing rights to Collect Refuse or Recyclables is both time consuming and resource depletive. The Contractor shall remit a one-time Administrative Fee to the City. The Administrative Processing Fee is intended to offset the City's anticipated costs of all reasonable and customary direct and indirect administrative expenses including consultants and attorneys, necessary to analyze the Contractor's proposal and prepare this Agreement. Contractor shall pay the City the fee within thirty (30) days of the Effective Date of this Agreement. The one-time Administrative Fee shall be: **Cart Collection Agreement – fifty thousand dollars (\$50,000); Regular Bin and Rolloff Collection Agreement – thirty-five thousand dollars (\$35,000); Temporary Bin and Rolloff Collection Agreement – fifteen thousand dollars (\$15,000); Agreement for All Three Customer Sectors – one hundred thousand dollars (\$100,000).**

## **Section 11 CONTRACTOR'S BOOKS AND RECORDS; AUDITS**

### **11.1 Record Retention**

Contractor shall maintain, in electronic form at a minimum, all records relating to the services provided in this Agreement, including, but not limited to, customer lists, billing records, and Customer Complaints for the Term, and an additional period of not less than three (3) years after the expiration or termination of this Agreement, or any longer period required by law. In addition, summaries of weight tickets identifying the disposition of waste Collected in the City shall be kept for a period of thirty (30) years.

### **11.2 Audits**

City may conduct an audit of Contractor at any time. The scope of the audit, and auditor, will be determined by City and the scope may include, but is not limited to, compliance with terms of this Agreement, route maps, customer lists, billing records, weight tickets, AB 939 records and Customer complaints, Contractor's payment of fees to City and records which may be relevant in the event of an action under CERCLA or related claims, Customer service levels and Billing, fee payments, Gross Receipts, tonnage, verification of weightings of cost components used in the rate adjustment formula described in Section 9.2, and verification of Contractor's diversion rate. The first audit, to be performed during 2017, will be based on the Contractor's reports and records for calendar year 2016. Audits will be performed every other year thereafter (the biennial audit). Contractor shall reimburse to the City the cost of such audits (including audits conducted by City staff) up to \$30,000 for each audit in 2017 dollars. Should an audit conducted or authorized by the City disclose that fees payable by Contractor were underpaid by two percent (2%) or more, that tonnage was under/over-reported by 2% or more, or that more than two percent (2%) of the Customers were inaccurately billed based on the auditor's sampling, for the period under review, City may expand the scope of the audit and recover additional audit costs from the Contractor.

### **11.3 Overpayment or Underpayment**

Should any examination or audit of Contractor's records reveal an overpayment or underpayment by Contractor to City, the amount of underpayment, plus interest compounded monthly at the maximum lawful rate, shall be paid by Contractor to City within thirty (30) days. The principal amount of any overpayment shall be paid by City to Contractor within sixty (60) days.



## Section 12 MINIMUM DIVERSION REQUIREMENTS

### 12.1 Minimum Diversion Requirement

Contractor shall achieve a guaranteed minimum diversion rate, calculated on an annual basis as of the end of each calendar year. The minimum guaranteed diversions rate shall be:

- **fifty-five (55%) (for the Cart Collection Agreement);**
- thirty-five percent (35%) (for the Regular Bin and Rolloff Collection Agreement);
- *seventy-five percent (75%) (for the Temporary Bin and Rolloff Collection Agreement);*
- **fifty percent (50%) (if one Contractor is awarded a single contract for all three service sectors.**

Contractor shall achieve the minimum recycling rate by December 31, 2018 and each calendar year thereafter during the Term. The minimum annual diversion rate shall be calculated as “the tons of materials Collected by Contractor pursuant to this Agreement that are sold or delivered to a processing facility, composting facility, recycler or re-user, net of all residue, as required by this Agreement, divided by the total tons of materials Collected under this Agreement by Contractor in each calendar year.”

### 12.2 Failure to Meet Minimum Diversion Requirement

Contractor’s failure to meet the minimum diversion requirements set forth above in Section 12.1 may result in the termination of this Agreement or the imposition of liquidated damages. In determining whether or not to assess liquidated damages or terminate the Agreement, the City will consider the good faith efforts put forth by the Contractor to meet the minimum diversion requirements. This consideration will include the methods and level of effort of the Contractor to fully implement the public education and diversion plans attached to and included in this Agreement.

## **Section 13 REPORTS AND OTHER INFORMATION**

### **13.1 Reports - General**

Contractor shall submit to the City reports and other information that the City may reasonably request or require. Reports and information shall be submitted in a format and schedule acceptable to City.

### **13.2 Quarterly Reports**

Contractor shall provide Quarterly reports within thirty (30) days of the end of each calendar quarter. Quarterly Reports shall include, but not be limited to, the following:

1. The number and type (refuse, recyclables, organics, etc.) of tons Collected during the quarter, and the processing or disposal facilities to which they were delivered.
2. The Contractor's quarterly diversion rate calculated pursuant to Section 12.1.
3. The number of customers participating in each of the Contractor's special Collection and Recycling programs including: Bulky item collection, Bin Recycling, ABOP Collection, Door-to-door HHW Collection (if applicable), Commercial Organics Collection (if applicable).
4. A copy of the customer service log, including a summary of the type and number of complaints, missed pickups, and non-collection notices and their resolution.
5. A brief description of any operational issues and actions taken in response to property damage, scavenging, etc.
6. Copies of a written record of all calls related to missed pickups and responses to such calls. The number and type non-collection notices left at Customer locations.
7. A brief description of any City-sponsored special events during the quarter and the estimated amount of material Collected and Recycled.
8. Any other information reasonably requested by the City for the purpose of monitoring or administering this Agreement.

### **13.3 Annual Report**

On or before March 31<sup>st</sup> of each year during the Term, and in conjunction with the request for a rate adjustment pursuant to Section 9.2, Contractor shall submit to City an Annual Report, for the preceding calendar year, in a form approved by the City. The Annual Report shall include, but not be limited to, a report of the previous calendar year's activities in the City, including a cumulative summary of the Quarterly Reports, the Contractor's annual diversion rate calculated pursuant to Section 12.1, information and statistics with respect to City's compliance with AB 939, Contractor's public education activities, and a tabulation and summary of Customer Complaints received by Contractor.

### **13.4 Reporting of Adverse Information**

Contractor shall promptly report to City any adverse information relating to Contractor's performance of services pursuant to this Agreement. Adverse information shall include, but not be limited to, reports, lawsuits, warnings, notifications, notices of violation, communications or other material, submitted by Contractor to, or received by Contractor from, the South Coast Air Quality Management District, the Regional Water Quality Control Board, the Los Angeles County Local Enforcement Agency, the United States or California Environmental Protection Agency, the Securities and Exchange Commission or any other federal, state or local agency or court. Upon request by City, Contractor shall provide City with electronic copies of any documents related to adverse information.

### **13.5 Failure to Report**

The refusal or failure of Contractor to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Contractor in such report shall be deemed a material breach of the Agreement and shall subject Contractor to all remedies which are available to the City under the Agreement or otherwise, provided, that the City must follow the procedures for dispute resolution found in Section 17 of this Agreement before declaring any such material breach.

## **Section 14 INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND**

### **14.1 Indemnification of City**

Contractor shall defend, indemnify and hold harmless, to the fullest extent allowed by law, City, its officers, officials, employees, volunteers agents and assignees, from and against any and all loss, liability, penalties, forfeitures, claims, demands, actions, proceedings or suits, in law or in equity, of every kind and description, (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from or in any way connected with: (i) the performance of the Contractor, it agents, employees, contractors, and/or subcontractors, of its obligations under this Agreement; (ii) the exercise of the Contractor, it agents, employees, contractors, and/or subcontractors, of any privileges conferred by this Agreement; and (iii) the failure of the Contractor, it agents, employees, contractors, and/or subcontractors to comply in all respects with the provisions and requirements of this Agreement, applicable laws, ordinances and regulations, and/or applicable permits and licenses. The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, action, suit, injury, death or damage is also caused in part by the City, its officers, officials, employees, volunteers, agents or assignees. This provision shall survive the expiration of the Term of this Agreement, for claims arising prior to the expiration of the Term of this Agreement.

Contractor waives any and all rights of any type to express or implied indemnity against the City, its officers, officials, employees, volunteers, and agents for any third party claims against Contractor.

### **14.2 Hazardous Substances Indemnification**

Contractor shall indemnify, defend (with counsel reasonably selected by City), protect and hold harmless City from and against all claims, actual damages, natural resources damages, injuries, costs, response, remediation and removal costs, losses, liabilities, causes of action, interest, and expenses (including but not limited to reasonable attorney's and expert's fees) of any kind whatsoever paid, incurred, suffered or incurred by or against City resulting from any repair, cleanup, removal action or response action undertaken pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (hereinafter "CERCLA"), the California Health and Safety Code (hereinafter "H&S Code") or other similar federal, state or local

law or regulation, with respect to Solid Waste Collected, transported and disposed of by Contractor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and Section 25364 of the H & S Code to defend, protect, hold harmless and indemnify City from all forms of liability under CERCLA, the H & S Code or other similar federal, state or local law or regulation.

#### **14.3 AB 939 Indemnification**

**[This paragraph is to be included only if one contractor is awarded a single contract for all three service sectors.]** - In addition to its duties pursuant to Section 12, Contractor shall protect, defend, indemnify and hold City harmless against any and all fines or penalties imposed by Cal Recycle in the event the diversion, source reduction and Diversion goals of AB 939 are not met by the City of Calabasas with respect to the Collected waste stream covered by this Agreement as a result of Contractor's failure to perform under this Agreement.

#### **14.4 Workers' Compensation and Employers' Liability Insurance**

Contractor shall obtain and maintain in full force and effect throughout the entire Term of this Agreement full workers' compensation insurance and Employers' Liability Insurance with a minimum limit of three million dollars (\$3,000,000.00) in accord with the provisions and requirements of the Labor Code of the State of California. Copies of policies and endorsements that implement the required coverage shall be filed and maintained with the City Clerk throughout the Term of this Agreement. The policy providing coverage shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice ten (10) days in the event of termination for non-payment) by certified mail, return receipt requested, has been given to City. The policy shall also be amended to waive all rights of subrogation against the City, its elected or appointed officials, employees, or agents for losses that arise from work performed by the named insured for the City.

#### **14.5 General and Auto Liability Insurance**

Contractor shall obtain and maintain in full force and effect throughout the entire Term of this Agreement a Broad Form Comprehensive General Liability (occurrence) policy with a minimum limit of ten million dollars (\$10,000,000.00) aggregate and five million dollars (\$5,000,000.00) per occurrence and a Commercial Auto Liability Insurance policy with a minimum limit of ten million dollars (\$10,000,000.00) aggregate and five million dollars (\$5,000,000.00) per occurrence. Said insurance shall protect Contractor and City from any claims for damages for bodily injury, including accidental death, as well as

from any claim for property damage, which may arise from operations, performed pursuant to this Agreement. The following language is required to be made a part of all of the insurance policies required by this Section:

1. "The City of Calabasas, its elected officials, its employees, agents, volunteers and officers, are hereby added as additional insureds, to the extent of Contractor's indemnification obligations as set forth in this Agreement, but excluding negligence or willful misconduct, as respects liability arising out of activities performed by or on behalf of Contractor."

2. "This policy shall be considered primary insurance as respects any other valid and collectible insurance the City of Calabasas may possess including any self-insured retention the City of Calabasas may have, and any other insurance the City does possess shall be considered excess insurance and shall not contribute with it."

3. "This policy shall act for each insured, as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

4. "Thirty (30) days' prior written notice (ten (10) days in the event of termination for non-payment) by certified mail, return receipt requested, shall be given to the City of Calabasas in the event of suspension, cancellation, reduction in coverage or in limits or non-renewal of this policy for whatever reason. Such notice shall be sent to the City Manager, City Attorney and City Clerk."

The insurance required by this Agreement shall be with insurers that are Best A- rated, and California-Admitted, or better. The City shall be included as an additional insured on each of the policies and policy endorsements. The insurance required by this Agreement is in addition to, and not in lieu or limitation of, the indemnification provisions above in Sections 14.1, 14.2 and 14.3.

#### **14.6 Evidence of Insurance Coverage; Insurance Repository**

Contemporaneously with the execution of this Agreement, Contractor shall file certificates and/or endorsements of insurance evidencing the above-required insurance coverage with the City Clerk. From time to time thereafter, Contractor shall provide substitute certificates or endorsements at least thirty (30) days prior to any changes in coverage or limits, or a change in the carrier. In addition, City shall have the right of inspection of all insurance policies required by this Agreement. Contractor shall establish an insurance policy repository and to maintain copies of insurance policies

required pursuant to this Agreement for thirty (30) years after the end of the Term during which Collection services are to be provided pursuant to this Agreement. Contractor shall notify City's Risk Manager and City Attorney before destroying copies of such policies, and Contractor shall provide copies or originals of such policies to City. This provision shall survive the expiration of the Term of this Agreement.

#### **14.7 Performance Bond**

Prior to the Effective Date, Contractor shall file with the City a bond, payable to the City, securing the Contractor's performance of its obligations under this Agreement and such bond shall be renewed annually so that the performance bond is maintained at all times during the Term. The principal sum of the bond shall be:

- **Cart Collection Agreement – five hundred thousand dollars (\$500,000);**
- Regular Bin and Rolloff Collection Agreement – two hundred fifty thousand dollars (\$250,000);
- *Temporary Bin and Rolloff Collection Agreement – one hundred thousand dollars (\$100,000);*
- **Agreement for All Three Customer Sectors - eight hundred fifty thousand dollars (\$850,000).**

The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California that has a rating of A or better in the most recent edition of Best's Key Rating Guide, and that has a record of service and financial condition that is satisfactory to the City. The bond shall be in the form as the attached Exhibit G.

#### **14.8 Forfeiture of Performance Bond**

In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion, or all, of the performance bond to be forfeited to City. The amount to be forfeited shall be the amount that is necessary to recompense and make whole the City. Upon partial or full forfeiture of the performance bond, Contractor shall restore the performance bond to its face amount within thirty (30) days of the City's declaration. Failure to restore the performance bond to its full amount within thirty (30) days shall be a material breach of this Agreement.

In the event the City draws on the bonds, all of City's costs of collection and enforcement of the provisions relating to the bonds called for by this Section, including reasonable attorneys' fees and costs, shall be paid by Contractor. Any decision or order of City under this Section 14.8 may be appealed by Contractor through the dispute resolution procedures provided by Section 17 of this Agreement.



## **Section 15 EMERGENCY SERVICE**

### **15.1 Preparedness**

Upon request, Contractor shall provide its management expertise and contribute to City's emergency preparedness planning efforts. Upon request, Contractor shall furnish up to four (4) rolloff storage containers to store materials and supplies to be used in the event of an emergency. These storage containers may be placed at public schools, at City Hall or other locations in the City designated by the City Manager.

### **15.2 Assistance with Disaster Recovery**

In the event of any natural or man-caused emergency or disaster, Contractor shall Collect and dispose of Solid Waste resulting from the emergency or disaster. Contractor shall help City and Customers recover from the disaster in a prompt and cost-effective manner.

### **15.3 Personnel and Equipment Normally Assigned to City**

Contractor shall provide the Collection equipment and personnel normally assigned to the City for the number of Work Days that that equipment and personnel typically work in the City at no additional charge.

### **15.4 Additional Costs**

If the emergency or disaster requires the Contractor to rent additional equipment, employ additional personnel, or work existing personnel overtime to Collect additional Solid Waste resulting from the event, Contractor shall receive additional compensation, above its normal compensation in this Agreement, to reimburse Contractor for its additional costs. The Contractor's additional costs shall be based on the incremental amount of tons of Solid Waste resulting from the event, and the additional amount of labor and equipment used by Contractor to Collect Solid Waste resulting from the event. For its additional labor and equipment, City shall reimburse Contractor based on the emergency service rates shown in Exhibit A Exhibit B Exhibit C. Prior to incurring any such additional costs, Contractor shall obtain City's written authorization to incur such costs.

### **15.5 City-wide Effort to Manage Disaster Debris**

In the event that the City decides to oversee a coordinated effort to manage the Collection and Recycling of disaster-related Solid Waste on a city-wide basis, Contractor shall provide City with its management expertise, including a full time recycling coordinator with the background, knowledge and capability to assist in such an effort. Contractor shall provide this individual at no additional cost to City or its Customers.

### **15.6 Record Keeping and Reimbursement**

Contractor shall assist the City and Customers in obtaining any applicable disaster reimbursement and/or insurance claims by providing accurate records regarding the cost of services it provided during the aftermath of the disaster, and the amount of Solid Waste resulting from the disaster.

### **Section 16 LIQUIDATED DAMAGES**

The City and Contractor acknowledge that consistent and reliable Collection Service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service in awarding this Agreement to Contractor. The City and Contractor further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The City and Contractor further recognize that if Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, City, and City's residents and businesses will suffer damages and that it would be impractical and extremely difficult to ascertain and determine the exact amount of damages.

Therefore, without prejudice to City's right to treat such non-performance as an event of default under Section 17, and in accordance with Civil Code Section 1671 and Government Code Section 53069.85, the City and Contractor agree that the liquidated damages amount defined in this Section represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to City, customers and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. The City and Contractor each confirm the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made. Contractor shall pay (as liquidated damages and not as penalty) the amounts shown in Table 5 on the following page.

Table 5 - Liquidated Damages

Item	Amount
a. Failure or neglect to resolve each complaint within the time set forth in this Agreement.	\$50.00 per incident per Customer.
b. Failure to clean up spillage or litter caused by Contractor.	\$100.00 per incident per location.
c. Failure to repair damage to customer property caused by Contractor or its personnel.	\$500.00 per incident per location.
d. Failure to maintain equipment in a clean, safe, and sanitary manner	\$500.00 per incident per day.
e. Failure to have a vehicle operator properly licensed.	\$1,000.00 per incident per day.
f. Failure to maintain office hours as required by this Agreement.	\$100.00 per incident per day.
g. Failure to maintain or timely submit to City all documents and reports required under the provisions of this Agreement.	\$100.00 per incident per day.
h. Failure to properly cover materials in Collection vehicles.	\$50.00 per incident.
i. Failure to comply with the hours of operation as required by this Agreement.	\$100.00 per incident per day.
j. Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection Service Work Day.	\$500.00 for each route not completed.
k. Commingling Solid Waste with Recyclable Materials.	\$50.00 per incident.
l. Commingling of materials Collected inside and outside the City of Calabasas.	\$100.00 per incident.
m. Failure to repair or replace damaged carts within the time required by this Agreement.	\$50.00 per incident per day.
n. Failure to deliver or exchange carts within the time required by this Agreement.	\$50.00 per incident per day.
o. Failure to have Contractor personnel in proper uniform.	\$50.00 per incident per day.
p. Failure to provide required communications equipment.	\$50.00 per incident per day.
q. Failure to deliver any Collected materials to the City approved Disposal Site, Materials Recovery Facility, or Organic Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement.	\$100.00 first failure \$250.00 each subsequent failure.
r. Failure to meet vehicle noise requirements.	\$100.00 per incident per day.
s. Failure to meet the alternative fuel vehicle requirements	\$250.00 per incident per day
t. Failure to meet guaranteed minimum diversion rate pursuant to 12.1 on an annual basis.	\$10,000.00 first failure \$15,000.00 each subsequent failure

**Section 17 ADMINISTRATIVE REMEDIES; TERMINATION**

**17.1 Review; Notice; Response; Resolution; Appeal**

**17.1.1. Review of Contractor's Performance**

At any time during the Term of this Agreement, City may review the Quarterly or Annual Reports, and other available information, and may hold a public hearing to determine whether Contractor's performance is satisfactory, and whether to take any action the City deems in its best interest, including taking any action against the Contractor, or making changes to the Agreement.

The reports required by this Agreement shall be utilized as the primary basis for such a review. In addition, any Customer comments or Complaints and any other relevant information may be considered. A Contractor representative shall be entitled to be present and may participate at any public hearing held by City to review Contractor's performance.

**17.1.2. Notice of Deficiencies; Response**

If City Manager determines that Contractor's performance pursuant to this Agreement may not be in conformity with the provisions of this Agreement, the California Integrated Waste Management Act (including, but not limited to, requirements for diversion, source reduction and recycling as to the waste stream subject to this Agreement) or any other applicable federal, state or local law or regulation, including but not limited to, the laws governing transfer, storage or disposal of solid and hazardous waste, the City Manager may advise Contractor in writing of such suspected deficiencies, specifying the deficiency in reasonable detail. The City Manager, in any written Notification of Deficiencies, shall set a reasonable time within which Contractor is to respond. Unless the circumstances necessitate correction and response within a shorter period of time, Contractor shall respond to the written Notification of Deficiencies within thirty (30) days from the receipt by Contractor of such written notice. Contractor may request additional time to correct deficiencies. City shall approve reasonable requests for additional time.

**17.1.3. Review by City Manager; Notice of Appeal**

The City Manager shall review any written response from Contractor and decide the matter. If the City Manager's decision is adverse to Contractor, the City Manager may order remedial actions to cure any deficiencies, assess the Cash Bond or invoke any other remedy in accordance with this Agreement and, in the event the City Manager determines that there has been a material breach and that termination is the appropriate remedy, terminate the Agreement. The City Manager shall promptly inform Contractor, of the City Manager's decision. In the event the decision is adverse to Contractor, the City Manager shall inform Contractor, in writing, of the specific facts found and evidence relied on, and the legal basis in provisions of the Agreement or other laws for the City Manager's decision and any remedial action taken or ordered. An adverse decision by the City Manager shall be final and binding on Contractor unless Contractor files a "Notice of Appeal" with the City Clerk (with copies to the City Manager and City Attorney) within 30 days of receipt of the notification of the adverse decision by the City Manager.

In any "Notice of Appeal" Contractor shall state its factual contentions and include any relevant affidavits, documents, photographs and videotapes which Contractor may choose to submit. In addition, Contractor shall include all of its legal contentions, citing provisions of the Agreement or other laws to support its contentions.

**17.1.4. Review by City Manager; Appeal**

Within thirty (30) days of receipt by the City Clerk of a Notice of Appeal, the City Manager shall decide the matter. If the City Manager's decision is adverse to Contractor, the City Manager may order remedial actions to cure any deficiencies, assess the Cash Bond or invoke any other remedy in accordance with this Agreement; and, in the event the City Manager determines that there has been a material breach and that termination is the appropriate remedy, terminate the Agreement. In addition to the foregoing actions, the City Manager may refer the matter to the City Council for proceedings in accordance with Section 17.1.5 and Section 17.1.6, below. The City Manager shall promptly inform Contractor of the City Manager's decision. In the event the City Manager's decision is adverse to Contractor, the City Manager shall inform Contractor, in writing, of the specific facts found and evidence relied on, and the legal basis in provisions of the Agreement or other laws for the City Manager's decision and any remedial action taken or ordered.

An adverse decision by the City Manager shall be final and conclusive unless Contractor files a "Notice of Appeal to the City Council" with the City Clerk (and serves a copy, by mail, on the City Manager and the City Attorney) within 10 calendar days of receipt of the decision of the City Manager. A "Notice of Appeal to the City Council" shall state the factual basis and all legal contentions and shall include all relevant evidence, including affidavits, documents, photographs and videotapes, which Contractor may choose to submit.

#### **17.1.5. City Council Hearing**

If a matter is referred by the City Manager to the City Council, or an adverse decision of the City Manager is appealed to the City Council by Contractor, the City Council will set the matter for an administrative hearing and act on the matter. If the City Council elects to hear the matter, the City Clerk shall give Contractor fourteen (14) days written notice of the time and place of the administrative hearing. At the hearing, the City Council shall consider the administrative record, consisting of the following:

1. A Staff Report by the City Manager, summarizing the proceedings to date and outlining the City Council's options.
2. The City Manager's written Notification of Deficiencies;
3. Contractor's response to the Notification of Deficiencies;
4. The City Manager's written notification to Contractor of adverse decision;
5. Contractor's Notice of Appeal
6. The City Manager's written notification to Contractor of adverse decision; and
7. The Notice of Appeal to the City Council.

No new legal issues may be raised or new evidence submitted by Contractor or City at this or at any further point in the proceedings, absent a showing of good cause. Contractor's representatives and other interested persons shall have a reasonable opportunity to be heard.

#### **17.1.6. City Council Determination**

Based on the administrative record, the Council shall determine by resolution whether the decision or order of the City Manager should be upheld. A tie vote of the City Council shall be regarded as upholding the decision of the City Manager. If, based upon the administrative record, the City Council determines that the performance of Contractor is in breach of any term of this Agreement or any provision of any applicable federal, state or local statute or regulation, the City Council, in the exercise of its discretion, may order Contractor to take remedial actions to cure the breach or impose

any other remedy in accordance with this Agreement. The City Council may not terminate the Agreement unless it determines that Contractor is in material breach of a material term of this Agreement or any material provision of any applicable federal, state or local statute or regulation. Contractor's performance under the Agreement is not excused during the period of time prior to a final determination as to whether or not Contractor performance is in material breach of this Agreement, or the time set by City for Contractor to discontinue a portion or all of its services pursuant to this Agreement. The decision or order of the City Council shall be final and conclusive. Contractor has the right to seek judicial review from an appropriate court solely as indicated in Section 17.4. With the exception of draws on the Cash Bond, the execution of any of City's remedies under this Section shall be stayed until Contractor has exhausted its appeals under Section 17.1.5 of this Agreement.

### **17.2 Reservation of Rights by City**

Subject to Contractor's rights and exhaustion of its appeals under this Section 17, City further reserves the right to terminate this Agreement in the event of any material breach of this Agreement, including, but not limited to any of the following:

1. If Contractor practices, or attempts to practice, any fraud or deceit upon the City, or practiced any fraud or deceit or made any intentional misrepresentations in the negotiations which preceded the execution of this Agreement;
2. If Contractor becomes insolvent, unable or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding;
3. If Contractor fails to provide or maintain in full force, effect and amount, the workers compensation, liability and indemnification coverage, Cash and Performance Bonds as required by this Agreement;
4. If Contractor violates any orders or rulings of any regulatory body having jurisdiction over Contractor relative to this Agreement, in any material manner, provided that Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred until a final decision adverse to Contractor is entered;
5. If Contractor ceases to provide Collection service as required under this Agreement over a substantial portion of the area of the City of Calabasas for a period of two (2) calendar days or more, for any reason within the control of Contractor;



6. If Contractor fails to make any payments required under this Agreement or refuses to provide City with required information, reports or test results as to a material matter in a timely manner as provided in this Agreement;

7. Any other act or omission by Contractor which materially violates the terms, conditions or requirements of this Agreement and which is not corrected or remedied within the time set forth in the written Notification of Deficiencies or if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such alleged deficiencies within the time set forth in such notice and diligently effect such correction or remedy thereafter.

### **17.3 Cumulative Rights**

City's rights of termination are in addition to any other rights of City upon a failure of Contractor to perform its obligations under this Agreement.

### **17.4 Appeal To Judicial Court; Hearing Procedures**

Either party to this Agreement at any time after exhaustion of administrative remedies, if applicable, and following the appeal procedure set forth in this Section 17, if applicable, may appeal a disputed matter to the appropriate Judicial Court having Jurisdiction pursuant to California Code of Civil Procedure section 1094.5. The venue of any proceeding in this Agreement shall be as indicated in Section 20.4.

**Section 18 FAILURE TO PERFORM**

Should Contractor for any reason whatsoever, except the occurrence or existence of any of the events or conditions set forth in Section 20.1, "Force Majeure," below, refuse or be unable for a period of more than forty-eight (48) hours, to Collect a material portion or all of the Solid Waste which it is obligated under this Agreement to Collect, and as a result, solid waste should accumulate in City to such an extent, in such a manner, or for such a time that the City Manager in the reasonable exercise of the City Manager's discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right to contract with another solid waste enterprise to Collect and transport any or all Solid Waste which Contractor is obligated to Collect and transport pursuant to this Agreement.

City shall provide twenty-four (24) hours prior written notice to Contractor during the period of such emergency, before contracting with another solid waste enterprise to Collect and transport any or all Solid Waste which Contractor would otherwise Collect and transport pursuant to this Agreement, for the duration of period during which Contractor is unable to provide such services. In such event, Contractor shall identify sources from which such substitute solid waste services are immediately available, and shall reimburse City for all of City's expenses for such substitute services during period in which Contractor is unable to provide Collection and transportation services required by this Agreement.

### **Section 19 TRANSFER OR ASSIGNMENT**

The rights granted by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned (collectively "transferred"), nor shall any of the rights or privileges in this Agreement be hypothecated, leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, either by act of Contractor or by operation of law, without the prior written consent of the City expressed by resolution. Any attempt to do any of the foregoing with respect to any of the rights in this Agreement without the consent of City shall be void. For purposes of this Agreement, any dissolution, merger, consolidation, change in control or other reorganization of Contractor shall be deemed an assignment of this Agreement. For purposes of this Section, a change of corporate name and a transfer to an entity under common control or ownership of Contractor shall not be deemed a transfer of rights.

The decision to consent to any assignment shall be in the sole discretion of the City Manager, as approved by Resolution adopted by the City's City Council.

Any application for a transfer of rights shall be made in a manner prescribed by the City Manager. The application shall include a transfer fee in an amount equal to fifty thousand dollars (\$50,000.00). The transfer fee shall be paid by Contractor or Contractor's assignee upon any such transfer of this Agreement. If City does not receive the transfer fee within thirty (30) days of the transfer date, City shall have the right to terminate this Agreement. The City, in its sole discretion, may waive all or any portion of the transfer fee.

Each and all of the provisions, agreements, terms, covenants, and obligations in this Agreement to be performed by Contractor shall be binding upon any transferee.

## **Section 20 GENERAL PROVISIONS**

### **20.1 Force Majeure**

Contractor shall not be in default under this Agreement in the event that the Collection, transportation and/or disposal services of Contractor are temporarily interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City of Calabasas; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires (including brushfires); strikes, lockouts and other labor disturbances; or other catastrophic events which are beyond the reasonable control of Contractor. "Other catastrophic events" does not include the financial inability of Contractor to perform or failure of Contractor to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public entity where such failure occurs where Contractor has failed to exercise reasonable diligence. In the event a labor disturbance interrupts Collection and transportation of Solid Waste, and/or disposal of Solid Waste by Contractor as required under this Agreement, City may elect to exercise its rights under Section 17 of this Agreement.

### **20.2 Independent Status**

Contractor is an independent entity and not an officer, agent, servant or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, Contractors and sub-contractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor, nor an arrangement for the disposal of hazardous substances. Contractor nor its officers, employees, agents or sub-contractors shall obtain any rights to retirement or other benefits, which accrue to City employees.

### **20.3 Compliance with Laws and Regulations**

Contractor shall comply with all applicable laws and implementing regulations of the federal and state government, as they, from time to time, may be amended, specifically including, but not limited to, RCRA, CERCLA, and AB 939; and, all applicable ordinances of the City.

### **20.4 Law to Govern; Venue**

The law of the State of California shall govern this Agreement without regard to any otherwise governing principles of conflicts of laws. In the event of litigation between

the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

**20.5 Amendments**

All amendments to this Agreement shall be in writing, duly executed by the parties. Purported oral amendments shall be void and of no force or effect.

**20.6 Notices**

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To City:           City Manager  
                          City of Calabasas  
                          100 Civic Center Way  
                          Calabasas, CA 91302

Copy to:           Director of Public Works  
                          City of Calabasas  
                          100 Civic Center Way  
                          Calabasas, CA 91302

Copy to:           City Attorney  
                          City of Calabasas  
                          100 Civic Center Way  
                          Calabasas, CA 91302

To Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy to:  
\_\_\_\_\_  
\_\_\_\_\_

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

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or, if mailed, upon the date of the return receipt.

#### **20.7 Savings Clause and Entirety**

If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

#### **20.8 Attorney's Fees**

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies in this Agreement or the enforcement of any of the terms, conditions, or provisions in this Agreement.

#### **20.9 Entire Agreement**

This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced in this Agreement and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

WITNESS the execution of this Agreement on the day and year written below.

CITY OF CALABASAS

By: \_\_\_\_\_  
Lucy M. Martin, Mayor

ATTEST:

\_\_\_\_\_  
Maricela Hernandez, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard, City Attorney

CONTRACTOR

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

By: \_\_\_\_\_

**Exhibit A**

**Rate Schedule – Cart Collection Services**

Service Description	Monthly Rates		
	Basic	Condo	Valet
<b>Standard Services:</b>			
32 gallon refuse cart			
64 gallon refuse cart			
96 gallon refuse cart			
<b>Extra Carts:</b>			
Extra 64 gallon refuse cart			
Extra 96 gallon refuse cart			
Extra 96 gallon recycling cart	N/Charge	N/Charge	N/Charge
Extra 96 gallon organics cart	N/Charge	N/Charge	N/Charge
<b>Other Services:</b>			
Bulky Item Pickup Charge for bulky pickups in excess of three (3) per calendar year (per pickup)			\$25.00
Bulky Item Unit Charge (per item)			\$15.00
Cart exchange fee (per cart)			\$20.00
Food Waste Pail			\$10.00
Cart replacement fee (per cart)			\$60.00
Stop Service – restart fee			\$20.00
Emergency Service Hourly Rate – Sideloader with Driver			\$125.00



**Exhibit B**  
**Rate Schedule – Regular Bin and Rolloff Collection Service**

<b>Monthly Rates for Regular Bin Collection Service</b>						
Bin Size	Pickups per Week					
	1	2	3	4	5	6
2 yard						
3 yard						
4 yard						
6 yard						
<b>Extra Services:</b>						
Extra Pickup – 2 yard			55% of proposed once per week rate			
Extra Pickup – 3 yard			50% of proposed once per week rate			
Extra Pickup – 4 yard			45% of proposed once per week rate			
Extra Pickup – 6 yard			40% of proposed once per week rate			
Bin with Lock (per bin per pickup)			\$10.00			
Bulky Item Pickup Charge for bulky pickups in excess of three (3) per calendar year (per pickup)			\$25.00			
Bulky Item Unit Charge (per item)			\$15.00			
Emergency Service Hourly Rate – Front-loader with Driver			\$125.00			

<b>Rates for Regular Rolloff Collection Service</b>	
Service Description	Rate
Regular Rolloff Rates:	
Load Charge (rate per load)	
Tipping Fee (rate per ton)	
<b>Delivery</b> (1/2 of proposed Load Charge)	
<b>Dry Run</b> (1/2 of proposed Load Charge)	
Emergency Service Hourly Rate – Rolloff truck with Driver	\$100.00

**Exhibit B-1**

Rate Schedule – Optional Commercial Organics Collection

<b>Monthly Rates for Regular Bin Collection Service</b>						
Bin Size	Pickups per Week					
	1	2	3	4	5	6
64 gallon						
96 gallon						
2 yard						
3 yard						

**Exhibit C**

***Rate Schedule Temporary Bin and Rolloff Collection***

Rates for Regular Rolloff Collection Service	
Service Description	Rate
Temporary Bin Rates:	
Temporary FEL Bin (rate for delivery and 1 <sup>st</sup> pickup)	
Temporary FEL Bin (rate per pickup for additional pickups)	
Temporary Rolloff Rates:	
Load Charge (rate per load)	
Tipping Fee (rate per ton)	
<b>Delivery</b> (1/2 of proposed Load Charge)	
<b>Dry Run</b> (1/2 of proposed Load Charge)	
Emergency Service Hourly Rate – Rolloff truck with Driver	\$100.00

**Exhibit D**

**Rate Adjustment Example**

**Table 1 – Calculation of Service Component**

CPI - December 2013	239.9
CPI – December 2014	240.5
<b>Percent change in CPI</b>	<b>0.3%</b>

**Table 2 – Calculation of Fuel Component**

PPI – December 2013	112.6
PPI – December 2014	126.3
<b>Percent change in PPI</b>	<b>12.2%</b>

**Table 3 – Calculation of Disposal Component**

Next prior year tipping fee - 12 month average	\$46.00
Prior year tipping fee - 12 month average	\$49.00
<b>Percent change in tipping fee</b>	<b>6.5%</b>

**Table 4 – Calculation of Rate Adjustment Percentage**

Rate Component	Relative Weight	Adjustment Factor	Weighted Adjustment Percentage
Service	65%	0.3%	0.2%
Fuel	5%	12.2%	0.6%
Disposal	30%	6.5%	2.0%
<b>Weighted Rate Adjustment Percentage</b>			<b>2.8%</b>

**Exhibit E**  
**Bus Stop Containers**

No.	Location	Frequency
1	Mulholland Hwy @ Freedom Drive - Southbound; Southwest of Intersection	1x/wk
2	Mulholland Hwy @ Eddingham - Westbound; West of Intersection	1x/wk
3	Mulholland Hwy @ Calabasas High School - Westbound	1x/wk
4	23777 Mulholland Hwy @ Calabasas Village - Southbound	1x/wk
5	Mulholland Hwy @ Viewpoint School - Northbound	1x/wk
6	Mulholland Hwy @ Paul Revere - Southbound; North of Intersection	1x/wk
7	Mulholland Hwy @ Paul Revere - Northbound; North of Intersection	1x/wk
8	Old Topanga Cyn @ Calabasas High School - Northbound	1x/wk
9	Old Topanga Cyn @ Wrencrest - Northbound; Northeast of Intersection	1x/wk
10	Old Topanga Cyn @ Palmdrive - Southbound; NW of Intersection	1x/wk
11	Park Sorrento @ Park Ora - Northbound; 350 ft. North of Intersection	1x/wk
12	Park Sorrento @ Park Ora - Southbound; 350 ft. North of Intersection	1x/wk
13	Civic Center Way @ Park Sorrento - Westbound ; West of Intersection	1x/wk
14	Parkway Calabasas @ Camino Portal - Eastbound; East of Intersection	1x/wk
15	Parkway Calabasas @ Paseo Primario - Northbound; Northeast of Intersection	1x/wk
16	Mureau Rd @ Las Virgenes - Eastbound; 200 ft. East of Intersection	1x/wk
17	5736 Las Virgenes Road - Northbound	2x/wk
18	Las Virgenes Rd. @ Mont Calabasas Rd. - Southbound	2x/wk
19	Thousand Oaks Blvd @ Ruthwood Dr. - Westbound (East of Intersection)	1x/wk
20	Parkmor Rd. @ Adamor Rd. - Northbound	2x/wk
21	Thousand Oaks Blvd @ Las Virgenes Rd. - Westbound; 100 ft. E. of Intersection	1x/wk
22	Las Virgenes Rd. @ Parkmor Rd - Northbound; Northeast of Intersection	2x/wk
23	Las Virgenes Rd. @ Thousand Oaks Blvd - Southbound; SW of Intersection	2x/wk
24	Las Virgenes Rd. @ Shell Gas Station - Southbound	2x/wk
25	Las Virgenes Rd. @ A.E. Wright School - Southbound	2x/wk
26	Meadow Creek Lane @ Oleander Ct. Southbound; Southwest of Intersection	1x/wk
27	Lost Hills Rd @ De Anza Park - Southbound	1x/wk
28	Agoura Rd @ Las Virgenes Rd. - Westbound; 120 ft. West of Intersection	2x/wk
29	Agoura Rd @ Las Virgenes Rd - Eastbound; 250 ft. West of Intersection	2x/wk
30	Agoura Rd @ 26653 (Company Café) - Westbound	2x/wk
31	Agoura Rd @ Lost Hills Rd - Westbound; East of Intersection	2x/wk
32	Agoura Rd. @ Lost Hills Rd. - Eastbound; East of Intersection	2x/wk
33	Agoura Rd @ Malibu Hills - Westbound	2x/wk
34	Agoura Rd @ Malibu Hills - Eastbound; By Sheriff Station	2x/wk
35	27040 Malibu Hills Rd (Community Center) - Southbound	2x/wk
36	26660 Agoura Rd (Tech Center) - Eastbound	2x/wk
37	Las Virgenes Rd. @ 101 South Onramp - Northbound	2x/wk

**Exhibit F**  
**Sidewalk Litter Containers**

<b>No.</b>	<b>Location</b>	<b>Frequency</b>
1	Parkway Calabasas @ Calabasas Road - Southbound	1x/wk
2	24005 Calabasas Road (Lovi's) - Westbound	1x/wk
3	23741 Calabasas Road - (Between Babies R Us and Chase Bank) - Westbound	1x/wk
4	Park Granada @ Calabasas Road - Northbound ; South of Intersection	1x/wk
5	Park Granada @ Calabasas Road - Southbound; 200 ft. South of Intersection	1x/wk
6	Park Granada @ Park Capri - Westbound	1x/wk
7	Park Granada @ Park Capri - Eastbound	1x/wk
8	Park Granada @ Parkway Calabasas - Westbound	1x/wk
9	Park Granada @ Parkway Calabasas - Eastbound	1x/wk

**Exhibit G**

CONTRACTOR'S FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, [Contractor] a California Corporation, as PRINCIPAL, and \_\_\_\_\_, a Corporation organized and doing business by virtue of the laws of the State of California, and authorized for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as SURETY, are held and firmly bound to the City of Calabasas, a municipal corporation of the State of California, hereinafter called OBLIGEE, in the penal sum of \$\_\_\_\_\_ lawful money of the United States, for the payment of which, well and truly to be made, we and each of us hereby bind ourselves, and our and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden PRINCIPAL has entered into a contract on \_\_\_\_\_, 2015, entitled "\_\_\_\_\_ COLLECTION SERVICES AGREEMENT" with the OBLIGEE, to do and perform the following work, to wit: Collect Solid Waste, Recyclable Materials, and Organic Materials and deliver such material for processing at the approved facilities that are generated within the City of Calabasas, in accordance with the contract.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform, or cause to be performed each and all of the requirements and obligations of said contract to be performed by said PRINCIPAL, as in said contract set forth, then this BOND shall be null and void; otherwise, it shall remain in full force and effect.

And the said Surety, for value received hereby stipulates and 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 accompanying the same shall in any way affect its obligations on this BOND, and it does hereby waive 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.

IN WITNESS WHEREOF, said PRINCIPAL and said SURETY have caused these presents to be duly signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
(PRINCIPAL)

By: \_\_\_\_\_  
(SURETY)