

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

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

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made as of this 19th day of June, 2018, by and between the City of East Palo Alto, a General Law City in the State of California (hereafter, "Agency" or "City", and RECOLOGY SAN MATEO COUNTY, a California corporation ("Contractor").

12

RECITALS

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

14

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

17 A. That management of solid waste is a shared responsibility of the State and local
18 governments;

19 B. That it is in the public interest for local governments to be authorized and required to
20 provide adequate solid waste handling services;

21 C. That the amount of solid waste generated in California, coupled with diminishing landfill
22 space, potential adverse environmental impacts from landfilling solid waste, and the need
23 to conserve natural resources have created an urgent need for State and local agencies
24 to enact and implement an aggressive integrated waste management program; and,

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

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

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

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

44 **WHEREAS**, on October 6, 2009, the City Council of the City of East Palo Alto adopted Resolution
45 No. 2978, which awarded an exclusive franchise agreement (Agreement) to Recology San Mateo
46 County (Recology) to provide services, dated October 6, 2009, for the collection of recyclable
47 materials, organic materials, and solid waste for a term of January 1, 2011 through December 31,
48 2020; and,

49

50 **WHEREAS**, on July 2, 2013, the City of East Palo Alto City Council approved Resolution No.
51 4427, authorizing and directing the City Manager to execute a First Amendment to the Franchise
52 Agreement between the City of East Palo Alto and Recology San Mateo County for Recyclables
53 Materials, Organic Materials and Solid Waste Collection Services; and,

54 **WHEREAS**; on April 28, 2016, the SBWMA's Board of Directors directed SBWMA staff to
55 negotiate, acting on behalf of Agency and its other members, with Contractor an extension of the
56 2009 Franchise Agreement, and to do so without a competitive bidding for the collection services;
57 and,

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

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

65 **WHEREAS**; the City Council authorized City staff to negotiate this Amended and Restated
66 Franchise Agreement with a term of fifteen (15) years from January 1, 2021 through December
67 31, 2035, and, on June 19, 2018, authorized the City Manager to execute this Agreement; and,

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

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ARTICLE 1
DEFINITIONS

73 **1.01 DEFINITIONS**

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

76 **1.02 STATUTORY DEFINITIONS**

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

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ARTICLE 2
REPRESENTATION AND WARRANTIES OF
CONTRACTOR

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

87 **2.01 CORPORATE STATUS**

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

90 **2.02 CORPORATE AUTHORIZATION**

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

95 **2.03 AGREEMENT DULY EXECUTED**

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

99 **2.04 NO CONFLICT WITH APPLICABLE LAW OR OTHER DOCUMENTS**

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

106 **2.05 NO LITIGATION**

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

114 **2.06 FINANCIAL CONDITION**

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

121 **2.07 ABILITY TO PERFORM**

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

124 **2.08 CONTRACTOR'S INVESTIGATION**

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

131 **2.09 STATEMENTS AND INFORMATION IN PROPOSAL**

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

139 **2.10 IRAN CONTRACTING CERTIFICATION**

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

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

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**ARTICLE 3
TERM OF AGREEMENT**

154 **3.01 EFFECTIVE DATE AND COMMENCEMENT DATE**

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

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

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

167 **3.02 TERM**

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

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

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

183 As an exception to the foregoing, upon the Effective Date, (i) the 2009 Franchise
184 Agreement shall be amended to extend the Term to 2035 as provided above, and (ii) the
185 2009 Franchise Agreement shall be amended to the extent necessary to give effect to
186 Section 11.02.F of this Agreement.

187

188 **3.03 EXTENSION OF TERM**

189 A. **Voluntary Extension.** At Agency's discretion, but subject to Contractor's consent,
190 this Agreement may be extended without amendment for a period of no less than one
191 (1) and no more than five (5) additional years for a total Term that does not exceed
192 thirty (30) years or extend beyond December 31, 2040. If Agency desires to extend
193 the Agreement, Agency shall provide the Contractor with written notice of its intention

194 to extend the Agreement on or before December 31, 2032. Such notice by Agency
195 shall specify the duration of the extension. Contractor shall provide written notice to
196 Agency and SBWMA on or before January 31, 2033 whether it consents to the
197 extension.

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

213 **3.04 CONDITIONS TO EFFECTIVENESS OF AGREEMENT**

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

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

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

- 228 1. Absence of Litigation. There shall be no litigation pending on the Effective Date
229 in any court challenging the execution of this Agreement, or seeking to enjoin its
230 performance.
- 231 2. Effectiveness of Agency's Approval. The approval of this Agreement by Agency
232 shall have become effective, pursuant to California law.
- 233 3. Approvals by Other Member Agencies. On or before June 30, 2018, a minimum
234 of eight (8) of the governing bodies of the SBWMA's Member Agencies,
235 collectively representing at least two thirds (2/3) of the Member Agencies, have
236 approved and signed agreements with Contractor substantially similar to this
237 one.

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C. **Notice.** If either Party wishes to assert that a condition for its benefit has not been satisfied and has not been waived, it must deliver written notice to that effect to the other party on or before the Effective Date. If no such notice is received, the Agreement will become effective on the Effective Date.

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

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ARTICLE 4 SCOPE OF AGREEMENT

248 **4.01 SCOPE OF AGREEMENT**

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

- 252 1. Solid Waste generated at Residential Premises and Commercial Premises; and,
253 2. Source Separated Targeted Recyclable Materials and Source Separated Organic
254 Materials generated at Residential Premises.

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

- 257 1. Source Separated Targeted Recyclable Materials and Source Separated Organic
258 Materials generated at Commercial Premises;
259 2. Major Appliances and Specialty Recyclable or Reusable Materials generated at
260 Residential Premises;
261 3. Non-putrescible wastes placed in Drop Boxes; and
262 4. Solid Waste generated at Agency Facilities.
263

264 **4.02 LIMITATIONS ON SCOPE**

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

- 268 A. Solid Waste, Targeted Recyclable Materials, and Organic Materials which are
269 transported personally by the Owner or Occupant of the Premises at which they are
270 generated (or by his or her employees) to a processing or Disposal facility;
- 271 B. Targeted Recyclable Materials and Organic Materials which are Source Separated
272 by the Generator and donated to youth, civic, or charitable organizations;
- 273 C. Recyclable beverage containers delivered for Recycling under the California
274 Beverage Container Recycling Litter Reduction Act, Section 14500 *et seq.* California
275 Public Resources Code;
- 276 D. Animal waste and remains from slaughterhouse or butcher shops, grease waste, and
277 used cooking oil;
- 278 E. By-products of sewage treatment including sludge, sludge ash, grit, and screenings;
- 279 F. Hazardous Waste, Household Hazardous Waste, and Infectious Waste;
- 280 G. Source Separated E-Scrap and Source Separated Universal Waste;
- 281 H. Organic Materials composted at Residential and Commercial Premises;

- 282 I. Materials generated by State facilities (including public schools), provided that the
283 Generator has arranged services with other Persons or has arranged services with
284 the Contractor through a separate agreement;
- 285 J. The incidental removal of Solid Waste, Recyclable Materials, or Organic Materials
286 when the primary service performed is either of the following:
- 287 1. Landscaping, gardening, weed or refuse abatement, yard clean-up, or grading
288 of a lot; or,
- 289 2. Construction, remodeling, or demolition of a building or structure.
- 290 K. Solid Waste generated at Residential Premises collected by others on an infrequent,
291 unscheduled, "on-call" basis (other than On-Call Bulky Item Collection Service
292 scheduled by Customers per Section 5.05).

293 **4.03 GEOGRAPHIC LIMITS ON CONTRACTOR'S OPERATIONS**

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

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

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ARTICLE 5 COLLECTION SERVICES

308 **5.01 GENERAL**

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

329 **5.02 SOLID WASTE COLLECTION**

330 **A. Single-Family Dwelling (SFD)**

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

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

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

364 **B. Multi-Family Dwellings**

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

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

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

380 If the Container is wheeled and is three (3) cubic yards or less in capacity and is
381 not a Compactor, the standard Rate includes Collection from the Container
382 located Curbside or in enclosures or on private or public property at a distance
383 less than or equal to fifty (50) feet of access by Contractor's vehicle, provided
384 that access to the Container is paved and the slope is less than seven percent
385 (7%). The distance to the Container shall be measured in one of the following
386 ways depending on the conditions of the Premises: (i) from the face of the curb
387 to the nearest edge of the Container, (ii) if there is no curb, from the edge of the
388 roadway nearest the nearest edge of the Container, or (iii) from the lifting
389 mechanism on the Collection vehicle if the vehicle can be driven on the
390 Premises.

391 If the Container does not have wheels, or is greater than three (3) cubic yards in
392 capacity, or is a Compactor, the standard Rate includes Collection from a
393 location accessible by Contractor's vehicle (regardless of the distance from the
394 curb or roadway), provided that access to the Container is paved and the slope
395 is less than seven percent (7%). A slope shall be deemed to be seven percent

396 (7%) or more if the slope measures 7% or more using a slope measurement
397 device.

398 For each Container that does not meet the above accessibility requirements,
399 Contractor shall offer Long Distance Service or Container Relocation Service as
400 described below for Containers that are eligible for such service. If the Container
401 is not eligible for such service, or the Customer notifies Contractor that it does
402 not want such service, then Contractor shall not be required to Collect the
403 Container unless it meets the above accessibility requirements.

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

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

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

432 6. Determination of Service Needs and Disputes. Whether the Customer receives
433 Long Distance Service or Container Relocation Service shall be determined by
434 Contractor in its reasonable discretion based on conditions at the Customer's
435 site or the need to maintain safety or operational efficiency. In the event of a
436 dispute between Contractor and a Customer regarding the Long Distance
437 Service, Container Relocation Service, and/or the distance or degree of slope,
438 Contractor shall provide email notification to Agency and Customer, and Agency
439 shall work with the Contractor and Customer to resolve the dispute. Agency may
440 independently measure the slope and/or distance. Agency shall make the final
441 determination of the service arrangements and whether any Attachment Q
442 Charges apply.

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

451 **C. Commercial Premises**

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

460 2. Container Service Requirements. Container service requirements described for
461 Multi-Family Premises in Sections 5.02.B.3 through 5.02.B.7 are applicable for
462 Commercial Premises.

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

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

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

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

485 **D. Agency Facilities**

486 1. General. Contractor shall Collect Solid Waste from Agency Facilities as
487 frequently as scheduled by the Agency, but not less than once per week. Agency

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- must subscribe to a minimum service level of three (3) times per week Collection in order to be eligible for Collection on Saturday and/or Sunday.
2. Service Methods. Specifically, the Contractor shall offer the following Collection service methodologies to Agency Facilities:
- a. Individual Cart or Bin Service. Contractor shall allow each Agency Facility to use Carts, Bins, Compactors, or Drop Boxes for Solid Waste Collection.
 - b. Centralized Cart or Bin Service. Contractor shall allow each Agency Facility to use Carts or Bins for Solid Waste Collection that are shared by the Occupants of two or more adjacent Agency Facilities. In such case, Contractor shall provide one or more Carts or Bins as requested by the Agency provided that no less than ninety-six (96) gallons of Container capacity is provided for every four (4) Agency Facilities.
 - c. Drop Boxes and Compactors. Contractor shall allow Agency to use a Drop Box or Compactor for Solid Waste Collection to meet the Agency's Disposal needs. In such case, Contractor shall provide Agency with a choice of Container capacities ranging from three (3) to forty (40) cubic yards (or similar sizes). Contractor shall allow Agency to purchase or lease Compactors through an outside vendor. Regular maintenance of Compactors shall be required by Agency (or outside vendor) as frequently as needed to keep the Compactors in good working order and functioning at high compaction levels.
3. Solid Waste from Public Street, Parks, and Parking Lot Litter Receptacles. Contractor shall Collect Solid Waste from public litter receptacles located on streets and in parking lots, and from public litter receptacles in parks that are accessible for Curbside Collection as stated in Attachment B. Contractor shall also Collect Solid Waste that is contained in bags or boxes and placed adjacent to public litter receptacles. These Collections will be made between one (1) and seven (7) Days per week, as determined by Agency. Contractor is responsible for notifying Agency if a public litter receptacle is inoperable within twenty-four (24) hours of observing or being notified of the defect. A list of public litter receptacles is included in Attachment B. Agency shall annually be allowed to increase the number of public litter receptacles provided Collection service by an additional five percent (5%) of the total number of receptacles in service as of January 1 of each Rate Year after Rate Year Eleven (2021) without being billed for such service. The maximum number of public litter receptacles that Contractor will service without billing Agency shall increase by five percent (5%) each Rate Year after Rate Year Eleven (2021), even if Agency does not actually increase the number of receptacles by five percent (5%) in that Rate Year.
4. Scope of Service Requirements. Contractor shall provide the Agency with the Collection services described above at the service locations, service levels, and frequencies identified in Attachment B. Contractor shall provide and maintain Collection Containers for the Agency's use, with the exception of public litter receptacles (or public Solid Waste receptacles) and public Targeted Recyclable Materials receptacles, which shall be provided and maintained by the Agency. Contractor shall offer the type and size of Collection Containers that Contractor provides Commercial Customers pursuant to Section 5.02.C.

535 5. Tonnage Allocation. Contractor may integrate Collection of Solid Waste,
536 Targeted Recyclable Materials, and Organic Materials from Agency Facilities
537 with other Collection services in the Service Area, provided that Contractor
538 attributes estimated Tonnage Collected from Agency Facilities separately from
539 other Customers upon the Agency's request.

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

543 **5.03 TARGETED RECYCLABLE MATERIALS COLLECTION**

544 A. **General.** Contractor shall Collect Targeted Recyclable Materials from Customers
545 that have Source Separated the Targeted Recyclable Materials from Solid Waste and
546 placed these materials in the Customer's Recyclable Materials Collection Container
547 for Collection by Contractor.

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

558 B. **Single-Family Dwellings**

559 1. General. Once per week, Contractor shall Collect Single-Stream Targeted
560 Recyclable Materials from SFD. Contractor shall provide each SFD Customer
561 with one (1) Cart for Single-Stream Targeted Recyclable Materials at no
562 additional charge. Contractor shall provide each Customer with a sixty-four (64)
563 gallon Cart specified in Attachment D, unless Customer requests an alternative
564 Cart specified in Attachment D. Customers can request additional Targeted
565 Recyclable Materials Carts from Contractor for regular weekly Collection
566 service, and Contractor shall bill Customers at Agency-approved Charges
567 specified in Attachment Q.

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

571 3. Used Motor Oil and Used Motor Oil Filters. Contractor shall Collect Used Motor
572 Oil and Used Motor Oil Filters placed at the Collection location by Customer for
573 Collection in Contractor-provided or Contractor-approved Containers.
574 Contractor shall not be required to Collect more than five (5) gallons of Used
575 Motor Oil per Customer per Collection. Contractor shall provide up to five (5)
576 one-gallon translucent plastic Used Oil jugs with screw-on tops for Used Motor
577 Oil Collection and up to five (5) six (6) mil plastic zip-close type bags for Used
578 Motor Oil Filter Collection to SFD Customers, upon Customer's request, within
579 five (5) Business Days of such request, at no additional cost to Customer.
580 Information in English and Spanish, regarding the Used Motor Oil and Used

581 Motor Oil Filter Collection program and instructions for the use and set out of
582 these materials shall be provided with the Used Motor Oil jugs and Used Motor
583 Oil Filter bags. Diversion of Used Motor Oil shall be calculated with a conversion
584 factor of one (1) gallon of Used Motor Oil equaling seven (7) pounds.

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

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

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

600 1. General. Multi-Family Dwelling Customers that subscribe to Solid Waste
601 Collection service shall be entitled to Single-Stream Targeted Recyclable
602 Materials Collection at no additional charge, and Contractor shall provide the
603 level of service required by Multi-Family Dwelling Customers requesting
604 Recyclable Materials Collection services. Contractor shall provide each Multi-
605 Family Dwelling Customer with Containers for Single-Stream Targeted
606 Recyclable Materials Collection. At a minimum, Contractor shall provide twenty
607 (20) gallons per week of Container capacity for Single-Stream Targeted
608 Recyclable Materials Collection for every Multi-Family Dwelling at the Premises.
609 Contractor shall provide each Customer with Carts or Bins as specified in
610 Attachment D, as requested by the Customer.

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

624 2. Personal Recycling Tote-Bag Distribution. Upon receipt of a request for
625 Recycling Tote-Bags from a Multi-Family Dwelling Customer or Occupant,
626 Agency, or SBWMA, Contractor shall: (i) deliver the Recycling Tote-Bags within
627 five (5) Business Days to the property Owner, property manager, or Occupant

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who requested the Recycling Tote-Bags; (ii) prior to complying with (i), contact the property Owner or property manager directly by phone or in person to determine if additional Recycling Tote-Bags are needed and/or if they are interested in a site assessment of the property; (iii) upon request for a site assessment, ensure that a site assessment is done per the requirements set forth in Section 7.05. Contractor shall provide notification to Agency and SBWMA of the Day which the Tote Bags were delivered and to whom they were delivered with submittal of Contractor's monthly reports per Section 9.05. Contractor's monthly reports shall also include an inventory of Recycling Tote-Bags in stock.

3. Household Battery and Cell Phone Collection

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

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

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

D. **Commercial Premises**

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

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

- 682 2. Service Methods. Contractor shall allow Commercial Customers to select a
683 Collection service method that best suits the needs of its Premises. Specifically,
684 the Contractor shall offer the following choices to Commercial Customers:
- 685 a. Cart service. Contractor shall allow Commercial Customers to use Carts for
686 Targeted Recyclable Materials Collection.
 - 687 b. Bin service. Contractor shall allow Commercial Customers to use Bins for
688 Targeted Recyclable Materials Collection.
 - 689 c. Shared Cart or Bin service. Contractor shall allow Commercial Customers
690 to use Carts or Bins for Targeted Recyclable Materials Collection that are
691 shared by the Occupants of two (2) or more Commercial Premises. In such
692 case, Contractor shall provide one (1) or more Carts or Bins to such Premises
693 as requested by Customer(s).
 - 694 d. Drop Boxes and Compactors. Contractor shall allow Commercial Customers
695 to use Drop Boxes or Compactors for Targeted Recyclable Materials.
696 Contractor shall allow Customers to purchase or lease Compactors through
697 an outside vendor. Regular maintenance of Compactors shall be required
698 by Customer (or outside vendor) as frequently as needed to keep the
699 Compactors in good working order and functioning at high compaction levels.
- 700 3. Container Service Requirements. Container service requirements described for
701 Multi-Family Solid Waste Collection in Sections 5.02.B.3 through 5.02.B.7 are
702 applicable for Collection of Targeted Recyclable Materials from Commercial
703 Premises.

704 **E. Agency Facilities**

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

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- Contractor shall Collect Single-Stream Targeted Recyclable Materials or other Source Separated Targeted Recyclable Materials Generated at Agency Premises at least once per week or more frequently, up to seven (7) times per week, as scheduled by the Agency provided that the Generator has Source Separated the Targeted Recyclable Materials from Solid Waste and placed the materials in the appropriate Contractor-provided Container. Contractor shall Collect Targeted Recyclable Materials at the designated location agreed upon by Contractor and Agency.
2. Service Methods. Contractor shall allow Agency Facilities to select a Collection service method that best suits the needs of its Premises. Specifically, the Contractor shall offer the following choices to Member Agency Facilities:
- a. Cart service. Contractor shall allow Agency Facilities to use Carts for Targeted Recyclable Materials Collection. Contractor shall provide each Customer with a choice of one (1) or more Carts as specified in Attachment D.
 - b. Bin service. Contractor shall allow Agency Facilities to use Bins for Targeted Recyclable Materials Collection. Contractor shall provide each Agency with a choice of one (1) or more Bins for each Agency Facility.
 - c. Centralized Cart or Bin service. Contractor shall allow Agency Facilities to use Carts or Bins for Targeted Recyclable Materials Collection that are shared by the Occupants of two (2) or more adjacent Agency Facilities. In such case, Contractor shall provide one (1) or more Carts or Bins to such Premises as requested by Agency.
 - d. Drop Boxes and Compactors. Contractor shall allow Agency Facilities to use Drop Boxes or Compactors for the Collection of Targeted Recyclable Materials. Contractor shall allow Agency to purchase or lease Compactors through an outside vendor. Regular maintenance of Compactors shall be required by Agency (or outside vendor) as frequently as needed to keep the Compactors in good working order and functioning at high compaction levels.
3. Public Recycling Receptacles. Contractor shall Collect Recyclable Materials from public Recycling receptacles located on streets and parking lots, and from public Recycling receptacles in parks that are accessible for Curbside Collection. Contractor shall also Collect Recyclable Materials that are contained in bags or boxes and placed adjacent to public Recycling receptacles. These Collections will be made between one (1) and seven (7) Days per week, as determined by Agency. If Contractor concludes upon visual inspection that the Recyclables placed in (or adjacent to) the public Recyclables receptacles have a Contamination Level greater than that which is acceptable at the MRF, Contractor shall Collect the materials as Solid Waste. Contractor is responsible for notifying Agency if a public Recycling receptacle is inoperable within twenty-four (24) hours of observing or being notified of the defect. A list of public Recycling receptacles is included in Attachment B. If persistent contamination occurs in public Recycling receptacles then, at Contractor's request, appropriate Agency staff shall meet with Contractor to discuss ways to address the problem. Contractor shall not bill Agency for the services described in this paragraph.

762 **5.04 ORGANIC MATERIALS COLLECTION**

763 A. **Single-Family Dwelling.** Contractor shall Collect Source Separated Organic
764 Materials from SFD once per week. Collection of Organic Materials, Targeted
765 Recyclable Materials, and Solid Waste from the SFD shall occur on the same Day
766 each week. Contractor shall provide each Customer with one (1) Cart to be used for
767 storage and Collection of Organic Materials at no additional charge. Customers may
768 request additional Organic Materials Carts from Contractor for regular weekly
769 Collection service, and Contractor shall bill Customer at Agency-approved Charges
770 specified in Attachment Q. The Contractor shall provide Customers with a ninety-six
771 (96) gallon Cart as specified in Attachment D, unless the Customer requests an
772 alternative Cart size, in which case, the Contractor shall provide an alternative Cart
773 as specified in Attachment D.

774 For SFD Organic Materials Cart Collection, Contractor shall comply with the same
775 Collection provisions specified for Solid Waste Cart Collection pursuant to Sections
776 5.02.A.2, 5.02.A.3, and 5.02.A.4.

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

783 B. **Multi-Family Premises.** Multi-Family Dwelling Customers shall have the option of
784 voluntarily subscribing to Organic Materials or Plant Materials Collection services.
785 Contractor shall bill Customers for such service at Agency-set Rates. Contractor shall
786 Collect Source Separated Organic Materials or Plant Materials from Multi-Family
787 Residential Complexes that have subscribed to Organic Materials or Plant Materials
788 Collection service as frequently as scheduled by Customer, but not less than once
789 per week. Contractor shall provide each Customer with a choice of Carts or Bins as
790 specified in Attachment D. Contractor shall Collect Organic Materials and Plant
791 Materials at the location agreed upon by Contractor and Customer. The designated
792 Collection location, if disputed by Customer or Contractor, shall be determined by the
793 Agency.

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

797 C. **Commercial Premises.** Commercial Customers shall have the option of voluntarily
798 subscribing to Organic Materials or Plant Materials Collection services, and
799 Contractor shall bill Customers for such service at Agency-set Rates. Contractor shall
800 provide Organic Materials or Plant Materials Collection service to any and all
801 Customers requesting service. Contractor shall Collect Organic Materials or Plant
802 Materials from Commercial Premises that have subscribed to Organic Materials or
803 Plant Materials Collection service as frequently as scheduled by Customer, but not
804 less than once per week.

805 Contractor shall allow Commercial Customers to select a Collection service method
806 that best suits the needs of its Premises. Specifically, the Contractor shall offer to
807 Commercial Organic Materials or Plant Materials Customers the Containers and

808 service choices that are offered for Commercial Solid Waste Collection pursuant to
809 Section 5.02.C.

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

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

816 Contractor shall provide Organic Materials or Plant Materials Collection service to
817 Agency Facilities requesting service. Contractor shall Collect Organic Materials or
818 Plant Materials from Agency Facilities that have subscribed to Organic Materials or
819 Plant Materials Collection service as frequently as scheduled by Agency, but not less
820 than once per week.

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

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

837 Contractor shall deliver a Bin or Drop Box for Holiday Tree Collection to Multi-Family
838 Residential Complexes upon request of the Owner or property manager. Contractor
839 shall provide this Collection service annually commencing January 2 and shall
840 continue to provide this service as long as requests are submitted to Contractor, at
841 no additional cost to Customer(s) and shall not bill Agency for such services. The
842 location for delivery of the Bin or Drop Box shall be agreed upon by the Owner or
843 property manager, and Contractor shall remove the Bin or Drop Box, or Collect the
844 trees loose, on the date requested by the Owner or property manager. If the use of
845 a Bin or Drop Box is not feasible, Contractor shall Collect the un-containerized Holiday
846 Trees from one (1) or more designated consolidation locations (e.g., adjacent to a
847 Solid Waste enclosure) at each Multi-Family Residential Complex as determined by
848 the Owner or property manager. Contractor shall be required to Collect all trees or
849 pieces of trees, which are eight feet (8') or less in length, void of tinsel, lights,
850 ornaments, other decorations, and metal or plastic stands (although flocked trees are
851 acceptable) and are placed in the Bin or Drop Box or at the agreed upon location.
852 Contractor shall make accommodations and provide Collection service for Customers
853 who are unable to cut trees into lengths of eight feet (8') or less at no additional cost
854 to the Customer and shall not bill Agency for such services.

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

861 **5.05 RESIDENTIAL ON-CALL BULKY ITEM COLLECTION SERVICE**

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

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

883 Contractor shall assist Owners and property managers of Multi-Family Residential
884 Complexes with scheduling events to effectively and efficiently provide the volume of
885 Collection service to which the complex is entitled annually based on the number of
886 Residential Premises at the complex. The provision of On-Call Collection of Bulky
887 Items is not intended to encourage or permit Multi-Family Residential Premises to
888 reduce the level of regularly scheduled Solid Waste Collection service that has been
889 previously provided to the complex. If Contractor, in its reasonable business
890 judgment, concludes that an Owner or property manager of a Multi-Family Residential
891 Complex is requesting On-Call Bulky Item Collection in order to reduce its historical
892 level of regular Solid Waste Collection service, Contractor may present a factual
893 report to Agency in support of an application to decline further requests for On-Call
894 Bulky Item Collection events at that complex for the remainder of the calendar year.
895 Within thirty (30) Days, Agency will review the application and report and determine
896 whether Contractor may decline all subsequent requests from that complex for that
897 calendar year or may limit the number of On-Call Bulky Item Collection events it must
898 provide. Until Agency makes, and notifies Contractor of, its determination, Contractor
899 is not required to provide additional On-Call Bulky Item Collection service events to
900 the complex in question.

- 901 C. **Scheduling of Events.** Contractor shall allow the scheduling of On-Call Bulky Item
 902 Collection Service events from February 1 through December 31 of each Rate Year.
 903 Contractor may provide additional On-Call Bulky Item Collection Service events for a
 904 Customer beyond two (2) per Rate Year, and shall bill Customers for additional
 905 service at Agency-approved Charges specified in Attachment Q. Contractor is
 906 required to notify Customer if they have already received the annually allocated two
 907 (2) Collection events within one (1) Business Day of Customer request. If Contractor
 908 fails to notify Customer that they have received the annually allocated two (2)
 909 Collection events, Contractor shall provide the service and is not entitled to additional
 910 Contractor's Compensation from Customer or Agency for a third or subsequent On-
 911 Call Bulky Item Collection Service event.
- 912 D. **Accepted Materials.** Residential Premises may place Solid Waste, Recyclable
 913 Materials, and/or Organic Materials for Collection with the following allowances:
- 914 1. Solid Waste, Targeted Recyclable Materials, Organic Materials – Up to two (2)
 915 cubic yards of materials per event, provided that such materials, except as set
 916 forth below have been bagged, boxed, bundled, or containerized by the
 917 Customer.
 - 918 2. The Customer may place up to three (3) large items from the categories below:
 - 919 a. Major Appliances – One (1) large appliance per event (e.g., washing
 920 machine, clothes dryer, refrigerator, freezer).
 - 921 b. Bulky Items – One (1) large Bulky Item per event (e.g., reusable furniture,
 922 mattresses, four tires).
 - 923 c. E-Scrap – One (1) item per event (e.g., a computer, computer monitor, or
 924 television).
- 925 Contractor shall reject: liquids or sludge; dirt, rock, concrete or asphalt; materials
 926 which exceed five (5) feet in length; commercial-sized refrigerators or freezers;
 927 Construction and Demolition Debris; Hazardous Waste; or Infectious Waste.
 928 Contractor may reject any individual item that weighs more than two-hundred (200)
 929 pounds (excluding Major Appliances) unless Customer has paid, or has agreed in
 930 advance to pay, an additional fee for service at Agency-approved Charges specified
 931 in Attachment Q. Contractor may reject un-containerized Discarded Materials with
 932 the exception of Major Appliances, Bulky Items, E-Scrap, and large pieces of Organic
 933 Material such as tree limbs and dimensional lumber.
- 934 E. **Recycling and Reuse.** Contractor shall Collect materials in a manner that
 935 maximizes reuse, Recycling, composting, and diversion of materials from Disposal.
 936 Contractor shall make reasonable efforts to ensure that diversion goals are met or
 937 exceeded. Disposal of materials shall be the Contractor's last option. At a minimum,
 938 Contractor shall divert from Disposal: cardboard, E-Scrap, useable furniture, Major
 939 Appliances, mattresses, Organic Materials, wood waste, and other reusable or
 940 Recyclable Materials.
- 941 F. **Handling Major Appliances.** Major Appliances, Universal Waste, and E-Scrap shall
 942 be reused, Recycled, or Disposed by Contractor in accordance with requirements of
 943 Applicable Law. Any changes to such regulations made after January 1, 2011 shall
 944 be addressed as though they are a Change in Law in accordance with Section 11.05.

945 G. **Collection and Processing Methods.** All materials that can be handled by the SFD
 946 Single-Stream Recycling, Organic Materials, or Solid Waste route Collection vehicle
 947 would be assigned to one of these vehicles for Collection, with the goal of maximizing
 948 diversion. All Collection of Bulky Items will be assigned for Collection by a Collection
 949 vehicle, and the driver will segregate items Collected according to their suitability for:
 950 (1) reuse or Recycling, and (2) Disposal, prior to their transport to Shoreway
 951 Recycling and Disposal Center for processing. Any remaining items will be Collected
 952 by a dispatched Collection vehicle. Contractor shall utilize these procedures and
 953 vehicles in a manner that provides the maximum diversion of the material Collected
 954 from the On-Call Bulky Item Collection Service event.

955 H. **Maximum Number of Daily Events.** Contractor shall schedule up to a maximum of
 956 one hundred fifty (150) On-Call Curbside Bulky Item Collection Service events per
 957 service day for the SBWMA Service Area ("daily limit"). The maximum number of
 958 daily events includes On-Call Bulky Item Collection Service events provided to both
 959 Single-Family and Multi-Family Residential Complexes, and those events provided at
 960 no charge and events paid for by the Customer, Owner, or property manager.
 961 Contractor shall schedule On-Call Curbside Bulky Item Collection Service events no
 962 more than ten (10) Business Days after the Owner's or Occupant's request up to the
 963 maximum number of daily events. Upon reaching the maximum number of daily
 964 events, requested On-Call Curbside Bulky Item Collection Service event shall be
 965 scheduled on the next available regularly scheduled Solid Waste Collection Day.

966 SBWMA may adopt an allocation system for On-Call Bulky Item Collection Service
 967 events, in order to allocate the "daily limit" for such events among Member Agencies.
 968 If adopted, Contractor shall comply with the allocation system.

969 The Agency agrees not to assess Liquidated Damages if Contractor does not meet
 970 the ten (10) Business Day requirement if the delay has resulted from (i) the volume
 971 of On-Call Bulky Item Collection events being in excess of the "daily limit" for the
 972 SBWMA Service Area or Agency, or (ii) the Customer's request to schedule the event
 973 on a date more than ten (10) Business Days in the future.

974 Contractor shall notify the SBWMA and Agency when the daily average number of
 975 events reaches one hundred and forty (140) events, where the daily average is
 976 calculated on a weekly basis. When this threshold occurs, Parties shall meet and
 977 confer to agree on a strategy for handling the volume of Bulky Item Collection Service
 978 events.

979 **5.06 AGENCY FACILITY ON-CALL BULKY ITEM COLLECTION SERVICE**

980 Contractor shall provide each Agency Facility with one annual On-Call Bulky Item
 981 Collection service event and shall not bill Agency for such services. Agency may request
 982 additional Bulky Item Collection service events; and, Contractor shall bill for the additional
 983 service at Agency-set Charges specified in Attachment Q. The On-Call Bulky Item
 984 Collection Service provisions set forth in Section 5.05 shall apply to the On-Call Bulky Item
 985 Collection Service provided to Agency Facilities with the following exceptions for
 986 frequency and service level/acceptable materials.

987 **A. Frequency of Service**

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

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

- 990 Agency Facilities may place for Collection, Solid Waste, Recyclable Materials, and/or
 991 Organic Materials with the following allowances:
- 992 1. Solid Waste – Contractor shall provide a six (6) cubic yard or smaller Bin upon
 993 request.
 - 994 2. Recyclable Materials, Organic Materials – Up to two (2) cubic yards of materials
 995 per event, provided that such materials, except as set forth below have been
 996 bagged, boxed, bundled, or containerized by the Customer.
 - 997 3. The Agency may place up to three (3) large items from the categories below:
 - 998 a. Major Appliances – One (1) large appliance per event (e.g., washing
 999 machine, clothes dryer, refrigerator, freezer).
 - 1000 b. Bulky Items – One (1) large Bulky Item per event (e.g., reusable furniture,
 1001 mattresses, four tires).
 - 1002 c. E-Scrap – One (1) item per event (e.g., a computer, computer monitor, or
 1003 television).
- 1004 Contractor shall reject: liquids or sludge; dirt, rock, concrete, or asphalt; materials
 1005 which exceed five (5) feet in length; commercial-sized refrigerators or freezers;
 1006 Construction and Demolition Debris; Hazardous Waste; or, Infectious Waste.
 1007 Contractor may reject any individual item that weighs more than two-hundred (200)
 1008 pounds (excluding Major Appliances) unless Customer has paid, or has agreed in
 1009 advance to pay an additional fee for service at Agency-approved Charges specified
 1010 in Attachment Q, and Contractor may reject un-containerized Discarded Materials
 1011 with the exception of Major Appliances, Bulky Items, E-Scrap, and large pieces of
 1012 Organic Material such as tree limbs and dimensional lumber.

1013 **5.07 CONFIDENTIAL DOCUMENT DESTRUCTION SERVICE EVENT**

1014 The SBWMA will take the lead in scheduling one confidential document destruction
 1015 service event for each Member Agency annually at no additional cost to Agency or
 1016 Customers. The SBWMA will hire and pay for a third party document destruction service
 1017 provider to service the event. The document destruction service provider shall provide
 1018 adequate equipment and staffing necessary for the event and shall ensure full destruction
 1019 of confidential documents and other materials delivered by Customers to the site of the
 1020 event. Contractor shall reimburse the SBWMA for the cost of one confidential document
 1021 destruction event per Member Agency per year, up to maximum of one thousand two
 1022 hundred dollars (\$1,200.00) per event, but otherwise shall have no involvement with the
 1023 event. The cost reimbursement amount shall be adjusted annually commencing with Rate
 1024 Year Twelve (2022) by one hundred percent (100%) of the Annual Index Change in CPI-
 1025 U, as defined in Attachment K.

1026 **5.08 COLLECTION FOR LARGE VENUES AND COMMUNITY EVENTS**

1027 Contractor shall provide Collection services, upon request, to any Venue and Community
 1028 Event within Service Area. Specifically, Contractor shall provide, at a minimum, Solid
 1029 Waste and Targeted Recyclable Materials Collection services, and shall also provide
 1030 Organic Materials Collection services if one (1) cubic yard or more of Organic Material is
 1031 generated per day at the Venue or Community Event. Contractor shall provide Collection
 1032 as frequently as requested by the Agency or the Community Event organizer. Contractor
 1033 shall provide an adequate number and type of Collection Container(s) for the Venue or

1034 Community Event and shall coordinate its Collection services with Agency or Community
1035 Event organizer. Containers shall be appropriately labeled to collect Solid Waste,
1036 Recyclable Materials, or Organic Material, per the requirements specified by the SBWMA.
1037 Upon request of the Agency or the Community Event organizer, Contractor shall provide
1038 an adequate number of its employee(s) for each Community Event to ensure all Solid
1039 Waste, Recyclable Materials, and Organic Materials Collection locations (i.e., Containers
1040 that are placed on-site for use by event patrons) are kept clean and uncontaminated; to
1041 empty or exchange Containers as the need arises; and to respond to overages or spills.

1042 Within ten (10) Business Days of Contractor receiving a request to supply an Community
1043 Event with Solid Waste, Targeted Recyclable Materials, and Organic Materials Collection
1044 services, the Contractor will either meet with or schedule a meeting with the Community
1045 Event organizer to discuss the Community Event's parameters, including location, number
1046 of people attending, type of Community Event, type of food being provided, and other
1047 related issues. Once parameters of the Community Event are determined, proper
1048 Containers will be provided by Contractor, with emphasis on Recycling and diversion of
1049 the materials generated.

1050 Contractor shall also supply and staff an information booth at each Venue and Community
1051 Event, upon request from Agency. In addition, Contractor shall prepare and distribute
1052 information to the public at Venues and Community Events describing the Collection
1053 options available at the Venue or Community Event and promoting Recycling programs in
1054 the Agency, upon request from Agency. All information prepared for distribution to Venues
1055 and Community Events shall be approved by Agency prior to distribution. The Contractor
1056 shall report the Tonnage of material Collected at each Venue and Community Event to the
1057 Agency and, upon Agency request, to the Community Event organizer.

1058 For Venues and Community Events, that are required to comply with the Large Venues
1059 and Events Recycling Law, codified at Public Resources Code Section 42648 et seq.,
1060 Contractor shall assist the Venue or Community Event organizer in preparing a Recycling
1061 plan and reporting all information required by those provisions of the law. Contractor shall
1062 be required to provide, at a minimum, the following information for each Venue or
1063 Community Event:

- 1064 1. List of qualifying large Venues and Community Events in Service Area.
- 1065 2. Physical and mailing address.
- 1066 3. Contact name, address, phone number, and email address.
- 1067 4. Type of Venue or Community Event (e.g., museum, concert, sporting event).
- 1068 5. Status of the Venue or Community Event written waste diversion/Recycling plan.
- 1069 6. A description of the extent in which the plan has been implemented.
- 1070 7. Service level provided (i.e., Solid Waste, Recyclable Materials, and Organic
1071 Materials).
- 1072 8. Tons disposed and diverted, by material type.
- 1073 9. Description of the scope and types of diversion programs provided.
- 1074 10. Other information required by law.

1075 Contractor shall provide the Collection services required by this Section for the Agency-
1076 sponsored Venues and Community Events listed on Attachment C, at no charge to the

1077 Agency or the Community Event organizer. A preliminary list of Agency-sponsored
1078 Venues and Community Events is provided in Attachment C. Agency may add additional
1079 events to those listed in Attachment C or modify this list if events change during the Term
1080 and shall make such modifications as part of the Three-Year Public Education Plan (in
1081 accordance with Section 7.03.B). If the number of events listed in Attachment C increases
1082 during the Term above the number on the preliminary list on Attachment C, Contractor
1083 shall be entitled to receive compensation for the number of additional events provided
1084 service each Rate Year based on the Charges for additional events specified in
1085 Attachment Q. For other Venues and Community Events, Contractor may bill the Venue
1086 or Community Event organizer at the Agency-approved Charges for comparable On-Call
1087 Commercial Solid Waste and Organic Materials Collection Service. Recyclable Materials
1088 Collection service shall be provided at no additional cost to Community Events that
1089 subscribe to Solid Waste or Organic Materials Collection service.

1090 **5.09 ABANDONED WASTE CLEANUP COLLECTION SERVICE**

1091 **A. General.** Contractor shall provide abandoned waste cleanup Collection service to
1092 Agency as provided herein. Contractor shall schedule up to a maximum of thirty (30)
1093 abandoned waste Collection events per service day for the SBWMA Service Area.
1094 Contractor shall make every effort to collect abandoned waste within one (1) Business
1095 Day of being notified by Agency, SBWMA, Customer, or Contractor's vehicle drivers
1096 and route supervisors of the occurrence of abandoned waste or illegal dumping. Upon
1097 reaching the maximum thirty (30) events, Collection of abandoned waste event shall
1098 be scheduled and performed by Contractor on the next available service day. This
1099 service shall require Contractor to Collect abandoned or illegally dumped Solid
1100 Waste, Recyclable Materials, and Organic Materials. This service does not include
1101 Collection of litter or litter abatement activities.

1102 Contractor shall notify the SBWMA and Agency when the daily average number of
1103 events reaches twenty-five (25) events, where the daily average is calculated on a
1104 weekly basis. When this threshold occurs, Parties shall meet and confer to agree on
1105 a strategy for handling the volume of abandoned waste Collection events.

1106 **B. Materials to be Collected.** Contractor shall only be required to Collect abandoned
1107 waste materials of the types that Contractor is required to Collect under the On-Call
1108 Bulky Item Collection program, as specified in Section 5.05.D. Abandoned waste
1109 shall only be Collected by Contractor in public right of ways, and Contractor shall not
1110 be responsible for any Collection of abandoned waste materials that are on private
1111 properties or easements where ownership of properties are in question or shared.

1112 **C. Collection Protocols.** For abandoned Recyclable Materials, Organic Materials, and
1113 Solid Waste, Contractor shall dispatch its regular route drivers to provide Collection
1114 service. For Bulky Items, Contractor shall dispatch a Collection vehicle capable of
1115 Collecting the Bulky Items to provide the Collection service. For other items including,
1116 but not limited to, Hazardous Waste, Household Hazardous Waste, and Sharps,
1117 Contractor shall promptly notify Agency.

1118 **D. Processing.** All abandoned or illegally dumped materials Collected by Contractor
1119 shall be transported to Shoreway Recycling and Disposal Center for processing, with
1120 the exception of scrap metal, and all related diversion statistics shall be included in
1121 the appropriate reports to the Agency for all materials Collected. Contractor shall be
1122 allowed to transport scrap metal directly to a licensed scrap metal recycler.

1123 Contractor shall, to the greatest extent possible, deliver all reusable non-metal
1124 abandoned waste items to local non-profit organizations such as Society of St.
1125 Vincent de Paul and Goodwill Industries, or other organizations as directed by
1126 Agency.

1127 E. **Agency-Specific Reporting.** The Agency may request Contractor to interface with
1128 an Agency-specific web-based application for reporting completion of abandoned
1129 waste collections. In such case, Agency shall compensate Contractor on an annual
1130 basis for this additional effort at a rate to be mutually agreed by Agency and
1131 Contractor.

1132 **5.10 COATS FOR KIDS PROGRAM**

1133 If requested by Agency, Contractor shall implement a "Coats for Kids Program" annually
1134 at no additional cost to Customers and shall not bill Agency for such services. The program
1135 shall consist of Contractor's drivers collecting coats from Customers on their route over a
1136 one (1) to two (2) week period during the fall, as well as from Collection Containers placed
1137 by Contractor in various public locations specified by Agency, such as libraries, City Hall,
1138 and businesses. The coats collected through this program will be sorted and laundered
1139 by Contractor, and arrangements made by Contractor for distribution to a local non-profit
1140 organization, such as the Family Services Agency. Prior to the implementation of the
1141 program, Contractor shall present a detailed program plan to Agency for review and
1142 approval. All related diversion statistics shall be included in the appropriate reports to the
1143 Agency. Annually, no later than sixty (60) Days prior to the start of the program, Contractor
1144 shall notice Agency regarding the program start and end date.

1145
1146 The general scope of outreach that shall be conducted in order to properly promote the
1147 program shall include, but not be limited to promotion on websites, and distribution of
1148 media such as flyers and press releases.

1149 **5.11 COMPOST GIVE-AWAY**

1150 Contractor shall coordinate with the Agency to host "Bring Your Own Bucket" (BYOB)
1151 giveaway of compost to residents. Contractor shall take the lead in organizing the delivery
1152 of compost by Operator to either Shoreway Environmental Center (if Contractor is
1153 delivering compost in a Drop Box) or directly to the event (by Operator). The BYOB
1154 compost giveaway shall provide residents with free compost to enrich their gardens while
1155 also educating residents on the benefits of home composting. If included in the Three-
1156 Year Public Education Plan as a requirement, Contractor representatives shall be on hand
1157 to distribute Recycling guides and other educational material promoting waste reduction
1158 and Recycling. Contractor is required to deliver to Agency thirty (30) cubic yards of
1159 compost annually in one (1) or two (2) deliveries for the BYOB events and/or for use at
1160 Agency facilities and shall not bill Agency for such services. Agency shall schedule events
1161 as far in advance as possible. Contractor can only schedule up to four (4) events in any
1162 weekend and lead-time is needed to ensure adequate promotion of the event. The
1163 SBWMA will take the lead promoting the BYOB events. If Agency requests delivery of
1164 more than thirty (30) cubic yards of compost annually, Contractor shall provide the delivery
1165 and bill Agency the Charge specified in Attachment Q or Contractor shall be entitled to an
1166 increase in Contractor's Compensation for the Rate Year that the compost is delivered to
1167 Agency based on the Charge specified in Attachment Q.

1168 **5.12 RESERVED**

1169 **5.13 COMMUNITY DROP-OFF EVENTS**

1170 Upon request by Agency, Contractor shall hold drop-off events at a location selected by
1171 the Agency to allow Residential Customers to drop off acceptable materials. Acceptable
1172 materials, which shall be determined by the Agency, may include one or more of the
1173 following: E-Scrap, Universal Waste, Recyclable Materials, Organic Materials, and Solid
1174 Waste.

1175 A. General Requirements. Contractor shall promote, manage, staff, and operate drop-
1176 off event(s) for Residential Customers scheduled for one (1) weekend Day (i.e.,
1177 Saturday or Sunday) or two (2) consecutive weekend Days upon request from
1178 Agency.

1179 The Agency shall approve the date of the drop-off event and all advertisements or
1180 public announcements related to such event. Contractor shall promote the event by
1181 preparing Billing inserts to be included in each Customer's Bill and by advertising in
1182 a minimum of two local area newspapers as approved by the Agency.

1183 Contractor shall manage, staff, and supervise the event. Contractor shall provide
1184 traffic control and signage; inspect materials delivered to the event; separate
1185 materials; document each material type and quantity; transport Collected materials
1186 to reuse, processing, or Disposal locations; and clean up the location at the end of
1187 the event.

1188 Contractor shall not charge Customers delivering materials to the event.

1189 B. Accepted Materials. Customers may deliver and Contractor shall accept Major
1190 Appliances, Bulky Items, Source Separated Targeted Recyclable Materials, Source
1191 Separated Organic Materials, tires (i.e., four (4) per Customer, removed from rims,
1192 no commercial tires), clean unpainted wood, Construction and Demolition Debris,
1193 Universal Waste, E-Scrap, and Solid Waste. Contractor shall be allowed to reject:
1194 liquids or sludge; cement; dirt; asphalt; concrete; Hazardous Waste; or Infectious
1195 Waste. Contractor shall not establish a limit on the volume or weight of materials that
1196 a Customer may bring for Collection.

1197 C. Participants. Contractor shall verify Residents live in the Agency by reviewing a
1198 driver's license or utility bill.

1199 D. Event Hours. Contractor shall accept materials from Residential Customers over one
1200 (1) weekend Day (i.e., Saturday or Sunday) or two (2) consecutive weekend Days
1201 from 8:00 a.m. to 5:00 p.m.

1202 E. Recycling and Reuse. Contractor shall Collect materials in a manner that maximizes
1203 reuse, Recycling, composting, and diversion of materials from Disposal. Contractor
1204 shall make reasonable efforts to ensure that diversion goals are met or exceeded.
1205 Contractor shall separate Recyclable Materials and Organic Materials and transport
1206 such materials to the Designated Transfer and Processing Facility or an alternative
1207 processing site with advance authorization from Agency. Contractor shall coordinate
1208 with re-use vendor(s) to have a representative present at the drop-off event to accept
1209 donated clothes or other reusable items. Disposal of materials shall be the
1210 Contractor's last option.

1211 F. Handling Major Appliances. Major Appliances shall be reused, Recycled, or
1212 Disposed by Contractor in accordance with requirements of Applicable Law. Any
1213 changes to such regulations made after January 1, 2011 shall be addressed as
1214 though they are a Change in Law in accordance with Section 11.05.

1215 G. Scheduling Community Drop-Off Events. Upon request from Agency, Contractor
1216 shall promote, manage, staff, and operate community drop-off events described in
1217 this Section. If Agency exercises such right, it shall provide written notice to
1218 Contractor at least three (3) months before the first day of the requested drop-off
1219 event. Agency shall compensate Contractor for such service based on Contractor's
1220 Charge specified in Attachment Q.

1221 H. Confidential Document Destruction Service. If requested by Agency, Contractor shall
1222 provide confidential document destruction service at the drop off event(s). Contractor
1223 shall provide adequate equipment and staffing necessary for the event and shall
1224 ensure full destruction of confidential documents and other materials delivered by
1225 Customers at the site of the event. This service shall be provided by Contractor at
1226 no additional cost to Customers and shall not bill Agency for such services.

1227 **5.14 MIXED USE BUILDINGS**

1228 A. **General.** Contractor shall provide Solid Waste, Targeted Recyclable Materials, and
1229 Organic Materials Collection services to Mixed Use Building Customers in
1230 accordance with the requirements for provision of these services to Commercial
1231 Customers pursuant to Sections 5.02.C, 5.03.D, and 5.04.C. Contractor shall work
1232 cooperatively with the Owner or property manager of the Mixed Use Building to agree
1233 on the type and size of Containers to be provided and whether or not the Commercial
1234 and Residential portions of the Mixed Use Building will share service or have
1235 designated Containers for Collection.

1236 B. **Service Capacity.** For the Residential Premises of the Mixed-Use Buildings,
1237 Contractor shall provide no less than ninety-six (96) gallons per week of Solid Waste
1238 Container capacity per week for every five (5) Residential dwelling units. At a
1239 minimum, Contractor shall provide twenty (20) gallons per week of Container capacity
1240 for Single-Stream Targeted Recyclable Materials Collection for every Residential
1241 dwelling at the Mixed-Use Building.

1242 C. **Recycling Tote Bags.** Contractor shall provide the Residential Premises units of the
1243 Mixed Use Building with Recycling Tote Bags in accordance with the Multi-Family
1244 Recycling Tote Bags requirements pursuant to Section 5.03.C.2.

1245 D. **Household Battery and Cell Phone Collection.** Contractor shall provide the
1246 Residential Premises of the Mixed Use Building with Household Battery and Cell
1247 Phone Collection in accordance with the Multi-Family Household Battery and Cell
1248 Phone Collection service requirements pursuant to Section 5.03.C.3.

1249 E. **Bulky Item Collection.** Contractor shall provide the Residential Premises of the
1250 Mixed Use Building with two (2) annual On-Call Curbside Bulky Item Collection
1251 Service events per Mixed Use Building in accordance with the Multi-Family On-Call
1252 Bulky Item Collection service requirements pursuant to Section 5.05. Such service
1253 must be requested by the Owner or property manager.

1254 F. **Recycling Promotion.** Contractor shall provide the Residential Premises of the
1255 Mixed Use Building with the Recycling promotion services that are provided to Multi-

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

1284 6.01 TRANSPORTATION OF COLLECTED MATERIALS

1285 Contractor shall transport and deliver all Solid Waste, Source Separated Targeted
1286 Recyclable Materials, Used Motor Oil, Used Motor Oil Filters, Household Batteries, Cell
1287 Phones, Bulky Items, Abandoned Waste, and Organic Materials Collected under this
1288 Agreement to the Designated Transfer and Processing Facility. Once Collected materials
1289 are deposited by Contractor at the Designated Transfer and Processing Facility, such
1290 materials shall become the property of SBWMA or Operator. The Contractor is not
1291 responsible for providing processing services except as provided in Section 6.04.

1292 6.02 LIMITATIONS ON CONTAMINATION

- 1293 A. **General.** The Agency is required by the Act and other State legislation/regulations
1294 (such as, but not limited to, AB 341, AB 1594, AB 1826, SB 1061, and SB 1383) and
1295 its implementing regulations to divert a substantial portion of Solid Waste generated
1296 by residents, businesses, and institutions within its Service Area from Disposal at a
1297 landfill. In order to accomplish this, the Agency, through the SBWMA, has made a
1298 major investment in new recycling equipment and facilities at Shoreway Recycling
1299 and Disposal Center. In order for that equipment to operate efficiently, the amount of
1300 Contamination in loads of Recyclable Materials, Organic Materials, and Plant
1301 Materials delivered to Shoreway Recycling and Disposal Center must be limited to
1302 specific levels. Moreover, higher levels of Contamination can make processed
1303 Recyclable Materials unmarketable or substantially reduce the price that purchasers
1304 are willing to pay. The cost that the SBWMA must charge users of Shoreway
1305 Recycling and Disposal Center (including Agency) is directly affected by the amount
1306 of revenue generated by sales of Recyclable Materials processed by its Operator.
1307 Therefore, for both environmental and financial reasons, it is important that Contractor
1308 place a high priority on ensuring that Contamination in loads of Recyclable Materials,
1309 Plant Materials, and Organic Materials delivered to Shoreway Recycling and Disposal
1310 Center is minimized. Contractor shall work collaboratively with Agency and SBWMA
1311 to accomplish this and will implement the specific measures described in this Section
1312 and Section 6.03.
- 1313 B. **Contamination Levels.** The maximum Contamination Levels for each category of
1314 Recyclable Materials, Plant Materials, and Organic Materials are specified in Table
1315 1.

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

1316 If two (2) or more loads from the same route are brought to Shoreway Recycling and
1317 Disposal Center in a given month with Contamination Levels greater than those
1318 specified in Table 1, Contractor shall visually inspect materials at the point of
1319 Collection on that route to identify the source of the Contamination. If the source can
1320 be identified, Contractor shall follow up with the Customer(s) that need further
1321 assistance to reduce Contamination and to resolve the Contamination issue. At any
1322 time, the SBWMA may request for the sampling of a load of materials.

1323 **C. Inspecting for Excessive Contamination in Single Loads**

1324 The Operator will inspect loads of materials delivered to Shoreway Recycling and
1325 Disposal Center. The Operator may set aside for sampling a load of material that
1326 appears to exceed the Contamination Levels in Table 1.

1327 When setting aside a load for sampling, the Operator will document the truck number,
1328 the date and time of delivery, and will take a photograph of the load. The methodology
1329 for sampling of single loads is set forth in Attachment E.

1330 If an entire load is sorted to determine Contamination, as contemplated by
1331 subsections D and E below, then Contractor or its representative shall have the right
1332 to be present at, observe, and photograph and video all aspects of the sort.

1333 **D. Supplemental Processing Fee for Excessive Contamination in Salvageable**
1334 **Single Loads**

1335 If a load of materials is determined based on (1) sorting of the entire load, or (2)
1336 sample testing pursuant to Section 6.02.C to contain Contamination in excess of the
1337 levels specified in Table 1, but is determined by the SBWMA to be salvageable,
1338 Contractor shall be required to pay SBWMA a supplemental processing fee of \$25.00
1339 per Ton for the load.

1340 The supplemental processing fees shall be adjusted annually by the Annual Index
1341 Change in CPI-U in the same manner described in Attachment K.

1342 **E. Payment of Transfer, Transportation, and Disposal of Unsalvageable Single**
1343 **Loads**

1344 If a load of materials is determined based on (1) sorting of the entire load, or (2)
1345 sample testing pursuant to Section 6.02.C to contain Contamination in excess of
1346 the levels specified in Table 1, and is determined by SBWMA to be unsalvageable,
1347 Contractor shall reimburse SBWMA for the cost of transfer, transportation, and
1348 Disposal of the load, which shall be calculated as the weight of the load multiplied
1349 by the then-current per-Ton fee for transfer, transport, and Disposal pursuant to the
1350 agreement between the SBWMA and Operator.

1351 **6.03 CONTRACTOR METHODS OF CONTROLLING CONTAMINATION**

1352 **A. General.** Contractor shall assist in controlling Contamination Levels by helping to
1353 educate Customers on acceptable and non-acceptable materials, by monitoring the
1354 contents of Collection Containers and by refusing to Collect Containers of Targeted
1355 Recyclable Materials, Plant Materials, and Organic Materials that appear to exceed
1356 the maximum Contamination Levels in Section 6.02 Table 1, all as and to the extent
1357 set forth in this Section 6.03.

1358 Drivers that dismount from Collection vehicles in order to empty Containers shall lift
1359 the Container lid and observe the contents. If Contamination appears to be present

1360 in excess of the applicable maximum Contamination Level, the driver will not empty
1361 the Container, but will instead affix a "non-collection notice." The non-collection
1362 notice shall (i) inform the Customer of the reason(s) for non-collection, (ii) include the
1363 date and time the notice was left, and (iii) describe the premium Charge to Customer
1364 for Contractor to return and Collect the Container after Customer removes the
1365 Contamination. The driver shall document the non-collection event and a customer
1366 service representative shall update the Customer's computerized account record to
1367 note the event. Upon request from Customer, Contractor shall Collect Containers
1368 that received non-collection notices within one (1) Business Day of Customer's
1369 request if the request is made at least two (2) Business Days prior to the regularly
1370 scheduled Collection Day. Contractor shall bill Customer for the extra Collection
1371 service event ("extra pick-up") at the Agency-set Charges specified in Attachment Q
1372 only if Contractor notifies Customer of the premium Charge for this service at the time
1373 the request is made by Customer.

1374 Drivers providing automated Collection service shall observe, via the hopper video
1375 camera and monitor system, the contents of the Containers as it is being emptied into
1376 the vehicle. If the driver observes Contamination in excess of the applicable
1377 maximum Contamination Level, the driver shall affix a "courtesy notice" to the emptied
1378 Container. The courtesy notice shall (i) inform the Customer of the observed presence
1379 of unacceptable levels of Contamination, (ii) include the date and time the notice was
1380 left, (iii) describe the premium charge to Customer for Contractor to return and Collect
1381 Contaminated Containers after Customer removes the Contamination. The next day
1382 on which that Customer is to receive service, the driver shall dismount the Collection
1383 vehicle, lift the lid of the Container, and visually inspect the contents. If the driver
1384 determines that the Container again contains excess Contamination, the Container
1385 shall not be Collected. Instead, the driver will record the non-collection event in the
1386 on-board computer system and shall affix a non-collection notice to the Container.

1387 If a driver observes Hazardous Materials in an uncollected Container, the driver shall
1388 record that observation in the on-board computer system and also inform the route
1389 supervisor. The route supervisor shall investigate and initiate applicable action within
1390 one (1) Business Day.

1391 Whenever a Container at a Commercial or a Multi-Family Dwelling Complex
1392 Customer is not Collected, Contractor shall contact the Customer on the scheduled
1393 Collection Day by telephone to explain why the Container was not Collected.
1394 Whenever a Container is not Collected because of excess Contamination, a customer
1395 service representative shall contact the Customer to discuss, and encourage the
1396 Customer to adopt, proper materials-preparation and separation procedures.

1397 **B. Periodic Route Audits.** Contractor shall conduct a route audit of any route from
1398 which two (2) or more loads are found to exceed the applicable maximum
1399 Contamination Levels set forth in Section 6.02 Table 1 during any thirty (30) day
1400 period, as well as any other route whose loads consistently exceed the maximum
1401 Contamination Levels.

1402 When a route is identified as requiring a route audit, Contractor will provide a route
1403 auditor to precede the Collection vehicle and physically examine the contents of each
1404 Container or Cart prior to emptying. The route auditor shall affix non-collection
1405 notices to at least ninety percent (90%) of all Containers that contain Contamination
1406 in excess of applicable maximum Contamination Levels.

1407 Contractor shall submit a monthly route audit report within five (5) Business Days
1408 after the end of each route audit that has been conducted during the previous month.
1409 The report shall describe in detail Contractor's conduct of the audit, as well as the
1410 public education and outreach activities that it employed to encourage and facilitate
1411 changes in Customer behavior that will reduce Customers discarding Contamination
1412 in Containers designated for Recyclable Materials or Organic Materials.
1413 The audit of a route shall continue for a period of four (4) consecutive weeks after the
1414 route has been identified as requiring an audit under the first paragraph of this Section
1415 6.03.B.

1416 **6.04 PROCESSING OF OTHER MATERIALS**

1417 Upon request by Agency, and with the prior approval of SBWMA, the Contractor shall be
1418 responsible for, or shall arrange for, processing, Recycling, and/or reuse of Bulky Items,
1419 Major Appliances, and Specialty Recyclable or Reusable Materials (excluding
1420 Construction and Demolition Debris) Collected pursuant to this Agreement. If Agency
1421 determines a need for processing of other materials, changes can be made as described
1422 in Section 15.12.

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**ARTICLE 7
OTHER SERVICES**

1425 **7.01 CUSTOMER BILLING**

1426 A. **Billing.** Agency shall be responsible for Billing Single-Family Customers the base
1427 monthly Rate for services provided by Contractor through the County of San Mateo
1428 property tax collection system. Contractor shall be responsible for Billing Single-
1429 Family Customers for the cost of services provided by Contractor to each individual
1430 Customer exceeding the base monthly Rate collected by Agency. Contractor shall be
1431 responsible for Billing Commercial and Multi-Family Dwelling Customers.

1432 1. **Frequency.** Contractor shall Bill Single-Family Customers quarterly in amounts
1433 equal to the Agency-set Rates and Charges for services provided (in excess of
1434 the base monthly Rate) for a three (3) month period (i.e., using a quarterly
1435 format), unless the Agency requests a more frequent Billing interval in which
1436 case the Contractor shall be entitled to a reasonable adjustment in its
1437 compensation related to the additional costs for the Agency-directed change in
1438 Billing frequency. Contractor shall issue Single-Family Residential Bills three (3)
1439 months in advance in a manner such that one-third (1/3) of SFD Customers are
1440 Billed each month. Contractor shall bill Multi-Family Dwelling and Commercial
1441 Customers monthly in arrears in the amount equal to Customers' subscribed
1442 Rates and Charges for service for a one (1) month period. All deductions for
1443 services paid for on property tax bill shall be noted on all customer statements.

1444 2. **Automated Billing and Payment.** In an effort to reduce paper waste, Contractor
1445 shall make available to all Customers an automated Billing and payment system.
1446 This system should be website-based and allow Customers to view and pay Bills
1447 through Contractor's website. Through the Contractor's website, Customers
1448 may request to cease paper Billing and receive all Bills through e-mail and/or
1449 Contractor's website. Contractor shall ensure that the electronic Billing and
1450 payment website conforms to industry-standard practices for electronic
1451 commerce security. However, Contractor shall ensure that these Customers are
1452 compiled in a list to ensure that Billing inserts are mailed directly.

1453 3. **Bill Format.** Contractor shall Bill Customers using a Bill format (i.e., post-card
1454 Billing format or conventional envelope/insert) approved by the Agency, if
1455 Customer does not opt-out by requesting use of the automated Billing and
1456 payment system. Contractor shall promote the website-based Billing and
1457 payment system on all paper Bills sent to Customers. Agency shall have the
1458 right to revise the Billing format (e.g., size, font, frequency, etc.) and to itemize
1459 certain charges and to review the Billing procedures. Contractor shall be
1460 compensated for any cost increases that result from the Agency-directed change
1461 to the Billing format.

1462 4. **Records.** Contractor shall maintain, for inspection by the Agency, copies of
1463 Customer Billings and receipts, in chronological order, for a period of five (5)
1464 years after the date of service. Contractor shall maintain those records in
1465 electronic format. SBWMA and Agency staff or representatives shall be given
1466 access to such records upon one (1) Business Day notice.

- 1467 Agency shall be allowed to access and review Contractor's Billing systems on
1468 an appointment basis and such access shall not be unreasonably withheld by
1469 Contractor.
- 1470 5. Rates. Agency shall establish, by resolution or ordinance, Rates for the types of
1471 service provided as described in Section 11.07 or elsewhere in this Agreement.
1472 Contractor shall Bill and collect those Agency-set Rates.
- 1473 6. Service Stops. Contractor shall allow Customers to suspend service and
1474 Billings when the Premises are unoccupied, but only with prior written approval
1475 from Agency. Subject to Agency's approval, Single-Family Residential
1476 Customers may suspend service for a minimum of one (1) Service Day on a
1477 maximum of three (3) occasions each Rate Year, and Commercial Customers
1478 may suspend service for a minimum of two (2) Service Days on a maximum of
1479 six (6) occasions each Rate Year. The Billings for both Residential and
1480 Commercial Customers shall be prorated by Contractor in accordance with
1481 Customer's requests to suspend service, when authorized by the Agency.
- 1482 B. Delinquent Payment. Residential Customers shall be considered delinquent sixty
1483 (60) Days after start of the quarter in which the services are provided, and Multi-
1484 Family Dwelling and Commercial Customers shall be considered delinquent thirty
1485 (30) Days after payment is due. Contractor shall address the issue of delinquent
1486 payment as specified in Attachment H.
- 1487 C. Local Office. Contractor shall maintain a local office in the Shoreway Environmental
1488 Center, located at 225 Shoreway Road, San Carlos, California, for acceptance of in-
1489 person payment of bills. If office space at Shoreway Environmental Center becomes
1490 unavailable for the Contractor's use, Contractor shall establish a local office in the
1491 SBWMA Service Area. Such a change shall be considered an Agency-directed
1492 change in scope and handled in accordance with provisions in Section 15.12. At the
1493 local office, Contractor shall accept as payment personal checks, money orders,
1494 cashiers' checks, and credit cards. The local office shall be open for business from
1495 8:00 a.m. until 5:00 p.m. Monday through Friday, exclusive of Holidays specified in
1496 Attachment A for the local office.
- 1497 D. Contractor Revenue Collection. Contractor shall collect revenue for services
1498 described herein on behalf of the Agency. Revenues collected on behalf of the
1499 Agency or SBWMA shall be handled as described in Article 11 of this Agreement.
- 1500 E. Review of Billings. Contractor shall review its Billings to Customers, issued
1501 pursuant to Section 7.01.A. The purpose of the review is to determine that the amount
1502 which Contractor is Billing each Customer is correct in terms of the level of service
1503 (i.e., frequency of Collection, size of Container, location of Container) being provided
1504 to such Customer by Contractor. Contractor shall review Customer accounts not less
1505 than once every three (3) calendar years for each Commercial, Multi-Family Dwelling,
1506 and SFD Customer, unless Agency directs Contractor to do so more frequently.
1507 Contractor shall submit to Agency a written report of the status of its review annually
1508 no later than forty-five (45) Days after the end of each calendar year. The intent of
1509 this Section is for Agency to receive reports on an annual basis for one-third (1/3) of
1510 all Customer accounts, and for all Customer accounts to be reviewed every third year
1511 of the Agreement. The scope of the review and the reviewer's work plan shall be
1512 submitted to Agency for approval no later than six (6) months before the submission
1513 of the first report.

1514 F. **Agency or SBWMA Billing Review.** Contractor acknowledges that Agency or
 1515 SBWMA may perform, or cause to be performed, Billing reviews periodically.
 1516 Contractor agrees to participate and cooperate with SBWMA and Agency and its
 1517 agents to accomplish these reviews and conduct any data collection and report
 1518 preparation that may be requested. The Contractor's full cooperation with these
 1519 reviews may include, but is not limited to: (i) allowing Agency or SBWMA staff or
 1520 consultants to ride along with drivers in Collection vehicles during daily Collection
 1521 operations; (ii) providing for interviews of personnel at all levels, with or without
 1522 management oversight; (iii) providing reporting related to franchised operations
 1523 available through Contractor's automated systems; and, (iv) adjusting routing, public
 1524 information, outreach, or program availability based upon the recommendations of
 1525 the audit, if approved by the SBWMA or Agency.

1526 G. **Privacy of Customer Information.** Contractor shall not distribute or sell Customer,
 1527 Owner, or Occupant information such as names, addresses, and telephone numbers
 1528 to other Persons with the exception of distribution to the Agency, SBWMA, or its
 1529 agents for reporting and contract compliance purposes and distribution to
 1530 Contractor's Billing agent (if Contractor uses a Related Party Entity or Subcontractor
 1531 for Billing purposes).

1532 **7.02 CUSTOMER SERVICE**

1533 Contractor is responsible for ensuring that all staff and Customer service representatives
 1534 (CSR) maintain a professional and courteous demeanor when in contact with Agency,
 1535 SBWMA, and the public. Contractor shall be responsible for all employee interactions with
 1536 Customers, SBWMA, and Agency staff. Contractor is required to ensure that its
 1537 Customers are consistently treated courteously and are presented with timely, responsive,
 1538 and thorough solutions to problems and requests for information. Contractor shall meet
 1539 monthly to discuss compliance with the Customer service standards described herein if
 1540 requested by Agency.

1541 **A. Local Office**

1542 Contractor shall operate a local office at the Shoreway Environmental Center, located
 1543 at 225 Shoreway Road, San Carlos. If office space at Shoreway Environmental
 1544 Center becomes unavailable for the Contractor's use, Contractor shall establish a
 1545 local office in the SBWMA Service Area. Such a change shall be considered an
 1546 Agency-directed change in scope and handled in accordance with provisions in
 1547 Section 15.12. Contractor's office hours shall be, at a minimum, from 8:00 a.m. to
 1548 5:00 p.m., Monday through Friday, exclusive of Holidays specified in Attachment A
 1549 for the local office. Contractor shall be responsible for ensuring that a qualified
 1550 representative is available at a local office within the SBWMA Service Area during
 1551 office hours to communicate with the public and accept Bill payments from
 1552 Customers. Contractor shall offer bi-lingual Customer service at the local office by
 1553 employing CSRs with English and Spanish language capabilities. The local office
 1554 and Customer service telephone number(s) shall either be a local or toll free call.

1555 Contractor's telephone system shall adequately handle the volume of calls typically
 1556 experienced on the busiest days. Contractor shall have a company representative,
 1557 an answering service, or voice-mail system available for calls received during non-
 1558 business hours and Holidays specified in Attachment A for the local office.

1559 Contractor shall employ sufficient Customer service staff and management practices
1560 to ensure that the Average Speed of Answer is equal to or less than thirty (30)
1561 seconds and the maximum Hold Time is ninety (90) seconds or less.

1562 Contractor shall be required to track all informational requests so that appropriate
1563 public outreach materials can be designed to target commonly asked questions.
1564 Contractor shall be responsible for promoting use of the Contractor's website for
1565 scheduling of On-Call Collection Service events and obtaining answers related to
1566 common informational requests through: (i) public education and promotion
1567 materials; and, (ii) a recorded message Customers will hear while on-hold with the
1568 Customer service department.

1569 Contractor shall maintain and publicize an e-mail address whereby Customers can
1570 communicate with the Contractor's Customer service staff. Contractor shall monitor
1571 the email at least once per Business Day, and ensure that a twenty-four (24) hour
1572 response time is maintained.

1573 **B. Customer Service Call Center and Staffing**

1574 Contractor is required to operate a Customer service call center that will serve as the
1575 primary telephone point of contact and information for all services. The Customer
1576 service call center hotline is required to be staffed live during regular business hours
1577 (i.e., Monday through Friday 8:00 a.m. to 5:00 p.m.) by sixteen (16) Customer service
1578 representatives (includes one (1) receptionist who performs Customer service
1579 activities). In addition, the Customer service call center shall offer multi-lingual
1580 Customer service by employing a minimum of two (2) bilingual Customer service
1581 representatives with English and Spanish language capabilities, and contracting with
1582 a service to provide bilingual capacity for other languages including Cantonese,
1583 Mandarin, and Vietnamese. Contractor shall provide immediate access to interpreters
1584 for over one-hundred and seventy-five (175) languages through the use of Language
1585 Line service, or a similar service.

1586 **C. Website**

1587 Contractor shall maintain and publicize an up-to-date website whereby Customers
1588 can conduct business with Contractor in both English and Spanish. Contractor is
1589 required to update the website monthly, and more frequently if necessary. At a
1590 minimum, the website shall:

- 1591 1. Allow Customers to view and pay Bills issued by Contractor, as required in
1592 Section 7.01;
- 1593 2. Allow Customers to schedule services including On-Call Service events, On-Call
1594 Bulky Item Collections, extra Collections, service changes, temporary Drop Box
1595 service, service terminations, and service stops;
- 1596 3. Provide answers to frequently asked questions including: proper Container set-
1597 out instructions; list of acceptable Recyclable and Organic Materials; Collection
1598 Days (in response to Customer input of service address); Billing issues,
1599 Customer service telephone and e-mail contact information; and the Designated
1600 Transfer and Processing Site hours, directions, and acceptable materials;
- 1601 4. Provide complete list of Agency-set Rates and Charges for all Customers;

- 1602 5. Allow Customers to file Complaints and receive from Contractor e-mail
- 1603 responses to Complaints;
- 1604 6. Provide a link to enable Customers to email Contractor; and,
- 1605 7. Maintain and produce visitor logs and reporting including website and individual
- 1606 page visitation, number of web-based Bill payments per month, number of
- 1607 website-submitted Complaints per month, and individual and summary
- 1608 Customer Complaint and resolution reporting.

D. Customer Information System Requirements

1610 Contractor is required to use a Customer information system with software

1611 applications capable of documenting all correspondence and conversations,

1612 pertaining to the services specified herein, between Contractor, Customers,

1613 Occupants, Agency, and SBWMA. The system shall include, at a minimum, the

1614 following data fields:

- 1615 1. Date and time of Customer correspondence or contact with Contractor (e.g.,
- 1616 phone call, email)
- 1617 2. Date and time response was provided
- 1618 3. Date and time resolution was provided
- 1619 4. Customer's name and contact information (multiple phone numbers and email
- 1620 addresses)
- 1621 5. Account address
- 1622 6. Service address,
- 1623 7. Occupant address
- 1624 8. Service location information including:
 - 1625 a. Number of units
 - 1626 b. Number, size, and type of Solid Waste, Organic Materials, and Targeted
 - 1627 Recyclable Materials Containers
 - 1628 c. Collection Service Day
 - 1629 d. Route number
 - 1630 e. Backyard service status
 - 1631 f. Special Handling Service status
 - 1632 g. Bulky Item Collection history (e.g., number of annual services performed,
 - 1633 date requested, date provided)
- 1634 9. Service issue, Complaint, or Inquiry
- 1635 10. Time frame stipulated for Contractor to resolve issue
- 1636 11. Description of Contractor's resolution of service issue or Complaint, or response
- 1637 to Inquiry
- 1638 12. Date and time that Contractor's resolution took place
- 1639 13. CSR or Contractor's employee identification code of employee inputting the
- 1640 Complaint or Inquiry
- 1641 14. CSR or Contractor's employee identification code of employee inputting the
- 1642 resolution
- 1643 15. Parcel numbers provided by City.

- 1644 The system shall be capable of:
- 1645 1. Providing real-time access to complete Customer contact history from the
 - 1646 1646 commencement of service in 2011;
 - 1647 2. Providing Agency and SBWMA the capacity to submit work orders (e.g.,
 - 1648 specifying the Inquiry, Complaint, or request for service) electronically directly to
 - 1649 Contractor using Contractor's web-based software;
 - 1650 3. Documenting non-Collection events including problem description and
 - 1651 resolution;
 - 1652 4. Tracking non-Collection events necessary to fulfill the requirements in Section
 - 1653 8.02(F); and,
 - 1654 5. Fulfilling Customer service reporting requirements as specified in Article 9.
- 1655 E. **Monthly Meetings with Agency.** If requested, Contractor shall meet monthly with
- 1656 Agency to discuss compliance with the Customer service standards specified in this
- 1657 Section 7.02, Attachment I (Performance Incentives and Disincentives), and
- 1658 Attachment J (Liquidated Damages).
- 1659 F. **Quality Assurance Program.** Each month Contractor's Customer service
- 1660 representatives shall contact by telephone a minimum of two hundred (200)
- 1661 Customers within the SBWMA Service Area to inquire about the quality of their
- 1662 Customer service experience when interacting with the Contractor's Customer
- 1663 service center. The Customers contacted shall be (i) representative of different
- 1664 Service Sectors, (ii) distributed among Member Agencies, and (iii) selected from
- 1665 among Customers that have recently contacted the Contractor via phone and spoke
- 1666 live with a Customer service representative. The Customers contacted each day shall
- 1667 be randomly selected from the pool of Customers that contacted the Contractor the
- 1668 prior Business Day and such calls shall be evenly distributed (e.g., approximately 12
- 1669 to 13 calls per Business Day) throughout the month with some exceptions as follows:
- 1670 calls will be made during non-peak call volume days (i.e., 2nd, 3rd, and 4th weeks after
- 1671 billing); and no calls will be made immediately after a holiday. When placing the calls,
- 1672 the Contractor will use a standardized survey that will be completed during the phone
- 1673 interview of the Customer. If a message is left with the Customer, the message left
- 1674 by the Contractor shall direct the Customer to complete an online survey. Both survey
- 1675 instruments (for phone interviews and online survey) shall have similar questions and
- 1676 be subject to approval by the SBWMA. Contractor employees placing the calls shall
- 1677 not be the same employee that spoke to the Customer the prior Business Day;
- 1678 Contractor employees shall be calling Customers that another employee spoke to the
- 1679 prior Business Day. Customer service representatives shall ask about (i) Customers'
- 1680 satisfaction with Solid Waste, Recyclable Materials, Organic Materials, and Bulky
- 1681 Item Collection services, (ii) Customers' satisfaction of the Customer service
- 1682 experience when interacting with the Contractor's Customer service department,
- 1683 and, (iii) Customer's suggestions for opportunities to improve service. The quality
- 1684 assurance program reporting requirements are specified in subsection 9.05.G.
- 1685 G. **Preprogrammed Call Transfer.** Contractor shall maintain the ability to provide
- 1686 preprogrammed call transfer service to Agency. With this communications feature in
- 1687 place, when a Customer calls Contractor about an issue or concern that pertains to
- 1688 Agency but is not related to Collection services provided by Contractor, Contractor

1689 shall immediately transfer the phone call to the offices of Agency through a dedicated
1690 telephone line designated by Agency.

1691 H. **Customer Service Operations Plan.** Contractor shall annually submit its Customer
1692 service operations plan. The Customer service operations plan shall describe how
1693 Contractor uses its customer relationship management system, linked to on-board
1694 GPS tracking system, to share real-time information between Customers, drivers,
1695 customer service representatives, managers, and SBWMA and Agency staff. The
1696 plan will provide details on how Contractor automatically detects and records
1697 information on each Customer pickup, real-time transmission of service extras,
1698 blocked cars, safety notes, and exceptions to service.

1699 **7.03 PUBLIC EDUCATION AND PROMOTION**

1700 Contractor and Agency agree that all public education activities will be a collaborative
1701 effort among the SBWMA, Agency, and Contractor. Contractor shall be responsible for
1702 ensuring that its Customers consistently receive a high level of service and
1703 responsiveness.

1704 A. **General.** Contractor acknowledges and agrees that education and public awareness
1705 are critical and essential elements of any effort to achieve diversion. Contractor shall
1706 educate Residential and Commercial Customers on the following: (i) the benefits of
1707 source reduction, reuse, Recycling, and Composting and related program
1708 opportunities; (ii) proper handling of Hazardous Waste; (iii) specific services offered
1709 by the Contractor; and (iv) Rates for Collection services. The public education
1710 program shall include distribution of public education materials when Collection
1711 services are changed during the Term; and when new Collection services are
1712 implemented during the Term. In addition, the public education program shall include
1713 on-going education activities throughout the Term. Educational materials that
1714 SBWMA will pay for, produce and jointly distribute, shall include, but not be limited to,
1715 those listed in Section 7.03(D).

1716 B. **Three-Year Public Education and Recycling Technical Assistance Plan.** The
1717 SBWMA, Member Agencies, and Contractor shall cooperate to prepare a joint Public
1718 Education and Recycling Technical Assistance Plan every three (3) years (Three-
1719 Year Plan). The Three-Year Plan will be an SBWMA-wide plan; therefore, separate
1720 plans will not be prepared for each Member Agency. Generally, the Three-Year Plan
1721 will focus on coordinating public education and recycling technical assistance efforts
1722 and making efficient use of each Party's available resources in those areas. In the
1723 case of Contractor, the process may result in modifying Contractor's activities through
1724 a reallocation of Waste Zero Specialists' staff time and public education and outreach
1725 resources, to the extent they can be reallocated without causing the Contractor to
1726 default in performance of its expressed obligations under this Agreement.

1727 The Parties shall cooperate to finalize the Three-Year Plan on or before January 1 of
1728 Rate Years Eleven (2021), Fourteen (2024), Seventeen (2027), Twenty (2030),
1729 Twenty-three (2033) and, if the Term is so extended, Twenty-six (2036) and Twenty-
1730 nine (2039). SBWMA and Contractor shall jointly develop a schedule for preparation
1731 of the Plan, which shall involve the following elements:

1732 1. **Public Education Plan.** Working collaboratively with the Contractor, SBWMA will
1733 develop, and the Contractor shall review, the first section of the Three-Year Plan,
1734 which shall include a detailed list of public education activities to be undertaken

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

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

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

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

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

1781 The public education materials shall emphasize use of visual/graphic images as much
1782 as practical. Furthermore, the materials shall include a clear listing of program
1783 participation parameters and targeted materials.

1784 All public education materials shall be printed on paper containing the highest levels
1785 of recycled-content material reasonably practical.

1786 The SBWMA shall develop a multi-lingual approach to preparing all public education
1787 materials, and all public education materials shall be provided in both English and
1788 Spanish.

1789 **D. SBWMA and Agency Responsibilities**

1790 SBWMA shall take primary responsibility for implementation of the public education
1791 and outreach campaign that will be used to announce changes in Collection services.
1792 Development of the public education and promotion strategy and implementation
1793 schedule will be a collaborative process among Contractor, SBWMA, and Agency.

1794 The SBWMA and Agency's responsibilities with regard to public education and
1795 promotion activities shall include, but not be limited to, the following:

- 1796 1. Provision of public education to SFD, MFD, Commercial, and Agency Facility
1797 Customers with a broad focus on waste prevention, reuse, and Recycling.
- 1798 2. Preparation and distribution of newsletters for all SFD and MFD Occupants, at
1799 frequency determined by SBWMA or Agency.
- 1800 3. Preparation and distribution of Multi-Family Dwelling toolkits for MFD complex
1801 Owners and managers.
- 1802 4. Purchase of desk-side and other interior Targeted Recyclable Materials and
1803 Organic Materials receptacles for Commercial Customers.
- 1804 5. Purchase of Recycling Tote-Bags for distribution to MFD complexes.
- 1805 6. Preparation and distribution of an electronic newsletter for the Commercial sector
1806 and MFD complex managers.
- 1807 7. Preparation and provision of outreach materials to schools.
- 1808 8. Development and maintenance of SBWMA website.
- 1809 9. Production of decals for Used Motor Oil jugs.
- 1810 10. Production of Household Battery and Cell Phone Recycling bags.
- 1811 11. Each Rate Year, SBWMA shall develop and produce the following Bill inserts (for
1812 distribution by Contractor):
 - 1813 a. Annual On-Call Collection Services Collection notice (one (1) SFD Solid
1814 Waste Bill insert).
 - 1815 b. Annual Holiday Tree Recycling notice (separate for SFD and MFD - two
1816 (2) Solid Waste Bill inserts).
 - 1817 c. Annual "Reduce Holiday Packaging" notice (one (1) SFD and MFD Solid
1818 Waste Bill insert).
 - 1819 d. Twice annual compost giveaway notice (two (2) SFD and MFD Solid
1820 Waste Bill inserts).
 - 1821 e. Twice annual Commercial Recycling notice (two (2) Commercial Solid
1822 Waste Bill inserts).

- 1823 f. Annual Commercial Recycling awards notice (one (1) Commercial Solid
1824 Waste Bill insert).
- 1825 12. If Agency or SBWMA requests distribution of additional Bill inserts, SBWMA or
1826 Agency shall develop and produce the Bill inserts.
- 1827 13. Prepare and manage press releases.
- 1828 E. **Contractor Responsibilities.** Contractor will be required to provide the following
1829 services:
- 1830
- 1831 1. Actively collaborate with Agency and SBWMA on the public education strategy
1832 and development of materials.
- 1833 2. Distribute public education and promotion materials to new Customers during
1834 the Term.
- 1835 3. Provide public education door hangers, posters, and other promotional materials
1836 to Multi-Family Dwelling Customers during the Term.
- 1837 4. Deliver Recycling Tote-Bags to MFD complexes.
- 1838 5. Deliver desk-side and other interior Targeted Recyclable Materials and Organic
1839 Materials receptacles for Commercial Customers and Agency Facilities.
- 1840 6. Produce and deliver non-collection notices, in both English and Spanish. The
1841 format and content of the non-collection notices must be approved in advance
1842 by Agency and SBWMA.
- 1843 7. Affix Used Motor Oil Recycling decals to jugs for inclusion in Used Motor Oil
1844 Recycling kits.
- 1845 8. Assemble and deliver Used Motor Oil Recycling kits upon request from SFD
1846 Customers. Kits must be provided to Customer within five (5) Business Days of
1847 Customer request.
- 1848 9. If approved by Agency, deliver Household Battery and Cell Phone Recycling
1849 bags upon request from Customers. Bags must be provided to Customer within
1850 five (5) Business Days of Customer request.
- 1851 10. Staff a booth at local public events and distribute promotional and educational
1852 materials.
- 1853 11. Coordinate with SBWMA regarding SBWMA student tours at Shoreway
1854 Environmental Center; make classroom presentations upon request; provide
1855 school activities for students about the 4Rs.
- 1856 12. Conduct presentations at community meetings, service clubs, senior centers,
1857 and neighborhood associations.
- 1858 13. Promote recycling and organics Collection programs on the sides of Collection
1859 and route supervisors' vehicles. These advertising campaigns must be approved
1860 in advance by Agency and SBWMA.
- 1861 14. Each Rate Year insert with its Bills, up to twelve (12) Solid Waste Bill inserts
1862 produced by SBWMA or Agency. A total of nine (9) Bill inserts are specified in
1863 subsection D above.
- 1864 15. If Agency has specified a post card Bill format, the notices described as "Bill
1865 inserts" shall be separately mailed by Contractor. In addition, if Bills (in whatever
1866 format) are mailed at intervals that do not accommodate the timely distribution of
1867 the specified notices, notices shall be separately mailed as necessary by

1868 Contractor. Agency shall reimburse Contractor for any postage fees paid by
1869 Contractor to conduct such separate mailings.

1870 16. Contractor's outreach and education material shall place a strong emphasis on
1871 Recycling and reuse, encouraging Customers to take advantage of donation
1872 opportunities offered by local non-profit organizations such as the Society of St.
1873 Vincent de Paul, Goodwill Industries, and the Salvation Army. In addition,
1874 Contractor shall promote other resources for reuse, such as the Freecycle
1875 Network™, an online resource for the free and local exchange of goods, the
1876 Resource Area for Teachers (RAFT), local schools, and other community
1877 organizations that are in need of reusable goods.

1878 17. Upon request by Agency, Contractor shall promote its services to Customers
1879 using Agency's email distribution list or an email distribution list authorized by
1880 Agency.

1881 18. As appropriate, Contractor shall request SBWMA or Agency to issue press
1882 releases related to programs, and, upon request, provide draft content for such
1883 press releases.

1884 F. **Reserved**

1885 G. **Meeting Requirements**

1886 Upon request from Agency or SBWMA, the general manager or his/her designee is
1887 required to meet quarterly, and more frequently if necessary, with Agency and/or
1888 SBWMA staff to review public education and promotion activities. In addition, the
1889 general manager or his/her designee shall be required to represent Contractor at all
1890 monthly SBWMA Board of Director meetings.

1891 H. **Agency Rights**

1892 Contractor acknowledges that the public education and promotion activities listed are
1893 critical to the success of Agency's diversion performance relative to the Act and other
1894 State legislation/regulations (such as, but not limited to, AB 341, AB 1594, AB 1826,
1895 SB 1061, and SB 1383). As such, Contractor acknowledges Agency's rights to the
1896 following:

1897 1. Contractor shall make available to Agency and SBWMA all public educational
1898 materials used by Contractor, which Agency and SBWMA shall approve prior to
1899 their use;

1900 2. Agency and SBWMA shall retain the right to modify, expand, or reduce the
1901 minimum public education requirements;

1902 3. Agency may require Contractor to work with a public education consultant
1903 selected by Agency or the SBWMA;

1904 4. Agency may perform, or request that the SBWMA perform on its behalf, the
1905 public education efforts assigned to the Contractor; and,

1906 5. Agency or SBWMA may provide additional, supplemental public education
1907 materials as it deems appropriate.

1908 I. **Reporting Requirements**

1909 Contractor shall prepare and submit reports related to its public education activities
1910 as provided in Article 9.

1911 J. **Service Notice**

1912 Contractor shall periodically prepare and distribute to each Customer a notice listing
1913 Agency-set Rates for standard Collection services, Agency-set Charges for other
1914 services, annual Holiday Collection Schedule, and a general summary of services
1915 required under this Agreement to be provided Customers and optional services which
1916 may be furnished by Contractor. Such notice shall be approved by the Agency prior
1917 to distribution.

1918 **7.04 COMMERCIAL RECYCLING PROMOTION PROGRAM**

1919 A. **Commercial Recycling Promotion Program Staff.** Contractor shall maintain a
1920 Commercial Recycling promotion program staff that will be primarily responsible for
1921 supporting Commercial, Mixed Use Building, and Multi-Family Dwelling Accounts and
1922 Agency Facilities Recycling-related and Organics-related Collection services. The
1923 Commercial Recycling promotion staff for the SBWMA Service Area shall consist of
1924 Waste Zero Specialists (recycling coordinators), as specified in Attachment O.

1925 Contractor shall notify Agency and SBWMA within ten (10) Business Days if any of
1926 the Waste Zero Specialists resigns or is terminated from employment, and shall use
1927 reasonable good faith efforts to initiate recruitment of the position within thirty (30)
1928 days.

1929 If Contractor has one or more Waste Zero Specialist positions unfilled, as approved
1930 in the Three-Year Recycling Technical Assistance Plan, for more than ninety (90)
1931 Days, Contractor and SBWMA shall meet and confer regarding the reasons for the
1932 difficulty in filling the position(s) and ways to remedy the employment gap. In addition,
1933 Contractor shall reimburse Agency for the cost of each such unfilled position for the
1934 period exceeding ninety (90) Days. The Contractor shall calculate the cost
1935 reimbursement for the unfilled position(s) including the avoided cost of wages,
1936 benefits, payroll taxes, and workers compensation insurance, for such position and
1937 shall provide supporting documentation justifying its cost reimbursement calculations.
1938 Such reimbursement shall be made as a deduction to Contractor's Compensation
1939 through the annual Contractor's Compensation adjustment process described in
1940 Article 11 and Attachment K.

1941 SBWMA reserves the right to request an increase or decreases in the number of
1942 Waste Zero Specialists. Such a change shall be considered an Agency-directed
1943 change in service and handled in accordance with provisions in Section 15.12.

1944 B. **Signs and Placards.** Contractor shall be responsible for preparing, distributing, and
1945 posting signs at Commercial Collection Premises that promote Targeted Recyclable
1946 Materials and Organic Materials Collection services, describe the program
1947 requirements, and identify allowable and prohibited types of materials for Collection.
1948 At a minimum, the signs or placards shall be durable and weather resistant, and
1949 affixed in the Container areas. Upon request from Customer, Contractor shall provide
1950 signs and Container labeling in a second language such as, but not limited to,
1951 Spanish. Within ten (10) Business Days of a Customer's request, Contractor shall
1952 provide extra signs for use in areas such as employee training areas, break rooms,
1953 kitchens, and janitorial areas at Commercial Premises. The design of all signs and
1954 placards shall be approved by Agency and/or SBWMA prior to distribution by
1955 Contractor.

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- C. **Community Events.** At the direction of the Agency or SBMWA, Contractor shall participate in and promote diversion techniques at Community Events and local activities. Participation includes providing educational and public outreach information and promotional giveaways in an effort to promote the Agency's waste reduction and recycling program goals. Each year the Community Events that Contractor agrees to participate in shall be outlined in the Three-Year Public Education Plan described in Section 7.03.B. Attachment C presents a preliminary list of the Community Events, which may be modified annually through the development of the Three-Year Public Education Plan, as described in Section 5.08.
- D. **Notification to Commercial Customers.** Immediately upon request from a new or current Customer for new or changes in service, Contractor shall notify Customer by phone or email of the Targeted Recyclable Materials and Organic Materials Collection services offered by Contractor. Such notification shall be made available in English and Spanish.
- E. **Targeted Commercial Recycling Promotion.** To assist Customers in maximizing participation in Recyclable Materials and Organic Materials Collection programs, Contractor shall provide Commercial Customers with on-site waste assessments based on visual assessment of Collection Containers and technical assistance in selecting appropriate service levels. In providing such assistance, Contractor shall follow the Three-Year Recycling Technical Assistance Plan described in Section 7.03.B, which will include details on the type of Commercial Recycling technical assistance promotion and the number of waste assessments for Customers to be provided in Agency's Service Area. For all other Commercial Customers not specified in the Three-Year Plan, Contractor shall provide technical assistance as needed or requested and visual on-site Collection Container assessments. Contractor shall document the names of the Customers receiving the waste assessments, the date of the assessment, the Solid Waste, Source Separated or Targeted Recyclable Materials, or Organic Materials service levels at the time of the assessment, and recommended changes to service level(s). Upon request, Contractor shall provide details of waste assessments to Agency or SBWMA.
- F. **Enclosure Specifications.** Contractor shall work with the Agency to develop standard specifications for Collection Container enclosures at Multi-Family Residential Complexes, Mixed Use Buildings, and Commercial Premises to ensure that Container enclosures have adequate space and suitable configuration to allow the Contractor to safely and efficiently service the Containers. The enclosure specifications shall require provision of adequate space for Solid Waste, Targeted Recyclable Materials, and Organic Materials Collection Containers. Contractor provided the enclosure specifications to the Agency on or before the effective date of the 2009 Franchise Agreement and shall be required to update these specifications as frequently as needed or as requested by Agency.
- G. **Plan Review.** Contractor shall review plans for land use or property developments, upon request of the Agency, to assess the adequacy of Container enclosure space allowances for Solid Waste, Recyclable Materials, and Organic Materials Collection Containers and the accessibility of Containers by Collection vehicles. The Contractor's review shall be completed by the Contractor within ten (10) Business Days of request by Agency and receipt of the project design drawings. If site conditions warrant, the Contractor shall conduct a site visit of the proposed property to complete its evaluation. The Contractor's review shall be summarized in a letter

- 2004 report that states acceptability of the proposed enclosure arrangements or notes
- 2005 specific changes that are required to comply with the enclosure specification. The
- 2006 letter report shall be signed by the Person that conducted the review, or designee, on
- 2007 behalf of the Contractor. This review shall include, but not be limited to:
- 2008 1. Adequacy of the Container enclosure space to store Containers for the
- 2009 anticipated volume of Solid Waste, Targeted Recyclable Materials, and Organic
- 2010 Materials generated by a development of the size and purpose contemplated;
- 2011 2. Adequacy of Container enclosure space to store Containers for Solid Waste,
- 2012 Targeted Recyclable Materials, and Organic Materials in a fashion that allows for
- 2013 the greatest possible diversion of materials; and,
- 2014 3. Adequacy and accessibility of the Container enclosure space for Contractor to
- 2015 safely and efficiently service all Containers in the contemplated service locations
- 2016 taking into account the dimensions of the enclosure space, the access road
- 2017 dimensions, parking arrangements, pedestrian traffic, change in elevation, other
- 2018 site considerations, and Collection vehicle capabilities.
- 2019 H. **Reporting.** Contractor shall prepare and submit reports related to the Commercial
- 2020 Recycling promotion program as provided in Article 9.
- 2021 I. **Mandatory Commercial Recycling Assistance to Agency.** Contractor shall assist
- 2022 Agency and SBWMA with implementing, monitoring, and reporting on Commercial,
- 2023 Mixed Use, and MFD Customers' compliance with requirements for Recyclable
- 2024 Materials and Organic Materials diversion under AB 341, AB 1826, or other similar
- 2025 Applicable Law. Upon Agency's reasonable request and in accordance with Section
- 2026 9.09.E, Contractor shall provide Agency with periodic reports on Commercial, Mixed
- 2027 Use, and MFD Customers that do not appear to be complying with State or local
- 2028 diversion regulations, policies, or requirements of, based on the observations of
- 2029 Contractor's employees and/or subscription data.

2030 **7.05 MULTI-FAMILY RECYCLING PROMOTION PROGRAM**

- 2031 A. **Multi-Family Dwelling Promotion.** Contractor shall provide Waste Zero Specialists
- 2032 to work directly with Owners or property managers of Multi-Family Residential
- 2033 Complexes to implement the Single-Stream Targeted Recyclable Materials and
- 2034 Organic Materials Collection services, and to assess Customer service for all Multi-
- 2035 Family Residential Complexes. The Multi-Family complexes that Contractor shall
- 2036 visit each year and the outreach activities that shall be performed shall be outlined in
- 2037 the Three-Year Recycling Technical Assistance Plan described in Section 7.03.B and
- 2038 approved by the Agency and SBWMA. The Contractor's implementation activities
- 2039 may include, but shall not be limited to, the following types of tasks for Multi-Family
- 2040 Residential Complexes that subscribe to Single-Stream Targeted Recyclable
- 2041 Materials and/or Organics Materials Collection services:
- 2042 1. Site Assessments. Contractor shall contact or meet in person with Owner or
- 2043 property manager to explain the Single-Stream Targeted Recyclable Materials
- 2044 and/or Organics Materials Collection program of Multi-Family Residential
- 2045 Complexes containing five (5) or more Residential units to determine the
- 2046 appropriate number and type of Solid Waste and Recyclable Materials
- 2047 Containers and the frequency of Collection. As part of its standard Collection
- 2048 Services, Contractor shall provide Containers for Organics Material such as
- 2049 Food Scraps, compostable paper, and Plant Materials, and Single-Stream

2050 Targeted Recyclable Materials or Source Separated Targeted Recyclable
2051 Materials such as newspaper, cardboard, mixed paper, glass, aluminum, etc.
2052 depending on the needs of the Multi-Family Residential Complex. If practical,
2053 Contractor shall locate the Solid Waste, Recyclable Materials, and Organic
2054 Materials Containers in the same area so tenants carry materials to one location.
2055 Contractor shall also offer Recyclable Materials Carts for use in the mail area of
2056 the Premises. A site assessment shall be conducted by Contractor when
2057 Targeted Organics Materials or Recyclable Materials Collection services are
2058 initially provided at a Multi-Family Residential Complex, and as requested by
2059 Customer or deemed necessary by Contractor throughout the Term of this
2060 Agreement.

2061 2. Service Level Adjustments. Within five (5) Business Days of completing the site
2062 assessment or receiving a request from a Customer, Contractor shall adjust the
2063 Customer's service level by providing any Solid Waste, Recyclable Materials,
2064 and/or Organic Materials Containers needed for change in service, removing
2065 unneeded Containers, and revising the Customer's service level in the Billing
2066 system to reflect the monthly Rate for the new service level. At the time new
2067 Containers are delivered or existing Containers are removed, the Contractor
2068 shall confirm that all Containers are properly labeled and shall provide public
2069 education signage for the Container areas and extra signs for public and
2070 common areas such as mail and laundry rooms, etc.

2071 3. Distribution of Public Education Materials. Contractor shall provide Owner or
2072 property manager with education materials developed by Agency, SBWMA or
2073 Contractor, which describe the requirements of the Recyclable Materials and/or
2074 Organic Materials Collection program (as applicable), including flyers, door
2075 hangers and Recycling Tote-Bags for distribution to tenants, signage for
2076 common areas such as mail rooms and laundry rooms, Kitchen Pails, and move-
2077 in kits for new tenants.

2078 B. Notification to Multi-Family Dwelling Customers. Upon request from a new or
2079 current Customer for new or changes in service, Contractor shall notify the Customer
2080 by mail or email of the Targeted Recyclable Materials and Organic Materials
2081 Collection services offered by Contractor. Such notification shall be made available
2082 in English and Spanish.

2083 C. Signs and Placards. Contractor shall be responsible for preparing, distributing, and
2084 posting signs and placards at Multi-Family Dwelling Premises that promote Targeted
2085 Recyclable Materials and Organic Materials Collection services, describe the
2086 program requirements, and identify allowable and prohibited types of materials for
2087 Collection. At a minimum, these signs shall be durable, weather resistant and posted
2088 in the Container areas. Upon request of the Customer, Contractor shall provide
2089 signage and Container labeling in a second language such as, but not limited to,
2090 Spanish. Within ten (10) Business Days of a Customer's request, Contractor shall
2091 provide extra signage for use in areas such as laundry and mail rooms at Multi-Family
2092 Residential Complexes. The design of all signs and placards shall be approved by
2093 Agency or SBWMA prior to distribution by Contractor.

2094 **7.06 WASTE GENERATION/CHARACTERIZATION STUDIES**

2095 Contractor acknowledges that Agency may perform Solid Waste, Recyclable Materials,
2096 and/or Organic Materials generation and characterization studies periodically to determine

2097 the composition and Contamination Levels of Collected materials. Contractor agrees to
 2098 participate and cooperate with SBWMA and Agency and its agents and to accomplish
 2099 studies and data collection and prepare reports, as needed, to determine weights and
 2100 volumes of Solid Waste, Targeted Recyclable Materials, Plant Materials, and Organic
 2101 Materials and characterize materials generated, Disposed, transformed, diverted, or
 2102 otherwise handled/processed to satisfy requirements of the Act and other State
 2103 legislation/regulations (such as, but not limited to, AB 341, AB 1594, AB 1826, SB 1061,
 2104 and SB 1383). Contractor shall also facilitate visual audits of Multi-Family Dwelling,
 2105 Commercial, and Agency Cart and Bin service accounts. The visual audits will entail
 2106 tipping the contents of Customers' Containers on the tipping floor at the Designated
 2107 Transfer and Processing Facility and visually observing and documenting the contents
 2108 (without pursuing a detailed weight-based characterization study). The materials will then
 2109 be processed at the Designated Transfer and Processing Facility. Contractor shall be
 2110 required to facilitate said visual audits at the request of Agency; however, the annual total
 2111 quantity of requests for visual audits for each Service Sector shall be limited to ten percent
 2112 (10%) of the total number of accounts for each Service Sector.

2113 The SBWMA will use the Contamination Measurement Procedures set forth in Attachment
 2114 E, to determine the Contamination Levels of single loads of materials delivered to the
 2115 Designated Transfer and Processing Facility.

2116 **7.07 PROGRAM EVALUATION**

2117 The Agency may require the Contractor to periodically conduct audits of the Residential
 2118 and Commercial Solid Waste, Targeted Recyclable Materials, and Organic Materials
 2119 Collection programs to assess one (1) or more of the following performance indicators:
 2120 average volume of Targeted Recyclable Materials per set-out per Customer, average
 2121 volume of Organic Materials per set-out per Customer, participation level (i.e., number of
 2122 Customers setting out Containers per week), Contamination Levels, etc. Contractor shall
 2123 perform up to five (5) Days of route auditing, at no additional cost to Customers and shall
 2124 not bill Agency for such services, once per calendar year. Prior to the program evaluation
 2125 audit, Agency and Contractor shall meet and discuss the purpose of the audit and agree
 2126 on the method, scope, and data to be provided by the Contractor. If Agency requires more
 2127 than five (5) Days of auditing for the purposes of program evaluation, the activity shall be
 2128 considered an Agency-directed change in scope and handled in accordance with
 2129 provisions in Section 15.12.

2130 If the Contractor does not Collect Multi-Family Dwelling Solid Waste, Targeted Recyclable
 2131 Materials, and Organic Materials using dedicated Collection vehicles, thereby precluding
 2132 regular and accurate reporting of the Tonnage of Solid Waste, Targeted Recyclable
 2133 Materials, and Organic Materials Collected from Multi-Family Residential Complexes, the
 2134 Agency may require the Contractor to conduct a semi-annual or annual Tonnage
 2135 assessment that involves separately Collecting, weighing, and reporting Multi-Family
 2136 Dwelling Solid Waste, Targeted Recyclable Materials, and Organic Materials to quantify
 2137 Tonnage Collected during a given week. This assessment shall be performed by
 2138 Contractor at no additional cost to Customers and shall not bill Agency for such services.

2139 If the Agency wants to collect program data, perform field work, conduct route audits to
 2140 investigate Customer participation levels and set-out volumes, and/or evaluate and
 2141 monitor program results related to Solid Waste, Targeted Recyclable Materials, Organic
 2142 Materials, Bulky Items, and abandoned waste Collected in the Agency by the Contractor,

2143 the Contractor shall cooperate with the Agency and its agent(s), which may include the
2144 SBWMA and its consultants.

2145 **7.08 PROVISION OF EMERGENCY SERVICES**

2146 Contractor shall provide emergency services at the Agency's request in the event of major
2147 accidents, disruptions, or natural calamities. Emergency services may include, but are
2148 not limited to: assistance handling, salvaging, processing, composting, or Recycling
2149 materials; or Disposing of Solid Waste following a major accident, disruption, or natural
2150 calamity. Contractor shall be capable of providing emergency services within twenty-four
2151 (24) hours of notification by the Agency, or as soon thereafter as is reasonably practical in
2152 light of the circumstances. Emergency services which exceed the Contractor's obligations
2153 as stated in Article 5, shall be compensated in accordance with Article 11. If Contractor
2154 cannot provide the requested emergency services, the Agency shall have the right to
2155 temporarily take possession of the Contractor's equipment for the purposes of providing
2156 emergency services in accordance with Article 12.

2157 **7.09 MFD AND COMMERCIAL RECYCLING BLITZ**

2158 Upon Agency's request, Contractor shall provide a Recycling Blitz outreach program that
2159 will target Multi-Family Dwelling, Mixed Use, and Commercial Customers as needed. Such
2160 a change shall be considered an Agency-directed change in scope and handled in
2161 accordance with Section 15.12. As part of the Recycling Blitz, Contractor may be required
2162 to offer to provide Single-Stream Targeted Materials Recycling and Organic Materials
2163 Collection Service to Multi-Family Dwelling and Commercial Customers that are currently
2164 receiving limited or no Recycling or Organic Materials Collection service. The promotional
2165 materials, messages, and communications used by Contractor to support Recycling Blitz
2166 activities shall be developed collaboratively with the SBWMA and Agency and production
2167 of materials shall be paid for by Contractor and shall not bill Agency for such services or
2168 SBWMA. All promotional materials used by Contractor shall be authorized by the SBWMA
2169 and Agency.

2170 If Contractor is required to conduct a Recycling Blitz, Contractor shall form a Recycling
2171 Blitz team, utilizing the Waste Zero Specialists, to assist in this promotion campaign. The
2172 focus of the Recycling Blitz program shall be on Customers that are either not currently
2173 Recycling or diverting Organic Materials, or have only limited service. The Recycling Blitz
2174 team shall work with Customers to expand Collection of Targeted Recyclable and Organic
2175 Materials and make recommendations for reduced Solid Waste Container sizes and/or
2176 frequency of Solid Waste Collection service. Contractor shall work collaboratively with the
2177 SBWMA and Agency.

2178 **7.10 CARBON FOOTPRINT MEASURING**

2179 Contractor shall annually file its emissions data with the California Climate Action
2180 Registry (CCAR). Upon request of Agency or SBWMA, Contractor shall provide
2181 emissions data filed with CCAR; a description of Contractor's carbon footprint; and, a
2182 description of Contractor's activities both planned and implemented to reduce its
2183 carbon footprint for the previous calendar years.

2184 **7.11 ENVIRONMENTAL MANAGEMENT PROGRAM**

2185 Contractor shall implement and maintain an environmental management program
2186 combining several elements to minimize the environmental impacts of its operations in the
2187 Service Area. Contractor shall provide upon request from Agency a description of topics

2188 discussed at its bi-monthly environmental team roundtable and training program
 2189 meeting(s) and the semiannual corporate environmental compliance staff meetings.
 2190 Contractor shall provide Agency access to its environmental and safety tracking system
 2191 (NEST) upon request. Contractor shall provide Agency copies of its internal environmental
 2192 compliance audits, third-party audits, and disposition of corrective actions, within thirty
 2193 (30) Days upon request from Agency.

2194 **7.12 ANNUAL ROUTE ASSESSMENT**

2195 Contractor shall conduct a route assessment of the Service Area each Rate Year. This
 2196 comprehensive route assessment shall require Contractor to assess all of its Solid Waste,
 2197 Targeted Recyclable Materials, and Organic Materials Collection Customers over a one
 2198 (1) week period during the same month each year for the Term. The assessment is
 2199 intended to annually confirm and update Contractor's data related to Customer accounts,
 2200 service levels and operations, including, but not limited to: (i) number of Accounts; (ii)
 2201 Customer address; (iii) number and type of Containers at each Account; and (iv) Collection
 2202 frequency of each Container at each Account; (v) Bin and Cart lifts; (vi) Drop Box pulls;
 2203 (vii) service stops; (viii) route hours per year; and (ix) Tonnage Collected. All service level
 2204 information related to lifts and pulls shall be derived in part from Contractor's database
 2205 management system. All route labor hours shall be based on total route hours for routes
 2206 exclusive to each Agency and Tonnage information shall be based on actual Tons
 2207 Collected. For routes that service more than one Agency, the Tonnage Collected on these
 2208 routes and total route hours shall be allocated to the respective Agencies based on the
 2209 type and number of accounts and service levels attributable to each Agency.

2210 **7.13 RIGHT OF AGENCY OR SBWMA TO MAKE CHANGES TO OTHER SERVICES**

2211 A. **Quarterly Review.** Beginning on the Commencement Date, and on a quarterly basis
 2212 thereafter, Contractor shall meet with Agency and SBWMA to discuss the services
 2213 performed by the Contractor pursuant to Sections 7.03 through 7.07 ("Other
 2214 Services"). The purpose of the meetings will be to review the performance and results
 2215 of the Other Services compared to the milestones, goals, and performance standards
 2216 stated in the then-current Three-Year Public Education and Recycling Technical
 2217 Assistance Plan. Contractor's quarterly reports provided in accordance with the
 2218 reporting requirements of Article 9 shall be used to review performance, and
 2219 Contractor shall provide other information requested by Agency or SBWMA
 2220 necessary to evaluate the performance of each Other Service.

2221 B. **Change in Services.** Agency or SBWMA may, without amending this Agreement,
 2222 direct Contractor to increase or decrease the performance or scope of one or more
 2223 of the Other Services. Contractor shall promptly and cooperatively comply with such
 2224 direction. If such changes cause an increase or decrease in the cost of performing
 2225 the Other Services, an equitable adjustment in the Contractor's Compensation shall
 2226 be made in accordance with change in service provisions in Section 15.12. Contractor
 2227 shall continue to perform the new or changed service while the appropriate
 2228 adjustment in Contractor's Compensation is being determined.

2229 C. **Additional Services.** Agency or SBWMA may direct the Contractor to perform
 2230 additional services pertaining to Sections 7.03 through 7.07, but not described herein,
 2231 and Contractor shall provide a cost proposal in accordance with change in service
 2232 provisions in Section 15.12. If the Contractor and SBWMA cannot agree on terms and
 2233 conditions for such additional services within one-hundred twenty (120) Days from
 2234 the date which the SBWMA first requests a proposal from Contractor to perform such

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services, Agency or SBWMA may perform these services itself or permit a third-party or parties other than Contractor to provide such Other Services. Contractor shall provide such third-party or parties access to and use of Facilities and Contractor information as necessary for such third-party or parties to perform all such Other Services.

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ARTICLE 8
REQUIREMENTS FOR OPERATIONS,
EQUIPMENT, AND PERSONNEL

2244 **8.01 COLLECTION HOURS AND SCHEDULES**

2245 **A. Hours of Collection**

2246 1. Residential. Residential Solid Waste, Targeted Recyclable Materials, and
2247 Organic Materials (including all such services provided to SFD and Multi-Family
2248 Dwelling Premises) shall be Collected on weekdays (i.e., Monday through
2249 Friday) between 6:00 a.m. and 6:00 p.m. exclusive of Holidays defined in
2250 Attachment A for Collection service.

2251 2. Commercial, Mixed Use, and Agency Facilities. Commercial, Mixed Use, and
2252 Agency Facilities Solid Waste, Targeted Recyclable Materials, and Organic
2253 Materials shall be Collected on weekdays (i.e., Monday through Friday) between
2254 3:00 a.m. and 6:00 p.m. and weekends (i.e., Saturday and Sunday) between
2255 6:00 a.m. and 5:00 p.m., exclusive of Holidays specified in Attachment A for
2256 Collection service. The Agency may restrict or require modifications to hours for
2257 Collection from Commercial Premises, Mixed Use Buildings, and Agency
2258 Facilities to resolve noise Complaints, and, in such case, the Agency Manager
2259 may restrict the allowable operating hours.

2260 3. Commercial, Mixed Use, and Agency Facilities Exception. Collection from
2261 Commercial Premises, Mixed Use Buildings, and Agency Facilities that are two-
2262 hundred (200) feet or less from Residential Premises shall only occur between
2263 the hours of 6:00 a.m. and 6:00 p.m., Monday through Saturday and all such
2264 operations shall be in accordance with permissions provided to Contractor by
2265 Agency. The Agency may restrict or require modifications to hours for Collection
2266 from Commercial Premises, Mixed Use Buildings, and Agency Facilities to
2267 resolve noise Complaints, and, in such case, the Agency Manager may restrict
2268 the allowable operating hours.

2269 4. Exception. In the event of an unforeseen circumstance, the Contractor may
2270 Collect materials from Residential Premises, Commercial Premises, Mixed Use
2271 Buildings, or Agency Facilities that are two-hundred (200) feet or less from
2272 Residential Premises between the hours of 3:00 a.m. and 6:00 p.m., Monday
2273 through Saturday, upon prior written approval from the Agency Manager.

2274 5. Local Noise Ordinance. If an Agency ordinance regulating noise limits the hours
2275 of Collection more restrictively than the preceding subsections, the terms of the
2276 ordinance shall govern.

2277 6. Modification. The Collection hours and distances set forth in Sections 8.01.A.3
2278 and 8.01.A.4 may be adjusted by mutual agreement of Agency (acting through
2279 the Agency Manager or designee) and Contractor (acting through its General
2280 Manager or designee), provided that the Collection hours and distances are at
2281 all times consistent with Agency ordinances.

2282 **B. Route Schedules.** Routes over which Contractor's vehicles travel to affect the
2283 Collection and transport of Solid Waste, Targeted Recyclable Materials, and Organic

2284 Materials shall be selected to minimize damage to Agency and private streets, and
2285 minimize inconvenience and disturbance to the public. The route schedules and
2286 routing maps shall be subject to the approval of Agency prior to Commencement of
2287 services. Contractor shall use due care to obey all traffic laws and prevent materials
2288 being transported from being spilled or scattered during transport.

2289 Contractor shall be prepared to review its operations plan outlining the Collection
2290 routes, intervals of Collection and Collection times for all materials Collected under
2291 this Agreement with the Agency or its representatives at least annually. More
2292 frequent reviews may be required if operations are not satisfactory based on
2293 documented observations or reports or Complaints. If the plan is determined to
2294 inadequately address the unsatisfactory performance as documented by
2295 observations and Complaints, the Agency may direct Contractor to revise the plan
2296 incorporating any changes into a revised plan and review said revised plan with the
2297 Agency within thirty (30) Days of the initial meeting with the Agency.

2298 C. **Contingency Plan.** Contractor shall submit to Agency ninety (90) Days prior to
2299 Commencement Date, a written contingency plan demonstrating Contractor's
2300 arrangements to provide vehicles and personnel and to maintain uninterrupted
2301 service during breakdowns, and in case of natural disaster or other emergency,
2302 including the events described in Section 14.09.

2303 **8.02 COLLECTION STANDARDS**

2304 A. **Reserved**

2305 B. **Servicing Containers and Missed Pick-Ups**

2306 1. General. Contractor shall Collect the contents and return each Container to the
2307 location where the Occupant properly placed the Container for Collection.
2308 Contractor shall place the Containers upright with lids properly closed and
2309 secured.

2310 Contractor shall use due care when handling Containers. Contractor shall not
2311 throw, roughly handle, damage, or break Containers.

2312 Upon Customer request, Contractor shall provide special services including:
2313 unlocking and locking Containers; accessing locked Container enclosures (e.g.,
2314 with a key or combination lock); providing Container Relocation Service; and,
2315 providing Long Distance Service. Contractor shall provide these services upon
2316 request from Customer and Contractor shall bill Customer at Agency-approved
2317 Charges specified in Attachment Q. Section 5.02 provides additional information
2318 on general Container service requirements, Long Distance Service, and
2319 Container Relocation Service.

2320 2. Missed Pick-Ups. When notified of a missed pick-up, Contractor shall Collect the
2321 Solid Waste, Targeted Recyclable Materials, or Organic Materials on the day the
2322 notice is received, if possible, and in all cases shall Collect the missed pick-up
2323 by 6:00 p.m. of the next Business Day following receipt of the missed pick-up
2324 notification.

2325 C. **New Customers and Change in Service Levels.** Contractor shall deliver
2326 Containers and initiate Collection services for a new Customer within five (5)
2327 Business Days of the Customer's request for service. If an existing Customer
2328 requests a change in the number or size of their Solid Waste, Recyclable Materials,

2329 or Organic Materials Containers and/or frequency of Collection, the Contractor shall
2330 deliver additional Containers and/or remove Containers and shall initiate changes in
2331 the Collection services within five (5) Business Days of the Customer's request for a
2332 change in service.

2333 **D. Separate Collection of Materials and Allocation of Agency Materials.** Contractor
2334 shall separately Collect and segregate Solid Waste, Targeted Recyclable Materials,
2335 and Organic Materials from each other and shall not Commingle these materials at
2336 any time during the transportation or delivery of those materials to the Designated
2337 Transfer and Processing Facility. Solid Waste, Targeted Recyclable Materials, and
2338 Organic Materials Collected in the Agency, which are combined with materials
2339 Collected from other SBWMA Member Agencies, shall be allocated by Contractor to
2340 the Agency's Collection program based on volume or Tonnage using a method
2341 approved by the Agency and SBWMA. Contractor shall not Collect materials from
2342 within Agency in the same Collection vehicles used to provide Collection service to
2343 non-SBWMA Member Agencies, unless provided written approval by Agency.

2344 **E. Setout Instructions to Customer.** Contractor shall instruct Customers as to any
2345 preparation of Solid Waste, Targeted Recyclable Materials, or Organic Materials and
2346 the proper placement of Containers. If Customers are not adhering to Contractor's
2347 instructions, Contractor shall notify such Customers in writing. In cases of extreme
2348 or repeated failure to comply with the instructions, Contractor may decline to pick-up
2349 the Targeted Recyclable Materials or Organic Materials provided that Contractor
2350 leaves an adequate number of non-Collection notices on the Container, as
2351 determined by the Agency, indicating the reason for refusing to Collect the material.
2352 Such notices shall also identify the steps Generator must take to recommence
2353 Collection service.

2354 **F. Non-Collection Notices.** Contractor may choose not to Collect materials for the
2355 following reasons: (i) Source Separated or Targeted Recyclable Materials or Organic
2356 Materials do not comply with the allowable Contamination thresholds; (ii) materials
2357 contain Hazardous Waste; or (iii) the loaded weight of a Container exceeds the
2358 maximum load limit specified by the Cart manufacturer and specified in Attachment
2359 D. In such case, Contractor shall issue non-Collection notices stating the reason(s)
2360 the materials were not Collected. The non-Collection notice shall be affixed
2361 prominently onto the Cart to ensure that it is not inadvertently removed from Cart due
2362 to weather conditions. The non-Collection notices must be protected from rain, if
2363 precipitation is present or forecasted, by placing the notice in a clear plastic bag prior
2364 to affixing to Cart.

2365 Contractor shall document the use of non-Collection notices by recording the date
2366 and time of issuance, address of service recipient, reason(s) for issuance, name of
2367 employee who issued the notice, and truck and route numbers. The notice shall
2368 conform to the requirements specified in Section 6.03.A, be at least two inches by six
2369 inches (2" x 6") in size and shall be approved by the SBWMA. The non-Collection
2370 notices must identify the steps the Generator must take to recommence Collection
2371 service. In the event a Container is not Collected due to excessive Contamination and
2372 Customer does not take the necessary steps to recommence Collection service,
2373 Contractor shall bill the Customer for Collection of the excessive Contamination at
2374 Agency-approved Charges specified in Attachment Q. The Agency-approved
2375 Charges includes: (i) a return trip Charge, and, (ii) an extra Solid Waste Collection
2376 Charge.

2377 Contractor shall report monthly to Agency any non-Collection notices issued.
2378 Contractor shall take direction from the Agency with regard to termination or
2379 reinstatement of service to a service recipient due to numerous non-Collection notices
2380 issued to the same Customer.

2381 **G. Collection of Excess Materials (Overages).** Contractor shall direct its employees
2382 to Collect an Overage on two (2) occasions each Rate Year at no additional cost to
2383 Customer. Contractor must provide a notice to Customer documenting the Overage
2384 in order to count the Overage Collection towards the allocated two (2) per Rate Year
2385 for each Customer. Customers that place an Overage for Collection for a third and
2386 subsequent events, may be assessed an Overage fee by Contractor if Contractor has
2387 directly contacted the Customer via a phone call, voice message, or certified letter,
2388 notifying them of the Overage Collected. Contractor shall bill Customer for a third
2389 and subsequent Overage events at Agency-approved Charges specified in
2390 Attachment Q. Contractor shall provide Customers the opportunity to request an
2391 Overage Collection service in advance. In such case, Contractor shall bill the
2392 Customer at the Agency-approved Charge specified in Attachment Q.

2393 Contractor shall provide Customers the opportunity to subscribe to Overage
2394 Collection service, in advance, or purchase Overage bag(s) from the Contractor.
2395 Contractor shall provide Customers the opportunity to purchase Overage bags
2396 through its Customer service department or electronically via Contractor's website.
2397 The Overage bag(s) shall have markings identifying it as the Contractor's Overage
2398 bag. Contractor shall mail or deliver Overage bags to Customers within three (3)
2399 Business days of Customer's request. The Charge for Overage bags is specified in
2400 Attachment Q and includes all aspects of purchasing the bags, printing, and
2401 distribution (i.e., mailing or direct delivery by Contractor). Customers shall also be
2402 provided the opportunity to purchase Overage bags at Contractor's local office. The
2403 quantity of Overage bags per request from Customer shall be limited to five (5) per
2404 request.

2405 If the Agency and/or Contractor receive numerous Complaints (as determined by the
2406 Agency) from Customers regarding Customer dissatisfaction with the requirement to
2407 purchase Overage bags, the Agency reserves the right to require the Contractor to
2408 modify its Overage program to better serve its Customers and/or require the
2409 Customer to subscribe to additional Collection service.

2410 **H. Care of Private Property.** Contractor shall not damage private property. Contractor
2411 shall ensure that its employees: (i) close all gates opened in making Collections,
2412 unless otherwise directed by the Customer, (ii) do not cross landscaped areas, and
2413 (iii) do not climb or jump over hedges and fences.

2414 Agency shall refer Complaints about damage to private property to Contractor.
2415 Contractor shall repair, to its previous condition, all damage to private or public
2416 property caused by its employees.

2417 Contractor shall endeavor to resolve all claims regarding damage to private property
2418 as soon as reasonably practicable following receipt thereof, made by Owners or
2419 Occupants of property served by Contractor, for damages to property including, but
2420 not limited to, Containers. In the event such damage shall have been caused by the
2421 negligence or intentional acts of Contractor, its officers, agents, or employees,
2422 Contractor shall promptly repair or replace such damaged property. The provisions
2423 of this Section 8.02.H shall not be deemed a limitation upon any other provisions of

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

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

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I. **Litter Abatement**

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

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

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

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

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

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

2470 address, service level, and the order in which Customers shall be serviced (e.g., the
2471 order in which routes shall be driven). Contractor shall distribute new route books
2472 and route maps to its Collection vehicle drivers as frequently as necessary; and each
2473 driver shall note differences in the service levels shown in the route book, adding and
2474 subtracting Customers and service levels, as necessary. Route supervisors shall
2475 periodically check the routes to ensure that drivers are providing service in
2476 accordance with their route books. Contractor shall provide Agency with route books
2477 and maps including assessor parcel data when available within ten (10) Business
2478 Days of request.

2479 L. **Change in Collection Schedule.** Contractor shall notify Agency a minimum of sixty
2480 (60) Business Days prior to a change in the Residential Collection schedule or two
2481 (2) weeks for minor adjustments (defined as less than the average size of a single
2482 route per the Collection service metrics delineated in the prior year's Compensation
2483 Application), and shall request approval of Contractor's notice to Residential
2484 Customers thirty (30) Business Days prior to a change in Service Day, unless this
2485 requirement is waived in writing by Agency. Contractor shall notify Owners and
2486 Occupants of Residential Premises not later than ten (10) Business Days prior to any
2487 change in Residential Collection operations which results in a change in the day on
2488 which Solid Waste, Targeted Recyclable Materials, and Organic Materials Collection
2489 occurs. Contractor shall not permit any Customer to go more than five (5) Business
2490 Days without service in connection with a Collection schedule change.

2491 **8.03 UNLOADING MATERIALS AT THE DESIGNATED TRANSFER AND PROCESSING**
2492 **FACILITY**

2493 Contractor shall be required to unload at the Designated Transfer and Processing Facility
2494 all materials from its Collection vehicles by its own personnel. Contractor shall be required
2495 to ensure that unloaded materials are properly placed in the designated areas and
2496 containers as directed by Operator and SBWMA. For example, Contractor shall be
2497 required to deposit at the Designated Transfer and Processing Facility Batteries and Cell
2498 Phones, Used Motor Oil, and Used Motor Oil Filters in the containers provided by Operator
2499 and designated for storage of these materials. Contractor shall cooperate with Operator
2500 to ensure its Collection vehicles unload Solid Waste, Targeted Recyclable Materials,
2501 Organic Materials, and other materials (e.g., Batteries, Cell Phones, Used Motor Oil, and
2502 Used Motor Oil Filters) Collected by Contractor in the locations designated by Operator
2503 and SBWMA.

2504 **8.04 VEHICLES**

2505 A. **General.** Contractor shall provide a fleet of Collection vehicles sufficient in number
2506 and capacity to efficiently perform the work required by the Agreement in strict
2507 accordance with its terms. Contractor shall have available sufficient back-up vehicles
2508 for each type of Collection vehicle used (e.g., side loader, front loader, and roll-off
2509 vehicles) to respond to mechanical breakdowns, Complaints, and emergencies.
2510 Contractor shall maintain a spare ratio of ten percent (10%) for all Collection vehicles
2511 used in the SBWMA Service Area. It is contemplated that, as of the Commencement
2512 Date, all Collection vehicles will be vehicles that Contractor purchased during the term
2513 of the 2009 Franchise Agreement and will be nearing the end of their useful life.

2514 Contractor shall purchase and place into service after the Commencement Date all
2515 new vehicles to replace its Collection vehicles and other vehicles used by Contractor
2516 in the SBWMA Service Area in accordance with the Contractor-prepared equipment

2517 replacement schedule in Attachment N. The new vehicles shall replace all vehicles in
2518 service on the Commencement Date. The vehicles shall be purchased and placed in
2519 service in accordance with the timeline shown in Attachment N unless an alternative
2520 timeline is agreed upon by the SBWMA provided that all new vehicles shall be in
2521 service on or before June 15, 2026. The estimated depreciation and interest
2522 expenses for the acquisition of new vehicles shall be included in Contractor's
2523 Compensation for 2021 and adjustments during the Term shall be made in
2524 accordance with Attachment K. Agency has no responsibility to pay Contractor for
2525 remaining net book value of any Vehicles, Containers, or other equipment that is not
2526 fully depreciated at end of Term, unless Agency elects to purchase Containers
2527 pursuant to Section 8.05.F of the Agreement.

2528 At no time after the Commencement Date shall any vehicle used to perform the
2529 services required under this Agreement exceed fifteen (15) years of age from the first
2530 date the vehicle was registered unless agreed upon by the SBWMA. Collection
2531 vehicles and other vehicles whose acquisition costs are included in the calculation of
2532 Contractor's Compensation may be used only in the SBWMA Service Area.

2533 **B. General Vehicle Specifications**

- 2534 1. All vehicles used by Contractor in providing Solid Waste, Targeted Recyclable
2535 Material, and Organic Material Collection services shall be registered with the
2536 California Department of Motor Vehicles.
- 2537 2. All Collection vehicles shall have leak-proof bodies designed to prevent leakage,
2538 spillage, and/or overflow and shall be designed so that Collected materials are
2539 not visible.
- 2540 3. All vehicles shall comply with California Environmental Protection Agency (EPA)
2541 noise emission regulations and California Air Resources Board air quality
2542 regulations and other applicable pollution control regulations.
- 2543 4. All Collection vehicles shall have cameras to monitor driving and loading
2544 activities including, at a minimum: (i) back-up cameras mounted at the rear and
2545 side of the vehicle; and, (ii) a hopper camera clearly displaying the contents of
2546 the hopper prior to compaction.
- 2547 5. Contractor shall be required to operate an adequate number of Collection
2548 vehicles that shall be capable of servicing hard-to-service areas and accessing
2549 long driveways in the Service Area.
- 2550 6. All Collection vehicles shall be capable of unloading materials in the Designated
2551 Transfer and Processing Facility buildings taking clearance heights, especially
2552 in the MRF, into consideration.
- 2553 7. All Collection vehicles shall be equipped with and shall utilize on-board
2554 computers and GPS tracking devices with real-time transmission to all levels of
2555 Contractor's operations. The on-board computer system shall: (i) capture all
2556 operations data needed to complete the Contractor's reporting requirements for
2557 this Agreement; (ii) capture all operating data needed to prepare the Contractor's
2558 Application; and (iii) allow Customer service staff direct real-time access to driver
2559 data including vehicle location, Container set-out and service data, and notes
2560 regarding service issues.

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

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

2654 noise control regulations, and shall incorporate noise control features throughout the
2655 entire vehicle.

2656 Annually, Contractor shall have each Collection vehicle weighed at the Designated
2657 Transfer and Processing Facility to determine the unloaded weight ("tare weight") of
2658 the vehicle, and the total loaded weight of each load delivered to the Designated
2659 Transfer and Processing Facility. Upon a major repair that could affect the Collection
2660 vehicle tare weight, Contractor shall have the Collection vehicle re-weighed to
2661 establish a new tare weight. Contractor shall track and make adjustments to routes
2662 to eliminate ongoing over-weights associated with individual routes.

2663 **8.05 CONTAINERS**

2664 A. **General.** Contractor shall provide all Containers, Bins, Kitchen Pails, and Drop
2665 Boxes, as appropriate, to all Customers as part of its obligations under this
2666 Agreement. Contractor shall ensure that Agency encroachment or other required
2667 permits are obtained by Customer prior to delivering Containers. As of the
2668 Commencement Date, all Containers may be used. Contractor-provided Containers
2669 shall be designed and constructed to be watertight and prevent the leakage of liquids.
2670 All Carts shall be manufactured by injection or rotational molding methods; contain
2671 post-consumer content; and meet the Container design and performance
2672 requirements provided in Attachment D – Container Specifications. Containers
2673 provided to Customers shall have a useful life of ten (10) years as evidenced by a
2674 manufacturer’s warranty or other documentation acceptable to the Agency.

2675 All Containers with a capacity of one (1) cubic yard or more shall meet applicable
2676 federal, State, and local regulations for Bin safety; shall be covered with attached lids;
2677 and shall have the capability to be locked if required or requested by Customer or
2678 Agency.

2679 All Containers shall be maintained in a safe, serviceable, and functional condition.

2680 B. **Container Specifications**

2681 1. Sizes. The Container sizes to be provided to Single-Family, Multi-Family,
2682 Commercial, and Agency Facility Customers are specified in Attachment D.
2683 Contractor shall provide Customers with a choice of Container capacities
2684 specified in Attachment D, and Customers may select their preferred Container
2685 size(s).

2686 2. Color. The colors of the Containers provided to Single-Family, Multi-Family,
2687 Commercial, and Agency Facility Customers are specified in Attachment D.

2688 3. Loading. Minimum allowable loading requirements for the Bin and Drop Box
2689 contents shall be approved by the Agency prior to purchase based on the
2690 minimum manufacturer’s load limits, as specified in Attachment D.

2691 C. **Container Labeling.** Contractor shall label each Container with white, hot-stamped
2692 lettering, and in-mold or heavy duty vinyl adhesive labels with graphics, illustrations,
2693 or artwork that clearly conveys the type of materials (e.g., Solid Waste, Recyclable
2694 Materials, cardboard, mixed paper, Organic Materials, wood waste, metal, etc.) to be
2695 placed in the Container for Collection. The labeling shall be positioned on each
2696 Container so it is visible to the Customer and Collection vehicle drivers on the front
2697 side, and top. The labeling shall be durable and weather resistant to outdoor
2698 conditions and have a minimum ten (10) year lifetime.

2699 All Containers shall prominently display information and graphics agreed upon by
2700 Agency, SBWMA, and Contractor pursuant to Article 7.

2701 Final Container labeling layout, graphics, and text shall be approved by the Agency
2702 and SBWMA prior to distribution to Customers.

2703 **D. Cleaning and Painting.** Contractor shall be responsible for steam cleaning and
2704 repainting all Containers, except Carts, to present an aesthetically pleasing clean
2705 appearance and to ensure this equipment is safely maintained and operationally
2706 sound. Contractor shall repaint all used Containers, except carts, on an as needed
2707 basis. Upon Customer's request, Contractor shall steam clean all Commercial
2708 Customer Solid Waste and Recyclable Materials Containers (or exchange existing
2709 Containers with clean Containers) twice annually at no additional charge. Contractor
2710 shall clean all Commercial Customer Organic Materials Containers (or exchange
2711 existing Containers with clean Containers) quarterly. Contractor shall offer additional
2712 Commercial Container cleaning (or clean Container exchange) to Customers
2713 requesting such service and shall bill Customers for such cleaning (or Container
2714 exchange) at Agency-approved Charges specified in Attachment Q. In addition, SFD
2715 Customers with carts may request Dirty Cart Replacement (Exchange Service) at
2716 Agency-approved Charges specified in Attachment Q.

2717 Contractor shall be responsible for cleaning Containers at no additional charge to
2718 Customer to ensure that nuisance or public health concerns associated with vectors
2719 are addressed within two (2) Business Days after receipt of notification of said
2720 condition.

2721 If any Container is impacted by graffiti, Contractor shall remedy the situation within
2722 forty-eight (48) hours of being notified.

2723 **E. Repair and Replacement.** Contractor shall repair or replace all Containers damaged
2724 by Collection operations (e.g., vehicle apparatus interface) or otherwise inoperable
2725 (e.g., due to regular wear and tear) within three (3) Business Days of being notified
2726 by Customer or observing the damaged Container. If the repair or replacement
2727 cannot be completed within three (3) Business Days, the Contractor shall notify
2728 Customer and provide a Container of the same size or larger until the original
2729 Container can be replaced.

2730 At no additional cost, Contractor shall replace Customer Carts that have been stolen,
2731 lost, damaged, or destroyed within five (5) Business Days. Contractor shall allow
2732 Customer to exchange Containers for a Container of a different size at no additional
2733 cost and shall replace Containers within five (5) Business Days of Customer request.

2734 The Contractor recognizes that the majority of Containers in service on the
2735 Commencement Date have nearly reached the end of their useful life or will reach the
2736 end of the useful life during the Term of the Agreement. Contractor has planned to
2737 replace Containers that have reached the end of their useful life on a rolling basis
2738 over the Term of the Agreement. Contractor's estimated depreciation and interest
2739 expense for Container replacement over the Term and these expenses are included
2740 in Contractor's Compensation in the amount specified in Attachment K. Contractor
2741 shall not be entitled to an adjustment to Contractor's Compensation or Rates for
2742 Container replacements purchased during the Term of the Agreement.

2743 **F. Agency's Rights to Containers.** All Carts, Bins, and Drop Boxes purchased or
2744 leased by Contractor and put into service at Customers' Premises before the first

2745 anniversary of the Commencement Date shall become property of the Agency upon
2746 expiration or early termination of this Agreement. All Carts, Bins, and Drop Boxes
2747 purchased or leased and put into service at Customers' Premises on or after the first
2748 anniversary of the Commencement Date that have not been fully depreciated shall
2749 be available to the Agency, at the Agency's option, at their net book value, upon
2750 expiration or early termination of this Agreement.

2751 At its sole discretion, the Agency may elect not to exercise its rights under this
2752 subsection. In such case, the Containers shall remain the property of the Contractor
2753 upon the expiration or earlier termination of this Agreement. In such case, Contractor
2754 shall be responsible for removing all Containers in service from Premises. Contractor
2755 shall do so within ten (10) Business Days after such expiration or earlier termination
2756 or in accordance with an alternative Container removal schedule agreed upon by the
2757 Parties, provided that Agency has notified Contractor at least ninety (90) Days before
2758 such expiration or earlier termination whether or not it intends to acquire the
2759 Containers.

2760 G. **Lock Service (Key Service).** In order to promote security, respond to Customer
2761 needs, and minimize the impact or occurrence of illegal dumping and theft of
2762 Recyclable Materials, Contractor will provide to Customers, at the Agency-approved
2763 Charges specified in Attachment Q, locks for enclosures used to store Containers or
2764 locks for Containers and ensure the enclosures or Containers are locked after
2765 providing Collection Service.

2766 Only Contractor, Agency, and the participating Customers will be provided with a key
2767 to the enclosures and access to the Containers. The Contractor shall prominently
2768 display the service schedule on the enclosure and any changes in service shall be
2769 displayed on the enclosure by Contractor within one (1) Business Day of making the
2770 change. If the Carts or Bins are left "outside" in a designated area, each Container
2771 will be locked (keyed alike), and only Contractor staff, Agency staff, and the
2772 participating Customers will be provided with a key to access the Containers. At least
2773 once each calendar year, Contractor's route supervisor shall visit each of the
2774 participating Customers with shared Containers, respond to any questions or
2775 concerns, check the areas for contamination, litter, or damage and change the lock
2776 and distribute new "keyed alike" keys to Agency staff and Customers.

2777 **8.06 PERSONNEL**

2778 A. **General.** Contractor shall furnish such qualified drivers, mechanical, supervisory,
2779 customer service, clerical, and other personnel as may be necessary to provide the
2780 services required by this Agreement in a safe, thorough, professional, and efficient
2781 manner and shall provide, at a minimum, the number and type of personnel listed in
2782 Attachment O in total for the SBWMA Service Area. All personnel furnished by
2783 Contractor shall be subject to the "relationship of parties" provisions of Section 15.01.

2784 B. **Reserved.**

2785 C. **Collective Bargaining Agreements.** If Contractor negotiates a new collective
2786 bargaining agreement with a union representing its employees, or an amendment to
2787 a collective bargaining agreement currently in force, either of which increases wages
2788 or benefits greater than wage and benefit costs included in Contractor's
2789 Compensation (through adjustments described in Article 11 and Attachment K), the

2790 Agency is not required to include costs attributable to the increased wages or benefits
2791 in Contractor's Compensation during the Term of the Agreement.

2792 **D. Approval of Management.** Contractor recognizes the importance of establishing a
2793 successful relationship between its management and Agency and SBWMA staff.
2794 Before extending an offer of employment for the position of general manager, both
2795 initially and throughout the Term, Contractor shall provide the SBWMA with the
2796 description of the proposed position; an opportunity to review and comment upon the
2797 position description, the background, experience, and qualifications of each
2798 candidate being considered for the position, and an opportunity to meet with each
2799 candidate. Contractor shall give thoughtful consideration to the SBWMA's comments
2800 on the descriptions of the proposed position and each candidate, but shall have the
2801 ultimate right to make employment decisions in its best business judgment.

2802 If the Agency is dissatisfied with the performance of the management personnel, the
2803 Agency shall contact the general manager to discuss the employee's performance.
2804 If the Agency is dissatisfied with the general manager, the Agency shall contact the
2805 group manager to discuss the general manager's performance.

2806 Contractor shall advise the affected management employee of any complaints made
2807 by the Agency regarding the employee's performance. The Parties shall meet and
2808 confer in good faith to address the Agency's concerns, and shall agree on a corrective
2809 course of action to be implemented immediately. Contractor agrees to consider in
2810 good faith, but shall not be bound by, any requests by the Agency to transfer or re-
2811 assign a management employee should the Agency maintain in good faith that it can
2812 no longer work constructively with said employee.

2813 **E. Provision of Field Supervision.** Contractor shall designate qualified employees as
2814 supervisors of field operations. The field supervisor shall devote their time in the field
2815 supervising, managing, and monitoring Collection operations for reliability, quality,
2816 efficiency, safety, and for responding to Complaints. The number of field supervisors
2817 is specified in Attachment O in total for the SBWMA Service Area.

2818 **F. Driver Qualifications.** All drivers shall be trained and qualified in the operation of
2819 Collection vehicles, and must have in effect a valid license, of the appropriate class,
2820 issued by the California Department of Motor Vehicles. Contractor shall use the Class
2821 II California Department of Motor Vehicles employer "Pull Notice Program" to monitor
2822 its drivers for safety.

2823 **G. Customer Service Representative Training.** Customer service representatives
2824 shall be trained on specific Agency service requirements, a minimum of once per
2825 quarter. An Agency information sheet shall be provided to each Customer service
2826 representative for easy reference of Agency requirements and general Customer
2827 needs. Contractor shall provide the information sheet, training agenda, and
2828 associated documentation within five (5) Business Days of request from Agency.

2829 **H. Safety Training.** Contractor shall provide suitable operational and safety training for
2830 all of its employees who operate Collection vehicles or equipment or who are
2831 otherwise directly involved in such Collection. Contractor shall train its employees
2832 involved in Collection to identify, and not to Collect, Hazardous Waste, or Infectious
2833 Waste. Upon the Agency's request, Contractor shall provide a copy of its safety policy
2834 and safety training program, the name of its safety officer, and the frequency of its
2835 trainings.

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I. **No Gratuities.** Contractor shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for Collection services or accept gratuities or compensation in exchange for additional Collection services.

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

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

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

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8.07 HAZARDOUS WASTE INSPECTION AND HANDLING

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

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

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B. **Response to Hazardous Waste Identified During Collection.** Under no circumstances shall Contractor's employees knowingly Collect Hazardous Waste or

2882 remove unsafe or poorly containerized Hazardous Waste from a Collection Container.
2883 If Contractor determines that material placed in any Container for Collection is
2884 Hazardous Waste or other material that may not legally be accepted or safely
2885 processed at the Designated Transfer and Processing Facility or presents a hazard
2886 to Contractor's employees, or those at the Designated Transfer and Processing
2887 Facility, the Contractor shall have the right to refuse to accept such material. The
2888 Generator shall be contacted by the Contractor and requested to arrange proper
2889 Disposal. If the Generator cannot be reached immediately, the Contractor shall,
2890 before leaving the Premises, leave a non-collection notice, which indicates the reason
2891 for refusing to Collect the material and lists the phone number for the San Mateo
2892 County Household Hazardous Waste Facility, or other resources as directed by
2893 Agency. Contractor's environmental technician shall be notified to handle the issue
2894 with the Generator. The Contractor's environmental technician shall be required to
2895 guide the Generator to safely containerizing the Hazardous Waste and shall explain
2896 the Generator's options for proper disposition of such material.

2897 If Hazardous Waste is found in a Collection Container or Collection area that could
2898 possibly result in imminent danger to people or property, the Contractor shall
2899 immediately notify the Agency's Fire Department using the nine-one-one (911)
2900 emergency telephone number. The Contractor shall notify the Agency of any
2901 Hazardous Waste identified in Containers or left at any Premises within twenty-four
2902 (24) hours of identification of such material.

2903 **C. Response to Hazardous Waste Identified at Designated Transfer and**
2904 **Processing Facility.** Contractor shall not knowingly deliver Unpermitted Material to
2905 the Designated Transfer and Processing Facility. The Operator shall use reasonable
2906 business efforts and standard industry practices to detect and discover Unpermitted
2907 Material at the facility and shall not knowingly accept Unpermitted Material. In the
2908 event that Unpermitted Material is delivered to the Designated Transfer and
2909 Processing Facility, the Operator shall be entitled to pursue whatever remedies, if
2910 any, it may have against the Generator or Person(s) bringing such Unpermitted
2911 Material to the Designated Transfer and Processing Facility provided that in no case
2912 shall the Agency be considered the Person bringing such Unpermitted Material to the
2913 Designated Transfer and Processing Facility.

2914 Contractor acknowledges that in the event the operator identifies Unpermitted
2915 Materials in the materials delivered by Contractor before the materials are unloaded
2916 at the facility, the Operator has the right to reject the load and direct the Contractor to
2917 cause removal and Disposal of the Unpermitted Material in a safe and lawful manner,
2918 at the sole expense of the Contractor. If the Unpermitted Materials are delivered to
2919 the Designated Transfer and Processing Facility by Contractor and unloaded at the
2920 facility before their presence is detected, and the Generator cannot be identified or
2921 fails to remove the material after being requested to do so, the Contractor shall
2922 arrange for and/or pay for its proper Disposal. Contractor shall make reasonable
2923 efforts to identify and notify the Generator. The Contractor shall make a good faith
2924 effort to recover the cost of any transportation and Disposal from the Generator, and
2925 the cost of this effort, as well as the cost of Disposal shall be chargeable to the
2926 Generator, if appropriate documentation, as deemed necessary by the Agency, is
2927 provided to the Agency within five (5) Business Days of the occurrence.

2928 In the event Contractor delivers Unpermitted Materials on a frequent or continuous
2929 basis to the Designated Transfer and Processing Facility and the Contractor refuses

2930 to provide for the proper handling and disposition of such Unpermitted Material, the
2931 Operator may provide written notice to Agency of such refusal by Contractor.

2932 D. **Reporting, Regulations, and Record Keeping.** Contractor shall comply with
2933 emergency notification procedures required by Applicable Laws and regulatory
2934 requirements. Contractor shall notify all appropriate agencies, including the California
2935 Department of Toxic Substances Control and Local Emergency Response Providers
2936 and the National Response Center of reportable quantities of Hazardous Waste found
2937 or observed in Solid Waste, Targeted Recyclable Materials, Organic Materials,
2938 Electronic Waste, Universal Waste, and Construction and Demolition Debris
2939 anywhere within Service Area. In addition to other required notifications, if Contractor
2940 observes any substances which it or its employees reasonably believe or suspect to
2941 contain Hazardous Wastes unlawfully Disposed of or released on any Agency
2942 property, including storm drains, streets or other public rights of way, Contractor will
2943 immediately notify the Agency and SBWMA.

2944 All records required by regulations shall be maintained at the Contractor's Facility.
2945 These records shall include: waste manifests, waste inventories, waste
2946 characterization records, inspection records, incident reports, and training records.
2947 Contractor shall maintain records showing the types and quantities, if any, of
2948 Hazardous Waste found in Solid Waste, Targeted Recyclable Materials, and Organic
2949 Materials, which was inadvertently Collected from Customers within the Service Area,
2950 but diverted from landfilling.

2951 **8.08 COMMUNICATION AND COOPERATION WITH AGENCY AND SBWMA**

2952 A. **Communications.** The Contractor's general manager shall have e-mail capabilities
2953 to enable the Agency, SBWMA, and the Contractor's general manager to
2954 communicate via e-mail. Contractor's general manager shall respond to Agency and
2955 SBWMA email correspondence within twenty-four (24) hours.

2956 B. **Monthly Meetings.** Upon request from Agency, beginning on the Commencement
2957 Date, and then on a monthly basis thereafter, Contractor shall meet with the Agency
2958 and SBWMA to discuss progress of each active diversion program, quality, and
2959 reliability of Collection services, and compliance with the terms of the Agreement.
2960 SBWMA may attend and participate in these meetings. At each monthly meeting, the
2961 Agency, Contractor, and SBWMA, if attending, shall have the opportunity to present
2962 and discuss proposed changes in service such as changing program requirements or
2963 modifying Collection methods.

2964 C. **Inspection by Agency.** Agency shall have the right, but not the obligation, to
2965 observe and inspect all of the Contractor's operations under this Agreement. In
2966 connection therewith, Agency and SBWMA shall have the right to enter facilities used
2967 by Contractor during operating hours, speak to any of Contractor's employees, and
2968 receive cooperation from such employees in response to inquiries. In addition, upon
2969 reasonable notice and without interference with Contractor's operations, Agency and
2970 SBWMA may review and copy any of Contractor's operational and business records
2971 related to this Agreement. If Agency or SBWMA so requests, Contractor shall make
2972 specified personnel available to accompany Agency and SBWMA employees on
2973 inspections and shall provide electronic copies of records stored in electronic media.

2974 **8.09 COOPERATION WITH DESIGNATED TRANSFER AND PROCESSING FACILITY**
2975 **OPERATOR**

2976 **A. Communications.** If requested by SBWMA, the Contractor shall meet with the
2977 SBWMA and Operator at least once each month to discuss issues related to the
2978 interaction of operations between Contractor and Operator including, but not limited
2979 to:

- 2980 1. Traffic flow;
- 2981 2. Vehicle weighing procedures;
- 2982 3. Targeted Recyclable Materials and Organic Materials Contamination;
- 2983 4. Hazardous Waste screening and safety policies;
- 2984 5. Receiving hours;
- 2985 6. Billing and payment of gate fees for delivery of materials;
- 2986 7. Vehicle parking;
- 2987 8. Employee facilities; and,
- 2988 9. Maintenance facilities.

2989 The Contractor's general manager shall have e-mail capabilities to enable the
2990 Operator and the Contractor's general manager to communicate via e-mail.
2991 Contractor's general manager shall respond to the Operator's email correspondence
2992 within twenty-four (24) hours.

2993 **B. Coordination of Hours.** Contractor shall plan its Collection routes to be compatible
2994 with the Designated Transfer and Processing Facility receiving hours, which shall be,
2995 at a minimum, Monday through Friday from 3:00 a.m. to 6:00 p.m. and Saturday and
2996 Sunday from 6:00 a.m. to 5:00 p.m. Contractor shall deliver Collected materials to
2997 the Designated Transfer and Processing Facility during the receiving hours of the
2998 Designated Transfer and Processing Facility.

2999 **C. Compliance with Facility Rules.** Contractor shall cooperate with Operator and
3000 comply with Operator's requirements including: (i) how and where to unload
3001 Collection vehicles; (ii) respecting operations and construction of new facilities; and,
3002 (iii) the Operator's Hazardous Waste exclusion program. Contractor shall also
3003 cooperate with the Contamination assessment procedures specified in Attachment E-
3004 1. All costs charged by the SBWMA for acceptance of Contractor's materials shall
3005 be paid by Contractor. Contractor shall receive compensation for transfer and
3006 processing costs in accordance with Article 11.

3007 **8.10 BUY-RECYCLED POLICY**

3008 The Contractor shall comply with the purchasing requirements described in this Section,
3009 and shall document its on-going compliance with these requirements upon Agency
3010 request.

3011 **A. Recycled Paper.** The Contractor shall use recycled paper for invoices, Bills, reports,
3012 and public education materials. The recycled paper shall have at least thirty percent
3013 (30%) post-consumer recycled content for uncoated paper and ten percent (10%)
3014 post-consumer recycled content for coated paper based on federal standards.

3015 Contractor shall state on all materials prepared with post-consumer recycled content
3016 the following: "Printed on Recycled Paper."

3017 B. **Re-Refined Motor Oil.** Contractor shall be encouraged but not required to use re-
3018 refined motor oil for its Collection vehicles.

3019 C. **Recycled Plastic.** Contractor shall purchase Carts and Kitchen Pails that contain
3020 the minimum post-consumer content as specified in Attachment D. All Carts and
3021 Kitchen Pails shall be one hundred percent (100%) recyclable.

3022 **8.11 ANNUAL PERFORMANCE HEARING**

3023 A. **Objectives.** Agency or SBWMA may hold a public performance hearing in April or
3024 May of each Rate Year, at which time Contractor shall be present and shall participate
3025 by making a presentation and responding to questions. Agency or SBWMA shall
3026 convene the hearing to address the positive and negative aspects of Contractor's
3027 overall performance. The purpose of the hearing may also involve discussion and
3028 review of technological, economic, and regulatory changes in Collection, waste
3029 reduction, Recycling, processing, and Disposal practices that can improve quality of
3030 service; increase waste reduction and diversion; and ensure services are being
3031 provided effectively and economically. Topics for discussion and review at the
3032 performance hearing shall include, but not be limited to: Contractor's
3033 accomplishments and compliance with various provisions of the Agreement, services
3034 provided, feasibility of providing new services, application of new technologies,
3035 Customer Complaints, possible amendments to this Agreement, developments in the
3036 Applicable Laws and regulations, new initiatives for meeting or exceeding waste
3037 reduction and Recycling goals, regulatory constraints, and Contractor performance.
3038 Agency or SBWMA and Contractor may each select additional topics for discussion
3039 at the performance hearing. As used in this Section 8.11, "Agency or SBWMA"
3040 means Agency if Agency is the one convening the hearing, and SBWMA if SBWMA
3041 is the one convening the hearing.

3042 B. **Process.** Within sixty (60) Days of notification provided by Agency or SBWMA to
3043 Contractor of its intent to conduct a performance hearing, Agency or SBWMA will
3044 submit questions to Contractor pertaining to Contractor's performance and Contractor
3045 shall submit its written response within thirty (30) Days. Agency or SBWMA and
3046 Contractor shall meet to discuss the questions and Contractor's response prior to
3047 submittal by Contractor. Agency or SBWMA and Contractor may request from one
3048 another information or documents related to the scheduled public hearing and Agency
3049 or SBWMA and Contractor shall provide such information promptly.

3050 In addition to Contractor's responses to the questions submitted by Agency or
3051 SBWMA, Contractor may be required to submit a self-assessment report of
3052 Contractor's performance and information pertaining to the following:

3053 1. Recommended Changes or New Services. Changes and/or new services
3054 recommended to improve Agency's or SBWMA's ability to meet and/or exceed
3055 the Agency's or SBWMA's waste reduction and recycling goals and those of the
3056 Act and other State legislation/regulations (such as, but not limited to, AB 341,
3057 AB 901, AB 1594, AB 1826, SB 1061, and SB 1383).

3058 2. Complaint Records. The reports required by this Agreement regarding
3059 Complaints shall be used as one basis for review. Contractor may submit other
3060 relevant performance information and reports for consideration. Agency or

3061 SBWMA may request Contractor to submit specific information for the hearing.
3062 In addition, any Person may submit comments or Complaints during or before
3063 the hearing, either orally or in writing, and these shall be considered.

3064 3. Action Plan. Contractor shall prepare and submit an action plan for improving
3065 and/or modifying its Collection services and other services if requested.

3066 Not less than ten (10) Business Days prior to the scheduled hearing date, Agency or
3067 SBWMA and Contractor shall exchange any written reports and other documents that
3068 will be provided or presented at the hearing. Not less than five (5) Business Days
3069 before the scheduled hearing date, Agency or SBWMA and Contractor shall ensure
3070 their availability to discuss the content and underlying support for such reports.

3071 Agency or SBWMA and Contractor shall attend and participate in the performance
3072 hearing. Contractor may be required to present an oral report on its performance at
3073 the performance hearing. Contractor's failure to attend and participate in the
3074 performance hearing and provide an oral presentation upon request; provide a written
3075 response to the questions or request for a self-assessment report submitted by
3076 Agency or SBWMA; or submit an action plan if requested by Agency or SBWMA may
3077 result in Liquidated Damages pursuant to Attachment J.

3078 Within sixty (60) Days after the conclusion of each performance hearing, Agency or
3079 SBWMA may issue a report. As a result of the review, Agency or SBWMA may
3080 require Contractor to provide expanded or new services within a reasonable time
3081 frame and for reasonable compensation; and Agency or SBWMA may direct
3082 Contractor to take corrective actions for any performance inadequacies.

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ARTICLE 9
RECORD KEEPING AND REPORTING

3086 **9.01 GENERAL**

3087 Contractor shall compile and maintain records related to its performance as necessary to
3088 develop the reports required by this Agreement. Contractor agrees to conduct data
3089 collection, record keeping, and reporting activities necessary to meet the reasonable
3090 reporting and Solid Waste, Recyclable Materials, and Organic Materials program
3091 management needs of the Agency, and to comply with Contractor's obligations under the
3092 Act and other State legislation/regulations (such as, but not limited to, AB 341, AB 1826,
3093 and SB 1383), other Applicable Laws, and the requirements of this Agreement.

3094 Record keeping and reporting requirements specified in this Agreement shall not be
3095 considered a comprehensive list of reporting requirements. In particular, Article 9 is
3096 intended to highlight the general nature of records and reports and their minimum content
3097 and is not meant to comprehensively define the scope and content of the records and
3098 reports. Upon written direction or approval of Agency, the records and reports required
3099 by Contractor in accordance with this and other Articles of the Agreement shall be adjusted
3100 in number, format, or frequency.

3101 Contractor shall maintain all records necessary to allow the Agency to determine
3102 Contractor's compliance with the terms of the Agreement and compliance with the
3103 Performance Standards and Performance Incentives/Disincentives presented in this
3104 Agreement including, but not limited to, those related to the quality of Collection services
3105 and customer service and those identified in Attachments I and J. The records shall be
3106 maintained in a manner that allows for easy verification of Contractor's performance.

3107 **9.02 GENERAL RECORD KEEPING PROVISIONS**

3108 A. **General.** Contractor shall maintain records required to conduct its operations, to
3109 support requests it may make to Agency, and to respond to requests from Agency.
3110 All records shall be maintained for five (5) years after the expiration or early
3111 termination of this Agreement.

3112 In order to set Contractor's Compensation pursuant to Article 11, it is necessary for
3113 Contractor to maintain accurate, detailed financial and operational information in a
3114 consistent format and to make such information available to the Agency in a timely
3115 fashion, and in accordance with reporting requirements specified in this Article.

3116 B. **Inspection of Records.** Agency shall have the right to inspect or review the payroll
3117 tax reports, specific documents or records required expressly or by inference
3118 pursuant to this Agreement, or any other similar records or reports of Contractor that
3119 Agency shall deem, in its sole discretion, reasonably necessary to evaluate reports,
3120 compensation applications provided for in this Agreement, and Contractor's
3121 performance or other matters related to this Agreement.

3122 The Agency, its auditors, and other agents selected by the Agency, shall have the
3123 right, during regular business hours, to conduct unannounced on-site inspections and
3124 review of the records and accounting systems of Contractor and to make copies of
3125 any of Contractor's documents relevant to this Agreement. Upon request, Contractor
3126 shall arrange for records of Related Party Entities to be made available to Agency
3127 and its official representatives for review, to the extent such records are reasonably

3128 necessary to evaluate reports, compensation applications, Contractor's performance,
3129 or other matters related to this Agreement.

3130 C. **Retention of Records.** Unless otherwise herein required, Contractor shall retain all
3131 records and data required to be maintained by this Agreement for the Term plus at
3132 least five (5) years after expiration or early termination of the Agreement. Records,
3133 and data shall be in a chronological and organized form and readily and easily
3134 interpreted. At the Agency's request, records and data required to be retained shall
3135 be retrieved in a timely manner (which shall not exceed more than ten (10) Business
3136 Days unless Contractor obtains prior written approval from the Agency) by Contractor
3137 and made available to the Agency.

3138 Contractor shall maintain copies of all Billings and Billing Collections (e.g., Customer
3139 payments) records or copies of Billing summary reports (that document all Billings
3140 and Billing Collections for each Customer) for five (5) years, following the date of
3141 Billings, for inspection and verification by Agency.

3142 Records and data required to be maintained that are not specifically directed to be
3143 retained that are, in the sole opinion of the Agency, material to the determination of
3144 Contractor's Compensation or Rates or to determination of Contractor's performance,
3145 shall be retrieved by Contractor and made available to the Agency in a timely manner
3146 (which shall not exceed ten (10) Business Days unless Contractor obtains prior
3147 written approval from the Agency). When records and data are not retained or
3148 provided by the Contractor, the Agency may make reasonable assumptions regarding
3149 what information is contained in such records and data, and such assumption(s) shall
3150 be conclusive in whatever action the Agency takes.

3151 D. **Record Security.** Contractor shall maintain adequate record security to preserve
3152 records from events that can be reasonably anticipated such as a fire, theft, and an
3153 earthquake. Electronically-maintained data and/or records shall be protected,
3154 backed up, and stored at a separate site from the original data.

3155 **9.03 RECORD KEEPING REQUIREMENTS**

3156 A. **Maintenance of Financial and Operational Records**

3157 1. General. In order to effectuate Contractor's Compensation pursuant to Article
3158 11, it is necessary for Contractor to maintain accurate, detailed financial and
3159 operational information in a consistent format and to make such information
3160 available to the Agency and the SBWMA in a timely fashion.

3161 2. Contractor's Accounting Records. Contractor shall maintain accurate and
3162 complete accounting records containing the underlying financial and operating
3163 data relating to, and showing the basis for computation of, all costs associated
3164 with providing services under this Agreement. The accounting records shall be
3165 prepared in accordance with Generally Accepted Accounting Principles (GAAP)
3166 consistently applied.

3167 B. **Collection Service Records**

3168 Records shall be maintained and retained by Contractor for Agency relating to:

3169 1. Customer and Billing information including, but not limited to, the following for
3170 each Customer.

- 3171 a. Names, addresses, and phone numbers of Customer, Billing contact
- 3172 Person, and, if appropriate, for property manager or on-site contact Person.
- 3173 b. Solid Waste service level, Targeted Recyclable Materials service level, and
- 3174 Organic Materials service level (where service level includes the number of
- 3175 Containers, size of each Container, and the Collection frequency of each
- 3176 Container).
- 3177 c. Number of tenant or living units at Multi-Family Residential Complexes.
- 3178 d. Service exemptions for SFD Premises (if applicable).
- 3179 e. Special services (e.g., Backyard and Special Handling Collection for SFD
- 3180 Premises, push/pull service, lock/unlock service, Container Relocation
- 3181 Service, Long Distance Service, etc.).
- 3182 2. Contractor's Customer and Billing system shall allow for information to be
- 3183 compiled easily and separately for each Service Sector.
- 3184 3. Weight and volume of material Collected by type (e.g., Solid Waste, Targeted
- 3185 Recyclable Materials, Organic Materials). Where possible, information shall be
- 3186 provided separately for each Service Sector.
- 3187 4. Route sheets and route maps identifying the accounts serviced by each
- 3188 Collection vehicle on a daily basis (e.g., detailed GPS reports).
- 3189 5. Facilities, equipment, and personnel used.
- 3190 6. Facilities and equipment operations, maintenance, and repair.
- 3191 7. Tonnage of Solid Waste, Targeted Recyclable Materials, Universal Waste, and
- 3192 Organic Materials listed separately by materials type and Service Sector and the
- 3193 facility where materials were delivered (e.g., Designated Transfer and
- 3194 Processing Facility).
- 3195 8. Monthly Overall Diversion Level, monthly SFD Diversion Level, and the monthly
- 3196 Commercial Diversion Level (each stated as a percentage) and calculated in
- 3197 accordance with Attachment I.
- 3198 9. Targeted Recyclable Materials, Used Motor Oil and Used Motor Oil Filters,
- 3199 Household Batteries, Cell Phones, and Organic Materials Collection participation
- 3200 and set-out rates.
- 3201 10. Tonnage of materials Collected from On-Call Bulky Item Collection services
- 3202 described in Sections 5.05, 5.06 and 5.12, community collection events as
- 3203 described in Sections 5.13 and 5.14, and abandoned waste clean-up events
- 3204 described in Section 5.09, reported separately by material type Collected and
- 3205 listing destination where materials were delivered (e.g., Goodwill Industries,
- 3206 Designated Transfer and Processing Facility, etc.).
- 3207 11. Tonnage of Solid Waste, Recyclable Materials, and Organic Materials Collected
- 3208 from Venues and Community Events as described in Section 5.08 reported
- 3209 separately by material type Collected and reported separately for each Venue
- 3210 and Community Event as the total Tonnage of each material type for each Venue
- 3211 or Community Event monthly.

3212 12. Volume of Used Motor Oil and number of Used Motor Oil Filters Collected by
3213 Contractor reported separately for each facility where materials were delivered.

3214 **C. Other Programs Records**

3215 Records for other programs shall be tailored to specific needs. In general, Contractor
3216 shall maintain and retain the following records:

- 3217 1. Plans, tasks, and milestones; and,
3218 2. Accomplishments including activities conducted, dates, quantities of products
3219 used, produced or distributed, and numbers of participants and responses.

3220 **D. Customer Service Records.** Daily logs of all Complaints and Inquiries shall be
3221 retained for a minimum of thirty-six (36) months. Contractor shall maintain and retain
3222 customer service center records which include, but are not limited to, the following
3223 statistics:

- 3224 1. Number of calls received on a daily and monthly basis;
3225 2. Number of calls answered on a daily and monthly basis;
3226 3. Number of abandoned (dropped) calls on a daily and monthly basis;
3227 4. Average abandoned time (i.e., Hold Time before abandoning call);
3228 5. Number of delayed calls (i.e., calls where caller is placed on hold before speaking
3229 with a customer service agent) on a daily and monthly basis;
3230 6. Average Hold Time for incoming calls on a daily and monthly basis;
3231 7. Percentage of calls answered by a Person within thirty (30) seconds on a daily
3232 and monthly basis;
3233 8. Percentage of calls answered within three (3) minutes on a daily and monthly
3234 basis;
3235 9. Number of e-mail responses sent from the customer service department to
3236 Customers on a monthly basis;
3237 10. Number and percentage of Complaint and Inquiry e-mails or submissions
3238 through Contractor website that received responses before close of business on
3239 the Day received on a monthly basis;
3240 11. Number and percentage of Complaint and Inquiry e-mails that received
3241 responses by the close of business on the Day following the receipt of the
3242 Complaint or Inquiry;
3243 12. Number of Complaints and Inquiries received through Contractor's website on a
3244 daily and monthly basis;
3245 13. Names of all Customer service representatives employed; and,
3246 14. Minimum, average, and maximum number of customer service representatives
3247 employed during each month.

3248 **E. CERCLA Defense Records.** Agency views the ability to defend against CERCLA
3249 and related litigation as a matter of great importance. For this reason, the Agency
3250 regards the ability to prove where Solid Waste Collected in the Agency area was
3251 taken for transfer or Disposal, to be matters of concern. Contractor shall maintain

3252 data retention and preservation systems which can establish where Solid Waste
3253 Collected in the Service Area was delivered for transfer or Disposal. This provision
3254 shall survive the expiration of this Agreement.

3255 F. **Compilation of Information for State Law Purposes.** Contractor shall compile
3256 information on amounts of Solid Waste delivered to the Designated Transfer and
3257 Processing Facility and to other locations, as well as other information which the
3258 Agency may reasonably request.

3259 Contractor shall maintain these records for a minimum of ten (10) years after
3260 expiration or earlier termination of the Agreement. Contractor shall provide these
3261 records to Agency (upon request or at the end of the record retention period) in an
3262 organized and indexed manner rather than destroying or Disposing of them.

3263 **9.04 GENERAL REPORTING REQUIREMENTS**

3264 A. **Purpose.** Records shall be maintained and retained in forms, on media, and by
3265 methods that facilitate flexible use of data contained in them to structure reports, as
3266 needed. Reports are intended to compile recorded data into useful forms of
3267 information that can be used to, among other things:

- 3268 1. Evaluate Diversion performance
- 3269 2. Evaluate Contractor's performance
- 3270 3. Monitor Customer participation in Targeted Recyclable Materials and Organic
- 3271 Materials Collection programs and in other programs using several different
- 3272 performance measures
- 3273 4. Monitor changes in the number of Customers and Customers' service levels
- 3274 5. Determine needs for adjustment to programs and cost for such changes
- 3275 6. Evaluate customer service and Complaints
- 3276 7. Determine and set Contractor's Compensation and Rates

3277 B. **Report Format.** Contractor may propose report formats that are responsive to the
3278 objectives and audiences for each report. The format of each report shall be
3279 approved by Agency. The Agency may review and request changes to Contractor's
3280 report formats and content and Contractor shall not unreasonably deny such
3281 requests. Contractor agrees to submit all reports by e-mail in a format compatible
3282 with the Agency's software and computers so the Agency can sort and analyze data.
3283 Contractor shall provide a certification statement, under penalty of perjury by the
3284 responsible Contractor official, that the report being submitted is true and correct to
3285 the best knowledge of such official after their reasonable inquiry.

3286 C. **Submittal Schedule and Instructions.** Contractor shall submit monthly reports
3287 within fifteen (15) Days after the end of the reporting month, quarterly reports within
3288 thirty (30) Days after the end of the reporting quarter, and annual reports within forty-
3289 five (45) Days after the end of the reporting year. Contractor shall submit (via e-mail)
3290 all reports to the person(s) designated by SBWMA and Agency. Each quarterly report
3291 shall be in lieu of the monthly report for the third month of the quarter; thus, Contractor
3292 shall submit a total of thirteen (13) periodic reports per year: eight (8) monthly reports,
3293 four (4) quarterly reports, and one (1) annual report.

3294 D. **Failure to Report.** The refusal or failure of Contractor to file any required reports, or
3295 to provide required information to Agency, or the inclusion of any materially false or

3296 misleading statement or representation by Contractor in such report shall be deemed
3297 a Contractor default as described in Section 14.01 subject to the notice and cure
3298 provisions of that section and shall subject Contractor to all remedies which are
3299 available to the Agency under the Agreement or otherwise.

3300 E. **Accuracy of Reports.** The failure of Contractor to file accurate and timely reports,
3301 proposal(s), information, or correspondence to Agency or SBWMA, or the inclusion
3302 of any inaccurate or misleading data, statement or representation by Contractor in
3303 such report(s), proposal(s), information, or correspondence to Agency or SBWMA,
3304 shall be subject to Liquidated Damages as set forth in Attachment J. In addition, the
3305 inclusion of any materially false or misleading statement or representation by
3306 Contractor in such report shall be deemed a Contractor default as described in
3307 Section 14.01 subject to the notice and cure provisions of that Section and shall
3308 subject Contractor to all remedies which are available to the Agency under the
3309 Agreement or otherwise.

3310 F. **Source Files.** Contractor shall provide the SBWMA the following information: (i) with
3311 each monthly or quarterly report, a spreadsheet provided by Operator showing all
3312 Tonnages Collected by Contractor and delivered to the Shoreway Recycling and
3313 Disposal Center from Member Agencies during the reporting month, listed separately
3314 by Member Agency, material type, and Service Sector; (ii) with each monthly or
3315 quarterly report, a spreadsheet containing the information required by Sections
3316 9.06.B, 9.06.D, and 9.06.E; and, (iii) with each annual report, a spreadsheet
3317 containing the information required by Section 9.07.B. Such information need not be
3318 included in the published reports provided to Agency.

3319 **9.05 MONTHLY REPORTS**

3320 Monthly reports shall present the information described in this Section in a format agreed
3321 upon by the Agency.

3322 A. **Tonnage Information.** Contractor shall provide the Tonnage information requested
3323 below by Service Sector on a monthly and year-to-date basis, with a comparison to
3324 the prior year. However, the Agency reserves the right to request the monthly
3325 Tonnage data by route.

3326 1. Solid Waste. Total Solid Waste Tonnage Collected and Disposed by Service
3327 Sector.

3328 2. Targeted Recyclable Materials Services. Total Targeted Recyclable Materials
3329 Tonnage Collected and delivered for processing by Service Sector listed
3330 separately by material type Collected (e.g., Single-Stream Recyclable Materials,
3331 Source Separated cardboard, Source Separated paper, Used Motor Oil, Used
3332 Motor Oil Filters, etc.).

3333 3. Organic Materials Services. Total Organic Materials Tonnage Collected and
3334 delivered for processing by Service Sector listed separately by material type
3335 (e.g., Plant Materials, Food Scraps, or Organic Materials).

3336 B. **Diversion Level.** Contractor shall provide the monthly and year-to-date
3337 Calculated Overall Diversion Level, the monthly and year-to-date Residential
3338 Diversion Level, and the monthly and year-to-date Commercial Diversion Level
3339 (each stated as a percentage) calculated in accordance with Attachment I, with

3340 a comparison to the prior year. In addition, Contractor shall present the
3341 calculations used to determine the diversion levels.

3342 C. **Complaint, Inquiry and Service Requests Data.** Contractor shall provide
3343 information on the number of Complaints, Inquiries service requests received from
3344 Customers, Generators, or other Person by category (e.g., missed pickups, noise
3345 Complaints, scheduled On-Call Bulky Item Collection events, Overage events, Billing
3346 concerns, property damage claims, requests for information, delivery of Recycling
3347 Tote-Bags, inventory of Recycling Tote-Bags, etc.). Complaint summary, for each
3348 month, summarized by nature of Complaint, Inquiry, and service request on a
3349 compatible computer disc or other memory device approved by Agency. The
3350 categorization of Complaints, Inquiries, and service requests shall be agreed upon by
3351 the Agency, SBWMA, and Contractor prior to the Commencement Date, and shall be
3352 adjusted during the Term upon agreement between Agency, SBWMA and Contractor.

3353 D. **Call Center Data.** Number of calls received, number of calls answered, number of
3354 dropped calls, percentage of dropped calls, Average Hold Time, percentage of calls
3355 answered in thirty (30) seconds.

3356 E. **Monthly Gross Revenues and Fee Reports.** Pursuant to Article 10, a statement
3357 itemizing each fee paid by Contractor to Agency in the month; detailing calculation of
3358 each monthly fee amount; and stating monthly Gross Revenue Billed, by Service
3359 Sector, for all operations conducted or permitted by this Agreement.

3360 F. **Abandoned Waste Collection.** Contractor shall provide a list of all abandoned waste
3361 Collection events performed identifying the address of each Collection location.

3362 G. **Multi-Family Tote Bag Distribution.** Contractor shall provide a report on Multi-
3363 Family Tote Bag Distribution as required by Article 5, Collection Service, Section
3364 5.03.C.2.

3365 H. **Other Information.** Other information or reports that Agency may reasonably
3366 request or require be added to reporting. These requests may include, but shall not
3367 be limited to, information regarding on-call Bulky Item Collection programs,
3368 abandoned waste Collection, Used Motor Oil and Used Motor Oil Filter Collection,
3369 and Community Events and Venues Collection.

3370 **9.06 QUARTERLY REPORTS**

3371 Quarterly reports shall present the information described in this Section, in addition to the
3372 monthly information required under Section 9.05.

3373 A. **On-Site Customer Assessments and Visual Audits.** Contractor shall report the
3374 number of site assessments and visual audits conducted for Multi-Family Dwelling,
3375 Commercial, and Agency Customers, which are required by Sections 7.04 and 7.05.
3376 SBWMA may request additional statistics as necessary.

3377 B. **Public Education Activities.** Contractor shall report the following public education
3378 activity information.

- 3379 1. Public education materials produced and total number of each distributed.
- 3380 2. Dates, times, and names of meetings or events attended.
- 3381 3. Dates, times, and names of school(s) where presentations were performed.

- 3382 4. Completion of other activities specified in the then-current Three-Year Public
- 3383 Education Plan.
- 3384 5. Other educational activities as may be requested by Agency.
- 3385 C. **Determination and Payment of Liquidated Damages.** In accordance with the
- 3386 requirements of Section 14.07, Contractor shall provide a report that identifies any
- 3387 non-compliance with performance measures listed in Attachment J and include
- 3388 calculation of the Liquidated Damages due. Contractor may include with its report a
- 3389 written request to meet with Agency's Manager or his or her designee to discuss
- 3390 Contractor's evidence refuting the basis for assessing Liquidated Damages
- 3391 pertaining to unacceptable employee behavior. In such cases, Contractor shall
- 3392 include with its report evidence in writing and written testimony of its employees and
- 3393 others relevant to the incident(s)/non-performance. Agency's Manager or his or her
- 3394 designee will provide Contractor with a written explanation of his or her determination
- 3395 on each incident(s)/non-performance. The decision of Agency's Manager or his or
- 3396 her designee shall be final.
- 3397 D. **Account Summary.** Provide the following account summary information in table
- 3398 format:
 - 3399 1. Number of Customers in each Rate and Charge category.
 - 3400 2. Total number of Residential, Commercial, and Drop Box Customers subscribing
 - 3401 to Solid Waste, Targeted Recyclable Materials, and Organic Materials Collection
 - 3402 service listed separately by Service Sector and material type.
 - 3403 3. Percentage of Customers subscribing to Targeted Recyclable Materials
 - 3404 Collection service (listed separately for Multi-Family, Commercial, and Drop Box
 - 3405 Customers), which shall be equal to the total number of Targeted Recyclable
 - 3406 Materials Customers divided by the total number of Solid Waste Customers.
 - 3407 4. Percentage of Customers subscribing to Organic Materials Collection service
 - 3408 (listed separately for Multi-Family, Commercial, and Drop Box Customers), which
 - 3409 shall be equal to the total number of Organic Materials Customers divided by the
 - 3410 total number of Solid Waste Customers.
 - 3411 5. Weekly gallons or cubic yards of service provided to Residential, Commercial,
 - 3412 and Drop Box Customers subscribing to Solid Waste, Targeted Recyclable
 - 3413 Materials, and Organic Materials Collection service listed separately by Service
 - 3414 Sector and material type for one week.
- 3415 E. **Operational Data.** Contractor shall submit the following:
 - 3416 1. A summary of Collection route operational data including: average number of
 - 3417 Customers and Containers serviced per route per Day for each Collection route;
 - 3418 average number of actual both on-route and off-route hours per Day by route
 - 3419 (distinguishing between Standard Collection Vehicle Routes and Special
 - 3420 Collection Vehicle Routes, if appropriate);
 - 3421 2. List of the one hundred (100) largest generators based on weekly Solid Waste
 - 3422 volumes (listed in descending order) within Agency for both Commercial and
 - 3423 Multi-Family Customers. This reporting shall include, at a minimum: the name
 - 3424 of the Customer; the name of the business; the address of the business; the
 - 3425 type(s) of service received (e.g. Collection of Solid Waste, Single-Stream

3426 Targeted Recyclable Materials, Plant Materials, Food Scraps, Organic Materials,
3427 Source Separated cardboard, Source Separated paper, etc.); the volume of
3428 service received weekly measured in cubic yards; the frequency of service
3429 received measured in number of Collections per week; the diversion volume
3430 measured as total service level volume divided by Targeted Recyclables
3431 Materials and/or Organic Materials Collection volume; and, the change in service
3432 level from the prior quarter.

3433 F. **Recycling Technical Assistance Plan Status Report.** Contractor must prepare and
3434 submit to Agency and SBWMA, a Recycling Technical Assistance Plan Status Report
3435 providing required reporting information identified in the then-current Three-Year Plan
3436 (prepared in accordance with Section 7.03.B).

3437 G. **Determination and Payment of Performance Incentives and Disincentives.** In
3438 accordance with the requirements of Section 11.07, Contractor shall provide on a
3439 quarterly basis a report that identifies compliance with the performance standards
3440 listed in Attachment I and includes calculation of the performance incentive payments
3441 and disincentive assessments due. Performance incentives (in the form of increased
3442 compensation to Contractor) will be awarded by Agency for excellent performance on
3443 aspects of diversion and Customer service as specified in Attachment I.

3444 All performance incentives and disincentives payments are to be included in
3445 Contractor's annual Rate Application and Contractor's Compensation for the next
3446 Rate Year will be increased or decreased by the net amount of performance incentive
3447 payments and disincentive assessments calculated in the Application. Performance
3448 incentives and disincentives for Diversion and Average Speed of Answer and
3449 performance disincentives for Ninety (90) Second Maximum Hold Time shall be
3450 calculated in aggregate for the SBWMA Service Area and Agency's share shall be
3451 proportional based on the Tons of Solid Waste Collected by Contractor for the
3452 previous Rate Year.

3453 H. **Quality Assurance Program.** Contractor shall report quarterly on quality of the
3454 Customer service experience when Customer was interacting with Contractor,
3455 described in Section 7.02.F, during the prior month. The report shall include (i) name
3456 and Service Sector of each Customer contacted, (ii) date and time, (iii) name of
3457 Customer service representative placing call, (iv) summary of Customer's responses
3458 to questions and other information provided, and (v) follow-up actions taken, if any,
3459 in response to calls. The actual surveys shall be kept by the Contractor compliant
3460 with the record keeping requirements of the Agreement and such surveys shall be
3461 made available to the Agency or SBWMA upon request.

3462 **9.07 ANNUAL REPORTS**

3463 Annual reports shall present the information described in this Section, in addition to the
3464 monthly and quarterly report information required under Sections 9.05 and 9.06. The
3465 monthly and quarterly report information shall be presented as well as the annual totals
3466 for the Rate Year, when applicable (e.g., for Tonnage data, Diversion Level, Complaint
3467 and Inquiry data, Gross Revenue Billed, and Franchise Fees, etc.)

3468 **A. Operational Information**

3469 **1. Routes by Service Sector**

3470 **a. Number of routes per Day**

- 3471 b. Types of vehicles
- 3472 c. Crew size per route
- 3473 e. Number of full-time equivalent routes
- 3474 f. Number of accounts per route
- 3475 g. Total hours per Service Sector per Day and per year
- 3476 h. Average cost per route
- 3477 i. Route sheets and maps
- 3478 2. Personnel
- 3479 a. Organizational chart
- 3480 b. Job classifications and number of full-time equivalent positions for each (e.g. administrative, customer service representatives, drivers, supervisors, educational staff, etc.)
- 3481
- 3482
- 3483 c. Annual wages by job classification including benefits
- 3484 3. Productivity Statistics
- 3485 a. Number of accounts per Service Sector
- 3486 b. Number of set-outs per Service Sector
- 3487 c. Tons per route per Day by Service Sector
- 3488 4. Operational Changes
- 3489 a. Number of routes
- 3490 b. Staffing
- 3491 c. Supervision
- 3492 d. Collection services
- 3493 5. Equipment - An inventory of equipment in accordance with Section 8.04.D.
- 3494 6. Billing - Billing review report in accordance with Section 7.01.F.
- 3495 B. **Customer Account Information.** As part of the annual reporting requirement, Contractor shall make available to Agency detailed Customer account information in tabular format and in electronic format (in computer software format that is compatible with the Agency's) including the following information for each Customer: account number; service address; assessor parcel number for Accounts agreed to by Contractor and Agency; Customer's name, address, and phone number; Billing contact name, Billing address, and phone number; Solid Waste, Targeted Recyclable Materials, and Organic Materials Collection service level (i.e., number of Containers, size of Containers, frequency of Collection, and Day(s) of Collection), and Rate or Charge billed. For Multi-Family Customers, the Customer account information shall also include the number of dwelling units at each Multi-Family Residential Complex.
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- 3506 C. **Customer Service Operations.** Contractor shall annually prepare and submit, to Agency and SBWMA, a Customer Service Operations Plan that shall include, at a minimum, the following sections:
- 3507
- 3508
- 3509 1. Customer Service Call Center
- 3510 a. Provide the number CSR supervisory staff and describe their responsibilities.
- 3511

- 3512 b. Contractor must describe its training strategy for CSR and CSR supervisory
- 3513 staff.
- 3514 c. Contractor must describe its strategy and overall approach to attracting and
- 3515 retaining a high quality CSR staff.
- 3516 2. Website
- 3517 a. Number of on-line payments made
- 3518 b. Number of On-Call Collection Services scheduled
- 3519 c. Number of On-Call Bulky Goods Collections scheduled
- 3520 d. Number of extra Solid Waste pick-ups scheduled
- 3521 e. Number of service changes requested
- 3522 f. Number of Complaints documented and resolved
- 3523 3. Customer Information System
- 3524 a. Status of any changes or upgrades made to system software
- 3525 b. Description of proposed changes to system software
- 3526 c. Explanation and schedule of training activities
- 3527 4. Staffing
- 3528 5. Commercial customer service
- 3529 D. **Related Party Entities.** Contractor agrees that all financial transactions with all
- 3530 Related Party Entities shall be approved in advance in writing and disclosed annually
- 3531 (coinciding with Contractor's annual audited financial statements referred to in this
- 3532 Section 9.07) to the Agency in a separate disclosure letter to the Agency. This letter
- 3533 shall include the following information: a general description of the nature of each
- 3534 transaction, or type of (for many similar) transaction, as applicable. Such description
- 3535 shall include for each (or similar) transaction, amounts, specific Related Party Entity,
- 3536 basis of amount (how amount was determined), and description of the allocation
- 3537 methodology used to allocate any common costs. Amounts shall be reconciled to the
- 3538 Related Party Entity disclosures made in Contractor's annual audited financial
- 3539 statements referred to in this Section.
- 3540 At the Agency's request, Contractor shall provide the Agency with copies of working
- 3541 papers or other documentation deemed relevant by the Agency relating to information
- 3542 shown in the annual disclosure letter. The annual disclosure letter shall be provided
- 3543 to the Agency within sixty (60) Business Days of Contractor's Fiscal Year end.
- 3544 E. **Contractor's Review of Billings.** Pursuant to the requirements described in Section
- 3545 7.01.F, Contractor shall submit a report on its review of Billings.
- 3546 F. **Determination and Payment of Liquidated Damages.** In accordance with the
- 3547 requirements of Sections 14.07 and 11.07.D, Contractor shall provide with its annual
- 3548 report, a report that identifies any non-compliance with the performance standards
- 3549 listed in Attachment J and includes calculation of the Liquidated Damages due. This
- 3550 report shall be accompanied by supporting documentation identifying Contractor's
- 3551 compliance or non-compliance with the specified performance standards. The report
- 3552 submittal shall be accompanied by a check from Contractor in the amount of the
- 3553 Liquidated Damages due (per Contractor's calculation and self-reporting) for the
- 3554 reporting period.

3555 G. **Determination and Payment of Performance Incentives and Disincentives.** In
 3556 accordance with the requirements of Section 11.07, Contractor shall provide with its
 3557 annual report, a report that identifies any non-compliance with the performance
 3558 standards listed in Attachment I and includes calculation of the performance incentive
 3559 payments and disincentive assessments due. Performance Incentives (in the form of
 3560 increased compensation to Contractor) will be awarded by Agency for excellent
 3561 performance on aspects of Solid Waste diversion, Collection service delivery and
 3562 customer service as specified in Attachment I. Performance disincentives will be
 3563 assessed by Agency for substandard performance on aspects of Solid Waste
 3564 diversion, Collection service delivery and customer service specified in Attachment I.

3565 Payment related to performance incentives and disincentives are to be included in
 3566 Contractor's annual Rate Application and Contractor's Compensation for the next
 3567 Rate Year will be increased or decreased by the net amount of performance incentive
 3568 payments and disincentive assessments calculated. performance incentives and
 3569 disincentives shall be calculated as specified in Attachment I.

3570 **9.08 REQUIRED SPECIFIC REPORTING**

3571 Event-specific reports shall be submitted following the occurrence of the event as
 3572 described in this Section.

3573 A. **Report of Accumulated Solid Waste; Unauthorized Dumping.** As required by
 3574 Section 7.07, Contractor shall report: (i) the addresses of any Premises at which the
 3575 driver observes that Solid Waste, Targeted Recyclable Materials, and/or Organic
 3576 Materials is accumulating; and (ii) the address, or other location description, at which
 3577 Solid Waste, Targeted Recyclable Materials, and/or Organic Materials has been
 3578 dumped in an apparently unauthorized manner. The report shall be delivered to the
 3579 Agency within one (1) Business Day of such observation.

3580 B. **Hazardous Waste.** As required by Section 8.07, the Contractor shall notify the
 3581 Agency of any Hazardous Waste identified in Containers or left at any Premises within
 3582 twenty-four (24) hours of identification of such material.

3583 C. **Reporting Adverse Information.** Contractor shall provide Agency two (2) copies
 3584 (one (1) to the Agency Manager, one (1) to the Agency Attorney) of all reports,
 3585 pleadings, applications, notifications, Notices of Violation, communications or other
 3586 material relating specifically to Contractor's performance of services pursuant to this
 3587 Agreement, submitted by Contractor to, or received by Contractor from, the United
 3588 States or California Environmental Protection Agency, the California Department of
 3589 Resources Recycling and Recovery (CalRecycle), the Securities and Exchange
 3590 Commission or any other federal, State, County, or local agency, including any
 3591 federal or State court. Copies shall be submitted to Agency simultaneously with
 3592 Contractor's filing or submission of such matters with said agencies. Contractor's
 3593 routine correspondence to said agencies need not be submitted to Agency, but shall
 3594 be made available to Agency promptly upon Agency's written request.

3595 **9.09 UPON-REQUEST REPORTING**

3596 A. **Holiday Tree Services.** Within ten (10) Business Days of Agency's request,
 3597 Contractor shall report the Tonnage of Holiday Trees Collected at the Drop Box sites
 3598 or at drop-off sites (if drop-off sites were established).

- 3599 B. **Summary Assessment.** Within thirty (30) Days of Agency's request, highlight
3600 significant accomplishments and problems. Identify recommendations and/or plans
3601 to improve services.
- 3602 C. **Hazardous Waste Records.** A summary or copy of the Hazardous Waste records
3603 required under Section 8.07.D.
- 3604 D. **GPS Route Reports.** Contractor shall provide GPS reports as reasonably requested
3605 by Agency or SBWMA.
- 3606 E. **Other.** The Agency reserves the right to request additional reports from the
3607 Contractor, and the Contractor shall deliver such reports within twenty-five (25)
3608 Business Days of such request provided that such information is similar in nature to
3609 the required elements of the monthly, quarterly, or annual reporting requirements
3610 described in Sections 9.05, 9.06, and 9.07. If the information requested by the
3611 Agency is not typically part of the Contractor's reporting requirements described in
3612 Sections 9.05, 9.06, and 9.07, Contractor shall provide such information if the
3613 Contractor is required to maintain the information under the record-keeping
3614 requirements described in Sections 9.01, 9.02, and 9.03.
- 3615 Contractor acknowledges that the Agency has to submit information to State and local
3616 agencies related to the Act, AB 341, AB 1826, and SB 1383 and may require
3617 additional reporting from the Contractor. If Agency needs additional information to
3618 complete its reports, Contractor shall provide additional information to the extent
3619 Contractor has maintained records on the information requested. The Parties
3620 acknowledge that Contractor shall provide reports to the Agency, and shall not submit
3621 reports to State or local agencies on the behalf of the Agency.
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ARTICLE 10
FRANCHISE FEE AND OTHER FEES

3625 10.01 GENERAL

3626 The fees described in this Article shall be treated as Other Pass-Through Costs for the
3627 purposes of determining the Revenue Requirement and shall be recoverable through the
3628 Agency-set Rates and Charges that Contractor bills Customers. Contractor shall
3629 separately identify any of the fees established under this Article on Customer bills if
3630 directed to do so by Agency.

3631 10.02 FRANCHISE FEE

3632 In consideration of the exclusive franchise granted to Contractor by this Agreement, and
3633 to reimburse Agency for costs incurred in administering this Agreement, Contractor shall
3634 pay to Agency a Franchise Fee specified in Attachment M, as may be amended.

3635 10.03 OTHER FEES

3636 Agency has adopted or may adopt other fees, which are intended to recover the costs of
3637 services related to Solid Waste management, Recycling, and cleanliness of public streets
3638 and/or public litter and Recycling containers through inclusion in Rates. The other fees
3639 currently in effect, or which are expected to be in effect as of January 1, 2021 are listed in
3640 Attachment M, as may be amended.

3641 10.04 TIME AND METHOD OF PAYMENT

3642 On or before the twentieth (20th) Day of each month, Contractor shall pay to Agency (i) the
3643 amount of the Franchise Fees due on Gross Revenues Billed during the immediate
3644 previous month, and (ii) one-twelfth of any other fee established by Agency unless Agency
3645 directs a different payment schedule for such other fees.

3646 Contractor shall provide, concurrently with the payment of fees, a statement showing the
3647 calculation of each fee, including the Gross Revenues Billed from Customers in each
3648 Service Sector for that month. The statement shall be in a format, and contain the level
3649 of detail, specified by Agency. Payments from Contractor to Agency shall be made by
3650 wire transfer or other method authorized by Agency.

3651 If a fee is not paid on time, Contractor shall pay a late payment charge to the Agency equal
3652 to two percent (2%) of the fees due for that month. In addition, Contractor shall pay an
3653 additional two percent (2%) on any unpaid balance for each thirty (30) Day period a portion
3654 of the fee due remains unpaid. Late payment charges are not included in Contractor's
3655 Compensation and may not be recovered through Rates or Charges. Changes to
3656 Contractor's Compensation to reflect increases or decreases in fees, or the addition of
3657 new fees, are not subject to the Special Compensation Review provisions in Section
3658 11.05.

3659 10.05 ADJUSTMENTS TO FEES; ADDITIONAL FEES

3660 Agency may from time to time adjust the amount of the fees described in this Article and
3661 may establish other fees which shall be set forth in Attachment M as amended. Changes
3662 in the total amount of fees to be collected by Contractor and remitted to Agency shall be
3663 reflected in an adjustment to Contractor's Compensation and Rates.

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ARTICLE 11
CONTRACTOR'S COMPENSATION AND RATES

3667 **11.01 OVERVIEW**

- 3668 A. Contractor's Compensation includes three components:
 - 3669 1. Annual Cost of Operations. These include the cost of labor, equipment, materials
 - 3670 and supplies, fuel, insurance, bonds, taxes, overhead and all other costs
 - 3671 necessary to perform all the services required, in the manner required, by this
 - 3672 Agreement, with the exception of costs identified in subsection A.3.
 - 3673 2. Profit. Contractor's profit is determined by applying the Operating Ratio of ninety
 - 3674 and one-half percent (90.5%) to annual costs of operation described in subsection
 - 3675 A.1.
 - 3676 3. Contractor Pass-Through Costs. These consist of costs that Contractor is
 - 3677 obligated to pay but on which Contractor does not earn a profit and consist of: (i)
 - 3678 interest expense, and (ii) adjustments to compensation to reflect Agency-specific
 - 3679 Agreement changes (labeled in Attachment N as "Contract Changes to Specific
 - 3680 Agencies").
- 3681 B. Attachment N includes baseline financial and operational information that shall be
- 3682 used to calculate Contractor's Compensation for 2021. The projected 2021 Annual
- 3683 Costs of Operation, Profit, and Contractor Pass-Through Costs shown on Attachment
- 3684 N: (i) were prepared by Contractor; (ii) were allocated among Member Agencies
- 3685 based on the allocations used for Contractor's Application for Rate Year 2017; and,
- 3686 (ii) have been adjusted to reflect refinements in the scope of services and decisions
- 3687 by individual Member Agencies as to specific programs, levels of service, or other
- 3688 unique factors affecting only their jurisdiction.
- 3689 C. Contractor's Compensation for Rate Year Eleven (2021) shall be determined as
- 3690 provided in Section 11.02.A. Annually thereafter, Contractor's Compensation shall
- 3691 be adjusted as provided in Section 11.02.D.
- 3692 D. After the conclusion of each Rate Year, SBWMA will conduct a revenue reconciliation
- 3693 process as provided in Section 11.03. The purpose of this procedure is to reconcile
- 3694 Net Revenues Billed by Contractor for a Rate Year with the approved Contractor's
- 3695 Compensation for that Rate Year. Adjustments to Contractor's Compensation will be
- 3696 made in a subsequent Rate Year to recover any excess revenue from Contractor or
- 3697 to compensate Contractor for a revenue shortfall.
- 3698 E. However, no adjustments to Contractor's Compensation will be made for differences
- 3699 between total costs of operation or Contractor Pass-Through Costs as calculated for
- 3700 the Rate Year and as actually incurred, with the exception of cost differences due to
- 3701 changes in scope of services (Section 15.12) or as authorized by a special
- 3702 compensation review (Section 11.05) or an adjustment under Section 3.03.B. If
- 3703 Contractor's actual annual cost of operations, actual profits and actual Contractor's
- 3704 Pass-Through Costs are more or less than the amounts included in the annual
- 3705 calculation of Contractor's Compensation, Contractor is neither entitled to an increase
- 3706 in compensation, nor subject to a reduction in compensation, in future Rate Years.

3707 **11.02 DETERMINATION OF CONTRACTOR'S COMPENSATION**

3708 **A. Contractor's Compensation for Rate Year Eleven (2021).** Contractor's
3709 Compensation for 2021 shall be determined in 2020 by adjusting Contractor's
3710 estimated projected 2021 Contractor's Compensation shown on Attachment N to
3711 reflect the following factors:

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

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

3727 **C. Reserved**

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

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

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

- 3744 1. In Rate Years Eight, Nine, and Ten (2018, 2019, 2020), an adjustment shall be
3745 made to allocated indirect costs to account for a reduction in the staffing of
3746 Contractor's Waste Zero Specialists (from 8 full-time positions to 6 full-time
3747 positions). The adjustment shall be made by adding a new line item to the
3748 Contractor's Compensation adjustment calculations (after the General and
3749 Administrative line item), which shall be titled "Adjustment for Waste Zero
3750 Specialists" and include a negative amount of \$200,000 for Rate Year Eight (2018).
3751 The annual reduction amount shall be adjusted annually for Rate Year Nine (2019)

3752 and Ten (2020) using the same adjustment method used to adjust the General and
3753 Administrative costs.

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

3755 **11.03 ANNUAL REVENUE RECONCILIATION PROCESS**

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

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

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

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

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

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

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

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

3787 Because the amount of such additional services may vary from year to year and is
3788 unpredictable, the costs and revenues associated with them are not included in
3789 SBWMA's prospective calculation of Contractor's Compensation or in the revenue
3790 reconciliation process described in Attachment K, with the exception that the revenue
3791 reconciliation process shall include Gross Billed Revenue received from SFD
3792 Customers that subscribe to Backyard Collection Services up to the first twenty
3793 percent (20%) of SFD Customers that subscribe to such service. If more than twenty
3794 percent (20%) of the SFD Customers subscribe to Backyard Collection Services,
3795 Contractor shall retain revenues received from SFD Customers in excess of the first

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

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

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

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

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

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

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

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

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

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

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

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

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

3856 **11.05 SPECIAL COMPENSATION REVIEW**

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

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

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

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

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

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

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

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

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

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

3946 **11.07 RATE-SETTING PROCESS**

- 3947 A. **General.** The Agency shall be solely responsible for setting Rates as described in
- 3948 this Article.
- 3949 B. **Annual Review Process.** The Rates shall be reviewed annually by Agency,
- 3950 commencing with Rate Year Eleven (2021) and continuing through the remaining
- 3951 Term including any extension periods. The Agency shall adjust Rates as necessary
- 3952 to generate annual Gross Revenues Billed equal to Contractor's Compensation
- 3953 approved for the Rate Year and other approved Pass-Through Costs (such as
- 3954 Disposal and processing costs and Agency fees).

3955 If Agency elects to set Rates that are below those recommended in the SBWMA
 3956 report, (or delays acting to revise Rates such that the recommended Rates do not go
 3957 into effect until after January 1), and the Revenue Reconciliation process conducted
 3958 by SBWMA for that Rate Year demonstrates that Net Revenues Billed were less than
 3959 the approved Contractor's Compensation contained in the SBWMA report, interest
 3960 shall accrue on the difference. Interest shall apply (i) to fifty percent (50%) of the
 3961 difference during the Rate Year in which the shortfall in revenue occurred, and (ii)
 3962 one-hundred percent (100%) of the difference during the immediately following Rate
 3963 Year. The interest rate applied to both years shall be the prime rate in effect when
 3964 SBWMA issued the report for that Rate Year plus one percent (1%). Interest payment
 3965 arrangements shall be governed by the July 8, 2015 Memorandum of Understanding
 3966 between Contractor and SBWMA, which is provided in Attachment S.

- 3967 C. **Rate Structure.** The Agency shall have the sole and exclusive right to change the
- 3968 relationship of individual Rates in comparison with other Rates and to allocate total
- 3969 Contractor's Compensation among Service Sectors and Lines of Business. If a
- 3970 change in the Rates charged for Backyard Collection service or Curbside Collection

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

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

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

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

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

3993 **11.08 NOTICE OF RATE ADJUSTMENTS**

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

3997 **11.09 POTENTIAL RATE CONSTRAINTS**

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

4003 Until such authoritative judicial guidance is available, the Agency intends to provide
4004 notice of proposed Rates or Charges increases, and an opportunity for public hearing
4005 and protest as required by Article 13.D of the California Constitution.

4006 B. The Agency will not be in default of this Agreement if (i) a majority protest prevents a
4007 proposed Rate increase from being adopted, (ii) a court rules that Rates adopted by
4008 the Agency are not consistent with Article 13.D, or (iii) an initiative reduces Rates from
4009 those in effect. After any such event, the Parties shall promptly meet and confer in
4010 good faith to consider mutually agreeable modifications to service levels
4011 commensurate with the Rates that Contractor may legally charge.

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ARTICLE 12
AGENCY RIGHT TO USE EQUIPMENT AND
FACILITIES

4017 12.01 PURPOSE

4018 The Parties recognize (i) that frequent and continuous collection of Solid Waste, Targeted
4019 Recyclable Materials, and Organic Materials is an essential public service and an
4020 important element of public health in developed communities such as Agency, and (ii) that
4021 even a temporary interruption in the Collection and transport services entrusted to
4022 Contractor may threaten the public health and safety, as well as cause serious financial
4023 harm to business operations in the Agency.

4024 The purpose of this Article is to provide the Agency the ability to respond to such threats
4025 to the public health, safety, and welfare by making use of Contractor's Facilities and
4026 equipment. This Article applies to any interruption of services, regardless of whether or
4027 not Contractor's failure to perform is excused under Section 14.09.

4028 12.02 CONDITIONS AUTHORIZING AGENCY'S RIGHT TO USE OF FACILITIES AND
4029 EQUIPMENT

4030 If Contractor, for any reason, fails, refuses or is unable to Collect Solid Waste, Targeted
4031 Recyclable Materials, and Organic Materials at the times and in the manner required by
4032 this Agreement, and transport them to the Designated Transfer and Processing Facility,
4033 for more than two (2) Business Days, Agency may invoke this Article. Agency shall
4034 provide Contractor written notice that it intends to consider invoking this Article at a public
4035 meeting of its governing body, to be held two (2) or more Business Days from the date of
4036 the notice.

4037 At the meeting, the governing body may invoke its rights under this Article if it determines
4038 that there has been an interruption in Collection service and that such interruption may
4039 continue, thereby threatening the public health, safety and welfare. If the governing body
4040 makes that determination, it may also determine to exercise the Agency's right to (i)
4041 perform Collection and transport services with its own personnel and/or those of other
4042 Member Agencies which have invoked this right under their Franchise Agreements with
4043 Contractor or authorize a third party to do so, and (ii) take possession of any of
4044 Contractor's property, including vehicles and other equipment used or useful in providing
4045 such services or in the Billing and collection of Rates billed for such services (collectively
4046 "Properties").

4047 12.03 NOTICE TO CONTRACTOR

4048 Agency shall deliver written notice to Contractor of its determination to exercise its right to
4049 provide Collection services and to make use of Contractor's Properties to do so. Upon
4050 receipt of the notice, Contractor shall immediately take all steps necessary to make
4051 available to Agency any of its vehicles and equipment that are requested by Agency.
4052 Contractor shall also cooperate in any other way requested by Agency to assist Agency
4053 in providing Collection services on a temporary basis.

4054 **12.04 RIGHTS AND RESPONSIBILITIES OF PARTIES**

4055 Agency will be responsible for the proper use and operation of Contractor's Properties,
4056 including maintenance and repair of vehicles and equipment. Agency will defend,
4057 indemnify and hold Contractor harmless from claims by third parties that are due solely to
4058 Agency's negligence in operating Contractor's vehicles or equipment, and not due in whole
4059 or in part to defects in the design or manufacture of the vehicles or equipment or to
4060 Contractor's failure to maintain them in good and safe operating condition.

4061 If the interruption in service is excused under Section 14.09, Agency will pay Contractor
4062 one hundred dollars (\$100) per Business Day per vehicle, which will constitute full
4063 compensation for use of all Properties. If the interruption in service constitutes a breach
4064 of contract or default, no payment is required.

4065 Revenue received from Customers that is attributable to the period of time during which
4066 Agency provides temporary Collection service shall accrue to Agency rather than
4067 Contractor.

4068 Agency may delegate the use and operation of any or all of Contractor's Properties to a
4069 third party.

4070 If the interruption of Collection service is caused by a breach of contract or default by
4071 Contractor, Liquidated Damages and performance disincentives will continue to accrue
4072 until Contractor resumes the provision of Collection services in full compliance with the
4073 Agreement.

4074 **12.05 DURATION OF AGENCY'S RIGHT TO POSSESSION AND USE OF**
4075 **VEHICLES/EQUIPMENT**

4076 Agency may retain possession of Contractor's Properties and provide Collection services
4077 until the Contractor demonstrates to Agency's satisfaction that it is ready, willing, and able
4078 to resume providing such services, or one hundred eighty (180) Days from the notice given
4079 under Section 12.03, whichever occurs first.

4080 Agency has no obligation to exercise its rights under this Article or, having done so, to
4081 continue to provide Collection services. It may at any time, in its sole discretion, relinquish
4082 possession of Contractor's Properties to Contractor.

4083 Contractor's Properties shall be returned to Contractor in a condition substantially the
4084 same as that which existed at the time the Agency took possession of them, ordinary wear
4085 and tear excepted.

4086 **12.06 GENERAL**

4087 The Agency's exercise of its rights under this Article, (i) does not constitute taking or
4088 damaging of property for which compensation (other than as provided in this Article) must
4089 be paid, and (ii) does not exempt Contractor from its indemnity obligations under Article
4090 13, which are meant to extend to circumstances arising under this Article, provided that
4091 Contractor is not required to indemnify Agency against claims arising from the sole
4092 negligence of Agency's employees or agents in the operation and use of Contractor's
4093 Properties during the time the Agency has sole possession of them.

4094 The Agency's exercise of its rights under this Article does not limit its ability to seek any
4095 of the remedies available to it under Article 14.

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The Agency's rights under this Article do not preclude its permanent acquisition of Contractor's vehicles and equipment used in providing service to Agency through the exercise of eminent domain.

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ARTICLE 13
INDEMNITY, INSURANCE, BOND, GUARANTY

4102 **13.01 INDEMNIFICATION**

4103 Contractor shall indemnify, defend, and hold harmless Agency, its officers, employees and
4104 agents (collectively, the "Indemnitees"), from and against (i) any and all liability, penalty,
4105 claim, demand, action, proceeding, or suit, of any and every kind and description, whether
4106 judicial, quasi-judicial, or administrative in nature, (ii) any and all loss including, but not
4107 limited to, injury to and death of any person and damage to property, and (iii) contribution
4108 or indemnity demanded by third parties (collectively, the "Claims"), arising out of or
4109 occasioned in any way by, directly or indirectly, Contractor's performance of, or its failure
4110 to perform, its obligations under this Agreement. The foregoing indemnity shall not apply
4111 to the extent that a Claim is caused solely by the active negligence or intentional
4112 misconduct of the Indemnitees, but shall apply if the Claim is caused by the joint
4113 negligence of Contractor and other Persons, including an Indemnitee. Upon the
4114 occurrence of any Claim, Contractor shall defend (with attorneys reasonably acceptable
4115 to Agency) the Indemnitees. Contractor's duty to defend and indemnify shall survive the
4116 expiration or earlier termination of this Agreement.

4117 **13.02 INSURANCE**

4118 A. **Types and Amounts of Coverage.** Contractor shall procure from an insurance
4119 company or companies admitted or authorized to do business in the State of
4120 California, and shall maintain in force at all times during the Term, the following types
4121 and amounts of insurance:

4122 1. **Workers' Compensation and Employer's Liability.** Contractor shall maintain
4123 workers' compensation insurance covering its employees in statutory amounts and
4124 otherwise in compliance with the laws of the State of California. Contractor shall
4125 maintain employer's liability insurance in an amount not less than one million
4126 dollars (\$1,000,000) per accident or disease. Contractor shall not be obligated to
4127 carry workers compensation insurance if (i) it qualifies under California law and
4128 continuously complies with all statutory obligations to self-insure against such
4129 risks; (ii) furnishes a certificate of Permission to Self-Insure issued by the
4130 Department of Industrial Relations; and (iii) furnishes updated certificates of
4131 Permission to Self-Insure periodically to evidence continuous self-insurance.

4132 2. **Comprehensive General Liability.** Contractor shall maintain comprehensive
4133 general liability insurance with a combined single limit of not less than ten million
4134 dollars (\$10,000,000) per occurrence covering all claims and all legal liability for
4135 personal injury, bodily injury, death, and property damage, including the loss of
4136 use thereof, arising out of, or occasioned in any way by, directly or indirectly,
4137 Contractor's performance of, or its failure to perform, services under this
4138 Agreement.

4139 The insurance required by this subsection shall include:

- 4140 (i) Premises Operations (including use of owned and non-owned
4141 equipment);
- 4142 (ii) Personal Injury Liability with employment exclusion deleted;

- 4143 (iii) Broad Form Blanket Contractual with no exclusions for bodily injury,
- 4144 personal injury or property damage (including coverage for the indemnity
- 4145 obligations contained herein);
- 4146 (iv) Owned, Non-Owned, and Hired Motor Vehicles;
- 4147 (v) Broad Form Property Damage.

4148 The comprehensive general liability insurance shall be written on an "occurrence"
4149 basis (rather than a "claims made" basis) in a form at least as broad as the most
4150 current version of the Insurance Service Office commercial general liability
4151 occurrence policy form (CG0001). If occurrence coverage is not obtainable,
4152 Contractor must arrange for "tail coverage" on a claims made policy to protect
4153 Agency from claims filed within four (4) years after the expiration or earlier
4154 termination of this Agreement relating to incidents that occurred prior to such
4155 expiration or termination.

4156 3. Automobile Liability. Contractor shall maintain automobile liability insurance
4157 covering all vehicles used in performing service under this Agreement with a
4158 combined single limit of not less than ten million dollars (\$10,000,000) per
4159 occurrence for bodily injury and property damage.

4160 4. Pollution (Environmental Impairment) Liability. Contractor shall maintain pollution
4161 liability insurance coverage of not less than ten million dollars (\$10,000,000) per
4162 occurrence covering claims for on-site, under-site, or off-site bodily injury and
4163 property damage as a result of pollution conditions arising out of its operations
4164 under this Agreement.

4165 B. Acceptability of Insureds. The insurance policies required by this section shall be
4166 issued by an insurance company or companies admitted or authorized to do business
4167 in the State of California, subject to the jurisdiction of the California Insurance
4168 Commissioner, and with a rating in the most recent edition of Best's Insurance
4169 Reports of size category XV or larger and a rating classification of A+ or better.

4170 C. Required Endorsements. Without limiting the generality of Sections 13.02.A and
4171 13.02.B, the policies shall contain endorsements in substantially the following form:

4172 1. Workers' Compensation and Employers' Liability Policy.

4173 (a) "Thirty (30) Days prior written notice shall be given to the City of East Palo
4174 Alto in the event of cancellation or non-renewal of this policy." Such notice
4175 shall be sent to:

4176 City Attorney's Office

4177 2415 University Ave

4178 East Palo Alto, CA 94303

4179 (b) "Insurer waives all right of subrogation against the City of East Palo Alto and
4180 its officers and employees for injuries or illnesses arising from work
4181 performed for the City of East Palo Alto."

4182 2. Comprehensive General Liability Policy; Automobile Liability Policy; Pollution
4183 Liability Policy; and Hazardous Materials Policy.

4184 (a) "Thirty (30) Days prior written notice shall be given to the City of East Palo
 4185 Alto in the event of cancellation, reduction of coverage, or non-renewal of this
 4186 policy." Such notice shall be sent to:
 4187 City Attorney's Office
 4188 2415 University Ave
 4189 East Palo Alto, CA 94303

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

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

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

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

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

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

4221 F. **Other Insurance Requirements**

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

4228 evidence of insurance provided by it meeting all of the requirements of this
4229 Section 13.02.

4230 2. Contractor shall comply with all requirements of the insurers issuing policies.
4231 The carrying of insurance shall not relieve Contractor from any obligation under
4232 this Agreement, including those imposed by Section 13.01. If any claim is made
4233 by any third Person against Contractor or any Subcontractor on account of any
4234 occurrence related to this Agreement, other than claims by employees for work-
4235 related incidents, Contractor shall promptly report the facts in writing to the
4236 insurance carrier and to the Agency.

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

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

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

4245 **13.03 FAITHFUL PERFORMANCE BOND**

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

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

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

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

- 4267 CPI-U Parameters:
- 4268 Area – San Francisco-Oakland-San Jose Metropolitan Area
- 4269 Item – All Items
- 4270 Base Period – Current 1982-84=100
- 4271 Not seasonally adjusted
- 4272 Periodicity – Bi-monthly

4273 Series ID – cuura422sa0

4274 **13.04 ALTERNATIVE SECURITY**

4275 Agency may, in its sole discretion, allow Contractor to provide alternative security in the
 4276 amount set forth in Section 13.03, in the form of (a) a prepaid irrevocable standby letter of
 4277 credit in form and substance satisfactory to Agency, approved by the Agency's Attorney
 4278 and issued by a financial institution acceptable to Agency, or (b) a certificate of deposit in
 4279 the name of the Agency and in a form and with a term satisfactory to Agency, accompanied
 4280 by an agreement giving Agency the right to draw on the funds deposited satisfactory to
 4281 Agency and with a financial institution acceptable to Agency. Interest on the certificate of
 4282 deposit will be payable to Contractor.

4283 **13.05 HAZARDOUS WASTE INDEMNIFICATION**

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

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

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

4312 **13.07 GUARANTY**

4313 Concurrently with execution of the 2009 Franchise Agreement, Contractor furnished a
 4314 Guaranty of its performance thereunder, in the form of Attachment G, properly executed
 4315 by Recology Inc., a California corporation. Said Guaranty by its terms applies to any
 4316 amendment to the 2009 Franchise Agreement, including this Agreement. Recology Inc.

4317 then owned and as of the date hereof continues to own all of the issued and outstanding
4318 common stock of Contractor.

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ARTICLE 14
DEFAULT AND REMEDIES

4322 14.01 EVENTS OF DEFAULT

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

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

4351 14.02 RIGHT TO SUSPEND OR TERMINATE UPON DEFAULT

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

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

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

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4373 **14.03 SPECIFIC PERFORMANCE**

4374 By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-
4375 quality service, the lead time required to effect alternative service, and the rights granted
4376 by Agency to Contractor, the remedy of damages for a breach hereof by Contractor is
4377 inadequate and Agency shall be entitled to injunctive relief.

4378 **14.04 RIGHT TO PERFORM; USE OF CONTRACTOR PROPERTY**

4379 If this Agreement is suspended and/or terminated due to a Contractor default, Agency
4380 shall have the right to perform, by contract, in conjunction with other Member Agencies,
4381 or otherwise, the work herein or such part thereof as it may deem necessary. In the event
4382 of Contractor's default, Agency shall have the right to use any of Contractor's equipment,
4383 Facilities, and other property reasonably necessary for the provision of services hereunder
4384 and for the Billing and collection of Rates and Charges billed for those services, upon the
4385 terms provided in Article 12. Agency shall have the right to continue use of such property
4386 until other suitable arrangements can be made for the provision of such services, which
4387 may include the award of a contract to another service provider.

4388 **14.05 DAMAGES**

4389 Contractor shall be liable to Agency for all direct, indirect, special, and consequential
4390 damages arising out of Contractor's default. This Section is intended to be declarative of
4391 existing California law.

4392 **14.06 AGENCY'S REMEDIES CUMULATIVE**

4393 Agency's rights to suspend or terminate the Agreement under Section 14.02, to obtain
4394 specific performance under Section 14.03, and to perform under Section 14.04 are not
4395 exclusive, and Agency's exercise of one such right shall not constitute an election of
4396 remedies. Instead, they shall be in addition to any and all other legal and equitable rights
4397 and remedies that Agency may have, including a legal action for damages under Section
4398 14.05 or imposition of Liquidated Damages under Section 14.07.

4399 **14.07 LIQUIDATED DAMAGES**

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

4406 performance standards, Agency and its residents will suffer damages and that it is and will
4407 be impracticable and extremely difficult to ascertain and determine the exact amount of
4408 damages that Agency will suffer. Therefore, the Parties agree that the Liquidated Damage
4409 amounts listed in Attachment J and the Performance Disincentive amounts listed in
4410 Attachment I represent a reasonable estimate of the amount of such damages considering
4411 all of the circumstances existing on the date of this Agreement, including the relationship
4412 of the sums to the range of harm to Agency that reasonably could be anticipated and
4413 recognition that proof of actual damages would be costly or inconvenient. By initialing the
4414 places provided, each Party specifically confirms the accuracy of the statements made
4415 above and the fact that each Party had ample opportunity to consult with legal counsel
4416 and obtain an explanation of this liquidated damage provision at the time that this
4417 Agreement was made.

4418 Contractor Initial Here: _____ Agency Initial Here: _____

4419 Contractor agrees to pay (as liquidated damages and not as a penalty) the amount set
4420 forth in Attachments J and I.

4421 In addition to considering the reports submitted by Contractor pursuant to Article 9, Agency
4422 may determine the occurrence of events giving rise to Liquidated Damages or
4423 Performance Disincentives through the observation of its own employees or agents,
4424 through discussions with Customers, and through investigation of Customer Complaints
4425 made directly to Agency. Prior to assessing Liquidated Damages or Performance
4426 Disincentives based on such observations or investigations, Agency shall give Contractor
4427 notice of its intention to do so. The notice will include a brief description of the
4428 incident(s)/non-performance. Contractor may review (and make copies at its own
4429 expense) all non-confidential information in the possession of Agency relating to
4430 incident(s)/non-performance. Contractor may, within ten (10) Days after receiving the
4431 notice, request a meeting with Agency's Manager or his or her designee. Contractor may
4432 present evidence in writing and through testimony of its employees and others relevant to
4433 the incident(s)/non-performance. Agency's Manager or his or her designee will provide
4434 Contractor with a written explanation of his or her determination on each incident(s)/non-
4435 performance prior to authorizing the assessment of Liquidated Damages or Performance
4436 Disincentives. The decision of Agency's Manager or his or her designee shall be final.

4437 Agency's right to recover Liquidated Damages for Contractor's failure to meet the service
4438 performance standards shall not preclude Agency from obtaining equitable relief for
4439 persistent failures to meet such standards nor from terminating the Agreement for such
4440 persistent failures.

4441 **14.08 AGENCY DEFAULT**

4442 Agency shall be in default under this Agreement ("Agency default") in the event Agency
4443 commits a material breach of the Agreement and fails to cure such breach within thirty
4444 (30) Days after receiving notice from the Contractor specifying the breach, provided that
4445 if the nature of the breach is such that it will reasonably require more than thirty (30) Days
4446 to cure, Agency shall not be in default so long as Agency promptly commences the cure
4447 and diligently proceeds to completion of the cure.

4448 In the event of an asserted Agency default, Contractor shall continue to perform all of its
4449 obligations hereunder until a court of competent jurisdiction has issued a final judgment
4450 declaring that Agency is in default.

4451 **14.09 EXCUSE FROM PERFORMANCE**

4452 A. **Force Majeure.** Neither Party shall be in default of its obligations under this
 4453 Agreement in the event, and for so long as, it is impossible or extremely impracticable
 4454 for it to perform its obligations due to an "act of God" (including, but not limited to,
 4455 flood, earthquake, or other catastrophic events), war, insurrection, riot, labor unrest
 4456 of other than the Party's employees (including strike, work stoppage, slowdown, sick
 4457 out, picketing, or other concerted job action), or other similar cause not the fault of,
 4458 and beyond the reasonable control of, the Party claiming excuse. A Party claiming
 4459 excuse under this Section must (i) have taken reasonable precautions, if possible, to
 4460 avoid being affected by the cause, and (ii) notify the other Party in writing as provided
 4461 in Subsection C.

4462 B. **Obligation to Restore Ability to Perform.** Any suspension of performance by a
 4463 Party pursuant to this Section shall be only to the extent, and for a period of no longer
 4464 duration than, required by the nature of the event, and the Party claiming excuse shall
 4465 use its best efforts to remedy its inability to perform as quickly as possible and to
 4466 mitigate damages that may occur as result of the event.

4467 C. **Notice.** The Party claiming excuse shall deliver to the other Party a written notice of
 4468 intent to claim excuse from performance under this Agreement by reason of an event
 4469 of Force Majeure. Notice required by this Section shall be given promptly in light of
 4470 the circumstances, but in any event not later than five (5) Days after the occurrence
 4471 of the event of Force Majeure. Such notice shall describe in detail the event of Force
 4472 Majeure claimed, the services impacted by the claimed event of Force Majeure, the
 4473 expected length of time that the Party expects to be prevented from performing, the
 4474 steps which the Party intends to take to restore its ability to perform, and such other
 4475 information as the other Party reasonably requests.

4476 D. **Agency's Rights in the Event of Force Majeure.** The partial or complete
 4477 interruption or discontinuance of Contractor's services caused by an event of Force
 4478 Majeure shall not constitute a Contractor default. Notwithstanding the foregoing: (i)
 4479 Agency shall have the right to make use of Contractor's Facilities and equipment in
 4480 accordance with Article 12 in the event of non-performance excused by Force
 4481 Majeure; (ii) if Contractor's failure to perform by reason of Force Majeure continues
 4482 for a period of thirty (30) Days or more, Agency shall have the right to immediately
 4483 terminate this Agreement; (iii) if Contractor is unable to Collect and transport Solid
 4484 Waste as required by this Agreement for a period of two (2) or more consecutive
 4485 Business Days or for any three (3) Business Days in a seven (7) Day period as a
 4486 result of Force Majeure, Agency shall have the right to make use of Contractor's
 4487 Facilities and equipment in accordance with Article 12, and (iv) if Contractor's inability
 4488 to Collect and transport Solid Waste continues for two (2) Days or more from the date
 4489 by which Contractor gave or should have given notice under Subsection C, Agency
 4490 may terminate this Agreement.

4491 **14.10 ASSURANCE OF PERFORMANCE**

4492 If Contractor (i) persistently suffers the imposition of Liquidated Damages under Section
 4493 14.07; (ii) is the subject of any labor unrest including work stoppage or slowdown, sickout,
 4494 picketing, or other concerted job action; (iii) appears in the reasonable judgment of Agency
 4495 to be unable to regularly pay its bills as they become due; (iv) is the subject of a civil or

4496 criminal proceeding brought by a federal, State, regional, or local agency for violation of
4497 an Environmental Law in the performance of this Agreement, or (v) performs in a manner
4498 that causes Agency to be uncertain about Contractor's ability and intention to comply with
4499 this Agreement, Agency may, at its option and in addition to all other remedies it may
4500 have, demand from Contractor reasonable assurances of timely and proper performance
4501 of this Agreement, in such form and substance as Agency may require.
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ARTICLE 15
OTHER AGREEMENTS OF THE PARTIES

4505 **15.01 RELATIONSHIP OF PARTIES**

4506 The Parties intend that Contractor shall perform the services required by this Agreement
4507 as an independent contractor engaged by Agency and not as an officer or employee of
4508 Agency nor as a partner of or joint venturer with Agency. No employee or agent of
4509 Contractor shall be deemed to be an employee or agent of Agency. Except as expressly
4510 provided herein, Contractor shall have the exclusive control over the manner and means
4511 of conducting the services performed under this Agreement, and over all Persons
4512 performing such services. Contractor shall be solely responsible for the acts and
4513 omissions of its officers, employees, Subcontractors, and agents. Neither Contractor nor
4514 its officers, employees, Subcontractors, and agents shall obtain any rights to retirement
4515 benefits, workers' compensation benefits, or any other benefits which accrue to Agency
4516 employees by virtue of their employment with Agency.

4517 **15.02 COMPLIANCE WITH LAW**

4518 In providing the services required under this Agreement, Contractor shall at all times
4519 comply with all Applicable Laws of the United States, the State and Agency, with all
4520 applicable ordinances, regulations promulgated by federal, state, regional, or local
4521 administrative and regulatory agencies, and by Agency, now in force and as they may be
4522 enacted, issued, or amended during the Term, and with all permits affecting the services
4523 to be provided.

4524 **15.03 ASSIGNMENT**

4525 Contractor acknowledges that this Agreement involves rendering a vital service to
4526 Agency's residents and businesses, and that Agency has selected Contractor to perform
4527 the services specified herein based on (i) Contractor's experience, skill, and reputation for
4528 conducting its operations in a safe, effective, and responsible fashion, and (ii) Contractor's
4529 and the Guarantor's financial resources to maintain the required equipment and to support
4530 its indemnity obligations to Agency under this Agreement. Agency has relied on each of
4531 these factors, among others, in choosing Contractor to perform the services to be
4532 rendered by Contractor under this Agreement.

4533 A. **Agency Consent Required.** Contractor shall not assign its rights or delegate or
4534 otherwise transfer its obligations under this Agreement to any other Person without
4535 the prior written consent of Agency. Any such assignment made without the consent
4536 of Agency shall be void and the attempted assignment shall constitute a Contractor
4537 default.

4538 B. **Assignment Defined.** For the purpose of this Section, "assignment" shall include,
4539 but not be limited to, (i) a sale, exchange, or other transfer to a third party of
4540 substantially all of Contractor's assets dedicated to service under this Agreement; (ii)
4541 a sale, exchange, or other transfer of outstanding common stock of Contractor to a
4542 Person who is not a shareholder as of the Effective Date which results in a change in
4543 control of Contractor; (iii) any dissolution, reorganization, consolidation, merger, re-
4544 capitalization, stock issuance or reissuance, voting trust, pooling agreement, escrow
4545 arrangement, liquidation, or other transaction which results in a change of ownership
4546 or control of Contractor; (iv) any assignment by operation of law, including insolvency

4547 or bankruptcy, an assignment for the benefit of creditors, a writ of attachment for an
4548 execution being levied against this Agreement, appointment of a receiver taking
4549 possession of Contractor's property, or transfer occurring in the event of a probate
4550 proceeding; and (v) any combination of the foregoing (whether or not in related or
4551 contemporaneous transactions) which has the effect of any such transfer or change
4552 of ownership, or change of control of Contractor.

4553 C. **Consent Requirements.** If Contractor requests Agency's consideration of and
4554 consent to an assignment, Agency may deny or approve such request in its complete
4555 discretion. No request by Contractor for consent to an assignment need be
4556 considered by Agency unless and until Contractor has met the following
4557 requirements:

4558 1. Contractor shall pay Agency its reasonable expenses for attorneys' fees and
4559 investigation costs necessary to investigate the suitability of any proposed
4560 assignee, and to review and finalize any documentation required as a condition for
4561 approving any such assignment;

4562 2. Contractor shall furnish Agency with audited financial statements of the proposed
4563 assignee's operations for the immediately preceding three (3) operating years;

4564 3. Contractor shall furnish Agency with satisfactory proof: (i) that the proposed
4565 assignee has at least ten (10) years of Solid Waste/Recycling management
4566 experience on a scale equal to or exceeding the scale of operations conducted by
4567 Contractor under this Agreement; (ii) that in the last five (5) years, the proposed
4568 assignee has not been the subject of any administrative or judicial proceedings
4569 initiated by a federal, State, or local agency having jurisdiction over its operations
4570 due to an alleged failure to comply with federal, State, or local laws or that the
4571 proposed assignee has provided Agency with a complete list of such proceedings
4572 and their status; (iii) that the proposed assignee conducts its operations in a safe
4573 and environmentally conscientious manner, in accordance with sound Solid Waste
4574 management practices in full compliance with all federal, State, and local laws
4575 regulating the Collection and Disposal of Solid Waste and all Environmental Laws;
4576 and (iv) of any other information required by Agency to ensure the proposed
4577 assignee can fulfill the terms of this Agreement in a timely, safe, and effective
4578 manner.

4579 D. **No Obligation to Consider.** Agency will not be obligated to consider a proposed
4580 assignment if Contractor is in default.

4581 **15.04 AFFILIATED ENTITY**

4582 Contractor will not form or use any Affiliate to perform any of the services or activities
4583 which Contractor is required or allowed to perform under this Agreement, other than as a
4584 Subcontractor approved by Agency under Section 15.04.

4585 If Contractor enters into any financial transactions with an Affiliate for the provision of labor,
4586 equipment, supplies, services, or capital related to the furnishing of service under this
4587 Agreement, that relationship shall be disclosed to Agency, and in the financial reports
4588 submitted to Agency. In such event, Agency's rights to inspect records and obtain financial
4589 data shall extend to records and data of such Affiliate that are relevant to those specific
4590 financial transactions.

4591 **15.05 CONTRACTOR'S INVESTIGATION**

4592 Contractor has made an independent investigation, satisfactory to it, of the conditions and
4593 circumstances surrounding the Agreement and the work to be performed by it. Contractor
4594 has had the opportunity to inspect the Designated Transfer and Processing Facility and to
4595 review the permits governing its operation, as well as the Source Reduction and Recycling
4596 Element adopted by Agency as required by the Act. Contractor has taken such matters
4597 into consideration in agreeing to provide the services required by, for the compensation to
4598 be provided under, this Agreement.

4599 **15.06 RESERVED**

4600 **15.07 CONDEMNATION**

4601 Agency reserves the rights to acquire the Contractor's property utilized in the performance
4602 of this Agreement through the exercise of eminent domain.

4603 **15.08 NOTICE**

4604 All notices, demands, requests, proposals, approvals, consents, and other
4605 communications which this Agreement requires, authorizes or contemplates shall, except
4606 as provided in Article 14, be in writing and shall either be personally delivered to a
4607 representative of the Parties at the address below or be deposited in the United States
4608 mail, first class postage prepaid, addressed as follows:

4609 If to Agency:
4610 City Manager
4611 City of East Palo Alto
4612 2415 University Ave
4613 East Palo Alto, CA 94303

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4615
4616 If to Contractor:
4617 General Manager
4618 Recology San Mateo County
4619 225 Shoreway Rd.
4620 San Carlos, CA 94070

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4622 The address to which communications may be delivered may be changed from time to
4623 time by a notice given in accordance with this Section.

4624 Contact information for Contractor's General Manager is as follows:

4625 General Manager
4626 Recology San Mateo County
4627 225 Shoreway Rd.
4628 San Carlos, CA 94070

4629 Contact information for Contractor's Environmental Technician is as follows:

4630 Environmental Technician
4631 Recology San Mateo County

4632 225 Shoreway Rd.
4633 San Carlos, CA 94070

4634 Contractor shall promptly provide Agency the name and contact information for the above
4635 employees if there is a change during the Term.

4636 **15.09 REPRESENTATIVES OF THE PARTIES**

4637 A. **Representatives of Agency.** References in this Agreement to "Agency" shall mean
4638 the City of East Palo Alto and all actions to be taken by Agency shall be taken by the
4639 City Council except as provided below. The City of East Palo Alto City Council may
4640 delegate authority to the City Manager, and/or to other Agency officials and may
4641 permit such officials, in turn, to delegate in writing some or all of such authority to
4642 subordinate officers. Contractor may rely upon actions taken by such delegates if
4643 they are within the scope of the authority properly delegated to them.

4644 B. **Representative of Contractor.** Contractor shall, by the Commencement Date,
4645 designate in writing a responsible officer who shall serve as the representative of
4646 Contractor in all matters related to the Agreement and shall inform Agency in writing
4647 of such designation and of any limitations upon his or her authority to bind Contractor.
4648 Agency may rely upon action taken by such designated representative as actions of
4649 Contractor unless they are outside the scope of the authority delegated to him/her by
4650 Contractor as communicated to Agency.

4651 **15.10 DUTY OF CONTRACTOR NOT TO DISCRIMINATE**

4652 In the performance of this Agreement Contractor shall not discriminate, nor permit any
4653 subcontractor to discriminate, against any employee, applicant for employment, or
4654 Customer on account of race, color, national origin, ancestry, religion, sex, age, physical
4655 disability, medical condition, sexual orientation, marital status, or other characteristic, in
4656 violation of any Applicable Law.

4657 **15.11 RESERVED**

4658 **15.12 RIGHT OF AGENCY TO MAKE CHANGES IN SERVICES AND SERVICE LEVELS**

4659 A. Agency may, without amending this Agreement, direct Contractor to cease
4660 performing one or more types of service described in Articles 5 or 6, or may direct
4661 Contractor to modify the scope of one or more such services, may direct Contractor
4662 to perform additional Solid Waste, Targeted Recyclable Materials, Organic
4663 Materials, Used Motor Oil, Used Motor Oil Filters, Household Batteries and Cell
4664 Phones or Plant Materials handling services, or may otherwise direct Contractor to
4665 modify its performance under any other Section of this Agreement. In addition,
4666 SBWMA may, without amendment of this Agreement, direct a change in the number
4667 of Waste Zero Specialists as provided in Section 7.04.A, or a change in Other
4668 Services as provided in Section 7.13. Contractor shall promptly and cooperatively
4669 comply with such direction.

4670 B. If such changes cause an increase or decrease in the cost of performing the
4671 services, an equitable adjustment in the Contractor's Compensation shall be made
4672 pursuant to Section 11.06. Contractor will continue to perform the new or changed
4673 service while the appropriate adjustment in Contractor's Compensation is being
4674 determined.

4675 C. The Agency shall have the right to terminate a program if, in its discretion, the
4676 Contractor is not cost-effectively achieving the program's goals and objectives.
4677 Thereafter, the Agency may utilize a third party to perform these services if the
4678 Agency reasonably believes the third party can improve on Contractor's
4679 performance and cost effectiveness. Notwithstanding these changes, Contractor
4680 shall continue the program during the meet and confer period and, thereafter, until
4681 the third party takes over the program. This subsection C applies to programs
4682 initiated at Agency's direction after the Commencement Date that are beyond the
4683 basic scope of services described in Section 4.01.A.

4684 **15.13 TRANSITION TO NEXT SERVICE PROVIDER**

4685 At the expiration of the Term or the earlier termination of the Agreement, or upon Agency's
4686 approval of a proposed assignment, Contractor shall cooperate fully with Agency to ensure
4687 an orderly transition to any and all new service providers. Contractor shall provide, within
4688 ten (10) Days of a written request by Agency, then-current route lists, which identify each
4689 Customer on the route, its service level (number of Containers, Container sizes, frequency
4690 of Collection, scheduled Collection day), any special Collection notes, and detailed then-
4691 current Customer account and Billing information. Contractor may, but is not required to,
4692 sell Collection vehicles and Containers to the next service provider.

4693 Contractor shall upon Agency request, at least one-hundred-eighty (180) Days prior to the
4694 transition of services, attend meetings with the next service provider and with Agency and
4695 SBWMA staff and consultants to plan the recovery of Contractor's Containers and
4696 placement of the new Containers. Contractor shall perform in accordance with such plan
4697 and direct route supervisors to provide "ride-alongs" so that the new service provider's
4698 employees may ride with drivers in Collection vehicles during Collection operations.
4699 Contractor shall direct its drivers and other employees to provide accurate information to
4700 the new provider about routing and Customers.

4701 **15.14 REPORTS AS PUBLIC RECORDS**

4702 The reports, records, and other information submitted or required to be submitted by
4703 Contractor to Agency (and documents copied pursuant to Section 9.02) are public records
4704 within the meaning of that term in the California Public Records Act, Government Code
4705 Section 6250 *et seq.* Unless a particular record is exempted from disclosure by the
4706 California Public Records Act, it must be disclosed to the public by Agency upon request.

4707 Contractor will not object to Agency making available to the public any information
4708 submitted by the Contractor, or required to be submitted in connection with the
4709 Contractor's Compensation, including but not limited to records described in Article 11.

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ARTICLE 16
MISCELLANEOUS PROVISIONS

4713 **16.01 GOVERNING LAW**

4714 This Agreement shall be governed by, and construed and enforced in accordance with,
4715 the laws of the State of California.

4716 **16.02 JURISDICTION**

4717 Any lawsuits between the Parties arising out of this Agreement shall be brought and
4718 concluded in the courts of the State of California, which shall have exclusive jurisdiction
4719 over such lawsuits. With respect to venue, the Parties agree that this Agreement is made
4720 in and will be performed in San Mateo County.

4721 **16.03 BINDING ON SUCCESSORS**

4722 The provisions of this Agreement shall inure to the benefit of and be binding on the
4723 successors and permitted assigns of the Parties.

4724 **16.04 PARTIES IN INTEREST**

4725 Nothing in this Agreement is intended to confer any rights on any Persons other than the
4726 Parties to it and their permitted successors and assigns.

4727 **16.05 WAIVER**

4728 The waiver by either Party of any breach or violation of any provisions of this Agreement
4729 shall not be deemed to be a waiver of any breach or violation of any other provision nor of
4730 any subsequent breach or violation of the same or any other provision.

4731 **16.06 ATTACHMENTS**

4732 Each of the attachments, identified as Attachments "A" through "S."
4733 is attached hereto and incorporated herein and made a part hereof by this reference.

4734 **16.07 ENTIRE AGREEMENT**

4735 This Agreement, including the attachments, represents the full and entire agreement
4736 between the Parties with respect to the matters covered herein and supersedes all prior
4737 negotiations and agreements, either written or oral.

4738 **16.08 SECTION HEADINGS**

4739 The article headings and section headings in this Agreement are for convenience of
4740 reference only and are not intended to be used in the construction of this Agreement nor
4741 to alter or affect any of its provisions.

4742 **16.09 INTERPRETATION**

4743 This Agreement shall be interpreted and construed reasonably and neither for nor against
4744 either Party, regardless of the degree to which either Party participated in its drafting.

4745 **16.10 AMENDMENT**

4746 This Agreement may not be modified or amended in any respect except by a writing signed
4747 by the Parties.

4748 **16.11 SEVERABILITY**

4749 If a court of competent jurisdiction holds any non-material provision of this Agreement to
4750 be invalid and unenforceable, the invalidity or unenforceability of such provision shall not
4751 affect any of the remaining provisions of this Agreement which shall be enforced as if such
4752 invalid or unenforceable provision had not been contained herein.

4753 **16.12 COSTS AND ATTORNEYS' FEES**

4754 The prevailing Party in any action brought to enforce the terms of this Agreement or arising
4755 out of this Agreement may recover its reasonable costs expended in connection with such
4756 an action from the other Party.

4757 **16.13 NO DAMAGES FOR INVALIDATION OF AGREEMENT**

4758 If a final judgment of a court of competent jurisdiction determines that this Agreement is
4759 illegal or was unlawfully entered into by Agency, neither Party shall have any claim against
4760 the other for damages of any kind (including but not limited to loss of profits) on any theory.

4761 **16.14 REFERENCES TO LAWS**

4762 All references in this Agreement to laws and regulations shall be understood to include
4763 such laws and regulations as they may be subsequently amended or recodified, unless
4764 otherwise specifically provided. In addition, references to specific governmental agencies
4765 shall be understood to include agencies that succeed to or assume the functions they are
4766 currently performing.

4767 **16.15 INDEMNITY AGAINST CHALLENGES TO AGREEMENT**

4768 Contractor shall indemnify, defend, and hold harmless SBWMA, East Palo Alto , and its
4769 and their officers, employees, and agents (collectively, the "Indemnitees") from and
4770 against any and all liability, claim, demand, action, proceeding, or suit of any and every
4771 kind and description brought by a third party challenging the process by which proposals
4772 were solicited and evaluated, or this Agreement was negotiated or awarded to the extent
4773 that such liability, claim, demand, action, proceeding, or suit was caused by Contractor's
4774 failure to comply with Applicable Law or the instructions of any indemnitee with respect to
4775 such process.

4776 **16.16 DISPUTE RESOLUTION**

4777 Should any dispute between the Parties arise out of this Agreement and should the Parties
4778 be unable to resolve the issue, the Parties shall, at the written request of either Party, meet
4779 in mediation and attempt to reach a resolution with the assistance of a mutually acceptable
4780 mediator. Neither Party shall be permitted to file legal action without first meeting in
4781 mediation and making a good faith attempt to reach a mediated resolution, provided that
4782 this limitation shall not apply to a Party if the other Party fails to comply with this section.
4783 The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated
4784 settlement is reached, neither Party shall be deemed the prevailing Party for purposes of
4785 the settlement and each Party shall bear its own legal costs. The mediation shall be
4786 completed within sixty (60) days of the written request of a Party for mediation unless both
4787 Parties agree to extend this timeframe. If litigation is filed regarding any dispute arising
4788 under this Agreement, the action shall be filed in San Mateo County Superior Court and
4789 the court shall award reasonable attorney's fees and costs to the prevailing Party. To the
4790 maximum extent permitted by law, all offers, promises, conduct and statements, whether
4791 oral or written, made in the course of the mediation by any of the Parties, their agents,

4792 employees, experts or attorneys, or by the mediator or any employees of the mediation
4793 service, are confidential, privileged and inadmissible for any purpose, including
4794 impeachment, in any arbitration or other proceeding involving the Parties, provided that
4795 evidence that is otherwise admissible or discoverable shall not be rendered inadmissible
4796 or non-discoverable as a result of its use in the mediation. All applicable statutes of
4797 limitation and defenses based upon the passage of time shall be tolled until the end of the
4798 sixty (60) day period referred to above. The Parties will take such action, if any, required
4799 to effectuate such tolling.

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LAST PAGE OF AGREEMENT

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IN WITNESS WHEREOF, Agency and Contractor have executed this Contract as of

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the day and year first above written.

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CITY OF EAST PALO ALTO

RECOLOGY SAN MATEO COUNTY

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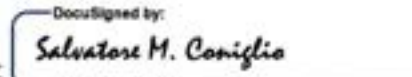
By:


Jaime M. Fontes
City Manager

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By:

DocuSigned by:

Salvatore M. Coniglio
CEO

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Approved as to Form:

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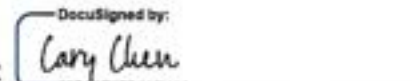
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Rafael E. Alvarado Jr.
City Attorney
City of East Palo Alto

By:

DocuSigned by:

Cary Chen
Secretary

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ATTACHMENT A
DEFINITIONS

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

2009 Franchise Agreement

"2009 Franchise Agreement" means the exclusive franchise agreement between Agency and Recology San Mateo County for Solid Waste, Recyclable Materials, and Organic Materials Collection Services for services provided over a ten-year (10-year) period from January 1, 2011 through December 31, 2020, as amended on November 5, 2013.

AB 341

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

AB 1826

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

Act

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

Affiliate

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

Agency

"Agency" means the City of East Palo Alto.

Agency Manager

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

Agreement

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

38 **Applicable Law**

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

45 **Application**

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

48 **Authority**

49 "Authority" means the South Bayside Waste Management Authority or "SBWMA."

50 **Average Hold Time**

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

53 **Average Speed of Answer**

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

58 **Backyard Collection Service**

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

61 **Billings**

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

66 **Bin**

67 "Bin" means a metal Container with capacity of approximately one (1) to six (6) cubic yards, with
68 a hinged lid, with or without wheels, typically serviced by a front-loading Collection vehicle.

69 **Bulky Items**

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

74 **Bulky Item Collection**

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

77 **Business Days**

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

80 **Cart**

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

84 **Cell Phones**

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

87 **Change in Law**

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

- 91 a. The enactment, adoption, promulgation, issuance, modification, or written change in
92 administrative or judicial interpretation on or after January 1, 2011 of any Applicable Law;
93 or
- 94 b. The order or judgment of any governmental body, on or after January 1, 2011, to the extent
95 such order or judgment is not the result of willful or negligent action, error or omission or
96 lack of reasonable diligence of the Agency, or of the Contractor, whichever is asserting
97 the occurrence of a Change in Law; provided, however, that the contesting in good faith
98 or the failure in good faith to contest any such order or judgment shall not constitute such
99 a willful or negligent action, error or omission or lack of reasonable diligence.

100 **Charge**

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

103 **Collect/Collection**

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

107 **Collection Container**

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

111 **Commencement Date**

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

114 **Commercial**

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

121 **Commercial Diversion Level**

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

129 **Commingle**

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

132 **Community Event**

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

136 **Compactor**

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

141 **Complaint**

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

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

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

150 **Container**

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

154 **Container Relocation Service**

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

160 **Contamination**

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

166 **Contamination Level**

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

171 **Contamination Measurement Procedure**

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

176 **Contractor**

177 "Contractor" means Recology San Mateo County.

178 **Contractor's Compensation**

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

182 **Contractor Pass-Through Costs**

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

186 **County**

187 "County" means the County of San Mateo.

188 **Curbside**

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

192 **Customer**

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

197 **Day**

198 "Day" means calendar day unless otherwise specified.

199 **Designated Transfer and Processing Facility**

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

203 **Designated Waste**

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

209 **Discarded Material**

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

215 **Disposal**

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

217 **Designated Disposal Site**

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

220 **Drop Box**

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

224 **Effective Date**

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

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

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

234 **Environmental Laws**

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

246 **Facility/Facilities**

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

252 **Fiscal Year**

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

254 **Food Scraps**

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

261 **Franchise Fee**

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

263 **Generator**

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

267 **Gross Revenue Billed**

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

272 **Guarantor**

273 "Guarantor" means Recology Inc.

274 **Guaranty**

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

276 **Hazardous Substance**

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

292 **Hazardous Waste**

293 "Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous
294 Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02,
295 §25115, and §25117 or in any future amendments to or recodifications of such statutes or
296 identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA),
297 pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all
298 future amendments thereto, and all rules and regulations promulgated there under.

299 **Hold Time**

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

304 Holidays

305 "Holidays" for the purposes of Collection service means New Year's Day and Christmas Day.
306 Holidays for the purposes of local office operations means New Year's Day, Martin Luther King
307 Jr. Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving
308 Day, and Christmas Day. When a Holiday falls on a Saturday, it may be observed on the Friday
309 prior to the Holiday. When a Holiday falls on a Sunday may be observed on the Monday following
310 the Holiday.

311 Holiday Collection Schedule

312 "Holiday Collection Schedule" means the modified Collection service schedule due to a
313 recognized Holiday for Collection service. If a Collection service Holiday falls on Monday,
314 Tuesday, Wednesday, Thursday, or Friday, the service shall be provided the immediately
315 following Day. When a Holiday falls on a Saturday, it may be observed on the Friday prior to the
316 Holiday. When a Holiday falls on a Sunday, it may be observed on the Monday following the
317 Holiday.

318 Holiday Trees

319 "Holiday Trees" means trees targeted for diversion that were purchased and used in celebration
320 of Christmas and other holidays in December and January.

321 Household Batteries

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

327 Household Hazardous Waste

328 "Household Hazardous Waste" means Hazardous Waste generated at Residential Premises.
329 Household Hazardous Waste does not include those items defined as Targeted Recyclable
330 Materials.

331 Including

332 "Including" means including but not limited to.

333 Infectious Waste

334 "Infectious Waste" means biomedical waste generated at hospitals, public or private medical
335 clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries,
336 veterinary facilities, and other similar establishments that are identified in State Health and Safety
337 Code Section 25117.5.

338 Inquiry

339 "Inquiry" means a written or orally communicated request for information, request for Collection
340 services, or request for change in service level made by members of the public, Customers,
341 Owners, or Occupants of properties served by Contractor, or by officers, employees or agents of
342 Agency or SBWMA.

343 **Kitchen Pail**

344 "Kitchen Pail" means a receptacle suitable for the storage of Food Scraps that has a capacity of
345 1.5 to 2.5 gallons, a wire or plastic handle, and a lid.

346 **Line of Business**

347 "Line of Business" means the individual types of Collection service provided by Contractor to each
348 Service Sector, including Recyclable Materials Collection service, Organic Materials Collection
349 service, and Solid Waste Collection service.

350 **Liquidated Damages**

351 "Liquidated Damages" means the amounts owed by Contractor to the Agency for failure to meet
352 specific standards of performance as described in Section 14.07.

353 **Long Distance Service**

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

357 **Major Appliances**

358 "Major Appliances" means any device including, but not limited to, washing machines, clothes
359 dryer, hot water heaters, dehumidifiers, conventional ovens, microwave ovens, stoves,
360 refrigerators, freezers, air-conditioners, trash compactors, and residential furnaces discarded by
361 Customers. Major Appliances are commonly referred to as White Goods.

362 **Materials Recovery Facility (MRF)**

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

369 **Measured Contamination Level**

370 "Measured Contamination Level" means the Contamination Level of the Targeted Recyclable
371 Materials, Plant Materials, and Organic Materials delivered by Contractor to the Designated
372 Transfer and Processing Facility determined in accordance with procedures contained in
373 Attachment E.

374 **Member Agencies**

375 "Member Agencies" means the following jurisdictions: the cities of Belmont, Burlingame, East
376 Palo Alto, Foster City, Menlo Park, Redwood City, San Carlos, and San Mateo; the towns of
377 Atherton and Hillsborough; the County of San Mateo; and the West Bay Sanitary District.

378 **Member Agency Facilities**

379 "Member Agency Facilities" or "Agency Facilities" means any building, site, or open space, owned,
380 or leased and maintained, operated or used by a Member Agency.

381 **Missed Pick-Up Collection Event**

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

389 **Missed Pick-Up Initial Complaint**

390 "Missed Pick-Up Initial Complaint" means Complaints received by Contractor, Agency, or SBWMA
391 for missed pick-up of Solid Waste, Targeted Recyclable Materials, and Organic Materials with the
392 exception of Missed Pick-Up Complaints for which Contractor: (i) documented in its Customer
393 service system the Customer's failure to properly set out Container or that the Containers were
394 blocked for Collection based on the route driver's report; and, (ii) coded the call for a recollection
395 request or courtesy pick-up prior to receiving a Missed Pick-Up Complaint on that same Day.

396 **Mixed Use Building or Mixed Use**

397 "Mixed Use Building" or "Mixed Use" means a Premises containing five (5) or more individual
398 Residential Premises (dwelling units) and one (1) or more Commercial units.

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

400 "Multi-Family," "Multi-Family Dwelling", or "MFD" means an individual Residential Premises in a
401 building that contains five (5) or more individual Residential Premises.

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

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

407 **Net Revenue Billed**

408 "Net Revenue Billed" means the amount determined in accordance with Section 11.03.E of the
409 Agreement.

410 **Occupant**

411 "Occupant" means a Person who occupies a Premises.

412 **On-Call Service**

413 "On-Call Service" means Collection service provided by Contractor that is not regularly scheduled
414 or is scheduled more than twenty-four (24) hours in advance. On-Call Service is initiated by
415 Customer or Owner by calling, emailing, or requesting the service in person at Contractor's office.

416 **Operating Cost**

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

420 **Operating Ratio**

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

424 **Operator**

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

427 **Organic Materials**

428 "Organic Materials" means those materials that will decompose and/or putrefy and that the
429 Agency permits, directs, or requires Generators to separate from Solid Waste and Targeted
430 Recyclable Materials for Collection in specially designated Containers for Organic Materials
431 Collection. Organic Materials include Plant Materials, Food Scraps, paper contaminated with
432 Food Scraps, biodegradable plastic food service ware, pieces of unpainted and untreated wood,
433 and pieces of unpainted and untreated wallboard. No Discarded Material shall be considered
434 Organic Materials, unless such material is separated from Solid Waste and Targeted Recyclable
435 Material.

436 **Other Pass-Through Costs**

437 "Other Pass-Through Costs" means Member Agency Franchise Fees and other fees which are
438 paid to each Member Agency, and fees paid by Contractor to SBWMA for processing and
439 Disposal (including transfer) of materials delivered by Contractor to the Designated Transfer and
440 Processing Facility.

441 **Other Recyclable Material**

442 "Other Recyclable Material" means a subset of Recyclable Materials that are Collected which
443 include, but are not limited to: Household Batteries, Cell Phones, Used Motor Oil, Used Motor Oil
444 Filters, Bulky Items that are Recycled, Major Appliances, E-Scrap, and U-Waste. The purpose of
445 differentiating Other Recyclable Material is to describe a category used to calculate the Overall
446 Diversion Level as specified in Attachment I.

447 **Overage**

448 "Overage" means the amount of Solid Waste placed in or adjacent to a Collection Container that
449 is in excess of the Container capacity.

450 **Overall Diversion Level**

451 "Overall Diversion Level" means the sum of all Recyclable Materials Collected by Contractor
452 divided by the sum of all materials Collected by Contractor in a Rate Year. For the purposes of
453 this definition, Recyclable Materials Collected shall include the sum of Targeted Recyclable
454 Materials, Other Recyclable Materials, and Organic Materials Collected, without adjusting for
455 Contamination.

456 **Owner**

457 "Owner" means the Person holding legal title to the real property constituting the Premises to
458 which Solid Waste, Targeted Recyclable Materials, and/or Organic Materials Collection service is
459 provided.

460 **Party(ies)**

461 "Party(ies)" refers to the Agency and Contractor individually or together.

462 **Pass-Through Cost**

463 "Pass-Through Cost" means a cost to which no element of overhead, administrative expense, or
464 profit, is added, such that the specific amount of such cost is included without modification in the
465 calculations or reports prepared in implementing this Agreement.

466 **Person**

467 "Person" means any individual, firm, company, association, organization, partnership,
468 corporation, trust, joint venture, the United States, the State, the County, towns, cities, or special
469 purpose districts.

470 **Plant Materials**

471 "Plant Materials" means a subset of Organic Materials consisting of grass cuttings, weeds, leaves,
472 prunings, branches, dead plants, brush, tree trimmings, dead trees (not more than six (6) inches
473 in diameter) and five (5) feet in length, and similar materials generated at Premises, separated
474 and set out for Collection. Plant Materials does not include materials not normally produced from
475 gardens or landscape areas, such as, brick, rock, gravel, large quantities of dirt, concrete, sod,
476 non-organic wastes, oil, and painted or treated wood products. Diseased plants and trees may be
477 excluded from Plant Materials upon mutual consent of Agency and Contractor.

478 **Premises**

479 "Premises" means any land or building where Solid Waste, Recyclable Materials, or Organic
480 Materials is generated or accumulated.

481 **Previous Contractor**

482 "Previous Contractor" means Allied Waste Services of San Mateo County, a division of Republic
483 Services, Inc., which provided Collection services through December 31, 2010.

484 **Rates**

485 "Rates" means the monetary amounts to be charged a Customer by Contractor for providing
486 Collection of Solid Waste, Recyclable Materials, Organic Materials, and other materials.

487 **Rate Year**

488 "Rate Year" means the twelve-month (12-month) period, commencing January 1 of one year and
489 concluding December 31 of the same year, for which Contractor's Compensation is calculated.
490 For purposes of this Agreement, Rate Years are numbered consecutively starting with Rate
491 Period Eleven (January 1, 2021 to December 31, 2021), thus reflecting a continuation of Rate
492 Years One through Ten from the 2009 Franchise Agreement.

493 **Recycling**

494 "Recycling" means the process of sorting, cleansing, treating and reconstituting materials that
495 would otherwise be Disposed of at a landfill for the purpose of returning such materials to the
496 economy in the form of raw materials for new, reused or reconstituted products.

497 **Recycling Blitz**

498 "Recycling Blitz" means a Contractor outreach campaign, undertaken pursuant to Section 7.09,
499 to implement or enhance Recycling or Organics Collection service at Commercial, Mixed Use,
500 and Multi-Family Dwelling Customers.

501 **Recycling Tote-Bag**

502 "Recycling Tote-Bag" means a durable, mesh plastic bag with handles and a carrying capacity of
503 approximately eight (8) gallons distributed to Multi-Family Dwelling Residential Premises and
504 Multi-Family Residential complexes for personal Recycling use.

505 **Recyclable Containers**

506 "Recyclable Containers" means food and beverage packaging receptacles including but not
507 limited to packaging that has California Redemption Value.

508 **Recyclable Materials**

509 "Recyclable Materials" means Discarded Materials that can be re-used, remanufactured,
510 reconstituted, or Recycled.

511 **Related Party Entity**

512 "Related Party Entity" means any Affiliate which has financial transactions with Contractor
513 pertaining to this Agreement.

514 **Residential**

515 "Residential" means of, from, or pertaining to Single-Family Dwellings, Multi-Family Residential
516 complexes, including single-family homes, apartments, condominiums, townhouse complexes,
517 mobile home parks, cooperative apartments, and yacht harbors and marinas where residents live
518 aboard boats.

519 **Residential Diversion Level**

520 "Residential Diversion Level" means the sum of all Residential Recyclable Materials Collected by
521 Contractor divided by the sum of all Residential materials Collected by Contractor. For the
522 purposes of this definition, Recyclable Materials Collected shall include the sum of Targeted
523 Recyclable Materials, Other Recyclable Materials, and Organic Materials Collected, without
524 adjusting for Contamination. Materials Collected from Mixed Use Buildings shall be included in
525 the calculation of the Residential Diversion Level to the extent materials from such Customers are
526 combined during Collection with materials from Residential Premises.

527 **Residential Premises**

528 "Residential Premises" means individual dwelling units such as Single-Family Dwelling units,
529 Multi-Family Dwelling units (such as townhouses, apartments, and condominiums), mobile home
530 park dwelling units, cooperative apartments, and dwelling units at yacht harbors and marinas
531 where residents live aboard boats.

532 **Residential Property**

533 "Residential Property" means property used for residential purposes.

534 **Residential Recyclable Materials**

535 "Residential Recyclable Materials" means Targeted Recyclable Materials Collected from both
536 Single-Family Dwelling Customers and Multi-Family Residential Complexes.

537 **Revenue Requirement**

538 "Revenue Requirement" means the total projected amount of revenue that must be included in
539 determination of Agency's Rates to cover all costs associated with Contractor's Compensation,
540 Contractor Pass-Through Costs, and Other Pass-Through Costs for a Rate Year.

541 **SB 1383**

542 "SB 1383" means the Short-lived Climate Pollutants: Methane Emissions: Dairy And Livestock:
543 Organic Waste: Landfills Act of 2016 (Chapter 395, Statutes of 2016 [Lara, SB 1383]), also
544 commonly referred to as "SB 1383", as amended, supplemented, superseded, and replaced from
545 time to time. Of particular significance to the Collection services provided under the terms of this
546 Agreement, SB 1383 establishes State-wide targets for the reduction of Organic Materials
547 Disposal.

548 **SBWMA**

549 "SBWMA" means the South Bayside Waste Management Authority, which is a joint powers
550 authority comprised of the Member Agencies.

551 **SBWMA Service Area**

552 "SBWMA Service Area" means the service area comprised of the SBWMA's Member Agencies,
553 which include the following: Town of Atherton, City of Belmont, City of Burlingame, City of East
554 Palo Alto, City of Foster City, Town of Hillsborough, City of Menlo Park, City of Redwood City,
555 City of San Carlos, City of San Mateo, sections of unincorporated San Mateo County, and West
556 Bay Sanitary District.

557 **Service Area**

558 "Service Area" means the area within, and, if applicable, outside Agency's jurisdictional
559 boundaries with respect to which Agency exercises franchising authority for the Collection of Solid
560 Waste, Targeted Recyclable Materials, Organic Materials, or other materials pursuant to this
561 Agreement.

562 **Service Day**

563 "Service Day" means Monday through Sunday excluding Holidays specified in this Attachment A
564 for the Collection services.

565 **Service Opportunity**

566 "Service Opportunity" means each individual opportunity the Contractor has to Collect Solid
567 Waste, Targeted Recyclable Materials, and Organic Materials from a Customer's Container which
568 is equivalent to the required Single-Family, Multi-Family, and Commercial lifts. For example, for
569 a Single-Family Customer with regular weekly service, Contractor has three (3) Service
570 Opportunities per week – one (1) for Solid Waste Collection, one (1) for Targeted Recyclable
571 Materials, and one (1) for Organic Materials.

572 **Service Sector**

573 "Service Sector" means Collection services for each of the following types of services: Single-
574 Family; Multi-Family; Commercial; and Member Agency Facilities.

575 **Single-Family, Single-Family Dwelling, or SFD**

576 "Single-Family," "Single-Family Dwelling," or "SFD" means a Premises used as a Residential
577 dwelling and includes each unit of a duplex, triplex, fourplex or townhouse condominium at which
578 there are no more than four dwelling units where individual Solid Waste, Targeted Recyclable
579 Materials, and Organics Materials Collection is provided separately to each dwelling unit.

580 **Single-Stream Targeted Recyclable Materials**

581 "Single-Stream Targeted Recyclable Materials" shall mean Targeted Recyclable Materials which
582 have been Commingled by the Generator and placed in a Container for the purposes of Collection.

583 **Solid Waste**

584 "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, as
585 defined in California Public Resources Code Section 40191. For the purposes of this Agreement,
586 "Solid Waste" does not include abandoned vehicles and parts thereof, Hazardous Waste or low-
587 level radioactive waste, medical waste, Source Separated Targeted Recyclable Materials, Source
588 Separated Plant Materials, or Source Separated Organic Materials.

589 **Source Separated**

590 "Source Separated" means materials which otherwise would become Solid Waste, but have been
591 segregated by the Generator, such as Targeted Recyclable Materials or Organic Materials, for
592 the purpose of reuse, Recycling, or composting, to be Collected by Contractor or others.

593 **Special Handling Service**

594 "Special Handling Service" means the provision of Collection service to a SFD in the rear or side
595 Premises. Customers eligible for this service include only those that submit documentation (e.g.,
596 a form signed by a doctor) of their inability to perform the generally applicable Curbside Collection
597 set-out requirements.

598 **Specialty Recyclable or Reusable Material**

599 "Specialty Recyclable or Reusable Material" means Recyclable Materials that are not Targeted
600 Recyclable Materials but that may be collected for purposes of Recycling by any Person operating
601 in accordance with the Agency Municipal Code. Such Specialty Recyclable or Reusable Materials
602 include, but are not limited to, scrap metal weighing more than ten (10) pounds, Construction and
603 Demolition Debris, pallets, plastic film, and reusable furniture.

604 **Speed of Answer**

605 "Speed of Answer" means the amount of time before a call is answered once that call is queued
606 upon completion of the introductory voicemail message(s) or Customer bypassing the
607 message(s).

608 **Shoreway Recycling and Disposal Facility**

609 "Shoreway Recycling and Disposal Facility" means the Shoreway Recycling and Disposal Center
610 at 225 and 333 Shoreway Road, San Carlos, California, which is owned by SBWMA.

611 **State**

612 "State" means the State of California.

613 **Subcontractor**

614 "Subcontractor" means a Person which has entered into a contract with the Contractor for the
615 performance of work that is necessary for the Contractor's fulfillment of its obligations under this
616 Agreement.

617 **Targeted Recyclable Materials**

618 "Targeted Recyclable Materials" means a subset of Recyclable Materials that includes:
619 newspaper (including inserts, coupons, and store advertisements); mixed paper (including office
620 paper, computer paper, magazines, junk mail, catalogs, brown paper bags, paperboard, paper
621 egg cartons, telephone books, books, colored paper, construction paper, envelopes, legal pad
622 backings, shoe boxes, cereal and other similar food boxes); chipboard; corrugated cardboard;
623 paper milk cartons; glass containers of any color (including brown, blue, clear, and green);
624 aluminum (including food and beverage containers, foil, small pieces of scrap metal); small pieces
625 of scrap metal weighing less than ten (10) pounds and fitting into the Targeted Recyclable
626 Materials Collection Container (excluding chain, cable, wire, banding, hand tools, and automotive
627 parts); steel, tin or bi-metal containers; plastic containers (i.e., all plastic containers stamped with
628 the Society for the Plastics Industry (SPI) code #1 through #7; and plastic containers that are not
629 stamped but clearly can be identified as PET, HDPE, polypropylene). The list of "Targeted
630 Recyclable Materials" may be modified as technology or commodity markets change during the
631 term of the Agreement. Modifications to the list of "Targeted Recyclable Materials" shall be subject
632 to mutual agreement between the SBWMA, Agency, and Contractor.

633 **Term**

634 "Term" shall have the meaning ascribed to it Section 3.02.

635 **Ton (or Tonnage)**

636 "Ton (or Tonnage)" means a unit of measure for weight equivalent to 2,000 pounds where each
637 pound contains 16 ounces.

638 **Transfer Station**

639 "Transfer Station" means a Facility primarily used for the purpose of transferring Solid Waste from
640 Collection vehicles to transfer vehicles (but which may include recovery operations) to more
641 efficiently transport Solid Waste to the Disposal Site. For the purposes of this Agreement, Agency
642 has designated the Shoreway Recycling and Disposal Center, located at 225 and 333 Shoreway
643 Road, San Carlos, CA, as its designated Transfer Station.

644 **Spills of Discarded Materials**

645 "Spills of Discarded Materials" means any Solid Waste, Targeted Recyclable Materials, or Organic
646 Materials spilled or left at established Collection sites by Contractor after Collection, other than
647 small particles of grass clippings and leaves of the size and volume that may be collected by
648 regular street sweeping operations which may be left behind.

649 **Universal Waste (or U-Waste)**

650 "Universal Waste," or "U-Waste," means all wastes defined by Title 22, Subsections 66273.1
651 through 66273.9 of the California Code of Regulations. These include, but are not limited to,
652 batteries, fluorescent light bulbs, mercury switches, and Electronic Waste. U-Waste does not
653 include those items defined herein as Targeted Recyclable Materials.

654 **Unpermitted Materials**

655 "Unpermitted Materials" mean wastes or other materials that the Designated Transfer and
656 Processing Facility is not permitted to receive, including Hazardous Waste and Hazardous
657 Substances.

658 **Used Motor Oil**

659 "Used Motor Oil" means used motor oil from automobiles and other light duty vehicles intended
660 for personal use which is removed from cars at a Residential Premises and not as a part of a for-
661 profit or other business activity.

662 **Used Motor Oil Filter**

663 "Used Motor Oil Filter" means a used motor oil filter from automobiles and other light duty vehicles
664 intended for personal use which is removed from the vehicle at a Residential Premises and not
665 as a part of a for-profit or other business activity.

666 **Venue**

667 "Venue" means a permanent facility that during any year seats or serves an average of more than
668 2,000 individuals per day of operation. Both people attending the event and those working at it,
669 including volunteers, are included in this number.

670 **Waste Zero Specialists**

671 "Waste Zero Specialists" are the Contractor's staff members responsible for recycling promotion
672 directed primarily to Commercial and Multi-Family customers in the SBWMA Service Area.

673 **Weekly Collection Service**

674 "Weekly Collection Service" means Collection Service that is scheduled in advance from Monday
675 through Friday and provided once-per-week on the same day or days each week.

676 **White Goods**

677 "White Goods" means Major Appliances.
678

**ATTACHMENT B
LIST OF AGENCY FACILITIES
CITY OF EAST PALO ALTO**

Customer Name	Service Address	Rate Code		# of Units	MON	TUE	WED	THU	FRI	SAT	SUN
CITY OF EAST PALO ALTO	1960 TATE ST	BA7CC		1	ON CALL						
CITY OF EAST PALO ALTO	1960 TATE ST	C1YG1	MSW	1		X					
CITY OF EAST PALO ALTO-POLICE	141 DEMETER ST	C2G0	MSW	2	ON CALL						
CITY OF EAST PALO ALTO-POLICE	141 DEMETER ST	C2YG1	MSW	1		X					
CITY OF E PALO ALTO JOEL DAVIS	2277 UNIVERSITY AVE	C2YG1	MSW	1		X					
CITY OF EAST PALO ALTO-POLICE	141 DEMETER ST	C2YR	REC	1		X					
CITY OF EAST PALO ALTO	1960 TATE ST	C2YR	REC	1				X			
CITY OF E PALO ALTO JOEL DAVIS	2277 UNIVERSITY AVE	C2YR	REC	1		X					
CITY OF EAST PALO ALTO	DAISY LN	C32G	MSW	6			X				
CITY CAN - EAST PALO ALTO	2111 UNIVERSITY AVE #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	2200 UNIVERSITY AVE #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	2201 UNIVERSITY AVE #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	2124 UNIVERSITY AVE #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	WOODLAND AVE @ MANHATTAN AVE	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	660 DONOHUE ST #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	896 DONOHUE ST #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1586 BAY RD #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	941 NEWBRIDGE ST #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	E BAYSHORE RD @ EUCLID AVE	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	2400 GONZAGA ST @ BAY RD	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	2405 GONZAGA ST @ BAY RD	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	2401 ILLINOIS ST @ BAY RD	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1730 BAY RD #	C32G	MSW	1				X			
CITY CAN	1760 BAY RD #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1794 BAY RD #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	UNIVERSITY AVE @ WOODLAND	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	2390 CLARKE AVE #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1994 MANHATTAN AVE	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1928 PULGAS AVE	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1233 BAY RD	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1130 NEWBRIDGE ST	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1128 NEWBRIDGE ST	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1531 BAY RD	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1385 BAY RD	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1711 BAY RD	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	2400 GONZAGA ST @ BAY RD	C32R	REC	1				X			
CITY CAN - EAST PALO ALTO	2405 GONZAGA ST @ BAY RD	C32R	REC	1				X			
CITY CAN - EAST PALO ALTO	2401 ILLINOIS ST @ BAY RD	C32R	REC	1				X			
CITY CAN - EAST PALO ALTO	1730 BAY RD #	C32R	REC	1				X			
CITY CAN	1760 BAY RD #	C32R	REC	1				X			
CITY CAN - EAST PALO ALTO	1794 BAY RD #	C32R	REC	1				X			
CITY CAN - EAST PALO ALTO	2390 CLARKE AVE #	C32R	REC	1				X			
CITY CAN - EAST PALO ALTO	1711 BAY RD	C32R	REC	1				X			
CITY OF EAST PALO ALTO	1960 TATE ST	C960	ORG	1				X			
CITY OF EAST PALO ALTO	150 TARA RD	C96R	REC	6					X		
CITY OF EAST PALO ALTO	150 TARA RD	30YD	MSW	1				X			
CITY OF EAST PALO ALTO	150 TARA RD	30YD	MATTHRESS	1	ON CALL						
CITY OF EAST PALO ALTO	150 TARA RD	30YD	ORG	1					X		
CITY OF EAST PALO ALTO	150 TARA RD	15YD	DIRT/CONCRETE	1	ON CALL						
CITY OF EAST PALO ALTO	150 TARA RD	15YD	METAL	1	ON CALL						
CITY OF EAST PALO ALTO	150 TARA RD	6YD	SLUDGE	1	ON CALL						

**ATTACHMENT C
COMMUNITY EVENTS
CITY OF EAST PALO ALTO**

- **Bell Street Park Event** (once per year)
- **Juneteenth**
- **California Coastal Clean-up Day** (EPA Bay Trail & San Francisquito Creek Clean-up Day – 3rd Saturday in September)
- **National Night Out** (Drop containers at EPA Corp Yard for City's distribution to event sites)

Attachment D Container Specifications

Container Specifications - Carts					
1.	Material to be Collected	Color	Default Capacity		
	Solid Waste	Black	32 gallons		
	Targeted Recyclable Materials	Blue	64 gallons		
	Organic Materials	Green	96 gallons		
2.	Manufacturer.....		<u>Toter Inc.</u>		
3.	Material of Construction.....		<u>LMPDE – Linear Medium Density Polyethylene</u>		
4.	Recycled Content (percentage).....		<u>Minimum of thirty percent (30%) post-consumer recycled content material</u>		
5.	Manufacturing Method (rotational molding, injection molding, other.).....		<u>Rotational molding for 32,64, and 96 gallon carts</u> <u>Injection molding for 20 gallon cart</u>		
	Cart Size	20 gallons¹	32 gallons	64 gallons	96 gallons
6.	Durability (in service years)	<u>10+</u>	<u>10+</u>	<u>10+</u>	<u>10+</u>
7.	Cost of Each Container	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
8.	Dimensions of Each Container (Length x Width x Height)	<u>24.25 x 19.25 x 38.50</u>	<u>24.25 x 19.25 x 38.50</u>	<u>31.75 x 24.25 x 41.75</u>	<u>35.25 x 29.75 x 43.25</u>
9.	Wheel Size (carts only)	<u>10"</u>	<u>10"</u>	<u>10"</u>	<u>10"</u>
1.	Maximum Load Weight (lbs)	<u>60-74 lbs</u>	<u>112 lbs</u>	<u>224 lbs</u>	<u>336 lbs</u>
10.	Manufacturer's warranty (years)	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>
11.	Labeling (list methods).....	<u>Hot Stamp on Body and/or Lid</u>			

¹ The 20-gallon Cart shall be a 32-gallon Cart with an insert to reduce the capacity from 32 gallons to 20 gallons. It will be manufactured by Toter

Attachment D Container Specifications

Container Specifications – Kitchen Pails	
1. Kitchen Pail (Food Waste) <input checked="" type="checkbox"/>	
2. Manufacturer.....	<u>Norseman Environmental Products</u>
3. Material of Construction	<u>High Density Polyethylene</u>
4. Recycled Content (percentage).....	<u>Minimum of twenty percent (20%) post-consumer recycled content material</u>
5. Color	<u>Green body</u> <u>White lid</u> <u>White handle</u>
6. Durability (in service years)	<u>Five (5) years plus</u>
7. Cost of Each Kitchen Pail	<u>N/A</u>
8. Dimensions of Each Kitchen Pail (Length x Width x Height) ...	<u>12" x 8.6" x 8.6"</u>
9. Manufacturer's warranty	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If Yes, Number of Years = <u>five (5)</u>
10. Labeling (list methods).....	<u>Hot stamped on front</u> <u>and/or</u> <u>Label affixed to front or on lid</u>

Attachment D Container Specifications

Container Specifications – Recycling Tote Bag	
1. Recycling Tote Bags	<input checked="" type="checkbox"/>
2. Manufacturer.....	<u>Multibag</u>
3. Material of Construction	<u>Polypropylene</u>
4. Recycled Content (percentage)	<u>60% Recycled Polypropylene, 35% Virgin Polypropylene, 3% White pigment, and 2% Printing ink</u>
5. Color	<u>Available in any Pantone color</u>
6. Durability (in service years)	<u>5 – 10 Years</u>
7. Cost of Tote Bag.....	<u>N/A</u>
8. Dimensions of Recycling Tote Bag (Length x Width x Height)	<u>15 x 7 x 15 (inches)</u>
9. Manufacturer's warranty	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, Number of Years = _____
10. Labeling (list methods)	<u>Silkscreen</u>

Attachment D Container Specifications

Container Specifications - Bins				
1. Material to be Collected. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Garbage <input checked="" type="checkbox"/> Targeted Recyclables <input checked="" type="checkbox"/> Organic Materials <input checked="" type="checkbox"/> C&D Materials <input checked="" type="checkbox"/> </div> <div style="width: 45%;"> Color = Gray Color = Blue Color = Green Color = TBD </div> </div>				
2. Manufacturer	<u>Consolidated Fabricators</u>			
3. Material of Construction	<u>Steel Body</u>		<u>HDPE Plastic Lid</u>	
4. Recycled Content (percentage)	<u>30%</u>			
5. Manufacturing Method	<u>Welded (Body)</u>		<u>Molded (Lid)</u>	
6. New or Used (Agency authorization required)	<input type="checkbox"/> New		<input checked="" type="checkbox"/> Used	
7. Date of Last Refurbished	_____			
Container Size (cubic yards)	<u>1 CY</u>	<u>2 CY</u>	<u>3 CY</u>	<u>4 CY</u>
8. Color	_____	_____	_____	_____
9. Durability (in service years)	<u>7+</u>	<u>7+</u>	<u>7+</u>	<u>7+</u>
10. Cost of Each Container	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
11. Dimensions of Each Container (Length x Width x Height)	<u>72" x 24" x 28"</u>	<u>72" x 34.5" x 34.5"</u>	<u>72" x 41.5" x 41.5"</u>	<u>72" x 50.5" x 46"</u>
12. Wheel Size (if appropriate)	<u>6"</u>	<u>6"</u>	<u>6"</u>	<u>6"</u>
13. Maximum Load Weight (lbs)	<u>600</u>	<u>1,000</u>	<u>1,400</u>	<u>1,800</u>
14. Manufacturer's warranty (years)	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
15. Labeling (list methods)	<u>Paint and decals</u>			

Attachment D Container Specifications

Container Specifications – Bins				
1. Material to be Collected. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Garbage <input checked="" type="checkbox"/> Targeted Recyclables <input checked="" type="checkbox"/> Organic Materials <input checked="" type="checkbox"/> C&D Materials <input checked="" type="checkbox"/> </div> <div style="width: 45%;"> Color = Gray Color = Blue Color = Green Color = TBD </div> </div>				
2. Manufacturer	<u>Consolidated Fabricators</u>			
3. Material of Construction	<u>Steel Body</u>		<u>HDPE Plastic Lid</u>	
4. Recycled Content (percentage)	<u>30%</u>			
5. Manufacturing Method	<u>Welded (Body) Molded (Lid)</u>			
6. New or Used (Agency authorization required)	<input type="checkbox"/> New		<input checked="" type="checkbox"/> Used	
7. Date of Last Refurbished	_____			
Container Size	<u>6 CY</u>	<u>8 CY</u>	<u>9 CY</u>	<u>15 CY</u>
8. Color	_____	_____	_____	_____
9. Durability (in service years)	<u>7+</u>	<u>7+</u>	<u>7+</u>	<u>7+</u>
10. Cost of Each Container	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
11. Dimensions of Each Container (Length x Width x Height)	<u>72"x66"x 50"</u>	<u>72" x 72" x 56"</u>	<u>8x12x34"</u>	<u>8x12x55"</u>
12. Wheel Size (if appropriate)	<u>n/a</u>	<u>n/a</u>	<u>10"</u>	<u>10"</u>
13. Maximum Load Weight (lbs)	<u>2,000</u>	<u>2,200</u>	<u>15,000</u>	<u>15,000</u>
14. Manufacturer's warranty (years)	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
15. Labeling (list methods)	<u>Paint and decals</u>			

N/A means "not applicable."
 CY means "cubic yard."
 TBD means "to be determined."

Attachment D Container Specifications

Container Specifications – Drop Boxes				
1. Material to be Collected.	Garbage	<input checked="" type="checkbox"/>		
	Targeted Recyclables	<input checked="" type="checkbox"/>		
	Organic Materials	<input checked="" type="checkbox"/>		
	C&D Materials	<input checked="" type="checkbox"/>		
2. Manufacturer.....	<u>Consolidated Fabricators</u>			
3. Material of Construction	<u>Steel Body</u>	Steel Lid		
4. Recycled Content (percentage).....	<u>30%</u>			
5. Manufacturing Method	<u>Welded</u>			
6. New or Used (Agency authorization required).....	<input type="checkbox"/> New		<input checked="" type="checkbox"/> Used	
7. Date of Last Refurbished				
Container Size	<u>20 CY</u>	<u>30 CY</u>	<u>40 CY</u>	
8. Color	_____	_____	_____	
9. Durability (in service years)	<u>±</u>	<u>±</u>	<u>±</u>	
10. Cost of Each Container	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
11. Dimensions of Each Container (Length x Width x Height).....	<u>8x18x49"</u>	<u>8x20x66"</u>	<u>8x22x80"</u>	
12. Wheel Size (if appropriate)	<u>10"</u>	<u>10"</u>	<u>10"</u>	
13. Maximum Load Weight (lbs)	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	
14. Manufacturer's warranty (years)	<u>1</u>	<u>1</u>	<u>1</u>	
15. Labeling (list methods)	<u>Paint and decals</u>			

N/A means "not applicable."

Attachment E-1 Contamination Measurement Methodology: Single Loads

This Attachment presents the methodology for quantifying the Contamination Level of single load(s) of Recyclable Materials Collected in the Service Area and delivered to the Designated Transfer and Processing Facility by Contractor.

This Attachment is organized into the following six (6) sections:

1. **Objectives**—describes the purpose of the methodology.
2. **Sampling rationale**—defines which loads will be sampled.
3. **Sampling allocation**—describes the number of samples required to provide a sufficient level of accuracy in findings.
4. **Test procedures**—describes sampling and sorting activities for each load.
5. **Sorting categories**—describes the sorting categories.
6. **Calculations**

Appendices 1 through 3 consist of:

1. *methodology checklist*
2. *sample data collection forms*
3. *equipment list*

1. Objectives

This methodology is designed to estimate the Contamination Level (as a percentage by weight of the entire load) in an individual load from five (5) inbound material types Collected in the Service Area. These material streams are listed below and described further in Section 3.

- Commercial Source Separated and Targeted Recyclable Materials
- Commercial Organic Materials
- Commercial Plant Materials
- Single-Family Targeted Recyclable Materials
- Single-Family Organic Materials

The methodology described herein is intended to produce consistent and statistically reliable estimates of the Contamination Level of individual loads from the above material streams. In addition, the methodology is designed to require the minimum necessary organizational time and financial investment.

2. Sampling rationale

Loads may be selected for sampling when observation of the load by SBWMA or Operator indicates that it may exceed the allowed Contamination Level. A statistical sampling process will be used to determine the Measured Contamination Level in individual loads.

3. Sampling allocation

Approximately five (5) samples, each weighing approximately one hundred and fifty (150) pounds, are required from an individual load in order to calculate the Measured Contamination Level with a sufficient level of accuracy for every material stream except

Attachment E-1 Contamination Measurement Methodology: Single Loads

Commercial Organic Materials. Because of the variability typically found in loads of Commercial Organic Materials, approximately fifteen (15) samples of two hundred (200) pounds are required for sampling to achieve the specified level of accuracy.

The recommended numbers of samples are based on the following factors:

- 1) An analysis of the composition variability among samples that were sorted during waste characterization studies of similar waste streams and programs in other West Coast communities.
- 2) An agreement on the acceptable level of accuracy.

Table 1 indicates the statistical confidence intervals (error ranges) at the ninety percent (90%) confidence level that are expected to result from characterizing five (5) samples per load, or fifteen (15) samples per load in the case of Commercial Plant Materials.

Table 1: Samples per Load and Results

Material stream	Estimated sample weight	Number of samples	Expected statistical error range
Commercial Source-Separated and Targeted Recyclable Materials	150 lbs.	5	4%
Commercial Organic Materials	200 lbs.	15	7%
Commercial Plant Materials	150 lbs.	5	1%
Single-Family Targeted Recyclable Materials	150 lbs.	5	2%
Single-Family Organic Materials-	150 lbs.	5	1%

The error ranges shown above shall be interpreted as follows. When the calculation method described below provides the Measured Contamination Level of a load, the estimate will be expressed in terms of percent by weight of the entire load. The error range around the estimate reflects a percent by weight of the entire load. Thus, if the Measured Contamination Level for a given material stream is five percent (5%), plus or minus one percent (1%), then ninety percent (90%) confidence that the Contamination is between four percent (4%) and six percent (6%) of the entire load is achieved. The Parties agree that the actual Measured Contamination Level will be the sole determinant of the percentage of Contamination in a load, and of Contractor's compliance with the maximum contamination levels.

It is expected that a two (2) person crew can obtain, sort, and weigh five (5) samples in a five (5) to seven (7) hour period.

4. Test procedures

Test procedures are broken down in to the following steps, which shall be used by SBWMA, or a third party designated by the SBWMA.

- Safety training and staff coordination
- Sampling and sorting area designation
- Sample selection

Attachment E-1 Contamination Measurement Methodology: Single Loads

- Sample sorting
- Sample disposal
- Data management

Contractor or its representative shall have the right to be present at, observe, and photograph and video all aspects of the sampling process, including without limitation each of the steps listed above or described below.

Contractor shall not be responsible for any of the costs incurred in implementing the sampling process and procedures described in this Attachment E-1, other than costs incurred by Contractor in exercising its observation rights set forth in the preceding paragraph.

These steps are described in more detail following the definitions of roles. Each step is the responsibility of a specific person or group of people as follows:

- **sampling crew manager**—responsible for selecting samples, working with Operator and the *sampling crew*, quality control, and compliance with Facility regulations.
- **sampling crew**—responsible for sorting samples.
- **facility manager**—responsible for coordinating with the *sampling crew manager*.
- **tipping floor staff**—responsible for identifying loads potentially contaminated beyond the acceptable threshold, creating a designated sampling and sorting area, and ensuring segregation of selected loads in that area.
- **loader operator(s)**—responsible for segregating the selected load from other loads in the designated sampling and sorting area.

Safety training and staff coordination

When the *sampling crew manager* and the *sampling crew* arrive at the Designated Transfer and Processing Facility they will participate in any required safety training and put on all required personal protective equipment (see the *equipment list* shown in Appendix 3). The *sampling crew manager* will also walk through the process of extracting samples from the designated load with both the *loader operator(s)* and the *tipping floor staff*.

Sampling and sorting area designation

With the input of the *tipping floor staff* and the *loader operator(s)*, the *sampling crew manager* and *sampling crew* will set up in the designated sampling and sorting area near the tipping floor. The sorting area should be in a location near the load to be sampled and from which the loader can safely remove samples after sorting.

Sample selection

Five (5) cells will be randomly selected for sampling using a random number generator for all material streams except commercial organics. Fifteen (15) cells will be selected for the commercial organics material stream.

The *sampling crew manager* will assist the *loader operator* in locating the appropriate cell for each sample using the sample cell map in Figure 1 below.

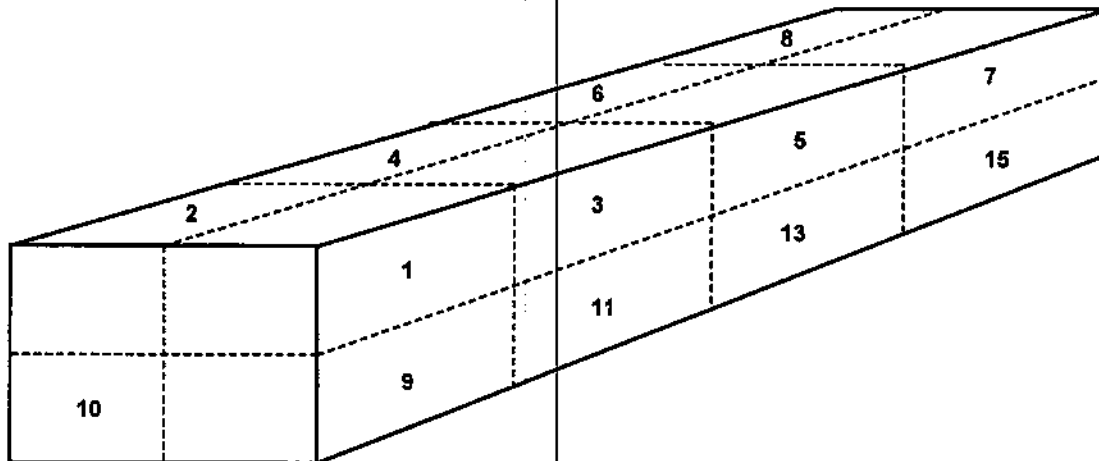
Attachment E-1 Contamination Measurement Methodology: Single Loads

After the loader has extracted the material in the selected cell, the *sampling crew manager* will guide the loader to a designated tarp. Using visual cues the *sampling crew manager* will ensure the *loader operator(s)* deposits the proper quantity of material on the tarp. A shovel may be used to add material from the bottom of the cell to ensure the sample includes some heavy and small material that the loader bucket cannot collect.

Pulling the tarp is a basic test used to estimate sample weight.¹ If it is determined that a sample is too heavy it may be lightened by removing vertical slices from the sample. If it is determined that a sample is too light it may be increased by removing or adding more material. It is important to add or remove all material in the slice from the top to bottom, to ensure that both small, heavy, and loose materials and large, light, and bagged materials are added or removed.

Samples can be queued and stored on tarps until sorted but samples must be prevented from mixing with each other and with other material on the tipping floor. The *sampling crew manager* will place a unique sample placard on each sample for a photograph and, if the sample is not immediately sorted, for later identification. The placard is marked with a unique sample identification number and additional information (such as the date) used to identify loads in photographs and correlate load net weights with sample details. Each placard will be coded according to its corresponding materials stream. (e.g., 'RSS-1' indicates the first load of Residential single-stream recycling). Each load will be photographed individually with the sample placard visible and legible.

Figure 1: Sixteen (16) cell grid



Note: Cells 12, 14 and 16 are below cells 4, 6 and 8, respectively.

Sample sorting

The sample identification number, as designated by the placard, will be recorded on the tally form (see Appendix 2 for an example of this form.) The sample will be moved into

¹ Samples of Commercial Source-Separated and Targeted Recyclable Materials, Single-Family Targeted Recyclable Materials, and Commercial Plant Materials shall weigh between one hundred and twenty five (125) pounds and one hundred and seventy five (175) pounds. Samples of Commercial Organic Materials and Single-Family Organic Materials shall weigh between one hundred and seventy five (175) pounds and two hundred and twenty five (225) pounds.

Attachment E-1 Contamination Measurement Methodology: Single Loads

the designated sorting area. Next, the *sampling crew* will sort the Contamination materials, as defined in Appendix 1, out of the load and into sort containers. The *sampling crew* will then weigh the Contamination materials while the *sampling crew manager* records the weights on the tally form. The remainder of the load—all acceptable items—will be put into containers, weighed, and recorded on the tally form. The *sampling crew manager* is responsible for monitoring the homogeneity of material in each container and ensuring the accuracy of the sorting process. At the end of each sampling day the *sampling crew* will comply with any *tipping floor staff* directions regarding cleaning the designated sampling and sorting area and storing sampling and sorting supplies.

Sample disposal

After the weight of all material in each sample is recorded on the tally sheet, the *sampling crew* will move the sorted material to a location where it is safe and convenient for the loader to remove.

Data management

At the end of each sampling day, the *sampling crew manager* will review all forms for accuracy and completeness. Any issues shall be resolved immediately while the day's work is still fresh in the mind. To ensure the tally forms are not lost before inputting the data into an electronic form, copies shall be made of all completed forms and copies will be kept in a place separate from the originals. One copy of the forms will be mailed or hand delivered to the person inputting the data into an electronic form.

The appendices cover calculations, data collection forms, and an equipment list for this study.

5. Sorting categories

All loads identified for sorting shall be sorted and weighed into the following two (2) categories:

- 1) Contamination
- 2) Targeted Recyclable Materials, Source-Separated Targeted Recyclable Materials, Organic Materials, or Plant Materials

6. Calculations

Estimates of Contamination and Targeted Recyclable Materials, Source-Separated Targeted Recyclable Materials, Organic Materials, or Plant Materials will be calculated using a method that gives equal weighting or "importance" to each sample within a given stream. Confidence intervals (error ranges) will be calculated based on assumptions of normality in the composition estimates.

In the descriptions of calculation methods, the following variables will be used:

- i denotes an individual sample.
- j denotes the material type.
- c_j is the weight of the material type j in a sample.
- w is the weight of an entire sample.
- r_j is the composition estimate for material j (r stands for *ratio*).

Attachment E-1 Contamination Measurement Methodology: Single Loads

- a denotes a region of the state (a stands for area).
- s denotes a particular sector or subsector of the waste stream.
- n denotes the number of samples in the particular group that is being analyzed at that step.

Estimating the Composition

The following method will be used to estimate the composition of waste belonging to the Commercial Source-Separated and Targeted Recyclable Materials, Commercial Organic Materials, Commercial Plant Materials, Single-Family Targeted Recyclable Materials, and Single-Family Organic Materials streams.

For a given stream, the composition estimate denoted by r_j represents the ratio of the component's weight to the total weight of all the samples in the stream. This estimate will be derived by summing each component's weight across all of the selected samples belonging to a given stream and dividing by the sum of the total weight of waste for all of the samples in that stream, as shown in the following equation:

$$r_j = \frac{\sum_i c_{ij}}{\sum_i w_i} \quad (1)$$

where:

- c = weight of particular component
- w = sum of all component weights
- for $i = 1$ to n , where n = number of selected samples
- for $j = 1$ to m , where m = number of components

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For example, the following simplified scenario involves three samples. For the purposes of this example, only the weights of the component *carpet* are shown.

	Sample 1	Sample 2	Sample 3
Weight (<i>c</i>) of carpet	5	3	4
Total Sample Weight (<i>w</i>)	80	70	90

$$r_{Carpet} = \frac{5 + 3 + 4}{80 + 70 + 90} = 0.05$$

To find the composition estimate for the component *carpet*, the weights for that material are added for all selected samples and divided by the total sample weights of those samples. The resulting composition is 0.05, or five percent (5%). In other words, five percent (5%) of the sampled material, by weight, is *carpet*. This finding is then projected onto the stratum being examined in this step of the analysis.

Attachment E-1 Contamination Measurement Methodology: Single Loads

The confidence interval for this estimate will be derived in two (2) steps. First, the variance around the estimate will be calculated, accounting for the fact that the ratio included two (2) random variables (the component and total sample weights). The variance of the ratio estimator equation follows:

$$\text{Var}(r_j) \approx \left(\frac{1}{n}\right) \left(\frac{1}{\bar{w}^2}\right) \left(\frac{\sum_i (c_{ij} - r_j w_i)^2}{n-1}\right) \quad (2)$$

where:

$$\bar{w} = \frac{\sum_i w_i}{n} \quad (3)$$

(For more information regarding Equation 2, please refer to *Sampling Techniques, 3rd Edition* by William G. Cochran [John Wiley & Sons, Inc., 1977].)

Second, precision levels at the 90 percent (90%) confidence level will be calculated for a component's mean as follows:

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

where z = the value of the z -statistic (1.645) corresponding to a 90 percent (90%) confidence level.

Attachment E-1 Contamination Measurement Methodology: Single Loads

Appendix 1: Methodology checklist

Roles and responsibilities

- **sampling crew manager**—responsible for selecting samples, working with Facility staff and the sampling crew, quality control, and compliance with Facility regulations.
- **sampling crew**—responsible for sorting samples.
- **facility manager**—responsible for coordinating with the sampling crew manager, SBWMA, and drivers.
- **tipping floor staff**—responsible for identifying loads potentially contaminated beyond the acceptable threshold, creating a designated sampling and sorting area, and ensuring segregation of selected loads in that area.
- **loader operator(s)**—responsible for segregating the selected load from other loads in the designated sampling and sorting area.

Advanced preparation

Project manager:

Contact facility manager

- Ask *facility manager* to update the following employees with the sampling plan:

- Loader operator(s)*

- Tipping floor staff*

- Request safety expectations

- Schedule safety training

- Ask if there are any circumstances that may affect the study (i.e., weather, animals, site construction, etc.)

Obtain safety gear (Appendix 3)

- Check safety gear

Obtain sorting equipment (Appendix 3)

- Check sorting equipment

Print tally sheets (Appendix 2)

- Print on "Rite in the Rain" all-weather paper

Sampling crew and sampling crew manager

- Review material list

- Review data collection forms

- Review unique site requirements

Arrival at Facility

Sampling crew:

- Arrive at Facility ahead of schedule

- Participate in any required safety training

- Don safety gear

Sampling crew manager:

- Arrive at Facility ahead of schedule

- Reviews logistics and expectations with MRF manager

- Participate in any required safety training

- Don safety gear

Attachment E-1 Contamination Measurement Methodology: Single Loads

- Tipping floor coordination**
 - Sampling crew manager:*
 - Designate a designated sampling/sorting area on each tipping floor (2) with input from tipping floor staff and loader operator(s), meeting the following criteria:
 - Loader operator(s) can visually communicate with sampling crew
 - Loader operator(s) can safely remove sorted loads
 - Approximately twenty (20) feet by twenty (20) feet
 - Explain and walkthrough the sampling process with both the *tipping floor staff* and the *loader operator(s)*
 - Explain that samples must be dumped in a clean area, separate from other loads (called a designated dumping area)
 - Explain that the *sampling crew manager* is responsible for identifying the portion of the load that the *loader operator(s)* will sample
 - Explain the appropriate samples size. Samples of Commercial Source-Separated and Targeted Recyclable Materials, Single-Family Targeted Recyclable Materials, and Commercial Plant Materials shall weigh between one hundred and twenty five (125) pounds and one hundred and seventy five (175) pounds. Samples of Commercial Organic Materials and Single-Family Organic Materials shall weigh between one hundred and seventy five (175) pounds and two hundred and twenty five (225) pounds.
 - Explain that the *sampling crew manager* will be responsible for guiding the *loader operator(s)* to the appropriate tarpaulin
 - Sampling crew:*
 - Set up designated sampling sorting area
 - Sorting table
 - Baskets
 - Digital scale(s)
- Sample collection**
 - Tipping floor staff:*
 - Sampling crew manager:*
 - Direct *loader operator(s)* to pre-selected sampling cell
 - Direct *loader operator(s)* to designated tarpaulin
 - Signal *loader operator(s)* with tipping instructions
 - Pull tarp to test for appropriate sample weight
 - Place placard in the load
 - Photograph load
 - Placard should be visible and legible
 - Wrap and segregate load until ready to sort
 - Loader operator(s):*
 - Pinch/scoop sample, as directed by the *sampling crew manager*
 - Tip sample on designated tarpaulin, as directed by the *sampling crew manager*
 - Sampling crew:*
 - May assist *sampling crew manager* at any point
- Sample sorting**
 - Sampling crew:*

Attachment E-1 Contamination Measurement Methodology: Single Loads

- Move the sample into the designated sampling/sorting area
- Sort the sample
 - Sort Contamination materials into designated baskets
- Assist the *sampling crew manager* with weighing the baskets
- Assist the *sampling crew manager* with weighing the remainder material
- Sampling crew manager:*
 - Record the sample ID onto the tally sheet
 - Assist the *sampling crew* in moving the sample into the designated sampling/sorting area
 - Sort the sample
 - Sort all Contamination material into designated baskets
 - Weigh baskets containing Contamination materials, and record weights on the tally sheet
 - Ensure homogeneity of materials
 - Weigh remainder material and record weights on the tally sheet
 - Ensure all Contamination materials are removed
- Sample disposal**
 - Sampling crew manager and sampling crew:*
 - Dispose of all materials in a designated disposal area
 - Loader operator(s):*
 - Remove disposed materials when it is safe and convenient
- Data management**
 - Sampling crew manager:*
 - Review all forms for accuracy and completeness
 - Tally sheet(s)
 - Project manager:*
 - Check all forms for accuracy and completeness
 - Tally sheet(s)
 - Copy all data forms
 - Store copies separate from the originals
 - Download pictures from camera
 - Provide copies of data for electronic input
 - Ensure data entry is checked for accuracy

Attachment E-1
Contamination Measurement Methodology: Single Loads

Appendix 2: Data collection forms

Appendix consists of copies of each of the following two (2) data collection forms:

- sampling placard
- tally sheet

Figure 2: Example Sampling placard

Date: _____
Jurisdiction: _____
RSS - 1
Cell 13

Attachment E-1 Contamination Measurement Methodology: Single Loads

Figure 3: Example Tally sheet

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

Attachment E-1 Contamination Measurement Methodology: Single Loads

Appendix 3: Equipment list

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

Sorting equipment:

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

Safety equipment:

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

ATTACHMENT F FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that RECOLOGY SAN MATEO COUNTY, hereinafter called the PRINCIPAL, and the City of East Palo Alto, a General Law City duly organized under the laws of the State of California, having its principal place of business at 2415 University Avenue, East Palo Alto, in the State of California, and authorized to do business as an admitted surety insurer in the State of California, regulated by the California Insurance Commissioner and with a financial condition and record of service satisfactory to the City of East Palo Alto, hereinafter called the SURETY, are held and firmly bound to the City of East Palo Alto, a municipal corporation in the State of California, hereinafter called the OBLIGEE, in the sum of _____ Dollars (\$_____)

lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL has entered into a Contract with the OBLIGEE for Recyclable Materials, Organic Materials, and Solid Waste Collection Services ("Contract") and said PRINCIPAL is required under the terms of said Contract to furnish a bond of faithful performance of said Contract.

NOW, THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all of the undertakings, covenants, terms and agreements of said Contract, and any modification thereto made as therein provided, at the time and in the manner therein specified, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

The SURETY, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications incorporated therein shall impair or affect its obligations on this bond, and it hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, however, that the SURETY shall not be liable (1) as respects to any obligations related to said Contract occurring after two (2) years from the date of this Bond, unless this Bond is extended, or (2) with respect to PRINCIPAL'S obligation to procure a replacement performance bond, as provided for in Section 13.03 of the Contract. This Bond may be extended beyond _____, 20____ in the sole discretion of the SURETY by means of a continuation certificate in form and substance satisfactory to OBLIGEE signed at least ninety (90) days prior to _____, 20____.

In the event suit is brought upon this Bond by the OBLIGEE and the OBLIGEE is the prevailing party, the SURETY shall pay, in addition to the sums set forth above, all costs incurred by the OBLIGEE in such suit, including reasonable attorneys' fees to be fixed by the court.

**ATTACHMENT F
FAITHFUL PERFORMANCE BOND**

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument as of this ____ day of _____, 20__

CITY OF EAST PALO ALTO

RECOLOGY SAN MATEO COUNTY

By: _____
Jaime M. Fontes
City Manager/ City Clerk

By: _____
Salvatore M. Coniglio
CEO

By: _____
Cary Chen
Secretary

Approved as to Form: _____

(SURETY)

Rafael E. Alvarado Jr.
City Attorney

Note: To be considered complete, both the principal and surety must sign this performance bond. In addition, the surety's signature must be acknowledged by a notary public and a copy of the surety's power of attorney must be attached.

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

ATTACHMENT G GUARANTY

THIS GUARANTY (the "Guaranty") is given as of the 19th day of June, 2018, by RECOLOGY INC. ("Guarantor"), to the City of East Palo Alto a public agency ("Agency").

THIS GUARANTY is made with reference to the following facts and circumstances:

A. Recology San Mateo County ("Contractor") is a corporation organized under the laws of the State of California, all of the issued and outstanding stock of which is owned by Guarantor.

B. Guarantor is a corporation organized under the laws of the State of California.

C. Contractor and Agency have negotiated an Amended and Restated Agreement for Solid Waste, Recyclable Materials, and Organic Materials Collection ("Agreement"), under which Contractor is to provide specified services to Agency. A copy of this Agreement is attached hereto and incorporated herein by this reference.

D. It is a requirement of the Agreement, and a condition to Agency's entering into the Agreement, that Guarantor guaranty Contractor's performance of the Agreement.

E. Guarantor is providing this Guaranty to induce Agency to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. **Guaranty of the Agreement.** Guarantor hereby irrevocably and unconditionally guarantees to Agency the complete and timely performance, satisfaction and observation by Contractor of each and every term and condition of the Agreement which Contractor is required to perform, satisfy or observe. In the event that Contractor fails to perform, satisfy or observe any of the terms or conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of the Contractor. Guarantor hereby guarantees prompt payment to Agency of each and every sum due from Contractor to Agency under the Agreement, as and when due from time to time, and the prompt performance of every other task and duty to be performed by the Contractor under the Agreement.

2. **Guarantor's Obligations Are Absolute.** The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited and, with respect to any payment obligation of Contractor under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon the genuineness, validity, regularity or enforceability of the Agreement.

3. **Waivers and Subordination.** The Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Contractor; (2) any amendment, modification or waiver of any provision of the Agreement or the extension of its Term; (3) the actual or purported rejection of the Agreement by a trustee in bankruptcy, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (4) any waiver, extension, release or modification with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of Agency's rights or remedies against Contractor; or (5) any merger or consolidation of the Contractor with any other organization, or any sale, lease or transfer of any or all the assets of the Contractor.

ATTACHMENT G GUARANTY

The Guarantor hereby waives any and all rights, benefits and defenses under California Civil Code Sections 2809, 2815, 2819, 2845, 2849 and 2850, and all other rights permitted to be waived by Section 2856(a) including, without limitation, the right to require Agency to (a) proceed against Contractor, (b) proceed against or exhaust any security or collateral Agency may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agree that Agency may proceed against Guarantor for the obligations guaranteed herein without taking any action against Contractor or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral Agency may hold now or hereafter hold. Agency may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Contractor or any other guarantor or pledgor without impairing Agency's rights and remedies in enforcing this Guarantee.

The Guarantor hereby waives and agrees to waive at any future time at the request of Agency, to the extent now or then permitted by applicable law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice to the Guarantor, the time for Contractor's performance of or compliance with any of its obligations under the Agreement is extended, or such performance or compliance is waived; (b) the Agreement is modified or amended in any respect; (c) any other indemnification with respect to Contractor's obligations under the Agreement or any security therefor is released or exchanged in whole or in part or otherwise dealt with; (d) any assignment of the Agreement is effected which does not require Agency's approval; or (e) any termination or suspension of the Agreement arising by reason of a default by Contractor.

The Guarantor hereby expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from Agency as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Contractor prior to such avoidance or recovery, or (b) payment in full of any obligations then outstanding.

The Guarantor expressly subordinates and waives its rights to subrogation, reimbursement, contribution or indemnity with respect to performance by Guarantor of the obligations of Contractor guaranteed hereby, until such time as Agency receives payment or performance in full of all such obligations.

4. Term. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed by Contractor, and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by Agency of any performance bond or other collateral to assure the performance of Contractor's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by Agency against Contractor arising out of the Agreement based on Contractor's failure to perform which has not been settled or discharged.

ATTACHMENT G GUARANTY

5. **No Waivers by Agency.** No delay on the part of Agency in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of Agency to take other or further action without notice or demand. No modification or waiver by Agency of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by Agency and by Guarantor, nor shall any waiver by Agency be effective except in the specific instance or matter for which it is given.

6. **Attorney's Fees.** In addition to the amounts guaranteed under this Guaranty, Guarantor agrees to pay actual attorney's fees and all other costs and expenses incurred by Agency in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. **Governing Law; Jurisdiction.** This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws rules for all purposes, including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by Agency to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following person as its agent for service of process in California:

Salvatore M. Coniglio
Recology Inc.
50 California Street, 24th Floor
San Francisco, CA 94111

8. **Severability.** If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity shall have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. **Binding on Successors.** This Guaranty shall inure to the benefit of Agency and its successors and shall be binding upon Guarantor and its successors, including a successor entity formed by a merger or consolidation, a transferee of substantially all of its assets, and its shareholders in the event of its dissolution or insolvency.

10. **Authority.** Guarantor represents and warrants that it has the corporate power to give this guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Articles of Incorporation and by-laws, and that the person signing this Guaranty on its behalf has authority to do so.

11. **Notices.** Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

**ATTACHMENT G
GUARANTY**

To Agency: City of East Palo Alto
2415 University Avenue
East Palo Alto, CA 94303
ATTN: City Clerk

With a copy to Agency's Attorney at the same address.

To Guarantor: Recology Inc.
50 California Street, 24th Floor
San Francisco, CA 94111
Attention: Legal Department

The parties may change the address to which notice is to be sent by giving the other party notice of the change as provided in this Section.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty on the day and year first above written.

RECOLOGY INC.

By: _____
Salvatore M. Coniglio
Chief Executive Officer

By: _____
Cary Chen
Corporate Secretary

ATTACHMENT H DELINQUENT PAYMENT POLICY

Delinquent Payment

Single-Family Residential Customers will be considered delinquent sixty (60) Days after start of the quarter in which Collection services are provided by Contractor and Multi-Family Dwelling and Commercial Customers will be considered delinquent thirty (30) Days after payment is due to Contractor.

Contractor may assess a late fee, at a Rate not to exceed twenty-five percent (25%) of the unpaid balance of Single-Family Residential Customers Bills, and at a Rate not to exceed ten percent (10%) of the balance for Multi-Family Residential and Commercial Customers, monthly if payment is not received by Contractor within thirty (30) Days after the account becomes delinquent. Contractor must provide all delinquent Accounts with written notice of its intent to assess late fees at least fifteen (15) Days prior to such assessment.

Contractor may discontinue service to any Account, if payment is not received by Contractor within thirty (30) Days after the Account becomes delinquent. Contractor must provide all delinquent Accounts with written notice of its intent to discontinue service at least thirty (30) Days prior to such discontinuance. Agency shall allow Contractor to collect a premium fee to initiate service at a discontinued service Account, in an amount not to exceed the base monthly Rate for the existing service level for Residential, Multi-Family Residential and Commercial Customers.

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Performance incentives (in the form of increased compensation to Contractor) will be awarded for excellent performance on aspects of Solid Waste diversion and Customer service as specified in this Attachment. Any performance incentive for achieving or surpassing the performance standards specified herein shall be added to Contractor's Compensation during the Rate Year immediately following the calculation and award of the performance incentive. Performance disincentives will be assessed for substandard performance on aspects of Solid Waste diversion, Collection service delivery, and Customer service as specified in this Attachment. Any performance disincentives for performance falling below standards as specified herein shall be subtracted from Contractor's Compensation during the Rate Year immediately following the calculation and assessment of the performance disincentive.

1. GENERAL

Agency shall provide an incentive payment to Contractor for exceeding the following two (2) performance standards:

- Overall Diversion Level
- Average Speed of Answer

Agency shall assess a disincentive payment to Contractor for not meeting the following five (5) performance standards:

- Minimum Single-Family Diversion Level
- Minimum Commercial Diversion Level
- Commercial or Single-Family Missed Pick-Up Collection Events
- Average Speed of Answer
- Ninety (90) Second Maximum Hold Time

Table 1 provides a summary of the incentives and disincentives, which is described in detail in Sections 2 through 5 of this Attachment. Section 6 of this Attachment describes the incentive and disincentive payment procedures.

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ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Summary of Incentives/Disincentives

TABLE 1			
Performance Incentive and Disincentive	Disincentive Payment Threshold	Incentive Payment Threshold	Performance Incentive/Disincentive Payment Amount
Annual Diversion Level			
Overall Diversion Level	Not applicable	Level > Average level for the prior five (5) Rate Years as further described in Section 2 of this Attachment	Incentive payment = \$70.00 per Ton
Minimum Single-Family Diversion Level	Level < Average level for the prior five (5) Rate Years as further described in Section 2 of this Attachment	Not applicable	Disincentive payment = \$70.00 per Ton
Minimum Commercial Diversion Level	Level < Average level for the prior five (5) Rate Years as further described in Section 2 of this Attachment	Not applicable	Disincentive payment = \$70.00 per Ton
Commercial or Single-Family Missed Pick-Up Collection Events	Actual > 0	Not applicable	Disincentive payment = \$50.00 per Missed Pick-Up Collection Event
Average Speed of Answer	Actual > 30 seconds	Actual < 15 seconds	Incentive or disincentive payment = \$500 per second above or below the threshold
Ninety (90) Second Maximum Hold Time	Actual < 100% of all calls received are answered in ninety (90) seconds or less	Not applicable	Disincentive payment = \$5.00 per number of calls exceeding the threshold

2. DIVERSION LEVELS

Definition of Calculated Diversion Level

The Single-Family, Commercial, and Overall Diversion Levels achieved shall be calculated based on the methodology shown in the following example:

TABLE 2

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Service Sector	Material Type	Annual Tons Collected	Calculated Diversion Level
Single-Family			
	Targeted Recyclable Materials	35,000	
	Other Recyclable Materials	3,000	
	Organic Materials	51,000	
	Total Materials for Diversion	89,000	
	Solid Waste	80,000	
	Total Materials Collected	169,000	
	Calculated Single-Family Diversion Level		52.7%
Multi-Family			
	Targeted Recyclable Materials	8,000	
	Other Recyclable Materials	1,000	
	Organic Materials	6,000	
	Plant Materials	1,000	
	Total Materials for Diversion	16,000	
	Solid Waste	30,000	
	Total Materials Collected	46,000	
	Calculated Diversion Level		34.8%
Commercial			
	Targeted Recyclable Materials	28,000	
	Other Recyclable Materials	2,000	
	Organic Materials	13,000	
	Plant Materials	5,000	
	Total Materials for Diversion	48,000	
	Solid Waste	147,000	
	Total Materials Collected	195,000	
	Calculated Diversion Level		24.6%
Agency Facilities			
	Targeted Recyclable Materials	2,000	
	Other Recyclable Materials	500	
	Organic Materials	500	
	Plant Materials	200	
	Total Materials for Diversion	3,200	
	Solid Waste	9,000	
	Total Materials Collected	12,200	
	Calculated Diversion Level		26.2%
Commercial (includes Multi-Family, Commercial, and Agency Facilities)			
	Targeted Recyclable Materials	38,000	
	Other Recyclable Materials	3,500	
	Organic Materials	19,500	
	Plant Materials	6,200	
	Total Materials for Diversion	67,200	
	Solid Waste	185,000	
	Total Materials Collected	253,200	
	Calculated Commercial Diversion Level		26.5%
Overall (includes Single-Family, Multi-Family, Commercial, and Agency Facilities)			
	Targeted Recyclable Materials	73,000	
	Other Recyclable Materials	6,500	
	Organic Materials	70,500	
	Plant Materials	6,200	
	Total Materials for Diversion	156,200	
	Solid Waste	266,000	
	Total Materials Collected	422,200	
	Calculated Overall Diversion Level		37.0%

Exceptional Diversion Level Performance

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Contractor shall receive an incentive payment if the calculated Overall Diversion Level achieved by Contractor in any given Rate Year exceeds the arithmetic average of the calculated Overall Diversion Levels for the five (5) Rate Years prior to the Rate Year under consideration. The incentive payment for Rate Year Eleven (2021) shall equal seventy dollars (\$70.00) per Ton for each Ton over that threshold. In subsequent Rate Years, the per-Ton incentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K.

For example, when assessing the potential for an incentive payment for completed Rate Year Sixteen, the Rate Year Sixteen Overall Diversion Level shall be compared to the average of the calculated Overall Diversion Level for Rate Years Eleven, Twelve, Thirteen, Fourteen, and Fifteen.

Continuing the example, if the calculated Overall Diversion Levels for Rate Years Eleven through Fifteen were 36.5%, 36.7%, 36.8%, 36.9% and 37.1%, respectively, then the arithmetic average over such five (5) Rate Year period would be 36.8%. This is the threshold that Contractor would need to exceed in Rate Year Sixteen to earn an incentive payment.

If in Rate Year Sixteen the Contractor Collected the Tonnages set forth in Table 2 above, then the amount of the performance incentive would be calculated as follows:

Total Tons of material actually Collected:	422,200
Tons of Recyclable Material* required to be Collected to meet threshold:	155,370 (= 422,200 x 0.368)
Tons of Recyclable Material* actually Collected:	156,200
Amount by which Contractor exceeded threshold:	830 (= 156,200 – 155,370)
Incentive payment:	\$58,100 (= 830 x \$70.00)**

* For purposes of this calculation, Recyclable Materials Collected shall include the sum of Targeted Recyclable Materials, Other Recyclable Materials, and Organic Materials Collected, without adjusting for Contamination pursuant to the definition of "Overall Diversion Level" in Attachment A.

** For simplicity purposes, \$70 per Ton has been used in this calculation; however, it is the amount for Rate Year Eleven (2021). The amount for Rate Year Sixteen would equal \$70 per Ton adjusted annually by the Annual Index Change in the CPI-U.

Minimum Diversion Level Requirements

Minimum Single-Family Diversion Level

Contractor shall be assessed a Disincentive Payment if the calculated Single-Family Diversion Level in any given Rate Year is less than the arithmetic average of the calculated Single-Family Diversion Levels for the five (5) Rate Years prior to the Rate Year under consideration. The disincentive payment for Rate Year Eleven (2021) shall equal seventy dollars (\$70.00) per Ton for each Ton under that arithmetic average). In subsequent Rate Years, the per-Ton incentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K.

Minimum Commercial Diversion Level

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Contractor shall be assessed a Disincentive Payment if the calculated Commercial Diversion Level in any given Rate Year is less than the arithmetic average of the calculated Commercial Diversion Levels for the five (5) Rate Years prior to the Rate Year under consideration. The disincentive payment for Rate Year Eleven (2021) shall equal seventy dollars (\$70.00) per Ton for each Ton under that arithmetic average. In subsequent Rate Years, the per-Ton incentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K.

3. COMMERCIAL OR SINGLE-FAMILY MISSED PICK-UP COLLECTION EVENTS

Contractor shall be assessed a disincentive payment for the actual number of Commercial or Single-Family Missed Pick-Up Collection Events for Agency that occur during each month. The disincentive payment for Rate Year Eleven (2021) shall equal fifty dollars (\$50.00) per Commercial or Single-Family Missed Pick-Up Collection Event. In subsequent Rate Years, the disincentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K. Disincentive payments for Missed Pick-Up Collection Events will be based on the following example:

Actual number of Commercial or Single-Family Missed Pick-Up Collection Events = 87

Allowable threshold of Commercial or Single-Family Missed Pick-Up Collection Events = 0

Example disincentive payment calculation: $87 \times \$50 = \$4,350$

4. AVERAGE SPEED OF ANSWER AT CUSTOMER SERVICE CENTER

Exceptionally Fast Average Speed of Answer

Contractor shall receive an incentive payment if the actual Average Speed of Answer is less than fifteen (15) seconds each month. The incentive payment for Rate Year Eleven (2021) shall equal five hundred dollars (\$500.00) per second for each second below the Average Speed of Answer Standard. In subsequent Rate Years, the incentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K. The incentive payment shall be calculated based on the following example:

Actual Average Speed of Answer = 14 seconds

Average Speed of Answer Standard = 15 seconds

Incentive payment is required if the Actual Average < 15 seconds

Example incentive payment calculation: $15 - 14 = 1 \text{ second} \times \$500.00 = \$500.00$

If the actual Average Speed of Answer is equal to or greater than fifteen (15) seconds each month, no incentive payment will be provided.

Maximum Average Speed of Answer

Contractor shall be assessed a disincentive payment if the Average Speed of Answer is greater than or equal to thirty (30) seconds each month. The disincentive payment for Rate Year Eleven (2021) shall equal five hundred dollars (\$500.00) per second for each second greater than or equal to the Average Speed of Answer Standard. In subsequent Rate Years, the disincentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K. If Contractor fails to achieve

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

the maximum Average Speed of Answer, the Agency shall assess a disincentive payment based on the following example:

Actual Average Speed of Answer = 47 seconds

Average Speed of Answer Standard = 30 seconds

Disincentive payment is required if the Actual Average > 30 seconds

Example disincentive payment calculation: $47 - 30 = 17$ seconds \times \$500.00 = \$8,500

If the actual Average Speed of Answer is equal to or greater than fifteen (15) seconds and less than thirty (30) seconds each month, neither incentives or disincentives shall be applied.

5. NINETY SECOND (90) MAXIMUM HOLD TIME

The maximum Hold Time shall be ninety (90) seconds. A disincentive payment shall apply if the percentage of calls exceeding this ninety (90) second threshold in a given quarter exceeds five percent (5%) of the calls received in that quarter. Quarters shall be calendar quarters (e.g., the first quarter of the Rate Year includes January, February, and March). The disincentive payment for Rate Year Eleven (2021) shall equal five dollars (\$5.00) per call above the ninety (90) second Hold Time in a given quarter that exceeds five percent (5%) of the calls received in that quarter. In subsequent Rate Years, the disincentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K. If Contractor fails to achieve this performance standard, the Agency shall assess a disincentive payment based on the following example:

Total number of calls received in quarter = 19,380

5% of total number of calls received in quarter = $19,380 \times 0.05 = 969$

Actual number of calls in quarter exceeding 90 second Hold Time = 1,281

Number of calls exceeding 90 second Hold Time in excess of 5% threshold = $1,281 - 969 = 312$

Example disincentive payment calculation: $312 \times \$5.00 = \$1,560$

6. INCENTIVE/DISINCENTIVE PAYMENT PROCEDURES

A. **Record Keeping.** In accordance with Article 9, records shall be maintained by Contractor for Agency in a manner that adequately demonstrates and documents Contractor's performance in accordance with this Agreement. The records shall be sufficient for Agency and SBWMA to determine Contractor's compliance with the specified performance standards.

B. **Determination of Achievement of Performance Standards.** In accordance with the requirements of Sections 9.06, 9.07, and 11.07.E, Contractor shall provide with its quarterly and annual reports, a report that identifies compliance with the performance standards listed in this Attachment and calculation of the performance incentive payments and disincentive assessments due.

Performance incentives and disincentives for Overall Diversion Level, minimum Single-Family Diversion Level, minimum Commercial Diversion Level, Average Speed of Answer, and ninety (90) second maximum Hold Time shall be calculated in aggregate for the SBWMA Service Area and Agency's share shall be proportional

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

based on the Tons of Solid Waste Collected in the previous Rate Year by Contractor. Performance disincentives for Single-Family Missed Pick-Up Collection Events shall be calculated separately for each Agency.

The incentives and disincentives that will be calculated monthly include:

- Commercial or Single-Family Missed Pick-Up Collection Events
- Average Speed of Answer
- Ninety (90) Second Maximum Hold Time

The incentives and disincentives that will be calculated annually include:

- Overall Diversion Level
- Minimum Single Family Diversion
- Minimum Commercial Diversion Level

C. **Amount.** The incentive and disincentive payment amounts shall be determined in accordance with the formulas presented in Sections 2 through 5 of this Attachment I. Notwithstanding any other provision of this Agreement, except for Commercial or Single-Family Missed Pick-Up Collection Events, on an annual basis, the maximum disincentive payments by Contractor shall not exceed one hundred thousand dollars (\$100,000) in total for all Member Agencies, and the maximum incentive payments to Contractor shall not exceed one hundred thousand dollars (\$100,000) in total for all Member Agencies.

D. **Timing of Payment.** Payments related to performance incentives and disincentives that are calculated monthly and annually are to be included in Contractor's annual Application for adjustment to Contractor's Compensation. Contractor's Compensation for the next Rate Year will be increased or decreased by the net amount of performance incentive payments and disincentive assessments calculated. If performance incentive or disincentives payments are due for performance in the last two (2) Rate Years, the amount shall not be reflected in an adjustment to Contractor's Compensation. Instead, payments shall be made directly by the Agency to the Contractor for incentive payments or directly by the Contractor to the Agency for disincentive payments. Such payments shall be made within thirty (30) days of the determination of the amount due. The SBWMA will review Contractor's calculations of incentives and disincentive payments and underlying data for accuracy, will confer with Member Agencies to confirm data as to each Member Agency, and will meet with Contractor to resolve any errors or inconsistencies.

E. **Disputes by Contractor.** Contractor may, within ten (10) calendar days after receiving the Agency's or SBWMA's written notice containing Agency's or SBWMA's revised determination of incentive and disincentive payments, provide written notice to Agency and SBWMA of any disagreement with Agency's or SBWMA's determination. Contractor may present evidence in writing to support its position. Agency and SBWMA shall review Contractor's submission and within ten (10) calendar days shall schedule a meeting with Contractor to discuss Contractor's concerns. The decision of Agency or SBWMA shall be final.

Attachment J Liquidated Damages

The following table lists the events that constitute breaches of the Agreement's standard of performance warranting the imposition of Liquidated Damages; the acceptable performance level; the definition of the Complaint, incident, or event; the method by which occurrences will principally be tracked (by Contractor or Agency), and the amount of Liquidated Damages for failure to meet the contractually-required standard of performance.

Contractor is required to maintain records of Customer Complaints which show for each Complaint: date and time received; name, address and telephone number of caller; nature of Complaint (e.g., missed pick-up, excessive noise, property damage, etc.); name of employee receiving Complaint; action taken by Contractor to respond to Complaint; and date Complaint was resolved.

Contractor shall submit to Agency with its quarterly report a Liquidated Damages report which summarizes the number of Complaints in each category and computes the amount (if any) of Liquidated Damages accrued by month during the preceding quarter. If Agency requests, Contractor shall also provide a printout of the full records for the quarter.

The Liquidated Damage amounts specified in this Attachment are effective for Rate Year Eleven (2021). In subsequent Rate Years, the Liquidated Damage amounts shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K.

{Remainder of page intentionally blank}

TABLE 1

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
	COLLECTION QUALITY				
1.	Collection Quality Complaint (includes Solid Waste, Recyclable Materials and Organic Materials Collection service)	Number of "Collection quality Complaints" is less than or equal to thirty (30) per month for each of the following three categories (i.e., A, B and C) for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.	"Collection quality Complaints" shall include all Complaints received regarding events described under Items 1A through 1C herein.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded for each category (Items 1A through 1C) for the Agency	\$150 per Complaint received above the acceptable performance level
	A. Unauthorized Collection Hours (includes: Solid Waste, Recyclable Materials and Organic Materials Collection service)	See above	Each Complaint that Contractor has performed Collection services outside of hours authorized in Section 8.01.A.	See above	See above
	B. Inadequate Care of or Damage to Private Property	See above	Each Complaint that Contractor has not closed a Customer's gate, has crossed planted areas, or has damaged private property (including damage of private vehicles) pursuant to Section 8.02.H.	See above	See above

TABLE 1					
	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
	C. Failure to Resolve Property Damage Claims	See above	Each Complaint of Contractor's failure to resolve claims of damage to property within thirty (30) calendar days of the date the Complaint of damage was reported pursuant to Section 8.02.H.	See above	See above
2.	Failure to Provide New Service or Initiate Change in Service	Number of "Failures to Provide New Service or Initiate Change in Service" is less than or equal to sixty (60) each month for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.	Each Complaint of Contractor's failure to provide new service or change an existing service level within five (5) Business Days of receiving the request pursuant to Section 8.02.C.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$100 per Complaint received above the acceptable performance level
3.	Improper Container Placement Complaints	The number of "Improper Container Placement Complaints" shall be less than or equal to 500 per month for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.	Each Complaint of Contractor's failure to return empty Containers to original location (or alternate location if original location was not safe with regard to pedestrian and vehicular traffic), and each Complaint of failure to place Containers in an upright position with lids closed pursuant to Section 8.02.B.1, provided that Contractor shall not be responsible for placement of Containers that are moved due to wind, rain or other inclement weather conditions, third parties or other factors outside Contractor's reasonable control.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$50 per Complaint above the acceptable performance level

TABLE 1					
	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
4.	Failure to Effectively Distribute Non-Collection Notices	The number of non-collection notices that Contractor distributes is at least 50% of all Container set-outs that require a non-collection notice based on the presence of contamination.	An event is a Container set-out that contains contamination but was not provided a non-collection notice.	Contractor shall provide a report on a monthly basis that contains information on Contractor's use of non-collection notices.	\$25 per event
5.	Excessive Noise Complaints	The number of "excessive noise Complaints" shall be less than or equal to sixty (60) per month for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.	Each Complaint of excessive noise reportedly related to Contractor's Collection operations pursuant to Section 8.02.J.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$50 per Complaint above the acceptable performance level
6.	Unacceptable Employee Behavior	No incidents or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each Complaint of reportedly discourteous, rude, or inappropriate behavior by Collection vehicle personnel, Customer service personnel, or other employees of Contractor pursuant to Section 8.06.J.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$250 per Complaint

TABLE 1					
	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
7.	A. Complaints of Spills of Discarded Materials	The number of "Complaints of spills of Discarded Materials" shall be less than or equal to one-hundred and twenty (120) per month for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.	Each Complaint of litter, or spills of Solid Waste, Recyclable Materials, or Organic Materials near Containers or on public streets and Contractor's failure to pick up or clean up such material immediately pursuant to Section 8.02.1.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$50 per Complaint above the acceptable performance level
	B. Complaints of Failure to Clean Up Spills of Discarded Materials	See above	Each Complaint of Contractor failing to clean up Solid Waste, Recyclable Materials, or Organic Materials that were littered on public property pursuant to Section 8.02.1.	See above	See above
8.	Spills of Vehicle Fluids	No incidents or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each Complaint of unreasonable leaks or spills of hydraulic fluids, fuel, motor oil, and other motor vehicle fluids and liquids from the Collection vehicle on public streets pursuant to Section 8.02.1.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$500 per Complaint

TABLE 1

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
9.	Untimely Scheduling of Bulky Item Collections	No incidents or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each failure to schedule and perform a Bulky Item Collection within ten (10) Business Days of Customer's request subject to exceptions described in Section 5.05.H of the Agreement.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency; and, shall document all Bulky Item Collections including date of Customer's request and actual date of service, and, upon request shall provide reports for the Agency's review.	\$100 per incident

TABLE 1

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
10.	Abandoned Waste	No incidents or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each failure to Collect abandoned waste within one (1) Business Day after notice provided in accordance with Section 5.09.A, unless such failure resulted from the volume of requests exceeding the maximum of thirty (30) scheduled events per day set forth in Section 5.09.A..	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency; and, shall document all Abandoned Waste Collections including date of notice and actual date of service, and, upon request shall provide reports for the Agency's review.	\$100 per incident
	Customer Service Quality				
1.	Untimely Resolution of Complaints and Inquiries	No failures or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each failure to resolve or remedy a Complaint or Inquiry within ten (10) Business Days of receipt of Complaint or Inquiry pursuant to Section 7.02.D, with the exception of missed pick-ups which are addressed in Attachment I or other service related events that have Liquidated Damages associated with them.	Contractor shall document all Complaints and Inquiries including the date of response pursuant to Section 7.02.D, and, upon request, shall provide detailed reports for the Agency's review.	\$100 per incident

TABLE 1

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
	Reporting				
1.	Late Submittal of Reports, Application, Proposal, or Other Submittals	Report, application or proposal shall be submitted on the date or in accordance with the timeframe specified in this Agreement.	For each day Contractor fails to submit: (i) reports in the timeframe specified in Article 9, (ii) Application for determination of Contractor's Compensation in the timeframe specified in Article 11; (iii) proposal requested by Agency for change in service in the timeframe specified in Article 9; and (iv) other submittals required by this Agreement in the timeframe specified in this Agreement.	Contractor's submittal dates shall be recorded and compared to the submittal requirements of the Agreement	\$250 per day for each day report is overdue
2.	Submittal of Inaccurate Report, Application, Proposal, or Other Submittals and Correspondence	Report, application, proposal or correspondence submitted does not contain inaccurate, misleading or erroneous data and information.	For each day Contractor fails to submit corrections or restatements rectifying the inaccurate, misleading or erroneous data and information contained in reports, applications, proposals or correspondence submitted to Agency or SBWMA commencing with the third (3 rd) Business Day after receiving notification from Agency or SBWMA of Contractor having submitted inaccurate, misleading or erroneous data and information.	The data and information contained in Contractor's submittal shall be recorded and verified for accuracy by Agency or SBWMA.	\$250 per day for each day inaccurate or erroneous information is not corrected by Contractor commencing with the third (3 rd) Business Day after receiving notification from Agency or SBWMA of Contractor having submitted inaccurate, misleading or erroneous data and information

TABLE 1

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
3.	Failure to Perform and Report on Billing Review	Reports on billing reviews are submitted on time.	Failure to conduct Billing reviews and report on the findings of the review pursuant to Section 7.01.F.	Contractor's submittal dates shall be recorded and compared to the submittal requirements of the Agreement	\$250 per day for each day report is overdue
Other					
1.	Disposal of Diversion Program Materials	Contractor does not Dispose of Recyclable Materials or Organic Materials Collected.	For each Ton of Recyclable Materials or Organic Materials Disposed of without written approval of the Agency pursuant to Section 8.02.D.	Alleged incidents shall be investigated by Agency	\$175 per Ton Disposed for Recyclables \$100 per Ton Disposed for Organics
2.	Use of Unauthorized Facilities	Each Ton of material shall be delivered to the Designated Transfer and Processing Site.	For each Ton of Solid Waste, Recyclable Materials or Organic Materials that is not delivered to the Designated Transfer and Processing Facility pursuant to Section 6.01.	Alleged incidents shall be investigated by Agency	\$175 per Ton Delivered to unauthorized facility for Recyclables \$100 per Ton Delivered to unauthorized facility for Organics and Solid Waste

Table 2: Monthly Allowances for Each Member Agency for Select Collection Quality Standards

Member Agency	Monthly Percentage Threshold*	Collection Quality Performance Standard Number				
		1A, 1B, 1C	2	3	5	7.A
Atherton	2.48%	1	1	12	1	3
Belmont	7.15%	2	4	36	4	9
Burlingame	7.01%	2	4	35	4	8
Hillsborough	3.89%	1	2	19	2	5
EPA	4.44%	1	3	22	3	5
Foster City	7.15%	2	4	36	4	9
Menlo Park	8.35%	3	5	42	5	10
Redwood City	18.41%	5	12	92	12	22
San Carlos	9.08%	3	5	45	5	11
San Mateo	21.61%	6	14	108	14	26
North Fair Oaks (CSA-8)	2.77%	1	2	14	2	3
WBSD	2.34%	1	1	12	1	3
Unincorporated County	5.32%	2	3	27	3	6
Total Acceptable Performance Level	100.00%	30	60	500	60	120

* Monthly percentage threshold was calculated based on total monthly SFD Service Opportunities as of March 2017.

Attachment K
Contractor's Compensation
and
Rate Setting Process

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**ATTACHMENT K
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1. Introduction

As provided in Article 11 of the Agreement, Member Agencies expect the SBWMA, of which they are all members, to provide substantial assistance in administering the annual review of Contractor's Compensation and the integration of that review with Member Agencies' adjustment of Rates and Charges billed to Customers for Contractor's services.

This Attachment describes the process for adjusting Contractor's Compensation, Rates, and Charges for Rate Year Eleven (2021) and each year thereafter. Note that Contractor's Compensation and Rate setting process for Rate Years One (2010) through Ten (2020) is described in the 2009 Franchise Agreement, as amended by Section 11.02.F of the Agreement.

This Attachment presents definitions of terms specifically related to this Attachment (Section 2); describes Contractor's accountability regarding Contractor's Compensation assumptions (Section 3); the procedures by which specific elements of Contractor's Compensation will be adjusted annually (Section 4); the procedure by which Agency may elect to stabilize Rates by carrying forward a portion of Contractor's Compensation (Section 5); the format and content of Contractor's annual Application for adjustments in Contractor's Compensation (Section 5); the actions to be taken by SBWMA in reviewing that Application (Section 6); allocating Contractor's Compensation among Member Agencies (Section 7); an explanation of Pass-Through Costs (Section 8); reconciling the revenue earned by Contractor each Rate Year with the approved Contractor's Compensation for that Rate Year (Section 9); preparing and reviewing reports to Member Agencies with recommendations for adjustments in each Member Agency's Rates (Section 10); a discussion of Performance Incentives and Disincentives (Section 11); and the role of each Member Agency in establishing Rates and the Rate structure (Section 12).

SBWMA and Contractor may agree to modifications in the procedures and schedules in this Attachment in order to adapt them to changed circumstances or to improve their efficiency and timeliness. Before implementing any such modifications, SBWMA will provide at least thirty (30) Days prior written notice to all Member Agencies. The notice will include an explanation of the reason(s) for the proposed modification(s) and the section(s) of this Attachment that would be affected by the proposed modification(s).

2. Definitions

The following terms are defined for the purposes of this Attachment K. Other terms that are capitalized that are not otherwise defined in this Attachment or in Attachment A of the Agreement are defined by reference to the line items as they appear in projected 2021 Contractor's Compensation in Attachment N.

- A. "Annual Index Change" means the average CPI value for the 12-month period ending April of the then-current Rate Year minus the average CPI value for 12-month period ending April of the most-recently-completed Rate Year, divided by the average CPI value for the 12-month period ending April of the most-recently completed Rate Year. The Annual Index Change shall be rounded to the nearest thousandth. The Annual Index Change may be a positive or negative value, which results in increases or decreases when costs are adjusted pursuant to Section 4.

For example, if the Contractor is preparing its Application for Contractor's Compensation to be effective for Rate Year Twelve (2022), the Annual Index Change for CPI-U shall be calculated as

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follows: [(Average CPI-U for May 2020 through April 2021) – (Average CPI-U for May 2019 through April 2020)] / (Average CPI-U for May 2019 through April 2020).

- B. **"CPI-U"** means the All Urban Consumers Index (CPI-U) compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters.

CPI-U Parameters:

Area – San Francisco-Oakland-San Jose Metropolitan Area
Item – All Items
Base Period – Current 1982-84=100
Not seasonally adjusted
Periodicity – Bi-monthly
Series ID – CUURA422SA0

- C. **"CPI-U-Motor Fuel"** is the index that shall be used to adjust diesel fuel costs and means All Urban Consumers Index for Motor Fuel compiled and published by the U. S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters:

CPI-U-Motor Fuel Parameters:

Area – San Francisco-Oakland-San Jose Metropolitan Area
Item – Motor Fuel
Base Period – Current 1982-84=100
Not seasonally adjusted
Periodicity – Monthly
Series ID – CUURA422SETB

- D. **"CPI-W-Wages"** means the Consumer Price Index, Urban Wage Earners and Clerical Workers compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters.

CPI-W Parameters:

Area – San Francisco-Oakland-San Jose Metropolitan Area
Item – All Items
Base Period – Current 1982-84=100
Not seasonally adjusted
Periodicity – Bi-monthly
Series ID – CWURA422SA0

- E. **"CPI-W-Medical"** means the Consumer Price Index, Urban Wage Earners and Clerical Workers, Medical Care, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters.

CPI-W-Medical Parameters:

Area – San Francisco-Oakland-San Jose Metropolitan Area
Item – Medical Care
Base Period – Current 1982-84=100
Not seasonally adjusted

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Periodicity – Bi-monthly
Series ID – CWURA422SAM

- F. **"Compensation Adjustment Factor"** means the amount of change in the Contractor's Compensation for the then-current Rate Year compared to the coming Rate Year.
- G. **"Potential Cap Carry Forward"** means the amount of Member Agency's share of Contractor's Compensation for the coming Rate Year that Member Agency may elect to defer (carry forward) to the subsequent Rate Year, which is calculated as provided in Section 5.
- H. **"Cap Carry Forward"** means the amount that Member Agency actually elects to defer (carry forward) from the coming Rate Year to the subsequent Rate Year pursuant to Section 5, which shall be included in Member Agency's share of Contractor's Compensation as an adjustment for such subsequent Rate Year.
- I. **"Direct Cost"** means those costs directly attributable to the provision of Collection services including, but not limited to, costs for Collection vehicle personnel and related benefits, payroll taxes, and workers compensation insurance; Collection vehicle fuel; and other direct costs.
- J. **"Indirect Cost"** means those costs not directly attributable to provision of Collection service, which costs are aggregated into an overhead cost pool(s). Indirect costs include, but are not limited to, costs for general and administrative, general operations, vehicle maintenance, and container maintenance costs.

3. Contractor Accountability for Proposal Assumptions

The method of adjusting Contractor's Compensation holds Contractor accountable for several projections and assumptions on which its projected 2021 costs were based, and which are incorporated into the baseline costs shown on Attachment N, including: proposed technology, route productivity, Single-Family Container placement assumptions, and Customer recycling/organics participation rates, as follows:

- **Proposed Technology** – No additional adjustments shall be made to Contractor's Compensation if the technology proposed by Contractor does not achieve the intended results or productivity. (If a Change in Law requires consideration of new or alternative technology or if the Parties mutually agree to consider a change in technology, cost impacts related to the change in technology will be addressed under the applicable provisions of the Agreement).
- **Route Productivity** – The assumptions regarding route productivity directly impact costs related to labor, route hours, vehicles, fuel use, and vehicle maintenance. No adjustments to Contractor's Compensation will be made for differences between route productivity levels assumed in Attachment N and actual route productivity.
- **Customer Recycling and Organic Program Participation Levels** – Contractor's estimate of the number of Single-Family Dwelling, Multi-Family, and Commercial Customers that will be provided Targeted Recyclable Materials and Organic Materials Collection Service is incorporated into the baseline costs shown on Attachment N. No adjustments to Contractor's Compensation will be made for differences between estimated and actual participation levels

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with the exception of adjustments for changes in service level pursuant to Section 4 of this Attachment.

4. Adjustments to Contractor's Compensation

The annual process for adjusting Contractor's Compensation is summarized in Table 1. Column One of the table describes the adjustment of Contractor's projected 2021 costs shown on Attachment N to establish Rate Year Eleven (2021) Contractor's Compensation; Column Two describes annual adjustments to determine Contractor's Compensation for Rate Year Twelve (2022) and each year thereafter. When determining the Contractor's Compensation for the coming Rate Year, separate cost adjustment calculations shall be performed for the following Service Sectors and Lines of Business, which shall encompass all portions of Contractor's Compensation:

- Single-family Solid Waste
- Single-family Targeted Recyclable Materials (including Household Batteries, Cell Phones, Used Motor Oil, and Used Motor Oil Filters)
- Single-family Organic Materials including Holiday Trees
- Single-family Bulky Item Materials (two On-Call Bulky Collection events)
- Multi-Family and Commercial Cart and Bin Solid Waste
- Multi-Family and Commercial Cart and Bin Targeted Recyclable Materials
- Multi-Family and Commercial Cart and Bin Organic Materials including Holiday Trees
- Multi-Family and Commercial Drop Box
- Multi-Family Bulky Item Materials (two On-Call Bulky Collection events)
- Agency Facilities Cart and Bin Solid Waste
- Agency Facilities Cart and Bin Targeted Recyclable Materials
- Agency Facilities Cart and Bin Organic Materials
- Agency Facilities Drop Box
- Agency Facilities Venues and Events

The total Contractor's Compensation shall equal the sum of Contractor's Compensation for each of the above Lines of Business. For purposes of Attachment K, "Multi-Family and Commercial" shall be considered one Service Sector.

Table 1 describes the process for adjusting costs for service level changes (in addition to other adjustments to costs). The Parties agree that service level changes shall not be made for Contractor's Compensation for Single-family and Multi-Family Bulky Item Materials (two On-Call Bulky Collection events) as long as Contractor is subject to the average daily limit of one hundred fifty (150) Bulky Item Collection service events, as set forth in Section 5.05.H of the Agreement.

All other adjustments described in Table 1 shall be applicable to the above Service Sectors and Lines of Business. Adjustments for changes in service levels for the above Service Sectors and Lines of Business may also occur in accordance with Section 15.12 of the Agreement.

If Contractor's Compensation is adjusted under the 2009 Franchise Agreement after Rate Year Six (2016) but before Rate Year Eleven (2021) due to a Change in Law or Customer migration under Sections 11.05.A.3 or 11.05.A.4 of the 2009 Franchise Agreement, or an Agency-directed change under Section 15.12 of the 2009 Franchise Agreement, then Contractor's Compensation for Rate Year Eleven (2021) shall be equitably adjusted to give effect to the change.

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5. Possible Carry Forward of Annual Compensation Adjustments Above 5%

If Agency's share of Contractor's Compensation for the coming Rate Year (expressed in dollars) exceeds Agency's share of Contractor's Compensation for the current Rate Year (expressed in dollars) by more than five percent (5%), calculated as provided below, then Agency may elect to defer (carry forward) the excess to the subsequent Rate Year in accordance with this Section. The purpose of the carry forward mechanism is to smooth Rate adjustments, not to reduce the amount of compensation to which Contractor is entitled.

Agency's deferral right shall apply only to increases in Contractor's Compensation resulting from application of the methodology set forth in this Attachment K, excluding any Agency-specific costs. The following cost items shall not be subject to deferral or included in deferral calculations:

- Any costs listed in Table 1 under the line items "Contract Changes to Specific Agencies" or "Incentives/Disincentives Payments";
- Cost increases under other Sections of the Agreement including, but not limited to, those resulting from Agency-directed changes (Section 15.12) or Changes in Law (Section 11.05); and,
- Increases in costs that are not part of Contractor's Compensation including, but not limited to, Franchise Fees or other Agency fees, or processing and Disposal fees paid by Contractor to SBWMA.

Agency's share of Contractor's Compensation for a given Rate Year (expressed in dollars), adjusted as necessary to comply with the foregoing requirements, shall be referred to herein as "Adjusted Contractor's Compensation." Adjusted Contractor's Compensation for a given Rate Year includes any Cap Carry Forward from the previous Rate Year.

In each of its Applications to establish Rates for Rate Years Twelve (2022) onward, Contractor shall include its calculation of: (A) Adjusted Contractor's Compensation for the coming Rate Year, (B) Adjusted Contractor's Compensation for the current Rate Year, (C) the difference between the two (calculation: $C = A - B$), and (D) the amount, if any, by which such difference exceeds five percent (5%) of Adjusted Contractor's Compensation for the current Rate Year (calculation: $D = C - (B \times 0.05)$) (the "Potential Cap Carry Forward"). If the calculation of the Potential Cap Carry Forward results in a negative value, the Potential Cap Carry Forward shall equal zero.

SBWMA shall confirm or correct Contractor's calculations and include such amounts, for each Member Agency, in its reports on Contractor's Application.

Agency may elect to carry forward any amount provided that the amount is less than or equal to the Potential Cap Carry Forward. If Agency elects to defer some or all of the Potential Cap Carry Forward, then:

1. Contractor's Compensation for the coming Rate Year shall be deemed reduced by such amount, for purposes of Agency's obligation to adjust Rates under Section 13 below; and,
2. Contractor's Compensation for the subsequent Rate Year shall be increased by such amount (which shall be the "Cap Carry Forward") in the Contractor's Compensation and Rate setting process for such subsequent Rate Year).

Agency may not defer any amounts in the final Rate Year of the Term. All Contractor's Compensation due to Contractor that was carried forward and not previously compensated to Contractor shall be reflected in the Contractor's Compensation for the final Rate Year of the Term, so that no Cap Carry Forward is calculated or applied for recovery beyond the final Rate Year of the Term. For purposes of

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this Attachment K, the final Rate Year of the Term means Rate Year Twenty-Five (2035), or, if the Term is extended under Section 3.03.A of the Agreement, the last Rate Year of the mutually agreed Term. If the Term is extended for up to twelve (12) months under Section 3.03.B of the Agreement, no amounts may be deferred from or to that extension period.

If the amount of the Potential Cap Carry Forward is greater than ten percent (10%) of Adjusted Contractor's Compensation for the current Rate Year, the Parties shall meet and confer to discuss the Agency's plan to reduce the amount of the Cap Carry Forward with the goal of eliminating the Cap Carry Forward in the coming Rate Years.

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Table 1: Contractor's Compensation Adjustment Methodology
(Note: The table below replaces the current Table 1 in its entirety)

Cost	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
ANNUAL COST OF OPERATIONS		
<p>A. Direct Labor-Related Costs for Collection Vehicle Route Personnel Represented Through Collective Bargaining Agreements (CBA).</p>	<ul style="list-style-type: none"> Adjust projected 2021 Direct Labor-Related Costs to reflect service level changes from April 2016 to April 2020 by 100% of the average service level change in accounts, lifts, or pulls as described in the following bullet. The service level adjustment shall be based on the change in the rolling three-year average number of Solid Waste accounts in the SBWMA Service Area and shall be calculated using the following formula: Adjusted 2021 Direct Labor-Related Costs = Projected 2021 Direct Labor-Related Costs per Attachment N x [1 + 75% x (((Sum of number of Solid Waste accounts as of April 2018 + April 2019 + April 2020) - (Sum of number of Solid Waste accounts as of April 2014 + April 2015 + April 2016)) / (Sum of number of Solid Waste accounts as of April 2014 + April 2015 + April 2016))]. For Commercial lines of business, lifts shall be used rather than accounts; and, for Drop Box lines of business, pulls shall be used rather than accounts. Because Contractor is subject to the average daily limit of one hundred fifty (150) Bulky Item Collection service events, as set forth in Section 5.05.H of the Agreement, no service level adjustments shall be applied to the following Service Sectors and Lines of Business: Single-family Bulky Item Materials (two On-Call Bulky Collection events) and Multi-Family Bulky Item Materials (two On-Call Bulky Collection events). 	<p>Step One:</p> <ul style="list-style-type: none"> Direct Wages for CBAs: Annually adjust Wage costs by 100% of the Annual Index Change using the CPI-W-Wages. Benefits for CBAs: Annually adjust Health Benefit costs by 100% of the Annual Index Change using CPI-W-Medical. Payroll taxes: Annually adjust direct labor-related payroll tax expense based on the effective tax rate of 8.1%. The effective tax rate shall be applied to the adjusted direct wages for CBAs to calculate payroll tax expense. When the Federal and/or State employer payroll tax rates or limits are changed, Contractor shall submit to SBWMA a
		<p>new effective payroll tax rate for review and approval (not to be unreasonably withheld). If approved, the new payroll tax rates shall be used to calculate payroll tax expense for the Rate Year affected by the change(s).</p> <ul style="list-style-type: none"> Workers Compensation Insurance: Annually adjust worker's compensation costs by 100% of the Annual Index Change in the CPI-W-Wages. <p>Step Two:</p> <ul style="list-style-type: none"> Annually adjust wages, benefits, payroll taxes, and workers compensation insurance costs to reflect service level changes by adjusting wage and benefit costs by 100% of the average service level change in accounts, lifts, and pulls as described in Table 2.

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Cost	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
<p>B. Direct Fuel Costs for All Contractor Vehicles including Collection Vehicles, Support Vehicles, and Supervisor's Vehicles</p>	<ul style="list-style-type: none"> • Step One: Adjust 2021 projected Direct Fuel costs to reflect the change in the CPI-U-Motor Fuel from April 2016 to April 2020 using the following formula: Adjusted 2021 Direct Fuel cost = Projected 2021 Direct Fuel cost x [1 + (((Average CPI for May 2019 through April 2020) – (Average CPI for May 2015 through October 2016)) / (Average CPI for May 2015 through April 2016))]. • Step Two: Adjust Direct Fuel Cost amount calculated in Step One to reflect service level changes using the method described in Row A above for Rate Year Eleven (2021) Direct-Labor Related Costs. 	<ul style="list-style-type: none"> • Step One: Annually adjust direct fuel costs by 100% of the Annual Index Change for the CPI-U-Motor Fuel. • Step Two: Annually adjust direct fuel costs to reflect service level changes by adjusting costs by 100% of the average service level change in accounts, lifts, and pulls as described in Table 2.
<p>C. Other Direct Costs for Collection Services</p>	<ul style="list-style-type: none"> • Adjust Other Direct Costs to reflect service level changes by using the method described in Row A above for Rate Year Eleven (2021) Direct-Labor Related Costs. 	<ul style="list-style-type: none"> • Step One: Annually adjust Other Direct Costs by 100% of the Annual Index Change using CPI-U. • Step Two: Annually adjust Other Direct Costs to reflect service level changes by adjusting costs by 100% of the average service level change in accounts, lifts, and pulls as described in Table 2.

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<p>D. Depreciation for All Contractor Vehicles including Collection Vehicles, Support Vehicles, and Supervisor's Vehicles</p>	<p>The annual depreciation amount shall equal \$3,056,022, which is the projected amount for 2021 as specified in Attachment N.</p>	<ul style="list-style-type: none"> • A vehicle equipment replacement schedule prepared by the Contractor is included in Attachment N. It shows the timing of anticipated vehicle purchases, estimated vehicle acquisition costs, and estimated annual depreciation and interest expenses for Rate Years Eleven (2021) through Twenty-Five (2035). In preparing this schedule, Contractor estimated vehicle acquisition costs in 2017 dollars and escalated the amounts annually by two percent (2%) as reflected in the equipment replacement schedule. • For Rate Years Twelve (2022) through Sixteen (2026), the annual depreciation amount shall be equal to the projected amount for 2021 specified in Attachment N. • After completion of the new vehicle acquisitions in accordance with the equipment replacement schedule in Attachment N, the vehicle depreciation amount shall be adjusted to reflect actual vehicle acquisition costs in a manner that remaining undepreciated costs shall be <u>depreciated evenly over the remaining Rate Years of the Agreement</u>. The recalculation of the annual vehicle depreciation amount to be effective for Rate Years
		<p>Seventeen (2027) through Twenty-Five (2035) shall be included in the Application submitted in 2026 for Rate Year Seventeen (2027) Contractor's Compensation. The recalculation of vehicle depreciation expense shall be as follows:</p> <ul style="list-style-type: none"> - "Annual Depreciation Cost Difference" = Actual cost of vehicles less projected vehicle costs of \$48,724,246, divided by 9 years. - The annual vehicle depreciation amount specified in Attachment N (\$3,056,022) shall be adjusted by 50% of the Annual Depreciation Cost Difference; however, the adjustment, whether positive or negative, shall not exceed \$350,000. Thus, the annual vehicle depreciation expense shall not be less than \$2,706,022 or greater than \$3,406,022. This adjusted depreciation amount shall be allocated to each Member Agency based on the

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Cost	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
		<p>percentage of projected 2021 total depreciation for all Member Agencies that was allocated to each Member Agency as shown in Attachment N. The allocated depreciation amount shall be included in Contractor's Compensation for Rate Years Seventeen (2027) through Twenty-Five (2035).</p> <ul style="list-style-type: none"> - Contractor shall not be compensated for any additional vehicle depreciation beyond \$3,406,022 per year.
<p>E. Depreciation - Containers</p>	<ul style="list-style-type: none"> • Contractor projected its Container replacement needs and costs and related depreciation for Rate Years Eleven (2021) through Twenty-Five (2035), which are specified in Attachment N for 2021. This amount (\$1,178,150) shall be the fixed annual Container Depreciation Costs for Rate Years Eleven (2021) through Twenty-Five (2035). • These depreciation amounts shall not be adjusted annually unless new Containers are purchased beyond the replacement quantities estimated by Contractor, subject to Agency or SBWMA approval (which shall not to be unreasonably withheld). If additional Containers are purchased, the depreciation expense shall be based on ten (10) year period or other period agreed upon by the Parties. 	<ul style="list-style-type: none"> • Same method as shown for Rate Year Eleven (2021).
<p>F. Allocated Indirect Costs (e.g., General and Administrative, Operations, Vehicle Maintenance, and Container Maintenance costs including all non-route personnel CBA and non-CBA labor) excluding Allocated Depreciation and Interest</p>	<p>The annual Allocated Indirect Costs amount shall equal \$17,429,667, which is the projected amount for Rate Year Eleven (2021) as specified in Attachment N.</p>	<ul style="list-style-type: none"> • Step One: Annually adjust Allocated Indirect Costs by 100% of the Annual Index Change using CPI-U. • Step Two: Annually adjust Allocated Indirect Costs to reflect service level changes by adjusting (increasing or decreasing) costs by 65% of the average service level change in accounts, lifts, and pulls as described in Table 2.

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Cost	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
G. Total Allocated Indirect Depreciation Costs (e.g., depreciation costs related to General and Administrative, Operations, Vehicle Maintenance, and Container Maintenance services)	<ul style="list-style-type: none"> Contractor projected its equipment acquisition needs, costs, and depreciation expense related to indirect services for Rate Years Eleven (2021) through Twenty-Five (2035). The depreciation expenses is the Allocated Indirect Depreciation Cost of \$117,650, which is specified in Attachment N for 2021. 	<ul style="list-style-type: none"> The annual Allocated Indirect Depreciation Costs for Rate Years Twelve (2022) through Twenty-Five (2035) shall be fixed and shall equal the Rate Year Eleven (2021) amount of \$117,650. These depreciation amounts shall not be adjusted during the Term unless new equipment is purchased subject to SBWMA approval (which shall not to be unreasonably withheld). If additional equipment is purchased, the depreciation expense shall be based on ten (10) year period or other period agreed upon by the SBWMA and Contractor.
Total Annual Cost of Operations	<ul style="list-style-type: none"> Calculated as the sum of the cost components adjusted as described above. 	<ul style="list-style-type: none"> Calculated as the sum of the cost components adjusted as described above.
PROFIT		
Profit	<ul style="list-style-type: none"> Calculate Profit using the following formula: $\{(\text{Total Cost of Operations for the coming Rate Period}) / 90.5\% - (\text{Total Cost of Operations for the coming Rate Period})\}$. The operating ratio is fixed for the Term of the Agreement at ninety and one-half percent (90.5%). 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).
CONTRACTOR PASS-THROUGH COSTS		

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Cost	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
A. Regulatory Agency Fees	<ul style="list-style-type: none"> Any non-operating fees (excluding fines, penalties, late fees) paid by Contractor (e.g., to U.S. Department of Transportation, Bay Area Air Quality Management District, Local Enforcement Agency, Bay Area Water Quality Control Board, California Highway Patrol). No regulatory agency fees were applicable when Contractor projected 2021 Contractor's Compensation; therefore, the 2021 amount shown in Attachment N is zero. If new regulatory agency fees become effective during the Term, the amount of the fees included in Contractor's Compensation shall be determined through a special compensation review for change in law pursuant to Section 11.05 of the Agreement. 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).
B. Interest Expense for Containers and All Contractor Vehicles including Collection Vehicles, Support Vehicles, and Supervisor's Vehicles (which are separately identified on the Equipment Replacement Schedule in Attachment N)	<ul style="list-style-type: none"> The annual interest expense shall be equal to the projected interest expense for 2021 specified in Attachment N, which is \$1,145,186. This interest expense for the Contractor vehicles is \$982,006 and for Containers is \$163,180. 	<ul style="list-style-type: none"> For Rate Years Twelve (2022) through Sixteen (2026), the annual Interest Expense for Rate Years Twelve (2022) through Twenty-Five (2035) shall be fixed and shall equal the Rate Year Eleven (2021) amount of \$1,145,186, which includes interest expense for the Contractor vehicles of \$982,006 and for Containers of \$163,180. After completion of the new vehicle acquisitions in accordance with the equipment replacement schedule in Attachment N, the interest amount shall be adjusted to reflect interest expense related to actual vehicle acquisition costs. The recalculation of the annual vehicle interest expense to be effective for Rate Years Seventeen (2027) through Twenty-Five (2035) shall be included in the Application submitted in 2026 for Rate Year Seventeen (2027) Contractor's Compensation.
	<ul style="list-style-type: none"> 	<ul style="list-style-type: none">
C. Contract Changes to Specific Agencies	<p>{Note: This line item is included to address any Agency-specific costs and annual adjustment thereof (e.g., billing, street sweeping, etc.). Agency and Contractor to negotiate relevant compensation adjustment language, if applicable.}</p>	<p>{Note: This line item is included to address any Agency-specific costs and annual adjustment thereof (e.g., billing, street sweeping, etc.). Agency and Contractor to negotiate relevant compensation adjustment language, if applicable.}</p>

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Cost	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
D. Cap Carry Forward The Cap Carry Forward methodology is described in Section 5 above. A hypothetical example of the Cap Carry Forward is provided in Table 3.	<ul style="list-style-type: none"> The Cap Carry Forward shall not be applicable in Rate Year Eleven (2021) 	<ul style="list-style-type: none"> For Rate Year Twelve (2022), the Cap Carry Forward shall equal zero because Adjusted Contractor's Compensation shall not be capped in Rate Year Eleven (2021), and therefore no amount may be carried forward. For Rate Year Thirteen (2023) onward, the Cap Carry Forward shall equal the amount, if any, calculated for the preceding (i.e. then-current) Rate Year and elected by Agency to be carried forward, as provided in Section 5 above.
Total Contractor Pass-Through Costs	<ul style="list-style-type: none"> Calculated as the sum of the Contractor Pass-Through Costs. 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).
CONTRACTOR'S COMPENSATION	<ul style="list-style-type: none"> Calculated as the sum of Total Annual Cost of Operations, Profit, and Contractor's Pass-Through Costs. 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).
OTHER ADJUSTMENTS		
Incentives/Disincentives Payments	<ul style="list-style-type: none"> Amount varies annually based on actuals pursuant to Section 12 of Attachment K. 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).
CONTRACTOR'S COMPENSATION (Adjusted)	<ul style="list-style-type: none"> Calculated as the sum of the Contractor's Compensation and Other Adjustments 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).

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**Table 2: Service Level Adjustment Methodology
for Rate Years Twelve to Twenty-Five (2022 - 2035)**

[Note: The table below replaces the current Table 2 in its entirety]

Accounts (Single-Family Dwelling accounts for Solid Waste Collection)
<ul style="list-style-type: none"> Adjustment shall be based on the annual percent change in the rolling three-year average number of Solid Waste accounts in the SBWMA Service Area, where the annual percent change shall be calculated using the following formula: $\frac{((\text{Average of Solid Waste accounts as of April 30 of the then-current Rate Year and the two most-recently completed Rate Years}) - (\text{Average of Solid Waste accounts as of April 30 of the three most-recently completed Rate Years}))}{(\text{Average of Solid Waste accounts as of April 30 of the three most-recently completed Rate Years})}$. The annual percent change calculated using the above formula is referred to herein as the "average service level change". <p>For example, if the Contractor is preparing its Application in Rate Year Eleven (2021) for Contractor's Compensation to be effective for Rate Year Twelve (2022), the average service level change shall be calculated as follows: $\frac{((\text{Average of Solid Waste accounts as of April 30, 2021} + \text{as of April 30, 2020} + \text{as of April 30, 2019}) - (\text{Average of the Solid Waste accounts as of April 30, 2020} + \text{as of April 30, 2019} + \text{as of April 30, 2018}))}{(\text{Average of the Solid Waste accounts as of April 30, 2020} + \text{as of April 30, 2019} + \text{as of April 30, 2018})}$. The value of the applicable cost item for Rate Year Eleven (2021) would be multiplied by $(1 + \text{the average service level change})$ to determine the value of such cost item for Rate Year Twelve (2022), assuming the cost item is to be adjusted by 100% of the average service level change. If Table 1 states that the cost item is to be adjusted by 65% of the average service level change (as is the case for Allocated Indirect Costs), then the value of the applicable cost item for Rate Year Eleven (2021) would be multiplied by $(1 + (0.65 \times (\text{the average service level change})))$ to determine the value of such cost item for Rate Year Twelve (2022).</p>
Lifts for Carts and Bins (Multi-Family and Commercial, and Agency Facilities Bin and Cart lifts for Solid Waste, Recyclable Materials, and Organic Materials Collection)
<ul style="list-style-type: none"> Same method as described above, but using the average service level change in the number of lifts during a 4 week period in April, rather than the number of accounts as of April 30. Calculations shall be separately performed for Solid Waste, Recyclable Materials, and Organic Materials Collection lifts, separately for Multi-Family and Commercial lifts and Agency Facilities lifts.
Pulls for Drop Boxes (Multi-Family and Commercial, and Agency Facilities Drop Box and Compactor pulls for Solid Waste, Recyclable Materials, and Organic Materials Collection)
<ul style="list-style-type: none"> Same method as described above, but using the average service level change in the number of pulls during the 12 month period ending April 30, rather than the number of accounts as of April 30. Calculations shall be combined for Solid Waste, Recyclable Materials, and Organic Materials Collection pulls, but shall be performed separately for Multi-Family and Commercial pulls and Agency Facilities pulls.

Note: Service level adjustments may be positive or negative values, which shall result in increases or decreases when costs are adjusted pursuant to Section 4.

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Table 3: Example Compensation Cap Methodology

CPI + Growth Percentage for Example City of Example	4.5% 2023	6.2% 2024	8.0% 2025	8.0% 2026	3.5% 2027	2.4% 2028	2.3% 2029
Annual Cost of Operations							
Direct Labor-Related Costs							
Wages for CBAs	1,731,660	1,839,023	1,945,687	2,042,971	2,114,475	2,165,222	2,215,023
Benefits for CBAs	804,714	854,606	904,173	949,382	982,610	1,006,163	1,029,335
Payroll Taxes	144,074	153,097	161,881	169,975	175,924	180,147	184,290
Workers Compensation Insurance	123,375	131,024	138,624	145,555	150,649	154,265	157,813
Total Direct Labor Related-Costs	2,803,823	2,977,750	3,150,365	3,307,883	3,423,659	3,505,826	3,586,460
Direct Fuel Costs	187,237	198,846	210,379	220,898	228,630	234,117	239,501
Other Direct Costs	244,805	259,983	275,062	288,815	298,924	306,098	313,138
Depreciation							
- Collection Vehicles	254,669	254,669	254,669	254,669	254,669	254,669	254,669
- Containers	98,179	98,179	98,179	98,179	98,179	98,179	98,179
Total Depreciation	352,848	352,848	352,848	352,848	352,848	352,848	352,848
Lease (for 1 principal only) for Collection Equipment							
Allocated Indirect Costs							
General and Administrative	997,138	1,058,960	1,120,380	1,176,399	1,217,573	1,246,795	1,275,471
Operations	104,966	111,474	117,940	123,837	128,171	131,247	134,266
Vehicle Maintenance	297,057	315,475	333,772	350,461	362,727	371,433	379,975
Container Maintenance	175,509	186,390	197,201	207,061	214,308	219,451	224,499
Total Allocated Indirect Costs	1,574,670	1,672,299	1,769,293	1,857,757	1,922,779	1,968,926	2,014,211
Total Allocated Indirect Depreciation Costs	9,804	9,804	9,804	9,804	9,804	9,804	9,804
Total Annual Cost of Operations	5,173,187	5,471,441	5,767,750	6,038,005	6,236,643	6,377,618	6,515,963
Profit	543,042	574,359	605,454	633,834	654,675	669,474	683,996
Operating Ratio	90.5%	90.5%	90.5%	90.5%	90.5%	90.5%	90.5%
Total Operating Costs	5,716,229	6,045,791	6,373,205	6,671,829	6,891,318	7,047,092	7,199,959
Contractor Pass-Through Costs							
Interest Expense	95,432	95,432	95,432	95,432	95,432	95,432	95,432
ADD: Prior Year Compensation Cap Reductions	-	-	38,978	100,259	139,796	62,435	-
Contract Changes to Specific Agencies	-	-	-	-	-	-	-
Total Contractor Pass-Through Costs	95,432	95,432	134,411	195,691	235,228	157,867	95,432
BASE CONTRACTOR'S COMPENSATION	5,811,661	6,141,223	6,507,615	6,867,520	7,126,546	7,204,959	7,295,391
CONTRACTOR'S COMPENSATION CAP (5%)	5,861,802	6,102,244	6,407,357	6,727,724	7,064,111	7,417,316	7,565,207
Adjustment for 5% Cap	-	(38,978)	(100,259)	(139,796)	(62,435)	-	-
ADJUSTED CONTRACTOR'S COMPENSATION	5,811,661	6,102,244	6,407,357	6,727,724	7,064,111	7,204,959	7,295,391
% CHANGE IN CONTRACTOR COMPENSATION	4.10%	5.02%	5.02%	5.02%	5.02%	1.99%	1.26%

Note: All amounts presented in \$ per year with the exception of percentages as noted.

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6. Application for Contractor's Compensation Adjustment

Contractor is required to submit an Application for Contractor's Compensation Adjustment (Application) annually by June 15 for determination of Contractor's Compensation for the following Rate Year commencing with its Application for Rate Year Eleven (2021) Contractor's Compensation, which is due June 15, 2020. This Section describes the content of the Application.

A. Reporting of Operational Information

Operational information shall be reported in total as well as disaggregated by each Line of Business, by Service Sector, and by Member Agency. The information shall be submitted on forms provided by Contractor and approved by SBWMA. Operational information to be provided includes, but is not limited to, the following:

- Tonnage Collected by Line of Business;
- Number of accounts by Line of Business and account type (i.e., Container size, Collection frequency, and material type);
- Number of accounts, lifts, and pulls needed to perform the average service level adjustment calculations (described in Section 4);
- Number of Containers in service by Line of Business;
- Set-out rates by Line of Business;
- Number of routes and annual route hours by Line of Business;
- Number and type of vehicles by Line of Business;
- Annual route labor hours by Line of Business; and,
- Roster of all personnel by category including direct, indirect, and general and administrative (G&A).

B. Audited Financial Statements

Financial statements (balance sheet, income and expense statement) for the operations covered by this Agreement for Contractor's immediately preceding fiscal year (October 1 – September 30) shall be submitted with the Application. The financial statements shall be accompanied by a report of an independent Certified Public Accountant licensed by the California Board of Public Accountancy stating that (i) it has audited the financial statements in accordance with auditing standards generally accepted in the United States, and (ii) in its opinion the financial statements present fairly, in all material respects, the financial position of Contractor as of September 30 of the year under review and of the immediately preceding year, and the changes in its financial position for the years then ended in conformity with United States generally accepted accounting principles.

The Certified Public Accountant's report shall also contain a separate statement identifying the amounts of audited revenue and expense that are attributable to the last nine months of the Contractor's fiscal year (January - September 30).

In addition, Contractor shall submit financial statements covering the last three months of the preceding calendar year (October 1 - December 30) and a compiled twelve (12) month statement covering the preceding calendar year. These statements shall be accompanied by

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a report of the independent Certified Public Accountant stating that it has conducted a review of the statements in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants and that contains the elements described in AICPA Professional Standards, section AR 100.

C. Preparation of Management Representation Letter

The Application shall include a management representation letter signed by the President of Contractor, which states that:

- Management accepts responsibility for the accuracy and completeness of the Application;
- The Application is based on the Contractor's Compensation adjustment procedures described in Article 11, this Attachment K (including Tables 1 and 2), and on the forms approved by the SBWMA; and,
- All significant information and supporting documents relevant to the Contractor's Compensation adjustment process are available for review by SBWMA.

D. Calculation of Contractor's Compensation for the Coming Rate Year

The Application shall include a calculation of Contractor's Compensation for the coming Rate Year (i) in total for the SBWMA Service Area, (ii) in total for each Member Agency, and by Service Sector and Lines of Business specified in Section 4 for each Member Agency. The calculations shall show the adjustments to each cost line item and shall be performed in accordance with the methodology described in Section 4 of this Attachment.

For the Application submitted in 2026 for Rate Year Seventeen (2027), Contractor shall include detailed calculations of the vehicle depreciation and interest expense adjustments to be effective for Rate Years Seventeen (2027) through Twenty-Five (2035) that reflect changes for actual vehicle acquisition costs (which were acquired in accordance with the equipment replacement schedule in Attachment N) compared to projected costs presented in Attachment N. In addition to the detailed calculations, Contractor shall provide supporting documentation such as, but not limited to: vehicle specifications, acquisition costs for all vehicles, date vehicles were placed into service, and interest rate.

E. Supporting Documentation

Contractor shall make available to SBWMA and each Member Agency, upon request, supporting documentation and summary reports for all calculations, assumptions, and data used in the calculation of the Contractor's Compensation for the coming Rate Year. Supporting documents and reports requested may include:

- General Ledger
- Revenue and Accounts Receivable Ledgers
- Collective Bargaining Agreements
- Solid Waste Transfer Tickets
- Weight tickets for all C&D Materials, Recyclable Materials, Inert Materials, and Organic Materials
- Customer billing information and service levels

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- Copies of Bureau of Labor Statistics Index Data
- Other information requested by SBWMA

7. SBWMA Review of Application

Agency delegates to SBWMA the authority to conduct the review of the Application. SBWMA will review the Application and supporting documentation to determine that it has been prepared in a manner consistent with the Agreement, including this Attachment. SBWMA may request and Contractor shall provide any missing information necessary to complete the Application. Agency may participate in meetings with SBWMA and Contractor to discuss the Application.

A. Preliminary Review

SBWMA shall determine if the Application is complete and ready for analysis.

1. Completeness and Mathematical Accuracy of Application. SBWMA shall determine if:
 - a. All required forms and financial statements are included;
 - b. All forms are completed correctly and data and indexes tie to correct source; and
 - c. All calculations are mathematically correct.

If the Application is incomplete or contains arithmetic errors, SBWMA will notify Contractor and Contractor will promptly provide missing information and corrected calculations.

2. Verification of Supporting Documents and Schedules. Various documents are to be included in the Application to support the requested adjustment in Contractor's Compensation. Any supporting information SBWMA finds to have been omitted shall be promptly be provided by Contractor.
3. Contractor Notification. SBWMA will notify Contractor when it has determined that the Application is complete.

B. Review of Application

The Contractor's Compensation review process is intended to allow SBWMA to determine whether the Application is consistent with the Agreement and accurately calculates Contractor's Compensation for the coming Rate Year. SBWMA shall take the following steps during its review of the Application.

1. Review of Contractor's Compensation Calculations. SBWMA shall review Contractor's Compensation adjustment calculations to verify that the calculations are performed in accordance with Article 11 and relevant attachments including this Attachment. SBWMA shall notify Contractor of any apparent errors or discrepancies in the calculation of Contractor's Compensation which it identifies.
2. Review of Revenue Projection for Following Year. SBWMA shall review Contractor's projection of Gross Revenue Billed. Any unusual trends will be identified and explanations obtained from the Contractor.
3. Determine Prior Year Revenue Surplus/Shortfall. SBWMA will review the Contractor's Revenue Reconciliation calculations submitted in March in light of audited financial statements.

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8. Allocation of Contractor's Compensation Among Member Agencies

Contractor allocated projected 2021 Contractor's Compensation among the Member Agencies using the methodology described in the 2009 Franchise Agreement (Attachment K, subsection 6.B) and as illustrated in Attachment N. The Contractor's allocation of projected 2021 Contractor's Compensation was based on April-May 2016 operating statistics compiled by Contractor including those from the annual route audit described in Section 7.12, including route labor hours per year, route hours per year, number of accounts, service stops, Bin and Cart lifts, Drop Box pulls, Tonnage, and number of Containers, reported separately for each Member Agency. Route labor hours and route hours included hours related to on and off route time, collection time, and hauling time to deliver materials to the Designated Transfer and Processing Facility. Contractor compiled the operating statistics based on the 2016 annual route audit or best available information.

The Parties agree that the projected 2021 Contractor's Compensation for each Member Agency (which is presented in Attachment N by Service Sector and Lines of Business specified in Section 4) shall be used as the basis for determining each Member Agency's share of adjusted 2021 Contractor's Compensation for Rate Year Eleven (2021), and each Member Agency's share of Contractor's Compensation for all subsequent Rate Years. Cost allocations shall not be adjusted during the Term of the Agreement, with the exception of allocation of adjusted vehicle depreciation and interest costs for Rate Year Seventeen (2027) as described further in Section 4 of this Attachment. Agency's share of Contractor's Compensation shall be adjusted independently from others using the methodology in this Attachment K, adjusting for changes in cost indices and Agency service levels.

99. Pass-Through Costs

Pass-Through Costs are costs which are included in the Revenue Requirement and Gross Revenue Billed on which no profit is paid to Contractor. Pass-Through Costs are divided into two groups:

- 1) Contractor Pass-Through Costs, which consist of regulatory agency fees, interest expense, Member Agency-specific changes to the Agreement, and Cap Carry Forward amounts, as described under the heading "Contractor Pass-Through Costs" in Table 1 above.
- 2) Other Pass-Through Costs, which consist of Member Agency Franchise Fees and other fees which are paid to each Member Agency, and fees paid by Contractor to SBWMA for processing and Disposal (including transfer) of materials delivered by Contractor to the Designated Transfer and Processing Facility.

Other Pass-Through Costs are not part of Contractor's Compensation, but are included in the Revenue Requirement (see Section 13 below). As part of SBWMA's report on Contractor's Application (see Section 11 below), SBWMA shall estimate the total amount of Other Pass-Through Costs and the portion thereof attributable to each Member Agency. Estimated Franchise Fees and other fees are calculated separately for each Member Agency, and therefore do not need to be allocated.

SBWMA will estimate total payments by Contractor to SBWMA for processing and Disposal fees, based on total Tonnages of Solid Waste, Recyclable Materials, and Organic Materials projected to be delivered to the Designated Transfer and Processing Facility for the coming Rate Year. Such fees shall be allocated

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to each Member Agency based on total Tonnages of each type of material projected to be delivered to the Designated Transfer and Processing Facility from each Member Agency.

10. Revenue Reconciliation of Gross Revenue Billed to Approved Contractor's Compensation for Most-Recently Completed Year

Annually, Contractor's Net Revenue Billed for the most-recently completed Rate Year will be reconciled to the Contractor's Compensation approved for the most-recently completed Rate Year. The difference will be added to or subtracted from Contractors' Compensation for the coming Rate Year.

Contractor shall report the Revenue Reconciliation annually by March 31 of each year (in a format to be approved by SBWMA), commencing in 2020 so that it can be included with the Application for Rate Year Eleven (2021) Contractor's Compensation, which is due June 15, 2020. The report shall include the following:

- a. Statement of Gross Revenue Billed for the most-recently completed Rate Year for each Member Agency, by Service Sector and Lines of Business specified in Section 4.
- b. Statement of Other Pass-Through Costs by Member Agency by Service Sectors and Lines of Business specified in Section 4.
- c. Statement of Revenues Billed attributable to additional services defined in Attachment Q by Member Agency with adjustment for Backyard Collection Service pursuant to Section 11.03 of the Agreement.

Subtracting the sum of items b and c from a, yields Net Revenue Billed. [The calculation is: $a - (b + c) =$ Net Revenue Billed.] Net Revenue Billed is compared to the approved Contractor's Compensation and the surplus, or shortfall, is determined. The reconciliation shall be performed separately for each Member Agency, resulting in a surplus or shortfall for each Member Agency.

The amounts described in items a, b and c for the most-recently completed Rate Year must be included in the audited financial statement due by June 15. Any variance between the March 31 data and the final audited data must be explained and the Revenue Reconciliation report revised accordingly. The audited data will be considered in calculating the adjustment to Contractor's Compensation for the following Rate Year.

Payment(s) made by Contractor to SBWMA under Section 6.02 of the Agreement for transportation, Disposal and supplemental processing of Contaminated loads shall not be subtracted from Gross Revenue Billed.

The revenue reconciliation process will not be carried out during the last Rate Year of the Term; however, notwithstanding the foregoing or any other provision of this Agreement, if Agency fails to set Rates in the final Rate Year of the Term so that Contractor is fully reimbursed for all Cap Carry Forwards elected by Agency, as is required by Section 5 and Section 13 of this Attachment K, then a final revenue reconciliation shall be conducted as provided in this paragraph. The process shall follow the above procedure and the procedure for preparation, review and approval of SBWMA staff reports set forth below. If the revenue reconciliation demonstrates that Contractor has been overcompensated for Agency's Cap Carry Forwards through the Rates set by Agency, Contractor shall pay the surplus to Agency. If the revenue reconciliation demonstrates that Contractor has been undercompensated for Agency's Cap Carry Forwards through the Rates set by Agency, Agency shall pay the shortfall to

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

Contractor. The Parties and SBWMA shall use best efforts to finalize the revenue reconciliation process and effect any payments within one (1) year after the end of the Term.

11. Preparation and Review of Reports

SBWMA staff will prepare a report on its review of the Application. The report will contain SBWMA staff findings on each of the following components of the Application.

- Contractor's Annual Costs of Operation
- Contractor's Pass-Through Costs
- Calculated Profit
- Revenue surplus or shortfall for the most-recently completed Rate Year, based on the Revenue Reconciliation described in Section 10
- Other Pass-Through Costs, including Contractor payments to SBWMA for processing and Disposal and to Agency for Franchise Fees and other fees
- Total Revenue Requirement for Contractor for the coming Rate Year
- Recommended overall percentage change in each Member Agency's Rates
- Discussion of issues for consideration by Member Agencies, including unresolved disagreements, if any, that Contractor has with the report's findings and recommendations
- Adjusted Attachment Q Charges for the coming Rate Year

Annually in January of each Rate Year, SBWMA provides a report preparation timeline that is reviewed and approved by the Contractor. In accordance with the timeline (on or about before September 1 of each year), SBWMA staff will provide a draft of its report to Contractor and to each Member Agency for review and shall consider all comments received within ten (10) Business Days after the draft report is released. Agency will be responsible to include in its comments any special or intermittent Agency specific costs that should be included in Contractor's Revenue Requirement for the next year. SBWMA staff will submit the final report to the SBWMA Board of Directors for consideration at a regular or special meeting held at a date specified in the timeline (which may be on or before September 30).

Upon approval by the SBWMA Board, the report will be distributed to each Member Agency, in accordance with the timeline (on or before October 1).

12. Performance Incentives and Disincentives for Contractor's Performance

Contractor performance will be monitored against established and quantifiable standards in the areas of Diversion, Collection Performance, and Customer Service. Incentives have been designed to reward Contractor for outstanding levels of performance with regard to Diversion and Average Hold Time for Customer service calls. Disincentives (in the form of reduced compensation to Contractor) may be assessed for substandard performance related to: diversion level attained (i.e., Single-Family and Commercial sectors), Missed Pick-Up Collection Events, Average Hold Time, and Calls Answered in Ninety (90) Seconds.

The Performance Incentives and Disincentives are detailed in Attachment I. Payment related to Performance Incentives and Disincentives shall be included in Contractor's Application. Contractor's

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

Compensation for the coming Rate Year will be increased or decreased by the net amount of Performance Incentive payments and Disincentive assessments calculated.

13. Rate Setting

Member Agencies shall review their Collection Rates, including Charges on Attachment Q for additional services, annually (or as frequently as they determine necessary) and adjust them in amount and with an effective date sufficient to achieve the Revenue Requirement projected for that year in the SBWMA report. The Revenue Requirement consists of (i) the Agency's share of Contractor's Compensation; (ii) an adjustment to reflect a revenue shortfall or surplus for the most-recently completed Rate Year; (iii) Other Pass-Through Costs including, but not limited to, Franchise Fees and others fees and payments to SBWMA for processing and Disposal; and, (iv) Performance Incentive and Disincentive payments due, if any.

Annually, Agency shall adjust Contractor's Charges specified in Attachment Q for additional services for 100% in the Annual Index Change for the CPI-U.

ATTACHMENT M AGENCY'S FRANCHISE FEES AND OTHER FEES

FRANCHISE FEE

In consideration of the exclusive franchise granted to Contractor by this Agreement, and to reimburse Agency for costs incurred in administering this Agreement, Contractor shall pay to Agency an annual Franchise Fee of two and one-half percent (2.5%) of total Residential Customer's Contractor's Compensation Billed by Contractor and fifteen and one-half percent (15.5%) of total Commercial Customer's Contractor's Compensation.

LITTER ABATEMENT FEE

In consideration of the exclusive franchise granted to Contractor by this Agreement, and to reimburse Agency for costs incurred with litter abatement activities, Contractor shall pay to Agency an annual litter abatement fee of \$185,000 which equates to the amount paid in 2017.

SBWMA COLLECTION AGREEMENT

Attachment N: Form A & B

Contractor's Compensation

CONTRACTOR'S TOTAL COMPENSATION - DETAIL**TOTAL SBWMA**

	Proposed Compensation - 2021	Single Family Dwelling	MFD & Commercial	Member Agency Facilities	Total Service Sectors
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	19,343,478	10,688,629	8,441,352	213,497	19,343,478
Benefits for CBAs	8,989,037	5,094,383	3,794,848	99,806	8,989,037
Payroll Taxes	1,609,377	889,294	702,320	17,763	1,609,377
Workers Compensation Insurance	1,378,158	761,530	601,419	15,210	1,378,158
Total Direct Labor Related-Costs	31,320,051	17,433,836	13,539,939	346,276	31,320,051
Direct Fuel Costs	2,091,532	1,217,685	846,740	27,107	2,091,532
Other Direct Costs	2,894,742	1,621,306	1,222,303	51,133	2,894,742
Depreciation					
- Collection Vehicles	3,056,022	1,784,658	1,163,316	108,048	3,056,022
- Containers	1,178,150	876,951	301,199	-	1,178,150
Total Depreciation	4,234,172	2,661,609	1,464,516	108,048	4,234,172
Allocated Indirect Costs					
General and Administrative	9,456,605	5,487,883	3,718,016	250,706	9,456,605
Operations	1,928,415	1,119,103	758,187	51,125	1,928,415
Vehicle Maintenance	3,685,656	2,138,871	1,449,075	97,711	3,685,656
Container Maintenance	1,358,991	788,653	534,310	36,029	1,358,991
Total Allocated Indirect Costs	16,429,667	9,534,510	6,459,587	435,570	16,429,667
Total Allocated Indirect Depreciation Costs	117,650	68,238	45,884	3,528	117,650
Total Annual Cost of Operations	57,087,814	32,537,183	23,578,969	971,663	57,087,814
Profit	5,992,644	3,415,505	2,475,140	101,998	5,992,644
Operating Ratio	90.5%				
Total Operating Costs	63,080,458	35,952,688	26,054,109	1,073,660	63,080,458
Contractor Pass-Through Costs					
Interest Expense ¹	1,145,186	652,756	469,526	22,904	1,145,186
Total Contractor Pass-Through Costs	1,145,186	652,756	469,526	22,904	1,145,186
BASE CONTRACTOR'S COMPENSATION	64,225,644	36,605,444	26,523,635	1,096,564	64,225,644

¹ Interest expense excludes interest on bin container purchases.

SBWMA COLLECTION AGREEMENT

Attachment N: Form C

TOTAL CONTRACTOR'S COMPENSATION BY MEMBER AGENCY

Proposed Compensation 2021

BASE COLLECTION COSTS	2021 Costs													
	2021 Projected Total	Alhambra	Baldwin	Burlingame	F Palo Alto	Redler City	Waltham	Menlo Park	North Fair Oaks	Redwood City	San Carlos	San Mateo	West Bay	Union City S.M. County
Annual Cost of Operations														
Direct Labor-Related Costs														
Wages for CDAs	\$19,343,678	\$494,698	\$1,236,332	\$1,015,617	\$781,791	\$1,394,835	\$421,398	\$1,158,079	\$911,182	\$1,438,223	\$1,490,010	\$4,341,141	\$323,919	\$724,601
Bonuses for CDAs	\$1,985,057	\$272,423	\$194,394	\$893,674	\$463,359	\$593,670	\$293,343	\$893,507	\$286,606	\$1,468,910	\$782,766	\$1,020,403	\$112,570	\$462,802
Payroll Taxes	\$1,659,377	\$41,142	\$194,343	\$162,491	\$103,028	\$46,516	\$10,791	\$161,248	\$10,830	\$286,669	\$140,611	\$161,216	\$26,594	\$66,504
Workers Compensation Insurance	\$1,178,138	\$33,231	\$83,523	\$139,645	\$153,085	\$82,952	\$44,280	\$138,082	\$43,545	\$248,262	\$120,430	\$305,377	\$25,083	\$10,640
Total Direct Labor-Related Costs	\$21,304,051	\$682,295	\$1,608,222	\$1,341,385	\$1,048,249	\$1,988,434	\$510,812	\$1,351,916	\$992,466	\$1,936,160	\$1,771,154	\$7,096,642	\$389,600	\$1,178,560
Direct Fuel Costs	\$2,091,332	\$38,260	\$132,335	\$194,532	\$48,806	\$126,938	\$73,999	\$221,729	\$63,333	\$369,209	\$190,123	\$431,913	\$17,617	\$61,077
Other Direct Costs	\$1,894,762	\$77,717	\$163,886	\$177,512	\$121,818	\$173,276	\$98,312	\$309,014	\$89,342	\$111,701	\$262,850	\$428,801	\$49,718	\$168,791
Depreciation														
- Collection Vehicles	\$1,058,022	\$87,984	\$193,109	\$286,736	\$127,419	\$188,199	\$110,471	\$332,013	\$12,041	\$103,114	\$280,194	\$652,596	\$16,375	\$119,011
- Containers	\$1,178,130	\$36,671	\$77,699	\$102,515	\$52,670	\$73,805	\$37,642	\$113,607	\$36,500	\$208,708	\$103,707	\$158,681	\$12,872	\$51,890
Total Depreciation	\$4,294,172	124,655	270,808	389,251	180,089	262,004	148,113	445,620	124,207	764,823	383,901	913,617	77,946	170,901
Allocated Indirect Costs														
General and Administrative	\$1,456,603	\$147,773	\$181,440	\$891,820	\$403,870	\$593,520	\$221,124	\$389,512	\$274,518	\$1,765,927	\$898,301	\$1,123,961	\$148,491	\$356,136
Operations	\$1,928,413	\$57,052	\$122,818	\$188,494	\$78,967	\$119,902	\$79,740	\$219,877	\$19,280	\$166,480	\$177,845	\$488,378	\$34,487	\$74,096
Vehicle Maintenance	\$1,685,636	\$109,117	\$219,280	\$360,236	\$158,924	\$228,397	\$115,202	\$485,936	\$189,300	\$635,627	\$399,300	\$780,888	\$61,913	\$161,614
Container Maintenance	\$1,118,910	\$32,288	\$68,426	\$123,756	\$63,993	\$87,268	\$33,808	\$148,930	\$33,130	\$162,099	\$123,731	\$332,613	\$21,729	\$85,687
Total Allocated Indirect Costs	\$16,429,667	\$346,272	\$1,620,223	\$1,569,306	\$759,715	\$1,020,962	\$441,276	\$1,348,765	\$474,618	\$2,970,124	\$1,540,376	\$3,622,646	\$276,620	\$621,691
Total Allocated Indirect Depreciation Costs	\$117,650	\$3,866	\$7,409	\$11,704	\$4,851	\$7,246	\$4,301	\$12,848	\$3,323	\$20,229	\$10,714	\$24,316	\$1,084	\$4,308
Annual Implementation Cost Assumptions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$27,087,814	\$1,032,665	\$3,449,227	\$3,960,941	\$2,423,699	\$3,472,913	\$1,796,133	\$3,069,983	\$1,797,425	\$18,396,240	\$4,323,883	\$12,479,941	\$643,234	\$2,145,844
Profit	\$1,302,694	\$108,290	\$383,078	\$386,837	\$254,612	\$366,522	\$189,102	\$616,081	\$186,681	\$1,003,273	\$537,800	\$1,130,624	\$101,102	\$127,100
Operating Ratio	99.6%	99.6%	99.6%	99.6%	99.6%	99.6%	99.6%	99.6%	99.6%	99.6%	99.6%	99.6%	99.6%	99.6%
Total Operating Cost	\$26,085,120	\$1,140,955	\$3,066,149	\$3,574,104	\$2,169,087	\$3,106,391	\$1,607,031	\$2,453,902	\$1,610,739	\$17,392,967	\$3,786,083	\$11,349,317	\$542,132	\$2,018,744
Contractor Pass-Through Costs														
Interest Expense ¹	\$1,143,186	\$31,098	\$72,702	\$104,271	\$48,599	\$70,516	\$36,471	\$125,245	\$33,249	\$202,317	\$103,128	\$248,374	\$19,617	\$43,103
BASE CONTRACTOR'S COMPENSATION	\$44,225,644	\$1,473,158	\$3,138,951	\$4,080,321	\$2,726,538	\$3,907,634	\$2,469,139	\$4,695,225	\$1,977,285	\$19,401,822	\$5,786,877	\$14,255,129	\$1,063,849	\$2,486,877

¹ Interest expense (excludes interest on bin-container purchases).

SRWMA COLLECTION AGREEMENT Proposed Compensation 2021

D. Town of Atherton Allocated Costs - SFD

	Statistics Used for Year 2021 Cost Allocation Only				Total
City # of accounts	2,344	2,344	2,327	400	2,344
SRWMA # of accounts	94,580	94,372	90,725	29,504	94,580
City # of accounts %	2.3%	2.3%	2.6%	1.6%	2.3%
City Total Route Labor hours year	1,416.26	1,738.85	2,673.28	213.50	6,064
SRWMA Total Route Labor hours year	46,232.55	42,856.20	39,114.12	13,045.24	143,248
City Total Route Labor hours year %	2.3%	4.2%	6.8%	1.6%	4.2%
City # of route hours/year	1,360.19	1,594.51	2,318.34	213.50	5,297
SRWMA # of route hours/year	42,847.80	38,380.04	34,949.36	13,045.24	129,222
City Total Route Labor hours year %	2.2%	3.9%	6.9%	1.6%	4.2%
City Total Containers in Service	2,546	2,623	6,427	400	12,079
SRWMA Total Containers in Service	96,806	96,284	99,941	29,504	322,535
City Total Containers in Service %	2.6%	2.7%	6.4%	1.6%	3.7%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (Including Holiday Trees)	Two On Call Collection Teams	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
<i>Direct Labor Related Costs</i>					
Wages for CMAs	\$129,654	\$129,580	\$185,865	\$14,082	\$459,281
Benefits for CMAs	\$15,740	\$42,677	\$87,499	\$7,897	\$153,813
Payroll Taxes	\$19,158	\$10,781	\$13,464	\$1,222	\$44,725
Workers Compensation Insurance	\$8,206	\$5,252	\$12,242	\$1,080	\$26,780
Total Direct Labor Related Costs	\$172,758	\$188,390	\$399,070	\$26,281	\$786,599
<i>Direct Fuel Costs</i>	\$12,994	\$16,596	\$23,064	\$694	\$53,348
<i>Other Direct Costs</i>	\$17,113	\$21,593	\$30,732	\$1,100	\$70,538
Depreciation - Collection Vehicles	\$19,395	\$22,469	\$37,242	\$639	\$79,745
Depreciation - Containers	\$2,660	\$7,501	\$21,484	\$0	\$31,645
Depreciation for Collection Equipment	\$26,493	\$30,004	\$38,386	\$639	\$115,603
Lease	\$0	\$0	\$0	\$0	\$0
<i>Allocated Indirect Costs excluding Depreciation and Interest (Form 9)</i>					
General and Administrative	\$45,998	\$47,781	\$46,115	\$1,195	\$137,089
Operations	\$11,483	\$14,718	\$28,320	\$248	\$54,769
Vehicle Maintenance	\$21,946	\$28,100	\$46,483	\$466	\$97,034
Container Maintenance	\$6,704	\$7,200	\$16,619	\$172	\$30,715
Total Allocated Indirect Costs excluding Depreciation and Interest	\$86,131	\$97,801	\$137,537	\$2,080	\$323,549
Total Allocated Indirect Depreciation Costs (Form 9)	\$69	\$462	\$1,509	\$67	\$3,107
<i>Annual Implementation Cost Allocation (Form A)</i>	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$306,405	\$376,846	\$545,315	\$29,389	\$1,258,156
Profit (insert Operating Ratio below)	\$38,314	\$29,598	\$97,084	\$3,064	\$128,060
<small>NO SUCCESSORS</small>					
Total Proposed Costs before Pass-Through Cost Allocation	\$371,729	\$406,444	\$642,400	\$32,453	\$1,452,797
Contractor Pass-Through Costs					
Interest Expense	\$6,488	\$7,539	\$18,368	\$137	\$32,532
Total Contractor Pass-Through Costs	\$6,488	\$7,539	\$18,368	\$137	\$32,532
TOTAL BASE CONTRACTOR'S COMPENSATION	\$378,217	\$413,983	\$660,768	\$32,590	\$1,485,329

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Accounts	Accounts	Accounts	
2014	2,340	2,340	2,340	
2015	2,347	2,347	2,347	
2016	2,346	2,346	2,346	
Rolling Three-Year Average	2,344	2,344	2,344	

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. Town of Atherton Allocated Costs - SFD

Step 1: Index Based Adjustments				
PY CPI-W-Wages (2017 Listed as Example)	264.17%	264.17%	264.17%	264.17%
CY CPI-W-Wages (2017 Listed as Example)	264.17%	264.17%	264.17%	264.17%
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.81%	477.81%	477.81%	477.81%
CY CPI-W-Medical (2017 Listed as Example)	477.81%	477.81%	477.81%	477.81%
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.25%	209.25%	209.25%	209.25%
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.25%	209.25%	209.25%	209.25%
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.98%	269.98%	269.98%	269.98%
CY CPI-U (2017 Listed as Example)	269.98%	269.98%	269.98%	269.98%
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Real Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two-Chief Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor Related Costs					
Wages for CBA	\$129,654	\$129,580	\$183,865	\$14,682	\$457,781
Benefits for CBA	\$55,741	\$62,477	\$87,499	\$7,897	\$213,614
Payroll Taxes	\$10,034	\$10,781	\$15,464	\$1,222	\$37,501
Workers Compensation Insurance	\$8,206	\$9,232	\$13,242	\$1,086	\$31,766
Total Direct Labor Related Costs	\$195,635	\$212,070	\$300,069	\$24,887	\$732,661
Direct Fuel Costs	\$12,994	\$16,396	\$23,064	\$694	\$53,148
Other Direct Costs	\$17,313	\$21,393	\$30,732	\$1,110	\$70,548
Depreciation - Collection Vehicles	\$19,381	\$22,869	\$37,262	\$679	\$79,591
Depreciation - Computers	\$7,069	\$7,595	\$11,344	\$0	\$26,008
Depreciation for Collection Equipment	\$26,455	\$30,064	\$38,386	\$679	\$115,684
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (From %)					
General and Administrative	\$45,998	\$45,781	\$66,315	\$1,195	\$159,289
Operations	\$11,483	\$14,734	\$26,321	\$264	\$52,802
Vehicle Maintenance	\$21,946	\$28,160	\$46,483	\$466	\$97,055
Container Maintenance	\$6,784	\$7,216	\$10,616	\$172	\$24,788
Total Allocated Indirect Costs excluding Depreciation and Interest	\$84,211	\$95,911	\$153,735	\$2,037	\$335,934
Total Allocated Indirect Depreciation Costs (From %)	\$693	\$862	\$1,309	\$13	\$3,197
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$336,435	\$376,846	\$549,515	\$29,389	\$1,292,185
Profit (insert Operating Ratio below)	\$35,314	\$39,558	\$57,684	\$3,884	\$136,440
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$371,729	\$416,404	\$607,199	\$33,273	\$1,428,725
Contractor Pass-Through Costs					
Interest Expense	\$6,488	\$7,359	\$10,318	\$157	\$24,322
Total Contractor Pass-Through Costs	\$6,488	\$7,359	\$10,318	\$157	\$24,322
TOTAL BASE CONTRACTOR'S COMPENSATION	\$378,217	\$423,763	\$617,517	\$33,430	\$1,453,047

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. Town of Atherton Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	2,340	2,340	2,340	
2015	2,347	2,347	2,347	
2016	2,346	2,346	2,346	
Prior Year Rolling Three-Year Average	2,344	2,344	2,344	
2014	2,340	2,340	2,340	
2015	2,347	2,347	2,347	
2016	2,346	2,346	2,346	
Current Year Rolling Three-Year Average	2,344	2,344	2,344	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1

Single Family Dwelling	Solid Waste	Tagged Recyclable Materials	Organic Materials (Including Holiday Tons)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CMAs	\$120,654	\$129,580	\$183,865	\$14,682	\$448,781
Benefits for CMAs	\$55,741	\$62,477	\$87,899	\$7,897	\$213,614
Payroll Taxes	\$16,098	\$16,791	\$15,864	\$1,222	\$49,975
Workers Compensation Insurance	\$8,596	\$9,232	\$12,242	\$1,080	\$31,150
Total Direct Labor-Related Costs	\$199,089	\$217,079	\$300,069	\$24,881	\$741,913
Direct Fuel Costs	\$12,994	\$16,796	\$21,064	\$694	\$51,548
Other Direct Costs	\$17,313	\$21,593	\$36,752	\$1,319	\$76,977
Depreciation - Collection Vehicles	\$19,701	\$22,463	\$37,242	\$679	\$79,785
Depreciation - Containers	\$7,890	\$7,515	\$21,389	\$0	\$36,794
Depreciation for Collection Equipment	\$26,415	\$30,094	\$38,386	\$679	\$115,685
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$43,998	\$45,790	\$46,115	\$1,795	\$137,698
Operations	\$11,485	\$14,734	\$24,321	\$244	\$50,784
Vehicle Maintenance	\$21,946	\$28,300	\$46,893	\$466	\$97,605
Container Maintenance	\$6,764	\$7,216	\$16,616	\$172	\$30,768
Total Allocated Indirect Costs excluding Depreciation and Interest	\$84,193	\$95,839	\$133,945	\$2,677	\$317,661
Total Allocated Indirect Depreciation Costs (Form 9)	\$693	\$892	\$1,509	\$19	\$3,113
Annual Implementation Cost Allocation (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$336,415	\$376,846	\$549,515	\$29,389	\$1,292,156
Profit (insert Operating Ratio below)	\$38,214	\$39,838	\$87,684	\$3,884	\$129,641
Total Proposed Costs before Pass-Through Cost Allocation	\$374,629	\$416,684	\$637,199	\$33,273	\$1,421,797
Contractor Pass-Through Costs					
Interest Expense	\$6,488	\$7,334	\$14,504	\$177	\$28,503
Total Contractor Pass-Through Costs	\$6,488	\$7,334	\$14,504	\$177	\$28,503
TOTAL BASE CONTRACTOR'S COMPENSATION	\$379,217	\$424,018	\$651,703	\$33,450	\$1,450,300

SRWMA COLLECTION AGREEMENT Proposed Compensation 2021
B. Town of Atherton Allocated Costs - MFD & Commercial

	Statistics Used for Year 2021 Cost Allocation Only					Total
	11	13	8	0	483	
City # of Accounts	11	13	8	0	483	33
SRWMA # of Accounts	10,332	10,210	1,712	195	29,504	22,449
City # of Accounts %	0.2%	0.2%	0.2%	0.0%	1.6%	0.2%
City Total Route Labor hours year	187.94	102.67	102.97	0.00	213.50	393
SRWMA Total Route Labor hours year	47,871.85	27,311.92	4,336.63	4,367.11	13,045.24	82,508
City Total Route Labor hours year %	0.4%	0.4%	1.6%	0.0%	1.6%	0.4%
City # of route hours/year	139.72	98.61	98.59	0.00	213.50	337
SRWMA # of route hours/year	31,367.08	23,241.12	4,046.86	4,367.11	13,045.24	68,761
City # of route hours/year %	0.4%	0.4%	1.6%	0.0%	1.6%	0.2%
City Total Containers in Service	14	43	9	0	483	48
SRWMA Total Containers in Service	17,238	19,701	2,659	333	29,504	38,353
City Total Containers in Service %	0.2%	0.2%	0.4%	0.0%	1.6%	0.2%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Tons)	Total Drop Box Services (All Materials)	Two On-Call Collection Tons	MFD & Commercial Total
	\$	\$	\$	\$	\$	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CMAs	\$18,953	\$7,654	\$11,277	\$0	\$2,367	\$40,251
Benefits for CMAs	\$9,504	\$5,428	\$3,549	\$0	\$1,164	\$17,651
Payroll Taxes	\$1,660	\$637	\$934	\$0	\$197	\$3,432
Workers Compensation Insurance	\$1,422	\$583	\$852	\$0	\$160	\$2,917
Total Direct Labor-Related Costs	\$31,549	\$14,244	\$16,562	\$0	\$3,888	\$66,243
Direct Fuel Costs	\$2,164	\$798	\$1,540	\$0	\$297	\$4,799
Other Direct Costs	\$2,478	\$1,285	\$1,804	\$0	\$334	\$5,801
Depreciation - Collection Vehicle	\$2,007	\$1,298	\$1,548	\$0	\$245	\$5,098
Depreciation - Containers	\$49	\$199	\$171	\$0	\$61	\$779
Depreciation for Collection Equipment	\$2,761	\$1,397	\$1,122	\$0	\$366	\$7,310
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From F)						
General and Administrative	\$1,002	\$1,208	\$1,884	\$0	\$493	\$4,587
Operations	\$896	\$793	\$3,902	\$0	\$160	\$5,651
Vehicle Maintenance	\$1,677	\$1,316	\$7,408	\$0	\$191	\$10,592
Container Maintenance	\$122	\$124	\$232	\$0	\$21	\$320
Total Allocated Indirect Costs including Depreciation and Interest	\$3,697	\$3,639	\$17,386	\$0	\$865	\$22,427
Total Allocated Indirect Depreciation Costs (From F)	\$74	\$49	\$203	\$0	\$0	\$112
Annual Implementation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$44,314	\$19,882	\$48,888	\$0	\$5,673	\$118,657
Profit (insert Operating Ratio below)	\$4,636.72	\$2,864	\$4,292	\$0	\$396	\$12,189
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$48,950	\$22,746	\$53,180	\$0	\$6,069	\$130,846
Contractor Pass-Through Costs						
Interest Expense	\$886	\$408	\$1,001	\$0	\$39	\$2,434
Total Contractor Pass-Through Costs	\$886	\$408	\$1,001	\$0	\$39	\$2,434
TOTAL BASE CONTRACTOR'S COMPENSATION	\$49,836	\$23,154	\$54,181	\$0	\$6,108	\$133,280

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Hoists	
2014	1,560	2,964	728	0	
2015	1,560	3,068	1,040	0	
2016	1,436	3,120	1,248	0	
Rolling Three-Year Average	1,525	3,051	1,005	-	

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. Town of Atherton Allocated Costs - MFD & Commercial

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cost and the Solid Waste	Cost and the Recyclable Materials	Cost and the Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two-On-Call Collection Events	MFD & Commercial Total
	K	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CSAs	\$19,933	\$7,654	\$11,277	\$0	\$2,367	\$41,231
Benefits for CSAs	\$9,314	\$3,424	\$3,549	\$0	\$1,364	\$17,655
Payroll Taxes	\$1,660	\$677	\$998	\$0	\$197	\$3,432
Workers Compensation Insurance	\$1,422	\$545	\$803	\$0	\$100	\$3,070
Total Direct Labor-Related Costs	\$12,548	\$12,204	\$16,507	\$0	\$3,896	\$45,251
Direct Fuel Costs	\$2,104	\$798	\$1,140	\$0	\$157	\$4,799
Other Direct Costs	\$2,976	\$1,283	\$1,868	\$0	\$154	\$6,481
Depreciation - Collection Vehicles	\$2,067	\$1,198	\$2,748	\$0	\$245	\$6,858
Depreciation - Containers	\$98	\$79	\$174	\$0	\$41	\$312
Depreciation for Collection Equipment	\$2,765	\$1,377	\$1,122	\$0	\$566	\$7,591
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (From 9)						
General and Administrative	\$1,800	\$1,208	\$5,464	\$0	\$491	\$8,263
Operations	\$956	\$793	\$3,902	\$0	\$100	\$5,651
Vehicle Maintenance	\$1,637	\$1,106	\$7,458	\$0	\$191	\$10,802
Container Maintenance	\$110	\$112	\$151	\$0	\$71	\$444
Total Allocated Indirect Costs excluding Depreciation and Interest	\$5,603	\$3,399	\$17,385	\$0	\$863	\$27,650
Total Allocated Indirect Depreciation Costs (From 9)	\$4	\$49	\$203	\$0	\$0	\$256
Annual Indirect Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$48,114	\$19,682	\$48,893	\$0	\$5,673	\$122,362
Profit (Insert Operating Ratio below)	\$4,630	\$2,866	\$4,292	\$8	\$396	\$12,592
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$48,745	\$22,548	\$48,175	\$8	\$6,269	\$122,837
Contractor Pass-Through Costs						
Interest Expense	\$886	\$448	\$1,005	\$0	\$18	\$2,457
Total Contractor Pass-Through Costs	\$886	\$448	\$1,005	\$0	\$18	\$2,457
TOTAL BASE CONTRACTOR'S COMPENSATION	\$122,421	\$22,996	\$49,180	\$8	\$6,387	\$124,992

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. Town of Atherton Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments						
	2014	2015	2016	2017	2018	2019
2014	1,560	1,560	1,456	1,560	1,560	1,560
2015	1,560	1,560	1,456	1,560	1,560	1,560
2016	1,456	1,456	1,456	1,456	1,456	1,456
Prior Year Rolling Three-Year Average	1,525	1,525	1,451	1,525	1,525	1,525
2014	1,560	1,560	1,456	1,560	1,560	1,560
2015	1,560	1,560	1,456	1,560	1,560	1,560
2016	1,456	1,456	1,456	1,456	1,456	1,456
Current Year Rolling Three-Year Average	1,525	1,525	1,451	1,525	1,525	1,525
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
60% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cost and Disposal Waste	Cost and Disposal Recyclable Materials	Cost and Disposal Organic Materials (Including Sludge Taxes)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CMAs	\$13,953	\$7,654	\$11,277	\$0	\$2,367	\$41,249
Benefits for CMAs	\$9,524	\$5,426	\$5,549	\$0	\$1,364	\$27,655
Payroll Taxes	\$1,660	\$937	\$956	\$0	\$197	\$3,750
Workers Compensation Insurance	\$1,522	\$825	\$803	\$0	\$168	\$3,318
Total Direct Labor-Related Costs	\$17,659	\$9,742	\$13,585	\$0	\$3,936	\$44,920
Direct Fuel Costs	\$2,164	\$796	\$1,540	\$0	\$257	\$4,757
Other Direct Costs	\$2,978	\$1,293	\$1,868	\$0	\$734	\$6,873
Depreciation - Collection Vehicles	\$2,667	\$1,199	\$2,768	\$0	\$245	\$6,879
Depreciation - Containers	\$96	\$299	\$254	\$0	\$61	\$710
Depreciation for Collection Equipment	\$2,763	\$1,397	\$5,122	\$0	\$306	\$9,588
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$1,002	\$1,208	\$5,484	\$0	\$491	\$8,185
Operations	\$856	\$793	\$3,902	\$0	\$300	\$5,851
Vehicle Maintenance	\$1,637	\$1,336	\$7,458	\$0	\$793	\$10,824
Container Maintenance	\$103	\$112	\$757	\$0	\$75	\$1,047
Total Allocated Indirect Costs excluding Depreciation and Interest	\$3,600	\$3,449	\$17,501	\$0	\$609	\$25,159
Total Allocated Indirect Depreciation Costs (Form 9)	\$54	\$49	\$293	\$0	\$6	\$312
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$44,114	\$19,682	\$48,883	\$0	\$5,673	\$118,352
Profit (insert Operating Ratio below)	\$4,631	\$2,866	\$4,292	\$0	\$796	\$12,585
Total Proposed Costs before Pass-Through Cost Allocation	\$48,745	\$22,548	\$53,175	\$0	\$6,469	\$130,937
Contractor Pass-Through Costs						
Interest Expense	\$86	\$48	\$1,000	\$0	\$16	\$2,450
Total Contractor Pass-Through Costs	\$86	\$48	\$1,000	\$0	\$16	\$2,450
TOTAL BASE CONTRACTOR'S COMPENSATION	\$48,831	\$22,596	\$54,175	\$0	\$6,485	\$133,387

SRWMA COLLECTION AGREEMENT Proposed Compensation **2021**
D. Taxes of Atherton Allocated Costs - Agency Facilities

	Statistics Used for Year 2021 Cost Allocation Only				Totals
City # of Lifts per year	818	390	936		2,144
SRWMA # Lifts per year (Accounts for Venues/Events)	242,507	16,744	65,039		34,580
City # of Lifts per year %	0.4%	2.3%	7.4%		2.3%
City Total Route Labor hours year	46.23	2.15	17.44	48.25	114.07
SRWMA Total Route Labor hours year	4,796.39	236.09	993.06		5,935.43
City Total Route Labor hours year	7.8%	0.9%	7.8%		7.8%
City # of route hours/year	31.16	2.15	16.83		114.07
SRWMA # of route hours/year	2,599.51	234.16	999.57		3,935.43
City # of route hours/year %	7.2%	1.0%	7.8%		7.8%
City # of Containers	13	7	18		2,546
SRWMA # of Containers	842	256	528		96,806
City # of Containers %	7.3%	2.7%	7.4%		2.6%
	41%	2%	13%	42%	

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venues and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CMAs	\$142	\$44	\$193	\$193	\$141	\$2,401
Benefits for CMAs	\$440	\$20	\$166	\$469	\$68	\$1,134
Payroll Taxes	\$78	\$4	\$30	\$82	\$12	\$205
Workers Compensation Insurance	\$62	\$2	\$22	\$20	\$12	\$125
Total Direct Labor Related Costs	\$1,124	\$70	\$375	\$1,194	\$235	\$4,864
Direct Fuel Costs	\$193	\$0	\$0	\$141	\$19	\$312
Other Direct Costs	\$235	\$12	\$6	\$266	\$35	\$663
Depreciation - Collection Vehicles	\$555	\$25	\$202	\$554	\$60	\$1,390
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$555	\$25	\$202	\$554	\$60	\$1,390
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)						
General and Administrative (using 10% for Agency Costs)	\$846	\$70	\$319	\$895	\$154	\$2,442
Operations	\$254	\$12	\$6	\$269	\$32	\$609
Vehicle Maintenance	\$486	\$23	\$183	\$297	\$42	\$1,200
Equipment Maintenance (using 10% for Agency Costs)	\$122	\$0	\$40	\$127	\$11	\$371
Total Allocated Indirect Costs including Depreciation and Interest	\$1,708	\$75	\$644	\$1,763	\$499	\$4,712
Total Allocated Indirect Depreciation Costs (Form 9)	\$17	\$1	\$7	\$19	\$2	\$45
Joint Supplemental Cost Allocation (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$4,176	\$194	\$1,076	\$4,368	\$848	\$11,256
Profit (Insert Operating Ratio below)	\$439	\$26	\$165	\$458	\$89	\$1,171
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$4,616	\$220	\$1,241	\$4,826	\$937	\$12,327
Contractor Pass-Through Costs						
Interest Expense	\$113	\$7	\$43	\$119	\$13	\$292
Total Contractor Pass-Through Costs	\$113	\$7	\$43	\$119	\$13	\$292
TOTAL BASE CONTRACTOR'S COMPENSATION	\$4,729	\$227	\$1,284	\$5,045	\$950	\$12,619

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Routes	
2014	728	312	760	41	
2015	832	364	760	53	
2016	818	390	936	40	
Rolling Three-Year Average	806	355	832	45	

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. Town of Atherton Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Vessels and Frames	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$142	\$44	\$153	\$163	\$145	\$2,409
Benefits for CBAs	\$440	\$20	\$166	\$460	\$64	\$1,134
Payroll Taxes	\$78	\$4	\$50	\$42	\$12	\$205
Workers Compensation Insurance	\$62	\$3	\$23	\$20	\$6	\$126
Total Direct Labor-Related Costs	\$1,224	\$71	\$332	\$1,284	\$227	\$4,880
Direct Fuel Costs	\$115	\$0	\$10	\$141	\$18	\$312
Other Direct Costs	\$255	\$12	\$16	\$266	\$35	\$665
Depreciation - Collection Vehicles	\$355	\$23	\$212	\$558	\$60	\$1,360
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$593	\$23	\$212	\$558	\$60	\$1,360
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using 3% for Agency Costs)	\$946	\$79	\$119	\$983	\$754	\$2,442
Operations	\$254	\$12	\$16	\$265	\$32	\$619
Vehicle Maintenance	\$480	\$23	\$183	\$307	\$62	\$1,200
Container Maintenance (using 3% for Agency Costs)	\$122	\$0	\$0	\$127	\$10	\$310
Total Allocated Indirect Costs excluding Depreciation and Interest	\$1,708	\$114	\$218	\$1,703	\$858	\$4,712
Total Allocated Indirect Depreciation Costs (Form 9)	\$17	\$1	\$7	\$18	\$2	\$45
Annual Implementation Cost Allocation (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$4,178	\$194	\$1,276	\$4,308	\$848	\$11,056
Profit (insert Operating Ratio below)	\$409	\$28	\$165	\$458	\$89	\$1,171
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$4,618	\$215	\$1,701	\$4,808	\$937	\$12,327
Contractor Pass-Through Costs						
Interest Expense	\$113	\$5	\$43	\$118	\$15	\$290
Total Contractor Pass-Through Costs	\$113	\$5	\$43	\$118	\$15	\$290
TOTAL BASE CONTRACTOR'S COMPENSATION	\$4,731	\$220	\$1,744	\$4,926	\$952	\$12,617

SEWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. Town of Atherton Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments										
	2014	2013	2016	Prior Year Rolling Three-Year Average	2014	2013	2016	Current Year Rolling Three-Year Average	100% Service Level Adjustment Factor	65% Service Level Adjustment Factor
Lifts	728	832	858	806	Lifts	312	364	358	100.0%	100.0%
Lifts	780	780	936	832	Lifts	780	780	832	100.0%	100.0%
Heads	41	53	40	45	Heads	41	53	45	100.0%	100.0%

Agency Facilities	Cap and the Solid Waste	Cap and the Organic Materials	Cap and the Recyclable Materials	Total Cap and the Services (All Materials)	Yards and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CDAs	\$142	\$44	\$155	\$341	\$145	\$2,469
Benefits for CDAs	\$480	\$20	\$166	\$666	\$68	\$1,154
Payroll Taxes	\$78	\$4	\$70	\$152	\$12	\$205
Workers Compensation Insurance	\$67	\$3	\$22	\$92	\$10	\$176
Total Direct Labor Related Costs	\$1,528	\$71	\$353	\$1,954	\$235	\$4,080
Direct Fuel Costs	\$119	\$0	\$10	\$141	\$18	\$312
Other Direct Costs	\$215	\$12	\$9	\$236	\$35	\$603
Depreciation - Collection Vehicles	\$112	\$21	\$207	\$359	\$60	\$1,361
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$175	\$25	\$202	\$558	\$80	\$1,380
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From Y)						
General and Administrative (using life for Agency Costs)	\$886	\$29	\$119	\$880	\$154	\$2,442
Operations	\$214	\$12	\$96	\$326	\$12	\$619
Vehicle Maintenance	\$486	\$23	\$183	\$592	\$62	\$1,209
Container Maintenance (using life for Agency Costs)	\$122	\$6	\$46	\$174	\$31	\$331
Total Allocated Indirect Costs including Depreciation and Interest	\$1,708	\$70	\$644	\$2,422	\$359	\$4,712
Total Allocated Indirect Depreciation Costs (From Y)	\$17	\$0	\$7	\$24	\$2	\$45
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$4,178	\$194	\$1,076	\$4,268	\$848	\$13,156
Profit (Insert Operating Ratio below)	\$439	\$28	\$65	\$498	\$89	\$1,171
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$4,616	\$222	\$1,141	\$4,766	\$937	\$14,327
Contractor Pass-Through Costs						
Interest Expense	\$119	\$5	\$43	\$167	\$11	\$242
Total Contractor Pass-Through Costs	\$119	\$5	\$43	\$167	\$11	\$242
TOTAL BASE CONTRACTOR'S COMPENSATION	\$4,735	\$227	\$1,184	\$4,933	\$948	\$14,569

BWMA COLLECTION AGREEMENT **Proposed Compensation** **2021**
1. City of Belmont Allocated Costs - SFD

	Statistics Used for Year 2021 Cost Allocation Only				Total
City # of accounts	6,765	6,767	6,548	2,092	6,765
SDWMA # of accounts	94,580	94,372	93,723	26,504	94,580
City # of accounts %	7.2%	7.2%	7.2%	7.7%	7.2%
City Total Route Labor hours year	2,939.79	2,617.44	2,310.23	925.16	8,893
SDWMA Total Route Labor hours year	46,232.55	43,856.20	39,314.12	13,045.24	141,248
City Total Route Labor hours year %	6.4%	6.1%	6.4%	7.1%	6.4%
City # of route hours/year	2,670.48	2,379.34	2,185.18	925.16	8,160
SDWMA # of route hours/year	42,847.89	38,500.84	34,949.16	13,045.24	129,222
City Total Route Labor hours year %	6.2%	6.2%	6.3%	7.1%	6.3%
City Total Containers in Service	6,793	6,802	6,774	2,092	22,461
SDWMA Total Containers in Service	96,866	96,284	95,941	26,504	322,535
City Total Containers in Service %	7.0%	7.1%	6.9%	7.7%	7.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Year On Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CDAs	\$246,613	\$193,052	\$174,528	\$63,622	\$678,815
Benefits for CDAs	\$113,993	\$94,045	\$82,162	\$34,229	\$324,362
Payroll Taxes	\$20,518	\$16,224	\$14,521	\$5,293	\$56,561
Workers Compensation Insurance	\$12,371	\$11,892	\$12,858	\$4,532	\$41,653
Total Direct Labor-Related Costs	\$393,495	\$315,213	\$284,069	\$107,676	\$1,100,451
Direct Fuel Costs	\$25,312	\$21,493	\$20,739	\$3,696	\$71,240
Other Direct Costs	\$15,198	\$14,149	\$18,986	\$4,808	\$101,341
Depreciation - Collection Vehicles	\$18,978	\$16,548	\$18,163	\$2,751	\$111,487
Depreciation - Containers	\$18,838	\$19,540	\$22,496	\$0	\$60,874
Depreciation for Collection Equipment	\$56,916	\$53,075	\$57,000	\$2,771	\$172,361
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$126,673	\$132,029	\$129,764	\$5,173	\$393,642
Operations	\$22,344	\$23,302	\$22,924	\$1,096	\$69,825
Vehicle Maintenance	\$43,086	\$44,535	\$43,803	\$2,057	\$133,482
Container Maintenance	\$17,887	\$18,712	\$17,593	\$744	\$58,936
Total Allocated Indirect Costs excluding Depreciation and Interest	\$214,990	\$218,578	\$214,084	\$8,070	\$655,885
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,361	\$1,409	\$1,422	\$0	\$4,218
Annual Implementation Cost Association (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$726,615	\$654,365	\$667,486	\$127,209	\$2,115,497
Profit (insert Operating Ratio below)	\$76,254	\$68,698	\$63,760	\$13,364	\$223,069
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$802,869	\$723,063	\$731,247	\$140,574	\$2,338,566
Contractor Pass-Through Costs					
Interest Expense	\$13,958	\$13,507	\$14,126	\$680	\$42,271
Total Contractor Pass-Through Costs	\$13,958	\$13,507	\$14,126	\$680	\$42,271
TOTAL BASE CONTRACTOR'S COMPENSATION	\$816,827	\$736,570	\$745,373	\$141,254	\$2,380,837

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Accounts	Accounts	Accounts	
2014	6,759	6,759	6,759	
2015	6,789	6,789	6,789	
2016	6,765	6,765	6,765	
Rolling Three-Year Average	6,771	6,771	6,771	

BWMA COLLECTION AGREEMENT

Proposed Compensation

2021

3. City of Belmont Allocated Costs - SFD

Step 3: Index Based Adjustments				
PY CPS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CY CPS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CPS-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPS-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CY CPS-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CPS-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPS-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CY CPS-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CPS-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPS-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CY CPS-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CPS-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Bulky Items)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CMAs	\$26,613	\$193,052	\$174,528	\$63,622	\$679,818
Bonuses for CMAs	\$113,915	\$94,645	\$82,162	\$74,228	\$324,952
Payroll Taxes	\$20,518	\$16,228	\$14,521	\$5,265	\$56,561
Workers Compensation Insurance	\$12,271	\$13,802	\$12,633	\$4,532	\$48,475
Total Direct Labor-Related Costs	\$79,317	\$317,727	\$283,844	\$107,648	\$1,099,811
Direct Fuel Costs	\$25,312	\$21,939	\$20,739	\$3,066	\$76,188
Other Direct Costs	\$18,398	\$74,189	\$28,986	\$4,808	\$127,381
Depreciation - Collection Vehicles	\$18,076	\$35,535	\$35,189	\$2,771	\$111,487
Depreciation - Containers	\$18,858	\$19,540	\$22,496	\$0	\$60,974
Depreciation for Collection Equipment	\$56,066	\$15,075	\$57,600	\$2,771	\$172,514
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (From 9)					
General and Administrative	\$126,873	\$132,029	\$129,764	\$5,375	\$393,842
Operations	\$22,544	\$23,902	\$22,924	\$1,056	\$69,825
Vehicle Maintenance	\$43,086	\$44,515	\$43,813	\$2,017	\$133,422
Container Maintenance	\$17,887	\$18,712	\$17,313	\$744	\$28,255
Total Allocated Indirect Costs excluding Depreciation and Interest	\$210,390	\$219,158	\$213,814	\$9,192	\$665,424
Total Allocated Indirect Depreciation Costs (From 9)	\$1,361	\$1,401	\$1,422	\$0	\$4,218
Annual Implementation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$726,425	\$654,365	\$607,666	\$127,118	\$2,115,497
Profit (insert Operating Ratio below)	\$76,254	\$68,698	\$63,764	\$13,364	\$222,869
	90.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$802,679	\$723,063	\$671,430	\$140,482	\$2,338,366
Contractor Pass-Through Costs					
Interest Expense	\$13,058	\$13,507	\$14,126	\$680	\$42,271
Total Contractor Pass-Through Costs	\$13,058	\$13,507	\$14,126	\$680	\$42,271
TOTAL BASE CONTRACTOR'S COMPENSATION	\$815,737	\$736,570	\$685,556	\$141,162	\$2,380,637

RWMA COLLECTION AGREEMENT Proposed Compensation **2021**
City of Belmont Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	6,759	6,759	6,759	
2015	6,789	6,789	6,789	
2016	6,765	6,765	6,765	
Prior Year Rolling Three-Year Average	6,771	6,771	6,771	
2014	6,759	6,759	6,759	
2015	6,789	6,789	6,789	
2016	6,765	6,765	6,765	
Current Year Rolling Three-Year Average	6,771	6,771	6,771	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	
95% Service Level Adjustment Factor	100.0%	100.0%	100.0%	

Single Family Dwelling	Total Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
<i>Direct Labor-Related Costs</i>					
Wages for CMAs	\$246,617	\$215,052	\$174,528	\$63,622	\$699,829
Benefits for CMAs	\$113,933	\$94,945	\$82,362	\$36,220	\$327,460
Payroll Taxes	\$20,509	\$16,228	\$14,321	\$5,210	\$56,268
Workers Compensation Insurance	\$17,871	\$14,897	\$12,874	\$4,532	\$50,174
Total Direct Labor Related Costs	\$398,939	\$339,122	\$284,085	\$109,684	\$1,131,829
<i>Direct Fuel Costs</i>	\$25,362	\$21,930	\$21,739	\$3,006	\$72,037
<i>Other Direct Costs</i>	\$15,508	\$14,149	\$28,986	\$4,808	\$63,451
Depreciation - Collection Vehicles	\$18,078	\$15,535	\$15,203	\$2,771	\$61,687
Depreciation - Containers	\$18,834	\$19,340	\$22,496	\$0	\$60,674
Depreciation for Collection Equipment	\$56,906	\$53,075	\$57,660	\$2,771	\$172,361
Lease	\$0	\$0	\$0	\$0	\$0
<i>Allocated Indirect Costs excluding Depreciation and Interest (Form 9)</i>					
General and Administrative	\$126,873	\$112,029	\$129,768	\$5,175	\$373,845
Operations	\$22,548	\$23,702	\$22,929	\$1,056	\$69,235
Vehicle Maintenance	\$43,080	\$44,535	\$47,813	\$2,017	\$137,445
Container Maintenance	\$17,687	\$18,712	\$17,313	\$744	\$54,256
Total Allocated Indirect Costs excluding Depreciation and Interest	\$210,188	\$208,978	\$217,823	\$8,992	\$613,385
<i>Total Allocated Indirect Depreciation Costs (Form 9)</i>	\$1,361	\$1,830	\$1,422	\$0	\$4,218
<i>Annual Implementation Cost Attribution (Form A)</i>	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$726,805	\$654,965	\$607,486	\$127,318	\$2,115,497
Profit (insert Operating Ratio below)	90.5%	\$48,698	\$62,763	\$12,264	\$222,669
Total Proposed Costs before Pass-Through Cost Allocation	\$802,669	\$723,663	\$670,249	\$140,674	\$2,338,166
Contractor Pass-Through Costs					
Interest Expense	\$15,958	\$13,507	\$18,326	\$693	\$48,284
Total Contractor Pass-Through Costs	\$15,958	\$13,507	\$18,326	\$693	\$48,284
TOTAL BASE CONTRACTOR'S COMPENSATION	\$818,627	\$737,170	\$688,575	\$141,367	\$2,386,450

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

B. City of Belmont Allocated Costs - MFD & Commercial

	Statistics Used for Year 2021 Cost Allocation Only					Total
City # of Accounts	441	454	86	8	2,092	989
SBWMA # Accounts	10,332	10,210	1,712	195	29,504	22,445
City # of Accounts %	4.3%	4.4%	3.0%	4.3%	7.1%	4.4%
City Total Route Labor hours year	3,048.77	2,204.05	428.63	267.13	925.16	5,949
SBWMA Total Route Labor hours year	47,871.85	27,131.92	6,356.65	6,167.11	13,043.24	87,508
City Total Route Labor hours year %	6.4%	8.1%	6.7%	4.3%	7.2%	6.8%
City # of route hours/year	1,838.44	2,126.44	401.91	267.13	925.16	4,634
SBWMA # of route hours/year	31,307.08	25,241.12	6,046.06	6,167.11	13,043.24	68,761
City # of route hours/year %	5.9%	8.4%	6.6%	4.3%	7.2%	6.7%
City Total Containers in Service	791	1,081	132	8	2,092	2,002
SBWMA Total Containers in Service	17,258	19,703	2,859	333	29,504	39,353
City Total Containers in Service %	4.6%	5.5%	4.6%	2.4%	7.1%	5.1%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (Including Bulky Items)	Total Drop Box Services (All Materials)	Two-Can Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CMAs	\$123,670	\$164,309	\$47,393	\$21,271	\$19,253	\$366,917
Benefits for CMAs	\$154,332	\$73,394	\$14,904	\$7,541	\$5,044	\$255,415
Payroll Taxes	\$26,929	\$13,670	\$3,940	\$1,770	\$853	\$47,362
Workers Compensation Insurance	\$23,080	\$11,700	\$3,274	\$1,552	\$721	\$40,327
Total Direct Labor-Related Costs	\$327,991	\$263,273	\$69,372	\$32,098	\$16,881	\$699,823
Direct Fuel Costs	\$24,476	\$17,217	\$6,279	\$2,044	\$1,113	\$51,129
Other Direct Costs	\$39,196	\$27,715	\$7,617	\$3,886	\$1,333	\$79,847
Depreciation - Collection Vehicles	\$75,090	\$25,849	\$19,204	\$9,270	\$1,682	\$131,095
Depreciation - Containers	\$3,456	\$4,396	\$5,489	\$0	\$263	\$13,604
Depreciation for Collection Equipment	\$40,336	\$30,839	\$16,012	\$3,270	\$1,327	\$91,884
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative	\$49,317	\$44,271	\$58,952	\$23,708	\$2,128	\$188,222
Operations	\$11,218	\$17,104	\$15,908	\$5,164	\$419	\$49,813
Vehicle Maintenance	\$21,336	\$32,690	\$30,805	\$9,736	\$429	\$105,215
Container Maintenance	\$6,322	\$7,850	\$10,812	\$1,993	\$506	\$27,483
Total Allocated Indirect Costs excluding Depreciation and Interest	\$79,087	\$101,914	\$116,077	\$40,501	\$3,472	\$341,336
Total Allocated Indirect Depreciation Costs (Form 9)	\$79	\$1,000	\$429	\$367	\$26	\$2,981
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$714,813	\$441,819	\$217,865	\$82,339	\$14,580	\$1,481,280
Profit (insert Operating Ratio below)	\$75,341.58	\$46,399	\$12,786	\$8,631	\$2,540	\$155,599
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$790,154	\$488,409	\$230,651	\$90,970	\$17,120	\$1,637,462
Contractor Pass-Through Costs						
Interest Expense	\$12,851	\$9,772	\$3,289	\$1,036	\$420	\$27,368
Total Contractor Pass-Through Costs	\$12,851	\$9,772	\$3,289	\$1,036	\$420	\$27,368
TOTAL BASE CONTRACTOR'S COMPENSATION	\$803,005	\$498,181	\$233,940	\$91,996	\$17,540	\$1,664,830

Service Level Statistics Used for Future Service Level Cost Adjustments						
	Life	Life	Life	Hauls	Life	
2014	63,793	74,938	3,902	155		
2015	61,243	79,612	8,385	169		
2016	60,359	81,965	10,192	146		
Rolling Three-Year Average	62,465	78,848	8,160	154		

SRWMA COLLECTION AGREEMENT

Proposed Compensation

2023

B. City of Belmont Allocated Costs - MFD & Commercial

Step 1: Index Based Adjustments					
PY CPS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CPS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CPS-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CY CPS-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CPS-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CPS-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CPS-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CY CPS-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CPS-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cost and Fee Sold	Cost and Fee Recycle Materials	Cost and Fee Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CMAs	\$123,670	\$164,305	\$47,353	\$21,271	\$10,210	\$366,817
Benefits for CMAs	\$154,312	\$73,394	\$14,904	\$7,543	\$1,044	\$271,613
Payroll Taxes	\$26,929	\$13,670	\$3,940	\$1,770	\$813	\$47,162
Workers Compensation Insurance	\$23,060	\$12,706	\$3,373	\$1,512	\$711	\$40,382
Total Direct Labor-Related Costs	\$327,969	\$264,275	\$69,570	\$32,096	\$16,848	\$691,821
Direct Fuel Costs	\$28,476	\$17,217	\$6,278	\$2,048	\$1,115	\$55,134
Other Direct Costs	\$39,291	\$27,715	\$7,617	\$5,886	\$1,318	\$77,837
Depreciation - Collection Vehicles	\$35,000	\$23,843	\$11,204	\$3,270	\$1,080	\$76,408
Depreciation - Containers	\$5,466	\$4,996	\$5,489	\$0	\$265	\$16,216
Depreciation for Collection Equipment	\$40,536	\$30,839	\$16,692	\$3,270	\$1,327	\$92,664
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form Y)						
General and Administrative	\$40,143	\$44,271	\$38,952	\$23,708	\$2,328	\$149,222
Operations	\$11,248	\$17,104	\$15,908	\$5,104	\$414	\$49,819
Vehicle Maintenance	\$21,536	\$52,690	\$30,403	\$4,756	\$829	\$101,215
Container Maintenance	\$6,329	\$7,830	\$10,812	\$1,995	\$706	\$27,682
Total Allocated Indirect Costs including Depreciation and Interest	\$79,087	\$121,914	\$116,077	\$40,563	\$3,997	\$341,518
Total Allocated Indirect Depreciation Costs (Form Y)	\$710	\$1,050	\$829	\$167	\$30	\$2,983
Annual Implementation Cost Association (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$716,812	\$442,819	\$217,865	\$82,220	\$24,983	\$1,484,989
Profit (insert Operating Ratio below)	\$75,842	\$46,399	\$32,786	\$8,632	\$2,981	\$155,659
	90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$791,174	\$489,489	\$250,651	\$90,852	\$27,163	\$1,637,462
Contractor Pass-Through Costs						
Interest Expense	\$12,851	\$1,772	\$3,289	\$1,036	\$420	\$20,368
Total Contractor Pass-Through Costs	\$12,851	\$1,772	\$3,289	\$1,036	\$420	\$20,368
TOTAL BASE CONTRACTOR'S COMPENSATION	\$804,025	\$491,261	\$253,940	\$91,888	\$27,583	\$1,657,830

SRWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. City of Belmont Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments					
	Lefts	Lefts	Lefts	Stalls	
2014	65,793	74,958	5,302		155
2015	61,243	79,612	8,385		160
2016	60,339	81,965	10,192		146
Prior Year Rolling Three-Year Average	62,465	78,845	8,160		154
2014	65,793	74,958	5,302		155
2015	61,243	79,612	8,385		160
2016	60,339	81,965	10,192		146
Current Year Rolling Three-Year Average	62,465	78,845	8,160		154
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%		100.0%
85% Service Level Adjustment Factor	100.0%	100.0%	100.0%		100.0%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two-On-Call Collection Teams	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBA's	\$123,670	\$164,305	\$47,355	\$21,271	\$16,255	\$366,857
Benefits for CBA's	\$154,532	\$73,594	\$14,964	\$7,541	\$5,044	\$255,715
Payroll Taxes	\$26,929	\$13,630	\$3,940	\$1,770	\$893	\$47,362
Workers Compensation Insurance	\$23,080	\$11,206	\$3,234	\$1,515	\$721	\$40,287
Total Direct Labor Related Costs	\$127,969	\$263,735	\$69,493	\$32,091	\$16,893	\$490,821
Direct Fuel Costs	\$26,476	\$17,237	\$6,279	\$2,048	\$1,119	\$53,239
Other Direct Costs	\$39,191	\$27,733	\$7,617	\$3,866	\$1,333	\$79,940
Depreciation - Collection Vehicles	\$15,090	\$23,843	\$11,204	\$1,270	\$1,062	\$52,469
Depreciation - Containers	\$5,466	\$4,946	\$3,489	\$0	\$205	\$16,216
Depreciation for Collection Equipment	\$46,356	\$30,839	\$16,642	\$3,270	\$1,327	\$102,684
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form V)						
General and Administrative	\$40,163	\$44,271	\$38,952	\$23,708	\$2,128	\$149,222
Operations	\$11,208	\$17,104	\$13,908	\$1,104	\$474	\$44,819
Vehicle Maintenance	\$21,336	\$52,499	\$30,401	\$9,736	\$629	\$116,211
Container Maintenance	\$6,320	\$7,800	\$10,812	\$1,995	\$306	\$27,682
Total Allocated Indirect Costs excluding Depreciation and Interest	\$79,087	\$114,914	\$114,077	\$46,563	\$3,537	\$341,338
Total Allocated Indirect Depreciation Costs (Form V)	\$710	\$1,050	\$429	\$367	\$26	\$2,982
Annual Implementation Cost Allocation (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$716,821	\$442,819	\$217,865	\$82,219	\$24,963	\$1,484,948
Profit (Insert Operating Ratio below)	96.5%	\$46,299	\$22,796	\$8,632	\$2,991	\$159,918
Total Proposed Costs before Pass-Through Cost Allocation	\$790,174	\$489,489	\$239,851	\$90,851	\$27,954	\$1,644,866
Contractor Pass-Through Costs						
Interest Expense	\$12,850	\$1,772	\$1,204	\$1,036	\$420	\$20,282
Total Contractor Pass-Through Costs	\$12,850	\$1,772	\$1,204	\$1,036	\$420	\$20,282
TOTAL BASE CONTRACTOR'S COMPENSATION	\$803,024	\$491,261	\$241,055	\$91,887	\$28,374	\$1,665,148

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021

D. City of Belmont Allocated Costs - Agency Facilities

	Statistics Used for Year 2021 Cost Allocation Only					Totals
City # of Lifts per year	6,694	4,004	5,148		6,765	15,756.00
SBWMA # Lifts per year (Accounts for Volumes/Events)	242,307	16,784	45,029		34,580	
City # of Lifts per year %	2.7%	23.8%	7.9%		7.2%	
City Total Route Labor hours/year	123.51	23.52	71.62	73.10	291.35	238.05
SBWMA Total Route Labor hours/year	4,706.29	236.00	993.06		5,935.45	
City Total Route Labor hours/year	2.6%	10.8%	7.2%		4.9%	
City # of route hours/year	72.30	22.93	64.95		291.35	160.18
SBWMA # of route hours/year	2,599.51	224.10	939.57		5,935.45	
City # of route hours/year %	2.4%	10.2%	6.9%		4.9%	
City # of Containers	82	57	100		6,793	239.00
SBWMA # of Containers	842	256	528		96,806	
City # of Containers %	0.7%	22.2%	18.9%		7.0%	
	42%	8%	14%		25%	

Agency Facilities	Car and Bin Solid Waste	Car and Bin Organic Materials	Car and Bin Recyclable Materials	Total Drop Box Service (All Materials)	Volumes and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CMAs	\$3,087	\$719	\$2,219	\$2,360	\$479	\$9,078
Bonuses for CMAs	\$1,864	\$315	\$1,072	\$1,103	\$224	\$4,608
Payroll Taxes	\$352	\$63	\$191	\$196	\$40	\$832
Workers Compensation Insurance	\$324	\$54	\$163	\$168	\$34	\$708
Total Direct Labor Related Costs	\$6,417	\$1,231	\$3,714	\$3,827	\$777	\$16,021
Direct Fuel Costs	\$914	\$16	\$216	\$164	\$41	\$1,271
Other Direct Costs	\$976	\$183	\$358	\$574	\$113	\$2,402
Depreciation - Collection Vehicles	\$2,002	\$389	\$1,209	\$1,244	\$198	\$5,132
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$2,002	\$400	\$1,209	\$1,244	\$198	\$5,133
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From Y)						
General and Administrative (using lifts for Agency Costs)	\$6,940	\$1,322	\$3,993	\$4,108	\$1,029	\$17,392
Operations	\$979	\$186	\$563	\$579	\$107	\$2,404
Vehicle Maintenance	\$1,871	\$356	\$1,076	\$1,107	\$204	\$4,614
Container Maintenance (using lifts for Agency Costs)	\$998	\$190	\$574	\$590	\$147	\$2,499
Total Allocated Indirect Costs including Depreciation and Interest	\$10,788	\$2,054	\$6,203	\$6,385	\$1,477	\$26,909
Total Allocated Indirect Depreciation Costs (From Y)	\$0	\$0	\$0	\$0	\$0	\$0
Annual Implementation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$29,918	\$3,982	\$12,824	\$12,276	\$2,638	\$59,638
Profit (insert Operating Ratio below)	\$2,895	\$468	\$1,242	\$1,289	\$277	\$6,171
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$23,045	\$4,488	\$11,582	\$11,675	\$2,911	\$53,467
Contractor Pass-Through Costs						
Interest Expense	\$46	\$83	\$236	\$264	\$42	\$1,092
Total Contractor Pass-Through Costs	\$46	\$83	\$236	\$264	\$42	\$1,092
TOTAL BASE CONTRACTOR'S COMPENSATION	\$23,091	\$4,571	\$11,818	\$11,939	\$2,953	\$54,559

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Trucks	
2014	4,784	3,380	3,640	63	
2015	5,408	3,640	4,310	64	
2016	6,694	4,004	5,108	74	
Rolling Three-Year Average	5,599	3,675	4,316	68	

SEWMA COLLECTION AGREEMENT
 Proposed Compensation 2021
 B. Cost of Reduced Absentee Costs - Agency Facilities

Step 1: Under Based Adjustments

	2014 17%	204 17%	204 17%	204 17%	204 17%	204 17%	204 17%	204 17%
PT CH W-Boysen (2017 Landed as Example)	204 17%	204 17%	204 17%	204 17%	204 17%	204 17%	204 17%	204 17%
CT CH W-Boysen (2017 Landed as Example)	204 17%	204 17%	204 17%	204 17%	204 17%	204 17%	204 17%	204 17%
CT CH W-Boysen Adjustment	700 0%	700 0%	700 0%	700 0%	700 0%	700 0%	700 0%	700 0%
PT CH W-Medical (2017 Landed as Example)	477 81%	477 81%	477 81%	477 81%	477 81%	477 81%	477 81%	477 81%
CT CH W-Medical (2017 Landed as Example)	477 81%	477 81%	477 81%	477 81%	477 81%	477 81%	477 81%	477 81%
CT CH W-Medical Adjustment	100 0%	100 0%	100 0%	100 0%	100 0%	100 0%	100 0%	100 0%
PT CH L-Moore Paid (2017 Landed as Example)	209 21%	209 21%	209 21%	209 21%	209 21%	209 21%	209 21%	209 21%
CT CH L-Moore Paid (2017 Landed as Example)	209 21%	209 21%	209 21%	209 21%	209 21%	209 21%	209 21%	209 21%
CT CH L-Moore Paid Adjustment	700 0%	700 0%	700 0%	700 0%	700 0%	700 0%	700 0%	700 0%
PT CH L-Moore Paid (2017 Landed as Example)	209 983	209 983	209 983	209 983	209 983	209 983	209 983	209 983
CT CH L-Moore Paid (2017 Landed as Example)	209 983	209 983	209 983	209 983	209 983	209 983	209 983	209 983
CHU Adjustment	700 0%	700 0%	700 0%	700 0%	700 0%	700 0%	700 0%	700 0%

Agency Facilities	Car and Bus Wear E	Car and Bus Operate Months D	Car and Bus Repairable Months F	Fuel/Other Items (Oil Maintenance) H	Wages and Fringe I	Agency Facilities Total
Absent Cost of Operations						
Direct Labor Related Costs						
Wages for CHUs	\$1,862	\$779	\$2,250	\$2,346	\$479	\$13,879
Benefits for CHUs	\$1,864	\$779	\$1,872	\$1,101	\$224	\$4,618
Payroll Taxes	\$112	\$49	\$101	\$106	\$40	\$322
Welfare/Compensation Expenses	\$281	\$24	\$62	\$108	\$24	\$222
Total Direct Labor Related Costs	\$6,407	\$1,210	\$4,114	\$4,621	\$727	\$16,029
Other Direct Costs	\$114	\$48	\$296	\$164	\$41	\$1,279
Depreciation - Company Vehicles	\$1,202	\$480	\$1,206	\$1,244	\$196	\$5,538
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Container Equipment	\$2,500	\$400	\$1,206	\$1,244	\$196	\$5,538
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Advanced Inflation Costs including Depreciation and Interest (from 1%)	\$6,942	\$1,322	\$1,290	\$4,138	\$1,020	\$17,382
Operational and Administrative (Living Allow for Agency Costs)	\$979	\$186	\$569	\$579	\$107	\$2,414
Vehicle Maintenance	\$1,815	\$156	\$1,276	\$1,147	\$294	\$4,614
Container Maintenance (Using Allow for Agency Costs)	\$498	\$106	\$374	\$196	\$147	\$2,406
Total Advanced Inflation Costs including Depreciation and Interest	\$10,738	\$2,054	\$6,200	\$6,580	\$1,477	\$26,900
Total Advanced Inflation Depreciation Costs (from 1%)	\$04	\$13	\$14	\$41	\$4	\$104
Annual Implementation Cost (American from A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$28,918	\$5,082	\$17,204	\$12,276	\$2,628	\$91,258
Profit (Absent Operating Costs Below)	\$2,195	\$408	\$1,282	\$1,299	\$277	\$6,408
90.5%						
Total Operating Costs Before Pass-Through Cost Allocation	\$23,098	\$4,689	\$16,296	\$11,979	\$2,351	\$89,279
Contractor Pass-Through Costs						
Insurance Expense	\$166	\$63	\$256	\$264	\$42	\$1,292
Total Contractor Pass-Through Costs	\$248	\$262	\$256	\$264	\$42	\$1,292
TOTAL BASE CONTRACTOR'S COMPENSATION	\$23,244	\$4,951	\$16,440	\$12,243	\$2,393	\$90,481

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. City of Belmont Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments					
	Life	Life	Life	Health	
2014	4,784	3,380	3,640		67
2015	5,408	3,640	4,360		64
2016	6,604	4,004	5,148		74
Prior Year Rolling Three-Year Average	5,999	3,675	4,316		68
2014	4,784	3,380	3,640		67
2015	5,408	3,640	4,360		64
2016	6,604	4,004	5,148		74
Current Year Rolling Three-Year Average	5,999	3,675	4,316		68
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	150.0%	100.0%	100.0%	1

Agency Facilities	Cost and Disposal	Cost and Disposal	Cost and Disposal	Total Operating Services (All Materials)	Visitors and Events	Agency Facilities Total
	Waste	Organic Materials	Recyclable Materials	II	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CDAs	\$1,867	\$719	\$2,241	\$2,360	\$479	\$1,876
Benefits for CDAs	\$1,864	\$515	\$1,872	\$1,303	\$224	\$4,618
Payroll Taxes	\$312	\$65	\$191	\$196	\$40	\$922
Workers Compensation Insurance	\$281	\$51	\$263	\$158	\$18	\$769
Total Direct Labor-Related Costs	\$6,407	\$1,291	\$1,708	\$1,827	\$777	\$16,020
Direct Fuel Costs	\$514	\$98	\$296	\$304	\$61	\$1,273
Other Direct Costs	\$970	\$185	\$538	\$174	\$113	\$2,402
Depreciation - Collection Vehicles	\$2,102	\$300	\$1,209	\$1,244	\$144	\$5,219
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$1,012	\$460	\$1,209	\$1,244	\$198	\$5,233
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 7)						
General and Administrative (using 10% for Agency Costs)	\$6,940	\$1,522	\$1,991	\$4,398	\$1,020	\$17,382
Operations	\$979	\$186	\$563	\$579	\$107	\$2,414
Vehicle Maintenance	\$1,871	\$356	\$1,056	\$1,307	\$284	\$4,614
Container Maintenance (using 10% for Agency Costs)	\$994	\$193	\$574	\$590	\$147	\$1,498
Total Allocated Indirect Costs excluding Depreciation and Interest	\$10,784	\$2,057	\$4,204	\$6,865	\$1,558	\$26,009
Total Allocated Indirect Depreciation Costs (Form 7)	\$0	\$0	\$0	\$0	\$0	\$0
Annual Implementation Cost Allocation (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$28,918	\$3,982	\$12,824	\$12,776	\$2,605	\$51,926
Profit (Insert Operating Ratio below)	\$2,095	\$408	\$1,262	\$1,299	\$277	\$5,401
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$23,095	\$4,400	\$11,296	\$11,475	\$2,913	\$47,277
Contractor Pass-Through Costs						
Interest Expense	\$440	\$85	\$250	\$204	\$42	\$1,061
Total Contractor Pass-Through Costs	\$440	\$85	\$250	\$204	\$42	\$1,061
TOTAL BASE CONTRACTOR'S COMPENSATION	\$23,535	\$4,485	\$11,546	\$11,679	\$2,955	\$48,409

SRWMA COLLECTION AGREEMENT Proposed Compensation **2023**

B. City of Burlingame Allocated Costs - SFD

	Statistics Used for Year 2021 Cost Allocation Only				Total
	2019	2020	2021	2022	
City # of accounts	6,626	6,612	6,526	2,018	6,626.00
SRWMA # of accounts	94,980	94,372	96,721	29,204	94,980.00
City # of accounts %	7.8%	7.8%	7.2%	4.8%	7.8%
City Total Route Labor hours year	5,016.44	2,621.28	2,694.51	892.31	8,024.54
SRWMA Total Route Labor hours year	46,232.55	43,856.20	39,114.12	11,945.24	141,248.11
City Total Route Labor hours year %	6.7%	5.7%	6.9%	4.8%	6.4%
City # of route hours/year	2,798.63	2,146.28	2,211.88	892.31	8,049.10
SRWMA # of route hours/year	42,847.89	38,960.04	34,949.16	11,045.24	129,212.33
City Total Route Labor hours year %	6.3%	5.4%	6.4%	4.8%	6.3%
City Total Containers in Service	6,687	6,719	6,699	2,018	22,123.00
SRWMA Total Containers in Service	96,806	96,284	99,941	29,204	312,535.00
City Total Containers in Service %	6.7%	7.0%	6.7%	4.8%	6.8%

Single Family Dwelling	Roll Rate	Targeted Serviceable Months	Depreciable Materials (Including Vehicle Taxes)	Two-Car Call Collection Fees	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$215,962	\$180,703	\$187,346	\$44,363	\$628,374
Benefits for CBAs	\$116,913	\$87,141	\$88,136	\$33,803	\$325,213
Payroll Taxes	\$21,607	\$11,057	\$11,507	\$4,119	\$58,300
Workers Compensation Insurance	\$18,633	\$11,876	\$13,368	\$4,372	\$58,029
Total Direct Labor-Related Costs	\$473,115	\$390,777	\$399,357	\$126,663	\$1,129,876
Direct Fuel Costs	\$26,736	\$25,698	\$22,213	\$2,969	\$77,616
Other Direct Costs	\$17,211	\$14,191	\$21,623	\$4,617	\$57,632
Depreciation - Collection Vehicles	\$39,965	\$42,855	\$33,872	\$2,672	\$119,364
Depreciation - Containers	\$18,572	\$19,561	\$22,387	\$0	\$60,520
Depreciation for Collection Equipment	\$18,677	\$11,654	\$18,114	\$2,672	\$50,917
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form F)					
General and Administrative	\$124,284	\$129,139	\$125,128	\$8,992	\$487,543
Operation	\$23,626	\$21,211	\$25,426	\$1,018	\$69,281
Vehicle Maintenance	\$49,194	\$46,387	\$44,772	\$1,986	\$132,439
Container Maintenance	\$17,634	\$18,466	\$17,519	\$717	\$54,336
Total Allocated Indirect Costs including Depreciation and Interest	\$214,738	\$215,003	\$212,845	\$12,713	\$843,599
Total Allocated Indirect Depreciation Costs (Form F)	\$11,426	\$11,264	\$11,493	\$0	\$4,236
Annual Implementation Cost Apportionment (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$746,596	\$641,889	\$646,729	\$142,796	\$2,107,891
Profit (Insert Operating Ratio below)	36.5%	\$77,846	\$64,328	\$64,889	\$128,273
Total Proposed Costs before Pass-Through Cost Allocation	\$824,442	\$706,217	\$711,618	\$207,682	\$2,236,164
Contractor Pass-Through Costs					
Interest Expense	\$14,361	\$12,668	\$14,234	\$0	\$41,263
Total Contractor Pass-Through Costs	\$14,361	\$12,668	\$14,234	\$0	\$41,263
TOTAL BASE CONTRACTOR'S COMPENSATION	\$838,803	\$718,885	\$725,852	\$207,682	\$2,277,427

Service Level Statistics Used for Future Service Level Cost Adjustments			
	Accounts	Accounts	Accounts
2014	6,604	6,604	6,604
2015	6,608	6,608	6,608
2016	6,626	6,626	6,626
Rolling Three-Year Average	6,613	6,613	6,613

SRM04 COLLECTION AGREEMENT
 B. City of Danvers, Allocated Costs - SED

Proposed Composites

2023

Step 1. Labor Based Adjustments

PP-CR-18-0019 (2017 Land in Example)	204.17%	204.17%	204.17%	204.17%	204.17%
CC-CR-18-0019 (2017 Land in Example)	204.17%	204.17%	204.17%	204.17%	204.17%
CR-18-0019 (Adjusted)	199.9%	199.9%	199.9%	199.9%	199.9%
PP-CR-18-0019 (2017 Land in Example)	477.81%	477.81%	477.81%	477.81%	477.81%
CC-CR-18-0019 (2017 Land in Example)	477.81%	477.81%	477.81%	477.81%	477.81%
CR-18-0019 (Adjusted)	199.9%	199.9%	199.9%	199.9%	199.9%
PP-CR-18-0019 (2017 Land in Example)	209.21%	209.21%	209.21%	209.21%	209.21%
CC-CR-18-0019 (2017 Land in Example)	209.21%	209.21%	209.21%	209.21%	209.21%
CR-18-0019 (Adjusted)	199.9%	199.9%	199.9%	199.9%	199.9%
PP-CR-18-0019 (2017 Land in Example)	209.91%	209.91%	209.91%	209.91%	209.91%
CC-CR-18-0019 (2017 Land in Example)	209.91%	209.91%	209.91%	209.91%	209.91%
CR-18-0019 (Adjusted)	199.9%	199.9%	199.9%	199.9%	199.9%

Assessed Cost of Operations	Single Family Dwelling				
	Sub-System A	Target Revenue Maximum B	System Revenue Including Allowance C	Theoretical Collection Rate D	Single Family Dwelling Total
Assessed Cost of Operations					
Direct Labor Related Costs					
Wages for Crews	\$211,042	\$207,714	\$187,746	\$61,968	\$62,136
Benefits for Crews	\$216,419	\$217,141	\$196,296	\$21,845	\$17,216
Fuel for Tractor	\$21,641	\$15,491	\$15,491	\$6,191	\$6,786
Wasteful Compensation Benefits	\$2,250	\$2,250	\$2,250	\$2,250	\$4,500
Lead Based Lead Education	\$66,660	\$29,787	\$194,477	\$103,693	\$1,113,76
Other Direct Costs	\$2,776	\$21,648	\$22,201	\$2,946	\$7,146
Other Indirect Costs					
Depreciation - Collection Vehicles	\$11,239	\$11,239	\$29,420	\$4,637	\$26,119
Depreciation - Collection	\$29,860	\$32,919	\$50,800	\$2,632	\$10,682
Depreciation - Collection Equipment	\$16,212	\$16,212	\$22,247	\$6,129	\$6,129
Depreciation for Collection Equipment	\$19,477	\$19,477	\$19,479	\$2,632	\$17,913
Leave	\$0	\$0	\$0	\$0	\$0
Adjusted Indirect Costs including Depreciation and Leave (from B)					
Operational Administration	\$214,296	\$213,126	\$229,126	\$4,993	\$187,126
Operations	\$21,626	\$22,231	\$22,626	\$2,026	\$6,296
Vehicle Maintenance	\$61,716	\$66,147	\$66,716	\$2,196	\$12,416
Collection Maintenance	\$7,726	\$3,846	\$7,216	\$717	\$3,412
Total Adjusted Indirect Costs including Depreciation and Leave	\$110,644	\$126,360	\$125,844	\$8,619	\$61,160
Total Assessed Labor Operations Cost (from B)	\$1,426	\$2,214	\$1,471	\$42	\$4,229
Assessed Supervision Cost (from B)	\$0	\$0	\$0	\$0	\$0
Total Assessed Cost of Operations	\$141,096	\$141,096	\$149,599	\$12,796	\$149,599
Proble (Assess Operating Ratio Index)	\$77,266	\$41,239	\$46,239	\$12,866	\$29,179
Total Proposed Cash Index From Through Cost Allocation	\$97,127	\$27,127	\$46,926	\$13,666	\$43,926
Customer Fees Through Costs	\$11,111	\$22,106	\$14,221	\$6,111	\$6,129
Total Contractor Fees Through Costs	\$28,641	\$14,986	\$14,629	\$6,750	\$28,822
TOTAL BASE CONTRACTOR'S COMPENSATION	\$107,298	\$36,981	\$17,926	\$13,626	\$24,221

SRMNA COLLECTION AGREEMENT
B. Cost of Business, Absorbed Costs, STD

Proposed Compensation

2021

Fig 2. Single Land Adjustment

	2014	2015	2016	2017	2018	2019	2020	2021
Current Year Bidder Three Year Average	4,604	4,608	4,625	4,631	4,636	4,641	4,646	4,651
2020 Single Land Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
2021 Single Land Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Annual Cost of Operations	Single Family Dwelling				
	Actual Year	Target Budget	Open House (Including Taxes)	Two-Week Callers/Visits	Single Family Dwelling Total
Annual Labor Costs including Depreciation and Inflation from %	\$23,762	\$38,713	\$37,246	\$62,363	\$62,363
Single Land Cost	\$136,161	\$136,161	\$136,161	\$136,161	\$136,161
Marketing Costs	\$21,487	\$12,517	\$12,517	\$12,517	\$12,517
Fixed Costs	\$22,825	\$22,825	\$22,825	\$22,825	\$22,825
Builder Compensation/Incentive	\$400,000	\$291,937	\$394,471	\$199,549	\$117,176
Total Three Year Bidder Cost	\$524,235	\$524,235	\$524,235	\$524,235	\$524,235
Other Direct Costs	\$25,706	\$25,706	\$25,711	\$2,506	\$1,489
Depreciation - Customer Vehicles	\$19,200	\$19,200	\$19,200	\$19,200	\$19,200
Depreciation - Customer Dependence for Collection Equipment	\$18,577	\$18,577	\$18,577	\$18,577	\$18,577
Loss	\$0	\$0	\$0	\$0	\$0
Total Annual Labor Costs including Depreciation and Inflation from %	\$42,955	\$97,217	\$97,234	\$102,646	\$102,646
General and Administrative	\$23,762	\$42,955	\$42,955	\$42,955	\$42,955
Operating Vehicle Expenses	\$10,713	\$10,713	\$10,713	\$10,713	\$10,713
Customer Incentives	\$17,144	\$18,644	\$20,144	\$17,144	\$17,144
Total Annual Labor Costs including Depreciation and Inflation from %	\$23,762	\$42,955	\$42,955	\$42,955	\$42,955
Annual Inflation/Depreciation Cost Inflation from %	\$0	\$0	\$0	\$0	\$0
Annual Inflation/Depreciation Cost Inflation from %	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$42,955	\$97,217	\$97,234	\$102,646	\$102,646
Fixed (Owner Operating Items below)	\$17,144	\$18,644	\$20,144	\$17,144	\$17,144
Total Proposed Costs before Fees Through Cost Allocation	\$25,811	\$78,573	\$77,090	\$85,502	\$85,502
Customer Fee Through Costs	\$14,241	\$12,648	\$14,241	\$14,241	\$14,241
Owner Fee Through Costs	\$11,570	\$11,570	\$11,570	\$11,570	\$11,570
Total Customer Fee Through Costs	\$25,811	\$25,218	\$28,482	\$28,482	\$28,482
TOTAL BASE CONTRACTORS COMPENSATION	\$25,811	\$25,218	\$28,482	\$28,482	\$28,482

SRWMA COLLECTION AGREEMENT Proposed Compensation 2013

D. City of Redding: Allocated Costs - MFD & Commercial

	Statistics Used for Year 2013 Cost Allocation Only					Total
	2010	2011	2012	2013	2014	
City # of Accounts	1,382	1,384	221	20	2,007	3,014.00
SRWMA # of Accounts	10,312.00	10,295.00	1,712.00	295.00	29,504.00	22,449.00
City # of Accounts %	13.4%	13.6%	12.9%	18.7%	6.8%	13.4%
City Total Route Labor hours year	6,863.99	1,793.41	739.41	1,617.92	810.31	13,808.07
SRWMA Total Route Labor hours year	47,871.43	27,111.92	6,736.63	6,167.11	13,543.24	87,500.33
City Total Route Labor hours year %	14.3%	14.0%	10.8%	26.2%	6.0%	14.4%
City # of route hours/year	4,061.34	1,011.82	499.76	1,017.92	512.31	8,796.84
SRWMA # of route hours/year	31,507.08	21,241.12	6,640.00	6,167.11	13,041.24	68,761.57
City # of route hours/year %	11.6%	11.7%	11.4%	28.2%	6.8%	11.2%
City Total Containers in Service	2,494	2,686	296	27	2,018	5,503.00
SRWMA Total Containers in Service	17,238.00	14,761.00	2,019.00	311.00	29,364.00	36,853.00
City Total Containers in Service %	14.2%	12.6%	14.4%	8.1%	6.8%	14.6%

MFD & Commercial	Contract for Solid Waste	Contract for Recyclable Materials	Contract for Organic Materials (including Utility Taxes)	Total Drop Box Services (All Materials)	Two (2)-Call Collection Events	MFD & Commercial Total
	F	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$729,919	\$282,906	\$81,094	\$128,836	\$9,839	\$1,232,594
Benefits for CBAs	\$347,561	\$126,717	\$25,717	\$43,079	\$4,867	\$548,931
Payroll Taxes	\$60,646	\$23,138	\$6,797	\$10,799	\$831	\$102,121
Workers Compensation Insurance	\$21,355	\$22,136	\$5,821	\$9,178	\$702	\$59,292
Total Direct Labor-Related Costs	\$1,139,481	\$454,937	\$119,429	\$191,892	\$15,209	\$1,820,948
Direct Fuel Costs	\$62,997	\$21,628	\$10,915	\$12,805	\$1,076	\$119,421
Other Direct Costs	\$86,177	\$44,460	\$15,262	\$23,137	\$1,480	\$170,516
Depreciation - Collection Vehicles	\$77,218	\$41,464	\$19,506	\$19,806	\$1,424	\$159,428
Depreciation - Containers	\$17,436	\$12,413	\$12,908	\$0	\$256	\$42,813
Depreciation for Collection Equipment	\$94,974	\$11,879	\$11,814	\$1,886	\$1,280	\$216,732
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Interest/From %)						
General and Administrative	\$125,869	\$141,349	\$131,492	\$19,270	\$2,012	\$419,992
Operations	\$24,892	\$27,465	\$27,008	\$30,956	\$409	\$111,567
Vehicle Maintenance	\$47,375	\$32,494	\$32,997	\$19,047	\$866	\$132,889
Container Maintenance	\$15,140	\$15,520	\$24,205	\$6,738	\$222	\$57,825
Total Allocated Indirect Costs (including Depreciation and Interest)	\$213,276	\$216,828	\$225,702	\$116,007	\$13,509	\$685,321
Total Allocated Indirect Depreciation Costs (From %)	\$1,569	\$1,487	\$1,447	\$1,214	\$26	\$6,047
Annual Depreciation Cost (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,452,944	\$895,734	\$485,848	\$409,386	\$33,739	\$2,867,641
Profit (Insert Operating Ratio below)	\$170,915.79	\$85,628	\$45,740	\$42,869	\$2,489	\$348,641
Total Proposed Costs before Pass-Through Cost Allocation	\$1,623,860	\$981,362	\$531,588	\$452,255	\$36,228	\$3,216,282
Contractor Pass-Through Costs						
Invoice Expense	\$29,171	\$16,779	\$9,938	\$6,108	\$399	\$62,495
Total Contractor Pass-Through Costs	\$29,171	\$16,779	\$9,938	\$6,108	\$399	\$62,495
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,653,031	\$1,000,141	\$541,526	\$458,363	\$36,627	\$3,278,777

	Service Level Metrics Used for Future Service Level Cost Adjustments			
	2014	2015	2016	2017
2014	200,336	201,391	29,375	1,486
2015	200,746	212,479	31,772	1,420
2016	195,507	212,933	33,418	1,390
Billing Three-Year Average	198,876	209,601	31,528	1,429

SJWMA COLLECTION AGREEMENT Proposed Compensation 2021
D. City of Burlingame Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments										
	2014	2015	2016	Prior Year Rolling Three-Year Average	2014	2015	2016	Current Year Rolling Three-Year Average	100% Service Level Adjustment Factor	90% Service Level Adjustment Factor
Leads	298,356	299,766	193,507	198,870	Leads	298,356	299,766	193,507	100.0%	100.0%
Leads	298,356	299,766	193,507	198,870	Leads	298,356	299,766	193,507	100.0%	100.0%
Leads	298,356	299,766	193,507	198,870	Leads	298,356	299,766	193,507	100.0%	100.0%
Leads	298,356	299,766	193,507	198,870	Leads	298,356	299,766	193,507	100.0%	100.0%

MFD & Commercial	Cost and Fee-Related	Cost and Fee	Cost and Fee-Related	Total Direct	Two-Or-Call	MFD & Commercial Total
	Wages	Materials	Materials (Including Vehicle Fuel)	Services (L&M Materials)	Collection Events	
	\$	\$	\$	\$	\$	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for Crews	\$728,923	\$282,966	\$81,694	\$1,093,583	\$9,891	\$1,212,248
Bonuses for Crews	\$467,963	\$246,717	\$21,701	\$736,381	\$4,863	\$1,045,862
Fringe Taxes	\$616,646	\$213,158	\$6,797	\$836,601	\$423	\$1,043,223
Workers Compensation Insurance	\$11,533	\$20,126	\$1,821	\$33,480	\$202	\$35,732
Total Direct Labor Related Costs	\$1,825,065	\$542,967	\$112,013	\$2,480,046	\$15,379	\$2,579,994
Direct Fuel Costs	\$62,907	\$27,624	\$10,433	\$100,964	\$1,976	\$134,942
Other Direct Costs	\$86,373	\$44,400	\$13,202	\$143,975	\$1,489	\$169,164
Depreciation - Collection Vehicles	\$77,558	\$40,484	\$19,396	\$137,438	\$1,224	\$159,347
Depreciation - Containers	\$17,496	\$13,413	\$12,308	\$43,217	\$9	\$62,433
Depreciation for Collection Equipment	\$94,974	\$51,879	\$19,854	\$166,707	\$1,256	\$200,732
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Interest) (From N)						
General and Administrative	\$123,863	\$131,347	\$131,492	\$386,702	\$1,492	\$424,428
Operations	\$24,892	\$27,443	\$27,608	\$80,943	\$419	\$111,367
Vehicle Maintenance	\$47,379	\$12,430	\$12,817	\$72,626	\$90	\$102,849
Container Maintenance	\$18,242	\$16,395	\$14,243	\$48,780	\$299	\$73,420
Total Allocated Indirect Costs (including Depreciation and Interest)	\$214,376	\$287,615	\$296,160	\$588,051	\$3,500	\$666,522
Total Allocated Indirect Depreciation Costs (From N)	\$1,389	\$1,693	\$1,443	\$4,125	\$26	\$6,747
Annual Implementation Cost Allocation (From N)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$2,040,296	\$830,582	\$413,643	\$3,284,521	\$20,704	\$3,325,828
Profit (Insert Operating Ratio below)	\$179,936	\$89,429	\$49,742	\$428,899	\$1,489	\$569,449
Total Proposed Costs before Pass-Through Cost Allocation	\$1,860,360	\$741,153	\$363,901	\$2,854,220	\$19,215	\$2,997,644
Contractor Pass-Through Costs						
Service Expense	\$29,077	\$16,379	\$9,908	\$65,364	\$199	\$102,834
Total Contractor Pass-Through Costs	\$29,077	\$16,379	\$9,908	\$65,364	\$199	\$102,834
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,889,437	\$757,532	\$373,809	\$2,919,584	\$20,414	\$3,100,478

SRWMA COLLECTION AGREEMENT Proposed Compensation 2023

D. City of Burlingame Allocated Costs - Agency Facilities

	Statistics Used for Year 2023 Cost Allocation Only				Totals
City # of Lids per year	37,234	1,144	4,680	4,326	41,184
SRWMA # Lids per year (Accounts for Vessel Events)	242,507	16,748	65,839	94,590	414,594
City # of Lids per year %	21.6%	4.8%	7.2%	7.6%	
City Total Route Labor hours year	1,123.36	21.82	66.42	893.34	1,209.40
SRWMA Total Route Labor hours year	4,736.19	236.06	893.36	5,915.45	
City Total Route Labor hours year %	23.8%	8.2%	8.7%	27.6%	
City # of route boxes/year	350.88	20.09	42.93	1,600.99	187.42
SRWMA # of route boxes/year	2,399.51	224.16	839.57	5,915.45	
City # of route boxes/year %	28.6%	8.2%	6.6%	27.6%	
City # of Containers	17	15	22	6,697	12.00
SRWMA # of Containers	842	256	528	96,806	
City # of Containers %	7.2%	7.1%	4.2%	6.7%	

Agency Facilities	Cart and Box Solid Waste	Cart and Box Organic Materials	Cart and Box Recyclable Materials	Total Dry Bulk Services (SD Materials)	Vessels and Events	Agency Facilities Total
	E	G	F	D	I	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CSAs	\$24,878	\$484	\$1,474	\$8,772	\$2,617	\$38,265
Bonuses for CSAs	\$11,630	\$236	\$689	\$4,170	\$1,242	\$17,967
Payroll Taxes	\$2,876	\$40	\$123	\$736	\$223	\$4,000
Workers Compensation Insurance	\$1,772	\$34	\$102	\$622	\$189	\$2,720
Total Direct Labor Related Costs	\$41,156	\$794	\$2,386	\$14,200	\$4,261	\$62,837
Direct Fuel Costs	\$2,644	\$52	\$158	\$936	\$317	\$4,111
Other Direct Costs	\$1,021	\$19	\$296	\$1,772	\$636	\$3,835
Depreciation - Collection Vehicles	\$19,839	\$211	\$642	\$3,822	\$1,180	\$26,615
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$19,839	\$211	\$642	\$3,822	\$1,180	\$26,615
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From F)						
General and Administrative (using Lids for Agency Costs)	\$20,703	\$399	\$1,266	\$7,144	\$229	\$30,001
Operations	\$5,887	\$111	\$336	\$1,786	\$572	\$7,692
Vehicle Maintenance	\$9,490	\$188	\$573	\$3,403	\$1,110	\$14,764
Container Maintenance (using Lids for Agency Costs)	\$2,519	\$47	\$173	\$1,039	\$344	\$4,122
Total Allocated Indirect Costs including Depreciation and Interest	\$38,609	\$745	\$2,348	\$13,362	\$2,365	\$57,430
Total Allocated Indirect Depreciation Costs (From F)	\$154	\$1	\$21	\$123	\$36	\$345
Annual Implementation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$97,288	\$1,890	\$4,738	\$44,276	\$9,288	\$167,480
Profit (Insert Operating Ratio below)	\$19,284	\$399	\$664	\$3,798	\$973	\$25,118
96.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$116,572	\$2,289	\$5,402	\$48,074	\$10,261	\$192,597
Contractor Pass-Through Costs						
Interest Expense	\$1,296	\$47	\$136	\$810	\$273	\$2,562
Total Contractor Pass-Through Costs	\$1,296	\$47	\$136	\$810	\$273	\$2,562
TOTAL BASE CONTRACTOR'S COMPENSATION	\$117,868	\$2,336	\$5,538	\$48,884	\$10,534	\$195,159

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Lids	Lids	Lids	Heads
2014	51,488	884	1,976	297
2015	57,218	988	2,249	400
2016	57,234	1,144	4,680	410
Rolling Three-Year Average	55,647	1,005	2,955	366

SARMA COLLECTION AGREEMENT
 D. City of Blandstone, Municipal Corp., Agency Position

Proposed Compensation

2021

Step 1: Salary Band Adjustments

PT C91 W/ 30 Days (2017) (and in Example)	204,176	204,176	204,176	204,176	204,176	204,176	204,176
CT C91 W/ 30 Days (2017) (and in Example)	204,176	204,176	204,176	204,176	204,176	204,176	204,176
CT N/ 30 Days Adjustment	198.0%	198.0%	198.0%	198.0%	198.0%	198.0%	198.0%
PT C91 W/ 30 Days (2017) (and in Example)	477,813	477,813	477,813	477,813	477,813	477,813	477,813
CT C91 W/ 30 Days (2017) (and in Example)	477,813	477,813	477,813	477,813	477,813	477,813	477,813
CT N/ 30 Days Adjustment	198.0%	198.0%	198.0%	198.0%	198.0%	198.0%	198.0%
PT C91 W/ 30 Days (2017) (and in Example)	209,212	209,212	209,212	209,212	209,212	209,212	209,212
CT C91 W/ 30 Days (2017) (and in Example)	209,212	209,212	209,212	209,212	209,212	209,212	209,212
CT N/ 30 Days Adjustment	198.0%	198.0%	198.0%	198.0%	198.0%	198.0%	198.0%
PT C91 W/ 30 Days (2017) (and in Example)	204,983	204,983	204,983	204,983	204,983	204,983	204,983
CT C91 W/ 30 Days (2017) (and in Example)	204,983	204,983	204,983	204,983	204,983	204,983	204,983
CT N/ 30 Days Adjustment	198.0%	198.0%	198.0%	198.0%	198.0%	198.0%	198.0%

Agency Facilities	Cost and Fee Sold		Cost and Fee		Cost and Fee		Total Agency Fee		Agency Facilities	
	Agency	Market	Agency	Market	Agency	Market	Agency	Market	Agency	Market
Assess Cost of Operations										
Direct Labor - Assessor/Com	\$24,678	\$688	\$2,474	\$6,233	\$8,722	\$2,447	\$28,241	\$17,388	\$18,241	\$17,388
Supplies for Office	\$12,638	\$229	\$668	\$4,101	\$2,242	\$2,242	\$17,788	\$17,788	\$17,788	\$17,788
Building for Office	\$2,729	\$40	\$127	\$759	\$229	\$229	\$1,044	\$1,044	\$1,044	\$1,044
Travel	\$2,232	\$24	\$10	\$22	\$10	\$10	\$2,222	\$2,222	\$2,222	\$2,222
Utilities/Computer Expenses	\$61,311	\$781	\$2,796	\$14,229	\$4,139	\$4,139	\$62,361	\$62,361	\$62,361	\$62,361
Other Field Costs	\$2,064	\$27	\$118	\$659	\$107	\$107	\$4,211	\$4,211	\$4,211	\$4,211
Depreciation - Customer Vehicles	\$10,027	\$98	\$208	\$1,722	\$129	\$129	\$7,429	\$7,429	\$7,429	\$7,429
Depreciation - Computers	\$10,939	\$21	\$462	\$3,002	\$1,209	\$1,209	\$16,407	\$16,407	\$16,407	\$16,407
Depreciation for Cellular Equipment	\$10,939	\$21	\$462	\$3,002	\$1,209	\$1,209	\$16,407	\$16,407	\$16,407	\$16,407
Less	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Values (Cost including Depreciation and Interest) from 10	\$20,139	\$209	\$1,239	\$7,239	\$2,247	\$3,039	\$28,241	\$17,388	\$18,241	\$17,388
Standard and Administration (Using 10% for Agency Cost)	\$2,014	\$21	\$124	\$724	\$225	\$225	\$17,388	\$17,388	\$17,388	\$17,388
Office Supplies	\$2,014	\$21	\$124	\$724	\$225	\$225	\$17,388	\$17,388	\$17,388	\$17,388
Vehicle Expenses (Using 10% for Agency Cost)	\$2,014	\$21	\$124	\$724	\$225	\$225	\$17,388	\$17,388	\$17,388	\$17,388
Standard Admin (Cost including Depreciation and Interest)	\$17,103	\$219	\$1,219	\$7,219	\$2,022	\$2,022	\$17,103	\$17,103	\$17,103	\$17,103
Total Standard Admin (Cost including Depreciation and Interest)	\$204	\$21	\$127	\$727	\$229	\$229	\$1,729	\$1,729	\$1,729	\$1,729
Asset Depreciation (Cost: 30,000/10=3,000)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Asset Depreciation (Cost: 30,000/10=3,000)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Assess Cost of Operations	\$67,298	\$1,298	\$3,739	\$14,739	\$4,476	\$19,298	\$19,298	\$19,298	\$19,298	\$19,298
Profit (Insert Operating Ratio Below)	\$16,298	\$298	\$688	\$3,298	\$898	\$898	\$16,298	\$16,298	\$16,298	\$16,298
94.5%										
Total Operating Costs before Pass-Through Cost Adjustments	\$83,596	\$1,596	\$4,427	\$18,037	\$5,374	\$19,298	\$19,298	\$19,298	\$19,298	\$19,298
Commuter Pass-Through Costs	\$12,238	\$40	\$119	\$1,119	\$229	\$229	\$12,238	\$12,238	\$12,238	\$12,238
Travel Expense	\$1,629	\$40	\$119	\$1,119	\$229	\$229	\$1,629	\$1,629	\$1,629	\$1,629
Total Commuter Pass-Through Costs	\$13,867	\$80	\$138	\$1,238	\$258	\$258	\$13,867	\$13,867	\$13,867	\$13,867
TOTAL BASE CONTRACTOR'S COMPENSATION										

SRMWA COLLECTION AGREEMENT
 B. City of Buena Vista, Alameda County, Agency Facilities
 Proposed Compensation 2021

Step 3: Service Level Adjustment

	2014	2015	2016	2017	2018	2019	2020	2021
2020 Service Level Adjustment Factor	100%	100%	100%	100%	100%	100%	100%	100%
2021 Service Level Adjustment Factor	100%	100%	100%	100%	100%	100%	100%	100%

Agency Facilities	Current Bid Total		Current Bid		Current Bid		2nd Step Bid		Service Level		Agency Facilities Total
	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	
Agency Facilities											
Board Labor - Board Costs	\$24,879	\$444	\$1,274	\$6,732	\$6,732	\$2,107	\$2,107	\$2,107	\$2,107	\$2,107	\$18,250
Agency for CSW	\$11,549	\$25	\$46	\$4,105	\$4,105	\$1,242	\$1,242	\$1,242	\$1,242	\$1,242	\$17,586
Board for CSW	\$2,729	\$49	\$123	\$1,179	\$1,179	\$351	\$351	\$351	\$351	\$351	\$1,154
Boarder Compensation - Boarder	\$1,232	\$24	\$102	\$924	\$924	\$287	\$287	\$287	\$287	\$287	\$1,225
Total Board Labor Related Costs	\$40,379	\$732	\$2,346	\$13,043	\$13,043	\$4,026	\$4,026	\$4,026	\$4,026	\$4,026	\$36,235
Board Fuel Costs	\$2,044	\$32	\$118	\$1,018	\$1,018	\$317	\$317	\$317	\$317	\$317	\$4,175
Other Board Costs	\$1,022	\$16	\$54	\$464	\$464	\$146	\$146	\$146	\$146	\$146	\$1,729
Depreciation - Collection Vehicle	\$10,000	\$211	\$412	\$3,627	\$3,627	\$1,128	\$1,128	\$1,128	\$1,128	\$1,128	\$14,445
Depreciation - Collection	\$5	\$1	\$2	\$18	\$18	\$6	\$6	\$6	\$6	\$6	\$6
Depreciation for Collection Equipment	\$10,000	\$211	\$412	\$3,627	\$3,627	\$1,128	\$1,128	\$1,128	\$1,128	\$1,128	\$14,445
Total	\$53,448	\$1,002	\$2,828	\$24,487	\$24,487	\$7,539	\$7,539	\$7,539	\$7,539	\$7,539	\$66,415
Board Labor Costs including Depreciation and Board Fuel	\$42,422	\$768	\$2,464	\$17,161	\$17,161	\$5,146	\$5,146	\$5,146	\$5,146	\$5,146	\$48,210
Boarder Vehicle Depreciation	\$10,000	\$211	\$412	\$3,627	\$3,627	\$1,128	\$1,128	\$1,128	\$1,128	\$1,128	\$14,445
Collection Boarder (Using \$10 for Agency Costs)	\$2,729	\$49	\$123	\$1,179	\$1,179	\$351	\$351	\$351	\$351	\$351	\$1,154
Total Board Labor Costs including Depreciation and Board Fuel	\$55,151	\$1,028	\$2,999	\$23,267	\$23,267	\$7,576	\$7,576	\$7,576	\$7,576	\$7,576	\$64,260
Board Depreciation/Collection Agency from \$1	\$5	\$1	\$2	\$18	\$18	\$6	\$6	\$6	\$6	\$6	\$6
Total Agency Cost of Operations	\$55,156	\$1,029	\$3,001	\$23,285	\$23,285	\$7,582	\$7,582	\$7,582	\$7,582	\$7,582	\$64,266
Profit (Insert Operating Margin Below)	\$14,264	\$369	\$844	\$12,248	\$12,248	\$3,755	\$3,755	\$3,755	\$3,755	\$3,755	\$15,586
Total Operating Costs before Pass Through Fuel Allowance	\$40,892	\$660	\$2,157	\$11,037	\$11,037	\$3,827	\$3,827	\$3,827	\$3,827	\$3,827	\$48,680
Contractor Pass Through Costs	\$1,279	\$41	\$16	\$134	\$134	\$43	\$43	\$43	\$43	\$43	\$1,322
Total Customer Pass Through Costs	\$1,279	\$41	\$16	\$134	\$134	\$43	\$43	\$43	\$43	\$43	\$1,322
TOTAL BAAE CONTRACTOR'S COMPENSATION	\$1,279	\$41	\$16	\$134	\$134	\$43	\$43	\$43	\$43	\$43	\$1,322

SRWMA COLLECTION AGREEMENT Proposed Compensation 2023

D. City of East Palo Alto Allocated Costs - SFD

	Statistics Used for Year 2023 Cost Allocation Only				Total
	2019	2020	2021	2022	
City # of accounts	4,314	4,314	4,311	4,347	4,186
SRWMA # of accounts	94,580	94,172	90,725	29,306	94,580
City # of accounts %	4.4%	4.4%	4.6%	5.4%	4.4%
City Total Route Labor hours year	2,476.39	1,872.18	1,956.61	728.08	6,983
SRWMA Total Route Labor hours year	46,232.55	42,856.20	39,118.12	13,665.24	140,248
City Total Route Labor hours year %	3.8%	4.4%	3.8%	3.8%	3.8%
City # of units hours/year	2,180.18	1,651.79	1,842.89	728.08	6,407
SRWMA # of units hours/year	42,847.84	38,180.04	34,949.36	13,045.24	129,222
City Total Route Labor hours year %	3.2%	4.3%	3.8%	3.4%	3.8%
City Total Containers in Service	4,222	4,176	4,207	1,647	14,252
SRWMA Total Containers in Service	96,806	96,284	99,941	29,306	322,133
City Total Containers in Service %	4.4%	4.3%	4.2%	3.8%	4.4%

Single Family Dwelling	Solid Waste	Recycled Recyclable Materials	Organic Materials (Including Holiday Tons)	Tree On-Cut Collection Fees	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CDAs	\$294,363	\$136,113	\$131,905	\$70,000	\$572,381
Benefits for CDAs	\$94,423	\$47,208	\$44,022	\$23,093	\$208,746
Payroll Taxes	\$17,095	\$11,608	\$11,165	\$4,196	\$44,064
Workers Compensation Insurance	\$16,502	\$7,000	\$6,080	\$3,507	\$33,089
Total Direct Labor-Related Costs	\$324,383	\$141,929	\$133,172	\$90,796	\$689,680
Direct Fuel Costs	\$20,408	\$16,907	\$16,104	\$2,500	\$55,919
Other Direct Costs	\$27,429	\$21,764	\$24,446	\$1,784	\$75,423
Depreciation - Collection Vehicles	\$11,087	\$18,729	\$29,005	\$2,181	\$61,002
Depreciation - Containers	\$11,708	\$11,996	\$13,971	\$0	\$37,675
Depreciation for Collection Equipment	\$42,799	\$16,729	\$43,470	\$2,181	\$105,179
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From F)					
General and Administrative	\$78,536	\$81,707	\$82,262	\$4,678	\$247,183
Operations	\$16,405	\$16,216	\$19,113	\$801	\$52,535
Vehicle Maintenance	\$10,176	\$10,902	\$16,169	\$1,388	\$38,535
Container Maintenance	\$11,117	\$11,488	\$10,876	\$586	\$34,067
Total Allocated Indirect Costs including Depreciation and Interest	\$116,234	\$120,313	\$118,320	\$7,443	\$462,310
Total Allocated Indirect Depreciation Costs (From F)	\$1,111	\$181	\$1,199	\$0	\$3,591
Annual Depreciation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$568,744	\$447,869	\$447,297	\$108,239	\$1,572,149
Profit (Insert Operating Ratio below) 96.5%	\$55,987	\$47,614	\$48,077	\$10,217	\$161,895
Total Proposed Costs before Pass-Through Cost Allocation	\$624,731	\$495,483	\$495,374	\$118,456	\$1,734,044
Contractor Pass-Through Costs					
Interest Expense	\$10,400	\$9,007	\$10,047	\$101	\$39,555
Total Contractor Pass-Through Costs	\$10,400	\$9,007	\$10,047	\$101	\$39,555
TOTAL BASE CONTRACTOR'S COMPENSATION	\$635,131	\$504,490	\$505,421	\$118,557	\$1,773,600

Service Level Statistics Used for Future Service Level Cost Adjustments			
	Accounts	Accounts	Accounts
2019	4,311	4,311	4,311
2020	4,344	4,344	4,344
2021	4,300	4,300	4,300
Rolling Three-Year Average	4,318	4,318	4,318

SEWANA COLLECTION AGREEMENT
 A. City of East Palo Alto, Alameda County, 5892
 Proposed Compensation 2022

Step 1. Labor Based Adjustments

75 CEM 90 - 9000 (2017) Land as Example	204,176	204,176	204,176	204,176	204,176
77 CEM 90 - 9000 (2017) Land as Example	204,176	204,176	204,176	204,176	204,176
775 W 90 0000 Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
77 CEM 90 0000 (2017) Land as Example	477,813	477,813	477,813	477,813	477,813
77 CEM 90 0000 (2017) Land as Example	477,813	477,813	477,813	477,813	477,813
775 W 90 0000 Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
77 CEM 90 0000 Total (2017) Land as Example	209,232	209,232	209,232	209,232	209,232
77 CEM 90 0000 Total (2017) Land as Example	209,232	209,232	209,232	209,232	209,232
77 CEM 90 0000 Total (2017) Land as Example	209,232	209,232	209,232	209,232	209,232
77 CEM 90 0000 Total (2017) Land as Example	209,232	209,232	209,232	209,232	209,232
77 CEM 90 0000 Total (2017) Land as Example	209,232	209,232	209,232	209,232	209,232
775 W 90 0000 Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Annual Cost of Operations	Sample Family Dwelling				
	Total Value A	Typical Service Market B	Open Market Trading Values C	Total Cost Collection Items D	Sample Family Dwelling Total E
Annual Cost of Operations					
Annual Labor Related Costs					
Wages for CEAs	\$204,380	\$170,110	\$113,960	\$93,660	\$159,940
Benefits for CEAs	\$64,470	\$67,230	\$64,032	\$64,430	\$122,640
Fixed Costs	\$17,860	\$11,680	\$11,140	\$4,200	\$4,600
Variable Compensation Incentives	\$14,362	\$1,382	\$1,382	\$1,382	\$12,730
Total Annual Labor Related Costs	\$199,072	\$150,402	\$91,014	\$63,672	\$100,870
Other Annual Costs	\$20,430	\$19,640	\$19,330	\$2,360	\$19,270
Depreciation - Collection Vehicles	\$27,420	\$23,760	\$23,440	\$2,790	\$19,620
Depreciation - Collection	\$10,140	\$8,420	\$8,140	\$1,000	\$7,640
Depreciation - Collection	\$13,700	\$11,790	\$11,470	\$1,370	\$11,720
Depreciation for Collection Equipment	\$22,760	\$19,270	\$18,170	\$2,100	\$17,270
Taxes	\$0	\$0	\$0	\$0	\$0
Annual Other Costs including Depreciation and Interest (From 9)					
Interest and Administration Expenses	\$29,500	\$41,120	\$41,240	\$4,970	\$26,130
Vehicle Maintenance	\$28,400	\$26,230	\$26,110	\$300	\$26,790
Customer Maintenance	\$17,170	\$16,290	\$16,170	\$1,700	\$16,560
Costs of Materials	\$11,117	\$11,480	\$11,970	\$1,000	\$10,980
Total Annual Labor Costs including Depreciation and Interest	\$414,239	\$330,022	\$219,424	\$72,720	\$349,750
Total Annual Labor Depreciation (From 9)	\$0	\$0	\$1,300	\$10	\$1,310
Total Annual Labor Depreciation (From 4)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$443,740	\$347,840	\$220,724	\$72,730	\$351,060
Profit (Owner Operating Basis Index)	\$99,997	\$47,910	\$48,977	\$48,977	\$44,900
Profit (Owner Operating Basis Index)	22.5%				12.8%
Total Proposed Cash Value Post-Through Cost Allocation	\$202,110	\$149,930	\$98,974	\$119,760	\$112,560
Customer Post-Through Cost					
Interest Expense	\$10,410	\$10,410	\$10,410	\$10	\$10,750
Total Customer Post-Through Costs	\$10,410	\$10,410	\$10,410	\$10	\$10,750
TOTAL BASE CONTRACTORS COMPENSATION	\$191,700	\$139,520	\$88,564	\$109,750	\$101,810

SRWMA COLLECTION AGREEMENT

Proposed Compensation

2023

D. City of East Palo Alto Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	4,233	4,233	4,233	
2015	4,264	4,264	4,264	
2016	4,286	4,286	4,286	
Prior Year Rolling Three-Year Average	4,268	4,268	4,268	
	Accounts	Accounts	Accounts	
2014	4,233	4,233	4,233	
2015	4,264	4,264	4,264	
2016	4,286	4,286	4,286	
Current Year Rolling Three-Year Average	4,268	4,268	4,268	
100% Service Level Adjustment Factor	200.0%	200.0%	200.0%	
0% Service Level Adjustment Factor	200.0%	200.0%	200.0%	

Single Family Dwelling	Total Wages	Target Variable Materials	Opport. Materials (Including Holiday Time)	True On-Call Collection Fees	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor Related Costs					
Wages for C/As	\$26,385	\$18,515	\$18,995	\$20,000	\$73,905
Benefits for C/As	\$64,425	\$67,208	\$64,022	\$26,930	\$222,605
Payroll Taxes	\$17,000	\$11,808	\$11,313	\$4,366	\$44,997
Workers Compensation Insurance	\$14,562	\$2,000	\$2,000	\$2,267	\$17,799
Total Direct Labor Related Costs	\$136,372	\$122,531	\$122,021	\$84,712	\$465,636
Direct Fuel Costs	\$20,628	\$16,045	\$16,316	\$2,369	\$55,358
Other Direct Costs	\$27,429	\$25,764	\$24,446	\$3,784	\$77,423
Depreciation - Collection Vehicles	\$11,087	\$24,729	\$29,603	\$2,081	\$67,500
Depreciation - Customers	\$11,394	\$11,996	\$11,971	\$0	\$35,361
Depreciation for Collection Equipment	\$42,791	\$36,715	\$41,576	\$2,081	\$125,173
Total	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Interest (from %))					
General and Administrative	\$74,506	\$81,127	\$82,262	\$4,071	\$241,966
Operations	\$18,407	\$19,216	\$19,113	\$0	\$56,736
Vehicle Maintenance	\$11,176	\$30,950	\$36,950	\$1,788	\$80,864
Customer Maintenance	\$11,117	\$11,488	\$10,879	\$0	\$33,584
Total Allocated Indirect Costs (including Depreciation and Interest)	\$115,206	\$142,881	\$149,204	\$5,859	\$423,750
Total Allocated Indirect Depreciation Costs (from %)	\$1,111	\$0	\$1,090	\$0	\$3,301
Annual Implementation Cost (from %)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$562,764	\$447,809	\$471,297	\$94,872	\$1,576,742
Profit (Insert Operating Ratio below)	\$76,887	\$47,014	\$48,071	\$18,917	\$140,889
Total Proposed Costs before Pass-Through Cost Allocation	\$639,651	\$494,823	\$519,368	\$113,789	\$1,717,631
Contractor Pass-Through Costs					
Interest Expense	\$10,495	\$1,007	\$10,487	\$10	\$31,724
Total Contractor Pass-Through Costs	\$10,495	\$1,007	\$10,487	\$10	\$31,724
TOTAL BASE CONTRACTOR'S COMPENSATION	\$650,146	\$495,830	\$529,855	\$123,799	\$1,749,355

SRM WA COLLECTION AGREEMENT
 Proposed Compensation 2013
 B. On of End Role Also Absorbed Com. - MFD & Commercial

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Total
CG # of Accounts	16,110	16,110	16,110	16,110	16,110	16,110	16,110	16,110	16,110	16,110	16,110	16,110	16,110	16,110	16,110	161,110
CG # of Accounts %	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	22.2%
CG Total Billing Labor Hours Year	4,801,601	4,801,601	4,801,601	4,801,601	4,801,601	4,801,601	4,801,601	4,801,601	4,801,601	4,801,601	4,801,601	4,801,601	4,801,601	4,801,601	4,801,601	48,016,011
CG Total Billing Labor Hours Year %	40.8%	40.8%	40.8%	40.8%	40.8%	40.8%	40.8%	40.8%	40.8%	40.8%	40.8%	40.8%	40.8%	40.8%	40.8%	408.0%
CG # of Total Sample	4,234,000	4,234,000	4,234,000	4,234,000	4,234,000	4,234,000	4,234,000	4,234,000	4,234,000	4,234,000	4,234,000	4,234,000	4,234,000	4,234,000	42,340,000	
CG # of Total Sample %	86.1%	86.1%	86.1%	86.1%	86.1%	86.1%	86.1%	86.1%	86.1%	86.1%	86.1%	86.1%	86.1%	86.1%	86.1%	861.0%
CG Total Customers in Service	578	578	578	578	578	578	578	578	578	578	578	578	578	578	578	5,780
CG Total Customers in Service %	17.2%	17.2%	17.2%	17.2%	17.2%	17.2%	17.2%	17.2%	17.2%	17.2%	17.2%	17.2%	17.2%	17.2%	17.2%	172.0%
CG Total Customers in Service %	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	22.2%

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Total
MFD & Commercial																
Standard Cost of Operations																
Direct Labor - Admin/Exec	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$185,000
Supplies for Office	\$15,500	\$15,500	\$15,500	\$15,500	\$15,500	\$15,500	\$15,500	\$15,500	\$15,500	\$15,500	\$15,500	\$15,500	\$15,500	\$15,500	\$15,500	\$155,000
Printed Forms	\$11,100	\$11,100	\$11,100	\$11,100	\$11,100	\$11,100	\$11,100	\$11,100	\$11,100	\$11,100	\$11,100	\$11,100	\$11,100	\$11,100	\$11,100	\$111,000
Standard Computer Expense	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$122,000
Total Direct Labor Standard Cost	\$57,300	\$57,300	\$57,300	\$57,300	\$57,300	\$57,300	\$57,300	\$57,300	\$57,300	\$57,300	\$57,300	\$57,300	\$57,300	\$57,300	\$57,300	\$573,000
Direct Travel Costs	\$11,110	\$11,110	\$11,110	\$11,110	\$11,110	\$11,110	\$11,110	\$11,110	\$11,110	\$11,110	\$11,110	\$11,110	\$11,110	\$11,110	\$11,110	\$111,110
Direct Dinner Costs	\$25,400	\$25,400	\$25,400	\$25,400	\$25,400	\$25,400	\$25,400	\$25,400	\$25,400	\$25,400	\$25,400	\$25,400	\$25,400	\$25,400	\$25,400	\$254,000
Depreciation - Customer Vehicles	\$21,100	\$21,100	\$21,100	\$21,100	\$21,100	\$21,100	\$21,100	\$21,100	\$21,100	\$21,100	\$21,100	\$21,100	\$21,100	\$21,100	\$21,100	\$211,000
Depreciation - Computers	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$40,000
Provision for Customer Equipment	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$270,000
Total	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$60
Advanced Indirect Costs including Depreciation and Interest (15.0%)	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$12,200	\$122,000
Operating	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$75,000
Vehicle Maintenance	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$185,000
Customer Maintenance	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$42,000
Total Advanced Indirect Costs including Depreciation and Interest	\$18,700	\$18,700	\$18,700	\$18,700	\$18,700	\$18,700	\$18,700	\$18,700	\$18,700	\$18,700	\$18,700	\$18,700	\$18,700	\$18,700	\$18,700	\$187,000
Total Advanced Indirect Depreciation Costs (From 1)	\$477	\$477	\$477	\$477	\$477	\$477	\$477	\$477	\$477	\$477	\$477	\$477	\$477	\$477	\$477	\$4,770
Total Advanced Indirect Depreciation Costs (From 2)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fixed Indirect Costs (Administration/Overhead)	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$1,000,000
Total Advanced Cost of Operations	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$4,000,000
Profit (loss) Operating Ratio (before)	96.2%	96.2%	96.2%	96.2%	96.2%	96.2%	96.2%	96.2%	96.2%	96.2%	96.2%	96.2%	96.2%	96.2%	96.2%	96.2%
Total Proposed Cash before Pass-Through Cost Allocation	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$4,000,000
Contractor Pass-Through Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amount Collected	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Contractor Pass-Through Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL BASE CONTRACTOR'S COMPENSATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Total
Service Level Statistics Over the Years Before Grant Cost Adjustments	7.2%	7.2%	7.2%	7.2%	7.2%	7.2%	7.2%	7.2%	7.2%	7.2%	7.2%	7.2%	7.2%	7.2%	7.2%	72.0%
Building Three Year Average	44,200	44,200	44,200	44,200	44,200	44,200	44,200	44,200	44,200	44,200	44,200	44,200	44,200	44,200	44,200	442,000

SAN MATEO COLLECTION AGREEMENT
 Proposed Compensation 2011
 B. Cost of Fuel Pool Also Allocated Cost - MFD & Commercial

	Fuel Pool Fuel Adjustment					
	Cost of Fuel Pool	Cost of Fuel Pool	Cost of Fuel Pool	Total Fuel Pool	Total Fuel Pool	MFD & Commercial Total
	Year	Year	Year	Year	Year	Year
PR CFS-6 Budget 2017 (Used as Example)	204,176	204,176	204,176	204,176	204,176	204,176
CR CFS-6 Budget 2017 (Used as Example)	204,176	204,176	204,176	204,176	204,176	204,176
CR-6 Budget Adjustment	189,795	189,795	189,795	189,795	189,795	189,795
PR CFS-6 Budget 2017 (Used as Example)	477,815	477,815	477,815	477,815	477,815	477,815
CR CFS-6 Budget 2017 (Used as Example)	477,815	477,815	477,815	477,815	477,815	477,815
CR-6 Budget Adjustment	189,795	189,795	189,795	189,795	189,795	189,795
PR CFS-6 Budget 2017 (Used as Example)	204,176	204,176	204,176	204,176	204,176	204,176
CR CFS-6 Budget 2017 (Used as Example)	204,176	204,176	204,176	204,176	204,176	204,176
CR-6 Budget Adjustment	189,795	189,795	189,795	189,795	189,795	189,795
PR CFS-6 Budget 2017 (Used as Example)	204,176	204,176	204,176	204,176	204,176	204,176
CR CFS-6 Budget 2017 (Used as Example)	204,176	204,176	204,176	204,176	204,176	204,176
CR-6 Budget Adjustment	189,795	189,795	189,795	189,795	189,795	189,795
PR CFS-6 Budget 2017 (Used as Example)	204,176	204,176	204,176	204,176	204,176	204,176
CR CFS-6 Budget 2017 (Used as Example)	204,176	204,176	204,176	204,176	204,176	204,176
CR-6 Budget Adjustment	189,795	189,795	189,795	189,795	189,795	189,795

MFD & Commercial	Cost of Fuel Pool		Cost of Fuel Pool		Cost of Fuel Pool		Total Fuel Pool		Total Fuel Pool		MFD & Commercial Total
	Year	Year	Year	Year	Year	Year	Year	Year	Year		
Annual Cost of Operations											
Fixed Cost - Direct	\$178,300	\$184,000	\$178,300	\$178,300	\$178,300	\$178,300	\$178,300	\$178,300	\$178,300	\$178,300	\$178,300
Variable Cost - Direct	\$75,200	\$75,200	\$75,200	\$75,200	\$75,200	\$75,200	\$75,200	\$75,200	\$75,200	\$75,200	\$75,200
Fixed Cost - Indirect	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500	\$18,500
Variable Cost - Indirect	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500
Annual Total Cost of Operations	\$284,500	\$289,400	\$284,500	\$284,500	\$284,500	\$284,500	\$284,500	\$284,500	\$284,500	\$284,500	\$284,500
Depreciation - Customer	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000
Depreciation - Other	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Interest	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
Annual Total Cost of Operations	\$328,000	\$332,900	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000
Annual Total Cost of Operations	\$328,000	\$332,900	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000
Annual Total Cost of Operations	\$328,000	\$332,900	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000
Annual Total Cost of Operations	\$328,000	\$332,900	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000
Annual Total Cost of Operations	\$328,000	\$332,900	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000
Annual Total Cost of Operations	\$328,000	\$332,900	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000	\$328,000

SAN MATEO COLLECTION AGREEMENT
 Proposed Compensation 2011
 B. City of San Mateo, San Mateo County, MFD & Commercial

Step 1: Service Year Adjustments									
	2014	2015	2016	2014	2015	2016	2014	2015	2016
Pre- Year Budget Three-Year Average	62,092	62,303	62,319	62,319	62,319	62,319	62,319	62,319	62,319
Current Year Budget Three-Year Average	45,932	47,349	47,813	47,813	47,813	47,813	47,813	47,813	47,813
100% Service Year Adjustment Factor	71.9%	75.9%	76.7%	76.7%	76.7%	76.7%	76.7%	76.7%	76.7%
200% Service Year Adjustment Factor	143.8%	151.8%	153.4%	153.4%	153.4%	153.4%	153.4%	153.4%	153.4%

MFD & Commercial	City of San Mateo	City of San Mateo	City of San Mateo	Total Three-Year Average	Total Three-Year Average	MFD & Commercial Total
Assessed Cost of Operations						
Street Light Replacement	\$118,536	\$46,186	\$14,142	\$214,264	\$134,512	\$79,752
Street Light Pole	\$75,536	\$19,217	\$7,241	\$144,994	\$86,639	\$58,355
Street Light Pole	\$13,188	\$3,427	\$1,311	\$28,926	\$17,638	\$11,288
Street Light Pole	\$12,133	\$3,042	\$1,150	\$27,225	\$16,438	\$10,787
Street Light Pole	\$25,787	\$6,702	\$2,542	\$55,031	\$33,282	\$21,749
Street Light Pole	\$23,704	\$6,087	\$2,280	\$52,071	\$31,702	\$20,369
Street Light Pole	\$3,906	\$1,000	\$374	\$8,910	\$5,428	\$3,482
Street Light Pole	\$17,948	\$4,625	\$1,735	\$38,399	\$23,466	\$14,933
	\$0	\$0	\$0	\$0	\$0	\$0
Assessed Labor (City only) Depreciated Labor from FY						
Operative	\$12,250	\$33,007	\$112,007	\$157,264	\$119,437	\$77,827
Vehicle Maintenance	\$7,704	\$6,811	\$7,106	\$21,621	\$16,628	\$11,252
Contract Maintenance	\$4,529	\$5,813	\$10,644	\$20,986	\$16,285	\$10,702
Total Assessed Labor (City only) Depreciated Labor from FY	\$19,483	\$45,631	\$129,757	\$195,871	\$142,350	\$99,781
Assessed Labor (Contractor) Depreciated Labor from FY	\$477	\$318	\$514	\$1,309	\$1,049	\$699
Assessed Labor (Contractor) Depreciated Labor from FY	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed Cost of Operations	\$204,920	\$142,119	\$150,467	\$397,506	\$258,128	\$164,806
Fixed Asset Operating Costs (See below)	\$43,200	\$15,464	\$13,208	\$71,872	\$24,136	\$16,402
Total Proposed Cash Inflow from Through Year Allocation	\$40,000	\$12,000	\$10,000	\$62,000	\$20,000	\$14,000
Contractor Fees Through Cash Inflow	\$11,015	\$3,734	\$3,206	\$17,955	\$5,946	\$4,100
Total Contractor Fees Through Cash Inflow	\$23,985	\$8,266	\$6,794	\$39,905	\$13,054	\$9,292
TOTAL BASE CONTRACTOR'S CONTRIBUTION	\$23,985	\$8,266	\$6,794	\$39,905	\$13,054	\$9,292

SEWMA COLLECTION AGREEMENT

Proposed Compensation 2013

Item	2012	2013	2014	Total
City of El Dorado	2,248	9	0	2,257
SEWMA #1 of 2009 year (Amounts for Vendor's credit)	2,925,017	16,794	0	2,941,811
City of El Dorado per year %	1.7%	0.0%	0.0%	1.7%
City of Inyo	32,811	0	0	32,811
SEWMA #2 of 2009 year (Amounts for Vendor's credit)	4,795,719	25,600	0	4,821,319
City of Inyo per year %	0.7%	0.0%	0.0%	0.7%
City of El Dorado description	11,127	0	0	11,127
SEWMA # of total description	2,995,911	22,110	0	2,971,921
City of total description %	1.2%	0.0%	0.0%	1.2%
City of Inyo description	7	0	0	7
SEWMA # of description	842	258	0	1,100
City of of description %	0.6%	0.2%	0.0%	0.8%
City of of description %	27%	2%	0%	29%

Agency Expenses	City and the State Wages	City and the Contractor's Materials	City and the Rentable Machinery	Travel/Per Diem Mileage	Vehicle Mileage	Vehicles and Trains	Agency Expenses Total
Annual Cost of Operations							
Direct Labor/Repair/Over	125	30	57	236	348	30	\$1,139
Station for Office	\$110	30	31	\$12	348	37	513
Business Office	47	32	47	360	37	37	513
Station Computer/Printer	42	32	37	312	37	37	513
Total Annual Labor Related Costs	100	30	54	\$1,291	\$130	37	\$1,288
Other Direct Costs	\$46	30	36	316	310	310	\$279
Depreciation - Columns/Vehicles	\$100	30	51	\$180	\$180	\$180	\$440
Depreciation - Containers	30	30	52	\$180	310	310	\$500
Depreciation for Columns/Equipment	30	30	52	\$180	310	310	\$500
Annual Contractual Costs	30	30	52	\$180	310	310	\$500
Annual and Administration (Long, Life for Agency Credit)	30	30	52	\$180	310	310	\$500
Operating Vehicle Insurance	30	30	52	\$180	310	310	\$500
Contractor Insurance (Long Life for Agency Credit)	30	30	52	\$180	310	310	\$500
Total Annual Contractual Costs including Depreciation and Insurance	30	30	52	\$180	310	310	\$500
Total Annual Contractual Costs (From #)	30	30	52	\$180	310	310	\$500
Annual Depreciation (Cost Allocation/From #)	30	30	52	\$180	310	310	\$500
Total Annual Cost of Operations	\$1,018	30	\$1,374	\$1,629	348	348	\$1,289
Profit (Contract Operating Costs below)	96.3%	30	\$1,344	\$1,447	348	348	\$1,289
Total Operating Costs before Pass-Through Cost Allocation	\$1,018	30	\$1,374	\$1,629	348	348	\$1,289
Contractor Pass-Through Costs	341	30	31	346	37	37	513
Minor Expense	38	30	31	\$180	310	310	\$500
Total Contractor Pass-Through Costs	\$1,397	30	31	\$526	37	37	\$1,289
TOTAL BASE CONTRACTORS COMPENSATION	\$1,397	30	\$1,374	\$526	37	\$1,289	\$1,289

Service Year/Expiration Date for Future Service Level Cost Adjustments	2014	2015	2016	2017	2018
Labor	2,482	2,436	2,425	2,415	2,405
Materials	2,406	2,406	2,406	2,406	2,406
Mileage	2,248	2,248	2,248	2,248	2,248
Equipment	17	17	17	17	17
Total	7,153	7,095	7,096	7,086	7,076

SRWMA COLLECTION AGREEMENT Proposed Compensation 2021
B. City of East Palo Alto Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PY CFS-W Wages (2017 Listed as Example)	204,176	204,176	204,176	204,176	204,176
CY CFS-W Wages (2017 Listed as Example)	204,176	204,176	204,176	204,176	204,176
CFS-W Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CFS-W Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CY CFS-W Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CFS-W Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CFS-U Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CFS-U Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CFS-U Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CFS-U (2017 Listed as Example)	209,983	209,983	209,983	209,983	209,983
CY CFS-U (2017 Listed as Example)	209,983	209,983	209,983	209,983	209,983
CFS-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Disposal	Cart and Disposal	Cart and Disposal	Total Deep-Sea	Vehicle and Travel	Agency Facilities Total
	Waste	Organic Materials	Recyclable Materials	Services (All Materials)		
	E	G	F	H	I	
Annual Cost of Operations						
<i>Direct Labor Related Costs</i>						
Wages for CHAs	\$26	\$0	\$27	\$796	\$0	\$1,109
Benefits for CHAs	\$100	\$0	\$11	\$372	\$0	\$513
Payroll Taxes	\$20	\$0	\$2	\$66	\$0	\$91
Workers Compensation Insurance	\$12	\$0	\$2	\$12	\$0	\$31
Total Direct Labor Related Costs	\$158	\$0	\$42	\$1,226	\$0	\$1,426
<i>Direct Fuel Costs</i>						
Other Direct Costs	\$49	\$0	\$6	\$164	\$0	\$219
<i>Other Direct Costs</i>						
Depreciation - Collection Vehicles	\$193	\$0	\$22	\$609	\$0	\$924
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$193	\$0	\$22	\$658	\$0	\$973
Taxes	\$0	\$0	\$0	\$0	\$0	\$0
<i>Allocated Indirect Costs including Depreciation and Interest (From F)</i>						
General and Administrative (using 5% for Agency Costs)	\$471	\$0	\$54	\$1,000	\$631	\$2,156
Operations	\$92	\$0	\$11	\$301	\$18	\$422
Vehicle Maintenance	\$176	\$0	\$20	\$394	\$24	\$624
Container Maintenance (using 5% for Agency Costs)	\$68	\$0	\$8	\$240	\$15	\$331
Total Allocated Indirect Costs including Depreciation and Interest	\$807	\$0	\$93	\$1,735	\$774	\$3,409
<i>Total Allocated Indirect Depreciation Costs (From F)</i>						
Annual Implementation Cost Amortization (From F)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,318	\$0	\$176	\$3,279	\$968	\$5,831
Profit (Insert Operating Ratio below)	\$0	\$0	\$0	\$344	\$10	\$354
Total Operating Costs before Pass-Through Cost Allocation	\$1,318	\$0	\$176	\$3,623	\$1,078	\$6,185
<i>Contractor Pass-Through Costs</i>						
Interest Expense	\$0	\$0	\$0	\$140	\$7	\$147
Total Contractor Pass-Through Costs	\$0	\$0	\$0	\$140	\$7	\$147
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,318	\$0	\$176	\$3,763	\$1,085	\$6,332

SRWMA COLLECTION AGREEMENT
 B. City of East Palo Alto Awarded Contract Agency Facilities
 Proposed Compensation 2021

New 3 Service Level Adjustments									
	2014	2015	2016	2017	2018	2019	2020	2021	2022
Price Year Budget Three Year Average	1,200	1,302	1,400	1,500	1,600	1,700	1,800	1,900	2,000
Current Year Budget Three Year Average	1,200	1,302	1,400	1,500	1,600	1,700	1,800	1,900	2,000
2020 Service Level Adjustment Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%
2021 Service Level Adjustment Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%

Agency Facilities	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year
	Wages	Overhead	Materials	Utilities	Supplies	Travel	Other
Agency Facilities							
Annual Cost of Operations	100%	100%	100%	100%	100%	100%	100%
Wages (incl. Overtime)	100%	100%	100%	100%	100%	100%	100%
Overhead (incl. Overtime)	100%	100%	100%	100%	100%	100%	100%
Materials	100%	100%	100%	100%	100%	100%	100%
Utilities	100%	100%	100%	100%	100%	100%	100%
Supplies	100%	100%	100%	100%	100%	100%	100%
Travel	100%	100%	100%	100%	100%	100%	100%
Other	100%	100%	100%	100%	100%	100%	100%
TOTAL							
Annual Cost of Operations	100%	100%	100%	100%	100%	100%	100%
Wages (incl. Overtime)	100%	100%	100%	100%	100%	100%	100%
Overhead (incl. Overtime)	100%	100%	100%	100%	100%	100%	100%
Materials	100%	100%	100%	100%	100%	100%	100%
Utilities	100%	100%	100%	100%	100%	100%	100%
Supplies	100%	100%	100%	100%	100%	100%	100%
Travel	100%	100%	100%	100%	100%	100%	100%
Other	100%	100%	100%	100%	100%	100%	100%
TOTAL							

NBM MA COLLECTION AGREEMENT
B. City of Foster City - Alameda Cont. - 870
 Proposed Compensation 2011

	Services Used for Year 2011 (San Alameda City)						Total
	2010	2011	2012	2013	2014	2015	2016
City # of accounts	6,706	6,706	6,706	6,706	6,706	6,706	6,706
SDSMA # of accounts	64,280	64,172	64,172	64,172	64,172	64,172	64,172
City # of accounts %	7.2%	7.2%	7.2%	7.2%	7.2%	7.2%	7.2%
City Total Hours Labor Hours Year	3,340.75	3,340.75	3,340.75	3,340.75	3,340.75	3,340.75	3,340.75
SDSMA Total Hours Labor Hours Year	46,232.53	42,836.25	42,836.25	42,836.25	42,836.25	42,836.25	42,836.25
City Total Hours Labor Hours Year %	6.8%	7.2%	7.2%	7.2%	7.2%	7.2%	6.8%
City # of total hours/year	2,507.82	2,507.82	2,507.82	2,507.82	2,507.82	2,507.82	2,507.82
SDSMA # of total hours/year	42,347.43	38,368.44	38,368.44	38,368.44	38,368.44	38,368.44	38,368.44
City Total Hours Labor Hours Year %	6.2%	6.8%	6.8%	6.8%	6.8%	6.8%	6.2%
City Total Cost/Hours in Service	6,724	6,709	6,709	6,709	6,709	6,709	6,709
SDSMA Total Cost/Hours in Service	96,808	86,281	86,281	86,281	86,281	86,281	86,281
City Total Cost/Hours in Service %	7.2%	7.2%	7.2%	7.2%	7.2%	7.2%	6.5%

Annual Cost of Operations	Single Family Dwelling					Single Family Dwelling Total
	Actual Year	Proposed	Change	% Change	Year-to-Date	
Annual Total Cost of Operations	\$247,486	\$279,638	\$32,152	13.0%	\$32,152	\$32,152
Personnel	\$114,123	\$116,629	\$2,506	2.2%	\$2,506	\$2,506
Travel	\$29,508	\$19,936	-\$9,572	-32.3%	-\$9,572	-\$9,572
Vehicle Compensation	\$2,548	\$2,548	\$0	0%	\$0	\$0
Total Travel (Auto Related Costs)	\$32,080	\$17,632	-\$14,448	-45.0%	-\$14,448	-\$14,448
Material Costs	\$21,798	\$21,798	\$0	0%	\$0	\$0
Other Direct Costs	\$13,617	\$16,356	\$2,739	20.1%	\$2,739	\$2,739
Depreciation - Equipment	\$19,400	\$19,400	\$0	0%	\$0	\$0
Depreciation - Buildings	\$14,786	\$14,786	\$0	0%	\$0	\$0
Depreciation - Vehicles	\$17,238	\$17,437	\$199	1.1%	\$199	\$199
Depreciation - Other	\$0	\$0	\$0	0%	\$0	\$0
Total Depreciation	\$41,424	\$41,623	\$199	0.5%	\$199	\$199
Miscellaneous	\$0	\$0	\$0	0%	\$0	\$0
Total Miscellaneous	\$0	\$0	\$0	0%	\$0	\$0
Total Annual Total Cost of Operations	\$247,486	\$279,638	\$32,152	13.0%	\$32,152	\$32,152
Annual Depreciation Cost (Excludes Depreciation)	\$0	\$0	\$0	0%	\$0	\$0
Annual Depreciation Cost (Excludes Depreciation)	\$0	\$0	\$0	0%	\$0	\$0
Total Annual Total Cost of Operations	\$247,486	\$279,638	\$32,152	13.0%	\$32,152	\$32,152
Profit (Excludes Operating Costs below)	\$0	\$0	\$0	0%	\$0	\$0
Total Proposed Costs (Excludes Profit)	\$247,486	\$279,638	\$32,152	13.0%	\$32,152	\$32,152
Customer Pass-Through Costs	\$0	\$0	\$0	0%	\$0	\$0
Contractor Pass-Through Costs	\$0	\$0	\$0	0%	\$0	\$0
TOTAL BASE CONTRACTORS COMPENSATION	\$0	\$0	\$0	0%	\$0	\$0

Services Used For Various Special Land Use Adjustments	2010			2011			2012			2013			2014			2015			2016		
	Actual	Proposed	% Change	Actual	Proposed	% Change	Actual	Proposed	% Change	Actual	Proposed	% Change	Actual	Proposed	% Change	Actual	Proposed	% Change	Actual	Proposed	% Change
Bidding Three-Year Average	\$,358	\$,358	0%	\$,358	\$,358	0%	\$,358	\$,358	0%	\$,358	\$,358	0%	\$,358	\$,358	0%	\$,358	\$,358	0%	\$,358	\$,358	0%

SAN MATEO COLLECTION AGREEMENT
 B. City of San Mateo, California - SFY Proposed Compensation 2021

Step 1 - Labor Based Adjustment

PR CH 06 Major (2017 Land in Example)	204,176	204,176	204,176	204,176	204,176
PR CH 06 Major (2017 Land in Example)	204,176	204,176	204,176	204,176	204,176
PR CH 06 Major (2017 Land in Example)	186,676	186,676	186,676	186,676	186,676
PR CH 06 Major (2017 Land in Example)	477,813	477,813	477,813	477,813	477,813
PR CH 06 Major (2017 Land in Example)	477,813	477,813	477,813	477,813	477,813
PR CH 06 Major (2017 Land in Example)	186,676	186,676	186,676	186,676	186,676
PR CH 11 Major (2017 Land in Example)	209,252	209,252	209,252	209,252	209,252
PR CH 11 Major (2017 Land in Example)	209,252	209,252	209,252	209,252	209,252
PR CH 11 Major (2017 Land in Example)	186,676	186,676	186,676	186,676	186,676
PR CH 11 Major (2017 Land in Example)	204,983	204,983	204,983	204,983	204,983
PR CH 11 Major (2017 Land in Example)	204,983	204,983	204,983	204,983	204,983
PR CH 11 Major (2017 Land in Example)	186,676	186,676	186,676	186,676	186,676

Award Cost of Operations	Single Family Dwelling				
	Sub-Item	Target Base Rate	Target Base Rate	Target Base Rate	Target Base Rate
Total Labor Related Cost	\$207,476	\$229,613	\$16,137	\$16,137	\$16,137
Supply for Office	\$194,431	\$19,629	\$174,802	\$174,802	\$174,802
Travel Cost	\$20,308	\$19,106	\$1,202	\$1,202	\$1,202
Business Computer Expenses	\$12,532	\$12,532	\$0	\$0	\$0
Land Special Allow Subcontract	\$2,997	\$19,648	\$16,651	\$16,651	\$16,651
Total Field Cost	\$25,045	\$22,756	\$2,289	\$2,289	\$2,289
Total Overhead	\$131,917	\$16,729	\$115,188	\$115,188	\$115,188
Depreciation - California Vehicle	\$38,416	\$18,066	\$20,350	\$20,350	\$20,350
Depreciation - Computers	\$18,200	\$19,386	\$1,186	\$1,186	\$1,186
Depreciation for Caltrans Equipment	\$17,291	\$17,291	\$0	\$0	\$0
Total	\$375,438	\$386,135	\$10,697	\$10,697	\$10,697
Adjusted Indirect Cost including Depreciation and Interest (From %)	\$254,779	\$329,688	\$74,909	\$74,909	\$74,909
Overhead and Administration Expenses	\$22,719	\$24,944	\$2,225	\$2,225	\$2,225
Vehicle Maintenance	\$43,495	\$47,473	\$3,978	\$3,978	\$3,978
Contractor Maintenance	\$17,307	\$18,363	\$1,056	\$1,056	\$1,056
Total Adjusted Indirect Cost including Depreciation and Interest	\$220,889	\$232,794	\$11,813	\$11,813	\$11,813
Total Overhead Indirect Expenses (Cost From %)	\$2,314	\$1,309	\$1,005	\$1,005	\$1,005
Asset Impairment/for Amortization/Ac	\$0	\$0	\$0	\$0	\$0
Total Award Cost of Operations	\$729,227	\$729,862	\$636,679	\$636,679	\$636,679
Profit (Insert Operating Ratio Below)	\$26,526	\$26,679	\$14,846	\$14,846	\$14,846
Total Proposed Costs before Pass-Through Cost Allocation	\$755,753	\$756,541	\$651,525	\$651,525	\$651,525
Contractor Pass-Through Costs	\$14,534	\$14,534	\$14,534	\$14,534	\$14,534
Insurance	\$14,534	\$14,534	\$14,534	\$14,534	\$14,534
Total Contractor Pass-Through Costs	\$14,534	\$14,534	\$14,534	\$14,534	\$14,534
TOTAL BASE CONTRACTOR'S COMPENSATION	\$770,287	\$771,075	\$666,059	\$666,059	\$666,059

SRWMA COLLECTION AGREEMENT

Proposed Compensation

2022

D. City of Foster City, Allocated Costs - SED

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	6,767	6,767	6,767	
2015	6,767	6,767	6,767	
2016	6,760	6,760	6,760	
Prior Year Rolling Three-Year Average	6,765	6,765	6,765	
	Accounts	Accounts	Accounts	
2014	6,767	6,767	6,767	
2015	6,767	6,767	6,767	
2016	6,760	6,760	6,760	
Current Year Rolling Three-Year Average	6,765	6,765	6,765	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	

Single Family Dwelling	Total Waste	Target Recyclable Materials	Organic Materials (Including Mobile Tires)	Two-On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor Related Costs					
Wages for CSAs	\$247,430	\$229,033	\$149,424	\$175,971	\$601,858
Bonuses for CSAs	\$154,531	\$155,429	\$76,341	\$10,182	\$396,483
Payroll Taxes	\$20,588	\$19,036	\$12,412	\$4,824	\$56,860
Workers' Compensation Insurance	\$17,652	\$16,328	\$10,642	\$4,120	\$48,742
Total Direct Labor Related Costs	\$399,999	\$379,835	\$248,820	\$195,107	\$1,123,759
Direct Fuel Costs	\$25,754	\$27,758	\$18,894	\$2,761	\$75,167
Other Direct Costs	\$33,917	\$36,556	\$24,659	\$4,560	\$100,132
Depreciation - Collection Vehicles	\$38,431	\$38,340	\$29,863	\$2,327	\$108,961
Depreciation - Containers	\$18,763	\$15,566	\$18,736	\$0	\$53,065
Depreciation for Collection Equipment	\$17,224	\$17,427	\$48,393	\$2,525	\$85,569
Total	\$0	\$0	\$0	\$0	\$0
Allocated (Indirect) Costs including Depreciation and Interest (From %)					
General and Administrative	\$126,779	\$116,640	\$111,334	\$4,708	\$359,461
Overhead	\$22,738	\$24,944	\$24,561	\$942	\$73,185
Vehicle Maintenance	\$43,495	\$47,473	\$37,272	\$1,834	\$133,074
Container Maintenance	\$17,817	\$18,567	\$14,561	\$678	\$51,623
Total Allocated (Indirect) Costs including Depreciation and Interest	\$215,829	\$207,584	\$187,728	\$7,172	\$613,533
Total Allocated (Indirect) Depreciation Costs (From %)	\$1,374	\$1,368	\$1,230	\$59	\$4,031
Annual Depreciation Cost Amortization (From %)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$729,827	\$729,809	\$516,479	\$116,912	\$2,096,807
Profit (Insert Operating Ratio below)	90.5%	\$76,538	\$75,676	\$54,464	\$218,804
Total Proposed Costs before Pass-Through Cost Allocation	\$653,289	\$706,348	\$471,905	\$118,190	\$2,315,611
Contractor Pass-Through Costs					
Interest Expense	\$14,034	\$14,034	\$11,917	\$0	\$40,005
Total Contractor Pass-Through Costs	\$14,034	\$14,034	\$11,917	\$0	\$80,005
TOTAL BASE CONTRACTOR'S COMPENSATION	\$815,750	\$815,424	\$583,822	\$118,190	\$2,395,616

SAN MATEO COLLECTION AGREEMENT
B. City of Foster City Advanced Cost - MEND & Commercial
 Proposed Compensation 2021

City # of Assets	City # of Assets %	Stations Used for Year 2020 Cost Allocation Only				Total
		154	310	%	18	
City # of Assets	15/12	10,130	2,712	27%	12	13,842
City # of Assets %	27%	3,228	4,784	47%	20	20,638
City Total Assets	2,480	3,480	4,800	50%	22	4,880
City # of Assets	6,277	27,112	4,796	47%	19	21,909
City # of Assets %	38%	4,226	3,826	42%	17	4,252
City # of Assets	4,226	3,277	6,086	63%	26	4,283
City # of Assets %	27%	2,240	2,240	24%	10	2,240
City # of Assets	7,492	1,270	7,492	79%	30	7,492
City # of Assets %	49%	1,320	1,320	14%	6	1,320
City # of Assets	13,200	13,200	2,091	21%	9	15,291
City # of Assets %	87%	4,226	4,226	44%	17	4,226
Total						

MEND & Commercial	Current Year Bid	Current Year Forecasting Method	Current Year Operating Method	Total Day Rate	Year 2020 Bid	MEND & Commercial Total
Annual Cost of Operations						
Direct Labor/Shop Costs	\$215,154	\$212,248	\$113,133	\$40,942	\$145,141	\$479,478
Supplies for CMUs	\$13,344	\$16,439	\$4,778	\$6,987	\$14,181	\$19,169
Supplies for CMUs	\$13,276	\$16,432	\$4,439	\$7,177	\$13,616	\$18,605
Fixed Costs	\$21,276	\$24,232	\$12,522	\$2,228	\$20,294	\$27,822
Student Compensation Insurance	\$417,149	\$298,724	\$79,648	\$6,786	\$193,342	\$716,105
Total Annual Labor Related Costs	\$729,299	\$578,175	\$134,419	\$22,948	\$181,370	\$647,177
Other Annual Costs	\$17,146	\$19,242	\$8,413	\$1,642	\$12,249	\$17,447
Depreciation - Collection Vehicle	\$11,669	\$19,273	\$8,279	\$4,761	\$988	\$11,229
Depreciation - Computer	\$1,238	\$1,238	\$0	\$0	\$0	\$1,238
Depreciation for Collection Equipment	\$19,915	\$24,986	\$14,756	\$4,261	\$10,295	\$14,726
Other	\$0	\$0	\$0	\$0	\$0	\$0
Annual Labor/Other Costs including Depreciation and Demand Charge %	\$777,132	\$635,713	\$165,827	\$33,341	\$197,316	\$697,738
General and Administrative	\$17,726	\$18,228	\$18,877	\$2,417	\$18,460	\$48,208
Operations Vehicle Maintenance	\$20,413	\$19,413	\$14,449	\$14,418	\$12,926	\$46,789
Customer Maintenance	\$1,878	\$1,878	\$1,878	\$1,878	\$1,878	\$12,111
Total Annual Labor/Other Costs including Depreciation and Demand Charge	\$818,146	\$674,641	\$193,141	\$34,074	\$194,141	\$716,857
Annual Depreciation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Annual Depreciation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$818,146	\$674,641	\$193,141	\$34,074	\$194,141	\$716,857
Profit (Insert Operating Margin below)	86.5%					
Total Proposed Costs before From Through Cost Allocation	\$699,479	\$499,543	\$129,108	\$188,979	\$124,793	\$1,004,887
Contractor Pass Through Costs	\$12,888	\$1,238	\$1,500	\$1,578	\$488	\$7,614
Total Contractor Pass Through Costs	\$12,888	\$1,238	\$1,500	\$1,578	\$488	\$7,614
TOTAL BIDD CONTRACTORS' CONTRIBUTION	\$686,591	\$498,305	\$127,608	\$187,401	\$124,305	\$1,002,273

Bidding Three-Year Average	2018		2019		2020	
	Lab	Lab	Lab	Lab	Lab	Lab
	76,848	81,521	82,429	89,591	94,274	99,957
	78,519	84,251	84,631	91,808	97,118	102,400
	77,493	81,881	83,000	90,118	95,400	100,680
	76,477	80,889	84,594	91,381	96,781	102,048

SRMVA COLLECTION AGREEMENT
 Proposed Compensation 2021
 B. City of Essex Co. Award Cont. - MEP & Commercial

Step 1. Labor Based Adjustment

CT CR 30: Repair (2017) Land in Example)	244,136	244,136	244,136	244,136	244,136	244,136	244,136	244,136
CT CR 30: Rep (2017) Land in Example)	244,136	244,136	244,136	244,136	244,136	244,136	244,136	244,136
CT CR 30: Repair (2017) Land in Example)	189,876	189,876	189,876	189,876	189,876	189,876	189,876	189,876
CT CR 30: Medical (2017) Land in Example)	477,831	477,831	477,831	477,831	477,831	477,831	477,831	477,831
CT CR 30: Medical (2017) Land in Example)	477,831	477,831	477,831	477,831	477,831	477,831	477,831	477,831
CT CR 30: Medical (2017) Land in Example)	189,876	189,876	189,876	189,876	189,876	189,876	189,876	189,876
CT CR 30: Medical (2017) Land in Example)	209,232	209,232	209,232	209,232	209,232	209,232	209,232	209,232
CT CR 30: Medical (2017) Land in Example)	209,232	209,232	209,232	209,232	209,232	209,232	209,232	209,232
CT CR 30: Medical (2017) Land in Example)	244,961	244,961	244,961	244,961	244,961	244,961	244,961	244,961
CT CR 30: Medical (2017) Land in Example)	244,961	244,961	244,961	244,961	244,961	244,961	244,961	244,961
CT CR 30: Medical (2017) Land in Example)	189,876	189,876	189,876	189,876	189,876	189,876	189,876	189,876

Assess Cost of Operations	Cost per Sq Foot	Cost per Sq Foot	Cost per Sq Foot	Cost per Sq Foot	Cost per Sq Foot	Cost per Sq Foot	Cost per Sq Foot	MEP & Commercial Total
Direct Labor Award Cost	Year	Monthly Months	Months (Including Vacation Time)	Months (Including Vacation Time)	Months (Including Vacation Time)	Months (Including Vacation Time)	Months (Including Vacation Time)	
General and Administrative	\$27,522	\$11,024	\$12,087	\$12,087	\$12,087	\$12,087	\$12,087	\$12,087
Supplies for Office	\$12,544	\$5,018	\$5,397	\$5,397	\$5,397	\$5,397	\$5,397	\$5,397
Travel	\$12,544	\$5,018	\$5,397	\$5,397	\$5,397	\$5,397	\$5,397	\$5,397
Professional Fees	\$12,544	\$5,018	\$5,397	\$5,397	\$5,397	\$5,397	\$5,397	\$5,397
Student Expense/Interns	\$12,544	\$5,018	\$5,397	\$5,397	\$5,397	\$5,397	\$5,397	\$5,397
Travel/Board/Other Related Costs	\$12,544	\$5,018	\$5,397	\$5,397	\$5,397	\$5,397	\$5,397	\$5,397
Board/Travel Costs	\$12,544	\$5,018	\$5,397	\$5,397	\$5,397	\$5,397	\$5,397	\$5,397
Depreciation - Collection Vehicle	\$12,544	\$5,018	\$5,397	\$5,397	\$5,397	\$5,397	\$5,397	\$5,397
Depreciation - Collection	\$12,544	\$5,018	\$5,397	\$5,397	\$5,397	\$5,397	\$5,397	\$5,397
Depreciation for Collection Equipment	\$12,544	\$5,018	\$5,397	\$5,397	\$5,397	\$5,397	\$5,397	\$5,397
Other	\$12,544	\$5,018	\$5,397	\$5,397	\$5,397	\$5,397	\$5,397	\$5,397
Adjusted Labor Cost including Depreciation per Award From 19	\$27,522	\$11,024	\$12,087	\$12,087	\$12,087	\$12,087	\$12,087	\$12,087
Operating Expenses	\$14,796	\$5,918	\$6,349	\$6,349	\$6,349	\$6,349	\$6,349	\$6,349
Vehicle Maintenance	\$29,592	\$11,836	\$12,698	\$12,698	\$12,698	\$12,698	\$12,698	\$12,698
Collection Maintenance	\$14,796	\$5,918	\$6,349	\$6,349	\$6,349	\$6,349	\$6,349	\$6,349
Total Awarded Labor Cost including Depreciation and Interest	\$62,114	\$24,960	\$27,433	\$27,433	\$27,433	\$27,433	\$27,433	\$27,433
Total Awarded Labor Depreciation Cost From 19	\$62,114	\$24,960	\$27,433	\$27,433	\$27,433	\$27,433	\$27,433	\$27,433
Award Performance Cost (Awarded From 19)	\$62,114	\$24,960	\$27,433	\$27,433	\$27,433	\$27,433	\$27,433	\$27,433
Total Award Cost of Operations	\$124,228	\$49,920	\$54,866	\$54,866	\$54,866	\$54,866	\$54,866	\$54,866
Profit (Award Operating Ratio Below)	\$62,114	\$24,960	\$27,433	\$27,433	\$27,433	\$27,433	\$27,433	\$27,433
Total Proposed Costs Before Pass Through Cost Adjustment	\$186,342	\$74,880	\$82,299	\$82,299	\$82,299	\$82,299	\$82,299	\$82,299
Contractor Pass Through Costs	\$12,000	\$4,725	\$5,062	\$5,062	\$5,062	\$5,062	\$5,062	\$5,062
Interest Expense	\$12,000	\$4,725	\$5,062	\$5,062	\$5,062	\$5,062	\$5,062	\$5,062
Total Contractor Pass Through Costs	\$24,000	\$9,450	\$10,124	\$10,124	\$10,124	\$10,124	\$10,124	\$10,124
TOTAL BASE CONTRACTOR'S COMPENSATION	\$210,342	\$84,330	\$92,423	\$92,423	\$92,423	\$92,423	\$92,423	\$92,423

SEWMA COLLECTION AGREEMENT
 Proposed Compensation 2013
 B. City of Escondido Allocated Costs - MFD & Commercial

Sheet 3 Service Level Adjustments

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Current Year Billing Through Year Average	1,206	1,206	1,206	1,206	1,206	1,206	1,206	1,206	1,206	1,206
2020 Service Level Adjustment Factor	79,408	79,408	79,408	79,408	79,408	79,408	79,408	79,408	79,408	79,408
2023 Service Level Adjustment Factor	79,408	79,408	79,408	79,408	79,408	79,408	79,408	79,408	79,408	79,408

Annual Cost of Operations	MFD & Commercial						MFD & Commercial Total
	Current Year Billing Through Year Average	Current Year Billing Through Year Average	Current Year Billing Through Year Average	Total Direct Line Revenue (M)	Year-Over-Year Collections Growth		
Direct Labor Expenses	\$275,504	\$125,248	\$114,126	\$10,922	\$12,428	\$10,922	\$207,798
Supplies for CMAs	\$112,346	\$125,248	\$114,126	\$10,922	\$12,428	\$10,922	\$48,486
Travel Expenses	\$12,276	\$125,248	\$114,126	\$10,922	\$12,428	\$10,922	\$18,428
Vehicle Expenses	\$12,276	\$125,248	\$114,126	\$10,922	\$12,428	\$10,922	\$18,428
Travel Expenses - Other	\$417,147	\$125,248	\$114,126	\$10,922	\$12,428	\$10,922	\$18,428
Other Direct Costs	\$17,264	\$125,248	\$114,126	\$10,922	\$12,428	\$10,922	\$18,428
Depreciation - Collection Vehicles	\$18,888	\$125,248	\$114,126	\$10,922	\$12,428	\$10,922	\$18,428
Depreciation - Collection Depreciation for Collection Equipment	\$18,888	\$125,248	\$114,126	\$10,922	\$12,428	\$10,922	\$18,428
Total	\$848,475	\$1,206,000	\$1,128,000	\$109,694	\$124,784	\$109,694	\$1,206,000
Material/Indirect Costs including Depreciation and Interest (From %)	\$47,132	\$112,000	\$102,667	\$10,333	\$11,789	\$10,333	\$102,667
Overhead	\$20,796	\$112,000	\$102,667	\$10,333	\$11,789	\$10,333	\$102,667
Vehicle Expenses	\$20,796	\$112,000	\$102,667	\$10,333	\$11,789	\$10,333	\$102,667
Collection Expenses	\$6,540	\$112,000	\$102,667	\$10,333	\$11,789	\$10,333	\$102,667
Total Allocated Indirect Costs including Depreciation and Interest	\$94,364	\$379,200	\$345,334	\$35,666	\$40,996	\$35,666	\$345,334
Actual Allocated Indirect Depreciation Cost (From %)	\$94,364	\$379,200	\$345,334	\$35,666	\$40,996	\$35,666	\$345,334
Actual Depreciation Cost (From %)	\$94,364	\$379,200	\$345,334	\$35,666	\$40,996	\$35,666	\$345,334
Total Annual Cost of Operations	\$942,839	\$1,585,200	\$1,470,667	\$145,360	\$165,780	\$145,360	\$1,585,200
Profit (Loss) Operating (Both Below)	\$64,161	\$620,000	\$657,333	\$64,334	\$58,214	\$64,334	\$657,333
Total Payment Cash Value From Through Cost Allocation	\$908,678	\$1,945,200	\$1,813,334	\$181,694	\$223,994	\$181,694	\$1,945,200
Customer Fees Through Costs	\$12,148	\$12,148	\$12,148	\$12,148	\$12,148	\$12,148	\$12,148
Total Customer Fees Through Costs	\$12,148	\$12,148	\$12,148	\$12,148	\$12,148	\$12,148	\$12,148
TOTAL BIDD CONTRACTOR'S COMPENSATION	\$896,530	\$1,933,052	\$1,801,186	\$169,546	\$211,846	\$169,546	\$1,933,052

SRMVA COLLECTION AGREEMENT

Proposed Compensation 2015

B. City of Peoria City Administ. Cont. Agency Facilities

	2014		2015		2016		2017		2018		2019		2020		2021		Total
City # of Units per year	3,024	3,024	3,024	3,024	3,024	3,024	3,024	3,024	3,024	3,024	3,024	3,024	3,024	3,024	3,024	3,024	32,280
SRMVA # of Units per year (Assumes for Vehicle's max)	242,307	242,307	242,307	242,307	242,307	242,307	242,307	242,307	242,307	242,307	242,307	242,307	242,307	242,307	242,307	242,307	2,907,684
City # of Units per year %	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%
City Total Hours Labor hours per year	87.13	93.0	93.0	93.0	93.0	93.0	93.0	93.0	93.0	93.0	93.0	93.0	93.0	93.0	93.0	93.0	1,111.80
SRMVA Total Hours Labor hours per year	4,756.30	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	300,000.00
City Total Hours Labor hours per year %	1.2%	4.2%	4.2%	4.2%	4.2%	4.2%	4.2%	4.2%	4.2%	4.2%	4.2%	4.2%	4.2%	4.2%	4.2%	4.2%	4.8%
City # of units Inventory	82.28	9.32	9.32	9.32	9.32	9.32	9.32	9.32	9.32	9.32	9.32	9.32	9.32	9.32	9.32	9.32	294.88
SRMVA # of units Inventory	2,199.51	124.18	124.18	124.18	124.18	124.18	124.18	124.18	124.18	124.18	124.18	124.18	124.18	124.18	124.18	124.18	1,501.40
City # of units Inventory %	3.2%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	4.8%
City # of Collections	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SRMVA # of Collections	463	463	463	463	463	463	463	463	463	463	463	463	463	463	463	463	5,556
City # of Collections %	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
SRMVA # of Collections %	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

Agency Facilities	Cost and the Total Agency Expenses	Cost and the Agency Expenses	Cost and the Agency Expenses	Total Hourly Rate	Hours per Year	Agency Facilities Total
Assumed Cost of Operations						
Direct Labor Assumed Cost	\$1,807	\$203	\$1,210	\$2,814	\$107	\$6,508
Supplies for City	\$487	\$108	\$308	\$1,214	\$117	\$1,640
Benefits for City	\$157	\$18	\$109	\$287	\$28	\$362
Travel Time	\$12	\$2	\$7	\$22	\$2	\$62
Vehicle Expenses/Insurance	\$12	\$2	\$7	\$22	\$2	\$62
Total Direct Labor Indirect Costs	\$3,585	\$333	\$2,563	\$4,886	\$180	\$10,137
Other Direct Costs	\$300	\$37	\$190	\$400	\$40	\$1,130
Depreciation - Collection Vehicles	\$1,200	\$110	\$600	\$1,820	\$18	\$1,911
Depreciation - Computers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$1,200	\$110	\$600	\$1,820	\$18	\$1,911
Other	\$0	\$0	\$0	\$0	\$0	\$0
Assumed Higher Costs including Depreciation and Indirect Costs %	\$10	\$37	\$15	\$230	\$107	\$3,511
Operational and Administration (using 50% for Agency Costs)	\$170	\$47	\$100	\$260	\$25	\$1,298
Vehicle Expenses	\$1,200	\$110	\$600	\$1,820	\$18	\$1,911
Complete Assumptions (using 50% for Agency Costs)	\$1,212	\$127	\$707	\$2,046	\$198	\$2,508
Total Assumed Indirect Costs including Depreciation and Interest	\$1,144	\$100	\$634	\$1,878	\$18	\$2,017
Total Assumed Indirect Costs (using 50%)	\$50	\$0	\$27	\$70	\$7	\$116
Assumed Depreciation (Cost Assumptions (from A))	\$0	\$0	\$0	\$0	\$0	\$0
Total Assumed Cost of Operations	\$7,308	\$888	\$5,048	\$10,244	\$827	\$17,288
Profit (Assumed Operating Ratio below)	\$822	\$83	\$338	\$1,243	\$124	\$1,619
96.5%	\$8,130	\$971	\$5,386	\$11,487	\$951	\$18,907
Total Operating Costs below Pass Through Cost Assumptions						
Contractor Pass Through Costs	\$25	\$25	\$11	\$110	\$10	\$308
Contractor Pass Through Costs	\$25	\$25	\$11	\$110	\$10	\$308
Total Contractor Pass Through Costs	\$50	\$50	\$22	\$220	\$20	\$616
TOTAL BASE CONTRACTOR'S COMPENSATION						

	2014	2015	2016	2017	2018	2019	2020	2021	Total
2014	1,807	2,007	2,007	2,007	2,007	2,007	2,007	2,007	15,852
2015	2,007	2,207	2,207	2,207	2,207	2,207	2,207	2,207	17,852
2016	2,207	2,407	2,407	2,407	2,407	2,407	2,407	2,407	19,852
2017	2,407	2,607	2,607	2,607	2,607	2,607	2,607	2,607	21,852
2018	2,607	2,807	2,807	2,807	2,807	2,807	2,807	2,807	23,852
2019	2,807	3,007	3,007	3,007	3,007	3,007	3,007	3,007	25,852
2020	3,007	3,207	3,207	3,207	3,207	3,207	3,207	3,207	27,852
2021	3,207	3,407	3,407	3,407	3,407	3,407	3,407	3,407	29,852
Ending Three Year Average	2,807	3,007	3,207	3,407	3,607	3,807	4,007	4,207	32,852

SEWANA COLLECTION AGREEMENT
 Proposed Compensation 2021
B. Cost of Franchising Costs - Agency Function

Top 5 Sales Based Agreements

PT-071-98-01899 (2017) (and as Example)	204,178	204,178	204,178	204,178	204,178	204,178	204,178
CT-071-98-01900 (2017) (and as Example)	204,178	204,178	204,178	204,178	204,178	204,178	204,178
CT-98-01899 Agreement	198.0%	198.0%	198.0%	198.0%	198.0%	198.0%	198.0%
PT-071-98-01900 (2017) (and as Example)	477,813	477,813	477,813	477,813	477,813	477,813	477,813
CT-071-98-01901 (2017) (and as Example)	477,813	477,813	477,813	477,813	477,813	477,813	477,813
CT-98-01900 Agreement	198.0%	198.0%	198.0%	198.0%	198.0%	198.0%	198.0%
PT-071-01-01899 (2017) (and as Example)	209,232	209,232	209,232	209,232	209,232	209,232	209,232
CT-071-01-01900 (2017) (and as Example)	209,232	209,232	209,232	209,232	209,232	209,232	209,232
CT-01-01-01899 (2017) (and as Example)	198.0%	198.0%	198.0%	198.0%	198.0%	198.0%	198.0%
PT-071-01-01901 (2017) (and as Example)	209,983	209,983	209,983	209,983	209,983	209,983	209,983
CT-071-01-01902 (2017) (and as Example)	209,983	209,983	209,983	209,983	209,983	209,983	209,983
CT-01-01-01901 (2017) (and as Example)	198.0%	198.0%	198.0%	198.0%	198.0%	198.0%	198.0%
CT-01-01-01902 (2017) (and as Example)	198.0%	198.0%	198.0%	198.0%	198.0%	198.0%	198.0%

Agency Function	Cost and This Sales		Cost and This Agency Function		Cost and This Franchisee		Total (This Franchisee)		System and Franchisee		Agency Function Total
	\$	%	\$	%	\$	%	\$	%	\$	%	
Agency Cost of Operations											
Direct Labor Related Costs	\$1,087	\$177	\$177	\$177	\$1,264	\$1,264	\$1,264	\$1,264	\$1,264	\$1,264	\$1,264
Supplies for Office	\$882	\$147	\$147	\$147	\$1,035	\$1,035	\$1,035	\$1,035	\$1,035	\$1,035	\$1,035
Benefits/Health	\$177	\$30	\$30	\$30	\$207	\$207	\$207	\$207	\$207	\$207	\$207
Travel Costs	\$126	\$21	\$21	\$21	\$147	\$147	\$147	\$147	\$147	\$147	\$147
Bad Debt/Contingency Expenses	\$3,300	\$567	\$567	\$567	\$3,867	\$3,867	\$3,867	\$3,867	\$3,867	\$3,867	\$3,867
Total Direct Labor Related Costs	\$6,572	\$1,112	\$1,112	\$1,112	\$6,684	\$6,684	\$6,684	\$6,684	\$6,684	\$6,684	\$6,684
Other Direct Costs	\$177	\$30	\$30	\$30	\$207	\$207	\$207	\$207	\$207	\$207	\$207
Depreciation - Customer Vehicles	\$1,206	\$207	\$207	\$207	\$1,413	\$1,413	\$1,413	\$1,413	\$1,413	\$1,413	\$1,413
Depreciation - Computers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation - Cellular Equipment	\$1,206	\$207	\$207	\$207	\$1,413	\$1,413	\$1,413	\$1,413	\$1,413	\$1,413	\$1,413
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Indirect Costs including Depreciation and Interest (from 9)	\$636	\$109	\$109	\$109	\$745	\$745	\$745	\$745	\$745	\$745	\$745
Contract and Administration (using 10% for Agency Cost)	\$177	\$30	\$30	\$30	\$207	\$207	\$207	\$207	\$207	\$207	\$207
Office Maintenance	\$1,035	\$177	\$177	\$177	\$1,232	\$1,232	\$1,232	\$1,232	\$1,232	\$1,232	\$1,232
Customer Maintenance (using 10% for Agency Cost)	\$126	\$21	\$21	\$21	\$147	\$147	\$147	\$147	\$147	\$147	\$147
Total Adjusted Indirect Costs including Depreciation and Interest	\$2,944	\$507	\$507	\$507	\$3,451	\$3,451	\$3,451	\$3,451	\$3,451	\$3,451	\$3,451
Total Adjusted Indirect Depreciation Costs (from 9)	\$177	\$30	\$30	\$30	\$207	\$207	\$207	\$207	\$207	\$207	\$207
Adjusted Indirect Costs (from 9) (from 10)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Agency Cost of Operations	\$7,308	\$1,242	\$1,242	\$1,242	\$8,556	\$8,556	\$8,556	\$8,556	\$8,556	\$8,556	\$8,556
Franchisee (owner Operating Ratio below)	98.5%										
Total Operating Costs below Franchisee Cost Allocation	\$6,312	86.3%	\$6,312	86.3%	\$7,316	86.6%	\$7,316	86.6%	\$7,316	86.6%	\$7,316
Contractor Fee Through Costs	\$126	1.7%	\$126	1.7%	\$147	1.7%	\$147	1.7%	\$147	1.7%	\$147
Owner System	\$126	1.7%	\$126	1.7%	\$147	1.7%	\$147	1.7%	\$147	1.7%	\$147
Total Contractor Fee Through Costs	\$252	3.4%	\$252	3.4%	\$294	3.4%	\$294	3.4%	\$294	3.4%	\$294
TOTAL BASE CONTRACTOR'S COMPENSATION	\$6,564	90.1%	\$6,564	90.1%	\$7,610	90.1%	\$7,610	90.1%	\$7,610	90.1%	\$7,610

SRM WA COLLECTION AGREEMENT
B. Cost of Fleet, Oil, Alcohol, Cont. - Agency Facilities
 Proposed Compensation: 2022

	Step 2: Service Level Adjustments					
	2014	2015	2016	2017	2018	2019
Prior Year Budget Three-Year Average	1,807	2,067	1,939	1,807	1,807	1,807
Current Year Budget Three-Year Average	1,807	2,067	1,939	1,807	1,807	1,807
2014	1,807	2,067	1,939	1,807	1,807	1,807
2015	1,807	2,067	1,939	1,807	1,807	1,807
2016	1,807	2,067	1,939	1,807	1,807	1,807
2017	1,807	2,067	1,939	1,807	1,807	1,807
2018	1,807	2,067	1,939	1,807	1,807	1,807
2019	1,807	2,067	1,939	1,807	1,807	1,807
2020	1,807	2,067	1,939	1,807	1,807	1,807
2021	1,807	2,067	1,939	1,807	1,807	1,807
2022	1,807	2,067	1,939	1,807	1,807	1,807

Agency Facilities	Cost and Fee Value	Cost and Fee Expense/Manhour	Cost and Fee Knowledge	Total Time for Manhours	Value and Fees	Agency Facilities Total
Assessed Cost of Operations						
Biosolids for CWA	\$1,807	\$11	\$230	\$230	\$117	\$6,306
Biosolids for CWA	\$40	\$10	\$44	\$44	\$17	\$142
Fuel Costs	\$13	\$18	\$16	\$16	\$7	\$142
Vehicle Compensation Insurance	\$13	\$12	\$2	\$2	\$2	\$20
Total Fleet Labor Expenses/Cost	\$180	\$208	\$170	\$170	\$186	\$6,337
Special Fuel Costs	\$88	\$1	\$10	\$10	\$1	\$10
Other Fleet Costs	\$171	\$1	\$38	\$38	\$1	\$113
Depreciation - Collection Vehicles	\$1,206	\$138	\$79	\$79	\$130	\$4,106
Depreciation - Computers	\$1	\$1	\$1	\$1	\$1	\$1
Depreciation for Collection Equipment	\$1,206	\$138	\$79	\$79	\$130	\$4,106
Total	\$1,807	\$11	\$11	\$11	\$11	\$11
Alcohol/Inebriant Costs excluding Depreciation and Interest (From 5)	\$914	\$97	\$11	\$11	\$11	\$1,811
Oil and Fuel Additions (Using 50% for Agency Cost)	\$115	\$61	\$68	\$68	\$21	\$1,848
Vehicle Maintenance	\$1,206	\$124	\$10	\$10	\$10	\$1,870
Contractor Maintenance (Using 50% for Agency Cost)	\$125	\$14	\$7	\$7	\$7	\$1,884
Total Oil and Fuel/Contractor Maintenance and Insurance	\$2,448	\$191	\$1,206	\$1,206	\$1,206	\$1,890
Total Oil and Fuel/Depreciation (From 5)	\$19	\$4	\$21	\$21	\$1	\$1,914
Assess Implementations (Use Same as From 5)	\$1	\$1	\$1	\$1	\$1	\$1,914
Total Assessed Cost of Operations	\$7,888	\$89	\$528	\$528	\$216	\$17,298
Profit (Assess Operating Costs below)	\$823	\$10	\$30	\$30	\$10	\$1,914
Total Operating Costs before Fuel Through Cost Allocation	\$8,002	\$98	\$357	\$357	\$226	\$19,212
Contractor Fuel Through Costs	\$230	\$20	\$112	\$112	\$30	\$19,242
Interest Expense	\$128	\$12	\$142	\$142	\$30	\$19,272
TOTAL BASE CONTRACTORS COMPENSATION	\$8,860	\$130	\$409	\$409	\$146	\$19,518

SRWMA COLLECTION AGREEMENT Proposed Compensation 2021

D. Terms of Hillsborough Allocated Costs - SFD

	Statistics Used for Year 2021 Cost Allocation Only				Total
	2014	2015	2016	2016	
City # of accounts	3,671	3,671	3,588	792	8,675.00
SRWMA # of accounts	34,180	34,172	30,723	29,304	94,380.00
City # of accounts %	3.8%	3.8%	4.0%	2.7%	3.9%
City Total Route Labor hours year	2,513.18	2,493.23	2,607.63	330.33	7,954.39
SRWMA Total Route Labor hours year	40,232.33	41,836.20	39,114.12	13,043.24	141,248.11
City Total Route Labor hours year %	3.4%	3.4%	6.7%	2.7%	3.4%
City # of route hours/year	2,368.34	2,187.72	2,402.41	330.33	7,309.02
SRWMA # of route hours/year	42,647.85	38,380.04	34,849.35	13,043.24	129,122.31
City Total Route Labor hours year %	3.2%	3.2%	6.9%	2.7%	3.7%
City Total Contractors in Service	3,809	3,763	4,309	792	12,683.00
SRWMA Total Contractors in Service	36,836	36,284	39,543	29,304	122,555.00
City Total Contractors in Service %	3.8%	3.9%	4.7%	2.7%	4.0%

Single Family Dwelling	Total Waste	Target Recyclable Materials	Organic Materials (Including Mobile Tires)	Two On-Call Collection Trucks	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CMAs	\$210,639	\$185,240	\$181,380	\$24,000	\$601,259
Benefits for CMAs	\$97,524	\$89,200	\$85,596	\$11,959	\$284,279
Payroll Taxes	\$17,527	\$15,409	\$15,094	\$2,000	\$40,030
Workers Compensation Insurance	\$13,080	\$11,202	\$11,012	\$1,212	\$36,507
Total Direct Labor-Related Costs	\$340,170	\$301,051	\$293,082	\$40,171	\$973,075
Direct Fuel Costs	\$23,627	\$23,642	\$23,990	\$1,138	\$73,397
Other Direct Costs	\$29,796	\$31,399	\$31,868	\$1,823	\$96,986
Depreciation - Collection Vehicles	\$13,772	\$12,679	\$18,509	\$1,049	\$46,009
Depreciation - Containers	\$10,563	\$10,819	\$15,008	\$0	\$36,390
Depreciation for Collection Equipment	\$44,133	\$43,083	\$15,000	\$1,049	\$103,265
Loss	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs-including Depreciation and Interest (From %)					
General and Administrative	\$68,947	\$70,817	\$71,108	\$1,935	\$212,807
Operations	\$70,993	\$21,423	\$25,209	\$499	\$94,124
Vehicle Maintenance	\$18,213	\$40,948	\$48,188	\$764	\$108,093
Container Maintenance	\$10,000	\$10,352	\$11,000	\$203	\$32,555
Total Allocated Indirect Costs-including Depreciation and Interest	\$117,153	\$143,542	\$155,505	\$3,601	\$420,207
Total Allocated Indirect Depreciation Costs (From %)	\$1,207	\$1,207	\$1,368	\$24	\$4,806
Annual Depreciation Cost-Residuals (From %)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$579,676	\$546,766	\$544,740	\$48,211	\$1,719,297
Profit (Insert Operating Ratio Below) 96.5%	\$68,419	\$77,349	\$78,907	\$3,664	\$198,341
Total Proposed Costs before Pass-Through Cost Allocation	\$648,095	\$624,115	\$623,647	\$51,875	\$1,917,638
Contractor Pass-Through Costs					
Interest Expense	\$11,873	\$10,044	\$11,185	\$227	\$33,329
Total Contractor Pass-Through Costs	\$13,873	\$10,044	\$12,370	\$227	\$46,670
TOTAL BASE CONTRACTOR'S COMPENSATION	\$661,968	\$634,159	\$636,017	\$52,102	\$1,964,308

	Service Level Statistics Used for Future Service Level Cost Adjustments		
	Accounts	Accounts	Accounts
2014	3,646	3,646	3,646
2015	3,664	3,664	3,664
2016	3,671	3,671	3,671
Rolling Three-Year Average	3,660	3,660	3,660

SRNA COLLECTION AGREEMENT
D. Terms of Performance Adjustment Cont. (3/3)
 Proposed Compensation 2023

Table 1. Labor Based Adjustments

PT-CR-01-01-01-01-01 (Land as Example)	204,176	204,176	204,176	204,176	204,176	204,176
PT-CR-01-01-01-01-02 (Land as Example)	204,176	204,176	204,176	204,176	204,176	204,176
PT-CR-01-01-01-01-03 (Land as Example)	189,795	189,795	189,795	189,795	189,795	189,795
PT-CR-01-01-01-01-04 (Land as Example)	477,815	477,815	477,815	477,815	477,815	477,815
PT-CR-01-01-01-01-05 (Land as Example)	477,815	477,815	477,815	477,815	477,815	477,815
PT-CR-01-01-01-01-06 (Land as Example)	488,895	488,895	488,895	488,895	488,895	488,895
PT-CR-01-01-01-01-07 (Land as Example)	209,212	209,212	209,212	209,212	209,212	209,212
PT-CR-01-01-01-01-08 (Land as Example)	209,212	209,212	209,212	209,212	209,212	209,212
PT-CR-01-01-01-01-09 (Land as Example)	189,795	189,795	189,795	189,795	189,795	189,795
PT-CR-01-01-01-01-10 (Land as Example)	204,943	204,943	204,943	204,943	204,943	204,943
PT-CR-01-01-01-01-11 (Land as Example)	204,943	204,943	204,943	204,943	204,943	204,943
PT-CR-01-01-01-01-12 (Land as Example)	189,795	189,795	189,795	189,795	189,795	189,795

Annual Cost of Operations	Single Family Dwelling					
	NAF Item	Original Estimate	Current Estimate (including Inflation)	% Change (Current Estimate - Original Estimate)	% Change (Current Estimate - Original Estimate)	Single Family Dwelling Total
Annual Cost of Operations						
Direct Labor Adjusted Cost	\$10,128	\$10,128	\$10,128	0%	0%	\$10,128
Margin for CR's	\$70,524	\$70,524	\$70,524	0%	0%	\$70,524
Margin for CR's	\$17,527	\$17,527	\$17,527	0%	0%	\$17,527
Fixed Fees	\$12,822	\$12,822	\$12,822	0%	0%	\$12,822
Variable Compensation Incentive	\$10,179	\$10,179	\$10,179	0%	0%	\$10,179
Total Direct Labor Adjusted Cost	\$23,980	\$23,980	\$23,980	0%	0%	\$23,980
Other Direct Costs	\$20,796	\$20,796	\$20,796	0%	0%	\$20,796
Depreciation - Customer Vehicles	\$10,729	\$10,729	\$10,729	0%	0%	\$10,729
Depreciation - Computers	\$10,543	\$10,543	\$10,543	0%	0%	\$10,543
Depreciation for Cellular Equipment	\$4,256	\$4,256	\$4,256	0%	0%	\$4,256
Other	\$0	\$0	\$0	0%	0%	\$0
Adjusted Indirect Costs including Depreciation and Interest (From % Expense and Administration)	\$68,847	\$70,617	\$71,120	2.1%	2.1%	\$71,120
Expense	\$10,960	\$12,423	\$12,520	13.4%	13.4%	\$12,520
Vehicle Maintenance	\$48,225	\$48,196	\$48,158	-0.1%	-0.1%	\$48,158
Customer Maintenance	\$10,615	\$11,172	\$11,461	6.2%	6.2%	\$11,461
Total Adjusted Indirect Costs including Depreciation and Interest	\$120,487	\$122,402	\$123,159	1.9%	1.9%	\$123,159
Total Adjusted Indirect Dependence (Cost From % Annual Implementation Cost - Implementation From A/C)	\$0	\$0	\$0	0%	0%	\$0
Total Annual Cost of Operations	\$479,924	\$484,706	\$484,742	0.9%	0.9%	\$484,742
Profit (Owner Operating Basis Below)	\$88,428	\$97,288	\$98,282	10.9%	10.9%	\$98,282
Total Proposed Fees Before Pass-Through Cost Adjustment	\$401,500	\$404,198	\$404,198	0.7%	0.7%	\$404,198
Construction Pass-Through Costs						
Direct System	\$10,127	\$10,127	\$10,127	0%	0%	\$10,127
Fixed Construction Pass-Through Costs	\$18,822	\$18,822	\$18,822	0%	0%	\$18,822
TOTAL BASE CONTRACTOR'S COMPENSATION	\$28,949	\$28,949	\$28,949	0%	0%	\$28,949

SRMMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. Terms of Hillsborough Allocated Costs - SFD

Step 1: Service Level Adjustments			
	Accounts	Accounts	Accounts
2018	3,640	3,640	3,640
2019	3,664	3,664	3,664
2020	3,671	3,671	3,671
Prior Year Rolling Three-Year Average	3,660	3,660	3,660
	Accounts	Accounts	Accounts
2018	3,640	3,640	3,640
2019	3,664	3,664	3,664
2020	3,671	3,671	3,671
Current Year Rolling Three-Year Average	3,660	3,660	3,660
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%

Single Family Dwelling	Actual 2020	Targeted Baseable Materials	Organic Materials (Including 2020s Taxes)	Two On-Call Collection Trucks	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor Related Costs					
Wages for CMAs	\$291,039	\$393,290	\$381,300	\$24,995	\$691,224
Benefits for CMAs	\$97,424	\$84,291	\$83,130	\$12,999	\$284,027
Payroll Taxes	\$17,527	\$13,409	\$13,084	\$2,005	\$50,024
Workers Compensation Insurance	\$12,000	\$12,202	\$12,017	\$1,217	\$40,837
Total Direct Labor Related Costs	\$418,030	\$503,092	\$590,631	\$41,216	\$1,053,976
Direct Fuel Costs	\$22,627	\$21,842	\$21,950	\$1,134	\$71,598
Other Direct Costs	\$29,799	\$30,399	\$30,808	\$1,821	\$16,886
Depreciation - Collection Vehicles	\$13,772	\$12,673	\$18,793	\$1,649	\$146,088
Depreciation - Containers	\$15,963	\$19,800	\$13,008	\$0	\$36,384
Depreciation for Collection Equipment	\$64,333	\$63,683	\$53,007	\$1,699	\$142,864
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From F)					
General and Administrative	\$68,847	\$70,917	\$71,103	\$1,939	\$212,809
Overhead	\$19,900	\$20,421	\$23,204	\$400	\$67,922
Vehicle Maintenance	\$18,213	\$40,748	\$48,358	\$754	\$128,093
Container Maintenance	\$10,630	\$10,332	\$11,683	\$392	\$32,285
Total Allocated Indirect Costs including Depreciation and Interest	\$117,590	\$142,418	\$154,148	\$3,765	\$405,212
Total Allocated Indirect Depreciation Costs (From F)	\$1,297	\$1,297	\$1,594	\$19	\$6,092
Annual Implementation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$775,274	\$946,760	\$960,742	\$48,211	\$1,743,287
Profit (Insert Operating Ratio below)	90.5%	\$67,399	\$98,967	\$5,940	\$193,842
Total Proposed Costs before Pass-Through Cost Allocation	\$607,903	\$849,361	\$861,785	\$52,272	\$1,549,445
Contractor Pass-Through Costs					
Interest Expense	\$10,873	\$10,664	\$13,143	\$217	\$34,940
Total Contractor Pass-Through Costs	\$10,873	\$10,664	\$13,143	\$217	\$34,940
TOTAL BASE CONTRACTOR'S COMPENSATION	\$618,776	\$860,025	\$874,928	\$52,489	\$1,584,385

SRMVA COLLECTION AGREEMENT
 Proposed Compensation 2015

D. Types of Businesses: MFB & Commercial

Percentages based on Year 2011 Goal Allocations Only

Category	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total
City # of Accounts	0	0	0	0	0	0	0	0	0	0	0
SRMVA # Accounts	10,100.00	10,200.00	1,120.00	1,120.00	1,120.00	1,120.00	1,120.00	1,120.00	1,120.00	1,120.00	72,480.00
City # of Accounts %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
City Total (Total Labor hours per SRMVA Total Hours Labor hours per City Total Hours Labor hours per %)	64.25	13.56	49.74	49.74	49.74	49.74	49.74	49.74	49.74	49.74	130.26
City # of non-Residential SRMVA # of non-Residential City # of non-Residential %	60.78	13.29	47.25	47.25	47.25	47.25	47.25	47.25	47.25	47.25	120.20
City # of non-Residential SRMVA # of non-Residential City # of non-Residential %	94.62%	94.62%	94.62%	94.62%	94.62%	94.62%	94.62%	94.62%	94.62%	94.62%	94.62%
City Total (Total Hours per SRMVA Total Hours per SRMVA %)	13,240.00	13,300.00	2,240.00	2,240.00	2,240.00	2,240.00	2,240.00	2,240.00	2,240.00	2,240.00	14,560.00
City Total (Total Hours per SRMVA %)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

MFB & Commercial	City and Non-City		City and Non-City		City and Non-City		Year Long		Two-Check		Commercial Total
	City	Non-City	City	Non-City	City	Non-City	City	Non-City	City	Non-City	
Standard Cost of Operations											
Total Labor Related Costs	\$0,310	\$0,310	\$0,310	\$0,310	\$0,310	\$0,310	\$0	\$0	\$0,310	\$0,310	\$1,210
Wages for City	\$0,310	\$0,310	\$0,310	\$0,310	\$0,310	\$0,310	\$0	\$0	\$0,310	\$0,310	\$1,210
Benefits for City	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Payroll Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Standard Compensation Bureau	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Labor Related Costs	\$0,310	\$0,310	\$0,310	\$0,310	\$0,310	\$0,310	\$0	\$0	\$0,310	\$0,310	\$1,210
Other Total Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Total Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation - Customer Vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation - Customer	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation by Customer Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Labor Costs including Depreciation and Standard Costs %	\$0,310	\$0,310	\$0,310	\$0,310	\$0,310	\$0,310	\$0	\$0	\$0,310	\$0,310	\$1,210
Operating	\$0,310	\$0,310	\$0,310	\$0,310	\$0,310	\$0,310	\$0	\$0	\$0,310	\$0,310	\$1,210
Vehicle Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Customer Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Above and Below Costs including Depreciation and Standard	\$0,310	\$0,310	\$0,310	\$0,310	\$0,310	\$0,310	\$0	\$0	\$0,310	\$0,310	\$1,210
Total Adjusted Labor Depreciation (Cost (From 1))	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Adjusted Labor Depreciation (Cost (From 1))	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Standard Compensation (Cost (Standard (From 1))	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Standard Cost of Operations	\$0,310	\$0,310	\$0,310	\$0,310	\$0,310	\$0,310	\$0	\$0	\$0,310	\$0,310	\$1,210
Fixed (Direct Operating Costs (Below))	\$0,200.00	\$0,200.00	\$0,200.00	\$0,200.00	\$0,200.00	\$0,200.00	\$0	\$0	\$0,200.00	\$0,200.00	\$800.00
Total Proposed Costs (Below) From Through Cost Allocations	\$0,510.00	\$0,510.00	\$0,510.00	\$0,510.00	\$0,510.00	\$0,510.00	\$0	\$0	\$0,510.00	\$0,510.00	\$1,920.00
Contractor Fee Through Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Standard Contractor Fee Through Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL BASE CONTRACTOR'S COMPENSATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Service Level Variations (Based on Below Service Level Fee Adjustments)											
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Building Three-Year Average	1,000	900	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200

SRWMA COLLECTION AGREEMENT **Proposed Compensation** **2021**
D. Term of Hillsborough Allocated Costs - MFD & Commercial

Step 5: Index Based Adjustments					
PY CPS-W Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CPS-W Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CPS-W Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-W Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CY CPS-W Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CPS-W Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-U Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CPS-U Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CPS-U Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CY CPS-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CPS-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cost and the Sold	Cost and the	Cost and the	Total (Step Five	Over the Call	MFD & Commercial Total
	Wages	For Payable Materials	Materials (including Holiday Times)	Materials)	Collection Trucks	
	E	F	G	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for Crews	\$1,101	\$1,011	\$1,701	\$0	\$1,884	\$17,934
Benefits for Crews	\$2,766	\$413	\$2,425	\$0	\$1,010	\$7,331
Payroll Taxes	\$444	\$84	\$541	\$0	\$123	\$1,492
Workers Compensation Insurance	\$181	\$22	\$162	\$0	\$227	\$1,278
Total Direct Labor-Related Costs	\$4,592	\$1,530	\$4,829	\$0	\$3,244	\$32,035
Direct Fuel Costs	\$632	\$107	\$1,059	\$0	\$422	\$2,201
Other Direct Costs	\$876	\$172	\$1,274	\$0	\$581	\$2,847
Depreciation - Collection Vehicles	\$776	\$166	\$1,876	\$0	\$492	\$1,201
Depreciation - Computers	\$61	\$25	\$974	\$0	\$100	\$662
Depreciation for Collection Equipment	\$842	\$285	\$2,246	\$0	\$792	\$1,877
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (from A)						
General and Administrative	\$146	\$676	\$4,113	\$0	\$806	\$6,342
Operation	\$256	\$196	\$2,045	\$0	\$104	\$1,180
Vehicle Maintenance	\$476	\$201	\$1,086	\$0	\$104	\$6,076
Container Maintenance	\$71	\$196	\$737	\$0	\$106	\$1,120
Total Allocated Indirect Costs including Depreciation and Interest	\$1,349	\$1,380	\$11,981	\$0	\$1,616	\$14,720
Total Allocated Indirect Depreciation Costs (from F)	\$0	\$7	\$231	\$0	\$10	\$171
Annual Implementation Cost Amortization (from A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$11,496	\$1,973	\$28,425	\$0	\$5,496	\$53,963
Profit (Insert Operating Ratio Below) 96.5%	\$1,342	\$178	\$3,668	\$0	\$977	\$5,626
Total Proposed Costs before Pass-Through Cost Allocation	\$11,708	\$2,148	\$31,429	\$0	\$6,493	\$59,572
Contractor Pass-Through Costs						
Interest Expense	\$276	\$11	\$721	\$0	\$161	\$1,240
Total Contractor Pass-Through Costs	\$276	\$11	\$721	\$0	\$161	\$1,240
TOTAL BASE CONTRACTOR'S COMPENSATION	\$11,972	\$2,159	\$32,150	\$0	\$6,654	\$60,812

SEWNA COLLECTION AGREEMENT
 Proposed Compensation 2021
 B. Terms of Compensation, Allowed Costs: MFD & Commercial

		Step 2 Service Level Adjustments					
		2014	2015	2016	2017	2018	2019
Price Year Billing Through Year Average		2014	2015	2016	2017	2018	2019
		1,020	988	1,020	1,020	1,020	1,020
Current Year Billing Through Year Average		2014	2015	2016	2017	2018	2019
		1,020	988	1,020	1,020	1,020	1,020
2020 Service Level Adjustment Factor		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
2021 Service Level Adjustment Factor		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cost per Ton Solid		Cost per Ton Recycled Materials		Cost per Ton Organic Materials (Including Sludge) Tons		Total Tons per Service (M)	Total Cost of Collection Tons	MFD & Commercial Total
	2020	2021	2020	2021	2020	2021			
Assessed Cost of Operations									
Wages & Salaries	\$1,017	\$1,203	\$1,017	\$1,203	\$1,017	\$1,203	30	\$3,051	\$3,609
Benefits for O&M	\$2,444	\$416	\$2,444	\$416	\$2,444	\$416	30	\$7,338	\$8,820
Fixed Taxes	\$448	\$44	\$448	\$44	\$448	\$44	30	\$1,344	\$1,632
Variable Compensation Benefits	\$30	\$32	\$30	\$32	\$30	\$32	30	\$900	\$936
Total Direct Labor Related Costs	\$4,139	\$1,795	\$4,139	\$1,795	\$4,139	\$1,795	30	\$12,623	\$15,027
Material Fuel Costs	\$642	\$487	\$642	\$487	\$642	\$487	30	\$19,260	\$14,340
Other Direct Costs	\$23	\$172	\$23	\$172	\$23	\$172	30	\$690	\$5,166
Depreciation - Collection Vehicles	\$779	\$388	\$779	\$388	\$779	\$388	30	\$23,370	\$11,640
Depreciation - Collection	\$61	\$113	\$61	\$113	\$61	\$113	30	\$1,830	\$3,390
Depreciation for Collection Equipment	\$442	\$251	\$442	\$251	\$442	\$251	30	\$13,260	\$7,530
Total	\$6,025	\$3,909	\$6,025	\$3,909	\$6,025	\$3,909	30	\$18,075	\$11,895
Adjusted Subject Costs including Depreciation and Interest From 10									
General and Administrative	\$136	\$178	\$136	\$178	\$136	\$178	30	\$4,080	\$5,340
Operations	\$278	\$326	\$278	\$326	\$278	\$326	30	\$8,340	\$10,380
Vehicle Maintenance	\$278	\$205	\$278	\$205	\$278	\$205	30	\$8,340	\$6,150
Collection Materials	\$71	\$136	\$71	\$136	\$71	\$136	30	\$2,130	\$4,080
Total Adjusted Subject Costs including Depreciation and Interest	\$1,263	\$1,145	\$1,263	\$1,145	\$1,263	\$1,145	30	\$37,973	\$36,735
Total Adjusted Subject Depreciation Cost (From 10)	\$16	\$7	\$16	\$7	\$16	\$7	30	\$480	\$210
Allowed Supervision Cost Adjustment (From 10)	\$0	\$0	\$0	\$0	\$0	\$0	30	\$0	\$0
Total Assessed Cost of Operations	\$12,623	\$4,279	\$12,623	\$4,279	\$12,623	\$4,279	30	\$38,243	\$15,303
Profit (Insert Operating Ratio below)	\$1,263	\$416	\$1,263	\$416	\$1,263	\$416	30	\$3,789	\$1,248
Total Payment of Cash Incentive From Through Cost Allocation	\$11,360	\$3,863	\$11,360	\$3,863	\$11,360	\$3,863	30	\$34,454	\$14,055
Construction Pass Through Costs									
Interest Expense	\$278	\$23	\$278	\$23	\$278	\$23	30	\$8,340	\$1,890
Total Construction Pass Through Costs	\$278	\$23	\$278	\$23	\$278	\$23	30	\$8,340	\$1,890
TOTAL BASIC CONTRACTOR'S COST VALUATION	\$12,901	\$4,302	\$12,901	\$4,302	\$12,901	\$4,302	30	\$39,627	\$17,193

SRWMA COLLECTION AGREEMENT Proposed Compensation 2021
D. Town of Hillsborough Allocated Costs - Agency Facilities

	Statistics Used for Year 2021 Cost Allocation Only					Totals
	2014	2015	2016	2017	2018	
City # of Lifts per year	406	468	728		1,602	1,612.00
SRWMA # Lifts per year (Accounts for Varies/Events)	242,307	16,744	63,039		342,090	
City # of Lifts per year %	0.2%	2.8%	2.2%		2.2%	
City Total Route Labor hours year	2,002	10,005	20,798	101,299	134,004	33,805
SRWMA Total Route Labor hours year	4,706.55	236,001	493,066		733,773	5,935.45
City Total Route Labor hours year	0.0%	4.2%	2.2%		2.2%	
City # of Loads/Year	0.10	0.30	10.10		10.50	28.23
SRWMA # of Loads/Year	2,599.50	224.16	109.57		3,933.23	
City # of Loads/Year %	0.0%	4.2%	2.0%		2.2%	
City # of Containers	5	9	18		30	38.00
SRWMA # of Containers	842	236	328		1,406	
City # of Containers %	0.4%	3.3%	2.7%		2.2%	

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Transfer and Events	Agency Facilities Total
	E	O	R	D	T	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CRAs	\$14	\$107	\$342	\$1,182	\$74	\$2,719
Benefits for CRAs	\$14	\$78	\$249	\$796	\$35	\$1,168
Payroll Taxes	\$7	\$14	\$40	\$140	\$6	\$107
Workers Compensation Insurance	\$2	\$12	\$26	\$120	\$2	\$162
Total Direct Labor-Related Costs	\$37	\$211	\$657	\$2,238	\$117	\$3,249
Direct Fuel Costs	\$4	\$20	\$66	\$205	\$9	\$204
Other Direct Costs	\$8	\$19	\$42	\$160	\$14	\$143
Depreciation - Collection Vehicles	\$17	\$45	\$164	\$403	\$16	\$645
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$17	\$85	\$184	\$455	\$19	\$749
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form Y)						
General and Administrative (using lifts for Agency Costs)	\$27	\$134	\$296	\$1,344	\$103	\$2,704
Operation	\$8	\$39	\$84	\$396	\$17	\$164
Vehicle Maintenance	\$15	\$74	\$160	\$746	\$30	\$1,025
Container Maintenance (using lifts for Agency Costs)	\$4	\$19	\$42	\$164	\$8	\$136
Total Allocated Indirect Costs including Depreciation and Interest	\$54	\$266	\$582	\$2,650	\$160	\$4,212
Total Allocated Indirect Depreciation Costs (Form Y)	\$0	\$0	\$0	\$29	\$0	\$29
Annual Implementation Cost Allocation (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$127	\$681	\$1,889	\$6,874	\$386	\$10,557
Profit (Insert Operating Ratio below)	\$14	\$72	\$155	\$722	\$39	\$1,002
Total Operating Costs before Pass-Through Cost Allocation	\$141	\$753	\$2,044	\$7,596	\$425	\$11,559
Contractor Pass-Through Costs						
Service Expense	\$4	\$18	\$39	\$161	\$7	\$209
Total Contractor Pass-Through Costs	\$4	\$18	\$39	\$161	\$7	\$209
TOTAL BASE CONTRACTOR'S COMPENSATION	\$145	\$771	\$2,083	\$7,757	\$432	\$11,768

	Service Level Statistics Used for Future Service Level Cost Adjustments					
	2014	2015	2016	2017	2018	Rolling Three-Year Average
Lifts	406	468	728		1,602	1,612
Loads	0.10	0.30	10.10		10.50	10.50
Containers	5	9	18		30	38

SBN WA COLLECTION AGREEMENT
D. Terms and Conditions - Agency Facilities

Proposed Compensation

2021

Table 1 - Labor Based Agreements

	2020 FTE	2021 FTE	2020 FTE	2021 FTE	2020 FTE	2021 FTE	2020 FTE	2021 FTE	2020 FTE	2021 FTE	2020 FTE	2021 FTE
PT-CR-16: Support (2021 Laid or Example)	204	176	204	176	204	176	204	176	204	176	204	176
PT-CR-16: Wt Support (2021 Laid or Example)	204	176	204	176	204	176	204	176	204	176	204	176
PT-CR-16: Support Adjustment	180	191	180	191	180	191	180	191	180	191	180	191
PT-CR-16: Additional (2021 Laid or Example)	477	415	477	415	477	415	477	415	477	415	477	415
PT-CR-16: Additional (2021 Laid or Example)	477	415	477	415	477	415	477	415	477	415	477	415
CR-16: Additional Adjustment	180	191	180	191	180	191	180	191	180	191	180	191
PT-CR-16: Support Fund (2021 Laid or Example)	209	212	209	212	209	212	209	212	209	212	209	212
PT-CR-16: Support Fund (2021 Laid or Example)	209	212	209	212	209	212	209	212	209	212	209	212
PT-CR-16: Support Fund Adjustment	180	191	180	191	180	191	180	191	180	191	180	191
PT-CR-16: (2021 Laid or Example)	209	193	209	193	209	193	209	193	209	193	209	193
PT-CR-16: (2021 Laid or Example)	209	193	209	193	209	193	209	193	209	193	209	193
CR-17: Adjustment	180	191	180	191	180	191	180	191	180	191	180	191

Agency Facilities	Cost and Fee Model	Cost and Fee Model	Cost and Fee Model	Cost and Fee Model	Cost and Fee Model	Value and Fees	Agency Facilities Total
	Type	System	Method	Method	Method		
Assess Cost of Operations							
Direct Labor Related Costs	514	507	512	512	514	511	5139
Supplies for CR/IR	606	678	678	678	678	677	6104
Supplies for CR/IR	81	84	84	84	84	84	759
Travel Fees	52	52	52	52	52	52	467
Business Computer Expenses	504	525	525	525	525	523	4730
Indirect Support Other Related Costs							4170
Direct Fund Costs							
Other Operational	84	82	82	82	84	82	738
Dependence - California Vehicles	127	140	140	140	140	140	1254
Dependence - Computers	30	30	30	30	30	30	270
Dependence for California Equipment	173	160	160	160	160	160	1434
Other							
License	88	88	88	88	88	88	792
Advanced Support Costs including Dependence and Support (From 3)							
Contract and Administration (From 3) for Agency Costs	427	518	526	514	514	514	4579
Operational	88	94	94	94	94	94	835
Vehicle Maintenance	514	574	574	574	574	574	5167
Customer Maintenance (From 3) for Agency Costs	54	59	59	59	59	59	530
Indirect Support Costs including Dependence and Support	618	626	626	626	626	626	5423
Indirect Support Related Expenses (From 3)	81	81	81	81	81	81	729
Annual Support/Support for Agency (From 3)	81	81	81	81	81	81	729
Total Annual Cost of Operations	1027	1060	1060	1060	1060	1060	9354
Profit (least Operating Ratio Index)	514	574	574	574	574	574	5093
		92.7%					50.9%
Total Operating Costs Inher Pass Through Cost Allocation	1102	1134	1134	1134	1134	1134	10047
Contractor Pass Through Costs							
License Costs	88	88	88	88	88	88	792
Total Contractor Pass Through Costs	88	88	88	88	88	88	792
TOTAL BASE CONTRACTORS CONTRIBUTION	1190	1222	1222	1222	1222	1222	10839

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. Tonn of Household Allocated Costs - Agency Facilities

Step 2: Tonnage Level Adjustments						
	2014	2015	2016	2017	2018	2019
2014	312	312	408	408	408	76
2015	312	312	408	408	408	129
2016	408	408	408	408	728	76
Prior Year Rolling Three-Year Average	347	399	797			94
2014	312	312	408	408	408	76
2015	312	312	408	408	408	129
2016	408	408	408	408	728	76
Current Year Rolling Three-Year Average	347	399	797			94
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	1
80% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	1

Agency Facilities	Cost and Disposal Waste	Cost and Disposal Organic Materials	Cost and Disposal Recyclable Materials	Total Drop Box Services (All Materials)	Vehicle and Tires	Agency Facilities Total
	F	G	H	I	J	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CBAs	\$14	\$157	\$162	\$1,042	\$74	\$1,349
Benefits for CBAs	\$16	\$78	\$149	\$786	\$11	\$1,040
Payroll Taxes	\$5	\$14	\$18	\$149	\$6	\$118
Workers Compensation Insurance	\$2	\$12	\$20	\$120	\$2	\$116
Total Direct Labor Related Costs	\$37	\$271	\$349	\$2,037	\$93	\$3,087
Direct Fuel Costs	\$4	\$29	\$44	\$259	\$1	\$237
Other Direct Costs	\$8	\$18	\$42	\$141	\$18	\$127
Depreciation - Collection Vehicles	\$17	\$45	\$144	\$473	\$11	\$1,110
Depreciation - Containers	\$1	\$1	\$1	\$1	\$1	\$5
Depreciation for Collection Equipment	\$17	\$45	\$144	\$473	\$11	\$1,110
Total	\$62	\$173	\$331	\$3,124	\$122	\$4,213
Allocated Indirect Costs including Depreciation and Interest (From W)						
General and Administrative (using 50% for Agency Costs)	\$17	\$134	\$230	\$1,148	\$111	\$1,530
Operation	\$8	\$19	\$44	\$149	\$17	\$117
Vehicle Maintenance	\$11	\$74	\$141	\$746	\$12	\$1,024
Container Maintenance (using 50% for Agency Costs)	\$4	\$19	\$42	\$149	\$8	\$116
Total Allocated Indirect Costs including Depreciation and Interest	\$40	\$326	\$457	\$2,182	\$148	\$3,153
Total Allocated Indirect Depreciation Costs (From W)	\$1	\$1	\$1	\$1	\$1	\$5
Annual Implementation Cost Allocation (From X)	\$1	\$1	\$1	\$1	\$1	\$5
Total Annual Cost of Operations	\$103	\$699	\$1,136	\$5,306	\$272	\$8,516
Profit (Insert Operating Ratio below)	\$14	\$72	\$118	\$732	\$9	\$1,025
Total Operating Costs before Pass-Through Cost Allocation	\$117	\$771	\$1,254	\$6,038	\$281	\$9,541
Contractor Pass-Through Costs						
Interest Expense	\$4	\$18	\$19	\$111	\$7	\$159
Total Contractor Pass-Through Costs	\$4	\$18	\$19	\$111	\$7	\$159
TOTAL BASE CONTRACTOR'S COMPENSATION	\$121	\$789	\$1,273	\$6,149	\$288	\$9,700

SWMVA COLLECTION AGREEMENT

City of Nevada Park Allocated Costs - STD

Proposed Compensation

2011

Category	2009	2010	2011	Total
City of accounts	7,800	7,536	7,560	22,900
WVWVA # of accounts	64,900	64,712	64,712	194,324
City of accounts %	8.2%	8.2%	8.2%	8.2%
City Total (before Labor Share Cost)	4,236.10	4,041.22	3,742.01	12,019.33
WVWVA Total (before Labor Share Cost)	40,212.31	42,215.20	51,114.12	133,541.63
City Total (before Labor Share Cost %)	8.2%	6.6%	6.6%	7.2%
City # of total households	5,725.06	5,677.19	5,514.61	16,916.86
WVWVA # of total households	42,847.69	46,780.04	51,549.56	141,177.29
City Total (before Labor Share Cost %)	8.2%	6.2%	6.2%	7.2%
City Total (before Labor Share Cost %)	8.11%	6.11%	6.11%	7.1%
City Total (before Labor Share Cost %)	8.2%	6.2%	6.2%	7.2%
City Total (before Labor Share Cost %)	8.2%	6.2%	6.2%	7.2%

Category	2011	2010	2009	Total
Annual Cost of Operations	\$117,472	\$117,861	\$101,839	\$337,172
Fixed Labor Share Cost	\$117,472	\$117,861	\$101,839	\$337,172
Wages for City	\$101,386	\$102,282	\$87,476	\$291,144
Benefits for City	\$2,504	\$2,598	\$2,366	\$7,468
Fixed Taxes	\$2,320	\$2,781	\$2,000	\$7,101
Wastewater Compensation	\$2,262	\$2,200	\$1,997	\$6,459
Total Fixed Labor Share Cost	\$108,472	\$110,261	\$93,839	\$312,572
Other Fixed Costs	\$9,000	\$8,600	\$8,000	\$25,600
Depreciation - Capital Assets	\$10,000	\$10,700	\$10,000	\$30,700
Depreciable - Capital	\$22,115	\$23,500	\$21,500	\$67,115
Depreciation for Capital Equipment	\$29,222	\$29,222	\$29,222	\$87,666
Loss	\$0	\$0	\$0	\$0
Advanced Labor Cost including Depreciation and Interest Over 5%	\$117,472	\$117,861	\$101,839	\$337,172
General and Administrative	\$11,675	\$8,642	\$10,281	\$30,598
Operations	\$11,675	\$8,642	\$10,281	\$30,598
Vehicle Maintenance	\$64,106	\$68,871	\$66,636	\$199,613
Capital Maintenance	\$21,179	\$22,512	\$21,916	\$65,607
Total Advanced Labor Cost including Depreciation and Interest	\$207,890	\$208,022	\$179,514	\$615,426
Total Advanced Labor Depreciation Cost (Over 5%)	\$2,417	\$2,779	\$2,730	\$7,926
Annual Implementation Cost (Over 5%)	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$209,907	\$211,101	\$182,244	\$603,252
Profit (before Operating Basis below)	\$106,106	\$99,416	\$90,206	\$295,728
96.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$113,825	\$106,673	\$90,601	\$311,100
Contractor Pass-Through Costs	\$19,429	\$19,116	\$20,512	\$59,057
Interest Expense	\$2,422	\$2,416	\$2,611	\$7,459
Total Contractor Pass-Through Costs	\$21,851	\$21,532	\$23,123	\$66,506
EDIAL BASE CONTRACTOR'S COMPENSATION	\$113,825	\$106,673	\$90,601	\$311,100

Year	2014	2013	2012	2011
2014	7,829	7,829	7,829	7,829
2013	7,829	7,829	7,829	7,829
2012	7,829	7,829	7,829	7,829
2011	7,829	7,829	7,829	7,829
Budget Three Year Average	7,829	7,829	7,829	7,829

SERVA COLLECTION AGREEMENT
 City of Mateo Park, Alameda Calif. - SDP

Proposed Compensation 2023

Fig 1. Labor Based Agreements

PR CFS-16-10 Sign (2017) (and as Example)	204,176	204,176	204,176	204,176	204,176
CR CFS-16-10 Sign (2017) (and as Example)	204,176	204,176	204,176	204,176	204,176
CR-Mc Major Adjustment	180,876	180,876	180,876	180,876	180,876
PR/CRT W/Added (2017) (and as Example)	477,813	477,813	477,813	477,813	477,813
CR/CRT W/Added (2017) (and as Example)	477,813	477,813	477,813	477,813	477,813
CR W/Added Adjustment	180,876	180,876	180,876	180,876	180,876
PR CFS-16-Major Paid (2017) (and as Example)	209,212	209,212	209,212	209,212	209,212
CR CFS-16-Major Paid (2017) (and as Example)	209,212	209,212	209,212	209,212	209,212
CR-LS Major Paid Adjustment	180,876	180,876	180,876	180,876	180,876
PR CFS-11 (2017) (and as Example)	209,983	209,983	209,983	209,983	209,983
CR CFS-11 (2017) (and as Example)	209,983	209,983	209,983	209,983	209,983
CR-LS Adjustment	180,876	180,876	180,876	180,876	180,876

Annual Cost of Operations	Single Family Dwelling				
	Fixed Costs A	Variable Expenses B	Operational Expenses (including Fuel) C	Total Cost D	Single Family Dwelling Total
Total Labor Related Costs	\$154,780	\$103,313	\$20,179	\$61,798	\$981,702
Signs for CR/L	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
Materials for CR/L	\$20,000	\$20,000	\$20,000	\$20,000	\$80,000
Travel Time	\$20,000	\$20,000	\$20,000	\$20,000	\$80,000
Vehicle Compensation Expense	\$20,000	\$20,000	\$20,000	\$20,000	\$80,000
Total (Travel, Labor, Materials, etc)	\$114,780	\$80,313	\$10,179	\$51,000	\$781,200
Other Fixed Costs	\$90,000	\$23,776	\$4,216	\$4,807	\$111,264
Depreciation - Collection Vehicle	\$50,000	\$10,000	\$1,000	\$1,000	\$40,000
Depreciation - Computers	\$20,000	\$13,776	\$2,180	\$2,300	\$27,252
Depreciation for Collection Equipment	\$19,222	\$1,999	\$2,999	\$2,307	\$27,812
Total	\$244,780	\$127,089	\$24,395	\$66,605	\$1,092,966
Adjusted Values (Cost including Depreciation and Interest (Rate %))	\$175,477	\$113,863	\$20,939	\$61,208	\$846,861
Fixed and Administration	\$113,179	\$50,002	\$14,982	\$1,002	\$169,167
Vehicle Maintenance	\$64,106	\$64,807	\$64,806	\$1,000	\$254,878
Contractor Maintenance	\$13,179	\$12,122	\$23,808	\$300	\$2,202
Total Adjusted Labor Costs including Depreciation and Interest	\$267,990	\$291,623	\$271,514	\$9,007	\$911,876
Total Adjusted Labor Depreciation Costs (Rate %)	\$1,007	\$1,779	\$2,179	\$61	\$1,441
Annual Implementation Cost Allocation (Rate %)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$114,000	\$94,248	\$90,000	\$12,966	\$124,000
Profit (Open Operating Basis below)	\$90,000	\$90,000	\$90,000	\$12,966	\$90,000
Total Proposed Cost before Pass-Through Cost Allocation	\$1,114,500	\$1,000,000	\$900,000	\$141,266	\$1,200,000
Contractor Pass-Through Costs	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
Total Contractor Pass-Through Costs	\$20,000	\$20,000	\$20,000	\$20,000	\$80,000
TOTAL BASE CONTRACTOR'S COMPENSATION	\$110,000	\$110,000	\$110,000	\$110,000	\$440,000

SEWMA COLLECTION AGREEMENT
 City of Mateo Peral Abscond Costs - SEP

Proposed Compensation

2021

Step 2 Service Level Agreements					
	Accounts	Accounts	Accounts	Accounts	Accounts
2018	7,629	7,629	7,629	7,629	7,629
2019	7,629	7,629	7,629	7,629	7,629
2020	7,680	7,680	7,680	7,680	7,680
Three Year Rolling Three Year Average	7,644	7,644	7,644	7,644	7,644
2024	7,329	7,329	7,329	7,329	7,329
2025	7,478	7,478	7,478	7,478	7,478
2026	7,580	7,580	7,580	7,580	7,580
Current Year Rolling Three Year Average	7,464	7,464	7,464	7,464	7,464
100% Service Level Adjustment Factor	200.0%	200.0%	200.0%	200.0%	200.0%
95% Service Level Adjustment Factor	180.0%	180.0%	180.0%	180.0%	180.0%

Annual Cost of Operations	Single Family Dwelling				
	Sub-Items A	Target Percentage B	Current Month's Actual (Using Target)	Per-CU-Cost Difference (C/A)	Single Family Dwelling Total
Annual Cost of Operations					
Direct Labor Abscond Cost	\$101,386	\$101,383	\$201,176	\$1,790	\$101,386
Regret for OSHA	\$104,184	\$104,202	\$122,479	\$18,295	\$104,184
Penalty for OSHA	\$21,508	\$21,006	\$21,486	\$1,978	\$21,508
Travel Costs	\$21,120	\$21,435	\$18,135	\$3,285	\$21,120
Welding Components Purchase	\$178,028	\$182,635	\$182,816	\$4,788	\$178,028
Lead Direct Labor Abscond Costs	\$171,028	\$181,079	\$182,816	\$11,788	\$171,028
Direct Fuel Costs	\$171,969	\$181,179	\$181,179	\$1,210	\$171,969
Other Direct Costs	\$98,609	\$103,176	\$94,216	\$8,963	\$98,609
Operations - Collection Vehicles	\$26,787	\$33,318	\$33,306	\$1,012	\$26,787
Operations - Collection	\$22,115	\$23,309	\$23,108	\$1,207	\$22,115
Expenses for Collection Equipment	\$74,222	\$79,867	\$61,108	\$17,759	\$74,222
Lease	\$1	\$1	\$1	\$1	\$1
Adjusted Indirect Costs including Depreciation and Interest (1.50%)	\$107,372	\$113,561	\$141,419	\$1,238	\$107,372
General and Administrative	\$17,175	\$18,617	\$14,782	\$1,942	\$17,175
Operations	\$64,186	\$69,622	\$64,636	\$1,229	\$64,186
Vehicle Maintenance	\$21,120	\$23,122	\$23,838	\$188	\$21,120
Customer Satisfaction	\$207,088	\$201,423	\$274,114	\$1,697	\$207,088
Lead Adjusted Indirect Costs including Depreciation and Interest	\$1,427	\$2,179	\$2,179	\$1	\$1,427
Lead Adjusted Indirect Depreciation Costs (1.50%)	\$1	\$1	\$1	\$1	\$1
Lead Supplemental Cost Allocation (Item 4)	\$1	\$1	\$1	\$1	\$1
Total Annual Cost of Operations	\$1,000,817	\$1,011,128	\$1,070,023	\$120,898	\$1,000,817
Fixed Asset Operating Ratio (below)	100.10%	100.42%	100.20%	11.84%	100.20%
Total Proposed Costs before Pass-Through Cost Allocation	\$1,118,423	\$1,130,673	\$1,191,881	\$113,208	\$1,118,423
Contractor Pass-Through Costs					
Interest Expense	\$15,429	\$15,346	\$20,312	\$684	\$15,429
Total Contractor Pass-Through Costs	\$15,429	\$15,346	\$20,312	\$684	\$15,429
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,133,852	\$1,146,019	\$1,212,193	\$113,892	\$1,133,852

SFM 914 COLLECTION AGREEMENT

Forecast Compensation

2021

City of Menlo Park Allowed Costs - MFD & Commercial		Services Used for Year 2021 Cost Allocation Only										Total
City # of Accounts	1,126	1,126	1,126	292	29	2,597	2,597					2,597
SFM 914 Accounts	16,072	16,200	16,200	1,712	145	24,564	24,564					24,564
City # of Accounts %	17.8%	17.8%	17.8%	17.1%	16.8%	17.6%	17.6%					17.6%
City Total From Labor Hours Fee	4,982,111	2,973,22	2,973,22	877,66	79,14	906,83	906,83					906,83
SFM 914 Total From Labor Hours Fee	27,811,92	27,111,92	27,111,92	4,356,85	328,8	4,147,13	4,147,13					4,147,13
City Total From Labor Hours Fee %	28.4%	11.0%	11.0%	12.8%	12.8%	12.9%	12.9%					12.9%
City # of mobile franchise	7,300,29	2,871,64	2,871,64	640,20	79,14	906,83	906,83					906,83
SFM 914 # of mobile franchise	51,267,88	25,241,42	25,241,42	6,088,00	4,147,13	11,001,24	11,001,24					11,001,24
City # of mobile franchise %	12.8%	12.8%	12.8%	12.8%	12.8%	12.9%	12.9%					12.9%
City Total Constant in Service	2,861	2,122	2,122	346	36	2,595	2,595					2,595
SFM 914 Total Constant in Service	17,128	14,703	14,703	2,019	145	24,564	24,564					24,564
City Total Constant in Service %	17.3%	16.8%	16.8%	16.8%	16.8%	17.6%	17.6%					17.6%

MFD & Commercial	City and For MFD %	City and For SFD %	City and For SFDA %	City and For SFDB %	Total Daily Fee %	Year On-CO2 %	MFD & Commercial Total
Assumed Cost of Operations							
Direct Labor Allowed Costs	\$229,284	\$211,877	\$209,212	\$208,142	\$191,548	\$13,118	\$915,588
Supplies for Office	\$212,297	\$192,547	\$183,643	\$183,617	\$212,647	\$1,828	\$1,007,241
Printed Forms	\$44,009	\$43,443	\$43,179	\$43,242	\$43,765	\$438	\$176,648
Workshop Compensation Allowance	\$12,236	\$12,282	\$12,347	\$12,382	\$12,529	\$220	\$16,229
3rd Party Labor Allowed Costs	\$644,545	\$571,346	\$512,426	\$512,426	\$601,239	\$18,048	\$1,868,237
Direct Fuel Costs	\$16,244	\$21,246	\$17,236	\$17,236	\$1,440	\$1,222	\$168,232
Other Direct Costs	\$80,140	\$77,473	\$74,044	\$74,044	\$70,110	\$1,344	\$164,249
Depreciation - Collection Vehicles	\$11,772	\$14,264	\$12,672	\$12,672	\$9,669	\$1,668	\$180,636
Depreciation - Computers	\$14,675	\$13,847	\$13,487	\$13,487	\$9,387	\$257	\$108,516
Depreciation for Collection Equipment	\$81,847	\$44,706	\$44,706	\$44,699	\$48,669	\$1,231	\$178,631
Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Advanced Industrial Costs including Depreciation and Interest 17.5%	\$101,414	\$209,214	\$209,142	\$209,142	\$191,279	\$1,141	\$1,272,258
General and Administrative	\$29,687	\$23,004	\$23,843	\$23,843	\$23,276	\$167	\$171,734
Operations	\$44,609	\$44,179	\$44,179	\$44,242	\$23,559	\$164	\$178,249
Vehicles, Miscellaneous	\$11,202	\$12,833	\$12,833	\$12,847	\$11,266	\$208	\$121,286
Contractor Maintenance	\$106,412	\$117,436	\$128,317	\$128,317	\$121,784	\$1,729	\$651,086
1st and Advanced Indirect Costs including Depreciation and Interest	\$1,413	\$1,418	\$1,291	\$1,291	\$176	\$23	\$1,427
2nd Advanced Indirect Depreciation Costs (17.5%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Assumed Indirect Cost Allocation (17.5%)	\$1,715,644	\$643,449	\$617,243	\$617,243	\$24,514	\$4,729	\$1,715,479
Total Assumed Cost of Operations	\$4,982,111	\$4,356,849	\$4,047,973	\$4,047,973	\$2,840	\$2,784	\$10,911,018
Profit (Insert Operating Ratio Below)	54.4%						
Total Proposed Cash Before Fees Through Cost Allocation	\$1,419,923	\$711,246	\$704,426	\$704,426	\$24,649	\$27,249	\$1,980,429
Contractor Fees Through Costs	\$29,142	\$14,614	\$12,424	\$12,424	\$1,818	\$18	\$10,216
Interest Expense	\$18,316	\$18,316	\$18,316	\$18,316	\$18,316	\$18,316	\$36,632
Total Contractor Fees Through Costs	\$47,458	\$32,930	\$30,740	\$30,740	\$19,934	\$36,632	\$46,848
TOTAL BASE CONTRACTORS COMPENSATION	\$47,458	\$32,930	\$30,740	\$30,740	\$19,934	\$36,632	\$46,848
Services Used for Indirect Service Level Cost Allocations							
2014	148,275	143,061	142,436	142,436	746	746	
2015	144,404	141,209	141,209	141,210	716	716	
2016	143,246	140,207	140,207	140,207	716	716	
Rolling Three-Year Average	144,857	142,508	142,218	142,218	742	742	

SRMVA COLLECTION AGREEMENT

Proposed Compensation

2023

City of Merced Paid Absence Cont. - MFD & Commercial

Table 11 - Salary Based Adjustments

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Pr C25-W-Super (2017 Laid as Example)	264,176	264,176	264,176	264,176	264,176	264,176	264,176	264,176	264,176	264,176
CY C25-W-Super (2017 Laid as Example)	264,176	264,176	264,176	264,176	264,176	264,176	264,176	264,176	264,176	264,176
C25-W-Super Adjustment	190,000	188,000	186,000	184,000	182,000	180,000	178,000	176,000	174,000	172,000
Pr C25-W-Substnd (2017 Laid as Example)	477,813	477,813	477,813	477,813	477,813	477,813	477,813	477,813	477,813	477,813
CY C25-W-Substnd (2017 Laid as Example)	477,813	477,813	477,813	477,813	477,813	477,813	477,813	477,813	477,813	477,813
C25-W-Substnd Adjustment	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000
Pr C25-L-Substnd Paid (2017 Laid as Example)	209,212	209,212	209,212	209,212	209,212	209,212	209,212	209,212	209,212	209,212
CY C25-L-Substnd Paid (2017 Laid as Example)	209,212	209,212	209,212	209,212	209,212	209,212	209,212	209,212	209,212	209,212
C25-L-Substnd Paid Adjustment	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000
Pr C25-L (2017 Laid as Example)	209,943	209,943	209,943	209,943	209,943	209,943	209,943	209,943	209,943	209,943
CY C25-L (2017 Laid as Example)	209,943	209,943	209,943	209,943	209,943	209,943	209,943	209,943	209,943	209,943
C25-L Adjustment	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000

MFD & Commercial	City and the Field		City and the Operating Division		Total City and the Operating Division		Total City and the Operating Division		MFD & Commercial Total
	Salary	Benefits	Salary	Benefits	Salary	Benefits	Salary	Benefits	
Normal Cost of Operations									
Wages for OTRs	\$20,984	\$23,177	\$6,343	\$6,917	\$14,640	\$16,084	\$14,640	\$16,084	\$14,640
Benefits for OTRs	\$20,707	\$22,847	\$5,017	\$5,457	\$20,724	\$22,304	\$20,724	\$22,304	\$20,724
Travel	\$4,626	\$5,043	\$0,000	\$0,000	\$4,626	\$5,043	\$4,626	\$5,043	\$4,626
Workers Compensation Insurance	\$2,226	\$2,382	\$0,000	\$0,000	\$2,226	\$2,382	\$2,226	\$2,382	\$2,226
Total OTR Labor Related Costs	\$48,543	\$53,449	\$11,360	\$11,774	\$39,183	\$41,674	\$39,183	\$41,674	\$39,183
Other OTR Costs	\$9,234	\$2,246	\$1,256	\$0,000	\$10,490	\$2,246	\$10,490	\$2,246	\$10,490
Depreciation - City Owned Vehicles	\$6,146	\$7,421	\$16,664	\$19,316	\$22,810	\$26,732	\$22,810	\$26,732	\$22,810
Depreciation - Commercial Vehicles	\$1,172	\$1,384	\$2,612	\$3,012	\$3,784	\$4,396	\$3,784	\$4,396	\$3,784
Depreciation for Collection Equipment	\$4,675	\$5,387	\$14,387	\$16,487	\$19,062	\$21,874	\$19,062	\$21,874	\$19,062
Total	\$87,847	\$97,347	\$46,354	\$53,589	\$41,512	\$47,333	\$41,512	\$47,333	\$41,512
Adjusted (Adjusted Costs including Depreciation and Interest) from %									
Operational and Administrative	\$101,409	\$109,234	\$286,812	\$309,230	\$398,246	\$428,460	\$398,246	\$428,460	\$398,246
Operations	\$23,047	\$27,044	\$10,613	\$13,579	\$40,660	\$50,658	\$40,660	\$50,658	\$40,660
Vehicle Maintenance	\$44,004	\$41,176	\$44,242	\$27,640	\$85,346	\$71,806	\$85,346	\$71,806	\$85,346
Customer Maintenance	\$17,787	\$17,400	\$29,346	\$13,966	\$47,186	\$31,366	\$47,186	\$31,366	\$47,186
Total Adjusted Salaries Costs including Depreciation and Interest	\$106,127	\$111,650	\$329,347	\$362,796	\$470,738	\$523,786	\$470,738	\$523,786	\$470,738
Total Adjusted Salaries Depreciation Costs from %	\$1,413	\$1,418	\$1,111	\$1,111	\$1,111	\$1,111	\$1,111	\$1,111	\$1,111
Annual Improvements (Cost Assumptions from A)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$127,540	\$134,466	\$330,558	\$363,907	\$471,849	\$524,897	\$471,849	\$524,897	\$471,849
Profit (Over or Operating Ratio Index)	\$124,864	\$66,619	\$66,619	\$66,619	\$66,619	\$66,619	\$66,619	\$66,619	\$66,619
Total Proposed Costs before From Through Cost Allocation	\$124,864	\$66,619	\$66,619	\$66,619	\$66,619	\$66,619	\$66,619	\$66,619	\$66,619
Contractor Fees Through Costs	\$23,142	\$14,614	\$12,735	\$12,735	\$12,735	\$12,735	\$12,735	\$12,735	\$12,735
Interest Expense	\$23,142	\$14,614	\$12,735	\$12,735	\$12,735	\$12,735	\$12,735	\$12,735	\$12,735
Total Contractor Fees Through Costs	\$46,284	\$29,228	\$25,470	\$25,470	\$25,470	\$25,470	\$25,470	\$25,470	\$25,470
TOTAL BASE CONTRACTOR'S COMPENSATION	\$171,148	\$95,847	\$92,089	\$92,089	\$92,089	\$92,089	\$92,089	\$92,089	\$92,089

SRWMA COLLECTION AGREEMENT Proposed Compensation 2021
City of Menlo Park Allocated Costs - MFD & Commercial

Step 3: Service Level Adjustments					
	Life	Life	Life	Hard	
2014	140,575	143,065	24,590	740	
2015	144,404	145,500	27,131	733	
2016	143,546	149,305	29,826	750	
Prior Year Rolling Three-Year Average	144,842	145,960	27,219	742	
2018	140,575	143,065	24,590	740	
2019	144,404	145,500	27,131	733	
2020	143,546	149,305	29,826	750	
Current Year Rolling Three-Year Average	144,842	145,960	27,219	742	
SRWMA Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1
SRWMA Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1

MFD & Commercial	Cost and the Solid Waste	Cost and the Recyclable Materials	Cost and the Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	F	F	F	F	F	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CDAs	\$176,044	\$215,577	\$96,063	\$66,549	\$10,116	\$915,388
Benefits for CDAs	\$212,767	\$99,247	\$30,937	\$20,047	\$1,674	\$407,691
Direct Taxes	\$44,091	\$18,431	\$8,067	\$4,761	\$69	\$76,160
Workers Compensation Insurance	\$17,280	\$15,282	\$6,000	\$4,021	\$73	\$63,223
Total Direct Labor-Related Costs	\$354,542	\$358,646	\$141,036	\$95,328	\$16,933	\$1,464,371
Direct Fuel Costs	\$18,244	\$21,246	\$13,286	\$1,461	\$1,432	\$10,322
Other Direct Costs	\$81,140	\$17,421	\$16,094	\$10,531	\$1,344	\$145,549
Depreciation - Collection Vehicles	\$71,732	\$16,894	\$21,672	\$8,093	\$1,068	\$140,899
Depreciation - Containers	\$14,073	\$9,807	\$14,987	\$0	\$267	\$18,536
Depreciation for Collection Equipment	\$8,847	\$44,701	\$18,059	\$8,093	\$1,315	\$178,631
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form W)						
General and Administrative	\$103,479	\$109,214	\$200,142	\$76,276	\$2,141	\$474,246
Operations	\$23,047	\$21,094	\$11,033	\$13,970	\$477	\$47,761
Vehicle Maintenance	\$44,049	\$44,179	\$64,242	\$21,931	\$634	\$176,399
Container Maintenance	\$13,717	\$15,409	\$28,340	\$13,966	\$309	\$23,780
Total Allocated Indirect Costs including Depreciation and Interest	\$186,532	\$190,896	\$326,317	\$112,746	\$3,721	\$820,986
Total Allocated Indirect Depreciation Costs (Form W)	\$1,471	\$1,418	\$1,771	\$976	\$27	\$3,621
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,276,548	\$653,689	\$571,983	\$224,514	\$24,729	\$1,716,471
Profit (Insert Operating Ratio below)	98.8%	\$14,884	\$68,629	\$56,473	\$2,896	\$285,188
Total Proposed Costs before Pass-Through Cost Allocation	\$1,499,543	\$711,308	\$594,456	\$284,977	\$27,625	\$1,980,629
Contractor Pass-Through Costs						
Interest Expense	\$28,142	\$14,654	\$12,476	\$1,810	\$418	\$18,510
Total Contractor Pass-Through Costs	\$28,142	\$14,654	\$12,476	\$1,810	\$418	\$18,510
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,527,685	\$725,962	\$606,932	\$286,787	\$28,043	\$2,000,139

SAN MATEO COLLECTION AGREEMENT

Proposed Compensation

2021

City of Menlo Park Allocated Costs - Agency Facilities

Category	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
City # of full time per year	29,473	1,131										17,784
SPINVA # of full time per year (Allocated for "Various Positions")	242,317	16,348										63,079
City # of full time per year %	24.2%	4.8%										27.2%
City Total Hours (Labor hours per year)	429,110	22,776										168,492
SPINVA Total Hours (Labor hours per year)	4,796,891	236,000										9,913,431
City Total Hours (Labor hours per year)	7,285,999	258,776										20,796,923
City # of total hours per year	383,911	12,601										290,791
SPINVA # of total hours per year	2,399,511	134,116										6,517,415
City # of total hours per year %	22.2%	14.2%										22.2%
City # of full time per year	266	20										166
SPINVA # of full time per year	442	236										528
City # of full time per year %	10.6%	7.6%										23.6%
City # of Contractors	10,426	226										22,628
SPINVA # of Contractors	10,426	226										22,628
City # of Contractors %	100%	100%										100%

Agency Facilities	City and the State	City and the Agency	City and the Municipality	Total (City and the Municipality)	Years and Terms	Agency Facilities Total
Annual Cost of Operations						
Direct Labor Related Costs	\$24,420	\$645	\$8,899	\$11,364	\$2,739	\$41,917
Wages for OSHA	\$11,220	\$115	\$4,136	\$2,641	\$1,247	\$19,429
Benefits for OSHA	\$2,000	\$10	\$719	\$478	\$211	\$3,208
Project Taxes	\$4,200	\$42	\$42	\$42	\$42	\$4,200
Workshop Compensation Insurance	\$6,200	\$42	\$42	\$42	\$42	\$6,200
Total Direct Labor Related Costs	\$29,220	\$109	\$14,348	\$9,272	\$4,177	\$60,144
Other Direct Costs	\$1,719	\$98	\$1,309	\$640	\$122	\$4,142
Other Direct Costs	\$6,316	\$110	\$2,868	\$1,364	\$608	\$11,166
Depreciation - Buildings	\$14,400	\$108	\$1,145	\$3,302	\$1,002	\$27,598
Depreciation - Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Customer Equipment	\$14,400	\$108	\$1,145	\$3,302	\$1,002	\$27,598
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Annual Indirect Costs including Depreciation and Interest (100% of Direct and Administrative Costs, 10% for Agency Costs)	\$12,000	\$600	\$12,048	\$7,713	\$1,189	\$34,762
Utilities	\$6,758	\$118	\$2,495	\$1,295	\$366	\$11,449
Vehicle Maintenance	\$12,420	\$152	\$4,094	\$2,042	\$1,042	\$21,059
Customer Maintenance (using 5% for Agency Costs)	\$4,179	\$139	\$1,311	\$1,111	\$371	\$3,079
Total Annual Indirect Costs including Depreciation and Interest	\$17,346	\$129	\$29,529	\$15,443	\$1,889	\$66,144
Total Annual Indirect Operations Costs (100% of Utilities)	\$699	\$113	\$1,048	\$128	\$18	\$762
Annual Indirect Operations Costs (100% of Utilities)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$421,240	\$3,238	\$48,498	\$28,498	\$9,144	\$106,443
Private (insert Operating Ratio below)	\$12,738	\$149	\$4,641	\$2,912	\$668	\$23,449
98.2%						
Total Operating Costs before Pass Through Cost Allocation	\$131,083	\$1,477	\$49,864	\$31,408	\$10,198	\$29,148
Costs after Pass Through Costs						
Interest Expense	\$0	\$0	\$0	\$0	\$0	\$0
Total Contractor Pass-Through Costs	\$2,829	\$82	\$1,091	\$290	\$222	\$3,414
TOTAL BASE CONTRACTOR'S COMPENSATION	\$133,912	\$1,559	\$50,955	\$31,698	\$10,420	\$32,562

Service Area Statistics Used for Pricing Service Level Cost Agreements	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
Label	36,487	37,486	39,473	41,460	43,447	45,434	47,421	49,408	51,395	53,382	55,369	57,356	59,343	61,330	63,317	65,304	67,291	1,061,779
Rolling Three-Year Average	36,483	37,479	38,472	39,465	40,458	41,451	42,444	43,437	44,430	45,423	46,416	47,409	48,402	49,395	50,388	51,381	52,374	1,061,780

SRMVA COLLECTION AGREEMENT

Proposed Compensation

2021

City of Nevada Park Abandonment Costs - Agency Facilities

Step 3. Initial Asset Adjustments

PR CFS-90: Signage (2017 Land as Example)	204,176	204,176	204,176	204,176	204,176	204,176	204,176
CR CFS-90: Signage (2017 Land as Example)	204,176	204,176	204,176	204,176	204,176	204,176	204,176
CR CFS-90: Signage Adjustment	700.00	700.00	700.00	700.00	700.00	700.00	700.00
PR CFS-90: Abandoned (2017) Land as Example)	477,813	477,813	477,813	477,813	477,813	477,813	477,813
CR CFS-90: Abandoned (2017) Land as Example)	477,813	477,813	477,813	477,813	477,813	477,813	477,813
CRFS-90: Abandoned Adjustment	700.00	700.00	700.00	700.00	700.00	700.00	700.00
PR CFS-10: Abandoned Field (2017) Land as Example)	209,232	209,232	209,232	209,232	209,232	209,232	209,232
CR CFS-10: Abandoned Field (2017) Land as Example)	209,232	209,232	209,232	209,232	209,232	209,232	209,232
CRFS-10: Abandoned Field Adjustment	700.00	700.00	700.00	700.00	700.00	700.00	700.00
PR CFS-11 (2017) Land as Example)	209,983	209,983	209,983	209,983	209,983	209,983	209,983
CR CFS-11 (2017) Land as Example)	209,983	209,983	209,983	209,983	209,983	209,983	209,983
CRFS-11: Abandoned Field Adjustment	700.00	700.00	700.00	700.00	700.00	700.00	700.00

Agency Facilities	Cost and the Asset Value	Cost and the Liquid Assets	Cost and the Inventory	Total Due the Inventory	Value and Term	Agency Facilities Total
	A	B	C	D	E	
Annual Cost of Operations						
Direct Labor Related Costs						
Signage for CFSs	\$24,230	\$603	\$1,300	\$1,603	\$2,138	\$62,369
Roadside Sign CFSs	\$11,220	\$313	\$1,136	\$2,069	\$1,187	\$10,629
Project Taxes	\$2,700	\$75	\$75	\$150	\$211	\$2,498
Workshop Compensation Insurance	\$1,220	\$27	\$22	\$49	\$203	\$2,021
1 Year Direct Labor Related Costs	\$14,290	\$1,078	\$1,436	\$1,253	\$4,119	\$48,208
Direct Field Costs	\$5,278	\$98	\$1,308	\$1,606	\$222	\$6,342
Other Direct Costs	\$6,291	\$166	\$2,408	\$2,584	\$608	\$11,386
Depreciation - Collection Vehicles	\$18,002	\$708	\$1,181	\$3,207	\$1,027	\$23,936
Depreciation - Computers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$16,002	\$208	\$1,161	\$3,302	\$1,027	\$23,936
Leases	\$0	\$0	\$0	\$0	\$0	\$0
Abandoned Facilities (Items including Depreciation and Interest) From 10						
Abandoned and Abandonment (Using 10% for Agency Costs)	\$20,200	\$603	\$13,000	\$17,203	\$1,188	\$56,792
Depreciation	\$6,700	\$184	\$2,600	\$3,184	\$308	\$13,488
Vehicle Maintenance	\$12,600	\$420	\$4,600	\$5,620	\$1,082	\$23,169
Contractor Maintenance (Using 10% for Agency Costs)	\$4,700	\$131	\$1,700	\$1,831	\$171	\$7,875
1 Year Abandoned Facilities Costs including Depreciation and Interest	\$17,500	\$428	\$2,900	\$3,828	\$308	\$48,108
1 Year Abandoned Facilities Depreciation (From 10 from 10)	\$409	\$13	\$268	\$308	\$34	\$762
Abandoned Supplemental Cost Amortization (From 10)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$152,280	\$3,238	\$4,484	\$24,096	\$1,148	\$28,648
Profit (Insert Operating Ratio below)	\$12,231	\$48	\$464	\$2,992	\$88	\$25,630
Total Operating Costs before Fees Through Cost Allocation	\$134,049	\$3,287	\$4,948	\$21,408	\$1,236	\$28,418
Contractor Fees Through Costs	\$2,270	\$62	\$1,001	\$2,363	\$221	\$1,024
Total Contractor Fees Through Costs	\$12,223	\$22	\$1,021	\$2,385	\$221	\$2,624
TOTAL BASE CONTRACTORS COMPENSATION	\$126,556	\$3,311	\$5,969	\$23,793	\$1,457	\$31,042

SAN MATEO COLLECTION AGREEMENT
City of Menlo Park Advanced Costs - Agency Facilities

Proposed Compensation

2011

Step 2: Service Year Adjustment

	2014	2013	2012	2011
Year Year Budget Three-Year Average	96,487	97,486	99,415	96,483
Current Year Budget Three-Year Average	96,487	97,486	99,415	96,483
2011 Service Year Adjustment Factor	1.000	1.000	1.000	1.000
2011 Service Year Adjustment Factor	1.000	1.000	1.000	1.000

Agency Facilities	Cost and Fee Total	Cost and Fee	Cost and Fee	Three Day Fee	Vehicle and Tires	Agency
	Year	2011	2011	2011	2011	2011
Annual Cost of Operations						
Travel (Auto Rental Costs)	\$28,221	\$660	\$8,806	\$1,692	\$2,188	\$41,888
Supplies for CDUs	\$11,321	\$111	\$2,186	\$2,644	\$3,187	\$29,429
Permit Fees	\$2,308	\$19	\$738	\$474	\$201	\$3,498
Student Compensation Expenses	\$1,229	\$42	\$532	\$88	\$381	\$2,492
Total Travel (Auto Rental Costs)	\$29,279	\$1,079	\$14,302	\$1,202	\$4,117	\$80,136
Total Fuel Costs	\$1,514	\$98	\$1,309	\$86	\$322	\$6,142
Other Travel Costs	\$6,391	\$338	\$2,808	\$1,384	\$608	\$11,186
Depreciation - Vehicles	\$14,162	\$186	\$1,161	\$1,362	\$1,642	\$21,516
Depreciation - Computers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Customer Equipment	\$16,882	\$266	\$1,161	\$1,362	\$1,642	\$21,516
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Advanced Student Costs including Depreciation and Interest (Cost %)	\$12,388	\$692	\$12,088	\$7710	\$1,391	\$34,392
Agency and Administration (Living Costs for Agency Costs)	\$6,338	\$138	\$2,498	\$1,719	\$366	\$11,469
Operations Vehicle Allowance	\$12,629	\$912	\$4,804	\$1,612	\$1,782	\$21,589
Customer Allowance (Living Costs for Agency Costs)	\$4,229	\$129	\$1,291	\$1,111	\$121	\$7,973
Total Advanced Student Costs including Depreciation and Interest	\$17,166	\$1,509	\$29,029	\$13,142	\$1,108	\$66,106
Total Advanced Student Expenses (Cost % over %)	\$419	\$11	\$368	\$188	\$14	\$762
Annual Implementation/Car Allowance (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$114,380	\$4,239	\$44,684	\$28,498	\$9,418	\$206,629
Funds (Insert Operating Budget below)	\$12,131	\$49	\$4,641	\$2,792	\$98	\$20,419
Total Operating Costs Under Pass-Through Cost Allocation	\$124,249	\$4,287	\$49,325	\$31,290	\$10,416	\$227,048
Contractor Pass-Through Costs						
Interest Expense	\$2,279	\$42	\$1,000	\$739	\$273	\$3,474
Total Contractor Pass-Through Costs	\$4,278	\$84	\$1,800	\$1,208	\$423	\$4,924
TOTAL BASE CONTRACTOR'S COMPENSATION	\$128,527	\$4,371	\$51,125	\$32,498	\$10,839	\$231,972

SBWMA COLLECTION AGREEMENT Proposed Compensation 2025
B. City of Redwood City Allocated Costs - SFD

	Statistics Used for Year 2020 Cost Allocation Only				Total
City # of accounts	17,805	17,780	16,463	5,448	17,405
SBWMA # of accounts	96,580	94,372	90,720	29,046	94,580
City # of accounts %	18.4%	18.4%	18.1%	18.3%	18.4%
City Total Baseline Labor hours year	7,858.44	7,813.61	3,854.88	2,408.69	23,886
SBWMA Total Baseline Labor hours year	40,212.59	42,834.29	39,114.12	13,093.24	141,248
City Total Baseline Labor hours year %	17.0%	18.2%	13.0%	18.2%	18.0%
City # of waste haulers/year	7,260.70	6,759.83	5,542.41	2,408.69	21,772
SBWMA # of waste haulers/year	42,847.83	38,380.06	34,940.16	13,093.24	129,222
City Total Baseline Labor hours year %	16.9%	17.6%	15.7%	18.2%	16.8%
City Total Conditions in Service	16,318	17,519	17,372	5,448	56,697
SBWMA Total Conditions in Service	96,806	96,284	99,540	29,304	332,534
City Total Conditions in Service %	18.4%	18.4%	17.4%	18.2%	18.2%

Single Family Dwelling	3-1/2 Wheel	Trailer Recyclable Material	Organic Materials (including Sticker Treat)	Two-On-Cab Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor Related Costs					
Wages for CMAs	\$179,234	\$142,270	\$407,070	\$157,443	\$1,186,220
Bonuses for CMAs	\$394,763	\$291,710	\$191,434	\$89,071	\$866,978
Payroll Taxes	\$54,468	\$44,407	\$133,868	\$53,780	\$386,523
Workers Compensation Insurance	\$80,862	\$61,850	\$20,862	\$11,803	\$175,377
Total Direct Labor Related Costs	\$1,309,327	\$912,248	\$663,234	\$293,104	\$2,978,098
Direct Fuel Costs	\$60,365	\$75,669	\$10,100	\$7,627	\$254,099
Other Direct Costs	\$91,348	\$97,019	\$70,867	\$12,508	\$275,712
Depreciation - Collection Vehicles	\$108,028	\$109,957	\$80,823	\$7,214	\$207,022
Depreciation - Containers	\$56,165	\$1,477	\$17,402	\$0	\$174,022
Depreciation for Collection Equipment	\$118,880	\$12,142	\$14,513	\$7,214	\$407,644
Taxes	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From %)					
General and Administrative	\$126,409	\$101,688	\$129,203	\$13,478	\$1,095,636
Operations	\$61,294	\$66,201	\$56,546	\$2,748	\$196,289
Vehicle Maintenance	\$117,047	\$126,126	\$107,104	\$1,251	\$736,041
Container Maintenance	\$47,813	\$49,296	\$46,912	\$1,917	\$141,222
Total Allocated Indirect Costs including Depreciation and Interest	\$352,563	\$345,311	\$339,766	\$18,490	\$1,479,188
Total Allocated Indirect Depreciation Costs (From %)	\$1,761	\$1,668	\$1,677	\$168	\$11,312
Annual Implementation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$2,063,951	\$1,605,544	\$1,466,993	\$318,462	\$5,796,108
Profit (Insert Operating Ratio Below)	99.5%	\$245,287	\$195,411	\$153,989	\$48,764
Total Proposed Costs before Pass-Through Cost Allocation	\$2,319,238	\$1,800,955	\$1,620,982	\$366,256	\$6,184,919
Contractor Pass-Through Costs					
Service Expense	\$17,740	\$17,366	\$15,197	\$1,768	\$112,089
Total Contractor Pass-Through Costs	\$17,740	\$17,366	\$15,197	\$1,768	\$112,089
TOTAL BASE CONTRACTOR'S COMPENSATION	\$2,336,978	\$1,818,321	\$1,636,179	\$368,024	\$6,297,008

Service Level Statistics Used for Future Service Level Cost Adjustments			
	Accounts	Accounts	Accounts
2014	17,316	17,316	17,316
2013	17,466	17,466	17,466
2016	17,403	17,403	17,403
Rolling Three-Year Average	17,376	17,376	17,376

Step 1. Labor Based Adjustments

PT-CR-36-00-Rpt (2017 Land as Example)	244,176	244,176	244,176	244,176	244,176	244,176
CT-CR-36-99-Rpt (2017 Land as Example)	244,176	244,176	244,176	244,176	244,176	244,176
CT-CR-36-Rpt (2017 Land as Example)	244,176	244,176	244,176	244,176	244,176	244,176
PT-CR-36-Aband (2017 Land as Example)	477,813	477,813	477,813	477,813	477,813	477,813
CT-CR-36-Aband (2017 Land as Example)	477,813	477,813	477,813	477,813	477,813	477,813
CT-CR-36-Aband Adjustments	244,176	244,176	244,176	244,176	244,176	244,176
PT-CR-10-Other Fee (2017 Land as Example)	209,212	209,212	209,212	209,212	209,212	209,212
CT-CR-10-Other Fee (2017 Land as Example)	209,212	209,212	209,212	209,212	209,212	209,212
CT-CR-10-Other Fee Adjustments	209,212	209,212	209,212	209,212	209,212	209,212
PT-CR-41 (2017 Land as Example)	249,983	249,983	249,983	249,983	249,983	249,983
CT-CR-41 (2017 Land as Example)	249,983	249,983	249,983	249,983	249,983	249,983
CT-CR-41 Adjustments	249,983	249,983	249,983	249,983	249,983	249,983

Amount Cost of Operations	Single Family Dwelling					Single Family Dwelling Total
	5431 Work	Traged Remedi. Mitigatn	Open Works (including Weather Shield)	Two (or) Cal Collections Fees		
Direct Labor Aband Cost	\$0	\$0	\$0	\$0	\$0	\$0
Suppl for CR/2	\$0	\$0	\$0	\$0	\$0	\$0
Suppl for CR/4	\$0	\$0	\$0	\$0	\$0	\$0
Travel Cost	\$0	\$0	\$0	\$0	\$0	\$0
Weather Compensation Expense	\$0	\$0	\$0	\$0	\$0	\$0
Indirect Shareholder Expenses	\$0	\$0	\$0	\$0	\$0	\$0
Direct Fuel Costs	\$0	\$0	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation - Capital Assets	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation - Common	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collected Payment	\$0	\$0	\$0	\$0	\$0	\$0
Land	\$0	\$0	\$0	\$0	\$0	\$0
Aband Indirect Costs including Depreciation and Interest from 5%	\$128,449	\$128,449	\$128,449	\$128,449	\$128,449	\$128,449
Expense	\$0	\$0	\$0	\$0	\$0	\$0
Capital Maintenance	\$17,149	\$17,149	\$17,149	\$17,149	\$17,149	\$17,149
Customer Maintenance	\$47,143	\$47,143	\$47,143	\$47,143	\$47,143	\$47,143
Indirect Shareholder Costs including Depreciation and Interest	\$12,319	\$12,319	\$12,319	\$12,319	\$12,319	\$12,319
Indirect Shareholder Depreciation Costs from 5%	\$1,393	\$1,393	\$1,393	\$1,393	\$1,393	\$1,393
Asset Impairment Costs (Amortization) from 5%	\$0	\$0	\$0	\$0	\$0	\$0
Total Aband Cost of Operations	\$149,991	\$149,991	\$149,991	\$149,991	\$149,991	\$149,991
Profit (Insert Operating Margin Below)	\$0	\$0	\$0	\$0	\$0	\$0
90.5%	\$0	\$0	\$0	\$0	\$0	\$0
Total Proposed Fees before Fee-Through Cost Adjustment	\$149,991	\$149,991	\$149,991	\$149,991	\$149,991	\$149,991
Contractor Fee-Through Costs	\$27,150	\$27,150	\$27,150	\$27,150	\$27,150	\$27,150
Travel Expense	\$2,715	\$2,715	\$2,715	\$2,715	\$2,715	\$2,715
Permit Costs	\$10,288	\$10,288	\$10,288	\$10,288	\$10,288	\$10,288
Other Indirect Costs	\$14,147	\$14,147	\$14,147	\$14,147	\$14,147	\$14,147
Total Contractor Fee-Through Costs	\$39,993	\$39,993	\$39,993	\$39,993	\$39,993	\$39,993
TOTAL BASE CONTRACTOR'S COMPENSATION	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000

SFRMA COLLECTION AGREEMENT
 D. City of Richmond, Co. Allocated Costs - SED

Proposed Compensation 2013

		2014		2015		2016		2017		2018	
		Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
2014		\$7,230	\$7,230	\$7,230	\$7,230	\$7,230	\$7,230	\$7,230	\$7,230	\$7,230	\$7,230
2015		\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200
2016		\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200
2017		\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200
2018		\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200
Prior Year Budget Three Year Average		\$7,23%	\$7,23%	\$7,23%	\$7,23%	\$7,23%	\$7,23%	\$7,23%	\$7,23%	\$7,23%	\$7,23%
Current Year Budget Three Year Average		\$7,20%	\$7,20%	\$7,20%	\$7,20%	\$7,20%	\$7,20%	\$7,20%	\$7,20%	\$7,20%	\$7,20%
2013 Service Level Adjustment Factor		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Annual Cost of Operations	Single Family Dwelling					
	2013	2014	2015	2016	2017	2018
Total Cost of Operations	\$61,234	\$52,179	\$48,427	\$47,427	\$44,140	\$1,411,220
Wages for O&M	\$14,543	\$12,140	\$11,447	\$11,447	\$10,800	\$366,437
Benefits for O&M	\$24,348	\$20,445	\$19,146	\$18,846	\$17,741	\$579,542
Travel Expenses	\$1,200	\$1,000	\$1,000	\$1,000	\$1,000	\$3,000
Vehicle Expenses	\$1,200	\$1,000	\$1,000	\$1,000	\$1,000	\$3,000
Travel Expenses	\$1,200	\$1,000	\$1,000	\$1,000	\$1,000	\$3,000
Other Annual Costs	\$1,144	\$9,487	\$7,847	\$7,847	\$7,119	\$23,732
Depreciation - Collection Vehicles	\$10,420	\$8,427	\$8,427	\$8,427	\$8,218	\$27,022
Depreciation - Computers	\$2,000	\$1,675	\$1,675	\$1,675	\$1,675	\$4,832
Depreciation for Collection Equipment	\$13,180	\$10,432	\$10,432	\$10,432	\$10,214	\$40,734
Less:	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Labor Costs including Depreciation and Benefit Factors	\$33,447	\$21,140	\$19,146	\$18,846	\$17,741	\$579,542
Overhead and Administrative	\$10,294	\$8,294	\$7,847	\$7,847	\$7,294	\$23,732
Vehicle Maintenance	\$1,000	\$800	\$800	\$800	\$800	\$2,400
Collection Materials	\$1,000	\$800	\$800	\$800	\$800	\$2,400
Total Annual Cost of Operations	\$55,741	\$38,034	\$35,640	\$35,640	\$33,635	\$1,180,000
Fixed Payment Costs before Pass Through Cost Allocation	\$1,200	\$1,000	\$1,000	\$1,000	\$1,000	\$3,000
Variable Payment Costs before Pass Through Cost Allocation	\$1,200	\$1,000	\$1,000	\$1,000	\$1,000	\$3,000
Total Annual Cost of Operations	\$58,141	\$40,034	\$37,640	\$37,640	\$35,635	\$1,216,000
Fixed Payment Costs before Pass Through Cost Allocation	\$1,200	\$1,000	\$1,000	\$1,000	\$1,000	\$3,000
Variable Payment Costs before Pass Through Cost Allocation	\$1,200	\$1,000	\$1,000	\$1,000	\$1,000	\$3,000
Total Annual Cost of Operations	\$60,541	\$42,034	\$39,640	\$39,640	\$37,635	\$1,252,000
Contractor Pass Through Costs	\$17,500	\$12,500	\$12,500	\$12,500	\$12,500	\$41,250
Total Contractor Pass Through Costs	\$17,500	\$12,500	\$12,500	\$12,500	\$12,500	\$41,250
TOTAL BIDD CONTRACTOR'S COMPENSATION	\$17,500	\$12,500	\$12,500	\$12,500	\$12,500	\$41,250

SRM WA COLLECTION AGREEMENT
B. City of Richland City, Abundant Care, MFD & Commercial
 Proposed Compensation 2013

City # of Accounts	2009	2010	2011	2012	2013	Total
City # of Accounts	1,209	1,204	1,208	1,172	1,191	5,084
City # of Accounts %	60.00%	60.20%	60.40%	58.60%	59.20%	22,048
City Total Revenue (Labor Based Fee)	6,504,112	6,861,741	7,201,149	7,504,149	7,841,149	34,912,300
SRMWA Total Revenue (Labor Based Fee)	47,811,841	47,111,142	47,504,415	47,811,149	47,811,149	237,550,705
City Total Revenue (Labor Based Fee) %	13.60%	14.56%	15.16%	15.70%	16.40%	14.70%
City # of each hour type	4,429,200	4,391,000	4,377,000	4,301,500	4,291,500	17,886,200
SRMWA # of each hour type	31,987,000	31,541,112	31,904,000	31,917,112	31,917,112	157,866,336
City # of hours (hours per hr)	20,720	23,000	24,000	24,200	24,200	96,120
City Total Contracts to Service	1,200	1,200	1,200	1,170	1,190	5,060
SRMWA Total Contracts to Service	17,200	17,300	17,400	17,300	17,300	86,500
City Total Contracts to Service %	6.92%	6.93%	6.84%	6.72%	6.82%	5.83%
City Total Contracts to Service %	6.92%	6.93%	6.84%	6.72%	6.82%	5.83%

Annual Cost of Operations	City and the Total	City and the	City and the	Total Year	Year Total	MFD &
	Year	Year	Year	Month	City	Commercial
		Year	Year			Total
Annual Cost of Operations						
Annual Labor Based Fee	\$1,917,149	\$2,023,412	\$1,923,467	\$1,917,149	\$1,917,149	\$1,917,149
Support for Cities	\$904,433	\$910,079	\$910,264	\$910,460	\$910,460	\$910,460
Produce for Cities	\$602,200	\$617,907	\$623,811	\$629,715	\$629,715	\$629,715
Produce for Cities	\$22,331	\$22,331	\$22,331	\$22,331	\$22,331	\$22,331
Produce for Cities	\$1,692,216	\$1,692,216	\$1,692,216	\$1,692,216	\$1,692,216	\$1,692,216
Total Annual Labor Based Fee	\$3,134,299	\$3,265,735	\$3,171,835	\$3,171,835	\$3,171,835	\$3,171,835
Other Annual Costs	\$1,918,000	\$1,918,000	\$1,918,000	\$1,918,000	\$1,918,000	\$1,918,000
Depreciation - Capital Assets	\$212,449	\$212,449	\$212,449	\$212,449	\$212,449	\$212,449
Depreciation - Vehicles	\$113,000	\$113,000	\$113,000	\$113,000	\$113,000	\$113,000
Depreciation - Computer	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000
Depreciation for Customer Equipment	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Annual Costs including Depreciation and Interest Expense %	\$3,235,748	\$3,315,184	\$3,294,244	\$3,294,244	\$3,294,244	\$3,294,244
Operating and Administration	\$102,000	\$102,000	\$102,000	\$102,000	\$102,000	\$102,000
Operating	\$102,000	\$102,000	\$102,000	\$102,000	\$102,000	\$102,000
Vehicles Maintenance	\$71,487	\$71,487	\$71,487	\$71,487	\$71,487	\$71,487
Equipment Maintenance	\$30,513	\$30,513	\$30,513	\$30,513	\$30,513	\$30,513
Total Other and Admin Costs including Depreciation and Interest	\$173,487	\$173,487	\$173,487	\$173,487	\$173,487	\$173,487
Total Annual Labor Based Fee (From %)	\$3,134,299	\$3,265,735	\$3,171,835	\$3,171,835	\$3,171,835	\$3,171,835
Annual Independent Cost (Schedule D Item A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$3,134,299	\$3,265,735	\$3,171,835	\$3,171,835	\$3,171,835	\$3,171,835
Profit (Insert Operating Margin below)	\$6.5%	\$6.5%	\$6.5%	\$6.5%	\$6.5%	\$6.5%
Total Proposed (can be less than Total Annual Cost of Operations)	\$3,140,799	\$3,272,235	\$3,178,335	\$3,178,335	\$3,178,335	\$3,178,335
Contractor Fee Through Cash	\$417,317	\$39,649	\$112,246	\$4,704	\$4,704	\$4,704
Total Contractor Fee Through Cash	\$417,317	\$39,649	\$112,246	\$4,704	\$4,704	\$4,704
TOTAL BIDD CONTRACTORS COMPENSATION	\$1,692,216	\$1,692,216	\$1,692,216	\$1,692,216	\$1,692,216	\$1,692,216

Service Level Duration Used for Rates Service Level Cost Adjustment	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Rating Three-Year Average	247,813	247,813	217,949	247,813	248,800	1,041					
	247,813	247,813	217,949	247,813	248,800	1,041					
	247,813	247,813	217,949	247,813	248,800	1,041					
	247,813	247,813	217,949	247,813	248,800	1,041					
	247,813	247,813	217,949	247,813	248,800	1,041					
	247,813	247,813	217,949	247,813	248,800	1,041					
	247,813	247,813	217,949	247,813	248,800	1,041					
	247,813	247,813	217,949	247,813	248,800	1,041					
	247,813	247,813	217,949	247,813	248,800	1,041					
	247,813	247,813	217,949	247,813	248,800	1,041					
	247,813	247,813	217,949	247,813	248,800	1,041					
	247,813	247,813	217,949	247,813	248,800	1,041					

SRM BA COLLECTION AGREEMENT
 Prepared Compensation
 MTD & Commercial

Step 1: Initial Award Adjustment

PT 03/18/2017 (land in Example)	264.1%	264.1%	264.1%	264.1%	264.1%	264.1%	264.1%	264.1%
CT 03/18/2017 (land in Example)	264.1%	264.1%	264.1%	264.1%	264.1%	264.1%	264.1%	264.1%
CT 03/18/2017 (land in Example)	264.1%	264.1%	264.1%	264.1%	264.1%	264.1%	264.1%	264.1%
PT 03/18/2017 (land in Example)	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%
CT 03/18/2017 (land in Example)	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%
CT 03/18/2017 (land in Example)	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%
PT 03/18/2017 (land in Example)	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%
CT 03/18/2017 (land in Example)	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%
CT 03/18/2017 (land in Example)	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%
PT 03/18/2017 (land in Example)	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%
CT 03/18/2017 (land in Example)	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%
CT 03/18/2017 (land in Example)	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%

Assessed Cost of Operations	MTD & Commercial						MTD & Commercial Total
	Cost and Fuel Value	Cost and Fuel Expense	Material (including Value) Total	Fuel (including Material) Total	Total Fuel Cost (including Fuel)	Total Fuel Cost (including Fuel)	
Total Assessed Cost of Operations	\$1,071,906	\$103,042	\$103,047	\$103,047	\$91,658	\$28,366	\$1,903,130
Super Fuel Costs	\$684,473	\$180,279	\$180,284	\$180,284	\$151,668	\$13,133	\$771,664
Proced. Time	\$64,336	\$27,482	\$27,482	\$27,482	\$7,272	\$2,221	\$111,704
Standard Compensation Bonus	\$2,332	\$2,332	\$2,332	\$2,332	\$2,332	\$1,289	\$12,289
Total Diesel Fuel Expenses	\$1,071,906	\$103,047	\$103,047	\$103,047	\$161,272	\$16,643	\$2,033,341
Total Fuel Costs	\$686,142	\$102,588	\$102,588	\$102,588	\$91,276	\$23,613	\$1,916,313
Depreciation - Customer Vehicles	\$279,808	\$279,808	\$279,808	\$279,808	\$17,100	\$2,990	\$279,808
Depreciation - Company	\$433,648	\$433,648	\$433,648	\$433,648	\$14,751	\$2,764	\$433,648
Depreciation - Other	\$213,981	\$213,981	\$213,981	\$213,981	\$0	\$0	\$213,981
Depreciation for Customer Equipment	\$196,711	\$196,711	\$196,711	\$196,711	\$14,751	\$1,604	\$396,424
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Labor Cost including Depreciation and Benefit Plans %	\$282,079	\$180,038	\$180,039	\$180,039	\$110,038	\$1,100	\$291,013
Overhead	\$307,786	\$22,028	\$22,028	\$22,028	\$22,028	\$1,170	\$1,142,248
Vehicle Maintenance	\$27,887	\$4,280	\$4,280	\$4,280	\$4,280	\$2,140	\$29,646
Customer Maintenance	\$27,887	\$24,300	\$24,300	\$24,300	\$17,501	\$796	\$25,222
Total Above and Below Fuel Costs including Depreciation and Benefit	\$203,489	\$396,627	\$396,627	\$396,627	\$218,881	\$9,627	\$1,184,889
Total Above and Below Depreciation Costs (From %)	\$2,303	\$1,279	\$1,279	\$1,279	\$1,279	\$0	\$4,203
Adjusted Supermarket/Car Maintenance From %	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed Cost of Operations	\$2,303	\$98,236	\$98,236	\$98,236	\$48,796	\$4,804	\$426,048
Profit (least Operating Ratio Value)	\$26,429	\$48,726	\$48,726	\$48,726	\$48,726	\$4,719	\$48,317
Total	\$2,303	\$47,707	\$47,707	\$47,707	\$44,277	\$2,773	\$44,277
Contractor Pass-Through Costs	\$45,507	\$23,808	\$23,808	\$23,808	\$4,139	\$1,119	\$46,627
Owner Expense	\$45,507	\$23,808	\$23,808	\$23,808	\$4,139	\$1,119	\$46,627
Total Contractor Pass-Through Costs	\$45,507	\$23,808	\$23,808	\$23,808	\$4,139	\$1,119	\$46,627
TOTAL BASE CONTRACTOR'S COMPENSATION	\$45,507	\$23,808	\$23,808	\$23,808	\$4,139	\$1,119	\$46,627

SBWMA COLLECTION AGREEMENT Proposed Compensation 2023
B. City of Redwood City Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments					
	2014	2015	2016	Prior Year Rolling Three-Year Average	2023
Leads	247,619	247,143	249,792	247,849	247,849
Leads	217,639	229,327	236,927	226,638	226,638
Leads	24,856	31,259	32,439	29,536	29,536
Heads	1,041	1,055	1,102	1,058	1,058
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%
95% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Car and Bio Solid Waste	Car and Bio Reseptive Materials	Car and Bio Organic Materials (including Solids) Tons	Solid Deep Box Services (All Materials)	Two One Call Collecting Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for O&M	\$1,015,940	\$152,832	\$112,947	\$93,858	\$26,750	\$1,399,328
Benefits for O&M	\$494,421	\$149,079	\$93,264	\$70,969	\$13,132	\$716,865
Payroll Taxes	\$84,526	\$27,692	\$9,522	\$7,972	\$2,225	\$113,937
Workers Compensation Insurance	\$72,582	\$23,752	\$7,293	\$6,620	\$1,892	\$110,139
Total Direct Labor-Related Costs	\$1,667,470	\$353,355	\$223,026	\$179,419	\$44,000	\$2,067,269
Direct Fuel Costs	\$108,342	\$32,339	\$15,112	\$9,226	\$2,903	\$167,922
Other Direct Costs	\$138,698	\$32,643	\$18,334	\$17,201	\$1,996	\$208,872
Depreciation - Collection Vehicles	\$123,668	\$48,524	\$26,967	\$14,731	\$2,764	\$216,654
Depreciation - Containers	\$23,081	\$13,569	\$10,894	\$0	\$600	\$38,144
Depreciation for Collection Equipment	\$14,731	\$14,048	\$37,864	\$14,731	\$1,454	\$58,828
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From B)						
General and Administrative	\$182,077	\$146,434	\$175,430	\$131,478	\$5,761	\$540,180
Operations	\$76,756	\$72,038	\$18,293	\$22,993	\$1,130	\$171,208
Vehicle Maintenance	\$71,887	\$61,391	\$75,383	\$63,941	\$2,139	\$234,941
Container Maintenance	\$23,841	\$24,363	\$26,460	\$13,761	\$796	\$69,261
Total Allocated Indirect Costs including Depreciation and Interest	\$354,561	\$304,226	\$395,566	\$230,202	\$9,727	\$988,282
Total Allocated Indirect Depreciation Costs (From B)	\$2,518	\$1,373	\$1,991	\$1,634	\$60	\$6,516
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$2,148,400	\$1,061,214	\$1,018,272	\$411,264	\$54,727	\$3,693,677
Profit (Insert Operating Ratio below)	\$248,626	\$140,738	\$19,653	\$40,598	\$4,719	\$414,334
Total Proposed Costs before Pass-Through Cost Allocation	\$2,417,026	\$1,201,952	\$1,037,925	\$451,862	\$59,446	\$4,108,011
Contractor Pass-Through Costs						
Interest Expense	\$47,507	\$20,649	\$12,296	\$4,769	\$1,134	\$86,355
Total Contractor Pass-Through Costs	\$47,507	\$20,649	\$12,296	\$4,769	\$1,134	\$86,355
TOTAL BASE CONTRACTOR'S COMPENSATION	\$2,464,533	\$1,222,601	\$1,050,221	\$456,631	\$60,580	\$4,194,366

SARMA COLLECTION AGREEMENT
B. City of Redwood City: Allowed Costs - Agency Facilities Proposed Compensation 2021

	Expenses Used for Year 2019 Cost Allocations Only													
														2021
City # of Jobs per year	11,000	800	800	8,007										Totals
SPYMA # of Jobs per year (Assumes for Vehicle Services)	242,267	15,341	8,039	6,039	24,289									80,358.00
City # of Jobs per year %	20.2%	4.8%	22.8%	11.8%	24.8%									
City Total Allowed Labor hours year	1,147,461	42,642	619,642	436,444	1,376,231									1,376,231
SPYMA Total Allowed Labor hours year	4,796,219	258,401	919,166	1,035,411	2,595,441									2,595,441
City Total Allowed Labor hours year %	27.4%	1.7%	22.8%	22.8%	28.2%									
City # of Total hours/year	414,761	11,661	809,542	1,376,231										(798.8)
SPYMA # of Total hours/year	2,595,211	221,881	919,217	1,919,411										
City # of Total hours/year %	22.8%	12.2%	22.8%	22.8%										
City # of Customers	270	11	27	27										653.20
SPYMA # of Customers	641	25	528	528										
City # of Customers %	12.2%	1.7%	2.8%	2.8%										

Agency Facilities	Cost per this Job		Cost per this Agency Month		Cost per this Month		Total Allowed Monthly		Variance per Month		Agency Facilities Total	
	Cost per Job	%	Cost per Agency Month	%	Cost per Month	%	Total Allowed Monthly	%	Variance per Month			
Allowed Cost of Operations												
Fixed Labor-related Costs												
Wages for City	\$27,127	87%	\$2,392	92.4%	\$5,049	93.8%	\$17,881	92.4%	\$5,273	86.8%		
Benefits for City	\$3,938	12%	\$339	12.9%	\$738	13.4%	\$2,715	13.4%	\$2,557	12.4%		
Payroll Taxes	\$2,296	7%	\$197	7.4%	\$432	8.1%	\$1,518	7.7%	\$1,654	7.9%		
Vehicle Compensation Expenses	\$2,882	9%	\$248	9.3%	\$540	10.1%	\$1,854	9.2%	\$1,944	9.4%		
State/Local Labor Relocation	\$1,981	6%	\$169	6.2%	\$372	7.0%	\$1,219	6.2%	\$1,239	6.0%		
Food/Supplies	\$1,208	4%	\$103	3.8%	\$228	4.3%	\$756	3.9%	\$786	3.8%		
Other Travel Costs	\$6,231	19%	\$536	20.0%	\$1,186	22.2%	\$3,855	20.0%	\$3,971	19.1%		
Depreciation - Customer Vehicles	\$1,126	4%	\$96	3.6%	\$213	4.0%	\$681	3.6%	\$701	3.4%		
Depreciation - Customer	30	0%	3	0.1%	6	0.1%	19	0.1%	25	0.1%		
Depreciation for City-owned Equipment	\$1,126	4%	\$96	3.6%	\$213	4.0%	\$681	3.6%	\$701	3.4%		
Totals	\$31,217	100%	\$2,658	100%	\$5,807	100%	\$19,051	100%	\$22,031	100%		
Allowed Labor Cost including Depreciation and Benefit Plans %	87%		92%		93%		92%		87%			
Contract and Administration (Using 20% for Agency Costs)	\$31,217		\$3,122		\$3,122		\$6,244		\$6,244			
Vehicle Maintenance (Using 20% for Agency Costs)	\$2,882		\$288		\$288		\$576		\$576			
Customer Maintenance (Using 20% for Agency Costs)	\$1,981		\$198		\$198		\$396		\$396			
Travel Allowance (Using 20% for Agency Costs)	\$6,231		\$623		\$623		\$1,246		\$1,246			
Food and other Labor Cost including Depreciation and Interest	\$4,607		\$461		\$461		\$922		\$922			
Travel Allowance (Using 20% for Agency Costs)	\$1,126		\$113		\$113		\$226		\$226			
Allowed Depreciation (Cost Allocation from AC)	\$2,252		\$225		\$225		\$450		\$450			
Travel Allowance (Using 20% for Agency Costs)	\$6,231		\$623		\$623		\$1,246		\$1,246			
Fixed Operating Costs before Pass Through Cost Allocation	\$120,000	96.5%	\$11,200	96.5%	\$11,200	96.5%	\$44,800	96.5%	\$44,800	96.5%		
Contractor Pass Through Costs	\$1,200		\$120		\$120		\$480		\$480			
Customer Pass Through Costs	\$2,000		\$200		\$200		\$800		\$800			
Total Contractor Pass Through Costs	\$3,200		\$320		\$320		\$1,280		\$1,280			
TOTAL BASE CONTRACTORS COMPENSATION	\$123,200		\$11,520		\$11,520		\$46,080		\$46,080			
Service Level Overruns Used for Agency Month Cost Reductions												
2014	126	69,808	126	1,770	6,475	18,800	80	\$4,502				
2015	69,570	925	6,475	9,110	410	\$4,502						
2016	71,006	801	6,977	410								
Rolling Three Year Average	76,891	768	6,987	410								

SPP WA COLLECTION AGREEMENT
 Proposed Compensation 2023
 B. City of Redmond City Abstract Costs - Agency Facilities

Step 2 - Labor Based Adjustments

TY 2023 WA Budget (2023) (Lead or Example)	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176
TY 2023 WA Budget (2021) (Lead or Example)	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176
TY 2023 WA Budget (2021) (Lead or Example)	186,876	186,876	186,876	186,876	186,876	186,876	186,876	186,876
TY 2023 WA Budget (2021) (Lead or Example)	477,813	477,813	477,813	477,813	477,813	477,813	477,813	477,813
TY 2023 WA Budget (2021) (Lead or Example)	477,813	477,813	477,813	477,813	477,813	477,813	477,813	477,813
TY 2023 WA Budget (2021) (Lead or Example)	186,876	186,876	186,876	186,876	186,876	186,876	186,876	186,876
TY 2023 WA Budget (2021) (Lead or Example)	209,210	209,210	209,210	209,210	209,210	209,210	209,210	209,210
TY 2023 WA Budget (2021) (Lead or Example)	209,210	209,210	209,210	209,210	209,210	209,210	209,210	209,210
TY 2023 WA Budget (2021) (Lead or Example)	209,210	209,210	209,210	209,210	209,210	209,210	209,210	209,210
TY 2023 WA Budget (2021) (Lead or Example)	209,983	209,983	209,983	209,983	209,983	209,983	209,983	209,983
TY 2023 WA Budget (2021) (Lead or Example)	209,983	209,983	209,983	209,983	209,983	209,983	209,983	209,983
TY 2023 WA Budget (2021) (Lead or Example)	186,876	186,876	186,876	186,876	186,876	186,876	186,876	186,876

Agency Facilities	Cost and This Budget		Cost and the Original Budget		Cost and the Aggregate Materials		Total They are Known (as Reported)		Values and Totals		Agency Facilities Total
	W	B	W	B	W	B	W	B	W	B	
Agency Cost of Operations											
Direct Labor Expenses:											
Wages for Overtime	\$25,547	\$25,547	\$25,547	\$25,547	\$25,547	\$25,547	\$25,547	\$25,547	\$25,547	\$25,547	\$25,547
Benefits/DBA	\$11,301	\$11,301	\$11,301	\$11,301	\$11,301	\$11,301	\$11,301	\$11,301	\$11,301	\$11,301	\$11,301
Fringe Taxes	\$2,106	\$2,106	\$2,106	\$2,106	\$2,106	\$2,106	\$2,106	\$2,106	\$2,106	\$2,106	\$2,106
Student Computers/Supplies	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
Lead (based on the Budget/Case)	\$41,942	\$41,942	\$41,942	\$41,942	\$41,942	\$41,942	\$41,942	\$41,942	\$41,942	\$41,942	\$41,942
Direct Total Costs	\$87,796	\$87,796	\$87,796	\$87,796	\$87,796	\$87,796	\$87,796	\$87,796	\$87,796	\$87,796	\$87,796
Other Direct Costs											
Depreciation - Collection Vehicles	\$6,225	\$6,225	\$6,225	\$6,225	\$6,225	\$6,225	\$6,225	\$6,225	\$6,225	\$6,225	\$6,225
Depreciation - Collection	\$1,126	\$1,126	\$1,126	\$1,126	\$1,126	\$1,126	\$1,126	\$1,126	\$1,126	\$1,126	\$1,126
Depreciation - Collection Equipment	\$1,126	\$1,126	\$1,126	\$1,126	\$1,126	\$1,126	\$1,126	\$1,126	\$1,126	\$1,126	\$1,126
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$95,147	\$95,147	\$95,147	\$95,147	\$95,147	\$95,147	\$95,147	\$95,147	\$95,147	\$95,147	\$95,147
Adjusted Subject Costs including Depreciation and Interest (From B)	\$95,147	\$95,147	\$95,147	\$95,147	\$95,147	\$95,147	\$95,147	\$95,147	\$95,147	\$95,147	\$95,147
Fixed and Administrative (Per 10% for Agency Cost)	\$6,270	\$6,270	\$6,270	\$6,270	\$6,270	\$6,270	\$6,270	\$6,270	\$6,270	\$6,270	\$6,270
Operation Vehicle Maintenance	\$11,020	\$11,020	\$11,020	\$11,020	\$11,020	\$11,020	\$11,020	\$11,020	\$11,020	\$11,020	\$11,020
Collection Maintenance (Per 10% for Agency Cost)	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Total Adjusted Subject Costs including Depreciation and Interest	\$116,437	\$116,437	\$116,437	\$116,437	\$116,437	\$116,437	\$116,437	\$116,437	\$116,437	\$116,437	\$116,437
Total Adjusted Subject Depreciation (Cost from B)	\$8,477	\$8,477	\$8,477	\$8,477	\$8,477	\$8,477	\$8,477	\$8,477	\$8,477	\$8,477	\$8,477
Adjusted Implementation/Construction (From B)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Adjusted Cost of Operations	\$124,914	\$124,914	\$124,914	\$124,914	\$124,914	\$124,914	\$124,914	\$124,914	\$124,914	\$124,914	\$124,914
Profit (Insert Operating Ratio Index)	\$12,491	\$12,491	\$12,491	\$12,491	\$12,491	\$12,491	\$12,491	\$12,491	\$12,491	\$12,491	\$12,491
Total	\$137,405	\$137,405	\$137,405	\$137,405	\$137,405	\$137,405	\$137,405	\$137,405	\$137,405	\$137,405	\$137,405
Contractor Pass-Through Costs											
Share of System	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200
Total Contractor Pass-Through Costs	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200
TOTAL BASE CONTRACTORY COMPENSATION	\$139,605	\$139,605	\$139,605	\$139,605	\$139,605	\$139,605	\$139,605	\$139,605	\$139,605	\$139,605	\$139,605

SRM WA COLLECTION AGREEMENT
 B. Cost of Bidland Co. Assessed Costs - Agency Facilities
 Proposed Compensation 2001

	Step 1 Service Level Adjustment					
	2014	2015	2016	2014	2015	2016
2014	1,205	1,205	1,205	1,279	1,271	1,265
2015	84,938	84,130	83,706	93	1,131	813
2016	79,108	79,108	79,108	89	8,907	89
Three Year Total Average	76,148	76,148	76,148	96	5,187	883
Current Year Billing Three Year Average	1,205	1,205	1,205	1,279	1,271	1,265
2014	69,908	69,100	68,900	93	1,131	813
2015	84,130	83,706	83,706	89	8,907	89
2016	79,108	79,108	79,108	96	5,187	883
2001 Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
2016 Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Current Bid Total		Current Bid Original Method		Current Bid Assessed Method		Three Year Bid Assessed Method		Current Bid Three Year		Agency Facilities Total
	2014	2015	2014	2015	2014	2015	2014	2015	2014	2015	
Assessed Cost of Operations											
Total Labor Through Costs	\$23,407	\$29	\$29	\$1,041	\$1,041	\$1,041	\$1,041	\$1,041	\$2,423	\$2,423	\$11,171
Supplies for O&M	\$11,841	\$18	\$18	\$4,246	\$4,246	\$4,246	\$4,246	\$4,246	\$67	\$67	\$1,010
Fuels for O&M	\$2,106	\$23	\$23	\$20	\$20	\$20	\$20	\$20	\$138	\$138	\$1,940
Welder Compensation Expenses	\$2,881	\$20	\$20	\$282	\$282	\$282	\$282	\$282	\$282	\$282	\$1,341
Total (Current Labor Related Costs)	\$48,041	\$60	\$60	\$4,531	\$4,531	\$4,531	\$4,531	\$4,531	\$1,040	\$1,040	\$1,014
Total Fuel Costs	\$2,296	\$16	\$16	\$93	\$93	\$93	\$93	\$93	\$218	\$218	\$1,248
Other Diesel Costs	\$6,220	\$68	\$68	\$667	\$667	\$667	\$667	\$667	\$407	\$407	\$1,918
Depreciation - Collection Vehicles	\$1,928	\$18	\$18	\$2,176	\$2,176	\$2,176	\$2,176	\$2,176	\$0	\$0	\$1,918
Depreciation - Collection	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6
Depreciation for Collection Equipment	\$1,928	\$18	\$18	\$2,176	\$2,176	\$2,176	\$2,176	\$2,176	\$0	\$0	\$1,918
Lease	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6
Advanced Labor Costs including Depreciation and Interest Costs (Report and Administration - (See 90% for Agency Costs) Operations Vehicle Maintenance Contract Maintenance (See 90% for Agency Costs) Contract Maintenance (See 90% for Agency Costs)	\$10,204	\$49	\$49	\$1,041	\$1,041	\$1,041	\$1,041	\$1,041	\$2,423	\$2,423	\$11,171
Total Assessed Labor Through Costs	\$48,041	\$60	\$60	\$4,531	\$4,531	\$4,531	\$4,531	\$4,531	\$1,040	\$1,040	\$1,014
Total Assessed Cost of Operations	\$122,041	\$129	\$129	\$12,713	\$12,713	\$12,713	\$12,713	\$12,713	\$6,467	\$6,467	\$10,104
Fuels (Current Operating - (See below))	\$12,906	\$142	\$142	\$6,439	\$6,439	\$6,439	\$6,439	\$6,439	\$1,238	\$1,238	\$10,471
Total Operating Costs (Labor Plus Through Cost Adjustments)	\$134,947	\$143	\$143	\$19,152	\$19,152	\$19,152	\$19,152	\$19,152	\$7,705	\$7,705	\$20,575
Contract Plus Through Costs	\$1,506	\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16
Total Contract Plus Through Costs	\$1,506	\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16
TOTAL BIDD CONTRACTOR'S COMPENSATION	\$136,453	\$160	\$160	\$19,168	\$19,168	\$19,168	\$19,168	\$19,168	\$7,721	\$7,721	\$20,591

SERRNA COLLECTION AGREEMENT
B. City of San Carlos Allocated Costs - STD
 Proposed Compensation 2013

Category	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total
City # of accounts	5,338	5,376	5,400	5,424	5,448	5,472	5,496	5,520	5,544	5,568	5,592	5,616	5,640	53,880
City # of accounts %	94.880	94.772	94.736	94.688	94.640	94.592	94.544	94.496	94.448	94.400	94.352	94.304	94.256	94,580
City Total Hours Labor hours year	3,987.29	3,978.62	3,970.00	3,961.38	3,952.76	3,944.14	3,935.52	3,926.90	3,918.28	3,909.66	3,901.04	3,892.42	3,883.80	32,881
City Total Hours Labor hours year %	46,202.55	42,856.24	40,184.12	37,811.92	35,439.72	33,067.52	30,695.32	28,323.12	25,950.92	23,578.72	21,206.52	18,834.32	16,462.12	146,248
City # of total hours/year	47,071.84	46,834.84	46,597.84	46,360.84	46,123.84	45,886.84	45,649.84	45,412.84	45,175.84	44,938.84	44,701.84	44,464.84	44,227.84	373,800
City Total Hours Labor hours year %	8.27%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%
City Total Compensation to Service	\$1,819	\$1,796	\$1,773	\$1,750	\$1,727	\$1,704	\$1,681	\$1,658	\$1,635	\$1,612	\$1,589	\$1,566	\$1,543	14,443
SERRNA Total Compensation to Service	\$6,000	\$5,738	\$5,476	\$5,214	\$4,952	\$4,690	\$4,428	\$4,166	\$3,904	\$3,642	\$3,380	\$3,118	\$2,856	222,510
City Total Compensation to Service %	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%

Category	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total
City Total Compensation to Service	\$1,819	\$1,796	\$1,773	\$1,750	\$1,727	\$1,704	\$1,681	\$1,658	\$1,635	\$1,612	\$1,589	\$1,566	\$1,543	14,443
SERRNA Total Compensation to Service	\$6,000	\$5,738	\$5,476	\$5,214	\$4,952	\$4,690	\$4,428	\$4,166	\$3,904	\$3,642	\$3,380	\$3,118	\$2,856	222,510
City Total Compensation to Service %	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%

Category	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total
City Total Compensation to Service	\$1,819	\$1,796	\$1,773	\$1,750	\$1,727	\$1,704	\$1,681	\$1,658	\$1,635	\$1,612	\$1,589	\$1,566	\$1,543	14,443
SERRNA Total Compensation to Service	\$6,000	\$5,738	\$5,476	\$5,214	\$4,952	\$4,690	\$4,428	\$4,166	\$3,904	\$3,642	\$3,380	\$3,118	\$2,856	222,510
City Total Compensation to Service %	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%

Category	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total
City Total Compensation to Service	\$1,819	\$1,796	\$1,773	\$1,750	\$1,727	\$1,704	\$1,681	\$1,658	\$1,635	\$1,612	\$1,589	\$1,566	\$1,543	14,443
SERRNA Total Compensation to Service	\$6,000	\$5,738	\$5,476	\$5,214	\$4,952	\$4,690	\$4,428	\$4,166	\$3,904	\$3,642	\$3,380	\$3,118	\$2,856	222,510
City Total Compensation to Service %	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%	8.26%

SBR MA COLLECTION AGREEMENT
B. Cost of San Carlos Absecon Costs - SPD

Proposed Compensation

2023

Step 3. Under Budget Agreements

PR CSM-W-Regen (2017) Land as Example	264,176	264,176	264,176	264,176	264,176
CV CSM-W-Regen (2017) Land as Example	264,176	264,176	264,176	264,176	264,176
CR-W-Regen Adjustment	168,676	168,676	168,676	168,676	168,676
PR CSM-W-Subsidy (2017) Land as Example	477,815	477,815	477,815	477,815	477,815
CV CSM-W-Subsidy (2017) Land as Example	477,815	477,815	477,815	477,815	477,815
CR-W-Subsidy Adjustment	268,676	268,676	268,676	268,676	268,676
PR CSM-55-Subsidy Fund (2017) Land as Example	209,210	209,210	209,210	209,210	209,210
CV CSM-55-Subsidy Fund (2017) Land as Example	209,210	209,210	209,210	209,210	209,210
CR-C-Subsidy Fund Adjustment	168,676	168,676	168,676	168,676	168,676
PR CSM-1 (2017) Land as Example	209,983	209,983	209,983	209,983	209,983
CV CSM-1 (2017) Land as Example	209,983	209,983	209,983	209,983	209,983
CR-C-Adjustment	168,676	168,676	168,676	168,676	168,676

Annual Cost of Operation	Sample Family Dwellings					Sample Family Dwelling Total
	Unit Type A	1-Bed Detached Medium	2-Bed Detached Medium	3-Bed Detached Medium	3-Bed Detached Medium	
Annual Cost of Operation						
Direct Labor Related Costs	\$114,488	\$274,132	\$221,088	\$76,433	\$682,141	
Supplies for Office	\$10,102	\$12,176	\$10,419	\$4,738	\$41,435	
Materials for Office	\$7,339	\$12,888	\$10,310	\$3,216	\$37,769	
Fixed Taxes	\$2,242	\$3,241	\$2,242	\$845	\$6,570	
Student/Corporate Discount	\$40,000	\$40,000	\$19,000	\$120,000	\$141,000	
Total Direct Labor Related Costs	\$174,169	\$362,637	\$262,059	\$104,632	\$842,537	
Direct Fuel Costs	\$50,415	\$10,982	\$29,376	\$1,611	\$92,484	
Other Direct Costs	\$40,448	\$12,219	\$10,430	\$1,331	\$64,459	
Depreciation - Collection Vehicle	\$12,810	\$13,290	\$47,262	\$1,329	\$74,691	
Depreciation - Collection	\$2,587	\$14,691	\$29,849	\$1	\$47,128	
Depreciation for Collection Equipment	\$75,341	\$77,901	\$70,442	\$1,329	\$224,013	
Less:	\$0	\$0	\$0	\$0	\$0	
Adjusted Subtotal Costs including Depreciation and Interest (From 1)	\$141,882	\$147,416	\$141,238	\$6,217	\$436,741	
Specialized and Administration	\$31,240	\$34,949	\$31,191	\$1,236	\$109,616	
Vehicle Maintenance	\$19,415	\$65,796	\$19,918	\$2,425	\$107,554	
Customer Maintenance	\$22,489	\$23,048	\$22,418	\$891	\$72,846	
Total Adjusted Subtotal Costs including Depreciation and Interest	\$214,026	\$271,219	\$236,865	\$10,777	\$626,757	
Total Adjusted Subtotal Depreciation Cost/From 1)	\$1,489	\$2,113	\$1,819	\$18	\$6,487	
Adjusted Depreciation Cost/Depreciation (From 4)	\$0	\$0	\$0	\$0	\$0	
Total Annual Cost of Operation	\$215,515	\$273,332	\$238,684	\$10,795	\$633,244	
Profit (Lessen Operating Ratio Below)	\$82,488	\$97,296	\$82,411	\$10,483	\$272,678	
98.2%						
Total Proposed Costs before Pass Through Cost Allocation	\$128,027	\$146,036	\$156,273	\$10,813	\$440,149	
Contractor Pass Through Costs						
Interest Expense	\$14,520	\$11,121	\$14,520	\$10	\$40,171	
Total Contractor Pass Through Costs	\$14,520	\$11,121	\$14,520	\$10	\$40,171	
TOTAL BASE CONTRACTOR'S COMPENSATION	\$142,547	\$157,157	\$170,793	\$10,823	\$480,320	

SRWMA COLLECTION AGREEMENT

Proposed Compensation

2021

B. City of San Carlos Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	8,608	8,608	8,608	
2015	8,615	8,615	8,615	
2016	8,588	8,588	8,588	
Prior Year Rolling Three-Year Average	8,604	8,604	8,604	
2014	8,608	8,608	8,608	
2015	8,615	8,615	8,615	
2016	8,588	8,588	8,588	
Current Year Rolling Three-Year Average	8,604	8,604	8,604	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (excluding Food/Waste)	Two On-Call Collection Trains	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for C/Ws	\$134,889	\$274,132	\$220,948	\$76,425	\$606,394
Benefits for C/Ws	\$174,532	\$112,174	\$104,015	\$41,194	\$432,915
Payroll Taxes	\$27,826	\$22,808	\$19,341	\$6,318	\$76,393
Workers Compensation Insurance	\$23,832	\$20,531	\$17,732	\$5,882	\$68,077
Total Direct Labor-Related Costs	\$361,080	\$429,645	\$359,036	\$129,629	\$1,279,390
Direct Fuel Costs	\$11,415	\$18,892	\$24,279	\$3,611	\$68,497
Other Direct Costs	\$40,640	\$71,219	\$39,439	\$1,771	\$140,079
Depreciation - Collection Vehicles	\$32,839	\$11,294	\$47,742	\$3,328	\$117,249
Depreciation - Containers	\$23,905	\$24,695	\$24,849	\$0	\$73,449
Depreciation for Collection Equipment	\$7,906	\$77,990	\$7,648	\$3,328	\$234,642
Taxes	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs-including Depreciation and Interest (Item 9)					
General and Administrative	\$101,062	\$107,498	\$107,258	\$6,217	\$322,035
Operations	\$11,299	\$14,949	\$11,191	\$1,268	\$49,707
Vehicle Maintenance	\$19,413	\$16,796	\$19,613	\$2,423	\$100,643
Container Maintenance	\$22,693	\$21,648	\$22,458	\$993	\$105,022
Total Allocated Indirect Costs-including Depreciation and Interest	\$274,467	\$260,891	\$260,520	\$10,901	\$846,858
Total Allocated Indirect Depreciation Costs (Item 9)	\$1,889	\$2,113	\$1,933	\$79	\$6,017
Annual Implementation Cost Allocation (Item 8)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$976,251	\$911,752	\$797,179	\$152,929	\$2,838,188
Profit (Insert Operating Ratio below)	\$102,488	\$15,784	\$82,443	\$16,873	\$276,872
Total Proposed Costs before Pass-Through Cost Allocation	\$1,078,739	\$1,007,444	879,622	\$169,802	\$3,115,060
Contractor Pass-Through Costs					
Invoice Expense	\$18,826	\$18,127	\$18,790	\$816	\$17,219
Total Contractor Pass-Through Costs	\$18,826	\$18,127	\$18,790	\$816	\$17,219
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,097,565	\$1,025,571	898,412	\$170,618	\$3,132,279

SEWMA COLLECTION AGREEMENT
 Proposed Compensation 2013
 B. City of San Carlos Approved Costs - MFD & Commercial

Category	2011	2012	2013	Total
City of Assessor	1,132	1,304	1,607	4,043
City of Assessor %	10.12	10.21	11.71	10.76
City of San Carlos Labor from year	4,000.38	2,898.61	762.28	7,661.27
City of San Carlos Labor from year	4,000.38	2,711.92	6,756.61	13,468.91
City of San Carlos Labor from year %	4.0%	18.7%	12.2%	8.7%
City of Assessor %	2,779.42	2,677.15	719.7%	6,176.27
City of Assessor % of total labor/year	15,307.28	25,241.12	6,666.56	47,114.96
City of Assessor % of total labor/year	3.0%	10.6%	11.2%	8.2%
City Total Compensation to Service	1,309	1,888	2,316	5,513
City Total Compensation to Service % of Total Compensation to Service	17.2%	17.9%	17.9%	17.9%

MFD & Commercial	Cost and the Total	Cost and the Percentage of the Total	Cost and the Percentage of the Total	Total Cost	Percentage of the Total	Percentage of the Total	Percentage of the Total	Percentage of the Total	Percentage of the Total	MFD & Commercial Total
Annual Cost of Operations										
Annual Labor-Related Cost	\$427,716	\$122,611	\$84,217	\$271,888	12.1%	12.1%	12.1%	12.1%	12.1%	\$3,514,512
Wages for OTR	\$202,436	\$95,431	\$26,474	\$180,531	7.9%	7.9%	7.9%	7.9%	7.9%	\$1,482,422
Benefits for OTR	\$10,301	\$17,716	\$6,286	\$34,303	1.4%	1.4%	1.4%	1.4%	1.4%	\$41,997
Fixed Taxes	\$20,241	\$12,212	\$1,202	\$33,655	1.4%	1.4%	1.4%	1.4%	1.4%	\$34,422
Wages/Compensation Incentive	\$89,638	\$10,258	\$10,258	\$100,154	4.2%	4.2%	4.2%	4.2%	4.2%	\$1,255,203
Year-Over Labor Related Cost	\$42,346	\$71,676	\$11,139	\$28,531	1.8%	1.8%	1.8%	1.8%	1.8%	\$76,071
Other Fixed Cost	\$99,041	\$16,894	\$15,256	\$6,847	4.1%	4.1%	4.1%	4.1%	4.1%	\$116,641
Depreciation - Vehicles	\$12,519	\$12,517	\$19,296	\$44,332	1.9%	1.9%	1.9%	1.9%	1.9%	\$116,641
Depreciation - Customers	\$11,231	\$8,251	\$8,179	\$27,661	1.2%	1.2%	1.2%	1.2%	1.2%	\$116,641
Depreciation for Customer Equipment	\$84,292	\$11,231	\$23,801	\$119,324	5.0%	5.0%	5.0%	5.0%	5.0%	\$116,641
Lease	\$0	\$0	\$0	\$0	0.0%	0.0%	0.0%	0.0%	0.0%	\$0
Advanced Labor Cost including Depreciation and Interest (Year %)	\$199,936	\$115,503	\$118,626	\$334,065	14.5%	14.5%	14.5%	14.5%	14.5%	\$3,514,512
General and Administration	\$17,911	\$12,134	\$13,231	\$43,276	1.9%	1.9%	1.9%	1.9%	1.9%	\$116,641
Vehicle Maintenance	\$12,512	\$41,317	\$11,894	\$65,723	2.8%	2.8%	2.8%	2.8%	2.8%	\$116,641
Contract Maintenance	\$12,628	\$12,228	\$10,594	\$35,450	1.5%	1.5%	1.5%	1.5%	1.5%	\$116,641
Year-Over Labor Cost including Depreciation and Interest	\$158,287	\$189,506	\$212,751	\$560,544	24.5%	24.5%	24.5%	24.5%	24.5%	\$1,500,911
Year-Over Labor Cost including Depreciation and Interest (Year %)	\$1,073	\$1,223	\$411	\$2,707	0.1%	0.1%	0.1%	0.1%	0.1%	\$4,302
Annual Supplemental Cost Allocation (Year %)	\$0	\$0	\$0	\$0	0.0%	0.0%	0.0%	0.0%	0.0%	\$0
Total Annual Cost of Operations	\$142,746	\$64,267	\$74,926	\$181,939	7.9%	7.9%	7.9%	7.9%	7.9%	\$2,247,916
Fixed (Smart) Operating Ratio Index	\$187,812	\$64,134	\$48,667	\$175,513	8.0%	8.0%	8.0%	8.0%	8.0%	\$2,247,916
Fixed Payment Costs before Fees, Through-Cost Allocation	\$1,029,282	\$26,228	\$41,127	\$1,396,637	61.5%	61.5%	61.5%	61.5%	61.5%	\$2,247,916
Contractor Fees Through Cost	\$20,136	\$12,134	\$9,276	\$41,446	1.8%	1.8%	1.8%	1.8%	1.8%	\$41,446
Fixed Contractor Fees Through Cost	\$28,228	\$12,134	\$10,594	\$50,956	2.2%	2.2%	2.2%	2.2%	2.2%	\$41,446
EDITAL BAY CONTRACTOR'S COMPENSATION	\$118,512	\$26,228	\$41,127	\$185,867	8.3%	8.3%	8.3%	8.3%	8.3%	\$2,247,916

Service Level Metrics (Under Index Service Level Cost Allocation)	2011	2012	2013	Total
Service Level Metrics	\$27,900	\$19,417	\$14,228	\$61,545
Service Level Metrics	\$28,418	\$19,277	\$14,506	\$62,201
Service Level Metrics	\$27,419	\$19,292	\$14,289	\$60,999
Service Level Metrics	\$27,979	\$19,268	\$14,288	\$61,535

SRWA COLLECTION AGREEMENT
Proposed Compensation 2012
B. Cost of San Carlos Absecon Costs - MFD & Commercial

Step 3 - Labor Based Adjustments

PT C01-W-Regen (2011 Land as Example)	244.17%	244.17%	244.17%	244.17%	244.17%	244.17%
PT C01-W-Regen (2011 Land as Example)	244.17%	244.17%	244.17%	244.17%	244.17%	244.17%
C01-W-Regen Adjustment	240.0%	240.0%	240.0%	240.0%	240.0%	240.0%
PT C01-W-Absecon (2011 Land as Example)	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%
PT C01-W-Absecon (2011 Land as Example)	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%
C01-W-Absecon Adjustment	240.0%	240.0%	240.0%	240.0%	240.0%	240.0%
PT C01-L-Absecon Field (2011 Land as Example)	209.21%	209.21%	209.21%	209.21%	209.21%	209.21%
PT C01-L-Absecon Field (2011 Land as Example)	209.21%	209.21%	209.21%	209.21%	209.21%	209.21%
C01-L-Absecon Field Adjustment	200.0%	200.0%	200.0%	200.0%	200.0%	200.0%
PT C01-L (2011 Land as Example)	209.93%	209.93%	209.93%	209.93%	209.93%	209.93%
PT C01-L (2011 Land as Example)	209.93%	209.93%	209.93%	209.93%	209.93%	209.93%
C01-L Adjustment	200.0%	200.0%	200.0%	200.0%	200.0%	200.0%

Annual Cost of Operations	MFD & Commercial		MFD & Commercial		MFD & Commercial		MFD & Commercial		MFD & Commercial		MFD & Commercial Total
	Cost and the Value	Year	Cost and the Inflation Adjustment	Year	Cost and the Original Inflation Target	Year	Total Inflation Increase (MFD)	Total Inflation Increase (Commercial)	Total Inflation Increase (Both)		
Annual Total Cost of Operations											
Direct Labor-related Costs											
Wages for O&M	\$427,200	\$122,400	\$427,200	\$122,400	\$427,200	\$122,400	\$427,200	\$122,400	\$427,200	\$122,400	\$970,240
Benefits for O&M	\$202,200	\$91,800	\$202,200	\$91,800	\$202,200	\$91,800	\$202,200	\$91,800	\$202,200	\$91,800	\$735,347
Payroll Taxes	\$11,340	\$17,520	\$11,340	\$17,520	\$11,340	\$17,520	\$11,340	\$17,520	\$11,340	\$17,520	\$75,017
Medical/Compensation Insurance	\$22,200	\$22,200	\$22,200	\$22,200	\$22,200	\$22,200	\$22,200	\$22,200	\$22,200	\$22,200	\$20,252
Total Direct Labor Related Costs	\$662,940	\$173,940	\$662,940	\$173,940	\$662,940	\$173,940	\$662,940	\$173,940	\$662,940	\$173,940	\$748,288
Other Direct Costs											
Depreciation - Collection Vehicle	\$97,340	\$14,804	\$97,340	\$14,804	\$97,340	\$14,804	\$97,340	\$14,804	\$97,340	\$14,804	\$114,410
Depreciation - Collection	\$22,470	\$12,107	\$22,470	\$12,107	\$22,470	\$12,107	\$22,470	\$12,107	\$22,470	\$12,107	\$110,541
Depreciation for Collection Equipment	\$11,120	\$8,329	\$11,120	\$8,329	\$11,120	\$8,329	\$11,120	\$8,329	\$11,120	\$8,329	\$26,327
Other	\$44,202	\$41,202	\$44,202	\$41,202	\$44,202	\$41,202	\$44,202	\$41,202	\$44,202	\$41,202	\$118,848
Total	\$818,062	\$218,272	\$818,062	\$218,272	\$818,062	\$218,272	\$818,062	\$218,272	\$818,062	\$218,272	\$1,036,336
Adjusted Total Cost including Depreciation and Inflation from %											
General and Administrative	\$104,904	\$111,304	\$104,904	\$111,304	\$104,904	\$111,304	\$104,904	\$111,304	\$104,904	\$111,304	\$170,241
Operating	\$17,940	\$17,940	\$17,940	\$17,940	\$17,940	\$17,940	\$17,940	\$17,940	\$17,940	\$17,940	\$73,347
Vehicle Maintenance	\$103,140	\$103,140	\$103,140	\$103,140	\$103,140	\$103,140	\$103,140	\$103,140	\$103,140	\$103,140	\$100,170
Facilities Maintenance	\$122,436	\$11,736	\$122,436	\$11,736	\$122,436	\$11,736	\$122,436	\$11,736	\$122,436	\$11,736	\$20,252
Total Adjusted Inflation Cost including Depreciation and Inflation	\$408,280	\$129,304	\$408,280	\$129,304	\$408,280	\$129,304	\$408,280	\$129,304	\$408,280	\$129,304	\$645,481
Total Annual Cost of Operations	\$1,226,342	\$347,576	\$1,226,342	\$347,576	\$1,226,342	\$347,576	\$1,226,342	\$347,576	\$1,226,342	\$347,576	\$1,391,769
Profit (Insert Operating Ratio Below)	\$197,948	\$66,410	\$197,948	\$66,410	\$197,948	\$66,410	\$197,948	\$66,410	\$197,948	\$66,410	\$229,071
Total Payment (Cost) before Pass Through Cost Allocation	\$1,028,394	\$281,166	\$1,028,394	\$281,166	\$1,028,394	\$281,166	\$1,028,394	\$281,166	\$1,028,394	\$281,166	\$1,162,698
Contractor Pass Through Costs											
Specialty Items	\$20,346	\$11,316	\$20,346	\$11,316	\$20,346	\$11,316	\$20,346	\$11,316	\$20,346	\$11,316	\$41,662
Total Contractor Pass Through Costs	\$20,346	\$11,316	\$20,346	\$11,316	\$20,346	\$11,316	\$20,346	\$11,316	\$20,346	\$11,316	\$63,018
TOTAL RATE CONTRACTOR'S COMPENSATION	\$20,346	\$11,316	\$20,346	\$11,316	\$20,346	\$11,316	\$20,346	\$11,316	\$20,346	\$11,316	\$126,082

SEWANA COLLECTION AGREEMENT
 B. Central San Mateo Municipal Code - MFD & Commercial
 Proposed Compensation 2023

		2023 Service Level Adjustments			
	2022	2023	2024	2025	
2023 Service Level Adjustment Year	2023	107,929	117,649	11,720	9,600
	2024	107,929	117,649	11,720	9,600
	2025	107,929	117,649	11,720	9,600
2023 Service Level Adjustment Year		107,929	117,649	11,720	9,600
2024 Service Level Adjustment Year		107,929	117,649	11,720	9,600
2025 Service Level Adjustment Year		107,929	117,649	11,720	9,600

MFD & Commercial	2023							MFD & Commercial Total
	Contractor Fee Through Cost	Contractor Fee Through Cost	Contractor Fee Through Cost	Contractor Fee Through Cost	Contractor Fee Through Cost	Contractor Fee Through Cost	Contractor Fee Through Cost	
Annual Cost of Operations								
Annual Labor Through Cost	\$423,916	\$272,915	\$44,127	\$21,119	\$2,417	\$1,346	\$78,536	
Repairs for CMAs	\$202,436	\$95,240	\$28,478	\$8,800	\$2,899	\$1,628	\$10,627	
Repairs for CMAs	\$113,546	\$117,218	\$6,099	\$2,899	\$2,280	\$1,628	\$6,474	
Annual Through Cost	\$202,436	\$122,322	\$22,322	\$2,280	\$1,346	\$1,346	\$14,523	
Total Annual Labor Through Cost	\$626,352	\$390,137	\$72,605	\$30,919	\$3,763	\$2,974	\$175,680	
Other Through Cost	\$42,089	\$23,235	\$11,139	\$2,417	\$1,346	\$785	\$29,231	
Depreciation - Collection Variables	\$19,346	\$18,818	\$1,428	\$1,917	\$1,844	\$1,844	\$19,891	
Depreciation - Collection Variables	\$102,916	\$102,237	\$67,806	\$1,680	\$1,279	\$1,279	\$110,531	
Depreciation for Collection Equipment	\$113,229	\$6,221	\$8,419	\$1	\$118	\$118	\$28,532	
Other Through Cost	\$44,282	\$41,254	\$2,948	\$3,665	\$2,384	\$2,384	\$18,844	
Total Annual Cost of Operations	\$828,916	\$574,515	\$114,127	\$37,912	\$7,927	\$4,847	\$247,941	
Annual Through Cost (excluding Depreciation and Through Cost %)	\$423,916	\$272,915	\$44,127	\$21,119	\$2,417	\$1,346	\$78,536	
Depreciation	\$413,611	\$252,716	\$28,218	\$6,424	\$3,763	\$2,974	\$21,642	
Through Cost	\$102,417	\$68,177	\$10,099	\$2,114	\$998	\$998	\$16,171	
Contractor Through Cost	\$12,086	\$13,716	\$4,716	\$3,672	\$3,672	\$3,672	\$10,021	
Total Annual Labor Through Cost (including Depreciation and Through Cost)	\$108,497	\$100,906	\$21,759	\$6,732	\$6,732	\$6,732	\$61,801	
Total Annual Labor Through Cost (from %)	\$1,472	\$1,472	\$1,472	\$1	\$1	\$1	\$1,472	
Annual Through Cost (from %)	\$1	\$1	\$1	\$1	\$1	\$1	\$1	
Total Annual Cost of Operations	\$149,754	\$102,378	\$23,231	\$7,733	\$7,733	\$7,733	\$63,273	
Profit (less Operating Costs below)	\$197,648	\$47,141	\$90,369	\$16,179	\$16,179	\$16,179	\$279,671	
Total Projected Cost before Pass Through Cost Adjustment	\$1,117,441	\$621,441	\$163,147	\$121,049	\$23,654	\$23,654	\$1,147,786	
Contractor Fee Through Cost	\$21,746	\$11,714	\$1,476	\$1,246	\$1,114	\$1,114	\$44,591	
Annual Through Cost	\$28,246	\$13,824	\$2,824	\$2,824	\$2,824	\$2,824	\$44,591	
Total Contractor Fee Through Cost	\$50,492	\$25,538	\$4,300	\$4,070	\$3,938	\$3,938	\$89,182	
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,167,933	\$646,979	\$167,447	\$125,119	\$27,592	\$27,592	\$1,236,968	

SRWMA COLLECTION AGREEMENT

Proposed Compensation

2021

B. City of San Carlos Approved Costs - Agency Facilities		Monthly Total for Year 2021 Cost Allocation Only						Total
City # of Collections per year	12	54,514	1,120	11,344	11,344	216	5,334	116,252
APPROX # of Calls per year (Assumes for Vehicle/Truck)	242,587	16,794	64,689	64,689	13,338	333	64,998	242,587
City # of Calls per year %	3.88%	2.02%	7.22%	7.22%	1.47%	0.35%	6.85%	3.88%
City Total from Labels from year	417.12	64.18	119.80	119.80	24.24	6.03	124.08	417.12
APPROX Total from Labels from year	6,284.39	2,263.00	993.66	993.66	205.24	51.64	1,050.45	6,284.39
City Total from Labels from year	4,799.87	2,079.82	874.16	874.16	183.64	44.59	911.75	4,799.87
City # of miles from year	641.47	93.30	186.60	186.60	39.44	9.81	372.64	641.47
APPROX # of miles from year	2,398.51	224.56	999.17	999.17	209.24	51.64	1,280.35	2,398.51
City # of miles from year %	6.28%	2.02%	4.03%	4.03%	0.84%	0.21%	2.23%	6.28%
City # of Collections	31	47	74	74	15	4	64	31
APPROX # of Collections	442	256	328	328	66	16	668	442
City # of Collections %	6.28%	2.02%	4.03%	4.03%	0.84%	0.21%	2.23%	6.28%

Agency Facilities	Cost and Bag Sold		Cost and Bag		Cost and Bag		Total Daily per		Monthly		Agency Facilities Total
	Year	Days	Year	Days	Month	Month	Month	Month	Month	Month	
Annual Total for Operations											
Total Labor Related Costs	913,200		53,040		87,340		87,340		87,340		534,520
Supplies for CVAs	34,796		5,014		8,244		8,244		8,244		114,728
Supplies for CVAs	9,812		1,376		2,278		2,278		2,278		32,448
Supplies for CVAs	87,172		12,660		20,812		20,812		20,812		286,662
Vehicle Depreciation (Based on	910,388		52,122		86,818		86,818		86,818		1,097,796
Total from Labels Related Costs	91,274		5,214		8,642		8,642		8,642		54,028
Other (Travel Costs)	92,604		9,476		15,212		15,212		15,212		44,368
Depreciation - Customer Variable	91,209		5,140		8,536		8,536		8,536		112,688
Depreciation - Customer	91,209		5,140		8,536		8,536		8,536		112,688
Depreciation for Customer Equipment	91,209		5,140		8,536		8,536		8,536		112,688
Label	91		91		91		91		91		91
<p>Approved Subtotal (Cost including Depreciation and Interest From %) General and Administrative (G&A) (For Agency Only)</p>											
Operations	910,793		53,143		88,436		88,436		88,436		535,636
Vehicle Maintenance	91,041		5,002		8,278		8,278		8,278		111,082
Customer Maintenance (Based on Agency Costs)	91,209		5,140		8,536		8,536		8,536		112,688
Total Approved Subtotal (Including G&A and Interest)	913,043		53,385		87,248		87,248		87,248		549,448
Total Approved Subtotal (Excluding Depreciation and Interest)	917		914		868		868		868		917
Annual Depreciation Cost Adjustment (From A)	91		91		91		91		91		91
Total Annual Cost of Operations	913,154		53,476		88,339		88,339		88,339		550,539
Profit (Interest Operating Costs) (Label)	91,209		5,140		8,536		8,536		8,536		112,688
94.25%											
Total Operating Costs Before From-Through Cost Allocation											
Customer From-Through Costs	91,128		5,221		8,716		8,716		8,716		112,648
Supplier's From-Through Costs	91,128		5,221		8,716		8,716		8,716		112,648
Supplier's From-Through Costs	91,128		5,221		8,716		8,716		8,716		112,648
TOTAL BASE CONTRACTOR'S COMPENSATION											

Agency	Service Level Statistics (Based on From-Through Cost Adjustment)					
	2014	2015	2016	2017	2018	2019
Building Three Year Average	14,297	13,349	12,971	11,889	14,297	14,297

SEWMA COLLECTION AGREEMENT

Proposed Compensation

2023

B. City of San Carlos Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PY CPS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CPS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CPS-W-Wages Adjustment	0.00%	0.00%	0.00%	0.00%	0.00%
PY CPS-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CY CPS-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CPS-W-Medical Adjustment	0.00%	0.00%	0.00%	0.00%	0.00%
PY CPS-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CPS-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CPS-U-Motor Fuel Adjustment	0.00%	0.00%	0.00%	0.00%	0.00%
PY CPS-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CY CPS-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CPS-U Adjustment	0.00%	0.00%	0.00%	0.00%	0.00%

Agency Facilities	Cost and Dis. Solid Waste	Cost and Dis. Organic Materials	Cost and Dis. Recyclable Materials	Total Deep Box Services (All Materials)	Vehicles and Equipment	Agency Facilities Total
	A	B	C	D		
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CDAs	\$16,246	\$2,047	\$1,611	\$1,899	\$1,087	\$24,936
Benefits for CDAs	\$4,790	\$594	\$2,414	\$2,738	\$150	\$11,676
Pension Fees	\$452	\$176	\$430	\$491	\$99	\$2,001
Workers Compensation Insurance	\$230	\$143	\$368	\$420	\$82	\$1,739
Total Direct Labor-Related Costs	\$18,018	\$3,160	\$4,823	\$5,548	\$418	\$31,767
Direct Fuel Costs						
Other Direct Costs	\$1,278	\$234	\$442	\$734	\$131	\$3,069
Other Direct Costs						
Depreciation - Collection Vehicles	\$1,238	\$1,042	\$2,634	\$1,699	\$492	\$12,405
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$1,238	\$1,042	\$2,634	\$1,699	\$492	\$12,405
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From V)						
General and Administrative (using 50% for Agency Costs)	\$16,771	\$2,147	\$1,430	\$4,204	\$1,294	\$25,836
Operations	\$2,428	\$484	\$1,224	\$1,398	\$267	\$5,798
Vehicle Maintenance	\$6,641	\$923	\$2,339	\$2,472	\$306	\$11,681
Container Maintenance (using 50% for Agency Costs)	\$1,549	\$369	\$780	\$492	\$186	\$3,377
Total Allocated Indirect Costs including Depreciation and Interest	\$27,389	\$3,943	\$5,773	\$11,168	\$2,243	\$49,516
Total Allocated Indirect Depreciation Costs (From V)	\$171	\$34	\$86	\$14	\$16	\$451
Annual Implementation Cost Allocation (From A)						
\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$48,999	\$8,994	\$12,738	\$18,958	\$5,238	\$94,927
Profit (Insert Operating Ratio Below)	\$4,732	\$943	\$2,985	\$2,721	\$437	\$11,823
Total Operating Costs before Pass-Through Cost Allocation	\$49,831	\$9,937	\$12,863	\$20,679	\$5,675	\$118,193
Contractor Pass-Through Costs						
Interest Expense	\$1,018	\$221	\$136	\$638	\$314	\$2,737
Total Contractor Pass-Through Costs	\$1,018	\$221	\$136	\$638	\$314	\$2,737
TOTAL BASE CONTRACTOR'S COMPENSATION	\$18,922	\$18,238	\$12,661	\$25,021	\$5,789	\$100,628

SARMA COLLECTION AGREEMENT
B. City of San Carlos Approved Cost - Agency Facilities

Proposed Compensation

2021

Table 2: Service Level Adjustments

	2014	2015	2016	2017	2018	2019	2020	2021	Total	1
Agency Service Level Adjustments	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	14,000	1
Other Service Level Adjustments	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	9,600	1
Total Service Level Adjustments	2,950	2,950	2,950	2,950	2,950	2,950	2,950	2,950	23,600	2

Agency Facilities	Current Year Budget		Current Year Expenses		Current Year Schedule		Total Operating Costs		Agency Facilities	
	\$	%	\$	%	\$	%	\$	%	\$	%
Total Annual Cost of Operations	1,130,200		1,084,488		1,084,488		1,130,200		1,130,200	
Direct Labor Annual Cost	110,200		109,500		110,200		110,200		110,200	
Materials	100,000		95,000		100,000		100,000		100,000	
Contractor Fees	100,000		95,000		100,000		100,000		100,000	
Variable Costs	100,000		95,000		100,000		100,000		100,000	
Operating Costs	1,000,000		985,000		1,000,000		1,000,000		1,000,000	
Operating Expenses	100,000		95,000		100,000		100,000		100,000	
Operating Income	1,000,000		985,000		1,000,000		1,000,000		1,000,000	
Operating Loss	(100,000)		(100,000)		(100,000)		(100,000)		(100,000)	
Operating Profit	1,100,000		1,085,000		1,100,000		1,100,000		1,100,000	
Operating Loss	(100,000)		(100,000)		(100,000)		(100,000)		(100,000)	
Operating Profit	1,100,000		1,085,000		1,100,000		1,100,000		1,100,000	
Operating Loss	(100,000)		(100,000)		(100,000)		(100,000)		(100,000)	
Operating Profit	1,100,000		1,085,000		1,100,000		1,100,000		1,100,000	
Operating Loss	(100,000)		(100,000)		(100,000)		(100,000)		(100,000)	
Operating Profit	1,100,000		1,085,000		1,100,000		1,100,000		1,100,000	
Operating Loss	(100,000)		(100,000)		(100,000)		(100,000)		(100,000)	
Operating Profit	1,100,000		1,085,000		1,100,000		1,100,000		1,100,000	

SEWANA COLLECTION AGREEMENT
B. City of San Mateo, Alameda Contr - 5831

Proposed Compensation

2013

	Revenue Used for Year 2013 Cost Allocation Only						Total
	2010	2011	2012	2013	2014	2015	2013
City # of accounts	20,126	20,126	20,126	20,126	20,126	20,126	20,000
SEWANA # of accounts	16,030	16,031	16,032	16,032	16,032	16,032	16,000
City # of revenue %	79.6%	79.6%	79.6%	79.7%	79.7%	79.8%	79.9%
City Total Revenue (After Incentive)	9,823.47	8,129.64	6,986.41	6,986.41	6,986.41	6,986.41	30,800
SEWANA Total Revenue (After Incentive)	6,212.15	42,816.20	14,314.42	15,607.24	15,607.24	14,234	140,200
City Total Revenue (Before Incentive)	27.2%	18.9%	17.2%	17.2%	17.2%	16.9%	20.1%
City # of revenue (before incentive)	9,245.36	7,113.84	6,566.96	6,566.96	6,566.96	7,164.59	30,200
SEWANA # of revenue (before incentive)	42,816.20	14,314.42	14,314.42	14,314.42	14,314.42	15,607.24	140,200
City Total Customers in Service	20,342	20,427	20,423	20,423	20,423	20,423	48,100
SEWANA Total Customers in Service	16,030	16,031	16,032	16,032	16,032	16,032	16,000
City Total Customers in Service %	73.9%	73.9%	73.9%	73.9%	73.9%	73.9%	73.9%
SEWANA Total Customers in Service %	26.1%	26.1%	26.1%	26.1%	26.1%	26.1%	26.1%

Award Cost of Operations	Single Family Dwelling					
	Fixed Fees A	Targeted Variable B	Open Market (Including Inflation) C	Year-On-Cost Collection Items D	Single Family Dwelling Total E	
Dwelling Under Construction						
Margin for ERM	\$24,677	\$40,461	\$40,132	\$215,413	\$216,021	
Margin for CM/EA	\$20,179	\$29,902	\$29,642	\$124,427	\$125,000	
Fixed Fees	\$6,340	\$9,346	\$9,142	\$47,241	\$47,949	
Builder Compensation Incentive	\$5,234	\$8,138	\$8,087	\$41,491	\$41,526	
Total Dwelling Under Construction	\$1,202,024	\$886,027	\$879,491	\$3,991,808	\$3,259,448	
Other Award Costs						
Other Award Costs	\$46,109	\$61,808	\$61,112	\$11,746	\$212,159	
Depreciation - Customer Vehicles	\$126,421	\$167,809	\$167,809	\$17,491	\$221,600	
Depreciation - Customer	\$126,306	\$112,248	\$109,104	\$11,987	\$112,210	
Depreciation for Customer Equipment	\$126,306	\$68,231	\$68,837	\$6	\$68,843	
Other	\$6	\$175,502	\$164,903	\$13,983	\$175,441	
Adjusted Incentive Costs (including Depreciation and Incentive Fees %)						
Operations	\$203,300	\$199,000	\$199,431	\$118,806	\$1,120,362	
Vehicle Maintenance	\$29,611	\$71,601	\$64,601	\$3,840	\$226,714	
Customer Maintenance	\$140,126	\$181,236	\$172,644	\$12,342	\$420,344	
Total Awarded Incentive Costs (including Depreciation and Incentive Fees)	\$472,043	\$451,845	\$436,676	\$27,570	\$2,017,820	
Total Awarded Incentive (Cost (Incentive %))	\$472,043	\$451,845	\$436,676	\$27,570	\$1,914,411	
Award Implementation (Cost (Incentive Fees %))	\$6	\$6	\$6	\$6	\$6	
Total Awarded Cost of Operations	\$2,017,820	\$2,017,820	\$2,017,820	\$402,296	\$2,017,820	
Profit (Incentive Operating Ratio Incentive %)	\$271,306	\$115,502	\$116,406	\$46,420	\$464,008	
Total Proposed Costs before Pass-Through Cost Adjustments	\$2,289,126	\$2,102,318	\$2,134,226	\$811,716	\$2,112,828	
Contractor Pass-Through Costs						
Contractor Expense	\$68,100	\$42,100	\$68,100	\$2,470	\$111,600	
Total Contractor Pass-Through Costs	\$68,100	\$42,100	\$68,100	\$2,470	\$111,600	
TOTAL BASE CONTRACTOR COMPENSATION	\$2,357,226	\$2,144,418	\$2,202,326	\$814,186	\$2,224,428	

	Service Level Incentive (and for Incentive Service Level Cost Adjustments)					
	2010	2011	2012	2013	2014	2015
2010	20,126	20,126	20,126	20,126	20,126	20,126
2011	20,126	20,126	20,126	20,126	20,126	20,126
2012	20,126	20,126	20,126	20,126	20,126	20,126
Rolling Three-Year Average	20,288	20,288	20,288	20,288	20,288	20,288

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2023

B. City of San Mateo Allocated Costs - SED

Step 1: Index Based Adjustments				
FF CFS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
FY CFS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CFS-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
FF CFS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813
FY CFS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813
CFS-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
FF CFS-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
FY CFS-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CFS-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
FF CFS-U (2017 Listed as Example)	209,983	209,983	209,983	209,983
FY CFS-U (2017 Listed as Example)	209,983	209,983	209,983	209,983
CFS-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (Including Household Tires)	Two-On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CSAs	\$424,077	\$405,860	\$480,722	\$216,329	\$1,526,928
Bonuses for CSAs	\$186,759	\$216,342	\$228,642	\$128,327	\$1,020,060
Payroll Taxes	\$16,763	\$16,786	\$40,432	\$19,263	\$116,624
Workers' Compensation Insurance	\$28,734	\$42,330	\$24,603	\$15,803	\$111,469
Total Direct Labor-Related Costs	\$658,333	\$681,320	\$774,400	\$380,722	\$2,455,081
Direct Fuel Costs	\$88,329	\$81,908	\$61,352	\$10,980	\$242,569
Other Direct Costs	\$116,327	\$107,869	\$81,804	\$17,497	\$323,497
Depreciation - Collection Vehicles	\$175,836	\$112,248	\$99,968	\$10,980	\$399,132
Depreciation - Containers	\$77,524	\$79,234	\$66,850	\$0	\$223,608
Depreciation for Collection Equipment	\$169,559	\$175,387	\$144,986	\$16,517	\$506,449
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)					
General and Administrative	\$363,362	\$398,393	\$380,433	\$18,836	\$1,180,964
Operations	\$76,033	\$75,603	\$66,693	\$3,640	\$221,969
Vehicle Maintenance	\$149,178	\$140,676	\$123,649	\$7,542	\$421,044
Container Maintenance	\$54,617	\$56,705	\$72,429	\$2,707	\$206,458
Total Allocated Indirect Costs including Depreciation and Interest	\$643,190	\$671,377	\$643,205	\$34,725	\$2,030,435
Total Allocated Indirect Depreciation Costs (Form 9)	\$4,712	\$4,434	\$4,014	\$211	\$13,411
Annual Implementation Cost Apportionment (Form 9)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$2,396,546	\$2,458,074	\$2,772,277	\$440,209	\$4,067,036
Profit (Insert Operating Ratio below)	96.9%	\$21,508	\$21,765	\$18,660	\$63,938
Total Proposed Costs before Pass-Through Cost Allocation	\$2,418,054	\$2,479,582	\$2,790,937	\$458,869	\$4,130,974
Contractor Pass-Through Costs					
Interest Expense	\$46,039	\$42,961	\$40,087	\$2,475	\$131,562
Total Contractor Pass-Through Costs	\$46,039	\$42,961	\$40,087	\$2,475	\$131,562
TOTAL BASE CONTRACTOR'S COMPENSATION	\$2,464,093	\$2,522,543	\$2,831,024	\$461,344	\$4,262,536

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

B. City of San Mateo Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	20,120	20,120	20,120	
2015	20,306	20,306	20,306	
2016	20,438	20,438	20,438	
Prior Year Rolling Three-Year Average	20,288	20,288	20,288	
	Accounts	Accounts	Accounts	
2018	20,120	20,120	20,120	
2019	20,306	20,306	20,306	
2020	20,438	20,438	20,438	
Current Year Rolling Three-Year Average	20,288	20,288	20,288	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1

Single Family Dwelling	Actual Miles	Targeted Recyclable Materials	Target Materials (including Vehicle Tires)	Two On-Call Collection Trips	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor Related Costs					
Wages for CSAs	\$634,077	\$605,000	\$485,722	\$234,320	\$2,164,920
Benefits for CSAs	\$180,719	\$219,902	\$228,662	\$124,327	\$1,021,900
Payroll Taxes	\$68,563	\$10,986	\$40,412	\$19,263	\$176,624
Workers Compensation Insurance	\$28,718	\$43,060	\$14,002	\$10,002	\$152,960
Total Direct Labor Related Costs	\$1,110,077	\$978,950	\$768,806	\$397,912	\$3,516,404
Direct Fuel Costs	\$84,329	\$81,908	\$61,312	\$30,980	\$242,028
Other Direct Costs	\$116,323	\$117,809	\$81,804	\$17,097	\$425,400
Depreciation - Collection Vehicles	\$131,836	\$112,248	\$119,064	\$16,083	\$319,200
Depreciation - Containers	\$17,520	\$19,214	\$66,831	\$0	\$455,648
Depreciation for Collection Equipment	\$149,236	\$171,342	\$105,909	\$10,983	\$136,600
Tires	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From Y)					
General and Administrative	\$181,301	\$188,300	\$180,434	\$18,830	\$1,189,764
Overhead	\$78,053	\$71,605	\$64,099	\$1,841	\$220,194
Vehicle Maintenance	\$141,178	\$140,676	\$123,648	\$1,342	\$420,848
Outliner Maintenance	\$54,617	\$16,747	\$12,029	\$2,707	\$108,000
Total Allocated Indirect Costs including Depreciation and Interest	\$655,149	\$617,328	\$580,110	\$33,720	\$3,148,806
Total Allocated Indirect Depreciation Costs (From Y)	\$4,712	\$4,414	\$4,014	\$200	\$13,410
Annual Implementation Cost Assumptions (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,865,546	\$1,706,278	\$1,712,217	\$462,298	\$6,617,798
Profit (Insert Operating Ratio below)	96.5%	\$20,764	\$100,840	\$48,631	\$404,687
Total Proposed Costs before Pass-Through Cost Allocation	\$1,844,782	\$1,726,514	\$1,714,139	\$510,929	\$7,022,415
Contractor Pass-Through Costs					
Insurance Expense	\$46,439	\$42,000	\$40,087	\$2,471	\$111,000
Total Contractor Pass-Through Costs	\$46,439	\$42,000	\$40,087	\$2,471	\$334,000
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,891,221	\$1,768,514	\$1,754,226	\$513,400	\$7,356,415

SRMVA COLLECTION AGREEMENT
 B. City of San Mateo Allocated Costs - MFD & Commercial
 Proposed Compromise 2021

	Percent Total for Year 2021 Cost Allocation City										
	2020	2021	2021	2021	2021	2021	2021	2021	2021	2021	Total
City # of Accounts	10,312	10,312	10,312	10,312	10,312	10,312	10,312	10,312	10,312	10,312	5,848
City # of Accounts %	27.9%	27.9%	27.9%	27.9%	27.9%	27.9%	27.9%	27.9%	27.9%	27.9%	22,449
City Total From Labor Hours Year	12,419.51	12,419.51	12,419.51	12,419.51	12,419.51	12,419.51	12,419.51	12,419.51	12,419.51	12,419.51	22,288
SRMVA Total From Labor Hours Year	47,471.83	47,471.83	47,471.83	47,471.83	47,471.83	47,471.83	47,471.83	47,471.83	47,471.83	47,471.83	87,508
City Total From Labor Hours %	26.9%	26.9%	26.9%	26.9%	26.9%	26.9%	26.9%	26.9%	26.9%	26.9%	21,479
City # of Total Inventory	7,437.49	7,437.49	7,437.49	7,437.49	7,437.49	7,437.49	7,437.49	7,437.49	7,437.49	7,437.49	14,875
SRMVA # of Total Inventory	16,577.06	16,577.06	16,577.06	16,577.06	16,577.06	16,577.06	16,577.06	16,577.06	16,577.06	16,577.06	48,792
City # of Total Inventory %	30.9%	30.9%	30.9%	30.9%	30.9%	30.9%	30.9%	30.9%	30.9%	30.9%	24,779
City Total Customers in Service	4,841	4,841	4,841	4,841	4,841	4,841	4,841	4,841	4,841	4,841	24,629
SRMVA Total Customers in Service	17,214	17,214	17,214	17,214	17,214	17,214	17,214	17,214	17,214	17,214	58,453
City Total Customers in Service %	27.5%	27.5%	27.5%	27.5%	27.5%	27.5%	27.5%	27.5%	27.5%	27.5%	27,493

MFD & Commercial	Actual Cost of Operations	City and No. of Accounts	City and No. of Accounts	City and No. of Accounts	City and No. of Accounts	Total From the Month	Year (Yr) of Collection	MFD & Commercial Total
	Fixed Labor Allocated Costs	\$1,202,799	\$103,617	\$103,617	\$103,617	\$103,617	\$103,617	\$1,202,799
	Supplies for City	\$60,317	\$5,186	\$5,186	\$5,186	\$5,186	\$5,186	\$60,317
	Supplies for City	\$20,038	\$1,719	\$1,719	\$1,719	\$1,719	\$1,719	\$20,038
	Fixed Taxes	\$1,432	\$121	\$121	\$121	\$121	\$121	\$1,432
	Student Compensation Increase	\$21,072	\$1,798	\$1,798	\$1,798	\$1,798	\$1,798	\$21,072
	Total Fixed Labor Allocated Costs	\$1,707,258	\$143,441	\$143,441	\$143,441	\$143,441	\$143,441	\$1,707,258
	Other Fixed Costs	\$20,676	\$1,724	\$1,724	\$1,724	\$1,724	\$1,724	\$20,676
	Depreciation - Collection Vehicles	\$12,784	\$1,065	\$1,065	\$1,065	\$1,065	\$1,065	\$12,784
	Depreciation - Collection	\$12,784	\$1,065	\$1,065	\$1,065	\$1,065	\$1,065	\$12,784
	Depreciation for Collection Equipment	\$12,784	\$1,065	\$1,065	\$1,065	\$1,065	\$1,065	\$12,784
	Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Allocated Indirect Costs including Depreciation and Interest (Year 2)	\$219,240	\$18,270	\$18,270	\$18,270	\$18,270	\$18,270	\$219,240
	Operation	\$10,627	\$885	\$885	\$885	\$885	\$885	\$10,627
	Vehicle Maintenance	\$67,718	\$5,643	\$5,643	\$5,643	\$5,643	\$5,643	\$67,718
	Customer Maintenance	\$35,929	\$2,994	\$2,994	\$2,994	\$2,994	\$2,994	\$35,929
	Total allocated indirect costs including Depreciation and Interest	\$114,274	\$9,522	\$9,522	\$9,522	\$9,522	\$9,522	\$114,274
	Total Allocated Indirect Depreciation Costs (Year 2)	\$23,876	\$1,988	\$1,988	\$1,988	\$1,988	\$1,988	\$23,876
	Allocated Indirect Depreciation Costs (Year 1)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Allocated Cost of Operations	\$1,947,118	\$163,226	\$163,226	\$163,226	\$163,226	\$163,226	\$1,947,118
	Fixed (Direct Operating Ratio below)	\$1,947,118	\$163,226	\$163,226	\$163,226	\$163,226	\$163,226	\$1,947,118
	Total Proposed Fixed Below Pass-Through Cost Allocation	\$1,947,118	\$163,226	\$163,226	\$163,226	\$163,226	\$163,226	\$1,947,118
	Contractor Pass-Through Costs	\$15,481	\$1,289	\$1,289	\$1,289	\$1,289	\$1,289	\$15,481
	Total Contractor Pass-Through Costs	\$15,481	\$1,289	\$1,289	\$1,289	\$1,289	\$1,289	\$15,481
	TOTAL BASE CONTRACTOR'S COMPENSATIONS	\$15,481	\$1,289	\$1,289	\$1,289	\$1,289	\$1,289	\$15,481

Service Level Metrics used for Future Service Level Cost Adjustments

	2019	2020	2021	2021	2021	2021	2021
Ratio	100%	100%	100%	100%	100%	100%	100%
Ratio Three-Year Average	100%	100%	100%	100%	100%	100%	100%

SEWNA COLLECTION AGREEMENT
 B. City of San Mateo, Alameda County - NEED & Commercial

Proposed Compensation

2015

Step 1: Index Based Adjustments

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
FCI CFI 96 - Index (2017) (Based on Example)	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176
FCI CFI 96 - Index (2017) (Based on Example)	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176
FCI 96 - Index Adjustment	189,795	189,795	189,795	189,795	189,795	189,795	189,795	189,795	189,795	189,795	189,795	189,795
FCI CFI 96 - Index (2017) (Based on Example)	477,971	477,971	477,971	477,971	477,971	477,971	477,971	477,971	477,971	477,971	477,971	477,971
FCI CFI 96 - Index (2017) (Based on Example)	477,971	477,971	477,971	477,971	477,971	477,971	477,971	477,971	477,971	477,971	477,971	477,971
FCI 96 - Index Adjustment	189,795	189,795	189,795	189,795	189,795	189,795	189,795	189,795	189,795	189,795	189,795	189,795
FCI CFI 201 Index Paid (2017) (Based on Example)	209,232	209,232	209,232	209,232	209,232	209,232	209,232	209,232	209,232	209,232	209,232	209,232
FCI CFI 201 Index Paid (2017) (Based on Example)	209,232	209,232	209,232	209,232	209,232	209,232	209,232	209,232	209,232	209,232	209,232	209,232
FCI 201 Index Paid Adjustment	189,795	189,795	189,795	189,795	189,795	189,795	189,795	189,795	189,795	189,795	189,795	189,795
FCI CFI (2017) (Based on Example)	249,943	249,943	249,943	249,943	249,943	249,943	249,943	249,943	249,943	249,943	249,943	249,943
FCI CFI (2017) (Based on Example)	249,943	249,943	249,943	249,943	249,943	249,943	249,943	249,943	249,943	249,943	249,943	249,943
FCI Adjustment	189,795	189,795	189,795	189,795	189,795	189,795	189,795	189,795	189,795	189,795	189,795	189,795

Assumed Cost of Operations	NEED & Commercial		NEED & Commercial Total
	Cost per Day (Per Month) ^A	Cost per Day (Per Month) ^B	
Direct Labor Related Costs			
Payroll for CFI's	\$1,222,789	\$1,154,417	\$2,377,206
Benefits for CFI's	\$626,273	\$250,619	\$876,892
Payroll Taxes	\$110,004	\$44,467	\$154,471
Worker Compensation Insurance	\$62,282	\$20,833	\$83,115
Total Direct Labor Related Costs	\$2,021,348	\$1,470,336	\$3,491,684
Other Direct Costs			
Depreciation - Collection Vehicles	\$111,291	\$14,233	\$125,524
Depreciation - Collection	\$116,829	\$47,289	\$164,118
Depreciation - Collection	\$142,087	\$61,248	\$203,335
Depreciation - Collection	\$12,783	\$4,219	\$17,002
Depreciation for Collection Equipment	\$118,805	\$39,641	\$158,446
Other	\$0	\$0	\$0
Adjusted Indirect Costs including Depreciation and Interest (From 1)	\$239,249	\$290,776	\$530,025
Grand Total Adjustments	\$445,627	\$111,686	\$557,313
Vehicle Maintenance	\$40,208	\$16,250	\$56,458
Customer Incentives	\$38,028	\$15,215	\$53,243
Total Assumed Indirect Costs including Depreciation and Interest	\$463,334	\$149,281	\$612,615
Total Assumed Indirect Operations (Cost-Share 1)	\$2,179	\$1,288	\$3,467
Assumed Implementation Cost Assumptions (From 4)	\$0	\$0	\$0
Total Assumed Cost of Operations	\$2,023,647	\$1,491,624	\$3,515,271
Profit (Owner Operating Both Index)	\$319,427	\$243,949	\$563,376
Total Proposed Costs Before From Through Cost Adjustment	\$2,343,074	\$1,735,573	\$4,078,647
Contractor Fee- Through Costs	\$11,403	\$10,142	\$21,545
Owner's Option	\$25,846	\$10,843	\$36,689
Total Contractor Fee- Through Costs	\$37,249	\$20,985	\$58,234
TOTAL BASE CONTRACTOR'S COMPENSATION	\$356,178	\$234,958	\$591,136
Contractor Fee- Through Costs	\$37,249	\$20,985	\$58,234
Owner's Option	\$25,846	\$10,843	\$36,689
Total Contractor Fee- Through Costs	\$63,095	\$31,828	\$94,923
TOTAL BASE CONTRACTOR'S COMPENSATION	\$420,273	\$266,786	\$687,059

Step 2: Service Level Adjustment						
Year	2014	2015	2016	Current Year Budget Three-Year Average	2017	2018
LAB	261,376	272,939	268,775	264,375	274,313	269,875
LAB	33,826	38,654	42,861	38,447	39,472	38,242
LAB	1,336	1,221	1,201	1,239	1,213	1,213
Total Service Level Adjustment Three	296,028	312,814	312,846	312,846	314,996	310,330

Annual Cost of Operation	MFD & Commercial			
	E Cap and the Fund SMA	F Cap and the Reserve Funds	G Cap and the Capital Projects	H Cap and the Operating Budget
Direct Labor (Total Cost)	\$1,502,708	\$534,617	\$534,790	\$608,988
Wages for O&M	203,038	629,603	608,877	638,423
Benefit for O&M	56,877	179,333	168,987	183,128
Travel	60,038	188,267	192,373	193,688
Fringe Compensation	202,662	209,129	207,922	215,759
Total Labor (Including Benefits)	\$2,145,223	\$1,641,029	\$1,637,451	\$1,840,384
Material	209,280	229,230	229,042	213,988
Overhead	619,628	678,230	673,942	675,988
Cost of Material	\$1,374,130	\$1,536,482	\$1,536,034	\$1,529,964
Contractor - Other	\$2,145,223	\$1,641,029	\$1,637,451	\$1,840,384
Expenses - Contract	\$2,145,223	\$1,641,029	\$1,637,451	\$1,840,384
Expenses - Contract	\$2,145,223	\$1,641,029	\$1,637,451	\$1,840,384
Expenses for Equipment	\$2,145,223	\$1,641,029	\$1,637,451	\$1,840,384
Total	\$5,142,339	\$3,823,537	\$3,822,954	\$4,311,716
Cap and the Fund	\$1,502,708	\$0	\$0	\$0
Cap and the Reserve	\$0	\$0	\$0	\$0
Cap and the Capital	\$0	\$0	\$0	\$0
Cap and the Operating Budget	\$0	\$0	\$0	\$0
Annual Cost of Operation	\$1,502,708	\$0	\$0	\$0
Annual Cost of Operation	\$5,142,339	\$3,823,537	\$3,822,954	\$4,311,716
Annual Cost of Operation (Total)	\$5,142,339	\$3,823,537	\$3,822,954	\$4,311,716
Annual Cost of Operation	\$5,142,339	\$3,823,537	\$3,822,954	\$4,311,716
Annual Cost of Operation	\$5,142,339	\$3,823,537	\$3,822,954	\$4,311,716
Annual Cost of Operation	\$5,142,339	\$3,823,537	\$3,822,954	\$4,311,716
Annual Cost of Operation	\$5,142,339	\$3,823,537	\$3,822,954	\$4,311,716
Annual Cost of Operation	\$5,142,339	\$3,823,537	\$3,822,954	\$4,311,716
Annual Cost of Operation	\$5,142,339	\$3,823,537	\$3,822,954	\$4,311,716
Annual Cost of Operation	\$5,142,339	\$3,823,537	\$3,822,954	\$4,311,716

SEWMA COLLECTION AGREEMENT

Proposed Compensation

2011

B. City of San Mateo Advanced Count - Agency Facilities

	Revenue Used for Year 2011 Cost Allocation Only		Cost and the Agency's Expense		Agency's Expense as a Percentage of Revenue	Total
	2010	2011	2010	2011	2011	
City of S.M. per year	\$4,620	\$4,000	\$2,620	\$2,020	43.7%	\$2,620
SEWMA's 1/3rd per year (Revenue for Vendor's Costs)	\$24,207	\$6,344	\$4,020	\$4,020	63.3%	\$4,020
City of S.M. per year %	26.0%	20.1%	19.8%	19.8%	21.8%	\$2,620
City Total Revenue 1/3rd per year	\$10,717	\$4,814	\$6,640	\$6,040	100.0%	\$6,640
SEWMA's Total Revenue 1/3rd per year	\$4,700,59	\$24,160	\$930,56	\$10,160	2.1%	\$10,160
City Total Revenue 1/3rd per year	\$4,927,38	\$27,494	\$1,070,56	\$16,200	0.4%	\$16,200
City's % of total Revenue	2.9%	0.1%	15.9%	9.7%	1.0%	\$16,200
SEWMA's % of total Revenue	7.6%	0.1%	14.0%	63.5%	2.6%	\$10,160
City's % of Revenue	12%	7%	17%	27%	2.0%	\$2,620
SEWMA's % of Revenue	14%	2%	16%	52%	18.6%	\$4,020
City's % of Collection %	54%	19%	46%	17%	17%	\$2,620

Agency Facilities	Cost and the Total	Cost and the	Cost and the	Total	Agency's	Agency's
	Agency's Expense	Agency's Expense	Agency's Expense	Agency's Expense	Agency's Expense	Agency's Expense
Annual Cost of Operations						
Direct Labor Related Costs	\$24,448	\$2,301	\$4,538	\$8,349	\$2,301	\$2,301
Supplies for City	\$2,415	\$370	\$2,045	\$2,315	\$370	\$370
Supplies for County	\$2,415	\$370	\$2,045	\$2,315	\$370	\$370
Private Contractors	\$2,241	\$227	\$202	\$227	\$227	\$227
Total Annual Related Costs	\$24,519	\$2,328	\$4,746	\$8,842	\$2,328	\$2,328
Other Operational Costs	\$2,754	\$175	\$440	\$615	\$175	\$175
Depreciation - Collections Vehicles	\$16,240	\$960	\$922	\$1,882	\$960	\$960
Depreciation - Collection	\$8	\$8	\$8	\$8	\$8	\$8
Depreciation for collection of equipment	\$11,254	\$604	\$610	\$610	\$610	\$610
Lease	\$8	\$8	\$8	\$8	\$8	\$8
Total Annual Related Costs	\$35,579	\$3,374	\$6,726	\$14,137	\$3,374	\$3,374
Estimated Indirect Costs including Depreciation and Interest (from %)	\$16,290	\$920	\$670	\$1,590	\$920	\$920
Operating	\$16,290	\$920	\$670	\$1,590	\$920	\$920
Vehicle Maintenance	\$4,020	\$410	\$1,730	\$1,730	\$410	\$410
Capital Maintenance (using 5% for Agency's Cost)	\$4,020	\$410	\$1,730	\$1,730	\$410	\$410
Estimated Indirect Costs including Depreciation and Interest	\$8,245	\$570	\$670	\$1,340	\$570	\$570
Fixed Operational Related Depreciation (Cost from %)	\$8,245	\$570	\$670	\$1,340	\$570	\$570
Fixed Implementation (Cost from (from %))	\$8,245	\$570	\$670	\$1,340	\$570	\$570
Total Annual Cost of Operations	\$49,824	\$4,864	\$8,396	\$16,067	\$4,864	\$4,864
Profit (based on Operating Ratio Index)	\$49,824	\$4,864	\$8,396	\$16,067	\$4,864	\$4,864
90.1%	\$49,824	\$4,864	\$8,396	\$16,067	\$4,864	\$4,864
Total Operating Costs	\$49,824	\$4,864	\$8,396	\$16,067	\$4,864	\$4,864
Contractor Pass-Through Costs	\$2,620	\$2,620	\$2,620	\$2,620	\$2,620	\$2,620
Total Contractor Pass-Through Costs	\$2,620	\$2,620	\$2,620	\$2,620	\$2,620	\$2,620
TOTAL BASE CONTRACTOR'S COMPENSATION	\$18,824	\$18,824	\$18,824	\$18,824	\$18,824	\$18,824

Service Level Metrics Used for Bonus Structure (per Agreement)	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Service Level Average	99.8%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%
Budget Three-Year Average	99.8%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%

SAN MATEO COLLECTION AGREEMENT
 B. City of San Mateo Abstract Cost - Agency Facilities
 Proposed Compensations 2021

Step 1 - Labor Based Adjustments

FY 2021 96 Agency (2017) Land as Example	204,776	204,776	204,776	204,776	204,776	204,776	204,776	204,776	204,776	204,776
FY 2021 96 Agency (2017) Land as Example	204,776	204,776	204,776	204,776	204,776	204,776	204,776	204,776	204,776	204,776
FY 2021 96 Agency Adjustment	189,676	189,676	189,676	189,676	189,676	189,676	189,676	189,676	189,676	189,676
FY 2021 96 Adjusted (2017) Land as Example	477,413	477,413	477,413	477,413	477,413	477,413	477,413	477,413	477,413	477,413
FY 2021 96 Adjusted (2017) Land as Example	477,413	477,413	477,413	477,413	477,413	477,413	477,413	477,413	477,413	477,413
FY 2021 Adjusted Adjustment	189,676	189,676	189,676	189,676	189,676	189,676	189,676	189,676	189,676	189,676
FY 2021 10 Labor Based (2017) Land as Example	209,212	209,212	209,212	209,212	209,212	209,212	209,212	209,212	209,212	209,212
FY 2021 10 Labor Based (2017) Land as Example	209,212	209,212	209,212	209,212	209,212	209,212	209,212	209,212	209,212	209,212
FY 2021 10 Labor Based Adjustment	189,676	189,676	189,676	189,676	189,676	189,676	189,676	189,676	189,676	189,676
FY 2021 10 (2017) Land as Example	249,963	249,963	249,963	249,963	249,963	249,963	249,963	249,963	249,963	249,963
FY 2021 10 (2017) Land as Example	249,963	249,963	249,963	249,963	249,963	249,963	249,963	249,963	249,963	249,963
FY 2021 Adjustment	189,676	189,676	189,676	189,676	189,676	189,676	189,676	189,676	189,676	189,676

Agency Facilities	Cost and Fee Based		Cost and Fee Expense Method		Cost and Fee Knowledge Method		Total Hour Based Method		Expense and Travel		Agency Facilities Total
	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	
Adjusted Cost of Operations											
Diesel Motor Exhaust Costs	\$24,408	\$1,361	\$4,338	\$4,338	\$4,338	\$4,338	\$4,338	\$4,338	\$4,338	\$4,338	\$44,183
Repair for Oils	\$11,407	\$762	\$2,134	\$2,134	\$2,134	\$2,134	\$2,134	\$2,134	\$2,134	\$2,134	\$13,598
Fluids for Oils	\$2,208	\$127	\$118	\$118	\$118	\$118	\$118	\$118	\$118	\$118	\$5,299
Fluids for Tires	\$2,220	\$202	\$202	\$202	\$202	\$202	\$202	\$202	\$202	\$202	\$2,501
Fluids for Diesel Exhaust	\$94,726	\$2,673	\$6,298	\$6,298	\$6,298	\$6,298	\$6,298	\$6,298	\$6,298	\$6,298	\$46,239
Diesel Fuel Costs	\$2,796	\$776	\$446	\$446	\$446	\$446	\$446	\$446	\$446	\$446	\$4,466
Other Diesel Costs	\$4,236	\$333	\$923	\$923	\$923	\$923	\$923	\$923	\$923	\$923	\$8,889
Expenses - Customs Vehicle	\$11,286	\$694	\$1,282	\$1,282	\$1,282	\$1,282	\$1,282	\$1,282	\$1,282	\$1,282	\$18,262
Expenses - Customs	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6
Depreciation for Off-Highway Equipment	\$11,392	\$644	\$1,282	\$1,282	\$1,282	\$1,282	\$1,282	\$1,282	\$1,282	\$1,282	\$18,368
Lower	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6
Adjusted Vehicle Costs including Depreciation and Interest from the General and Administration (See Note for Agency Costs)	\$80,972	\$1,808	\$3,447	\$3,447	\$3,447	\$3,447	\$3,447	\$3,447	\$3,447	\$3,447	\$11,298
Expenses	\$3,234	\$124	\$978	\$978	\$978	\$978	\$978	\$978	\$978	\$978	\$4,276
Vehicle Maintenance	\$13,298	\$619	\$2,726	\$2,726	\$2,726	\$2,726	\$2,726	\$2,726	\$2,726	\$2,726	\$16,023
Customs Maintenance (See Note for Agency Costs)	\$4,626	\$275	\$739	\$739	\$739	\$739	\$739	\$739	\$739	\$739	\$5,365
Total Adjusted Vehicle Costs including Depreciation and Interest	\$18,158	\$1,024	\$6,912	\$6,912	\$6,912	\$6,912	\$6,912	\$6,912	\$6,912	\$6,912	\$46,754
Total Shared Support Expenses (Cost from FY Annual Implementation for Administration/Finance A)	\$29	\$21	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61
Total Annual Cost of Operations	\$148,279	\$4,236	\$19,298	\$19,298	\$19,298	\$19,298	\$19,298	\$19,298	\$19,298	\$19,298	\$188,888
Fixed Asset (Operating Basis Value)	\$14,979	\$796	\$2,698	\$2,698	\$2,698	\$2,698	\$2,698	\$2,698	\$2,698	\$2,698	\$14,286
66.5%											
Total Operating Costs Inher Pass Through Cost Allocation	\$113,801	\$7,403	\$15,463	\$15,463	\$15,463	\$15,463	\$15,463	\$15,463	\$15,463	\$15,463	\$294,114
Contractor Pass Through Costs											
Insurance Expense	\$2,438	\$247	\$433	\$433	\$433	\$433	\$433	\$433	\$433	\$433	\$4,299
Total Contractor Pass Through Costs	\$2,438	\$247	\$433	\$433	\$433	\$433	\$433	\$433	\$433	\$433	\$4,299
NETAL BASE CONTRACTORS COMPENSATION	\$18,020	\$749	\$1,838	\$1,838	\$1,838	\$1,838	\$1,838	\$1,838	\$1,838	\$1,838	\$18,229

SWM MA COLLECTION AGREEMENT
 B. City of San Mateo, Alameda Contr - Agency Facilities
 Proposed Compensation 2013

	Step 2 - Vehicle Fleet Adjustment					
	2014	2013	2012	2011	2010	2009
2014	1,287	1,287	1,287	1,287	1,287	1,287
2013	30,849	41,134	38,829	38,829	38,829	296
2012	45,487	32,086	33,633	33,633	33,633	247
2011	61,636	43,836	42,794	42,794	42,794	228
2010	80,641	4,889	12,777	12,777	12,777	219
2009	1,287	1,287	1,287	1,287	1,287	206
2014	61,848	41,134	38,829	38,829	38,829	246
2013	61,487	3,086	13,653	13,653	13,653	247
2012	61,636	4,836	12,794	12,794	12,794	228
2011	80,641	4,889	12,777	12,777	12,777	219
2010	100,646	100,646	100,646	100,646	100,646	100,646
2009	100,646	100,646	100,646	100,646	100,646	100,646
2008	100,646	100,646	100,646	100,646	100,646	100,646

Agency Facilities	Car and the Sold		Car and the		Car and the		Total		Agency Facilities
	Year	Year	Year	Year	Year	Year	Year	Year	
Agency Facilities									
Agency 1	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Agency 2	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Agency 3	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Agency 4	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
Agency 5	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Agency 6	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000
Agency 7	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000
Agency 8	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000
Agency 9	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000
Agency 10	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000

Agency Facilities	Car and the Sold		Car and the		Car and the		Total		Agency Facilities
	Year	Year	Year	Year	Year	Year	Year	Year	
Agency 1	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Agency 2	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Agency 3	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Agency 4	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
Agency 5	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Agency 6	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000
Agency 7	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000
Agency 8	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000
Agency 9	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000
Agency 10	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000

SRMMA COLLECTION AGREEMENT
 B. Example of San Mateo, South Fair Oaks, Alameda, Contra - STD
 Proposed Compensation 2023

	Previous Year for Year 2023 Cost Allocation Only					Total
	2018	2019	2020	2021	2022	
City # of accounts	2,618	2,614	2,602	2,602	2,602	13,038
SRMMA # of accounts	94,580	94,725	95,725	95,725	95,544	463,800
City # of parcels %	2.8%	2.8%	2.8%	2.8%	2.7%	2.8%
City Total Parcel Labor Hours Year	1,281.55	1,346.56	1,091.36	1,091.36	603.57	4,213.26
SRMMA Total Parcel Labor Hours Year	48,270.25	42,958.29	57,138.22	57,138.22	13,047.24	145,282.32
City Total Parcel Labor Hours %	2.8%	2.8%	2.8%	2.8%	2.7%	2.8%
City # of each hour type	1,279.38	1,272.78	1,091.03	1,091.03	603.57	4,887.88
SRMMA # of each hour type	42,867.85	38,968.04	54,449.26	54,449.26	12,922.28	129,222.33
City Total Customers in Service	2,095	2,027	2,040	2,040	2,029	9,538.00
SRMMA Total Customers in Service	96,436	96,234	97,542	97,542	95,544	463,800
City Total Customers in Service %	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
City Total Customers to Service	2,095	2,027	2,040	2,040	2,029	9,538.00
SRMMA Total Customers to Service	96,436	96,234	97,542	97,542	95,544	463,800
City Total Customers to Service %	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%

Annual Cost of Operations	Single Family Dwelling				
	2018	2019	2020	2021	2022
Direct Labor Related Costs	\$97,438	\$95,142	\$97,438	\$97,438	\$97,438
Supplies for City	\$9,718	\$9,536	\$9,718	\$9,718	\$9,718
Supplies for County	\$6,417	\$6,346	\$6,417	\$6,417	\$6,417
Fixed Taxes	\$1,031	\$1,013	\$1,031	\$1,031	\$1,031
Warranty Compensation Burden	\$1,031	\$1,013	\$1,031	\$1,031	\$1,031
Total Direct Labor Related Costs	\$116,635	\$114,158	\$116,635	\$116,635	\$116,635
Other Direct Costs	\$11,460	\$11,381	\$11,460	\$11,316	\$11,444
Other Indirect Costs	\$11,000	\$10,267	\$11,000	\$11,316	\$11,218
Depreciation - Collection Vehicle	\$17,108	\$16,986	\$17,108	\$17,108	\$16,798
Depreciation - Collection	\$8,234	\$8,121	\$8,234	\$8,234	\$8,187
Depreciation for Collection Equipment	\$12,286	\$12,156	\$12,286	\$12,111	\$12,216
Losses	\$0	\$0	\$0	\$0	\$0
Adjusted Indirect Costs including Depreciation and Losses (From %)	\$41,108	\$40,514	\$41,108	\$41,567	\$40,810
Grand Total of Adjustments	\$51,127	\$50,840	\$51,127	\$51,567	\$51,296
Operating	\$10,127	\$10,140	\$10,127	\$10,140	\$10,127
Variable Maintenance	\$10,124	\$10,111	\$10,124	\$10,111	\$10,124
Customer Maintenance	\$17,776	\$17,377	\$17,776	\$17,377	\$17,776
Total Annual and Indirect Costs including Depreciation and Losses	\$166,762	\$165,018	\$167,762	\$167,902	\$167,931
Total Adjusted Labor Depreciation (From %)	\$0	\$0	\$0	\$0	\$0
Adjusted Depreciation Cost Allocation (From %)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$166,762	\$165,018	\$167,762	\$167,902	\$167,931
Fixed (Insert Operating Burden below)	\$12,841	\$12,624	\$12,841	\$12,841	\$12,841
SRMMA %	\$179,603	\$177,642	\$180,603	\$180,743	\$180,772
Total Proposed Cash Salary Pass Through Cost Allocation	\$179,603	\$177,642	\$180,603	\$180,743	\$180,772
Franchise Pass Through Costs	\$4,129	\$4,024	\$4,129	\$4,129	\$4,129
Insert % from	\$4,129	\$4,024	\$4,129	\$4,129	\$4,129
Total Customer Pass Through Costs	\$183,732	\$181,666	\$184,732	\$184,872	\$184,901
TOTAL BAAE CONTRACTOR'S COMPENSATION	\$183,732	\$181,666	\$184,732	\$184,872	\$184,901

Annual Cost of Operations	Single Family Dwelling				
	2018	2019	2020	2021	2022
Direct Labor Related Costs	\$97,438	\$95,142	\$97,438	\$97,438	\$97,438
Supplies for City	\$9,718	\$9,536	\$9,718	\$9,718	\$9,718
Supplies for County	\$6,417	\$6,346	\$6,417	\$6,417	\$6,417
Fixed Taxes	\$1,031	\$1,013	\$1,031	\$1,031	\$1,031
Warranty Compensation Burden	\$1,031	\$1,013	\$1,031	\$1,031	\$1,031
Total Direct Labor Related Costs	\$116,635	\$114,158	\$116,635	\$116,635	\$116,635
Other Direct Costs	\$11,460	\$11,381	\$11,460	\$11,316	\$11,444
Other Indirect Costs	\$11,000	\$10,267	\$11,000	\$11,316	\$11,218
Depreciation - Collection Vehicle	\$17,108	\$16,986	\$17,108	\$17,108	\$16,798
Depreciation - Collection	\$8,234	\$8,121	\$8,234	\$8,234	\$8,187
Depreciation for Collection Equipment	\$12,286	\$12,156	\$12,286	\$12,111	\$12,216
Losses	\$0	\$0	\$0	\$0	\$0
Adjusted Indirect Costs including Depreciation and Losses (From %)	\$41,108	\$40,514	\$41,108	\$41,567	\$40,810
Grand Total of Adjustments	\$51,127	\$50,840	\$51,127	\$51,567	\$51,296
Operating	\$10,127	\$10,140	\$10,127	\$10,140	\$10,127
Variable Maintenance	\$10,124	\$10,111	\$10,124	\$10,111	\$10,124
Customer Maintenance	\$17,776	\$17,377	\$17,776	\$17,377	\$17,776
Total Annual and Indirect Costs including Depreciation and Losses	\$166,762	\$165,018	\$167,762	\$167,902	\$167,931
Total Adjusted Labor Depreciation (From %)	\$0	\$0	\$0	\$0	\$0
Adjusted Depreciation Cost Allocation (From %)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$166,762	\$165,018	\$167,762	\$167,902	\$167,931
Fixed (Insert Operating Burden below)	\$12,841	\$12,624	\$12,841	\$12,841	\$12,841
SRMMA %	\$179,603	\$177,642	\$180,603	\$180,743	\$180,772
Total Proposed Cash Salary Pass Through Cost Allocation	\$179,603	\$177,642	\$180,603	\$180,743	\$180,772
Franchise Pass Through Costs	\$4,129	\$4,024	\$4,129	\$4,129	\$4,129
Insert % from	\$4,129	\$4,024	\$4,129	\$4,129	\$4,129
Total Customer Pass Through Costs	\$183,732	\$181,666	\$184,732	\$184,872	\$184,901
TOTAL BAAE CONTRACTOR'S COMPENSATION	\$183,732	\$181,666	\$184,732	\$184,872	\$184,901

Annual	Single Family Dwelling				
	2018	2019	2020	2021	2022
Operating	2,618	2,614	2,602	2,602	2,602
SRMMA	94,580	94,725	95,725	95,725	95,544
Total	97,198	97,339	98,327	98,327	98,146
City	2,618	2,614	2,602	2,602	2,602
SRMMA	94,580	94,725	95,725	95,725	95,544
Total	97,198	97,339	98,327	98,327	98,146
City	2,618	2,614	2,602	2,602	2,602
SRMMA	94,580	94,725	95,725	95,725	95,544
Total	97,198	97,339	98,327	98,327	98,146

SBWMA COLLECTION AGREEMENT Proposed Compensation 2023
B. County of San Mateo, North Fair Oaks Allocated Costs - SFD

Step 3: Index Based Adjustments				
PY CPS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CY CPS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CPS-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813
CY CPS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813
CPS-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPS-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CY CPS-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CPS-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPS-C (2017 Listed as Example)	269,983	269,983	269,983	269,983
CY CPS-C (2017 Listed as Example)	269,983	269,983	269,983	269,983
CPS-C Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Total Wages	Target Allocable Materials	Depreciable Materials (Including Holiday Time)	Two-Or-Call Collection Fees	Single Family Dwelling Total	
	A	B	C	D		
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CMAs	\$495,638	\$495,342	\$79,639	\$26,234	\$1,096,853	
Bonuses for CMAs	\$49,738	\$48,369	\$75,721	\$15,086	\$1,493,025	
Payroll Taxes	\$8,357	\$8,348	\$8,333	\$2,549	\$21,968	
Workers Compensation Insurance	\$7,125	\$7,125	\$2,806	\$2,052	\$22,107	
Total Direct Labor Related Costs	\$178,658	\$164,209	\$126,505	\$45,921	\$358,343	
Direct Fuel Costs	\$13,460	\$13,879	\$9,979	\$1,334	\$38,644	
Other Direct Costs	\$13,692	\$14,267	\$13,365	\$2,134	\$48,798	
Depreciation - Collection Vehicles	\$17,094	\$19,009	\$18,253	\$1,289	\$55,496	
Depreciation - Containers	\$8,294	\$8,121	\$9,802	\$0	\$23,817	
Depreciation for Collection Equipment	\$25,999	\$27,139	\$25,503	\$4,239	\$79,273	
Lease	\$0	\$0	\$0	\$0	\$0	
Allocated Indirect Costs (including Depreciation and Interest) (From Y)						
General and Administrative	\$49,099	\$1,054	\$55,363	\$2,298	\$134,604	
Depreciation	\$19,227	\$12,865	\$19,523	\$668	\$33,382	
Vehicle Maintenance	\$29,334	\$29,823	\$29,331	\$899	\$64,384	
Container Maintenance	\$7,826	\$7,777	\$7,339	\$100	\$23,302	
Total Allocated Indirect Costs (including Depreciation and Interest)	\$104,486	\$51,729	\$111,526	\$3,365	\$277,084	
Total Allocated Indirect Depreciation Costs (From Y)	\$0	\$734	\$633	\$29	\$2,047	
Annual Implementation Cost Assumptions (From A)	\$0	\$0	\$0	\$0	\$0	
Total Annual Cost of Operations	\$395,642	\$319,266	\$352,269	\$56,586	\$955,198	
Profit (Insert Operating Ratio below)	98.5%	\$32,860	\$38,524	\$27,533	\$8,930	\$99,849
Total Proposed Costs before Pass-Through Cost Allocation	\$428,502	\$352,086	\$379,802	\$84,121	\$1,055,047	
Contractor Pass-Through Costs						
Interest Expense	\$4,729	\$4,554	\$4,236	\$302	\$19,442	
Total Contractor Pass-Through Costs	\$4,729	\$4,554	\$4,236	\$302	\$19,442	
TOTAL BASE CONTRACTOR'S COMPENSATION	\$433,231	\$356,640	\$384,038	\$84,423	\$1,074,489	

SMMMA COLLECTION AGREEMENT Proposed Compensation 2021
D. County of San Mateo, North Fair Oaks Allocated Costs - SFID

Step 2: Service Level Adjustments			
	Accounts	Accounts	Accounts
2018	2,626	2,626	2,626
2019	2,622	2,622	2,622
2020	2,618	2,618	2,618
Prior Year Rolling Three-Year Average	2,622	2,622	2,622
	Accounts	Accounts	Accounts
2019	2,626	2,626	2,626
2020	2,622	2,622	2,622
2021	2,618	2,618	2,618
Current Year Rolling Three-Year Average	2,622	2,622	2,622
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%

Single Family Dwelling	Full Year	Target Receivable	Organic Materials (including Holiday Time)	Two On-Call Collection Trucks	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor Related Costs					
Wages for CMA	\$107,638	\$106,342	\$75,879	\$28,234	\$112,113
Benefits for CMA	\$49,738	\$49,380	\$35,724	\$13,186	\$49,628
Payroll Taxes	\$9,917	\$9,349	\$6,313	\$2,349	\$12,968
Workers Compensation Insurance	\$2,621	\$2,621	\$1,626	\$602	\$3,222
Total Direct Labor Related Costs	\$170,014	\$168,291	\$120,541	\$44,781	\$188,931
Direct Fuel Costs	\$11,400	\$13,871	\$6,979	\$1,334	\$23,684
Other Direct Costs	\$12,092	\$18,267	\$13,301	\$2,134	\$46,794
Depreciation - Collection Vehicles	\$17,334	\$19,009	\$16,313	\$1,230	\$35,886
Depreciation - Containers	\$8,294	\$8,120	\$9,402	\$0	\$25,817
Depreciation for Collection Equipment	\$25,399	\$25,136	\$25,513	\$1,230	\$77,278
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From %)					
General and Administrative	\$45,000	\$11,034	\$11,301	\$2,296	\$70,631
Operations	\$10,127	\$13,401	\$19,523	\$468	\$33,519
Vehicle Maintenance	\$19,134	\$21,823	\$20,313	\$895	\$64,165
Container Maintenance	\$7,836	\$7,977	\$7,819	\$164	\$23,892
Total Allocated Indirect Costs including Depreciation and Interest	\$80,107	\$53,235	\$59,556	\$3,763	\$196,804
Total Allocated Indirect Depreciation Costs (From %)	\$13	\$734	\$13	\$29	\$2,047
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$323,242	\$305,808	\$242,289	\$56,908	\$391,286
Profit (Insert Operating Ratio below)	\$12,861	\$10,024	\$27,533	\$5,931	\$56,349
Total Proposed Costs before Pass-Through Cost Allocation	\$340,901	\$315,832	\$269,822	\$62,839	\$447,635
Contractor Pass-Through Costs					
Interest Expense	\$6,229	\$6,654	\$6,219	\$302	\$19,404
Total Contractor Pass-Through Costs	\$6,229	\$6,654	\$6,219	\$302	\$19,404
TOTAL BASE CONTRACTOR'S COMPENSATION	\$347,130	\$322,486	\$276,041	\$63,141	\$467,039

SRMVA COLLECTION AGREEMENT
 Proposed Compensation
 2022
 B. County of San Mateo, North Fair Oaks, Alameda, Contra Costa, MFD & Commercial
 Services User for Year 2022 Cost Allocation Data

Category	2018	2019	2020	2021	2022	Total
City # of Accounts	407	416	416	50	0	889
SRMVA # Accounts	10,102	10,270	10,270	1,702	0	22,344
City # of Accounts %	4.2%	4.0%	4.0%	2.9%	0%	4.7%
City Total Budget Labor Hours Year	2,007,177	779,360	380,427	6,506,615	6,507,311	13,680,790
SRMVA Total Budget Labor Hours Year	47,973,815	21,111,492	6,756,615	6,996,696	6,996,696	67,835,319
City Total Budget Labor Hours Year %	4.2%	3.6%	5.6%	9.4%	9.7%	8.7%
City # of paid hours/year	1,210,010	762,217	386,348	6,006,066	6,006,066	12,686,807
SRMVA # of paid hours/year	11,307,008	21,201,112	6,400,066	7,276,776	7,276,776	63,462,734
City # of paid hours/year %	10%	3.6%	6.0%	8.3%	8.3%	7.7%
City Total Cost in Service	702	612	612	60	0	1,386
SRMVA Total Cost in Service	17,238	14,769	14,769	2,097	0	34,873
City Total Cost in Service %	4.2%	4.1%	4.1%	2.9%	0%	4.7%

Annual Cost of Operations	City and for Total	City and for SRMVA Accounts	City and for SRMVA Accounts (including Monthly Total)	Total (City and for SRMVA Accounts)	Total (City and for SRMVA Accounts)	Total (City and for SRMVA Accounts)
Direct Labor Related Costs	\$211,106	\$27,042	\$27,042	\$238,148	\$238,148	\$238,148
Wages for OTRs	\$10,100	\$5,640	\$5,640	\$15,740	\$15,740	\$15,740
Benefits for OTRs	\$17,750	\$4,800	\$4,800	\$22,550	\$22,550	\$22,550
Payroll Taxes	\$12,000	\$2,820	\$2,820	\$14,820	\$14,820	\$14,820
Workers' Compensation Insurance	\$107,420	\$9,240	\$9,240	\$116,660	\$116,660	\$116,660
Total Direct Labor Related Costs	\$149,276	\$17,500	\$17,500	\$166,776	\$166,776	\$166,776
Other Paid Costs	\$18,764	\$6,000	\$6,000	\$24,764	\$24,764	\$24,764
Depreciation - Customer Vehicles	\$23,706	\$6,000	\$6,000	\$29,706	\$29,706	\$29,706
Depreciation - Computers	\$1,120	\$4,000	\$4,000	\$5,120	\$5,120	\$5,120
Depreciation for Customer Equipment	\$28,238	\$12,000	\$12,000	\$40,238	\$40,238	\$40,238
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Advanced Labor Costs on Vehicle Depreciation and Leases (From 9)	\$42,763	\$44,275	\$44,275	\$87,038	\$87,038	\$87,038
Overhead and Administration	\$7,607	\$1,976	\$1,976	\$9,583	\$9,583	\$9,583
Utilities	\$14,475	\$11,400	\$11,400	\$25,875	\$25,875	\$25,875
Customer Maintenance	\$2,726	\$2,222	\$2,222	\$4,948	\$4,948	\$4,948
Total Advanced Labor Costs including Depreciation and Leases	\$101,041	\$66,897	\$66,897	\$167,938	\$167,938	\$167,938
Total Advanced Labor Depreciation Costs (From 9)	\$487	\$1,617	\$1,617	\$2,104	\$2,104	\$2,104
Total Advanced Labor Depreciation Costs (From 9)	\$0	\$0	\$0	\$0	\$0	\$0
Special Supplemental Cost Allocation (From 4)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$209,806	\$126,792	\$126,792	\$336,598	\$336,598	\$336,598
Pro-rate (over Operating Month below)	\$6,154	\$3,834	\$3,834	\$10,000	\$10,000	\$10,000
Total Program Cost Labor Pass-Through Cost Allocation	\$215,960	\$130,626	\$130,626	\$346,598	\$346,598	\$346,598
Contractor Pass-Through Costs	\$0	\$0	\$0	\$0	\$0	\$0
Contractor Pass-Through Costs	\$0	\$0	\$0	\$0	\$0	\$0
Total Contractor Pass-Through Costs	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL BASE CONTRACTOR'S COMPENSATION	\$215,960	\$130,626	\$130,626	\$346,598	\$346,598	\$346,598

Service Level Indicators Used for Labor Service User Cost Allocation	2018	2019	2020	2021	2022	Total
2018	42,908	27,936	27,936	1,780	0	73,650
2019	44,262	40,188	40,188	5,100	0	89,558
2020	40,779	41,028	41,028	4,358	0	87,195
Rolling Three Year Average	42,647	39,384	39,384	3,713	0	85,744

SWMNA COLLECTION AGREEMENT
 Proposed Compensation
 B. County of San Mateo, North Fair Oaks, Absorbed Com. - MFD & Commercial
 2023

Table 1 - Sales Based Adjustments						
	2021 (\$)	2022 (\$)	2023 (\$)	2024 (\$)	2025 (\$)	2026 (\$)
PT CTS-20 Budget (2021) (based on Example)	204,176	204,176	204,176	204,176	204,176	204,176
CT CTS-20 Budget (2021) (based on Example)	204,176	204,176	204,176	204,176	204,176	204,176
CT-5 to 10 year Adjustment	100,000	100,000	100,000	100,000	100,000	100,000
PT CTS-50 Budget (2021) (based on Example)	477,815	477,815	477,815	477,815	477,815	477,815
CT CTS-50 Budget (2021) (based on Example)	477,815	477,815	477,815	477,815	477,815	477,815
CTS-50 Budget Adjustment	100,000	100,000	100,000	100,000	100,000	100,000
PT CTS-11 Budget Fund (2021) (based on Example)	209,212	209,212	209,212	209,212	209,212	209,212
CT CTS-11 Budget Fund (2021) (based on Example)	209,212	209,212	209,212	209,212	209,212	209,212
CTS-11 Budget Fund Adjustment	100,000	100,000	100,000	100,000	100,000	100,000
PT CTS-5 (2021) (based on Example)	209,983	209,983	209,983	209,983	209,983	209,983
CT CTS-5 (2021) (based on Example)	209,983	209,983	209,983	209,983	209,983	209,983
CTS-5 Adjustment	100,000	100,000	100,000	100,000	100,000	100,000

MFD & Commercial	Annual Cost of Operations	Cost of the Budget	Cost of the Proposed Measure	Cost of the Proposed Measure (Using Base)	Year Long Base Measure (at Proposed)	Total Cost at Proposed	MFD & Commercial Total
		(\$)	(\$)	(\$)	(\$)	(\$)	
	Annual Cost of Operations						
	Budget Labor Through Costs	\$211,200	\$17,000	\$23,000	\$23,000	\$44,111	\$795,200
	Supplies for Office	\$618,450	\$6,300	\$6,300	\$6,300	\$12,250	\$1,836,200
	Travel Time	\$17,700	\$1,800	\$1,700	\$1,700	\$3,300	\$53,400
	Student Transportation Expense	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$12,100
	Third Street Labor Through Costs	\$107,620	\$0	\$0	\$0	\$0	\$480,370
	Direct Fuel Costs						
	Other Direct Costs	\$18,150	\$6,000	\$2,912	\$2,912	\$5,611	\$28,100
	Depreciation - Customer Vehicles	\$21,700	\$9,620	\$2,311	\$2,311	\$4,603	\$30,000
	Depreciation - Computers	\$23,000	\$9,620	\$2,311	\$2,311	\$4,611	\$41,750
	Depreciation - Cellphones	\$1,215	\$1,543	\$2,491	\$2,491	\$2,491	\$13,750
	Expenses for Cellular Equipment	\$28,220	\$12,815	\$2,860	\$2,860	\$5,691	\$43,250
	Line	\$0	\$0	\$0	\$0	\$0	\$0
	Absorbed Indirect Costs including Depreciation and Travel (From 1)	\$42,713	\$44,270	\$14,270	\$14,270	\$44,270	\$122,201
	Original Cost of Administration	\$2,417	\$2,700	\$2,700	\$2,700	\$2,700	\$30,000
	Vehicle Maintenance	\$14,170	\$11,400	\$14,607	\$14,607	\$14,607	\$40,000
	Customer Statements	\$1,750	\$4,750	\$4,750	\$4,750	\$4,750	\$13,250
	Third Absorbed Indirect Costs including Depreciation and Travel	\$72,048	\$86,880	\$39,964	\$39,964	\$1,649	\$190,250
	Third Absorbed Indirect Depreciation Costs (From 1)	\$607	\$307	\$304	\$304	\$304	\$1,250
	Absorbed Indirect Cost Administration (From 1)	\$0	\$0	\$0	\$0	\$0	\$0
	Total Annual Cost of Operations	\$649,686	\$690,911	\$400,848	\$400,848	\$400,848	\$779,600
	Funds (Insert Operating Ratio below)	\$91,400	\$91,400	\$91,412	\$91,412	\$91,412	\$91,400
	Total Proposed Cash Sales Pass Through Cost Absorption	\$558,286	\$599,511	\$309,436	\$309,436	\$309,436	\$688,200
	Contractor Pass Through Costs	\$0	\$0	\$0	\$0	\$0	\$0
	Street System	\$0	\$0	\$0	\$0	\$0	\$0
	Total Contractor Pass Through Costs	\$0	\$0	\$0	\$0	\$0	\$0
	TOTAL BASE CONTRACTOR'S COMPENSATION	\$558,286	\$599,511	\$309,436	\$309,436	\$309,436	\$688,200

MWMA COLLECTION AGREEMENT Proposed Compensation 2022
D. County of San Mateo, North Fair Oaks Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments					
	2014	2015	2016	2017	2018
2014	42,800	37,836	3,260		0
2015	44,382	40,190	3,179		0
2016	43,719	41,328	4,368		0
Prior Year Rolling Three-Year Average	43,634	39,858	3,896		0
2014	42,800	37,836	3,260		0
2015	44,382	40,190	3,179		0
2016	43,719	41,328	4,368		0
Current Year Rolling Three-Year Average	43,634	39,858	3,896		0
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%		100.0%
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%		100.0%

MFD & Commercial	Cost and the Solid Waste	Cost and the Recyclable Materials	Cost and the Organic Materials (including Holiday Taxes)	Total Disposal Services (All Materials)	Door-to-Door Collection Fees	MFD & Commercial Total
	A	B	C	D	E	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for Crews	\$211,100	\$17,600	\$20,900	\$0	\$4,311	\$253,911
Benefits for Crews	\$101,610	\$25,800	\$6,300	\$0	\$2,218	\$135,928
Payroll Taxes	\$17,700	\$4,800	\$1,700	\$0	\$379	\$24,579
Workers Compensation Insurance	\$17,100	\$3,100	\$1,000	\$0	\$204	\$21,404
Total Direct Labor Related Costs	\$347,510	\$51,300	\$29,900	\$0	\$7,112	\$436,822
Direct Fuel Costs	\$16,740	\$6,000	\$2,911	\$0	\$491	\$26,142
Other Direct Costs	\$23,700	\$9,074	\$2,111	\$0	\$601	\$35,486
Depreciation - Collection Vehicles	\$23,090	\$9,020	\$1,190	\$0	\$671	\$33,971
Depreciation - Containers	\$5,125	\$1,011	\$2,495	\$0	\$108	\$8,739
Depreciation for Collection Equipment	\$28,220	\$12,033	\$7,480	\$0	\$789	\$48,522
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Interest) (From F)						
General and Administrative	\$42,711	\$44,270	\$44,274	\$0	\$941	\$132,206
Operations	\$7,417	\$3,076	\$7,376	\$0	\$914	\$21,873
Vehicle Maintenance	\$14,175	\$11,400	\$14,097	\$0	\$368	\$40,040
Container Maintenance	\$1,700	\$4,700	\$4,914	\$0	\$136	\$11,550
Total Allocated Indirect Costs (including Depreciation and Interest)	\$76,003	\$63,446	\$66,661	\$0	\$1,459	\$147,569
Total Allocated Indirect Depreciation Costs (From F)	\$407	\$967	\$984	\$0	\$12	\$1,358
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$496,850	\$166,913	\$166,955	\$0	\$16,769	\$781,487
Profit (Insert Operating Ratio Below)	90.5%	\$16,026	\$16,122	\$0	\$1,440	\$33,608
Total Proposed Costs Before Pass-Through Cost Allocation	\$142,419	\$296,510	\$117,077	\$0	\$11,660	\$567,666
Contractor Pass-Through Costs						
Interest Expense	\$1,047	\$1,318	\$2,401	\$0	\$309	\$5,075
Total Contractor Pass-Through Costs	\$5,862	\$3,828	\$2,401	\$0	\$382	\$12,473
TOTAL BASE CONTRACTOR'S COMPENSATION	\$153,467	\$303,166	\$121,879	\$0	\$12,442	\$582,782

SRMMA COLLECTION AGREEMENT Proposed Compensation 2013

B. County of San Mateo, North Fair Oaks, Alameda County, Agency Facilities

Table with 7 columns: Agency Name, Agency Fee per Year, Agency Fee per Year (Adjusted for Vehicle/Trailer), Agency Fee per Year (Adjusted for Vehicle/Trailer) as % of Revenue, Agency Fee per Year (Adjusted for Vehicle/Trailer) as % of Revenue per Agency, Agency Fee per Year (Adjusted for Vehicle/Trailer) as % of Revenue per Agency, Agency Fee per Year (Adjusted for Vehicle/Trailer) as % of Revenue per Agency. Includes rows for Agency A, Agency B, Agency C, Agency D, Agency E, Agency F, Agency G, Agency H, Agency I, Agency J.

Main table with 7 columns: Agency Name, Contract and Fee Schedule, Contract and Fee Schedule, Contract and Fee Schedule, Total Agency Fee (Contract Fee + Agency Fee), Total Agency Fee (Contract Fee + Agency Fee), Total Agency Fee (Contract Fee + Agency Fee). Includes sections for Agency Facilities, Agency Fee per Year, Agency Fee per Year (Adjusted for Vehicle/Trailer), Agency Fee per Year (Adjusted for Vehicle/Trailer) as % of Revenue, Agency Fee per Year (Adjusted for Vehicle/Trailer) as % of Revenue per Agency, Agency Fee per Year (Adjusted for Vehicle/Trailer) as % of Revenue per Agency.

Summary table for Agency Fee per Year (Adjusted for Vehicle/Trailer) with columns for Agency Name, Agency Fee per Year (Adjusted for Vehicle/Trailer), Agency Fee per Year (Adjusted for Vehicle/Trailer) as % of Revenue, Agency Fee per Year (Adjusted for Vehicle/Trailer) as % of Revenue per Agency, Agency Fee per Year (Adjusted for Vehicle/Trailer) as % of Revenue per Agency. Includes rows for Agency A, Agency B, Agency C, Agency D, Agency E, Agency F, Agency G, Agency H, Agency I, Agency J.

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021
D. County of San Mateo, North Fair Oaks Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PY CPS-W Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CT CPS-W Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CPS-W Wages Adjustment	188.0%	188.0%	188.0%	188.0%	188.0%
PY CPS-W Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CT CPS-W Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CPS-W Medical Adjustment	188.0%	188.0%	188.0%	188.0%	188.0%
PY CPS-U Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CT CPS-U Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CPS-U Motor Fuel Adjustment	188.0%	188.0%	188.0%	188.0%	188.0%
PY CPS-U (2017 Listed as Example)	249,983	249,983	249,983	249,983	249,983
CT CPS-U (2017 Listed as Example)	249,983	249,983	249,983	249,983	249,983
CPS-U Adjustment	188.0%	188.0%	188.0%	188.0%	188.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Dry Box Services (All Materials)	Valves and Traps	Agency Facilities Total
	B	G	F	D	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CSAs	\$1,807	\$0	\$0	\$0	\$196	\$2,003
Benefits for CSAs	\$445	\$0	\$0	\$112	\$0	\$557
Payroll Taxes	\$150	\$2	\$7	\$6	\$17	\$222
Workers' Compensation Insurance	\$122	\$1	\$0	\$28	\$1	\$152
Total Direct Labor-Related Costs	\$2,524	\$3	\$7	\$146	\$214	\$3,114
Direct Fuel Costs	\$228	\$2	\$11	\$84	\$21	\$346
Other Direct Costs	\$411	\$4	\$20	\$119	\$49	\$603
Depreciation - Collection Vehicles	\$926	\$9	\$43	\$342	\$82	\$1,402
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$926	\$0	\$43	\$342	\$82	\$1,402
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From F)						
General and Administrative (using 10% for Agency Costs)	\$1,263	\$14	\$63	\$368	\$95	\$1,803
Operations	\$414	\$4	\$20	\$109	\$44	\$591
Vehicle Maintenance	\$829	\$8	\$39	\$206	\$83	\$1,205
Container Maintenance (using 10% for Agency Costs)	\$176	\$2	\$9	\$72	\$27	\$286
Total Allocated Indirect Costs including Depreciation and Interest	\$2,662	\$28	\$131	\$755	\$250	\$3,826
Total Allocated Indirect Depreciation Costs (From F)	\$0	\$0	\$1	\$11	\$3	\$15
Annual Supplemental Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$7,247	\$74	\$346	\$1,724	\$1,244	\$11,635
Profit (Insert Operating Ratio below)	\$773	\$8	\$36	\$286	\$111	\$1,214
Total Operating Costs before Pass-Through Cost Allocation	\$8,020	\$82	\$382	\$2,010	\$1,355	\$12,849
Contractor Pass-Through Costs						
Interest Expense	\$196	\$2	\$9	\$73	\$17	\$297
Total Contractor Pass-Through Costs	\$208	\$2	\$22	\$123	\$12	\$375
TOTAL BASE CONTRACTOR'S COMPENSATION	\$8,228	\$84	\$404	\$2,133	\$1,467	\$13,224

SRMMA COLLECTION AGREEMENT
 Proposed Compensation 2013
 D. Capex of San Mateo, North Fair Oaks, Alameda Cash - Agency Facilities

	Step 2: Service Level Agreements					
	2014	2015	2016	2017	2018	2019
2014	1,676	1,676	1,676	1,676	1,676	1,676
2015	2,276	2,276	2,276	2,276	2,276	2,276
2016	2,276	2,276	2,276	2,276	2,276	2,276
2017	2,276	2,276	2,276	2,276	2,276	2,276
2018	2,276	2,276	2,276	2,276	2,276	2,276
2019	2,276	2,276	2,276	2,276	2,276	2,276
Five Year Rolling Three Year Average	2,276	2,276	2,276	2,276	2,276	2,276
Current Year Rolling Three Year Average	2,276	2,276	2,276	2,276	2,276	2,276
2013 Service Level Agreement Factor	100%	100%	100%	100%	100%	100%
2014 Service Level Agreement Factor	100%	100%	100%	100%	100%	100%

Agency Facilities	Cap and Op Budget		Cap and Op Budget		Cap and Op Budget		Total Capex		Total Opex		Agency Facilities Total
	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	
Assumed Cost of Operations											
Direct Labor Related Costs	\$1,400	\$1,400	\$14	\$14	\$64	\$64	\$648	\$648	\$190	\$190	\$2,276
Supplies for O&M	\$440	\$440	\$4	\$4	\$19	\$19	\$192	\$192	\$55	\$55	\$1,296
Benefits for O&M	\$170	\$170	\$2	\$2	\$7	\$7	\$70	\$70	\$17	\$17	\$311
Travel Costs	\$120	\$120	\$1	\$1	\$5	\$5	\$50	\$50	\$12	\$12	\$128
Indirect Expenses/Overhead	\$270	\$270	\$3	\$3	\$13	\$13	\$130	\$130	\$33	\$33	\$409
Total Direct Labor Related Costs	\$2,400	\$2,400	\$23	\$23	\$108	\$108	\$1,100	\$1,100	\$307	\$307	\$3,513
Other Direct Costs	\$410	\$410	\$4	\$4	\$20	\$20	\$200	\$200	\$50	\$50	\$642
Depreciation - Collection Vehicles	\$700	\$700	\$7	\$7	\$35	\$35	\$350	\$350	\$87	\$87	\$1,400
Depreciation - Collection	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$970	\$970	\$9	\$9	\$45	\$45	\$450	\$450	\$112	\$112	\$1,400
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Assumed Indirect Costs Including Depreciation and Through Costs to Client and Administration (Cost Allow for Agency Costs)	\$1,260	\$1,260	\$13	\$13	\$63	\$63	\$630	\$630	\$158	\$158	\$2,109
Overhead	\$420	\$420	\$4	\$4	\$21	\$21	\$210	\$210	\$52	\$52	\$603
Vehicle Maintenance	\$470	\$470	\$5	\$5	\$25	\$25	\$250	\$250	\$63	\$63	\$1,186
Customer Expenses (Costs for Agency Costs)	\$370	\$370	\$4	\$4	\$17	\$17	\$170	\$170	\$43	\$43	\$549
Total Assumed Indirect Costs including Depreciation and Interest	\$2,020	\$2,020	\$20	\$20	\$103	\$103	\$1,010	\$1,010	\$253	\$253	\$2,486
Assumed Implementation Cost Amortization (From A)	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300
Assumed Implementation Cost Amortization (From B)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Assumed Cost of Operations	\$2,260	\$2,260	\$23	\$23	\$108	\$108	\$1,070	\$1,070	\$260	\$260	\$3,190
Profit (Assess Operating Results)	\$715	\$715	\$4	\$4	\$24	\$24	\$240	\$240	\$60	\$60	\$1,204
Total Operating Costs before Pass Through Cost Allocation	\$2,260	\$2,260	\$27	\$27	\$132	\$132	\$1,290	\$1,290	\$320	\$320	\$3,194
Contractor Pass Through Costs	\$190	\$190	\$2	\$2	\$9	\$9	\$90	\$90	\$22	\$22	\$297
Travel Contractor Pass Through Costs	\$225	\$225	\$2	\$2	\$10	\$10	\$100	\$100	\$25	\$25	\$302
TOTAL PASS THROUGH COMPENSATION	\$415	\$415	\$4	\$4	\$19	\$19	\$190	\$190	\$47	\$47	\$499

SRWMA COLLECTION AGREEMENT Proposed Compensation 2023

D. West Bay Sanitary District Allocated Costs - STD

Statistics Used for Year 2023 Cost Allocation Only					Total
City # of accounts	2,213	2,214	2,204	2,157	2,215
SRWMA # of accounts	94,580	94,172	90,723	29,304	94,580
City # of accounts %	2.4%	2.4%	2.4%	2.4%	2.4%
City Total Route Labor hours year	1,112.34	1,157.13	1,064.89	246.34	5,580
SRWMA Total Route Labor hours year	46,252.55	42,836.29	39,134.12	13,045.24	140,248
City Total Route Labor hours year %	2.4%	2.7%	2.7%	2.8%	2.3%
City # of route hours/year	973.26	1,044.44	973.02	246.34	4,228
SRWMA # of route hours/year	42,847.89	38,780.04	34,949.16	13,045.24	128,222
City Total Route Labor hours year %	2.3%	2.7%	2.8%	2.8%	2.3%
City Total Containers in Service	2,237	2,204	2,568	337	7,826
SRWMA Total Containers in Service	96,806	96,284	91,943	29,304	102,535
City Total Containers in Service %	2.2%	2.4%	2.4%	2.4%	2.4%

Single Family Dwelling	2023 Year				Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor Related Costs					
Wages for CBAs	\$95,813	\$86,250	\$74,003	\$59,940	\$276,006
Benefits for CBAs	\$45,159	\$41,576	\$34,842	\$9,112	\$120,689
Payroll Taxes	\$7,764	\$7,174	\$6,179	\$1,409	\$22,526
Workers Compensation Insurance	\$6,688	\$6,183	\$5,272	\$1,207	\$19,350
Total Direct Labor Related Costs	\$155,424	\$141,183	\$120,296	\$71,668	\$488,570
Direct Fuel Costs	\$9,317	\$11,382	\$1,680	\$849	\$33,228
Other Direct Costs	\$12,279	\$14,896	\$2,907	\$1,280	\$31,462
Depreciation - Collection Vehicles	\$13,896	\$15,599	\$13,633	\$738	\$43,873
Depreciation - Containers	\$6,288	\$6,589	\$8,722	\$0	\$21,299
Depreciation for Collection Equipment	\$20,089	\$22,608	\$24,153	\$738	\$67,608
Taxes	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (from %)					
General and Administrative	\$45,360	\$45,242	\$45,675	\$1,376	\$177,653
Operations	\$8,233	\$19,228	\$19,209	\$281	\$27,351
Vehicle Maintenance	\$15,751	\$19,549	\$19,306	\$117	\$54,723
Container Maintenance	\$1,896	\$6,234	\$6,634	\$198	\$14,962
Total Allocated Indirect Costs excluding Depreciation and Interest	\$71,240	\$75,253	\$80,825	\$2,972	\$230,293
Total Allocated Indirect Depreciation Costs (from %)	\$497	\$619	\$633	\$17	\$1,766
Annual Implementation Cost Allocation (from %)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$226,664	\$216,435	\$201,121	\$74,655	\$718,879
Profit (insert Operating Ratio below)	90.8%	\$201,798	\$201,798	\$201,798	\$201,798
Total Proposed Costs before Pass-Through Cost Allocation	\$226,664	\$216,435	\$201,121	\$74,655	\$718,879
Contractor Pass-Through Costs					
Service Expense	\$4,912	\$5,422	\$3,923	\$181	\$14,438
Total Contractor Pass-Through Costs	\$4,912	\$5,422	\$3,923	\$181	\$14,438
TOTAL BASE CONTRACTOR'S COMPENSATION	\$231,576	\$221,857	\$205,044	\$74,836	\$733,317

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Accounts	Accounts	Accounts	
2014	2,208	2,208	2,206	
2015	2,215	2,215	2,213	
2016	2,213	2,213	2,213	
Rolling Three-Year Average	2,212	2,212	2,212	

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021
D. West Bay Sanitary District Allocated Costs - SFD

Step 2: Index Based Adjustments				
FF CPS-W Wages (2017 Listed as Example)	204,176	204,176	204,176	204,176
CY CPS-W Wages (2017 Listed as Example)	204,176	204,176	204,176	204,176
CPS-W Wages Adjustment	100.0%	100.0%	100.0%	100.0%
FF CPS-W Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813
CY CPS-W Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813
CPS-W Medical Adjustment	100.0%	100.0%	100.0%	100.0%
FF CPS-U Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CY CPS-U Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CPS-U Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
FF CPS-U (2017 Listed as Example)	209,983	209,983	209,983	209,983
CY CPS-U (2017 Listed as Example)	209,983	209,983	209,983	209,983
CPS-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Total Wages	Targeted Redeemable Materials	Organic Materials (Including Hubler Taxes)	True On-Call Collection Trains	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor Related Costs					
Wages for CMAs	\$93,313	\$86,240	\$74,051	\$93,940	\$278,405
Bonuses for CMAs	\$43,110	\$40,376	\$34,842	\$5,712	\$128,639
Payroll Taxes	\$7,764	\$7,174	\$6,178	\$1,409	\$22,530
Workers Compensation Insurance	\$0,045	\$0,042	\$0,272	\$0,207	\$19,272
Total Direct Labor Related Costs	\$144,232	\$133,832	\$115,343	\$103,268	\$407,644
Direct Fuel Costs	\$9,317	\$1,782	\$9,689	\$889	\$13,687
Other Direct Costs	\$12,270	\$14,994	\$12,907	\$1,280	\$41,461
Depreciation - Collection Vehicles	\$13,906	\$15,398	\$15,635	\$738	\$45,677
Depreciation - Containers	\$6,204	\$6,508	\$8,722	\$0	\$21,234
Depreciation for Collection Equipment	\$20,159	\$22,108	\$24,153	\$738	\$67,138
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 4)					
General and Administrative	\$41,541	\$43,242	\$43,677	\$1,178	\$129,638
Operations	\$8,213	\$10,228	\$10,218	\$280	\$29,039
Vehicle Maintenance	\$13,713	\$19,549	\$19,309	\$107	\$52,678
Container Maintenance	\$3,896	\$4,234	\$4,334	\$198	\$12,662
Total Allocated Indirect Costs including Depreciation and Interest	\$77,363	\$77,253	\$80,028	\$2,363	\$115,077
Total Allocated Indirect Depreciation Costs (From 4)	\$407	\$619	\$619	\$17	\$1,762
Annual Implementation Cost Amortization (From 4)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$244,437	\$249,479	\$247,684	\$103,899	\$615,463
Profit (Insert Operating Ratio below) 90.5%	\$27,798	\$28,287	\$26,688	\$1,938	\$84,611
Total Proposed Costs before Pass-Through Cost Allocation	\$272,235	\$277,766	\$274,372	\$105,837	\$700,074
Contractor Pass-Through Costs					
Interest Expense	\$4,972	\$5,422	\$5,723	\$161	\$16,278
Total Contractor Pass-Through Costs	\$4,972	\$5,422	\$5,723	\$161	\$16,439
TOTAL BASE CONTRACTOR'S COMPENSATION	\$277,207	\$283,188	\$280,095	\$106,000	\$716,513

SPW/NA COLLECTION AGREEMENT
 Proposed Compensation 2011
 B. West Bay Sanborn District Allocation Cost SPD

	Step 2 Service Level Adjustments		
	2014	2015	2016
2014	Account	Account	Account
2015	1,238	1,238	1,238
2016	1,215	1,215	1,215
2016	1,215	1,215	1,215
Three Year Rolling Three Year Average	1,219	1,219	1,219
Current Year Billing Three Year Average	Account	Account	Account
2014	2,208	2,208	2,208
2015	2,215	2,215	2,215
2016	2,215	2,215	2,215
Three Year Rolling Three Year Average	2,213	2,213	2,213
2016 Service Level Adjustment Factor	100.0%	100.0%	100.0%
2016 Service Level Adjustment Factor	100.0%	100.0%	100.0%

Annual Cost of Operations	Single Family Dwelling				
	Actual Year	Target Expense	Open Months (Including Vacant)	Total Cost (Including Vacant)	Single Family Dwelling Total
Total Cost of Operations					
Target for CMA	\$41,113	\$64,120	\$34,511	\$63,540	\$276,691
Actual for CMA	\$41,130	\$44,120	\$34,462	\$63,222	\$328,630
Fixed Costs	\$1,564	\$1,716	\$6,116	\$1,800	\$12,300
Variable Components	\$39,566	\$62,404	\$28,395	\$61,742	\$264,390
Total Annual Cost of Operations	\$41,130	\$64,120	\$34,511	\$63,540	\$276,691
Other Fixed Costs	\$6,317	\$11,162	\$6,686	\$666	\$11,366
Other Variable Costs	\$12,716	\$14,000	\$22,607	\$1,206	\$16,447
Depreciation - Collection Vehicle	\$2,106	\$21,100	\$23,032	\$778	\$16,673
Depreciation - Collection	\$6,204	\$6,300	\$6,522	\$6	\$11,201
Depreciation for Collection Equipment	\$24,106	\$21,146	\$24,113	\$176	\$67,208
Total	\$6	\$6	\$6	\$6	\$6
Adjusted Actual Cost including Depreciation and Interest From 1/1	\$41,141	\$41,132	\$41,471	\$4,129	\$129,838
Operating Vehicle Expenses	\$6,210	\$10,120	\$20,206	\$20	\$28,000
Collection Expenses	\$2,110	\$17,120	\$20,206	\$196	\$25,200
Total Annual Cost of Operations	\$21,106	\$21,106	\$21,106	\$21,106	\$21,106
Fixed Annual Interest Depreciation Cost (From 1/1)	\$2,106	\$2,106	\$2,106	\$2,106	\$2,106
Actual Depreciation Cost (From 1/1)	\$6	\$6	\$6	\$6	\$6
Total Annual Cost of Operations	\$21,106	\$21,106	\$21,106	\$21,106	\$21,106
Fixed (From Operating Costs Below)	\$21,106	\$21,106	\$21,106	\$21,106	\$21,106
Total Annual Cost of Operations	\$21,106	\$21,106	\$21,106	\$21,106	\$21,106
Customer Fee Through Costs	\$4,112	\$4,112	\$4,112	\$4,112	\$4,112
Interest From	\$4,112	\$4,112	\$4,112	\$4,112	\$4,112
Total Customer Fee Through Costs	\$4,112	\$4,112	\$4,112	\$4,112	\$4,112
TOTAL BASE CONTRACTOR'S COMPENSATION	\$21,106	\$21,106	\$21,106	\$21,106	\$21,106

SAN MATEO COLLECTION AGREEMENT
 B. Merit Pay Schedule, Revised Allocated Costs - MFD & Commercial
 Proposed Compensation 2011

	Revenue Total for Year 2011 (not dependent only)										Total
	City # of Accounts	City # of Accounts %	City Total Revenue (not based on MFD/CA Total Revenue)	City Total Revenue (not based on MFD/CA Total Revenue) %	City # of new hires/turnover	MFD/CA # of new hires/turnover	City # of new hires/turnover %	City Total Customers in Service (Ratio for example)	MFD/CA Total Customers in Service	City Total Customers in Service %	City Total Customers in Service %
	31	36	10,312	10,210	1,112	1,112	1,112	31	0	0	31
	8,296	8,296	8,296	8,296	8,296	8,296	8,296	295	29,500	29,500	
	271,24	719,41	48,71	48,71	0.00	0.00	0.00	340,34	81,508	81,508	
	47,811,45	27,111,92	4,106,43	4,106,43	6,984	6,984	6,984	13,003,24	6,975	6,975	
	107,41	771,48	48,30	48,30	0.00	0.00	0.00	240,34	487	487	
	11,927,08	25,241,12	4,000,00	4,000,00	6,107,11	6,107,11	6,107,11	13,003,24	68,703	68,703	
	8,608	8,296	8,296	8,296	8,296	8,296	8,296	7,296	159	159	
	31	41	41	41	41	41	41	29,500	81,501	81,501	
	47,218	15,361	2,819	2,819	0	0	0	29,500	81,501	81,501	
	4,296	4,296	4,296	4,296	4,296	4,296	4,296	7,296	159	159	

Assumed Cost of Operations	MFD & Commercial						MFD & Commercial Total
	Per unit for Total MFD	Cost per for Franchise Revenue	Cost per for Revenue (including Utility Taxes)	Total Revenue (MFD/CA)	Total Direct Customer Fees	Cost of Operations	
Assumed Cost of Operations							
Direct Labor Related Costs	529,412	\$13,600	\$7,364	\$6	\$6	\$1,719	\$13,600
Supplies for CMUs	\$24,034	\$1,039	\$1,349	\$6	\$6	\$1,349	\$1,039
Benefits for CMUs	\$2,448	\$1,047	\$603	\$6	\$6	\$227	\$603
Payroll Taxes	\$1,822	\$388	\$324	\$6	\$6	\$322	\$388
Vendor Compensation-Increase	\$88,071	\$23,310	\$11,119	\$6	\$6	\$4,499	\$23,310
Total Direct Labor Related Costs	\$176,787	\$17,386	\$10,719	\$6	\$6	\$2,717	\$17,386
Other Direct Costs	\$4,208	\$2,211	\$1,209	\$6	\$6	\$688	\$2,211
Depreciation - Collection Vehicle	\$1,704	\$2,044	\$1,009	\$6	\$6	\$269	\$2,044
Depreciation - Customer	\$189	\$189	\$189	\$6	\$6	\$13	\$189
Depreciation for Customer Equipment	\$4,719	\$2,477	\$2,206	\$6	\$6	\$101	\$2,477
Lease	\$8	\$8	\$8	\$6	\$6	\$6	\$8
Adjusted Labor Cost including Depreciation and Interest from %	\$128,937	\$13,700	\$9,028	\$6	\$6	\$697	\$13,700
Overhead and Administration	\$1,209	\$1,209	\$1,111	\$6	\$6	\$126	\$1,209
Utilities	\$2,032	\$2,032	\$1,142	\$6	\$6	\$271	\$2,032
Customer Maintenance	\$412	\$412	\$2,125	\$6	\$6	\$161	\$412
Year Standard/Other Costs including Depreciation and Interest	\$6,599	\$8,414	\$3,417	\$6	\$6	\$984	\$8,414
Total Assumed Labor Depreciation (Cost Through %)	179	\$45	\$146	\$6	\$6	\$7	\$45
Total Assumed Labor Depreciation (Cost Through %)	\$6	\$6	\$6	\$6	\$6	\$6	\$6
Assumed Depreciation for Assets/Other (From A)	\$6,488	\$10,444	\$4,279	\$6	\$6	\$646	\$10,444
Total Assumed Cost of Operations	\$6,488	\$10,444	\$4,279	\$6	\$6	\$646	\$10,444
Trade (Direct Operating Costs Involves)	\$6,488	\$10,444	\$4,279	\$6	\$6	\$646	\$10,444
Total Proposed Cash Inflow From Through Cost Allocation	\$73,882	\$10,386	\$48,848	\$6	\$6	\$7,318	\$10,386
Customer Pass Through Costs	\$1,112	\$78	\$611	\$6	\$6	\$119	\$1,112
Total Customer Pass Through Costs	\$1,112	\$78	\$611	\$6	\$6	\$119	\$1,112
TOTAL BIDD CONTRACTOR'S COMPENSATION	\$12,794	\$48,709	\$16,709	\$6	\$6	\$1,718	\$48,709

	Revenue Total (not dependent on Merit Pay Schedule) (not dependent on MFD/CA Total Revenue)					
	2010	2011	2012	2013	2014	2015
Building Three Year Average	2,793	2,793	2,793	2,793	2,793	2,793

SWMIA COLLECTION AGREEMENT
 Proposed Compensation 2021
 B. Wast Rec Services District Abstract Cost - MFD & Commercial

Top 5 Labor Based Abstractions

PT CFI 36-06 (qtr 2017) Land on Example)	204.17%	204.17%	204.17%	204.17%	204.17%	204.17%	204.17%
CT CFI 36-06 (qtr 2017) Land on Example)	204.17%	204.17%	204.17%	204.17%	204.17%	204.17%	204.17%
CT 36-06 qtr Adjustment	188.6%	188.6%	188.6%	188.6%	188.6%	188.6%	188.6%
PT CFI 36-06 (qtr 2017) Land on Example)	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%
CT CFI 36-06 (qtr 2017) Land on Example)	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%
CT 36-06 qtr Adjustment	188.6%	188.6%	188.6%	188.6%	188.6%	188.6%	188.6%
PT CFI 36-06 (qtr 2017) Land on Example)	209.21%	209.21%	209.21%	209.21%	209.21%	209.21%	209.21%
CT CFI 36-06 (qtr 2017) Land on Example)	209.21%	209.21%	209.21%	209.21%	209.21%	209.21%	209.21%
CT 36-06 qtr Adjustment	188.6%	188.6%	188.6%	188.6%	188.6%	188.6%	188.6%
PT CFI 36-06 (qtr 2017) Land on Example)	209.93%	209.93%	209.93%	209.93%	209.93%	209.93%	209.93%
CT CFI 36-06 (qtr 2017) Land on Example)	209.93%	209.93%	209.93%	209.93%	209.93%	209.93%	209.93%
CT 36-06 qtr Adjustment	188.6%	188.6%	188.6%	188.6%	188.6%	188.6%	188.6%

MFD & Commercial	Cost per Sq. Foot	Cost per Sq. Foot (Excl. Materials)	Cost per Sq. Foot (Excl. Materials, Excl. Labor)	Total Direct Cost	Total Cost (Excl. Materials)	MFD & Commercial TOTAL
Total Cost of Operations						
Direct Labor - Labor Cost	\$19,400	\$13,300	\$1,700	\$6	\$6	\$13,000
Supplies/Office	\$13,000	\$1,000	\$2,000	\$6	\$1,000	\$1,000
Travel	\$2,000	\$1,000	\$0	\$6	\$1,000	\$1,000
Vehicle Maintenance	\$2,000	\$0	\$0	\$6	\$0	\$0
Food/Travel	\$2,000	\$0	\$0	\$6	\$0	\$0
Other Direct Costs	\$48,000	\$1,300	\$1,700	\$6	\$6	\$48,000
Other Indirect Costs	\$4,200	\$2,200	\$1,200	\$6	\$6	\$4,200
Depreciation - Capital Assets	\$1,200	\$2,200	\$1,200	\$6	\$6	\$1,200
Depreciation - Equipment	\$0	\$0	\$0	\$6	\$6	\$0
Depreciation - Collection Equipment	\$4,100	\$2,200	\$2,200	\$6	\$6	\$4,100
Items	\$0	\$0	\$0	\$6	\$6	\$0
Adjusted Indirect Costs including Depreciation and Interest (From %)	\$3,000	\$1,700	\$1,000	\$6	\$6	\$3,000
Grand Total Abstraction	\$11,200	\$1,700	\$1,000	\$6	\$6	\$11,200
Vehicle Maintenance	\$2,000	\$0	\$0	\$6	\$0	\$2,000
Customer Maintenance	\$0	\$0	\$0	\$6	\$0	\$0
Total Abstract Labor Costs including Depreciation and Interest	\$4,200	\$1,300	\$2,000	\$6	\$6	\$4,200
Total Abstract Labor Depreciation Cost (From %)	\$0	\$0	\$0	\$6	\$6	\$0
Adjusted Indirect Cost Materials (From %)	\$0	\$0	\$0	\$6	\$6	\$0
Total Abstract Cost of Operations	\$62,000	\$26,400	\$26,700	\$6	\$6	\$62,000
Fixed (Owner Operating, Both Items)	\$62,000	\$17,000	\$17,000	\$6	\$6	\$62,000
Total Fragment Cash Inflow From Through Cost Abstraction	\$71,000	\$26,300	\$26,300	\$6	\$6	\$71,000
Contractor Fee Through Cost	\$1,100	\$0	\$0	\$6	\$6	\$1,100
Source System	\$1,100	\$0	\$0	\$6	\$6	\$1,100
Total Contractor Fee Through Cost	\$1,100	\$0	\$0	\$6	\$6	\$1,100
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,100	\$0	\$0	\$6	\$6	\$1,100

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021
B. West Bay Sanitary District Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments						
	Lofts	Lofts	Lofts	Units	Units	
2014	3,848	3,876	731			0
2015	3,705	4,201	870			0
2016	3,796	4,188	1,248			0
Prior Year Rolling Three-Year Average	3,783	4,088	953			-
2014	3,848	3,876	731			0
2015	3,705	4,201	870			0
2016	3,796	4,188	1,248			0
Current Year Rolling Three-Year Average	3,783	4,088	953			-
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%			1
95% Service Level Adjustment Factor	100.0%	100.0%	100.0%			1

MFD & Commercial	Current Bid Total	Current Bid	Current Bid	Total Drop Box	Free On-Call	MFD & Commercial Total
	Wages	Recyclable Materials	Expenses (including Holiday Time)	Services (All Materials)	Collection Events	
	E	F	G	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for OTRs	\$29,632	\$11,300	\$7,739	\$0	\$2,739	\$51,696
Benefits for OTRs	\$14,038	\$1,039	\$2,189	\$0	\$1,345	\$21,734
Fringe-Taxes	\$2,449	\$1,197	\$632	\$0	\$227	\$6,014
Workers Compensation Insurance	\$2,052	\$108	\$261	\$0	\$123	\$3,280
Total Direct Labor-Related Costs	\$48,171	\$23,644	\$11,111	\$0	\$4,434	\$88,075
Direct Fuel Costs	\$3,018	\$1,388	\$1,070	\$0	\$297	\$5,813
Other Direct Costs	\$4,208	\$2,211	\$1,208	\$0	\$409	\$8,136
Depreciation - Collection Vehicles	\$3,768	\$2,084	\$1,909	\$0	\$283	\$8,044
Depreciation - Containers	\$340	\$305	\$296	\$0	\$70	\$1,018
Depreciation for Collection Equipment	\$4,155	\$2,477	\$2,760	\$0	\$153	\$11,482
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Interest) (From B)						
General and Administrative	\$3,007	\$1,710	\$10,968	\$0	\$767	\$18,052
Operations	\$1,210	\$1,379	\$2,711	\$0	\$136	\$5,636
Vehicle Maintenance	\$2,312	\$2,836	\$1,182	\$0	\$220	\$10,192
Container Maintenance	\$400	\$627	\$1,176	\$0	\$61	\$2,086
Total Allocated Indirect Costs (including Depreciation and Interest)	\$6,929	\$6,352	\$20,417	\$0	\$1,184	\$36,768
Total Allocated Indirect Depreciation Costs (From F)	\$76	\$80	\$160	\$0	\$7	\$303
Annual Implementation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$66,667	\$35,644	\$39,779	\$0	\$6,246	\$145,404
Profit (Insert Operating Ratio below)	\$6,977	\$3,742	\$3,869	\$0	\$487	\$15,267
Total Proposed Costs before Pass-Through Cost Allocation	\$73,644	\$39,386	\$43,648	\$0	\$7,233	\$160,766
Contractor Pass-Through Costs						
Interest Expense	\$1,320	\$756	\$865	\$0	\$113	\$3,114
Total Contractor Pass-Through Costs	\$1,320	\$756	\$865	\$0	\$113	\$3,228
TOTAL BASE CONTRACTOR'S COMPENSATION	\$74,964	\$40,142	\$44,513	\$0	\$7,346	\$163,994

SIWMA COLLECTION AGREEMENT
 Proposed Compensation 2021
 B. West Bay Sanitary District Alternative Costs - Agency Facilities

	2020		2021			
Cost of 417.00 per year	126	126	126	126	126	2,317
CONTRACTOR'S Fee per year (Amount for 2020/2021)	242,387	60,561	60,561	60,561	60,561	84,180
Cost # of 100 per year %	8.7%	8.7%	8.7%	8.7%	8.7%	2.7%
Cost Total Fixed Labor hours rate	2.7%	1.11	1.11	4.35	0.88	8.88
CONTRACTOR'S Total Fixed Labor hours rate	4,798.79	279.82	279.82	971.88	1,501.43	8.88
Cost Total Fixed Labor hours rate	8.7%	8.7%	8.7%	8.7%	8.7%	8.7%
Cost # of 100 hours/year	2.43	1.13	1.13	4.37	0.88	8.88
CONTRACTOR'S # of 100 hours/year	2,799.31	271.16	271.17	971.87	1,501.43	8.88
Cost # of 100 hours/year %	8.7%	8.7%	8.7%	8.7%	8.7%	8.7%
Cost # of 100 hours/year	1	1	1	1	1	2,317
CONTRACTOR'S # of 100 hours/year	842	276	276	276	276	84,180
Cost # of 100 hours/year %	12%	12%	12%	12%	12%	2.7%
Cost # of 100 hours/year	12%	12%	12%	12%	12%	84,180

Agency Facilities	Cost and Fee Sold \$ per Yr	Cost and Fee Digital Services C	Cost and Fee Schedule Materials F	Total Fixed Fee Hours (All Materials) H	Years and Fractions I	Agency Facilities Total
Annual Cost of Operations						
Direct Labor Related Costs	\$118	\$16	\$227	30	31	\$441
Supplies for Office	\$65	\$26	\$198	30	30	\$298
Supplies for Office	\$12	\$1	\$17	30	31	\$32
Printed Paper	\$12	\$1	\$15	30	31	\$32
Student Computers/Access	\$225	\$89	\$308	30	30	\$513
Total Annual Labor Related Costs	\$432	\$134	\$771	150	152	\$1,336
Other Direct Costs	\$18	\$2	\$13	30	31	\$44
Depreciation - Customer Vehicles	\$42	\$15	\$118	30	30	\$175
Depreciation - Customer Vehicles	\$8	\$3	\$25	30	30	\$78
Depreciation for Customer Equipment	\$42	\$15	\$118	30	30	\$175
Lease	\$8	\$3	\$25	30	30	\$78
Advanced Vehicle Cost-reducing Operations and Support (Over 5% Expense and Administration (only 40% for Agency Costs)	\$48	\$16	\$118	30	30	\$175
Operator	\$18	\$6	\$129	30	30	\$195
Operator	\$18	\$6	\$129	30	30	\$195
Vehicle Maintenance (only 40% for Agency Costs)	\$111	\$37	\$129	30	30	\$195
Vehicle Maintenance (only 40% for Agency Costs)	\$111	\$37	\$129	30	30	\$195
Total Advanced Vehicle Costs including Depreciation and Leases	\$219	\$87	\$308	30	30	\$425
Total Advanced Vehicle Costs (Over 5%)	\$1	\$1	\$4	30	30	\$12
Total Advanced Vehicle Costs (Over 5%)	\$1	\$1	\$4	30	30	\$12
Annual Replacement Cost Administration (Over 5%)	\$8	\$3	\$25	30	30	\$78
Annual Replacement Cost Administration (Over 5%)	\$8	\$3	\$25	30	30	\$78
Total Annual Cost of Operations	\$911	\$328	\$973	38	38	\$1,239
Fixed Assets Operating (Rate below)	90.5%					\$1,121
Total Operating Cost Labor Rate Through Cost Allocation	\$842	\$301	\$328	38	38	\$1,121
Contractor Fees Through Costs	\$17	\$7	\$23	30	31	\$34
Contractor Fees Through Costs	\$17	\$7	\$23	30	31	\$34
Total Contractor Fees Through Costs	\$34	\$14	\$46	30	31	\$58
TOTAL BASE CONTRACTOR'S COMPENSATION	\$876	\$315	\$374	38	38	\$1,179

	2014	2015	2016	2017	2018	2019	2020	2021
Service level metrics such as hours, service level, cost agreements	1,887	1,916	1,879	1,887	1,887	1,887	1,887	1,887
2014	1,887	1,916	1,879	1,887	1,887	1,887	1,887	1,887
2015	1,916	1,916	1,879	1,887	1,887	1,887	1,887	1,887
2016	1,879	1,916	1,879	1,887	1,887	1,887	1,887	1,887
2017	1,887	1,916	1,879	1,887	1,887	1,887	1,887	1,887
2018	1,887	1,916	1,879	1,887	1,887	1,887	1,887	1,887
2019	1,887	1,916	1,879	1,887	1,887	1,887	1,887	1,887
2020	1,887	1,916	1,879	1,887	1,887	1,887	1,887	1,887
2021	1,887	1,916	1,879	1,887	1,887	1,887	1,887	1,887
Rolling Three Year Average	1,887	1,916	1,879	1,887	1,887	1,887	1,887	1,887

SRWMA COLLECTION AGREEMENT Proposed Compensation 2021

D. West Bay Sanitary District Allocated Costs - Agency Facilities

Step 1. Index Based Adjustments					
PY CFS-W-Wages (2017 Listed as Example)	264,376	264,376	264,376	264,376	264,376
CY CFS-W-Wages (2017 Listed as Example)	264,376	264,376	264,376	264,376	264,376
CFS-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CFS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CY CFS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CFS-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CFS-U-Motor Fuel (2017 Listed as Example)	209,232	209,232	209,232	209,232	209,232
CY CFS-U-Motor Fuel (2017 Listed as Example)	209,232	209,232	209,232	209,232	209,232
CFS-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CFS-U (2017 Listed as Example)	209,983	209,983	209,983	209,983	209,983
CY CFS-U (2017 Listed as Example)	209,983	209,983	209,983	209,983	209,983
CFS-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cost and Non-Solid Waste	Cost and Site Organic Materials	Cost and Site Inorganic Materials	Total Direct Site Services (All Materials)	Travel and Training	Agency Facilities Total
	K	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CDEs	\$139	\$76	\$227	\$0	\$19	\$461
Health/for CDEs	\$12	\$26	\$196	\$0	\$9	\$236
Payroll Taxes	\$12	\$1	\$19	\$0	\$2	\$34
Workers Compensation Insurance	\$12	\$1	\$28	\$0	\$1	\$42
Total Direct Labor-Related Costs	\$127	\$102	\$369	\$0	\$31	\$529
Direct Fuel Costs						
Other Direct Costs	\$19	\$16	\$63	\$0	\$4	\$102
Depreciation - Collection Vehicles	\$32	\$11	\$136	\$0	\$6	\$185
Depreciation - Containers	\$1	\$1	\$1	\$0	\$1	\$4
Depreciation for Collection Equipment	\$32	\$11	\$136	\$0	\$6	\$185
Lease	\$1	\$1	\$1	\$0	\$1	\$4
Allocated Indirect Costs including Depreciation and Interest (From F)						
General and Administrative (using 50% for Agency Costs)	\$88	\$76	\$141	\$0	\$14	\$219
Operations	\$19	\$16	\$63	\$0	\$4	\$102
Vehicle Maintenance	\$71	\$10	\$129	\$0	\$6	\$216
Container Maintenance (using 50% for Agency Costs)	\$12	\$1	\$21	\$0	\$1	\$35
Total Allocated Indirect Costs including Depreciation and Interest	\$212	\$104	\$354	\$0	\$25	\$595
Total Allocated Indirect Depreciation/Conts (From F)	\$1	\$1	\$4	\$0	\$1	\$7
Annual Supplemental Cost Allocation (From A)	\$1	\$1	\$1	\$0	\$1	\$4
Total Annual Cost of Operations	\$442	\$324	\$999	\$0	\$67	\$1,832
Profit (Insert Operating Ratio below)	\$42	\$28	\$148	\$0	\$4	\$122
Total Operating Costs before Pass-Through Cost Allocation	\$484	\$352	\$1,147	\$0	\$71	\$1,954
Contractor Pass-Through Costs						
Interest Expense	\$17	\$7	\$26	\$0	\$2	\$52
Total Contractor Pass-Through Costs	\$17	\$7	\$26	\$0	\$2	\$52
TOTAL BASE CONTRACTOR'S COMPENSATION	\$501	\$359	\$1,173	\$0	\$73	\$2,006

SPWMA COLLECTION AGREEMENT Proposed Compensation 2023

B. West Bay Sanitary District Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments						
	Life	Life	Life	Life	Hours	
2014	150	65	65	62	0	
2015	150	65	65	62	0	
2016	150	65	65	62	0	
Prior Year Rolling Three-Year Average	150	65	65	62	0	
	Life	Life	Life	Life	Hours	
2014	150	65	65	62	0	
2015	150	65	65	62	0	
2016	150	65	65	62	0	
Current Year Rolling Three-Year Average	150	65	65	62	0	
100% Service Level Adjustment Factor	(100.0%)	(100.0%)	(100.0%)	(100.0%)	0	1
100% Service Level Adjustment Factor	(100.0%)	(100.0%)	(100.0%)	(100.0%)	0	1

Agency Facilities	Cart and Site Solid Waste	Cart and Site Organic Materials	Cart and Site Recyclable Materials	Total Deep Box Services (All Materials)	Waters and Events	Agency Facilities Total
	\$	\$	\$	\$	\$	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CSAs	\$139	\$0	\$127	\$0	\$19	\$441
Benefits for CSAs	\$67	\$26	\$396	\$0	\$9	\$236
Payroll Taxes	\$12	\$0	\$39	\$0	\$2	\$17
Workers Compensation Insurance	\$22	\$0	\$23	\$0	\$1	\$11
Total Direct Labor Related Costs	\$225	\$26	\$305	\$0	\$31	\$715
Direct Fuel Costs	\$37	\$8	\$19	\$0	\$2	\$64
Other Direct Costs	\$18	\$19	\$0	\$0	\$4	\$121
Depreciation - Collection Vehicles	\$82	\$11	\$14	\$0	\$8	\$215
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$82	\$11	\$14	\$0	\$8	\$215
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From Y)						
General and Administrative (using 50% for Agency Costs)	\$88	\$16	\$117	\$0	\$174	\$695
Operations	\$38	\$15	\$0	\$0	\$4	\$123
Vehicle Maintenance	\$75	\$30	\$120	\$0	\$9	\$234
Customer Maintenance (using 50% for Agency Costs)	\$19	\$0	\$21	\$0	\$48	\$87
Total Allocated Indirect Costs including Depreciation and Interest	\$229	\$61	\$258	\$0	\$295	\$1,043
Total Allocated Indirect Depreciation Costs (From Y)	\$0	\$0	\$0	\$0	\$0	\$0
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$944	\$106	\$881	\$0	\$429	\$2,261
Profit (Insert Operating Ratio below)	\$61	\$28	\$396	\$0	\$46	\$531
Total Operating Costs before Pass-Through Cost Allocation	\$944	\$106	\$1,079	\$0	\$487	\$2,491
Contractor Pass-Through Costs						
Interest Expense	\$17	\$7	\$28	\$0	\$2	\$54
Total Contractor Pass-Through Costs	\$17	\$7	\$28	\$0	\$2	\$54
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1027	\$128	\$1,079	\$0	\$497	\$2,651

SRMWA COLLECTION AGREEMENT
B. Measurement Costs - STD
 Proposed Compensation 2021

Category	2019	2020	2021	Total
City # of accounts	3,672	5,003	5,004	3,680
SRMWA # of accounts	96,380	94,770	96,723	29,334
City # of accounts %	3.8%	4.7%	4.7%	4.7%
City Total Family Labor hours used	2,639,112	2,480,638	2,406,571	6,526,321
SRMWA Total Family Labor hours used	40,233,315	42,858,420	39,114,112	120,205,847
City Total Family Labor hours %	6.2%	5.8%	6.2%	6.2%
City # of total hours/year	2,408,167	2,198,234	2,301,231	6,907,632
SRMWA # of total hours/year	42,847,789	36,980,024	34,997,116	114,824,929
City Total Family Labor hours %	5.6%	5.7%	6.0%	5.9%
City Total Compensation to Service	5,899	5,103	5,268	16,270
SRMWA Total Compensation to Service	96,380	94,234	96,961	283,575
City Total Compensation to Service %	3.7%	3.7%	4.7%	4.7%

Account Cost of Operations	Proposed Compensation				
	Sold Work	Expected Revenue	Operate Months (including Inactive)	Per-Cost Collection Fees	Single Family Dwelling Total
Standard Meter Related Costs					
Wages for O&M	\$231,896	\$284,816	\$18,206	\$40,546	\$675,762
Benefits for O&M	\$503,290	\$619,119	\$40,507	\$92,286	\$279,296
Fixed Costs	\$34,431	\$13,137	\$12,079	\$1,338	\$2,447
Variable Compensation Incentives	\$23,221	\$23,842	\$12,582	\$1,028	\$1,881
Total Standard Meter Related Costs	\$782,838	\$941,914	\$63,394	\$135,198	\$1,020,467
Other Meter Costs					
Other Meter Costs	\$20,000	\$21,960	\$23,013	\$2,899	\$36,662
Depreciation - Collection Vehicles					
Depreciation - Collection Vehicles	\$34,346	\$30,211	\$47,799	\$1,239	\$64,515
Depreciation - Collection Equipment					
Depreciation for Collection Equipment	\$68,480	\$64,426	\$17,868	\$6	\$24,258
Less	\$0	\$0	\$0	\$0	\$0
Advanced Meter Costs including Depreciation and Incentives from 19					
Contract and Administration	\$91,112	\$93,861	\$99,709	\$1,841	\$297,427
Operations	\$29,314	\$29,311	\$23,206	\$26	\$61,856
Vehicle Maintenance	\$39,847	\$39,734	\$48,425	\$1,268	\$231,944
Collection Maintenance	\$13,427	\$14,106	\$13,199	\$497	\$61,261
Total Advanced Meter Costs including Depreciation and Incentives	\$173,700	\$177,012	\$184,339	\$4,633	\$750,628
Total Advanced Meter Depreciation Costs from 19	\$0	\$0	\$0	\$0	\$0
Asset Implementation Cost (American Power A)	\$629,648	\$579,298	\$998,711	\$96,128	\$1,293,785
Total Advanced Meter Costs (Asset Implementation)	\$629,648	\$579,298	\$998,711	\$96,128	\$1,293,785
Profit (Insert Operating Ratio below)	90.5%				
Total Proposed Costs Including Pass-Through Cost Allocation	\$1,412,486	\$1,620,877	\$2,042,056	\$241,326	\$2,974,136
Contractor Pass-Through Costs					
Material Expense	\$11,300	\$11,200	\$13,400	\$26	\$35,926
Total Contractor Pass-Through Costs	\$11,300	\$11,200	\$13,400	\$26	\$35,926
TOTAL BASE CONTRACTOR'S COMPENSATION	\$28,528	\$27,828	\$30,428	\$624	\$107,336

Year	Accounts	Accounts	Accounts	Accounts
2018	5,041	5,001	5,001	5,001
2019	5,036	5,006	5,006	5,006
2020	5,072	5,007	5,072	5,072
Rolling Three Year Average	5,046	5,004	5,046	5,046

SWM MA COLLECTION AGREEMENT
 B. Unincorporated County - SED
 Proposed Compensation 2023

Step 1. Labor Based Adjustments

NY CEN 90 90 Region (2017 Landed as Example)	204,776	204,776	204,776	204,776	204,776	204,776
NY CEN 90 90 Region (2017 Landed as Example)	204,776	204,776	204,776	204,776	204,776	204,776
NY CEN 90 90 Region (2017 Landed as Example)	188,876	188,876	188,876	188,876	188,876	188,876
NY CEN 90 90 Region (2017 Landed as Example)	477,813	477,813	477,813	477,813	477,813	477,813
NY CEN 90 90 Region (2017 Landed as Example)	477,813	477,813	477,813	477,813	477,813	477,813
NY CEN 90 90 Region (2017 Landed as Example)	188,876	188,876	188,876	188,876	188,876	188,876
NY CEN 10 10 Region (2017 Landed as Example)	209,212	209,212	209,212	209,212	209,212	209,212
NY CEN 10 10 Region (2017 Landed as Example)	209,212	209,212	209,212	209,212	209,212	209,212
NY CEN 10 10 Region (2017 Landed as Example)	188,876	188,876	188,876	188,876	188,876	188,876
NY CEN 10 10 Region (2017 Landed as Example)	209,212	209,212	209,212	209,212	209,212	209,212
NY CEN 10 10 Region (2017 Landed as Example)	209,212	209,212	209,212	209,212	209,212	209,212
NY CEN 10 10 Region (2017 Landed as Example)	188,876	188,876	188,876	188,876	188,876	188,876
NY CEN 10 10 Region (2017 Landed as Example)	188,876	188,876	188,876	188,876	188,876	188,876

Annual Cost of Operations	Sold Time	Support Services	Other Services	Travel/Out of District Costs	Single Family Dwelling Total
Annual Cost of Operations					
Direct Labor Related Costs					
Wages for CEN	\$125,400	\$164,800	\$118,200	\$42,200	\$450,700
Benefits for CEN	\$102,200	\$90,100	\$81,300	\$22,800	\$296,700
Travel Time	\$18,400	\$13,200	\$11,700	\$3,300	\$46,700
Student Compensation Insurance	\$12,200	\$12,600	\$12,200	\$1,200	\$38,300
Travel Time (also Student Cost)	\$107,800	\$102,000	\$70,000	\$17,000	\$196,800
Direct Fuel Costs	\$23,800	\$22,200	\$23,100	\$2,100	\$71,300
Other Direct Costs	\$40,300	\$30,100	\$40,700	\$12,200	\$123,300
Depreciation - Collection Vehicles	\$34,300	\$31,200	\$37,700	\$1,800	\$104,700
Depreciation - Collection	\$13,100	\$12,600	\$17,600	\$1,200	\$43,500
Depreciation for Collection Equipment	\$14,900	\$14,300	\$15,600	\$1,300	\$46,100
Travel	\$0	\$0	\$0	\$0	\$0
Adjusted Indirect Costs including Depreciation and Interest (From 9)					
General and Administrative Expenses	\$95,022	\$95,800	\$95,000	\$3,800	\$379,622
Vehicle Maintenance	\$29,300	\$29,000	\$29,200	\$100	\$107,500
Contract Maintenance	\$19,400	\$18,500	\$18,200	\$300	\$69,400
Total Adjusted Indirect Costs including Depreciation and Interest	\$143,722	\$143,300	\$142,400	\$5,100	\$559,522
Total Adjusted Indirect Depreciation Cost (From 9)	\$1,207	\$1,200	\$1,200	\$0	\$3,607
Annual Implementation Cost (Amortized From 9)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$406,500	\$577,800	\$396,700	\$80,200	\$1,461,200
Profit (before Operating Ratio Incent)	\$40,500	\$60,000	\$41,300	\$14,000	\$155,800
90.5%					
Total Proposed Cost, before Pass-Through Cost Allocation	\$447,000	\$637,800	\$438,000	\$94,200	\$1,616,200
Contractor Pass-Through Costs					
Insurance Expense	\$11,800	\$11,200	\$11,600	\$400	\$35,200
Total Contractor Pass-Through Costs	\$11,800	\$11,200	\$11,600	\$400	\$35,200
TOTAL BASE CONTRACTORS COMPENSATION	\$298,200	\$396,200	\$396,200	\$134,200	\$1,181,800

ARMIA COLLECTION AGREEMENT
B. Unincorporated County - SDB

Proposed Compensation 2021

Fig. 2. Three Year Agreement

	2014	2015	2016	2014	2015	2016	2014	2015	2016	2014	2015	2016
Annual	\$1,641	\$1,641	\$1,641	Annual	\$1,641	\$1,641	Annual	\$1,641	\$1,641	Annual	\$1,641	\$1,641
2014	\$1,641	\$1,641	\$1,641	2014	\$1,641	\$1,641	2014	\$1,641	\$1,641	2014	\$1,641	\$1,641
2015	\$1,641	\$1,641	\$1,641	2015	\$1,641	\$1,641	2015	\$1,641	\$1,641	2015	\$1,641	\$1,641
2016	\$1,641	\$1,641	\$1,641	2016	\$1,641	\$1,641	2016	\$1,641	\$1,641	2016	\$1,641	\$1,641
Three Year Average	\$1,641	\$1,641	\$1,641	Three Year Average	\$1,641	\$1,641	Three Year Average	\$1,641	\$1,641	Three Year Average	\$1,641	\$1,641
Current Year Bidding Three Year Average	\$1,641	\$1,641	\$1,641	Current Year Bidding Three Year Average	\$1,641	\$1,641	Current Year Bidding Three Year Average	\$1,641	\$1,641	Current Year Bidding Three Year Average	\$1,641	\$1,641
2014	\$1,641	\$1,641	\$1,641	2014	\$1,641	\$1,641	2014	\$1,641	\$1,641	2014	\$1,641	\$1,641
2015	\$1,641	\$1,641	\$1,641	2015	\$1,641	\$1,641	2015	\$1,641	\$1,641	2015	\$1,641	\$1,641
2016	\$1,641	\$1,641	\$1,641	2016	\$1,641	\$1,641	2016	\$1,641	\$1,641	2016	\$1,641	\$1,641
Three Year Average	\$1,641	\$1,641	\$1,641	Three Year Average	\$1,641	\$1,641	Three Year Average	\$1,641	\$1,641	Three Year Average	\$1,641	\$1,641

Annual Cost of Operations	2014	2015	2016	2014	2015	2016	2014	2015	2016	2014	2015	2016
Single Family Bidding	\$221,400	\$221,400	\$221,400	\$221,400	\$221,400	\$221,400	\$221,400	\$221,400	\$221,400	\$221,400	\$221,400	\$221,400
Supervisory	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
Operational	\$183,400	\$183,400	\$183,400	\$183,400	\$183,400	\$183,400	\$183,400	\$183,400	\$183,400	\$183,400	\$183,400	\$183,400
Vehicle Maintenance	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Contractor	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Other	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Total Annual Cost of Operations	\$442,800	\$442,800	\$442,800	\$442,800	\$442,800	\$442,800	\$442,800	\$442,800	\$442,800	\$442,800	\$442,800	\$442,800
Final Proposed Cost before Pass Through Cost Allocation	\$442,800	\$442,800	\$442,800	\$442,800	\$442,800	\$442,800	\$442,800	\$442,800	\$442,800	\$442,800	\$442,800	\$442,800
Contractor Pass-Through Costs	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200
Total Contractor Pass Through Costs	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200
FINAL BIDDING CONTRACTOR'S COMPENSATION	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200

SEWMA COLLECTION AGREEMENT Proposed Compensation 2021
D. Unincorporated County - MFD & Commercial

	Statistics Used for Year 2020 Cost Allocation Only					Total
City # of Accounts	198	205	26	0	1,399	426
SEWMA # of Accounts	10,332	18,250	4,732	165	21,504	22,449
City # of Accounts %	1.9%	2.0%	2.3%	0.0%	4.7%	2.4%
City Total Route Labor Hours/year	307.84	519.18	77.74	0.00	438.60	805
SEWMA Total Route Labor Hours/year	47,671.83	27,131.32	6,936.63	4,367.31	11,943.24	43,508
City Total Route Labor Hours/year %	1.7%	1.2%	1.2%	0.0%	4.7%	1.4%
City # of route hours/year	307.33	288.08	73.33	0.00	438.60	739
SEWMA # of route hours/year	31,307.08	21,241.12	6,046.50	4,367.31	11,943.24	48,781
City # of route hours/year %	1.2%	1.2%	1.2%	0.0%	4.7%	1.7%
City Total Customers in Service	249	338	40	0	1,399	426
SEWMA Total Customers in Service	17,258	18,703	2,059	333	21,504	18,333
City Total Customers in Service %	1.4%	1.7%	1.8%	0.0%	4.7%	2.4%

MFD & Commercial	Car and Van Fuel	Car and Van	Car and Van	Total Depreciation	Other On Call	MFD & Commercial Total
	Waste	Recyclable Materials	Materials (including Utility Transit)	(All Materials)	Collection Events	
	K	J	G	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CRAs	\$13,934	\$21,784	\$8,289	\$0	\$6,817	\$50,824
Bonuses for CRAs	\$23,707	\$19,678	\$2,703	\$0	\$3,132	\$49,220
Payroll Taxes	\$4,486	\$1,989	\$715	\$0	\$375	\$7,565
Workers Compensation Insurance	\$3,881	\$3,051	\$612	\$0	\$489	\$10,032
Total Direct Labor-Related Costs	\$45,988	\$48,502	\$12,319	\$0	\$11,213	\$118,022
Direct Fuel Costs	\$3,499	\$2,303	\$1,386	\$0	\$796	\$8,884
Other Direct Costs	\$7,833	\$3,793	\$1,399	\$0	\$1,626	\$14,651
Depreciation - Collection Vehicles	\$7,910	\$3,350	\$2,044	\$0	\$719	\$14,023
Depreciation - Containers	\$1,736	\$1,562	\$1,643	\$0	\$177	\$5,138
Depreciation for Collection Equipment	\$8,757	\$3,963	\$3,707	\$0	\$467	\$16,834
Losses	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From F)						
General and Administrative	\$18,932	\$19,989	\$17,823	\$0	\$5,423	\$13,247
Operation	\$2,270	\$2,357	\$2,903	\$0	\$296	\$7,784
Vehicle Maintenance	\$4,363	\$4,429	\$7,547	\$0	\$155	\$14,894
Container Maintenance	\$1,033	\$2,054	\$1,226	\$0	\$209	\$3,522
Total Allocated Indirect Costs including Depreciation and Interest	\$26,598	\$29,829	\$29,503	\$0	\$6,083	\$81,744
Total Allocated Indirect Depreciation Costs (From F)	\$142	\$142	\$131	\$0	\$18	\$433
Annual Implementation Cost Amortization (From K)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$136,888	\$178,489	\$48,569	\$0	\$18,497	\$282,863
Profit (insert Operating Ratio below)	\$1,430,48	\$8,352	\$5,098	\$0	\$1,725	\$21,683
Total Proposed Costs before Pass-Through Cost Allocation	\$138,318	\$186,841	\$53,667	\$0	\$20,222	\$304,546
Contractor Pass-Through Costs						
Interest Expense	\$2,834	\$1,423	\$1,191	\$0	\$284	\$5,832
Total Contractor Pass-Through Costs	\$2,834	\$1,423	\$1,191	\$0	\$284	\$7,664
TOTAL BASE CONTRACTOR'S COMPENSATION	\$141,152	\$188,264	\$54,858	\$0	\$20,506	\$312,210

Service Level Statistics Used for Future Service Level Cost Adjustments					
	2014	2015	2016	2017	2018
2014	17,645	18,746	19,371	2,736	4
2015	18,703	18,746	19,371	3,352	3
2016	18,547	19,643	19,737	3,737	4
Rolling Three-Year Average	18,135	19,245	19,679	3,275	4

SRM/NA COLLECTION AGREEMENT
B. Unamortized Costs - MFD & Commercial

Proposed Compensation

2022

Step 1. Initial Period Adjustments

PT CR 30 - Super (2017 Laid or Example)	204,176	204,176	204,176	204,176	204,176	204,176
PT CR 30 - Super (2017 Laid or Example)	204,176	204,176	204,176	204,176	204,176	204,176
PT CR 30 - Super (2017 Laid or Example)	199,876	199,876	199,876	199,876	199,876	199,876
PT CR 30 - Super (2017 Laid or Example)	477,812	477,812	477,812	477,812	477,812	477,812
PT CR 30 - Super (2017 Laid or Example)	477,812	477,812	477,812	477,812	477,812	477,812
PT CR 30 - Super (2017 Laid or Example)	199,876	199,876	199,876	199,876	199,876	199,876
PT CR 30 - Super (2017 Laid or Example)	209,212	209,212	209,212	209,212	209,212	209,212
PT CR 30 - Super (2017 Laid or Example)	209,212	209,212	209,212	209,212	209,212	209,212
PT CR 30 - Super (2017 Laid or Example)	199,876	199,876	199,876	199,876	199,876	199,876
PT CR 30 - Super (2017 Laid or Example)	204,983	204,983	204,983	204,983	204,983	204,983
PT CR 30 - Super (2017 Laid or Example)	204,983	204,983	204,983	204,983	204,983	204,983
PT CR 30 - Super (2017 Laid or Example)	199,876	199,876	199,876	199,876	199,876	199,876

MFD & Commercial	Car and Fuel Used		Car and Fuel Throughly		Car and Fuel Throughly		Total Throughly	Total Throughly	Total Throughly	MFD & Commercial Total
	Year	Month	Year	Month	Year	Month				
Assumed Cost of Operations										
Assumed Labor (Cost including Depreciation and Taxes (from 1))	\$13,514	\$13,514	\$13,514	\$13,514	\$13,514	\$13,514	\$13,514	\$13,514	\$13,514	\$13,514
Super for CMV	\$2,347	\$2,347	\$2,347	\$2,347	\$2,347	\$2,347	\$2,347	\$2,347	\$2,347	\$2,347
Mobile for CMV	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Fuel Tank	\$2,852	\$2,852	\$2,852	\$2,852	\$2,852	\$2,852	\$2,852	\$2,852	\$2,852	\$2,852
Mobile Components/Burner	\$81,946	\$81,946	\$81,946	\$81,946	\$81,946	\$81,946	\$81,946	\$81,946	\$81,946	\$81,946
Total (Direct Labor Knowledge)	\$93,869	\$93,869	\$93,869	\$93,869	\$93,869	\$93,869	\$93,869	\$93,869	\$93,869	\$93,869
Other Direct Costs	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Depreciation - Customer Vehicle	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Depreciation - Customer	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Depreciation for Customer Equipment	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Total	\$99,669	\$99,669	\$99,669	\$99,669	\$99,669	\$99,669	\$99,669	\$99,669	\$99,669	\$99,669
Assumed Labor (Cost including Depreciation and Taxes (from 1))										
Operator	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201
Vehicle Maintenance	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Customer Maintenance	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Total Assumed Labor (Cost including Depreciation and Taxes)	\$14,601	\$14,601	\$14,601	\$14,601	\$14,601	\$14,601	\$14,601	\$14,601	\$14,601	\$14,601
Total Assumed Labor (Depreciation Cost (from 1))	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Assumed Depreciation (Cost (from 1))	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Total Assumed Cost of Operations	\$17,001	\$17,001	\$17,001	\$17,001	\$17,001	\$17,001	\$17,001	\$17,001	\$17,001	\$17,001
Profit (Assumed Operating Ratio below)	\$14,801	\$14,801	\$14,801	\$14,801	\$14,801	\$14,801	\$14,801	\$14,801	\$14,801	\$14,801
Total	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802
Customer Pass Through Costs										
Assumed Labor	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201
Total Customer Pass Through Costs	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201
TOTAL BASE CONTRACTORS' COMPENSATION	\$29,601	\$29,601	\$29,601	\$29,601	\$29,601	\$29,601	\$29,601	\$29,601	\$29,601	\$29,601

SBWMA COLLECTION AGREEMENT **Proposed Compensation** **2025**
B. Unincorporated County - MFD & Commercial

Step 2: Service Level Adjustments						
	2024	2023	2022	2021	2020	
2024	17,693	19,331	19,331	2,756	4	
2023	18,369	18,746	18,746	3,952	3	
2022	18,343	19,645	19,645	3,737	4	
Prior Year Rolling Three-Year Average	18,135	19,240	3,688		4	
2024	17,693	19,331	19,331	2,756	4	
2023	18,369	18,746	18,746	3,952	3	
2022	18,343	19,645	19,645	3,737	4	
Current Year Rolling Three-Year Average	18,135	19,240	3,688		4	
100% Service Level Adjustment Factor	(100.0%)	(100.0%)	(100.0%)	(100.0%)		
100% Service Level Adjustment Factor	(100.0%)	(100.0%)	(100.0%)	(100.0%)		

MFD & Commercial	Cost and This Bid Year	Cost and This Reasonable Materials	Cost and This/Deposits Materials (including Public Trust)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	F	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CRAs	\$13,934	\$23,734	\$8,389	\$0	\$6,817	\$19,151
Benefits for CRAs	\$25,707	\$10,619	\$2,703	\$0	\$3,172	\$42,499
Persol Taxes	\$4,496	\$1,980	\$713	\$0	\$175	\$7,764
Workers Compensation Insurance	\$1,811	\$1,022	\$162	\$0	\$489	\$3,484
Total Direct Labor-Related Costs	\$26,948	\$39,355	\$11,967	\$0	\$11,293	\$149,982
Direct Fuel Costs	\$1,499	\$2,332	\$1,346	\$0	\$786	\$6,013
Other Direct Costs	\$7,831	\$3,733	\$1,390	\$0	\$1,826	\$14,000
Depreciation - Collection Vehicles	\$7,103	\$3,503	\$2,044	\$0	\$719	\$13,269
Depreciation - Containers	\$1,736	\$1,762	\$1,663	\$0	\$177	\$5,138
Depreciation for Collection Equipment	\$8,767	\$3,663	\$3,707	\$0	\$887	\$18,405
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest/Finance Fe						
General and Administrative	\$18,412	\$24,396	\$17,423	\$0	\$1,423	\$17,208
Operations	\$2,271	\$2,317	\$2,964	\$0	\$299	\$7,761
Vehicle Maintenance	\$4,303	\$4,429	\$3,347	\$0	\$105	\$14,634
Container Maintenance	\$1,811	\$2,454	\$1,276	\$0	\$294	\$2,825
Total Allocated Indirect Costs including Depreciation and Interest	\$26,797	\$35,596	\$24,910	\$0	\$2,121	\$87,736
Total Allocated Indirect/Depreciation Costs (From F)	\$142	\$142	\$111	\$0	\$18	\$415
Annual Supplemental Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$136,888	\$78,689	\$48,561	\$0	\$16,477	\$286,495
Profit (Insert Operating Ratio Below)	\$6,352	\$8,202	\$5,498	\$0	\$1,725	\$29,444
Total Proposed Costs before Pass-Through Cost Allocation	\$115,207	\$86,861	\$45,609	\$0	\$18,662	\$289,546
Contractor Pass-Through Costs						
Interest Expense	\$2,308	\$1,421	\$1,189	\$0	\$288	\$1,906
Total Contractor Pass-Through Costs	\$2,308	\$1,421	\$1,189	\$0	\$288	\$3,812
TOTAL BASE CONTRACTOR'S COMPENSATION	\$117,515	\$88,282	\$46,798	\$0	\$18,950	\$293,358

S&M WIA COLLECTION AGREEMENT
B. Disaggregated Costs - Agency Facilities
 Proposed Compensation 2013

	2012		2011		2010		2009		2008	
Cost of 2012 per year	0	238	0	412	0	5072	0	5072	0	52048
2012/2008 %	0%	4.58%	0%	9.85%	0%	9.75%	0%	9.75%	0%	9.81%
Cost of 2011 per year	342,287	16,736	0	63,698	0	94,360	0	94,360	0	94,360
2011/2008 %	6.49%	31.2%	0%	12.1%	0%	18.1%	0%	18.1%	0%	18.1%
Cost of 2010 per year	0.00	12.13	0.00	907.00	0.00	17.50	0.00	17.50	0.00	17.50
2010/2008 %	0.00%	22.7%	0.00%	22.1%	0.00%	34.5%	0.00%	34.5%	0.00%	34.5%
Cost of 2009 per year	4,795.30	276.00	0.00	6,290	0.00	6,290	0.00	6,290	0.00	6,290
2009/2008 %	9.00%	5.1%	0.00%	15.1%	0.00%	11.7%	0.00%	11.7%	0.00%	11.7%
Cost of 2008 per year	0.00	12.13	0.00	907.00	0.00	17.50	0.00	17.50	0.00	17.50
2008/2008 %	0.00%	22.7%	0.00%	22.1%	0.00%	34.5%	0.00%	34.5%	0.00%	34.5%
Cost of 2007 per year	2,190.11	224.10	0.00	8,290	0.00	6,290	0.00	6,290	0.00	6,290
2007/2008 %	4.30%	1.8%	0.00%	20.1%	0.00%	11.7%	0.00%	11.7%	0.00%	11.7%
Cost of 2006 per year	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
2006/2008 %	0.00%	0%	0.00%	0%	0.00%	0%	0.00%	0%	0.00%	0%
Cost of 2005 per year	442	240	0.00	128	0.00	6,290	0.00	6,290	0.00	6,290
2005/2008 %	0.8%	0.4%	0.00%	0.3%	0.00%	10.0%	0.00%	10.0%	0.00%	10.0%
Cost of 2004 per year	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
2004/2008 %	0.00%	0%	0.00%	0%	0.00%	0%	0.00%	0%	0.00%	0%
Cost of 2003 per year	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
2003/2008 %	0.00%	0%	0.00%	0%	0.00%	0%	0.00%	0%	0.00%	0%
Cost of 2002 per year	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
2002/2008 %	0.00%	0%	0.00%	0%	0.00%	0%	0.00%	0%	0.00%	0%
Cost of 2001 per year	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
2001/2008 %	0.00%	0%	0.00%	0%	0.00%	0%	0.00%	0%	0.00%	0%
Cost of 2000 per year	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
2000/2008 %	0.00%	0%	0.00%	0%	0.00%	0%	0.00%	0%	0.00%	0%

Agency Facilities	Car and the Hold	Car and the Hold	Car and the Hold	Total per the	Agency Facilities	2012		2011		2010		2009		2008	
						2012	2011	2010	2009	2008					
Agency Facilities															
Annual Cost of Operations															
Sheet 1 Labor Related Cost	00	91,140	8476	00	918	91,140	8476	00	918	91,140	8476	00	918	91,140	8476
Wages for OTR	00	5134	5218	00	518	5134	5218	00	518	5134	5218	00	518	5134	5218
Benefits for OTR	00	301	300	00	301	301	300	00	301	301	300	00	301	301	300
Food/Travel	00	303	322	00	302	303	322	00	302	303	322	00	302	303	322
Worker Compensation Insurance	00	11,150	9777	00	912	11,150	9777	00	912	11,150	9777	00	912	11,150	9777
Total Sheet 1 Labor Related Cost	00	11,112	104	00	91	11,112	104	00	91	11,112	104	00	91	11,112	104
Other Sheet Costs	00	9247	9220	00	79	9247	9220	00	79	9247	9220	00	79	9247	9220
Depreciation - Capital Assets	00	9248	9219	00	79	9248	9219	00	79	9248	9219	00	79	9248	9219
Depreciation - Capital Assets	00	9248	9219	00	79	9248	9219	00	79	9248	9219	00	79	9248	9219
Depreciation for Capital Equipment	00	9248	9219	00	79	9248	9219	00	79	9248	9219	00	79	9248	9219
Other	00	9248	9219	00	79	9248	9219	00	79	9248	9219	00	79	9248	9219
Total	00	9248	9219	00	79	9248	9219	00	79	9248	9219	00	79	9248	9219
Annual Labor Cost including Depreciation and Interest (Per %)	00	9247	9220	00	79	9247	9220	00	79	9247	9220	00	79	9247	9220
Contract and Administration (Per % for Agency Costs)	00	9313	9177	00	78	9313	9177	00	78	9313	9177	00	78	9313	9177
Operations	00	9313	9177	00	78	9313	9177	00	78	9313	9177	00	78	9313	9177
Vehicle Maintenance	00	9313	9177	00	78	9313	9177	00	78	9313	9177	00	78	9313	9177
Contract Administration (Per % for Agency Costs)	00	9313	9177	00	78	9313	9177	00	78	9313	9177	00	78	9313	9177
Total Annual Labor Cost including Depreciation and Interest	00	91,140	9198	00	909	91,140	9198	00	909	91,140	9198	00	909	91,140	9198
Total Annual Labor Depreciation Cost (Per %)	00	927	910	00	91	927	910	00	91	927	910	00	91	927	910
Annual Depreciation Cost (Per %)	00	927	910	00	91	927	910	00	91	927	910	00	91	927	910
Annual Depreciation Cost (Per %)	00	927	910	00	91	927	910	00	91	927	910	00	91	927	910
Annual Depreciation Cost (Per %)	00	927	910	00	91	927	910	00	91	927	910	00	91	927	910
Profit (Based on Operating Rate below)	00	9248	9219	00	79	9248	9219	00	79	9248	9219	00	79	9248	9219
90.2%															
Total Operating Cost before Pass-Through Cost Allocation	00	9247	9220	00	79	9247	9220	00	79	9247	9220	00	79	9247	9220
Contractor Pass-Through Costs	00	9108	9102	00	73	9108	9102	00	73	9108	9102	00	73	9108	9102
Interest Expense	00	9108	9102	00	73	9108	9102	00	73	9108	9102	00	73	9108	9102
Total Contractor Pass-Through Costs	00	9108	9102	00	73	9108	9102	00	73	9108	9102	00	73	9108	9102
TOTAL BASE CONTRACTOR COMPENSATION	00	9108	9102	00	73	9108	9102	00	73	9108	9102	00	73	9108	9102

Year	Service Level/Threshold Used for Service Levels Based Year Adjustments			
	L200	L200	L200	2008
2014	0	208	410	0
2013	0	208	412	0
2012	0	208	412	0
2011	0	208	412	0
2010	0	208	412	0
Rolling Three Year Average	-	208	412	0

SAN MATEO COLLECTION AGREEMENT
 D. Unincorporated Counties - Agency Facilities
 Proposed Compensation 2023

Prop 5. Under Bond Adjustment

Y1 CTR 96 - 96 Super (2017 Land as Example)	204,176	204,176	204,176	204,176	204,176	204,176	204,176
Y1 CTR 96 - 96 Super (2017 Land as Example)	204,176	204,176	204,176	204,176	204,176	204,176	204,176
Y1 CTR 96 - 96 Super (2017 Land as Example)	186,876	186,876	186,876	186,876	186,876	186,876	186,876
Y1 CTR 96 - 96 Super (2017 Land as Example)	477,313	477,313	477,313	477,313	477,313	477,313	477,313
Y1 CTR 96 - 96 Super (2017 Land as Example)	477,313	477,313	477,313	477,313	477,313	477,313	477,313
Y1 CTR 96 - 96 Super (2017 Land as Example)	186,876	186,876	186,876	186,876	186,876	186,876	186,876
Y1 CTR 11 - 11 Super (2017 Land as Example)	209,232	209,232	209,232	209,232	209,232	209,232	209,232
Y1 CTR 11 - 11 Super (2017 Land as Example)	209,232	209,232	209,232	209,232	209,232	209,232	209,232
Y1 CTR 11 - 11 Super (2017 Land as Example)	186,876	186,876	186,876	186,876	186,876	186,876	186,876
Y1 CTR 11 - 11 Super (2017 Land as Example)	209,232	209,232	209,232	209,232	209,232	209,232	209,232
Y1 CTR 11 - 11 Super (2017 Land as Example)	209,232	209,232	209,232	209,232	209,232	209,232	209,232
Y1 CTR 11 - 11 Super (2017 Land as Example)	186,876	186,876	186,876	186,876	186,876	186,876	186,876
Y1 CTR 11 - 11 Super (2017 Land as Example)	209,232	209,232	209,232	209,232	209,232	209,232	209,232
Y1 CTR 11 - 11 Super (2017 Land as Example)	209,232	209,232	209,232	209,232	209,232	209,232	209,232
Y1 CTR 11 - 11 Super (2017 Land as Example)	186,876	186,876	186,876	186,876	186,876	186,876	186,876
Y1 CTR 11 - 11 Super (2017 Land as Example)	209,232	209,232	209,232	209,232	209,232	209,232	209,232
Y1 CTR 11 - 11 Super (2017 Land as Example)	209,232	209,232	209,232	209,232	209,232	209,232	209,232
Y1 CTR 11 - 11 Super (2017 Land as Example)	186,876	186,876	186,876	186,876	186,876	186,876	186,876

Agency Facilities	Car and Bus Sold	Car and Bus	Car and Bus	Car and Bus	Car and Bus	Agency Facilities Total
	Value	Expense	Revenue	Expense	Revenue	
Annual Cost of Operations						
Direct Labor Related Costs						
Sign for City	50	\$1,140	\$475	\$238	\$0	\$1,415
Fuel for City	50	\$116	\$238	\$0	\$0	\$454
Fuel for City	50	\$0	\$0	\$0	\$0	\$0
Welder Compensation	50	\$0	\$0	\$0	\$0	\$0
Fuel (over the allowed cost)	50	\$1,831	\$177	\$0	\$0	\$2,008
Other Direct Costs	50	\$112	\$64	\$0	\$0	\$230
Depreciation - California Vehicles	50	\$287	\$238	\$0	\$0	\$525
Depreciation - California Vehicles	50	\$750	\$751	\$0	\$0	\$1,501
Depreciation - California Equipment	50	\$751	\$751	\$0	\$0	\$1,502
Labor	50	\$0	\$0	\$0	\$0	\$0
Adjusted Indirect Costs including Depreciation and Interest From City	50	\$477	\$238	\$0	\$0	\$715
Expense	50	\$438	\$127	\$0	\$0	\$565
Vehicle Maintenance	50	\$179	\$241	\$0	\$0	\$420
Customer Maintenance (over 50% for Agency Cost)	50	\$60	\$29	\$0	\$0	\$89
Total Adjusted Indirect Costs including Depreciation and Interest	50	\$1,427	\$796	\$0	\$0	\$2,223
Total Adjusted Indirect Depreciation (over 50% for Agency Cost)	50	\$23	\$0	\$0	\$0	\$23
Annual Implementation (over 50% for Agency Cost)	50	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	50	\$4,848	\$1,862	\$0	\$0	\$6,710
Profit (less than Operating Costs Index)	50	\$488	\$708	\$0	\$0	\$1,196
94.3%						
Total Operating Costs before Pass Through Cost Adjustments	50	\$3,907	\$1,287	\$0	\$0	\$5,194
Contractor Pass Through Costs						
Interest Expense	50	\$248	\$0	\$0	\$0	\$248
Total Contractor Pass Through Costs	50	\$248	\$0	\$0	\$0	\$248
TOTAL BASE CONTRACTOR'S COMPENSATION	50	\$248	\$0	\$0	\$0	\$248

SEWANA COLLECTION AGREEMENT
 B. Unincorporated County - Agency Facilities
 Proposed Compensation 2021

Step 2: Service Level Adjustments

	2014	2015	2016	2014	2015	2016	2014	2015	2016
2014	0	0	0	208	409	409	0	0	0
2015	0	0	0	208	412	412	0	0	0
2016	0	0	0	208	417	417	0	0	0
Three Year Rolling Three-Year Average	0	0	0	208	409	409	0	0	0
2014	0	0	0	208	412	412	0	0	0
2015	0	0	0	208	412	412	0	0	0
2016	0	0	0	208	417	417	0	0	0
Current Year Rolling Three-Year Average	0	0	0	208	417	417	0	0	0
100% Service Level Adjustment Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%
100% Service Level Adjustment Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%

Agency Facilities	Cost and the Total		Cost and the		Cost and the		Total (Step Two)		Agency Facilities Total
	Value	Change	Value	Percentage	Value	Percentage	Value	Percentage	
Agency Facilities									
Standard Cost of Operations									
Direct Labor Related Costs	36	0	51,412	347%	347%	36	36	51,448	
Supplies for CMAs	36	0	518	322%	322%	36	36	554	
Travel for CMAs	36	0	681	346	346	36	36	717	
Travel Time	36	0	35	31	31	36	36	71	
Wastewater/Compost Services	36	0	35	32	32	36	36	71	
Food (Direct Labor Related Costs)	36	0	51,813	377%	377%	36	36	51,849	
Direct Fuel Costs	36	0	612	364	364	36	36	648	
Other Direct Costs	36	0	327	322%	322%	36	36	363	
Depreciation - Collection Facilities	36	0	329	329	329	36	36	365	
Depreciation - Collection	36	0	329	329	329	36	36	365	
Depreciation for Collection Equipment	36	0	329	329	329	36	36	365	
Travel	36	0	35	31	31	36	36	71	
Adjusted Labor Costs including Operations and Travel from %									
Standard and Administration (Using 10% for Agency Costs)	36	0	327	328	328	36	36	363	
Operations	36	0	518	323	323	36	36	544	
Vehicle Maintenance	36	0	678	329	329	36	36	714	
Collection Expenses (Using 10% for Agency Costs)	36	0	51,417	376	376	36	36	51,453	
Food (Standard Indirect Department Costs from %)	36	0	321	319	319	36	36	357	
Travel (Standard Indirect Department Costs from %)	36	0	35	31	31	36	36	71	
Asset Impairment (Cost Amortization from %)	36	0	329	329	329	36	36	365	
Total Standard Cost of Operations	36	0	64,441	3,242	3,242	36	36	64,477	
Final (Direct Operating Costs below)	36	0	346	319	319	36	36	384	
% 2.5%									
Total Operating Costs before Pass Through Cost Adjustments	36	0	64,787	3,267	3,267	36	36	64,823	
Contractor Pass-Through Costs									
Vehicle Expense	36	0	319	342	342	36	36	355	
Travel (Contractor Pass-Through Costs)	36	0	348	348	348	36	36	384	
TOTAL BASH CONTRACTOR'S COMPENSATION	36	0	65,105	3,610	3,610	36	36	65,141	

Attachment N - Truck Depreciation & Interest Schedule

	2017		Units Purchased by Year						Capital Expenditure Per Year							
			Quantity	Cost/Unit	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Inflation Assumption: 2.00%					
									Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Total	
4 Axle ASL Coll Vehicle	42	335,000	0	15	17	10	0	0	108.2%	0	5,539,722	6,392,251	3,827,148	0	0	15,759,120
3 Axle ASL Coll Vehicle	21	333,000	0	5	10	6	0	0	110.2%	0	1,835,550	3,737,699	2,282,579	0	0	7,855,828
3 Axle ASL (185" Wheel Base)	4	333,000	0	1	1	1	1	0	112.2%	0	367,110	373,770	380,430	387,090	0	1,508,400
3 Axle ASL (185" Wheel Base)	1	333,000	0	0	1	0	0	0	114.2%	0	0	373,770	0	0	0	373,770
4 Axle ASL (185" Wheel Base)	2	335,000	0	1	0	1	0	0	116.2%	0	369,315	0	382,715	0	0	752,030
Pup Trucks SASL (VHTS)	3	179,000	0	0	0	1	2	0	118.2%	0	0	0	204,495	416,151	0	620,646
4 Axle FEL Coll Vehicle	27	364,000	0	9	9	9	0	0		0	3,611,568	3,677,088	3,742,608	0	0	11,031,263
4 Axle REL Coll Vehicle	16	316,000	4	4	4	4	0	0		1,368,194	1,393,474	1,418,754	1,444,034	0	0	5,624,457
3 Axle REL (185" Wheel Base)	2	307,000	0	0	0	1	1	0		0	0	0	350,727	356,867	0	707,593
2 Axle REL (128" Wheel Base)	2	212,000	0	0	0	1	1	0		0	0	0	242,196	246,436	0	488,631
3 Axle SASL (Comm Organics)	1	333,000	0	0	1	0	0	0		0	0	373,770	0	0	0	373,770
3 Axle Roll Offs	3	248,000	0	0	1	1	1	0		0	0	278,363	283,323	288,283	0	849,970
4 Axle Roll Offs	3	287,000	0	0	1	1	1	0		0	0	322,138	327,878	333,618	0	983,634
Cart Delivery Trucks	3	93,000	0	0	0	1	1	1		0	0	0	106,246	108,106	109,966	324,319
Container Delivery Trucks	2	155,000	0	0	1	0	0	1		0	0	173,977	0	0	183,277	357,254
Box Trucks (Loose Bulky)	3	141,000	0	0	0	1	1	1		0	0	0	161,083	163,903	166,723	491,709
Shop Truck GMC 3500	1	72,000	0	0	1	0	0	0		0	0	80,815	0	0	0	80,815
Shop Truck GMC 4500	2	88,000	0	0	1	1	0	0		0	0	98,774	100,534	0	0	199,308
GMC Hyb 1/2 Ton Pick Up's	6	50,000	0	1	2	1	1	1		0	55,122	112,243	57,122	58,122	59,122	341,730
Total Vehicles	144		4	36	50	40	10	4		1,368,194	13,171,859	17,413,413	13,893,117	2,358,575	519,088	48,724,246

	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Total
Depreciation - New Truck Purchases	4,017,000	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	48,724,246
Depreciation - Initial Term Purchases (Year 3)	75,539	75,539	75,539	0	0	0	0	0	0	0	0	0	0	0	0	0	226,617
Total Depreciation	4,092,539	3,056,022	3,056,022	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	48,950,863

Interest (5.5%)	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	14,730,087
Other Interest (Containers)	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	2,447,700
Total	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	17,177,787

Attachment N - Form H - CPI Indexes

CPI-W-Wages

Series ID: CWURA422SA3

Not Seasonally Adjusted

Series: All items in San Francisco-Oakland-San Jose, CA, urban
Title: wage earners and clerical workers, not seasonally
Area: San Francisco-Oakland-San Jose, CA
Item: All items
Base: 1982-84=100
Period:
Years: 2011 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	May to April Average	% Change
2011		226.538		231.600		230.605		231.445		232.371		231.109	232.801	
2012		234.648		238.626		236.890		238.445		240.864		236.454	239.113	2.71%
2013		240.282		241.764		243.052		242.903		243.711		242.802	244.228	2.14%
2014		245.148		247.932		250.085		249.877		250.508		247.680	250.139	2.42%
2015		249.809		252.875		254.736		256.060		256.107		255.492	256.487	2.64%
2016		257.541		259.386		261.017		262.326		264.026		263.222	264.176	3.00%
2017		265.593		268.696										

CPI-W-Medical

Series ID: CWURA422SAM

Not Seasonally Adjusted

Series: Medical care in San Francisco-Oakland-San Jose, CA, urban
Title: wage earners and clerical workers, not seasonally
Area: San Francisco-Oakland-San Jose, CA
Item: Medical care
Base: 1982-84=100
Period:
Years: 2011 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1
2011		300.950		301.029		301.703		302.340		303.473		305.217	304.012	
2012		305.155		306.175		305.735		401.547		400.453		399.467	401.535	1.91%
2013		408.164		404.244		417.242		418.997		418.662		423.808	424.463	5.71%
2014		430.864		438.317										
2015														
2016								476.519		476.977		478.486	477.815	
2017		475.258		481.836										

CPI-U-Motor Fuel

Series ID: CUURA422SETB

Not Seasonally Adjusted

Series: Motor fuel in San Francisco-Oakland-San Jose, CA, all
Title: urban consumers, not seasonally adjusted
Area: San Francisco-Oakland-San Jose, CA
Item: Motor fuel
Base: 1982-84=100
Period:
Years: 2011 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	May to April Average	% Change	
2011		254.643	264.552	297.753	317.689	324.626	295.113	288.352	285.106	295.484	290.739	286.068	271.286	296.328	
2012		280.517	302.724	327.962	317.962	325.378	301.192	285.891	310.778	316.09	336.090	288.389	266.569	302.004	1.02%
2013		274.605	306.602	309.846	300.682	306.012	303.270	301.401	291.569	299.931	284.084	273.032	270.990	291.204	-3.58%
2014		273.919	278.844	297.342	313.005	325.401	312.578	308.499	297.489	287.125	268.189	242.194	216.185	261.711	-10.13%
2015		193.209	209.050	250.324	240.323	269.479	253.019	257.434	247.551	223.945	208.973	202.552	196.642	218.966	-16.37%
2016		195.010	178.296	191.074	202.420	208.843	213.139	209.663	197.818	204.932	207.138	200.994	200.151	209.252	-4.39%
2017		208.379	212.582	223.581	224.218										

CPI-U

Series ID: CUURA422SA0

Not Seasonally Adjusted

Series: All items in San Francisco-Oakland-San Jose, CA, all
Title: urban consumers, not seasonally adjusted
Area: San Francisco-Oakland-San Jose, CA
Item: All items
Base: 1982-84=100
Period:
Years: 2011 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	May to April Average	% Change
2011		229.981		234.121		233.646		234.608		235.331		234.327	235.630	
2012		236.880		238.985		239.806		241.170		242.834		239.533	241.783	2.61%
2013		242.677		244.675		245.935		246.072		248.617		245.711	247.408	2.33%
2014		248.615		251.495		253.317		253.354		254.903		252.273	254.330	2.80%
2015		254.910		257.622		259.117		259.917		261.019		260.289	261.251	2.72%
2016		262.600		264.565		266.041		267.853		270.306		269.483	269.983	3.34%
2017		271.626		274.589										

ATTACHMENT O LIST OF CONTRACTOR'S PERSONNEL

Non-CBA Employees

General Manager -----	1
Administrative Manager -----	1
Operations Manager -----	1
Customer Service Manager -- -----	1
Waste Zero Manager -----	1
Public Relations Manger -----	1
Maintenance Manager -----	1
Accounting Manager -----	0.5
Operations District Manager - -----	1
Operation Supervisors -----	6
Operations Dispatcher -----	1
Waste Zero Specialists -----	6
Customer Service Supervisor -----	1
Subtotal -----	22.5

CBA Employees

Drivers-----	165
Customer Service Representatives-----	15
Maintenance Clerks -----	2
Accounting Staff-----	3
Dispatch Clerks-----	2
Mechanics/Shop Personnel-----	20
Subtotal -----	207
 Total -----	 229.5

List of Contractor's Personnel reflects employees on Recology San Mateo County direct payroll.

**Attachment P
Vehicle Specifications**

(Note: The current Attachment P will be removed in its entirety and replaced with this new Attachment P.)

Specifications are for vehicles to be purchased pursuant to Section 8.04 of Agreement.

Vehicle Type	General Information					Color		Cab and Chasis			Body									
	Type of Vehicle	Material to be collected	Age of Vehicle	Manufacturer and Model	Owned or leased	Cab	Body	Cab Height (inches)	Number of Axles	Overall length w/ Body Mounted (inches)	Collection Method	Rated Capacity	Practical or Net Capacity	No. of Collection Compartments	Net Capacity of each Compartment	Overall Body Length (inches)	Body Height (inches)	Body Width (inches)	Used Oil container and Filter Rack	
1	4 Axle AXL Coll Vehicle	Side Loader	MSW, R, D	New	Autorac ACX 84 Chassis/Neil DF Python Body	Owned	White	White	100	4	415	Automated	28 cu yd	28 cu yd	1	28 cu yd	284	100	96	Yes
2	1 Axle AXL Coll Vehicle	Side Loader	MSW, R, D	New	Autorac ACX 64 Chassis/Neil DF Python Body	Owned	White	White	100	3	415	Automated	28 cu yd	28 cu yd	1	28 cu yd	284	100	96	Yes
3	1 Axle AXL Coll Vehicle	Side Loader	MSW, R, D	New	Autorac ACX 64 Chassis/Neil Rapid Roll Body	Owned	White	White	100	3	415	Automated	28 cu yd	28 cu yd	1	28 cu yd	284	100	96	Yes
4	4 Axle AXL Coll Vehicle	Side Loader	MSW, R, D	New	Autorac ACX 84 Chassis/Neil Rapid Roll Body	Owned	White	White	100	4	415	Automated	28 cu yd	28 cu yd	1	28 cu yd	284	100	96	Yes
5	Pup Trucks 3451 (VMT)	Side Loader	MSW, R, D	New	Freightliner 2196/Neil Retriever Body	Owned	White	White	84	2	288	Semi-Automated	20 cu yd	20 cu yd	1	20 cu yd	158	92	82	Yes
6	4 Axle FEL Coll Vehicle	Front Loader	MSW, R, D	New	Autorac ACS 84 Chassis/Neil Freedom Body	Owned	White	White	100	4	415	Automated	40 cu yd	40 cu yd	1	40 cu yd	292	120	96	No
7	4 Axle REL Coll Vehicle	Rear Loader	MSW, R, D	New	Autorac ACS 84 Chassis/Neil Duraspall 3000 Body	Owned	White	White	100	4	364	Semi-Automated	25 cu yd	25 cu yd	1	25 cu yd	270	144	96	No
8	1 Axle REL (181" Wheel Base)	Rear Loader	MSW, R, D	New	Crane Carrier Chassis/Neil 14000 Body	Owned	White	White	100	3	288	Semi-Automated	16 cu yd	16 cu yd	1	16 cu yd	230	120	96	No
9	2 Axle REL (138" Wheel Base)	Rear Loader	MSW, R, D	New	Crane Carrier Chassis/Neil 14000 Body	Owned	White	White	100	2	288	Semi-Automated	16 cu yd	16 cu yd	1	16 cu yd	230	120	96	No
10	3 Axle SASL (Common Organic)	Side Loader	O	New	Autorac ACS 84 Chassis/Neil Support Side loader Body	Owned	White	White	100	3	415	Semi-Automated	30 cu yd	30 cu yd	1	30 cu yd	284	100	96	No
11	2 Axle Roll Off	Roll-off	MSW, R, D	New	Autorac ACS 84 Chassis/Neil Waste Equipment 27" Body	Owned	White	White	100	2	384	Semi-Automated	10 cu yd	10 cu yd	N/A	N/A	290	58	96	No
12	4 Axle Roll Off	Roll-off	MSW, R, D	New	Autorac ACS 84 Chassis/Neil Waste Equipment 27" Body	Owned	White	White	100	4	384	Semi-Automated	50 cu yd	50 cu yd	N/A	N/A	290	58	96	No
13	Cart Delivery Trucks	Flat Bed	MSW, R, B/C, Container Delivery	New	Freightliner M2-106 228 w/ H&B Inmate Boom	Owned	White	White	94	2	399	Manual	8000 lbs	8000 lbs	1	8000 lbs	288	50	96	No
14	Container Delivery Trucks	Flat Bed	MSW, R, B/C, Container Delivery	New	Freightliner M2-106 248 w/ Liftgate	Owned	White	White	94	2	399	Manual	8000 lbs	8000 lbs	1	8000 lbs	288	50	96	No
15	Box Trucks (Snow Bulky)	Box Van truck	MSW, R, B/C, Container Delivery	New	Freightliner M2-106 248 Box Van w/ Liftgate	Owned	White	White	94	2	399	Manual	8000 lbs	8000 lbs	1	8000 lbs	288	50	96	No
16	Shop Truck GMC 3500	Shop Truck	N/A	New	GMC 3500 HD 1-ton w/ Utility Body, Lift Gate & Compressor	Owned	White	White	76	2	205	N/A	11400 lbs	7620 lbs	N/A	N/A	112	44	96	N/A
17	Shop Truck GMC 4500	Shop Truck	N/A	New	GMC 4500 HD 1-ton w/ Utility Body, Lift Gate & Compressor	Owned	White	White	76	2	205	N/A	11400 lbs	7620 lbs	N/A	N/A	112	44	96	N/A
18	GMC High Lift Tow Pick Up's	Pick-up	N/A	New	GMC 1500	Owned	White	White	74	2	229	N/A	7200 lbs	1870 lbs	N/A	N/A	96	50	62.5	Yes

**Attachment P
Vehicle Specifications**

[Note: The current Attachment P will be removed in its entirety and replaced with this new Attachment P.]

Specifications are for vehicles to be purchased pursuant to Section 8.04 of Agreement.

Vehicle Type	Weight		Fuel		Emissions Rating				Other Specifications		
	Gross Vehicle Weight (lbs)	Tare Weight (lbs)	Fuel Type	Fuel Usage (mpg)	CO	HC	NOx	Particulate Matter	Safety Features	Spill Containment Kit	GPS/On Board Computer System
1 3-Axis ADL Curb Vehicle	18000	15000	Diesel	4	0.05	0.01	0.18	0.00	Fire extinguisher, Triangle Kit, Back-Up radar, Rear View and Street Side Camera	Included	Yes
2 3-Axis ADL Curb Vehicle	18000	15000	Diesel	4	0.05	0.01	0.18	0.00	Fire extinguisher, Triangle Kit, Back-Up radar, Rear View and Street Side Camera	Included	Yes
3 3-Axis ADL Curb Vehicle	12000	10000	Diesel	4	0.05	0.01	0.18	0.00	Fire extinguisher, Triangle Kit, Back-Up radar, Rear View and Street Side Camera	Included	Yes
4 4-Axis ADL Curb Vehicle	16500	13500	Diesel	4	0.05	0.01	0.18	0.00	Fire extinguisher, Triangle Kit, Back-Up radar, Rear View and Street Side Camera	Included	Yes
5 Pop Trucks SASL (VHTS)	16000	17200	Diesel	4	0.05	0.01	0.18	0.00	Fire extinguisher, Triangle Kit, Back-Up radar, Rear View and Street Side Camera	Included	Yes
6 4-Axis FEL Curb Vehicle	17500	16000	Diesel	4	0.05	0.01	0.18	0.00	Fire extinguisher, Triangle Kit, Back-Up radar, Rear View with Alley Camera	Included	Yes
7 4-Axis REL Curb Vehicle	14000	14000	Diesel	4	0.05	0.01	0.18	0.00	Fire extinguisher, Triangle Kit, Back-Up radar, Rear View and Street Side Camera	Included	Yes
8 3-Axis REL (181" Wheel Base)	18000	15000	Diesel	4	0.05	0.01	0.18	0.00	Fire extinguisher, Triangle Kit, Back-Up radar, Rear View and Street Side Camera	Included	Yes
9 2-Axis REL (128" Wheel Base)	18000	15000	Diesel	4	0.05	0.01	0.18	0.00	Fire extinguisher, Triangle Kit, Back-Up radar, Rear View and Street Side Camera	Included	Yes
10 3-Axis SASL (Corner Organizer)	11500	11900	Diesel	4	0.05	0.01	0.18	0.00	Fire extinguisher, Triangle Kit, Back-Up radar, Rear View and Street Side Camera	Included	Yes
11 4-Axis Roll Off	15500	18000	Diesel	4	0.05	0.01	0.18	0.00	Fire extinguisher, Triangle Kit, Back-Up radar	Included	Yes
12 4-Axis Roll Off	15500	18000	Diesel	4	0.05	0.01	0.18	0.00	Fire extinguisher, Triangle Kit, Back-Up radar	Included	Yes
13 Cart Delivery Trucks	40000	20000	Diesel	4	0.05	0.01	0.18	0.00	Fire extinguisher, Triangle Kit, Back-Up radar	Included	Yes
14 Container Delivery Trucks	24000	18000	Diesel	4	0.05	0.01	0.18	0.00	Fire extinguisher, Triangle Kit, Back-Up radar	Included	Yes
15 Box Trucks (Lemon Bulky)	20000	16000	Diesel	4	0.05	0.01	0.18	0.00	Fire extinguisher, Triangle Kit, Back-Up radar	Included	Yes
16 Shop Truck GMC 3500	11400	5721	Diesel	28	N/A	N/A	N/A	N/A	Fire extinguisher, Triangle Kit	Included	No
17 Shop Truck GMC 4500	11400	5721	Diesel	28	N/A	N/A	N/A	N/A	Fire extinguisher, Triangle Kit	Included	No
18 GMC Hyb 1/2 Ton Pick Up's	7100	5227	Gas	22	N/A	N/A	N/A	N/A	Fire extinguisher, Triangle Kit	Included	No

ATTACHMENT Q ADDITIONAL SERVICES

For Rate Years Eleven (2021) through the remaining Rate Years in the Term, the Charges for additional services specified in Attachment Q shall be adjusted annually in accordance with Attachment K.

The Charges for additional services for Rate Year Ten (2020) shall be the Charges for Rate Year Ten (2020) as determined under the 2009 Franchise Agreement. These are the Charges that will be adjusted as provided in Attachment K of this Agreement to determine the Charges for Rate Year Eleven (2021). For this reason, the dollar values of the Charges are listed herein as ¥"\$[TBD]" where TBD is an abbreviation for "to be determined".

Two additional services are included in this Attachment Q there were not in Attachment Q of the 2009 Franchise Agreement. The two new services are Container Relocation Service and Agency-Specific Reporting for Abandoned Waste Collections. Charges for these services are presented in the table below.

¥ Service Charges noted below are for Rate Year 2018.

	Service	Reference	Agency-Approved Charge	Description
Additional Services for Customer				
1	Single-Family Dwelling Backyard Collection Service	Section 5.02.A	See Charges in the table at the end of this Attachment	See Charges in the table at the end of this Attachment
2	Long Distance Service for MFD, Mixed Use, and Commercial Accounts (Note: only applicable to Containers with wheels)	Sections 5.02.B, 5.02.C; and 8.02.B	A – 10% of base monthly Rate of the Collection Rate for each Container requiring Long Distance Service B – 25% of base monthly Rate of the Collection Rate for each Container requiring Long Distance Service.	A – Distance greater than 50 feet and less than or equal to 100 feet B – Distance greater than 100 feet Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.

ATTACHMENT Q ADDITIONAL SERVICES

	Service	Reference	Agency-Approved Charge	Description
3	Container Relocation Service	Sections 5.02B and 8.02B	<p>A – 12% of base monthly Rate of the Collection Rate for each Container requiring Container Relocation Service</p> <p>B – 27% of base monthly Rate of the Collection Rate for each Container requiring Container Relocation Service</p>	<p>A – Distance greater than 50 feet and less than or equal to 100 feet</p> <p>B – Distance greater than 100 feet</p> <p>Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.</p>
4	Extra Pick-up for SFD, MFD, Mixed Use, and Commercial Customers	Sections 5.02.A, 5.02.B, and 5.02.C 6.03.A	25% of the base monthly Rate for the size of Container Collected once per week	Per Collection event per Container for Collection requested by Customer
5	Return Trip (SFD, MFD, Mixed Use, or Commercial)	Sections 8.02.F	\$16.79 for SFD, Commercial, Mixed Use, and MFD	Per Collection event (i.e., request to return and provide Collection service after the Customer failed to properly set out their Container(s) for regularly scheduled Collection)
6	Additional Targeted Recyclable Materials or Organic Materials Cart Service for SFD	Sections 5.03.A, and 5.04.A	\$3.44	Per Cart per month (any Cart size). Six month minimum charge required. Includes one-time Cart delivery upon start of service and removal of Cart when service is discontinued by Customer.
7	Additional On-Call Bulky Item Collection	Sections 5.05, 5.06	\$91.28	Per Bulky Item Collection event (in addition to the events provided at no charge to Customer pursuant to Section 5.05 and 5.06)
8	Collect Contaminated Targeted Recyclable Materials or Organic Materials Container	Section 6.03.A, B, C and 8.02.F	<p>25% of the base monthly Solid Waste Rate for the size of Container Collected once per week</p> <p>Plus \$16.79 Return Trip Fee if applicable</p>	Per Collection event for Container with Contamination Level greater than the maximum level pursuant to Table 1 in Section 6.02.B includes contaminated trash, hazardous waste, loaded weight exceeds limit, etc.

ATTACHMENT Q ADDITIONAL SERVICES

	Service	Reference	Agency-Approved Charge	Description
9	Lock Service (Key Service)	Section 8.02.B	A – \$9.51 per usage B – \$10.63 per usage	Monthly cost: A – Residential Customers B – Commercial Customers
10	Lock Purchase	Section 8.02.B	\$19.02 per lock	Per lock
11	Overage Service	Section 8.02.G	100% of the base monthly Solid Waste Collection Rate	Per Collection event (after the first two events)
12	Overage Bags Cost	Section 8.02.G	50% of the base monthly Solid Waste Collection Rate	Per bag
13	Commercial Container Cleaning Service	Section 8.05.D	A – \$55.97 B – \$95.14	A – per Cart B – per Bin or Drop-Box Charge only applies to Commercial cleaning or Container exchange, in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D
14	SFD Dirty Cart Replacement (Exchange) Service	Section 8.05.D	A – \$83.95 B – \$95.14	A – per 64 gallon Cart B – per 96 gallon Cart Charge only applies to cart cleaning or cart Container exchange
Additional Services for Agency				
15	Additional Confidential Document Destruction Service Event	Section 5.07	\$1,343.13	Per event

ATTACHMENT Q ADDITIONAL SERVICES

	Service	Reference	Agency-Approved Charge	Description
16	Additional Compost Material Delivery	Section 5.11	A – \$139.91 per delivery B – \$279.82 per delivery	A – "one-way" only delivery by Contractor where Contractor delivers to and unloads compost at an Agency-approved location B – "Round-trip" delivery by Contractor where Contractor delivers compost in a Drop Box to an Agency-approved location and returns at a later time or date to pick up the Drop Box and any remaining compost (charge includes the delivery of and later pick-up of the Drop Box)
17	Community Drop-Off Events	Section 5.13	\$19,027.67 per event or day	Per event or day targeting 5,000 households. Does not include disposal or public education expenses.
18	Collection for Agency-Sponsored and Non-Agency sponsored Community Events	Section 5.08	A – \$3,357.82 B – \$5,596.37 C – \$8,394.56	A – One day event with a projected 2,500 or fewer attendees B – One (1) or two (2) day events with a projected 2,501 to 7,500 attendees per day C – One (1) or two (2) day events with a projected 7,501 to 10,000 attendees per day

ATTACHMENT Q ADDITIONAL SERVICES

Backyard Collection Service Charge for Single-Family Dwellings* (Section 5.02.A)				
Distance from Curb**	Backyard Charge for Customers with One (1) Solid Waste Cart	Backyard Charge for Customers with Two (2) Solid Waste Carts	Backyard Charge for Customers with Three (3) Solid Waste Carts	Backyard Charge for Customers with Four (4) Solid Waste Carts
Distance <= 50 feet	\$20.15	\$32.15	\$64.29	\$96.44
50 < Distance <= 100 feet	\$23.50	\$35.50	\$67.65	\$99.80
100 < Distance <= 150 feet	\$26.86	\$38.87	\$71.01	\$103.16
150 < Distance <= 200 feet	\$30.22	\$42.22	\$74.37	\$106.51
200 < Distance <= 250 feet	\$33.58	\$45.58	\$77.72	\$109.87
250 < Distance <= 300 feet	\$36.93	\$48.93	\$81.08	\$113.22
300 < Distance <= 350 feet	\$40.29	\$52.29	\$84.44	\$116.58
Each additional 50 foot increment over 350 feet	Amount equals the difference between the Charge for 250 to 300 feet and 300 to 350 feet			

* Backyard Collection Service Charges are charges added to the base monthly Rate for Single-Family Collection service, and cover the provision of Backyard Collection Service for all of Customer's Solid Waste, Recyclable Materials, and Organic Materials Carts.

** Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Cart, if there is no curb.

Attachment R Secretary's Certificate

{Note: This is a new Attachment to the Model Agreement.}

The undersigned, being the Secretary of Recology San Mateo County, a California corporation (the "Contractor"), does hereby certify that the following resolution was adopted by the Board of Directors of the Contractor and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

"RESOLVED, that any officer of the Contractor or Mario Puccinelli be, and hereby is, authorized to execute by and on behalf of the Company, the Amended and Restated Franchise Agreement between the {Member Agency} and Contractor for Recyclable Materials, Organic Materials, and Solid Waste Collection Services, and any and all other agreements, instruments, documents or papers, as he/she may deem appropriate or necessary, pertaining to or relating to such Agreement, and that any such action taken to date is hereby ratified and approved."

Date

Signature

Cary Chen
Secretary

Attachment S

(Note: This is a new Attachment to the Model Agreement.)

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding by and between Recology San Mateo County (Recology) and the South Bayside Waste Management Authority, a California JPA (SBWMA).

A. Recology is the Franchisee for each of the twelve (12) JPA Member Agencies of the SBWMA for the collection of solid waste and recyclables pursuant to Franchise Agreements (the Franchise Agreements) entered into with each respective Member Agency.

B. Article 11 of the Franchise Agreements all provide that the SBWMA shall annually review the Recology Application for an Adjustment to Contractor's Compensation and provide a report to the SBWMA Board of Directors for consideration of a binding vote to approve the recommended Recology compensation for the subsequent rate year.

C. Article 11 of the Franchise Agreements also provides for an Annual Revenue Reconciliation that reconciles the amount owed to Recology compared to the amount retained by Recology for the prior year which generates a surplus or shortfall by agency. It also calculates interest owed to Recology for a shortfall.

D. In 2012 and 2013, the SBWMA Board approved Recology compensation for rate years 2013 and 2014, respectively, that included a reconciliation of:

1. Any surplus paid to Recology and any shortfall owed to Recology by a Member Agency for 2011 and 2012 were included in setting Recology's total compensation for 2013 and 2014, respectively.

2. Recology submitted to the SBWMA an interest calculation for both years which was charged to Member Agencies on any shortfall and credited interest to Member Agencies on any surplus. The SBWMA reports to the Board included this interest charge or credit by Member Agency in both years.

E. Recology and the SBWMA Board have reviewed their prior understanding regarding the payment of interest and reviewed the language and intent of the Franchise Agreements. Commencing with the Recology Application, due in June 2014, for an Adjustment to Contractor's Compensation for 2015, they desire to clarify the process to calculate interest and conform to the intent of the Agreements as follows:

Attachment S

(Note: This is a new Attachment to the Model Agreement.)

1. Any Member Agency that has generated a surplus balance with Recology for 2013 can receive a refund from Recology provided it requests the refund in writing on or before July 31, 2014, provided the surplus balance was generated due to the Member Agency setting rates higher than those recommended by the SBWMA. If it does not request a refund by July 31, 2014, any such surplus will be accounted for in the Recology Application for an Adjustment in Contactor's Compensation for 2015 and applied to the rate setting recommended for 2015.


2. Any Member Agency that generated a shortfall balance with Recology for 2013 will have the shortfall accounted for in the 2013 Revenue Reconciliation and recommended 2015 rates. However, if the shortfall was the result of the Member Agency setting rates lower in 2013 than had been recommended in the SBWMA Report approved by the SBWMA Board, it shall be charged the prevailing interest rate (prime plus 1%) on the shortfall balance delineated in the 2013 Revenue Reconciliation.

3. No interest will be credited to a Member Agency on any surplus balance for 2013 and in all future years. Member Agencies may request by July 31 of each year and Recology will comply with the request for a refund in a reasonable time frame. Any surplus not requested to be refunded will be credited in the next Revenue Reconciliation and applied to the next Recology Application for an Adjustment to Contractor's Compensation.

4. Recology shall not receive any interest on shortfalls in 2014 and in future years unless the Member Agency adjusts its rates below the rate adjustment recommended in the SBWMA Report and approved by the SBWMA Board.

5. Recology shall not receive any interest on shortfalls in 2014 and in future years if the Member Agency notifies Recology of their intent to pay the shortfall balance by July 31 and makes the payment to Recology by September 30.

SBWMA

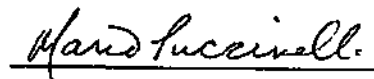
 7-8-15

Kevin McCarthy

Date

Executive Director

RECOLOGY

 7-8-15

Mario Puccinelli

Date

General Manager

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

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

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made as of this 19th day of June, 2018, by and between the City of East Palo Alto, a General Law City in the State of California (hereafter, "Agency" or "City", and RECOLOGY SAN MATEO COUNTY, a California corporation ("Contractor").

12

RECITALS

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

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

17 A. That management of solid waste is a shared responsibility of the State and local
18 governments;

19 B. That it is in the public interest for local governments to be authorized and required to
20 provide adequate solid waste handling services;

21 C. That the amount of solid waste generated in California, coupled with diminishing landfill
22 space, potential adverse environmental impacts from landfilling solid waste, and the need
23 to conserve natural resources have created an urgent need for State and local agencies
24 to enact and implement an aggressive integrated waste management program; and,

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

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

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

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

44 **WHEREAS**, on October 6, 2009, the City Council of the City of East Palo Alto adopted Resolution
45 No. 2978, which awarded an exclusive franchise agreement (Agreement) to Recology San Mateo
46 County (Recology) to provide services, dated October 6, 2009, for the collection of recyclable
47 materials, organic materials, and solid waste for a term of January 1, 2011 through December 31,
48 2020; and,

49

50 **WHEREAS**, on July 2, 2013, the City of East Palo Alto City Council approved Resolution No.
51 4427, authorizing and directing the City Manager to execute a First Amendment to the Franchise
52 Agreement between the City of East Palo Alto and Recology San Mateo County for Recyclables
53 Materials, Organic Materials and Solid Waste Collection Services; and,

54 **WHEREAS**; on April 28, 2016, the SBWMA's Board of Directors directed SBWMA staff to
55 negotiate, acting on behalf of Agency and its other members, with Contractor an extension of the
56 2009 Franchise Agreement, and to do so without a competitive bidding for the collection services;
57 and,

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

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

65 **WHEREAS**; the City Council authorized City staff to negotiate this Amended and Restated
66 Franchise Agreement with a term of fifteen (15) years from January 1, 2021 through December
67 31, 2035, and, on June 19, 2018, authorized the City Manager to execute this Agreement; and,

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

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ARTICLE 1
DEFINITIONS

73 **1.01 DEFINITIONS**

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

76 **1.02 STATUTORY DEFINITIONS**

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

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**ARTICLE 2
REPRESENTATION AND WARRANTIES OF
CONTRACTOR**

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

87 **2.01 CORPORATE STATUS**

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

90 **2.02 CORPORATE AUTHORIZATION**

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

95 **2.03 AGREEMENT DULY EXECUTED**

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

99 **2.04 NO CONFLICT WITH APPLICABLE LAW OR OTHER DOCUMENTS**

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

106 **2.05 NO LITIGATION**

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

114 **2.06 FINANCIAL CONDITION**

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

121 **2.07 ABILITY TO PERFORM**

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

124 **2.08 CONTRACTOR'S INVESTIGATION**

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

131 **2.09 STATEMENTS AND INFORMATION IN PROPOSAL**

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

139 **2.10 IRAN CONTRACTING CERTIFICATION**

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

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

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ARTICLE 3
TERM OF AGREEMENT

154 **3.01 EFFECTIVE DATE AND COMMENCEMENT DATE**

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

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

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

167 **3.02 TERM**

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

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

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

183 As an exception to the foregoing, upon the Effective Date, (i) the 2009 Franchise
184 Agreement shall be amended to extend the Term to 2035 as provided above, and (ii) the
185 2009 Franchise Agreement shall be amended to the extent necessary to give effect to
186 Section 11.02.F of this Agreement.

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188 **3.03 EXTENSION OF TERM**

189 A. **Voluntary Extension.** At Agency's discretion, but subject to Contractor's consent,
190 this Agreement may be extended without amendment for a period of no less than one
191 (1) and no more than five (5) additional years for a total Term that does not exceed
192 thirty (30) years or extend beyond December 31, 2040. If Agency desires to extend
193 the Agreement, Agency shall provide the Contractor with written notice of its intention

194 to extend the Agreement on or before December 31, 2032. Such notice by Agency
195 shall specify the duration of the extension. Contractor shall provide written notice to
196 Agency and SBWMA on or before January 31, 2033 whether it consents to the
197 extension.

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

213 **3.04 CONDITIONS TO EFFECTIVENESS OF AGREEMENT**

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

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

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

- 228 1. **Absence of Litigation.** There shall be no litigation pending on the Effective Date
229 in any court challenging the execution of this Agreement, or seeking to enjoin its
230 performance.
- 231 2. **Effectiveness of Agency's Approval.** The approval of this Agreement by Agency
232 shall have become effective, pursuant to California law.
- 233 3. **Approvals by Other Member Agencies.** On or before June 30, 2018, a minimum
234 of eight (8) of the governing bodies of the SBWMA's Member Agencies,
235 collectively representing at least two thirds (2/3) of the Member Agencies, have
236 approved and signed agreements with Contractor substantially similar to this
237 one.

238 C. **Notice.** If either Party wishes to assert that a condition for its benefit has not been
239 satisfied and has not been waived, it must deliver written notice to that effect to the
240 other party on or before the Effective Date. If no such notice is received, the
241 Agreement will become effective on the Effective Date.

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

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ARTICLE 4
SCOPE OF AGREEMENT

248 **4.01 SCOPE OF AGREEMENT**

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

- 252 1. Solid Waste generated at Residential Premises and Commercial Premises; and,
- 253 2. Source Separated Targeted Recyclable Materials and Source Separated Organic
- 254 Materials generated at Residential Premises.

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

- 257 1. Source Separated Targeted Recyclable Materials and Source Separated Organic
- 258 Materials generated at Commercial Premises;
- 259 2. Major Appliances and Specialty Recyclable or Reusable Materials generated at
- 260 Residential Premises;
- 261 3. Non-putrescible wastes placed in Drop Boxes; and
- 262 4. Solid Waste generated at Agency Facilities.
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264 **4.02 LIMITATIONS ON SCOPE**

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

- 268 A. Solid Waste, Targeted Recyclable Materials, and Organic Materials which are
- 269 transported personally by the Owner or Occupant of the Premises at which they are
- 270 generated (or by his or her employees) to a processing or Disposal facility;
- 271 B. Targeted Recyclable Materials and Organic Materials which are Source Separated
- 272 by the Generator and donated to youth, civic, or charitable organizations;
- 273 C. Recyclable beverage containers, delivered for Recycling under the California
- 274 Beverage Container Recycling Litter Reduction Act, Section 14500 *et seq.* California
- 275 Public Resources Code;
- 276 D. Animal waste and remains from slaughterhouse or butcher shops, grease waste, and
- 277 used cooking oil;
- 278 E. By-products of sewage treatment including sludge, sludge ash, grit, and screenings;
- 279 F. Hazardous Waste, Household Hazardous Waste, and Infectious Waste;
- 280 G. Source Separated E-Scrap and Source Separated Universal Waste;
- 281 H. Organic Materials composted at Residential and Commercial Premises;

- 282 I. Materials generated by State facilities (including public schools), provided that the
283 Generator has arranged services with other Persons or has arranged services with
284 the Contractor through a separate agreement;
- 285 J. The incidental removal of Solid Waste, Recyclable Materials, or Organic Materials
286 when the primary service performed is either of the following:
- 287 1. Landscaping, gardening, weed or refuse abatement, yard clean-up, or grading
288 of a lot; or,
- 289 2. Construction, remodeling, or demolition of a building or structure.
- 290 K. Solid Waste generated at Residential Premises collected by others on an infrequent,
291 unscheduled, "on-call" basis (other than On-Call Bulky Item Collection Service
292 scheduled by Customers per Section 5.05).

293 **4.03 GEOGRAPHIC LIMITS ON CONTRACTOR'S OPERATIONS**

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

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

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**ARTICLE 5
COLLECTION SERVICES**

308 **5.01 GENERAL**

- 309 A. The work to be performed and services to be provided by Contractor include the
- 310 furnishing of all labor, supervision, equipment, materials, supplies, and all other items
- 311 necessary to perform the work and provide the services described, at the times and
- 312 in the manner required by this Agreement. The enumeration of, and specification of
- 313 requirements for, particular items of labor, supervision, equipment, materials, or
- 314 supplies shall not relieve Contractor of the duty to furnish all others, as may be
- 315 required, whether enumerated elsewhere in the Agreement or not.

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

- 323 C. Contractor acknowledges that the Agency is committed to diverting materials from
- 324 Disposal through the implementation of source reduction, donation, reuse, Recycling,
- 325 and composting programs and that the Agency may, at some time in the future,
- 326 implement, in accordance with Section 15.12, new programs that may impact the
- 327 overall quantity or composition of Solid Waste, Targeted Recyclable Materials, and/or
- 328 Organic Materials to be Collected by Contractor.

329 **5.02 SOLID WASTE COLLECTION**

330 **A. Single-Family Dwelling (SFD)**

- 331 1. General. Contractor shall Collect Solid Waste from SFD once per week from
- 332 Contractor-provided Carts, and shall bill the Agency for the service at Agency-
- 333 set Rates. Contractor shall provide extra Collection pick-ups of Containers within
- 334 one (1) Business Day of Customer's request and shall bill Customer at the
- 335 Agency-set Charges specified in Attachment Q.

- 336 2. Collection Location. Contractor shall Collect Carts Curbside unless: (i) the
- 337 Occupant is provided a Special Handling Service exemption; or, (ii) the Customer
- 338 has requested Backyard Collection Service and has agreed to pay for Backyard
- 339 Collection Service at the Agency-approved Charge. Contractor shall bill
- 340 Customers with Backyard Collection Service at Agency-approved Charges
- 341 specified in Attachment Q. For Customers with Special Handling Service and
- 342 Backyard Collection Service, Contractor shall Collect Carts from and return Carts
- 343 to the alternative service location (such as the side yard or backyard) specified
- 344 by the Customer. Contractor shall make reasonable accommodations with
- 345 regard to provision and servicing of Containers (e.g., Container size and type,
- 346 placement of Containers for Collection, etc.) at no additional cost to Customers
- 347 who meet the Agency's Special Handling Service criteria.

- 348 3. Informing Customer of Collection Location Options. Contractor will notify all
- 349 Residential Customers annually of the Special Handling Service and Backyard

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

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

364 **B. Multi-Family Dwellings**

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

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

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

380 If the Container is wheeled and is three (3) cubic yards or less in capacity and is
381 not a Compactor, the standard Rate includes Collection from the Container
382 located Curbside or in enclosures or on private or public property at a distance
383 less than or equal to fifty (50) feet of access by Contractor's vehicle, provided
384 that access to the Container is paved and the slope is less than seven percent
385 (7%). The distance to the Container shall be measured in one of the following
386 ways depending on the conditions of the Premises: (i) from the face of the curb
387 to the nearest edge of the Container, (ii) if there is no curb, from the edge of the
388 roadway nearest the nearest edge of the Container, or (iii) from the lifting
389 mechanism on the Collection vehicle if the vehicle can be driven on the
390 Premises.

391 If the Container does not have wheels, or is greater than three (3) cubic yards in
392 capacity, or is a Compactor, the standard Rate includes Collection from a
393 location accessible by Contractor's vehicle (regardless of the distance from the
394 curb or roadway), provided that access to the Container is paved and the slope
395 is less than seven percent (7%). A slope shall be deemed to be seven percent

396 (7%) or more if the slope measures 7% or more using a slope measurement
397 device.

398 For each Container that does not meet the above accessibility requirements,
399 Contractor shall offer Long Distance Service or Container Relocation Service as
400 described below for Containers that are eligible for such service. If the Container
401 is not eligible for such service, or the Customer notifies Contractor that it does
402 not want such service, then Contractor shall not be required to Collect the
403 Container unless it meets the above accessibility requirements.

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

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

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

432 6. Determination of Service Needs and Disputes. Whether the Customer receives
433 Long Distance Service or Container Relocation Service shall be determined by
434 Contractor in its reasonable discretion based on conditions at the Customer's
435 site or the need to maintain safety or operational efficiency. In the event of a
436 dispute between Contractor and a Customer regarding the Long Distance
437 Service, Container Relocation Service, and/or the distance or degree of slope,
438 Contractor shall provide email notification to Agency and Customer, and Agency
439 shall work with the Contractor and Customer to resolve the dispute. Agency may
440 independently measure the slope and/or distance. Agency shall make the final
441 determination of the service arrangements and whether any Attachment Q
442 Charges apply.

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

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C. Commercial Premises

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

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

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

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

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

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

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D. Agency Facilities

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1. General. Contractor shall Collect Solid Waste from Agency Facilities as frequently as scheduled by the Agency, but not less than once per week. Agency

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- must subscribe to a minimum service level of three (3) times per week Collection in order to be eligible for Collection on Saturday and/or Sunday.
2. Service Methods. Specifically, the Contractor shall offer the following Collection service methodologies to Agency Facilities:
- a. Individual Cart or Bin Service. Contractor shall allow each Agency Facility to use Carts, Bins, Compactors, or Drop Boxes for Solid Waste Collection.
 - b. Centralized Cart or Bin Service. Contractor shall allow each Agency Facility to use Carts or Bins for Solid Waste Collection that are shared by the Occupants of two or more adjacent Agency Facilities. In such case, Contractor shall provide one or more Carts or Bins as requested by the Agency provided that no less than ninety-six (96) gallons of Container capacity is provided for every four (4) Agency Facilities.
 - c. Drop Boxes and Compactors. Contractor shall allow Agency to use a Drop Box or Compactor for Solid Waste Collection to meet the Agency's Disposal needs. In such case, Contractor shall provide Agency with a choice of Container capacities ranging from three (3) to forty (40) cubic yards (or similar sizes). Contractor shall allow Agency to purchase or lease Compactors through an outside vendor. Regular maintenance of Compactors shall be required by Agency (or outside vendor) as frequently as needed to keep the Compactors in good working order and functioning at high compaction levels.
3. Solid Waste from Public Street, Parks, and Parking Lot Litter Receptacles. Contractor shall Collect Solid Waste from public litter receptacles located on streets and in parking lots, and from public litter receptacles in parks that are accessible for Curbside Collection as stated in Attachment B. Contractor shall also Collect Solid Waste that is contained in bags or boxes and placed adjacent to public litter receptacles. These Collections will be made between one (1) and seven (7) Days per week, as determined by Agency. Contractor is responsible for notifying Agency if a public litter receptacle is inoperable within twenty-four (24) hours of observing or being notified of the defect. A list of public litter receptacles is included in Attachment B. Agency shall annually be allowed to increase the number of public litter receptacles provided Collection service by an additional five percent (5%) of the total number of receptacles in service as of January 1 of each Rate Year after Rate Year Eleven (2021) without being billed for such service. The maximum number of public litter receptacles that Contractor will service without billing Agency shall increase by five percent (5%) each Rate Year after Rate Year Eleven (2021), even if Agency does not actually increase the number of receptacles by five percent (5%) in that Rate Year.
4. Scope of Service Requirements. Contractor shall provide the Agency with the Collection services described above at the service locations, service levels, and frequencies identified in Attachment B. Contractor shall provide and maintain Collection Containers for the Agency's use, with the exception of public litter receptacles (or public Solid Waste receptacles) and public Targeted Recyclable Materials receptacles, which shall be provided and maintained by the Agency. Contractor shall offer the type and size of Collection Containers that Contractor provides Commercial Customers pursuant to Section 5.02.C.

535 5. Tonnage Allocation. Contractor may integrate Collection of Solid Waste,
536 Targeted Recyclable Materials, and Organic Materials from Agency Facilities
537 with other Collection services in the Service Area, provided that Contractor
538 attributes estimated Tonnage Collected from Agency Facilities separately from
539 other Customers upon the Agency's request.

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

543 **5.03 TARGETED RECYCLABLE MATERIALS COLLECTION**

544 A. **General.** Contractor shall Collect Targeted Recyclable Materials from Customers
545 that have Source Separated the Targeted Recyclable Materials from Solid Waste and
546 placed these materials in the Customer's Recyclable Materials Collection Container
547 for Collection by Contractor.

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

558 B. **Single-Family Dwellings**

559 1. General. Once per week, Contractor shall Collect Single-Stream Targeted
560 Recyclable Materials from SFD. Contractor shall provide each SFD Customer
561 with one (1) Cart for Single-Stream Targeted Recyclable Materials at no
562 additional charge. Contractor shall provide each Customer with a sixty-four (64)
563 gallon Cart specified in Attachment D, unless Customer requests an alternative
564 Cart specified in Attachment D. Customers can request additional Targeted
565 Recyclable Materials Carts from Contractor for regular weekly Collection
566 service, and Contractor shall bill Customers at Agency-approved Charges
567 specified in Attachment Q.

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

571 3. Used Motor Oil and Used Motor Oil Filters. Contractor shall Collect Used Motor
572 Oil and Used Motor Oil Filters placed at the Collection location by Customer for
573 Collection in Contractor-provided or Contractor-approved Containers.
574 Contractor shall not be required to Collect more than five (5) gallons of Used
575 Motor Oil per Customer per Collection. Contractor shall provide up to five (5)
576 one-gallon translucent plastic Used Oil jugs with screw-on tops for Used Motor
577 Oil Collection and up to five (5) six (6) mil plastic zip-close type bags for Used
578 Motor Oil Filter Collection to SFD Customers, upon Customer's request, within
579 five (5) Business Days of such request, at no additional cost to Customer.
580 Information in English and Spanish, regarding the Used Motor Oil and Used

581 Motor Oil Filter Collection program and instructions for the use and set out of
 582 these materials shall be provided with the Used Motor Oil jugs and Used Motor
 583 Oil Filter bags. Diversion of Used Motor Oil shall be calculated with a conversion
 584 factor of one (1) gallon of Used Motor Oil equaling seven (7) pounds.

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

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

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

600 1. General. Multi-Family Dwelling Customers that subscribe to Solid Waste
 601 Collection service shall be entitled to Single-Stream Targeted Recyclable
 602 Materials Collection at no additional charge, and Contractor shall provide the
 603 level of service required by Multi-Family Dwelling Customers requesting
 604 Recyclable Materials Collection services. Contractor shall provide each Multi-
 605 Family Dwelling Customer with Containers for Single-Stream Targeted
 606 Recyclable Materials Collection. At a minimum, Contractor shall provide twenty
 607 (20) gallons per week of Container capacity for Single-Stream Targeted
 608 Recyclable Materials Collection for every Multi-Family Dwelling at the Premises.
 609 Contractor shall provide each Customer with Carts or Bins as specified in
 610 Attachment D, as requested by the Customer.

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

624 2. Personal Recycling Tote-Bag Distribution. Upon receipt of a request for
 625 Recycling Tote-Bags from a Multi-Family Dwelling Customer or Occupant,
 626 Agency, or SBWMA, Contractor shall: (i) deliver the Recycling Tote-Bags within
 627 five (5) Business Days to the property Owner, property manager, or Occupant

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who requested the Recycling Tote-Bags; (ii) prior to complying with (i), contact the property Owner or property manager directly by phone or in person to determine if additional Recycling Tote-Bags are needed and/or if they are interested in a site assessment of the property; (iii) upon request for a site assessment, ensure that a site assessment is done per the requirements set forth in Section 7.05. Contractor shall provide notification to Agency and SBWMA of the Day which the Tote Bags were delivered and to whom they were delivered with submittal of Contractor's monthly reports per Section 9.05. Contractor's monthly reports shall also include an inventory of Recycling Tote-Bags in stock.

3. Household Battery and Cell Phone Collection

- a. Multi-Family Residential Complexes with individual Recycling Carts for each dwelling unit. Contractor shall Collect Household Batteries and Cell Phones placed on top of the Recyclable Materials Cart in Contractor-provided or Customer-provided clear zip-close or tie-close plastic bags clearly marked "Used Batteries and Cell Phones." Customers will be notified to place all Household Batteries in a clear zip-close plastic bag; tape the contacts of button cell batteries; and wrap cell phones in paper (for protection) prior to placing in the plastic bag. While Customers will be encouraged to follow the participation parameters, Contractor shall be required to Collect the Household Batteries and Cell Phones if Customers do not follow these instructions.
- b. Multi-Family Residential Complexes with Individual, Shared, or Centrally-stored Recycling Carts or Bins. Contractor shall provide one (1) or more centrally located Containers for the accumulation of Household Batteries and Cell Phones. The number and location of the Containers and the frequency of Collection shall be mutually agreed to between the Contractor and the Owner or manager of the complex. In the event the Owner or property manager requests that the materials be Collected on an on-call basis, Contractor shall provide that service at no additional cost.

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

D. **Commercial Premises**

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

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

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

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

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

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

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

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

704 **E. Agency Facilities**

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

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- Contractor shall Collect Single-Stream Targeted Recyclable Materials or other Source Separated Targeted Recyclable Materials Generated at Agency Premises at least once per week or more frequently, up to seven (7) times per week, as scheduled by the Agency provided that the Generator has Source Separated the Targeted Recyclable Materials from Solid Waste and placed the materials in the appropriate Contractor-provided Container. Contractor shall Collect Targeted Recyclable Materials at the designated location agreed upon by Contractor and Agency.
2. Service Methods. Contractor shall allow Agency Facilities to select a Collection service method that best suits the needs of its Premises. Specifically, the Contractor shall offer the following choices to Member Agency Facilities:
- a. Cart service. Contractor shall allow Agency Facilities to use Carts for Targeted Recyclable Materials Collection. Contractor shall provide each Customer with a choice of one (1) or more Carts as specified in Attachment D.
 - b. Bin service. Contractor shall allow Agency Facilities to use Bins for Targeted Recyclable Materials Collection. Contractor shall provide each Agency with a choice of one (1) or more Bins for each Agency Facility.
 - c. Centralized Cart or Bin service. Contractor shall allow Agency Facilities to use Carts or Bins for Targeted Recyclable Materials Collection that are shared by the Occupants of two (2) or more adjacent Agency Facilities. In such case, Contractor shall provide one (1) or more Carts or Bins to such Premises as requested by Agency.
 - d. Drop Boxes and Compactors. Contractor shall allow Agency Facilities to use Drop Boxes or Compactors for the Collection of Targeted Recyclable Materials. Contractor shall allow Agency to purchase or lease Compactors through an outside vendor. Regular maintenance of Compactors shall be required by Agency (or outside vendor) as frequently as needed to keep the Compactors in good working order and functioning at high compaction levels.
3. Public Recycling Receptacles. Contractor shall Collect Recyclable Materials from public Recycling receptacles located on streets and parking lots, and from public Recycling receptacles in parks that are accessible for Curbside Collection. Contractor shall also Collect Recyclable Materials that are contained in bags or boxes and placed adjacent to public Recycling receptacles. These Collections will be made between one (1) and seven (7) Days per week, as determined by Agency. If Contractor concludes upon visual inspection that the Recyclables placed in (or adjacent to) the public Recyclables receptacles have a Contamination Level greater than that which is acceptable at the MRF, Contractor shall Collect the materials as Solid Waste. Contractor is responsible for notifying Agency if a public Recycling receptacle is inoperable within twenty-four (24) hours of observing or being notified of the defect. A list of public Recycling receptacles is included in Attachment B. If persistent contamination occurs in public Recycling receptacles then, at Contractor's request, appropriate Agency staff shall meet with Contractor to discuss ways to address the problem. Contractor shall not bill Agency for the services described in this paragraph.

762 **5.04 ORGANIC MATERIALS COLLECTION**

763 A. **Single-Family Dwelling.** Contractor shall Collect Source Separated Organic
764 Materials from SFD once per week. Collection of Organic Materials, Targeted
765 Recyclable Materials, and Solid Waste from the SFD shall occur on the same Day
766 each week. Contractor shall provide each Customer with one (1) Cart to be used for
767 storage and Collection of Organic Materials at no additional charge. Customers may
768 request additional Organic Materials Carts from Contractor for regular weekly
769 Collection service, and Contractor shall bill Customer at Agency-approved Charges
770 specified in Attachment Q. The Contractor shall provide Customers with a ninety-six
771 (96) gallon Cart as specified in Attachment D, unless the Customer requests an
772 alternative Cart size, in which case, the Contractor shall provide an alternative Cart
773 as specified in Attachment D.

774 For SFD Organic Materials Cart Collection, Contractor shall comply with the same
775 Collection provisions specified for Solid Waste Cart Collection pursuant to Sections
776 5.02.A.2, 5.02.A.3, and 5.02.A.4.

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

783 B. **Multi-Family Premises.** Multi-Family Dwelling Customers shall have the option of
784 voluntarily subscribing to Organic Materials or Plant Materials Collection services.
785 Contractor shall bill Customers for such service at Agency-set Rates. Contractor shall
786 Collect Source Separated Organic Materials or Plant Materials from Multi-Family
787 Residential Complexes that have subscribed to Organic Materials or Plant Materials
788 Collection service as frequently as scheduled by Customer, but not less than once
789 per week. Contractor shall provide each Customer with a choice of Carts or Bins as
790 specified in Attachment D. Contractor shall Collect Organic Materials and Plant
791 Materials at the location agreed upon by Contractor and Customer. The designated
792 Collection location, if disputed by Customer or Contractor, shall be determined by the
793 Agency.

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

797 C. **Commercial Premises.** Commercial Customers shall have the option of voluntarily
798 subscribing to Organic Materials or Plant Materials Collection services, and
799 Contractor shall bill Customers for such service at Agency-set Rates. Contractor shall
800 provide Organic Materials or Plant Materials Collection service to any and all
801 Customers requesting service. Contractor shall Collect Organic Materials or Plant
802 Materials from Commercial Premises that have subscribed to Organic Materials or
803 Plant Materials Collection service as frequently as scheduled by Customer, but not
804 less than once per week.

805 Contractor shall allow Commercial Customers to select a Collection service method
806 that best suits the needs of its Premises. Specifically, the Contractor shall offer to
807 Commercial Organic Materials or Plant Materials Customers the Containers and

808 service choices that are offered for Commercial Solid Waste Collection pursuant to
809 Section 5.02.C.

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

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

816 Contractor shall provide Organic Materials or Plant Materials Collection service to
817 Agency Facilities requesting service. Contractor shall Collect Organic Materials or
818 Plant Materials from Agency Facilities that have subscribed to Organic Materials or
819 Plant Materials Collection service as frequently as scheduled by Agency, but not less
820 than once per week.

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

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

837 Contractor shall deliver a Bin or Drop Box for Holiday Tree Collection to Multi-Family
838 Residential Complexes upon request of the Owner or property manager. Contractor
839 shall provide this Collection service annually commencing January 2 and shall
840 continue to provide this service as long as requests are submitted to Contractor, at
841 no additional cost to Customer(s) and shall not bill Agency for such services. The
842 location for delivery of the Bin or Drop Box shall be agreed upon by the Owner or
843 property manager, and Contractor shall remove the Bin or Drop Box, or Collect the
844 trees loose, on the date requested by the Owner or property manager. If the use of
845 a Bin or Drop Box is not feasible, Contractor shall Collect the un-containerized Holiday
846 Trees from one (1) or more designated consolidation locations (e.g., adjacent to a
847 Solid Waste enclosure) at each Multi-Family Residential Complex as determined by
848 the Owner or property manager. Contractor shall be required to Collect all trees or
849 pieces of trees, which are eight feet (8') or less in length, void of tinsel, lights,
850 ornaments, other decorations, and metal or plastic stands (although flocked trees are
851 acceptable) and are placed in the Bin or Drop Box or at the agreed upon location.
852 Contractor shall make accommodations and provide Collection service for Customers
853 who are unable to cut trees into lengths of eight feet (8') or less at no additional cost
854 to the Customer and shall not bill Agency for such services.

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

861 **5.05 RESIDENTIAL ON-CALL BULKY ITEM COLLECTION SERVICE**

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

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

883 Contractor shall assist Owners and property managers of Multi-Family Residential
884 Complexes with scheduling events to effectively and efficiently provide the volume of
885 Collection service to which the complex is entitled annually based on the number of
886 Residential Premises at the complex. The provision of On-Call Collection of Bulky
887 Items is not intended to encourage or permit Multi-Family Residential Premises to
888 reduce the level of regularly scheduled Solid Waste Collection service that has been
889 previously provided to the complex. If Contractor, in its reasonable business
890 judgment, concludes that an Owner or property manager of a Multi-Family Residential
891 Complex is requesting On-Call Bulky Item Collection in order to reduce its historical
892 level of regular Solid Waste Collection service, Contractor may present a factual
893 report to Agency in support of an application to decline further requests for On-Call
894 Bulky Item Collection events at that complex for the remainder of the calendar year.
895 Within thirty (30) Days, Agency will review the application and report and determine
896 whether Contractor may decline all subsequent requests from that complex for that
897 calendar year or may limit the number of On-Call Bulky Item Collection events it must
898 provide. Until Agency makes, and notifies Contractor of, its determination, Contractor
899 is not required to provide additional On-Call Bulky Item Collection service events to
900 the complex in question.

- 901 C. **Scheduling of Events.** Contractor shall allow the scheduling of On-Call Bulky Item
902 Collection Service events from February 1 through December 31 of each Rate Year.
903 Contractor may provide additional On-Call Bulky Item Collection Service events for a
904 Customer beyond two (2) per Rate Year, and shall bill Customers for additional
905 service at Agency-approved Charges specified in Attachment Q. Contractor is
906 required to notify Customer if they have already received the annually allocated two
907 (2) Collection events within one (1) Business Day of Customer request. If Contractor
908 fails to notify Customer that they have received the annually allocated two (2)
909 Collection events, Contractor shall provide the service and is not entitled to additional
910 Contractor's Compensation from Customer or Agency for a third or subsequent On-
911 Call Bulky Item Collection Service event.
- 912 D. **Accepted Materials.** Residential Premises may place Solid Waste, Recyclable
913 Materials, and/or Organic Materials for Collection with the following allowances:
- 914 1. Solid Waste, Targeted Recyclable Materials, Organic Materials – Up to two (2)
915 cubic yards of materials per event, provided that such materials, except as set
916 forth below have been bagged, boxed, bundled, or containerized by the
917 Customer.
 - 918 2. The Customer may place up to three (3) large items from the categories below:
 - 919 a. Major Appliances – One (1) large appliance per event (e.g., washing
920 machine, clothes dryer, refrigerator, freezer).
 - 921 b. Bulky Items – One (1) large Bulky Item per event (e.g., reusable furniture,
922 mattresses, four tires).
 - 923 c. E-Scrap – One (1) item per event (e.g., a computer, computer monitor, or
924 television).
- 925 Contractor shall reject: liquids or sludge; dirt, rock, concrete or asphalt; materials
926 which exceed five (5) feet in length; commercial-sized refrigerators or freezers;
927 Construction and Demolition Debris; Hazardous Waste; or Infectious Waste.
928 Contractor may reject any individual item that weighs more than two-hundred (200)
929 pounds (excluding Major Appliances) unless Customer has paid, or has agreed in
930 advance to pay, an additional fee for service at Agency-approved Charges specified
931 in Attachment Q. Contractor may reject un-containerized Discarded Materials with
932 the exception of Major Appliances, Bulky Items, E-Scrap, and large pieces of Organic
933 Material such as tree limbs and dimensional lumber.
- 934 E. **Recycling and Reuse.** Contractor shall Collect materials in a manner that
935 maximizes reuse, Recycling, composting, and diversion of materials from Disposal.
936 Contractor shall make reasonable efforts to ensure that diversion goals are met or
937 exceeded. Disposal of materials shall be the Contractor's last option. At a minimum,
938 Contractor shall divert from Disposal: cardboard, E-Scrap, useable furniture, Major
939 Appliances, mattresses, Organic Materials, wood waste, and other reusable or
940 Recyclable Materials.
- 941 F. **Handling Major Appliances.** Major Appliances, Universal Waste, and E-Scrap shall
942 be reused, Recycled, or Disposed by Contractor in accordance with requirements of
943 Applicable Law. Any changes to such regulations made after January 1, 2011 shall
944 be addressed as though they are a Change in Law in accordance with Section 11.05.

945 G. **Collection and Processing Methods.** All materials that can be handled by the SFD
946 Single-Stream Recycling, Organic Materials, or Solid Waste route Collection vehicle
947 would be assigned to one of these vehicles for Collection, with the goal of maximizing
948 diversion. All Collection of Bulky Items will be assigned for Collection by a Collection
949 vehicle, and the driver will segregate items Collected according to their suitability for:
950 (1) reuse or Recycling, and (2) Disposal, prior to their transport to Shoreway
951 Recycling and Disposal Center for processing. Any remaining items will be Collected
952 by a dispatched Collection vehicle. Contractor shall utilize these procedures and
953 vehicles in a manner that provides the maximum diversion of the material Collected
954 from the On-Call Bulky Item Collection Service event.

955 H. **Maximum Number of Daily Events.** Contractor shall schedule up to a maximum of
956 one hundred fifty (150) On-Call Curbside Bulky Item Collection Service events per
957 service day for the SBWMA Service Area ("daily limit"). The maximum number of
958 daily events includes On-Call Bulky Item Collection Service events provided to both
959 Single-Family and Multi-Family Residential Complexes, and those events provided at
960 no charge and events paid for by the Customer, Owner, or property manager.
961 Contractor shall schedule On-Call Curbside Bulky Item Collection Service events no
962 more than ten (10) Business Days after the Owner's or Occupant's request up to the
963 maximum number of daily events. Upon reaching the maximum number of daily
964 events, requested On-Call Curbside Bulky Item Collection Service event shall be
965 scheduled on the next available regularly scheduled Solid Waste Collection Day.

966 SBWMA may adopt an allocation system for On-Call Bulky Item Collection Service
967 events, in order to allocate the "daily limit" for such events among Member Agencies.
968 If adopted, Contractor shall comply with the allocation system.

969 The Agency agrees not to assess Liquidated Damages if Contractor does not meet
970 the ten (10) Business Day requirement if the delay has resulted from (i) the volume
971 of On-Call Bulky Item Collection events being in excess of the "daily limit" for the
972 SBWMA Service Area or Agency, or (ii) the Customer's request to schedule the event
973 on a date more than ten (10) Business Days in the future.

974 Contractor shall notify the SBWMA and Agency when the daily average number of
975 events reaches one hundred and forty (140) events, where the daily average is
976 calculated on a weekly basis. When this threshold occurs, Parties shall meet and
977 confer to agree on a strategy for handling the volume of Bulky Item Collection Service
978 events.

979 **5.06 AGENCY FACILITY ON-CALL BULKY ITEM COLLECTION SERVICE**

980 Contractor shall provide each Agency Facility with one annual On-Call Bulky Item
981 Collection service event and shall not bill Agency for such services. Agency may request
982 additional Bulky Item Collection service events; and, Contractor shall bill for the additional
983 service at Agency-set Charges specified in Attachment Q. The On-Call Bulky Item
984 Collection Service provisions set forth in Section 5.05 shall apply to the On-Call Bulky Item
985 Collection Service provided to Agency Facilities with the following exceptions for
986 frequency and service level/acceptable materials.

987 **A. Frequency of Service**

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

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

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

1004 Contractor shall reject: liquids or sludge; dirt, rock, concrete, or asphalt; materials
 1005 which exceed five (5) feet in length; commercial-sized refrigerators or freezers;
 1006 Construction and Demolition Debris; Hazardous Waste; or, Infectious Waste.
 1007 Contractor may reject any individual item that weighs more than two-hundred (200)
 1008 pounds (excluding Major Appliances) unless Customer has paid, or has agreed in
 1009 advance to pay an additional fee for service at Agency-approved Charges specified
 1010 in Attachment Q, and Contractor may reject un-containerized Discarded Materials
 1011 with the exception of Major Appliances, Bulky Items, E-Scrap, and large pieces of
 1012 Organic Material such as tree limbs and dimensional lumber.

1013 **5.07 CONFIDENTIAL DOCUMENT DESTRUCTION SERVICE EVENT**

1014 The SBWMA will take the lead in scheduling one confidential document destruction
 1015 service event for each Member Agency annually at no additional cost to Agency or
 1016 Customers. The SBWMA will hire and pay for a third party document destruction service
 1017 provider to service the event. The document destruction service provider shall provide
 1018 adequate equipment and staffing necessary for the event and shall ensure full destruction
 1019 of confidential documents and other materials delivered by Customers to the site of the
 1020 event. Contractor shall reimburse the SBWMA for the cost of one confidential document
 1021 destruction event per Member Agency per year, up to maximum of one thousand two
 1022 hundred dollars (\$1,200.00) per event, but otherwise shall have no involvement with the
 1023 event. The cost reimbursement amount shall be adjusted annually commencing with Rate
 1024 Year Twelve (2022) by one hundred percent (100%) of the Annual Index Change in CPI-
 1025 U, as defined in Attachment K.

1026 **5.08 COLLECTION FOR LARGE VENUES AND COMMUNITY EVENTS**

1027 Contractor shall provide Collection services, upon request, to any Venue and Community
 1028 Event within Service Area. Specifically, Contractor shall provide, at a minimum, Solid
 1029 Waste and Targeted Recyclable Materials Collection services, and shall also provide
 1030 Organic Materials Collection services if one (1) cubic yard or more of Organic Material is
 1031 generated per day at the Venue or Community Event. Contractor shall provide Collection
 1032 as frequently as requested by the Agency or the Community Event organizer. Contractor
 1033 shall provide an adequate number and type of Collection Container(s) for the Venue or

1034 Community Event and shall coordinate its Collection services with Agency or Community
1035 Event organizer. Containers shall be appropriately labeled to collect Solid Waste,
1036 Recyclable Materials, or Organic Material, per the requirements specified by the SBWMA.
1037 Upon request of the Agency or the Community Event organizer, Contractor shall provide
1038 an adequate number of its employee(s) for each Community Event to ensure all Solid
1039 Waste, Recyclable Materials, and Organic Materials Collection locations (i.e., Containers
1040 that are placed on-site for use by event patrons) are kept clean and uncontaminated; to
1041 empty or exchange Containers as the need arises; and to respond to overages or spills.

1042 Within ten (10) Business Days of Contractor receiving a request to supply an Community
1043 Event with Solid Waste, Targeted Recyclable Materials, and Organic Materials Collection
1044 services, the Contractor will either meet with or schedule a meeting with the Community
1045 Event organizer to discuss the Community Event's parameters, including location, number
1046 of people attending, type of Community Event, type of food being provided, and other
1047 related issues. Once parameters of the Community Event are determined, proper
1048 Containers will be provided by Contractor, with emphasis on Recycling and diversion of
1049 the materials generated.

1050 Contractor shall also supply and staff an information booth at each Venue and Community
1051 Event, upon request from Agency. In addition, Contractor shall prepare and distribute
1052 information to the public at Venues and Community Events describing the Collection
1053 options available at the Venue or Community Event and promoting Recycling programs in
1054 the Agency, upon request from Agency. All information prepared for distribution to Venues
1055 and Community Events shall be approved by Agency prior to distribution. The Contractor
1056 shall report the Tonnage of material Collected at each Venue and Community Event to the
1057 Agency and, upon Agency request, to the Community Event organizer.

1058 For Venues and Community Events, that are required to comply with the Large Venues
1059 and Events Recycling Law, codified at Public Resources Code Section 42648 et seq.,
1060 Contractor shall assist the Venue or Community Event organizer in preparing a Recycling
1061 plan and reporting all information required by those provisions of the law. Contractor shall
1062 be required to provide, at a minimum, the following information for each Venue or
1063 Community Event:

- 1064 1. List of qualifying large Venues and Community Events in Service Area.
- 1065 2. Physical and mailing address.
- 1066 3. Contact name, address, phone number, and email address.
- 1067 4. Type of Venue or Community Event (e.g., museum, concert, sporting event).
- 1068 5. Status of the Venue or Community Event written waste diversion/Recycling plan.
- 1069 6. A description of the extent in which the plan has been implemented.
- 1070 7. Service level provided (i.e., Solid Waste, Recyclable Materials, and Organic
1071 Materials).
- 1072 8. Tons disposed and diverted, by material type.
- 1073 9. Description of the scope and types of diversion programs provided.
- 1074 10. Other information required by law.

1075 Contractor shall provide the Collection services required by this Section for the Agency-
1076 sponsored Venues and Community Events listed on Attachment C, at no charge to the

1077 Agency or the Community Event organizer. A preliminary list of Agency-sponsored
1078 Venues and Community Events is provided in Attachment C. Agency may add additional
1079 events to those listed in Attachment C or modify this list if events change during the Term
1080 and shall make such modifications as part of the Three-Year Public Education Plan (in
1081 accordance with Section 7.03.B). If the number of events listed in Attachment C increases
1082 during the Term above the number on the preliminary list on Attachment C, Contractor
1083 shall be entitled to receive compensation for the number of additional events provided
1084 service each Rate Year based on the Charges for additional events specified in
1085 Attachment Q. For other Venues and Community Events, Contractor may bill the Venue
1086 or Community Event organizer at the Agency-approved Charges for comparable On-Call
1087 Commercial Solid Waste and Organic Materials Collection Service. Recyclable Materials
1088 Collection service shall be provided at no additional cost to Community Events that
1089 subscribe to Solid Waste or Organic Materials Collection service.

1090 **5.09 ABANDONED WASTE CLEANUP COLLECTION SERVICE**

1091 A. **General.** Contractor shall provide abandoned waste cleanup Collection service to
1092 Agency as provided herein. Contractor shall schedule up to a maximum of thirty (30)
1093 abandoned waste Collection events per service day for the SBWMA Service Area.
1094 Contractor shall make every effort to collect abandoned waste within one (1) Business
1095 Day of being notified by Agency, SBWMA, Customer, or Contractor's vehicle drivers
1096 and route supervisors of the occurrence of abandoned waste or illegal dumping. Upon
1097 reaching the maximum thirty (30) events, Collection of abandoned waste event shall
1098 be scheduled and performed by Contractor on the next available service day. This
1099 service shall require Contractor to Collect abandoned or illegally dumped Solid
1100 Waste, Recyclable Materials, and Organic Materials. This service does not include
1101 Collection of litter or litter abatement activities.

1102 Contractor shall notify the SBWMA and Agency when the daily average number of
1103 events reaches twenty-five (25) events, where the daily average is calculated on a
1104 weekly basis. When this threshold occurs, Parties shall meet and confer to agree on
1105 a strategy for handling the volume of abandoned waste Collection events.

1106 B. **Materials to be Collected.** Contractor shall only be required to Collect abandoned
1107 waste materials of the types that Contractor is required to Collect under the On-Call
1108 Bulky Item Collection program, as specified in Section 5.05.D. Abandoned waste
1109 shall only be Collected by Contractor in public right of ways, and Contractor shall not
1110 be responsible for any Collection of abandoned waste materials that are on private
1111 properties or easements where ownership of properties are in question or shared.

1112 C. **Collection Protocols.** For abandoned Recyclable Materials, Organic Materials, and
1113 Solid Waste, Contractor shall dispatch its regular route drivers to provide Collection
1114 service. For Bulky Items, Contractor shall dispatch a Collection vehicle capable of
1115 Collecting the Bulky Items to provide the Collection service. For other items including,
1116 but not limited to, Hazardous Waste, Household Hazardous Waste, and Sharps,
1117 Contractor shall promptly notify Agency.

1118 D. **Processing.** All abandoned or illegally dumped materials Collected by Contractor
1119 shall be transported to Shoreway Recycling and Disposal Center for processing, with
1120 the exception of scrap metal, and all related diversion statistics shall be included in
1121 the appropriate reports to the Agency for all materials Collected. Contractor shall be
1122 allowed to transport scrap metal directly to a licensed scrap metal recycler.

1123 Contractor shall, to the greatest extent possible, deliver all reusable non-metal
1124 abandoned waste items to local non-profit organizations such as Society of St.
1125 Vincent de Paul and Goodwill Industries, or other organizations as directed by
1126 Agency.

1127 E. **Agency-Specific Reporting.** The Agency may request Contractor to interface with
1128 an Agency-specific web-based application for reporting completion of abandoned
1129 waste collections. In such case, Agency shall compensate Contractor on an annual
1130 basis for this additional effort at a rate to be mutually agreed by Agency and
1131 Contractor.

1132 **5.10 COATS FOR KIDS PROGRAM**

1133 If requested by Agency, Contractor shall implement a "Coats for Kids Program" annually
1134 at no additional cost to Customers and shall not bill Agency for such services. The program
1135 shall consist of Contractor's drivers Collecting coats from Customers on their route over a
1136 one (1) to two (2) week period during the fall, as well as from Collection Containers placed
1137 by Contractor in various public locations specified by Agency, such as libraries, City Hall,
1138 and businesses. The coats collected through this program will be sorted and laundered
1139 by Contractor, and arrangements made by Contractor for distribution to a local non-profit
1140 organization, such as the Family Services Agency. Prior to the implementation of the
1141 program, Contractor shall present a detailed program plan to Agency for review and
1142 approval. All related diversion statistics shall be included in the appropriate reports to the
1143 Agency. Annually, no later than sixty (60) Days prior to the start of the program, Contractor
1144 shall notice Agency regarding the program start and end date.

1145
1146 The general scope of outreach that shall be conducted in order to properly promote the
1147 program shall include, but not be limited to promotion on websites, and distribution of
1148 media such as flyers and press releases.

1149 **5.11 COMPOST GIVE-AWAY**

1150 Contractor shall coordinate with the Agency to host "Bring Your Own Bucket" (BYOB)
1151 giveaway of compost to residents. Contractor shall take the lead in organizing the delivery
1152 of compost by Operator to either Shoreway Environmental Center (if Contractor is
1153 delivering compost in a Drop Box) or directly to the event (by Operator). The BYOB
1154 compost giveaway shall provide residents with free compost to enrich their gardens while
1155 also educating residents on the benefits of home composting. If included in the Three-
1156 Year Public Education Plan as a requirement, Contractor representatives shall be on hand
1157 to distribute Recycling guides and other educational material promoting waste reduction
1158 and Recycling. Contractor is required to deliver to Agency thirty (30) cubic yards of
1159 compost annually in one (1) or two (2) deliveries for the BYOB events and/or for use at
1160 Agency facilities and shall not bill Agency for such services. Agency shall schedule events
1161 as far in advance as possible. Contractor can only schedule up to four (4) events in any
1162 weekend and lead-time is needed to ensure adequate promotion of the event. The
1163 SBWMA will take the lead promoting the BYOB events. If Agency requests delivery of
1164 more than thirty (30) cubic yards of compost annually, Contractor shall provide the delivery
1165 and bill Agency the Charge specified in Attachment Q or Contractor shall be entitled to an
1166 increase in Contractor's Compensation for the Rate Year that the compost is delivered to
1167 Agency based on the Charge specified in Attachment Q.

1168 **5.12 RESERVED**

1169 **5.13 COMMUNITY DROP-OFF EVENTS**

1170 Upon request by Agency, Contractor shall hold drop-off events at a location selected by
1171 the Agency to allow Residential Customers to drop off acceptable materials. Acceptable
1172 materials, which shall be determined by the Agency, may include one or more of the
1173 following: E-Scrap, Universal Waste, Recyclable Materials, Organic Materials, and Solid
1174 Waste.

1175 A. General Requirements. Contractor shall promote, manage, staff, and operate drop-
1176 off event(s) for Residential Customers scheduled for one (1) weekend Day (i.e.,
1177 Saturday or Sunday) or two (2) consecutive weekend Days upon request from
1178 Agency.

1179 The Agency shall approve the date of the drop-off event and all advertisements or
1180 public announcements related to such event. Contractor shall promote the event by
1181 preparing Billing inserts to be included in each Customer's Bill and by advertising in
1182 a minimum of two local area newspapers as approved by the Agency.

1183 Contractor shall manage, staff, and supervise the event. Contractor shall provide
1184 traffic control and signage; inspect materials delivered to the event; separate
1185 materials; document each material type and quantity; transport Collected materials
1186 to reuse, processing, or Disposal locations; and clean up the location at the end of
1187 the event.

1188 Contractor shall not charge Customers delivering materials to the event.

1189 B. Accepted Materials. Customers may deliver and Contractor shall accept Major
1190 Appliances, Bulky Items, Source Separated Targeted Recyclable Materials, Source
1191 Separated Organic Materials, tires (i.e., four (4) per Customer, removed from rims,
1192 no commercial tires), clean unpainted wood, Construction and Demolition Debris,
1193 Universal Waste, E-Scrap, and Solid Waste. Contractor shall be allowed to reject:
1194 liquids or sludge; cement; dirt; asphalt; concrete; Hazardous Waste; or Infectious
1195 Waste. Contractor shall not establish a limit on the volume or weight of materials that
1196 a Customer may bring for Collection.

1197 C. Participants. Contractor shall verify Residents live in the Agency by reviewing a
1198 driver's license or utility bill.

1199 D. Event Hours. Contractor shall accept materials from Residential Customers over one
1200 (1) weekend Day (i.e., Saturday or Sunday) or two (2) consecutive weekend Days
1201 from 8:00 a.m. to 5:00 p.m.

1202 E. Recycling and Reuse. Contractor shall Collect materials in a manner that maximizes
1203 reuse, Recycling, composting, and diversion of materials from Disposal. Contractor
1204 shall make reasonable efforts to ensure that diversion goals are met or exceeded.
1205 Contractor shall separate Recyclable Materials and Organic Materials and transport
1206 such materials to the Designated Transfer and Processing Facility or an alternative
1207 processing site with advance authorization from Agency. Contractor shall coordinate
1208 with re-use vendor(s) to have a representative present at the drop-off event to accept
1209 donated clothes or other reusable items. Disposal of materials shall be the
1210 Contractor's last option.

- 1211 F. Handling Major Appliances. Major Appliances shall be reused, Recycled, or
 1212 Disposed by Contractor in accordance with requirements of Applicable Law. Any
 1213 changes to such regulations made after January 1, 2011 shall be addressed as
 1214 though they are a Change in Law in accordance with Section 11.05.
- 1215 G. Scheduling Community Drop-Off Events. Upon request from Agency, Contractor
 1216 shall promote, manage, staff, and operate community drop-off events described in
 1217 this Section. If Agency exercises such right, it shall provide written notice to
 1218 Contractor at least three (3) months before the first day of the requested drop-off
 1219 event. Agency shall compensate Contractor for such service based on Contractor's
 1220 Charge specified in Attachment Q.
- 1221 H. Confidential Document Destruction Service. If requested by Agency, Contractor shall
 1222 provide confidential document destruction service at the drop off event(s). Contractor
 1223 shall provide adequate equipment and staffing necessary for the event and shall
 1224 ensure full destruction of confidential documents and other materials delivered by
 1225 Customers at the site of the event. This service shall be provided by Contractor at
 1226 no additional cost to Customers and shall not bill Agency for such services.
- 1227 **5.14 MIXED USE BUILDINGS**
- 1228 A. **General.** Contractor shall provide Solid Waste, Targeted Recyclable Materials, and
 1229 Organic Materials Collection services to Mixed Use Building Customers in
 1230 accordance with the requirements for provision of these services to Commercial
 1231 Customers pursuant to Sections 5.02.C, 5.03.D, and 5.04.C. Contractor shall work
 1232 cooperatively with the Owner or property manager of the Mixed Use Building to agree
 1233 on the type and size of Containers to be provided and whether or not the Commercial
 1234 and Residential portions of the Mixed Use Building will share service or have
 1235 designated Containers for Collection.
- 1236 B. **Service Capacity.** For the Residential Premises of the Mixed-Use Buildings,
 1237 Contractor shall provide no less than ninety-six (96) gallons per week of Solid Waste
 1238 Container capacity per week for every five (5) Residential dwelling units. At a
 1239 minimum, Contractor shall provide twenty (20) gallons per week of Container capacity
 1240 for Single-Stream Targeted Recyclable Materials Collection for every Residential
 1241 dwelling at the Mixed-Use Building.
- 1242 C. **Recycling Tote Bags.** Contractor shall provide the Residential Premises units of the
 1243 Mixed Use Building with Recycling Tote Bags in accordance with the Multi-Family
 1244 Recycling Tote Bags requirements pursuant to Section 5.03.C.2.
- 1245 D. **Household Battery and Cell Phone Collection.** Contractor shall provide the
 1246 Residential Premises of the Mixed Use Building with Household Battery and Cell
 1247 Phone Collection in accordance with the Multi-Family Household Battery and Cell
 1248 Phone Collection service requirements pursuant to Section 5.03.C.3.
- 1249 E. **Bulky Item Collection.** Contractor shall provide the Residential Premises of the
 1250 Mixed Use Building with two (2) annual On-Call Curbside Bulky Item Collection
 1251 Service events per Mixed Use Building in accordance with the Multi-Family On-Call
 1252 Bulky Item Collection service requirements pursuant to Section 5.05. Such service
 1253 must be requested by the Owner or property manager.
- 1254 F. **Recycling Promotion.** Contractor shall provide the Residential Premises of the
 1255 Mixed Use Building with the Recycling promotion services that are provided to Multi-

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

1282
1283

ARTICLE 6 TRANSPORTATION

1284 6.01 TRANSPORTATION OF COLLECTED MATERIALS

1285 Contractor shall transport and deliver all Solid Waste, Source Separated Targeted
1286 Recyclable Materials, Used Motor Oil, Used Motor Oil Filters, Household Batteries, Cell
1287 Phones, Bulky Items, Abandoned Waste, and Organic Materials Collected under this
1288 Agreement to the Designated Transfer and Processing Facility. Once Collected materials
1289 are deposited by Contractor at the Designated Transfer and Processing Facility, such
1290 materials shall become the property of SBWMA or Operator. The Contractor is not
1291 responsible for providing processing services except as provided in Section 6.04.

1292 6.02 LIMITATIONS ON CONTAMINATION

- 1293 A. **General.** The Agency is required by the Act and other State legislation/regulations
1294 (such as, but not limited to, AB 341, AB 1594, AB 1826, SB 1061, and SB 1383) and
1295 its implementing regulations to divert a substantial portion of Solid Waste generated
1296 by residents, businesses, and institutions within its Service Area from Disposal at a
1297 landfill. In order to accomplish this, the Agency, through the SBWMA, has made a
1298 major investment in new recycling equipment and facilities at Shoreway Recycling
1299 and Disposal Center. In order for that equipment to operate efficiently, the amount of
1300 Contamination in loads of Recyclable Materials, Organic Materials, and Plant
1301 Materials delivered to Shoreway Recycling and Disposal Center must be limited to
1302 specific levels. Moreover, higher levels of Contamination can make processed
1303 Recyclable Materials unmarketable or substantially reduce the price that purchasers
1304 are willing to pay. The cost that the SBWMA must charge users of Shoreway
1305 Recycling and Disposal Center (including Agency) is directly affected by the amount
1306 of revenue generated by sales of Recyclable Materials processed by its Operator.
1307 Therefore, for both environmental and financial reasons, it is important that Contractor
1308 place a high priority on ensuring that Contamination in loads of Recyclable Materials,
1309 Plant Materials, and Organic Materials delivered to Shoreway Recycling and Disposal
1310 Center is minimized. Contractor shall work collaboratively with Agency and SBWMA
1311 to accomplish this and will implement the specific measures described in this Section
1312 and Section 6.03.
- 1313 B. **Contamination Levels.** The maximum Contamination Levels for each category of
1314 Recyclable Materials, Plant Materials, and Organic Materials are specified in Table
1315 1.

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

1316 If two (2) or more loads from the same route are brought to Shoreway Recycling and
1317 Disposal Center in a given month with Contamination Levels greater than those
1318 specified in Table 1, Contractor shall visually inspect materials at the point of
1319 Collection on that route to identify the source of the Contamination. If the source can
1320 be identified, Contractor shall follow up with the Customer(s) that need further
1321 assistance to reduce Contamination and to resolve the Contamination issue. At any
1322 time, the SBWMA may request for the sampling of a load of materials.

1323 **C. Inspecting for Excessive Contamination in Single Loads**

1324 The Operator will inspect loads of materials delivered to Shoreway Recycling and
1325 Disposal Center. The Operator may set aside for sampling a load of material that
1326 appears to exceed the Contamination Levels in Table 1.

1327 When setting aside a load for sampling, the Operator will document the truck number,
1328 the date and time of delivery, and will take a photograph of the load. The methodology
1329 for sampling of single loads is set forth in Attachment E.

1330 If an entire load is sorted to determine Contamination, as contemplated by
1331 subsections D and E below, then Contractor or its representative shall have the right
1332 to be present at, observe, and photograph and video all aspects of the sort.

1333 **D. Supplemental Processing Fee for Excessive Contamination in Salvageable**
1334 **Single Loads**

1335 If a load of materials is determined based on (1) sorting of the entire load, or (2)
1336 sample testing pursuant to Section 6.02.C to contain Contamination in excess of the
1337 levels specified in Table 1, but is determined by the SBWMA to be salvageable,
1338 Contractor shall be required to pay SBWMA a supplemental processing fee of \$25.00
1339 per Ton for the load.

1340 The supplemental processing fees shall be adjusted annually by the Annual Index
1341 Change in CPI-U in the same manner described in Attachment K.

1342 **E. Payment of Transfer, Transportation, and Disposal of Unsalvageable Single**
1343 **Loads**

1344 If a load of materials is determined based on (1) sorting of the entire load, or (2)
1345 sample testing pursuant to Section 6.02.C to contain Contamination in excess of
1346 the levels specified in Table 1, and is determined by SBWMA to be unsalvageable,
1347 Contractor shall reimburse SBWMA for the cost of transfer, transportation, and
1348 Disposal of the load, which shall be calculated as the weight of the load multiplied
1349 by the then-current per-Ton fee for transfer, transport, and Disposal pursuant to the
1350 agreement between the SBWMA and Operator.

1351 **6.03 CONTRACTOR METHODS OF CONTROLLING CONTAMINATION**

1352 **A. General.** Contractor shall assist in controlling Contamination Levels by helping to
1353 educate Customers on acceptable and non-acceptable materials, by monitoring the
1354 contents of Collection Containers and by refusing to Collect Containers of Targeted
1355 Recyclable Materials, Plant Materials, and Organic Materials that appear to exceed
1356 the maximum Contamination Levels in Section 6.02 Table 1, all as and to the extent
1357 set forth in this Section 6.03.

1358 Drivers that dismount from Collection vehicles in order to empty Containers shall lift
1359 the Container lid and observe the contents. If Contamination appears to be present

1360 in excess of the applicable maximum Contamination Level, the driver will not empty
 1361 the Container, but will instead affix a "non-collection notice." The non-collection
 1362 notice shall (i) inform the Customer of the reason(s) for non-collection, (ii) include the
 1363 date and time the notice was left, and (iii) describe the premium Charge to Customer
 1364 for Contractor to return and Collect the Container after Customer removes the
 1365 Contamination. The driver shall document the non-collection event and a customer
 1366 service representative shall update the Customer's computerized account record to
 1367 note the event. Upon request from Customer, Contractor shall Collect Containers
 1368 that received non-collection notices within one (1) Business Day of Customer's
 1369 request if the request is made at least two (2) Business Days prior to the regularly
 1370 scheduled Collection Day. Contractor shall bill Customer for the extra Collection
 1371 service event ("extra pick-up") at the Agency-set Charges specified in Attachment Q
 1372 only if Contractor notifies Customer of the premium Charge for this service at the time
 1373 the request is made by Customer.

1374 Drivers providing automated Collection service shall observe, via the hopper video
 1375 camera and monitor system, the contents of the Containers as it is being emptied into
 1376 the vehicle. If the driver observes Contamination in excess of the applicable
 1377 maximum Contamination Level, the driver shall affix a "courtesy notice" to the emptied
 1378 Container. The courtesy notice shall (i) inform the Customer of the observed presence
 1379 of unacceptable levels of Contamination, (ii) include the date and time the notice was
 1380 left, (iii) describe the premium charge to Customer for Contractor to return and Collect
 1381 Contaminated Containers after Customer removes the Contamination. The next day
 1382 on which that Customer is to receive service, the driver shall dismount the Collection
 1383 vehicle, lift the lid of the Container, and visually inspect the contents. If the driver
 1384 determines that the Container again contains excess Contamination, the Container
 1385 shall not be Collected. Instead, the driver will record the non-collection event in the
 1386 on-board computer system and shall affix a non-collection notice to the Container.

1387 If a driver observes Hazardous Materials in an uncollected Container, the driver shall
 1388 record that observation in the on-board computer system and also inform the route
 1389 supervisor. The route supervisor shall investigate and initiate applicable action within
 1390 one (1) Business Day.

1391 Whenever a Container at a Commercial or a Multi-Family Dwelling Complex
 1392 Customer is not Collected, Contractor shall contact the Customer on the scheduled
 1393 Collection Day by telephone to explain why the Container was not Collected.
 1394 Whenever a Container is not Collected because of excess Contamination, a customer
 1395 service representative shall contact the Customer to discuss, and encourage the
 1396 Customer to adopt, proper materials-preparation and separation procedures.

1397 **B. Periodic Route Audits.** Contractor shall conduct a route audit of any route from
 1398 which two (2) or more loads are found to exceed the applicable maximum
 1399 Contamination Levels set forth in Section 6.02 Table 1 during any thirty (30) day
 1400 period, as well as any other route whose loads consistently exceed the maximum
 1401 Contamination Levels.

1402 When a route is identified as requiring a route audit, Contractor will provide a route
 1403 auditor to precede the Collection vehicle and physically examine the contents of each
 1404 Container or Cart prior to emptying. The route auditor shall affix non-collection
 1405 notices to at least ninety percent (90%) of all Containers that contain Contamination
 1406 in excess of applicable maximum Contamination Levels.

1407 Contractor shall submit a monthly route audit report within five (5) Business Days
1408 after the end of each route audit that has been conducted during the previous month.
1409 The report shall describe in detail Contractor's conduct of the audit, as well as the
1410 public education and outreach activities that it employed to encourage and facilitate
1411 changes in Customer behavior that will reduce Customers discarding Contamination
1412 in Containers designated for Recyclable Materials or Organic Materials.
1413 The audit of a route shall continue for a period of four (4) consecutive weeks after the
1414 route has been identified as requiring an audit under the first paragraph of this Section
1415 6.03.B.

1416 **6.04 PROCESSING OF OTHER MATERIALS**

1417 Upon request by Agency, and with the prior approval of SBWMA, the Contractor shall be
1418 responsible for, or shall arrange for, processing, Recycling, and/or reuse of Bulky Items,
1419 Major Appliances, and Specialty Recyclable or Reusable Materials (excluding
1420 Construction and Demolition Debris) Collected pursuant to this Agreement. If Agency
1421 determines a need for processing of other materials, changes can be made as described
1422 in Section 15.12.

1423
1424

ARTICLE 7 OTHER SERVICES

1425 **7.01 CUSTOMER BILLING**

1426 A. **Billing.** Agency shall be responsible for Billing Single-Family Customers the base
1427 monthly Rate for services provided by Contractor through the County of San Mateo
1428 property tax collection system. Contractor shall be responsible for Billing Single-
1429 Family Customers for the cost of services provided by Contractor to each individual
1430 Customer exceeding the base monthly Rate collected by Agency. Contractor shall be
1431 responsible for Billing Commercial and Multi-Family Dwelling Customers.

1432 1. **Frequency.** Contractor shall Bill Single-Family Customers quarterly in amounts
1433 equal to the Agency-set Rates and Charges for services provided (in excess of
1434 the base monthly Rate) for a three (3) month period (i.e., using a quarterly
1435 format), unless the Agency requests a more frequent Billing interval in which
1436 case the Contractor shall be entitled to a reasonable adjustment in its
1437 compensation related to the additional costs for the Agency-directed change in
1438 Billing frequency. Contractor shall issue Single-Family Residential Bills three (3)
1439 months in advance in a manner such that one-third (1/3) of SFD Customers are
1440 Billed each month. Contractor shall bill Multi-Family Dwelling and Commercial
1441 Customers monthly in arrears in the amount equal to Customers' subscribed
1442 Rates and Charges for service for a one (1) month period. All deductions for
1443 services paid for on property tax bill shall be noted on all customer statements.

1444 2. **Automated Billing and Payment.** In an effort to reduce paper waste, Contractor
1445 shall make available to all Customers an automated Billing and payment system.
1446 This system should be website-based and allow Customers to view and pay Bills
1447 through Contractor's website. Through the Contractor's website, Customers
1448 may request to cease paper Billing and receive all Bills through e-mail and/or
1449 Contractor's website. Contractor shall ensure that the electronic Billing and
1450 payment website conforms to industry-standard practices for electronic
1451 commerce security. However, Contractor shall ensure that these Customers are
1452 compiled in a list to ensure that Billing inserts are mailed directly.

1453 3. **Bill Format.** Contractor shall Bill Customers using a Bill format (i.e., post-card
1454 Billing format or conventional envelope/insert) approved by the Agency, if
1455 Customer does not opt-out by requesting use of the automated Billing and
1456 payment system. Contractor shall promote the website-based Billing and
1457 payment system on all paper Bills sent to Customers. Agency shall have the
1458 right to revise the Billing format (e.g., size, font, frequency, etc.) and to itemize
1459 certain charges and to review the Billing procedures. Contractor shall be
1460 compensated for any cost increases that result from the Agency-directed change
1461 to the Billing format.

1462 4. **Records.** Contractor shall maintain, for inspection by the Agency, copies of
1463 Customer Billings and receipts, in chronological order, for a period of five (5)
1464 years after the date of service. Contractor shall maintain those records in
1465 electronic format. SBWMA and Agency staff or representatives shall be given
1466 access to such records upon one (1) Business Day notice.

- 1467 Agency shall be allowed to access and review Contractor's Billing systems on
1468 an appointment basis and such access shall not be unreasonably withheld by
1469 Contractor.
- 1470 5. Rates. Agency shall establish, by resolution or ordinance, Rates for the types of
1471 service provided as described in Section 11.07 or elsewhere in this Agreement.
1472 Contractor shall Bill and collect those Agency-set Rates.
- 1473 6. Service Stops. Contractor shall allow Customers to suspend service and
1474 Billings when the Premises are unoccupied, but only with prior written approval
1475 from Agency. Subject to Agency's approval, Single-Family Residential
1476 Customers may suspend service for a minimum of one (1) Service Day on a
1477 maximum of three (3) occasions each Rate Year, and Commercial Customers
1478 may suspend service for a minimum of two (2) Service Days on a maximum of
1479 six (6) occasions each Rate Year. The Billings for both Residential and
1480 Commercial Customers shall be prorated by Contractor in accordance with
1481 Customer's requests to suspend service, when authorized by the Agency.
- 1482 B. **Delinquent Payment**. Residential Customers shall be considered delinquent sixty
1483 (60) Days after start of the quarter in which the services are provided, and Multi-
1484 Family Dwelling and Commercial Customers shall be considered delinquent thirty
1485 (30) Days after payment is due. Contractor shall address the issue of delinquent
1486 payment as specified in Attachment H.
- 1487 C. **Local Office**. Contractor shall maintain a local office in the Shoreway Environmental
1488 Center, located at 225 Shoreway Road, San Carlos, California, for acceptance of in-
1489 person payment of bills. If office space at Shoreway Environmental Center becomes
1490 unavailable for the Contractor's use, Contractor shall establish a local office in the
1491 SBWMA Service Area. Such a change shall be considered an Agency-directed
1492 change in scope and handled in accordance with provisions in Section 15.12. At the
1493 local office, Contractor shall accept as payment personal checks, money orders,
1494 cashiers' checks, and credit cards. The local office shall be open for business from
1495 8:00 a.m. until 5:00 p.m. Monday through Friday, exclusive of Holidays specified in
1496 Attachment A for the local office.
- 1497 D. **Contractor Revenue Collection**. Contractor shall collect revenue for services
1498 described herein on behalf of the Agency. Revenues collected on behalf of the
1499 Agency or SBWMA shall be handled as described in Article 11 of this Agreement.
- 1500 E. **Review of Billings**. Contractor shall review its Billings to Customers, issued
1501 pursuant to Section 7.01.A. The purpose of the review is to determine that the amount
1502 which Contractor is Billing each Customer is correct in terms of the level of service
1503 (i.e., frequency of Collection, size of Container, location of Container) being provided
1504 to such Customer by Contractor. Contractor shall review Customer accounts not less
1505 than once every three (3) calendar years for each Commercial, Multi-Family Dwelling,
1506 and SFD Customer, unless Agency directs Contractor to do so more frequently.
1507 Contractor shall submit to Agency a written report of the status of its review annually
1508 no later than forty-five (45) Days after the end of each calendar year. The intent of
1509 this Section is for Agency to receive reports on an annual basis for one-third (1/3) of
1510 all Customer accounts, and for all Customer accounts to be reviewed every third year
1511 of the Agreement. The scope of the review and the reviewer's work plan shall be
1512 submitted to Agency for approval no later than six (6) months before the submission
1513 of the first report.

1514 F. **Agency or SBWMA Billing Review.** Contractor acknowledges that Agency or
1515 SBWMA may perform, or cause to be performed, Billing reviews periodically.
1516 Contractor agrees to participate and cooperate with SBWMA and Agency and its
1517 agents to accomplish these reviews and conduct any data collection and report
1518 preparation that may be requested. The Contractor's full cooperation with these
1519 reviews may include, but is not limited to: (i) allowing Agency or SBWMA staff or
1520 consultants to ride along with drivers in Collection vehicles during daily Collection
1521 operations; (ii) providing for interviews of personnel at all levels, with or without
1522 management oversight; (iii) providing reporting related to franchised operations
1523 available through Contractor's automated systems; and, (iv) adjusting routing, public
1524 information, outreach, or program availability based upon the recommendations of
1525 the audit, if approved by the SBWMA or Agency.

1526 G. **Privacy of Customer Information.** Contractor shall not distribute or sell Customer,
1527 Owner, or Occupant information such as names, addresses, and telephone numbers
1528 to other Persons with the exception of distribution to the Agency, SBWMA, or its
1529 agents for reporting and contract compliance purposes and distribution to
1530 Contractor's Billing agent (if Contractor uses a Related Party Entity or Subcontractor
1531 for Billing purposes).

1532 **7.02 CUSTOMER SERVICE**

1533 Contractor is responsible for ensuring that all staff and Customer service representatives
1534 (CSR) maintain a professional and courteous demeanor when in contact with Agency,
1535 SBWMA, and the public. Contractor shall be responsible for all employee interactions with
1536 Customers, SBWMA, and Agency staff. Contractor is required to ensure that its
1537 Customers are consistently treated courteously and are presented with timely, responsive,
1538 and thorough solutions to problems and requests for information. Contractor shall meet
1539 monthly to discuss compliance with the Customer service standards described herein if
1540 requested by Agency.

1541 **A. Local Office**

1542 Contractor shall operate a local office at the Shoreway Environmental Center, located
1543 at 225 Shoreway Road, San Carlos. If office space at Shoreway Environmental
1544 Center becomes unavailable for the Contractor's use, Contractor shall establish a
1545 local office in the SBWMA Service Area. Such a change shall be considered an
1546 Agency-directed change in scope and handled in accordance with provisions in
1547 Section 15.12. Contractor's office hours shall be, at a minimum, from 8:00 a.m. to
1548 5:00 p.m., Monday through Friday, exclusive of Holidays specified in Attachment A
1549 for the local office. Contractor shall be responsible for ensuring that a qualified
1550 representative is available at a local office within the SBWMA Service Area during
1551 office hours to communicate with the public and accept Bill payments from
1552 Customers. Contractor shall offer bi-lingual Customer service at the local office by
1553 employing CSRs with English and Spanish language capabilities. The local office
1554 and Customer service telephone number(s) shall either be a local or toll free call.

1555 Contractor's telephone system shall adequately handle the volume of calls typically
1556 experienced on the busiest days. Contractor shall have a company representative,
1557 an answering service, or voice-mail system available for calls received during non-
1558 business hours and Holidays specified in Attachment A for the local office.

1559 Contractor shall employ sufficient Customer service staff and management practices
1560 to ensure that the Average Speed of Answer is equal to or less than thirty (30)
1561 seconds and the maximum Hold Time is ninety (90) seconds or less.

1562 Contractor shall be required to track all informational requests so that appropriate
1563 public outreach materials can be designed to target commonly asked questions.
1564 Contractor shall be responsible for promoting use of the Contractor's website for
1565 scheduling of On-Call Collection Service events and obtaining answers related to
1566 common informational requests through: (i) public education and promotion
1567 materials; and, (ii) a recorded message Customers will hear while on-hold with the
1568 Customer service department.

1569 Contractor shall maintain and publicize an e-mail address whereby Customers can
1570 communicate with the Contractor's Customer service staff. Contractor shall monitor
1571 the email at least once per Business Day, and ensure that a twenty-four (24) hour
1572 response time is maintained.

1573 **B. Customer Service Call Center and Staffing**

1574 Contractor is required to operate a Customer service call center that will serve as the
1575 primary telephone point of contact and information for all services. The Customer
1576 service call center hotline is required to be staffed live during regular business hours
1577 (i.e., Monday through Friday 8:00 a.m. to 5:00 p.m.) by sixteen (16) Customer service
1578 representatives (includes one (1) receptionist who performs Customer service
1579 activities). In addition, the Customer service call center shall offer multi-lingual
1580 Customer service by employing a minimum of two (2) bilingual Customer service
1581 representatives with English and Spanish language capabilities, and contracting with
1582 a service to provide bilingual capacity for other languages including Cantonese,
1583 Mandarin, and Vietnamese. Contractor shall provide immediate access to interpreters
1584 for over one-hundred and seventy-five (175) languages through the use of Language
1585 Line service, or a similar service.

1586 **C. Website**

1587 Contractor shall maintain and publicize an up-to-date website whereby Customers
1588 can conduct business with Contractor in both English and Spanish. Contractor is
1589 required to update the website monthly, and more frequently if necessary. At a
1590 minimum, the website shall:

- 1591 1. Allow Customers to view and pay Bills issued by Contractor, as required in
1592 Section 7.01;
- 1593 2. Allow Customers to schedule services including On-Call Service events, On-Call
1594 Bulky Item Collections, extra Collections, service changes, temporary Drop Box
1595 service, service terminations, and service stops;
- 1596 3. Provide answers to frequently asked questions including: proper Container set-
1597 out instructions; list of acceptable Recyclable and Organic Materials; Collection
1598 Days (in response to Customer input of service address); Billing issues,
1599 Customer service telephone and e-mail contact information; and the Designated
1600 Transfer and Processing Site hours, directions, and acceptable materials;
- 1601 4. Provide complete list of Agency-set Rates and Charges for all Customers;

- 1602 5. Allow Customers to file Complaints and receive from Contractor e-mail
- 1603 responses to Complaints;
- 1604 6. Provide a link to enable Customers to email Contractor; and,
- 1605 7. Maintain and produce visitor logs and reporting including website and individual
- 1606 page visitation, number of web-based Bill payments per month, number of
- 1607 website-submitted Complaints per month, and individual and summary
- 1608 Customer Complaint and resolution reporting.

D. Customer Information System Requirements

1610 Contractor is required to use a Customer information system with software
1611 applications capable of documenting all correspondence and conversations,
1612 pertaining to the services specified herein, between Contractor, Customers,
1613 Occupants, Agency, and SBWMA. The system shall include, at a minimum, the
1614 following data fields:

- 1615 1. Date and time of Customer correspondence or contact with Contractor (e.g.,
- 1616 phone call, email)
- 1617 2. Date and time response was provided
- 1618 3. Date and time resolution was provided
- 1619 4. Customer's name and contact information (multiple phone numbers and email
- 1620 addresses)
- 1621 5. Account address
- 1622 6. Service address,
- 1623 7. Occupant address
- 1624 8. Service location information including:
 - 1625 a. Number of units
 - 1626 b. Number, size, and type of Solid Waste, Organic Materials, and Targeted
 - 1627 Recyclable Materials Containers
 - 1628 c. Collection Service Day
 - 1629 d. Route number
 - 1630 e. Backyard service status
 - 1631 f. Special Handling Service status
 - 1632 g. Bulky Item Collection history (e.g., number of annual services performed,
 - 1633 date requested, date provided)
- 1634 9. Service issue, Complaint, or Inquiry
- 1635 10. Time frame stipulated for Contractor to resolve issue
- 1636 11. Description of Contractor's resolution of service issue or Complaint, or response
- 1637 to Inquiry
- 1638 12. Date and time that Contractor's resolution took place
- 1639 13. CSR or Contractor's employee identification code of employee inputting the
- 1640 Complaint or Inquiry
- 1641 14. CSR or Contractor's employee identification code of employee inputting the
- 1642 resolution
- 1643 15. Parcel numbers provided by City.

- 1644 The system shall be capable of:
- 1645 1. Providing real-time access to complete Customer contact history from the
1646 commencement of service in 2011;
 - 1647 2. Providing Agency and SBWMA the capacity to submit work orders (e.g.,
1648 specifying the Inquiry, Complaint, or request for service) electronically directly to
1649 Contractor using Contractor's web-based software;
 - 1650 3. Documenting non-Collection events including problem description and
1651 resolution;
 - 1652 4. Tracking non-Collection events necessary to fulfill the requirements in Section
1653 8.02(F); and,
 - 1654 5. Fulfilling Customer service reporting requirements as specified in Article 9.
- 1655 E. **Monthly Meetings with Agency.** If requested, Contractor shall meet monthly with
1656 Agency to discuss compliance with the Customer service standards specified in this
1657 Section 7.02, Attachment I (Performance Incentives and Disincentives), and
1658 Attachment J (Liquidated Damages).
- 1659 F. **Quality Assurance Program.** Each month Contractor's Customer service
1660 representatives shall contact by telephone a minimum of two hundred (200)
1661 Customers within the SBWMA Service Area to inquire about the quality of their
1662 Customer service experience when interacting with the Contractor's Customer
1663 service center. The Customers contacted shall be (i) representative of different
1664 Service Sectors, (ii) distributed among Member Agencies, and (iii) selected from
1665 among Customers that have recently contacted the Contractor via phone and spoke
1666 live with a Customer service representative. The Customers contacted each day shall
1667 be randomly selected from the pool of Customers that contacted the Contractor the
1668 prior Business Day and such calls shall be evenly distributed (e.g., approximately 12
1669 to 13 calls per Business Day) throughout the month with some exceptions as follows:
1670 calls will be made during non-peak call volume days (i.e., 2nd, 3rd, and 4th weeks after
1671 billing); and no calls will be made immediately after a holiday. When placing the calls,
1672 the Contractor will use a standardized survey that will be completed during the phone
1673 interview of the Customer. If a message is left with the Customer, the message left
1674 by the Contractor shall direct the Customer to complete an online survey. Both survey
1675 instruments (for phone interviews and online survey) shall have similar questions and
1676 be subject to approval by the SBWMA. Contractor employees placing the calls shall
1677 not be the same employee that spoke to the Customer the prior Business Day;
1678 Contractor employees shall be calling Customers that another employee spoke to the
1679 prior Business Day. Customer service representatives shall ask about (i) Customers'
1680 satisfaction with Solid Waste, Recyclable Materials, Organic Materials, and Bulky
1681 Item Collection services, (ii) Customers' satisfaction of the Customer service
1682 experience when interacting with the Contractor's Customer service department,
1683 and, (iii) Customer's suggestions for opportunities to improve service. The quality
1684 assurance program reporting requirements are specified in subsection 9.05.G.
- 1685 G. **Preprogrammed Call Transfer.** Contractor shall maintain the ability to provide
1686 preprogrammed call transfer service to Agency. With this communications feature in
1687 place, when a Customer calls Contractor about an issue or concern that pertains to
1688 Agency but is not related to Collection services provided by Contractor, Contractor

1689 shall immediately transfer the phone call to the offices of Agency through a dedicated
1690 telephone line designated by Agency.

1691 H. **Customer Service Operations Plan.** Contractor shall annually submit its Customer
1692 service operations plan. The Customer service operations plan shall describe how
1693 Contractor uses its customer relationship management system, linked to on-board
1694 GPS tracking system, to share real-time information between Customers, drivers,
1695 customer service representatives, managers, and SBWMA and Agency staff. The
1696 plan will provide details on how Contractor automatically detects and records
1697 information on each Customer pickup, real-time transmission of service extras,
1698 blocked cars, safety notes, and exceptions to service.

1699 **7.03 PUBLIC EDUCATION AND PROMOTION**

1700 Contractor and Agency agree that all public education activities will be a collaborative
1701 effort among the SBWMA, Agency, and Contractor. Contractor shall be responsible for
1702 ensuring that its Customers consistently receive a high level of service and
1703 responsiveness.

1704 A. **General.** Contractor acknowledges and agrees that education and public awareness
1705 are critical and essential elements of any effort to achieve diversion. Contractor shall
1706 educate Residential and Commercial Customers on the following: (i) the benefits of
1707 source reduction, reuse, Recycling, and Composting and related program
1708 opportunities; (ii) proper handling of Hazardous Waste; (iii) specific services offered
1709 by the Contractor; and (iv) Rates for Collection services. The public education
1710 program shall include distribution of public education materials when Collection
1711 services are changed during the Term; and when new Collection services are
1712 implemented during the Term. In addition, the public education program shall include
1713 on-going education activities throughout the Term. Educational materials that
1714 SBWMA will pay for, produce and jointly distribute, shall include, but not be limited to,
1715 those listed in Section 7.03(D).

1716 B. **Three-Year Public Education and Recycling Technical Assistance Plan.** The
1717 SBWMA, Member Agencies, and Contractor shall cooperate to prepare a joint Public
1718 Education and Recycling Technical Assistance Plan every three (3) years (Three-
1719 Year Plan). The Three-Year Plan will be an SBWMA-wide plan; therefore, separate
1720 plans will not be prepared for each Member Agency. Generally, the Three-Year Plan
1721 will focus on coordinating public education and recycling technical assistance efforts
1722 and making efficient use of each Party's available resources in those areas. In the
1723 case of Contractor, the process may result in modifying Contractor's activities through
1724 a reallocation of Waste Zero Specialists' staff time and public education and outreach
1725 resources, to the extent they can be reallocated without causing the Contractor to
1726 default in performance of its expressed obligations under this Agreement.

1727 The Parties shall cooperate to finalize the Three-Year Plan on or before January 1 of
1728 Rate Years Eleven (2021), Fourteen (2024), Seventeen (2027), Twenty (2030),
1729 Twenty-three (2033) and, if the Term is so extended, Twenty-six (2036) and Twenty-
1730 nine (2039). SBWMA and Contractor shall jointly develop a schedule for preparation
1731 of the Plan, which shall involve the following elements:

- 1732 1. Public Education Plan. Working collaboratively with the Contractor, SBWMA will
1733 develop, and the Contractor shall review, the first section of the Three-Year Plan,
1734 which shall include a detailed list of public education activities to be undertaken

- 1735 by SBWMA and Contractor for the coming three (3) Rate Years. The plan shall
1736 list each public education piece or activity (e.g., newsletters, Bill inserts, flyers,
1737 newspaper advertisements, website enhancements, etc.) to be prepared or
1738 conducted in the coming three (3) Rate Years, the purpose of the piece, the key
1739 subject(s) to be covered, the anticipated date of issuance/completion,
1740 performance standards, and quarterly reporting requirements. In addition, the
1741 plan shall list all Community Events for each Member Agency that the Contractor
1742 plans to attend and the public education it intends to provide at each such event
1743 (e.g., exhibit at Earth Day Event, Chamber of Commerce meetings, etc.) in the
1744 three (3) coming Rate Years.
- 1745 2. Recycling Technical Assistance Plan. Working collaboratively with the SBWMA,
1746 Contractor shall develop a draft of the second section of the Three-Year Plan,
1747 which shall include a detailed list of Commercial, Mixed Use, and Multi-Family
1748 Recycling technical assistance activities to be undertaken by Waste Zero
1749 Specialists for the coming three Rate Years, the objectives of such activities,
1750 specific performance standards for the activities, the anticipated time frames for
1751 completion, the distribution of such activities across Member Agencies, quarterly
1752 reporting requirements, and any specific actions to be undertaken to meet the
1753 specific needs of one or more Member Agencies. Pursuant to Sections 7.04 and
1754 7.13, SBWMA may request an adjustment in the staffing level for the Waste Zero
1755 Specialists.
- 1756 3. Plan Review. SBWMA shall coordinate with the Member Agencies to seek input
1757 on the Three-Year Plan. After Member Agencies have provided their input, the
1758 Contractor shall provide the SBWMA with its final comments for both sections of
1759 the Three-Year Plan two (2) weeks after receiving the revised draft of the plan.
- 1760 4. Completion of Plan Activities. During each Rate Year, the SBWMA, Agency, and
1761 Contractor shall each complete all elements and tasks specified in the Three-
1762 Year Plan that it has agreed to perform, in accordance with the schedule and
1763 budget presented in the Three-Year Plan. The Agency or SBWMA may, by
1764 providing written approval to Contractor, waive or postpone completion of any
1765 requirement of Contractor stated in the Three-Year Plan (it being understood that
1766 such right of Agency shall only apply to activities within Agency's Service Area).
1767 Waste Zero Specialists shall be dedicated to performing services for the SBWMA
1768 and Member Agencies and Customers within the SBWMA Service Area. Their
1769 main focus shall be on performing the tasks identified in the Public Education
1770 and Recycling Technical Assistance Plan. In addition to the tasks defined in the
1771 Public Education and Recycling Technical Assistance Plan, Agency recognizes
1772 that Waste Zero Specialists will participate in Contractor's employee programs
1773 such as company training programs, occasional staff meetings, and other
1774 activities, provided that such participation is commensurate with their position.
- 1775 C. Content and Production Requirements. The SBWMA will prepare all public
1776 education materials and request that they be reviewed by Contractor prior to
1777 production. Contractor shall review and comment on the materials within two (2)
1778 weeks of request from the SBWMA or Agency. Bill inserts shall be designed and
1779 produced by the SBWMA with review and comment by Contractor, and approval from
1780 the Agency.

1781 The public education materials shall emphasize use of visual/graphic images as much
1782 as practical. Furthermore, the materials shall include a clear listing of program
1783 participation parameters and targeted materials.

1784 All public education materials shall be printed on paper containing the highest levels
1785 of recycled-content material reasonably practical.

1786 The SBWMA shall develop a multi-lingual approach to preparing all public education
1787 materials, and all public education materials shall be provided in both English and
1788 Spanish.

1789 **D. SBWMA and Agency Responsibilities**

1790 SBWMA shall take primary responsibility for implementation of the public education
1791 and outreach campaign that will be used to announce changes in Collection services.
1792 Development of the public education and promotion strategy and implementation
1793 schedule will be a collaborative process among Contractor, SBWMA, and Agency.

1794 The SBWMA and Agency's responsibilities with regard to public education and
1795 promotion activities shall include, but not be limited to, the following:

- 1796 1. Provision of public education to SFD, MFD, Commercial, and Agency Facility
1797 Customers with a broad focus on waste prevention, reuse, and Recycling.
- 1798 2. Preparation and distribution of newsletters for all SFD and MFD Occupants, at
1799 frequency determined by SBWMA or Agency.
- 1800 3. Preparation and distribution of Multi-Family Dwelling toolkits for MFD complex
1801 Owners and managers.
- 1802 4. Purchase of desk-side and other interior Targeted Recyclable Materials and
1803 Organic Materials receptacles for Commercial Customers.
- 1804 5. Purchase of Recycling Tote-Bags for distribution to MFD complexes.
- 1805 6. Preparation and distribution of an electronic newsletter for the Commercial sector
1806 and MFD complex managers.
- 1807 7. Preparation and provision of outreach materials to schools.
- 1808 8. Development and maintenance of SBWMA website.
- 1809 9. Production of decals for Used Motor Oil jugs.
- 1810 10. Production of Household Battery and Cell Phone Recycling bags.
- 1811 11. Each Rate Year, SBWMA shall develop and produce the following Bill inserts (for
1812 distribution by Contractor):
 - 1813 a. Annual On-Call Collection Services Collection notice (one (1) SFD Solid
1814 Waste Bill insert).
 - 1815 b. Annual Holiday Tree Recycling notice (separate for SFD and MFD - two
1816 (2) Solid Waste Bill inserts).
 - 1817 c. Annual "Reduce Holiday Packaging" notice (one (1) SFD and MFD Solid
1818 Waste Bill insert).
 - 1819 d. Twice annual compost giveaway notice (two (2) SFD and MFD Solid
1820 Waste Bill inserts).
 - 1821 e. Twice annual Commercial Recycling notice (two (2) Commercial Solid
1822 Waste Bill inserts).

- 1823 f. Annual Commercial Recycling awards notice (one (1) Commercial Solid
1824 Waste Bill insert).
- 1825 12. If Agency or SBWMA requests distribution of additional Bill inserts, SBWMA or
1826 Agency shall develop and produce the Bill inserts.
- 1827 13. Prepare and manage press releases.
- 1828 E. **Contractor Responsibilities.** Contractor will be required to provide the following
1829 services:
- 1830
- 1831 1. Actively collaborate with Agency and SBWMA on the public education strategy
1832 and development of materials.
- 1833 2. Distribute public education and promotion materials to new Customers during
1834 the Term.
- 1835 3. Provide public education door hangers, posters, and other promotional materials
1836 to Multi-Family Dwelling Customers during the Term.
- 1837 4. Deliver Recycling Tote-Bags to MFD complexes.
- 1838 5. Deliver desk-side and other interior Targeted Recyclable Materials and Organic
1839 Materials receptacles for Commercial Customers and Agency Facilities.
- 1840 6. Produce and deliver non-collection notices, in both English and Spanish. The
1841 format and content of the non-collection notices must be approved in advance
1842 by Agency and SBWMA.
- 1843 7. Affix Used Motor Oil Recycling decals to jugs for inclusion in Used Motor Oil
1844 Recycling kits.
- 1845 8. Assemble and deliver Used Motor Oil Recycling kits upon request from SFD
1846 Customers. Kits must be provided to Customer within five (5) Business Days of
1847 Customer request.
- 1848 9. If approved by Agency, deliver Household Battery and Cell Phone Recycling
1849 bags upon request from Customers. Bags must be provided to Customer within
1850 five (5) Business Days of Customer request.
- 1851 10. Staff a booth at local public events and distribute promotional and educational
1852 materials.
- 1853 11. Coordinate with SBWMA regarding SBWMA student tours at Shoreway
1854 Environmental Center; make classroom presentations upon request; provide
1855 school activities for students about the 4Rs.
- 1856 12. Conduct presentations at community meetings, service clubs, senior centers,
1857 and neighborhood associations.
- 1858 13. Promote recycling and organics Collection programs on the sides of Collection
1859 and route supervisors' vehicles. These advertising campaigns must be approved
1860 in advance by Agency and SBWMA.
- 1861 14. Each Rate Year insert with its Bills, up to twelve (12) Solid Waste Bill inserts
1862 produced by SBWMA or Agency. A total of nine (9) Bill inserts are specified in
1863 subsection D above.
- 1864 15. If Agency has specified a post card Bill format, the notices described as "Bill
1865 inserts" shall be separately mailed by Contractor. In addition, if Bills (in whatever
1866 format) are mailed at intervals that do not accommodate the timely distribution of
1867 the specified notices, notices shall be separately mailed as necessary by

- 1868 Contractor. Agency shall reimburse Contractor for any postage fees paid by
1869 Contractor to conduct such separate mailings.
- 1870 16. Contractor's outreach and education material shall place a strong emphasis on
1871 Recycling and reuse, encouraging Customers to take advantage of donation
1872 opportunities offered by local non-profit organizations such as the Society of St.
1873 Vincent de Paul, Goodwill Industries, and the Salvation Army. In addition,
1874 Contractor shall promote other resources for reuse, such as the Freecycle
1875 Network™, an online resource for the free and local exchange of goods, the
1876 Resource Area for Teachers (RAFT), local schools, and other community
1877 organizations that are in need of reusable goods.
- 1878 17. Upon request by Agency, Contractor shall promote its services to Customers
1879 using Agency's email distribution list or an email distribution list authorized by
1880 Agency.
- 1881 18. As appropriate, Contractor shall request SBWMA or Agency to issue press
1882 releases related to programs, and, upon request, provide draft content for such
1883 press releases.
- 1884 **F. Reserved**
- 1885 **G. Meeting Requirements**
- 1886 Upon request from Agency or SBWMA, the general manager or his/her designee is
1887 required to meet quarterly, and more frequently if necessary, with Agency and/or
1888 SBWMA staff to review public education and promotion activities. In addition, the
1889 general manager or his/her designee shall be required to represent Contractor at all
1890 monthly SBWMA Board of Director meetings.
- 1891 **H. Agency Rights**
- 1892 Contractor acknowledges that the public education and promotion activities listed are
1893 critical to the success of Agency's diversion performance relative to the Act and other
1894 State legislation/regulations (such as, but not limited to, AB 341, AB 1594, AB 1826,
1895 SB 1061, and SB 1383). As such, Contractor acknowledges Agency's rights to the
1896 following:
- 1897 1. Contractor shall make available to Agency and SBWMA all public educational
1898 materials used by Contractor, which Agency and SBWMA shall approve prior to
1899 their use;
- 1900 2. Agency and SBWMA shall retain the right to modify, expand, or reduce the
1901 minimum public education requirements;
- 1902 3. Agency may require Contractor to work with a public education consultant
1903 selected by Agency or the SBWMA;
- 1904 4. Agency may perform, or request that the SBWMA perform on its behalf, the
1905 public education efforts assigned to the Contractor; and,
- 1906 5. Agency or SBWMA may provide additional, supplemental public education
1907 materials as it deems appropriate.
- 1908 **I. Reporting Requirements**
- 1909 Contractor shall prepare and submit reports related to its public education activities
1910 as provided in Article 9.

1911 J. **Service Notice**

1912 Contractor shall periodically prepare and distribute to each Customer a notice listing
1913 Agency-set Rates for standard Collection services, Agency-set Charges for other
1914 services, annual Holiday Collection Schedule, and a general summary of services
1915 required under this Agreement to be provided Customers and optional services which
1916 may be furnished by Contractor. Such notice shall be approved by the Agency prior
1917 to distribution.

1918 7.04 **COMMERCIAL RECYCLING PROMOTION PROGRAM**

1919 A. **Commercial Recycling Promotion Program Staff.** Contractor shall maintain a
1920 Commercial Recycling promotion program staff that will be primarily responsible for
1921 supporting Commercial, Mixed Use Building, and Multi-Family Dwelling Accounts and
1922 Agency Facilities Recycling-related and Organics-related Collection services. The
1923 Commercial Recycling promotion staff for the SBWMA Service Area shall consist of
1924 Waste Zero Specialists (recycling coordinators), as specified in Attachment O.

1925 Contractor shall notify Agency and SBWMA within ten (10) Business Days if any of
1926 the Waste Zero Specialists resigns or is terminated from employment, and shall use
1927 reasonable good faith efforts to initiate recruitment of the position within thirty (30)
1928 days.

1929 If Contractor has one or more Waste Zero Specialist positions unfilled, as approved
1930 in the Three-Year Recycling Technical Assistance Plan, for more than ninety (90)
1931 Days, Contractor and SBWMA shall meet and confer regarding the reasons for the
1932 difficulty in filling the position(s) and ways to remedy the employment gap. In addition,
1933 Contractor shall reimburse Agency for the cost of each such unfilled position for the
1934 period exceeding ninety (90) Days. The Contractor shall calculate the cost
1935 reimbursement for the unfilled position(s) including the avoided cost of wages,
1936 benefits, payroll taxes, and workers compensation insurance, for such position and
1937 shall provide supporting documentation justifying its cost reimbursement calculations.
1938 Such reimbursement shall be made as a deduction to Contractor's Compensation
1939 through the annual Contractor's Compensation adjustment process described in
1940 Article 11 and Attachment K.

1941 SBWMA reserves the right to request an increase or decreases in the number of
1942 Waste Zero Specialists. Such a change shall be considered an Agency-directed
1943 change in service and handled in accordance with provisions in Section 15.12.

1944 B. **Signs and Placards.** Contractor shall be responsible for preparing, distributing, and
1945 posting signs at Commercial Collection Premises that promote Targeted Recyclable
1946 Materials and Organic Materials Collection services, describe the program
1947 requirements, and identify allowable and prohibited types of materials for Collection.
1948 At a minimum, the signs or placards shall be durable and weather resistant, and
1949 affixed in the Container areas. Upon request from Customer, Contractor shall provide
1950 signs and Container labeling in a second language such as, but not limited to,
1951 Spanish. Within ten (10) Business Days of a Customer's request, Contractor shall
1952 provide extra signs for use in areas such as employee training areas, break rooms,
1953 kitchens, and janitorial areas at Commercial Premises. The design of all signs and
1954 placards shall be approved by Agency and/or SBWMA prior to distribution by
1955 Contractor.

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- C. **Community Events.** At the direction of the Agency or SBMWA, Contractor shall participate in and promote diversion techniques at Community Events and local activities. Participation includes providing educational and public outreach information and promotional giveaways in an effort to promote the Agency's waste reduction and recycling program goals. Each year the Community Events that Contractor agrees to participate in shall be outlined in the Three-Year Public Education Plan described in Section 7.03.B. Attachment C presents a preliminary list of the Community Events, which may be modified annually through the development of the Three-Year Public Education Plan, as described in Section 5.08.
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- D. **Notification to Commercial Customers.** Immediately upon request from a new or current Customer for new or changes in service, Contractor shall notify Customer by phone or email of the Targeted Recyclable Materials and Organic Materials Collection services offered by Contractor. Such notification shall be made available in English and Spanish.
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- E. **Targeted Commercial Recycling Promotion.** To assist Customers in maximizing participation in Recyclable Materials and Organic Materials Collection programs, Contractor shall provide Commercial Customers with on-site waste assessments based on visual assessment of Collection Containers and technical assistance in selecting appropriate service levels. In providing such assistance, Contractor shall follow the Three-Year Recycling Technical Assistance Plan described in Section 7.03.B, which will include details on the type of Commercial Recycling technical assistance promotion and the number of waste assessments for Customers to be provided in Agency's Service Area. For all other Commercial Customers not specified in the Three-Year Plan, Contractor shall provide technical assistance as needed or requested and visual on-site Collection Container assessments. Contractor shall document the names of the Customers receiving the waste assessments, the date of the assessment, the Solid Waste, Source Separated or Targeted Recyclable Materials, or Organic Materials service levels at the time of the assessment, and recommended changes to service level(s). Upon request, Contractor shall provide details of waste assessments to Agency or SBWMA.
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- F. **Enclosure Specifications.** Contractor shall work with the Agency to develop standard specifications for Collection Container enclosures at Multi-Family Residential Complexes, Mixed Use Buildings, and Commercial Premises to ensure that Container enclosures have adequate space and suitable configuration to allow the Contractor to safely and efficiently service the Containers. The enclosure specifications shall require provision of adequate space for Solid Waste, Targeted Recyclable Materials, and Organic Materials Collection Containers. Contractor provided the enclosure specifications to the Agency on or before the effective date of the 2009 Franchise Agreement and shall be required to update these specifications as frequently as needed or as requested by Agency.
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- G. **Plan Review.** Contractor shall review plans for land use or property developments, upon request of the Agency, to assess the adequacy of Container enclosure space allowances for Solid Waste, Recyclable Materials, and Organic Materials Collection Containers and the accessibility of Containers by Collection vehicles. The Contractor's review shall be completed by the Contractor within ten (10) Business Days of request by Agency and receipt of the project design drawings. If site conditions warrant, the Contractor shall conduct a site visit of the proposed property to complete its evaluation. The Contractor's review shall be summarized in a letter

- 2004 report that states acceptability of the proposed enclosure arrangements or notes
- 2005 specific changes that are required to comply with the enclosure specification. The
- 2006 letter report shall be signed by the Person that conducted the review, or designee, on
- 2007 behalf of the Contractor. This review shall include, but not be limited to:
- 2008 1. Adequacy of the Container enclosure space to store Containers for the
- 2009 anticipated volume of Solid Waste, Targeted Recyclable Materials, and Organic
- 2010 Materials generated by a development of the size and purpose contemplated;
- 2011 2. Adequacy of Container enclosure space to store Containers for Solid Waste,
- 2012 Targeted Recyclable Materials, and Organic Materials in a fashion that allows for
- 2013 the greatest possible diversion of materials; and,
- 2014 3. Adequacy and accessibility of the Container enclosure space for Contractor to
- 2015 safely and efficiently service all Containers in the contemplated service locations
- 2016 taking into account the dimensions of the enclosure space, the access road
- 2017 dimensions, parking arrangements, pedestrian traffic, change in elevation, other
- 2018 site considerations, and Collection vehicle capabilities.
- 2019 H. **Reporting.** Contractor shall prepare and submit reports related to the Commercial
- 2020 Recycling promotion program as provided in Article 9.
- 2021 I. **Mandatory Commercial Recycling Assistance to Agency.** Contractor shall assist
- 2022 Agency and SBWMA with implementing, monitoring, and reporting on Commercial,
- 2023 Mixed Use, and MFD Customers' compliance with requirements for Recyclable
- 2024 Materials and Organic Materials diversion under AB 341, AB 1826, or other similar
- 2025 Applicable Law. Upon Agency's reasonable request and in accordance with Section
- 2026 9.09.E, Contractor shall provide Agency with periodic reports on Commercial, Mixed
- 2027 Use, and MFD Customers that do not appear to be complying with State or local
- 2028 diversion regulations, policies, or requirements of, based on the observations of
- 2029 Contractor's employees and/or subscription data.

2030 **7.05 MULTI-FAMILY RECYCLING PROMOTION PROGRAM**

- 2031 A. **Multi-Family Dwelling Promotion.** Contractor shall provide Waste Zero Specialists
- 2032 to work directly with Owners or property managers of Multi-Family Residential
- 2033 Complexes to implement the Single-Stream Targeted Recyclable Materials and
- 2034 Organic Materials Collection services, and to assess Customer service for all Multi-
- 2035 Family Residential Complexes. The Multi-Family complexes that Contractor shall
- 2036 visit each year and the outreach activities that shall be performed shall be outlined in
- 2037 the Three-Year Recycling Technical Assistance Plan described in Section 7.03.B and
- 2038 approved by the Agency and SBWMA. The Contractor's implementation activities
- 2039 may include, but shall not be limited to, the following types of tasks for Multi-Family
- 2040 Residential Complexes that subscribe to Single-Stream Targeted Recyclable
- 2041 Materials and/or Organics Materials Collection services:
- 2042 1. Site Assessments. Contractor shall contact or meet in person with Owner or
- 2043 property manager to explain the Single-Stream Targeted Recyclable Materials
- 2044 and/or Organics Materials Collection program of Multi-Family Residential
- 2045 Complexes containing five (5) or more Residential units to determine the
- 2046 appropriate number and type of Solid Waste and Recyclable Materials
- 2047 Containers and the frequency of Collection. As part of its standard Collection
- 2048 Services, Contractor shall provide Containers for Organics Material such as
- 2049 Food Scraps, compostable paper, and Plant Materials, and Single-Stream

2050 Targeted Recyclable Materials or Source Separated Targeted Recyclable
2051 Materials such as newspaper, cardboard, mixed paper, glass, aluminum, etc.
2052 depending on the needs of the Multi-Family Residential Complex. If practical,
2053 Contractor shall locate the Solid Waste, Recyclable Materials, and Organic
2054 Materials Containers in the same area so tenants carry materials to one location.
2055 Contractor shall also offer Recyclable Materials Carts for use in the mail area of
2056 the Premises. A site assessment shall be conducted by Contractor when
2057 Targeted Organics Materials or Recyclable Materials Collection services are
2058 initially provided at a Multi-Family Residential Complex, and as requested by
2059 Customer or deemed necessary by Contractor throughout the Term of this
2060 Agreement.

2061 2. Service Level Adjustments. Within five (5) Business Days of completing the site
2062 assessment or receiving a request from a Customer, Contractor shall adjust the
2063 Customer's service level by providing any Solid Waste, Recyclable Materials,
2064 and/or Organic Materials Containers needed for change in service, removing
2065 unneeded Containers, and revising the Customer's service level in the Billing
2066 system to reflect the monthly Rate for the new service level. At the time new
2067 Containers are delivered or existing Containers are removed, the Contractor
2068 shall confirm that all Containers are properly labeled and shall provide public
2069 education signage for the Container areas and extra signs for public and
2070 common areas such as mail and laundry rooms, etc.

2071 3. Distribution of Public Education Materials. Contractor shall provide Owner or
2072 property manager with education materials developed by Agency, SBWMA or
2073 Contractor, which describe the requirements of the Recyclable Materials and/or
2074 Organic Materials Collection program (as applicable), including flyers, door
2075 hangers and Recycling Tote-Bags for distribution to tenants, signage for
2076 common areas such as mail rooms and laundry rooms, Kitchen Pails, and move-
2077 in kits for new tenants.

2078 B. Notification to Multi-Family Dwelling Customers. Upon request from a new or
2079 current Customer for new or changes in service, Contractor shall notify the Customer
2080 by mail or email of the Targeted Recyclable Materials and Organic Materials
2081 Collection services offered by Contractor. Such notification shall be made available
2082 in English and Spanish.

2083 C. Signs and Placards. Contractor shall be responsible for preparing, distributing, and
2084 posting signs and placards at Multi-Family Dwelling Premises that promote Targeted
2085 Recyclable Materials and Organic Materials Collection services, describe the
2086 program requirements, and identify allowable and prohibited types of materials for
2087 Collection. At a minimum, these signs shall be durable, weather resistant and posted
2088 in the Container areas. Upon request of the Customer, Contractor shall provide
2089 signage and Container labeling in a second language such as, but not limited to,
2090 Spanish. Within ten (10) Business Days of a Customer's request, Contractor shall
2091 provide extra signage for use in areas such as laundry and mail rooms at Multi-Family
2092 Residential Complexes. The design of all signs and placards shall be approved by
2093 Agency or SBWMA prior to distribution by Contractor.

2094 **7.06 WASTE GENERATION/CHARACTERIZATION STUDIES**

2095 Contractor acknowledges that Agency may perform Solid Waste, Recyclable Materials,
2096 and/or Organic Materials generation and characterization studies periodically to determine

2097 the composition and Contamination Levels of Collected materials. Contractor agrees to
 2098 participate and cooperate with SBWMA and Agency and its agents and to accomplish
 2099 studies and data collection and prepare reports, as needed, to determine weights and
 2100 volumes of Solid Waste, Targeted Recyclable Materials, Plant Materials, and Organic
 2101 Materials and characterize materials generated, Disposed, transformed, diverted, or
 2102 otherwise handled/processed to satisfy requirements of the Act and other State
 2103 legislation/regulations (such as, but not limited to, AB 341, AB 1594, AB 1826, SB 1061,
 2104 and SB 1383). Contractor shall also facilitate visual audits of Multi-Family Dwelling,
 2105 Commercial, and Agency Cart and Bin service accounts. The visual audits will entail
 2106 tipping the contents of Customers' Containers on the tipping floor at the Designated
 2107 Transfer and Processing Facility and visually observing and documenting the contents
 2108 (without pursuing a detailed weight-based characterization study). The materials will then
 2109 be processed at the Designated Transfer and Processing Facility. Contractor shall be
 2110 required to facilitate said visual audits at the request of Agency; however, the annual total
 2111 quantity of requests for visual audits for each Service Sector shall be limited to ten percent
 2112 (10%) of the total number of accounts for each Service Sector.

2113 The SBWMA will use the Contamination Measurement Procedures set forth in Attachment
 2114 E, to determine the Contamination Levels of single loads of materials delivered to the
 2115 Designated Transfer and Processing Facility.

2116 **7.07 PROGRAM EVALUATION**

2117 The Agency may require the Contractor to periodically conduct audits of the Residential
 2118 and Commercial Solid Waste, Targeted Recyclable Materials, and Organic Materials
 2119 Collection programs to assess one (1) or more of the following performance indicators:
 2120 average volume of Targeted Recyclable Materials per set-out per Customer, average
 2121 volume of Organic Materials per set-out per Customer, participation level (i.e., number of
 2122 Customers setting out Containers per week), Contamination Levels, etc. Contractor shall
 2123 perform up to five (5) Days of route auditing, at no additional cost to Customers and shall
 2124 not bill Agency for such services, once per calendar year. Prior to the program evaluation
 2125 audit, Agency and Contractor shall meet and discuss the purpose of the audit and agree
 2126 on the method, scope, and data to be provided by the Contractor. If Agency requires more
 2127 than five (5) Days of auditing for the purposes of program evaluation, the activity shall be
 2128 considered an Agency-directed change in scope and handled in accordance with
 2129 provisions in Section 15.12.

2130 If the Contractor does not Collect Multi-Family Dwelling Solid Waste, Targeted Recyclable
 2131 Materials, and Organic Materials using dedicated Collection vehicles, thereby precluding
 2132 regular and accurate reporting of the Tonnage of Solid Waste, Targeted Recyclable
 2133 Materials, and Organic Materials Collected from Multi-Family Residential Complexes, the
 2134 Agency may require the Contractor to conduct a semi-annual or annual Tonnage
 2135 assessment that involves separately Collecting, weighing, and reporting Multi-Family
 2136 Dwelling Solid Waste, Targeted Recyclable Materials, and Organic Materials to quantify
 2137 Tonnage Collected during a given week. This assessment shall be performed by
 2138 Contractor at no additional cost to Customers and shall not bill Agency for such services.

2139 If the Agency wants to collect program data, perform field work, conduct route audits to
 2140 investigate Customer participation levels and set-out volumes, and/or evaluate and
 2141 monitor program results related to Solid Waste, Targeted Recyclable Materials, Organic
 2142 Materials, Bulky Items, and abandoned waste Collected in the Agency by the Contractor,

2143 the Contractor shall cooperate with the Agency and its agent(s), which may include the
2144 SBWMA and its consultants.

2145 **7.08 PROVISION OF EMERGENCY SERVICES**

2146 Contractor shall provide emergency services at the Agency's request in the event of major
2147 accidents, disruptions, or natural calamities. Emergency services may include, but are
2148 not limited to: assistance handling, salvaging, processing, composting, or Recycling
2149 materials; or Disposing of Solid Waste following a major accident, disruption, or natural
2150 calamity. Contractor shall be capable of providing emergency services within twenty-four
2151 (24) hours of notification by the Agency or as soon thereafter as is reasonably practical in
2152 light of the circumstances. Emergency services which exceed the Contractor's obligations
2153 as stated in Article 5, shall be compensated in accordance with Article 11. If Contractor
2154 cannot provide the requested emergency services, the Agency shall have the right to
2155 temporarily take possession of the Contractor's equipment for the purposes of providing
2156 emergency services in accordance with Article 12.

2157 **7.09 MFD AND COMMERCIAL RECYCLING BLITZ**

2158 Upon Agency's request, Contractor shall provide a Recycling Blitz outreach program that
2159 will target Multi-Family Dwelling, Mixed Use, and Commercial Customers as needed. Such
2160 a change shall be considered an Agency-directed change in scope and handled in
2161 accordance with Section 15.12. As part of the Recycling Blitz, Contractor may be required
2162 to offer to provide Single-Stream Targeted Materials Recycling and Organic Materials
2163 Collection Service to Multi-Family Dwelling and Commercial Customers that are currently
2164 receiving limited or no Recycling or Organic Materials Collection service. The promotional
2165 materials, messages, and communications used by Contractor to support Recycling Blitz
2166 activities shall be developed collaboratively with the SBWMA and Agency and production
2167 of materials shall be paid for by Contractor and shall not bill Agency for such services or
2168 SBWMA. All promotional materials used by Contractor shall be authorized by the SBWMA
2169 and Agency.

2170 If Contractor is required to conduct a Recycling Blitz, Contractor shall form a Recycling
2171 Blitz team, utilizing the Waste Zero Specialists, to assist in this promotion campaign. The
2172 focus of the Recycling Blitz program shall be on Customers that are either not currently
2173 Recycling or diverting Organic Materials, or have only limited service. The Recycling Blitz
2174 team shall work with Customers to expand Collection of Targeted Recyclable and Organic
2175 Materials and make recommendations for reduced Solid Waste Container sizes and/or
2176 frequency of Solid Waste Collection service. Contractor shall work collaboratively with the
2177 SBWMA and Agency.

2178 **7.10 CARBON FOOTPRINT MEASURING**

2179 Contractor shall annually file its emissions data with the California Climate Action
2180 Registry (CCAR). Upon request of Agency or SBWMA, Contractor shall provide
2181 emissions data filed with CCAR; a description of Contractor's carbon footprint; and, a
2182 description of Contractor's activities both planned and implemented to reduce its
2183 carbon footprint for the previous calendar years.

2184 **7.11 ENVIRONMENTAL MANAGEMENT PROGRAM**

2185 Contractor shall implement and maintain an environmental management program
2186 combining several elements to minimize the environmental impacts of its operations in the
2187 Service Area. Contractor shall provide upon request from Agency a description of topics

2188 discussed at its bi-monthly environmental team roundtable and training program
2189 meeting(s) and the semiannual corporate environmental compliance staff meetings.
2190 Contractor shall provide Agency access to its environmental and safety tracking system
2191 (NEST) upon request. Contractor shall provide Agency copies of its internal environmental
2192 compliance audits, third-party audits, and disposition of corrective actions, within thirty
2193 (30) Days upon request from Agency.

2194 **7.12 ANNUAL ROUTE ASSESSMENT**

2195 Contractor shall conduct a route assessment of the Service Area each Rate Year. This
2196 comprehensive route assessment shall require Contractor to assess all of its Solid Waste,
2197 Targeted Recyclable Materials, and Organic Materials Collection Customers over a one
2198 (1) week period during the same month each year for the Term. The assessment is
2199 intended to annually confirm and update Contractor's data related to Customer accounts,
2200 service levels and operations, including, but not limited to: (i) number of Accounts; (ii)
2201 Customer address; (iii) number and type of Containers at each Account; and (iv) Collection
2202 frequency of each Container at each Account; (v) Bin and Cart lifts; (vi) Drop Box pulls;
2203 (vii) service stops; (viii) route hours per year; and (ix) Tonnage Collected. All service level
2204 information related to lifts and pulls shall be derived in part from Contractor's database
2205 management system. All route labor hours shall be based on total route hours for routes
2206 exclusive to each Agency and Tonnage information shall be based on actual Tons
2207 Collected. For routes that service more than one Agency, the Tonnage Collected on these
2208 routes and total route hours shall be allocated to the respective Agencies based on the
2209 type and number of accounts and service levels attributable to each Agency.

2210 **7.13 RIGHT OF AGENCY OR SBWMA TO MAKE CHANGES TO OTHER SERVICES**

2211 A. **Quarterly Review.** Beginning on the Commencement Date, and on a quarterly basis
2212 thereafter, Contractor shall meet with Agency and SBWMA to discuss the services
2213 performed by the Contractor pursuant to Sections 7.03 through 7.07 ("Other
2214 Services"). The purpose of the meetings will be to review the performance and results
2215 of the Other Services compared to the milestones, goals, and performance standards
2216 stated in the then-current Three-Year Public Education and Recycling Technical
2217 Assistance Plan. Contractor's quarterly reports provided in accordance with the
2218 reporting requirements of Article 9 shall be used to review performance, and
2219 Contractor shall provide other information requested by Agency or SBWMA
2220 necessary to evaluate the performance of each Other Service.

2221 B. **Change In Services.** Agency or SBWMA may, without amending this Agreement,
2222 direct Contractor to increase or decrease the performance or scope of one or more
2223 of the Other Services. Contractor shall promptly and cooperatively comply with such
2224 direction. If such changes cause an increase or decrease in the cost of performing
2225 the Other Services, an equitable adjustment in the Contractor's Compensation shall
2226 be made in accordance with change in service provisions in Section 15.12. Contractor
2227 shall continue to perform the new or changed service while the appropriate
2228 adjustment in Contractor's Compensation is being determined.

2229 C. **Additional Services.** Agency or SBWMA may direct the Contractor to perform
2230 additional services pertaining to Sections 7.03 through 7.07, but not described herein,
2231 and Contractor shall provide a cost proposal in accordance with change in service
2232 provisions in Section 15.12. If the Contractor and SBWMA cannot agree on terms and
2233 conditions for such additional services within one-hundred twenty (120) Days from
2234 the date which the SBWMA first requests a proposal from Contractor to perform such

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services, Agency or SBWMA may perform these services itself or permit a third-party or parties other than Contractor to provide such Other Services. Contractor shall provide such third-party or parties access to and use of Facilities and Contractor information as necessary for such third-party or parties to perform all such Other Services.

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ARTICLE 8
REQUIREMENTS FOR OPERATIONS,
EQUIPMENT, AND PERSONNEL

2244 **8.01 COLLECTION HOURS AND SCHEDULES**

2245 **A. Hours of Collection**

2246 1. Residential. Residential Solid Waste, Targeted Recyclable Materials, and
2247 Organic Materials (including all such services provided to SFD and Multi-Family
2248 Dwelling Premises) shall be Collected on weekdays (i.e., Monday through
2249 Friday) between 6:00 a.m. and 6:00 p.m. exclusive of Holidays defined in
2250 Attachment A for Collection service.

2251 2. Commercial, Mixed Use, and Agency Facilities. Commercial, Mixed Use, and
2252 Agency Facilities Solid Waste, Targeted Recyclable Materials, and Organic
2253 Materials shall be Collected on weekdays (i.e., Monday through Friday) between
2254 3:00 a.m. and 6:00 p.m. and weekends (i.e., Saturday and Sunday) between
2255 6:00 a.m. and 5:00 p.m., exclusive of Holidays specified in Attachment A for
2256 Collection service. The Agency may restrict or require modifications to hours for
2257 Collection from Commercial Premises, Mixed Use Buildings, and Agency
2258 Facilities to resolve noise Complaints, and, in such case, the Agency Manager
2259 may restrict the allowable operating hours.

2260 3. Commercial, Mixed Use, and Agency Facilities Exception. Collection from
2261 Commercial Premises, Mixed Use Buildings, and Agency Facilities that are two-
2262 hundred (200) feet or less from Residential Premises shall only occur between
2263 the hours of 6:00 a.m. and 6:00 p.m., Monday through Saturday and all such
2264 operations shall be in accordance with permissions provided to Contractor by
2265 Agency. The Agency may restrict or require modifications to hours for Collection
2266 from Commercial Premises, Mixed Use Buildings, and Agency Facilities to
2267 resolve noise Complaints, and, in such case, the Agency Manager may restrict
2268 the allowable operating hours.

2269 4. Exception. In the event of an unforeseen circumstance, the Contractor may
2270 Collect materials from Residential Premises, Commercial Premises, Mixed Use
2271 Buildings, or Agency Facilities that are two-hundred (200) feet or less from
2272 Residential Premises between the hours of 3:00 a.m. and 6:00 p.m., Monday
2273 through Saturday, upon prior written approval from the Agency Manager.

2274 5. Local Noise Ordinance. If an Agency ordinance regulating noise limits the hours
2275 of Collection more restrictively than the preceding subsections, the terms of the
2276 ordinance shall govern.

2277 6. Modification. The Collection hours and distances set forth in Sections 8.01.A.3
2278 and 8.01.A.4 may be adjusted by mutual agreement of Agency (acting through
2279 the Agency Manager or designee) and Contractor (acting through its General
2280 Manager or designee), provided that the Collection hours and distances are at
2281 all times consistent with Agency ordinances.

2282 **B. Route Schedules.** Routes over which Contractor's vehicles travel to affect the
2283 Collection and transport of Solid Waste, Targeted Recyclable Materials, and Organic

2284 Materials shall be selected to minimize damage to Agency and private streets, and
2285 minimize inconvenience and disturbance to the public. The route schedules and
2286 routing maps shall be subject to the approval of Agency prior to Commencement of
2287 services. Contractor shall use due care to obey all traffic laws and prevent materials
2288 being transported from being spilled or scattered during transport.

2289 Contractor shall be prepared to review its operations plan outlining the Collection
2290 routes, intervals of Collection and Collection times for all materials Collected under
2291 this Agreement with the Agency or its representatives at least annually. More
2292 frequent reviews may be required if operations are not satisfactory based on
2293 documented observations or reports or Complaints. If the plan is determined to
2294 inadequately address the unsatisfactory performance as documented by
2295 observations and Complaints, the Agency may direct Contractor to revise the plan
2296 incorporating any changes into a revised plan and review said revised plan with the
2297 Agency within thirty (30) Days of the initial meeting with the Agency.

2298 C. **Contingency Plan.** Contractor shall submit to Agency ninety (90) Days prior to
2299 Commencement Date, a written contingency plan demonstrating Contractor's
2300 arrangements to provide vehicles and personnel and to maintain uninterrupted
2301 service during breakdowns, and in case of natural disaster or other emergency,
2302 including the events described in Section 14.09.

2303 **8.02 COLLECTION STANDARDS**

2304 A. **Reserved**

2305 B. **Servicing Containers and Missed Pick-Ups**

2306 1. General. Contractor shall Collect the contents and return each Container to the
2307 location where the Occupant properly placed the Container for Collection.
2308 Contractor shall place the Containers upright with lids properly closed and
2309 secured.

2310 Contractor shall use due care when handling Containers. Contractor shall not
2311 throw, roughly handle, damage, or break Containers.

2312 Upon Customer request, Contractor shall provide special services including:
2313 unlocking and locking Containers; accessing locked Container enclosures (e.g.,
2314 with a key or combination lock); providing Container Relocation Service; and,
2315 providing Long Distance Service. Contractor shall provide these services upon
2316 request from Customer and Contractor shall bill Customer at Agency-approved
2317 Charges specified in Attachment Q. Section 5.02 provides additional information
2318 on general Container service requirements, Long Distance Service, and
2319 Container Relocation Service.

2320 2. Missed Pick-Ups. When notified of a missed pick-up, Contractor shall Collect the
2321 Solid Waste, Targeted Recyclable Materials, or Organic Materials on the day the
2322 notice is received, if possible, and in all cases shall Collect the missed pick-up
2323 by 6:00 p.m. of the next Business Day following receipt of the missed pick-up
2324 notification.

2325 C. **New Customers and Change in Service Levels.** Contractor shall deliver
2326 Containers and initiate Collection services for a new Customer within five (5)
2327 Business Days of the Customer's request for service. If an existing Customer
2328 requests a change in the number or size of their Solid Waste, Recyclable Materials,

- 2329 or Organic Materials Containers and/or frequency of Collection, the Contractor shall
 2330 deliver additional Containers and/or remove Containers and shall initiate changes in
 2331 the Collection services within five (5) Business Days of the Customer's request for a
 2332 change in service.
- 2333 **D. Separate Collection of Materials and Allocation of Agency Materials.** Contractor
 2334 shall separately Collect and segregate Solid Waste, Targeted Recyclable Materials,
 2335 and Organic Materials from each other and shall not Commingle these materials at
 2336 any time during the transportation or delivery of those materials to the Designated
 2337 Transfer and Processing Facility. Solid Waste, Targeted Recyclable Materials, and
 2338 Organic Materials Collected in the Agency, which are combined with materials
 2339 Collected from other SBWMA Member Agencies, shall be allocated by Contractor to
 2340 the Agency's Collection program based on volume or Tonnage using a method
 2341 approved by the Agency and SBWMA. Contractor shall not Collect materials from
 2342 within Agency in the same Collection vehicles used to provide Collection service to
 2343 non-SBWMA Member Agencies, unless provided written approval by Agency.
- 2344 **E. Setout Instructions to Customer.** Contractor shall instruct Customers as to any
 2345 preparation of Solid Waste, Targeted Recyclable Materials, or Organic Materials and
 2346 the proper placement of Containers. If Customers are not adhering to Contractor's
 2347 instructions, Contractor shall notify such Customers in writing. In cases of extreme
 2348 or repeated failure to comply with the instructions, Contractor may decline to pick-up
 2349 the Targeted Recyclable Materials or Organic Materials provided that Contractor
 2350 leaves an adequate number of non-Collection notices on the Container, as
 2351 determined by the Agency, indicating the reason for refusing to Collect the material.
 2352 Such notices shall also identify the steps Generator must take to recommence
 2353 Collection service.
- 2354 **F. Non-Collection Notices.** Contractor may choose not to Collect materials for the
 2355 following reasons: (i) Source Separated or Targeted Recyclable Materials or Organic
 2356 Materials do not comply with the allowable Contamination thresholds; (ii) materials
 2357 contain Hazardous Waste; or (iii) the loaded weight of a Container exceeds the
 2358 maximum load limit specified by the Cart manufacturer and specified in Attachment
 2359 D. In such case, Contractor shall issue non-Collection notices stating the reason(s)
 2360 the materials were not Collected. The non-Collection notice shall be affixed
 2361 prominently onto the Cart to ensure that it is not inadvertently removed from Cart due
 2362 to weather conditions. The non-Collection notices must be protected from rain, if
 2363 precipitation is present or forecasted, by placing the notice in a clear plastic bag prior
 2364 to affixing to Cart.
- 2365 Contractor shall document the use of non-Collection notices by recording the date
 2366 and time of issuance, address of service recipient, reason(s) for issuance, name of
 2367 employee who issued the notice, and truck and route numbers. The notice shall
 2368 conform to the requirements specified in Section 6.03.A, be at least two inches by six
 2369 inches (2" x 6") in size and shall be approved by the SBWMA. The non-Collection
 2370 notices must identify the steps the Generator must take to recommence Collection
 2371 service. In the event a Container is not Collected due to excessive Contamination and
 2372 Customer does not take the necessary steps to recommence Collection service,
 2373 Contractor shall bill the Customer for Collection of the excessive Contamination at
 2374 Agency-approved Charges specified in Attachment Q. The Agency-approved
 2375 Charges includes: (i) a return trip Charge, and, (ii) an extra Solid Waste Collection
 2376 Charge.

2377 Contractor shall report monthly to Agency any non-Collection notices issued.
2378 Contractor shall take direction from the Agency with regard to termination or
2379 reinstatement of service to a service recipient due to numerous non-Collection notices
2380 issued to the same Customer.

2381 **G. Collection of Excess Materials (Overages).** Contractor shall direct its employees
2382 to Collect an Overage on two (2) occasions each Rate Year at no additional cost to
2383 Customer. Contractor must provide a notice to Customer documenting the Overage
2384 in order to count the Overage Collection towards the allocated two (2) per Rate Year
2385 for each Customer. Customers that place an Overage for Collection for a third and
2386 subsequent events, may be assessed an Overage fee by Contractor if Contractor has
2387 directly contacted the Customer via a phone call, voice message, or certified letter,
2388 notifying them of the Overage Collected. Contractor shall bill Customer for a third
2389 and subsequent Overage events at Agency-approved Charges specified in
2390 Attachment Q. Contractor shall provide Customers the opportunity to request an
2391 Overage Collection service in advance. In such case, Contractor shall bill the
2392 Customer at the Agency-approved Charge specified in Attachment Q.

2393 Contractor shall provide Customers the opportunity to subscribe to Overage
2394 Collection service, in advance, or purchase Overage bag(s) from the Contractor.
2395 Contractor shall provide Customers the opportunity to purchase Overage bags
2396 through its Customer service department or electronically via Contractor's website.
2397 The Overage bag(s) shall have markings identifying it as the Contractor's Overage
2398 bag. Contractor shall mail or deliver Overage bags to Customers within three (3)
2399 Business days of Customer's request. The Charge for Overage bags is specified in
2400 Attachment Q and includes all aspects of purchasing the bags, printing, and
2401 distribution (i.e., mailing or direct delivery by Contractor). Customers shall also be
2402 provided the opportunity to purchase Overage bags at Contractor's local office. The
2403 quantity of Overage bags per request from Customer shall be limited to five (5) per
2404 request.

2405 If the Agency and/or Contractor receive numerous Complaints (as determined by the
2406 Agency) from Customers regarding Customer dissatisfaction with the requirement to
2407 purchase Overage bags, the Agency reserves the right to require the Contractor to
2408 modify its Overage program to better serve its Customers and/or require the
2409 Customer to subscribe to additional Collection service.

2410 **H. Care of Private Property.** Contractor shall not damage private property. Contractor
2411 shall ensure that its employees: (i) close all gates opened in making Collections,
2412 unless otherwise directed by the Customer, (ii) do not cross landscaped areas, and
2413 (iii) do not climb or jump over hedges and fences.

2414 Agency shall refer Complaints about damage to private property to Contractor.
2415 Contractor shall repair, to its previous condition, all damage to private or public
2416 property caused by its employees.

2417 Contractor shall endeavor to resolve all claims regarding damage to private property
2418 as soon as reasonably practicable following receipt thereof, made by Owners or
2419 Occupants of property served by Contractor, for damages to property including, but
2420 not limited to, Containers. In the event such damage shall have been caused by the
2421 negligence or intentional acts of Contractor, its officers, agents, or employees,
2422 Contractor shall promptly repair or replace such damaged property. The provisions
2423 of this Section 8.02.H shall not be deemed a limitation upon any other provisions of

2424 this Agreement, or any rights or remedies which may accrue to Agency by reason of
2425 Contractor's acts or omissions to act hereunder. Contractor is required to repair
2426 damage and/or resolve claims regarding damage to property within thirty (30) Days
2427 of receipt of the Complaint.

2428 This Section 8.02.H shall not apply to damage to public or private roads or driveways
2429 caused by the weight of Contractor's vehicles. If a Customer requests Contractor to
2430 provide on-premises (i.e., non-Curb-side) service, and in doing so would require
2431 Contractor to drive its Collection vehicle on a private road or driveway, then, as a
2432 condition to providing that service, Contractor shall require the Customer, property
2433 owner, or other responsible party to sign a reasonable waiver releasing Contractor
2434 from liability for such damage.

2435 I. **Litter Abatement**

2436 1. Minimization of Spills. If any Solid Waste, Targeted Recyclable Materials, or
2437 Organic Materials are spilled or scattered during Collection or transportation
2438 operations, the Contractor shall promptly clean up all spilled and scattered
2439 materials. Contractor shall use due care to prevent vehicle oil, vehicle fuel, or
2440 other liquids from being spilled during Collection or transportation operations
2441 including maintenance of the Collection vehicles to minimize and correct any
2442 leaks. Contractor shall ensure that all liquid spills or leaked liquids or fluids are
2443 cleaned up promptly on the same day that they occur.

2444 Contractor shall not transfer loads from one vehicle to another on any public
2445 street, unless it is necessary to do so because of mechanical failure, emergency
2446 (e.g., combustion of material in the vehicle), accidental damage to a vehicle, or
2447 unless approved by the Agency.

2448 2. Clean-Up. During Collection operations, the Contractor shall clean-up litter in
2449 the immediate vicinity of any Container storage area (including the areas where
2450 Containers are delivered for Collection) if Contractor's actions are the cause of
2451 the litter. Each Collection vehicle shall be equipped with protective gloves, a
2452 broom, and shovel at all times for cleaning up litter. Absorbent material shall be
2453 carried on each Collection vehicle at all times and used by Contractor for
2454 cleaning up liquid spills. The Contractor shall document and discuss instances
2455 of repeated spillage not caused by it with the Customer where spillage occurs,
2456 and Contractor shall report such instances to Agency. If the Contractor has
2457 attempted to have a Customer stop creating spillage but is unsuccessful, the
2458 Agency will attempt to rectify such situation with the Customer. Contractor shall
2459 coordinate with Agency regarding Agency street cleaning activities to minimize
2460 litter.

2461 3. Covering of Loads. Contractor shall cover all open Drop Boxes with an Agency-
2462 approved cover, at the Collection location before transporting materials to the
2463 Designated Transfer and Processing Facility.

2464 J. **Noise.** All Collection operations shall be conducted as quietly as possible and shall
2465 conform to applicable federal, State, County, and Agency noise level regulations.
2466 Contractor shall promptly resolve any Complaints of noise to the satisfaction of the
2467 Agency.

2468 K. **Route Books and Route Maps.** For each Collection route, Contractor shall maintain
2469 a route book and route map that documents each Customer on the route, their service

2470 address, service level, and the order in which Customers shall be serviced (e.g., the
2471 order in which routes shall be driven). Contractor shall distribute new route books
2472 and route maps to its Collection vehicle drivers as frequently as necessary; and each
2473 driver shall note differences in the service levels shown in the route book, adding and
2474 subtracting Customers and service levels, as necessary. Route supervisors shall
2475 periodically check the routes to ensure that drivers are providing service in
2476 accordance with their route books. Contractor shall provide Agency with route books
2477 and maps including assessor parcel data when available within ten (10) Business
2478 Days of request.

2479 L. **Change in Collection Schedule.** Contractor shall notify Agency a minimum of sixty
2480 (60) Business Days prior to a change in the Residential Collection schedule or two
2481 (2) weeks for minor adjustments (defined as less than the average size of a single
2482 route per the Collection service metrics delineated in the prior year's Compensation
2483 Application), and shall request approval of Contractor's notice to Residential
2484 Customers thirty (30) Business Days prior to a change in Service Day, unless this
2485 requirement is waived in writing by Agency. Contractor shall notify Owners and
2486 Occupants of Residential Premises not later than ten (10) Business Days prior to any
2487 change in Residential Collection operations which results in a change in the day on
2488 which Solid Waste, Targeted Recyclable Materials, and Organic Materials Collection
2489 occurs. Contractor shall not permit any Customer to go more than five (5) Business
2490 Days without service in connection with a Collection schedule change.

2491 **8.03 UNLOADING MATERIALS AT THE DESIGNATED TRANSFER AND PROCESSING**
2492 **FACILITY**

2493 Contractor shall be required to unload at the Designated Transfer and Processing Facility
2494 all materials from its Collection vehicles by its own personnel. Contractor shall be required
2495 to ensure that unloaded materials are properly placed in the designated areas and
2496 containers as directed by Operator and SBWMA. For example, Contractor shall be
2497 required to deposit at the Designated Transfer and Processing Facility Batteries and Cell
2498 Phones, Used Motor Oil, and Used Motor Oil Filters in the containers provided by Operator
2499 and designated for storage of these materials. Contractor shall cooperate with Operator
2500 to ensure its Collection vehicles unload Solid Waste, Targeted Recyclable Materials,
2501 Organic Materials, and other materials (e.g., Batteries, Cell Phones, Used Motor Oil, and
2502 Used Motor Oil Filters) Collected by Contractor in the locations designated by Operator
2503 and SBWMA.

2504 **8.04 VEHICLES**

2505 A. **General.** Contractor shall provide a fleet of Collection vehicles sufficient in number
2506 and capacity to efficiently perform the work required by the Agreement in strict
2507 accordance with its terms. Contractor shall have available sufficient back-up vehicles
2508 for each type of Collection vehicle used (e.g., side loader, front loader, and roll-off
2509 vehicles) to respond to mechanical breakdowns, Complaints, and emergencies.
2510 Contractor shall maintain a spare ratio of ten percent (10%) for all Collection vehicles
2511 used in the SBWMA Service Area. It is contemplated that, as of the Commencement
2512 Date, all Collection vehicles will be vehicles that Contractor purchased during the term
2513 of the 2009 Franchise Agreement and will be nearing the end of their useful life.

2514 Contractor shall purchase and place into service after the Commencement Date all
2515 new vehicles to replace its Collection vehicles and other vehicles used by Contractor
2516 in the SBWMA Service Area in accordance with the Contractor-prepared equipment

2517 replacement schedule in Attachment N. The new vehicles shall replace all vehicles in
2518 service on the Commencement Date. The vehicles shall be purchased and placed in
2519 service in accordance with the timeline shown in Attachment N unless an alternative
2520 timeline is agreed upon by the SBWMA provided that all new vehicles shall be in
2521 service on or before June 15, 2026. The estimated depreciation and interest
2522 expenses for the acquisition of new vehicles shall be included in Contractor's
2523 Compensation for 2021 and adjustments during the Term shall be made in
2524 accordance with Attachment K. Agency has no responsibility to pay Contractor for
2525 remaining net book value of any Vehicles, Containers, or other equipment that is not
2526 fully depreciated at end of Term, unless Agency elects to purchase Containers
2527 pursuant to Section 8.05.F of the Agreement.

2528 At no time after the Commencement Date shall any vehicle used to perform the
2529 services required under this Agreement exceed fifteen (15) years of age from the first
2530 date the vehicle was registered unless agreed upon by the SBWMA. Collection
2531 vehicles and other vehicles whose acquisition costs are included in the calculation of
2532 Contractor's Compensation may be used only in the SBWMA Service Area.

2533 **B. General Vehicle Specifications**

- 2534 1. All vehicles used by Contractor in providing Solid Waste, Targeted Recyclable
2535 Material, and Organic Material Collection services shall be registered with the
2536 California Department of Motor Vehicles.
- 2537 2. All Collection vehicles shall have leak-proof bodies designed to prevent leakage,
2538 spillage, and/or overflow and shall be designed so that Collected materials are
2539 not visible.
- 2540 3. All vehicles shall comply with California Environmental Protection Agency (EPA)
2541 noise emission regulations and California Air Resources Board air quality
2542 regulations and other applicable pollution control regulations.
- 2543 4. All Collection vehicles shall have cameras to monitor driving and loading
2544 activities including, at a minimum: (i) back-up cameras mounted at the rear and
2545 side of the vehicle; and, (ii) a hopper camera clearly displaying the contents of
2546 the hopper prior to compaction.
- 2547 5. Contractor shall be required to operate an adequate number of Collection
2548 vehicles that shall be capable of servicing hard-to-service areas and accessing
2549 long driveways in the Service Area.
- 2550 6. All Collection vehicles shall be capable of unloading materials in the Designated
2551 Transfer and Processing Facility buildings taking clearance heights, especially
2552 in the MRF, into consideration.
- 2553 7. All Collection vehicles shall be equipped with and shall utilize on-board
2554 computers and GPS tracking devices with real-time transmission to all levels of
2555 Contractor's operations. The on-board computer system shall: (i) capture all
2556 operations data needed to complete the Contractor's reporting requirements for
2557 this Agreement; (ii) capture all operating data needed to prepare the Contractor's
2558 Application; and (iii) allow Customer service staff direct real-time access to driver
2559 data including vehicle location, Container set-out and service data, and notes
2560 regarding service issues.

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8. All Collection vehicles shall be equipped with a broom, shovel, absorbent materials, and other approved cleanup devices and materials for emergencies, or any spillage or leaks that may occur.

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9. Route supervisors and management personnel shall use one-half (0.5) Ton hybrid pickup trucks while performing services.

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10. Contractor developed preliminary specifications for vehicles that will be purchased and placed into service after the Commencement Date. These specifications, which were the basis for Contractor's vehicle depreciation and interest costs (presented in Attachment N), are presented in Attachment P. At least eighteen (18) months prior to Contractor's initial acquisition of new Collection vehicles to be placed into service after January 1, 2021, Contractor shall meet and confer with the SBWMA to discuss the type of vehicles to be purchased and fuel options. The Agency and SBWMA may be interested in considering different fuel options with the goal of minimizing the air emission impact of the Collection vehicles. At the request of the Agency or SBWMA, Contractor shall provide vehicle information, specifications, and fuel options and a cost impact analysis of various fueling options. Contractor shall obtain the SBWMA's approval in the fuel selection prior to ordering new Collection vehicles. SBWMA recognizes that Contractor's vehicle purchase plan anticipates purchases over multiple years. This meet and confer obligation is intended to occur prior to Contractor's initial purchase of new Collection vehicles to discuss a strategy for all vehicles purchased after January 1, 2021 unless Parties agree otherwise.

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C. **Vehicle Identification.** Contractor's name, local telephone number, and a unique vehicle identification number designated by Contractor for each vehicle shall be prominently displayed on all four (4) sides of the vehicles, in letters and numbers with a maximum five (5) digit sequence, that are no less than two and one-half (2.5) inches in height. Contractor shall not place any other information or logo on Contractor vehicles, unless approved in writing by SBWMA. Vehicles shall be clearly labeled to indicate the materials Collected by that vehicle, specifically; "Solid Waste," "Recyclables," or "Organic Materials," as directed by SBWMA.

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D. **Inventory.** Contractor shall furnish the Agency and SBWMA a written inventory of all vehicles used in providing service, and shall update the inventory annually. The inventory shall list all vehicles by manufacturer, identification number, date of acquisition, type, capacity, decibel rating, average weight of load, and average loaded axle weights.

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E. **Cleaning and Maintenance**

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1. General. Contractor shall maintain all of its properties, vehicles, facilities, and equipment used in providing service under this Agreement in a good, safe, neat, clean, and operable condition at all times.

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2. Cleaning. Vehicles used in the Collection of Solid Waste, Targeted Recyclable Materials, and Organic Materials shall be thoroughly washed, and thoroughly steam cleaned weekly so as to present a clean appearance. Agency may inspect vehicles at any time to determine compliance with this Agreement. Contractor shall also make vehicles available to the San Mateo County Health Department for inspection, at any frequency it requests.

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3. Repainting or Refurbishing. Contractor shall repaint or refurbish to the satisfaction of the Agency all vehicles used in the Collection of Solid Waste, Targeted Recyclable Materials, and Organic Materials within thirty (30) Business Days' notice from Agency, if Agency determines that their appearance warrants painting. The cost for Agency-directed repainting shall be incurred by Contractor.
4. Maintenance. Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule or in accordance with California Highway Patrol standards, whichever are more stringent. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to Agency upon request. Hydraulic oil, engine oil, and other spills from Collection vehicles in the Service Area are a concern to the Agency. Contractor shall include as part of maintenance activities a process for tracking the number and nature of automotive spills (type of fluid, amount lost, failure point) and diagnosing the cause of those spills. Based on the results of the process, Contractor shall implement appropriate corrective actions to address issues that are contributing factors to vehicle spills (e.g., revise specifications for specific part failures, revise preventative maintenance schedule to address timing of failures), so that each occurrence is controlled and minimized.
5. Repair. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown, hydraulic oil or engine oil leaks, or any other cause so as to maintain all equipment in a safe and operable condition. If an item of repair is covered by a warranty, Contractor shall obtain warranty performance. Contractor shall maintain accurate records of repair, which shall include the date and mileage, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.
6. Storage. Contractor shall arrange to store all vehicles and other equipment in safe and secure location(s) in accordance with all applicable zoning regulations.

F. Operation. Vehicles shall be operated in compliance with federal, State, and local laws and regulations including, but not limited to, the California Vehicle Code, the regulations of the California Air Resources Board (CARB) Waste Collection Vehicle Regulations as established in the California Code of Regulations Title 13 Section 2700 et seq.; and all applicable safety and local ordinances. Annually, Contractor shall provide the SBWMA and Agency with documentation of such compliance for each vehicle. For example, with regard to CARB regulations, such documentation shall demonstrate, at a minimum, the vehicle number, make, model, year, control technology used or planned, and the year that the control technology was applied or is planned to be applied. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by federal, State, or local weight restrictions on vehicles or roads.

Contractor equipment used for Collection services shall be registered with the California Department of Motor Vehicles. Equipment shall comply with US EPA noise emission regulations, currently codified at 40 CFR Part 205, and other applicable

2654 noise control regulations, and shall incorporate noise control features throughout the
2655 entire vehicle.

2656 Annually, Contractor shall have each Collection vehicle weighed at the Designated
2657 Transfer and Processing Facility to determine the unloaded weight ("tare weight") of
2658 the vehicle, and the total loaded weight of each load delivered to the Designated
2659 Transfer and Processing Facility. Upon a major repair that could affect the Collection
2660 vehicle tare weight, Contractor shall have the Collection vehicle re-weighed to
2661 establish a new tare weight. Contractor shall track and make adjustments to routes
2662 to eliminate ongoing over-weights associated with individual routes.

2663 **8.05 CONTAINERS**

2664 A. **General.** Contractor shall provide all Containers, Bins, Kitchen Pails, and Drop
2665 Boxes, as appropriate, to all Customers as part of its obligations under this
2666 Agreement. Contractor shall ensure that Agency encroachment or other required
2667 permits are obtained by Customer prior to delivering Containers. As of the
2668 Commencement Date, all Containers may be used. Contractor-provided Containers
2669 shall be designed and constructed to be watertight and prevent the leakage of liquids.
2670 All Carts shall be manufactured by injection or rotational molding methods; contain
2671 post-consumer content; and meet the Container design and performance
2672 requirements provided in Attachment D – Container Specifications. Containers
2673 provided to Customers shall have a useful life of ten (10) years as evidenced by a
2674 manufacturer's warranty or other documentation acceptable to the Agency.

2675 All Containers with a capacity of one (1) cubic yard or more shall meet applicable
2676 federal, State, and local regulations for Bin safety; shall be covered with attached lids;
2677 and shall have the capability to be locked if required or requested by Customer or
2678 Agency.

2679 All Containers shall be maintained in a safe, serviceable, and functional condition.

2680 B. **Container Specifications**

2681 1. Sizes. The Container sizes to be provided to Single-Family, Multi-Family,
2682 Commercial, and Agency Facility Customers are specified in Attachment D.
2683 Contractor shall provide Customers with a choice of Container capacities
2684 specified in Attachment D, and Customers may select their preferred Container
2685 size(s).

2686 2. Color. The colors of the Containers provided to Single-Family, Multi-Family,
2687 Commercial, and Agency Facility Customers are specified in Attachment D.

2688 3. Loading. Minimum allowable loading requirements for the Bin and Drop Box
2689 contents shall be approved by the Agency prior to purchase based on the
2690 minimum manufacturer's load limits, as specified in Attachment D.

2691 C. **Container Labeling.** Contractor shall label each Container with white, hot-stamped
2692 lettering, and in-mold or heavy duty vinyl adhesive labels with graphics, illustrations,
2693 or artwork that clearly conveys the type of materials (e.g., Solid Waste, Recyclable
2694 Materials, cardboard, mixed paper, Organic Materials, wood waste, metal, etc.) to be
2695 placed in the Container for Collection. The labeling shall be positioned on each
2696 Container so it is visible to the Customer and Collection vehicle drivers on the front
2697 side, and top. The labeling shall be durable and weather resistant to outdoor
2698 conditions and have a minimum ten (10) year lifetime.

2699 All Containers shall prominently display information and graphics agreed upon by
2700 Agency, SBWMA, and Contractor pursuant to Article 7.

2701 Final Container labeling layout, graphics, and text shall be approved by the Agency
2702 and SBWMA prior to distribution to Customers.

2703 **D. Cleaning and Painting.** Contractor shall be responsible for steam cleaning and
2704 repainting all Containers, except Carts, to present an aesthetically pleasing clean
2705 appearance and to ensure this equipment is safely maintained and operationally
2706 sound. Contractor shall repaint all used Containers, except carts, on an as needed
2707 basis. Upon Customer's request, Contractor shall steam clean all Commercial
2708 Customer Solid Waste and Recyclable Materials Containers (or exchange existing
2709 Containers with clean Containers) twice annually at no additional charge. Contractor
2710 shall clean all Commercial Customer Organic Materials Containers (or exchange
2711 existing Containers with clean Containers) quarterly. Contractor shall offer additional
2712 Commercial Container cleaning (or clean Container exchange) to Customers
2713 requesting such service and shall bill Customers for such cleaning (or Container
2714 exchange) at Agency-approved Charges specified in Attachment Q. In addition, SFD
2715 Customers with carts may request Dirty Cart Replacement (Exchange Service) at
2716 Agency-approved Charges specified in Attachment Q.

2717 Contractor shall be responsible for cleaning Containers at no additional charge to
2718 Customer to ensure that nuisance or public health concerns associated with vectors
2719 are addressed within two (2) Business Days after receipt of notification of said
2720 condition.

2721 If any Container is impacted by graffiti, Contractor shall remedy the situation within
2722 forty-eight (48) hours of being notified.

2723 **E. Repair and Replacement.** Contractor shall repair or replace all Containers damaged
2724 by Collection operations (e.g., vehicle apparatus interface) or otherwise inoperable
2725 (e.g., due to regular wear and tear) within three (3) Business Days of being notified
2726 by Customer or observing the damaged Container. If the repair or replacement
2727 cannot be completed within three (3) Business Days, the Contractor shall notify
2728 Customer and provide a Container of the same size or larger until the original
2729 Container can be replaced.

2730 At no additional cost, Contractor shall replace Customer Carts that have been stolen,
2731 lost, damaged, or destroyed within five (5) Business Days. Contractor shall allow
2732 Customer to exchange Containers for a Container of a different size at no additional
2733 cost and shall replace Containers within five (5) Business Days of Customer request.

2734 The Contractor recognizes that the majority of Containers in service on the
2735 Commencement Date have nearly reached the end of their useful life or will reach the
2736 end of the useful life during the Term of the Agreement. Contractor has planned to
2737 replace Containers that have reached the end of their useful life on a rolling basis
2738 over the Term of the Agreement. Contractor's estimated depreciation and interest
2739 expense for Container replacement over the Term and these expenses are included
2740 in Contractor's Compensation in the amount specified in Attachment K. Contractor
2741 shall not be entitled to an adjustment to Contractor's Compensation or Rates for
2742 Container replacements purchased during the Term of the Agreement.

2743 **F. Agency's Rights to Containers.** All Carts, Bins, and Drop Boxes purchased or
2744 leased by Contractor and put into service at Customers' Premises before the first

2745 anniversary of the Commencement Date shall become property of the Agency upon
2746 expiration or early termination of this Agreement. All Carts, Bins, and Drop Boxes
2747 purchased or leased and put into service at Customers' Premises on or after the first
2748 anniversary of the Commencement Date that have not been fully depreciated shall
2749 be available to the Agency, at the Agency's option, at their net book value, upon
2750 expiration or early termination of this Agreement.

2751 At its sole discretion, the Agency may elect not to exercise its rights under this
2752 subsection. In such case, the Containers shall remain the property of the Contractor
2753 upon the expiration or earlier termination of this Agreement. In such case, Contractor
2754 shall be responsible for removing all Containers in service from Premises. Contractor
2755 shall do so within ten (10) Business Days after such expiration or earlier termination
2756 or in accordance with an alternative Container removal schedule agreed upon by the
2757 Parties, provided that Agency has notified Contractor at least ninety (90) Days before
2758 such expiration or earlier termination whether or not it intends to acquire the
2759 Containers.

2760 G. **Lock Service (Key Service).** In order to promote security, respond to Customer
2761 needs, and minimize the impact or occurrence of illegal dumping and theft of
2762 Recyclable Materials, Contractor will provide to Customers, at the Agency-approved
2763 Charges specified in Attachment Q, locks for enclosures used to store Containers or
2764 locks for Containers and ensure the enclosures or Containers are locked after
2765 providing Collection Service.

2766 Only Contractor, Agency, and the participating Customers will be provided with a key
2767 to the enclosures and access to the Containers. The Contractor shall prominently
2768 display the service schedule on the enclosure and any changes in service shall be
2769 displayed on the enclosure by Contractor within one (1) Business Day of making the
2770 change. If the Carts or Bins are left "outside" in a designated area, each Container
2771 will be locked (keyed alike), and only Contractor staff, Agency staff, and the
2772 participating Customers will be provided with a key to access the Containers. At least
2773 once each calendar year, Contractor's route supervisor shall visit each of the
2774 participating Customers with shared Containers, respond to any questions or
2775 concerns, check the areas for contamination, litter, or damage and change the lock
2776 and distribute new "keyed alike" keys to Agency staff and Customers.

2777 **8.06 PERSONNEL**

2778 A. **General.** Contractor shall furnish such qualified drivers, mechanical, supervisory,
2779 customer service, clerical, and other personnel as may be necessary to provide the
2780 services required by this Agreement in a safe, thorough, professional, and efficient
2781 manner and shall provide, at a minimum, the number and type of personnel listed in
2782 Attachment O in total for the SBWMA Service Area. All personnel furnished by
2783 Contractor shall be subject to the "relationship of parties" provisions of Section 15.01.

2784 B. **Reserved.**

2785 C. **Collective Bargaining Agreements.** If Contractor negotiates a new collective
2786 bargaining agreement with a union representing its employees, or an amendment to
2787 a collective bargaining agreement currently in force, either of which increases wages
2788 or benefits greater than wage and benefit costs included in Contractor's
2789 Compensation (through adjustments described in Article 11 and Attachment K), the

- 2790 Agency is not required to include costs attributable to the increased wages or benefits
2791 in Contractor's Compensation during the Term of the Agreement.
- 2792 **D. Approval of Management.** Contractor recognizes the importance of establishing a
2793 successful relationship between its management and Agency and SBWMA staff.
2794 Before extending an offer of employment for the position of general manager, both
2795 initially and throughout the Term, Contractor shall provide the SBWMA with the
2796 description of the proposed position; an opportunity to review and comment upon the
2797 position description, the background, experience, and qualifications of each
2798 candidate being considered for the position, and an opportunity to meet with each
2799 candidate. Contractor shall give thoughtful consideration to the SBWMA's comments
2800 on the descriptions of the proposed position and each candidate, but shall have the
2801 ultimate right to make employment decisions in its best business judgment.
- 2802 If the Agency is dissatisfied with the performance of the management personnel, the
2803 Agency shall contact the general manager to discuss the employee's performance.
2804 If the Agency is dissatisfied with the general manager, the Agency shall contact the
2805 group manager to discuss the general manager's performance.
- 2806 Contractor shall advise the affected management employee of any complaints made
2807 by the Agency regarding the employee's performance. The Parties shall meet and
2808 confer in good faith to address the Agency's concerns, and shall agree on a corrective
2809 course of action to be implemented immediately. Contractor agrees to consider in
2810 good faith, but shall not be bound by, any requests by the Agency to transfer or re-
2811 assign a management employee should the Agency maintain in good faith that it can
2812 no longer work constructively with said employee.
- 2813 **E. Provision of Field Supervision.** Contractor shall designate qualified employees as
2814 supervisors of field operations. The field supervisor shall devote their time in the field
2815 supervising, managing, and monitoring Collection operations for reliability, quality,
2816 efficiency, safety, and for responding to Complaints. The number of field supervisors
2817 is specified in Attachment O in total for the SBWMA Service Area.
- 2818 **F. Driver Qualifications.** All drivers shall be trained and qualified in the operation of
2819 Collection vehicles, and must have in effect a valid license, of the appropriate class,
2820 issued by the California Department of Motor Vehicles. Contractor shall use the Class
2821 II California Department of Motor Vehicles employer "Pull Notice Program" to monitor
2822 its drivers for safety.
- 2823 **G. Customer Service Representative Training.** Customer service representatives
2824 shall be trained on specific Agency service requirements, a minimum of once per
2825 quarter. An Agency information sheet shall be provided to each Customer service
2826 representative for easy reference of Agency requirements and general Customer
2827 needs. Contractor shall provide the information sheet, training agenda, and
2828 associated documentation within five (5) Business Days of request from Agency.
- 2829 **H. Safety Training.** Contractor shall provide suitable operational and safety training for
2830 all of its employees who operate Collection vehicles or equipment or who are
2831 otherwise directly involved in such Collection. Contractor shall train its employees
2832 involved in Collection to identify, and not to Collect, Hazardous Waste, or Infectious
2833 Waste. Upon the Agency's request, Contractor shall provide a copy of its safety policy
2834 and safety training program, the name of its safety officer, and the frequency of its
2835 trainings.

2836 I. **No Gratuities.** Contractor shall not permit its employees to demand or solicit, directly
2837 or indirectly, any additional compensation or gratuity from members of the public for
2838 Collection services or accept gratuities or compensation in exchange for additional
2839 Collection services.

2840 J. **Employee Conduct and Courtesy.** Contractor shall employ only competent and
2841 qualified personnel who serve the public in a courteous, helpful, and impartial
2842 manner. Contractor shall use its best efforts to assure that all employees present a
2843 neat appearance and conduct themselves in a courteous manner. Contractor shall
2844 regularly train its employees in Customer courtesy, shall prohibit the use of loud or
2845 profane language, and shall instruct Collection employees to perform the work as
2846 quietly as possible. If any employee is found not to be courteous or not to be
2847 performing services in the manner required by this Agreement, Contractor shall take
2848 all appropriate corrective measures. The Agency may require Contractor to reassign
2849 an employee, if the employee has conducted himself or herself inconsistently with the
2850 terms of this Agreement.

2851 Contractor shall adopt policies and procedures consistent with State and federal law
2852 that ensure a sober and drug-free workplace. This includes strictly prohibiting
2853 unlawful manufacture, distribution, possession, or use of any controlled substance in
2854 the workplace, regardless of whether the employee is on duty at the time. Further,
2855 the policies and procedures shall prohibit an employee from operating either Agency
2856 or Contractor equipment and vehicles (whether on or off duty) while under the
2857 influence of alcohol or drugs. The purpose of these policies and procedures is to
2858 ensure workplace safety, productivity, efficiency, and the quality of Contractor's
2859 service to Customers.

2860 K. **Uniforms.** While performing services under this Agreement, all Contractor's
2861 employees performing field service shall be dressed in clean uniforms and shall wear
2862 visible identification that include the employee's name and/or employee number, and
2863 Contractor's name. Uniform type, style, colors, and any modifications may be subject
2864 to approval by the Agency.

2865 **8.07 HAZARDOUS WASTE INSPECTION AND HANDLING**

2866 A. **Inspection Program and Training.** Contractor is required to inspect Solid Waste,
2867 Targeted Recyclable Materials, Organic Materials, and other materials put out for
2868 Collection and may reject Solid Waste, Targeted Recyclable Materials, Organic
2869 Materials, and other materials observed to be contaminated with Hazardous Waste
2870 and not Collect Hazardous Waste put out with Solid Waste, Targeted Recyclable
2871 Materials, and Organic Materials. Contractor shall develop a load inspection program
2872 that includes the following components: (i) personnel and training; (ii) load checking
2873 activities; (iii) management of wastes; and (iv) record keeping and emergency
2874 procedures.

2875 Contractor's load checking personnel, including its Collection vehicle drivers, shall be
2876 trained in: (i) the effects of Hazardous Substances on human health and the
2877 environment; (ii) identification of prohibited materials; and (iii) emergency notification
2878 and response procedures. Collection vehicle drivers shall inspect Containers before
2879 Collection when practical.

2880 B. **Response to Hazardous Waste Identified During Collection.** Under no
2881 circumstances shall Contractor's employees knowingly Collect Hazardous Waste or

2882 remove unsafe or poorly containerized Hazardous Waste from a Collection Container.
2883 If Contractor determines that material placed in any Container for Collection is
2884 Hazardous Waste or other material that may not legally be accepted or safely
2885 processed at the Designated Transfer and Processing Facility or presents a hazard
2886 to Contractor's employees, or those at the Designated Transfer and Processing
2887 Facility, the Contractor shall have the right to refuse to accept such material. The
2888 Generator shall be contacted by the Contractor and requested to arrange proper
2889 Disposal. If the Generator cannot be reached immediately, the Contractor shall,
2890 before leaving the Premises, leave a non-collection notice, which indicates the reason
2891 for refusing to Collect the material and lists the phone number for the San Mateo
2892 County Household Hazardous Waste Facility, or other resources as directed by
2893 Agency. Contractor's environmental technician shall be notified to handle the issue
2894 with the Generator. The Contractor's environmental technician shall be required to
2895 guide the Generator to safely containerizing the Hazardous Waste and shall explain
2896 the Generator's options for proper disposition of such material.

2897 If Hazardous Waste is found in a Collection Container or Collection area that could
2898 possibly result in imminent danger to people or property, the Contractor shall
2899 immediately notify the Agency's Fire Department using the nine-one-one (911)
2900 emergency telephone number. The Contractor shall notify the Agency of any
2901 Hazardous Waste identified in Containers or left at any Premises within twenty-four
2902 (24) hours of identification of such material.

2903 **C. Response to Hazardous Waste Identified at Designated Transfer and**
2904 **Processing Facility.** Contractor shall not knowingly deliver Unpermitted Material to
2905 the Designated Transfer and Processing Facility. The Operator shall use reasonable
2906 business efforts and standard industry practices to detect and discover Unpermitted
2907 Material at the facility and shall not knowingly accept Unpermitted Material. In the
2908 event that Unpermitted Material is delivered to the Designated Transfer and
2909 Processing Facility, the Operator shall be entitled to pursue whatever remedies, if
2910 any, it may have against the Generator or Person(s) bringing such Unpermitted
2911 Material to the Designated Transfer and Processing Facility provided that in no case
2912 shall the Agency be considered the Person bringing such Unpermitted Material to the
2913 Designated Transfer and Processing Facility.

2914 Contractor acknowledges that in the event the operator identifies Unpermitted
2915 Materials in the materials delivered by Contractor before the materials are unloaded
2916 at the facility, the Operator has the right to reject the load and direct the Contractor to
2917 cause removal and Disposal of the Unpermitted Material in a safe and lawful manner,
2918 at the sole expense of the Contractor. If the Unpermitted Materials are delivered to
2919 the Designated Transfer and Processing Facility by Contractor and unloaded at the
2920 facility before their presence is detected, and the Generator cannot be identified or
2921 fails to remove the material after being requested to do so, the Contractor shall
2922 arrange for and/or pay for its proper Disposal. Contractor shall make reasonable
2923 efforts to identify and notify the Generator. The Contractor shall make a good faith
2924 effort to recover the cost of any transportation and Disposal from the Generator, and
2925 the cost of this effort, as well as the cost of Disposal shall be chargeable to the
2926 Generator, if appropriate documentation, as deemed necessary by the Agency, is
2927 provided to the Agency within five (5) Business Days of the occurrence.

2928 In the event Contractor delivers Unpermitted Materials on a frequent or continuous
2929 basis to the Designated Transfer and Processing Facility and the Contractor refuses

2930 to provide for the proper handling and disposition of such Unpermitted Material, the
2931 Operator may provide written notice to Agency of such refusal by Contractor.

2932 D. **Reporting, Regulations, and Record Keeping.** Contractor shall comply with
2933 emergency notification procedures required by Applicable Laws and regulatory
2934 requirements. Contractor shall notify all appropriate agencies, including the California
2935 Department of Toxic Substances Control and Local Emergency Response Providers
2936 and the National Response Center of reportable quantities of Hazardous Waste found
2937 or observed in Solid Waste, Targeted Recyclable Materials, Organic Materials,
2938 Electronic Waste, Universal Waste, and Construction and Demolition Debris
2939 anywhere within Service Area. In addition to other required notifications, if Contractor
2940 observes any substances which it or its employees reasonably believe or suspect to
2941 contain Hazardous Wastes unlawfully Disposed of or released on any Agency
2942 property, including storm drains, streets or other public rights of way, Contractor will
2943 immediately notify the Agency and SBWMA.

2944 All records required by regulations shall be maintained at the Contractor's Facility.
2945 These records shall include: waste manifests, waste inventories, waste
2946 characterization records, inspection records, incident reports, and training records.
2947 Contractor shall maintain records showing the types and quantities, if any, of
2948 Hazardous Waste found in Solid Waste, Targeted Recyclable Materials, and Organic
2949 Materials, which was inadvertently Collected from Customers within the Service Area,
2950 but diverted from landfilling.

2951 **8.08 COMMUNICATION AND COOPERATION WITH AGENCY AND SBWMA**

2952 A. **Communications.** The Contractor's general manager shall have e-mail capabilities
2953 to enable the Agency, SBWMA, and the Contractor's general manager to
2954 communicate via e-mail. Contractor's general manager shall respond to Agency and
2955 SBWMA email correspondence within twenty-four (24) hours.

2956 B. **Monthly Meetings.** Upon request from Agency, beginning on the Commencement
2957 Date, and then on a monthly basis thereafter, Contractor shall meet with the Agency
2958 and SBWMA to discuss progress of each active diversion program, quality, and
2959 reliability of Collection services, and compliance with the terms of the Agreement.
2960 SBWMA may attend and participate in these meetings. At each monthly meeting, the
2961 Agency, Contractor, and SBWMA, if attending, shall have the opportunity to present
2962 and discuss proposed changes in service such as changing program requirements or
2963 modifying Collection methods.

2964 C. **Inspection by Agency.** Agency shall have the right, but not the obligation, to
2965 observe and inspect all of the Contractor's operations under this Agreement. In
2966 connection therewith, Agency and SBWMA shall have the right to enter facilities used
2967 by Contractor during operating hours, speak to any of Contractor's employees, and
2968 receive cooperation from such employees in response to inquiries. In addition, upon
2969 reasonable notice and without interference with Contractor's operations, Agency and
2970 SBWMA may review and copy any of Contractor's operational and business records
2971 related to this Agreement. If Agency or SBWMA so requests, Contractor shall make
2972 specified personnel available to accompany Agency and SBWMA employees on
2973 inspections and shall provide electronic copies of records stored in electronic media.

2974 **8.09 COOPERATION WITH DESIGNATED TRANSFER AND PROCESSING FACILITY**
2975 **OPERATOR**

2976 A. **Communications.** If requested by SBWMA, the Contractor shall meet with the
2977 SBWMA and Operator at least once each month to discuss issues related to the
2978 interaction of operations between Contractor and Operator including, but not limited
2979 to:

- 2980 1. Traffic flow;
- 2981 2. Vehicle weighing procedures;
- 2982 3. Targeted Recyclable Materials and Organic Materials Contamination;
- 2983 4. Hazardous Waste screening and safety policies;
- 2984 5. Receiving hours;
- 2985 6. Billing and payment of gate fees for delivery of materials;
- 2986 7. Vehicle parking;
- 2987 8. Employee facilities; and,
- 2988 9. Maintenance facilities.

2989 The Contractor's general manager shall have e-mail capabilities to enable the
2990 Operator and the Contractor's general manager to communicate via e-mail.
2991 Contractor's general manager shall respond to the Operator's email correspondence
2992 within twenty-four (24) hours.

2993 B. **Coordination of Hours.** Contractor shall plan its Collection routes to be compatible
2994 with the Designated Transfer and Processing Facility receiving hours, which shall be,
2995 at a minimum, Monday through Friday from 3:00 a.m. to 6:00 p.m. and Saturday and
2996 Sunday from 6:00 a.m. to 5:00 p.m. Contractor shall deliver Collected materials to
2997 the Designated Transfer and Processing Facility during the receiving hours of the
2998 Designated Transfer and Processing Facility.

2999 C. **Compliance with Facility Rules.** Contractor shall cooperate with Operator and
3000 comply with Operator's requirements including: (i) how and where to unload
3001 Collection vehicles; (ii) respecting operations and construction of new facilities; and,
3002 (iii) the Operator's Hazardous Waste exclusion program. Contractor shall also
3003 cooperate with the Contamination assessment procedures specified in Attachment E-
3004 1. All costs charged by the SBWMA for acceptance of Contractor's materials shall
3005 be paid by Contractor. Contractor shall receive compensation for transfer and
3006 processing costs in accordance with Article 11.

3007 **8.10 BUY-RECYCLED POLICY**

3008 The Contractor shall comply with the purchasing requirements described in this Section,
3009 and shall document its on-going compliance with these requirements upon Agency
3010 request.

3011 A. **Recycled Paper.** The Contractor shall use recycled paper for invoices, Bills, reports,
3012 and public education materials. The recycled paper shall have at least thirty percent
3013 (30%) post-consumer recycled content for uncoated paper and ten percent (10%)
3014 post-consumer recycled content for coated paper based on federal standards.

3015 Contractor shall state on all materials prepared with post-consumer recycled content
3016 the following: "Printed on Recycled Paper."

3017 B. **Re-Refined Motor Oil.** Contractor shall be encouraged but not required to use re-
3018 refined motor oil for its Collection vehicles.

3019 C. **Recycled Plastic.** Contractor shall purchase Carts and Kitchen Pails that contain
3020 the minimum post-consumer content as specified in Attachment D. All Carts and
3021 Kitchen Pails shall be one hundred percent (100%) recyclable.

3022 **8.11 ANNUAL PERFORMANCE HEARING**

3023 A. **Objectives.** Agency or SBWMA may hold a public performance hearing in April or
3024 May of each Rate Year, at which time Contractor shall be present and shall participate
3025 by making a presentation and responding to questions. Agency or SBWMA shall
3026 convene the hearing to address the positive and negative aspects of Contractor's
3027 overall performance. The purpose of the hearing may also involve discussion and
3028 review of technological, economic, and regulatory changes in Collection, waste
3029 reduction, Recycling, processing, and Disposal practices that can improve quality of
3030 service; increase waste reduction and diversion; and ensure services are being
3031 provided effectively and economically. Topics for discussion and review at the
3032 performance hearing shall include, but not be limited to: Contractor's
3033 accomplishments and compliance with various provisions of the Agreement, services
3034 provided, feasibility of providing new services, application of new technologies,
3035 Customer Complaints, possible amendments to this Agreement, developments in the
3036 Applicable Laws and regulations, new initiatives for meeting or exceeding waste
3037 reduction and Recycling goals, regulatory constraints, and Contractor performance.
3038 Agency or SBWMA and Contractor may each select additional topics for discussion
3039 at the performance hearing. As used in this Section 8.11, "Agency or SBWMA"
3040 means Agency if Agency is the one convening the hearing, and SBWMA if SBWMA
3041 is the one convening the hearing.

3042 B. **Process.** Within sixty (60) Days of notification provided by Agency or SBWMA to
3043 Contractor of its intent to conduct a performance hearing, Agency or SBWMA will
3044 submit questions to Contractor pertaining to Contractor's performance and Contractor
3045 shall submit its written response within thirty (30) Days. Agency or SBWMA and
3046 Contractor shall meet to discuss the questions and Contractor's response prior to
3047 submittal by Contractor. Agency or SBWMA and Contractor may request from one
3048 another information or documents related to the scheduled public hearing and Agency
3049 or SBWMA and Contractor shall provide such information promptly.

3050 In addition to Contractor's responses to the questions submitted by Agency or
3051 SBWMA, Contractor may be required to submit a self-assessment report of
3052 Contractor's performance and information pertaining to the following:

3053 1. Recommended Changes or New Services. Changes and/or new services
3054 recommended to improve Agency's or SBWMA's ability to meet and/or exceed
3055 the Agency's or SBWMA's waste reduction and recycling goals and those of the
3056 Act and other State legislation/regulations (such as, but not limited to, AB 341,
3057 AB 901, AB 1594, AB 1826, SB 1061, and SB 1383).

3058 2. Complaint Records. The reports required by this Agreement regarding
3059 Complaints shall be used as one basis for review. Contractor may submit other
3060 relevant performance information and reports for consideration. Agency or

3061 SBWMA may request Contractor to submit specific information for the hearing.
3062 In addition, any Person may submit comments or Complaints during or before
3063 the hearing, either orally or in writing, and these shall be considered.

3064 3. Action Plan. Contractor shall prepare and submit an action plan for improving
3065 and/or modifying its Collection services and other services if requested.

3066 Not less than ten (10) Business Days prior to the scheduled hearing date, Agency or
3067 SBWMA and Contractor shall exchange any written reports and other documents that
3068 will be provided or presented at the hearing. Not less than five (5) Business Days
3069 before the scheduled hearing date, Agency or SBWMA and Contractor shall ensure
3070 their availability to discuss the content and underlying support for such reports.

3071 Agency or SBWMA and Contractor shall attend and participate in the performance
3072 hearing. Contractor may be required to present an oral report on its performance at
3073 the performance hearing. Contractor's failure to attend and participate in the
3074 performance hearing and provide an oral presentation upon request; provide a written
3075 response to the questions or request for a self-assessment report submitted by
3076 Agency or SBWMA; or submit an action plan if requested by Agency or SBWMA may
3077 result in Liquidated Damages pursuant to Attachment J.

3078 Within sixty (60) Days after the conclusion of each performance hearing, Agency or
3079 SBWMA may issue a report. As a result of the review, Agency or SBWMA may
3080 require Contractor to provide expanded or new services within a reasonable time
3081 frame and for reasonable compensation; and Agency or SBWMA may direct
3082 Contractor to take corrective actions for any performance inadequacies.

3083

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3085

ARTICLE 9
RECORD KEEPING AND REPORTING

3086 **9.01 GENERAL**

3087 Contractor shall compile and maintain records related to its performance as necessary to
3088 develop the reports required by this Agreement. Contractor agrees to conduct data
3089 collection, record keeping, and reporting activities necessary to meet the reasonable
3090 reporting and Solid Waste, Recyclable Materials, and Organic Materials program
3091 management needs of the Agency, and to comply with Contractor's obligations under the
3092 Act and other State legislation/regulations (such as, but not limited to, AB 341, AB 1826,
3093 and SB 1383), other Applicable Laws, and the requirements of this Agreement.

3094 Record keeping and reporting requirements specified in this Agreement shall not be
3095 considered a comprehensive list of reporting requirements. In particular, Article 9 is
3096 intended to highlight the general nature of records and reports and their minimum content
3097 and is not meant to comprehensively define the scope and content of the records and
3098 reports. Upon written direction or approval of Agency, the records and reports required
3099 by Contractor in accordance with this and other Articles of the Agreement shall be adjusted
3100 in number, format, or frequency.

3101 Contractor shall maintain all records necessary to allow the Agency to determine
3102 Contractor's compliance with the terms of the Agreement and compliance with the
3103 Performance Standards and Performance Incentives/Disincentives presented in this
3104 Agreement including, but not limited to, those related to the quality of Collection services
3105 and customer service and those identified in Attachments I and J. The records shall be
3106 maintained in a manner that allows for easy verification of Contractor's performance.

3107 **9.02 GENERAL RECORD KEEPING PROVISIONS**

3108 A. **General.** Contractor shall maintain records required to conduct its operations, to
3109 support requests it may make to Agency, and to respond to requests from Agency.
3110 All records shall be maintained for five (5) years after the expiration or early
3111 termination of this Agreement.

3112 In order to set Contractor's Compensation pursuant to Article 11, it is necessary for
3113 Contractor to maintain accurate, detailed financial and operational information in a
3114 consistent format and to make such information available to the Agency in a timely
3115 fashion, and in accordance with reporting requirements specified in this Article.

3116 B. **Inspection of Records.** Agency shall have the right to inspect or review the payroll
3117 tax reports, specific documents or records required expressly or by inference
3118 pursuant to this Agreement, or any other similar records or reports of Contractor that
3119 Agency shall deem, in its sole discretion, reasonably necessary to evaluate reports,
3120 compensation applications provided for in this Agreement, and Contractor's
3121 performance or other matters related to this Agreement.

3122 The Agency, its auditors, and other agents selected by the Agency, shall have the
3123 right, during regular business hours, to conduct unannounced on-site inspections and
3124 review of the records and accounting systems of Contractor and to make copies of
3125 any of Contractor's documents relevant to this Agreement. Upon request, Contractor
3126 shall arrange for records of Related Party Entities to be made available to Agency
3127 and its official representatives for review, to the extent such records are reasonably

3128 necessary to evaluate reports, compensation applications, Contractor's performance,
3129 or other matters related to this Agreement.

3130 C. **Retention of Records.** Unless otherwise herein required, Contractor shall retain all
3131 records and data required to be maintained by this Agreement for the Term plus at
3132 least five (5) years after expiration or early termination of the Agreement. Records,
3133 and data shall be in a chronological and organized form and readily and easily
3134 interpreted. At the Agency's request, records and data required to be retained shall
3135 be retrieved in a timely manner (which shall not exceed more than ten (10) Business
3136 Days unless Contractor obtains prior written approval from the Agency) by Contractor
3137 and made available to the Agency.

3138 Contractor shall maintain copies of all Billings and Billing Collections (e.g., Customer
3139 payments) records or copies of Billing summary reports (that document all Billings
3140 and Billing Collections for each Customer) for five (5) years, following the date of
3141 Billings, for inspection and verification by Agency.

3142 Records and data required to be maintained that are not specifically directed to be
3143 retained that are, in the sole opinion of the Agency, material to the determination of
3144 Contractor's Compensation or Rates or to determination of Contractor's performance,
3145 shall be retrieved by Contractor and made available to the Agency in a timely manner
3146 (which shall not exceed ten (10) Business Days unless Contractor obtains prior
3147 written approval from the Agency). When records and data are not retained or
3148 provided by the Contractor, the Agency may make reasonable assumptions regarding
3149 what information is contained in such records and data, and such assumption(s) shall
3150 be conclusive in whatever action the Agency takes.

3151 D. **Record Security.** Contractor shall maintain adequate record security to preserve
3152 records from events that can be reasonably anticipated such as a fire, theft, and an
3153 earthquake. Electronically-maintained data and/or records shall be protected,
3154 backed up, and stored at a separate site from the original data.

3155 **9.03 RECORD KEEPING REQUIREMENTS**

3156 A. **Maintenance of Financial and Operational Records**

3157 1. General. In order to effectuate Contractor's Compensation pursuant to Article
3158 11, it is necessary for Contractor to maintain accurate, detailed financial and
3159 operational information in a consistent format and to make such information
3160 available to the Agency and the SBWMA in a timely fashion.

3161 2. Contractor's Accounting Records. Contractor shall maintain accurate and
3162 complete accounting records containing the underlying financial and operating
3163 data relating to, and showing the basis for computation of, all costs associated
3164 with providing services under this Agreement. The accounting records shall be
3165 prepared in accordance with Generally Accepted Accounting Principles (GAAP)
3166 consistently applied.

3167 B. **Collection Service Records**

3168 Records shall be maintained and retained by Contractor for Agency relating to:

3169 1. Customer and Billing information including, but not limited to, the following for
3170 each Customer.

- 3171 a. Names, addresses, and phone numbers of Customer, Billing contact
- 3172 Person, and, if appropriate, for property manager or on-site contact Person.
- 3173 b. Solid Waste service level, Targeted Recyclable Materials service level, and
- 3174 Organic Materials service level (where service level includes the number of
- 3175 Containers, size of each Container, and the Collection frequency of each
- 3176 Container).
- 3177 c. Number of tenant or living units at Multi-Family Residential Complexes.
- 3178 d. Service exemptions for SFD Premises (if applicable).
- 3179 e. Special services (e.g., Backyard and Special Handling Collection for SFD
- 3180 Premises, push/pull service, lock/unlock service, Container Relocation
- 3181 Service, Long Distance Service, etc.).
- 3182 2. Contractor's Customer and Billing system shall allow for information to be
- 3183 compiled easily and separately for each Service Sector.
- 3184 3. Weight and volume of material Collected by type (e.g., Solid Waste, Targeted
- 3185 Recyclable Materials, Organic Materials). Where possible, information shall be
- 3186 provided separately for each Service Sector.
- 3187 4. Route sheets and route maps identifying the accounts serviced by each
- 3188 Collection vehicle on a daily basis (e.g., detailed GPS reports).
- 3189 5. Facilities, equipment, and personnel used.
- 3190 6. Facilities and equipment operations, maintenance, and repair.
- 3191 7. Tonnage of Solid Waste, Targeted Recyclable Materials, Universal Waste, and
- 3192 Organic Materials listed separately by materials type and Service Sector and the
- 3193 facility where materials were delivered (e.g., Designated Transfer and
- 3194 Processing Facility).
- 3195 8. Monthly Overall Diversion Level, monthly SFD Diversion Level, and the monthly
- 3196 Commercial Diversion Level (each stated as a percentage) and calculated in
- 3197 accordance with Attachment I.
- 3198 9. Targeted Recyclable Materials, Used Motor Oil and Used Motor Oil Filters,
- 3199 Household Batteries, Cell Phones, and Organic Materials Collection participation
- 3200 and set-out rates.
- 3201 10. Tonnage of materials Collected from On-Call Bulky Item Collection services
- 3202 described in Sections 5.05, 5.06 and 5.12, community collection events as
- 3203 described in Sections 5.13 and 5.14, and abandoned waste clean-up events
- 3204 described in Section 5.09, reported separately by material type Collected and
- 3205 listing destination where materials were delivered (e.g., Goodwill Industries,
- 3206 Designated Transfer and Processing Facility, etc.).
- 3207 11. Tonnage of Solid Waste, Recyclable Materials, and Organic Materials Collected
- 3208 from Venues and Community Events as described in Section 5.08 reported
- 3209 separately by material type Collected and reported separately for each Venue
- 3210 and Community Event as the total Tonnage of each material type for each Venue
- 3211 or Community Event monthly.

- 3212 12. Volume of Used Motor Oil and number of Used Motor Oil Filters Collected by
3213 Contractor reported separately for each facility where materials were delivered.
- 3214 **C. Other Programs Records**
- 3215 Records for other programs shall be tailored to specific needs. In general, Contractor
3216 shall maintain and retain the following records:
- 3217 1. Plans, tasks, and milestones; and,
- 3218 2. Accomplishments including activities conducted, dates, quantities of products
3219 used, produced or distributed, and numbers of participants and responses.
- 3220 **D. Customer Service Records.** Daily logs of all Complaints and Inquiries shall be
3221 retained for a minimum of thirty-six (36) months. Contractor shall maintain and retain
3222 customer service center records which include, but are not limited to, the following
3223 statistics:
- 3224 1. Number of calls received on a daily and monthly basis;
- 3225 2. Number of calls answered on a daily and monthly basis;
- 3226 3. Number of abandoned (dropped) calls on a daily and monthly basis;
- 3227 4. Average abandoned time (i.e., Hold Time before abandoning call);
- 3228 5. Number of delayed calls (i.e., calls where caller is placed on hold before speaking
3229 with a customer service agent) on a daily and monthly basis;
- 3230 6. Average Hold Time for incoming calls on a daily and monthly basis;
- 3231 7. Percentage of calls answered by a Person within thirty (30) seconds on a daily
3232 and monthly basis;
- 3233 8. Percentage of calls answered within three (3) minutes on a daily and monthly
3234 basis;
- 3235 9. Number of e-mail responses sent from the customer service department to
3236 Customers on a monthly basis;
- 3237 10. Number and percentage of Complaint and Inquiry e-mails or submissions
3238 through Contractor website that received responses before close of business on
3239 the Day received on a monthly basis;
- 3240 11. Number and percentage of Complaint and Inquiry e-mails that received
3241 responses by the close of business on the Day following the receipt of the
3242 Complaint or Inquiry;
- 3243 12. Number of Complaints and Inquiries received through Contractor's website on a
3244 daily and monthly basis;
- 3245 13. Names of all Customer service representatives employed; and,
- 3246 14. Minimum, average, and maximum number of customer service representatives
3247 employed during each month.
- 3248 **E. CERCLA Defense Records.** Agency views the ability to defend against CERCLA
3249 and related litigation as a matter of great importance. For this reason, the Agency
3250 regards the ability to prove where Solid Waste Collected in the Agency area was
3251 taken for transfer or Disposal, to be matters of concern. Contractor shall maintain

3252 data retention and preservation systems which can establish where Solid Waste
 3253 Collected in the Service Area was delivered for transfer or Disposal. This provision
 3254 shall survive the expiration of this Agreement.

3255 F. **Compilation of Information for State Law Purposes.** Contractor shall compile
 3256 information on amounts of Solid Waste delivered to the Designated Transfer and
 3257 Processing Facility and to other locations, as well as other information which the
 3258 Agency may reasonably request.

3259 Contractor shall maintain these records for a minimum of ten (10) years after
 3260 expiration or earlier termination of the Agreement. Contractor shall provide these
 3261 records to Agency (upon request or at the end of the record retention period) in an
 3262 organized and indexed manner rather than destroying or Disposing of them.

3263 **9.04 GENERAL REPORTING REQUIREMENTS**

3264 A. **Purpose.** Records shall be maintained and retained in forms, on media, and by
 3265 methods that facilitate flexible use of data contained in them to structure reports, as
 3266 needed. Reports are intended to compile recorded data into useful forms of
 3267 information that can be used to, among other things:

- 3268 1. Evaluate Diversion performance
- 3269 2. Evaluate Contractor's performance
- 3270 3. Monitor Customer participation in Targeted Recyclable Materials and Organic
- 3271 Materials Collection programs and in other programs using several different
- 3272 performance measures
- 3273 4. Monitor changes in the number of Customers and Customers' service levels
- 3274 5. Determine needs for adjustment to programs and cost for such changes
- 3275 6. Evaluate customer service and Complaints
- 3276 7. Determine and set Contractor's Compensation and Rates

3277 B. **Report Format.** Contractor may propose report formats that are responsive to the
 3278 objectives and audiences for each report. The format of each report shall be
 3279 approved by Agency. The Agency may review and request changes to Contractor's
 3280 report formats and content and Contractor shall not unreasonably deny such
 3281 requests. Contractor agrees to submit all reports by e-mail in a format compatible
 3282 with the Agency's software and computers so the Agency can sort and analyze data.
 3283 Contractor shall provide a certification statement, under penalty of perjury by the
 3284 responsible Contractor official, that the report being submitted is true and correct to
 3285 the best knowledge of such official after their reasonable inquiry.

3286 C. **Submittal Schedule and Instructions.** Contractor shall submit monthly reports
 3287 within fifteen (15) Days after the end of the reporting month, quarterly reports within
 3288 thirty (30) Days after the end of the reporting quarter, and annual reports within forty-
 3289 five (45) Days after the end of the reporting year. Contractor shall submit (via e-mail)
 3290 all reports to the person(s) designated by SBWMA and Agency. Each quarterly report
 3291 shall be in lieu of the monthly report for the third month of the quarter; thus, Contractor
 3292 shall submit a total of thirteen (13) periodic reports per year: eight (8) monthly reports,
 3293 four (4) quarterly reports, and one (1) annual report.

3294 D. **Failure to Report.** The refusal or failure of Contractor to file any required reports, or
 3295 to provide required information to Agency, or the inclusion of any materially false or

3296 misleading statement or representation by Contractor in such report shall be deemed
3297 a Contractor default as described in Section 14.01 subject to the notice and cure
3298 provisions of that section and shall subject Contractor to all remedies which are
3299 available to the Agency under the Agreement or otherwise.

3300 E. **Accuracy of Reports.** The failure of Contractor to file accurate and timely reports,
3301 proposal(s), information, or correspondence to Agency or SBWMA, or the inclusion
3302 of any inaccurate or misleading data, statement or representation by Contractor in
3303 such report(s), proposal(s), information, or correspondence to Agency or SBWMA,
3304 shall be subject to Liquidated Damages as set forth in Attachment J. In addition, the
3305 inclusion of any materially false or misleading statement or representation by
3306 Contractor in such report shall be deemed a Contractor default as described in
3307 Section 14.01 subject to the notice and cure provisions of that Section and shall
3308 subject Contractor to all remedies which are available to the Agency under the
3309 Agreement or otherwise.

3310 F. **Source Files.** Contractor shall provide the SBWMA the following information: (i) with
3311 each monthly or quarterly report, a spreadsheet provided by Operator showing all
3312 Tonnages Collected by Contractor and delivered to the Shoreway Recycling and
3313 Disposal Center from Member Agencies during the reporting month, listed separately
3314 by Member Agency, material type, and Service Sector; (ii) with each monthly or
3315 quarterly report, a spreadsheet containing the information required by Sections
3316 9.06.B, 9.06.D, and 9.06.E; and, (iii) with each annual report, a spreadsheet
3317 containing the information required by Section 9.07.B. Such information need not be
3318 included in the published reports provided to Agency.

3319 **9.05 MONTHLY REPORTS**

3320 Monthly reports shall present the information described in this Section in a format agreed
3321 upon by the Agency.

3322 A. **Tonnage Information.** Contractor shall provide the Tonnage information requested
3323 below by Service Sector on a monthly and year-to-date basis, with a comparison to
3324 the prior year. However, the Agency reserves the right to request the monthly
3325 Tonnage data by route.

3326 1. **Solid Waste.** Total Solid Waste Tonnage Collected and Disposed by Service
3327 Sector.

3328 2. **Targeted Recyclable Materials Services.** Total Targeted Recyclable Materials
3329 Tonnage Collected and delivered for processing by Service Sector listed
3330 separately by material type Collected (e.g., Single-Stream Recyclable Materials,
3331 Source Separated cardboard, Source Separated paper, Used Motor Oil, Used
3332 Motor Oil Filters, etc.).

3333 3. **Organic Materials Services.** Total Organic Materials Tonnage Collected and
3334 delivered for processing by Service Sector listed separately by material type
3335 (e.g., Plant Materials, Food Scraps, or Organic Materials).

3336 B. **Diversion Level.** Contractor shall provide the monthly and year-to-date
3337 Calculated Overall Diversion Level, the monthly and year-to-date Residential
3338 Diversion Level, and the monthly and year-to-date Commercial Diversion Level
3339 (each stated as a percentage) calculated in accordance with Attachment I, with

3340 a comparison to the prior year. In addition, Contractor shall present the
3341 calculations used to determine the diversion levels.

3342 C. **Complaint, Inquiry and Service Requests Data.** Contractor shall provide
3343 information on the number of Complaints, Inquiries service requests received from
3344 Customers, Generators, or other Person by category (e.g., missed pickups, noise
3345 Complaints, scheduled On-Call Bulky Item Collection events, Overage events, Billing
3346 concerns, property damage claims, requests for information, delivery of Recycling
3347 Tote-Bags, inventory of Recycling Tote-Bags, etc.). Complaint summary, for each
3348 month, summarized by nature of Complaint, Inquiry, and service request on a
3349 compatible computer disc or other memory device approved by Agency. The
3350 categorization of Complaints, Inquiries, and service requests shall be agreed upon by
3351 the Agency, SBWMA, and Contractor prior to the Commencement Date, and shall be
3352 adjusted during the Term upon agreement between Agency, SBWMA and Contractor.

3353 D. **Call Center Data.** Number of calls received, number of calls answered, number of
3354 dropped calls, percentage of dropped calls, Average Hold Time, percentage of calls
3355 answered in thirty (30) seconds.

3356 E. **Monthly Gross Revenues and Fee Reports.** Pursuant to Article 10, a statement
3357 itemizing each fee paid by Contractor to Agency in the month; detailing calculation of
3358 each monthly fee amount; and stating monthly Gross Revenue Billed, by Service
3359 Sector, for all operations conducted or permitted by this Agreement.

3360 F. **Abandoned Waste Collection.** Contractor shall provide a list of all abandoned waste
3361 Collection events performed identifying the address of each Collection location.

3362 G. **Multi-Family Tote Bag Distribution.** Contractor shall provide a report on Multi-
3363 Family Tote Bag Distribution as required by Article 5, Collection Service, Section
3364 5.03.C.2.

3365 H. **Other Information.** Other information or reports that Agency may reasonably
3366 request or require be added to reporting. These requests may include, but shall not
3367 be limited to, information regarding on-call Bulky Item Collection programs,
3368 abandoned waste Collection, Used Motor Oil and Used Motor Oil Filter Collection,
3369 and Community Events and Venues Collection.

3370 **9.06 QUARTERLY REPORTS**

3371 Quarterly reports shall present the information described in this Section, in addition to the
3372 monthly information required under Section 9.05.

3373 A. **On-Site Customer Assessments and Visual Audits.** Contractor shall report the
3374 number of site assessments and visual audits conducted for Multi-Family Dwelling,
3375 Commercial, and Agency Customers, which are required by Sections 7.04 and 7.05.
3376 SBWMA may request additional statistics as necessary.

3377 B. **Public Education Activities.** Contractor shall report the following public education
3378 activity information.

3379 1. Public education materials produced and total number of each distributed.

3380 2. Dates, times, and names of meetings or events attended.

3381 3. Dates, times, and names of school(s) where presentations were performed.

- 3382 4. Completion of other activities specified in the then-current Three-Year Public
- 3383 Education Plan.
- 3384 5. Other educational activities as may be requested by Agency.
- 3385 C. **Determination and Payment of Liquidated Damages.** In accordance with the
- 3386 requirements of Section 14.07, Contractor shall provide a report that identifies any
- 3387 non-compliance with performance measures listed in Attachment J and include
- 3388 calculation of the Liquidated Damages due. Contractor may include with its report a
- 3389 written request to meet with Agency's Manager or his or her designee to discuss
- 3390 Contractor's evidence refuting the basis for assessing Liquidated Damages
- 3391 pertaining to unacceptable employee behavior. In such cases, Contractor shall
- 3392 include with its report evidence in writing and written testimony of its employees and
- 3393 others relevant to the incident(s)/non-performance. Agency's Manager or his or her
- 3394 designee will provide Contractor with a written explanation of his or her determination
- 3395 on each incident(s)/non-performance. The decision of Agency's Manager or his or
- 3396 her designee shall be final.
- 3397 D. **Account Summary.** Provide the following account summary information in table
- 3398 format:
 - 3399 1. Number of Customers in each Rate and Charge category.
 - 3400 2. Total number of Residential, Commercial, and Drop Box Customers subscribing
 - 3401 to Solid Waste, Targeted Recyclable Materials, and Organic Materials Collection
 - 3402 service listed separately by Service Sector and material type.
 - 3403 3. Percentage of Customers subscribing to Targeted Recyclable Materials
 - 3404 Collection service (listed separately for Multi-Family, Commercial, and Drop Box
 - 3405 Customers), which shall be equal to the total number of Targeted Recyclable
 - 3406 Materials Customers divided by the total number of Solid Waste Customers.
 - 3407 4. Percentage of Customers subscribing to Organic Materials Collection service
 - 3408 (listed separately for Multi-Family, Commercial, and Drop Box Customers), which
 - 3409 shall be equal to the total number of Organic Materials Customers divided by the
 - 3410 total number of Solid Waste Customers.
 - 3411 5. Weekly gallons or cubic yards of service provided to Residential, Commercial,
 - 3412 and Drop Box Customers subscribing to Solid Waste, Targeted Recyclable
 - 3413 Materials, and Organic Materials Collection service listed separately by Service
 - 3414 Sector and material type for one week.
- 3415 E. **Operational Data.** Contractor shall submit the following:
 - 3416 1. A summary of Collection route operational data including: average number of
 - 3417 Customers and Containers serviced per route per Day for each Collection route;
 - 3418 average number of actual both on-route and off-route hours per Day by route
 - 3419 (distinguishing between Standard Collection Vehicle Routes and Special
 - 3420 Collection Vehicle Routes, if appropriate);
 - 3421 2. List of the one hundred (100) largest generators based on weekly Solid Waste
 - 3422 volumes (listed in descending order) within Agency for both Commercial and
 - 3423 Multi-Family Customers. This reporting shall include, at a minimum: the name
 - 3424 of the Customer; the name of the business; the address of the business; the
 - 3425 type(s) of service received (e.g. Collection of Solid Waste, Single-Stream

3426 Targeted Recyclable Materials, Plant Materials, Food Scraps, Organic Materials,
 3427 Source Separated cardboard, Source Separated paper, etc.); the volume of
 3428 service received weekly measured in cubic yards; the frequency of service
 3429 received measured in number of Collections per week; the diversion volume
 3430 measured as total service level volume divided by Targeted Recyclables
 3431 Materials and/or Organic Materials Collection volume; and, the change in service
 3432 level from the prior quarter.

3433 F. **Recycling Technical Assistance Plan Status Report.** Contractor must prepare and
 3434 submit to Agency and SBWMA, a Recycling Technical Assistance Plan Status Report
 3435 providing required reporting information identified in the then-current Three-Year Plan
 3436 (prepared in accordance with Section 7.03.B).

3437 G. **Determination and Payment of Performance Incentives and Disincentives.** In
 3438 accordance with the requirements of Section 11.07, Contractor shall provide on a
 3439 quarterly basis a report that identifies compliance with the performance standards
 3440 listed in Attachment I and includes calculation of the performance incentive payments
 3441 and disincentive assessments due. Performance incentives (in the form of increased
 3442 compensation to Contractor) will be awarded by Agency for excellent performance on
 3443 aspects of diversion and Customer service as specified in Attachment I.

3444 All performance incentives and disincentives payments are to be included in
 3445 Contractor's annual Rate Application and Contractor's Compensation for the next
 3446 Rate Year will be increased or decreased by the net amount of performance incentive
 3447 payments and disincentive assessments calculated in the Application. Performance
 3448 incentives and disincentives for Diversion and Average Speed of Answer and
 3449 performance disincentives for Ninety (90) Second Maximum Hold Time shall be
 3450 calculated in aggregate for the SBWMA Service Area and Agency's share shall be
 3451 proportional based on the Tons of Solid Waste Collected by Contractor for the
 3452 previous Rate Year.

3453 H. **Quality Assurance Program.** Contractor shall report quarterly on quality of the
 3454 Customer service experience when Customer was interacting with Contractor,
 3455 described in Section 7.02.F, during the prior month. The report shall include (i) name
 3456 and Service Sector of each Customer contacted, (ii) date and time, (iii) name of
 3457 Customer service representative placing call, (iv) summary of Customer's responses
 3458 to questions and other information provided, and (v) follow-up actions taken, if any,
 3459 in response to calls. The actual surveys shall be kept by the Contractor compliant
 3460 with the record keeping requirements of the Agreement and such surveys shall be
 3461 made available to the Agency or SBWMA upon request.

3462 9.07 ANNUAL REPORTS

3463 Annual reports shall present the information described in this Section, in addition to the
 3464 monthly and quarterly report information required under Sections 9.05 and 9.06. The
 3465 monthly and quarterly report information shall be presented as well as the annual totals
 3466 for the Rate Year, when applicable (e.g., for Tonnage data, Diversion Level, Complaint
 3467 and Inquiry data, Gross Revenue Billed, and Franchise Fees, etc.)

3468 A. Operational Information

3469 1. Routes by Service Sector

3470 a. Number of routes per Day

- 3471 b. Types of vehicles
- 3472 c. Crew size per route
- 3473 e. Number of full-time equivalent routes
- 3474 f. Number of accounts per route
- 3475 g. Total hours per Service Sector per Day and per year
- 3476 h. Average cost per route
- 3477 i. Route sheets and maps
- 3478 2. Personnel
 - 3479 a. Organizational chart
 - 3480 b. Job classifications and number of full-time equivalent positions for each (e.g.
 - 3481 administrative, customer service representatives, drivers, supervisors,
 - 3482 educational staff, etc.)
 - 3483 c. Annual wages by job classification including benefits
- 3484 3. Productivity Statistics
 - 3485 a. Number of accounts per Service Sector
 - 3486 b. Number of set-outs per Service Sector
 - 3487 c. Tons per route per Day by Service Sector
- 3488 4. Operational Changes
 - 3489 a. Number of routes
 - 3490 b. Staffing
 - 3491 c. Supervision
 - 3492 d. Collection services
- 3493 5. Equipment - An inventory of equipment in accordance with Section 8.04.D.
- 3494 6. Billing - Billing review report in accordance with Section 7.01.F.
- 3495 B. **Customer Account Information.** As part of the annual reporting requirement,
- 3496 Contractor shall make available to Agency detailed Customer account information in
- 3497 tabular format and in electronic format (in computer software format that is compatible
- 3498 with the Agency's) Including the following information for each Customer: account
- 3499 number; service address; assessor parcel number for Accounts agreed to by
- 3500 Contractor and Agency; Customer's name, address, and phone number; Billing
- 3501 contact name, Billing address, and phone number; Solid Waste, Targeted Recyclable
- 3502 Materials, and Organic Materials Collection service level (i.e., number of Containers,
- 3503 size of Containers, frequency of Collection, and Day(s) of Collection), and Rate or
- 3504 Charge billed. For Multi-Family Customers, the Customer account information shall
- 3505 also include the number of dwelling units at each Multi-Family Residential Complex.
- 3506 C. **Customer Service Operations.** Contractor shall annually prepare and submit, to
- 3507 Agency and SBWMA, a Customer Service Operations Plan that shall include, at a
- 3508 minimum, the following sections:
 - 3509 1. Customer Service Call Center
 - 3510 a. Provide the number CSR supervisory staff and describe their
 - 3511 responsibilities.

- 3512 b. Contractor must describe its training strategy for CSR and CSR supervisory
3513 staff.
3514 c. Contractor must describe its strategy and overall approach to attracting and
3515 retaining a high quality CSR staff.
- 3516 2. Website
- 3517 a. Number of on-line payments made
3518 b. Number of On-Call Collection Services scheduled
3519 c. Number of On-Call Bulky Goods Collections scheduled
3520 d. Number of extra Solid Waste pick-ups scheduled
3521 e. Number of service changes requested
3522 f. Number of Complaints documented and resolved
- 3523 3. Customer Information System
- 3524 a. Status of any changes or upgrades made to system software
3525 b. Description of proposed changes to system software
3526 c. Explanation and schedule of training activities
- 3527 4. Staffing
- 3528 5. Commercial customer service
- 3529 D. **Related Party Entities.** Contractor agrees that all financial transactions with all
3530 Related Party Entities shall be approved in advance in writing and disclosed annually
3531 (coinciding with Contractor's annual audited financial statements referred to in this
3532 Section 9.07) to the Agency in a separate disclosure letter to the Agency. This letter
3533 shall include the following information: a general description of the nature of each
3534 transaction, or type of (for many similar) transaction, as applicable. Such description
3535 shall include for each (or similar) transaction, amounts, specific Related Party Entity,
3536 basis of amount (how amount was determined), and description of the allocation
3537 methodology used to allocate any common costs. Amounts shall be reconciled to the
3538 Related Party Entity disclosures made in Contractor's annual audited financial
3539 statements referred to in this Section.
- 3540 At the Agency's request, Contractor shall provide the Agency with copies of working
3541 papers or other documentation deemed relevant by the Agency relating to information
3542 shown in the annual disclosure letter. The annual disclosure letter shall be provided
3543 to the Agency within sixty (60) Business Days of Contractor's Fiscal Year end.
- 3544 E. **Contractor's Review of Billings.** Pursuant to the requirements described in Section
3545 7.01.F, Contractor shall submit a report on its review of Billings.
- 3546 F. **Determination and Payment of Liquidated Damages.** In accordance with the
3547 requirements of Sections 14.07 and 11.07.D, Contractor shall provide with its annual
3548 report, a report that identifies any non-compliance with the performance standards
3549 listed in Attachment J and includes calculation of the Liquidated Damages due. This
3550 report shall be accompanied by supporting documentation identifying Contractor's
3551 compliance or non-compliance with the specified performance standards. The report
3552 submittal shall be accompanied by a check from Contractor in the amount of the
3553 Liquidated Damages due (per Contractor's calculation and self-reporting) for the
3554 reporting period.

3555 G. **Determination and Payment of Performance Incentives and Disincentives.** In
 3556 accordance with the requirements of Section 11.07, Contractor shall provide with its
 3557 annual report, a report that identifies any non-compliance with the performance
 3558 standards listed in Attachment I and includes calculation of the performance incentive
 3559 payments and disincentive assessments due. Performance Incentives (in the form of
 3560 increased compensation to Contractor) will be awarded by Agency for excellent
 3561 performance on aspects of Solid Waste diversion, Collection service delivery and
 3562 customer service as specified in Attachment I. Performance disincentives will be
 3563 assessed by Agency for substandard performance on aspects of Solid Waste
 3564 diversion, Collection service delivery and customer service specified in Attachment I.

3565 Payment related to performance incentives and disincentives are to be included in
 3566 Contractor's annual Rate Application and Contractor's Compensation for the next
 3567 Rate Year will be increased or decreased by the net amount of performance incentive
 3568 payments and disincentive assessments calculated. performance incentives and
 3569 disincentives shall be calculated as specified in Attachment I.

3570 **9.08 REQUIRED SPECIFIC REPORTING**

3571 Event-specific reports shall be submitted following the occurrence of the event as
 3572 described in this Section.

3573 A. **Report of Accumulated Solid Waste; Unauthorized Dumping.** As required by
 3574 Section 7.07, Contractor shall report: (i) the addresses of any Premises at which the
 3575 driver observes that Solid Waste, Targeted Recyclable Materials, and/or Organic
 3576 Materials is accumulating; and (ii) the address, or other location description, at which
 3577 Solid Waste, Targeted Recyclable Materials, and/or Organic Materials has been
 3578 dumped in an apparently unauthorized manner. The report shall be delivered to the
 3579 Agency within one (1) Business Day of such observation.

3580 B. **Hazardous Waste.** As required by Section 8.07, the Contractor shall notify the
 3581 Agency of any Hazardous Waste identified in Containers or left at any Premises within
 3582 twenty-four (24) hours of identification of such material.

3583 C. **Reporting Adverse Information.** Contractor shall provide Agency two (2) copies
 3584 (one (1) to the Agency Manager, one (1) to the Agency Attorney) of all reports,
 3585 pleadings, applications, notifications, Notices of Violation, communications or other
 3586 material relating specifically to Contractor's performance of services pursuant to this
 3587 Agreement, submitted by Contractor to, or received by Contractor from, the United
 3588 States or California Environmental Protection Agency, the California Department of
 3589 Resources Recycling and Recovery (CalRecycle), the Securities and Exchange
 3590 Commission or any other federal, State, County, or local agency, including any
 3591 federal or State court. Copies shall be submitted to Agency simultaneously with
 3592 Contractor's filing or submission of such matters with said agencies. Contractor's
 3593 routine correspondence to said agencies need not be submitted to Agency, but shall
 3594 be made available to Agency promptly upon Agency's written request.

3595 **9.09 UPON-REQUEST REPORTING**

3596 A. **Holiday Tree Services.** Within ten (10) Business Days of Agency's request,
 3597 Contractor shall report the Tonnage of Holiday Trees Collected at the Drop Box sites
 3598 or at drop-off sites (if drop-off sites were established).

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- B. **Summary Assessment.** Within thirty (30) Days of Agency's request, highlight significant accomplishments and problems. Identify recommendations and/or plans to improve services.
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- C. **Hazardous Waste Records.** A summary or copy of the Hazardous Waste records required under Section 8.07.D.
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- D. **GPS Route Reports.** Contractor shall provide GPS reports as reasonably requested by Agency or SBWMA.
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- E. **Other.** The Agency reserves the right to request additional reports from the Contractor, and the Contractor shall deliver such reports within twenty-five (25) Business Days of such request provided that such information is similar in nature to the required elements of the monthly, quarterly, or annual reporting requirements described in Sections 9.05, 9.06, and 9.07. If the information requested by the Agency is not typically part of the Contractor's reporting requirements described in Sections 9.05, 9.06, and 9.07, Contractor shall provide such information if the Contractor is required to maintain the information under the record-keeping requirements described in Sections 9.01, 9.02, and 9.03.
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- Contractor acknowledges that the Agency has to submit information to State and local agencies related to the Act, AB 341, AB 1826, and SB 1383 and may require additional reporting from the Contractor. If Agency needs additional information to complete its reports, Contractor shall provide additional information to the extent Contractor has maintained records on the information requested. The Parties acknowledge that Contractor shall provide reports to the Agency, and shall not submit reports to State or local agencies on the behalf of the Agency.
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ARTICLE 10
FRANCHISE FEE AND OTHER FEES

3625 **10.01 GENERAL**

3626 The fees described in this Article shall be treated as Other Pass-Through Costs for the
3627 purposes of determining the Revenue Requirement and shall be recoverable through the
3628 Agency-set Rates and Charges that Contractor bills Customers. Contractor shall
3629 separately identify any of the fees established under this Article on Customer bills if
3630 directed to do so by Agency.

3631 **10.02 FRANCHISE FEE**

3632 In consideration of the exclusive franchise granted to Contractor by this Agreement, and
3633 to reimburse Agency for costs incurred in administering this Agreement, Contractor shall
3634 pay to Agency a Franchise Fee specified in Attachment M, as may be amended.

3635 **10.03 OTHER FEES**

3636 Agency has adopted or may adopt other fees, which are intended to recover the costs of
3637 services related to Solid Waste management, Recycling, and cleanliness of public streets
3638 and/or public litter and Recycling containers through inclusion in Rates. The other fees
3639 currently in effect, or which are expected to be in effect as of January 1, 2021 are listed in
3640 Attachment M, as may be amended.

3641 **10.04 TIME AND METHOD OF PAYMENT**

3642 On or before the twentieth (20th) Day of each month, Contractor shall pay to Agency (i) the
3643 amount of the Franchise Fees due on Gross Revenues Billed during the immediate
3644 previous month, and (ii) one-twelfth of any other fee established by Agency unless Agency
3645 directs a different payment schedule for such other fees.

3646 Contractor shall provide, concurrently with the payment of fees, a statement showing the
3647 calculation of each fee, including the Gross Revenues Billed from Customers in each
3648 Service Sector for that month. The statement shall be in a format, and contain the level
3649 of detail, specified by Agency. Payments from Contractor to Agency shall be made by
3650 wire transfer or other method authorized by Agency.

3651 If a fee is not paid on time, Contractor shall pay a late payment charge to the Agency equal
3652 to two percent (2%) of the fees due for that month. In addition, Contractor shall pay an
3653 additional two percent (2%) on any unpaid balance for each thirty (30) Day period a portion
3654 of the fee due remains unpaid. Late payment charges are not included in Contractor's
3655 Compensation and may not be recovered through Rates or Charges. Changes to
3656 Contractor's Compensation to reflect increases or decreases in fees, or the addition of
3657 new fees, are not subject to the Special Compensation Review provisions in Section
3658 11.05.

3659 **10.05 ADJUSTMENTS TO FEES; ADDITIONAL FEES**

3660 Agency may from time to time adjust the amount of the fees described in this Article and
3661 may establish other fees which shall be set forth in Attachment M as amended. Changes
3662 in the total amount of fees to be collected by Contractor and remitted to Agency shall be
3663 reflected in an adjustment to Contractor's Compensation and Rates.

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ARTICLE 11
CONTRACTOR'S COMPENSATION AND RATES

3667 **11.01 OVERVIEW**

- 3668 A. Contractor's Compensation includes three components:
 - 3669 1. Annual Cost of Operations. These include the cost of labor, equipment, materials
 - 3670 and supplies, fuel, insurance, bonds, taxes, overhead and all other costs
 - 3671 necessary to perform all the services required, in the manner required, by this
 - 3672 Agreement, with the exception of costs identified in subsection A.3.
 - 3673 2. Profit. Contractor's profit is determined by applying the Operating Ratio of ninety
 - 3674 and one-half percent (90.5%) to annual costs of operation described in subsection
 - 3675 A.1.
 - 3676 3. Contractor Pass-Through Costs. These consist of costs that Contractor is
 - 3677 obligated to pay but on which Contractor does not earn a profit and consist of: (i)
 - 3678 interest expense, and (ii) adjustments to compensation to reflect Agency-specific
 - 3679 Agreement changes (labeled in Attachment N as "Contract Changes to Specific
 - 3680 Agencies").
- 3681 B. Attachment N includes baseline financial and operational information that shall be
- 3682 used to calculate Contractor's Compensation for 2021. The projected 2021 Annual
- 3683 Costs of Operation, Profit, and Contractor Pass-Through Costs shown on Attachment
- 3684 N: (i) were prepared by Contractor; (ii) were allocated among Member Agencies
- 3685 based on the allocations used for Contractor's Application for Rate Year 2017; and,
- 3686 (ii) have been adjusted to reflect refinements in the scope of services and decisions
- 3687 by individual Member Agencies as to specific programs, levels of service, or other
- 3688 unique factors affecting only their jurisdiction.
- 3689 C. Contractor's Compensation for Rate Year Eleven (2021) shall be determined as
- 3690 provided in Section 11.02.A. Annually thereafter, Contractor's Compensation shall
- 3691 be adjusted as provided in Section 11.02.D.
- 3692 D. After the conclusion of each Rate Year, SBWMA will conduct a revenue reconciliation
- 3693 process as provided in Section 11.03. The purpose of this procedure is to reconcile
- 3694 Net Revenues Billed by Contractor for a Rate Year with the approved Contractor's
- 3695 Compensation for that Rate Year. Adjustments to Contractor's Compensation will be
- 3696 made in a subsequent Rate Year to recover any excess revenue from Contractor or
- 3697 to compensate Contractor for a revenue shortfall.
- 3698 E. However, no adjustments to Contractor's Compensation will be made for differences
- 3699 between total costs of operation or Contractor Pass-Through Costs as calculated for
- 3700 the Rate Year and as actually incurred, with the exception of cost differences due to
- 3701 changes in scope of services (Section 15.12) or as authorized by a special
- 3702 compensation review (Section 11.05) or an adjustment under Section 3.03.B. If
- 3703 Contractor's actual annual cost of operations, actual profits and actual Contractor's
- 3704 Pass-Through Costs are more or less than the amounts included in the annual
- 3705 calculation of Contractor's Compensation, Contractor is neither entitled to an increase
- 3706 in compensation, nor subject to a reduction in compensation, in future Rate Years.

3707 **11.02 DETERMINATION OF CONTRACTOR'S COMPENSATION**

3708 A. **Contractor's Compensation for Rate Year Eleven (2021).** Contractor's
3709 Compensation for 2021 shall be determined in 2020 by adjusting Contractor's
3710 estimated projected 2021 Contractor's Compensation shown on Attachment N to
3711 reflect the following factors:

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

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

3727 C. **Reserved**

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

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

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

- 3744 1. In Rate Years Eight, Nine, and Ten (2018, 2019, 2020), an adjustment shall be
3745 made to allocated indirect costs to account for a reduction in the staffing of
3746 Contractor's Waste Zero Specialists (from 8 full-time positions to 6 full-time
3747 positions). The adjustment shall be made by adding a new line item to the
3748 Contractor's Compensation adjustment calculations (after the General and
3749 Administrative line item), which shall be titled "Adjustment for Waste Zero
3750 Specialists" and include a negative amount of \$200,000 for Rate Year Eight (2018).
3751 The annual reduction amount shall be adjusted annually for Rate Year Nine (2019)

3752 and Ten (2020) using the same adjustment method used to adjust the General and
3753 Administrative costs.

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

3755 **11.03 ANNUAL REVENUE RECONCILIATION PROCESS**

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

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

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

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

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

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

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

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

3787 Because the amount of such additional services may vary from year to year and is
3788 unpredictable, the costs and revenues associated with them are not included in
3789 SBWMA's prospective calculation of Contractor's Compensation or in the revenue
3790 reconciliation process described in Attachment K, with the exception that the revenue
3791 reconciliation process shall include Gross Billed Revenue received from SFD
3792 Customers that subscribe to Backyard Collection Services up to the first twenty
3793 percent (20%) of SFD Customers that subscribe to such service. If more than twenty
3794 percent (20%) of the SFD Customers subscribe to Backyard Collection Services,
3795 Contractor shall retain revenues received from SFD Customers in excess of the first

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

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

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

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

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

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

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

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

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

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

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

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

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

3856 **11.05 SPECIAL COMPENSATION REVIEW**

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

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

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

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

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

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

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

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

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

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

3946 **11.07 RATE-SETTING PROCESS**

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

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

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

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

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

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

3993 **11.08 NOTICE OF RATE ADJUSTMENTS**

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

3997 **11.09 POTENTIAL RATE CONSTRAINTS**

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

4003 Until such authoritative judicial guidance is available, the Agency intends to provide
4004 notice of proposed Rates or Charges increases, and an opportunity for public hearing
4005 and protest as required by Article 13.D of the California Constitution.

4006 B. The Agency will not be in default of this Agreement if (i) a majority protest prevents a
4007 proposed Rate increase from being adopted, (ii) a court rules that Rates adopted by
4008 the Agency are not consistent with Article 13.D, or (iii) an initiative reduces Rates from
4009 those in effect. After any such event, the Parties shall promptly meet and confer in
4010 good faith to consider mutually agreeable modifications to service levels
4011 commensurate with the Rates that Contractor may legally charge.

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ARTICLE 12
AGENCY RIGHT TO USE EQUIPMENT AND
FACILITIES

4017 12.01 PURPOSE

4018 The Parties recognize (i) that frequent and continuous collection of Solid Waste, Targeted
4019 Recyclable Materials, and Organic Materials is an essential public service and an
4020 important element of public health in developed communities such as Agency, and (ii) that
4021 even a temporary interruption in the Collection and transport services entrusted to
4022 Contractor may threaten the public health and safety, as well as cause serious financial
4023 harm to business operations in the Agency.

4024 The purpose of this Article is to provide the Agency the ability to respond to such threats
4025 to the public health, safety, and welfare by making use of Contractor's Facilities and
4026 equipment. This Article applies to any interruption of services, regardless of whether or
4027 not Contractor's failure to perform is excused under Section 14.09.

4028 12.02 CONDITIONS AUTHORIZING AGENCY'S RIGHT TO USE OF FACILITIES AND
4029 EQUIPMENT

4030 If Contractor, for any reason, fails, refuses or is unable to Collect Solid Waste, Targeted
4031 Recyclable Materials, and Organic Materials at the times and in the manner required by
4032 this Agreement, and transport them to the Designated Transfer and Processing Facility,
4033 for more than two (2) Business Days, Agency may invoke this Article. Agency shall
4034 provide Contractor written notice that it intends to consider invoking this Article at a public
4035 meeting of its governing body, to be held two (2) or more Business Days from the date of
4036 the notice.

4037 At the meeting, the governing body may invoke its rights under this Article if it determines
4038 that there has been an interruption in Collection service and that such interruption may
4039 continue, thereby threatening the public health, safety and welfare. If the governing body
4040 makes that determination, it may also determine to exercise the Agency's right to (i)
4041 perform Collection and transport services with its own personnel and/or those of other
4042 Member Agencies which have invoked this right under their Franchise Agreements with
4043 Contractor or authorize a third party to do so, and (ii) take possession of any of
4044 Contractor's property, including vehicles and other equipment used or useful in providing
4045 such services or in the Billing and collection of Rates billed for such services (collectively
4046 "Properties").

4047 12.03 NOTICE TO CONTRACTOR

4048 Agency shall deliver written notice to Contractor of its determination to exercise its right to
4049 provide Collection services and to make use of Contractor's Properties to do so. Upon
4050 receipt of the notice, Contractor shall immediately take all steps necessary to make
4051 available to Agency any of its vehicles and equipment that are requested by Agency.
4052 Contractor shall also cooperate in any other way requested by Agency to assist Agency
4053 in providing Collection services on a temporary basis.

4054 **12.04 RIGHTS AND RESPONSIBILITIES OF PARTIES**

4055 Agency will be responsible for the proper use and operation of Contractor's Properties,
4056 including maintenance and repair of vehicles and equipment. Agency will defend,
4057 indemnify and hold Contractor harmless from claims by third parties that are due solely to
4058 Agency's negligence in operating Contractor's vehicles or equipment, and not due in whole
4059 or in part to defects in the design or manufacture of the vehicles or equipment or to
4060 Contractor's failure to maintain them in good and safe operating condition.

4061 If the interruption in service is excused under Section 14.09, Agency will pay Contractor
4062 one hundred dollars (\$100) per Business Day per vehicle, which will constitute full
4063 compensation for use of all Properties. If the interruption in service constitutes a breach
4064 of contract or default, no payment is required.

4065 Revenue received from Customers that is attributable to the period of time during which
4066 Agency provides temporary Collection service shall accrue to Agency rather than
4067 Contractor.

4068 Agency may delegate the use and operation of any or all of Contractor's Properties to a
4069 third party.

4070 If the interruption of Collection service is caused by a breach of contract or default by
4071 Contractor, Liquidated Damages and performance disincentives will continue to accrue
4072 until Contractor resumes the provision of Collection services in full compliance with the
4073 Agreement.

4074 **12.05 DURATION OF AGENCY'S RIGHT TO POSSESSION AND USE OF**
4075 **VEHICLES/EQUIPMENT**

4076 Agency may retain possession of Contractor's Properties and provide Collection services
4077 until the Contractor demonstrates to Agency's satisfaction that it is ready, willing, and able
4078 to resume providing such services, or one hundred eighty (180) Days from the notice given
4079 under Section 12.03, whichever occurs first.

4080 Agency has no obligation to exercise its rights under this Article or, having done so, to
4081 continue to provide Collection services. It may at any time, in its sole discretion, relinquish
4082 possession of Contractor's Properties to Contractor.

4083 Contractor's Properties shall be returned to Contractor in a condition substantially the
4084 same as that which existed at the time the Agency took possession of them, ordinary wear
4085 and tear excepted.

4086 **12.06 GENERAL**

4087 The Agency's exercise of its rights under this Article, (i) does not constitute taking or
4088 damaging of property for which compensation (other than as provided in this Article) must
4089 be paid, and (ii) does not exempt Contractor from its indemnity obligations under Article
4090 13, which are meant to extend to circumstances arising under this Article, provided that
4091 Contractor is not required to indemnify Agency against claims arising from the sole
4092 negligence of Agency's employees or agents in the operation and use of Contractor's
4093 Properties during the time the Agency has sole possession of them.

4094 The Agency's exercise of its rights under this Article does not limit its ability to seek any
4095 of the remedies available to it under Article 14.

4096 The Agency's rights under this Article do not preclude its permanent acquisition of
4097 Contractor's vehicles and equipment used in providing service to Agency through the
4098 exercise of eminent domain.
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ARTICLE 13
INDEMNITY, INSURANCE, BOND, GUARANTY

4102 **13.01 INDEMNIFICATION**

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

4117 **13.02 INSURANCE**

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

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

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

The insurance required by this subsection shall include:

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

- 4143 (iii) Broad Form Blanket Contractual with no exclusions for bodily injury,
- 4144 personal injury or property damage (including coverage for the indemnity
- 4145 obligations contained herein);
- 4146 (iv) Owned, Non-Owned, and Hired Motor Vehicles;
- 4147 (v) Broad Form Property Damage.

4148 The comprehensive general liability insurance shall be written on an "occurrence"
4149 basis (rather than a "claims made" basis) in a form at least as broad as the most
4150 current version of the Insurance Service Office commercial general liability
4151 occurrence policy form (CG0001). If occurrence coverage is not obtainable,
4152 Contractor must arrange for "tail coverage" on a claims made policy to protect
4153 Agency from claims filed within four (4) years after the expiration or earlier
4154 termination of this Agreement relating to incidents that occurred prior to such
4155 expiration or termination.

4156 3. Automobile Liability. Contractor shall maintain automobile liability insurance
4157 covering all vehicles used in performing service under this Agreement with a
4158 combined single limit of not less than ten million dollars (\$10,000,000) per
4159 occurrence for bodily injury and property damage.

4160 4. Pollution (Environmental Impairment) Liability. Contractor shall maintain pollution
4161 liability insurance coverage of not less than ten million dollars (\$10,000,000) per
4162 occurrence covering claims for on-site, under-site, or off-site bodily injury and
4163 property damage as a result of pollution conditions arising out of its operations
4164 under this Agreement.

4165 B. Acceptability of Insureds. The insurance policies required by this section shall be
4166 issued by an insurance company or companies admitted or authorized to do business
4167 in the State of California, subject to the jurisdiction of the California Insurance
4168 Commissioner, and with a rating in the most recent edition of Best's Insurance
4169 Reports of size category XV or larger and a rating classification of A+ or better.

4170 C. Required Endorsements. Without limiting the generality of Sections 13.02.A and
4171 13.02.B, the policies shall contain endorsements in substantially the following form:

4172 1. Workers' Compensation and Employers' Liability Policy.

4173 (a) "Thirty (30) Days prior written notice shall be given to the City of East Palo
4174 Alto in the event of cancellation or non-renewal of this policy." Such notice
4175 shall be sent to:

4176 City Attorney's Office
4177 2415 University Ave
4178 East Palo Alto, CA 94303

4179 (b) "Insurer waives all right of subrogation against the City of East Palo Alto and
4180 its officers and employees for injuries or illnesses arising from work
4181 performed for the City of East Palo Alto."

4182 2. Comprehensive General Liability Policy; Automobile Liability Policy; Pollution
4183 Liability Policy; and Hazardous Materials Policy.

- 4184 (a) "Thirty (30) Days prior written notice shall be given to the City of East Palo
4185 Alto in the event of cancellation, reduction of coverage, or non-renewal of this
4186 policy." Such notice shall be sent to:
4187 City Attorney's Office
4188 2415 University Ave
4189 East Palo Alto, CA 94303
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- 4191 (b) "The City of East Palo Alto, its officers, employees, and agents are additional
4192 insureds on this policy."
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- 4194 (c) "This policy shall be considered primary insurance as respects any other valid
4195 and collectible insurance maintained by the City of East Palo Alto , including
4196 any self-insured retention or program of self-insurance, and any other such
insurance shall be considered excess insurance only."
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- 4198 (d) "Inclusion of the City of East Palo Alto as an insured shall not affect the City
4199 of East Palo Alto rights as respects any claim, demand, suit or judgment
4200 brought or recovered against the Contractor. This policy shall protect
4201 Contractor and the City of East Palo Alto in the same manner as though a
4202 separate policy had been issued to each, but this shall not operate to increase
4203 the company's liability as set forth in the policy beyond the amount shown or
4204 to which the company would have been liable if only one party had been
named as an insured."
- 4205 D. **Deductibles and Self-Insured Retentions.** The liability policies described in
4206 Sections 13.02.A(2) and 13.02.A(3) may contain a deductible or self-insured retention
4207 not to exceed \$500,000 per occurrence. This amount may not be increased without
4208 Agency's prior written consent.
- 4209 Contractor remains responsible for the payment of all losses and investigation, claim
4210 administration and defense expenses, including those of the Agency.
- 4211 E. **Delivery of Proof of Coverage.** No later than ninety (90) Days before the
4212 commencement of operations, Contractor shall furnish Agency one or more
4213 certificates of insurance on a standard ACORD form substantiating that each of the
4214 coverages required hereunder is in force, in form and substance satisfactory to
4215 Agency. Such certificates shall show the type and amount of coverage, effective
4216 dates and dates of expiration of policies and shall be accompanied by all required
4217 endorsements. If Agency requests, copies of each policy, together with all
4218 endorsements, shall also be promptly delivered to Agency. Contractor shall furnish
4219 renewal certificates to Agency to demonstrate maintenance of the required coverages
4220 throughout the Term.
- 4221 F. **Other Insurance Requirements**
- 4222 1. In the event performance of any services is delegated to a Subcontractor,
4223 Contractor shall require such subcontractor to provide statutory workers'
4224 compensation insurance and employer's liability insurance for all of the
4225 Subcontractor's employees engaged in the work. The liability insurance required
4226 by Section 13.02.A(2) and the automobile liability policy required by Section
4227 13.02.A(3) shall cover all Subcontractors or the Subcontractor must furnish

4228 evidence of insurance provided by it meeting all of the requirements of this
4229 Section 13.02.

4230 2. Contractor shall comply with all requirements of the insurers issuing policies.
4231 The carrying of insurance shall not relieve Contractor from any obligation under
4232 this Agreement, including those imposed by Section 13.01. If any claim is made
4233 by any third Person against Contractor or any Subcontractor on account of any
4234 occurrence related to this Agreement, other than claims by employees for work-
4235 related incidents, Contractor shall promptly report the facts in writing to the
4236 insurance carrier and to the Agency.

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

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

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

4245 **13.03 FAITHFUL PERFORMANCE BOND**

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

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

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

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

- 4267 CPI-U Parameters:
- 4268 Area – San Francisco-Oakland-San Jose Metropolitan Area
- 4269 Item – All Items
- 4270 Base Period – Current 1982-84=100
- 4271 Not seasonally adjusted
- 4272 Periodicity – Bi-monthly

4273 Series ID – cuura422sa0

4274 **13.04 ALTERNATIVE SECURITY**

4275 Agency may, in its sole discretion, allow Contractor to provide alternative security in the
4276 amount set forth in Section 13.03, in the form of (a) a prepaid irrevocable standby letter of
4277 credit in form and substance satisfactory to Agency, approved by the Agency's Attorney
4278 and issued by a financial institution acceptable to Agency, or (b) a certificate of deposit in
4279 the name of the Agency and in a form and with a term satisfactory to Agency, accompanied
4280 by an agreement giving Agency the right to draw on the funds deposited satisfactory to
4281 Agency and with a financial institution acceptable to Agency. Interest on the certificate of
4282 deposit will be payable to Contractor.

4283 **13.05 HAZARDOUS WASTE INDEMNIFICATION**

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

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

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

4312 **13.07 GUARANTY**

4313 Concurrently with execution of the 2009 Franchise Agreement, Contractor furnished a
4314 Guaranty of its performance thereunder, in the form of Attachment G, properly executed
4315 by Recology Inc., a California corporation. Said Guaranty by its terms applies to any
4316 amendment to the 2009 Franchise Agreement, including this Agreement. Recology Inc.

4317 then owned and as of the date hereof continues to own all of the issued and outstanding
4318 common stock of Contractor.

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ARTICLE 14
DEFAULT AND REMEDIES

4322 14.01 EVENTS OF DEFAULT

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

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

4351 14.02 RIGHT TO SUSPEND OR TERMINATE UPON DEFAULT

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

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

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

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4373 **14.03 SPECIFIC PERFORMANCE**

4374 By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-
4375 quality service, the lead time required to effect alternative service, and the rights granted
4376 by Agency to Contractor, the remedy of damages for a breach hereof by Contractor is
4377 inadequate and Agency shall be entitled to injunctive relief.

4378 **14.04 RIGHT TO PERFORM; USE OF CONTRACTOR PROPERTY**

4379 If this Agreement is suspended and/or terminated due to a Contractor default, Agency
4380 shall have the right to perform, by contract, in conjunction with other Member Agencies,
4381 or otherwise, the work herein or such part thereof as it may deem necessary. In the event
4382 of Contractor's default, Agency shall have the right to use any of Contractor's equipment,
4383 Facilities, and other property reasonably necessary for the provision of services hereunder
4384 and for the Billing and collection of Rates and Charges billed for those services, upon the
4385 terms provided in Article 12. Agency shall have the right to continue use of such property
4386 until other suitable arrangements can be made for the provision of such services, which
4387 may include the award of a contract to another service provider.

4388 **14.05 DAMAGES**

4389 Contractor shall be liable to Agency for all direct, indirect, special, and consequential
4390 damages arising out of Contractor's default. This Section is intended to be declarative of
4391 existing California law.

4392 **14.06 AGENCY'S REMEDIES CUMULATIVE**

4393 Agency's rights to suspend or terminate the Agreement under Section 14.02, to obtain
4394 specific performance under Section 14.03, and to perform under Section 14.04 are not
4395 exclusive, and Agency's exercise of one such right shall not constitute an election of
4396 remedies. Instead, they shall be in addition to any and all other legal and equitable rights
4397 and remedies that Agency may have, including a legal action for damages under Section
4398 14.05 or imposition of Liquidated Damages under Section 14.07.

4399 **14.07 LIQUIDATED DAMAGES**

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

4406 performance standards, Agency and its residents will suffer damages and that it is and will
 4407 be impracticable and extremely difficult to ascertain and determine the exact amount of
 4408 damages that Agency will suffer. Therefore, the Parties agree that the Liquidated Damage
 4409 amounts listed in Attachment J and the Performance Disincentive amounts listed in
 4410 Attachment I represent a reasonable estimate of the amount of such damages considering
 4411 all of the circumstances existing on the date of this Agreement, including the relationship
 4412 of the sums to the range of harm to Agency that reasonably could be anticipated and
 4413 recognition that proof of actual damages would be costly or inconvenient. By initialing the
 4414 places provided, each Party specifically confirms the accuracy of the statements made
 4415 above and the fact that each Party had ample opportunity to consult with legal counsel
 4416 and obtain an explanation of this liquidated damage provision at the time that this
 4417 Agreement was made.

4418 Contractor Initial Here: _____ Agency Initial Here: _____

4419 Contractor agrees to pay (as liquidated damages and not as a penalty) the amount set
 4420 forth in Attachments J and I.

4421 In addition to considering the reports submitted by Contractor pursuant to Article 9, Agency
 4422 may determine the occurrence of events giving rise to Liquidated Damages or
 4423 Performance Disincentives through the observation of its own employees or agents,
 4424 through discussions with Customers, and through investigation of Customer Complaints
 4425 made directly to Agency. Prior to assessing Liquidated Damages or Performance
 4426 Disincentives based on such observations or investigations, Agency shall give Contractor
 4427 notice of its intention to do so. The notice will include a brief description of the
 4428 incident(s)/non-performance. Contractor may review (and make copies at its own
 4429 expense) all non-confidential information in the possession of Agency relating to
 4430 incident(s)/non-performance. Contractor may, within ten (10) Days after receiving the
 4431 notice, request a meeting with Agency's Manager or his or her designee. Contractor may
 4432 present evidence in writing and through testimony of its employees and others relevant to
 4433 the incident(s)/non-performance. Agency's Manager or his or her designee will provide
 4434 Contractor with a written explanation of his or her determination on each incident(s)/non-
 4435 performance prior to authorizing the assessment of Liquidated Damages or Performance
 4436 Disincentives. The decision of Agency's Manager or his or her designee shall be final.

4437 Agency's right to recover Liquidated Damages for Contractor's failure to meet the service
 4438 performance standards shall not preclude Agency from obtaining equitable relief for
 4439 persistent failures to meet such standards nor from terminating the Agreement for such
 4440 persistent failures.

4441 **14.08 AGENCY DEFAULT**

4442 Agency shall be in default under this Agreement ("Agency default") in the event Agency
 4443 commits a material breach of the Agreement and fails to cure such breach within thirty
 4444 (30) Days after receiving notice from the Contractor specifying the breach, provided that
 4445 if the nature of the breach is such that it will reasonably require more than thirty (30) Days
 4446 to cure, Agency shall not be in default so long as Agency promptly commences the cure
 4447 and diligently proceeds to completion of the cure.

4448 In the event of an asserted Agency default, Contractor shall continue to perform all of its
 4449 obligations hereunder until a court of competent jurisdiction has issued a final judgment
 4450 declaring that Agency is in default.

4451 **14.09 EXCUSE FROM PERFORMANCE**

4452 A. **Force Majeure.** Neither Party shall be in default of its obligations under this
4453 Agreement in the event, and for so long as, it is impossible or extremely impracticable
4454 for it to perform its obligations due to an "act of God" (including, but not limited to,
4455 flood, earthquake, or other catastrophic events), war, insurrection, riot, labor unrest
4456 of other than the Party's employees (including strike, work stoppage, slowdown, sick
4457 out, picketing, or other concerted job action), or other similar cause not the fault of,
4458 and beyond the reasonable control of, the Party claiming excuse. A Party claiming
4459 excuse under this Section must (i) have taken reasonable precautions, if possible, to
4460 avoid being affected by the cause, and (ii) notify the other Party in writing as provided
4461 in Subsection C.

4462 B. **Obligation to Restore Ability to Perform.** Any suspension of performance by a
4463 Party pursuant to this Section shall be only to the extent, and for a period of no longer
4464 duration than, required by the nature of the event, and the Party claiming excuse shall
4465 use its best efforts to remedy its inability to perform as quickly as possible and to
4466 mitigate damages that may occur as result of the event.

4467 C. **Notice.** The Party claiming excuse shall deliver to the other Party a written notice of
4468 intent to claim excuse from performance under this Agreement by reason of an event
4469 of Force Majeure. Notice required by this Section shall be given promptly in light of
4470 the circumstances, but in any event not later than five (5) Days after the occurrence
4471 of the event of Force Majeure. Such notice shall describe in detail the event of Force
4472 Majeure claimed, the services impacted by the claimed event of Force Majeure, the
4473 expected length of time that the Party expects to be prevented from performing, the
4474 steps which the Party intends to take to restore its ability to perform, and such other
4475 information as the other Party reasonably requests.

4476 D. **Agency's Rights in the Event of Force Majeure.** The partial or complete
4477 interruption or discontinuance of Contractor's services caused by an event of Force
4478 Majeure shall not constitute a Contractor default. Notwithstanding the foregoing: (i)
4479 Agency shall have the right to make use of Contractor's Facilities and equipment in
4480 accordance with Article 12 in the event of non-performance excused by Force
4481 Majeure; (ii) if Contractor's failure to perform by reason of Force Majeure continues
4482 for a period of thirty (30) Days or more, Agency shall have the right to immediately
4483 terminate this Agreement; (iii) if Contractor is unable to Collect and transport Solid
4484 Waste as required by this Agreement for a period of two (2) or more consecutive
4485 Business Days or for any three (3) Business Days in a seven (7) Day period as a
4486 result of Force Majeure, Agency shall have the right to make use of Contractor's
4487 Facilities and equipment in accordance with Article 12, and (iv) if Contractor's inability
4488 to Collect and transport Solid Waste continues for two (2) Days or more from the date
4489 by which Contractor gave or should have given notice under Subsection C, Agency
4490 may terminate this Agreement.

4491 **14.10 ASSURANCE OF PERFORMANCE**

4492 If Contractor (i) persistently suffers the imposition of Liquidated Damages under Section
4493 14.07; (ii) is the subject of any labor unrest including work stoppage or slowdown, sickout,
4494 picketing, or other concerted job action; (iii) appears in the reasonable judgment of Agency
4495 to be unable to regularly pay its bills as they become due; (iv) is the subject of a civil or

4496 criminal proceeding brought by a federal, State, regional, or local agency for violation of
4497 an Environmental Law in the performance of this Agreement, or (v) performs in a manner
4498 that causes Agency to be uncertain about Contractor's ability and intention to comply with
4499 this Agreement, Agency may, at its option and in addition to all other remedies it may
4500 have, demand from Contractor reasonable assurances of timely and proper performance
4501 of this Agreement, in such form and substance as Agency may require.
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ARTICLE 15
OTHER AGREEMENTS OF THE PARTIES

4505 **15.01 RELATIONSHIP OF PARTIES**

4506 The Parties intend that Contractor shall perform the services required by this Agreement
4507 as an independent contractor engaged by Agency and not as an officer or employee of
4508 Agency nor as a partner of or joint venturer with Agency. No employee or agent of
4509 Contractor shall be deemed to be an employee or agent of Agency. Except as expressly
4510 provided herein, Contractor shall have the exclusive control over the manner and means
4511 of conducting the services performed under this Agreement, and over all Persons
4512 performing such services. Contractor shall be solely responsible for the acts and
4513 omissions of its officers, employees, Subcontractors, and agents. Neither Contractor nor
4514 its officers, employees, Subcontractors, and agents shall obtain any rights to retirement
4515 benefits, workers' compensation benefits, or any other benefits which accrue to Agency
4516 employees by virtue of their employment with Agency.

4517 **15.02 COMPLIANCE WITH LAW**

4518 In providing the services required under this Agreement, Contractor shall at all times
4519 comply with all Applicable Laws of the United States, the State and Agency, with all
4520 applicable ordinances, regulations promulgated by federal, state, regional, or local
4521 administrative and regulatory agencies, and by Agency, now in force and as they may be
4522 enacted, issued, or amended during the Term, and with all permits affecting the services
4523 to be provided.

4524 **15.03 ASSIGNMENT**

4525 Contractor acknowledges that this Agreement involves rendering a vital service to
4526 Agency's residents and businesses, and that Agency has selected Contractor to perform
4527 the services specified herein based on (i) Contractor's experience, skill, and reputation for
4528 conducting its operations in a safe, effective, and responsible fashion, and (ii) Contractor's
4529 and the Guarantor's financial resources to maintain the required equipment and to support
4530 its indemnity obligations to Agency under this Agreement. Agency has relied on each of
4531 these factors, among others, in choosing Contractor to perform the services to be
4532 rendered by Contractor under this Agreement.

4533 A. **Agency Consent Required.** Contractor shall not assign its rights or delegate or
4534 otherwise transfer its obligations under this Agreement to any other Person without
4535 the prior written consent of Agency. Any such assignment made without the consent
4536 of Agency shall be void and the attempted assignment shall constitute a Contractor
4537 default.

4538 B. **Assignment Defined.** For the purpose of this Section, "assignment" shall include,
4539 but not be limited to, (i) a sale, exchange, or other transfer to a third party of
4540 substantially all of Contractor's assets dedicated to service under this Agreement; (ii)
4541 a sale, exchange, or other transfer of outstanding common stock of Contractor to a
4542 Person who is not a shareholder as of the Effective Date which results in a change in
4543 control of Contractor; (iii) any dissolution, reorganization, consolidation, merger, re-
4544 capitalization, stock issuance or reissuance, voting trust, pooling agreement, escrow
4545 arrangement, liquidation, or other transaction which results in a change of ownership
4546 or control of Contractor; (iv) any assignment by operation of law, including insolvency

4547 or bankruptcy, an assignment for the benefit of creditors, a writ of attachment for an
4548 execution being levied against this Agreement, appointment of a receiver taking
4549 possession of Contractor's property, or transfer occurring in the event of a probate
4550 proceeding; and (v) any combination of the foregoing (whether or not in related or
4551 contemporaneous transactions) which has the effect of any such transfer or change
4552 of ownership, or change of control of Contractor.

4553 C. **Consent Requirements.** If Contractor requests Agency's consideration of and
4554 consent to an assignment, Agency may deny or approve such request in its complete
4555 discretion. No request by Contractor for consent to an assignment need be
4556 considered by Agency unless and until Contractor has met the following
4557 requirements:

4558 1. Contractor shall pay Agency its reasonable expenses for attorneys' fees and
4559 investigation costs necessary to investigate the suitability of any proposed
4560 assignee, and to review and finalize any documentation required as a condition for
4561 approving any such assignment;

4562 2. Contractor shall furnish Agency with audited financial statements of the proposed
4563 assignee's operations for the immediately preceding three (3) operating years;

4564 3. Contractor shall furnish Agency with satisfactory proof: (i) that the proposed
4565 assignee has at least ten (10) years of Solid Waste/Recycling management
4566 experience on a scale equal to or exceeding the scale of operations conducted by
4567 Contractor under this Agreement; (ii) that in the last five (5) years, the proposed
4568 assignee has not been the subject of any administrative or judicial proceedings
4569 initiated by a federal, State, or local agency having jurisdiction over its operations
4570 due to an alleged failure to comply with federal, State, or local laws or that the
4571 proposed assignee has provided Agency with a complete list of such proceedings
4572 and their status; (iii) that the proposed assignee conducts its operations in a safe
4573 and environmentally conscientious manner, in accordance with sound Solid Waste
4574 management practices in full compliance with all federal, State, and local laws
4575 regulating the Collection and Disposal of Solid Waste and all Environmental Laws;
4576 and (iv) of any other information required by Agency to ensure the proposed
4577 assignee can fulfill the terms of this Agreement in a timely, safe, and effective
4578 manner.

4579 D. **No Obligation to Consider.** Agency will not be obligated to consider a proposed
4580 assignment if Contractor is in default.

4581 **15.04 AFFILIATED ENTITY**

4582 Contractor will not form or use any Affiliate to perform any of the services or activities
4583 which Contractor is required or allowed to perform under this Agreement, other than as a
4584 Subcontractor approved by Agency under Section 15.04.

4585 If Contractor enters into any financial transactions with an Affiliate for the provision of labor,
4586 equipment, supplies, services, or capital related to the furnishing of service under this
4587 Agreement, that relationship shall be disclosed to Agency, and in the financial reports
4588 submitted to Agency. In such event, Agency's rights to inspect records and obtain financial
4589 data shall extend to records and data of such Affiliate that are relevant to those specific
4590 financial transactions.

4591 **15.05 CONTRACTOR'S INVESTIGATION**

4592 Contractor has made an independent investigation, satisfactory to it, of the conditions and
4593 circumstances surrounding the Agreement and the work to be performed by it. Contractor
4594 has had the opportunity to inspect the Designated Transfer and Processing Facility and to
4595 review the permits governing its operation, as well as the Source Reduction and Recycling
4596 Element adopted by Agency as required by the Act. Contractor has taken such matters
4597 into consideration in agreeing to provide the services required by, for the compensation to
4598 be provided under, this Agreement.

4599 **15.06 RESERVED**

4600 **15.07 CONDEMNATION**

4601 Agency reserves the rights to acquire the Contractor's property utilized in the performance
4602 of this Agreement through the exercise of eminent domain.

4603 **15.08 NOTICE**

4604 All notices, demands, requests, proposals, approvals, consents, and other
4605 communications which this Agreement requires, authorizes or contemplates shall, except
4606 as provided in Article 14, be in writing and shall either be personally delivered to a
4607 representative of the Parties at the address below or be deposited in the United States
4608 mail, first class postage prepaid, addressed as follows:

4609 If to Agency:

4610 City Manager
4611 City of East Palo Alto
4612 2415 University Ave
4613 East Palo Alto, CA 94303

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4615

4616 If to Contractor:

4617 General Manager
4618 Recology San Mateo County
4619 225 Shoreway Rd.
4620 San Carlos, CA 94070

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4622 The address to which communications may be delivered may be changed from time to
4623 time by a notice given in accordance with this Section.

4624 Contact information for Contractor's General Manager is as follows:

4625 General Manager
4626 Recology San Mateo County
4627 225 Shoreway Rd.
4628 San Carlos, CA 94070

4629 Contact information for Contractor's Environmental Technician is as follows:

4630 Environmental Technician
4631 Recology San Mateo County

4632 225 Shoreway Rd.
4633 San Carlos, CA 94070

4634 Contractor shall promptly provide Agency the name and contact information for the above
4635 employees if there is a change during the Term.

4636 **15.09 REPRESENTATIVES OF THE PARTIES**

4637 A. **Representatives of Agency.** References in this Agreement to "Agency" shall mean
4638 the City of East Palo Alto and all actions to be taken by Agency shall be taken by the
4639 City Council except as provided below. The City of East Palo Alto City Council may
4640 delegate authority to the City Manager, and/or to other Agency officials and may
4641 permit such officials, in turn, to delegate in writing some or all of such authority to
4642 subordinate officers. Contractor may rely upon actions taken by such delegates if
4643 they are within the scope of the authority properly delegated to them.

4644 B. **Representative of Contractor.** Contractor shall, by the Commencement Date,
4645 designate in writing a responsible officer who shall serve as the representative of
4646 Contractor in all matters related to the Agreement and shall inform Agency in writing
4647 of such designation and of any limitations upon his or her authority to bind Contractor.
4648 Agency may rely upon action taken by such designated representative as actions of
4649 Contractor unless they are outside the scope of the authority delegated to him/her by
4650 Contractor as communicated to Agency.

4651 **15.10 DUTY OF CONTRACTOR NOT TO DISCRIMINATE**

4652 In the performance of this Agreement Contractor shall not discriminate, nor permit any
4653 subcontractor to discriminate, against any employee, applicant for employment, or
4654 Customer on account of race, color, national origin, ancestry, religion, sex, age, physical
4655 disability, medical condition, sexual orientation, marital status, or other characteristic, in
4656 violation of any Applicable Law.

4657 **15.11 RESERVED**

4658 **15.12 RIGHT OF AGENCY TO MAKE CHANGES IN SERVICES AND SERVICE LEVELS**

4659 A. Agency may, without amending this Agreement, direct Contractor to cease
4660 performing one or more types of service described in Articles 5 or 6, or may direct
4661 Contractor to modify the scope of one or more such services, may direct Contractor
4662 to perform additional Solid Waste, Targeted Recyclable Materials, Organic
4663 Materials, Used Motor Oil, Used Motor Oil Filters, Household Batteries and Cell
4664 Phones or Plant Materials handling services, or may otherwise direct Contractor to
4665 modify its performance under any other Section of this Agreement. In addition,
4666 SBWMA may, without amendment of this Agreement, direct a change in the number
4667 of Waste Zero Specialists as provided in Section 7.04.A, or a change in Other
4668 Services as provided in Section 7.13. Contractor shall promptly and cooperatively
4669 comply with such direction.

4670 B. If such changes cause an increase or decrease in the cost of performing the
4671 services, an equitable adjustment in the Contractor's Compensation shall be made
4672 pursuant to Section 11.06. Contractor will continue to perform the new or changed
4673 service while the appropriate adjustment in Contractor's Compensation is being
4674 determined.

4675 C. The Agency shall have the right to terminate a program if, in its discretion, the
4676 Contractor is not cost-effectively achieving the program's goals and objectives.
4677 Thereafter, the Agency may utilize a third party to perform these services if the
4678 Agency reasonably believes the third party can improve on Contractor's
4679 performance and cost effectiveness. Notwithstanding these changes, Contractor
4680 shall continue the program during the meet and confer period and, thereafter, until
4681 the third party takes over the program. This subsection C applies to programs
4682 initiated at Agency's direction after the Commencement Date that are beyond the
4683 basic scope of services described in Section 4.01.A.

4684 **15.13 TRANSITION TO NEXT SERVICE PROVIDER**

4685 At the expiration of the Term or the earlier termination of the Agreement, or upon Agency's
4686 approval of a proposed assignment, Contractor shall cooperate fully with Agency to ensure
4687 an orderly transition to any and all new service providers. Contractor shall provide, within
4688 ten (10) Days of a written request by Agency, then-current route lists, which identify each
4689 Customer on the route, its service level (number of Containers, Container sizes, frequency
4690 of Collection, scheduled Collection day), any special Collection notes, and detailed then-
4691 current Customer account and Billing information. Contractor may, but is not required to,
4692 sell Collection vehicles and Containers to the next service provider.

4693 Contractor shall upon Agency request, at least one-hundred-eighty (180) Days prior to the
4694 transition of services, attend meetings with the next service provider and with Agency and
4695 SBWMA staff and consultants to plan the recovery of Contractor's Containers and
4696 placement of the new Containers. Contractor shall perform in accordance with such plan
4697 and direct route supervisors to provide "ride-alongs" so that the new service provider's
4698 employees may ride with drivers in Collection vehicles during Collection operations.
4699 Contractor shall direct its drivers and other employees to provide accurate information to
4700 the new provider about routing and Customers.

4701 **15.14 REPORTS AS PUBLIC RECORDS**

4702 The reports, records, and other information submitted or required to be submitted by
4703 Contractor to Agency (and documents copied pursuant to Section 9.02) are public records
4704 within the meaning of that term in the California Public Records Act, Government Code
4705 Section 6250 *et seq.* Unless a particular record is exempted from disclosure by the
4706 California Public Records Act, it must be disclosed to the public by Agency upon request.

4707 Contractor will not object to Agency making available to the public any information
4708 submitted by the Contractor, or required to be submitted in connection with the
4709 Contractor's Compensation, including but not limited to records described in Article 11.

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ARTICLE 16
MISCELLANEOUS PROVISIONS

4713 **16.01 GOVERNING LAW**

4714 This Agreement shall be governed by, and construed and enforced in accordance with,
4715 the laws of the State of California.

4716 **16.02 JURISDICTION**

4717 Any lawsuits between the Parties arising out of this Agreement shall be brought and
4718 concluded in the courts of the State of California, which shall have exclusive jurisdiction
4719 over such lawsuits. With respect to venue, the Parties agree that this Agreement is made
4720 in and will be performed in San Mateo County.

4721 **16.03 BINDING ON SUCCESSORS**

4722 The provisions of this Agreement shall inure to the benefit of and be binding on the
4723 successors and permitted assigns of the Parties.

4724 **16.04 PARTIES IN INTEREST**

4725 Nothing in this Agreement is intended to confer any rights on any Persons other than the
4726 Parties to it and their permitted successors and assigns.

4727 **16.05 WAIVER**

4728 The waiver by either Party of any breach or violation of any provisions of this Agreement
4729 shall not be deemed to be a waiver of any breach or violation of any other provision nor of
4730 any subsequent breach or violation of the same or any other provision.

4731 **16.06 ATTACHMENTS**

4732 Each of the attachments, identified as Attachments "A" through "S."
4733 is attached hereto and incorporated herein and made a part hereof by this reference.

4734 **16.07 ENTIRE AGREEMENT**

4735 This Agreement, including the attachments, represents the full and entire agreement
4736 between the Parties with respect to the matters covered herein and supersedes all prior
4737 negotiations and agreements, either written or oral.

4738 **16.08 SECTION HEADINGS**

4739 The article headings and section headings in this Agreement are for convenience of
4740 reference only and are not intended to be used in the construction of this Agreement nor
4741 to alter or affect any of its provisions.

4742 **16.09 INTERPRETATION**

4743 This Agreement shall be interpreted and construed reasonably and neither for nor against
4744 either Party, regardless of the degree to which either Party participated in its drafting.

4745 **16.10 AMENDMENT**

4746 This Agreement may not be modified or amended in any respect except by a writing signed
4747 by the Parties.

4748 **16.11 SEVERABILITY**

4749 If a court of competent jurisdiction holds any non-material provision of this Agreement to
4750 be invalid and unenforceable, the invalidity or unenforceability of such provision shall not
4751 affect any of the remaining provisions of this Agreement which shall be enforced as if such
4752 invalid or unenforceable provision had not been contained herein.

4753 **16.12 COSTS AND ATTORNEYS' FEES**

4754 The prevailing Party in any action brought to enforce the terms of this Agreement or arising
4755 out of this Agreement may recover its reasonable costs expended in connection with such
4756 an action from the other Party.

4757 **16.13 NO DAMAGES FOR INVALIDATION OF AGREEMENT**

4758 If a final judgment of a court of competent jurisdiction determines that this Agreement is
4759 illegal or was unlawfully entered into by Agency, neither Party shall have any claim against
4760 the other for damages of any kind (including but not limited to loss of profits) on any theory.

4761 **16.14 REFERENCES TO LAWS**

4762 All references in this Agreement to laws and regulations shall be understood to include
4763 such laws and regulations as they may be subsequently amended or recodified, unless
4764 otherwise specifically provided. In addition, references to specific governmental agencies
4765 shall be understood to include agencies that succeed to or assume the functions they are
4766 currently performing.

4767 **16.15 INDEMNITY AGAINST CHALLENGES TO AGREEMENT**

4768 Contractor shall indemnify, defend, and hold harmless SBWMA, East Palo Alto , and its
4769 and their officers, employees, and agents (collectively, the "Indemnitees") from and
4770 against any and all liability, claim, demand, action, proceeding, or suit of any and every
4771 kind and description brought by a third party challenging the process by which proposals
4772 were solicited and evaluated, or this Agreement was negotiated or awarded to the extent
4773 that such liability, claim, demand, action, proceeding, or suit was caused by Contractor's
4774 failure to comply with Applicable Law or the instructions of any indemnitee with respect to
4775 such process.

4776 **16.16 DISPUTE RESOLUTION**

4777 Should any dispute between the Parties arise out of this Agreement and should the Parties
4778 be unable to resolve the issue, the Parties shall, at the written request of either Party, meet
4779 in mediation and attempt to reach a resolution with the assistance of a mutually acceptable
4780 mediator. Neither Party shall be permitted to file legal action without first meeting in
4781 mediation and making a good faith attempt to reach a mediated resolution, provided that
4782 this limitation shall not apply to a Party if the other Party fails to comply with this section.
4783 The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated
4784 settlement is reached, neither Party shall be deemed the prevailing Party for purposes of
4785 the settlement and each Party shall bear its own legal costs. The mediation shall be
4786 completed within sixty (60) days of the written request of a Party for mediation unless both
4787 Parties agree to extend this timeframe. If litigation is filed regarding any dispute arising
4788 under this Agreement, the action shall be filed in San Mateo County Superior Court and
4789 the court shall award reasonable attorney's fees and costs to the prevailing Party. To the
4790 maximum extent permitted by law, all offers, promises, conduct and statements, whether
4791 oral or written, made in the course of the mediation by any of the Parties, their agents,

4792 employees, experts or attorneys, or by the mediator or any employees of the mediation
4793 service, are confidential, privileged and inadmissible for any purpose, including
4794 impeachment, in any arbitration or other proceeding involving the Parties, provided that
4795 evidence that is otherwise admissible or discoverable shall not be rendered inadmissible
4796 or non-discoverable as a result of its use in the mediation. All applicable statutes of
4797 limitation and defenses based upon the passage of time shall be tolled until the end of the
4798 sixty (60) day period referred to above. The Parties will take such action, if any, required
4799 to effectuate such tolling.

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LAST PAGE OF AGREEMENT

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IN WITNESS WHEREOF, Agency and Contractor have executed this Contract as of

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the day and year first above written.

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CITY OF EAST PALO ALTO

RECOLOGY SAN MATEO COUNTY

4808

By: 

4809

Jaime M. Fontes
City Manager

4810

By: 

DocuSigned by:

Salvatore M. Coniglio

Salvatore M. Coniglio
CEO

4811

Approved as to Form:

4812

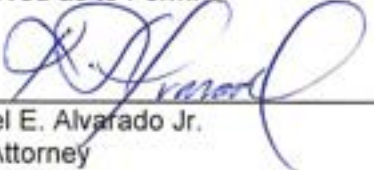
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Rafael E. Alvarado Jr.
City Attorney
City of East Palo Alto

By: 

DocuSigned by:

Cary Chen

Cary Chen
Secretary

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ATTACHMENT A
DEFINITIONS

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

2009 Franchise Agreement

"2009 Franchise Agreement" means the exclusive franchise agreement between Agency and Recology San Mateo County for Solid Waste, Recyclable Materials, and Organic Materials Collection Services for services provided over a ten-year (10-year) period from January 1, 2011 through December 31, 2020, as amended on November 5, 2013.

AB 341

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

AB 1826

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

Act

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

Affiliate

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

Agency

"Agency" means the City of East Palo Alto.

Agency Manager

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

Agreement

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

38 **Applicable Law**

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

45 **Application**

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

48 **Authority**

49 "Authority" means the South Bayside Waste Management Authority or "SBWMA."

50 **Average Hold Time**

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

53 **Average Speed of Answer**

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

58 **Backyard Collection Service**

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

61 **Billings**

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

66 **Bin**

67 "Bin" means a metal Container with capacity of approximately one (1) to six (6) cubic yards, with
68 a hinged lid, with or without wheels, typically serviced by a front-loading Collection vehicle.

69 **Bulky Items**

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

74 **Bulky Item Collection**

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

77 **Business Days**

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

80 **Cart**

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

84 **Cell Phones**

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

87 **Change in Law**

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

- 91 a. The enactment, adoption, promulgation, issuance, modification, or written change in
92 administrative or judicial interpretation on or after January 1, 2011 of any Applicable Law;
93 or
- 94 b. The order or judgment of any governmental body, on or after January 1, 2011, to the extent
95 such order or judgment is not the result of willful or negligent action, error or omission or
96 lack of reasonable diligence of the Agency, or of the Contractor, whichever is asserting
97 the occurrence of a Change in Law; provided, however, that the contesting in good faith
98 or the failure in good faith to contest any such order or judgment shall not constitute such
99 a willful or negligent action, error or omission or lack of reasonable diligence.

100 **Charge**

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

103 **Collect/Collection**

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

107 **Collection Container**

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

111 **Commencement Date**

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

114 **Commercial**

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

121 **Commercial Diversion Level**

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

129 **Commingle**

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

132 **Community Event**

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

136 **Compactor**

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

141 **Complaint**

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

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

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

150 **Container**

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

154 **Container Relocation Service**

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

160 **Contamination**

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

166 **Contamination Level**

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

171 **Contamination Measurement Procedure**

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

176 **Contractor**

177 "Contractor" means Recology San Mateo County.

178 **Contractor's Compensation**

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

182 **Contractor Pass-Through Costs**

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

186 **County**

187 "County" means the County of San Mateo.

188 **Curbside**

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

192 **Customer**

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

197 **Day**

198 "Day" means calendar day unless otherwise specified.

199 **Designated Transfer and Processing Facility**

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

203 **Designated Waste**

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

209 **Discarded Material**

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

215 **Disposal**

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

217 **Designated Disposal Site**

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

220 **Drop Box**

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

224 **Effective Date**

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

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

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

234 **Environmental Laws**

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

246 **Facility/Facilities**

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

252 **Fiscal Year**

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

254 **Food Scraps**

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

261 **Franchise Fee**

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

263 **Generator**

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

267 **Gross Revenue Billed**

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

272 **Guarantor**

273 "Guarantor" means Recology Inc.

274 **Guaranty**

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

276 **Hazardous Substance**

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

292 **Hazardous Waste**

293 "Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous
294 Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02,
295 §25115, and §25117 or in any future amendments to or recodifications of such statutes or
296 identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA),
297 pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all
298 future amendments thereto, and all rules and regulations promulgated there under.

299 **Hold Time**

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

304 Holidays

305 "Holidays" for the purposes of Collection service means New Year's Day and Christmas Day.
306 Holidays for the purposes of local office operations means New Year's Day, Martin Luther King
307 Jr. Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving
308 Day, and Christmas Day. When a Holiday falls on a Saturday, it may be observed on the Friday
309 prior to the Holiday. When a Holiday falls on a Sunday may be observed on the Monday following
310 the Holiday.

311 Holiday Collection Schedule

312 "Holiday Collection Schedule" means the modified Collection service schedule due to a
313 recognized Holiday for Collection service. If a Collection service Holiday falls on Monday,
314 Tuesday, Wednesday, Thursday, or Friday, the service shall be provided the immediately
315 following Day. When a Holiday falls on a Saturday, it may be observed on the Friday prior to the
316 Holiday. When a Holiday falls on a Sunday, it may be observed on the Monday following the
317 Holiday.

318 Holiday Trees

319 "Holiday Trees" means trees targeted for diversion that were purchased and used in celebration
320 of Christmas and other holidays in December and January.

321 Household Batteries

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

327 Household Hazardous Waste

328 "Household Hazardous Waste" means Hazardous Waste generated at Residential Premises.
329 Household Hazardous Waste does not include those items defined as Targeted Recyclable
330 Materials.

331 Including

332 "Including" means including but not limited to.

333 Infectious Waste

334 "Infectious Waste" means biomedical waste generated at hospitals, public or private medical
335 clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries,
336 veterinary facilities, and other similar establishments that are identified in State Health and Safety
337 Code Section 25117.5.

338 Inquiry

339 "Inquiry" means a written or orally communicated request for information, request for Collection
340 services, or request for change in service level made by members of the public, Customers,
341 Owners, or Occupants of properties served by Contractor, or by officers, employees or agents of
342 Agency or SBWMA.

343 **Kitchen Pail**

344 "Kitchen Pail" means a receptacle suitable for the storage of Food Scraps that has a capacity of
345 1.5 to 2.5 gallons, a wire or plastic handle, and a lid.

346 **Line of Business**

347 "Line of Business" means the individual types of Collection service provided by Contractor to each
348 Service Sector, including Recyclable Materials Collection service, Organic Materials Collection
349 service, and Solid Waste Collection service.

350 **Liquidated Damages**

351 "Liquidated Damages" means the amounts owed by Contractor to the Agency for failure to meet
352 specific standards of performance as described in Section 14.07.

353 **Long Distance Service**

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

357 **Major Appliances**

358 "Major Appliances" means any device including, but not limited to, washing machines, clothes
359 dryer, hot water heaters, dehumidifiers, conventional ovens, microwave ovens, stoves,
360 refrigerators, freezers, air-conditioners, trash compactors, and residential furnaces discarded by
361 Customers. Major Appliances are commonly referred to as White Goods.

362 **Materials Recovery Facility (MRF)**

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

369 **Measured Contamination Level**

370 "Measured Contamination Level" means the Contamination Level of the Targeted Recyclable
371 Materials, Plant Materials, and Organic Materials delivered by Contractor to the Designated
372 Transfer and Processing Facility determined in accordance with procedures contained in
373 Attachment E.

374 **Member Agencies**

375 "Member Agencies" means the following jurisdictions: the cities of Belmont, Burlingame, East
376 Palo Alto, Foster City, Menlo Park, Redwood City, San Carlos, and San Mateo; the towns of
377 Atherton and Hillsborough; the County of San Mateo; and the West Bay Sanitary District.

378 **Member Agency Facilities**

379 "Member Agency Facilities" or "Agency Facilities" means any building, site, or open space, owned,
380 or leased and maintained, operated or used by a Member Agency.

381 Missed Pick-Up Collection Event

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

389 Missed Pick-Up Initial Complaint

390 "Missed Pick-Up Initial Complaint" means Complaints received by Contractor, Agency, or SBWMA
391 for missed pick-up of Solid Waste, Targeted Recyclable Materials, and Organic Materials with the
392 exception of Missed Pick-Up Complaints for which Contractor: (i) documented in its Customer
393 service system the Customer's failure to properly set out Container or that the Containers were
394 blocked for Collection based on the route driver's report; and, (ii) coded the call for a recollection
395 request or courtesy pick-up prior to receiving a Missed Pick-Up Complaint on that same Day.

396 Mixed Use Building or Mixed Use

397 "Mixed Use Building" or "Mixed Use" means a Premises containing five (5) or more individual
398 Residential Premises (dwelling units) and one (1) or more Commercial units.

399 Multi-Family, Multi-Family Dwelling, or MFD

400 "Multi-Family," "Multi-Family Dwelling", or "MFD" means an individual Residential Premises in a
401 building that contains five (5) or more individual Residential Premises.

402 Multi-Family Residential Complex or Multi-Family Premises

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

407 Net Revenue Billed

408 "Net Revenue Billed" means the amount determined in accordance with Section 11.03.E of the
409 Agreement.

410 Occupant

411 "Occupant" means a Person who occupies a Premises.

412 On-Call Service

413 "On-Call Service" means Collection service provided by Contractor that is not regularly scheduled
414 or is scheduled more than twenty-four (24) hours in advance. On-Call Service is initiated by
415 Customer or Owner by calling, emailing, or requesting the service in person at Contractor's office.

416 Operating Cost

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

420 **Operating Ratio**

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

424 **Operator**

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

427 **Organic Materials**

428 "Organic Materials" means those materials that will decompose and/or putrefy and that the
429 Agency permits, directs, or requires Generators to separate from Solid Waste and Targeted
430 Recyclable Materials for Collection in specially designated Containers for Organic Materials
431 Collection. Organic Materials include Plant Materials, Food Scraps, paper contaminated with
432 Food Scraps, biodegradable plastic food service ware, pieces of unpainted and untreated wood,
433 and pieces of unpainted and untreated wallboard. No Discarded Material shall be considered
434 Organic Materials, unless such material is separated from Solid Waste and Targeted Recyclable
435 Material.

436 **Other Pass-Through Costs**

437 "Other Pass-Through Costs" means Member Agency Franchise Fees and other fees which are
438 paid to each Member Agency, and fees paid by Contractor to SBWMA for processing and
439 Disposal (including transfer) of materials delivered by Contractor to the Designated Transfer and
440 Processing Facility.

441 **Other Recyclable Material**

442 "Other Recyclable Material" means a subset of Recyclable Materials that are Collected which
443 include, but are not limited to: Household Batteries, Cell Phones, Used Motor Oil, Used Motor Oil
444 Filters, Bulky Items that are Recycled, Major Appliances, E-Scrap, and U-Waste. The purpose of
445 differentiating Other Recyclable Material is to describe a category used to calculate the Overall
446 Diversion Level as specified in Attachment I.

447 **Overage**

448 "Overage" means the amount of Solid Waste placed in or adjacent to a Collection Container that
449 is in excess of the Container capacity.

450 **Overall Diversion Level**

451 "Overall Diversion Level" means the sum of all Recyclable Materials Collected by Contractor
452 divided by the sum of all materials Collected by Contractor in a Rate Year. For the purposes of
453 this definition, Recyclable Materials Collected shall include the sum of Targeted Recyclable
454 Materials, Other Recyclable Materials, and Organic Materials Collected, without adjusting for
455 Contamination.

456 **Owner**

457 "Owner" means the Person holding legal title to the real property constituting the Premises to
458 which Solid Waste, Targeted Recyclable Materials, and/or Organic Materials Collection service is
459 provided.

460 **Party(ies)**

461 "Party(ies)" refers to the Agency and Contractor, individually or together.

462 **Pass-Through Cost**

463 "Pass-Through Cost" means a cost to which no element of overhead, administrative expense, or
464 profit, is added, such that the specific amount of such cost is included without modification in the
465 calculations or reports prepared in implementing this Agreement.

466 **Person**

467 "Person" means any individual, firm, company, association, organization, partnership,
468 corporation, trust, joint venture, the United States, the State, the County, towns, cities, or special
469 purpose districts.

470 **Plant Materials**

471 "Plant Materials" means a subset of Organic Materials consisting of grass cuttings, weeds, leaves,
472 prunings, branches, dead plants, brush, tree trimmings, dead trees (not more than six (6) inches
473 in diameter) and five (5) feet in length, and similar materials generated at Premises, separated
474 and set out for Collection. Plant Materials does not include materials not normally produced from
475 gardens or landscape areas, such as, brick, rock, gravel, large quantities of dirt, concrete, sod,
476 non-organic wastes, oil, and painted or treated wood products. Diseased plants and trees may be
477 excluded from Plant Materials upon mutual consent of Agency and Contractor.

478 **Premises**

479 "Premises" means any land or building where Solid Waste, Recyclable Materials, or Organic
480 Materials is generated or accumulated.

481 **Previous Contractor**

482 "Previous Contractor" means Allied Waste Services of San Mateo County, a division of Republic
483 Services, Inc., which provided Collection services through December 31, 2010.

484 **Rates**

485 "Rates" means the monetary amounts to be charged a Customer by Contractor for providing
486 Collection of Solid Waste, Recyclable Materials, Organic Materials, and other materials.

487 **Rate Year**

488 "Rate Year" means the twelve-month (12-month) period, commencing January 1 of one year and
489 concluding December 31 of the same year, for which Contractor's Compensation is calculated.
490 For purposes of this Agreement, Rate Years are numbered consecutively starting with Rate
491 Period Eleven (January 1, 2021 to December 31, 2021), thus reflecting a continuation of Rate
492 Years One through Ten from the 2009 Franchise Agreement.

493 **Recycling**

494 "Recycling" means the process of sorting, cleansing, treating and reconstituting materials that
495 would otherwise be Disposed of at a landfill for the purpose of returning such materials to the
496 economy in the form of raw materials for new, reused or reconstituted products.

497 **Recycling Blitz**

498 "Recycling Blitz" means a Contractor outreach campaign, undertaken pursuant to Section 7.09,
499 to implement or enhance Recycling or Organics Collection service at Commercial, Mixed Use,
500 and Multi-Family Dwelling Customers.

501 **Recycling Tote-Bag**

502 "Recycling Tote-Bag" means a durable, mesh plastic bag with handles and a carrying capacity of
503 approximately eight (8) gallons distributed to Multi-Family Dwelling Residential Premises and
504 Multi-Family Residential complexes for personal Recycling use.

505 **Recyclable Containers**

506 "Recyclable Containers" means food and beverage packaging receptacles including but not
507 limited to packaging that has California Redemption Value.

508 **Recyclable Materials**

509 "Recyclable Materials" means Discarded Materials that can be re-used, remanufactured,
510 reconstituted, or Recycled.

511 **Related Party Entity**

512 "Related Party Entity" means any Affiliate which has financial transactions with Contractor
513 pertaining to this Agreement.

514 **Residential**

515 "Residential" means of, from, or pertaining to Single-Family Dwellings, Multi-Family Residential
516 complexes, including single-family homes, apartments, condominiums, townhouse complexes,
517 mobile home parks, cooperative apartments, and yacht harbors and marinas where residents live
518 aboard boats.

519 **Residential Diversion Level**

520 "Residential Diversion Level" means the sum of all Residential Recyclable Materials Collected by
521 Contractor divided by the sum of all Residential materials Collected by Contractor. For the
522 purposes of this definition, Recyclable Materials Collected shall include the sum of Targeted
523 Recyclable Materials, Other Recyclable Materials, and Organic Materials Collected, without
524 adjusting for Contamination. Materials Collected from Mixed Use Buildings shall be included in
525 the calculation of the Residential Diversion Level to the extent materials from such Customers are
526 combined during Collection with materials from Residential Premises.

527 **Residential Premises**

528 "Residential Premises" means individual dwelling units such as Single-Family Dwelling units,
529 Multi-Family Dwelling units (such as townhouses, apartments, and condominiums), mobile home
530 park dwelling units, cooperative apartments, and dwelling units at yacht harbors and marinas
531 where residents live aboard boats.

532 **Residential Property**

533 "Residential Property" means property used for residential purposes.

534 **Residential Recyclable Materials**

535 "Residential Recyclable Materials" means Targeted Recyclable Materials Collected from both
536 Single-Family Dwelling Customers and Multi-Family Residential Complexes.

537 **Revenue Requirement**

538 "Revenue Requirement" means the total projected amount of revenue that must be included in
539 determination of Agency's Rates to cover all costs associated with Contractor's Compensation,
540 Contractor Pass-Through Costs, and Other Pass-Through Costs for a Rate Year.

541 **SB 1383**

542 "SB 1383" means the Short-lived Climate Pollutants: Methane Emissions: Dairy And Livestock:
543 Organic Waste: Landfills Act of 2016 (Chapter 395, Statues of 2016 [Lara, SB 1383]), also
544 commonly referred to as "SB 1383", as amended, supplemented, superseded, and replaced from
545 time to time. Of particular significance to the Collection services provided under the terms of this
546 Agreement, SB 1383 establishes State-wide targets for the reduction of Organic Materials
547 Disposal.

548 **SBWMA**

549 "SBWMA" means the South Bayside Waste Management Authority, which is a joint powers
550 authority comprised of the Member Agencies.

551 **SBWMA Service Area**

552 "SBWMA Service Area" means the service area comprised of the SBWMA's Member Agencies,
553 which include the following: Town of Atherton, City of Belmont, City of Burlingame, City of East
554 Palo Alto, City of Foster City, Town of Hillsborough, City of Menlo Park, City of Redwood City,
555 City of San Carlos, City of San Mateo, sections of unincorporated San Mateo County, and West
556 Bay Sanitary District.

557 **Service Area**

558 "Service Area" means the area within, and, if applicable, outside Agency's jurisdictional
559 boundaries with respect to which Agency exercises franchising authority for the Collection of Solid
560 Waste, Targeted Recyclable Materials, Organic Materials, or other materials pursuant to this
561 Agreement.

562 **Service Day**

563 "Service Day" means Monday through Sunday excluding Holidays specified in this Attachment A
564 for the Collection services.

565 **Service Opportunity**

566 "Service Opportunity" means each individual opportunity the Contractor has to Collect Solid
567 Waste, Targeted Recyclable Materials, and Organic Materials from a Customer's Container which
568 is equivalent to the required Single-Family, Multi-Family, and Commercial lifts. For example, for
569 a Single-Family Customer with regular weekly service, Contractor has three (3) Service
570 Opportunities per week – one (1) for Solid Waste Collection, one (1) for Targeted Recyclable
571 Materials, and one (1) for Organic Materials.

572 **Service Sector**

573 "Service Sector" means Collection services for each of the following types of services: Single-
574 Family; Multi-Family; Commercial; and Member Agency Facilities.

575 **Single-Family, Single-Family Dwelling, or SFD**

576 "Single-Family," "Single-Family Dwelling," or "SFD" means a Premises used as a Residential
577 dwelling and includes each unit of a duplex, triplex, fourplex or townhouse condominium at which
578 there are no more than four dwelling units where individual Solid Waste, Targeted Recyclable
579 Materials, and Organics Materials Collection is provided separately to each dwelling unit.

580 **Single-Stream Targeted Recyclable Materials**

581 "Single-Stream Targeted Recyclable Materials" shall mean Targeted Recyclable Materials which
582 have been Commingled by the Generator and placed in a Container for the purposes of Collection.

583 **Solid Waste**

584 "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, as
585 defined in California Public Resources Code Section 40191. For the purposes of this Agreement,
586 "Solid Waste" does not include abandoned vehicles and parts thereof, Hazardous Waste or low-
587 level radioactive waste, medical waste, Source Separated Targeted Recyclable Materials, Source
588 Separated Plant Materials, or Source Separated Organic Materials.

589 **Source Separated**

590 "Source Separated" means materials which otherwise would become Solid Waste, but have been
591 segregated by the Generator, such as Targeted Recyclable Materials or Organic Materials, for
592 the purpose of reuse, Recycling, or composting, to be Collected by Contractor or others.

593 **Special Handling Service**

594 "Special Handling Service" means the provision of Collection service to a SFD in the rear or side
595 Premises. Customers eligible for this service include only those that submit documentation (e.g.,
596 a form signed by a doctor) of their inability to perform the generally applicable Curbside Collection
597 set-out requirements.

598 **Specialty Recyclable or Reusable Material**

599 "Specialty Recyclable or Reusable Material" means Recyclable Materials that are not Targeted
600 Recyclable Materials but that may be collected for purposes of Recycling by any Person operating
601 in accordance with the Agency Municipal Code. Such Specialty Recyclable or Reusable Materials
602 include, but are not limited to, scrap metal weighing more than ten (10) pounds, Construction and
603 Demolition Debris, pallets, plastic film, and reusable furniture.

604 **Speed of Answer**

605 "Speed of Answer" means the amount of time before a call is answered once that call is queued
606 upon completion of the introductory voicemail message(s) or Customer bypassing the
607 message(s).

608 **Shoreway Recycling and Disposal Facility**

609 "Shoreway Recycling and Disposal Facility" means the Shoreway Recycling and Disposal Center
610 at 225 and 333 Shoreway Road, San Carlos, California, which is owned by SBWMA.

611 **State**

612 "State" means the State of California.

613 **Subcontractor**

614 "Subcontractor" means a Person which has entered into a contract with the Contractor for the
615 performance of work that is necessary for the Contractor's fulfillment of its obligations under this
616 Agreement.

617 **Targeted Recyclable Materials**

618 "Targeted Recyclable Materials" means a subset of Recyclable Materials that includes:
619 newspaper (including inserts, coupons, and store advertisements); mixed paper (including office
620 paper, computer paper, magazines, junk mail, catalogs, brown paper bags, paperboard, paper
621 egg cartons, telephone books, books, colored paper, construction paper, envelopes, legal pad
622 backings, shoe boxes, cereal and other similar food boxes); chipboard; corrugated cardboard;
623 paper milk cartons; glass containers of any color (including brown, blue, clear, and green);
624 aluminum (including food and beverage containers, foil, small pieces of scrap metal); small pieces
625 of scrap metal weighing less than ten (10) pounds and fitting into the Targeted Recyclable
626 Materials Collection Container (excluding chain, cable, wire, banding, hand tools, and automotive
627 parts); steel, tin or bi-metal containers; plastic containers (i.e., all plastic containers stamped with
628 the Society for the Plastics Industry (SPI) code #1 through #7; and plastic containers that are not
629 stamped but clearly can be identified as PET, HDPE, polypropylene). The list of "Targeted
630 Recyclable Materials" may be modified as technology or commodity markets change during the
631 term of the Agreement. Modifications to the list of "Targeted Recyclable Materials" shall be subject
632 to mutual agreement between the SBWMA, Agency, and Contractor.

633 **Term**

634 "Term" shall have the meaning ascribed to it Section 3.02.

635 **Ton (or Tonnage)**

636 "Ton (or Tonnage)" means a unit of measure for weight equivalent to 2,000 pounds where each
637 pound contains 16 ounces.

638 **Transfer Station**

639 "Transfer Station" means a Facility primarily used for the purpose of transferring Solid Waste from
640 Collection vehicles to transfer vehicles (but which may include recovery operations) to more
641 efficiently transport Solid Waste to the Disposal Site. For the purposes of this Agreement, Agency
642 has designated the Shoreway Recycling and Disposal Center, located at 225 and 333 Shoreway
643 Road, San Carlos, CA, as its designated Transfer Station.

644 **Spills of Discarded Materials**

645 "Spills of Discarded Materials" means any Solid Waste, Targeted Recyclable Materials, or Organic
646 Materials spilled or left at established Collection sites by Contractor after Collection, other than
647 small particles of grass clippings and leaves of the size and volume that may be collected by
648 regular street sweeping operations which may be left behind.

649 **Universal Waste (or U-Waste)**

650 "Universal Waste," or "U-Waste," means all wastes defined by Title 22, Subsections 66273.1
651 through 66273.9 of the California Code of Regulations. These include, but are not limited to,
652 batteries, fluorescent light bulbs, mercury switches, and Electronic Waste. U-Waste does not
653 include those items defined herein as Targeted Recyclable Materials.

654 **Unpermitted Materials**

655 "Unpermitted Materials" mean wastes or other materials that the Designated Transfer and
656 Processing Facility is not permitted to receive, including Hazardous Waste and Hazardous
657 Substances.

658 **Used Motor Oil**

659 "Used Motor Oil" means used motor oil from automobiles and other light duty vehicles intended
660 for personal use which is removed from cars at a Residential Premises and not as a part of a for-
661 profit or other business activity.

662 **Used Motor Oil Filter**

663 "Used Motor Oil Filter" means a used motor oil filter from automobiles and other light duty vehicles
664 intended for personal use which is removed from the vehicle at a Residential Premises and not
665 as a part of a for-profit or other business activity.

666 **Venue**

667 "Venue" means a permanent facility that during any year seats or serves an average of more than
668 2,000 individuals per day of operation. Both people attending the event and those working at it,
669 including volunteers, are included in this number.

670 **Waste Zero Specialists**

671 "Waste Zero Specialists" are the Contractor's staff members responsible for recycling promotion
672 directed primarily to Commercial and Multi-Family customers in the SBWMA Service Area.

673 **Weekly Collection Service**

674 "Weekly Collection Service" means Collection Service that is scheduled in advance from Monday
675 through Friday and provided once-per-week on the same day or days each week.

676 **White Goods**

677 "White Goods" means Major Appliances.
678

**ATTACHMENT B
LIST OF AGENCY FACILITIES
CITY OF EAST PALO ALTO**

Customer Name	Service Address	Rate Code		# of Units	MON	TUE	WED	THU	FRI	SAT	SUN
CITY OF EAST PALO ALTO	1960 TATE ST	BATCG		1	ON CALL						
CITY OF EAST PALO ALTO	1960 TATE ST	C1YG1	MSW	1		X					
CITY OF EAST PALO ALTO-POLICE	141 DEMETER ST	C20G	MSW	2	ON CALL						
CITY OF EAST PALO ALTO-POLICE	141 DEMETER ST	C2YG1	MSW	1		X					
CITY OF E PALO ALTO JOEL DAVIS	2277 UNIVERSITY AVE	C2YG1	MSW	1		X					
CITY OF EAST PALO ALTO-POLICE	141 DEMETER ST	C2YR	REC	1		X					
CITY OF EAST PALO ALTO	1960 TATE ST	C2YR	REC	1				X			
CITY OF E PALO ALTO JOEL DAVIS	2277 UNIVERSITY AVE	C2YR	REC	1		X					
CITY OF EAST PALO ALTO	DAISY LN	C32G	MSW	6			X				
CITY CAN - EAST PALO ALTO	2111 UNIVERSITY AVE #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	2200 UNIVERSITY AVE #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	2201 UNIVERSITY AVE #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	2124 UNIVERSITY AVE #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	WOODLAND AVE @ MANHATTAN AVE	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	660 DONOHUE ST #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	896 DONOHUE ST #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1586 BAY RD #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	941 NEWBRIDGE ST #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	E BAYSHORE RD @ EUCLID AVE	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	2400 GONZAGA ST @ BAY RD	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	2405 GONZAGA ST @ BAY RD	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	2401 ILLINOIS ST @ BAY RD	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1730 BAY RD #	C32G	MSW	1				X			
CITY CAN	1760 BAY RD #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1794 BAY RD #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	UNIVERSITY AVE @ WOODLAND	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	2390 CLARKE AVE #	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1994 MANHATTAN AVE	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1928 PULGAS AVE	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1233 BAY RD	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1130 NEWBRIDGE ST	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1128 NEWBRIDGE ST	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1531 BAY RD	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1385 BAY RD	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	1711 BAY RD	C32G	MSW	1				X			
CITY CAN - EAST PALO ALTO	2400 GONZAGA ST @ BAY RD	C32R	REC	1				X			
CITY CAN - EAST PALO ALTO	2405 GONZAGA ST @ BAY RD	C32R	REC	1				X			
CITY CAN - EAST PALO ALTO	2401 ILLINOIS ST @ BAY RD	C32R	REC	1				X			
CITY CAN - EAST PALO ALTO	1730 BAY RD #	C32R	REC	1				X			
CITY CAN	1760 BAY RD #	C32R	REC	1				X			
CITY CAN - EAST PALO ALTO	1794 BAY RD #	C32R	REC	1				X			
CITY CAN - EAST PALO ALTO	2390 CLARKE AVE #	C32R	REC	1				X			
CITY CAN - EAST PALO ALTO	1711 BAY RD	C32R	REC	1				X			
CITY OF EAST PALO ALTO	1960 TATE ST	C96D	ORD	1				X			
CITY OF EAST PALO ALTO	150 TARA RD	C96R	REC	5					X		
CITY OF EAST PALO ALTO	150 TARA RD	30YD	MSW	1				X			
CITY OF EAST PALO ALTO	150 TARA RD	30YD	MATTRESS	1	ON CALL						
CITY OF EAST PALO ALTO	150 TARA RD	30YD	ORD	1					X		
CITY OF EAST PALO ALTO	150 TARA RD	15YD	DIRT/CONCRETE	1	ON CALL						
CITY OF EAST PALO ALTO	150 TARA RD	15YD	METAL	1	ON CALL						
CITY OF EAST PALO ALTO	150 TARA RD	6YD	SLUDGE	1	ON CALL						

**ATTACHMENT C
COMMUNITY EVENTS
CITY OF EAST PALO ALTO**

- **Bell Street Park Event** (once per year)
- **Juneteenth**
- **California Coastal Clean-up Day** (EPA Bay Trail & San Francisquito Creek Clean-up Day – 3rd Saturday in September)
- **National Night Out** (Drop containers at EPA Corp Yard for City's distribution to event sites)

Attachment D Container Specifications

Container Specifications - Carts					
1.	Material to be Collected	Color	Default Capacity		
	Solid Waste	Black	32 gallons		
	Targeted Recyclable Materials	Blue	64 gallons		
	Organic Materials	Green	96 gallons		
2.	Manufacturer.....		<u>Toter Inc.</u>		
3.	Material of Construction.....		<u>LMPDE – Linear Medium Density Polyethylene</u>		
4.	Recycled Content (percentage).....		<u>Minimum of thirty percent (30%) post-consumer recycled content material</u>		
5.	Manufacturing Method (rotational molding, injection molding, other.).....		<u>Rotational molding for 32,64,and 96 gallon carts</u> <u>Injection molding for 20 gallon cart</u>		
	Cart Size	20 gallons¹	32 gallons	64 gallons	96 gallons
6.	Durability (in service years)	<u>10+</u>	<u>10+</u>	<u>10+</u>	<u>10+</u>
7.	Cost of Each Container	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
8.	Dimensions of Each Container (Length x Width x Height)	<u>24.25 x</u> <u>19.25 x</u> <u>38.50</u>	<u>24.25 x</u> <u>19.25 x</u> <u>38.50</u>	<u>31.75 x</u> <u>24.25 x</u> <u>41.75</u>	<u>35.25 x</u> <u>29.75 x</u> <u>43.25</u>
9.	Wheel Size (carts only)	<u>10"</u>	<u>10"</u>	<u>10"</u>	<u>10"</u>
1.	Maximum Load Weight (lbs)	<u>60-74 lbs</u>	<u>112 lbs</u>	<u>224 lbs</u>	<u>336 lbs</u>
10.	Manufacturer's warranty (years)	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>
11.	Labeling (list methods).....	<u>Hot Stamp on Body and/or Lid</u>			

¹ The 20-gallon Cart shall be a 32-gallon Cart with an insert to reduce the capacity from 32 gallons to 20 gallons. It will be manufactured by Toter

Attachment D Container Specifications

Container Specifications – Kitchen Pails	
1. Kitchen Pail (Food Waste) <input checked="" type="checkbox"/>	
2. Manufacturer.....	<u>Norseman Environmental Products</u>
3. Material of Construction	<u>High Density Polyethylene</u>
4. Recycled Content (percentage).....	<u>Minimum of twenty percent (20%) post-consumer recycled content material</u>
5. Color	<u>Green body</u> <u>White lid</u> <u>White handle</u>
6. Durability (in service years)	<u>Five (5) years plus</u>
7. Cost of Each Kitchen Pail	<u>N/A</u>
8. Dimensions of Each Kitchen Pail (Length x Width x Height) ...	<u>12" x 8.6" x 8.6"</u>
9. Manufacturer's warranty	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If Yes, Number of Years = five (5)
10. Labeling (list methods).....	<u>Hot stamped on front</u> <u>and/or</u> <u>Label affixed to front or on lid</u>

Attachment D Container Specifications

Container Specifications – Recycling Tote Bag	
1. Recycling Tote Bags	<input checked="" type="checkbox"/>
2. Manufacturer.....	<u>Multibag</u>
3. Material of Construction	<u>Polypropylene</u>
4. Recycled Content (percentage)	<u>60% Recycled Polypropylene, 35% Virgin Polypropylene, 3% White pigment, and 2% Printing ink</u>
5. Color	<u>Available in any Pantone color</u>
6. Durability (in service years)	<u>5 – 10 Years</u>
7. Cost of Tote Bag.....	<u>N/A</u>
8. Dimensions of Recycling Tote Bag (Length x Width x Height)	<u>15 x 7 x 15 (inches)</u>
9. Manufacturer's warranty	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, Number of Years = _____
10. Labeling (list methods)	<u>Silkscreen</u>

Attachment D Container Specifications

Container Specifications - Bins				
1. Material to be Collected.	Garbage	<input checked="" type="checkbox"/>	Color = Gray	
	Targeted Recyclables	<input checked="" type="checkbox"/>	Color = Blue	
	Organic Materials	<input checked="" type="checkbox"/>	Color = Green	
	C&D Materials	<input checked="" type="checkbox"/>	Color = TBD	
2. Manufacturer.....	<u>Consolidated Fabricators</u>			
3. Material of Construction	<u>Steel Body</u>	<u>HDPE Plastic Lid</u>		
4. Recycled Content (percentage).....	<u>30%</u>			
5. Manufacturing Method	<u>Welded (Body)</u>		<u>Molded (Lid)</u>	
6. New or Used (Agency authorization required).....	<input type="checkbox"/> New		<input checked="" type="checkbox"/> Used	
7. Date of Last Refurbished	_____			
Container Size (cubic yards)	<u>1</u> CY	<u>2</u> CY	<u>3</u> CY	<u>4</u> CY
8. Color	_____	_____	_____	_____
9. Durability (in service years)	<u>7+</u>	<u>7+</u>	<u>7+</u>	<u>7+</u>
10. Cost of Each Container.....	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
11. Dimensions of Each Container (Length x Width x Height)	<u>72" x 24" x 28"</u>	<u>72" x 34.5" x 34.5"</u>	<u>72" x 41.5" x 41.5"</u>	<u>72" x 50.5" x 46"</u>
12. Wheel Size (if appropriate)	<u>6"</u>	<u>6"</u>	<u>6"</u>	<u>6"</u>
13. Maximum Load Weight (lbs)	<u>600</u>	<u>1,000</u>	<u>1,400</u>	<u>1,800</u>
14. Manufacturer's warranty (years)	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
15. Labeling (list methods)	<u>Paint and decals</u>			

Attachment D Container Specifications

Container Specifications – Bins				
1. Material to be Collected.	Garbage	<input checked="" type="checkbox"/>	Color = Gray	
	Targeted Recyclables	<input checked="" type="checkbox"/>	Color = Blue	
	Organic Materials	<input checked="" type="checkbox"/>	Color = Green	
	C&D Materials	<input checked="" type="checkbox"/>	Color = TBD	
2. Manufacturer.....	<u>Consolidated Fabricators</u>			
3. Material of Construction	<u>Steel Body</u>	<u>HDPE Plastic Lid</u>		
4. Recycled Content (percentage).....	<u>30%</u>			
5. Manufacturing Method	<u>Welded (Body) Molded (Lid)</u>			
6. New or Used (Agency authorization required).....	<input type="checkbox"/> New		<input checked="" type="checkbox"/> Used	
7. Date of Last Refurbished	_____			
Container Size	<u>6</u> CY	<u>8</u> CY	<u>9</u> CY	<u>15</u> CY
8. Color	_____	_____	_____	_____
9. Durability (in service years)	<u>7+</u>	<u>7+</u>	<u>7+</u>	<u>7+</u>
10. Cost of Each Container	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
11. Dimensions of Each Container (Length x Width x Height)	<u>72"x66"x50"</u>	<u>72" x 72" x 56"</u>	<u>8x12x34"</u>	<u>8x12x55"</u>
12. Wheel Size (if appropriate)	<u>n/a</u>	<u>n/a</u>	<u>10"</u>	<u>10"</u>
13. Maximum Load Weight (lbs)	<u>2,000</u>	<u>2,200</u>	<u>15,000</u>	<u>15,000</u>
14. Manufacturer's warranty (years)	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
15. Labeling (list methods)	<u>Paint and decals</u>			

N/A means "not applicable."
 CY means "cubic yard."
 TBD means "to be determined."

Attachment D Container Specifications

Container Specifications – Drop Boxes				
1. Material to be Collected.	Garbage	<input checked="" type="checkbox"/>		
	Targeted Recyclables	<input checked="" type="checkbox"/>		
	Organic Materials	<input checked="" type="checkbox"/>		
	C&D Materials	<input checked="" type="checkbox"/>		
2. Manufacturer.....	<u>Consolidated Fabricators</u>			
3. Material of Construction	<u>Steel Body</u>	Steel Lid		
4. Recycled Content (percentage).....	<u>30%</u>			
5. Manufacturing Method	<u>Welded</u>			
6. New or Used (Agency authorization required).....	<input type="checkbox"/> New		<input checked="" type="checkbox"/> Used	
7. Date of Last Refurbished				
Container Size	<u>20 CY</u>	<u>30 CY</u>	<u>40 CY</u>	
8. Color	_____	_____	_____	
9. Durability (in service years)	<u>±</u>	<u>±</u>	<u>±</u>	
10. Cost of Each Container	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
11. Dimensions of Each Container (Length x Width x Height).....	<u>8x18x49"</u>	<u>8x20x66"</u>	<u>8x22x80"</u>	
12. Wheel Size (if appropriate)	<u>10"</u>	<u>10"</u>	<u>10"</u>	
13. Maximum Load Weight (lbs)	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	
14. Manufacturer's warranty (years)	<u>1</u>	<u>1</u>	<u>1</u>	
15. Labeling (list methods)	<u>Paint and decals</u>			

N/A means "not applicable."

Attachment E-1 Contamination Measurement Methodology: Single Loads

This Attachment presents the methodology for quantifying the Contamination Level of single load(s) of Recyclable Materials Collected in the Service Area and delivered to the Designated Transfer and Processing Facility by Contractor.

This Attachment is organized into the following six (6) sections:

1. **Objectives**—describes the purpose of the methodology.
2. **Sampling rationale**—defines which loads will be sampled.
3. **Sampling allocation**—describes the number of samples required to provide a sufficient level of accuracy in findings.
4. **Test procedures**—describes sampling and sorting activities for each load.
5. **Sorting categories**—describes the sorting categories.
6. **Calculations**

Appendices 1 through 3 consist of:

1. *methodology checklist*
2. *sample data collection forms*
3. *equipment list*

1. Objectives

This methodology is designed to estimate the Contamination Level (as a percentage by weight of the entire load) in an individual load from five (5) inbound material types Collected in the Service Area. These material streams are listed below and described further in Section 3.

- Commercial Source Separated and Targeted Recyclable Materials
- Commercial Organic Materials
- Commercial Plant Materials
- Single-Family Targeted Recyclable Materials
- Single-Family Organic Materials

The methodology described herein is intended to produce consistent and statistically reliable estimates of the Contamination Level of individual loads from the above material streams. In addition, the methodology is designed to require the minimum necessary organizational time and financial investment.

2. Sampling rationale

Loads may be selected for sampling when observation of the load by SBWMA or Operator indicates that it may exceed the allowed Contamination Level. A statistical sampling process will be used to determine the Measured Contamination Level in individual loads.

3. Sampling allocation

Approximately five (5) samples, each weighing approximately one hundred and fifty (150) pounds, are required from an individual load in order to calculate the Measured Contamination Level with a sufficient level of accuracy for every material stream except

Attachment E-1 Contamination Measurement Methodology: Single Loads

Commercial Organic Materials. Because of the variability typically found in loads of Commercial Organic Materials, approximately fifteen (15) samples of two hundred (200) pounds are required for sampling to achieve the specified level of accuracy.

The recommended numbers of samples are based on the following factors:

- 1) An analysis of the composition variability among samples that were sorted during waste characterization studies of similar waste streams and programs in other West Coast communities.
- 2) An agreement on the acceptable level of accuracy.

Table 1 indicates the statistical confidence intervals (error ranges) at the ninety percent (90%) confidence level that are expected to result from characterizing five (5) samples per load, or fifteen (15) samples per load in the case of Commercial Plant Materials.

Table 1: Samples per Load and Results

Material stream	Estimated sample weight	Number of samples	Expected statistical error range
Commercial Source-Separated and Targeted Recyclable Materials	150 lbs.	5	4%
Commercial Organic Materials	200 lbs.	15	7%
Commercial Plant Materials	150 lbs.	5	1%
Single-Family Targeted Recyclable Materials	150 lbs.	5	2%
Single-Family Organic Materials-	150 lbs.	5	1%

The error ranges shown above shall be interpreted as follows. When the calculation method described below provides the Measured Contamination Level of a load, the estimate will be expressed in terms of percent by weight of the entire load. The error range around the estimate reflects a percent by weight of the entire load. Thus, if the Measured Contamination Level for a given material stream is five percent (5%), plus or minus one percent (1%), then ninety percent (90%) confidence that the Contamination is between four percent (4%) and six percent (6%) of the entire load is achieved. The Parties agree that the actual Measured Contamination Level will be the sole determinant of the percentage of Contamination in a load, and of Contractor's compliance with the maximum contamination levels.

It is expected that a two (2) person crew can obtain, sort, and weigh five (5) samples in a five (5) to seven (7) hour period.

4. Test procedures

Test procedures are broken down in to the following steps, which shall be used by SBWMA, or a third party designated by the SBWMA.

- Safety training and staff coordination
- Sampling and sorting area designation
- Sample selection

Attachment E-1 Contamination Measurement Methodology: Single Loads

- Sample sorting
- Sample disposal
- Data management

Contractor or its representative shall have the right to be present at, observe, and photograph and video all aspects of the sampling process, including without limitation each of the steps listed above or described below.

Contractor shall not be responsible for any of the costs incurred in implementing the sampling process and procedures described in this Attachment E-1, other than costs incurred by Contractor in exercising its observation rights set forth in the preceding paragraph.

These steps are described in more detail following the definitions of roles. Each step is the responsibility of a specific person or group of people as follows:

- **sampling crew manager**—responsible for selecting samples, working with Operator and the *sampling crew*, quality control, and compliance with Facility regulations.
- **sampling crew**—responsible for sorting samples.
- **facility manager**—responsible for coordinating with the *sampling crew manager*.
- **tipping floor staff**—responsible for identifying loads potentially contaminated beyond the acceptable threshold, creating a designated sampling and sorting area, and ensuring segregation of selected loads in that area.
- **loader operator(s)**—responsible for segregating the selected load from other loads in the designated sampling and sorting area.

Safety training and staff coordination

When the *sampling crew manager* and the *sampling crew* arrive at the Designated Transfer and Processing Facility they will participate in any required safety training and put on all required personal protective equipment (see the *equipment list* shown in Appendix 3). The *sampling crew manager* will also walk through the process of extracting samples from the designated load with both the *loader operator(s)* and the *tipping floor staff*.

Sampling and sorting area designation

With the input of the *tipping floor staff* and the *loader operator(s)*, the *sampling crew manager* and *sampling crew* will set up in the designated sampling and sorting area near the tipping floor. The sorting area should be in a location near the load to be sampled and from which the loader can safely remove samples after sorting.

Sample selection

Five (5) cells will be randomly selected for sampling using a random number generator for all material streams except commercial organics. Fifteen (15) cells will be selected for the commercial organics material stream.

The *sampling crew manager* will assist the *loader operator* in locating the appropriate cell for each sample using the sample cell map in Figure 1 below.

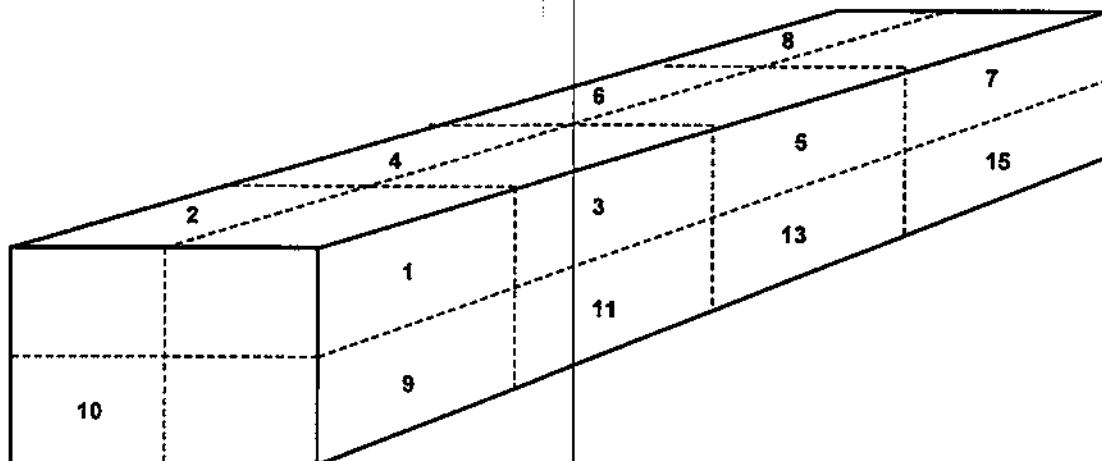
Attachment E-1 Contamination Measurement Methodology: Single Loads

After the loader has extracted the material in the selected cell, the *sampling crew manager* will guide the loader to a designated tarp. Using visual cues the *sampling crew manager* will ensure the *loader operator(s)* deposits the proper quantity of material on the tarp. A shovel may be used to add material from the bottom of the cell to ensure the sample includes some heavy and small material that the loader bucket cannot collect.

Pulling the tarp is a basic test used to estimate sample weight.¹ If it is determined that a sample is too heavy it may be lightened by removing vertical slices from the sample. If it is determined that a sample is too light it may be increased by removing or adding more material. It is important to add or remove all material in the slice from the top to bottom, to ensure that both small, heavy, and loose materials and large, light, and bagged materials are added or removed.

Samples can be queued and stored on tarps until sorted but samples must be prevented from mixing with each other and with other material on the tipping floor. The *sampling crew manager* will place a unique sample placard on each sample for a photograph and, if the sample is not immediately sorted, for later identification. The placard is marked with a unique sample identification number and additional information (such as the date) used to identify loads in photographs and correlate load net weights with sample details. Each placard will be coded according to its corresponding materials stream. (e.g., 'RSS-1' indicates the first load of Residential single-stream recycling). Each load will be photographed individually with the sample placard visible and legible.

Figure 1: Sixteen (16) cell grid



Note: Cells 12, 14 and 16 are below cells 4, 6 and 8, respectively.

Sample sorting

The sample identification number, as designated by the placard, will be recorded on the tally form (see Appendix 2 for an example of this form.) The sample will be moved into

¹ Samples of Commercial Source-Separated and Targeted Recyclable Materials, Single-Family Targeted Recyclable Materials, and Commercial Plant Materials shall weigh between one hundred and twenty five (125) pounds and one hundred and seventy five (175) pounds. Samples of Commercial Organic Materials and Single-Family Organic Materials shall weigh between one hundred and seventy five (175) pounds and two hundred and twenty five (225) pounds.

Attachment E-1 Contamination Measurement Methodology: Single Loads

the designated sorting area. Next, the *sampling crew* will sort the Contamination materials, as defined in Appendix 1, out of the load and into sort containers. The *sampling crew* will then weigh the Contamination materials while the *sampling crew manager* records the weights on the tally form. The remainder of the load—all acceptable items—will be put into containers, weighed, and recorded on the tally form. The *sampling crew manager* is responsible for monitoring the homogeneity of material in each container and ensuring the accuracy of the sorting process. At the end of each sampling day the *sampling crew* will comply with any *tipping floor staff* directions regarding cleaning the designated sampling and sorting area and storing sampling and sorting supplies.

Sample disposal

After the weight of all material in each sample is recorded on the tally sheet, the *sampling crew* will move the sorted material to a location where it is safe and convenient for the loader to remove.

Data management

At the end of each sampling day, the *sampling crew manager* will review all forms for accuracy and completeness. Any issues shall be resolved immediately while the day's work is still fresh in the mind. To ensure the tally forms are not lost before inputting the data into an electronic form, copies shall be made of all completed forms and copies will be kept in a place separate from the originals. One copy of the forms will be mailed or hand delivered to the person inputting the data into an electronic form.

The appendices cover calculations, data collection forms, and an equipment list for this study.

5. Sorting categories

All loads identified for sorting shall be sorted and weighed into the following two (2) categories:

- 1) Contamination
- 2) Targeted Recyclable Materials, Source-Separated Targeted Recyclable Materials, Organic Materials, or Plant Materials

6. Calculations

Estimates of Contamination and Targeted Recyclable Materials, Source-Separated Targeted Recyclable Materials, Organic Materials, or Plant Materials will be calculated using a method that gives equal weighting or "importance" to each sample within a given stream. Confidence intervals (error ranges) will be calculated based on assumptions of normality in the composition estimates.

In the descriptions of calculation methods, the following variables will be used:

- i denotes an individual sample.
- j denotes the material type.
- c_j is the weight of the material type j in a sample.
- w is the weight of an entire sample.
- r_j is the composition estimate for material j (r stands for *ratio*).

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- a denotes a region of the state (a stands for *area*).
- s denotes a particular sector or subsector of the waste stream.
- n denotes the number of samples in the particular group that is being analyzed at that step.

Estimating the Composition

The following method will be used to estimate the composition of waste belonging to the Commercial Source-Separated and Targeted Recyclable Materials, Commercial Organic Materials, Commercial Plant Materials, Single-Family Targeted Recyclable Materials, and Single-Family Organic Materials streams.

For a given stream, the composition estimate denoted by r_j represents the ratio of the component's weight to the total weight of all the samples in the stream. This estimate will be derived by summing each component's weight across all of the selected samples belonging to a given stream and dividing by the sum of the total weight of waste for all of the samples in that stream, as shown in the following equation:

$$r_j = \frac{\sum_i c_{ij}}{\sum_i w_i} \quad (1)$$

where:

- c = weight of particular component
- w = sum of all component weights
- for $i = 1$ to n , where n = number of selected samples
- for $j = 1$ to m , where m = number of components

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For example, the following simplified scenario involves three samples. For the purposes of this example, only the weights of the component *carpet* are shown.

	Sample 1	Sample 2	Sample 3
Weight (c) of carpet	5	3	4
Total Sample Weight (w)	80	70	90

$$r_{Carpet} = \frac{5 + 3 + 4}{80 + 70 + 90} = 0.05$$

To find the composition estimate for the component *carpet*, the weights for that material are added for all selected samples and divided by the total sample weights of those samples. The resulting composition is 0.05, or five percent (5%). In other words, five percent (5%) of the sampled material, by weight, is *carpet*. This finding is then projected onto the stratum being examined in this step of the analysis.

Attachment E-1 Contamination Measurement Methodology: Single Loads

The confidence interval for this estimate will be derived in two (2) steps. First, the variance around the estimate will be calculated, accounting for the fact that the ratio included two (2) random variables (the component and total sample weights). The variance of the ratio estimator equation follows:

$$\text{Var}(r_j) \approx \left(\frac{1}{n}\right) \left(\frac{1}{\bar{w}^2}\right) \left(\frac{\sum_i (c_{ij} - r_j w_i)^2}{n-1}\right) \quad (2)$$

where:

$$\bar{w} = \frac{\sum_i w_i}{n} \quad (3)$$

(For more information regarding Equation 2, please refer to *Sampling Techniques, 3rd Edition* by William G. Cochran [John Wiley & Sons, Inc., 1977].)

Second, precision levels at the 90 percent (90%) confidence level will be calculated for a component's mean as follows:

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

where z = the value of the z -statistic (1.645) corresponding to a 90 percent (90%) confidence level.

Attachment E-1 Contamination Measurement Methodology: Single Loads

Appendix 1: Methodology checklist

Roles and responsibilities

- **sampling crew manager**—responsible for selecting samples, working with Facility staff and the sampling crew, quality control, and compliance with Facility regulations.
- **sampling crew**—responsible for sorting samples.
- **facility manager**—responsible for coordinating with the sampling crew manager, SBWMA, and drivers.
- **tipping floor staff**—responsible for identifying loads potentially contaminated beyond the acceptable threshold, creating a designated sampling and sorting area, and ensuring segregation of selected loads in that area.
- **loader operator(s)**—responsible for segregating the selected load from other loads in the designated sampling and sorting area.

Advanced preparation

Project manager:

Contact facility manager

- Ask *facility manager* to update the following employees with the sampling plan:

- Loader operator(s)*

- Tipping floor staff*

- Request safety expectations

- Schedule safety training

- Ask if there are any circumstances that may affect the study (i.e., weather, animals, site construction, etc.)

Obtain safety gear (Appendix 3)

- Check safety gear

Obtain sorting equipment (Appendix 3)

- Check sorting equipment

Print tally sheets (Appendix 2)

- Print on "Rite in the Rain" all-weather paper

Sampling crew and sampling crew manager

- Review material list

- Review data collection forms

- Review unique site requirements

Arrival at Facility

Sampling crew:

- Arrive at Facility ahead of schedule

- Participate in any required safety training

- Don safety gear

Sampling crew manager:

- Arrive at Facility ahead of schedule

- Reviews logistics and expectations with MRF manager

- Participate in any required safety training

- Don safety gear

Attachment E-1 Contamination Measurement Methodology: Single Loads

- ☐ **Tipping floor coordination**
 - ☐ *Sampling crew manager:*
 - ☐ Designate a designated sampling/sorting area on each tipping floor (2) with input from tipping floor staff and loader operator(s), meeting the following criteria:
 - ☐ *Loader operator(s)* can visually communicate with sampling crew
 - ☐ *Loader operator(s)* can safely remove sorted loads
 - ☐ Approximately twenty (20) feet by twenty (20) feet
 - ☐ Explain and walkthrough the sampling process with both the *tipping floor staff* and the *loader operator(s)*
 - ☐ Explain that samples must be dumped in a clean area, separate from other loads (called a designated dumping area)
 - ☐ Explain that the *sampling crew manager* is responsible for identifying the portion of the load that the *loader operator(s)* will sample
 - ☐ Explain the appropriate samples size. Samples of Commercial Source-Separated and Targeted Recyclable Materials, Single-Family Targeted Recyclable Materials, and Commercial Plant Materials shall weigh between one hundred and twenty five (125) pounds and one hundred and seventy five (175) pounds. Samples of Commercial Organic Materials and Single-Family Organic Materials shall weigh between one hundred and seventy five (175) pounds and two hundred and twenty five (225) pounds.
 - ☐ Explain that the *sampling crew manager* will be responsible for guiding the *loader operator(s)* to the appropriate tarpaulin
 - ☐ *Sampling crew:*
 - ☐ Set up designated sampling sorting area
 - ☐ Sorting table
 - ☐ Baskets
 - ☐ Digital scale(s)
- ☐ **Sample collection**
 - ☐ *Tipping floor staff:*
 - ☐ *Sampling crew manager:*
 - ☐ Direct *loader operator(s)* to pre-selected sampling cell
 - ☐ Direct *loader operator(s)* to designated tarpaulin
 - ☐ Signal *loader operator(s)* with tipping instructions
 - ☐ Pull tarp to test for appropriate sample weight
 - ☐ Place placard in the load
 - ☐ Photograph load
 - ☐ Placard should be visible and legible
 - ☐ Wrap and segregate load until ready to sort
 - ☐ *Loader operator(s):*
 - ☐ Pinch/scoop sample, as directed by the *sampling crew manager*
 - ☐ Tip sample on designated tarpaulin, as directed by the *sampling crew manager*
 - ☐ *Sampling crew:*
 - ☐ May assist *sampling crew manager* at any point
- ☐ **Sample sorting**
 - ☐ *Sampling crew:*

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- Move the sample into the designated sampling/sorting area
- Sort the sample
 - Sort Contamination materials into designated baskets
- Assist the *sampling crew manager* with weighing the baskets
- Assist the *sampling crew manager* with weighing the remainder material
- Sampling crew manager:**
 - Record the sample ID onto the tally sheet
 - Assist the *sampling crew* in moving the sample into the designated sampling/sorting area
 - Sort the sample
 - Sort all Contamination material into designated baskets
 - Weigh baskets containing Contamination materials, and record weights on the tally sheet
 - Ensure homogeneity of materials
 - Weigh remainder material and record weights on the tally sheet
 - Ensure all Contamination materials are removed
- Sample disposal**
 - Sampling crew manager* and *sampling crew*:
 - Dispose of all materials in a designated disposal area
 - Loader operator(s)*:
 - Remove disposed materials when it is safe and convenient
- Data management**
 - Sampling crew manager*:
 - Review all forms for accuracy and completeness
 - Tally sheet(s)
 - Project manager*:
 - Check all forms for accuracy and completeness
 - Tally sheet(s)
 - Copy all data forms
 - Store copies separate from the originals
 - Download pictures from camera
 - Provide copies of data for electronic input
 - Ensure data entry is checked for accuracy

Attachment E-1
Contamination Measurement Methodology: Single Loads

Appendix 2: Data collection forms

Appendix consists of copies of each of the following two (2) data collection forms:


- sampling placard
- tally sheet

Figure 2: Example Sampling placard

Date: _____
Jurisdiction: _____
RSS - 1
Cell 13

Attachment E-1 Contamination Measurement Methodology: Single Loads

Figure 3: Example Tally sheet

South Bayside Waste Management Authority: Contamination Sampling						
CONTAMINANTS	Container 1				DATE: <input style="width: 100%;" type="text"/>	SAMPLE ID: <input style="width: 100%;" type="text"/>
	Container 2				SAMPLING POPULATION: <input style="width: 100%;" type="text"/> SAMPLE WEIGHT: <input style="width: 100%;" type="text"/>	
	Container 3					
	Container 4				TIME: <input style="width: 100%;" type="text"/>	TRUCK NO.: <input style="width: 100%;" type="text"/>
	Container 5				LOAD NO.: <input style="width: 100%;" type="text"/> CELL NO.: <input style="width: 100%;" type="text"/>	
	Container 6					
	Container 7				NOTES:	
	Container 8					
	Container 9					
	Container 10					
ACCEPTABLE	Container 1					
	Container 2					
	Container 3					
	Container 4					
	Container 5					
	Container 6					
	Container 7					
	Container 8					
	Container 9					
	Container 10					

Attachment E-1 Contamination Measurement Methodology: Single Loads

Appendix 3: Equipment list

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

Sorting equipment:

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

Safety equipment:

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

ATTACHMENT F FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that RECOLOGY SAN MATEO COUNTY, hereinafter called the PRINCIPAL, and the City of East Palo Alto, a General Law City duly organized under the laws of the State of California, having its principal place of business at 2415 University Avenue, East Palo Alto, in the State of California, and authorized to do business as an admitted surety insurer in the State of California, regulated by the California Insurance Commissioner and with a financial condition and record of service satisfactory to the City of East Palo Alto, hereinafter called the SURETY, are held and firmly bound to the City of East Palo Alto, a municipal corporation in the State of California, hereinafter called the OBLIGEE, in the sum of

Dollars (\$ _____)

lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL has entered into a Contract with the OBLIGEE for Recyclable Materials, Organic Materials, and Solid Waste Collection Services ("Contract") and said PRINCIPAL is required under the terms of said Contract to furnish a bond of faithful performance of said Contract.

NOW, THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all of the undertakings, covenants, terms and agreements of said Contract, and any modification thereto made as therein provided, at the time and in the manner therein specified, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

The SURETY, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications incorporated therein shall impair or affect its obligations on this bond, and it hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, however, that the SURETY shall not be liable (1) as respects to any obligations related to said Contract occurring after two (2) years from the date of this Bond, unless this Bond is extended, or (2) with respect to PRINCIPAL'S obligation to procure a replacement performance bond, as provided for in Section 13.03 of the Contract. This Bond may be extended beyond _____, 20____ in the sole discretion of the SURETY by means of a continuation certificate in form and substance satisfactory to OBLIGEE signed at least ninety (90) days prior to _____, 20____.

In the event suit is brought upon this Bond by the OBLIGEE and the OBLIGEE is the prevailing party, the SURETY shall pay, in addition to the sums set forth above, all costs incurred by the OBLIGEE in such suit, including reasonable attorneys' fees to be fixed by the court.

**ATTACHMENT F
FAITHFUL PERFORMANCE BOND**

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument as of this ____ day of _____, 20__.

CITY OF EAST PALO ALTO

RECOLOGY SAN MATEO COUNTY

By: _____
Jaime M. Fontes
City Manager/ City Clerk

By: _____
Salvatore M. Coniglio
CEO

By: _____
Cary Chen
Secretary

Approved as to Form: _____

(SURETY)

Rafael E. Alvarado Jr.
City Attorney

Note: To be considered complete, both the principal and surety must sign this performance bond. In addition, the surety's signature must be acknowledged by a notary public and a copy of the surety's power of attorney must be attached.

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

ATTACHMENT G GUARANTY

THIS GUARANTY (the "Guaranty") is given as of the 19th day of June, 2018, by RECOLOGY INC. ("Guarantor"), to the City of East Palo Alto a public agency ("Agency").

THIS GUARANTY is made with reference to the following facts and circumstances:

A. Recology San Mateo County ("Contractor") is a corporation organized under the laws of the State of California, all of the issued and outstanding stock of which is owned by Guarantor.

B. Guarantor is a corporation organized under the laws of the State of California.

C. Contractor and Agency have negotiated an Amended and Restated Agreement for Solid Waste, Recyclable Materials, and Organic Materials Collection ("Agreement"), under which Contractor is to provide specified services to Agency. A copy of this Agreement is attached hereto and incorporated herein by this reference.

D. It is a requirement of the Agreement, and a condition to Agency's entering into the Agreement, that Guarantor guaranty Contractor's performance of the Agreement.

E. Guarantor is providing this Guaranty to induce Agency to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. **Guaranty of the Agreement.** Guarantor hereby irrevocably and unconditionally guarantees to Agency the complete and timely performance, satisfaction and observation by Contractor of each and every term and condition of the Agreement which Contractor is required to perform, satisfy or observe. In the event that Contractor fails to perform, satisfy or observe any of the terms or conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of the Contractor. Guarantor hereby guarantees prompt payment to Agency of each and every sum due from Contractor to Agency under the Agreement, as and when due from time to time, and the prompt performance of every other task and duty to be performed by the Contractor under the Agreement.

2. **Guarantor's Obligations Are Absolute.** The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited and, with respect to any payment obligation of Contractor under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon the genuineness, validity, regularity or enforceability of the Agreement.

3. **Waivers and Subordination.** The Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Contractor; (2) any amendment, modification or waiver of any provision of the Agreement or the extension of its Term; (3) the actual or purported rejection of the Agreement by a trustee in bankruptcy, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (4) any waiver, extension, release or modification with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of Agency's rights or remedies against Contractor; or (5) any merger or consolidation of the Contractor with any other organization, or any sale, lease or transfer of any or all the assets of the Contractor.

ATTACHMENT G GUARANTY

The Guarantor hereby waives any and all rights, benefits and defenses under California Civil Code Sections 2809, 2815, 2819, 2845, 2849 and 2850, and all other rights permitted to be waived by Section 2856(a) including, without limitation, the right to require Agency to (a) proceed against Contractor, (b) proceed against or exhaust any security or collateral Agency may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agree that Agency may proceed against Guarantor for the obligations guaranteed herein without taking any action against Contractor or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral Agency may hold now or hereafter hold. Agency may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Contractor or any other guarantor or pledgor without impairing Agency's rights and remedies in enforcing this Guarantee.

The Guarantor hereby waives and agrees to waive at any future time at the request of Agency, to the extent now or then permitted by applicable law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice to the Guarantor, the time for Contractor's performance of or compliance with any of its obligations under the Agreement is extended, or such performance or compliance is waived; (b) the Agreement is modified or amended in any respect; (c) any other indemnification with respect to Contractor's obligations under the Agreement or any security therefor is released or exchanged in whole or in part or otherwise dealt with; (d) any assignment of the Agreement is effected which does not require Agency's approval; or (e) any termination or suspension of the Agreement arising by reason of a default by Contractor.

The Guarantor hereby expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from Agency as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Contractor prior to such avoidance or recovery, or (b) payment in full of any obligations then outstanding.

The Guarantor expressly subordinates and waives its rights to subrogation, reimbursement, contribution or indemnity with respect to performance by Guarantor of the obligations of Contractor guaranteed hereby, until such time as Agency receives payment or performance in full of all such obligations.

4. **Term.** This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed by Contractor, and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by Agency of any performance bond or other collateral to assure the performance of Contractor's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by Agency against Contractor arising out of the Agreement based on Contractor's failure to perform which has not been settled or discharged.

ATTACHMENT G GUARANTY

5. **No Waivers by Agency.** No delay on the part of Agency in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of Agency to take other or further action without notice or demand. No modification or waiver by Agency of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by Agency and by Guarantor, nor shall any waiver by Agency be effective except in the specific instance or matter for which it is given.

6. **Attorney's Fees.** In addition to the amounts guaranteed under this Guaranty, Guarantor agrees to pay actual attorney's fees and all other costs and expenses incurred by Agency in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. **Governing Law; Jurisdiction.** This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws rules for all purposes, including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by Agency to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following person as its agent for service of process in California:

Salvatore M. Coniglio
Recology Inc.
50 California Street, 24th Floor
San Francisco, CA 94111

8. **Severability.** If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity shall have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. **Binding on Successors.** This Guaranty shall inure to the benefit of Agency and its successors and shall be binding upon Guarantor and its successors, including a successor entity formed by a merger or consolidation, a transferee of substantially all of its assets, and its shareholders in the event of its dissolution or insolvency.

10. **Authority.** Guarantor represents and warrants that it has the corporate power to give this guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Articles of Incorporation and by-laws, and that the person signing this Guaranty on its behalf has authority to do so.

11. **Notices.** Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

**ATTACHMENT G
GUARANTY**

To Agency: City of East Palo Alto
2415 University Avenue
East Palo Alto, CA 94303
ATTN: City Clerk

With a copy to Agency's Attorney at the same address.

To Guarantor: Recology Inc.
50 California Street, 24th Floor
San Francisco, CA 94111
Attention: Legal Department

The parties may change the address to which notice is to be sent by giving the other party notice of the change as provided in this Section.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty on the day and year first above written.

RECOLOGY INC.

By: _____
Salvatore M. Coniglio
Chief Executive Officer

By: _____
Cary Chen
Corporate Secretary

ATTACHMENT H DELINQUENT PAYMENT POLICY

Delinquent Payment

Single-Family Residential Customers will be considered delinquent sixty (60) Days after start of the quarter in which Collection services are provided by Contractor and Multi-Family Dwelling and Commercial Customers will be considered delinquent thirty (30) Days after payment is due to Contractor.

Contractor may assess a late fee, at a Rate not to exceed twenty-five percent (25%) of the unpaid balance of Single-Family Residential Customers Bills, and at a Rate not to exceed ten percent (10%) of the balance for Multi-Family Residential and Commercial Customers, monthly if payment is not received by Contractor within thirty (30) Days after the account becomes delinquent. Contractor must provide all delinquent Accounts with written notice of its intent to assess late fees at least fifteen (15) Days prior to such assessment.

Contractor may discontinue service to any Account, if payment is not received by Contractor within thirty (30) Days after the Account becomes delinquent. Contractor must provide all delinquent Accounts with written notice of its intent to discontinue service at least thirty (30) Days prior to such discontinuance. Agency shall allow Contractor to collect a premium fee to initiate service at a discontinued service Account, in an amount not to exceed the base monthly Rate for the existing service level for Residential, Multi-Family Residential and Commercial Customers.

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Performance incentives (in the form of increased compensation to Contractor) will be awarded for excellent performance on aspects of Solid Waste diversion and Customer service as specified in this Attachment. Any performance incentive for achieving or surpassing the performance standards specified herein shall be added to Contractor's Compensation during the Rate Year immediately following the calculation and award of the performance incentive. Performance disincentives will be assessed for substandard performance on aspects of Solid Waste diversion, Collection service delivery, and Customer service as specified in this Attachment. Any performance disincentives for performance falling below standards as specified herein shall be subtracted from Contractor's Compensation during the Rate Year immediately following the calculation and assessment of the performance disincentive.

1. GENERAL

Agency shall provide an incentive payment to Contractor for exceeding the following two (2) performance standards:

- Overall Diversion Level
- Average Speed of Answer

Agency shall assess a disincentive payment to Contractor for not meeting the following five (5) performance standards:

- Minimum Single-Family Diversion Level
- Minimum Commercial Diversion Level
- Commercial or Single-Family Missed Pick-Up Collection Events
- Average Speed of Answer
- Ninety (90) Second Maximum Hold Time

Table 1 provides a summary of the incentives and disincentives, which is described in detail in Sections 2 through 5 of this Attachment. Section 6 of this Attachment describes the incentive and disincentive payment procedures.

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ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Summary of Incentives/Disincentives

TABLE 1			
Performance Incentive and Disincentive	Disincentive Payment Threshold	Incentive Payment Threshold	Performance Incentive/Disincentive Payment Amount
Annual Diversion Level			
Overall Diversion Level	Not applicable	Level > Average level for the prior five (5) Rate Years as further described in Section 2 of this Attachment	Incentive payment = \$70.00 per Ton
Minimum Single-Family Diversion Level	Level < Average level for the prior five (5) Rate Years as further described in Section 2 of this Attachment	Not applicable	Disincentive payment = \$70.00 per Ton
Minimum Commercial Diversion Level	Level < Average level for the prior five (5) Rate Years as further described in Section 2 of this Attachment	Not applicable	Disincentive payment = \$70.00 per Ton
Commercial or Single-Family Missed Pick-Up Collection Events	Actual > 0	Not applicable	Disincentive payment = \$50.00 per Missed Pick-Up Collection Event
Average Speed of Answer	Actual > 30 seconds	Actual < 15 seconds	Incentive or disincentive payment = \$500 per second above or below the threshold
Ninety (90) Second Maximum Hold Time	Actual < 100% of all calls received are answered in ninety (90) seconds or less	Not applicable	Disincentive payment = \$5.00 per number of calls exceeding the threshold

2. DIVERSION LEVELS

Definition of Calculated Diversion Level

The Single-Family, Commercial, and Overall Diversion Levels achieved shall be calculated based on the methodology shown in the following example:

TABLE 2

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Service Sector	Material Type	Annual Tons Collected	Calculated Diversion Level
Single-Family			
	Targeted Recyclable Materials	35,000	
	Other Recyclable Materials	3,000	
	Organic Materials	<u>51,000</u>	
	Total Materials for Diversion	89,000	
	Solid Waste	<u>80,000</u>	
	Total Materials Collected	169,000	
	Calculated Single-Family Diversion Level		52.7%
Multi-Family			
	Targeted Recyclable Materials	8,000	
	Other Recyclable Materials	1,000	
	Organic Materials	6,000	
	Plant Materials	<u>1,000</u>	
	Total Materials for Diversion	16,000	
	Solid Waste	<u>30,000</u>	
	Total Materials Collected	46,000	
	Calculated Diversion Level		34.8%
Commercial			
	Targeted Recyclable Materials	28,000	
	Other Recyclable Materials	2,000	
	Organic Materials	13,000	
	Plant Materials	<u>5,000</u>	
	Total Materials for Diversion	48,000	
	Solid Waste	<u>147,000</u>	
	Total Materials Collected	195,000	
	Calculated Diversion Level		24.6%
Agency Facilities			
	Targeted Recyclable Materials	2,000	
	Other Recyclable Materials	500	
	Organic Materials	500	
	Plant Materials	<u>200</u>	
	Total Materials for Diversion	3,200	
	Solid Waste	<u>9,000</u>	
	Total Materials Collected	12,200	
	Calculated Diversion Level		26.2%
Commercial (includes Multi-Family, Commercial, and Agency Facilities)			
	Targeted Recyclable Materials	38,000	
	Other Recyclable Materials	3,500	
	Organic Materials	19,500	
	Plant Materials	<u>6,200</u>	
	Total Materials for Diversion	67,200	
	Solid Waste	<u>186,000</u>	
	Total Materials Collected	253,200	
	Calculated Commercial Diversion Level		26.5%
Overall (includes Single-Family, Multi-Family, Commercial, and Agency Facilities)			
	Targeted Recyclable Materials	73,000	
	Other Recyclable Materials	6,500	
	Organic Materials	70,500	
	Plant Materials	<u>6,200</u>	
	Total Materials for Diversion	156,200	
	Solid Waste	<u>266,000</u>	
	Total Materials Collected	422,200	
	Calculated Overall Diversion Level		37.0%

Exceptional Diversion Level Performance

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Contractor shall receive an incentive payment if the calculated Overall Diversion Level achieved by Contractor in any given Rate Year exceeds the arithmetic average of the calculated Overall Diversion Levels for the five (5) Rate Years prior to the Rate Year under consideration. The incentive payment for Rate Year Eleven (2021) shall equal seventy dollars (\$70.00) per Ton for each Ton over that threshold. In subsequent Rate Years, the per-Ton incentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K.

For example, when assessing the potential for an incentive payment for completed Rate Year Sixteen, the Rate Year Sixteen Overall Diversion Level shall be compared to the average of the calculated Overall Diversion Level for Rate Years Eleven, Twelve, Thirteen, Fourteen, and Fifteen.

Continuing the example, if the calculated Overall Diversion Levels for Rate Years Eleven through Fifteen were 36.5%, 36.7%, 36.8%, 36.9% and 37.1%, respectively, then the arithmetic average over such five (5) Rate Year period would be 36.8%. This is the threshold that Contractor would need to exceed in Rate Year Sixteen to earn an incentive payment.

If in Rate Year Sixteen the Contractor Collected the Tonnages set forth in Table 2 above, then the amount of the performance incentive would be calculated as follows:

Total Tons of material actually Collected:	422,200
Tons of Recyclable Material* required to be Collected to meet threshold:	155,370 (= 422,200 x 0.368)
Tons of Recyclable Material* actually Collected:	156,200
Amount by which Contractor exceeded threshold:	830 (= 156,200 – 155,370)
Incentive payment:	\$58,100 (= 830 x \$70.00)**

* For purposes of this calculation, Recyclable Materials Collected shall include the sum of Targeted Recyclable Materials, Other Recyclable Materials, and Organic Materials Collected, without adjusting for Contamination pursuant to the definition of "Overall Diversion Level" in Attachment A.

** For simplicity purposes, \$70 per Ton has been used in this calculation; however, it is the amount for Rate Year Eleven (2021). The amount for Rate Year Sixteen would equal \$70 per Ton adjusted annually by the Annual Index Change in the CPI-U.

Minimum Diversion Level Requirements

Minimum Single-Family Diversion Level

Contractor shall be assessed a Disincentive Payment if the calculated Single-Family Diversion Level in any given Rate Year is less than the arithmetic average of the calculated Single-Family Diversion Levels for the five (5) Rate Years prior to the Rate Year under consideration. The disincentive payment for Rate Year Eleven (2021) shall equal seventy dollars (\$70.00) per Ton for each Ton under that arithmetic average). In subsequent Rate Years, the per-Ton incentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K.

Minimum Commercial Diversion Level

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

Contractor shall be assessed a Disincentive Payment if the calculated Commercial Diversion Level in any given Rate Year is less than the arithmetic average of the calculated Commercial Diversion Levels for the five (5) Rate Years prior to the Rate Year under consideration. The disincentive payment for Rate Year Eleven (2021) shall equal seventy dollars (\$70.00) per Ton for each Ton under that arithmetic average. In subsequent Rate Years, the per-Ton incentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K.

3. COMMERCIAL OR SINGLE-FAMILY MISSED PICK-UP COLLECTION EVENTS

Contractor shall be assessed a disincentive payment for the actual number of Commercial or Single-Family Missed Pick-Up Collection Events for Agency that occur during each month. The disincentive payment for Rate Year Eleven (2021) shall equal fifty dollars (\$50.00) per Commercial or Single-Family Missed Pick-Up Collection Event. In subsequent Rate Years, the disincentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K. Disincentive payments for Missed Pick-Up Collection Events will be based on the following example:

Actual number of Commercial or Single-Family Missed Pick-Up Collection Events = 87

Allowable threshold of Commercial or Single-Family Missed Pick-Up Collection Events = 0

Example disincentive payment calculation: $87 \times \$50 = \$4,350$

4. AVERAGE SPEED OF ANSWER AT CUSTOMER SERVICE CENTER

Exceptionally Fast Average Speed of Answer

Contractor shall receive an incentive payment if the actual Average Speed of Answer is less than fifteen (15) seconds each month. The incentive payment for Rate Year Eleven (2021) shall equal five hundred dollars (\$500.00) per second for each second below the Average Speed of Answer Standard. In subsequent Rate Years, the incentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K. The incentive payment shall be calculated based on the following example:

Actual Average Speed of Answer = 14 seconds

Average Speed of Answer Standard = 15 seconds

Incentive payment is required if the Actual Average < 15 seconds

Example incentive payment calculation: $15 - 14 = 1 \text{ second} \times \$500.00 = \$500.00$

If the actual Average Speed of Answer is equal to or greater than fifteen (15) seconds each month, no incentive payment will be provided.

Maximum Average Speed of Answer

Contractor shall be assessed a disincentive payment if the Average Speed of Answer is greater than or equal to thirty (30) seconds each month. The disincentive payment for Rate Year Eleven (2021) shall equal five hundred dollars (\$500.00) per second for each second greater than or equal to the Average Speed of Answer Standard. In subsequent Rate Years, the disincentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K. If Contractor fails to achieve

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

the maximum Average Speed of Answer, the Agency shall assess a disincentive payment based on the following example:

Actual Average Speed of Answer = 47 seconds

Average Speed of Answer Standard = 30 seconds

Disincentive payment is required if the Actual Average > 30 seconds

Example disincentive payment calculation: $47 - 30 = 17 \text{ seconds} \times \$500.00 = \$8,500$

If the actual Average Speed of Answer is equal to or greater than fifteen (15) seconds and less than thirty (30) seconds each month, neither incentives or disincentives shall be applied.

5. NINETY SECOND (90) MAXIMUM HOLD TIME

The maximum Hold Time shall be ninety (90) seconds. A disincentive payment shall apply if the percentage of calls exceeding this ninety (90) second threshold in a given quarter exceeds five percent (5%) of the calls received in that quarter. Quarters shall be calendar quarters (e.g., the first quarter of the Rate Year includes January, February, and March). The disincentive payment for Rate Year Eleven (2021) shall equal five dollars (\$5.00) per call above the ninety (90) second Hold Time in a given quarter that exceeds five percent (5%) of the calls received in that quarter. In subsequent Rate Years, the disincentive payment amount shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K. If Contractor fails to achieve this performance standard, the Agency shall assess a disincentive payment based on the following example:

Total number of calls received in quarter = 19,380

5% of total number of calls received in quarter = $19,380 \times 0.05 = 969$

Actual number of calls in quarter exceeding 90 second Hold Time = 1,281

Number of calls exceeding 90 second Hold Time in excess of 5% threshold = $1,281 - 969 = 312$

Example disincentive payment calculation: $312 \times \$5.00 = \$1,560$

6. INCENTIVE/DISINCENTIVE PAYMENT PROCEDURES

A. **Record Keeping.** In accordance with Article 9, records shall be maintained by Contractor for Agency in a manner that adequately demonstrates and documents Contractor's performance in accordance with this Agreement. The records shall be sufficient for Agency and SBWMA to determine Contractor's compliance with the specified performance standards.

B. **Determination of Achievement of Performance Standards.** In accordance with the requirements of Sections 9.06, 9.07, and 11.07.E, Contractor shall provide with its quarterly and annual reports, a report that identifies compliance with the performance standards listed in this Attachment and calculation of the performance incentive payments and disincentive assessments due.

Performance incentives and disincentives for Overall Diversion Level, minimum Single-Family Diversion Level, minimum Commercial Diversion Level, Average Speed of Answer, and ninety (90) second maximum Hold Time shall be calculated in aggregate for the SBWMA Service Area and Agency's share shall be proportional

ATTACHMENT I PERFORMANCE INCENTIVES AND DISINCENTIVES

based on the Tons of Solid Waste Collected in the previous Rate Year by Contractor. Performance disincentives for Single-Family Missed Pick-Up Collection Events shall be calculated separately for each Agency.

The incentives and disincentives that will be calculated monthly include:

- Commercial or Single-Family Missed Pick-Up Collection Events
- Average Speed of Answer
- Ninety (90) Second Maximum Hold Time

The incentives and disincentives that will be calculated annually include:

- Overall Diversion Level
- Minimum Single Family Diversion
- Minimum Commercial Diversion Level

C. **Amount.** The incentive and disincentive payment amounts shall be determined in accordance with the formulas presented in Sections 2 through 5 of this Attachment I. Notwithstanding any other provision of this Agreement, except for Commercial or Single-Family Missed Pick-Up Collection Events, on an annual basis, the maximum disincentive payments by Contractor shall not exceed one hundred thousand dollars (\$100,000) in total for all Member Agencies, and the maximum incentive payments to Contractor shall not exceed one hundred thousand dollars (\$100,000) in total for all Member Agencies.

D. **Timing of Payment.** Payments related to performance incentives and disincentives that are calculated monthly and annually are to be included in Contractor's annual Application for adjustment to Contractor's Compensation. Contractor's Compensation for the next Rate Year will be increased or decreased by the net amount of performance incentive payments and disincentive assessments calculated. If performance incentive or disincentives payments are due for performance in the last two (2) Rate Years, the amount shall not be reflected in an adjustment to Contractor's Compensation. Instead, payments shall be made directly by the Agency to the Contractor for incentive payments or directly by the Contractor to the Agency for disincentive payments. Such payments shall be made within thirty (30) days of the determination of the amount due. The SBWMA will review Contractor's calculations of incentives and disincentive payments and underlying data for accuracy, will confer with Member Agencies to confirm data as to each Member Agency, and will meet with Contractor to resolve any errors or inconsistencies.

E. **Disputes by Contractor.** Contractor may, within ten (10) calendar days after receiving the Agency's or SBWMA's written notice containing Agency's or SBWMA's revised determination of incentive and disincentive payments, provide written notice to Agency and SBWMA of any disagreement with Agency's or SBWMA's determination. Contractor may present evidence in writing to support its position. Agency and SBWMA shall review Contractor's submission and within ten (10) calendar days shall schedule a meeting with Contractor to discuss Contractor's concerns. The decision of Agency or SBWMA shall be final.

Attachment J Liquidated Damages

The following table lists the events that constitute breaches of the Agreement's standard of performance warranting the imposition of Liquidated Damages; the acceptable performance level; the definition of the Complaint, incident, or event; the method by which occurrences will principally be tracked (by Contractor or Agency), and the amount of Liquidated Damages for failure to meet the contractually-required standard of performance.

Contractor is required to maintain records of Customer Complaints which show for each Complaint: date and time received; name, address and telephone number of caller; nature of Complaint (e.g., missed pick-up, excessive noise, property damage, etc.); name of employee receiving Complaint; action taken by Contractor to respond to Complaint; and date Complaint was resolved.

Contractor shall submit to Agency with its quarterly report a Liquidated Damages report which summarizes the number of Complaints in each category and computes the amount (if any) of Liquidated Damages accrued by month during the preceding quarter. If Agency requests, Contractor shall also provide a printout of the full records for the quarter.

The Liquidated Damage amounts specified in this Attachment are effective for Rate Year Eleven (2021). In subsequent Rate Years, the Liquidated Damage amounts shall be adjusted by the Annual Index Change in the CPI-U, which is described in Attachment K.

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TABLE 1

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
	COLLECTION QUALITY				
1.	Collection Quality Complaint (includes Solid Waste, Recyclable Materials and Organic Materials Collection service)	Number of "Collection quality Complaints" is less than or equal to thirty (30) per month for each of the following three categories (i.e., A, B and C) for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.	"Collection quality Complaints" shall include all Complaints received regarding events described under Items 1A through 1C herein.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded for each category (Items 1A through 1C) for the Agency	\$150 per Complaint received above the acceptable performance level
	A. Unauthorized Collection Hours (includes: Solid Waste, Recyclable Materials and Organic Materials Collection service)	See above	Each Complaint that Contractor has performed Collection services outside of hours authorized in Section 8.01.A.	See above	See above
	B. Inadequate Care of or Damage to Private Property	See above	Each Complaint that Contractor has not closed a Customer's gate, has crossed planted areas, or has damaged private property (including damage of private vehicles) pursuant to Section 8.02.H.	See above	See above

TABLE 1					
	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
	C. Failure to Resolve Property Damage Claims	See above	Each Complaint of Contractor's failure to resolve claims of damage to property within thirty (30) calendar days of the date the Complaint of damage was reported pursuant to Section 8.02.H.	See above	See above
2.	Failure to Provide New Service or Initiate Change in Service	Number of "Failures to Provide New Service or Initiate Change in Service" is less than or equal to sixty (60) each month for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.	Each Complaint of Contractor's failure to provide new service or change an existing service level within five (5) Business Days of receiving the request pursuant to Section 8.02.C.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$100 per Complaint received above the acceptable performance level
3.	Improper Container Placement Complaints	The number of "Improper Container Placement Complaints" shall be less than or equal to 500 per month for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.	Each Complaint of Contractor's failure to return empty Containers to original location (or alternate location if original location was not safe with regard to pedestrian and vehicular traffic), and each Complaint of failure to place Containers in an upright position with lids closed pursuant to Section 8.02.B.1, provided that Contractor shall not be responsible for placement of Containers that are moved due to wind, rain or other inclement weather conditions, third parties or other factors outside Contractor's reasonable control.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$50 per Complaint above the acceptable performance level

TABLE 1

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
4.	Failure to Effectively Distribute Non-Collection Notices	The number of non-collection notices that Contractor distributes is at least 50% of all Container set-outs that require a non-collection notice based on the presence of contamination.	An event is a Container set-out that contains contamination but was not provided a non-collection notice.	Contractor shall provide a report on a monthly basis that contains information on Contractor's use of non-collection notices.	\$25 per event
5.	Excessive Noise Complaints	The number of "excessive noise Complaints" shall be less than or equal to sixty (60) per month for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.	Each Complaint of excessive noise reportedly related to Contractor's Collection operations pursuant to Section 8.02.J.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$50 per Complaint above the acceptable performance level
6.	Unacceptable Employee Behavior	No incidents or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each Complaint of reportedly discourteous, rude, or inappropriate behavior by Collection vehicle personnel, Customer service personnel, or other employees of Contractor pursuant to Section 8.06.J.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$250 per Complaint

TABLE 1

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
7.	A. Complaints of Spills of Discarded Materials	The number of "Complaints of spills of Discarded Materials" shall be less than or equal to one-hundred and twenty (120) per month for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.	Each Complaint of litter, or spills of Solid Waste, Recyclable Materials, or Organic Materials near Containers or on public streets and Contractor's failure to pick up or clean up such material immediately pursuant to Section 8.02.I.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$50 per Complaint above the acceptable performance level
	B. Complaints of Failure to Clean Up Spills of Discarded Materials	See above	Each Complaint of Contractor failing to clean up Solid Waste, Recyclable Materials, or Organic Materials that were littered on public property pursuant to Section 8.02.I.	See above	See above
8.	Spills of Vehicle Fluids	No incidents or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each Complaint of unreasonable leaks or spills of hydraulic fluids, fuel, motor oil, and other motor vehicle fluids and liquids from the Collection vehicle on public streets pursuant to Section 8.02.I.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$500 per Complaint

TABLE 1

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
9.	Untimely Scheduling of Bulky Item Collections	No incidents or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each failure to schedule and perform a Bulky Item Collection within ten (10) Business Days of Customer's request subject to exceptions described in Section 5.05.H of the Agreement.	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency; and, shall document all Bulky Item Collections including date of Customer's request and actual date of service, and, upon request shall provide reports for the Agency's review.	\$100 per incident

TABLE 1

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
10.	Abandoned Waste	No incidents or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each failure to Collect abandoned waste within one (1) Business Day after notice provided in accordance with Section 5.09.A, unless such failure resulted from the volume of requests exceeding the maximum of thirty (30) scheduled events per day set forth in Section 5.09.A..	Contractor shall print a report on a monthly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency; and, shall document all Abandoned Waste Collections including date of notice and actual date of service, and, upon request shall provide reports for the Agency's review.	\$100 per incident
	Customer Service Quality				
1.	Untimely Resolution of Complaints and Inquiries	No failures or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each failure to resolve or remedy a Complaint or Inquiry within ten (10) Business Days of receipt of Complaint or Inquiry pursuant to Section 7.02.D, with the exception of missed pick-ups which are addressed in Attachment I or other service related events that have Liquidated Damages associated with them.	Contractor shall document all Complaints and Inquiries including the date of response pursuant to Section 7.02.D, and, upon request, shall provide detailed reports for the Agency's review.	\$100 per incident

TABLE 1

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
	Reporting				
1.	Late Submittal of Reports, Application, Proposal, or Other Submittals	Report, application or proposal shall be submitted on the date or in accordance with the timeframe specified in this Agreement.	For each day Contractor fails to submit: (i) reports in the timeframe specified in Article 9, (ii) Application for determination of Contractor's Compensation in the timeframe specified in Article 11; (iii) proposal requested by Agency for change in service in the timeframe specified in Article 9; and (iv) other submittals required by this Agreement in the timeframe specified in this Agreement.	Contractor's submittal dates shall be recorded and compared to the submittal requirements of the Agreement	\$250 per day for each day report is overdue
2.	Submittal of Inaccurate Report, Application, Proposal, or Other Submittals and Correspondence	Report, application, proposal or correspondence submitted does not contain inaccurate, misleading or erroneous data and information.	For each day Contractor fails to submit corrections or restatements rectifying the inaccurate, misleading or erroneous data and information contained in reports, applications, proposals or correspondence submitted to Agency or SBWMA commencing with the third (3 rd) Business Day after receiving notification from Agency or SBWMA of Contractor having submitted inaccurate, misleading or erroneous data and information.	The data and information contained in Contractor's submittal shall be recorded and verified for accuracy by Agency or SBWMA.	\$250 per day for each day inaccurate or erroneous information is not corrected by Contractor commencing with the third (3 rd) Business Day after receiving notification from Agency or SBWMA of Contractor having submitted inaccurate, misleading or erroneous data and information

TABLE 1

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
3.	Failure to Perform and Report on Billing Review	Reports on billing reviews are submitted on time.	Failure to conduct Billing reviews and report on the findings of the review pursuant to Section 7.01.F.	Contractor's submittal dates shall be recorded and compared to the submittal requirements of the Agreement	\$250 per day for each day report is overdue
Other					
1.	Disposal of Diversion Program Materials	Contractor does not Dispose of Recyclable Materials or Organic Materials Collected.	For each Ton of Recyclable Materials or Organic Materials Disposed of without written approval of the Agency pursuant to Section 8.02.D.	Alleged incidents shall be investigated by Agency	\$175 per Ton Disposed for Recyclables \$100 per Ton Disposed for Organics
2.	Use of Unauthorized Facilities	Each Ton of material shall be delivered to the Designated Transfer and Processing Site.	For each Ton of Solid Waste, Recyclable Materials or Organic Materials that is not delivered to the Designated Transfer and Processing Facility pursuant to Section 6.01.	Alleged incidents shall be investigated by Agency	\$175 per Ton Delivered to unauthorized facility for Recyclables \$100 per Ton Delivered to unauthorized facility for Organics and Solid Waste

Table 2: Monthly Allowances for Each Member Agency for Select Collection Quality Standards

Member Agency	Monthly Percentage Threshold*	Collection Quality Performance Standard Number				
		1A, 1B, 1C	2	3	5	7.A
Atherton	2.48%	1	1	12	1	3
Belmont	7.15%	2	4	36	4	9
Burlingame	7.01%	2	4	35	4	8
Hillsborough	3.89%	1	2	19	2	5
EPA	4.44%	1	3	22	3	5
Foster City	7.15%	2	4	36	4	9
Menlo Park	8.35%	3	5	42	5	10
Redwood City	18.41%	5	12	92	12	22
San Carlos	9.08%	3	5	45	5	11
San Mateo	21.61%	6	14	108	14	26
North Fair Oaks (CSA-8)	2.77%	1	2	14	2	3
WBSD	2.34%	1	1	12	1	3
Unincorporated County	5.32%	2	3	27	3	6
Total Acceptable Performance Level	100.00%	30	60	500	60	120

* Monthly percentage threshold was calculated based on total monthly SFD Service Opportunities as of March 2017.

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Contractor's Compensation
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**ATTACHMENT K
CONTRACTOR'S COMPENSATION AND RATE SETTING PROCESS**

1. Introduction

As provided in Article 11 of the Agreement, Member Agencies expect the SBWMA, of which they are all members, to provide substantial assistance in administering the annual review of Contractor's Compensation and the integration of that review with Member Agencies' adjustment of Rates and Charges billed to Customers for Contractor's services.

This Attachment describes the process for adjusting Contractor's Compensation, Rates, and Charges for Rate Year Eleven (2021) and each year thereafter. Note that Contractor's Compensation and Rate setting process for Rate Years One (2010) through Ten (2020) is described in the 2009 Franchise Agreement, as amended by Section 11.02.F of the Agreement.

This Attachment presents definitions of terms specifically related to this Attachment (Section 2); describes Contractor's accountability regarding Contractor's Compensation assumptions (Section 3); the procedures by which specific elements of Contractor's Compensation will be adjusted annually (Section 4); the procedure by which Agency may elect to stabilize Rates by carrying forward a portion of Contractor's Compensation (Section 5); the format and content of Contractor's annual Application for adjustments in Contractor's Compensation (Section 5); the actions to be taken by SBWMA in reviewing that Application (Section 6); allocating Contractor's Compensation among Member Agencies (Section 7); an explanation of Pass-Through Costs (Section 8); reconciling the revenue earned by Contractor each Rate Year with the approved Contractor's Compensation for that Rate Year (Section 9); preparing and reviewing reports to Member Agencies with recommendations for adjustments in each Member Agency's Rates (Section 10); a discussion of Performance Incentives and Disincentives (Section 11); and the role of each Member Agency in establishing Rates and the Rate structure (Section 12).

SBWMA and Contractor may agree to modifications in the procedures and schedules in this Attachment in order to adapt them to changed circumstances or to improve their efficiency and timeliness. Before implementing any such modifications, SBWMA will provide at least thirty (30) Days prior written notice to all Member Agencies. The notice will include an explanation of the reason(s) for the proposed modification(s) and the section(s) of this Attachment that would be affected by the proposed modification(s).

2. Definitions

The following terms are defined for the purposes of this Attachment K. Other terms that are capitalized that are not otherwise defined in this Attachment or in Attachment A of the Agreement are defined by reference to the line items as they appear in projected 2021 Contractor's Compensation in Attachment N.

- A. **"Annual Index Change"** means the average CPI value for the 12-month period ending April of the then-current Rate Year minus the average CPI value for 12-month period ending April of the most-recently-completed Rate Year, divided by the average CPI value for the 12-month period ending April of the most-recently completed Rate Year. The Annual Index Change shall be rounded to the nearest thousandth. The Annual Index Change may be a positive or negative value, which results in increases or decreases when costs are adjusted pursuant to Section 4.

For example, if the Contractor is preparing its Application for Contractor's Compensation to be effective for Rate Year Twelve (2022), the Annual Index Change for CPI-U shall be calculated as

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follows: [(Average CPI-U for May 2020 through April 2021) – (Average CPI-U for May 2019 through April 2020)] / (Average CPI-U for May 2019 through April 2020).

- B. "CPI-U" means the All Urban Consumers Index (CPI-U) compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters.

CPI-U Parameters:

Area – San Francisco-Oakland-San Jose Metropolitan Area
Item – All Items
Base Period – Current 1982-84=100
Not seasonally adjusted
Periodicity – Bi-monthly
Series ID – CUURA422SA0

- C. "CPI-U-Motor Fuel" is the index that shall be used to adjust diesel fuel costs and means All Urban Consumers Index for Motor Fuel compiled and published by the U. S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters:

CPI-U-Motor Fuel Parameters:

Area – San Francisco-Oakland-San Jose Metropolitan Area
Item – Motor Fuel
Base Period – Current 1982-84=100
Not seasonally adjusted
Periodicity – Monthly
Series ID – CUURA422SETB

- D. "CPI-W-Wages" means the Consumer Price Index, Urban Wage Earners and Clerical Workers compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters.

CPI-W Parameters:

Area – San Francisco-Oakland-San Jose Metropolitan Area
Item – All Items
Base Period – Current 1982-84=100
Not seasonally adjusted
Periodicity – Bi-monthly
Series ID – CWURA422SA0

- E. "CPI-W-Medical" means the Consumer Price Index, Urban Wage Earners and Clerical Workers, Medical Care, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters.

CPI-W-Medical Parameters:

Area – San Francisco-Oakland-San Jose Metropolitan Area
Item – Medical Care
Base Period – Current 1982-84=100
Not seasonally adjusted

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Periodicity – Bi-monthly
Series ID – CWURA422SAM

- F. **"Compensation Adjustment Factor"** means the amount of change in the Contractor's Compensation for the then-current Rate Year compared to the coming Rate Year.
- G. **"Potential Cap Carry Forward"** means the amount of Member Agency's share of Contractor's Compensation for the coming Rate Year that Member Agency may elect to defer (carry forward) to the subsequent Rate Year, which is calculated as provided in Section 5.
- H. **"Cap Carry Forward"** means the amount that Member Agency actually elects to defer (carry forward) from the coming Rate Year to the subsequent Rate Year pursuant to Section 5, which shall be included in Member Agency's share of Contractor's Compensation as an adjustment for such subsequent Rate Year.
- I. **"Direct Cost"** means those costs directly attributable to the provision of Collection services including, but not limited to, costs for Collection vehicle personnel and related benefits, payroll taxes, and workers compensation insurance; Collection vehicle fuel; and other direct costs.
- J. **"Indirect Cost"** means those costs not directly attributable to provision of Collection service, which costs are aggregated into an overhead cost pool(s). Indirect costs include, but are not limited to, costs for general and administrative, general operations, vehicle maintenance, and container maintenance costs.

3. Contractor Accountability for Proposal Assumptions

The method of adjusting Contractor's Compensation holds Contractor accountable for several projections and assumptions on which its projected 2021 costs were based, and which are incorporated into the baseline costs shown on Attachment N, including: proposed technology, route productivity, Single-Family Container placement assumptions, and Customer recycling/organics participation rates, as follows:

- **Proposed Technology** – No additional adjustments shall be made to Contractor's Compensation if the technology proposed by Contractor does not achieve the intended results or productivity. (If a Change in Law requires consideration of new or alternative technology or if the Parties mutually agree to consider a change in technology, cost impacts related to the change in technology will be addressed under the applicable provisions of the Agreement).
- **Route Productivity** – The assumptions regarding route productivity directly impact costs related to labor, route hours, vehicles, fuel use, and vehicle maintenance. No adjustments to Contractor's Compensation will be made for differences between route productivity levels assumed in Attachment N and actual route productivity.
- **Customer Recycling and Organic Program Participation Levels** – Contractor's estimate of the number of Single-Family Dwelling, Multi-Family, and Commercial Customers that will be provided Targeted Recyclable Materials and Organic Materials Collection Service is incorporated into the baseline costs shown on Attachment N. No adjustments to Contractor's Compensation will be made for differences between estimated and actual participation levels

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with the exception of adjustments for changes in service level pursuant to Section 4 of this Attachment.

4. Adjustments to Contractor's Compensation

The annual process for adjusting Contractor's Compensation is summarized in Table 1. Column One of the table describes the adjustment of Contractor's projected 2021 costs shown on Attachment N to establish Rate Year Eleven (2021) Contractor's Compensation; Column Two describes annual adjustments to determine Contractor's Compensation for Rate Year Twelve (2022) and each year thereafter. When determining the Contractor's Compensation for the coming Rate Year, separate cost adjustment calculations shall be performed for the following Service Sectors and Lines of Business, which shall encompass all portions of Contractor's Compensation:

- Single-family Solid Waste
- Single-family Targeted Recyclable Materials (including Household Batteries, Cell Phones, Used Motor Oil, and Used Motor Oil Filters)
- Single-family Organic Materials including Holiday Trees
- Single-family Bulky Item Materials (two On-Call Bulky Collection events)
- Multi-Family and Commercial Cart and Bin Solid Waste
- Multi-Family and Commercial Cart and Bin Targeted Recyclable Materials
- Multi-Family and Commercial Cart and Bin Organic Materials including Holiday Trees
- Multi-Family and Commercial Drop Box
- Multi-Family Bulky Item Materials (two On-Call Bulky Collection events)
- Agency Facilities Cart and Bin Solid Waste
- Agency Facilities Cart and Bin Targeted Recyclable Materials
- Agency Facilities Cart and Bin Organic Materials
- Agency Facilities Drop Box
- Agency Facilities Venues and Events

The total Contractor's Compensation shall equal the sum of Contractor's Compensation for each of the above Lines of Business. For purposes of Attachment K, "Multi-Family and Commercial" shall be considered one Service Sector.

Table 1 describes the process for adjusting costs for service level changes (in addition to other adjustments to costs). The Parties agree that service level changes shall not be made for Contractor's Compensation for Single-family and Multi-Family Bulky Item Materials (two On-Call Bulky Collection events) as long as Contractor is subject to the average daily limit of one hundred fifty (150) Bulky Item Collection service events, as set forth in Section 5.05.H of the Agreement.

All other adjustments described in Table 1 shall be applicable to the above Service Sectors and Lines of Business. Adjustments for changes in service levels for the above Service Sectors and Lines of Business may also occur in accordance with Section 15.12 of the Agreement.

If Contractor's Compensation is adjusted under the 2009 Franchise Agreement after Rate Year Six (2016) but before Rate Year Eleven (2021) due to a Change in Law or Customer migration under Sections 11.05.A.3 or 11.05.A.4 of the 2009 Franchise Agreement, or an Agency-directed change under Section 15.12 of the 2009 Franchise Agreement, then Contractor's Compensation for Rate Year Eleven (2021) shall be equitably adjusted to give effect to the change.

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5. Possible Carry Forward of Annual Compensation Adjustments Above 5%

If Agency's share of Contractor's Compensation for the coming Rate Year (expressed in dollars) exceeds Agency's share of Contractor's Compensation for the current Rate Year (expressed in dollars) by more than five percent (5%), calculated as provided below, then Agency may elect to defer (carry forward) the excess to the subsequent Rate Year in accordance with this Section. The purpose of the carry forward mechanism is to smooth Rate adjustments, not to reduce the amount of compensation to which Contractor is entitled.

Agency's deferral right shall apply only to increases in Contractor's Compensation resulting from application of the methodology set forth in this Attachment K, excluding any Agency-specific costs. The following cost items shall not be subject to deferral or included in deferral calculations:

- Any costs listed in Table 1 under the line items "Contract Changes to Specific Agencies" or "Incentives/Disincentives Payments";
- Cost increases under other Sections of the Agreement including, but not limited to, those resulting from Agency-directed changes (Section 15.12) or Changes in Law (Section 11.05); and,
- Increases in costs that are not part of Contractor's Compensation including, but not limited to, Franchise Fees or other Agency fees, or processing and Disposal fees paid by Contractor to SBWMA.

Agency's share of Contractor's Compensation for a given Rate Year (expressed in dollars), adjusted as necessary to comply with the foregoing requirements, shall be referred to herein as "Adjusted Contractor's Compensation." Adjusted Contractor's Compensation for a given Rate Year includes any Cap Carry Forward from the previous Rate Year.

In each of its Applications to establish Rates for Rate Years Twelve (2022) onward, Contractor shall include its calculation of: (A) Adjusted Contractor's Compensation for the coming Rate Year, (B) Adjusted Contractor's Compensation for the current Rate Year, (C) the difference between the two (calculation: $C = A - B$), and (D) the amount, if any, by which such difference exceeds five percent (5%) of Adjusted Contractor's Compensation for the current Rate Year (calculation: $D = C - (B \times 0.05)$) (the "Potential Cap Carry Forward"). If the calculation of the Potential Cap Carry Forward results in a negative value, the Potential Cap Carry Forward shall equal zero.

SBWMA shall confirm or correct Contractor's calculations and include such amounts, for each Member Agency, in its reports on Contractor's Application.

Agency may elect to carry forward any amount provided that the amount is less than or equal to the Potential Cap Carry Forward. If Agency elects to defer some or all of the Potential Cap Carry Forward, then:

1. Contractor's Compensation for the coming Rate Year shall be deemed reduced by such amount, for purposes of Agency's obligation to adjust Rates under Section 13 below; and,
2. Contractor's Compensation for the subsequent Rate Year shall be increased by such amount (which shall be the "Cap Carry Forward") in the Contractor's Compensation and Rate setting process for such subsequent Rate Year).

Agency may not defer any amounts in the final Rate Year of the Term. All Contractor's Compensation due to Contractor that was carried forward and not previously compensated to Contractor shall be reflected in the Contractor's Compensation for the final Rate Year of the Term, so that no Cap Carry Forward is calculated or applied for recovery beyond the final Rate Year of the Term. For purposes of

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this Attachment K, the final Rate Year of the Term means Rate Year Twenty-Five (2035), or, if the Term is extended under Section 3.03.A of the Agreement, the last Rate Year of the mutually agreed Term. If the Term is extended for up to twelve (12) months under Section 3.03.B of the Agreement, no amounts may be deferred from or to that extension period.

If the amount of the Potential Cap Carry Forward is greater than ten percent (10%) of Adjusted Contractor's Compensation for the current Rate Year, the Parties shall meet and confer to discuss the Agency's plan to reduce the amount of the Cap Carry Forward with the goal of eliminating the Cap Carry Forward in the coming Rate Years.

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Table 1: Contractor's Compensation Adjustment Methodology
(Note: The table below replaces the current Table 1 in its entirety)

Cost	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
ANNUAL COST OF OPERATIONS		
<p>A. Direct Labor-Related Costs for Collection Vehicle Route Personnel Represented Through Collective Bargaining Agreements (CBA).</p>	<ul style="list-style-type: none"> Adjust projected 2021 Direct Labor-Related Costs to reflect service level changes from April 2016 to April 2020 by 100% of the average service level change in accounts, lifts, or pulls as described in the following bullet. The service level adjustment shall be based on the change in the rolling three-year average number of Solid Waste accounts in the SBWMA Service Area and shall be calculated using the following formula: Adjusted 2021 Direct Labor-Related Costs = Projected 2021 Direct Labor-Related Costs per Attachment N x [1 + 75% x (((Sum of number of Solid Waste accounts as of April 2018 + April 2019 + April 2020) - (Sum of number of Solid Waste accounts as of April 2014 + April 2015 + April 2016)) / (Sum of number of Solid Waste accounts as of April 2014 + April 2015 + April 2016))]. For Commercial lines of business, lifts shall be used rather than accounts; and, for Drop Box lines of business, pulls shall be used rather than accounts. Because Contractor is subject to the average daily limit of one hundred fifty (150) Bulky Item Collection service events, as set forth in Section 5.05.H of the Agreement, no service level adjustments shall be applied to the following Service Sectors and Lines of Business: Single-family Bulky Item Materials (two On-Call Bulky Collection events) and Multi-Family Bulky Item Materials (two On-Call Bulky Collection events). 	<p>Step One:</p> <ul style="list-style-type: none"> Direct Wages for CBAs: Annually adjust Wage costs by 100% of the Annual Index Change using the CPI-W-Wages. Benefits for CBAs: Annually adjust Health Benefit costs by 100% of the Annual Index Change using CPI-W-Medical. Payroll taxes: Annually adjust direct labor-related payroll tax expense based on the effective tax rate of 8.1%. The effective tax rate shall be applied to the adjusted direct wages for CBAs to calculate payroll tax expense. When the Federal and/or State employer payroll tax rates or limits are changed, Contractor shall submit to SBWMA a
		<p>new effective payroll tax rate for review and approval (not to be unreasonably withheld). If approved, the new payroll tax rates shall be used to calculate payroll tax expense for the Rate Year affected by the change(s).</p> <ul style="list-style-type: none"> Workers Compensation Insurance: Annually adjust worker's compensation costs by 100% of the Annual Index Change in the CPI-W-Wages. <p>Step Two:</p> <ul style="list-style-type: none"> Annually adjust wages, benefits, payroll taxes, and workers compensation insurance costs to reflect service level changes by adjusting wage and benefit costs by 100% of the average service level change in accounts, lifts, and pulls as described in Table 2.

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Cost	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
<p>B. Direct Fuel Costs for All Contractor Vehicles including Collection Vehicles, Support Vehicles, and Supervisor's Vehicles</p>	<ul style="list-style-type: none"> • Step One: Adjust 2021 projected Direct Fuel costs to reflect the change in the CPI-U-Motor Fuel from April 2016 to April 2020 using the following formula: Adjusted 2021 Direct Fuel cost = Projected 2021 Direct Fuel cost x [1 + (((Average CPI for May 2019 through April 2020) – (Average CPI for May 2015 through October 2016)) / (Average CPI for May 2015 through April 2016))]. • Step Two: Adjust Direct Fuel Cost amount calculated in Step One to reflect service level changes using the method described in Row A above for Rate Year Eleven (2021) Direct-Labor Related Costs. 	<ul style="list-style-type: none"> • Step One: Annually adjust direct fuel costs by 100% of the Annual Index Change for the CPI-U-Motor Fuel. • Step Two: Annually adjust direct fuel costs to reflect service level changes by adjusting costs by 100% of the average service level change in accounts, lifts, and pulls as described in Table 2.
<p>C. Other Direct Costs for Collection Services</p>	<ul style="list-style-type: none"> • Adjust Other Direct Costs to reflect service level changes by using the method described in Row A above for Rate Year Eleven (2021) Direct-Labor Related Costs. 	<ul style="list-style-type: none"> • Step One: Annually adjust Other Direct Costs by 100% of the Annual Index Change using CPI-U. • Step Two: Annually adjust Other Direct Costs to reflect service level changes by adjusting costs by 100% of the average service level change in accounts, lifts, and pulls as described in Table 2.

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<p>D. Depreciation for All Contractor Vehicles including Collection Vehicles, Support Vehicles, and Supervisor's Vehicles</p>	<p>The annual depreciation amount shall equal \$3,056,022, which is the projected amount for 2021 as specified in Attachment N.</p>	<ul style="list-style-type: none"> • A vehicle equipment replacement schedule prepared by the Contractor is included in Attachment N. It shows the timing of anticipated vehicle purchases, estimated vehicle acquisition costs, and estimated annual depreciation and interest expenses for Rate Years Eleven (2021) through Twenty-Five (2035). In preparing this schedule, Contractor estimated vehicle acquisition costs in 2017 dollars and escalated the amounts annually by two percent (2%) as reflected in the equipment replacement schedule. • For Rate Years Twelve (2022) through Sixteen (2026), the annual depreciation amount shall be equal to the projected amount for 2021 specified in Attachment N. • After completion of the new vehicle acquisitions in accordance with the equipment replacement schedule in Attachment N, the vehicle depreciation amount shall be adjusted to reflect actual vehicle acquisition costs in a manner that remaining undepreciated costs shall be <u>depreciated evenly over the remaining Rate Years of the Agreement</u>. The recalculation of the annual vehicle
		<p>depreciation amount to be effective for Rate Years Seventeen (2027) through Twenty-Five (2035) shall be included in the Application submitted in 2026 for Rate Year Seventeen (2027) Contractor's Compensation. The recalculation of vehicle depreciation expense shall be as follows:</p> <ul style="list-style-type: none"> - "Annual Depreciation Cost Difference" = Actual cost of vehicles less projected vehicle costs of \$48,724,246, divided by 9 years. - The annual vehicle depreciation amount specified in Attachment N (\$3,056,022) shall be adjusted by 50% of the Annual Depreciation Cost Difference; however, the adjustment, whether positive or negative, shall not exceed \$350,000. Thus, the annual vehicle depreciation expense shall not be less than \$2,706,022 or greater than \$3,406,022. This adjusted depreciation amount shall be allocated to each Member Agency based on the

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Cost	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
		<p>percentage of projected 2021 total depreciation for all Member Agencies that was allocated to each Member Agency as shown in Attachment N. The allocated depreciation amount shall be included in Contractor's Compensation for Rate Years Seventeen (2027) through Twenty-Five (2035).</p> <ul style="list-style-type: none"> - Contractor shall not be compensated for any additional vehicle depreciation beyond \$3,406,022 per year.
<p>E. Depreciation - Containers</p>	<ul style="list-style-type: none"> • Contractor projected its Container replacement needs and costs and related depreciation for Rate Years Eleven (2021) through Twenty-Five (2035), which are specified in Attachment N for 2021. This amount (\$1,178,150) shall be the fixed annual Container Depreciation Costs for Rate Years Eleven (2021) through Twenty-Five (2035). • These depreciation amounts shall not be adjusted annually unless new Containers are purchased beyond the replacement quantities estimated by Contractor, subject to 	<ul style="list-style-type: none"> • Same method as shown for Rate Year Eleven (2021).
	<p>Agency or SBWMA approval (which shall not to be unreasonably withheld). If additional Containers are purchased, the depreciation expense shall be based on ten (10) year period or other period agreed upon by the Parties.</p>	
<p>F. Allocated Indirect Costs (e.g., General and Administrative, Operations, Vehicle Maintenance, and Container Maintenance costs including all non-route personnel CBA and non-CBA labor) excluding Allocated Depreciation and Interest</p>	<p>The annual Allocated Indirect Costs amount shall equal \$17,429,667, which is the projected amount for Rate Year Eleven (2021) as specified in Attachment N.</p>	<ul style="list-style-type: none"> • Step One: Annually adjust Allocated Indirect Costs by 100% of the Annual Index Change using CPI-U. • Step Two: Annually adjust Allocated Indirect Costs to reflect service level changes by adjusting (increasing or decreasing) costs by 65% of the average service level change in accounts, lifts, and pulls as described in Table 2.

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Cost	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
G. Total Allocated Indirect Depreciation Costs (e.g., depreciation costs related to General and Administrative, Operations, Vehicle Maintenance, and Container Maintenance services)	<ul style="list-style-type: none"> Contractor projected its equipment acquisition needs, costs, and depreciation expense related to indirect services for Rate Years Eleven (2021) through Twenty-Five (2035). The depreciation expenses is the Allocated Indirect Depreciation Cost of \$117,650, which is specified in Attachment N for 2021. 	<ul style="list-style-type: none"> The annual Allocated Indirect Depreciation Costs for Rate Years Twelve (2022) through Twenty-Five (2035) shall be fixed and shall equal the Rate Year Eleven (2021) amount of \$117,650. These depreciation amounts shall not be adjusted during the Term unless new equipment is purchased subject to SBWMA approval (which shall not to be unreasonably withheld). If additional equipment is purchased, the depreciation expense shall be based on ten (10) year period or other period agreed upon by the SBWMA and Contractor.
Total Annual Cost of Operations	<ul style="list-style-type: none"> Calculated as the sum of the cost components adjusted as described above. 	<ul style="list-style-type: none"> Calculated as the sum of the cost components adjusted as described above.
PROFIT		
Profit	<ul style="list-style-type: none"> Calculate Profit using the following formula: $[(\text{Total Cost of Operations for the coming Rate Period}) / 90.5\%] - (\text{Total Cost of Operations for the coming Rate Period})$. The operating ratio is fixed for the Term of the Agreement at ninety and one-half percent (90.5%). 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).
CONTRACTOR PASS-THROUGH COSTS		

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Cost	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
A. Regulatory Agency Fees	<ul style="list-style-type: none"> Any non-operating fees (excluding fines, penalties, late fees) paid by Contractor (e.g., to U.S. Department of Transportation, Bay Area Air Quality Management District, Local Enforcement Agency, Bay Area Water Quality Control Board, California Highway Patrol). No regulatory agency fees were applicable when Contractor projected 2021 Contractor's Compensation; therefore, the 2021 amount shown in Attachment N is zero. If new regulatory agency fees become effective during the Term, the amount of the fees included in Contractor's Compensation shall be determined through a special compensation review for change in law pursuant to Section 11.05 of the Agreement. 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).
B. Interest Expense for Containers and All Contractor Vehicles including Collection Vehicles, Support Vehicles, and Supervisor's Vehicles (which are separately identified on the Equipment Replacement Schedule in Attachment N)	<ul style="list-style-type: none"> The annual interest expense shall be equal to the projected interest expense for 2021 specified in Attachment N, which is \$1,145,186. This interest expense for the Contractor vehicles is \$982,006 and for Containers is \$163,180. 	<ul style="list-style-type: none"> For Rate Years Twelve (2022) through Sixteen (2026), the annual Interest Expense for Rate Years Twelve (2022) through Twenty-Five (2035) shall be fixed and shall equal the Rate Year Eleven (2021) amount of \$1,145,186, which includes interest expense for the Contractor vehicles of \$982,006 and for Containers of \$163,180. After completion of the new vehicle acquisitions in accordance with the equipment replacement schedule in Attachment N, the interest amount shall be adjusted to reflect interest expense related to actual vehicle acquisition costs. The recalculation of the annual vehicle interest expense to be effective for Rate Years Seventeen (2027) through Twenty-Five (2035) shall be included in the Application submitted in 2026 for Rate Year Seventeen (2027) Contractor's Compensation.
C. Contract Changes to Specific Agencies	<ul style="list-style-type: none"> {Note: This line item is included to address any Agency-specific costs and annual adjustment thereof (e.g., billing, street sweeping, etc.). Agency and Contractor to negotiate relevant compensation adjustment language, if applicable.} 	<ul style="list-style-type: none"> {Note: This line item is included to address any Agency-specific costs and annual adjustment thereof (e.g., billing, street sweeping, etc.). Agency and Contractor to negotiate relevant compensation adjustment language, if applicable.}

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Cost	Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor's Compensation	Annual Adjustment to Contractor's Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)
<p>D. Cap Carry Forward</p> <p>The Cap Carry Forward methodology is described in Section 5 above. A hypothetical example of the Cap Carry Forward is provided in Table 3.</p>	<ul style="list-style-type: none"> The Cap Carry Forward shall not be applicable in Rate Year Eleven (2021) 	<ul style="list-style-type: none"> For Rate Year Twelve (2022), the Cap Carry Forward shall equal zero because Adjusted Contractor's Compensation shall not be capped in Rate Year Eleven (2021), and therefore no amount may be carried forward. For Rate Year Thirteen (2023) onward, the Cap Carry Forward shall equal the amount, if any, calculated for the preceding (i.e. then-current) Rate Year and elected by Agency to be carried forward, as provided in Section 5 above.
Total Contractor Pass-Through Costs	<ul style="list-style-type: none"> Calculated as the sum of the Contractor Pass-Through Costs. 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).
CONTRACTOR'S COMPENSATION	<ul style="list-style-type: none"> Calculated as the sum of Total Annual Cost of Operations, Profit, and Contractor's Pass-Through Costs. 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).
OTHER ADJUSTMENTS		
Incentives/Disincentives Payments	<ul style="list-style-type: none"> Amount varies annually based on actuals pursuant to Section 12 of Attachment K. 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).
CONTRACTOR'S COMPENSATION (Adjusted)	<ul style="list-style-type: none"> Calculated as the sum of the Contractor's Compensation and Other Adjustments 	<ul style="list-style-type: none"> Same method as shown for Rate Year Eleven (2021).

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**Table 2: Service Level Adjustment Methodology
for Rate Years Twelve to Twenty-Five (2022 - 2035)**

{Note: The table below replaces the current Table 2 in its entirety}

<p>Accounts (Single-Family Dwelling accounts for Solid Waste Collection)</p>
<ul style="list-style-type: none"> Adjustment shall be based on the annual percent change in the rolling three-year average number of Solid Waste accounts in the SBWMA Service Area, where the annual percent change shall be calculated using the following formula: $\frac{((\text{Average of Solid Waste accounts as of April 30 of the then-current Rate Year and the two most-recently completed Rate Years}) - (\text{Average of Solid Waste accounts as of April 30 of the three most-recently completed Rate Years}))}{(\text{Average of Solid Waste accounts as of April 30 of the three most-recently completed Rate Years})}$. The annual percent change calculated using the above formula is referred to herein as the "average service level change". <p>For example, if the Contractor is preparing its Application in Rate Year Eleven (2021) for Contractor's Compensation to be effective for Rate Year Twelve (2022), the average service level change shall be calculated as follows: $\frac{((\text{Average of Solid Waste accounts as of April 30, 2021} + \text{as of April 30, 2020} + \text{as of April 30, 2019}) - (\text{Average of the Solid Waste accounts as of April 30, 2020} + \text{as of April 30, 2019} + \text{as of April 30, 2018}))}{(\text{Average of the Solid Waste accounts as of April 30, 2020} + \text{as of April 30, 2019} + \text{as of April 30, 2018})}$. The value of the applicable cost item for Rate Year Eleven (2021) would be multiplied by $(1 + \text{the average service level change})$ to determine the value of such cost item for Rate Year Twelve (2022), assuming the cost item is to be adjusted by 100% of the average service level change. If Table 1 states that the cost item is to be adjusted by 65% of the average service level change (as is the case for Allocated Indirect Costs), then the value of the applicable cost item for Rate Year Eleven (2021) would be multiplied by $(1 + (0.65 \times (\text{the average service level change})))$ to determine the value of such cost item for Rate Year Twelve (2022).</p>
<p>Lifts for Carts and Bins (Multi-Family and Commercial, and Agency Facilities Bin and Cart lifts for Solid Waste, Recyclable Materials, and Organic Materials Collection)</p>
<ul style="list-style-type: none"> Same method as described above, but using the average service level change in the number of lifts during a 4 week period in April, rather than the number of accounts as of April 30. Calculations shall be separately performed for Solid Waste, Recyclable Materials, and Organic Materials Collection lifts, separately for Multi-Family and Commercial lifts and Agency Facilities lifts.
<p>Pulls for Drop Boxes (Multi-Family and Commercial, and Agency Facilities Drop Box and Compactor pulls for Solid Waste, Recyclable Materials, and Organic Materials Collection)</p>
<ul style="list-style-type: none"> Same method as described above, but using the average service level change in the number of pulls during the 12 month period ending April 30, rather than the number of accounts as of April 30. Calculations shall be combined for Solid Waste, Recyclable Materials, and Organic Materials Collection pulls, but shall be performed separately for Multi-Family and Commercial pulls and Agency Facilities pulls.

Note: Service level adjustments may be positive or negative values, which shall result in increases or decreases when costs are adjusted pursuant to Section 4.

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Table 3: Example Compensation Cap Methodology

CPI + Growth Percentage for Example City of Example	4.5% 2022	6.2% 2024	8.8% 2025	8.8% 2026	3.5% 2027	2.4% 2028	2.3% 2029
Annual Cost of Operations							
Direct Labor-Related Costs							
Wages for CBAs	1,731,660	1,839,023	1,945,687	2,042,971	2,114,475	2,165,222	2,215,023
Benefits for CBAs	804,714	854,606	904,173	949,382	982,610	1,000,193	1,029,335
Payroll Taxes	144,074	153,007	161,881	169,975	175,924	180,147	184,290
Workers Compensation Insurance	122,375	131,024	138,624	145,555	150,649	154,265	157,813
Total Direct Labor-Related-Costs	2,803,823	2,977,660	3,150,365	3,307,883	3,423,659	3,505,826	3,596,460
Direct Fuel Costs	167,237	190,846	210,379	220,898	228,630	234,117	239,501
Other Direct Costs	244,805	250,983	275,062	288,815	298,924	306,098	313,138
Depreciation							
- Collection Vehicles	254,669	254,669	254,669	254,669	254,669	254,669	254,669
- Containers	98,179	98,179	98,179	98,179	98,179	98,179	98,179
Total Depreciation	352,848	352,848	352,848	352,848	352,848	352,848	352,848
Lease (1Y 1 principal only) for Collection Equipment							
Allocated Indirect Costs							
General and Administrative	997,138	1,058,960	1,120,380	1,176,399	1,217,573	1,246,795	1,275,471
Operations	104,996	111,474	117,940	123,837	128,171	131,247	134,266
Vehicle Maintenance	297,057	315,475	333,772	350,481	362,727	371,433	379,975
Container Maintenance	175,509	186,390	197,201	207,061	214,308	219,451	224,499
Total Allocated Indirect Costs	1,574,670	1,672,299	1,769,293	1,857,757	1,922,779	1,968,926	2,014,211
Total Allocated Indirect Depreciation Costs	9,804	9,804	9,804	9,804	9,804	9,804	9,804
Total Annual Cost of Operations	5,173,187	5,471,441	5,767,780	6,038,066	6,236,643	6,377,618	6,515,963
Profit	543,042	574,359	605,454	633,824	654,675	669,474	683,996
Operating Ratio	90.5%	90.5%	90.5%	90.5%	90.5%	90.5%	90.5%
Total Operating Costs	5,716,229	6,045,791	6,373,235	6,671,829	6,891,318	7,047,092	7,199,959
Contractor Pass-Through Costs							
Interest Expense	95,432	95,432	95,432	95,432	95,432	95,432	95,432
ADD: Prior Year Compensation Cap Reductions	-	-	38,978	100,259	139,706	62,435	-
Contract Charges to Specific Agencies	-	-	-	-	-	-	-
Total Contractor Pass-Through Costs	95,432	95,432	134,410	195,691	235,228	157,867	95,432
BASE CONTRACTOR'S COMPENSATION	5,811,661	6,141,223	6,507,615	6,867,520	7,126,546	7,284,959	7,295,391
CONTRACTOR'S COMPENSATION CAP (5%)	5,861,502	6,182,244	6,487,357	6,727,724	7,064,111	7,417,316	7,565,287
Adjustment for 5% Cap	-	(38,078)	(100,259)	(139,796)	(82,435)	-	-
ADJUSTED CONTRACTORS COMPENSATION	5,811,661	6,182,244	6,487,357	6,727,724	7,064,111	7,284,959	7,295,391
% CHANGE IN CONTRACTOR COMPENSATION	4.10%	5.00%	5.00%	5.00%	5.00%	1.99%	1.26%

Note: All amounts presented in \$ per year with the exception of percentages as noted.

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6. Application for Contractor's Compensation Adjustment

Contractor is required to submit an Application for Contractor's Compensation Adjustment (Application) annually by June 15 for determination of Contractor's Compensation for the following Rate Year commencing with its Application for Rate Year Eleven (2021) Contractor's Compensation, which is due June 15, 2020. This Section describes the content of the Application.

A. Reporting of Operational Information

Operational information shall be reported in total as well as disaggregated by each Line of Business, by Service Sector, and by Member Agency. The information shall be submitted on forms provided by Contractor and approved by SBWMA. Operational information to be provided includes, but is not limited to, the following:

- Tonnage Collected by Line of Business;
- Number of accounts by Line of Business and account type (i.e., Container size, Collection frequency, and material type);
- Number of accounts, lifts, and pulls needed to perform the average service level adjustment calculations (described in Section 4);
- Number of Containers in service by Line of Business;
- Set-out rates by Line of Business;
- Number of routes and annual route hours by Line of Business;
- Number and type of vehicles by Line of Business;
- Annual route labor hours by Line of Business; and,
- Roster of all personnel by category including direct, indirect, and general and administrative (G&A).

B. Audited Financial Statements

Financial statements (balance sheet, income and expense statement) for the operations covered by this Agreement for Contractor's immediately preceding fiscal year (October 1 – September 30) shall be submitted with the Application. The financial statements shall be accompanied by a report of an independent Certified Public Accountant licensed by the California Board of Public Accountancy stating that (i) it has audited the financial statements in accordance with auditing standards generally accepted in the United States, and (ii) in its opinion the financial statements present fairly, in all material respects, the financial position of Contractor as of September 30 of the year under review and of the immediately preceding year, and the changes in its financial position for the years then ended in conformity with United States generally accepted accounting principles.

The Certified Public Accountant's report shall also contain a separate statement identifying the amounts of audited revenue and expense that are attributable to the last nine months of the Contractor's fiscal year (January - September 30).

In addition, Contractor shall submit financial statements covering the last three months of the preceding calendar year (October 1 - December 30) and a compiled twelve (12) month statement covering the preceding calendar year. These statements shall be accompanied by

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a report of the independent Certified Public Accountant stating that it has conducted a review of the statements in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants and that contains the elements described in AICPA Professional Standards, section AR 100.

C. Preparation of Management Representation Letter

The Application shall include a management representation letter signed by the President of Contractor, which states that:

- Management accepts responsibility for the accuracy and completeness of the Application;
- The Application is based on the Contractor's Compensation adjustment procedures described in Article 11, this Attachment K (including Tables 1 and 2), and on the forms approved by the SBWMA; and,
- All significant information and supporting documents relevant to the Contractor's Compensation adjustment process are available for review by SBWMA.

D. Calculation of Contractor's Compensation for the Coming Rate Year

The Application shall include a calculation of Contractor's Compensation for the coming Rate Year (i) in total for the SBWMA Service Area, (ii) in total for each Member Agency, and by Service Sector and Lines of Business specified in Section 4 for each Member Agency. The calculations shall show the adjustments to each cost line item and shall be performed in accordance with the methodology described in Section 4 of this Attachment.

For the Application submitted in 2026 for Rate Year Seventeen (2027), Contractor shall include detailed calculations of the vehicle depreciation and interest expense adjustments to be effective for Rate Years Seventeen (2027) through Twenty-Five (2035) that reflect changes for actual vehicle acquisition costs (which were acquired in accordance with the equipment replacement schedule in Attachment N) compared to projected costs presented in Attachment N. In addition to the detailed calculations, Contractor shall provide supporting documentation such as, but not limited to: vehicle specifications, acquisition costs for all vehicles, date vehicles were placed into service, and interest rate.

E. Supporting Documentation

Contractor shall make available to SBWMA and each Member Agency, upon request, supporting documentation and summary reports for all calculations, assumptions, and data used in the calculation of the Contractor's Compensation for the coming Rate Year. Supporting documents and reports requested may include:

- General Ledger
- Revenue and Accounts Receivable Ledgers
- Collective Bargaining Agreements
- Solid Waste Transfer Tickets
- Weight tickets for all C&D Materials, Recyclable Materials, Inert Materials, and Organic Materials
- Customer billing information and service levels

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- Copies of Bureau of Labor Statistics Index Data
- Other information requested by SBWMA

7. SBWMA Review of Application

Agency delegates to SBWMA the authority to conduct the review of the Application. SBWMA will review the Application and supporting documentation to determine that it has been prepared in a manner consistent with the Agreement, including this Attachment. SBWMA may request and Contractor shall provide any missing information necessary to complete the Application. Agency may participate in meetings with SBWMA and Contractor to discuss the Application.

A. Preliminary Review

SBWMA shall determine if the Application is complete and ready for analysis.

1. Completeness and Mathematical Accuracy of Application. SBWMA shall determine if:
 - a. All required forms and financial statements are included;
 - b. All forms are completed correctly and data and indexes tie to correct source; and
 - c. All calculations are mathematically correct.

If the Application is incomplete or contains arithmetic errors, SBWMA will notify Contractor and Contractor will promptly provide missing information and corrected calculations.

2. Verification of Supporting Documents and Schedules. Various documents are to be included in the Application to support the requested adjustment in Contractor's Compensation. Any supporting information SBWMA finds to have been omitted shall be promptly be provided by Contractor.
3. Contractor Notification. SBWMA will notify Contractor when it has determined that the Application is complete.

B. Review of Application

The Contractor's Compensation review process is intended to allow SBWMA to determine whether the Application is consistent with the Agreement and accurately calculates Contractor's Compensation for the coming Rate Year. SBWMA shall take the following steps during its review of the Application.

1. Review of Contractor's Compensation Calculations. SBWMA shall review Contractor's Compensation adjustment calculations to verify that the calculations are performed in accordance with Article 11 and relevant attachments including this Attachment. SBWMA shall notify Contractor of any apparent errors or discrepancies in the calculation of Contractor's Compensation which it identifies.
2. Review of Revenue Projection for Following Year. SBWMA shall review Contractor's projection of Gross Revenue Billed. Any unusual trends will be identified and explanations obtained from the Contractor.
3. Determine Prior Year Revenue Surplus/Shortfall. SBWMA will review the Contractor's Revenue Reconciliation calculations submitted in March in light of audited financial statements.

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8. Allocation of Contractor's Compensation Among Member Agencies

Contractor allocated projected 2021 Contractor's Compensation among the Member Agencies using the methodology described in the 2009 Franchise Agreement (Attachment K, subsection 6.B) and as illustrated in Attachment N. The Contractor's allocation of projected 2021 Contractor's Compensation was based on April-May 2016 operating statistics compiled by Contractor including those from the annual route audit described in Section 7.12, including route labor hours per year, route hours per year, number of accounts, service stops, Bin and Cart lifts, Drop Box pulls, Tonnage, and number of Containers, reported separately for each Member Agency. Route labor hours and route hours included hours related to on and off route time, collection time, and hauling time to deliver materials to the Designated Transfer and Processing Facility. Contractor compiled the operating statistics based on the 2016 annual route audit or best available information.

The Parties agree that the projected 2021 Contractor's Compensation for each Member Agency (which is presented in Attachment N by Service Sector and Lines of Business specified in Section 4) shall be used as the basis for determining each Member Agency's share of adjusted 2021 Contractor's Compensation for Rate Year Eleven (2021), and each Member Agency's share of Contractor's Compensation for all subsequent Rate Years. Cost allocations shall not be adjusted during the Term of the Agreement, with the exception of allocation of adjusted vehicle depreciation and interest costs for Rate Year Seventeen (2027) as described further in Section 4 of this Attachment. Agency's share of Contractor's Compensation shall be adjusted independently from others using the methodology in this Attachment K, adjusting for changes in cost indices and Agency service levels.

99. Pass-Through Costs

Pass-Through Costs are costs which are included in the Revenue Requirement and Gross Revenue Billed on which no profit is paid to Contractor. Pass-Through Costs are divided into two groups:

- 1) Contractor Pass-Through Costs, which consist of regulatory agency fees, interest expense, Member Agency-specific changes to the Agreement, and Cap Carry Forward amounts, as described under the heading "Contractor Pass-Through Costs" in Table 1 above.
- 2) Other Pass-Through Costs, which consist of Member Agency Franchise Fees and other fees which are paid to each Member Agency, and fees paid by Contractor to SBWMA for processing and Disposal (including transfer) of materials delivered by Contractor to the Designated Transfer and Processing Facility.

Other Pass-Through Costs are not part of Contractor's Compensation, but are included in the Revenue Requirement (see Section 13 below). As part of SBWMA's report on Contractor's Application (see Section 11 below), SBWMA shall estimate the total amount of Other Pass-Through Costs and the portion thereof attributable to each Member Agency. Estimated Franchise Fees and other fees are calculated separately for each Member Agency, and therefore do not need to be allocated.

SBWMA will estimate total payments by Contractor to SBWMA for processing and Disposal fees, based on total Tonnages of Solid Waste, Recyclable Materials, and Organic Materials projected to be delivered to the Designated Transfer and Processing Facility for the coming Rate Year. Such fees shall be allocated

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to each Member Agency based on total Tonrages of each type of material projected to be delivered to the Designated Transfer and Processing Facility from each Member Agency.

10. Revenue Reconciliation of Gross Revenue Billed to Approved Contractor's Compensation for Most-Recently Completed Year

Annually, Contractor's Net Revenue Billed for the most-recently completed Rate Year will be reconciled to the Contractor's Compensation approved for the most-recently completed Rate Year. The difference will be added to or subtracted from Contractors' Compensation for the coming Rate Year.

Contractor shall report the Revenue Reconciliation annually by March 31 of each year (in a format to be approved by SBWMA), commencing in 2020 so that it can be included with the Application for Rate Year Eleven (2021) Contractor's Compensation, which is due June 15, 2020. The report shall include the following:

- a. Statement of Gross Revenue Billed for the most-recently completed Rate Year for each Member Agency, by Service Sector and Lines of Business specified in Section 4.
- b. Statement of Other Pass-Through Costs by Member Agency by Service Sectors and Lines of Business specified in Section 4.
- c. Statement of Revenues Billed attributable to additional services defined in Attachment Q by Member Agency with adjustment for Backyard Collection Service pursuant to Section 11.03 of the Agreement.

Subtracting the sum of items b and c from a, yields Net Revenue Billed. [The calculation is: $a - (b + c) = \text{Net Revenue Billed}$.] Net Revenue Billed is compared to the approved Contractor's Compensation and the surplus, or shortfall, is determined. The reconciliation shall be performed separately for each Member Agency, resulting in a surplus or shortfall for each Member Agency.

The amounts described in items a, b and c for the most-recently completed Rate Year must be included in the audited financial statement due by June 15. Any variance between the March 31 data and the final audited data must be explained and the Revenue Reconciliation report revised accordingly. The audited data will be considered in calculating the adjustment to Contractor's Compensation for the following Rate Year.

Payment(s) made by Contractor to SBWMA under Section 6.02 of the Agreement for transportation, Disposal and supplemental processing of Contaminated loads shall not be subtracted from Gross Revenue Billed.

The revenue reconciliation process will not be carried out during the last Rate Year of the Term; however, notwithstanding the foregoing or any other provision of this Agreement, if Agency fails to set Rates in the final Rate Year of the Term so that Contractor is fully reimbursed for all Cap Carry Forwards elected by Agency, as is required by Section 5 and Section 13 of this Attachment K, then a final revenue reconciliation shall be conducted as provided in this paragraph. The process shall follow the above procedure and the procedure for preparation, review and approval of SBWMA staff reports set forth below. If the revenue reconciliation demonstrates that Contractor has been overcompensated for Agency's Cap Carry Forwards through the Rates set by Agency, Contractor shall pay the surplus to Agency. If the revenue reconciliation demonstrates that Contractor has been undercompensated for Agency's Cap Carry Forwards through the Rates set by Agency, Agency shall pay the shortfall to

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Contractor. The Parties and SBWMA shall use best efforts to finalize the revenue reconciliation process and effect any payments within one (1) year after the end of the Term.

11. Preparation and Review of Reports

SBWMA staff will prepare a report on its review of the Application. The report will contain SBWMA staff findings on each of the following components of the Application.

- Contractor's Annual Costs of Operation
- Contractor's Pass-Through Costs
- Calculated Profit
- Revenue surplus or shortfall for the most-recently completed Rate Year, based on the Revenue Reconciliation described in Section 10
- Other Pass-Through Costs, including Contractor payments to SBWMA for processing and Disposal and to Agency for Franchise Fees and other fees
- Total Revenue Requirement for Contractor for the coming Rate Year
- Recommended overall percentage change in each Member Agency's Rates
- Discussion of issues for consideration by Member Agencies, including unresolved disagreements, if any, that Contractor has with the report's findings and recommendations
- Adjusted Attachment Q Charges for the coming Rate Year

Annually in January of each Rate Year, SBWMA provides a report preparation timeline that is reviewed and approved by the Contractor. In accordance with the timeline (on or about before September 1 of each year), SBWMA staff will provide a draft of its report to Contractor and to each Member Agency for review and shall consider all comments received within ten (10) Business Days after the draft report is released. Agency will be responsible to include in its comments any special or intermittent Agency specific costs that should be included in Contractor's Revenue Requirement for the next year. SBWMA staff will submit the final report to the SBWMA Board of Directors for consideration at a regular or special meeting held at a date specified in the timeline (which may be on or before September 30).

Upon approval by the SBWMA Board, the report will be distributed to each Member Agency, in accordance with the timeline (on or before October 1).

12. Performance Incentives and Disincentives for Contractor's Performance

Contractor performance will be monitored against established and quantifiable standards in the areas of Diversion, Collection Performance, and Customer Service. Incentives have been designed to reward Contractor for outstanding levels of performance with regard to Diversion and Average Hold Time for Customer service calls. Disincentives (in the form of reduced compensation to Contractor) may be assessed for substandard performance related to: diversion level attained (i.e., Single-Family and Commercial sectors), Missed Pick-Up Collection Events, Average Hold Time, and Calls Answered in Ninety (90) Seconds.

The Performance Incentives and Disincentives are detailed in Attachment I. Payment related to Performance Incentives and Disincentives shall be included in Contractor's Application. Contractor's

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Compensation for the coming Rate Year will be increased or decreased by the net amount of Performance Incentive payments and Disincentive assessments calculated.

13. Rate Setting

Member Agencies shall review their Collection Rates, including Charges on Attachment Q for additional services, annually (or as frequently as they determine necessary) and adjust them in amount and with an effective date sufficient to achieve the Revenue Requirement projected for that year in the SBWMA report. The Revenue Requirement consists of: (i) the Agency's share of Contractor's Compensation; (ii) an adjustment to reflect a revenue shortfall or surplus for the most-recently completed Rate Year; (iii) Other Pass-Through Costs including, but not limited to, Franchise Fees and others fees and payments to SBWMA for processing and Disposal; and, (iv) Performance Incentive and Disincentive payments due, if any.

Annually, Agency shall adjust Contractor's Charges specified in Attachment Q for additional services for 100% in the Annual Index Change for the CPI-U.

ATTACHMENT M AGENCY'S FRANCHISE FEES AND OTHER FEES

FRANCHISE FEE

In consideration of the exclusive franchise granted to Contractor by this Agreement, and to reimburse Agency for costs incurred in administering this Agreement, Contractor shall pay to Agency an annual Franchise Fee of two and one-half percent (2.5%) of total Residential Customer's Contractor's Compensation Billed by Contractor and fifteen and one-half percent (15.5%) of total Commercial Customer's Contractor's Compensation.

LITTER ABATEMENT FEE

In consideration of the exclusive franchise granted to Contractor by this Agreement, and to reimburse Agency for costs incurred with litter abatement activities, Contractor shall pay to Agency an annual litter abatement fee of \$185,000 which equates to the amount paid in 2017.

SBWMA COLLECTION AGREEMENT

Attachment N: Form A & B

Contractor's Compensation

CONTRACTOR'S TOTAL COMPENSATION - DETAIL

TOTAL SBWMA

	Proposed Compensation - 2021	Single Family Dwelling	MFD & Commercial	Member Agency Facilities	Total Service Sectors
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	19,343,478	10,688,629	8,441,352	213,497	19,343,478
Benefits for CBAs	8,989,037	5,094,383	3,794,848	99,806	8,989,037
Payroll Taxes	1,609,377	889,294	702,320	17,763	1,609,377
Workers Compensation Insurance	1,378,158	761,530	601,419	15,210	1,378,158
Total Direct Labor Related-Costs	31,320,051	17,433,836	13,539,939	346,276	31,320,051
Direct Fuel Costs	2,091,532	1,217,685	846,740	27,107	2,091,532
Other Direct Costs	2,894,742	1,621,306	1,222,303	51,133	2,894,742
Depreciation					
- Collection Vehicles	3,056,022	1,784,658	1,163,316	108,048	3,056,022
- Containers	1,178,150	876,951	301,199	-	1,178,150
Total Depreciation	4,234,172	2,661,609	1,464,516	108,048	4,234,172
Allocated Indirect Costs					
General and Administrative Operations	9,456,605	5,487,883	3,718,016	250,706	9,456,605
Vehicle Maintenance	1,928,415	1,119,103	758,187	51,125	1,928,415
Container Maintenance	3,685,656	2,138,871	1,449,075	97,711	3,685,656
Container Maintenance	1,358,991	788,653	534,310	36,029	1,358,991
Total Allocated Indirect Costs	16,429,667	9,534,510	6,459,587	435,570	16,429,667
Total Allocated Indirect Depreciation Costs	117,650	68,238	45,884	3,528	117,650
Total Annual Cost of Operations	57,087,814	32,537,183	23,578,969	971,663	57,087,814
Profit	5,992,644	3,415,505	2,475,140	101,998	5,992,644
Operating Ratio	90.5%				
Total Operating Costs	63,080,458	35,952,688	26,054,109	1,073,660	63,080,458
Contractor Pass-Through Costs					
Interest Expense ¹	1,145,186	652,756	469,526	22,904	1,145,186
Total Contractor Pass-Through Costs	1,145,186	652,756	469,526	22,904	1,145,186
BASE CONTRACTOR'S COMPENSATION	64,225,644	36,605,444	26,523,635	1,096,564	64,225,644

¹ Interest expense excludes interest on bin container purchases.

SBWMA COLLECTION AGREEMENT

Attachment N: Form C

TOTAL CONTRACTOR'S COMPENSATION BY MEMBER AGENCY

Proposed Compensation 2021

BASE COLLECTION COSTS	2021 Proposed Total	2021 Costs												
		Adventist	Belmont	Burlingame	F Palo Alto	Foster City	Hillsborough	Mendoc Park	North Fair Oaks	Redwood City	San Carlos	San Mateo	West Bay	Wincoorp S.M. County
Annual Cost of Operations														
Direct Labor-Related Costs														
Wages for CMAs	\$13,303,678	\$946,898	\$1,236,332	\$1,933,687	\$791,391	\$1,344,833	\$621,206	\$1,599,079	\$611,282	\$3,438,223	\$1,690,035	\$4,301,143	\$323,999	\$724,693
Benefits for CMAs	\$8,989,097	\$212,423	\$284,374	\$913,674	\$263,939	\$156,670	\$293,343	\$993,307	\$266,646	\$1,690,319	\$792,366	\$2,020,469	\$132,370	\$342,302
Payroll Taxes	\$1,609,377	\$41,342	\$56,343	\$182,430	\$53,024	\$96,934	\$151,709	\$516,249	\$150,830	\$936,099	\$440,611	\$1,131,336	\$76,936	\$203,594
Workers Compensation Insurance	\$1,178,128	\$31,231	\$43,321	\$133,305	\$32,680	\$62,392	\$94,280	\$318,082	\$93,543	\$564,962	\$263,419	\$670,177	\$42,082	\$111,649
Total Direct Labor-Related Costs	\$15,258,280	\$1,052,294	\$1,319,370	\$2,142,396	\$877,934	\$1,596,829	\$1,065,618	\$3,196,917	\$1,064,360	\$6,659,603	\$3,186,421	\$8,125,635	\$515,467	\$1,383,141
Direct Fuel Costs	\$2,093,332	\$38,200	\$32,335	\$194,332	\$88,366	\$126,938	\$73,699	\$221,724	\$61,319	\$364,209	\$199,125	\$491,313	\$37,017	\$81,077
Other Direct Costs	\$2,894,702	\$77,717	\$183,886	\$273,712	\$121,838	\$175,274	\$88,312	\$304,014	\$89,342	\$111,702	\$262,830	\$628,800	\$49,716	\$108,791
Depreciation														
- Collection Vehicles	\$3,036,022	\$87,984	\$193,309	\$286,736	\$127,619	\$194,378	\$110,671	\$332,613	\$102,641	\$119,214	\$280,194	\$642,376	\$34,373	\$119,093
- Containers	\$1,178,130	\$26,671	\$37,090	\$102,432	\$52,630	\$73,880	\$37,043	\$113,697	\$36,566	\$69,708	\$161,767	\$218,630	\$22,672	\$51,400
Total Depreciation	\$4,214,152	\$114,655	\$230,399	\$389,168	\$180,249	\$268,258	\$147,714	\$446,310	\$139,207	\$188,922	\$441,961	\$861,006	\$57,045	\$170,493
Allocated Indirect Costs														
General and Administrative	\$9,456,695	\$147,373	\$390,446	\$891,820	\$463,831	\$595,320	\$221,124	\$983,912	\$279,339	\$1,763,027	\$898,991	\$2,329,565	\$189,891	\$336,136
Operations	\$1,928,415	\$57,092	\$122,098	\$188,494	\$78,367	\$119,592	\$78,780	\$219,877	\$101,209	\$330,481	\$173,843	\$468,578	\$34,487	\$76,090
Vehicle Maintenance	\$3,083,636	\$109,117	\$293,281	\$360,236	\$150,924	\$228,397	\$115,202	\$409,836	\$195,590	\$431,627	\$193,906	\$780,888	\$65,913	\$141,614
Container Maintenance	\$1,238,031	\$32,288	\$44,636	\$123,736	\$62,992	\$87,763	\$43,800	\$153,200	\$59,129	\$102,090	\$113,731	\$302,411	\$21,729	\$53,647
Total Allocated Indirect Costs	\$16,672,667	\$346,272	\$1,020,221	\$1,554,386	\$755,713	\$1,020,992	\$440,276	\$1,746,765	\$475,418	\$2,576,124	\$1,346,715	\$3,622,040	\$279,209	\$621,485
Total Allocated Indirect Depreciation Costs	\$117,630	\$3,466	\$7,409	\$11,736	\$4,931	\$7,246	\$4,301	\$12,848	\$1,323	\$20,229	\$10,754	\$24,930	\$2,094	\$4,308
Annual Implementation Cost Amortization	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$17,047,814	\$1,412,645	\$2,441,207	\$3,996,944	\$1,638,684	\$2,625,117	\$1,510,220	\$5,443,782	\$1,681,425	\$10,186,241	\$5,123,901	\$13,675,241	\$815,126	\$1,965,069
Profit	\$2,302,638	\$188,230	\$183,028	\$590,827	\$254,022	\$364,522	\$188,233	\$133,081	\$184,081	\$1,093,233	\$177,836	\$1,330,626	\$101,132	\$227,230
Operating Ratio	90.1%	90.5%	90.5%	90.2%	90.4%	90.4%	90.4%	90.3%	90.5%	90.5%	90.5%	90.5%	90.5%	90.5%
Total Operating Cost	\$15,080,418	\$1,562,061	\$2,624,179	\$4,177,818	\$2,479,021	\$3,817,075	\$2,394,788	\$5,485,792	\$1,965,906	\$11,093,008	\$5,046,265	\$12,344,615	\$713,994	\$1,737,839
Contractor Pass-Through Costs														
Interest Expense ¹	\$1,341,246	\$31,099	\$72,792	\$109,271	\$48,599	\$76,336	\$36,431	\$123,264	\$39,248	\$202,037	\$109,128	\$264,574	\$19,617	\$43,133
BASE CONTRACTOR'S COMPENSATION	\$16,421,664	\$1,593,160	\$2,696,971	\$4,287,089	\$2,527,620	\$3,893,411	\$2,431,219	\$5,609,056	\$2,005,154	\$11,295,045	\$5,155,393	\$12,609,189	\$733,611	\$1,780,972

¹ Interest expense includes interest on bin container purchases.

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021

B. Town of Atherton Allocated Costs - SFD

Statistics Used for Year 2021 Cost Allocation Only					Total
City # of accounts	2,346	2,344	2,327	483	2,346
SBWMA # of accounts	94,380	94,372	96,725	29,504	94,380
City # of accounts %	2.3%	2.3%	2.6%	1.6%	2.3%
City Total Route Labor hours year	1,438.26	1,738.85	2,673.28	213.59	6,064
SBWMA Total Route Labor hours year	46,232.55	42,856.20	39,114.12	13,643.24	141,248
City Total Route Labor hours year %	3.1%	4.2%	6.8%	1.6%	4.3%
City # of route hours/year	1,360.09	1,504.51	2,318.34	213.59	5,397
SBWMA # of route hours/year	42,847.89	38,380.04	34,949.16	13,643.24	129,221
City Total Route Labor hours year %	2.2%	3.9%	6.6%	1.6%	4.2%
City Total Containers in Service	2,546	2,623	6,427	483	12,079
SBWMA Total Containers in Service	96,806	96,284	99,541	29,504	321,535
City Total Containers in Service %	2.4%	2.7%	6.4%	1.6%	3.7%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (excluding TidyBugs™)	Pay On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for C/As	\$120,654	\$129,260	\$181,565	\$14,682	\$446,161
Benefits for C/As	\$55,741	\$62,477	\$87,699	\$7,897	\$213,814
Payroll Taxes	\$10,018	\$10,781	\$15,464	\$1,222	\$37,585
Workers Compensation Insurance	\$8,200	\$9,232	\$13,242	\$1,080	\$41,854
Total Direct Labor-Related Costs	\$194,613	\$211,750	\$297,970	\$24,881	\$719,214
Direct Fuel Costs	\$12,499	\$16,796	\$23,084	\$194	\$52,573
Other Direct Costs	\$17,113	\$21,391	\$30,752	\$1,100	\$70,356
Depreciation - Collection Vehicles	\$10,395	\$12,469	\$17,242	\$139	\$30,245
Depreciation - Containers	\$7,000	\$7,335	\$12,344	\$0	\$36,819
Depreciation for Collection Equipment	\$29,718	\$31,587	\$1,166	\$651	\$113,681
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (From F)					
General and Administrative	\$41,999	\$45,780	\$66,115	\$1,193	\$134,987
Operations	\$11,483	\$14,734	\$24,321	\$244	\$50,782
Vehicle Maintenance	\$21,346	\$28,100	\$46,483	\$466	\$96,395
Customer Maintenance	\$6,784	\$7,216	\$10,636	\$172	\$24,808
Total Allocated Indirect Costs excluding Depreciation and Interest	\$81,612	\$95,830	\$147,555	\$2,075	\$329,068
Total Allocated Indirect Depreciation Costs (From F)	\$491	\$992	\$1,309	\$15	\$1,817
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$328,415	\$375,846	\$547,525	\$29,286	\$1,280,072
Profit (Insert Operating Ratio below)	\$39,344	\$39,958	\$57,684	\$3,884	\$131,870
Total Proposed Costs before Pass-Through Cost Allocation	\$377,759	\$415,804	\$605,209	\$33,170	\$1,411,942
Contractor Pass-Through Costs					
Interest Expense	\$0,000	\$7,339	\$14,368	\$157	\$21,864
Total Contractor Pass-Through Costs	\$0,000	\$7,339	\$14,368	\$157	\$21,864
TOTAL BASE CONTRACTOR'S COMPENSATION	\$377,759	\$423,143	\$619,577	\$33,327	\$1,433,806

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Accounts	Accounts	Accounts	Accounts
2014	2,340	2,340	2,340	2,340
2015	2,347	2,347	2,347	2,347
2016	2,346	2,346	2,346	2,346
Rolling Three-Year Average	2,344	2,344	2,344	2,344

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. Town of Atherton Allocated Costs - SFD

Step 1: Index Based Adjustments				
PY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CY CPI-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CY CPI-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CY CPI-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CY CPI-U (2017 Listed as Example)	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Material	Organic Materials (including Food/Waste)	Tier On-Call Collection Trucks	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for Crews	\$129,654	\$129,780	\$141,865	\$14,182	\$415,781
Benefits for Crews	\$15,741	\$62,477	\$87,499	\$7,897	\$213,614
Payroll Taxes	\$10,218	\$10,781	\$15,464	\$1,222	\$37,505
Workers Compensation Insurance	\$1,250	\$1,232	\$1,242	\$1,080	\$5,204
Total Direct Labor-Related Costs	\$156,863	\$204,270	\$246,070	\$24,381	\$631,584
Direct Fuel Costs	\$12,494	\$16,796	\$21,064	\$14	\$50,368
Other Direct Costs	\$17,213	\$21,503	\$30,712	\$1,100	\$70,528
Depreciation - Collection Vehicles	\$16,300	\$12,469	\$17,242	\$11	\$46,022
Depreciation - Containers	\$7,660	\$7,335	\$21,344	\$0	\$36,339
Depreciation for Collection Equipment	\$26,435	\$30,054	\$58,586	\$19	\$115,094
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (From V)					
General and Administrative	\$41,998	\$45,780	\$46,135	\$1,193	\$135,106
Operations	\$11,485	\$14,714	\$24,321	\$211	\$50,731
Vehicle Maintenance	\$21,946	\$28,100	\$46,493	\$86	\$97,625
Container Maintenance	\$6,764	\$7,216	\$16,606	\$172	\$30,758
Total Allocated Indirect Costs excluding Depreciation and Interest	\$82,253	\$95,810	\$133,555	\$1,400	\$313,018
Total Allocated Indirect Depreciation Costs (From V)	\$40	\$42	\$1,509	\$15	\$3,106
Annual Implementation Cost Attribution (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$264,415	\$276,846	\$349,515	\$29,286	\$920,162
Profit (Insert Operating Ratio below)	\$26,214	\$39,058	\$57,684	\$3,884	\$126,840
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$277,729	\$316,404	\$407,199	\$32,464	\$1,047,002
Contractor Pass-Through Costs					
Interest Expense	\$1,488	\$7,339	\$14,304	\$177	\$23,308
Total Contractor Pass-Through Costs	\$1,488	\$7,339	\$14,304	\$177	\$23,308
TOTAL BASE CONTRACTOR'S COMPENSATION	\$279,217	\$323,743	\$421,503	\$32,641	\$1,070,310

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

B. Town of Atherton Allocated Costs - SFD

Step 2: Service Level Adjustments			
	Accounts	Accounts	Accounts
2014	2,340	2,340	2,340
2015	2,347	2,347	2,347
2016	2,346	2,346	2,346
Prior Year Rolling Three-Year Average	2,344	2,344	2,344
2014	2,340	2,340	2,340
2015	2,347	2,347	2,347
2016	2,346	2,346	2,346
Current Year Rolling Three-Year Average	2,344	2,344	2,344
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%
85% Service Level Adjustment Factor	100.0%	100.0%	100.0%

Single Family Dwelling	Total Waste	Targeted Recyclable Materials	Organic Materials (Including Holiday Trees)	Two-In-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CDAs	\$120,654	\$125,280	\$185,863	\$14,682	\$446,479
Benefits for CDAs	\$10,740	\$62,477	\$87,699	\$7,897	\$228,813
Payroll Taxes	\$10,038	\$10,781	\$15,864	\$1,232	\$37,915
Workers Compensation Insurance	\$5,790	\$5,232	\$11,242	\$1,030	\$33,394
Total Direct Labor-Related Costs	\$142,222	\$203,770	\$300,668	\$24,841	\$771,503
Direct Fuel Costs	\$11,994	\$14,396	\$23,864	\$694	\$50,748
Other Direct Costs	\$17,113	\$21,393	\$30,752	\$1,110	\$70,368
Depreciation - Collection Vehicles	\$19,205	\$22,469	\$37,242	\$659	\$79,575
Depreciation - Containers	\$7,660	\$7,535	\$21,344	\$0	\$36,539
Depreciation for Collection Equipment	\$20,497	\$30,004	\$36,966	\$659	\$118,126
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)					
General and Administrative	\$43,900	\$45,781	\$46,215	\$1,193	\$136,889
Operations	\$11,483	\$16,734	\$24,321	\$264	\$52,792
Vehicle Maintenance	\$21,940	\$28,190	\$46,483	\$466	\$97,079
Container Maintenance	\$6,796	\$7,216	\$16,636	\$172	\$30,790
Total Allocated Indirect Costs including Depreciation and Interest	\$83,119	\$97,921	\$133,655	\$2,095	\$317,691
Total Allocated Indirect Depreciation Costs (Form 9)	\$65	\$892	\$1,309	\$15	\$3,061
Annual Implementation Cost Apportionment (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$336,419	\$376,846	\$549,515	\$29,389	\$1,292,158
Profit (insert Operating Ratio below)	\$38,214	\$39,558	\$37,684	\$3,884	\$119,340
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$374,205	\$416,404	\$587,199	\$33,273	\$1,411,598
Contractor Pass-Through Costs					
Interest Expense	\$6,488	\$7,235	\$14,368	\$157	\$28,248
Total Contractor Pass-Through Costs	\$6,488	\$7,235	\$14,368	\$157	\$28,248
TOTAL BASE CONTRACTOR'S COMPENSATION	\$379,693	\$423,639	\$601,567	\$33,430	\$1,439,846

SRWMA COLLECTION AGREEMENT

Proposed Compensation

2021

B. Town of Atherton Allocated Costs - MFD & Commercial

	Statistics Used for Year 2021 Cost Allocation Only					Total
	City # of Accounts	SRWMA # Accounts	City # of Accounts %	City Total Route Labor hours/year	SRWMA Total Route Labor hours/year	
City # of Accounts	11	13	0	0	483	32
SRWMA # Accounts	10,332	10,210	1,712	195	29,384	22,449
City # of Accounts %	0.1%	0.1%	0.3%	0.0%	1.6%	0.1%
City Total Route Labor hours/year	187.94	102.67	102.07	0.00	213.50	393
SRWMA Total Route Labor hours/year	47,671.85	27,111.92	6,356.65	6,167.11	13,045.24	87,508
City Total Route Labor hours/year %	0.4%	0.4%	1.6%	0.0%	1.6%	0.4%
City # of route hours/year	139.72	98.61	98.59	0.00	213.50	337
SRWMA # of route hours/year	31,307.08	25,241.12	6,046.96	6,167.11	13,045.24	68,761
City # of route hours/year %	0.4%	0.4%	1.6%	0.0%	1.6%	0.3%
City Total Containers in Service	14	43	9	0	483	64
SRWMA Total Containers in Service	17,238	19,793	2,659	333	29,384	19,351
City Total Containers in Service %	0.1%	0.2%	0.4%	0.0%	1.6%	0.2%

MFD & Commercial	Cost and the Solid Waste	Cost and the Recyclable Materials	Cost and the Organic Materials (including Holiday Toner)	Total Drop Box Services (All Materials)	Two On Call Collection Trucks	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CMAs	\$19,959	\$7,654	\$11,277	\$0	\$2,367	\$41,249
Benefits for CMAs	\$9,514	\$3,428	\$3,549	\$0	\$0,104	\$17,655
Pension Taxes	\$1,600	\$637	\$938	\$0	\$197	\$3,432
Workers Compensation Insurance	\$1,622	\$265	\$813	\$0	\$182	\$2,922
Total Direct Labor-Related Costs	\$32,745	\$12,264	\$19,677	\$0	\$3,850	\$68,576
Direct Fuel Costs	\$2,164	\$798	\$1,540	\$0	\$217	\$4,769
Other Direct Costs	\$2,478	\$1,283	\$1,868	\$0	\$314	\$6,003
Depreciation - Collection Vehicles	\$2,067	\$1,178	\$2,748	\$0	\$245	\$6,879
Depreciation - Containers	\$19	\$199	\$374	\$0	\$0	\$732
Depreciation for Collection Equipment	\$1,764	\$1,897	\$3,222	\$0	\$166	\$7,119
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (excluding Depreciation and Interest) (Form 9)						
General and Administrative	\$1,992	\$1,204	\$3,484	\$0	\$491	\$8,245
Operations	\$816	\$793	\$3,802	\$0	\$100	\$5,612
Vehicle Maintenance	\$1,617	\$1,516	\$7,438	\$0	\$191	\$10,862
Container Maintenance	\$112	\$512	\$312	\$0	\$51	\$1,027
Total Allocated Indirect Costs (excluding Depreciation and Interest)	\$3,617	\$3,889	\$17,342	\$0	\$843	\$25,929
Total Allocated Indirect Depreciation Costs (Form 9)	\$14	\$49	\$203	\$0	\$0	\$312
Annual Implementation Cost Allocation (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$44,314	\$19,682	\$40,892	\$0	\$5,673	\$108,559
Profit (insert Operating Ratio below)	\$4,036.73	\$2,866	\$4,291	\$0	\$596	\$11,884
Total Proposed Costs before Pass-Through Cost Allocation	\$48,351	\$22,548	\$45,175	\$0	\$6,269	\$120,443
Contractor Pass-Through Costs						
Interest Expense	\$886	\$448	\$1,061	\$0	\$16	\$2,411
Total Contractor Pass-Through Costs	\$886	\$448	\$1,061	\$0	\$16	\$4,037
TOTAL BASE CONTRACTOR'S COMPENSATION	\$49,237	\$23,000	\$46,236	\$0	\$6,285	\$124,480

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lefts	Lefts	Lefts	Reels	
2014	1,550	2,964	728	0	
2015	1,560	3,068	1,040	0	
2016	1,456	3,120	1,248	0	
Rolling Three-Year Average	1,522	3,051	1,005	-	

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021
D. Town of Atherton Allocated Costs - MFD & Commercial

Step 1: Index Based Adjustments					
PY CPI-W-Wages (2017 Listed as Example)	264.17%	264.17%	264.17%	264.17%	264.17%
CY CPI-W-Wages (2017 Listed as Example)	264.17%	264.17%	264.17%	264.17%	264.17%
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.81%	477.81%	477.81%	477.81%	477.81%
CY CPI-W-Medical (2017 Listed as Example)	477.81%	477.81%	477.81%	477.81%	477.81%
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.25%	209.25%	209.25%	209.25%	209.25%
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.25%	209.25%	209.25%	209.25%	209.25%
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.98%	269.98%	269.98%	269.98%	269.98%
CY CPI-U (2017 Listed as Example)	269.98%	269.98%	269.98%	269.98%	269.98%
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cart and Bin Solid Waste	Cart and Bin Recyclable Materials	Cart and Bin Organic Materials (including Holiday Tons)	Total Drop Box Services (All Materials)	Two-On-Call Collection Events	MFD & Commercial Total
	K	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CMAs	\$19,910	\$7,654	\$11,277	\$0	\$2,367	\$41,208
Benefits for CMAs	\$9,514	\$1,428	\$3,549	\$0	\$1,364	\$17,855
Payroll Taxes	\$1,600	\$637	\$918	\$0	\$197	\$3,352
Workers Compensation Insurance	\$1,622	\$302	\$802	\$0	\$102	\$2,826
Total Direct Labor-Related Costs	\$32,646	\$12,264	\$16,367	\$0	\$5,030	\$66,277
Direct Fuel Costs	\$2,164	\$798	\$1,540	\$0	\$257	\$4,769
Other Direct Costs	\$1,478	\$1,289	\$1,808	\$0	\$154	\$4,629
Depreciation - Collection Vehicles	\$2,367	\$1,319	\$2,718	\$0	\$241	\$6,645
Depreciation - Containers	\$98	\$199	\$374	\$0	\$61	\$772
Depreciation for Collection Equipment	\$2,565	\$1,197	\$3,122	\$0	\$366	\$7,250
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (excluding Depreciation and Interest (From V))						
General and Administrative	\$1,092	\$1,268	\$1,888	\$0	\$491	\$4,739
Operations	\$856	\$793	\$3,962	\$0	\$180	\$5,891
Vehicle Maintenance	\$1,617	\$1,516	\$7,818	\$0	\$191	\$11,142
Container Maintenance	\$119	\$312	\$717	\$0	\$71	\$1,219
Total Allocated Indirect Costs (excluding Depreciation and Interest)	\$3,685	\$3,889	\$17,385	\$0	\$833	\$25,802
Total Allocated Indirect Depreciation Costs (From V)	\$4	\$49	\$205	\$0	\$6	\$164
Annual Implementation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$44,314	\$19,682	\$48,662	\$0	\$5,672	\$118,358
Profit (Insert Operating Ratio below)	\$4,631	\$2,866	\$4,292	\$0	\$996	\$12,885
	90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$48,945	\$22,548	\$52,954	\$0	\$6,668	\$131,115
Contractor Pass-Through Costs						
Interest Expense	\$886	\$448	\$1,091	\$0	\$98	\$2,523
Total Contractor Pass-Through Costs	\$886	\$448	\$1,091	\$0	\$98	\$2,523
TOTAL BASE CONTRACTOR'S COMPENSATION	\$49,831	\$23,000	\$54,045	\$0	\$6,766	\$133,638

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021
D. Town of Atherton Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments						
	Lifts	Lifts	Lifts	Hoists		
2014	1,560	2,564	728		0	
2015	1,560	3,068	1,040		0	
2016	1,454	3,120	1,348		0	
Prior Year Rolling Three-Year Average	1,525	3,051	1,005		-	
2014	1,560	2,564	728		0	
2015	1,560	3,068	1,040		0	
2016	1,454	3,120	1,348		0	
Current Year Rolling Three-Year Average	1,525	3,051	1,005		-	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%		1	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%		1	1

MFD & Commercial	Cost and Dis. Solid Waste	Cost and Dis. Recyclable Materials	Cost and Dis. Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two-Use Call Collection System	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CBAs	\$19,950	\$7,604	\$11,277	\$0	\$2,367	\$41,204
Benefits for CBAs	\$9,514	\$3,429	\$5,349	\$0	\$1,144	\$17,655
Pension Taxes	\$1,600	\$607	\$908	\$0	\$197	\$3,432
Workers Compensation Insurance	\$1,422	\$523	\$803	\$0	\$182	\$3,022
Total Direct Labor Related Costs	\$32,546	\$12,244	\$18,567	\$0	\$3,890	\$67,257
Direct Fuel Costs	\$2,164	\$798	\$1,340	\$0	\$277	\$4,700
Other Direct Costs	\$2,978	\$1,281	\$1,808	\$0	\$154	\$6,080
Depreciation - Collection Vehicles	\$2,667	\$1,198	\$2,548	\$0	\$243	\$6,690
Depreciation - Containers	\$108	\$199	\$174	\$0	\$61	\$572
Depreciation for Collection Equipment	\$2,765	\$2,357	\$3,122	\$0	\$296	\$7,591
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (excluding Depreciation and Interest (From H))						
Contract and Administration	\$1,002	\$1,208	\$1,484	\$0	\$491	\$4,195
Operations	\$834	\$793	\$3,992	\$0	\$160	\$5,652
Vehicle Maintenance	\$1,637	\$1,316	\$7,408	\$0	\$191	\$10,602
Container Maintenance	\$119	\$112	\$797	\$0	\$79	\$1,230
Total Allocated Indirect Costs (excluding Depreciation and Interest)	\$3,605	\$3,889	\$17,582	\$0	\$861	\$21,929
Total Allocated Indirect Depreciation Costs (From H)	\$34	\$49	\$203	\$0	\$6	\$192
Annual Implementation Cost Allocations (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$46,314	\$19,682	\$48,983	\$0	\$8,673	\$116,653
Profit (insert Operating Ratio below)	\$4,631	\$2,864	\$4,297	\$0	\$796	\$12,584
90.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$48,745	\$21,749	\$48,178	\$0	\$9,269	\$121,907
Contractor Pass-Through Costs						
Interest Expense	\$886	\$449	\$1,001	\$0	\$18	\$2,414
Total Contractor Pass-Through Costs	\$886	\$449	\$1,001	\$0	\$18	\$2,434
TOTAL BASE CONTRACTOR'S COMPENSATION	\$49,631	\$22,197	\$49,179	\$0	\$9,287	\$124,341

SBWMA COLLECTION AGREEMENT

Proposed Compensation

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B. Town of Atherton Allocated Costs - Agency Facilities

	Statistics Used for Year 2021 Cost Allocation Only				Totals
	2014	2015	2016	2017	
City # of Lifts per year	858	790	956	2,346	2,184.00
SBWMA # Lifts per year (Accounts for Volumes/Events)	242,307	16,744	65,029	94,580	
City # of Lifts per year %	0.4%	2.3%	7.4%	2.9%	
City Total Route Labor hours year	46.23	2.13	17.44	48.23	114.07
SBWMA Total Route Labor hours year	4,706.29	236.69	993.06	5,935.45	65.62
City Total Route Labor hours year %	7.8%	0.9%	2.8%	7.9%	
City # of route hours/year	31.16	2.13	16.83	50.12	50.14
SBWMA # of route hours/year	2,999.51	224.16	999.17	4,222.84	42.23
City # of route hours/year %	7.2%	7.8%	7.8%	7.9%	
City # of Containers	13	7	18	2,546	38.00
SBWMA # of Containers	842	156	528	96,806	
City # of Containers %	7.2%	2.7%	7.4%	2.6%	
	41%	2%	15%	42%	

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Volumes and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CHAs	\$942	\$14	\$153	\$943	\$143	\$2,405
Benefits for CHAs	\$460	\$20	\$166	\$460	\$68	\$1,154
Payroll Taxes	\$78	\$4	\$30	\$92	\$12	\$205
Workers Compensation Insurance	\$67	\$3	\$22	\$72	\$10	\$125
Total Direct Labor-Related Costs	\$1,547	\$71	\$313	\$1,794	\$233	\$4,004
Direct Fuel Costs	\$195	\$6	\$10	\$141	\$18	\$370
Other Direct Costs	\$253	\$12	\$96	\$269	\$35	\$661
Depreciation - Collection Vehicles	\$753	\$23	\$202	\$558	\$60	\$1,596
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$155	\$25	\$202	\$558	\$60	\$1,980
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)						
General and Administrative (using lifts for Agency Costs)	\$946	\$39	\$119	\$883	\$134	\$2,442
Operations	\$234	\$12	\$96	\$265	\$32	\$639
Vehicle Maintenance	\$446	\$23	\$183	\$507	\$62	\$1,220
Container Maintenance (using lifts for Agency Costs)	\$122	\$6	\$46	\$127	\$16	\$311
Total Allocated Indirect Costs excluding Depreciation and Interest	\$1,748	\$79	\$444	\$1,763	\$242	\$4,712
Total Allocated Indirect Depreciation Costs (Form 9)	\$17	\$1	\$7	\$14	\$2	\$43
Annual Implementation Cost Allocation (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$4,678	\$294	\$1,976	\$4,348	\$648	\$11,256
Profit (insert Operating Ratio below)	\$429	\$28	\$165	\$458	\$69	\$1,271
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$4,614	\$266	\$1,741	\$4,018	\$577	\$10,227
Contractor Pass-Through Costs						
Interest Expense	\$113	\$5	\$43	\$118	\$15	\$292
Total Contractor Pass-Through Costs	\$113	\$5	\$43	\$118	\$15	\$292
TOTAL BASE CONTRACTOR'S COMPENSATION	\$4,727	\$271	\$1,784	\$4,136	\$592	\$10,519

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Heads	
2014	728	312	780	41	
2015	832	364	780	33	
2016	858	390	956	48	
Rolling Three-Year Average	806	368	812	45	

SBWMA COLLECTION AGREEMENT

Proposed Compensation

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D. Town of Atherton Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PY CPS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CPS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CPS-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CY CPS-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CPS-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CPS-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CPS-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CY CPS-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CPS-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venue and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CSAs	\$142	\$44	\$155	\$163	\$145	\$2,409
Benefits for CSAs	\$440	\$20	\$166	\$460	\$68	\$1,154
Payroll Taxes	\$78	\$4	\$30	\$42	\$12	\$205
Workers Compensation Insurance	\$67	\$2	\$22	\$26	\$22	\$176
Total Direct Labor-Related Costs	\$1,127	\$70	\$193	\$1,311	\$247	\$4,954
Direct Fuel Costs	\$155	\$0	\$0	\$141	\$18	\$312
Other Direct Costs	\$215	\$12	\$36	\$266	\$33	\$662
Depreciation - Collection Vehicles	\$515	\$20	\$200	\$598	\$60	\$1,393
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$515	\$25	\$202	\$558	\$60	\$1,360
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 9)						
General and Administrative (using 10% for Agency Costs)	\$846	\$39	\$109	\$893	\$334	\$2,402
Operations	\$254	\$12	\$36	\$262	\$52	\$609
Vehicle Maintenance	\$486	\$23	\$183	\$507	\$62	\$1,260
Container Maintenance (using 10% for Agency Costs)	\$122	\$0	\$46	\$127	\$51	\$311
Total Allocated Indirect Costs including Depreciation and Interest	\$1,708	\$74	\$644	\$1,786	\$499	\$4,712
Total Allocated Indirect Depreciation Costs (From 9)	\$17	\$1	\$7	\$18	\$2	\$45
Annual Implementation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$4,178	\$194	\$2,276	\$4,368	\$848	\$12,156
Profit (insert Operating Ratio below)	\$439	\$28	\$165	\$458	\$89	\$1,171
	90.5%					
Total Operating Costs before Pass-Through Cost Allocation	\$4,617	\$222	\$2,441	\$4,826	\$937	\$13,327
Contractor Pass-Through Costs						
Interest Expense	\$113	\$0	\$0	\$118	\$15	\$228
Total Contractor Pass-Through Costs	\$113	\$0	\$0	\$118	\$15	\$228
TOTAL BASE CONTRACTOR'S COMPENSATION	\$4,730	\$222	\$2,441	\$4,944	\$952	\$13,555

SBWMA COLLECTION AGREEMENT

Proposed Compensation

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D. Town of Atherton Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments								
	2014	2015	2016	Prior Year Rolling Three-Year Average	2014	2015	2016	Current Year Rolling Three-Year Average
Lifts	726	832	858	806	Lifts	312	364	355
Hoists	41	53	40	45	Lifts	780	780	780
					Hoists	936	936	936
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
85% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Venue and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBA's	\$942	\$44	\$355	\$981	\$143	\$2,465
Benefits for CBA's	\$440	\$20	\$166	\$626	\$88	\$1,334
Payroll Taxes	\$78	\$4	\$30	\$112	\$17	\$265
Workers Compensation Insurance	\$12	\$1	\$22	\$35	\$5	\$75
Total Direct Labor-Related Costs	\$1,528	\$71	\$576	\$1,704	\$253	\$4,004
Direct Fuel Costs	\$151	\$0	\$32	\$141	\$18	\$302
Other Direct Costs	\$251	\$13	\$96	\$266	\$35	\$661
Depreciation - Collection Vehicles	\$183	\$21	\$202	\$406	\$60	\$1,386
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$151	\$23	\$102	\$176	\$60	\$1,386
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form V)						
General and Administrative (using 10% for Agency Costs)	\$946	\$29	\$119	\$984	\$134	\$2,442
Operations	\$254	\$12	\$96	\$362	\$52	\$699
Vehicle Maintenance	\$486	\$23	\$103	\$612	\$82	\$1,299
Container Maintenance (using 10% for Agency Costs)	\$122	\$6	\$46	\$174	\$23	\$351
Total Allocated Indirect Costs including Depreciation and Interest	\$1,708	\$71	\$644	\$1,783	\$249	\$4,713
Total Allocated Indirect Depreciation Costs (Form V)	\$17	\$0	\$7	\$14	\$2	\$40
Annual Implementation Cost Allocation (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$4,378	\$194	\$1,576	\$4,348	\$848	\$11,156
Profit (insert Operating Ratio below)	\$439	\$28	\$165	\$438	\$89	\$1,179
	9.5%					
Total Operating Costs before Pass-Through Cost Allocation	\$4,817	\$222	\$1,741	\$4,786	\$937	\$12,327
Contractor Pass-Through Costs						
Interest Expense	\$113	\$5	\$45	\$113	\$13	\$290
Total Contractor Pass-Through Costs	\$113	\$5	\$45	\$113	\$13	\$290
TOTAL BASE CONTRACTOR'S COMPENSATION	\$4,930	\$227	\$1,786	\$4,900	\$950	\$12,617

BWMA COLLECTION AGREEMENT Proposed Compensation 2021

1. City of Belmont Allocated Costs - SFD

Statistics Used for Year 2021 Cost Allocation Only					Total
City # of accounts	6,765	6,760	6,548	2,092	6,765
BWMA # of accounts	94,580	94,372	90,725	29,504	94,580
City # of accounts %	7.2%	7.2%	7.2%	7.1%	7.2%
City Total Route Labor hours year	2,539.79	2,617.44	2,510.23	925.16	8,993
BWMA Total Route Labor hours year	46,232.35	47,856.20	39,114.82	13,045.24	141,248
City Total Route Labor hours year %	6.4%	6.4%	6.4%	7.1%	6.4%
City # of route hours/year	2,670.48	2,379.36	2,185.08	925.16	8,160
BWMA # of route hours/year	42,847.89	38,380.04	34,949.16	13,045.24	129,227
City Total Route Labor hours year %	6.2%	6.2%	6.2%	7.1%	6.2%
City Total Containers in Service	6,793	6,802	6,774	2,092	22,461
BWMA Total Containers in Service	96,806	96,284	95,541	29,504	322,535
City Total Containers in Service %	7.0%	7.1%	6.8%	7.1%	7.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (Including Holiday Trees)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CMs	\$246,613	\$193,952	\$178,528	\$63,622	\$679,815
Benefits for CMs	\$115,585	\$94,045	\$82,162	\$34,220	\$326,362
Peyroll Taxes	\$20,518	\$16,228	\$14,521	\$5,293	\$56,560
Workers Compensation Insurance	\$17,571	\$13,857	\$12,635	\$4,531	\$48,435
Total Direct Labor-Related Costs	\$399,687	\$318,082	\$287,846	\$107,666	\$1,113,281
Direct Fuel Costs	\$25,512	\$21,930	\$25,759	\$3,086	\$76,287
Other Direct Costs	\$31,308	\$34,049	\$28,986	\$4,808	\$101,151
Depreciation - Collection Vehicles	\$30,278	\$33,559	\$35,269	\$2,771	\$101,877
Depreciation - Containers	\$10,030	\$10,490	\$12,496	\$0	\$33,016
Depreciation for Collection Equipment	\$50,900	\$35,000	\$57,600	\$2,771	\$146,271
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form Y)					
General and Administrative	\$126,873	\$132,929	\$129,764	\$5,175	\$394,841
Operations	\$23,544	\$23,302	\$22,924	\$1,096	\$70,866
Vehicle Maintenance	\$43,086	\$44,538	\$49,883	\$2,007	\$139,514
Container Maintenance	\$17,887	\$18,712	\$17,513	\$714	\$54,826
Total Allocated Indirect Costs excluding Depreciation and Interest	\$209,390	\$219,481	\$219,084	\$8,992	\$662,663
Total Allocated Indirect Depreciation Costs (Form Y)	\$1,561	\$1,490	\$1,422	\$0	\$4,273
Annual Implementation Cost Allocation (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$726,415	\$668,065	\$607,406	\$127,318	\$2,139,027
Profit (insert Operating Ratio below)	90.5%	90.5%	90.5%	90.5%	90.5%
Total Proposed Costs before Pass-Through Cost Allocation	\$657,669	\$603,855	\$546,647	\$114,674	\$1,927,968
Contractor Pass-Through Costs					
Interest Expense	\$13,938	\$13,507	\$14,126	\$680	\$42,251
Total Contractor Pass-Through Costs	\$13,938	\$13,507	\$14,126	\$680	\$42,251
TOTAL BASE CONTRACTOR'S COMPENSATION	\$671,607	\$617,362	\$560,773	\$125,354	\$1,970,219

Service Level Statistics Used for Future Service Level Cost Adjustments			
	Accounts	Accounts	Accounts
2014	6,759	6,759	6,759
2015	6,789	6,789	6,789
2016	6,765	6,765	6,765
Rolling Three-Year Average	6,771	6,771	6,771

BWMA COLLECTION AGREEMENT

Proposed Compensation

2021

City of Belmont Allocated Costs - SED

Step 1: Index Based Adjustments				
PY CPI-W-Wages (2017 Listed as Example)	264.17%	264.17%	264.17%	264.17%
CY CPI-W-Wages (2017 Listed as Example)	264.17%	264.17%	264.17%	264.17%
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-W-Medical (2017 Listed as Example)	477.81%	477.81%	477.81%	477.81%
CY CPI-W-Medical (2017 Listed as Example)	477.81%	477.81%	477.81%	477.81%
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U-Motor Fuel (2017 Listed as Example)	209.25%	209.25%	209.25%	209.25%
CY CPI-U-Motor Fuel (2017 Listed as Example)	209.25%	209.25%	209.25%	209.25%
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
PY CPI-U (2017 Listed as Example)	269.98%	269.98%	269.98%	269.98%
CY CPI-U (2017 Listed as Example)	269.98%	269.98%	269.98%	269.98%
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Full Work	Targeted Recyclable Materials	Organic Materials (Including Holiday Trees)	Two-On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CSAs	\$246,613	\$193,952	\$176,528	\$63,622	\$679,818
Benefits for CSAs	\$113,393	\$90,647	\$82,362	\$34,229	\$324,362
Payroll Taxes	\$29,519	\$16,228	\$14,521	\$5,299	\$59,368
Workers Compensation Insurance	\$17,231	\$13,807	\$12,453	\$6,312	\$48,453
Total Direct Labor-Related Costs	\$396,819	\$314,222	\$285,443	\$107,668	\$1,109,173
Direct Fuel Costs	\$21,512	\$25,596	\$21,739	\$1,066	\$70,166
Other Direct Costs	\$18,798	\$14,149	\$26,986	\$4,808	\$100,541
Depreciation - Collection Vehicles	\$16,878	\$15,333	\$33,300	\$2,771	\$111,887
Depreciation - Containers	\$16,878	\$19,240	\$22,496	\$0	\$60,874
Depreciation for Collection Equipment	\$5,042	\$5,576	\$17,690	\$2,037	\$172,361
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administration	\$126,873	\$132,029	\$129,764	\$5,175	\$393,842
Operations	\$22,544	\$23,302	\$22,354	\$1,656	\$69,825
Vehicle Maintenance	\$43,086	\$44,335	\$43,813	\$2,017	\$173,492
Container Maintenance	\$17,887	\$18,712	\$17,515	\$764	\$18,850
Total Allocated Indirect Costs excluding Depreciation and Interest	\$210,390	\$218,379	\$213,446	\$9,552	\$655,979
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,761	\$1,410	\$1,422	\$0	\$4,218
Annual Implementation Cost Allocation (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$726,419	\$654,265	\$497,499	\$127,199	\$2,115,497
Profit (insert Operating Ratio below)	\$76,254	\$68,698	\$63,763	\$13,364	\$212,869
	90.5%				
Total Proposed Costs before Pass-Through Cost Allocation	\$802,673	\$722,963	\$561,262	\$140,563	\$2,328,366
Contractor Pass-Through Costs					
Interest Expense	\$11,918	\$15,507	\$14,326	\$680	\$41,271
Total Contractor Pass-Through Costs	\$11,918	\$15,507	\$14,326	\$680	\$41,271
TOTAL BASE CONTRACTOR'S COMPENSATION	\$814,591	\$738,470	\$575,588	\$141,243	\$2,369,637

BWMA COLLECTION AGREEMENT

Proposed Compensation

2021

1. City of Belmont Allocated Costs - SED

Step 2: Service Level Adjustments			
	Accounts	Accounts	Accounts
2014	6,759	6,759	6,759
2015	6,789	6,789	6,789
2016	6,765	6,765	6,765
Prior Year Rolling Three-Year Average	6,771	6,771	6,771
	Accounts	Accounts	Accounts
2014	6,759	6,759	6,759
2015	6,789	6,789	6,789
2016	6,765	6,765	6,765
Current Year Rolling Three-Year Average	6,771	6,771	6,771
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%
85% Service Level Adjustment Factor	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (Including Holiday Trees)	Tier One Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CMAs	\$246,615	\$195,162	\$174,328	\$63,622	\$679,814
Benefits for CMAs	\$113,919	\$89,685	\$82,362	\$34,220	\$324,362
Payroll Taxes	\$26,558	\$19,228	\$14,333	\$5,293	\$56,361
Workers Compensation Insurance	\$12,271	\$12,807	\$12,434	\$4,333	\$40,635
Total Direct Labor-Related Costs	\$399,374	\$316,222	\$283,641	\$107,668	\$1,107,175
Direct Fuel Costs	\$23,312	\$23,936	\$21,714	\$3,068	\$76,188
Other Direct Costs	\$51,598	\$34,649	\$28,986	\$4,809	\$121,541
Depreciation - Collection Vehicles	\$39,075	\$33,335	\$35,393	\$2,771	\$111,467
Depreciation - Containers	\$18,838	\$19,589	\$22,896	\$0	\$62,874
Depreciation for Collection Equipment	\$56,936	\$35,675	\$37,690	\$2,731	\$132,561
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form 9)					
General and Administrative	\$126,873	\$132,029	\$124,784	\$5,175	\$391,342
Operations	\$23,544	\$23,302	\$22,504	\$1,056	\$69,925
Vehicle Maintenance	\$43,986	\$44,535	\$43,813	\$2,617	\$151,412
Container Maintenance	\$17,687	\$18,712	\$17,313	\$784	\$54,832
Total Allocated Indirect Costs excluding Depreciation and Interest	\$210,379	\$218,579	\$214,614	\$8,992	\$651,975
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,361	\$1,430	\$1,432	\$0	\$4,299
Annual Implementation Cost Allocations (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$726,419	\$654,365	\$607,484	\$127,258	\$2,115,497
Profit (insert Operating Ratio below)	\$76,284	\$88,698	\$83,763	\$13,264	\$321,869
90.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$802,703	\$743,063	\$691,247	\$140,522	\$2,437,366
Contractor Pass-Through Costs					
Interest Expense	\$11,958	\$13,507	\$14,326	\$680	\$42,271
Total Contractor Pass-Through Costs	\$11,958	\$13,507	\$14,326	\$680	\$42,271
TOTAL BASE CONTRACTOR'S COMPENSATION	\$814,661	\$756,570	\$705,573	\$141,202	\$2,479,637

SRWMA COLLECTION AGREEMENT Proposed Compensation 2021

B. City of Belmont Allocated Costs - MFD & Commercial

Statistics Used for Year 2021 Cost Allocation Only	2021					Total
	2014	2015	2016	2017	2018	
City # of Accounts	441	454	86	8	2,092	989
SRWMA # Accounts	10,332	10,219	1,712	195	29,504	22,449
City # of Accounts %	4.3%	4.4%	3.0%	0.3%	7.1%	4.4%
City Total Route Labor hours year	3,048.77	2,204.65	428.63	267.13	923.36	5,949
SRWMA Total Route Labor hours year	47,871.85	37,111.92	6,356.65	6,167.11	13,045.24	87,508
City Total Route Labor hours year %	6.4%	6.0%	6.7%	4.3%	7.1%	6.8%
City # of route hours/year	1,838.44	2,126.44	401.91	267.13	923.36	4,634
SRWMA # of route hours/year	31,307.08	25,241.12	6,046.06	6,167.11	13,045.24	48,761
City # of route hours/year %	3.9%	8.4%	6.6%	4.3%	7.1%	6.7%
City Total Containers in Service	381	1,081	132	8	2,092	2,001
SRWMA Total Containers in Service	17,218	19,703	2,859	333	29,384	39,353
City Total Containers in Service %	2.2%	5.5%	4.6%	0.3%	7.1%	5.1%

MFD & Commercial	Cur and Res Solid Waste	Cur and Res Recyclable Materials	Cur and Res Organic Materials (Including Holiday Trees)	Total Drop Box Services (All Materials)	Free On-Call Collection Events	MFD & Commercial Total
	\$	\$	\$	\$	\$	\$
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CBAs	\$123,630	\$164,305	\$47,555	\$21,271	\$10,219	\$366,970
Benefits for CBAs	\$134,312	\$173,046	\$44,904	\$17,341	\$8,044	\$477,647
Payroll Taxes	\$26,929	\$33,670	\$9,940	\$4,770	\$229	\$75,538
Workers Compensation Insurance	\$25,000	\$31,206	\$8,374	\$3,313	\$161	\$68,054
Total Direct Labor Related Costs	\$310,871	\$402,227	\$110,773	\$46,695	\$23,643	\$894,413
Direct Fuel Costs	\$28,476	\$17,237	\$6,279	\$2,048	\$1,125	\$55,165
Other Direct Costs	\$74,191	\$27,715	\$7,617	\$3,880	\$1,515	\$114,928
Depreciation - Collection Vehicles	\$35,000	\$21,843	\$11,204	\$3,270	\$1,900	\$73,217
Depreciation - Containers	\$5,866	\$4,996	\$5,489	\$0	\$205	\$16,556
Depreciation for Collection Equipment	\$40,556	\$10,876	\$10,932	\$1,270	\$1,327	\$64,961
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (Form Y)						
General and Administrative	\$40,163	\$44,271	\$38,952	\$23,708	\$2,128	\$149,222
Operations	\$11,268	\$17,104	\$10,868	\$5,104	\$404	\$44,748
Vehicle Maintenance	\$21,536	\$12,490	\$30,405	\$4,750	\$824	\$69,905
Container Maintenance	\$6,120	\$7,820	\$10,812	\$1,005	\$100	\$25,867
Total Allocated Indirect Costs excluding Depreciation and Interest	\$79,087	\$101,685	\$116,037	\$40,565	\$3,457	\$341,291
Total Allocated Indirect Depreciation Costs (Form Y)	\$70	\$1,050	\$429	\$367	\$20	\$2,186
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$716,812	\$642,819	\$217,865	\$88,223	\$24,983	\$1,490,702
Profit (insert Operating Ratio below)	\$75,161.51	\$46,299	\$22,786	\$8,632	\$2,981	\$115,860
96.5%						
Total Proposed Costs before Pass-Through Cost Allocation	\$791,974	\$689,119	\$240,651	\$96,855	\$27,964	\$1,617,463
Contractor Pass-Through Costs						
Interest Expense	\$12,801	\$1,772	\$5,269	\$1,056	\$420	\$22,824
Total Contractor Pass-Through Costs	\$12,801	\$1,772	\$5,269	\$1,056	\$420	\$22,824
TOTAL BASE CONTRACTOR'S COMPENSATION	\$804,775	\$690,891	\$245,920	\$97,911	\$28,384	\$1,640,287

	Service Level Statistics Used for Future Service Level Cost Adjustments				
	Lifts	Lifts	Lifts	Hauls	Hauls
2014	65,795	74,958	5,902	133	133
2015	61,243	79,612	8,385	160	160
2016	60,339	81,905	10,192	146	146
Rolling Three-Year Average	62,462	78,845	8,160	154	154

SBWMA COLLECTION AGREEMENT
B. City of Belmont Allocated Costs - MFD & Commercial

Proposed Compensation 2021

Step 3: Index Based Adjustments

PY CPW-W: Wages (DET) Listed as Example	264.17%	264.17%	264.17%	264.17%	264.17%	264.17%	264.17%
CY CPW-W: Wages (2017) Listed as Example	264.17%	264.17%	264.17%	264.17%	264.17%	264.17%	264.17%
CPW-W: Wages Adjustment	/100.0%	/100.0%	/100.0%	/100.0%	/100.0%	/100.0%	/100.0%
PY CPW-M: Medical (2017) Listed as Example	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%
CY CPW-M: Medical (2017) Listed as Example	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%
CPW-M: Medical Adjustment	/100.0%	/100.0%	/100.0%	/100.0%	/100.0%	/100.0%	/100.0%
PY CPW-U: Motor Fuel (2017) Listed as Example	209.25%	209.25%	209.25%	209.25%	209.25%	209.25%	209.25%
CY CPW-U: Motor Fuel (2017) Listed as Example	209.25%	209.25%	209.25%	209.25%	209.25%	209.25%	209.25%
CPW-U: Motor Fuel Adjustment	/100.0%	/100.0%	/100.0%	/100.0%	/100.0%	/100.0%	/100.0%
PY CPW-A: (2017) Listed as Example	205.98%	205.98%	205.98%	205.98%	205.98%	205.98%	205.98%
CY CPW-A: (2017) Listed as Example	205.98%	205.98%	205.98%	205.98%	205.98%	205.98%	205.98%
CPW-A: Adjustment	/100.0%	/100.0%	/100.0%	/100.0%	/100.0%	/100.0%	/100.0%

MFD & Commercial	Cost and This Field		Cost and This		Cost and This		Cost and This		Total Drop Box		Two-Doc Call		MFD & Commercial Total
	Years	Adjustable	Adjustable	Adjustable	Adjustable	Adjustable	Adjustable	Adjustable	Adjustable	Adjustable	Adjustable	Adjustable	
Annual Cost of Operations													
Direct Labor-Related Costs													
Wages for CWAs	\$121,670	\$144,305	\$47,355	\$47,355	\$11,270	\$11,270	\$10,255	\$10,255	\$7,540	\$7,540	\$5,684	\$5,684	\$366,497
Benefits for CWAs	\$134,332	\$73,594	\$14,046	\$14,046	\$7,540	\$7,540	\$5,684	\$5,684	\$2,615	\$2,615	\$2,044	\$2,044	\$259,619
Personnel Costs	\$25,929	\$13,676	\$3,490	\$3,490	\$1,779	\$1,779	\$1,313	\$1,313	\$221	\$221	\$163	\$163	\$467,442
Vehicle Compensation Incentives	\$22,082	\$13,276	\$3,528	\$3,528	\$1,313	\$1,313	\$1,000	\$1,000	\$221	\$221	\$163	\$163	\$309,421
Total Direct Labor Related Costs	\$177,999	\$359,219	\$69,521	\$69,521	\$12,098	\$12,098	\$10,000	\$10,000	\$4,586	\$4,586	\$3,450	\$3,450	\$684,021
Direct Fuel Costs	\$28,476	\$17,217	\$6,278	\$6,278	\$2,048	\$2,048	\$1,115	\$1,115	\$2,048	\$2,048	\$1,115	\$1,115	\$59,134
Other Third Costs	\$59,131	\$27,719	\$7,617	\$7,617	\$3,086	\$3,086	\$1,515	\$1,515	\$3,086	\$3,086	\$1,515	\$1,515	\$79,345
Depreciation - Collector Vehicle	\$19,089	\$51,847	\$1,284	\$1,284	\$1,276	\$1,276	\$1,062	\$1,062	\$3,086	\$3,086	\$2,048	\$2,048	\$76,408
Depreciation - Container	\$5,466	\$4,096	\$5,466	\$5,466	\$0	\$0	\$263	\$263	\$14,256	\$14,256	\$1,027	\$1,027	\$14,256
Depreciation for Collector Equipment	\$40,556	\$30,659	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From A)													
Operator and Administrators	\$49,143	\$44,271	\$38,952	\$38,952	\$15,308	\$15,308	\$2,128	\$2,128	\$5,394	\$5,394	\$454	\$454	\$100,222
Operations	\$13,268	\$17,404	\$5,898	\$5,898	\$5,394	\$5,394	\$454	\$454	\$829	\$829	\$196	\$196	\$49,809
Vehicle Maintenance	\$12,536	\$2,600	\$3,876	\$3,876	\$1,795	\$1,795	\$1,000	\$1,000	\$1,795	\$1,795	\$1,000	\$1,000	\$95,215
Container Maintenance	\$6,320	\$7,616	\$10,812	\$10,812	\$1,795	\$1,795	\$1,000	\$1,000	\$1,795	\$1,795	\$1,000	\$1,000	\$27,682
Total Allocated Indirect Costs including Depreciation and Interest	\$79,087	\$101,914	\$16,077	\$16,077	\$45,503	\$45,503	\$3,697	\$3,697	\$14,378	\$14,378	\$1,650	\$1,650	\$143,378
Total Allocated Indirect Depreciation Costs (From A)	\$750	\$1,650	\$529	\$529	\$167	\$167	\$26	\$26	\$0	\$0	\$0	\$0	\$1,483
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$716,892	\$440,808	\$107,865	\$107,865	\$88,330	\$88,330	\$24,590	\$24,590	\$14,991,980	\$14,991,980	\$14,991,980	\$14,991,980	\$14,991,980
Profit (Insert Operating Ratio below)	\$75,342	\$46,399	\$12,796	\$12,796	\$6,632	\$6,632	\$2,580	\$2,580	\$145,589	\$145,589	\$145,589	\$145,589	\$145,589
Total Proposed Costs before Pass-Through Cost Allocation	\$792,174	\$489,499	\$124,661	\$124,661	\$94,962	\$94,962	\$27,170	\$27,170	\$151,579	\$151,579	\$151,579	\$151,579	\$151,579
Contractor Pass-Through Costs													
Interest Expense	\$12,451	\$9,772	\$5,249	\$5,249	\$1,416	\$1,416	\$420	\$420	\$29,368	\$29,368	\$29,368	\$29,368	\$29,368
Total Contractor Pass-Through Costs	\$12,451	\$9,772	\$5,249	\$5,249	\$1,416	\$1,416	\$420	\$420	\$29,368	\$29,368	\$29,368	\$29,368	\$29,368
TOTAL BASE CONTRACTOR'S COMPENSATION	\$804,625	\$499,271	\$130,010	\$130,010	\$96,378	\$96,378	\$27,590	\$27,590	\$180,947	\$180,947	\$180,947	\$180,947	\$180,947

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

B. City of Belmont Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments				
	Lifts	Lifts	Lifts	Hoists
2014	65,793	74,958	5,902	155
2015	61,243	79,642	8,385	168
2016	60,539	81,965	10,192	146
Prior Year Rolling Three-Year Average	62,465	78,845	8,160	154
2014	65,793	74,958	5,902	155
2015	61,243	79,642	8,385	168
2016	60,539	81,965	10,192	146
Current Year Rolling Three-Year Average	62,465	78,845	8,160	154
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%
60% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cart and the Solid Waste	Cart and the Recyclable Materials	Cart and the Organic Materials (including Holiday Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	K	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CMAs	\$121,670	\$164,303	\$47,355	\$21,271	\$16,235	\$369,837
Benefits for CMAs	\$114,312	\$73,398	\$14,904	\$7,541	\$5,044	\$215,411
Payroll Taxes	\$26,929	\$13,676	\$3,949	\$1,770	\$833	\$47,142
Workers Compensation Insurance	\$23,000	\$13,206	\$3,271	\$1,112	\$221	\$41,192
Total Direct Labor-Related Costs	\$182,911	\$265,273	\$69,579	\$32,694	\$16,843	\$567,322
Direct Fuel Costs	\$28,476	\$17,217	\$6,278	\$2,668	\$1,115	\$55,754
Other Direct Costs	\$16,191	\$27,315	\$7,617	\$3,886	\$1,335	\$56,344
Depreciation - Collection Vehicles	\$16,096	\$21,843	\$11,204	\$5,270	\$1,962	\$76,468
Depreciation - Containers	\$5,866	\$4,996	\$5,889	\$0	\$266	\$18,236
Depreciation for Collection Equipment	\$40,556	\$30,836	\$16,642	\$1,270	\$1,327	\$92,689
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (From 9)						
General and Administrative	\$40,165	\$44,271	\$38,952	\$23,704	\$2,128	\$169,222
Operations	\$11,204	\$17,104	\$13,908	\$5,104	\$414	\$49,809
Vehicle Maintenance	\$21,536	\$12,699	\$30,405	\$9,756	\$429	\$95,215
Container Maintenance	\$6,120	\$7,850	\$10,812	\$1,993	\$366	\$27,082
Total Allocated Indirect Costs excluding Depreciation and Interest	\$79,087	\$119,914	\$114,077	\$40,567	\$1,697	\$344,379
Total Allocated Indirect Depreciation Costs (From 9)	\$70	\$1,050	\$429	\$167	\$26	\$2,491
Annual Implementation Cost Allocations (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$716,892	\$442,818	\$217,965	\$80,233	\$24,969	\$1,483,983
Profit (insert Operating Ratio below)	\$78,162	\$46,399	\$22,796	\$8,632	\$2,891	\$155,599
Total Proposed Costs before Pass-Through Cost Allocation	\$791,174	\$489,409	\$239,851	\$98,865	\$27,163	\$1,637,462
Contractor Pass-Through Costs						
Interest Expense	\$12,891	\$1,772	\$1,291	\$1,056	\$421	\$29,314
Total Contractor Pass-Through Costs	\$12,891	\$1,772	\$1,291	\$1,056	\$420	\$39,386
TOTAL BASE CONTRACTOR'S COMPENSATION	\$804,065	\$491,181	\$241,140	\$100,281	\$37,784	\$1,666,838

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. City of Belmont Allocated Costs - Agency Facilities

	Statistics Used for Year 2021 Cost Allocation Only					Totals
	2014	2015	2016	2017	2018	
City # of Lifts per year	6,004	6,004	5,148		6,763	13,736.00
SBWMA # Lifts per year (Accounts for Volumes/Events)	242,307	16,744	65,039		94,380	
City # of Lifts per year %	2.7%	23.9%	7.9%		7.2%	
City Total Route Labor hours year	123.91	23.32	71.42	73.18	291.15	238.05
SBWMA Total Route Labor hours year	4,766.39	236.00	993.06		5,995.45	
City Total Route Labor hours year	2.6%	10.0%	7.2%		4.9%	
City # of route hours/year	72.30	22.93	64.93		291.15	160.18
SBWMA # of route hours/year	2,593.51	224.16	933.57		5,933.43	
City # of route hours/year %	2.8%	10.2%	8.9%		4.9%	
City # of Containers	82	57	100		6,793	239.00
SBWMA # of Containers	842	256	928		96,806	
City # of Containers %	0.7%	22.3%	14.0%		7.0%	
	47%	8%	24%		25%	

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Volumes and Events	Agency Facilities Total
	E	G	F	M	I	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CDAs	\$3,987	\$714	\$2,203	\$2,960	\$479	\$9,378
Benefits for CDAs	\$1,864	\$315	\$1,072	\$1,103	\$214	\$4,618
Payroll Taxes	\$312	\$61	\$191	\$216	\$40	\$622
Workers Compensation Insurance	\$28	\$5	\$16	\$18	\$3	\$59
Total Direct Labor Related Costs	\$6,407	\$1,211	\$3,718	\$4,217	\$777	\$16,429
Direct Fuel Costs	\$53	\$48	\$26	\$64	\$6	\$1,279
Other Direct Costs	\$970	\$143	\$354	\$374	\$113	\$2,402
Depreciation - Collection Vehicles	\$2,102	\$400	\$1,209	\$1,244	\$198	\$5,153
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$2,102	\$400	\$1,209	\$1,244	\$198	\$5,153
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form F)						
General and Administrative (using life for Agency Costs)	\$6,941	\$1,322	\$3,993	\$4,308	\$1,203	\$17,767
Operations	\$979	\$166	\$363	\$379	\$107	\$2,414
Vehicle Maintenance	\$1,871	\$354	\$1,076	\$1,107	\$204	\$4,618
Container Maintenance (using life for Agency Costs)	\$918	\$169	\$374	\$390	\$117	\$2,498
Total Allocated Indirect Costs including Depreciation and Interest	\$10,709	\$2,014	\$6,203	\$6,385	\$1,477	\$26,909
Total Allocated Indirect Depreciation Costs (Form F)	\$0	\$0	\$0	\$0	\$0	\$0
Annual Implementation Cost Allocation (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$28,709	\$3,982	\$12,824	\$12,276	\$2,638	\$61,226
Profit (Insert Operating Ratio below)	\$2,195	\$408	\$1,242	\$1,299	\$277	\$5,421
90.8%						
Total Operating Costs before Pass-Through Cost Allocation	\$22,187	\$4,408	\$11,286	\$11,675	\$2,361	\$57,277
Contractor Pass-Through Costs						
Interest Expense	\$446	\$81	\$236	\$254	\$42	\$1,059
Total Contractor Pass-Through Costs	\$446	\$81	\$236	\$254	\$42	\$1,059
TOTAL BASE CONTRACTOR'S COMPENSATION	\$22,591	\$4,489	\$11,521	\$11,729	\$2,403	\$58,400

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Heads	
2014	4,794	3,780	3,649	65	
2015	5,408	3,640	4,160	64	
2016	6,004	4,004	5,148	74	
Rolling Three-Year Average	5,409	3,675	4,319	68	

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

B. City of Belmont Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PY CPS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CPS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CPI-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CY CPS-W-Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CPI-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CPS-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CPI-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CY CPS-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CPI-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (AG Materials)	Vans and Trucks	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CDAs	\$1,987	\$719	\$2,219	\$2,360	\$479	\$9,878
Benefits for CDAs	\$1,964	\$313	\$1,072	\$1,183	\$214	\$4,618
Payroll Taxes	\$972	\$63	\$191	\$196	\$40	\$422
Workers Compensation Insurance	\$283	\$18	\$162	\$168	\$35	\$764
Total Direct Labor-Related Costs	\$6,206	\$1,213	\$5,714	\$5,827	\$777	\$18,601
Direct Fuel Costs	\$514	\$99	\$296	\$369	\$61	\$1,279
Other Direct Costs	\$379	\$183	\$558	\$574	\$113	\$2,467
Depreciation - Collection Vehicles	\$2,199	\$899	\$1,209	\$1,244	\$199	\$5,139
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$2,192	\$400	\$1,209	\$1,244	\$199	\$5,139
Taxes	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From W)						
General and Administrative (using Info for Agency Costs)	\$6,941	\$1,322	\$5,993	\$4,168	\$1,020	\$17,282
Operations	\$979	\$386	\$563	\$579	\$107	\$2,614
Vehicle Maintenance	\$1,871	\$356	\$1,076	\$1,187	\$204	\$4,694
Container Maintenance (using Info for Agency Costs)	\$998	\$199	\$574	\$593	\$117	\$2,498
Total Allocated Indirect Costs including Depreciation and Interest	\$10,789	\$2,074	\$8,213	\$6,565	\$1,477	\$28,669
Total Allocated Indirect Depreciation Costs (From W)	\$0	\$13	\$59	\$41	\$0	\$118
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$28,218	\$3,392	\$12,823	\$12,276	\$2,638	\$59,926
Profit (Insert Operating Ratio below)	\$2,195	\$418	\$1,252	\$1,289	\$277	\$5,481
90.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$23,145	\$2,974	\$11,286	\$11,675	\$2,361	\$57,377
Contractor Pass-Through Costs						
Interest Expense	\$465	\$81	\$236	\$264	\$42	\$1,092
Total Contractor Pass-Through Costs	\$465	\$81	\$236	\$264	\$42	\$1,092
TOTAL BASE CONTRACTOR'S COMPENSATION	\$23,610	\$3,055	\$11,542	\$11,939	\$2,403	\$58,469

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

B. City of Belmont Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments					
	2014	2015	2016	2017	2018
2014	4,784	3,300	3,640	4,100	65
2015	5,408	3,640	4,100	4,640	64
2016	6,604	4,004	4,640	5,148	74
Prior Year Rolling Three-Year Average	5,599	3,675	4,316		68
2018	4,784	3,300	3,640	4,100	65
2017	5,408	3,640	4,100	4,640	64
2016	6,604	4,004	4,640	5,148	74
Current Year Rolling Three-Year Average	5,599	3,675	4,316		68
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%
85% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Yards and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CDAs	\$1,067	\$799	\$2,299	\$2,360	\$479	\$9,878
Benefits for CDAs	\$1,864	\$155	\$1,072	\$1,303	\$224	\$4,618
Payroll Taxes	\$332	\$63	\$195	\$196	\$40	\$422
Workers Compensation Insurance	\$264	\$24	\$102	\$108	\$26	\$728
Total Direct Labor-Related Costs	\$6,407	\$1,231	\$3,710	\$5,827	\$777	\$16,021
Direct Fuel Costs	\$314	\$98	\$290	\$304	\$64	\$1,271
Other Direct Costs	\$976	\$183	\$538	\$174	\$113	\$2,602
Depreciation - Collection Vehicles	\$2,302	\$400	\$1,209	\$1,244	\$198	\$5,353
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$2,302	\$400	\$1,209	\$1,244	\$198	\$5,353
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (From V)						
General and Administrative (using 50% for Agency Costs)	\$6,940	\$1,322	\$1,995	\$4,398	\$1,020	\$17,742
Operations	\$979	\$186	\$563	\$579	\$107	\$2,414
Vehicle Maintenance	\$1,871	\$356	\$1,076	\$1,307	\$204	\$4,614
Container Maintenance (using 50% for Agency Costs)	\$998	\$190	\$574	\$596	\$147	\$2,498
Total Allocated Indirect Costs excluding Depreciation and Interest	\$10,788	\$2,054	\$4,208	\$6,870	\$1,477	\$26,899
Total Allocated Indirect Depreciation Costs (From V)	\$0	\$0	\$0	\$0	\$0	\$0
Annual Depreciation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$26,918	\$3,982	\$12,824	\$12,376	\$2,638	\$59,796
Profit (Insert Operating Ratio below)	\$2,395	\$408	\$1,262	\$1,209	\$277	\$5,481
90.6%						
Total Operating Costs before Pass-Through Cost Allocation	\$23,289	\$4,498	\$11,286	\$10,679	\$2,911	\$57,377
Contractor Pass-Through Costs						
Interest Expense	\$400	\$83	\$236	\$264	\$42	\$1,092
Total Contractor Pass-Through Costs	\$400	\$83	\$236	\$264	\$42	\$1,092
TOTAL BASE CONTRACTOR'S COMPENSATION	\$23,689	\$4,581	\$11,522	\$10,943	\$2,953	\$58,469

SRWMA COLLECTION AGREEMENT Proposed Compensation 2021
B. City of Burlingame Allocated Costs - SFD

	Statistics Used for Year 2021 Cost Allocation Only				Total
City # of accounts	6,426	6,412	6,526	2,018	6,634.00
SRWMA # of accounts	64,380	64,372	66,721	26,544	64,640.00
City # of accounts %	7.6%	7.6%	7.2%	4.8%	7.6%
City Total Route Labor hours year	1,036.64	2,021.28	2,094.59	892.31	8,028.82
SRWMA Total Route Labor hours year	44,231.51	42,856.24	59,114.12	13,043.24	141,248.11
City Total Route Labor hours year %	4.3%	3.7%	4.8%	4.8%	4.4%
City # of route hours/year	2,798.93	2,366.28	2,231.00	892.31	8,090.24
SRWMA # of route hours/year	41,847.89	38,380.04	34,949.16	13,043.24	129,222.33
City Total Route Labor hours year %	4.3%	3.8%	4.8%	4.8%	4.8%
City Total Containers in Service	6,697	6,719	6,699	2,018	22,133.00
SRWMA Total Containers in Service	66,836	66,284	69,540	26,544	102,355.00
City Total Containers in Service %	4.8%	7.8%	4.7%	4.8%	4.8%

Single Family Dwelling	Insured Incurable Materials		Open Materials (Including Holiday Items)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B			
Annual Cost of Operations					
Direct Labor Related Costs					
Wages for CSAs	\$231,962	\$186,718	\$187,346	\$61,363	\$662,389
Benefits for CSAs	\$106,911	\$87,141	\$88,196	\$31,065	\$313,213
Payroll Taxes	\$21,057	\$17,167	\$17,587	\$5,951	\$57,762
Workers Compensation Insurance	\$18,039	\$14,870	\$15,389	\$4,272	\$48,570
Total Direct Labor Related Costs	\$485,969	\$395,937	\$398,518	\$102,651	\$1,383,115
Direct Fuel Costs	\$26,736	\$21,608	\$22,217	\$2,966	\$73,427
Other Direct Costs	\$31,210	\$16,391	\$29,426	\$4,637	\$81,964
Depreciation - Collection Vehicles	\$39,963	\$32,353	\$35,672	\$2,672	\$110,660
Depreciation - Containers	\$18,372	\$19,301	\$22,297	\$0	\$60,120
Depreciation for Collection Equipment	\$26,477	\$16,634	\$18,119	\$2,672	\$63,902
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From %)					
General and Administrative	\$124,266	\$129,049	\$129,728	\$4,992	\$387,735
Operations	\$23,626	\$20,211	\$20,426	\$2,039	\$66,282
Vehicle Maintenance	\$43,134	\$40,347	\$40,772	\$1,946	\$136,199
Container Maintenance	\$17,634	\$16,484	\$17,517	\$717	\$51,152
Total Allocated Indirect Costs including Depreciation and Interest	\$213,660	\$206,091	\$208,443	\$9,674	\$638,203
Total Allocated Indirect Depreciation Costs (From %)	\$1,426	\$1,294	\$1,471	\$0	\$4,221
Annual Depreciation Cost Attribution (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$740,598	\$643,869	\$648,729	\$122,791	\$2,017,549
Profit (Insert Operating Ratio below)	\$77,846	\$64,328	\$64,324	\$2,896	\$221,273
Total Proposed Costs before Pass-Through Cost Allocation	\$818,447	\$708,197	\$713,053	\$125,687	\$2,238,822
Contractor Pass-Through Costs					
Interest Expense	\$14,361	\$12,668	\$14,254	\$0	\$41,314
Total Contractor Pass-Through Costs	\$14,361	\$12,668	\$14,254	\$0	\$41,314
TOTAL BASE CONTRACTOR'S COMPENSATION	\$832,808	\$720,865	\$727,307	\$125,687	\$2,280,136

Service Level Statistics (Used for Future Service Level) Cost Adjustments				
	Accounts	Accounts	Accounts	
2014	6,404	6,404	6,404	
2015	6,408	6,408	6,408	
2016	6,626	6,626	6,626	
Rolling Three-Year Average	6,613	6,613	6,613	

SRWA COLLECTION AGREEMENT

Proposed Compensation

2021

B. City of Burlingame Allocated Costs - SFD

Step 1: Index Based Adjustments				
FY CPS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CY CPS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CPS-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
FY CPS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813
CY CPS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813
CPS-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
FY CPS-D-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CY CPS-D-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CPS-D-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
FY CPS-O (2017 Listed as Example)	269,983	269,983	269,983	269,983
CY CPS-O (2017 Listed as Example)	269,983	269,983	269,983	269,983
CPS-O Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste	Targeted Recyclable Materials	Organic Materials (including Holiday Trees)	Low On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
<i>Direct Labor-Related Costs</i>					
Wages for CMA	\$193,962	\$186,751	\$187,346	\$61,503	\$632,564
Benefits for CMA	\$116,919	\$87,144	\$88,196	\$23,000	\$325,259
Payroll Taxes	\$21,050	\$21,007	\$21,187	\$1,100	\$56,344
Workers' Compensation Insurance	\$18,020	\$12,820	\$12,388	\$4,272	\$48,500
Total Direct Labor-Related Costs	\$450,951	\$307,722	\$309,117	\$90,875	\$1,158,566
<i>Direct Fuel Costs</i>					
Other Direct Costs	\$15,219	\$11,091	\$29,420	\$4,637	\$60,367
Depreciation - Collection Vehicles	\$49,909	\$32,119	\$33,832	\$2,672	\$118,532
Depreciation - Containers	\$18,172	\$19,504	\$22,247	\$0	\$60,923
Depreciation for Collection Equipment	\$18,477	\$11,614	\$18,119	\$2,672	\$50,882
Lease	\$0	\$0	\$0	\$0	\$0
<i>Allocated Indirect Costs (including Depreciation and Interest Expense)</i>					
General and Administrative	\$124,264	\$129,139	\$126,028	\$4,992	\$385,423
Operations	\$25,426	\$21,213	\$23,426	\$1,919	\$72,984
Vehicle Maintenance	\$45,134	\$40,547	\$44,773	\$1,946	\$132,400
Container Maintenance	\$17,634	\$16,464	\$17,119	\$717	\$51,934
Total Allocated Indirect Costs (including Depreciation and Interest)	\$212,458	\$207,363	\$211,346	\$8,674	\$642,841
Total Allocated Indirect Depreciation Costs (From F)	\$1,426	\$1,284	\$1,411	\$0	\$4,321
Annual Implementation Cost Assumptions (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$748,838	\$647,889	\$654,729	\$122,791	\$2,078,019
Profit (Insert Operating Ratio below)	\$77,846	\$64,338	\$64,389	\$2,898	\$228,271
96.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$826,684	\$712,227	\$719,118	\$125,689	\$2,306,290
Contractor Pass-Through Costs					
Interest Expense	\$14,341	\$12,668	\$14,234	\$655	\$41,898
Total Contractor Pass-Through Costs	\$14,341	\$12,668	\$14,234	\$655	\$41,898
TOTAL BASE CONTRACTOR'S COMPENSATION	\$841,025	\$724,895	\$733,352	\$126,344	\$2,348,188

MSWMA COLLECTION AGREEMENT

Proposed Compensation

2025

B. City of Burlingame Allocated Costs - SFD

Step 2: Service Level Adjustments			
	Accounts	Accounts	Accounts
2014	6,604	6,604	6,604
2015	6,608	6,608	6,608
2016	6,626	6,626	6,626
Prior Year Rolling Three-Year Average	6,613	6,613	6,613
	Accounts	Accounts	Accounts
2014	6,604	6,604	6,604
2015	6,608	6,608	6,608
2016	6,626	6,626	6,626
Current Year Rolling Three-Year Average	6,613	6,613	6,613
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%

Single Family Dwelling	Actual Year	Targeted Recyclable	Organic Materials (Including Recyclable Tons)	Two Or More Collection Passes	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor Related Costs					
Wages for Cities	\$211,062	\$181,713	\$187,346	\$61,563	\$442,584
Benefits for Cities	\$136,913	\$87,141	\$88,196	\$31,685	\$322,215
Payroll Taxes	\$21,011	\$15,637	\$15,767	\$5,103	\$57,524
Workers Compensation Insurance	\$3,635	\$2,826	\$3,238	\$1,172	\$9,871
Total Direct Labor Related Costs	\$373,621	\$287,317	\$294,547	\$103,523	\$1,158,193
Direct Fuel Costs	\$26,736	\$25,668	\$22,215	\$2,880	\$77,499
Other Direct Costs	\$11,215	\$21,895	\$29,620	\$6,637	\$69,559
Depreciation - Collection Vehicles	\$34,963	\$32,351	\$35,832	\$2,632	\$116,802
Depreciation - Containers	\$4,532	\$19,365	\$22,267	\$0	\$66,524
Depreciation for Collection Equipment	\$36,677	\$51,654	\$36,129	\$2,672	\$176,923
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 5)					
General and Administrative	\$124,206	\$129,137	\$129,328	\$4,912	\$487,583
Operations	\$21,626	\$21,215	\$21,426	\$1,038	\$85,284
Vehicle Maintenance	\$45,354	\$41,547	\$44,752	\$1,746	\$172,439
Container Maintenance	\$17,634	\$16,484	\$17,519	\$717	\$52,322
Total Allocated Indirect Costs including Depreciation and Interest	\$208,820	\$208,383	\$213,025	\$8,407	\$817,628
Total Allocated Indirect Depreciation Costs (From 5)	\$1,426	\$1,284	\$1,451	\$62	\$4,223
Annual Implementation Cost Assumptions (From 6)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$746,796	\$612,889	\$636,729	\$112,796	\$2,497,949
Profit (Insert Operating Ratio Below)	90.5%	\$54,928	\$66,289	\$12,898	\$228,273
Total Proposed Costs before Pass-Through Cost Allocation	\$691,867	\$557,961	\$570,440	\$99,898	\$2,269,676
Contractor Pass-Through Costs					
Interest Expense	\$14,761	\$12,668	\$14,254	\$637	\$42,310
Total Contractor Pass-Through Costs	\$14,761	\$12,668	\$14,254	\$637	\$42,310
TOTAL BASE CONTRACTOR'S COMPENSATION	\$706,628	\$570,629	\$584,694	\$100,535	\$2,311,986

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021
B. City of Burlingame Allocated Costs - MFD & Commercial

	Statistics Used for Year 2021 Cost Allocation Only					Total
City # of Accounts	1,382	1,388	221	20	2,011	5,015.00
SBWMA # Accounts	10,332.00	10,210.00	1,712.00	195.00	29,504.00	20,449.00
City # of Accounts %	13.4%	13.8%	12.9%	10.3%	6.8%	11.4%
City Total Route Labor hours year	6,861.99	5,795.01	739.43	1,617.92	892.31	15,018.17
SBWMA Total Route Labor hours year	47,875.83	27,111.92	4,336.65	4,167.11	13,045.24	87,567.55
City Total Route Labor hours year %	14.3%	21.0%	17.0%	38.2%	6.8%	14.4%
City # of Trucks/Year	4,061.34	3,411.82	699.76	1,617.92	892.31	8,390.84
SBWMA # of Trucks/Year	31,807.08	25,241.12	4,646.06	4,167.11	13,045.24	66,767.37
City # of Trucks/Year %	12.6%	13.5%	15.0%	38.2%	6.8%	12.4%
City Total Containers in Service	2,494	2,086	296	27	2,918	5,508.00
SBWMA Total Containers in Service	17,258.00	19,769.00	2,619.00	333.00	29,504.00	38,313.00
City Total Containers in Service %	14.5%	10.6%	11.3%	8.1%	1.0%	14.4%

MFD & Commercial	Cost and the Total	Cost and the	Cost and the Organic	Total Drop Best	Two-Two Call	MFD & Commercial Total
	Waste	Residential Materials	Materials (including Utility Taxes)	Services (and Materials)	Collection Events	
	F	G	H	I	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CMAs	\$724,913	\$292,466	\$81,094	\$128,834	\$9,891	\$1,237,208
Benefits for CMAs	\$347,363	\$126,767	\$27,715	\$40,471	\$4,863	\$547,119
Payroll Taxes	\$69,646	\$25,158	\$6,797	\$10,701	\$823	\$103,125
Worker Compensation Insurance	\$13,333	\$20,126	\$3,620	\$5,178	\$350	\$42,707
Total Direct Labor-Related Costs	\$1,158,255	\$464,517	\$119,226	\$184,804	\$15,207	\$1,937,009
Direct Fuel Costs	\$62,967	\$27,629	\$10,993	\$12,497	\$1,076	\$114,962
Other Direct Costs	\$86,577	\$44,868	\$13,282	\$20,557	\$1,480	\$166,764
Depreciation - Collection Vehicles	\$77,208	\$41,864	\$19,306	\$19,806	\$1,028	\$119,312
Depreciation - Containers	\$17,496	\$12,415	\$12,908	\$0	\$236	\$42,845
Depreciation for Collection Equipment	\$91,873	\$10,579	\$11,074	\$19,806	\$1,216	\$136,488
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From %)						
General and Administrative	\$423,464	\$139,367	\$110,892	\$59,270	\$2,502	\$635,495
Operations	\$24,892	\$27,641	\$27,698	\$36,906	\$419	\$97,556
Vehicle Maintenance	\$47,371	\$52,499	\$12,907	\$39,087	\$800	\$152,664
Container Maintenance	\$19,232	\$12,202	\$19,202	\$6,738	\$212	\$37,684
Total Allocated Indirect Costs including Depreciation and Interest	\$514,959	\$231,715	\$276,702	\$116,001	\$3,519	\$942,896
Total Allocated Indirect Depreciation Costs (From %)	\$1,394	\$1,487	\$1,463	\$2,224	\$26	\$6,477
Annual Supplemental Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,692,264	\$696,232	\$406,630	\$408,284	\$19,732	\$2,823,142
Profit (Insert Operating Ratio below)	\$173,513.79	\$85,628	\$45,548	\$40,869	\$1,489	\$347,047
Total Proposed Costs before Pass-Through Cost Allocation	\$1,826,401	\$781,860	\$452,178	\$449,153	\$21,221	\$3,170,189
Contractor Pass-Through Costs						
Interest Expense	\$29,577	\$16,779	\$9,908	\$6,188	\$399	\$62,851
Total Contractor Pass-Through Costs	\$29,577	\$16,779	\$9,908	\$6,188	\$399	\$62,851
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,926,000	\$801,121	\$462,086	\$455,341	\$21,620	\$3,233,040

Service Level Statistics Used for Future Service Level/Cost Adjustments				
	2014	2015	2016	Rolling Three-Year Average
Lifts	200,336	201,310	212,439	204,695
Lifts	29,575	31,772	35,618	32,348
Trucks	1,486	1,420	1,390	1,432

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021
D. City of Redding Allocated Costs - MFD & Commercial

Step 1: Index Based Adjustments					
PY CFS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CFS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CFS-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CFS-W-Method (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CY CFS-W-Method (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CFS-W-Method Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CFS-D-Make Paid (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CFS-D-Make Paid (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CFS-D-Make Paid Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CFS-D (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CY CFS-D (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CFS-D Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cap and Tie Sold	Cap and Tie	Cap and Tie/Depos	Total Dep. Ben	Two-Tie Call	MFD & Commercial Total
	Waste	Excavation, Materials	Materials (Including Public Trust)	Services (NE Material)	Collection Events	
	\$	\$	\$	\$	\$	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CDEs	\$726,920	\$282,906	\$81,694	\$128,834	\$9,890	\$1,230,244
Benefits for CDEs	\$347,563	\$126,707	\$25,701	\$45,673	\$4,663	\$550,247
Payroll Taxes	\$60,646	\$23,098	\$4,797	\$14,769	\$833	\$103,103
Workers Compensation Insurance	\$21,022	\$20,126	\$5,820	\$1,129	\$200	\$48,307
Total Direct Labor-Related Costs	\$1,156,151	\$452,837	\$118,012	\$190,405	\$15,586	\$1,973,029
Direct Fuel Costs	\$62,967	\$25,024	\$19,939	\$12,491	\$1,076	\$121,507
Other Direct Costs	\$84,177	\$44,468	\$13,262	\$23,537	\$1,480	\$166,924
Depreciation - Collection Vehicles	\$77,118	\$41,464	\$19,396	\$19,886	\$1,024	\$159,899
Depreciation - Containers	\$17,456	\$12,613	\$12,308	\$0	\$256	\$42,633
Depreciation for Collection Equipment	\$84,958	\$15,879	\$19,814	\$19,886	\$1,280	\$201,712
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From F)						
General and Administrative	\$125,861	\$135,347	\$135,492	\$59,270	\$2,070	\$468,020
Utilities	\$24,890	\$27,444	\$27,698	\$36,936	\$419	\$117,367
Vehicle Maintenance	\$47,073	\$52,456	\$52,937	\$59,087	\$660	\$212,549
Container Maintenance	\$19,562	\$19,561	\$24,341	\$6,734	\$295	\$70,503
Total Allocated Indirect Costs including Depreciation and Interest	\$217,387	\$234,795	\$226,472	\$156,027	\$3,044	\$647,246
Total Allocated Indirect Depreciation Costs (From F)	\$1,769	\$1,487	\$1,443	\$2,224	\$26	\$6,947
Asset Impairment Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,473,538	\$687,736	\$445,449	\$448,664	\$18,730	\$2,474,427
Profit (Insert Operating Ratio below)	96.5%	\$173,316	\$85,428	\$45,542	\$42,669	\$356,464
Total Proposed Costs before Pass-Through Cost Allocation	\$1,300,222	\$602,308	\$400,006	\$406,015	\$16,061	\$2,117,963
Contractor Pass-Through Costs						
Interest Expense	\$20,177	\$16,779	\$1,918	\$1,148	\$199	\$42,311
Total Contractor Pass-Through Costs	\$20,177	\$16,779	\$1,918	\$1,148	\$199	\$42,311
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,320,400	\$619,087	\$401,924	\$407,163	\$16,260	\$2,160,274

SRWMA COLLECTION AGREEMENT Proposed Compensation 2023
D. City of Burlingame Allocated Costs - MFD & Commercial

Step 2 - Service Level Adjustments						
	2014	2015	2016	2017	2018	2019
Prior Year Rolling Three-Year Average	198,878	209,860	212,348	212,348	212,348	212,348
Current Year Rolling Three-Year Average	198,878	209,860	212,348	212,348	212,348	212,348
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
95% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cost and the Solid Waste	Cost and the Recyclable Materials	Cost and the Organic Materials (including Household Trash)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	F	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CSAs	\$726,929	\$282,946	\$41,094	\$128,824	\$9,891	\$1,210,284
Benefits for CSAs	\$347,565	\$126,717	\$21,713	\$47,679	\$4,865	\$578,331
Payroll Taxes	\$60,646	\$23,158	\$4,797	\$16,719	\$823	\$102,623
Workers' Compensation Insurance	\$21,822	\$20,120	\$1,422	\$1,178	\$702	\$67,532
Total Direct Labor-Related Costs	\$1,189,067	\$453,941	\$69,026	\$194,400	\$16,259	\$1,872,693
Direct Fuel Costs	\$62,967	\$27,623	\$19,939	\$12,403	\$1,076	\$124,012
Other Direct Costs	\$86,177	\$44,468	\$13,302	\$21,137	\$1,480	\$166,564
Depreciation - Collection Vehicles	\$77,318	\$41,866	\$19,508	\$19,806	\$1,624	\$159,131
Depreciation - Containers	\$17,436	\$12,413	\$12,808	\$1	\$276	\$42,933
Depreciation for Collection Equipment	\$14,975	\$11,678	\$1,114	\$1,906	\$1,280	\$29,753
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From 1)						
General and Administrative	\$121,864	\$115,347	\$176,492	\$74,291	\$2,972	\$474,626
Operations	\$24,892	\$27,491	\$27,698	\$40,414	\$679	\$121,667
Vehicle Maintenance	\$47,379	\$12,400	\$12,407	\$19,087	\$669	\$102,449
Container Maintenance	\$19,542	\$19,505	\$24,249	\$4,794	\$291	\$70,521
Total Allocated Indirect Costs including Depreciation and Interest	\$213,677	\$214,743	\$238,846	\$138,692	\$5,351	\$681,267
Total Allocated Indirect Depreciation Costs (From 1)	\$1,568	\$1,683	\$1,603	\$2,224	\$26	\$6,947
Annual Implementation Cost Allocation (From 1)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,492,644	\$669,714	\$483,649	\$448,264	\$24,716	\$2,619,036
Profit (Insert Operating Ratio Below)	36.8%	38.628%	44.542%	44.869%	42.489%	40.964%
Total Proposed Costs before Pass-Through Cost Allocation	\$1,455,866	\$631,086	\$479,107	\$446,395	\$22,227	\$2,537,671
Contractor Pass-Through Costs						
Interest Expense	\$29,177	\$16,779	\$1,916	\$6,118	\$199	\$52,831
Total Contractor Pass-Through Costs	\$29,177	\$16,779	\$1,916	\$6,118	\$199	\$52,831
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,486,689	\$614,307	\$481,191	\$440,277	\$22,426	\$2,590,502

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021

B. City of Burlingame Allocated Costs - Agency Facilities

	Statistics Used For Year 2021 Cost Allocation Only					Totals
City # of Lids per year	17,284	1,144	4,680		6,428	41,380
SBWMA # of Lids per year (Accounts for Volumes/Weights)	242,307	16,784	65,009		94,380	
City # of Lids per year %	13.6%	6.8%	7.2%			
City Total Route Labor hours year	1,021.36	21.42	46.42	393.39	1,684.99	1,209.68
SBWMA Total Route Labor hours year	4,706.39	236.80	993.36		5,936.55	
City Total Route Labor hours year	21.8%	8.2%	4.7%		27.8%	
City # of route hours/year	304.88	20.19	62.03		1,654.99	587.82
SBWMA # of route hours/year	2,319.51	224.56	939.57		3,533.63	
City # of route hours/year %	19.6%	8.2%	6.6%		27.8%	
City # of Containers	17	15	22		4,697	52.00
SBWMA # of Containers	842	236	128		96,806	
City # of Containers %	2.6%	1.7%	4.2%		4.8%	

Agency Facilities	Contract the Solid Waste	Contract the Organic Materials	Contract the Recyclable Materials	Total Drop Box Services (All Materials)	Yards and Events	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CDEs	\$24,676	\$444	\$1,476	\$1,772	\$2,617	\$34,215
Benefits for CDEs	\$11,630	\$226	\$689	\$4,151	\$1,242	\$17,888
Payroll Taxes	\$2,030	\$40	\$123	\$736	\$223	\$3,152
Workers Compensation Insurance	\$1,772	\$34	\$102	\$621	\$186	\$2,715
Total Direct Labor-Related Costs	\$40,114	\$744	\$2,390	\$14,229	\$4,150	\$62,027
Direct Fuel Costs	\$2,044	\$12	\$106	\$109	\$137	\$4,118
Other Direct Costs	\$1,025	\$48	\$206	\$1,712	\$636	\$3,427
Depreciation - Collection Vehicles	\$61,839	\$210	\$642	\$3,822	\$1,191	\$68,614
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$68,630	\$210	\$642	\$3,822	\$1,191	\$74,615
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 7)						
General and Administrative (using 50% for Agency Costs)	\$20,330	\$333	\$4,288	\$7,444	\$999	\$33,394
Operation	\$1,045	\$49	\$306	\$1,786	\$703	\$3,449
Vehicle Maintenance	\$9,643	\$189	\$573	\$3,413	\$1,132	\$15,950
Container Maintenance (using 50% for Agency Costs)	\$2,999	\$17	\$174	\$1,029	\$144	\$4,323
Total Allocated Indirect Costs including Depreciation and Interest	\$37,017	\$579	\$5,241	\$13,392	\$2,978	\$59,207
Total Allocated Indirect Depreciation Costs (Form 7)	\$74	\$7	\$21	\$121	\$36	\$259
Annual Supplemental Cost Allocation (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$97,288	\$1,892	\$5,759	\$34,276	\$9,288	\$148,423
Profit (Insert Operating Ratio below)	\$18,264	\$199	\$684	\$4,798	\$675	\$24,620
96.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$115,552	\$2,091	\$6,443	\$39,074	\$10,013	\$173,040
Contractor Pass-Through Costs						
Interest Expense	\$1,208	\$47	\$136	\$809	\$273	\$2,473
Total Contractor Pass-Through Costs	\$1,208	\$47	\$136	\$809	\$273	\$2,473
TOTAL BASE CONTRACTOR'S COMPENSATION	\$116,760	\$2,138	\$6,579	\$39,883	\$10,286	\$175,513

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lids	Lids	Lids	Hours	Hours
2014	33,488	884	1,976	217	
2015	37,218	988	2,210	401	
2016	37,284	1,144	4,180	401	
Rolling Three-Year Average	36,000	1,005	2,955	366	

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. City of Burlingame Allocated Costs - Agency Facilities

Step 2: Index Based Adjustments					
FY CFS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CFS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CFS-W-Wages Adjustment	198.0%	198.0%	198.0%	198.0%	198.0%
FY CFS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CY CFS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CFS-W-Medical Adjustment	198.0%	198.0%	198.0%	198.0%	198.0%
FY CFS-U-Motor Fuel (2017 Listed as Example)	209,232	209,232	209,232	209,232	209,232
CY CFS-U-Motor Fuel (2017 Listed as Example)	209,232	209,232	209,232	209,232	209,232
CFS-U-Motor Fuel Adjustment	198.0%	198.0%	198.0%	198.0%	198.0%
FY CFS-U (2017 Listed as Example)	209,983	209,983	209,983	209,983	209,983
CY CFS-U (2017 Listed as Example)	209,983	209,983	209,983	209,983	209,983
CFS-U Adjustment	198.0%	198.0%	198.0%	198.0%	198.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Dry Box Services (All Materials)	Yards and Events	Agency Facilities Total
	B	C	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$24,878	\$494	\$1,474	\$8,772	\$2,037	\$38,265
Benefits for CBAs	\$11,630	\$230	\$699	\$4,139	\$1,242	\$17,980
Payroll Taxes	\$2,070	\$40	\$123	\$736	\$213	\$3,182
Workers Compensation Insurance	\$1,722	\$34	\$102	\$622	\$182	\$2,562
Total Direct Labor-Related Costs	\$40,300	\$798	\$2,398	\$14,229	\$4,674	\$62,809
Direct Fuel Costs						
Other Direct Costs	\$1,021	\$19	\$58	\$1,712	\$436	\$2,836
Depreciation - Collection Vehicles	\$39,839	\$231	\$642	\$3,822	\$1,199	\$46,633
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$10,639	\$211	\$642	\$3,822	\$1,199	\$16,613
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From F)						
General and Administrative (using 50% for Agency Costs)	\$25,509	\$511	\$1,201	\$7,144	\$999	\$35,364
Operations	\$3,063	\$61	\$166	\$1,786	\$592	\$5,568
Vehicle Maintenance	\$9,640	\$188	\$573	\$3,413	\$1,130	\$14,944
Container Maintenance (using 50% for Agency Costs)	\$2,919	\$57	\$173	\$1,029	\$344	\$4,522
Total Allocated Indirect Costs including Depreciation and Interest	\$41,131	\$817	\$2,113	\$13,392	\$3,067	\$60,520
Total Allocated Indirect Depreciation Costs (From F)	\$34	\$7	\$21	\$121	\$36	\$141
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$97,299	\$1,615	\$4,516	\$44,276	\$9,299	\$166,805
Profit (Insert Operating Ratio below)	\$16,264	\$325	\$844	\$4,896	\$975	\$23,304
	90.5%					
Total Operating Costs before Pass-Through Cost Allocation	\$113,563	\$1,940	\$5,360	\$49,172	\$10,274	\$190,109
Contractor Pass-Through Costs						
Interest Expense	\$2,216	\$41	\$126	\$619	\$213	\$3,215
Total Contractor Pass-Through Costs	\$4,228	\$82	\$152	\$688	\$222	\$5,372
TOTAL BASE CONTRACTOR'S COMPENSATION	\$117,791	\$2,022	\$5,512	\$48,484	\$10,496	\$195,481

SRWMA COLLECTION AGREEMENT

Proposed Compensation

2022

B. City of Burlingame Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments					
	2014	2015	2016	2017	2018
2014	31,489	884	1,976	297	
2015	37,238	988	2,230	400	
2016	37,284	1,344	4,690	401	
Prior Year Rolling Three-Year Average	36,009	1,005	2,965	366	
2014	31,489	884	1,976	297	
2015	37,238	988	2,230	400	
2016	37,284	1,344	4,690	401	
Current Year Rolling Three-Year Average	36,009	1,005	2,965	366	
100% Service Level Adjustment Factor	(100.0%)	(100.0%)	(100.0%)	(100.0%)	1
95% Service Level Adjustment Factor	(100.0%)	(100.0%)	(100.0%)	(100.0%)	1

Agency Facilities	Cost and Disposal	Cost and Disposal	Cost and Disposal	Total Disposal	Vehicle and Fleet	Agency Facilities Total
	Waste	Organic Materials	Recyclable Materials	Services (All Materials)		
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CDAs	\$24,878	\$894	\$1,476	\$4,772	\$2,617	\$36,201
Benefits for CDAs	\$11,636	\$226	\$489	\$4,391	\$1,242	\$17,894
Payroll Taxes	\$2,970	\$40	\$133	\$736	\$222	\$3,901
Workers Compensation Insurance	\$1,722	\$28	\$102	\$322	\$159	\$2,333
Total Direct Labor-Related Costs	\$41,206	\$988	\$2,399	\$14,220	\$8,330	\$67,843
Direct Fuel Costs						
	\$2,694	\$72	\$138	\$109	\$157	\$4,170
Other Direct Costs						
Depreciation - Collection Vehicles	\$14,839	\$211	\$640	\$3,833	\$1,310	\$16,833
Depreciation - Computers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$10,839	\$211	\$640	\$3,832	\$1,310	\$16,832
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From N)						
Operational Administration (using 50% of Agency Costs)	\$25,710	\$293	\$1,210	\$7,194	\$399	\$34,906
Operations	\$1,663	\$89	\$360	\$1,786	\$192	\$3,990
Vehicle Maintenance	\$1,682	\$188	\$173	\$1,413	\$1,212	\$4,668
Customer Maintenance (using 50% of Agency Costs)	\$2,919	\$17	\$173	\$1,029	\$164	\$4,322
Total Allocated Indirect Costs including Depreciation and Interest	\$34,984	\$587	\$2,316	\$11,342	\$2,867	\$52,096
Total Allocated Indirect Depreciation Costs (From N)	\$154	\$7	\$20	\$125	\$36	\$342
Annual Implementation Cost Assumptions (From N)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$97,290	\$1,682	\$4,738	\$24,774	\$9,298	\$146,432
Profit (Insert Operating Ratio below)	\$16,294	\$198	\$694	\$3,798	\$175	\$18,069
Total Operating Costs before Pass-Through Cost Allocation	\$113,584	\$1,880	\$5,432	\$28,572	\$10,263	\$164,501
Contractor Pass-Through Costs						
Interest Expense	\$2,238	\$45	\$136	\$100	\$230	\$3,149
Total Contractor Pass-Through Costs	\$2,238	\$45	\$136	\$100	\$230	\$3,149
TOTAL BASE CONTRACTOR'S COMPENSATION	\$115,822	\$1,925	\$5,568	\$28,672	\$10,493	\$167,651

MSWMA COLLECTION AGREEMENT

Proposed Compensation

2021

B. City of East Palo Alto Allocated Costs - SFD

Statistics Used for Year 2021 Cost Allocation Only					Total
City # of accounts	4,135	4,164	4,111	1,647	4,180
MSWMA # of accounts	94,180	94,172	94,721	29,304	94,340
City # of accounts %	4.4%	4.4%	4.4%	3.8%	4.4%
City Total Route Labor hours year	2,436.59	1,872.18	1,956.01	728.08	6,993
MSWMA Total Route Labor hours year	46,270.55	42,856.20	39,114.12	13,045.24	141,286
City Total Route Labor hours year %	3.3%	4.4%	3.8%	3.4%	3.0%
City # of route hours/year	2,185.18	1,615.79	1,842.89	728.08	6,407
MSWMA # of route hours/year	42,847.89	38,369.04	34,549.94	13,045.24	128,212
City Total Route Labor hours year %	3.3%	4.2%	3.3%	3.8%	3.0%
City Total Containers in Service	4,222	4,176	4,207	1,647	14,252
MSWMA Total Containers in Service	96,806	96,284	99,941	29,304	312,535
City Total Containers in Service %	4.4%	4.3%	4.2%	3.8%	4.4%

Single Family Dwelling	Full Year	Deprec. Amortizable Months	Deprec. Materials (including Double Time)	Two (or Call) Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CDAs	\$294,183	\$1,161,311	\$1,111,993	\$30,000	\$1,266,487
Benefits for CDAs	\$94,427	\$67,298	\$64,122	\$24,570	\$226,417
Payroll Taxes	\$27,063	\$11,608	\$11,311	\$4,396	\$54,378
Workers Compensation Insurance	\$11,562	\$5,593	\$5,085	\$3,267	\$25,507
Total Direct Labor-Related Costs	\$426,235	\$1,845,810	\$1,793,511	\$62,233	\$2,107,775
Other Direct Costs					
Direct Fuel Costs	\$20,428	\$18,045	\$18,114	\$2,366	\$58,953
Other Direct Costs	\$21,429	\$21,364	\$20,446	\$1,784	\$75,023
Depreciation - Collection Vehicles	\$41,987	\$24,729	\$29,663	\$2,081	\$98,460
Depreciation - Computers	\$11,708	\$11,096	\$13,071	\$0	\$35,875
Depreciation for Collection Equipment	\$43,795	\$34,724	\$43,376	\$2,081	\$123,976
Total	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (excluding Depreciation and Interest) (Form 9)					
General and Administrative	\$76,566	\$91,327	\$92,262	\$1,075	\$261,230
Operations	\$14,465	\$14,214	\$14,333	\$400	\$33,412
Vehicle Maintenance	\$11,176	\$10,992	\$10,550	\$1,346	\$34,064
Contract Maintenance	\$11,117	\$11,484	\$10,876	\$596	\$34,073
Total Allocated Indirect Costs (excluding Depreciation and Interest)	\$113,264	\$137,017	\$127,021	\$3,417	\$480,720
Total Allocated Indirect Depreciation Costs (Form 9)	\$1,111	\$90	\$1,249	\$0	\$3,450
Annual Implementation Cost Amortization (Form 9)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$540,500	\$2,077,827	\$1,920,797	\$68,710	\$2,577,834
Profit (Insert Operating Ratio below)	96.5%	\$79,287	\$47,914	\$48,977	\$104,178
Total Proposed Costs before Pass-Through Cost Allocation	\$619,787	\$2,125,114	\$1,969,774	\$117,680	\$2,682,012
Contractor Pass-Through Costs					
Interest Expense	\$10,495	\$1,007	\$10,497	\$100	\$12,100
Total Contractor Pass-Through Costs	\$10,495	\$1,007	\$10,497	\$100	\$12,200
TOTAL BASE CONTRACTOR'S COMPENSATION	\$630,282	\$2,126,121	\$1,980,271	\$117,780	\$2,694,212

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Accounts	Accounts	Accounts	
2019	4,135	4,135	4,135	
2018	4,164	4,164	4,164	
2016	4,180	4,180	4,180	
Rolling Three-Year Average	4,163	4,163	4,163	

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. City of East Palo Alto Allocated Costs - SFD

Step 1: Index Based Adjustments				
FY CY19-W-Wages (2017 Listed as Example)	264.17%	264.17%	264.17%	264.17%
FY CY19-W-Wages (2017 Listed as Example)	264.17%	264.17%	264.17%	264.17%
FY19-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
FY CY19-W-Medical (2017 Listed as Example)	477.81%	477.81%	477.81%	477.81%
FY CY19-W-Medical (2017 Listed as Example)	477.81%	477.81%	477.81%	477.81%
CY19-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
FY CY19-U-Motor Fuel (2017 Listed as Example)	209.25%	209.25%	209.25%	209.25%
FY CY19-U-Motor Fuel (2017 Listed as Example)	209.25%	209.25%	209.25%	209.25%
CY19-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
FY CY19-U (2017 Listed as Example)	219.98%	219.98%	219.98%	219.98%
FY CY19-U (2017 Listed as Example)	219.98%	219.98%	219.98%	219.98%
CY19-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	2019 Wages	Targeted Escalable Materials	Current Materials (Including Indexer Diesel)	Two-Cost Call Collection Fees	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CBAs	\$294,301	\$1,791,701	\$1,911,992	\$70,000	\$2,076,994
Benefits for CBAs	\$64,431	\$67,248	\$64,632	\$26,799	\$223,110
Pension Taxes	\$17,801	\$11,408	\$11,301	\$1,106	\$34,616
Workers Compensation Insurance	\$15,262	\$1,000	\$1,000	\$1,252	\$17,514
Total Direct Labor-Related Costs	\$391,795	\$2,471,357	\$2,600,525	\$99,157	\$3,462,734
Direct Fuel Costs	\$26,828	\$16,947	\$16,334	\$2,366	\$56,475
Other Direct Costs	\$27,429	\$25,764	\$24,446	\$1,764	\$79,403
Depreciation - Collection Vehicles	\$19,087	\$24,729	\$29,945	\$2,186	\$86,947
Depreciation - Computers	\$11,708	\$11,708	\$13,970	\$0	\$37,386
Depreciation for Collection Equipment	\$42,791	\$36,721	\$43,376	\$2,180	\$124,072
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From B)					
General and Administrative	\$79,536	\$91,327	\$92,262	\$4,071	\$266,196
Operations	\$19,441	\$14,208	\$15,113	\$814	\$14,576
Vehicle Maintenance	\$70,176	\$39,992	\$36,916	\$1,108	\$104,792
Contract Maintenance	\$11,117	\$11,488	\$10,876	\$780	\$34,051
Total Allocated Indirect Costs including Depreciation and Interest	\$119,270	\$156,925	\$159,167	\$7,773	\$424,724
Total Allocated Indirect Depreciation Costs (From B)	\$1,111	\$181	\$1,189	\$11	\$3,342
Annual Depreciation Cost Assumptions (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$540,744	\$2,729,209	\$2,760,867	\$106,930	\$3,277,860
Profit (Insert Operating Ratio below)	36.5%	\$19,287	\$17,814	\$18,677	\$18,677
Total Proposed Costs before Pass-Through Cost Allocation	\$629,231	\$2,948,096	\$2,979,541	\$125,607	\$3,396,445
Contractor Pass-Through Costs					
Interest Expense	\$10,491	\$1,007	\$10,487	\$111	\$12,096
Total Contractor Pass-Through Costs	\$10,491	\$1,007	\$10,487	\$111	\$12,096
TOTAL BASE CONTRACTOR'S COMPENSATION	\$639,722	\$2,949,103	\$2,990,028	\$125,718	\$3,408,541

SBMWA COLLECTION AGREEMENT

Proposed Compensation

2021

B. City of East Palo Alto Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	4,153	4,153	4,153	
2015	4,164	4,164	4,164	
2016	4,186	4,186	4,186	
Prior Year Rolling Three-Year Average	4,168	4,168	4,168	
	Accounts	Accounts	Accounts	
2014	4,153	4,153	4,153	
2015	4,164	4,164	4,164	
2016	4,186	4,186	4,186	
Current Year Rolling Three-Year Average	4,168	4,168	4,168	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1

Single Family Dwelling	Single Family Dwelling				Single Family Dwelling Total	
	Total Waste	Target Recyclable Materials	Organic Materials (Including Holiday Tons)	Two On Call Collection Trips		
	A	B	C	D		
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CMs	\$24,381	\$130,517	\$135,895	\$70,000	\$129,993	
Bonuses for CMs	\$94,421	\$67,268	\$64,622	\$26,436	\$252,647	
Payroll Taxes	\$17,863	\$11,608	\$11,303	\$4,006	\$44,999	
Workers Compensation Insurance	\$14,262	\$1,000	\$1,000	\$1,512	\$17,774	
Total Direct Labor-Related Costs	\$150,927	\$210,393	\$223,820	\$102,954	\$605,613	
Direct Fuel Costs	\$20,828	\$18,987	\$18,534	\$2,966	\$59,315	
Other Direct Costs	\$27,429	\$23,784	\$24,446	\$1,784	\$77,423	
Depreciation - Collection Vehicles	\$16,087	\$24,729	\$29,405	\$2,081	\$87,601	
Depreciation - Containers	\$11,768	\$11,996	\$13,076	\$0	\$37,676	
Depreciation for Collection Equipment	\$42,791	\$46,720	\$44,976	\$2,089	\$121,576	
Lease	\$0	\$0	\$0	\$0	\$0	
Allocated Indirect Costs (excluding Depreciation and Interest (From %))						
Utilities/Utilities Administration	\$79,296	\$85,927	\$82,262	\$4,975	\$250,460	
Operations	\$18,467	\$16,256	\$19,333	\$831	\$54,786	
Vehicle Maintenance	\$31,276	\$30,952	\$36,956	\$1,388	\$104,754	
Container Maintenance	\$11,117	\$11,488	\$10,876	\$786	\$34,667	
Total Allocated Indirect Costs (excluding Depreciation and Interest)	\$140,156	\$145,623	\$149,427	\$7,979	\$449,726	
Total Allocated Indirect Depreciation Costs (From %)	\$1,711	\$181	\$1,384	\$11	\$3,147	
Annual Implementation Cost (see Worksheet From A)	\$0	\$0	\$0	\$0	\$0	
Total Annual Cost of Operations	\$365,744	\$467,869	\$487,997	\$198,932	\$1,073,602	
Profit (Insert Operating Ratio Below)	99.5%	\$94,887	\$47,814	\$48,877	\$18,517	\$164,996
Total Proposed Costs before Pass-Through Cost Allocation	\$270,857	\$369,882	\$356,874	\$149,759	\$1,238,598	
Contractor Pass-Through Costs						
Interest Expense	\$11,491	\$1,467	\$13,687	\$10	\$26,754	
Total Contractor Pass-Through Costs	\$11,491	\$1,467	\$13,687	\$10	\$26,754	
TOTAL BASE CONTRACTOR'S COMPENSATION	\$259,366	\$368,415	\$343,187	\$149,749	\$1,211,844	

SBMA COLLECTION AGREEMENT Proposed Compensation 2021
D. City of East Palo Alto Allocated Costs - MFD & Commercial

Step 1: Index Based Adjustments					
PY CFS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CFS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CFS-W-Wages Adjustment	198.8%	198.8%	198.8%	198.8%	198.8%
PY CFS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CY CFS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CFS-W-Medical Adjustment	198.8%	198.8%	198.8%	198.8%	198.8%
PY CFS-U-Misc Fee (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CFS-U-Misc Fee (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CFS-U-Misc Fee Adjustment	198.8%	198.8%	198.8%	198.8%	198.8%
PY CFS-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CY CFS-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CFS-U Adjustment	198.8%	198.8%	198.8%	198.8%	198.8%

MFD & Commercial	Cost of the Solid Waste	Cost of the Recyclable Materials	Cost of the Organic Materials (Including Public Good)	Total Drop Box Revenue (100 Materials)	Two-Or-Call Collection Fees	MFD & Commercial Total
	F	G	H	I	J	
Annual Cost of Operations						
<i>Direct Labor Related Costs</i>						
Wages for CMA	\$19,549	\$48,299	\$19,342	\$21,367	\$8,878	\$230,487
Benefits for CMA	\$75,560	\$19,767	\$19,690	\$8,333	\$1,969	\$112,762
Payroll Taxes	\$1,188	\$1,677	\$1,343	\$1,969	\$671	\$20,341
Workers Compensation Insurance	\$1,202	\$1,610	\$1,220	\$1,679	\$122	\$12,586
Total Direct Labor Related Costs	\$278,576	\$79,352	\$29,595	\$33,348	\$13,200	\$485,996
<i>Direct Fuel Costs</i>						
Other Direct Costs	\$19,113	\$4,642	\$2,202	\$2,269	\$878	\$29,114
<i>Other Direct Costs</i>						
Depreciation - Collection Vehicles	\$21,574	\$6,967	\$3,936	\$3,623	\$836	\$38,939
Depreciation - Containers	\$1,000	\$1,300	\$7,800	\$0	\$289	\$14,389
Depreciation for Collection Equipment	\$21,600	\$10,272	\$11,733	\$3,623	\$1,044	\$33,675
Total	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From N)						
General and Administrative	\$12,240	\$10,807	\$12,420	\$15,362	\$1,679	\$216,968
Operation	\$7,364	\$4,411	\$1,380	\$1,619	\$142	\$21,752
Vehicle Maintenance	\$14,476	\$8,813	\$19,684	\$10,809	\$673	\$45,390
Container Maintenance	\$4,529	\$7,192	\$14,580	\$4,988	\$241	\$20,520
Total Allocated Indirect Costs including Depreciation and Interest	\$19,709	\$15,623	\$14,324	\$37,334	\$2,144	\$315,190
Total Allocated Indirect Depreciation Costs (From N)	\$477	\$283	\$291	\$407	\$21	\$1,479
Annual Implementation Cost Amortization (From N)						
	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$798,876	\$147,114	\$188,475	\$183,388	\$19,347	\$945,972
Profit (Insert Operating Ratio below)	\$48,829	\$15,440	\$19,278	\$18,881	\$1,610	\$98,936
	98.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$48,829	\$15,440	\$19,278	\$18,881	\$1,610	\$98,936
Contractor Pass-Through Costs						
Interest Expense	\$1,113	\$1,134	\$1,700	\$1,183	\$141	\$17,192
Total Contractor Pass-Through Costs	\$1,113	\$1,134	\$1,700	\$1,183	\$141	\$17,192
TOTAL BASE CONTRACTOR'S COMPENSATION	\$48,829	\$15,440	\$19,278	\$18,881	\$1,610	\$98,936

SBWMA COLLECTION AGREEMENT **Proposed Compensation** **2021**
D. City of East Palo Alto Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments					
	2014	2015	2016	Prior Year Rolling Three-Year Average	Current Year Rolling Three-Year Average
2014	45,352	47,393	47,853	44,209	46,219
2015	45,784	47,393	47,853	44,209	46,219
2016	44,382	47,853	47,853	44,209	46,219
Prior Year Rolling Three-Year Average	44,209	46,219	46,219	44,209	46,219
2014	45,352	47,393	47,853	100.0%	100.0%
2015	45,784	47,393	47,853	100.0%	100.0%
2016	44,382	47,853	47,853	100.0%	100.0%
Current Year Rolling Three-Year Average	44,209	46,219	46,219	100.0%	100.0%
2017 Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%
2018 Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cost and Fee Total	Cost and Fee	Cost and Fee (Excess Materials (including Holiday Fees))	Total (Step Two Services (20 Materials))	Year-Over/Call Collection Events	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for O&As	\$176,309	\$164,099	\$163,342	\$213,367	\$8,075	\$216,447
Bonuses for O&As	\$75,580	\$19,797	\$5,680	\$8,355	\$5,969	\$111,782
Payroll Taxes	\$13,188	\$5,577	\$1,341	\$1,261	\$671	\$20,444
Workers Compensation Insurance	\$11,202	\$2,105	\$1,230	\$1,070	\$122	\$12,880
Total Direct Labor Related Costs	\$278,279	\$192,682	\$171,593	\$223,953	\$15,206	\$241,159
Direct Fuel Costs	\$19,117	\$8,442	\$2,203	\$2,209	\$978	\$29,159
Other Direct Costs	\$26,317	\$7,472	\$2,473	\$4,306	\$1,238	\$41,966
Depreciation - Collection Vehicles	\$21,534	\$6,967	\$3,930	\$3,621	\$856	\$36,910
Depreciation - Computers	\$4,946	\$3,594	\$7,461	\$0	\$389	\$14,990
Depreciation for Collection Equipment	\$27,646	\$16,272	\$11,184	\$3,621	\$1,044	\$31,870
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From N)						
General and Administrative	\$33,249	\$33,887	\$32,429	\$33,362	\$3,473	\$34,844
Operations	\$7,584	\$4,611	\$5,580	\$5,677	\$342	\$25,712
Vehicle Maintenance	\$14,426	\$8,811	\$10,664	\$10,809	\$633	\$45,391
Container Maintenance	\$4,329	\$3,742	\$14,380	\$4,988	\$240	\$20,222
Total Allocated Indirect Costs including Depreciation and Interest	\$59,588	\$51,051	\$62,053	\$57,036	\$5,356	\$111,580
Total Allocated Indirect Depreciation Costs (From N)	\$475	\$285	\$216	\$407	\$21	\$1,478
Annual Implementation Cost (Amortization) (From N)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$398,076	\$347,214	\$303,455	\$343,289	\$19,347	\$440,192
Profit (Insert Operating Ratio below)	\$48,429	\$15,448	\$19,278	\$18,831	\$2,831	\$86,782
Total Proposed Costs before Pass-Through Cost Allocation	\$446,505	\$362,662	\$322,711	\$334,881	\$22,178	\$526,974
Contractor Pass-Through Costs						
Interest Expense	\$1,011	\$2,314	\$1,700	\$1,143	\$341	\$11,592
Total Contractor Pass-Through Costs	\$1,011	\$2,314	\$2,700	\$1,883	\$346	\$17,895
TOTAL BASE CONTRACTOR'S COMPENSATION	\$447,516	\$364,976	\$325,411	\$336,764	\$22,524	\$544,869

SPPMA COLLECTION AGREEMENT Proposed Compensation 2022

B. City of East Palo Alto Allocated Costs - Agency Facilities

Trends Used for Year 2021 Cost Allocation Only	
City # of LDU per year	2,348
SPPMA # LDU per year (summed for Vendor/Truck)	16,743
City # of LDU per year %	14%
City Total Brakes Labeled Every Year	32,813
SPPMA Total Brakes Labeled Every Year	276,000
City Total Brakes Labeled Every Year %	12%
City # of loads every year	31,377
SPPMA # of loads every year	239,511
City # of loads every year %	13%
City # of Containers	7
SPPMA # of Containers	128
City # of Containers %	5%
Totals	3,224.00

Agency Facilities	Cost and Inv Sold	Cost and Inv	Cost and Inv	Cost and Inv	Cost and Inv	Agency Facilities
	Months	Diagnostic Months	Diagnostic Months	Diagnostic Months	Diagnostic Months	Total
Annual Cost of Operations						
Fixed Labor-Related Costs						
Wages for OHA	\$226	\$0	\$17	\$176	\$176	\$1,139
Benefits for OHA	\$110	\$0	\$11	\$112	\$112	\$116
Paid Time	\$20	\$0	\$2	\$22	\$22	\$21
Workers' Compensation Insurance	\$12	\$0	\$1	\$13	\$13	\$12
Total Fixed Labor-Related Costs	\$368	\$0	\$30	\$364	\$364	\$1,400
Other Fixed Costs	\$49	\$0	\$0	\$49	\$49	\$229
Other (Other Costs)	\$12	\$0	\$11	\$11	\$11	\$11
Depreciation - Collection Vehicle	\$195	\$0	\$22	\$173	\$173	\$1,000
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$194	\$0	\$22	\$172	\$172	\$1,000
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Interest (Rate %))						
General and Administrative (only 50% for Agency Costs)	\$175	\$0	\$18	\$157	\$157	\$2,778
Operations	\$12	\$0	\$11	\$11	\$11	\$11
Vehicle Maintenance	\$176	\$0	\$20	\$156	\$156	\$1,000
Utilities Maintenance (only 50% for Agency Costs)	\$0	\$0	\$0	\$0	\$0	\$0
Total Allocated Indirect Costs (including Depreciation and Interest)	\$363	\$0	\$49	\$314	\$314	\$4,400
Total Allocated Indirect Depreciation Costs (Rate %)	\$0	\$0	\$1	\$1	\$1	\$1
Annual Indirects (Cost Allocation) (Rate %)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,330	\$0	\$176	\$1,154	\$1,154	\$7,400
Profit (Insert Operating Ratio below)	\$144	\$0	\$18	\$126	\$126	\$825
Total Operating Costs before Pass-Through Cost Allocation	\$1,474	\$0	\$194	\$1,280	\$1,280	\$8,225
Contractor Pass-Through Costs	\$11	\$0	\$1	\$10	\$10	\$110
Interest Expense	\$1	\$0	\$1	\$1	\$1	\$10
Total Contractor Pass-Through Costs	\$12	\$0	\$2	\$10	\$10	\$120
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,486	\$0	\$196	\$1,290	\$1,290	\$8,345

Service Level Statistics Used for Future Service Level Cost Adjustments	
2014	2,352
2015	2,406
2016	2,348
Rolling Three-Year Average	2,379

SEWMA COLLECTION AGREEMENT Proposed Compensation 2021

B. City of East Palo Alto Allocated Costs - Agency Facilities

Step 1: Initial Based Adjustments					
	W	X	Y	Z	AA
CP1 CP1-30 Wages (2017 Listed as Example)	244,176	244,176	244,176	244,176	244,176
CP1 CP1-30 Major (2017 Listed as Example)	244,176	244,176	244,176	244,176	244,176
CP1-30: Major Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
CP1 CP1-30 Medical (2017 Listed as Example)	477,811	477,811	477,811	477,811	477,811
CP1 CP1-30 Medical (2017 Listed as Example)	477,811	477,811	477,811	477,811	477,811
CP1-30: Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
CP1 CP1-30 Union Prod (2017 Listed as Example)	209,212	209,212	209,212	209,212	209,212
CP1 CP1-30 Union Prod (2017 Listed as Example)	209,212	209,212	209,212	209,212	209,212
CP1-30: Union Prod Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
CP1 CP1-31 (2017 Listed as Example)	249,183	249,183	249,183	249,183	249,183
CP1-31: Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cost and This Total		Cost and This		Cost and This		Cost and This		Total Through		Agency Facilities	
	W	X	Y	Z	AA	BB	CC	DD	EE	FF	GG	Total
Annual Cost of Operations												
Street Light Related Costs												
Wages for O&M	\$226	\$0	\$27	\$0	\$27	\$0	\$27	\$0	\$27	\$0	\$27	\$1,176
Supplies for O&M	\$130	\$0	\$13	\$0	\$13	\$0	\$13	\$0	\$13	\$0	\$13	\$130
Travel Costs	\$28	\$0	\$3	\$0	\$3	\$0	\$3	\$0	\$3	\$0	\$3	\$28
Vehicle Maintenance	\$12	\$0	\$2	\$0	\$2	\$0	\$2	\$0	\$2	\$0	\$2	\$12
Total Street Light Related Costs	\$196	\$0	\$45	\$0	\$45	\$0	\$45	\$0	\$45	\$0	\$45	\$1,344
Street Pad Costs	\$49	\$0	\$6	\$0	\$6	\$0	\$6	\$0	\$6	\$0	\$6	\$229
Other Street Costs	\$12	\$0	\$1	\$0	\$1	\$0	\$1	\$0	\$1	\$0	\$1	\$12
Depreciation - Collection Vehicles	\$195	\$0	\$22	\$0	\$22	\$0	\$22	\$0	\$22	\$0	\$22	\$900
Depreciation - Computers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$195	\$0	\$22	\$0	\$22	\$0	\$22	\$0	\$22	\$0	\$22	\$900
Line	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Line 6)												
Interest and Amortization Using 10% for Agency Costs	\$875	\$0	\$14	\$0	\$14	\$0	\$14	\$0	\$14	\$0	\$14	\$2,719
Operations	\$42	\$0	\$5	\$0	\$5	\$0	\$5	\$0	\$5	\$0	\$5	\$42
Vehicle Maintenance	\$15	\$0	\$2	\$0	\$2	\$0	\$2	\$0	\$2	\$0	\$2	\$15
Customer Maintenance Using 10% for Agency Costs	\$48	\$0	\$8	\$0	\$8	\$0	\$8	\$0	\$8	\$0	\$8	\$206
Total Allocated Indirect Costs including Depreciation and Interest	\$985	\$0	\$33	\$0	\$33	\$0	\$33	\$0	\$33	\$0	\$33	\$4,400
Total Allocated Indirect Depreciation Costs (Line 9)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Depreciation Cost (Amortization) (Line 10)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$6,310	\$0	\$176	\$0	\$176	\$0	\$176	\$0	\$176	\$0	\$176	\$7,668
Profit (Insert Operating Ratio below)	\$160	\$0	\$18	\$0	\$18	\$0	\$18	\$0	\$18	\$0	\$18	\$625
Total Operating Costs Inflow Pass Through Cost Allocation	\$6,470	\$0	\$194	\$0	\$194	\$0	\$194	\$0	\$194	\$0	\$194	\$8,293
Contractor Pass-Through Costs												
Street Expenses	\$45	\$0	\$5	\$0	\$5	\$0	\$5	\$0	\$5	\$0	\$5	\$176
Total Contractor Pass-Through Costs	\$45	\$0	\$5	\$0	\$5	\$0	\$5	\$0	\$5	\$0	\$5	\$176
TOTAL BASE CONTRACTOR'S COMPENSATION	\$6,515	\$0	\$199	\$0	\$199	\$0	\$199	\$0	\$199	\$0	\$199	\$8,469

Proposed Compensation 2021

D. City of East Palo Alto Allocated Costs - Agency Facilities

Step 3: Service Level Adjustments					
	2014	2015	2016	Thru-2016 Average	2021
Cost and the Total Waste	2,342	2,496	2,548	2,479	2,479
Cost and the Solid Waste	152	8	6	17	17
Cost and the Facility Materials	152	8	6	17	17
Cost and the Knowledge Materials	152	8	6	17	17
Cost and the Systems and Tools	152	8	6	17	17
Cost and the Total	2,342	2,496	2,548	2,479	2,479
2021 Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%
2021 Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cost and the Total Waste	Cost and the Solid Waste	Cost and the Facility Materials	Cost and the Knowledge Materials	Cost and the Systems and Tools	Total Direct Costs (All Materials)	Agency Facilities Total
Annual Cost of Operations							
Wages for O&M	\$226	\$0	\$0	\$27	\$0	\$253	\$1,779
Benefits for O&M	\$110	\$0	\$0	\$13	\$0	\$123	\$816
Fuel for O&M	\$29	\$0	\$0	\$3	\$0	\$32	\$211
Travel	\$142	\$0	\$0	\$14	\$0	\$156	\$1,046
Other Fuel Costs	\$49	\$0	\$0	\$6	\$0	\$55	\$379
Other Direct Costs	\$02	\$0	\$0	\$11	\$0	\$13	\$811
Depreciation - Collection Vehicles	\$115	\$0	\$0	\$12	\$0	\$127	\$846
Depreciation - Ladders	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$115	\$0	\$0	\$12	\$0	\$127	\$846
Loss	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Interest) From %							
General and Administrative (avg. 10% for Agency Costs)	\$279	\$0	\$0	\$34	\$0	\$313	\$2,076
Vehicle Maintenance	\$12	\$0	\$0	\$1	\$0	\$13	\$84
Customer Maintenance (avg. 10% for Agency Costs)	\$12	\$0	\$0	\$1	\$0	\$13	\$84
Total Allocated Indirect Costs (including Depreciation and Interest)	\$303	\$0	\$0	\$35	\$0	\$338	\$2,214
Total Allocated Indirect Depreciation Costs From %	\$0	\$0	\$0	\$1	\$0	\$1	\$10
Annual Supplemental Cost Allocation From %	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$629	\$0	\$0	\$75	\$0	\$704	\$4,706
Profit (Insert Operating Ratio Below)	\$162	\$0	\$0	\$19	\$0	\$181	\$1,162
Total Operating Costs Before Pass Through Cost Allocation	\$791	\$0	\$0	\$94	\$0	\$885	\$5,868
Contractor Pass-Through Costs	\$45	\$0	\$0	\$5	\$0	\$50	\$319
Total Contractor Pass-Through Costs	\$45	\$0	\$0	\$5	\$0	\$50	\$319
TOTAL BASE CONTRACTOR'S COMPENSATION	\$836	\$0	\$0	\$99	\$0	\$935	\$6,207

SRWMA COLLECTION AGREEMENT

Proposed Compensation

2023

D. City of Foster City Allocated Costs - SFID

	Statistics Used for Year 2023 Cost Allocation Only				Total
	2018	2019	2020	2021	
City # of accounts	6,760	6,758	5,918	5,907	4,780.00
SRWMA # of accounts	94,380	94,372	90,720	29,304	94,580.00
City # of accounts %	7.2%	7.2%	6.2%	6.2%	7.2%
City Total Route Labor hours year	2,949.75	3,073.43	2,149.07	863.04	9,035.29
SRWMA Total Route Labor hours year	40,232.35	42,856.24	35,114.12	13,040.24	140,244.11
City Total Route Labor hours year %	6.4%	7.2%	3.3%	6.3%	6.4%
City # of miles in-service	2,093.82	2,347.04	1,858.94	863.04	3,944.84
SRWMA # of miles in-service	42,847.89	38,180.04	34,949.14	13,040.24	129,222.03
City Total Miles in-service year %	6.3%	6.0%	3.3%	6.3%	6.3%
City Total Contributions in Service	6,776	6,780	5,640	1,907	21,070.00
SRWMA Total Contributions in Service	96,806	96,234	99,943	29,304	322,330.00
City Total Contributions in Service %	7.0%	7.0%	5.6%	6.3%	6.5%

Single Family Dwelling	Total Waste	Targeted Recyclable Materials	Organic Materials (Including Holiday Trees)	Two Or Call Collective Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CMs	\$241,430	\$229,033	\$149,438	\$27,973	\$648,876
Benefits for CMs	\$154,323	\$150,429	\$76,341	\$31,282	\$322,275
Payroll Taxes	\$20,588	\$19,036	\$12,432	\$4,824	\$36,880
Workers Compensation Insurance	\$17,633	\$16,328	\$10,662	\$4,233	\$48,756
Total Direct Labor-Related Costs	\$394,980	\$374,826	\$248,873	\$68,312	\$1,112,752
Direct Fuel Costs	\$25,754	\$27,758	\$18,894	\$2,794	\$37,195
Other Direct Costs	\$33,057	\$36,536	\$24,059	\$4,381	\$98,033
Depreciation - Collection Vehicles	\$38,437	\$38,640	\$29,863	\$2,521	\$109,461
Depreciation - Containers	\$18,763	\$19,768	\$18,730	\$0	\$36,961
Depreciation for Collection Equipment	\$37,224	\$37,427	\$48,593	\$2,525	\$165,769
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From F)					
General Administration	\$23,270	\$23,036	\$13,134	\$4,724	\$171,401
Operations	\$21,738	\$21,944	\$19,361	\$962	\$68,147
Vehicle Maintenance	\$41,495	\$47,673	\$37,272	\$2,838	\$130,279
Container Maintenance	\$17,037	\$18,567	\$14,590	\$678	\$33,262
Total Allocated Indirect Costs including Depreciation and Interest	\$103,540	\$111,220	\$85,357	\$8,942	\$348,189
Total Allocated Indirect Depreciation Costs (From F)	\$1,374	\$1,399	\$1,239	\$39	\$4,112
Annual Implementation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$729,027	\$728,869	\$538,479	\$116,802	\$2,604,897
Profit (Insert Operating Ratio Below)	96.5%	\$704,586	\$514,436	\$112,278	\$219,814
Total Proposed Costs before Pass-Through Cost Allocation	\$662,644	\$719,548	\$572,967	\$128,524	\$2,385,083
Contractor Pass-Through Costs					
Direct Expense	\$14,034	\$14,084	\$13,953	\$0	\$40,015
Total Contractor Pass-Through Costs	\$14,034	\$14,084	\$13,953	\$0	\$40,015
TOTAL BASE CONTRACTOR'S COMPENSATION	\$676,678	\$733,632	\$586,920	\$128,524	\$2,425,098

Service Level Statistics Used for Future Service Level Cost Adjustments			
	Accounts	Accounts	Accounts
2018	6,747	6,747	6,747
2019	6,787	6,787	6,787
2020	6,760	6,760	6,760
Rolling Three-Year Average	6,765	6,765	6,765

Proposed Compensation 2023

B. City of Foster City Allocated Costs - SF2

Step 1: Index Based Adjustments			
	A	B	C
FC OS-W Wages (2017) Lined as Example)	264,176	264,176	264,176
FC OS-W Wages (2017) Lined as Example)	264,176	264,176	264,176
FC OS-W Regier A Adjustment	100.0%	100.0%	100.0%
FC OS-W Medical (2017) Lined as Example)	477,813	477,813	477,813
FC OS-W Medical (2017) Lined as Example)	477,813	477,813	477,813
FC OS-W Medical Adjustment	100.0%	100.0%	100.0%
FC OS-U Motor Fuel (2017) Lined as Example)	209,252	209,252	209,252
FC OS-U Motor Fuel (2017) Lined as Example)	209,252	209,252	209,252
FC OS-U Motor Fuel Adjustment	100.0%	100.0%	100.0%
FC OS-F (2017) Lined as Example)	201,983	201,983	201,983
FC OS-F (2017) Lined as Example)	201,983	201,983	201,983
FC OS-F Adjustment	100.0%	100.0%	100.0%

Single Family Dwelling	Total Wages		Targeted Recyclable Materials		Operate Materials (Including Mobile Collection Fees)		Total Usual Collection Fees		Single Family Dwelling Total
	A	B	A	B	C	B	B		
Annual Cost of Operations									
Direct Labor Related Costs									
Wages for OS-W	\$264,176	\$264,176	\$264,176	\$264,176	\$264,176	\$264,176	\$264,176	\$264,176	\$264,176
Health Insurance Costs	\$116,523	\$116,523	\$116,523	\$116,523	\$116,523	\$116,523	\$116,523	\$116,523	\$116,523
Food & Travel	\$26,508	\$26,508	\$26,508	\$26,508	\$26,508	\$26,508	\$26,508	\$26,508	\$26,508
Medical Compensation Insurance	\$12,038	\$12,038	\$12,038	\$12,038	\$12,038	\$12,038	\$12,038	\$12,038	\$12,038
Total Direct Labor Related Costs	\$439,245	\$439,245	\$439,245	\$439,245	\$439,245	\$439,245	\$439,245	\$439,245	\$439,245
Other Fuel Costs	\$209,252	\$209,252	\$209,252	\$209,252	\$209,252	\$209,252	\$209,252	\$209,252	\$209,252
Other Motor Costs	\$201,983	\$201,983	\$201,983	\$201,983	\$201,983	\$201,983	\$201,983	\$201,983	\$201,983
Depreciation - Collection Vehicles	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
Depreciation - Computers	\$18,700	\$18,700	\$18,700	\$18,700	\$18,700	\$18,700	\$18,700	\$18,700	\$18,700
Depreciation for Collection Equipment	\$17,224	\$17,224	\$17,224	\$17,224	\$17,224	\$17,224	\$17,224	\$17,224	\$17,224
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Insurance Fees %									
General and Administrative	\$136,278	\$136,278	\$136,278	\$136,278	\$136,278	\$136,278	\$136,278	\$136,278	\$136,278
Operations	\$22,708	\$22,708	\$22,708	\$22,708	\$22,708	\$22,708	\$22,708	\$22,708	\$22,708
Vehicle Maintenance	\$43,495	\$43,495	\$43,495	\$43,495	\$43,495	\$43,495	\$43,495	\$43,495	\$43,495
Customer Maintenance	\$17,917	\$17,917	\$17,917	\$17,917	\$17,917	\$17,917	\$17,917	\$17,917	\$17,917
Total Allocated Indirect Costs including Depreciation and Insurance	\$228,408	\$228,408	\$228,408	\$228,408	\$228,408	\$228,408	\$228,408	\$228,408	\$228,408
Total Allocated Indirect Depreciation Costs (From B)	\$1,074	\$1,074	\$1,074	\$1,074	\$1,074	\$1,074	\$1,074	\$1,074	\$1,074
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$729,927	\$729,927	\$729,927	\$729,927	\$729,927	\$729,927	\$729,927	\$729,927	\$729,927
Profit (Insert Operating Ratio below)	96.5%								
Total Proposed Costs before Pass-Through Cost Allocation	\$699,666	\$699,666	\$699,666	\$699,666	\$699,666	\$699,666	\$699,666	\$699,666	\$699,666
Contractor Pass-Through Costs									
Direct Expense	\$16,034	\$16,034	\$16,034	\$16,034	\$16,034	\$16,034	\$16,034	\$16,034	\$16,034
Total Contractor Pass-Through Costs	\$16,034	\$16,034	\$16,034	\$16,034	\$16,034	\$16,034	\$16,034	\$16,034	\$16,034
TOTAL BASE CONTRACTOR'S COMPENSATION	\$715,700	\$715,700	\$715,700	\$715,700	\$715,700	\$715,700	\$715,700	\$715,700	\$715,700

SERVIS COLLECTION AGREEMENT Proposed Compensation 2021

B. City of Escondido City-Allocated Costs - SER

Step 3: Service Level Adjustments			
	Accounts	Accounts	Accounts
2014	6,297	6,297	6,297
2015	6,297	6,297	6,297
2016	6,298	6,298	6,298
Prior Year Rolling Three-Year Average			6,295
2014	6,297	6,297	6,297
2015	6,297	6,297	6,297
2016	6,298	6,298	6,298
Current Year Rolling Three-Year Average			6,295
2021 Service Level Adjustment Factor			100.0%
2021 Service Level Adjustment Factor			100.0%

Single Family Dwelling	Single Family Dwelling	Typical Recyclable Materials	Organic Materials (Including Mulch Collection Costs)	Two-Car-Car Collection Costs	Single Family Dwelling Total
Annual Cost of Operations					
Direct Labor Related Costs					
Wages for O&M	\$207,470	\$207,470	\$140,408	\$177,470	\$632,818
Benefits for O&M	\$114,531	\$114,531	\$78,361	\$92,432	\$305,855
Fuel for O&M	\$20,500	\$20,500	\$14,432	\$16,824	\$52,256
Travel	\$22,000	\$22,000	\$15,500	\$18,000	\$55,500
Mobile Communications	\$100,000	\$100,000	\$70,000	\$81,000	\$251,000
Total Direct Labor Related Costs	\$464,501	\$464,501	\$318,701	\$385,726	\$1,332,728
Direct Fuel Costs	\$22,754	\$22,754	\$16,404	\$19,100	\$58,258
Other Direct Costs	\$10,000	\$10,000	\$7,000	\$8,000	\$25,000
Depreciation - Collection Vehicles	\$16,419	\$16,419	\$11,693	\$13,625	\$37,747
Depreciation - Computers	\$14,701	\$14,701	\$10,500	\$12,100	\$37,902
Depreciation for Collection Equipment	\$17,224	\$17,224	\$12,500	\$14,525	\$44,249
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)					
Administrative/Overhead	\$126,376	\$126,376	\$88,704	\$103,704	\$318,784
Operations	\$22,728	\$22,728	\$16,361	\$19,062	\$58,151
Vehicle Maintenance	\$41,491	\$41,491	\$29,272	\$33,838	\$104,592
Customer Incentives	\$17,817	\$17,817	\$12,800	\$14,878	\$45,495
Total Allocated Indirect Costs including Depreciation and Interest	\$215,412	\$215,412	\$154,737	\$186,082	\$665,621
Total Allocated Indirect/Depreciation Costs (Form 9)	\$1,104	\$1,104	\$792	\$919	\$2,809
Annual Supplemental Cost Allocation (Form A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$779,027	\$779,027	\$554,479	\$648,432	\$1,981,938
Profit (Insert Operating Ratio below)	\$76,309	\$76,309	\$54,426	\$63,779	\$194,823
Total Proposed Costs before Pass-Through Cost Allocation	\$855,336	\$855,336	\$608,905	\$712,211	\$2,176,761
Contractor Pass-Through Costs					
Recycled Curbs	\$14,014	\$14,014	\$10,127	\$11,811	\$35,956
Total Contractor Pass-Through Costs	\$14,014	\$14,014	\$10,127	\$11,811	\$35,956
TOTAL BASE CONTRACTOR'S COMPENSATION	\$869,350	\$869,350	\$619,032	\$724,022	\$2,212,717

SBWMA COLLECTION AGREEMENT Proposed Compensation 2015

D. City of Foster City Allocated Costs - MFD & Commercial

	Statistics Used for Year 2015 Cost Allocation Only					Total
	2014	2013	%	18	1,907	
City # of Accounts	314	310	%	18	1,907	3,151.00
SBWMA # Accounts	30,310	30,210	5,712	191	24,504	22,463.00
City # of Accounts %	3.7%	5.2%	6.4%	8.2%	6.2%	3.7%
City Total Hours Labor hours year	2,408.95	1,680.39	480.62	189.23	841.04	4,908.37
SBWMA Total Hours Labor hours year	67,671.85	27,111.92	6,756.65	6,167.13	13,043.24	67,507.63
City Total Hours Labor hours year %	3.6%	6.2%	7.6%	8.2%	6.2%	3.7%
City # of units hours/year	1,760.12	1,277.64	476.69	189.23	841.04	4,184.06
SBWMA # of units hours/year	11,807.06	27,203.12	6,046.06	6,167.13	13,043.24	68,763.37
City # of units hours/year %	3.6%	6.2%	7.6%	8.2%	6.2%	4.7%
City Total Customers in Service	767	1,235	126	40	1,907	2,148.00
SBWMA Total Customers in Service	17,216.00	19,703.00	2,059.00	193.00	24,504.00	18,353.00
City Total Customers in Service %	4.4%	6.2%	7.2%	11.8%	6.2%	3.7%

MFD & Commercial	Cost and the Solid Waste	Cost and the Recyclable Materials	Cost and the Organic Materials (including Holiday Time)	Total Drop Box Services (All Materials)	True On-Call Collection Events	MFD & Commercial Total
	F	F	G	H	J	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CDAs	\$215,744	\$125,268	\$11,121	\$30,992	\$9,345	\$473,470
Bonuses for CDAs	\$121,644	\$56,309	\$16,718	\$19,987	\$4,296	\$219,964
Payroll Taxes	\$21,278	\$15,422	\$4,420	\$2,976	\$777	\$49,873
Workers Compensation Insurance	\$18,201	\$8,521	\$2,782	\$2,208	\$600	\$32,312
Total Direct Labor Related Costs	\$476,867	\$205,520	\$35,041	\$56,163	\$15,918	\$773,609
Direct Paid Costs	\$27,269	\$12,771	\$7,114	\$2,984	\$1,616	\$53,754
Other Direct Costs	\$27,500	\$20,562	\$8,691	\$3,642	\$1,396	\$71,801
Depreciation - Collection Vehicles	\$10,619	\$18,173	\$12,731	\$6,761	\$964	\$71,239
Depreciation - Computers	\$5,368	\$5,768	\$5,219	\$0	\$241	\$16,557
Depreciation for Collection Equipment	\$16,975	\$24,881	\$17,976	\$4,781	\$1,396	\$67,766
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From F)						
General and Administrative	\$47,732	\$51,974	\$12,067	\$11,343	\$1,940	\$125,056
Operations	\$11,799	\$12,699	\$13,077	\$7,417	\$109	\$45,001
Vehicle Maintenance	\$20,621	\$24,211	\$14,549	\$14,214	\$796	\$94,391
Container Maintenance	\$6,031	\$6,568	\$20,520	\$1,976	\$270	\$35,355
Total Allocated Indirect Costs including Depreciation and Interest	\$86,183	\$95,452	\$40,113	\$34,950	\$3,115	\$160,211
Total Allocated Indirect Depreciation Costs (From F)	\$0	\$770	\$942	\$110	\$24	\$1,966
Annual Implementation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$606,761	\$407,694	\$87,797	\$94,682	\$21,402	\$1,218,336
Profit (Insert Operating Ratio Below)	\$61,695.41	\$27,639	\$23,991	\$15,293	\$2,352	\$145,760
Total Proposed Costs before Pass-Through Cost Allocation	\$678,456	\$435,333	\$111,788	\$110,075	\$23,754	\$1,364,096
Contractor Pass-Through Costs						
Interest Expense	\$12,888	\$1,228	\$1,943	\$1,376	\$400	\$17,835
Total Contractor Pass-Through Costs	\$12,888	\$1,228	\$1,943	\$1,376	\$400	\$20,235
TOTAL BASE CONTRACTOR'S COMPENSATION	\$691,344	\$436,561	\$113,731	\$111,451	\$24,154	\$1,384,331

	Service Level Statistics Used for Future Service Level Cost Adjustments			
	2014	2015	2016	Rolling Three-Year Average
Liability	75,694	81,825	12,428	59
Liability	78,553	88,761	16,813	431
Liability	77,693	101,881	17,050	508
Rolling Three-Year Average	78,477	90,189	14,764	280

SRWMA COLLECTION AGREEMENT Proposed Compensation 2022
B. City of Foster City Allocated Costs - MFD & Commercial

Step 1. Index Based Adjustments

CF CW-W Wages (2017 Lined as Example)	204.17%	204.17%	204.17%	204.17%	204.17%
CF CW-W Wages (2017 Lined as Example)	204.17%	204.17%	204.17%	204.17%	204.17%
CF W Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
CF CW-30 Medical (2017 Lined as Example)	477.81%	477.81%	477.81%	477.81%	477.81%
CF CW-30 Medical (2017 Lined as Example)	477.81%	477.81%	477.81%	477.81%	477.81%
CF W Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
CF CW-10 Major Fuel (2017 Lined as Example)	209.25%	209.25%	209.25%	209.25%	209.25%
CF CW-10 Major Fuel (2017 Lined as Example)	209.25%	209.25%	209.25%	209.25%	209.25%
CF W Major Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
CF CW-10 (2017 Lined as Example)	209.93%	209.93%	209.93%	209.93%	209.93%
CF CW-10 (2017 Lined as Example)	209.93%	209.93%	209.93%	209.93%	209.93%
CF W Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cost and the	Cost and the	Cost and the	Cost and the	Cost and the	Cost and the	MFD & Commercial Total
	Cost and the	Cost and the	Cost and the	Cost and the	Cost and the	Cost and the	
	Cost and the	Cost and the	Cost and the	Cost and the	Cost and the	Cost and the	
	Cost and the	Cost and the	Cost and the	Cost and the	Cost and the	Cost and the	
Annual Cost of Operations							
Street Light Related Costs							
Wages for O&M	\$253,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$253,204
Benefits for O&M	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204
Fuel for O&M	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204
Vehicle Expenses	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204
Vehicle Maintenance	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204
Contract Maintenance	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204
Depreciation - Collection Vehicles	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204
Depreciation - Containers	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204
Depreciation for Collection Equipment	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204
Total	\$1,252,040	\$626,020	\$626,020	\$626,020	\$626,020	\$626,020	\$1,252,040
Allocated Related Costs including Depreciation and Interest (From W)							
General and Administrative	\$47,781	\$47,781	\$47,781	\$47,781	\$47,781	\$47,781	\$47,781
Operations	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204
Vehicle Maintenance	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204
Contract Maintenance	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204
Depreciation - Collection Vehicles	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204
Depreciation - Containers	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204
Depreciation for Collection Equipment	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204	\$125,204
Total Allocated Related Costs including Depreciation and Interest	\$1,252,040	\$626,020	\$626,020	\$626,020	\$626,020	\$626,020	\$1,252,040
Annual Imputation Cost (From W)							
Annual Imputation Cost (From W)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Imputation Cost (From A)							
Annual Imputation Cost (From A)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,252,040	\$626,020	\$626,020	\$626,020	\$626,020	\$626,020	\$1,252,040
Profit (Insert Operating Ratio below)							
Profit (Insert Operating Ratio below)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Proposed Costs before Pass-Through Cost Allocation	\$1,252,040	\$626,020	\$626,020	\$626,020	\$626,020	\$626,020	\$1,252,040
Contributor Pass Through Costs							
Contributor Pass Through Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Contributor Pass-Through Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,252,040	\$626,020	\$626,020	\$626,020	\$626,020	\$626,020	\$1,252,040

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021
D. City of Foster City Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments					
	Life	Life	Life	Hours	
2014	79,404	93,921	12,428	393	
2015	78,533	98,761	14,833	431	
2016	77,493	101,893	17,000	518	
Prior Year Rolling Three-Year Average	78,477	98,189	14,764	391	
	Life	Life	Life	Hours	
2014	79,404	93,921	12,428	393	
2015	78,533	98,761	14,833	431	
2016	77,493	101,893	17,000	518	
Current Year Rolling Three-Year Average	78,477	98,189	14,764	391	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	
85% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	

MFD & Commercial	Cost and Disposal Waste	Cost and Disposal Recyclable Materials	Cost and Disposal Materials (including T-Edgar Tons)	Total Drop Box Services (All Materials)	Tow On Call Collection Trucks	MFD & Commercial Total
	E	F	G	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CDEs	\$23,344	\$23,208	\$31,121	\$39,992	\$9,345	\$137,010
Benefits for CDEs	\$123,949	\$26,309	\$26,738	\$29,987	\$4,796	\$210,155
Payroll Taxes	\$21,278	\$16,422	\$4,420	\$2,379	\$777	\$45,286
Workers Compensation Insurance	\$18,221	\$8,521	\$1,781	\$2,208	\$600	\$31,331
Total Direct Labor-Related Costs	\$182,812	\$74,460	\$64,060	\$74,566	\$15,518	\$367,416
Direct Fuel Costs	\$27,269	\$12,771	\$7,139	\$2,984	\$1,044	\$51,177
Other Direct Costs	\$37,530	\$21,562	\$8,071	\$3,662	\$1,399	\$71,807
Depreciation - Collection Vehicles	\$73,661	\$29,373	\$12,731	\$4,763	\$968	\$119,299
Depreciation - Containers	\$1,868	\$1,708	\$1,239	\$0	\$240	\$3,815
Depreciation for Collection Equipment	\$36,951	\$24,881	\$17,939	\$4,761	\$1,299	\$87,790
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Interest Charge)						
General and Administrative	\$47,122	\$71,974	\$12,097	\$3,343	\$1,940	\$210,076
Operations	\$10,796	\$12,690	\$18,077	\$7,437	\$393	\$49,693
Vehicle Maintenance	\$29,623	\$24,253	\$24,549	\$14,314	\$756	\$93,505
Container Maintenance	\$6,041	\$8,968	\$16,120	\$9,976	\$279	\$31,323
Total Allocated Indirect Costs (including Depreciation and Interest)	\$113,582	\$117,885	\$113,043	\$64,970	\$3,368	\$306,613
Total Allocated Indirect Depreciation Costs (Form 9)	\$80	\$79	\$42	\$33	\$24	\$266
Annual Implementation Cost Allocation (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$406,763	\$207,664	\$227,797	\$146,482	\$21,402	\$1,206,298
Profit (based on operating ratio below)	\$43,698	\$27,538	\$23,991	\$15,293	\$2,352	\$142,799
Total Proposed Costs before Pass-Through Cost Allocation	\$474,479	\$299,145	\$279,198	\$166,275	\$24,754	\$1,353,047
Contractor Pass-Through Costs						
Interest Expense	\$11,949	\$8,228	\$1,943	\$1,376	\$499	\$21,034
Total Contractor Pass-Through Costs	\$11,949	\$8,228	\$1,943	\$1,376	\$499	\$21,034
TOTAL BASE CONTRACTOR'S COMPENSATION	\$486,428	\$307,373	\$281,141	\$167,651	\$25,253	\$1,374,081

SBPMA COLLECTION AGREEMENT Proposed Compensation 2021

B. City of Foster City, Allocated Costs - Agency Facilities

	Headlines Used for Year 2021 Cost Allocation Only		Totals	
	City # of LHs per year	SBPMA # of LHs per year	City # of LHs per year	SBPMA # of LHs per year
City # of LHs per year	1,524	936	6,500	3,276.00
SBPMA # of LHs per year (Assumes for Volume Growth)	242,307	63,019	64,500	
City # of LHs per year %	8.0%	2.3%	7.6%	
City Total Hours Labor hours year	97.13	9.18	51.80	204.09
SBPMA Total Hours Labor hours year	4,750.76	25.00	601.06	5,051.45
City Total Hours Labor hours year	4.9%	4.2%	5.3%	4.0%
City # of Crews Assumed	82.28	9.32	24.99	105.02
SBPMA # of Crews Assumed	2,199.12	224.16	619.17	3,032.45
City # of Crews Assumed %	2.2%	4.2%	2.0%	4.0%
City # of Crews Assumed	12	6	14	6,774
SBPMA # of Crews Assumed	142	20	25	6,800
City # of Crews Assumed %	7.8%	2.9%	2.0%	7.6%

Agency Facilities	Contract Line Item	Cost and the Original Materials	Cost and the Reallocable Materials	Time Drop Item Minutes/AD Minutes	Volume and Items	Agency Facilities Total
Annual Cost of Operations						
Other Labor Related Costs						
Wages for CHs	\$1,887	\$210	\$1,216	\$2,614	\$107	\$6,500
Benefits for CHs	3982	510	3,016	6,714	317	\$1,043
Payroll Taxes	\$117	14	100	227	10	\$142
Workers Compensation Insurance	525	62	422	922	42	522
Total Direct Labor Related Costs	\$3,901	\$336	\$1,972	\$4,516	\$146	\$16,117
Other Fuel Costs	604	65	516	1400	64	\$1,156
Other Direct Costs	1175	50	1060	2627	84	\$1,911
Depreciation - Collection Vehicles	\$1,200	\$118	876	1,029	110	\$4,004
Depreciation - Containers	30	30	0	30	30	30
Expenses for Collection Equipment	\$1,230	\$118	876	1,029	110	\$4,034
Other	30	30	0	30	30	30
Allocated Indirect Costs including Depreciation and Interest (Line 9)						
Other Staff Administration (Using 100.0% Agency Cost)	\$141	307	672	\$1,292	\$1,619	\$1,811
Overhead	875	565	456	896	87	\$1,448
Vehicle Maintenance	\$1,194	\$128	876	\$1,015	\$110	\$1,125
Container Maintenance (Using 100.0% Agency Cost)	1225	114	876	1106	116	1106
Total Allocated Indirect Costs including Depreciation and Interest	\$2,344	\$816	\$1,784	\$4,009	\$1,769	\$18,032
Total Annual Indirect Depreciation Cost (From 9)	130	54	62	360	37	\$134
Annual Indirect Cost Allocation (From 9)	30	30	0	30	30	30
Total Annual Cost of Operations	\$7,830	\$899	\$5,946	\$13,844	\$2,497	\$27,508
Profit (Assume Operating Ratio Below)	3922	919	3180	\$1,248	\$216	\$2,939
96.5%						
Total Operating Costs Inflow Pass Through Cost Allocation	\$8,652	\$860	\$6,264	\$15,092	\$2,713	\$30,447
Contractor Pass Through Costs	\$176	\$29	\$145	\$100	\$10	\$68
Contractor Pass Through Costs	\$226	\$22	\$145	\$100	\$10	\$68
TOTAL BASE CONTRACTOR'S COMPENSATION	\$402	\$51	\$290	\$110	\$20	\$136

Service Level Statistics Used for Future Services Level Cost Adjustments			
Year	LHs	LHs	Hours
2014	1,897	403	923
2015	2,067	415	1,079
2016	1,524	406	856
Rolling Three-Year Average	1,830	425	979

SRWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. City of Foster City Allocated Costs - Agency Facilities

Step 2: Index Based Adjustments					
FY CPS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CPS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CPS-W-Wages Adjustment	188.0%	188.0%	188.0%	188.0%	188.0%
FY CPS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CY CPS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CPS-W-Medical Adjustment	188.0%	188.0%	188.0%	188.0%	188.0%
FY CPS-D-Misc Fee (2017 Listed as Example)	209,212	209,212	209,212	209,212	209,212
CY CPS-D-Misc Fee (2017 Listed as Example)	209,212	209,212	209,212	209,212	209,212
CPS-D-Misc Fee Adjustment	188.0%	188.0%	188.0%	188.0%	188.0%
FY CPS-O (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CY CPS-O (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CPS-O Adjustment	188.0%	188.0%	188.0%	188.0%	188.0%

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Drop Box Services (All Materials)	Transfer and Events	Agency Facilities Total
	F	O	R	B	T	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CMAs	\$1,807	\$203	\$1,216	\$2,254	\$317	\$6,599
Benefits for CMAs	\$962	\$109	\$704	\$1,356	\$177	\$3,043
Payroll Taxes	\$177	\$19	\$120	\$217	\$34	\$742
Workers Compensation Insurance	\$124	\$12	\$87	\$202	\$28	\$454
Total Direct Labor-Related Costs	\$3,070	\$343	\$2,127	\$4,829	\$556	\$13,137
Direct Fuel Costs	\$394	\$45	\$296	\$490	\$63	\$1,090
Other Direct Costs	\$773	\$65	\$369	\$667	\$81	\$1,955
Depreciation - Collection Vehicles	\$1,209	\$138	\$779	\$1,829	\$179	\$4,006
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$1,209	\$138	\$779	\$1,829	\$179	\$4,006
Taxes	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From F)						
General and Administrative (using 50% for Agency Costs)	\$854	\$97	\$511	\$1,292	\$1,019	\$3,813
Operations	\$773	\$65	\$369	\$667	\$75	\$1,949
Vehicle Maintenance	\$1,094	\$124	\$701	\$1,615	\$143	\$3,723
Container Maintenance (using 50% for Agency Costs)	\$123	\$14	\$79	\$186	\$16	\$348
Total Allocated Indirect Costs including Depreciation and Interest	\$2,844	\$300	\$1,770	\$4,000	\$1,244	\$11,157
Total Allocated Indirect Depreciation Costs (From F)	\$39	\$4	\$25	\$60	\$5	\$134
Annual Depreciation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$7,846	\$895	\$5,046	\$11,844	\$2,197	\$27,368
Profit (Insert Operating Ratio Below)	\$822	\$93	\$508	\$1,240	\$133	\$2,999
Total Operating Costs before Pass-Through Cost Allocation	\$8,668	\$988	\$5,554	\$13,084	\$2,330	\$30,367
Contractor Pass-Through Costs						
Interest Expense	\$296	\$31	\$161	\$338	\$39	\$865
Total Contractor Pass-Through Costs	\$296	\$32	\$162	\$338	\$39	\$865
TOTAL BASE CONTRACTOR'S COMPENSATION	\$8,964	\$1,020	\$5,716	\$13,422	\$2,369	\$31,232

SRWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. City of Foster City Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments						
	2014	2013	2014	2013	2014	2013
2014	1,807	453	453	923	124	
2013	2,067	453	453	1,079	122	
2014	1,824	416	416	936	120	
Prior Year Rolling Three-Year Average	1,833	425	425	979	122	
2014	1,807	453	453	923	124	
2013	2,067	453	453	1,079	122	
2014	1,824	416	416	936	120	
Current Year Rolling Three-Year Average	1,833	425	425	979	122	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	1
65% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	2

Agency Facilities	Cart and Bin Total	Cart and Bin	Cart and Bin	Total Deep-line	Vision and Funds	Agency Facilities Total
	Waste	Organic Materials	Recyclable Materials	Services (w/ Materials)		
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CSAs	\$1,887	\$213	\$1,216	\$2,456	\$137	\$6,509
Benefits for CSAs	382	830	830	\$1,336	\$177	\$3,043
Payroll Taxes	\$177	\$18	\$161	\$237	\$28	\$542
Workers Compensation Insurance	\$228	\$22	\$22	\$222	\$23	\$504
Total Direct Labor Related Costs	\$3,674	\$134	\$1,430	\$4,430	\$345	\$10,537
Direct Fuel Costs	\$384	\$31	\$396	\$480	\$43	\$1,096
Other Direct Costs	\$173	\$63	\$369	\$607	\$61	\$1,813
Depreciation - Collection Vehicles	\$1,206	\$136	\$779	\$1,429	\$139	\$4,094
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$1,206	\$136	\$779	\$1,429	\$139	\$4,094
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Interest) (Para 7)						
General and Administrative (using 50% for Agency Costs)	\$814	\$97	\$111	\$1,292	\$1,009	\$3,613
Operations	\$373	\$67	\$369	\$806	\$73	\$1,948
Vehicle Maintenance	\$1,006	\$126	\$763	\$1,655	\$141	\$3,723
Container Maintenance (using 50% for Agency Costs)	\$123	\$14	\$79	\$136	\$14	\$146
Total Allocated Indirect Costs (including Depreciation and Interest)	\$2,344	\$304	\$1,794	\$4,000	\$1,367	\$10,012
Total Allocated Indirect Depreciation Costs (Para 7)	\$38	\$4	\$21	\$69	\$7	\$134
Annual Implementation Cost (Amortization) (Para 7)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$7,836	\$581	\$3,644	\$11,844	\$2,187	\$27,608
Profit (Insert Operating Ratio below)	\$82	\$9	\$36	\$1,240	\$23	\$2,439
Total Operating Costs before Pass-Through Cost Allocation	\$8,072	\$594	\$3,726	\$13,087	\$2,428	\$29,727
Contractor Pass-Through Costs						
Interest Expense	\$256	\$23	\$161	\$330	\$30	\$804
Total Contractor Pass-Through Costs	\$256	\$23	\$161	\$330	\$30	\$804
TOTAL BASE CONTRACTOR'S COMPENSATION	\$8,328	\$617	\$3,887	\$13,417	\$2,457	\$30,531

Proposed Compensation 2013

SBWMA COLLECTION AGREEMENT
B. Term of Relationship - Allocated Costs - SFB

Item	2013	2014	2015	2016	Total
City # of accounts	3,471	3,431	3,338	792	8,672
SBWMA # of accounts	64,580	64,372	62,725	24,354	155,031
City # of accounts %	2.3%	2.3%	2.3%	2.7%	2.3%
City Total Reads Labor hours year	2,113.18	2,481.27	2,462.63	300.93	7,358.01
SBWMA Total Reads Labor hours year	46,232.15	42,884.26	41,118.12	13,083.24	143,318.77
City Total Reads Labor hours year %	2.4%	2.8%	2.8%	2.3%	2.6%
City # of units hours/year	2,348.34	2,187.72	2,462.43	300.93	7,300.42
SBWMA # of units hours/year	42,347.83	38,380.34	31,249.16	11,043.24	122,920.57
City Total Reads Labor hours year %	2.3%	2.7%	2.8%	2.3%	2.5%
City Total Collections in Service	3,409	3,263	4,319	792	12,783
SBWMA Total Collections in Service	66,508	66,244	61,542	24,354	218,658
City Total Collections in Service %	2.3%	2.6%	2.8%	2.7%	2.6%

Single Family Dwelling	2013	2014	2015	2016	Total
Annual Cost of Operations	\$124,000	\$124,000	\$124,000	\$124,000	\$496,000
Direct Labor Related Costs	\$47,000	\$47,000	\$47,000	\$47,000	\$188,000
Wages for OTRs	\$17,000	\$17,000	\$17,000	\$17,000	\$68,000
Benefits for OTRs	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
Travel Costs	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
Vehicle Compensation Insurance	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
Total Direct Labor Related Costs	\$47,000	\$47,000	\$47,000	\$47,000	\$188,000
Other Direct Costs	\$22,000	\$22,000	\$22,000	\$22,000	\$88,000
Other Direct Costs	\$22,000	\$22,000	\$22,000	\$22,000	\$88,000
Depreciation - Collection Vehicles	\$15,750	\$15,750	\$15,750	\$15,750	\$63,000
Depreciation - Containers	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
Depreciation for Collection Equipment	\$6,250	\$6,250	\$6,250	\$6,250	\$25,000
Total	\$193,000	\$193,000	\$193,000	\$193,000	\$772,000
Allocated Indirect Costs (including Depreciation and Interest) (From %)	\$48,847	\$48,847	\$48,847	\$48,847	\$195,388
General and Administrative	\$15,991	\$15,991	\$15,991	\$15,991	\$63,964
Operations	\$19,200	\$19,200	\$19,200	\$19,200	\$76,800
Vehicle Maintenance	\$19,200	\$19,200	\$19,200	\$19,200	\$76,800
Container Maintenance	\$19,200	\$19,200	\$19,200	\$19,200	\$76,800
Total Allocated Indirect Costs (including Depreciation and Interest)	\$48,847	\$48,847	\$48,847	\$48,847	\$195,388
Total Allocated Indirect Depreciation Costs (From %)	\$15,750	\$15,750	\$15,750	\$15,750	\$63,000
(Allocated Depreciation Cost Assumptions (From %))	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$241,847	\$241,847	\$241,847	\$241,847	\$967,388
Profit (Insert Operating Ratio below)	68.5%	68.5%	68.5%	68.5%	272,220
Total Proposed Costs before Pass-Through Cost Adjustments	\$173,347	\$173,347	\$173,347	\$173,347	\$693,388
Contractor Pass-Through Costs	\$110,873	\$110,873	\$110,873	\$110,873	\$443,516
Interest Expense	\$18,823	\$18,823	\$18,823	\$18,823	\$75,292
Total Contractor Pass-Through Costs	\$129,696	\$129,696	\$129,696	\$129,696	\$518,808
TOTAL BASE CONTRACTOR'S COMPENSATION	\$303,043	\$303,043	\$303,043	\$303,043	\$1,212,136

Account	2014	2015	2016	Rolling Three-Year Average
Accounts	3,446	3,464	3,471	3,460
Accounts	3,446	3,464	3,471	3,460
Accounts	3,446	3,464	3,471	3,460
Accounts	3,446	3,464	3,471	3,460

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. Town of Hillsborough Allocated Costs - SFD

Step 1: Index Based Adjustments				
FY CFS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CY CFS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CFS-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
FY CFS-W-Medical (2017 Listed as Example)	477,811	477,811	477,811	477,811
CY CFS-W-Medical (2017 Listed as Example)	477,811	477,811	477,811	477,811
CFS-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
FY CFS-O-Misc Fee (2017 Listed as Example)	209,232	209,232	209,232	209,232
CY CFS-O-Misc Fee (2017 Listed as Example)	209,232	209,232	209,232	209,232
CFS-O-Misc Fee Adjustment	100.0%	100.0%	100.0%	100.0%
FY CFS-U (2017 Listed as Example)	209,983	209,983	209,983	209,983
CY CFS-U (2017 Listed as Example)	209,983	209,983	209,983	209,983
CFS-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	Solid Waste	Impaired/Recyclable Materials	Organic Materials (Including Holiday Tons)	Tree On-Cut Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CSAs	\$210,519	\$181,200	\$180,300	\$214,000	\$606,219
Benefits for CSAs	\$97,126	\$89,295	\$89,130	\$112,959	\$286,510
Payroll Taxes	\$17,127	\$11,409	\$11,084	\$2,000	\$41,620
Workshop Compensation Benefits	\$12,059	\$11,222	\$12,257	\$1,211	\$36,849
Total Direct Labor-Related Costs	\$336,831	\$293,126	\$292,671	\$329,170	\$1,251,802
Direct Fuel Costs	\$21,627	\$21,842	\$21,900	\$1,138	\$66,507
Other Direct Costs	\$25,799	\$31,395	\$35,868	\$1,821	\$94,883
Depreciation - Collection Vehicles	\$13,770	\$12,673	\$16,993	\$1,649	\$45,095
Depreciation - Containers	\$10,303	\$10,800	\$13,000	\$0	\$34,903
Depreciation for Collection Equipment	\$1,726	\$1,922	\$1,875	\$1,172	\$6,701
Total	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From %)					
General and Administrative	\$68,807	\$70,917	\$71,101	\$1,999	\$212,824
Operations	\$10,000	\$21,420	\$21,200	\$400	\$53,020
Vehicle Maintenance	\$18,210	\$40,000	\$48,300	\$704	\$128,000
Container Maintenance	\$10,000	\$10,100	\$11,000	\$200	\$31,300
Total Allocated Indirect Costs including Depreciation and Interest	\$107,027	\$143,447	\$152,601	\$3,603	\$405,734
Total Allocated Indirect Depreciation Costs (From %)	\$1,207	\$1,207	\$1,304	\$24	\$4,742
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$475,654	\$448,780	\$446,576	\$48,197	\$1,719,287
Profit (Insert Operating Ratio below)	\$68,619	\$77,208	\$76,967	\$5,044	\$207,838
Total Proposed Costs before Pass-Through Cost Allocation	\$544,273	\$525,988	\$523,543	\$53,241	\$1,927,125
Contractor Pass-Through Costs					
Interest Expense	\$11,870	\$10,644	\$11,141	\$217	\$33,872
Total Contractor Pass-Through Costs	\$13,252	\$20,888	\$22,141	\$221	\$56,502
TOTAL BASE CONTRACTOR'S COMPENSATION	\$557,525	\$546,876	\$545,684	\$53,462	\$1,983,627

SRWMA COLLECTION AGREEMENT Proposed Compensation 2021
D. Town of Hillsborough Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	3,640	3,640	3,640	
2013	3,640	3,640	3,640	
2016	3,673	3,673	3,673	
Prior Year Rolling Three-Year Average	3,640	3,640	3,640	
	Accounts	Accounts	Accounts	
2014	3,640	3,640	3,640	
2013	3,640	3,640	3,640	
2016	3,673	3,673	3,673	
Current Year Rolling Three-Year Average	3,640	3,640	3,640	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	

Single Family Dwelling	Solid Waste	Target Recyclable Materials	Organic Materials (including Foliage/Trees)	Two-Call Collection Trucks	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor Related Costs					
Wages for CMs	\$216,619	\$183,200	\$183,300	\$216,600	\$600,119
Benefits for CMs	\$77,524	309,210	\$85,100	\$12,100	\$284,034
Punch Taxes	\$17,127	\$15,400	\$15,000	\$2,000	\$50,024
Workers Compensation Insurance	\$11,002	\$11,102	\$12,517	\$1,712	\$36,333
Total Direct Labor Related Costs	\$322,272	\$319,312	\$295,917	\$258,412	\$1,195,913
Direct Fuel Costs	\$23,627	\$21,842	\$23,900	\$1,100	\$70,469
Other Direct Costs	\$29,700	\$31,300	\$33,800	\$1,821	\$96,621
Depreciation - Collection Vehicles	\$13,773	\$12,673	\$14,100	\$1,000	\$31,546
Depreciation - Containers	\$19,563	\$19,800	\$17,600	\$0	\$56,963
Depreciation for Collection Equipment	\$44,164	\$41,827	\$77,100	\$1,000	\$164,091
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Interest (Item 1))					
General and Administrative	\$68,817	\$70,117	\$71,100	\$1,000	\$211,034
Operation	\$29,905	\$21,421	\$25,200	\$400	\$76,926
Vehicle Maintenance	\$14,213	\$40,900	\$48,100	\$700	\$104,013
Container Maintenance	\$10,060	\$16,112	\$11,600	\$300	\$38,072
Total Allocated Indirect Costs (including Depreciation and Interest)	\$122,995	\$148,550	\$156,000	\$3,000	\$430,545
Total Allocated Indirect Depreciation Costs (Item 1)	\$1,207	\$1,297	\$1,300	\$0	\$3,804
Annual Implementation Cost (Amortization (Item 2))	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$775,874	\$746,760	\$744,740	\$48,214	\$2,315,287
Profit (insert Operating Ratio below)	\$69,497	\$75,208	\$70,967	\$7,004	\$182,676
Total Proposed Costs before Pass-Through Cost Allocation	\$845,371	\$821,968	\$815,707	\$55,218	\$2,497,963
Contractor Pass-Through Costs					
Interest Expense	\$11,871	\$10,064	\$11,142	\$277	\$33,354
Total Contractor Pass-Through Costs	\$11,871	\$10,064	\$11,142	\$277	\$33,354
TOTAL BASE CONTRACTOR'S COMPENSATION	\$857,242	\$832,032	\$826,849	\$55,495	\$2,531,317

SRWMA COLLECTION AGREEMENT Proposed Compensation 2021
D. Town of Hillsborough Allocated Costs - MFD & Commercial

Metrics Used for Year 2021 Cost Allocation Only						Total
City # of Accounts	0	0	0	0	702	21.00
SRWMA # Accounts	10,332.00	10,210.00	1,712.00	193.00	24,544.00	21,448.00
City # of Accounts %	0.0%	0.0%	0.4%	0.0%	2.9%	0.1%
City Total Route Labor hours/year	50.25	13.36	49.74	-	100.35	133.00
SRWMA Total Route Labor hours/year	47,870.85	27,111.92	6,354.65	6,167.15	13,045.24	87,527.81
City Total Route Labor hours/year %	0.0%	0.0%	1.0%	0.0%	2.7%	0.2%
City # of route hours/year	40.79	13.20	47.20	-	100.35	133.00
SRWMA # of route hours/year	31,307.08	25,241.12	6,044.06	6,167.15	13,045.24	68,761.67
City # of route hours/year %	0.0%	0.0%	1.0%	0.0%	2.7%	0.2%
City Total Containers in Service	0	27	0	0	702	45.00
SRWMA Total Containers in Service	17,218.00	19,703.00	2,059.00	193.00	24,544.00	19,253.00
City Total Containers in Service %	0.0%	0.1%	0.0%	0.0%	2.7%	0.2%

MFD & Commercial	Cost and Fee Sold Waste	Cost and Fee Recyclable Materials	Cap and Exp Operate Materials (Including Mobile Transit)	Total Direct Line Services (All Materials)	Time Use Coll. Collection Events	MFD & Commercial Total
	F	F	G	H	J	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CRAs	\$1,333	\$1,453	\$7,204	\$0	\$1,894	\$17,914
Benefits for CRAs	\$2,544	\$475	\$2,423	\$0	\$2,809	\$7,316
Payroll Taxes	\$444	\$84	\$641	\$0	\$327	\$1,492
Workers Compensation Insurance	\$380	\$71	\$305	\$0	\$227	\$1,279
Total Direct Labor Related Costs	\$4,701	\$1,683	\$11,329	\$0	\$6,391	\$28,011
Direct Fuel Costs	\$632	\$107	\$1,050	\$0	\$422	\$2,211
Other Direct Costs	\$870	\$172	\$1,274	\$0	\$161	\$2,477
Depreciation - Collection Vehicles	\$779	\$146	\$1,874	\$0	\$402	\$1,211
Depreciation - Containers	\$61	\$121	\$74	\$0	\$100	\$462
Depreciation for Collection Equipment	\$142	\$283	\$2,248	\$0	\$552	\$1,877
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From %)						
General and Administration	\$146	\$978	\$4,233	\$0	\$806	\$6,163
Operations	\$230	\$106	\$2,660	\$0	\$164	\$3,160
Vehicle Maintenance	\$478	\$213	\$1,094	\$0	\$114	\$6,679
Container Maintenance	\$21	\$126	\$227	\$0	\$120	\$1,120
Total Allocated Indirect Costs including Depreciation and Interest	\$1,345	\$1,343	\$12,224	\$0	\$1,490	\$16,722
Total Allocated Indirect Depreciation Costs (From %)	\$11	\$7	\$119	\$0	\$41	\$176
Annual Implementation Cost Allocation (From %)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$12,496	\$1,873	\$28,629	\$0	\$9,289	\$52,311
Profit (Insert Operating Ratio below)	\$1,842.27	\$78	\$2,698	\$0	\$977	\$6,699
Total Proposed Costs before Pass-Through Cost Allocation	\$13,798	\$1,948	\$31,429	\$0	\$10,266	\$59,511
Contractor Pass-Through Costs						
Direct Expenses	\$270	\$91	\$721	\$0	\$161	\$1,243
Total Contractor Pass-Through Costs	\$270	\$91	\$721	\$0	\$161	\$1,243
TOTAL BASE CONTRACTOR'S COMPENSATION	\$13,528	\$2,039	\$32,150	\$0	\$10,427	\$60,754

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lebs	Lebs	Lebs	Waste	Waste
2014	988	2,028	988	0	0
2015	988	1,820	884	0	0
2016	988	1,820	884	0	0
Rolling Three-Year Average	988	1,809	919	0	0

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021

D. Town of Bitterroot Allocated Costs - MFD & Commercial

Step 1: Index Based Adjustments					
FF CYS W Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CYS W Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CYS W Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
FF CYS W Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CY CYS W Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CYS W Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
FF CYS-D Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CYS-D Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CYS-D Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
FF CYS-D (2017 Listed as Example)	265,983	265,983	265,983	265,983	265,983
CY CYS-D (2017 Listed as Example)	265,983	265,983	265,983	265,983	265,983
CYS-D Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cost and Fee Billed	Cost and Fee Recoverable Materials	Cost and Fee Original Materials (including Holiday Demand)	Total Direct Price Services (L&M Materials)	True On-Call Collection Expense	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CMA	\$1,115	\$1,012	\$7,703	\$0	\$3,884	\$12,714
Benefits for CMA	\$2,344	\$435	\$2,421	\$0	\$1,910	\$7,111
Payroll Taxes	\$444	\$84	\$641	\$0	\$325	\$1,492
Workers Compensation Insurance	\$205	\$52	\$225	\$0	\$222	\$1,278
Total Direct Labor-Related Costs	\$4,108	\$1,423	\$11,290	\$0	\$6,341	\$28,815
Direct Fuel Costs	\$62	\$107	\$1,056	\$0	\$422	\$2,211
Other Direct Costs	\$878	\$171	\$1,274	\$0	\$181	\$3,497
Depreciation - Collection Vehicles	\$758	\$160	\$1,078	\$0	\$402	\$1,211
Depreciation - Containers	\$61	\$122	\$74	\$0	\$109	\$662
Depreciation for Collection Equipment	\$62	\$229	\$2,208	\$0	\$770	\$3,877
Total	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Interest from B)						
General and Administrative	\$146	\$478	\$4,113	\$0	\$806	\$6,542
Operations	\$236	\$166	\$2,669	\$0	\$144	\$3,181
Vehicle Maintenance	\$478	\$266	\$1,064	\$0	\$114	\$6,078
Container Maintenance	\$71	\$196	\$717	\$0	\$116	\$1,120
Total Allocated Indirect Costs (including Depreciation and Interest)	\$1,141	\$1,106	\$12,563	\$0	\$1,180	\$18,721
Total Allocated Indirect Depreciation Costs (Form F)	\$16	\$7	\$19	\$0	\$10	\$171
Asset Depreciation Cost Allocation (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$12,496	\$3,773	\$28,625	\$0	\$8,699	\$55,913
Profit (Insert Operating Ratio below)	\$1,342	\$275	\$3,040	\$0	\$977	\$5,634
Total Proposed Costs before Pass-Through Cost Allocation	\$11,798	\$3,998	\$31,629	\$0	\$10,286	\$61,547
Contractor Pass-Through Costs						
Interest Expense	\$276	\$91	\$721	\$0	\$103	\$1,291
Total Contractor Pass-Through Costs	\$276	\$91	\$721	\$0	\$103	\$1,291
TOTAL BASE CONTRACTOR'S COMPENSATION	\$12,074	\$4,089	\$32,350	\$0	\$10,389	\$62,838

MRFMA COLLECTION AGREEMENT Proposed Compensation 2023

D. Term of Performance - Allocated Costs - MFD & Commercial

	Step 2: Service Level Adjustments			
	Labor	Labor	Labor	Fixed
2014	985	2,624	985	0
2015	985	1,820	985	0
2016	985	1,820	985	0
Prior Year Rolling Three-Year Average	985	2,091	970	0
2014	985	2,624	985	0
2015	985	1,820	985	0
2016	985	1,820	985	0
Current Year Rolling Three-Year Average	985	2,091	970	0
2023 Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%
2023 Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%

	Car and the Solid Waste	Car and the Recyclable Materials	Car and the Organic Materials (including Holiday Time)	Total Through Services (All Months)	Through Collection Events	MFD & Commercial Total
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CMAs	\$1,115	\$1,017	\$1,705	\$0	\$3,837	\$17,904
Benefits for CMAs	\$2,144	\$0	\$2,429	\$0	\$4,573	\$17,311
Payroll Taxes	\$44	\$0	\$0	\$0	\$44	\$1,492
Medical Compensation Insurance	\$20	\$22	\$248	\$0	\$270	\$2,228
Total Direct Labor Related Costs	\$3,323	\$1,039	\$4,382	\$0	\$8,744	\$23,015
Other Direct Costs	\$607	\$107	\$1,050	\$0	\$1,764	\$2,211
Other Direct Costs	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation - Collection Vehicles	\$75	\$0	\$1,275	\$0	\$1,350	\$2,097
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$662	\$293	\$2,248	\$0	\$3,203	\$6,622
Loss	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and General Excise Tax						
General and Administrative	\$146	\$178	\$4,713	\$0	\$5,037	\$6,142
Operations	\$236	\$196	\$2,040	\$0	\$432	\$1,138
Vehicles Maintenance	\$478	\$196	\$1,084	\$0	\$1,754	\$6,076
Container Maintenance	\$71	\$196	\$117	\$0	\$364	\$1,228
Total Allocated Indirect Costs including Depreciation and General	\$1,140	\$1,166	\$8,954	\$0	\$11,260	\$16,722
Total Allocated Indirect Depreciation Costs (From B)	\$0	\$0	\$0	\$0	\$0	\$0
Annual Implementation Cost (From A)	\$1,446	\$1,074	\$24,428	\$0	\$26,948	\$1,018
Total Annual Cost of Operations	\$1,242	\$1,713	\$13,980	\$0	\$16,935	\$16,639
Profit (Insert Operating Ratio below)						
Total Proposed Costs before Pass Through Cost Allocation	\$11,708	\$11,428	\$11,428	\$0	\$11,428	\$11,428
Contractor Pass Through Costs						
Interest Expense	\$276	\$0	\$22	\$0	\$298	\$1,249
Total Contractor Pass-Through Costs	\$276	\$0	\$22	\$0	\$298	\$1,249
TOTAL BASE CONTRACTOR'S COMPENSATION	\$11,984	\$11,428	\$11,450	\$0	\$11,726	\$12,677

SBWMA COLLECTION AGREEMENT Proposed Compensation 2015

D. Town of Hillsborough Allocated Costs - Agency Facilities

Statistics Used for Year 2015 Cost Allocation Only						Totals
City # of Lifts per year	430	468	528	575	627	1,642.00
SBWMA # of Lifts per year (Accounts for Vans/Trucks)	542,307	56,744	63,019			662,070
City # of Lifts per year %	6.2%	2.6%	2.2%			2.8%
City Total Route Labor hours year	2,02	50-03	21.78	101.19	133.04	33.85
SBWMA Total Route Labor hours year	4,706.59	236.00	913.06			5,855.65
City Total Route Labor hours year	0.8%	4.7%	2.2%			2.2%
City # of Trucks/years	6-10	9-30	19-13			29.33
SBWMA # of Trucks/years	2,399.51	224.16	939.57			3,563.24
City # of Trucks/years %	0.8%	4.2%	2.6%			2.8%
City # of Containers	5	9	18			33.00
SBWMA # of Containers	842	256	328			1,426
City # of Containers %	0.3%	2.7%	2.2%			2.9%

Agency Facilities	Cart and His Solid Waste	Cart and His Organic Materials	Cart and His Recyclable Materials	Total Drop Box Stations (All Materials)	Van and Trucks	Agency Facilities Total
	E	C	F	H	I	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CMs	\$34	\$157	\$162	\$1,642	\$74	\$2,069
Benefits for CMs	\$16	\$78	\$81	\$786	\$33	\$1,094
Punch Time	\$5	\$14	\$15	\$149	\$6	\$159
Workers Compensation Insurance	\$2	\$12	\$12	\$122	\$5	\$32
Total Direct Labor Related Costs	\$57	\$261	\$270	\$2,729	\$118	\$3,325
Other Direct Costs						
Direct Fuel Costs	\$8	\$29	\$30	\$293	\$9	\$369
Other Direct Costs	\$8	\$38	\$42	\$391	\$18	\$517
Depreciation - Collection Vehicles	\$17	\$67	\$104	\$673	\$31	\$892
Depreciation - Containers	\$5	\$5	\$5	\$5	\$5	\$25
Depreciation for Collection Equipment	\$17	\$67	\$104	\$673	\$31	\$892
Lease	\$8	\$8	\$8	\$8	\$8	\$32
Allocated Indirect Costs including Depreciation and Interest (From F)						
General and Administrative (using lifts for Agency Costs)	\$27	\$134	\$290	\$1,388	\$113	\$2,032
Operation	\$8	\$39	\$84	\$399	\$17	\$587
Vehicle Maintenance	\$13	\$74	\$161	\$796	\$32	\$1,076
Container Maintenance (using lifts for Agency Costs)	\$8	\$19	\$42	\$218	\$9	\$316
Total Allocated Indirect Costs including Depreciation and Interest	\$56	\$266	\$577	\$2,801	\$171	\$4,271
Total Allocated Indirect Depreciation Costs (From F)	\$5	\$5	\$5	\$5	\$5	\$20
Annual Implementation Cost Allocation (From A)	\$5	\$5	\$5	\$5	\$5	\$20
Total Annual Cost of Operations	\$107	\$483	\$886	\$4,874	\$360	\$6,636
Profit (Insert Operating Ratio below)	\$14	\$72	\$155	\$722	\$49	\$1,052
Total Operating Costs before Pass-Through Cost Allocation	\$121	\$555	\$1,041	\$5,596	\$409	\$7,688
Contractor Pass-Through Costs						
Interest Expense	\$8	\$18	\$39	\$191	\$17	\$273
Total Contractor Pass-Through Costs	\$8	\$18	\$39	\$191	\$17	\$273
TOTAL BASE CONTRACTOR'S COMPENSATION	\$129	\$573	\$1,080	\$5,787	\$426	\$7,961

Service Level Statistics Used for Future Service Level Cost Adjustments						
	Lifts	Lifts	Lifts	Trucks		
2014	312	312	432	76		
2015	312	416	432	129		
2016	416	468	528	76		
Rolling Three-Year Average	347	399	497	92		

SPWMA COLLECTION AGREEMENT Proposed Compensation 2021

B. Terms of Bill/Contract: Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments

PT CFS-SC Wages (2017 Laid as Example)	244,176	244,176	244,176	244,176	244,176
PT CFS-SC Wages (2017 Laid as Example)	244,176	244,176	244,176	244,176	244,176
PT CFS-SC Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PT CFS-SC Medical (2017 Laid as Example)	471,811	471,811	471,811	471,811	471,811
PT CFS-SC Medical (2017 Laid as Example)	471,811	471,811	471,811	471,811	471,811
PT CFS-SC Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PT CFS-SC Miscellaneous (2017 Laid as Example)	249,252	249,252	249,252	249,252	249,252
PT CFS-SC Miscellaneous (2017 Laid as Example)	249,252	249,252	249,252	249,252	249,252
PT CFS-SC Miscellaneous Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PT CFS-SC (2017 Laid as Example)	249,363	249,363	249,363	249,363	249,363
PT CFS-SC (2017 Laid as Example)	249,363	249,363	249,363	249,363	249,363
PT CFS-SC Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cost and Fee - Wages		Cost and Fee - Other Materials		Cost and Fee - Replicable Materials		Total Payable Materials		Agency Facilities Total
	M	N	O	P	Q	R	S	T	
Annual Cost of Operations									
Step 1: Labor Related Costs									
Wages for CFSs	914	914		914		914		914	914
Benefits for CFSs	914	914		914		914		914	914
Payroll Taxes	32	32		32		32		32	32
Medical Compensation Benefits	32	32		32		32		32	32
Total Direct Labor Related Costs	978	978		978		978		978	978
Other Direct Costs	34	34		34		34		34	34
Other Indirect Costs	36	36		36		36		36	36
Depreciation - Collection Vehicles	917	917		917		917		917	917
Depreciation - Collection	30	30		30		30		30	30
Depreciation for Collection Equipment	917	917		917		917		917	917
Lease	30	30		30		30		30	30
Allocated Indirect Costs (including Depreciation and Interest (Line 6), Benefit and Administration (using 50% for Agency Costs) Operations Vehicle Maintenance Equipment Maintenance (using 50% for Agency Costs)	927	927		927		927		927	927
Total Allocated Indirect Costs (including Depreciation and Interest)	927	927		927		927		927	927
Total Allocated Indirect Depreciation Costs (From 9)	30	30		30		30		30	30
Annual Implementation Cost (non-recurring costs)	914	914		914		914		914	914
Total Annual Cost of Operations	914	914		914		914		914	914
Profit (Insert Operating Ratio below)									99.5%
Total Operating Costs before Pass Through Cost Allocation	914	914		914		914		914	914
Contractor Pass-Through Costs									
Interest Expense	34	34		34		34		34	34
Total Contractor Pass-Through Costs	34	34		34		34		34	34
TOTAL BASE CONTRACTOR'S COMPENSATION	914	914		914		914		914	914

SBRMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. Town of Hillsborough Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments						
	2014	2015	2016	2017	2018	2019
Prior Year Rolling Three-Year Average	312	312	416	408	728	94
Current Year Rolling Three-Year Average	312	312	416	408	728	94
2019 Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
2020 Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cost and Dis. Solid Waste	Cost and Dis. Organic Materials	Cost and Dis. Recyclable Materials	Total Dry Bulk Services (No Materials)	Patrons and Events	Agency Facilities Total
	A	B	C	D	E	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CMAs	\$34	\$37	\$32	\$1,052	\$75	\$1,230
Benefits for CMAs	\$19	\$20	\$20	\$786	\$33	\$1,088
Paid-Off Taxes	\$1	\$1	\$1	\$141	\$6	\$150
Workers Compensation Insurance	\$2	\$2	\$2	\$220	\$2	\$228
Total Direct Labor-Related Costs	\$56	\$59	\$55	\$2,199	\$116	\$2,875
Direct Fuel Costs	\$9	\$21	\$44	\$219	\$9	\$292
Other Direct Costs	\$8	\$18	\$42	\$143	\$14	\$125
Depreciation - Collection Vehicles	\$17	\$81	\$144	\$813	\$33	\$1,188
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$17	\$81	\$144	\$813	\$33	\$1,188
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Rate %)						
General and Administrative (using 5% for Agency Cost)	\$27	\$134	\$291	\$1,348	\$115	\$2,315
Operation	\$8	\$39	\$84	\$790	\$17	\$1,018
Vehicle Maintenance	\$11	\$74	\$144	\$736	\$32	\$1,097
Container Maintenance (using 5% for Agency Cost)	\$4	\$18	\$42	\$216	\$8	\$118
Total Allocated Indirect Costs including Depreciation and Interest	\$50	\$265	\$561	\$2,390	\$172	\$3,338
Total Allocated Indirect Depreciation Costs (From A)	\$17	\$81	\$144	\$813	\$33	\$1,188
Annual Implementation Cost Assumptions (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$117	\$683	\$1,400	\$4,674	\$683	\$10,637
Profit (Insert Operating Ratio below)	\$14	\$71	\$155	\$722	\$99	\$1,061
Total Operating Costs before Pass-Through Cost Allocation	\$131	\$754	\$1,555	\$5,396	\$782	\$11,698
Contractor Pass-Through Costs						
Interest Expense	\$4	\$14	\$31	\$141	\$7	\$197
Total Contractor Pass-Through Costs	\$4	\$14	\$31	\$141	\$7	\$197
TOTAL BASE CONTRACTOR'S COMPENSATION	\$135	\$768	\$1,586	\$5,537	\$789	\$11,895

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021

City of Menlo Park Allocated Costs - SFD

	Statistics Used for Year 2021 Cost Allocation Only				Total
	2018	2019	2020	2021	
City # of accounts	7,800	7,879	7,262	7,275	7,890
SBWMA # of accounts	54,580	54,772	50,725	29,504	84,580
City # of accounts %	8.3%	8.3%	8.3%	7.3%	8.3%
City Total Route Labor hours year	4,236.33	4,042.22	3,742.00	930.65	12,950
SBWMA Total Route Labor hours year	46,212.55	42,836.20	39,314.12	13,045.24	141,248
City Total Route Labor hours year %	8.2%	8.4%	8.6%	7.3%	8.2%
City # of route hours/year	3,876.98	3,677.19	3,314.46	930.65	11,819
SBWMA # of route hours/year	42,847.89	39,360.08	34,949.16	13,045.24	129,212
City Total Route Labor hours year %	8.3%	8.4%	8.9%	7.3%	8.2%
City Total Contributions to Service	8,319	8,314	8,834	2,105	27,572
SBWMA Total Contributions to Service	96,866	96,264	93,941	29,504	312,575
City Total Contributions to Service %	8.4%	8.4%	8.9%	7.3%	8.4%

Single Family Dwelling	Total Wages	Targeted Benefitable Materials	Expense Materials (including Holiday Taxes)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor Related Costs					
Wages for Crews	\$155,380	\$161,233	\$260,176	\$63,698	\$580,507
Benefits for Crews	\$144,384	\$145,202	\$122,479	\$34,622	\$446,687
Payroll Taxes	\$29,568	\$29,076	\$21,646	\$7,321	\$87,611
Workers Compensation Insurance	\$23,320	\$23,650	\$18,136	\$4,560	\$70,672
Total Direct Labor Related Costs	\$352,652	\$360,161	\$422,437	\$109,201	\$1,244,451
Direct Fuel Costs	\$37,293	\$40,074	\$33,175	\$3,024	\$113,566
Other Direct Costs	\$10,003	\$12,776	\$44,230	\$4,837	\$71,846
Depreciation - Collection Vehicles	\$56,707	\$54,918	\$53,566	\$2,787	\$167,978
Depreciation - Containers	\$22,113	\$21,804	\$29,108	\$0	\$73,025
Depreciation for Collection Equipment	\$79,202	\$76,207	\$82,903	\$2,787	\$241,199
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form 9)					
General and Administrative	\$147,972	\$113,863	\$149,839	\$5,208	\$416,882
Operational	\$37,373	\$30,012	\$34,360	\$1,912	\$104,657
Vehicle Maintenance	\$64,166	\$68,827	\$69,856	\$2,029	\$205,878
Container Maintenance	\$21,579	\$21,132	\$23,839	\$748	\$67,297
Total Allocated Indirect Costs including Depreciation and Interest	\$267,090	\$233,834	\$277,903	\$9,957	\$888,676
Total Allocated Indirect Depreciation Costs (Form 9)	\$2,027	\$2,179	\$2,170	\$0	\$6,476
Annual Implementation Cost Assortment (Form 6)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,000,817	\$947,148	\$879,823	\$128,965	\$2,044,850
Profit (insert Operating Ratio below)	\$96,188	\$95,424	\$96,158	\$3,443	\$389,213
96.5%					
Total Proposed Costs before Pass-Through Cost Allocation	\$1,116,929	\$1,069,972	\$996,000	\$143,568	\$2,434,063
Contractor Pass-Through Costs					
Interest Expense	\$19,429	\$19,181	\$20,112	\$694	\$79,416
Total Contractor Pass-Through Costs	\$20,650	\$20,180	\$20,212	\$694	\$80,830
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,137,579	\$1,090,152	\$1,016,212	\$154,262	\$2,514,893

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Accounts	Accounts	Accounts	Accounts
2018	7,829	7,829	7,829	
2019	7,874	7,874	7,874	
2020	7,890	7,890	7,890	
Rolling Three-Year Average	7,864	7,864	7,864	

SRWMA COLLECTION AGREEMENT
 City of Mariposa Park Allocated Costs - SED

Prepared Compensation 2022

Step 1. Index Based Adjustments

CVS W/Vignos (2017 Lined as Example)	264,176	264,176	264,176	264,176	264,176
CVS W/Vignos (2017 Lined as Example)	264,176	264,176	264,176	264,176	264,176
CVS W/Vignos Adjustment	0.00%	0.00%	0.00%	0.00%	0.00%
PV CVS Medical (2017 Lined as Example)	477,813	477,813	477,813	477,813	477,813
CVS W/Medical (2017 Lined as Example)	477,813	477,813	477,813	477,813	477,813
CVS W/Medical Adjustment	0.00%	0.00%	0.00%	0.00%	0.00%
PV CVS-U-Maine Paid (2017 Lined as Example)	249,212	249,212	249,212	249,212	249,212
CVS-U-Maine Paid (2017 Lined as Example)	249,212	249,212	249,212	249,212	249,212
CVS-U-Maine Paid Adjustment	0.00%	0.00%	0.00%	0.00%	0.00%
PV CVS-U (2017 Lined as Example)	249,963	249,963	249,963	249,963	249,963
CVS-U (2017 Lined as Example)	249,963	249,963	249,963	249,963	249,963
CVS-U Adjustment	0.00%	0.00%	0.00%	0.00%	0.00%

Single Family Dwelling	A	B	C	D	E	F
Annual Cost of Operations	Total Items	Target Base/Rate Materials	Current Materials (including Hidden)	Year On-Coll Collection Items	Single Family Dwelling Total	
Annual Cost of Operations						
Street Light Related Costs						
Wages for OSHA	\$10,380	\$10,380	\$10,380	\$1,208	\$9,172	\$9,172
Benefits for OSHA	\$144,186	\$144,186	\$144,186	\$1,682	\$142,504	\$142,504
Payroll Taxes	\$21,608	\$21,608	\$21,608	\$2,597	\$19,011	\$19,011
Workers Compensation Insurance	\$2,322	\$2,322	\$2,322	\$278	\$2,044	\$2,044
Total Street Light Related Costs	\$178,496	\$178,496	\$178,496	\$21,865	\$156,631	\$156,631
Direct Fuel Costs	\$17,919	\$17,919	\$17,919	\$2,176	\$15,743	\$15,743
Other Street Costs	\$10,010	\$10,010	\$10,010	\$1,208	\$8,802	\$8,802
Depreciation - Collection Vehicles	\$6,767	\$6,767	\$6,767	\$812	\$5,955	\$5,955
Depreciation - Collectors	\$22,117	\$22,117	\$22,117	\$2,654	\$19,463	\$19,463
Depreciation for Collection Equipment	\$79,222	\$79,222	\$79,222	\$9,507	\$69,715	\$69,715
Other	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From B)	\$1,07,972	\$1,07,972	\$1,07,972	\$12,958	\$94,914	\$94,914
General and Administrative	\$15,573	\$15,573	\$15,573	\$1,868	\$13,705	\$13,705
Operations	\$92,399	\$92,399	\$92,399	\$11,090	\$81,309	\$81,309
Vehicle Maintenance	\$0	\$0	\$0	\$0	\$0	\$0
Contractor Maintenance	\$0	\$0	\$0	\$0	\$0	\$0
Total Allocated Indirect Costs including Depreciation and Interest	\$1,07,972	\$1,07,972	\$1,07,972	\$12,958	\$94,914	\$94,914
Total Allocated Indirect Depreciation Costs (From B)	\$2,427	\$2,427	\$2,427	\$291	\$2,136	\$2,136
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,094,667	\$1,094,667	\$1,094,667	\$130,865	\$963,802	\$963,802
Profit (Insert Operating Ratio Below)	\$108,108	\$108,108	\$108,108	\$12,958	\$95,150	\$95,150
Total Proposed Costs before Pass-Through Cost Allocation	\$1,202,775	\$1,202,775	\$1,202,775	\$143,823	\$1,058,952	\$1,058,952
Contractor Pass-Through Costs	\$19,429	\$19,429	\$19,429	\$2,332	\$17,097	\$17,097
Total Contractor Pass-Through Costs	\$28,858	\$28,858	\$28,858	\$3,464	\$25,394	\$25,394
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,231,633	\$1,231,633	\$1,231,633	\$147,287	\$1,084,346	\$1,084,346

SERRA COLLECTION AGREEMENT

City of Merced Park Abandoned Cans - MFD & Commercial

Proposed Compensation

2021

	Statistics Used for New 2021 State Allocation Only							Total
	1.1%	1.2%	1.2%	1.2%	2%	2%	2.1%	2,348
City # of Accounts	1,136	10,210	10,210	1,212	195	29,564	195	29,564
SERRA # Accounts	0,012	11,896	11,896	17,176	26,796	2,796	26,796	22,489
City # of Accounts %	11.9%	11.8%	11.8%	14.2%	13.6%	12.2%	13.6%	11.8%
City Total Hours Labor Hours Year	4,092.18	2,872.82	2,872.82	877.66	799.54	996.43	799.54	9,552
SERRA Total Hours Labor Hours Year	47,971.63	27,111.92	27,111.92	6,556.65	6,187.13	13,087.24	6,187.13	80,598
City Total Hours Labor Hours %	10.4%	11.9%	11.9%	11.2%	11.2%	11.9%	11.2%	10.9%
City # of vans hours/year	1,350.29	1,397.19	1,397.19	440.20	709.14	949.43	709.14	4,181
SERRA # of vans hours/year	11,267.88	24,241.12	24,241.12	6,466.00	6,187.13	13,087.24	6,187.13	48,293
City # of vans hours/year %	12.6%	11.9%	11.9%	14.0%	11.2%	11.2%	11.2%	11.8%
City Total Containers to Service	2,811	2,122	2,122	546	546	2,197	546	4,550
SERRA Total Containers to Service	17,236	14,795	14,795	2,079	2,079	29,564	2,079	38,550
City Total Containers to Service %	17.2%	14.8%	14.8%	14.8%	14.8%	14.8%	14.8%	11.9%

Annual Cost of Operations	MFD & Commercial							MFD & Commercial Total
	City and the State	City and the State	City and the State	Total Daily	Total Daily	Total Daily		
Total Labor Based Costs								
Wages for City	\$129,944	\$231,577	\$46,943	\$95,448	\$10,516	\$915,308		
Benefits for City	\$212,567	\$392,287	\$93,187	\$20,667	\$5,516	\$467,241		
Payroll Taxes	\$44,000	\$84,407	\$8,903	\$4,500	\$108	\$76,188		
Vehicle Compensation Insurance	\$27,200	\$23,287	\$5,297	\$4,025	\$10	\$5,232		
Total Labor Based Annual Costs	\$804,549	\$1,011,848	\$162,436	\$80,128	\$16,940	\$1,664,187		
Other Labor Costs								
Other Labor Costs	\$39,248	\$23,546	\$12,266	\$1,441	\$1,123	\$95,122		
Depreciation - Customer Vehicles	\$89,106	\$77,427	\$39,094	\$10,110	\$1,244	\$141,549		
Depreciation - Containers	\$11,792	\$14,890	\$27,027	\$9,697	\$1,848	\$140,899		
Depreciation for Collection Equipment	\$44,079	\$14,800	\$14,800	\$0	\$287	\$10,736		
Lease	\$81,347	\$44,794	\$28,619	\$9,669	\$1,201	\$178,443		
Other	\$0	\$0	\$0	\$0	\$0	\$0		
Abandoned Inland Cans including Depreciation and Interest (From %)								
General and Administrative	\$131,439	\$159,214	\$296,147	\$93,270	\$2,387	\$974,206		
Operations	\$21,987	\$21,096	\$33,613	\$13,170	\$477	\$61,736		
Vehicle Maintenance	\$44,040	\$44,139	\$44,242	\$25,515	\$916	\$176,749		
Container Maintenance	\$51,282	\$12,800	\$28,140	\$12,580	\$208	\$21,239		
Year Abandoned Inland Cans including Depreciation and Interest	\$198,742	\$191,826	\$228,167	\$141,746	\$1,726	\$629,966		
Total Abandoned Inland Depreciation Costs (From %)	\$1,413	\$1,418	\$2,216	\$976	\$27	\$1,629		
Annual Implementation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0	\$0		
Total Annual Cost of Operations	\$1,279,546	\$1,603,486	\$1,077,980	\$220,318	\$24,799	\$2,714,479		
Profit (Insert Operating Ratio Below)	\$14,900,511	\$84,419	\$94,473	\$23,443	\$2,296	\$29,146		
94.5%								
Total Proposed (Even Inland From Through Cost Allocation)	\$1,244,646	\$1,712,398	\$1,094,459	\$246,767	\$27,025	\$2,801,629		
Contractor Fees Through Costs								
Insurance Expense	\$29,512	\$14,434	\$12,476	\$2,500	\$48	\$14,130		
Total Contractor Fees Through Costs	\$29,512	\$14,434	\$12,476	\$2,500	\$48	\$14,130		
TOTAL BASE CONTRACTORS COMPENSATION	\$149,026	\$79,968	\$69,952	\$14,997	\$27,324	\$149,026		
Service Level Statistics Used for Future Service Level Cost Adjustments								
	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	
2014	148,575	149,065	24,596	749				
2015	144,464	149,509	27,131	751				
2016	147,548	149,549	29,956	759				
Rolling Three-Year Average	144,842	149,560	27,418	761				

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021
City of Menlo Park Allocated Costs - MFD & Commercial

Step 2: Index Based Adjustments					
FF CFS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CFS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CFS-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
FF CFS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CY CFS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CFS-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
FF CFS-U-Misc Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CFS-U-Misc Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CFS-U-Misc Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
FF CFS-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CY CFS-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CFS-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cost and the Solid Waste	Cost and the Recyclable Materials	Cost and the Organic Materials (including Holiday Tonnage)	Total Drop Box Services (All Materials)	Two-On-Call Collection Events	MFD & Commercial Total
	K	F	G	H	J	
Annual Cost of Operations						
<i>Direct Labor-Related Costs</i>						
Wages for CDBs	\$129,084	\$221,377	\$96,963	\$56,548	\$99,316	\$911,388
Benefits for CDBs	\$212,767	\$99,247	\$39,317	\$26,647	\$5,674	\$407,511
Permit Taxes	\$44,095	\$18,435	\$8,067	\$4,765	\$818	\$76,180
Workers Compensation Insurance	\$27,320	\$13,782	\$6,302	\$3,029	\$723	\$61,229
Total Direct Labor-Related Costs	\$864,505	\$373,646	\$142,659	\$90,329	\$106,980	\$1,664,157
<i>Direct Fuel Costs</i>						
Other Direct Costs	\$18,244	\$23,246	\$13,266	\$5,449	\$1,322	\$59,522
Depreciation - Collection Vehicles	\$71,772	\$14,894	\$23,672	\$8,693	\$1,968	\$140,999
Depreciation - Containers	\$14,075	\$9,807	\$14,387	\$0	\$267	\$38,536
Depreciation for Collection Equipment	\$63,847	\$44,761	\$38,259	\$8,693	\$1,333	\$176,693
Lease	\$0	\$0	\$0	\$0	\$0	\$0
<i>Allocated Indirect Costs including Depreciation and Interest (From 1)</i>						
General and Administrative	\$193,439	\$199,214	\$206,342	\$142,751	\$2,341	\$474,286
Operations	\$23,647	\$23,646	\$19,613	\$13,379	\$437	\$93,763
Vehicle Maintenance	\$44,049	\$44,139	\$44,242	\$23,935	\$934	\$179,399
Container Maintenance	\$15,717	\$15,809	\$28,349	\$13,966	\$308	\$73,780
Total Allocated Indirect Costs including Depreciation and Interest	\$196,312	\$193,808	\$238,517	\$112,781	\$3,720	\$626,986
Total Allocated Indirect Depreciation Costs (From 1)	\$1,413	\$1,418	\$1,711	\$976	\$27	\$1,621
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,276,568	\$663,689	\$487,989	\$226,514	\$24,729	\$2,716,479
Profit (Insert Operating Ratio below)	\$134,064	\$48,619	\$56,473	\$23,862	\$2,396	\$285,155
Total Proposed Costs before Pass-Through Cost Allocation	\$1,410,632	\$712,308	\$544,462	\$250,376	\$27,125	\$3,001,634
Contractor Pass-Through Costs						
Interest Expense	\$28,342	\$16,634	\$12,476	\$2,400	\$438	\$58,230
Total Contractor Pass-Through Costs	\$28,342	\$16,634	\$12,476	\$2,400	\$438	\$58,230
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,438,974	\$728,942	\$556,938	\$252,776	\$27,563	\$3,059,864

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021

City of Menlo Park Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments					
	2014	2015	2016	2017	2018
2014	146,575	143,065	24,596	740	
2015	144,804	143,509	27,531	731	
2016	143,546	149,305	29,526	750	
Prior Year Rolling Three-Year Average	144,842	145,968	27,218	742	
2014	146,575	143,065	24,596	740	
2015	144,804	143,509	27,531	731	
2016	143,546	149,305	29,526	750	
Current Year Rolling Three-Year Average	144,842	145,968	27,218	742	
100% Service Level Adjustment Factor	200.0%	200.0%	200.0%	100.0%	
100% Service Level Adjustment Factor	200.0%	200.0%	200.0%	200.0%	

MFD & Commercial	Cost and Non-Recycled Waste	Cost and Non-Recyclable Materials	Cost and Non-Organic Materials (Including Shingles/Trees)	Total Drop Box Services (All Materials)	Two On-Call Collection Events	MFD & Commercial Total
	E	F	G	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CDEs	\$129,984	\$221,577	\$96,763	\$56,748	\$10,714	\$515,786
Benefits for CDEs	\$212,707	\$99,247	\$30,517	\$20,947	\$5,074	\$468,592
Payroll Taxes	\$44,095	\$18,431	\$8,967	\$4,701	\$808	\$76,969
Workers Compensation Insurance	\$33,700	\$33,787	\$6,802	\$4,022	\$231	\$78,542
Total Direct Labor-Related Costs	\$840,586	\$313,042	\$143,050	\$86,418	\$16,827	\$1,400,123
Direct Fuel Costs	\$18,244	\$21,246	\$13,246	\$1,440	\$1,122	\$35,298
Other Direct Costs	\$80,144	\$77,420	\$16,694	\$10,310	\$1,548	\$186,116
Depreciation - Collection Vehicles	\$71,772	\$34,894	\$23,672	\$8,693	\$1,868	\$140,899
Depreciation - Containers	\$14,075	\$9,867	\$14,387	\$1	\$267	\$38,637
Depreciation for Collection Equipment	\$83,847	\$44,750	\$38,059	\$8,693	\$1,313	\$176,612
Lease	\$1	\$1	\$1	\$1	\$1	\$4
Allocated Indirect Costs (including Depreciation and Interest thereon)						
General and Administrative	\$103,419	\$109,254	\$246,182	\$14,270	\$2,341	\$475,466
Operations	\$23,687	\$23,034	\$33,831	\$13,170	\$437	\$94,159
Vehicle Maintenance	\$44,049	\$44,139	\$64,243	\$21,891	\$634	\$174,956
Container Maintenance	\$11,717	\$11,491	\$28,340	\$13,966	\$308	\$55,822
Total Allocated Indirect Costs including Depreciation and Interest	\$188,872	\$196,918	\$372,600	\$51,774	\$4,720	\$718,884
Total Allocated Indirect Depreciation Costs (From 9)	\$1,433	\$1,418	\$1,751	\$976	\$27	\$3,605
Annual Implementation Cost Amortization (From 8)	\$1	\$1	\$1	\$1	\$1	\$4
Total Annual Cost of Operations	\$1,276,548	\$653,689	\$527,983	\$233,914	\$24,729	\$2,116,863
Profit (Insert Operating Ratio below)	90.5%	\$134,969	\$48,419	\$74,473	\$2,994	\$285,855
Total Proposed Costs before Pass-Through Cost Allocation	\$1,418,912	\$721,898	\$604,476	\$246,977	\$27,723	\$2,402,718
Contractor Pass-Through Costs						
Interest Expense	\$28,142	\$14,614	\$12,476	\$2,850	\$418	\$58,500
Total Contractor Pass-Through Costs	\$28,142	\$14,614	\$12,476	\$2,850	\$418	\$58,500
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,447,054	\$736,512	\$616,952	\$249,827	\$28,141	\$2,461,218

SMPVA COLLECTION AGREEMENT

Proposed Compensation

2013

City of Merced Park Allocated Costs - Agency Facilities		Services Used for Year 2013 Cost Allocation Study		2013		Total	
City of Merced per year	\$4,273	1,318	67,344	71,617	7,869	79,486	
SDRMSA # 47 Company	242,807	6,754	61,614	249,561	64,560	314,121	
City of Merced per year %	24.7%	8.3%	27.7%		8.2%		
City Total State Labor Hours per year	629,110	22,779	360,551	989,660	594,602	1,584,262	
SDRMSA # 47 Company Total State Labor Hours per year	4,796,519	156,609	699,656	5,592,784	5,914,345	11,507,129	
City Total State Labor Hours per year %	11.8%	14.6%	14.2%		5.1%		
City of Merced Allocation	1,881,910	22,440	290,735	2,194,885	418,177	2,613,062	
SDRMSA # 47 Company Allocation	2,228,990	18,789	368,921	2,616,700	243,728	2,860,428	
City of Merced Allocation %	28.7%	18.7%	29.7%		15.3%		
City of Merced Allocation % of Total Allocation	20%	20%	20%		20%		
SDRMSA # 47 Company Allocation %	70%	79.3%	70.3%		79.7%		
City of Merced Allocation % of Total Allocation %	21.2%	21.6%	21.6%		21.6%		
City of Merced Allocation % of Total Allocation %	21.2%	21.6%	21.6%		21.6%		
City of Merced Allocation % of Total Allocation %	21.2%	21.6%	21.6%		21.6%		
City of Merced Allocation % of Total Allocation %	21.2%	21.6%	21.6%		21.6%		

Agency Facilities	City of Merced		City of Merced		City of Merced		Total (City of Merced)		Agency Executive Total
	Cost and This Study	City of Merced	Cost and This Study	City of Merced	Cost and This Study	City of Merced	Total (City of Merced)	Agency Executive Total	
Annual Cost of Operations									
Total Labor Related Costs	\$24,270	\$600	\$8,800	\$12,600	\$1,017	\$2,518	\$2,518	\$41,887	
Supplies for CDVs	\$11,420	\$110	\$4,316	\$5,104	\$2,641	\$1,887	\$1,887	\$19,429	
Benefits for CDVs	\$9,850	\$490	\$4,484	\$5,388	\$746	\$2,631	\$2,631	\$16,458	
Project Taxes	\$4,000	\$100	\$150	\$150	\$630	\$300	\$300	\$2,000	
Workers Compensation Insurance	\$4,250	\$100	\$772	\$870	\$509	\$627	\$627	\$4,877	
Total Labor Related Costs	\$38,790	\$1,200	\$14,006	\$18,212	\$1,902	\$4,017	\$4,017	\$64,209	
Other Related Costs	\$8,719	\$88	\$1,308	\$1,396	\$449	\$102	\$102	\$6,142	
Other Related Costs	\$8,719	\$88	\$1,308	\$1,396	\$449	\$102	\$102	\$6,142	
Depreciation - Collection Vehicles	\$14,682	\$366	\$3,481	\$3,847	\$1,864	\$1,982	\$1,982	\$11,286	
Depreciation - Collection	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Expenses for Callcenter Equipment	\$14,682	\$366	\$3,481	\$3,847	\$1,864	\$1,982	\$1,982	\$11,286	
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Advanced Related Costs including Depreciation and Interest (1.00%)	\$12,900	\$600	\$12,300	\$12,900	\$7,713	\$1,189	\$1,189	\$25,782	
Overhead and Administrative (using 15% for Agency Costs)	\$6,350	\$150	\$2,025	\$2,200	\$1,275	\$195	\$195	\$11,490	
Variable Expenses	\$12,300	\$150	\$4,500	\$4,650	\$1,275	\$1,982	\$1,982	\$21,490	
Contract Maintenance (using 10% for Agency Costs)	\$4,270	\$100	\$1,271	\$1,371	\$1,017	\$171	\$171	\$7,873	
Total Advanced Related Costs including Depreciation and Interest	\$27,140	\$1,200	\$20,079	\$21,471	\$13,472	\$1,368	\$1,368	\$56,146	
Total Advanced Related (Depreciation Cost) (From A)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Annual Implementation (City Administration) (From A)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Annual Cost of Operations	\$121,280	\$3,328	\$44,684	\$48,011	\$26,699	\$1,349	\$1,349	\$206,439	
Funds (Smart Operating Ratio below)	\$121,280	\$3,328	\$44,684	\$48,011	\$26,699	\$1,349	\$1,349	\$206,439	
96.5%									
Total Operating Costs before Pass-Through Cost Allocation	\$124,608	\$3,677	\$49,992	\$53,408	\$28,166	\$1,349	\$1,349	\$212,316	
Contractor Pass-Through Costs									
General Expenses	\$0	\$0	\$1,000	\$1,000	\$700	\$221	\$221	\$1,071	
Total Contractor Pass-Through Costs	\$0	\$0	\$1,000	\$1,000	\$700	\$221	\$221	\$1,071	
TOTAL BASE CONTRACTORS' COMPENSATION	\$124,608	\$3,677	\$50,992	\$54,408	\$28,866	\$1,570	\$1,570	\$213,387	

Year	Services Used Statistics Used for Total Base Contract Cost Allocation		Total
	Labor	Other	
2014	59,887	5,443	65,330
2013	37,080	1,196	38,276
2012	59,475	1,311	60,786
Rolling Three-Year Average	50,481	1,287	51,768

SRWA COLLECTION AGREEMENT
City of Meigs Park Allocated Costs - Agency Facilities
 Proposed Compensation 2023

Step 1: Before Award Adjustments

	2024 LTR	2024 LTR	2024 LTR	2024 LTR	2024 LTR	2024 LTR	2024 LTR	2024 LTR
PT CTS-30 Agency (2017 Land in Example)	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176
CT CTS-30 Agency (2017 Land in Example)	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176
CT CTS-30 Agency Adjustment	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000
PT CTS-30 Allocated (2017 Land in Example)	477,815	477,815	477,815	477,815	477,815	477,815	477,815	477,815
CT CTS-30 Allocated (2017 Land in Example)	477,815	477,815	477,815	477,815	477,815	477,815	477,815	477,815
CT CTS-30 Allocated Adjustment	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000
PT CTS-11 Allocated (Paid (2017 Land in Example)	209,232	209,232	209,232	209,232	209,232	209,232	209,232	209,232
CT CTS-11 Allocated (Paid (2017 Land in Example)	209,232	209,232	209,232	209,232	209,232	209,232	209,232	209,232
CT CTS-11 Allocated Adjustment	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000
PT CTS-11 (2017 Land in Example)	209,983	209,983	209,983	209,983	209,983	209,983	209,983	209,983
CT CTS-11 (2017 Land in Example)	209,983	209,983	209,983	209,983	209,983	209,983	209,983	209,983
CT CTS-11 Adjustment	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000

Agency Facilities	Cost and Fee Sold X	Cost and Fee Change Variable Q	Cost and Fee Responsible Variable P	Total Paid Responsible Variable R	Variable and Fixed Y	Agency Facilities Total
Annual Cost of Operations						
Direct Labor Annual Costs						
Signer for CDA	\$24,229	\$603	\$4,369	\$3,042	\$2,318	\$41,889
Shredder for CDA	\$11,729	\$103	\$4,146	\$2,641	\$1,897	\$19,626
Office Truck	\$2,816	\$33	\$719	\$419	\$211	\$3,988
Vehicle Maintenance	\$2,226	\$42	\$62	\$88	\$46	\$2,302
Total Direct Labor Annual Costs	\$39,229	\$819	\$14,296	\$9,212	\$6,873	\$64,108
Shared Total Costs	\$3,729	\$98	\$1,308	\$849	\$322	\$6,142
Other Shared Costs	\$6,711	\$189	\$2,449	\$1,294	\$609	\$11,260
Depreciation - Collection Vehicle	\$14,022	\$198	\$2,141	\$1,262	\$1,052	\$23,596
Depreciation - Collection	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$14,022	\$198	\$2,141	\$1,262	\$1,052	\$23,596
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Indirect Costs including Depreciation and Interest From %	\$22,909	\$933	\$12,848	\$7,713	\$1,289	\$44,792
Unshared and Allocated in Using CDA for Agency Cost	\$6,736	\$184	\$2,476	\$1,276	\$566	\$11,498
Vehicle Maintenance	\$12,426	\$352	\$4,598	\$3,042	\$1,882	\$21,298
Contractor Maintenance Using CDA for Agency Cost	\$4,729	\$146	\$2,131	\$1,211	\$717	\$7,893
Total Adjusted Indirect Costs including Depreciation and Interest	\$17,161	\$639	\$23,029	\$13,812	\$2,698	\$46,104
Total Annual Indirect Costs From %	\$429	\$113	\$158	\$109	\$18	\$702
Annual Implementation Cost Assumptions From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$120,289	\$3,239	\$49,496	\$28,498	\$3,241	\$206,403
Profit (Insert Operating Ratio below)	\$12,731	\$489	\$4,641	\$2,561	\$268	\$21,691
96.3%						
Total Operating Costs Before Pass Through Cost Allocation	\$133,020	\$3,728	\$54,137	\$31,059	\$3,509	\$228,094
Contractor Pass Through Costs						
Insured Expenses	\$2,275	\$62	\$1,091	\$739	\$223	\$3,389
Total Contractor Pass Through Costs	\$2,275	\$62	\$1,091	\$739	\$223	\$3,389
TOTAL AWARD CONTRACTOR'S COMPENSATION	\$135,295	\$3,790	\$55,228	\$31,798	\$3,732	\$231,483

SARMA COLLECTION AGREEMENT
City of Nevada Park Allocated Costs - Agency Facilities
 Prepared Corporation: 2021

	Year 2 - Service Area Adjustment					
	2014	2015	2016	2017	2018	2019
Prior Year Budget Three Year Average	1,207	1,207	1,207	1,207	1,207	1,207
Current Year Budget Three Year Average	1,207	1,207	1,207	1,207	1,207	1,207
2020 Service Level Adjustment Factor	100%	100%	100%	100%	100%	100%
2021 Service Level Adjustment Factor	100%	100%	100%	100%	100%	100%

Agency Facilities	Cost and Fee Based		Cost and the		Cost and the		Total Direct		Variable and		Agency
	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	
Annual Cost of Operations											
Board Room Rental Costs	\$24,221	\$61	\$61	\$6,300	\$1,692	\$2,108	\$2,108	\$2,108	\$2,108	\$2,108	\$2,108
Signage for COVID-19	\$11,235	\$11	\$11	\$1,100	\$2,601	\$1,147	\$1,147	\$1,147	\$1,147	\$1,147	\$1,147
Board Room	\$2,200	\$10	\$10	\$700	\$474	\$171	\$171	\$171	\$171	\$171	\$171
System Computer Hardware	\$1,250	\$17	\$17	\$15	\$85	\$85	\$85	\$85	\$85	\$85	\$85
Total Board Room Rental Costs	\$19,901	\$17,298	\$17,298	\$18,306	\$8,202	\$8,117	\$8,117	\$8,117	\$8,117	\$8,117	\$8,117
Board Staff Costs	\$3,574	\$0	\$0	\$1,200	\$60	\$12	\$12	\$12	\$12	\$12	\$12
Other Board Costs	\$6,791	\$393	\$393	\$2,408	\$1,984	\$608	\$608	\$608	\$608	\$608	\$608
Depreciation - Computers, Vehicles	\$14,417	\$396	\$396	\$1,147	\$1,302	\$1,302	\$1,302	\$1,302	\$1,302	\$1,302	\$1,302
Depreciation - Computers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Education Equipment	\$14,417	\$396	\$396	\$1,147	\$1,302	\$1,302	\$1,302	\$1,302	\$1,302	\$1,302	\$1,302
Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Board Room Rental, Depreciation and Lease (From 1)	\$12,200	\$802	\$802	\$12,208	\$1,712	\$1,419	\$1,419	\$1,419	\$1,419	\$1,419	\$1,419
Board Room Administrative (From 1) (for Agency Costs)	\$6,791	\$34	\$34	\$2,200	\$1,276	\$396	\$396	\$396	\$396	\$396	\$396
Vehicle Maintenance	\$12,200	\$12	\$12	\$6,600	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692
Contract Maintenance (Using 10% for Agency Costs)	\$6,750	\$10	\$10	\$1,711	\$1,111	\$171	\$171	\$171	\$171	\$171	\$171
Total Adjusted Board Room including Depreciation and Lease	\$17,298	\$1,207	\$1,207	\$20,529	\$13,402	\$12,008	\$12,008	\$12,008	\$12,008	\$12,008	\$12,008
Total Adjusted Board Room (From 1)	\$19	\$10	\$10	\$100	\$100	\$10	\$10	\$10	\$10	\$10	\$10
Annual Supplemental Car Maintenance (From A)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$19,310	\$1,227	\$1,227	\$20,629	\$13,502	\$12,118	\$12,118	\$12,118	\$12,118	\$12,118	\$12,118
Profit (Insert Operating Ratio below)	\$12,711	\$49	\$49	\$4,601	\$1,292	\$98	\$98	\$98	\$98	\$98	\$98
98.5%											
Total Operating Costs before Fees Through Cost Allocation	\$12,612	\$127	\$127	\$4,501	\$1,194	\$140	\$140	\$140	\$140	\$140	\$140
Contractor Fees Through Costs											
Board Expenses	\$2,700	\$0	\$0	\$1,091	\$76	\$22	\$22	\$22	\$22	\$22	\$22
Total Contractor Fees Through Costs	\$12,612	\$127	\$127	\$4,501	\$1,194	\$140	\$140	\$140	\$140	\$140	\$140
TOTAL BASE CONTRACTORS COMPENSATION	\$12,612	\$127	\$127	\$4,501	\$1,194	\$140	\$140	\$140	\$140	\$140	\$140

SRMIA COLLECTION AGREEMENT
B. City of Redwood City, Alameda-City - SID Proposed Compensation 2021

Step 3 - Sales Based Adjustments

PT C91-16-16 Sign (2017 Lead or Example)	204.7%	204.7%	204.7%	204.7%	204.7%
PT C91-16-16 Sign (2017 Lead or Example)	204.7%	204.7%	204.7%	204.7%	204.7%
PT C91-16-16 Sign (2017 Lead or Example)	189.9%	189.9%	189.9%	189.9%	189.9%
PT C91-16-16 Sign (2017 Lead or Example)	477.81%	477.81%	477.81%	477.81%	477.81%
PT C91-16-16 Sign (2017 Lead or Example)	477.81%	477.81%	477.81%	477.81%	477.81%
PT C91-16-16 Sign (2017 Lead or Example)	189.9%	189.9%	189.9%	189.9%	189.9%
PT C91-16-16 Sign (2017 Lead or Example)	209.21%	209.21%	209.21%	209.21%	209.21%
PT C91-16-16 Sign (2017 Lead or Example)	209.21%	209.21%	209.21%	209.21%	209.21%
PT C91-16-16 Sign (2017 Lead or Example)	189.9%	189.9%	189.9%	189.9%	189.9%
PT C91-16-16 Sign (2017 Lead or Example)	209.21%	209.21%	209.21%	209.21%	209.21%
PT C91-16-16 Sign (2017 Lead or Example)	209.21%	209.21%	209.21%	209.21%	209.21%
PT C91-16-16 Sign (2017 Lead or Example)	189.9%	189.9%	189.9%	189.9%	189.9%

Annual Cost of Operations	Single Family Dwelling				
	2021	2022	2023	2024	2025
Annual Cost of Operations					
Direct Labor - Hourly Cost	\$40,234	\$42,279	\$44,324	\$46,369	\$48,414
Supplies for Office	\$19,530	\$20,507	\$21,484	\$22,461	\$23,438
Travel for Office	\$16,548	\$17,280	\$18,012	\$18,744	\$19,476
Printed Tapes	\$12,500	\$13,000	\$13,500	\$14,000	\$14,500
Student Computer Expense	\$10,200	\$10,600	\$11,000	\$11,400	\$11,800
Lead Based Lead Substitution	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Other Travel Costs	\$61,363	\$63,849	\$66,335	\$68,821	\$71,307
Depreciation - Cellular Vehicle	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Depreciation - Computer	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Depreciation - Office Equipment	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Lease	\$0	\$0	\$0	\$0	\$0
Advised Vehicle Costs including Depreciation and Interest (From 1)	\$20,420	\$21,248	\$22,076	\$22,904	\$23,732
Operational Expenses	\$41,294	\$42,787	\$44,280	\$45,773	\$47,266
Vehicle Maintenance	\$12,047	\$12,526	\$13,005	\$13,484	\$13,963
Vehicle Insurance	\$67,803	\$69,296	\$70,789	\$72,282	\$73,775
Lead Based Lead Substitution (From 1)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Lead Based Lead Substitution (From 1)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Lead Based Lead Substitution (From 1)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Annual Substitution-Cost Adjustment-From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Fixed (Invent Operating Costs below)	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Total Annual Cost of Operations	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000
Customer Fees Through Costs	\$127,500	\$131,500	\$135,500	\$139,500	\$143,500
Total Customer Fees Through Costs	\$127,500	\$131,500	\$135,500	\$139,500	\$143,500
TOTAL BASE CONTRACTOR'S COMPENSATION	\$672,500	\$668,500	\$664,500	\$660,500	\$656,500

SRMWA COLLECTION AGREEMENT
D. Cost of Bidder's Cost - Abstract Cost - STD

Proposed Compensation

2021

Fig 2 Service Fee Adjustments

	2014	2015	2016	2017	2018	2019	2020	2021
Abstract Cost	14,118	14,118	14,118	14,118	14,118	14,118	14,118	14,118
Service Fee	17,206	17,206	17,206	17,206	17,206	17,206	17,206	17,206
Total	31,324	31,324	31,324	31,324	31,324	31,324	31,324	31,324
Abstract Cost	14,118	14,118	14,118	14,118	14,118	14,118	14,118	14,118
Service Fee	17,206	17,206	17,206	17,206	17,206	17,206	17,206	17,206
Total	31,324	31,324	31,324	31,324	31,324	31,324	31,324	31,324
Abstract Cost	14,118	14,118	14,118	14,118	14,118	14,118	14,118	14,118
Service Fee	17,206	17,206	17,206	17,206	17,206	17,206	17,206	17,206
Total	31,324	31,324	31,324	31,324	31,324	31,324	31,324	31,324

Annual Cost of Operations	Single Family Dwelling					
	Actual Year	Target Year	Open Months (Actual)	Target Months	Total Cost - Abstract Cost	Single Family Dwelling Total
Annual Cost of Operations						
Direct Cost - Abstract Cost	\$49,234	\$102,271	\$49,234	\$102,271	\$49,234	\$4,814,111
Supplies for O&M	\$39,700	\$79,700	\$39,700	\$79,700	\$39,700	\$3,864,000
Benefits for O&M	\$34,848	\$70,696	\$34,848	\$70,696	\$34,848	\$3,384,000
Annual Taxes	\$6,000	\$12,000	\$6,000	\$12,000	\$6,000	\$576,000
Indirect Compensation Benefits	\$6,000	\$12,000	\$6,000	\$12,000	\$6,000	\$576,000
State Driver Labor Subsidies	\$1,000,000	\$992,000	\$1,000,000	\$992,000	\$1,000,000	\$96,000,000
Direct Fuel Costs	\$44,700	\$79,644	\$44,700	\$79,644	\$44,700	\$4,344,000
Other Direct Costs	\$81,300	\$162,600	\$81,300	\$162,600	\$81,300	\$7,884,000
Depreciation - Customer Vehicles	\$101,000	\$199,900	\$101,000	\$199,900	\$101,000	\$9,792,000
Depreciation - Customers	\$10,000	\$19,900	\$10,000	\$19,900	\$10,000	\$972,000
Depreciation for Collection Equipment	\$10,000	\$19,900	\$10,000	\$19,900	\$10,000	\$972,000
Less:	\$0	\$0	\$0	\$0	\$0	\$0
Abstract/Adjusted Costs including Depreciation and Interest (From Fig 1)	\$254,032	\$510,016	\$254,032	\$510,016	\$254,032	\$24,900,000
Operational Administration Expenses						
Vehicle Maintenance	\$10,200	\$20,400	\$10,200	\$20,400	\$10,200	\$979,200
Customer Maintenance	\$10,000	\$20,000	\$10,000	\$20,000	\$10,000	\$960,000
Customer Maintenance	\$47,800	\$95,600	\$47,800	\$95,600	\$47,800	\$4,593,600
Total Abstracted Vehicle Costs including Depreciation and Interest	\$102,000	\$204,000	\$102,000	\$204,000	\$102,000	\$9,862,800
Total Abstracted Vehicle Depreciation Cost (From Fig 1)	\$1,000,000	\$992,000	\$1,000,000	\$992,000	\$1,000,000	\$96,000,000
Annual Supplemental Cost Adjustment (From Fig 1)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$2,000,000	\$4,000,000	\$2,000,000	\$4,000,000	\$2,000,000	\$192,000,000
Profit (Insert Operating Margin below)	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Total Projected Cash Inflow From Through Cost Allocation	\$2,100,000	\$4,200,000	\$2,100,000	\$4,200,000	\$2,100,000	\$202,000,000
Contractor Pass-Through Costs	\$11,700	\$23,400	\$11,700	\$23,400	\$11,700	\$1,131,600
Interest Expense	\$12,200	\$24,400	\$12,200	\$24,400	\$12,200	\$1,185,600
Total Contractor Pass-Through Costs	\$23,900	\$47,800	\$23,900	\$47,800	\$23,900	\$2,317,200
TOTAL BIDDING CONTRACTOR'S COMPENSATION	\$23,900	\$47,800	\$23,900	\$47,800	\$23,900	\$2,317,200

SBMMA COLLECTION AGREEMENT Proposed Compensation 2021
D. City of Redwood City Allocated Costs - MFD & Commercial

	Statistics Used for Year 2021 Cost Allocation Only					Total
City # of Accounts	1,979	1,314	288	45	3,448	4,244
SBMMA # of Accounts	10,332	15,210	1,712	215	28,504	22,449
City # of Accounts %	18.2%	18.7%	16.8%	21.2%	18.2%	18.4%
City Total Route Labor hours year	8,368.12	8,464.78	3,014.19	1,203.30	2,408.69	16,252
SBMMA Total Route Labor hours year	47,971.85	27,115.02	4,156.65	4,167.11	13,081.24	87,508
City Total Route Labor hours year %	29.8%	18.7%	16.8%	19.2%	18.2%	18.4%
City # of route hours/year	4,478.23	3,919.07	967.33	1,203.30	2,408.69	12,641
SBMMA # of route hours/year	11,307.08	25,242.12	6,086.00	4,167.11	13,081.24	68,761
City # of route hours/year %	29.7%	19.2%	16.8%	19.2%	18.2%	18.4%
City Total Collections in Service	3,299	3,338	212	71	3,448	6,889
SBMMA Total Collections in Service	17,238	19,701	2,819	133	28,504	19,251
City Total Collections in Service %	18.7%	17.0%	12.7%	21.2%	18.2%	17.8%

MFD & Commercial	Cost not to be Paid Waste	Cost not to be Recovered Materials	Cost not to be Charged Materials (including Holiday Taxes)	Total Direct Cost Services (All Materials)	Time Cost All Collection Energy	MFD & Commercial Total
	A	B	C	D	E	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$1,011,941	\$112,410	\$112,447	\$91,818	\$26,764	\$1,355,380
Benefits for CBAs	\$496,420	\$149,079	\$14,264	\$15,968	\$13,132	\$715,864
Payroll Taxes	\$84,526	\$27,492	\$6,520	\$7,972	\$6,220	\$138,734
Workers' Compensation Insurance	\$72,382	\$23,713	\$7,280	\$6,520	\$1,292	\$111,289
Total Direct Labor-Related Costs	\$1,675,270	\$313,694	\$140,511	\$116,280	\$48,410	\$2,294,165
Direct Fuel Costs	\$180,342	\$12,100	\$11,112	\$9,226	\$2,801	\$215,581
Other Direct Costs	\$116,498	\$12,640	\$18,334	\$17,505	\$1,996	\$229,976
Depreciation - Collective Vehicles	\$125,648	\$48,129	\$26,907	\$14,731	\$2,764	\$218,179
Depreciation - Containers	\$21,903	\$13,519	\$10,894	\$0	\$690	\$36,816
Depreciation for Collection Equipment	\$146,716	\$64,688	\$17,861	\$14,731	\$3,474	\$247,570
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form Y)						
General and Administrative	\$192,059	\$196,636	\$197,420	\$133,228	\$7,340	\$726,683
Operations	\$19,796	\$12,118	\$16,291	\$22,905	\$1,139	\$52,259
Vehicle Maintenance	\$75,807	\$61,585	\$71,083	\$41,945	\$2,159	\$252,580
Container Maintenance	\$21,892	\$24,392	\$21,800	\$17,502	\$726	\$86,013
Total Allocated Indirect Costs including Depreciation and Interest	\$389,554	\$394,731	\$386,594	\$215,611	\$11,364	\$1,497,855
Total Allocated Indirect Depreciation Costs (Form Y)	\$2,503	\$1,471	\$1,891	\$1,474	\$69	\$6,309
Special Implementation Cost Allocation (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$2,064,824	\$708,426	\$547,105	\$485,764	\$64,874	\$3,871,093
Profit (based on Operating Ratio below)	\$246,639.47	\$94,738	\$95,653	\$42,588	\$6,719	\$486,337
Total Proposed Costs before Pass-Through Cost Allocation	\$2,311,463	\$803,164	\$642,758	\$528,352	\$71,593	\$4,357,430
Contractor Pass-Through Costs						
Interest Expense	\$47,307	\$20,640	\$12,206	\$4,749	\$1,114	\$86,026
Total Contractor Pass-Through Costs	\$47,307	\$20,640	\$12,206	\$4,749	\$1,114	\$86,026
TOTAL BASE CONTRACTOR'S COMPENSATION	\$2,358,770	\$823,804	\$654,964	\$533,101	\$72,707	\$4,443,456

Service Level Statistics Used for Future Service Level Cost Adjustments				
	2014	2015	2016	Rolling Three-Year Average
Labor	247,013	217,659	24,876	1,041
Labor	247,143	221,527	31,279	1,071
Labor	249,712	219,927	32,433	1,110
Rolling Three-Year Average	247,649	219,628	29,430	1,078

SMWA COLLECTION AGREEMENT
 Proposed Compensation 2021
 B. Cost of Labor and Other Expenses - MFD & Commercial

Step 1. Labor Based Adjustments

	2017	2018	2019	2020	2021	2022	2023	2024	2025
PT CR-36-36 (PT Lead in Example)	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176
PT CR-36-36 (PT Lead in Example)	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176
PT CR-36-36 (PT Lead in Example)	188,876	188,876	188,876	188,876	188,876	188,876	188,876	188,876	188,876
PT CR-36-36 (PT Lead in Example)	477,813	477,813	477,813	477,813	477,813	477,813	477,813	477,813	477,813
PT CR-36-36 (PT Lead in Example)	477,813	477,813	477,813	477,813	477,813	477,813	477,813	477,813	477,813
PT CR-36-36 (PT Lead in Example)	188,876	188,876	188,876	188,876	188,876	188,876	188,876	188,876	188,876
PT CR-36-36 (PT Lead in Example)	209,232	209,232	209,232	209,232	209,232	209,232	209,232	209,232	209,232
PT CR-36-36 (PT Lead in Example)	209,232	209,232	209,232	209,232	209,232	209,232	209,232	209,232	209,232
PT CR-36-36 (PT Lead in Example)	188,876	188,876	188,876	188,876	188,876	188,876	188,876	188,876	188,876
PT CR-36-36 (PT Lead in Example)	209,981	209,981	209,981	209,981	209,981	209,981	209,981	209,981	209,981
PT CR-36-36 (PT Lead in Example)	209,981	209,981	209,981	209,981	209,981	209,981	209,981	209,981	209,981
PT CR-36-36 (PT Lead in Example)	188,876	188,876	188,876	188,876	188,876	188,876	188,876	188,876	188,876

Annual Cost of Operations	MFD & Commercial		Total
	Cost of the Job	Proposed Monthly	
Annual Cost of Operations			
Material Labor Based Costs	\$1,111,100	\$1,111,100	\$1,111,100
Supplies for Office	\$604,429	\$1,020,820	\$1,625,249
Health Insurance	\$61,520	\$1,020,820	\$1,682,369
Food Taxes	\$61,520	\$77,900	\$1,394,969
Medical Compensation Burial	\$2,342	\$2,342	\$1,397,311
Total Annual Labor Based Costs	\$1,277,271	\$1,133,872	\$1,399,183
Other Direct Costs	\$96,142	\$12,200	\$1,495,325
Depreciation - (Collection Vehicle)	\$19,200	\$12,200	\$1,514,525
Depreciation - Collection	\$29,648	\$48,820	\$1,563,373
Depreciation - Collection	\$29,648	\$15,530	\$1,588,903
Depreciation for Collection Equipment	\$16,710	\$4,200	\$1,605,613
Total	\$1,628,369	\$1,214,622	\$1,628,369

Annual Cost of Operations	MFD & Commercial		Total
	Cost of the Job	Proposed Monthly	
Annual Cost of Operations			
Material Labor Based Costs	\$1,111,100	\$1,111,100	\$1,111,100
Supplies for Office	\$604,429	\$1,020,820	\$1,625,249
Health Insurance	\$61,520	\$1,020,820	\$1,682,369
Food Taxes	\$61,520	\$77,900	\$1,394,969
Medical Compensation Burial	\$2,342	\$2,342	\$1,397,311
Total Annual Labor Based Costs	\$1,277,271	\$1,133,872	\$1,399,183
Other Direct Costs	\$96,142	\$12,200	\$1,495,325
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Depreciation - Collection	\$29,648	\$48,820	\$1,563,373
Depreciation - Collection	\$29,648	\$15,530	\$1,588,903
Depreciation for Collection Equipment	\$16,710	\$4,200	\$1,605,613
Total	\$1,628,369	\$1,214,622	\$1,628,369

SRMVA COLLECTION AGREEMENT
 B. Cost of Reduced On-Street Costs: MFD & Commercial
 Proposed Compensation 2021

Year	2014		2015		2016		2017		2018		2019		2020		2021	
	LDs	LDs	LDs	LDs	LDs	LDs	LDs	LDs	LDs	LDs	LDs	LDs	LDs	LDs	LDs	LDs
2014	247,013	247,013	247,013	247,013	247,013	247,013	247,013	247,013	247,013	247,013	247,013	247,013	247,013	247,013	247,013	247,013
2015	247,141	247,141	247,141	247,141	247,141	247,141	247,141	247,141	247,141	247,141	247,141	247,141	247,141	247,141	247,141	247,141
2016	247,302	247,302	247,302	247,302	247,302	247,302	247,302	247,302	247,302	247,302	247,302	247,302	247,302	247,302	247,302	247,302
Three Year Rolling Three Year Average	247,152	247,152	247,152	247,152	247,152	247,152	247,152	247,152	247,152	247,152	247,152	247,152	247,152	247,152	247,152	247,152
2017	247,463	247,463	247,463	247,463	247,463	247,463	247,463	247,463	247,463	247,463	247,463	247,463	247,463	247,463	247,463	247,463
2018	247,624	247,624	247,624	247,624	247,624	247,624	247,624	247,624	247,624	247,624	247,624	247,624	247,624	247,624	247,624	247,624
2019	247,785	247,785	247,785	247,785	247,785	247,785	247,785	247,785	247,785	247,785	247,785	247,785	247,785	247,785	247,785	247,785
2020	247,946	247,946	247,946	247,946	247,946	247,946	247,946	247,946	247,946	247,946	247,946	247,946	247,946	247,946	247,946	247,946
Three Year Rolling Three Year Average	247,849	247,849	247,849	247,849	247,849	247,849	247,849	247,849	247,849	247,849	247,849	247,849	247,849	247,849	247,849	247,849
2021	248,107	248,107	248,107	248,107	248,107	248,107	248,107	248,107	248,107	248,107	248,107	248,107	248,107	248,107	248,107	248,107
Five Year Rolling Five Year Average	247,979	247,979	247,979	247,979	247,979	247,979	247,979	247,979	247,979	247,979	247,979	247,979	247,979	247,979	247,979	247,979

MFD & Commercial	Cost and Fee Based		Cost and Fee Based		Cost and Fee Based		Total Three Year		Total Three Year		MFD & Commercial Total
	LDs	LDs	LDs	LDs	LDs	LDs	LDs	LDs	LDs		
Assumed Cost of Operations											
Wages for O&M	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Benefits for O&M	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Fixed Costs	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Vehicle Compensation Expenses	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Total Three Year Assumed Cost	\$2,400,000	\$2,400,000	\$2,400,000	\$2,400,000	\$2,400,000	\$2,400,000	\$2,400,000	\$2,400,000	\$2,400,000	\$2,400,000	\$2,400,000
Other Direct Costs	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Depreciation - Vehicles	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Depreciation - Collection	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Depreciation for Collection Equipment	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Total	\$3,600,000	\$3,600,000	\$3,600,000	\$3,600,000	\$3,600,000	\$3,600,000	\$3,600,000	\$3,600,000	\$3,600,000	\$3,600,000	\$3,600,000
Assumed Three Year Cost including Depreciation and Interest From 10											
General and Administrative	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Vehicle Depreciation	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Collection Expenses	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Total Assumed Three Year Cost including Depreciation and Interest	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000
Total Assumed Cost of Operations	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000	\$3,800,000
Profit (based on Operating Ratio below)	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Total Proposed Cost before From-Through Cost Allocation	\$4,200,000	\$4,200,000	\$4,200,000	\$4,200,000	\$4,200,000	\$4,200,000	\$4,200,000	\$4,200,000	\$4,200,000	\$4,200,000	\$4,200,000
Contractor From-Through Costs	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Total Contractor From-Through Costs	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
TOTAL BASE CONTRACTOR'S CONTRIBUTION	\$520,000	\$520,000	\$520,000	\$520,000	\$520,000	\$520,000	\$520,000	\$520,000	\$520,000	\$520,000	\$520,000

SIWMA COLLECTION AGREEMENT

Proposed Compensation 2011

B. City of Redwood City, Alameda County - Agency Facilities	Personnel Cost for Year 2011 (Cost Allocation Only)		Personnel Cost for Year 2010		Personnel Cost for Year 2009		Agency Facilities Total
	2011	2010	2010	2009	2009	2008	
City # of full time per year	71,000	600	6,050	6,050	71,000	71,000	
City # of 1/2 full time per year (Equivalent for Veterans Contract)	262,307	16,704	65,000	65,000	663,300	663,300	
City # of 1/3 full time per year	29,776	4,675	12,126	12,126	14,676	14,676	
City Total (Total) Full Time per year	1,417,433	12,142	119,176	119,176	636,346	1,379,126	
City Total (Total) 1/2 Full Time per year	4,706,116	226,100	691,036	691,036	6,910,436	6,910,436	
City Total (Total) 1/3 Full Time per year	24,676	8,775	12,696	12,696	20,796	20,796	
City # of part time per year	1,648,771	12,146	160,344	160,344	1,739,426	1,739,426	
City # of full time per year	2,299,310	224,145	999,171	999,171	1,999,441	1,999,441	
City # of 1/2 time per year	202,786	2,295	12,796	12,796	28,996	28,996	
City # of 1/3 time per year	276	11	11	11	11	11	
City # of Veterans	842	245	245	245	528	528	
City # of Contractors	21,176	4,176	7,061	7,061	7,061	7,061	
City # of Contractors %	87%	12%	2%	2%	2%	2%	

Agency Facilities	Cost and the Total Value		Cost and the Expense Amount		Cost and the Percentage Amount		Total Cost for the Year (for Veterans Contract)		Veteran and (Veteran)		Agency Facilities Total
	2011	2010	2011	2010	2011	2010	2011	2010	2011	2010	
Annual Cost of Operations											
Total Labor Expense/Year	\$21,147	\$29	\$29	\$29	\$1,126	\$1,126	\$6,206	\$6,206	\$2,812	\$6,664	\$66,664
Wages for OTR	\$11,867	\$10	\$10	\$10	\$1,236	\$1,236	\$6,206	\$6,206	\$1,134	\$1,134	\$19,134
Benefits for OTR	\$2,126	\$27	\$27	\$27	\$17	\$17	\$66	\$66	\$24	\$24	\$1,242
Payroll Taxes	\$4,126	\$52	\$52	\$52	\$17	\$17	\$66	\$66	\$24	\$24	\$1,242
Workers Compensation Insurance	\$41,206	\$413	\$413	\$413	\$4,206	\$4,206	\$11,511	\$11,511	\$4,206	\$4,206	\$61,706
Total (Total) Labor Expense/Year	\$12,206	\$126	\$126	\$126	\$4,141	\$4,141	\$12,206	\$12,206	\$3,017	\$3,017	\$12,206
Other Direct Costs	\$6,211	\$64	\$64	\$64	\$1,126	\$1,126	\$1,126	\$1,126	\$615	\$615	\$6,211
Depreciation - Collection Vehicles	\$1,126	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$1,126
Depreciation - Collection	\$1,126	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$1,126
Depreciation for Collection Equipment	\$1,126	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$1,126
Total	\$12,206	\$126	\$126	\$126	\$4,141	\$4,141	\$12,206	\$12,206	\$3,017	\$3,017	\$12,206
Adjusted Labor Cost including Depreciation and Benefit/Year %	\$21,147	\$29	\$29	\$29	\$1,126	\$1,126	\$6,206	\$6,206	\$2,812	\$6,664	\$66,664
Contract and Administration (using 50% for Agency Cost)	\$11,126	\$112	\$112	\$112	\$1,126	\$1,126	\$6,206	\$6,206	\$2,812	\$6,664	\$66,664
Operating Vehicle Maintenance	\$11,126	\$112	\$112	\$112	\$1,126	\$1,126	\$6,206	\$6,206	\$2,812	\$6,664	\$66,664
Collection Maintenance (using 50% for Agency Cost)	\$11,126	\$112	\$112	\$112	\$1,126	\$1,126	\$6,206	\$6,206	\$2,812	\$6,664	\$66,664
Total (Total) Labor Cost including Depreciation and Benefit	\$12,206	\$126	\$126	\$126	\$4,141	\$4,141	\$12,206	\$12,206	\$3,017	\$3,017	\$12,206
Total (Total) Labor Expense/Year (2011 %)	\$12,206	\$126	\$126	\$126	\$4,141	\$4,141	\$12,206	\$12,206	\$3,017	\$3,017	\$12,206
Annual Depreciation Cost (2011 %)	\$1,126	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$1,126
Total Annual Cost of Operations	\$13,332	\$137	\$137	\$137	\$5,257	\$5,257	\$13,332	\$13,332	\$3,028	\$3,028	\$13,332
Fixed (Insert Operating Ratio below)	86.5%										
Total Operating Cost when Fixed Through Cost Allocation	\$12,206	\$126	\$126	\$126	\$4,141	\$4,141	\$12,206	\$12,206	\$3,017	\$3,017	\$12,206
Contractor Fee Through Cost	\$2,126	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$2,126
Contractor Fee Through Cost	\$2,126	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$2,126
Total Contractor Fee Through Cost	\$4,252	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$4,252
TOTAL BASE CONTRACTOR'S COMPENSATION	\$16,458	\$168	\$168	\$168	\$5,183	\$5,183	\$16,458	\$16,458	\$3,059	\$3,059	\$16,458

Service Level Metrics used for Rates Service Level Adjustments	2014		2013		2012		2011	
	Value	Weight	Value	Weight	Value	Weight	Value	Weight
Rating	2.6	30%	2.5	30%	2.4	30%	2.3	30%
Customer Satisfaction	85	20%	84	20%	83	20%	82	20%
Operating Costs	100	50%	98	50%	96	50%	94	50%
Rating Three Year Average	2.6	30%	2.5	30%	2.4	30%	2.3	30%

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021
B. City of Redwood City Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PT CFS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CFS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CFS-W-Wages Adjustment	198.8%	198.8%	198.8%	198.8%	198.8%
PT CFS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CY CFS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CFS-W-Medical Adjustment	198.8%	198.8%	198.8%	198.8%	198.8%
PT CFS-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CFS-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CFS-U-Motor Fuel Adjustment	198.8%	198.8%	198.8%	198.8%	198.8%
PT CFS-U (2017 Listed as Example)	203,983	203,983	203,983	203,983	203,983
CY CFS-U (2017 Listed as Example)	203,983	203,983	203,983	203,983	203,983
CFS-U Adjustment	198.8%	198.8%	198.8%	198.8%	198.8%

Agency Facilities	Cost and This Index	Cost and This	Cost and This	Total Direct/Indirect	Vehicle and Tires	Agency Facilities Total
	Wages	Organic Materials	Excavation Materials	Services (all Materials)		
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CBAs	\$21,817	\$278	\$2,632	\$1,626	\$2,812	\$30,965
Benefits for CBAs	\$10,833	\$130	\$1,230	\$4,509	\$1,334	\$19,036
Payroll Taxes	\$2,396	\$29	\$279	\$991	\$294	\$3,989
Workers Compensation Insurance	\$2,868	\$35	\$382	\$688	\$202	\$3,975
Total Direct Labor-Related Costs	\$40,914	\$542	\$4,923	\$7,814	\$4,642	\$58,835
Direct Fuel Costs	\$1,298	\$16	\$161	\$1,234	\$407	\$3,116
Other Direct Costs	\$6,221	\$68	\$687	\$2,363	\$671	\$10,910
Depreciation - Collection Vehicles	\$13,236	\$166	\$1,376	\$1,033	\$1,563	\$28,374
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$17,236	\$186	\$1,376	\$1,033	\$1,563	\$22,494
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From F)						
General and Administrative (using 5% for Agency Costs)	\$11,214	\$187	\$1,664	\$1,389	\$2,623	\$17,877
Operations	\$6,239	\$69	\$649	\$2,172	\$627	\$9,856
Vehicle Maintenance	\$1,933	\$19	\$1,239	\$4,134	\$1,198	\$8,523
Container Maintenance (using 5% for Agency Costs)	\$1,664	\$16	\$126	\$1,924	\$577	\$3,344
Total Allocated Indirect Costs including Depreciation and Interest	\$22,450	\$291	\$3,978	\$12,126	\$5,025	\$43,870
Total Allocated Indirect Depreciation Costs (From F)	\$402	\$5	\$45	\$104	\$158	\$614
Annual Implementation Cost Savings (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$73,664	\$1,289	\$12,763	\$46,648	\$13,619	\$148,083
Profit (insert Operating Ratio below) 96.5%	\$2,879	\$142	\$1,239	\$4,897	\$1,228	\$12,495
Total Operating Costs before Pass-Through Cost Allocation	\$76,543	\$1,431	\$14,002	\$51,545	\$14,847	\$160,578
Contractor Pass-Through Costs						
Interest Expense	\$2,896	\$31	\$292	\$1,067	\$287	\$4,573
Total Contractor Pass-Through Costs	\$2,896	\$31	\$292	\$1,067	\$287	\$4,573
TOTAL BASE CONTRACTOR'S COMPENSATION	\$79,439	\$1,462	\$14,294	\$52,612	\$15,134	\$165,151

SWM COLLECTION AGREEMENT
 B. Cost Allocation for Allocated Costs - Agency Facilities
 Proposed Compensation 2012

	2012 Service Year Adjustment					
	2014	2015	2016	2014	2015	2016
2014	49,928	49,928	49,928	4,475	4,475	360
2015	49,750	49,750	49,750	3,310	3,310	410
2016	72,000	72,000	72,000	6,045	6,045	410
Three Year Billing Three Year Average	57,188	57,188	57,188	5,087	5,087	410
Cost Year Billing Three Year Average	57,188	57,188	57,188	5,087	5,087	410
2014	60,888	60,888	60,888	4,475	4,475	360
2015	60,150	60,150	60,150	3,310	3,310	410
2016	72,000	72,000	72,000	6,045	6,045	410
Cost Year Billing Three Year Average	64,388	64,388	64,388	5,087	5,087	410
2012 Service Year Adjustment Total	100,000	100,000	100,000	100,000	100,000	100,000
2012 Service Year Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cost and the Total Value		Cost and the Original Materials		Cost and the Replicable Materials		Total Direct Less Recoverable		Service and Fees		Agency Facilities Total
	X	Y	Z	AA	BB	CC	DD	EE	FF	GG	
Annual Cost of Operations											
Direct Labor Salary Cost	\$23,917	\$23,917	\$23,917	\$23,917	\$23,917	\$23,917	\$23,917	\$23,917	\$23,917	\$23,917	\$23,917
Wages for Overtime	\$11,691	\$11,691	\$11,691	\$11,691	\$11,691	\$11,691	\$11,691	\$11,691	\$11,691	\$11,691	\$11,691
Benefits for Overtime	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206
Travel Time	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206
Vehicle Compensation Benefits	\$4,042	\$4,042	\$4,042	\$4,042	\$4,042	\$4,042	\$4,042	\$4,042	\$4,042	\$4,042	\$4,042
Total Direct Labor Salary Cost	\$42,262	\$42,262	\$42,262	\$42,262	\$42,262	\$42,262	\$42,262	\$42,262	\$42,262	\$42,262	\$42,262
Direct Fuel Cost	\$3,298	\$3,298	\$3,298	\$3,298	\$3,298	\$3,298	\$3,298	\$3,298	\$3,298	\$3,298	\$3,298
Other Direct Cost	\$6,227	\$6,227	\$6,227	\$6,227	\$6,227	\$6,227	\$6,227	\$6,227	\$6,227	\$6,227	\$6,227
Depreciation - Capital Assets	\$13,236	\$13,236	\$13,236	\$13,236	\$13,236	\$13,236	\$13,236	\$13,236	\$13,236	\$13,236	\$13,236
Depreciation - Contract	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$11,228	\$11,228	\$11,228	\$11,228	\$11,228	\$11,228	\$11,228	\$11,228	\$11,228	\$11,228	\$11,228
Total	\$76,021	\$76,021	\$76,021	\$76,021	\$76,021	\$76,021	\$76,021	\$76,021	\$76,021	\$76,021	\$76,021
*Direct Labor Cost including Depreciation and Benefit (from #)											
Special and Administrative (from #10 for Agency Cost)	\$61,254	\$61,254	\$61,254	\$61,254	\$61,254	\$61,254	\$61,254	\$61,254	\$61,254	\$61,254	\$61,254
Operations	\$6,227	\$6,227	\$6,227	\$6,227	\$6,227	\$6,227	\$6,227	\$6,227	\$6,227	\$6,227	\$6,227
Vehicle Expenses	\$11,691	\$11,691	\$11,691	\$11,691	\$11,691	\$11,691	\$11,691	\$11,691	\$11,691	\$11,691	\$11,691
Contract Expenses (from #10 for Agency Cost)	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206	\$1,206
Total Special and Administrative including Depreciation and Benefit	\$81,465	\$81,465	\$81,465	\$81,465	\$81,465	\$81,465	\$81,465	\$81,465	\$81,465	\$81,465	\$81,465
Total Annual Cost of Operations	\$157,486	\$157,486	\$157,486	\$157,486	\$157,486	\$157,486	\$157,486	\$157,486	\$157,486	\$157,486	\$157,486
Produce (from Operating Batch below)	\$12,595	\$12,595	\$12,595	\$12,595	\$12,595	\$12,595	\$12,595	\$12,595	\$12,595	\$12,595	\$12,595
Annual Equipment Cost Amortization (from #1)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating Costs Labor Pass Through Cost Allocation	\$170,891	\$170,891	\$170,891	\$170,891	\$170,891	\$170,891	\$170,891	\$170,891	\$170,891	\$170,891	\$170,891
Contractor Pass Through Costs	\$2,206	\$2,206	\$2,206	\$2,206	\$2,206	\$2,206	\$2,206	\$2,206	\$2,206	\$2,206	\$2,206
Total Contractor Pass Through Costs	\$12,595	\$12,595	\$12,595	\$12,595	\$12,595	\$12,595	\$12,595	\$12,595	\$12,595	\$12,595	\$12,595
TOTAL BASK CONTRACTOR'S COMPENSATION	\$183,486	\$183,486	\$183,486	\$183,486	\$183,486	\$183,486	\$183,486	\$183,486	\$183,486	\$183,486	\$183,486

SANJVA COLLECTION AGREEMENT
II. City of San Carlos Advanced Costs - SFB

Proposed Compensation 2011

	Sanjva Total for Year 2011 Cost Allocation Only					Total
	2010	2011	2012	2013	2014	2010-2014
City of Sanjva	4,508	4,578	4,578	4,648	4,718	22,072
City of Sanjva %	4.2%	4.2%	4.2%	4.2%	4.2%	4.2%
City Total Shared Labels from Year	1,067.28	1,078.62	1,077.88	1,111.28	1,145.88	52,465
City Total Shared Labels from Year %	46,212.28	42,895.20	39,514.42	41,641.24	44,298	182,568
City Total Shared Labels from Year %	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
City of Franchise/Operator	4,307.28	4,308.30	4,375.19	4,411.28	4,472.88	19,865
City of Franchise/Operator %	42,847.28	38,990.18	34,981.18	33,803.24	35,825	150,227
City of Franchise/Operator %	4.2%	4.2%	4.0%	4.2%	4.2%	4.0%
City Total Collections in Service	4,418	4,508	4,487	4,587	4,648	19,648
City Total Collections in Service %	36,308	36,248	36,341	36,341	36,341	145,579
City Total Collections in Service %	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%

Annual Cost of Operations	Single Family Dwelling					Single Family Dwelling Total
	Sold Stock	Franchise Fee/Share	Open Release (Working Under Term)	Franchise/Collection Term		
Total Annualized Cost	\$154,488	\$279,412	\$229,184	\$29,421	\$401,096	
Wages for CTRs	\$116,672	\$172,718	\$136,007	\$41,184	\$366,581	
Benefits for CTRs	\$17,708	\$42,898	\$34,849	\$6,136	\$91,631	
Franchise Fees	\$22,224	\$22,224	\$22,224	\$22,224	\$89,100	
Master Collection Services	\$140,040	\$440,040	\$370,038	\$120,038	\$1,070,156	
Total Shared Labels	\$114,410	\$184,842	\$229,128	\$1,641	\$527,021	
Other Shared Costs	\$44,444	\$111,218	\$99,448	\$1,781	\$166,891	
Depreciation - Collection Vehicle	\$12,148	\$12,148	\$12,148	\$12,148	\$48,592	
Depreciation - Collection Vehicle	\$21,292	\$21,292	\$21,292	\$21,292	\$85,176	
Depreciation for Collection Equipment	\$78,316	\$77,990	\$78,412	\$1,238	\$314,056	
Lease	\$0	\$0	\$0	\$0	\$0	
Advanced Labels Cost including Depreciation and Interest from %	\$130,182	\$217,498	\$171,228	\$4,217	\$523,125	
General and Administrative	\$11,296	\$18,008	\$11,296	\$1,296	\$48,900	
Utilities	\$17,910	\$36,796	\$19,613	\$2,423	\$108,446	
Vehicle Maintenance	\$17,910	\$27,448	\$22,108	\$3,011	\$100,532	
Total Advanced Labels Cost including Depreciation and Interest	\$176,298	\$292,861	\$228,252	\$10,947	\$618,358	
Total Advanced Labels Operations Cost (from %)	\$1,288	\$2,111	\$1,161	\$28	\$5,617	
Annual Supplemental Cost Assumptions (from %)	\$0	\$0	\$0	\$0	\$0	
Total Annual Cost of Operations	\$194,203	\$411,762	\$347,723	\$12,623	\$1,066,306	
Profit (Insert Operating Ratio below)	\$182,288	\$375,786	\$312,448	\$12,480	\$1,243,072	
Profit (Insert Operating Ratio below) %	93.8%	91.3%	90.0%	97.3%	93.4%	
Total Proposed Costs Below from Through Cost Allocation	\$1,079,732	\$1,877,444	\$1,599,884	\$164,079	\$5,124,119	
Contractor Fees Through Costs	\$18,838	\$19,127	\$18,736	\$188	\$75,709	
Owner Fees	\$18,838	\$19,127	\$18,736	\$188	\$75,709	
Total Contractor Fees Through Costs	\$37,676	\$38,254	\$37,472	\$376	\$151,418	
TOTAL BARE CONTRACTOR'S COMPENSATION	\$1,117,408	\$1,915,698	\$1,637,356	\$164,455	\$5,275,537	

Bare Labor Statistics Over the Years Below (and Cost Assumptions)	2010			2011			2012			2013			2014		
	Assumptions	Assumptions	Assumptions	Assumptions	Assumptions	Assumptions	Assumptions	Assumptions	Assumptions	Assumptions	Assumptions	Assumptions	Assumptions	Assumptions	
Bare Labor Year Average	\$4,648	\$4,648	\$4,648	\$4,648	\$4,648	\$4,648	\$4,648	\$4,648	\$4,648	\$4,648	\$4,648	\$4,648	\$4,648	\$4,648	

SRMVA COLLECTION AGREEMENT
 B. City of San Carlos Adjusted Cost - SDR
 Proposed Compensation 2023

Step 1: Sales Based Adjustments

PT CR W Adjust (2017 Land as Example)	264,176	264,176	264,176	264,176	264,176
CT CR W Adjust (2017 Land as Example)	264,176	264,176	264,176	264,176	264,176
CT W Adjust	188,095	188,095	188,095	188,095	188,095
PT CR W Adjust (2017 Land as Example)	477,815	477,815	477,815	477,815	477,815
CT CR W Adjust (2017 Land as Example)	477,815	477,815	477,815	477,815	477,815
CT W Adjust	188,095	188,095	188,095	188,095	188,095
PT CR W Adjust (2017 Land as Example)	209,212	209,212	209,212	209,212	209,212
CT CR W Adjust (2017 Land as Example)	209,212	209,212	209,212	209,212	209,212
CT W Adjust	188,095	188,095	188,095	188,095	188,095
PT CR W Adjust (2017 Land as Example)	209,083	209,083	209,083	209,083	209,083
CT CR W Adjust (2017 Land as Example)	209,083	209,083	209,083	209,083	209,083
CT W Adjust	188,095	188,095	188,095	188,095	188,095

Annual Cost of Operations	Sales Based Adjustments				Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor Related Cost	\$104,488	\$104,410	\$120,646	79,425	\$609,589
Materials/CR/CRS	\$104,410	\$104,410	\$104,410	\$61,318	\$610,621
Fixed Costs	\$27,829	\$27,829	\$27,829	\$6,318	\$17,239
Indirect/Operational Expenses	\$23,832	\$23,832	\$23,832	\$5,842	\$62,549
Total Direct Labor Related Cost	\$159,559	\$159,481	\$177,723	\$152,903	\$1,407,198
Shared Fuel Costs	30,343	30,343	30,343	30,343	\$107,669
200k Fuel Costs	\$68,848	\$68,848	\$68,848	\$5,578	\$148,601
Depreciation - Vehicles, Vehicles	\$12,819	\$12,819	\$12,819	\$3,528	\$117,298
Depreciation - Facilities	\$23,982	\$23,982	\$23,982	\$8	\$77,489
Depreciation for Collector Equipment	\$75,361	\$75,361	\$75,361	\$5,328	\$219,482
Other	\$8	\$8	\$8	\$8	\$8
Adjusted Indirect Costs including Depreciation and Shared Fuel Costs	\$191,062	\$187,486	\$197,246	\$6,213	\$652,093
General and Administrative	\$11,290	\$11,290	\$11,290	\$2,218	\$98,763
Vehicle Maintenance	\$19,813	\$19,796	\$19,813	\$2,473	\$108,649
Contract Maintenance	\$22,095	\$22,049	\$22,428	\$993	\$202,021
Total Adjusted Indirect Costs including Depreciation and Shared Fuel Costs	\$274,866	\$272,886	\$292,128	\$10,402	\$979,179
Total Adjusted Indirect Expenses Cost (From B)	\$1,818	\$2,115	\$1,918	\$79	\$6,617
Shared Depreciation Cost (from Indirect from B)	\$8	\$8	\$8	\$8	\$8
Total Annual Cost of Operations	\$976,293	\$961,292	\$1,017,179	\$126,263	\$2,628,186
Profit (Insert Operating Margin Below)	\$108,268	\$95,796	\$62,841	\$10,818	\$296,971
Total Proposed Cost before From Through Cost Allocation	\$1,084,561	\$1,057,088	\$1,080,020	\$137,081	\$2,925,157
Contractor Fees Through Cost	\$118,820	\$118,127	\$118,799	\$19	\$17,158
Total Contractor Fees Through Cost	\$118,820	\$118,127	\$118,799	\$19	\$17,158
TOTAL BASE CONTRACTOR'S COMPENSATION	\$118,820	\$118,127	\$118,799	\$19	\$17,158

SRWMA COLLECTION AGREEMENT Proposed Compensation 2021

D. City of San Carlos Allocated Costs - SFD

Step 3: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	8,608	8,608	8,608	
2015	8,611	8,611	8,611	
2016	8,588	8,588	8,588	
Prior Year Rolling Three-Year Average	8,604	8,604	8,604	
	Accounts	Accounts	Accounts	
2014	8,608	8,608	8,608	
2015	8,611	8,611	8,611	
2016	8,588	8,588	8,588	
Current Year Rolling Three-Year Average	8,604	8,604	8,604	
2016 Service Level Adjustment Factor	100.0%	100.0%	100.0%	1
2017 Service Level Adjustment Factor	100.0%	100.0%	100.0%	1

Single Family Dwelling	Actual Wages	Targeted Recyclable Materials	Organic Materials (including Shingles/Trees)	Two-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor Related Costs					
Wages for CBMs	\$154,498	\$274,132	\$220,948	\$76,421	\$695,999
Benefits for CBMs	\$154,532	\$132,178	\$194,017	\$45,084	\$481,821
Payroll Taxes	\$27,829	\$22,808	\$18,983	\$6,019	\$75,778
Workers Compensation Insurance	\$23,832	\$18,216	\$15,782	\$5,081	\$64,581
Total Direct Labor Related Costs	\$359,691	\$448,045	\$359,730	\$129,525	\$1,077,742
Direct Fuel Costs	\$10,413	\$18,892	\$20,579	\$3,611	\$197,497
Other Direct Costs	\$46,640	\$11,219	\$19,439	\$3,771	\$141,071
Depreciation - Collection Vehicles	\$12,859	\$19,298	\$47,762	\$3,028	\$117,298
Depreciation - Containers	\$23,982	\$24,693	\$28,649	\$0	\$77,440
Depreciation for Collection Equipment	\$7,611	\$7,941	\$7,642	\$3,029	\$24,692
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From F)					
General and Administrative Expenses	\$140,162	\$167,498	\$167,238	\$6,217	\$592,091
Vehicle Maintenance	\$10,295	\$18,849	\$16,391	\$1,208	\$98,763
Container Maintenance	\$19,813	\$46,756	\$19,613	\$2,423	\$198,649
Collection Maintenance	\$12,695	\$23,648	\$12,458	\$995	\$12,052
Total Allocated Indirect Costs including Depreciation and Interest	\$274,965	\$256,811	\$205,700	\$10,343	\$619,674
Total Allocated Indirect Depreciation Costs (From F)	\$3,889	\$2,115	\$1,931	\$78	\$6,013
Asset Depreciation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$978,256	\$915,770	\$787,473	\$192,910	\$1,808,199
Profit (Insert Operating Ratio below)	96.5%	\$93,449	\$48,431	\$16,883	\$294,873
Total Proposed Costs before Pass-Through Cost Allocation	\$1,071,705	\$1,009,219	835,904	\$209,793	\$2,103,072
Contractor Pass-Through Costs					
Interest Expense	\$18,826	\$19,327	\$18,789	\$916	\$17,316
Total Contractor Pass-Through Costs	\$18,826	\$19,327	\$18,789	\$916	\$17,316
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,090,531	\$1,028,546	854,693	\$210,709	\$2,120,388

SRMVA COLLECTION AGREEMENT
City of San Carlos Allocated Costs - MFD & Commercial
 Proposed Compensation 2011

	Months Used for Year 2011 Cost Allocation Data										Total
	1	2	3	4	5	6	7	8	9	10	11
City of Accounts	1,132	1,368	1,368	1,368	1,368	1,368	1,368	1,368	1,368	1,368	1,368
SRMVA Accounts	10,370	10,370	10,370	10,370	10,370	10,370	10,370	10,370	10,370	10,370	10,370
City of Accounts %	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%
City Total Budget Labor Hours Year	4,063.38	2,595.64	361.48	361.48	617.28	2,047.13	1,111.28	1,111.28	2,047.13	1,111.28	2,047.13
SRMVA Total Budget Labor Hours Year	47,971.61	27,111.52	6,296.61	6,296.61	6,296.61	6,296.61	6,296.61	6,296.61	6,296.61	6,296.61	6,296.61
City Total Budget Labor Hours Year %	8.2%	8.2%	8.2%	8.2%	8.2%	8.2%	8.2%	8.2%	8.2%	8.2%	8.2%
City of non-chargeable	3,275.42	2,077.24	715.24	715.24	1,012.28	3,034.84	1,543.28	1,543.28	3,034.84	1,543.28	3,034.84
SRMVA % of non-chargeable	77%	79%	82%	82%	82%	82%	82%	82%	82%	82%	82%
City of non-chargeable %	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
City Total Chargeable in Service	1,290	1,808	196	196	196	2,047	2,114	2,114	2,047	2,114	2,047
SRMVA Total Chargeable in Service	17,696	17,034	6,084	6,084	6,084	6,084	6,084	6,084	6,084	6,084	6,084
City Total Chargeable in Service %	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%

Assumed Cost of Operations	MFD & Commercial		MFD & Commercial		MFD & Commercial		MFD & Commercial		MFD & Commercial		MFD & Commercial Total
	Car and Tolls	Car and Tolls	Car and Tolls	Car and Tolls	Car and Tolls	Car and Tolls	Car and Tolls	Car and Tolls	Car and Tolls		
Specialized Vehicle Costs	\$477,438	\$172,101	\$84,177	\$21,180	\$21,180	\$21,180	\$21,180	\$21,180	\$21,180	\$21,180	\$779,236
Specialized Vehicle	\$504,236	\$179,538	\$20,479	\$2,986	\$2,986	\$2,986	\$2,986	\$2,986	\$2,986	\$2,986	\$1,014,072
Specialized Vehicle	\$12,831	\$17,918	\$6,701	\$6,204	\$6,204	\$6,204	\$6,204	\$6,204	\$6,204	\$6,204	\$64,140
Specialized Vehicle	\$20,203	\$12,512	\$2,281	\$2,281	\$2,281	\$2,281	\$2,281	\$2,281	\$2,281	\$2,281	\$24,461
Total Specialized Vehicle	\$607,271	\$192,538	\$12,241	\$12,241	\$12,241	\$12,241	\$12,241	\$12,241	\$12,241	\$12,241	\$132,282
Specialized Vehicle	\$42,088	\$21,676	\$11,138	\$2,417	\$2,417	\$2,417	\$2,417	\$2,417	\$2,417	\$2,417	\$25,379
Other Specialized Vehicle	\$375,183	\$170,862	\$11,824	\$9,824	\$9,824	\$9,824	\$9,824	\$9,824	\$9,824	\$9,824	\$107,003
Depreciation - Automobiles	\$12,120	\$12,117	\$10,926	\$10,926	\$10,926	\$10,926	\$10,926	\$10,926	\$10,926	\$10,926	\$127,179
Depreciation - Automobiles	\$11,129	\$8,771	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$43,102
Depreciation for Other Equipment	\$84,130	\$41,284	\$2,826	\$1,826	\$1,826	\$1,826	\$1,826	\$1,826	\$1,826	\$1,826	\$19,077
Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Advanced Vehicle Costs including Depreciation and Lease from %	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operational and Administrative	\$204,538	\$111,589	\$114,423	\$21,180	\$21,180	\$21,180	\$21,180	\$21,180	\$21,180	\$21,180	\$671,619
Operational and Administrative	\$71,017	\$11,524	\$14,271	\$4,074	\$4,074	\$4,074	\$4,074	\$4,074	\$4,074	\$4,074	\$211,442
Vehicle Maintenance	\$132,152	\$61,177	\$10,194	\$17,106	\$17,106	\$17,106	\$17,106	\$17,106	\$17,106	\$17,106	\$540,179
Customer Maintenance	\$122,238	\$12,410	\$18,838	\$2,232	\$2,232	\$2,232	\$2,232	\$2,232	\$2,232	\$2,232	\$254,225
Total Advanced Vehicle Operations and Admin	\$134,397	\$19,586	\$12,612	\$6,442	\$6,442	\$6,442	\$6,442	\$6,442	\$6,442	\$6,442	\$144,449
Total Advanced Vehicle Operations (Cost from %)	\$1,472	\$1,513	\$1,472	\$414	\$414	\$414	\$414	\$414	\$414	\$414	\$4,312
Annual Supplemental (Cost from %)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Assumed Cost of Operations	\$1,467,248	\$648,289	\$179,209	\$19,663	\$19,663	\$19,663	\$19,663	\$19,663	\$19,663	\$19,663	\$1,487,518
Private (Owners Operating Ratio Inhered)	\$497,641.28	\$64,141	\$48,997	\$14,348	\$14,348	\$14,348	\$14,348	\$14,348	\$14,348	\$14,348	\$529,779
Private (Owners Operating Ratio Inhered) %	34.0%	10.0%	27.3%	73.0%	73.0%	73.0%	73.0%	73.0%	73.0%	73.0%	35.4%
Total Proposed Costs Inhered from Through Cost Allocation	\$1,229,607	\$584,148	\$130,212	\$5,315	\$5,315	\$5,315	\$5,315	\$5,315	\$5,315	\$5,315	\$1,257,739
Contractor Fees - Through Costs	\$23,738	\$11,014	\$9,078	\$1,248	\$1,248	\$1,248	\$1,248	\$1,248	\$1,248	\$1,248	\$44,042
Owner Expense	\$26,238	\$13,544	\$2,224	\$2,224	\$2,224	\$2,224	\$2,224	\$2,224	\$2,224	\$2,224	\$46,466
Total Contractor Fees - Through Costs	\$119,942	\$24,558	\$11,302	\$3,472	\$3,472	\$3,472	\$3,472	\$3,472	\$3,472	\$3,472	\$60,508
TOTAL BASE CONTRACTOR COMPENSATION											

Year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Operating Through Year Average	\$27,738	\$27,738	\$27,738	\$27,738	\$27,738	\$27,738	\$27,738	\$27,738	\$27,738	\$27,738	\$27,738	\$27,738

MIRVA COLLECTION AGREEMENT
Proposed Compensation 2021
0. Contract San Carlos Alameda Contr - MFD & Commercial

Step 1. Sales Based Agreements

	2014 FY	2014 FY	2014 FY	2014 FY	2014 FY	2014 FY	2014 FY	2014 FY	2014 FY
	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176
PT CR 10- Wagon (2017 Land at Example)	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176
CY CR 10- Wagon (2017 Land at Example)	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176	204,176
CR 10- Wagon Adjustment	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
PT CR 10- Medical (2017 Land at Example)	477,815	477,815	477,815	477,815	477,815	477,815	477,815	477,815	477,815
CY CR 10- Medical (2017 Land at Example)	477,815	477,815	477,815	477,815	477,815	477,815	477,815	477,815	477,815
CR 10- Medical Adjustment	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
PT CR 10- Motor Fuel (2017 Land at Example)	209,212	209,212	209,212	209,212	209,212	209,212	209,212	209,212	209,212
CY CR 10- Motor Fuel (2017 Land at Example)	209,212	209,212	209,212	209,212	209,212	209,212	209,212	209,212	209,212
CR 10- Motor Fuel Adjustment	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
PT CR 10- (2017 Land at Example)	209,983	209,983	209,983	209,983	209,983	209,983	209,983	209,983	209,983
CY CR 10- (2017 Land at Example)	209,983	209,983	209,983	209,983	209,983	209,983	209,983	209,983	209,983
CR 10- Adjustment	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000

MFD & Commercial	Cap and the Total		Cap and the		Cap and the (Signed		Total (Cap and		Total (Cap and		MFD & Commercial
	Value	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue		
Annual Cost of Operations											
Direct Labor Related Cost	\$623,510	\$232,914	\$623,510	\$623,510	\$623,510	\$623,510	\$623,510	\$623,510	\$623,510	\$623,510	\$756,306
Supplies for O&M	\$292,436	\$93,340	\$292,436	\$292,436	\$292,436	\$292,436	\$292,436	\$292,436	\$292,436	\$292,436	\$350,923
Equipment O&M	\$93,340	\$13,319	\$93,340	\$93,340	\$93,340	\$93,340	\$93,340	\$93,340	\$93,340	\$93,340	\$112,009
Fuel and Tires	\$82,211	\$12,212	\$82,211	\$82,211	\$82,211	\$82,211	\$82,211	\$82,211	\$82,211	\$82,211	\$98,653
Field Office Labor Related Costs	\$90,010	\$10,010	\$90,010	\$90,010	\$90,010	\$90,010	\$90,010	\$90,010	\$90,010	\$90,010	\$108,012
Direct Fuel Costs	\$42,000	\$23,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$50,400
Other Operating Costs	\$79,240	\$14,000	\$79,240	\$79,240	\$79,240	\$79,240	\$79,240	\$79,240	\$79,240	\$79,240	\$95,088
Depreciation - Buildings, Vehicles	\$192,000	\$10,000	\$192,000	\$192,000	\$192,000	\$192,000	\$192,000	\$192,000	\$192,000	\$192,000	\$230,400
Depreciation - Computers	\$13,250	\$8,555	\$13,250	\$13,250	\$13,250	\$13,250	\$13,250	\$13,250	\$13,250	\$13,250	\$16,100
Depreciation - Vehicles (Equipment)	\$94,202	\$43,202	\$94,202	\$94,202	\$94,202	\$94,202	\$94,202	\$94,202	\$94,202	\$94,202	\$113,042
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Salary Cost including Depreciation and Bonus (From %)	\$104,510	\$113,501	\$104,510	\$104,510	\$104,510	\$104,510	\$104,510	\$104,510	\$104,510	\$104,510	\$125,412
Operating Expenses	\$17,541	\$23,436	\$17,541	\$17,541	\$17,541	\$17,541	\$17,541	\$17,541	\$17,541	\$17,541	\$21,049
Vehicle Maintenance	\$93,342	\$10,319	\$93,342	\$93,342	\$93,342	\$93,342	\$93,342	\$93,342	\$93,342	\$93,342	\$112,009
Contract Maintenance	\$102,436	\$10,319	\$102,436	\$102,436	\$102,436	\$102,436	\$102,436	\$102,436	\$102,436	\$102,436	\$122,923
Total Operating Salary Cost including Depreciation and Bonus	\$106,007	\$119,566	\$106,007	\$106,007	\$106,007	\$106,007	\$106,007	\$106,007	\$106,007	\$106,007	\$127,461
Total Operating Salary Depreciation (From %)	\$1,072	\$1,313	\$1,072	\$1,072	\$1,072	\$1,072	\$1,072	\$1,072	\$1,072	\$1,072	\$1,282
Adjusted Depreciation (From %)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,487,946	\$436,306	\$1,487,946	\$1,487,946	\$1,487,946	\$1,487,946	\$1,487,946	\$1,487,946	\$1,487,946	\$1,487,946	\$1,787,108
Profit (Insert Operating Ratio below)	\$197,902	\$46,348	\$197,902	\$197,902	\$197,902	\$197,902	\$197,902	\$197,902	\$197,902	\$197,902	\$237,576
Total Proposed Cost before Pass Through Cost Allocation	\$1,685,848	\$482,654	\$1,685,848	\$1,685,848	\$1,685,848	\$1,685,848	\$1,685,848	\$1,685,848	\$1,685,848	\$1,685,848	\$1,924,684
Contractor Pass Through Costs	\$25,736	\$11,314	\$25,736	\$25,736	\$25,736	\$25,736	\$25,736	\$25,736	\$25,736	\$25,736	\$30,880
Total Contractor Pass Through Costs	\$25,736	\$11,314	\$25,736	\$25,736	\$25,736	\$25,736	\$25,736	\$25,736	\$25,736	\$25,736	\$30,880
TOTAL BASE CONTRACTORS COMPENSATIONS	\$25,736	\$11,314	\$25,736	\$25,736	\$25,736	\$25,736	\$25,736	\$25,736	\$25,736	\$25,736	\$30,880

SBMWA COLLECTION AGREEMENT Proposed Compensation 2021

D. City of San Carlos Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments					
	Left	Left	Left	Right	Right
2014	107,900	123,617	11,128	526	
2015	108,615	128,297	14,386	370	
2016	107,419	131,092	18,009	309	
Prior Year Rolling Three-Year Average	107,978	127,669	14,608	365	
2014	107,900	123,617	11,128	526	
2015	108,615	128,297	14,386	370	
2016	107,419	131,092	18,009	309	
Current Year Rolling Three-Year Average	107,978	127,669	14,608	365	
2021 Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	
2021 Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	

MFD & Commercial	Current Disposal Waste	Current Recyclable Materials	Current Organics Materials (including Double Stream)	Total Dry-Run Services (MS Materials)	Two-De-Cat Collection Events	MFD & Commercial Total
	F	F	G	H	J	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CBA's	\$421,038	\$212,911	\$84,117	\$25,161	\$12,318	\$755,545
Benefits for CBA's	\$201,676	\$95,383	\$26,478	\$8,900	\$6,018	\$338,472
Purch. Taxes	\$15,241	\$17,718	\$6,999	\$2,089	\$1,021	\$43,968
Workers Compensation Insurance	\$10,282	\$12,172	\$4,261	\$1,280	\$628	\$24,623
Total Direct Labor Related Costs	\$692,338	\$348,226	\$121,865	\$37,429	\$20,277	\$1,200,235
Direct Fuel Costs	\$42,989	\$21,676	\$11,036	\$2,417	\$1,340	\$79,458
Other Direct Costs	\$19,163	\$16,894	\$15,126	\$4,767	\$1,844	\$47,810
Depreciation - Collection Vehicles	\$12,974	\$12,537	\$19,896	\$1,860	\$1,271	\$38,538
Depreciation - Containers	\$11,129	\$8,721	\$8,100	\$0	\$118	\$28,028
Depreciation for Collection Equipment	\$4,960	\$4,263	\$2,990	\$1,860	\$1,254	\$13,867
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs excluding Depreciation and Interest (From F)						
General and Administrative	\$104,916	\$113,901	\$114,476	\$35,562	\$2,956	\$371,911
Operations	\$17,911	\$16,334	\$26,231	\$6,024	\$121	\$56,623
Vehicle Maintenance	\$12,912	\$45,117	\$19,994	\$11,914	\$996	\$100,933
Container Maintenance	\$12,478	\$13,716	\$16,614	\$7,251	\$467	\$50,526
Total Allocated Indirect Costs excluding Depreciation and Interest	\$148,217	\$189,068	\$177,315	\$60,811	\$4,441	\$579,852
Total Allocated Indirect-Depreciation Costs (From F)	\$1,072	\$1,321	\$1,472	\$410	\$12	\$4,302
Annual Implementation Cost Amortization (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,047,549	\$648,285	\$300,656	\$104,650	\$25,729	\$2,127,219
Profit (Insert Operating Ratio Below)	90.5%	\$497,843	\$44,363	\$46,997	\$11,549	\$8,199
Total Proposed Costs before Pass-Through Cost Allocation	\$1,015,403	\$606,448	\$249,547	\$111,708	\$12,628	\$2,107,586
Contractor Pass-Through Costs						
Interest Expense	\$20,756	\$13,034	\$9,076	\$1,249	\$116	\$44,941
Total Contractor Pass-Through Costs	\$18,786	\$12,054	\$8,076	\$1,249	\$116	\$40,281
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,034,189	\$618,502	\$257,623	\$113,209	\$13,144	\$2,147,867

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021

D. City of San Carlos Allocated Costs - Agency Facilities

	Statistics Used for Year 2021 Cost Allocation Only				Total
	City # of Lifts per year	SBWMA # of Lifts per year (Accounts for Volume Events)	City # of Lifts per year %	City Total Route Labor hours year	
City # of Lifts per year	11,144	1,120	11.544	8,100	28,808.00
SBWMA # of Lifts per year (Accounts for Volume Events)	242,707	10,744	41.039	94,180	
City # of Lifts per year %	3.8%	28.6%	27.7%	8.1%	
City Total Route Labor hours year	317.12	68.19	119.80	182.17	722.18
SBWMA Total Route Labor hours year	4,706.39	236.00	915.06	5,935.45	
City Total Route Labor hours year	8.7%	28.8%	34.2%	12.2%	
City # of route hours/year	161.87	39.30	156.83	722.18	107.20
SBWMA # of route hours/year	2,199.51	224.16	119.57	3,933.43	
City # of route hours/year %	8.2%	26.9%	36.6%	12.2%	
City # of Containers	33	47	71	8,619	155.00
SBWMA # of Containers	842	236	528	96,806	
City # of Containers %	7.2%	28.4%	11.8%	8.4%	
	44%	9%	22%	25%	

Agency Facilities	Cost and Dis Solid Waste	Cost and Dis Organic Materials	Cost and Dis Recyclable Materials	Total Drop Box Services (All Materials)	Yards and Events	Agency Facilities Total
	A	B	C	D	E	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CDAs	\$11,200	\$2,042	\$1,161	\$1,809	\$1,187	\$24,199
Benefits for CDAs	\$4,700	\$914	\$2,414	\$2,718	\$1,111	\$11,477
Payroll Taxes	\$872	\$170	\$430	\$420	\$191	\$2,083
Workers Compensation Insurance	\$270	\$111	\$268	\$220	\$92	\$961
Total Direct Labor Related Costs	\$17,042	\$3,237	\$4,273	\$5,167	\$3,581	\$33,300
Direct Fuel Costs	\$1,274	\$234	\$642	\$714	\$151	\$3,015
Other Direct Costs	\$2,404	\$479	\$1,211	\$1,384	\$284	\$5,762
Depreciation - Collection Vehicles	\$1,228	\$1,042	\$2,054	\$1,610	\$492	\$12,410
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$1,228	\$1,042	\$2,054	\$1,610	\$492	\$12,410
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From F)						
General and Administrative (using 10% for Agency Costs)	\$10,779	\$2,147	\$1,400	\$1,204	\$1,294	\$22,824
Operations	\$2,428	\$484	\$1,224	\$1,318	\$261	\$5,715
Vehicle Maintenance	\$1,612	\$323	\$2,300	\$2,672	\$566	\$11,082
Container Maintenance (using 10% for Agency Costs)	\$1,149	\$230	\$360	\$402	\$186	\$3,327
Total Allocated Indirect Costs including Depreciation and Interest	\$15,968	\$3,184	\$5,384	\$5,596	\$2,327	\$32,459
Total Allocated Indirect Depreciation Costs (From F)	\$171	\$154	\$380	\$408	\$116	\$629
Annual Implementation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$40,888	\$8,584	\$12,738	\$15,958	\$6,118	\$107,092
Profit (Insert Operating Ratio below)	\$4,738	\$943	\$2,889	\$2,725	\$507	\$11,802
Total Operating Costs before Pass-Through Cost Allocation	\$45,626	\$9,527	\$15,627	\$18,683	\$6,625	\$118,894
Contractor Pass-Through Costs						
Interest Expense	\$1,104	\$210	\$518	\$478	\$194	\$2,504
Total Contractor Pass-Through Costs	\$1,104	\$210	\$518	\$478	\$194	\$2,504
TOTAL BASE CONTRACTOR'S COMPENSATION	\$46,730	\$9,737	\$16,145	\$19,161	\$6,819	\$121,398

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Hours	
2014	11,700	1,180	10,520	147	
2015	11,648	1,108	10,540	171	
2016	14,144	1,320	12,824	181	
Rolling Three-Year Average	12,497	1,271	11,689	169	

SRWA COLLECTION AGREEMENT
B. Cost of San Codes Allocated Costs - Agency Facilities

Proposed Compensation 2021

Step 3 - Vehicle Based Adjustments

PT CFS 90 Single (2017 Land as Example)	204.17%	204.17%	204.17%	204.17%	204.17%	204.17%	204.17%	204.17%
CT CFS 90 Single (2017 Land as Example)	204.17%	204.17%	204.17%	204.17%	204.17%	204.17%	204.17%	204.17%
CT 90 20 eqn Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
PT CFS 90 Double (2017 Land as Example)	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%
CT CFS 90 Double (2017 Land as Example)	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%
CFS 90 Double Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
PT CFS 1000 Single (2017 Land as Example)	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%
CT CFS 1000 Single (2017 Land as Example)	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%
CFS 1000 Single Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
PT CFS 12 (2017 Land as Example)	209.98%	209.98%	209.98%	209.98%	209.98%	209.98%	209.98%	209.98%
CT CFS 12 (2017 Land as Example)	209.98%	209.98%	209.98%	209.98%	209.98%	209.98%	209.98%	209.98%
CFS 12 Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Car and Bus Total		Car and Bus Depreciation		Car and Bus Mileage		Total They Are Reported As		Vehicle and Tires		Agency Facilities Total
	Year	Value	Q	Value	Miles	Value	Miles	Value	Miles		
Vehicle Cost of Operations											
Travel Vehicle Costs											
Request for Quote	\$13,200	\$12,042	\$1,158	\$2,316	\$1,158	\$2,316	\$1,158	\$2,316	\$1,158	\$2,316	\$13,200
Maintenance/Repairs	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$5,400
Fuel	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$21,000
Tires	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$450
Travel Vehicle Related Costs	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$20,000
Driver/Operator	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$2,400
Other Vehicle Costs	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$4,000
Depreciation - Customer Vehicle	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$4,000
Depreciation - Company	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Customer Equipment	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$2,400
Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Advanced Vehicle Costs including Depreciation and Interest Costs											
Standard and Administrative Pricing - Not for Agency Credit	\$10,775	\$2,147	\$12,922	\$12,922	\$12,922	\$12,922	\$12,922	\$12,922	\$12,922	\$12,922	\$25,844
Operational Vehicle Maintenance	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$4,000
Customer Maintenance (Using 50% for Agency Credit)	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$3,000
Travel Advanced Vehicle Costs including Depreciation and Interest	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$20,000
Travel Advanced Vehicle Depreciation - Case From NY	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$200
Advanced Depreciation - Case From NY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$42,000	\$8,398	\$50,398	\$50,398	\$50,398	\$50,398	\$50,398	\$50,398	\$50,398	\$50,398	\$100,796
Profit (Insert Operating Ratio Below)	\$4,720	\$944	\$5,664	\$5,664	\$5,664	\$5,664	\$5,664	\$5,664	\$5,664	\$5,664	\$11,328
8.25%											
Total Operating Cost before Pass Through Cost Allocation	\$46,720	\$9,342	\$56,062	\$56,062	\$56,062	\$56,062	\$56,062	\$56,062	\$56,062	\$56,062	\$112,124
Contractor Pass Through Costs											
Standard Expenses	\$1,100	\$220	\$1,320	\$1,320	\$1,320	\$1,320	\$1,320	\$1,320	\$1,320	\$1,320	\$2,640
Total Contractor Pass Through Costs	\$1,100	\$220	\$1,320	\$1,320	\$1,320	\$1,320	\$1,320	\$1,320	\$1,320	\$1,320	\$2,640
TOTAL BASK CONTRACTOR'S COMPENSATION	\$47,820	\$9,562	\$57,382	\$57,382	\$57,382	\$57,382	\$57,382	\$57,382	\$57,382	\$57,382	\$114,764

D. City of San Carlos Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments					
	2014	2015	2016	Prior Year Rolling Three-Year Average	Current Year Rolling Three-Year Average
Leak	11,700	11,448	14,144	\$1,497	\$1,497
Leak	1,386	1,308	3,120	2,071	2,071
Leak	10,308	10,764	11,544	\$1,659	\$1,659
Leak	147	171	183	\$69	\$69
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%
80% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cost and This Solid Waste	Cost and This Organic Materials	Cost and This Recyclable Materials	Total Direct Costs Services and Materials	Variable and Credits	Agency Facilities Total
	B	C	F	H	I	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CWAs	\$10,206	\$2,042	\$1,163	\$1,899	\$1,187	\$14,796
Benefits for CWAs	\$4,769	\$916	\$2,614	\$2,718	\$111	\$11,478
Punch Card Fees	\$832	\$176	\$493	\$493	\$99	\$2,000
Workers Compensation Insurance	\$230	\$145	\$108	\$420	\$83	\$1,248
Total Direct Labor Related Costs	\$15,636	\$3,311	\$5,374	\$5,348	\$3,679	\$24,756
Direct Fuel Costs	\$1,274	\$214	\$642	\$734	\$111	\$1,000
Other Direct Costs	\$2,404	\$475	\$1,211	\$1,384	\$284	\$1,762
Depreciation - Collection Vehicles	\$1,219	\$1,042	\$2,614	\$3,610	\$492	\$12,405
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$1,219	\$1,042	\$2,614	\$3,610	\$492	\$12,405
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From A)						
General and Administrative (using 50% for Agency Costs)	\$10,771	\$2,147	\$1,433	\$4,204	\$1,294	\$23,850
Operations	\$2,428	\$466	\$1,224	\$1,708	\$244	\$1,708
Vehicle Maintenance	\$1,642	\$323	\$2,109	\$2,672	\$366	\$11,082
Container Maintenance (using 50% for Agency Costs)	\$1,149	\$409	\$786	\$892	\$146	\$1,713
Total Allocated Indirect Costs including Depreciation and Interest	\$15,989	\$3,344	\$5,772	\$11,183	\$2,251	\$46,445
Total Allocated Indirect Depreciation Costs (From A)	\$171	\$34	\$86	\$94	\$36	\$401
Annual Implementation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$45,899	\$8,994	\$23,739	\$25,959	\$5,108	\$107,697
Profit (Insert Operating Ratio below)	\$4,757	\$947	\$1,345	\$1,718	\$527	\$11,293
96.5%						
Total Operating Costs before Pass-Through Cost Allocation	\$49,920	\$9,927	\$25,140	\$28,483	\$5,634	\$119,290
Contractor Pass-Through Costs						
Interest Expense	\$1,408	\$271	\$176	\$438	\$104	\$2,400
Total Contractor Pass-Through Costs	\$1,408	\$271	\$176	\$438	\$104	\$2,400
TOTAL BASE CONTRACTOR'S COMPENSATION	\$51,328	\$10,198	\$25,316	\$28,921	\$5,738	\$121,690

SBWMA COLLECTION AGREEMENT Proposed Compensation 2025
II. City of San Mateo Allocated Costs - SFD

	Statistics Used for Year 2025 Cost Allocation Only				Total
City # of accounts	20,438	20,398	19,831	7,614	20,608
SBWMA # of accounts	54,380	54,372	50,725	29,504	94,580
City # of accounts %	21.6%	21.6%	21.7%	23.8%	21.6%
City Total Route Labor hours year	8,823.47	8,126.64	4,380.11	3,366.69	28,203
SBWMA Total Route Labor hours year	40,232.55	42,856.20	19,114.12	13,063.24	142,266
City Total Route Labor hours year %	21.2%	18.9%	22.9%	23.8%	20.8%
City # of route hours/year	9,245.98	7,515.88	4,366.98	3,366.69	26,278
SBWMA # of route hours/year	42,547.89	48,380.04	38,549.34	13,063.24	129,222
City Total Route Labor hours year %	21.6%	18.6%	17.6%	23.8%	20.8%
City Total Contributions to Service	20,742	20,627	20,125	7,614	68,228
SBWMA Total Contributions to Service	96,806	96,284	99,541	29,504	322,520
City Total Contributions to Service %	21.4%	21.4%	20.2%	23.8%	21.4%

Single Family Dwelling	Total Hours	Depreciated Recyclable Materials	Depreciated Materials (Including Whiskey Tanks)	True On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CMAs	\$824,077	\$605,600	\$445,720	\$214,523	\$2,090,920
Benefits for CMAs	\$380,719	\$291,902	\$228,642	\$124,127	\$1,025,990
Payroll Taxes	\$68,563	\$51,986	\$40,412	\$21,263	\$178,224
Workers' Compensation Insurance	\$33,731	\$25,180	\$19,500	\$10,052	\$82,963
Total Direct Labor-Related Costs	\$1,306,090	\$974,668	\$734,274	\$370,965	\$3,584,097
Direct Fuel Costs	\$88,329	\$81,808	\$61,312	\$30,980	\$242,129
Other Direct Costs	\$176,321	\$197,809	\$81,808	\$17,697	\$373,635
Depreciation - Collection Vehicles	\$131,836	\$112,248	\$99,968	\$50,000	\$393,212
Depreciation - Chippers	\$77,830	\$79,254	\$68,835	\$0	\$303,630
Depreciation for Collection Equipment	\$166,755	\$176,307	\$139,005	\$16,697	\$524,844
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From %)					
General and Administrative	\$793,301	\$799,300	\$799,431	\$18,856	\$3,180,990
Operations	\$793,054	\$793,054	\$64,699	\$3,800	\$220,194
Vehicle Maintenance	\$149,178	\$140,476	\$123,648	\$7,340	\$420,644
Contractor Maintenance	\$14,617	\$16,740	\$12,020	\$2,707	\$100,000
Total Allocated Indirect Costs including Depreciation and Interest	\$1,731,150	\$1,735,770	\$1,003,804	\$32,703	\$1,997,048
Total Allocated Indirect-Depreciation Costs (From %)	\$1,712	\$1,414	\$1,014	\$231	\$1,411
Annual Implementation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$3,095,940	\$2,809,276	\$1,732,277	\$403,296	\$6,817,796
Profit (Insert Operating Ratio below)	90.5%	\$261,568	\$261,750	\$181,844	\$484,662
Total Proposed Costs before Pass-Through Cost Allocation	\$3,147,454	\$2,828,974	\$1,914,121	\$585,140	\$7,312,458
Contractor Pass-Through Costs					
Interest Expense	\$40,431	\$42,064	\$40,687	\$2,470	\$133,652
Total Contractor Pass-Through Costs	\$40,431	\$42,064	\$40,687	\$2,470	\$133,652
TOTAL BASE CONTRACTOR'S COMPENSATION	\$3,187,885	\$2,871,038	\$1,954,808	\$587,610	\$7,446,110

Service Level Statistics Used for Future Service Level Cost Adjustments			
	Accounts	Accounts	Accounts
2014	20,120	20,120	20,120
2015	20,398	20,398	20,398
2016	20,438	20,438	20,438
Rolling Three-Year Average	20,388	20,388	20,388

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. City of San Mateo Allocated Costs - SFD

Step 3: Index Based Adjustments				
PY CPS-W-Wages (2017 Listed as Example)	264,376	264,376	264,376	264,376
CY CPS-W-Wages (2017 Listed as Example)	264,376	264,376	264,376	264,376
CPS-W-Wages Adjustment	180,076	180,076	180,076	180,076
PY CPS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813
CY CPS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813
CPS-W-Medical Adjustment	180,076	180,076	180,076	180,076
PY CPS-D-Motor Fuel (2017 Listed as Example)	209,232	209,232	209,232	209,232
CY CPS-D-Motor Fuel (2017 Listed as Example)	209,232	209,232	209,232	209,232
CPS-D-Motor Fuel Adjustment	180,076	180,076	180,076	180,076
PY CPS-D (2017 Listed as Example)	269,983	269,983	269,983	269,983
CY CPS-D (2017 Listed as Example)	269,983	269,983	269,983	269,983
CPS-D Adjustment	180,076	180,076	180,076	180,076

Single Family Dwelling	Actual Wages	Targeted Recyclable Materials	Organic Materials (Including Utility Fees)	Two (2) Local Collector Costs	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CSAs	\$824,077	\$605,600	\$485,722	\$276,723	\$2,192,123
Benefits for CSAs	\$380,719	\$276,902	\$228,662	\$128,527	\$1,021,890
Payroll Taxes	\$68,563	\$50,386	\$40,602	\$23,263	\$178,824
Workers Compensation Insurance	\$28,234	\$20,246	\$16,402	\$9,452	\$74,384
Total Direct Labor-Related Costs	\$1,309,593	\$953,134	\$771,388	\$437,965	\$3,594,419
Direct Fuel Costs	\$88,529	\$81,988	\$61,372	\$33,988	\$242,579
Other Direct Costs	\$116,327	\$107,869	\$81,804	\$37,497	\$324,497
Depreciation - Collector Vehicles	\$171,436	\$112,248	\$99,988	\$46,983	\$733,233
Depreciation - Containers	\$77,529	\$76,254	\$66,835	\$0	\$303,659
Depreciation for Collector Equipment	\$199,356	\$171,502	\$165,903	\$10,609	\$736,845
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (excluding Depreciation and Interest) (Line 1)					
General and Administrative	\$385,303	\$298,393	\$289,433	\$18,836	\$1,199,963
Operations	\$78,603	\$73,603	\$64,609	\$3,840	\$236,149
Vehicle Maintenance	\$149,178	\$146,676	\$123,648	\$7,342	\$426,844
Container Maintenance	\$16,817	\$16,781	\$12,629	\$2,707	\$58,052
Total Allocated Indirect Costs (excluding Depreciation and Interest)	\$636,901	\$535,653	\$489,919	\$32,725	\$1,997,014
Total Allocated Indirect Depreciation Costs (Line 2)	\$4,712	\$4,874	\$6,314	\$235	\$11,415
Annual Implementation Cost Allocation (Line 3)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$2,039,506	\$2,029,270	\$1,732,277	\$483,298	\$6,417,798
Profit (Insert Operating Ratio below)	98.5%	\$21,588	\$12,743	\$18,848	\$64,089
Total Proposed Costs before Pass-Through Cost Allocation	\$2,047,454	\$2,238,979	\$1,914,119	\$511,923	\$7,112,479
Contractor Pass-Through Costs					
Interest Expense	\$46,439	\$42,961	\$40,687	\$2,675	\$171,660
Total Contractor Pass-Through Costs	\$46,439	\$42,961	\$40,687	\$2,675	\$171,660
TOTAL BASE CONTRACTOR'S COMPENSATION	\$2,093,893	\$2,281,940	\$1,954,806	\$514,598	\$7,284,139

SRWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. City of San Mateo Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	20,120	20,120	20,120	
2015	20,306	20,306	20,306	
2016	20,438	20,438	20,438	
Prior Year Rolling Three-Year Average	20,288	20,288	20,288	
	Accounts	Accounts	Accounts	
2014	20,120	20,120	20,120	
2015	20,306	20,306	20,306	
2016	20,438	20,438	20,438	
Current Year Rolling Three-Year Average	20,288	20,288	20,288	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1
0% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1

Single Family Dwelling	Actual Year	Targeted Executable Materials	Change Materials (Including Hidden Costs)	Two On-Call Collection Trucks	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor Related Costs					
Wages for CMs	\$624,077	\$605,000	\$481,722	\$234,325	\$2,146,920
Benefits for CMs	\$190,739	\$200,902	\$228,662	\$224,327	\$1,025,900
Pension Taxes	\$48,363	\$50,386	\$49,412	\$50,261	\$178,624
Workers Compensation Insurance	\$28,711	\$32,080	\$34,002	\$34,002	\$152,961
Total Direct Labor Related Costs	\$1,112,074	\$919,125	\$794,411	\$519,919	\$3,514,405
Direct Fuel Costs	\$68,326	\$80,908	\$61,432	\$50,940	\$242,529
Other Direct Costs	\$146,323	\$197,809	\$61,804	\$17,497	\$523,415
Depreciation - Collection Vehicles	\$130,836	\$122,249	\$99,066	\$10,084	\$701,231
Depreciation - Containers	\$77,520	\$76,254	\$66,811	\$0	\$183,609
Depreciation for Collection Equipment	\$149,198	\$179,302	\$165,903	\$16,084	\$736,843
Taxes	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From B)					
General and Administrative	\$263,301	\$268,300	\$380,431	\$18,836	\$1,389,662
Operations	\$76,011	\$71,607	\$64,091	\$1,441	\$226,244
Vehicle Maintenance	\$149,179	\$140,676	\$123,648	\$7,342	\$426,844
Container Maintenance	\$54,617	\$36,747	\$53,029	\$2,707	\$268,029
Total Allocated Indirect Costs including Depreciation and Interest	\$643,108	\$617,330	\$627,169	\$32,226	\$1,972,779
Total Allocated Indirect Depreciation Costs (From B)	\$4,712	\$4,434	\$4,014	\$291	\$13,411
Annual Implementation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$2,195,946	\$2,176,276	\$1,776,277	\$643,286	\$6,417,786
Profit (Insert Operating Ratio below)	96.5%	\$20,769	\$18,844	\$48,633	\$674,687
Total Proposed Costs before Pass-Through Cost Allocation	\$2,147,454	\$2,196,979	\$1,794,119	\$711,923	\$7,112,473
Contractor Pass-Through Costs					
Interest Expense	\$46,439	\$42,861	\$40,087	\$2,471	\$171,600
Total Contractor Pass-Through Costs	\$46,439	\$42,861	\$40,087	\$2,471	\$171,600
TOTAL BASE CONTRACTOR'S COMPENSATION	\$2,193,893	\$2,239,840	\$1,834,206	\$714,394	\$7,484,073

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021
D. City of San Mateo Allocated Costs - MFD & Commercial

	Statistics Used for Year 2021 Cost Allocation Only					Total
	2017	2018	2019	2020	2021	
City # of Accounts	2,627	2,561	2,12	60	7,614	6,980
SBWMA # of Accounts	16,352	16,218	1,702	195	24,504	22,488
City # of Accounts %	25.4%	23.4%	26.2%	26.8%	23.8%	24.4%
City Total Route Labor hours year	32,439.33	7,158.14	1,480.33	1,368.17	3,366.69	22,386
SBWMA Total Route Labor hours year	47,871.81	27,111.92	6,356.69	6,167.11	13,043.24	87,508
City Total Route Labor hours year %	26.4%	26.4%	22.8%	22.2%	23.8%	23.4%
City # of route hours/year	7,611.69	6,696.84	1,322.84	1,368.17	3,366.69	16,831
SBWMA # of route hours/year	31,307.08	25,281.12	6,044.36	6,167.11	13,043.24	48,761
City # of route hours/year %	21.8%	26.5%	21.9%	22.2%	23.8%	24.1%
City Total Contributions in Service	4,681	3,470	386	80	7,614	10,622
SBWMA Total Contributions in Service	17,258	19,700	2,059	115	24,504	38,110
City Total Contributions in Service %	27.7%	27.3%	18.7%	24.8%	23.8%	27.8%

MFD & Commercial	Cost and the Solid Waste	Cost and the Recyclable Materials	Cost and the Organic Materials (including Bulky Items)	Total Street Sweeping Materials	Two-On-Call Collection Events	MFD & Commercial Total
	K	F	G	H	J	
Annual Cost of Operations						
Street Labor Related Costs						
Wages for CBAs	\$1,322,799	\$1,116,617	\$1,54,736	\$198,946	\$17,369	\$2,119,371
Benefits for CBAs	\$630,767	\$2,29,613	\$48,697	\$38,623	\$18,794	\$977,601
Punch & Tools	\$116,054	\$44,397	\$12,871	\$9,864	\$3,100	\$176,690
Workshop Compensation Insurance	\$26,262	\$26,218	\$11,021	\$7,761	\$2,679	\$113,756
Total Street Labor Related Costs	\$2,135,772	\$1,418,855	\$207,325	\$165,194	\$41,942	\$3,969,071
Street Fuel Costs	\$118,205	\$54,221	\$26,678	\$19,490	\$4,698	\$234,292
Other Street Costs	\$136,676	\$87,283	\$29,862	\$19,766	\$5,185	\$289,590
Depreciation - Collection Vehicles	\$142,072	\$91,388	\$36,864	\$16,765	\$3,864	\$290,956
Depreciation - Containers	\$32,763	\$23,293	\$16,696	\$0	\$664	\$73,671
Depreciation for Collection Equipment	\$176,630	\$106,681	\$12,614	\$14,761	\$4,826	\$319,617
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From N)						
General and Administrative	\$29,289	\$24,730	\$13,872	\$17,810	\$7,746	\$89,647
Operations	\$45,622	\$33,866	\$12,344	\$26,136	\$1,179	\$119,153
Vehicle Maintenance	\$87,194	\$102,950	\$146,943	\$49,566	\$3,618	\$390,271
Container Maintenance	\$26,628	\$25,242	\$11,617	\$13,223	\$1,112	\$57,822
Total Allocated Indirect Costs including Depreciation and Interest	\$488,749	\$446,788	\$194,876	\$127,615	\$13,671	\$1,271,241
Total Allocated Indirect Depreciation Costs (From N)	\$2,876	\$1,768	\$2,727	\$1,840	\$96	\$11,888
Annual Depreciation Cost Apportionment (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$3,098,796	\$1,952,836	\$776,562	\$487,290	\$99,809	\$5,815,234
Profit (Insert Operating Ratio below)	\$99,827.15	\$142,964	\$76,269	\$1,112	\$9,296	\$309,640
Total Proposed Costs before Pass-Through Cost Allocation	\$3,099,623	\$1,715,800	\$852,831	\$488,402	\$99,809	\$6,124,874
Contractor Pass-Through Costs						
Street Expense	\$11,667	\$13,842	\$36,796	\$1,111	\$1,112	\$112,930
Total Contractor Pass-Through Costs	\$15,667	\$13,842	\$36,796	\$1,111	\$1,112	\$112,930
TOTAL BASE CONTRACTOR'S COMPENSATION	\$3,115,290	\$1,729,642	\$889,627	\$489,513	\$100,921	\$6,237,804

Service Level Statistics Used for Future Service Level Cost Adjustments					
	2014	2015	2016	Rolling Three-Year Average	Rolling Three-Year Average
Labor	381,576	379,639	318,826	356,680	356,680
Fuel	372,519	396,747	36,654	398,624	398,624
Materials	304,711	407,090	41,643	398,624	398,624
Rolling Three-Year Average	376,318	396,672	38,247	398,624	398,624

SRMIA COLLECTION AGREEMENT
B. City of San Mateo, Absecon, Castro, MFD & Commercial
 Proposed Compensation 2013

Step 1 - Labor Based Adjustment

PT-CR-16-Region (2017 Lead or Example)	264,176	264,176	264,176	264,176	264,176	264,176	264,176
PT-CR-16-Region (2017 Lead or Example)	264,176	264,176	264,176	264,176	264,176	264,176	264,176
CR-16-Region Adjustment	188,876	188,876	188,876	188,876	188,876	188,876	188,876
PT-CR-16-Adjusted (2017 Lead or Example)	453,052	477,052	477,052	477,052	477,052	477,052	477,052
CR-CR-16-Adjusted (2017 Lead or Example)	477,052	477,052	477,052	477,052	477,052	477,052	477,052
CR-W-Adjuster Adjustment	188,876	188,876	188,876	188,876	188,876	188,876	188,876
PT-CR-16-Adjusted Final (2017 Lead or Example)	269,176	269,176	269,176	269,176	269,176	269,176	269,176
CR-CR-16-Adjusted Final (2017 Lead or Example)	269,176	269,176	269,176	269,176	269,176	269,176	269,176
CR-CR-16-Adjusted Final (2017 Lead or Example)	269,176	269,176	269,176	269,176	269,176	269,176	269,176
PT-CR-16 (2017 Lead or Example)	269,176	269,176	269,176	269,176	269,176	269,176	269,176
CR-CR-16 (2017 Lead or Example)	269,176	269,176	269,176	269,176	269,176	269,176	269,176
CR-CR-16 (2017 Lead or Example)	269,176	269,176	269,176	269,176	269,176	269,176	269,176
CR-CR-16 (2017 Lead or Example)	269,176	269,176	269,176	269,176	269,176	269,176	269,176

MFD & Commercial	Cost of the Job - Labor	Cost of the Job - Materials	Cost of the Job - Overhead (Including Taxes)	Total Direct Job - Material Cost	The Overall - Vehicle Costs	MFD & Commercial Total
Standard Cost of Operations						
Travel - Other Related Costs						
Supplies for CDWV	\$2,122,719	\$373,617	\$154,739	\$198,346	\$197,309	\$2,122,719
Benefits for CDWV	\$630,787	\$276,613	\$48,467	\$18,634	\$18,634	\$630,787
Travel Time	\$110,000	\$44,167	\$12,476	\$6,244	\$6,244	\$110,000
Standard Computer Expenses	\$5,262	\$2,033	\$1,032	\$1,230	\$1,230	\$5,262
Total Travel Labor Related to	\$2,872,778	\$696,440	\$276,704	\$194,454	\$193,417	\$2,872,778
Travel Fuel Costs						
Travel Fuel Costs	\$111,249	\$16,221	\$20,618	\$19,689	\$19,689	\$111,249
Depreciation - Collection Vehicles	\$118,625	\$67,281	\$21,042	\$17,966	\$17,966	\$118,625
Depreciation - Collection	\$142,072	\$81,366	\$19,866	\$14,796	\$14,796	\$142,072
Depreciation for Collection Equipment	\$22,561	\$25,291	\$20,010	\$6	\$6	\$22,561
Total	\$374,467	\$190,165	\$61,516	\$42,748	\$42,748	\$374,467
Adjusted Vehicle Costs including Depreciation and Interest Costs %						
General and Administration	\$29,249	\$29,719	\$11,472	\$17,246	\$17,166	\$29,249
Operations	\$41,622	\$23,366	\$22,146	\$26,166	\$26,166	\$41,622
Vehicle Maintenance	\$87,798	\$162,916	\$29,668	\$49,616	\$49,616	\$87,798
Customer Maintenance	\$36,629	\$16,514	\$13,417	\$19,556	\$19,556	\$36,629
Total Adjusted Vehicle Costs including Depreciation and Interest	\$195,298	\$338,538	\$77,703	\$122,694	\$122,694	\$195,298
Total Adjusted Vehicle Depreciation Costs (from %)						
Adjusted Depreciation Cost - Administration (from A)	\$2,719	\$1,306	\$1,277	\$1,486	\$86	\$2,719
Adjusted Depreciation Cost - Operations	\$1,676	\$1,120	\$1,120	\$1,120	\$1,120	\$1,676
Adjusted Depreciation Cost - Vehicle	\$1,824	\$1,120	\$1,120	\$1,120	\$1,120	\$1,824
Adjusted Depreciation Cost - Customer	\$1,824	\$1,120	\$1,120	\$1,120	\$1,120	\$1,824
Total Adjusted Depreciation Costs	\$7,043	\$4,666	\$4,657	\$4,646	\$4,646	\$7,043
Total Standard Cost of Operations	\$3,247,245	\$1,272,024	\$376,642	\$467,296	\$467,296	\$3,247,245
Final (Direct Operating Costs below)	\$3,247,245	\$1,272,024	\$376,642	\$467,296	\$467,296	\$3,247,245
Total Proposed Costs before Pass-Through Cost Allocation	\$3,120,000	\$1,174,500	\$360,000	\$450,000	\$450,000	\$3,120,000
Contractor Pass-Through Costs						
Travel Expenses	\$91,661	\$13,662	\$4,736	\$4,736	\$4,736	\$91,661
Total Contractor Pass-Through Costs	\$91,661	\$13,662	\$4,736	\$4,736	\$4,736	\$91,661
TOTAL BASE CONTRACTOR'S COMPENSATION	\$3,211,339	\$1,188,138	\$364,764	\$454,736	\$454,736	\$3,211,339

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2023

D. City of San Mateo Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments					
	Leak	Leak	Leak	Flank	
2014	381,376	379,639	35,826	1,136	
2015	372,593	396,787	36,434	1,221	
2016	368,771	407,630	42,445	1,213	
Prior Year Rolling Three-Year Average	374,243	394,672	38,242	1,123	
	Leak	Leak	Leak	Flank	
2014	381,376	379,639	35,826	1,136	
2015	372,593	396,787	36,434	1,221	
2016	368,771	407,630	42,445	1,213	
Current Year Rolling Three-Year Average	374,243	394,672	38,242	1,123	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	0
95% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	0

MFD & Commercial	Cost of the Field Work	Cost of the Recyclable Materials	Cost of the Organic Materials (including 15-Min. Tests)	Total Drop Box Services (All Materials)	Two-Call Collection Costs	MFD & Commercial Total
	X	Y	Z	W	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CMAs	\$1,322,759	\$111,617	\$116,759	\$108,946	\$17,519	\$2,177,351
Benefits for CMAs	\$650,757	\$239,113	\$48,697	\$38,423	\$18,334	\$975,405
Payroll Taxes	\$110,054	\$48,897	\$12,873	\$9,964	\$3,101	\$174,493
Workers Compensation Insurance	208,263	\$18,038	\$11,022	\$1,203	\$2,072	\$239,598
Total Direct Labor-Related Costs	\$2,299,773	\$918,664	\$227,321	\$158,536	\$41,027	\$3,643,321
Direct Fuel Costs	\$111,291	\$14,221	\$20,618	\$19,480	\$4,178	\$269,790
Other Direct Costs	\$138,676	\$17,283	\$21,962	\$19,864	\$1,783	\$299,568
Depreciation - Collection Vehicles	\$142,072	\$91,388	\$36,864	\$14,789	\$3,864	\$288,967
Depreciation - Containers	\$12,763	\$21,261	\$16,050	\$0	\$964	\$51,078
Depreciation for Collection Equipment	\$174,855	\$106,641	\$12,914	\$14,781	\$6,829	\$315,020
Taxes	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Interest (Form 9))						
General and Administrative	\$239,249	\$249,731	\$213,872	\$177,803	\$7,744	\$828,400
Operations	\$45,423	\$13,846	\$12,344	\$26,144	\$1,579	\$99,336
Vehicle Maintenance	\$47,194	\$102,970	\$100,045	\$49,966	\$3,018	\$303,172
Container Maintenance	\$36,676	\$36,743	\$43,477	\$19,970	\$1,113	\$127,979
Total Allocated Indirect Costs (including Depreciation and Interest)	\$468,742	\$443,291	\$390,738	\$273,923	\$13,454	\$1,590,228
Total Allocated Indirect Depreciation Costs (Form 9)	\$2,476	\$1,306	\$2,727	\$1,801	\$96	\$6,306
Annual Implementation Cost (see Schedule (Form A))	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$3,068,216	\$1,793,826	\$726,562	\$487,296	\$66,499	\$5,642,399
Profit (insert Operating Ratio below)	36.3%	\$613,064	\$74,209	\$81,152	\$9,096	\$877,521
Total Proposed Costs before Pass-Through Cost Allocation	\$3,095,023	\$1,715,839	\$801,331	\$568,448	\$75,595	\$6,519,920
Contractor Pass-Through Costs						
Interest Expense	\$15,465	\$13,842	\$16,786	\$1,113	\$1,112	\$48,323
Total Contractor Pass-Through Costs	\$15,465	\$13,842	\$16,786	\$1,113	\$1,112	\$48,323
TOTAL BASE CONTRACTOR'S COMPENSATION	\$3,110,488	\$1,729,681	\$818,117	\$569,561	\$76,707	\$6,568,243

SAN MATEO COLLECTION AGREEMENT
B. City of San Mateo Abscond Costs - Agency Facilities
 Proposed Compensation 2021

Category	2019	2020	2021	Total
Cost of Labor per Year	63,000	64,800	62,928	190,728
2020 VAW & LSA per Year (Allocated for Victim Present)	2,272,307	54,700	63,699	2,390,706
Cost of Labor per Year %	18.8%	28.3%	19.8%	22.8%
City Total Labor (Labor Hours per Year)	111,777	15,481	161,177	288,435
2020 VAW & LSA Labor Hours per Year	4,706,319	216,000	907,049	5,829,468
City Total Labor (Labor Hours per Year)	18,492	27,481	67,126	113,459
Cost of Labor per Hour	427.18	12.94	168.93	129.72
Cost of Labor per Hour (2020 VAW & LSA)	2,279,111	234.16	699.17	5,933.63
Cost of Labor per Hour %	18.2%	22.2%	18.8%	22.8%
Cost of Materials	228	7%	123	354
2020 VAW & LSA Cost of Materials	412	2%	58	470
Cost of Materials %	11.7%	10.8%	11.7%	11.7%

Agency Facilities	Cost and the Total (Citywide Materials)		Cost and the Services Materials		Total Cost for Materials		Victim and Travel		Agency Facilities Total
	Year	2020	Year	2020	Year	2020	Year	2020	
Annual Cost of Operations									
Direct Labor (Labor Cost)	\$24,498	\$1,301	\$4,838	\$1,808	\$1,808	\$1,808	\$1,808	\$6,120	
Signet for CDIA	\$11,431	\$1,502	\$2,514	\$1,176	\$1,176	\$1,176	\$1,176	\$1,176	
Benefits for CDIA	\$1,518	\$127	678	307	307	307	307	307	
Food Costs	\$232	\$127	678	307	307	307	307	307	
Student Composites, Business	\$10,179	\$2,443	\$6,288	\$1,898	\$1,898	\$1,898	\$1,898	\$6,288	
Total Direct Labor (Labor Cost)	\$27,756	\$1,715	\$4,838	\$1,808	\$1,808	\$1,808	\$1,808	\$6,120	
Other Direct Costs	\$1,230	\$127	\$678	\$307	\$307	\$307	\$307	\$614	
Depreciation (Collection Vehicle)	\$10,104	\$618	\$1,042	\$1,728	\$1,728	\$1,728	\$1,728	\$1,728	
Depreciation (Collection Vehicle)	\$1,024	\$618	\$1,042	\$1,728	\$1,728	\$1,728	\$1,728	\$1,728	
Provision for Collection Equipment	\$1,024	\$618	\$1,042	\$1,728	\$1,728	\$1,728	\$1,728	\$1,728	
Lease	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	
Advanced Labor Cost including Depreciation and Interest from City	\$50,971	\$1,878	\$1,447	\$1,251	\$1,251	\$1,251	\$1,251	\$11,248	
Interest and Administration (Using Rate for Agency Cost)	\$1,230	\$127	\$678	\$307	\$307	\$307	\$307	\$614	
Vehicle Maintenance	\$10,104	\$618	\$1,042	\$1,728	\$1,728	\$1,728	\$1,728	\$1,728	
Collection Maintenance (Using Rate for Agency Cost)	\$4,411	\$715	\$793	\$1,466	\$1,466	\$1,466	\$1,466	\$1,466	
Total Advanced Labor Cost including Depreciation and Interest	\$60,846	\$1,933	\$6,033	\$2,778	\$2,778	\$2,778	\$2,778	\$24,318	
Total Advanced Labor Depreciation (Cost from IT)	\$10	\$127	\$678	\$307	\$307	\$307	\$307	\$614	
Total Advanced Labor Depreciation (Cost from AV)	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	
Annual Depreciation (Collection Vehicle A)	\$10,104	\$618	\$1,042	\$1,728	\$1,728	\$1,728	\$1,728	\$1,728	
Total Annual Cost of Operations	\$11,971	\$796	\$1,042	\$1,808	\$1,808	\$1,808	\$1,808	\$1,808	
Fixed (Invent Operating Costs below)	\$62,970	\$2,632	\$5,991	\$4,586	\$4,586	\$4,586	\$4,586	\$39,116	
Total Operating Costs below (From Through Cost Allocation)	\$74,941	\$2,828	\$6,033	\$6,394	\$6,394	\$6,394	\$6,394	\$55,232	
Contractor Fee- Through Cost	\$2,000	\$217	\$432	\$191	\$191	\$191	\$191	\$1,909	
Interest Expense	\$1,800	\$187	\$362	\$158	\$158	\$158	\$158	\$1,529	
Total Contractor Fee- Through Cost	\$3,800	\$404	\$794	\$349	\$349	\$349	\$349	\$3,438	
TOTAL BASE CONTRACTOR'S COMPENSATION									

Year	2014	2015	2016	2017	2018	2019	2020	2021
Agency Facilities	\$228	\$3,811	\$228	\$1,134	\$1,829	\$1,919	\$2,287	\$2,287
Interest Expense	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800
Contractor Fee- Through Cost	\$2,000	\$4,000	\$2,000	\$4,000	\$2,000	\$2,000	\$2,000	\$2,000
Agency Facilities Total	\$4,028	\$9,611	\$4,028	\$6,934	\$5,629	\$5,719	\$6,087	\$6,087
Agency Facilities Total	\$4,028	\$9,611	\$4,028	\$6,934	\$5,629	\$5,719	\$6,087	\$6,087

SRWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. City of San Mateo Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PY CPS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CY CPS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176	264,176
CPS-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CY CPS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CPS-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CY CPS-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252	209,252
CPS-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-U (2017 Listed as Example)	210,983	210,983	210,983	210,983	210,983
CY CPS-U (2017 Listed as Example)	210,983	210,983	210,983	210,983	210,983
CPS-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

Agency Facilities	Cart and Bin Sold	Cart and Bin	Cart and Bin	Total Dry Bin	Yards and Tons	Agency Facilities Total
	Waste	Organic Materials	Recyclable Materials	Services (All Materials)		
	E	G	F	H	I	
Annual Cost of Operations						
<i>Direct Labor-Related Costs</i>						
Wages for CBAs	\$14,498	\$1,591	\$4,308	\$8,689	\$2,475	\$31,561
Benefits for CBAs	\$11,473	\$1,952	\$2,014	\$1,772	\$1,077	\$19,288
Payroll Taxes	\$2,038	\$125	\$198	\$67	\$296	\$3,724
Workers Compensation Insurance	\$1,241	\$107	\$102	\$22	\$128	\$1,600
Total Direct Labor-Related Costs	\$19,250	\$2,475	\$6,622	\$10,590	\$4,976	\$40,913
<i>Direct Fuel Costs</i>	\$2,758	\$170	\$489	\$913	\$114	\$4,544
<i>Other Direct Costs</i>	\$5,249	\$121	\$923	\$1,726	\$399	\$8,518
Depreciation - Collection Vehicles	\$11,324	\$644	\$1,932	\$1,730	\$1,428	\$18,258
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$11,324	\$644	\$1,932	\$1,730	\$1,428	\$18,258
Lease	\$0	\$0	\$0	\$0	\$0	\$0
<i>Allocated Indirect Costs including Depreciation and Interest (From F)</i>						
General and Administrative (using 10% for Agency Costs)	\$19,972	\$1,898	\$1,447	\$19,201	\$3,981	\$58,599
Operations	\$1,281	\$324	\$104	\$1,740	\$552	\$3,021
Vehicle Maintenance	\$19,698	\$419	\$1,736	\$1,326	\$1,055	\$26,234
Container Maintenance (using 10% for Agency Costs)	\$4,451	\$275	\$763	\$1,446	\$403	\$7,418
Total Allocated Indirect Costs including Depreciation and Interest	\$59,802	\$3,116	\$4,950	\$23,713	\$5,991	\$97,672
Total Allocated Indirect Depreciation Costs (From F)	\$170	\$121	\$45	\$122	\$10	\$474
Annual Implementation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$116,270	\$4,706	\$12,609	\$34,313	\$10,381	\$188,289
Profit (insert Operating Ratio below)	98.5%	\$11,573	\$769	\$2,838	\$3,862	\$19,012
Total Operating Costs before Pass-Through Cost Allocation	\$127,843	\$5,475	\$15,447	\$38,175	\$14,243	\$207,301
<i>Contractor Pass-Through Costs</i>						
Interest Expense	\$1,401	\$141	\$422	\$791	\$217	\$3,072
Total Contractor Pass-Through Costs	\$1,401	\$141	\$422	\$791	\$217	\$3,072
TOTAL BASE CONTRACTOR'S COMPENSATION	\$129,244	\$5,616	\$15,869	\$38,966	\$14,460	\$210,373

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021
B. City of San Mateo Allocated Costs - Agency Facilities

Step 2: Service Level Adjustments					
	Life	Life	Life	Health	
2014	30,849	4,134	10,829	266	
2015	41,487	5,096	13,003	247	
2016	41,636	4,836	12,974	320	
Prior Year Rolling Three-Year Average	41,664	4,689	12,772	278	
	Life	Life	Life	Health	
2014	30,849	4,134	10,829	266	
2015	41,487	5,096	13,003	247	
2016	41,636	4,836	12,974	320	
Current Year Rolling Three-Year Average	41,664	4,689	12,772	278	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1
90% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1

Agency Facilities	Cost and Disposal	Cost and Disposal	Cost and Disposal	Truck Depreciation	Vehicle and Tires	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CMAs	\$24,498	\$1,511	\$4,508	\$8,089	\$2,475	\$41,081
Benefits for CMAs	\$11,433	\$702	\$2,014	\$3,772	\$1,137	\$20,058
Payroll Taxes	\$2,038	\$129	\$358	\$671	\$206	\$3,302
Workers Compensation Insurance	\$2,742	\$102	\$302	\$523	\$126	\$5,095
Total Direct Labor-Related Costs	\$33,311	\$2,442	\$7,182	\$13,065	\$4,946	\$63,946
Direct Fuel Costs	\$2,738	\$176	\$489	\$915	\$314	\$4,632
Other Direct Costs	\$1,240	\$101	\$323	\$1,726	\$391	\$3,881
Depreciation - Collection Vehicles	\$11,324	\$696	\$1,992	\$3,736	\$1,026	\$18,774
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$11,324	\$696	\$1,992	\$3,736	\$1,026	\$18,774
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From F)						
General and Administrative (using 90% for Agency Costs)	\$10,972	\$1,898	\$5,447	\$10,201	\$3,381	\$31,900
Operations	\$1,284	\$724	\$929	\$1,740	\$510	\$6,267
Vehicle Maintenance	\$10,098	\$619	\$1,736	\$3,326	\$1,017	\$16,816
Container Maintenance (using 90% for Agency Costs)	\$4,431	\$273	\$750	\$1,466	\$469	\$7,419
Total Allocated Indirect Costs including Depreciation and Interest	\$30,864	\$3,113	\$9,162	\$16,733	\$5,383	\$65,255
Total Allocated Indirect Depreciation Costs (From F)	\$0	\$0	\$0	\$122	\$39	\$161
Annual Implementation Cost Assumptions (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$106,211	\$6,766	\$19,899	\$36,811	\$11,614	\$181,301
Profit (Insert Operating Ratio Below)	\$11,875	\$799	\$2,638	\$3,812	\$1,096	\$19,220
Total Operating Costs before Pass-Through Cost Allocation	\$120,824	\$7,465	\$22,537	\$40,623	\$12,710	\$200,521
Contractor Pass-Through Costs						
Interest Expense	\$2,401	\$147	\$422	\$791	\$217	\$3,978
Total Contractor Pass-Through Costs	\$2,401	\$147	\$422	\$791	\$217	\$3,978
TOTAL BASE CONTRACTOR'S COMPENSATION	\$124,224	\$7,612	\$22,959	\$41,414	\$12,927	\$204,498

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021
D. County of San Mateo, North Fair Oaks Allocated Costs - SFD

	Statistics Used for Year 2021 Cost Allocation Only				Total
	2018	2019	2020	2021	
City # of accounts	2,618	2,614	2,602	929	2,628.00
SBWMA # of accounts	94,580	94,772	90,725	29,504	94,580.00
City # of accounts %	2.8%	2.8%	2.9%	2.1%	2.8%
City Total Route Labor hours year	1,283.33	1,346.50	1,091.36	430.57	4,321.76
SBWMA Total Route Labor hours year	46,212.55	42,856.20	39,114.02	13,047.24	141,248.11
City Total Route Labor hours year %	2.8%	2.7%	2.8%	2.1%	2.8%
City # of route miles/year	1,199.58	1,272.76	1,063.01	430.57	3,865.92
SBWMA # of route miles/year	42,847.89	38,960.04	34,949.16	13,047.24	128,222.93
City Total Route Labor hours year %	2.8%	2.8%	2.9%	2.1%	2.8%
City Total Containers in Service	2,391	2,827	2,830	929	9,578.00
SBWMA Total Containers in Service	96,836	96,264	91,941	29,504	322,531.00
City Total Containers in Service %	2.1%	2.9%	2.8%	2.1%	2.8%

Single Family Dwelling	2021 Year	Required Inventory Materials	Organic Materials (Including Vehicle Tires)	Two (2)-Call Collection Fees	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CRAs	\$107,478	\$100,342	\$73,879	\$28,234	\$310,133
Benefits for CRAs	\$49,778	\$46,584	\$33,721	\$12,186	\$142,369
Payroll Taxes	\$8,407	\$8,348	\$6,113	\$2,349	\$25,217
Workers Compensation Insurance	\$7,823	\$7,182	\$5,400	\$2,012	\$22,417
Total Direct Labor-Related Costs	\$173,486	\$162,456	\$118,113	\$42,781	\$476,836
Direct Fuel Costs	\$1,400	\$1,181	\$9,979	\$1,304	\$13,864
Other Direct Costs	\$1,092	\$1,267	\$13,305	\$2,134	\$17,798
Depreciation - Collection Vehicles	\$17,194	\$19,009	\$16,113	\$1,250	\$53,566
Depreciation - Containers	\$8,250	\$8,121	\$9,402	\$0	\$25,773
Depreciation for Collection Equipment	\$21,049	\$21,330	\$21,313	\$4,234	\$76,926
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (from %)					
General and Administrative	\$49,089	\$51,054	\$31,565	\$1,298	\$133,006
Operations	\$10,127	\$12,463	\$19,529	\$468	\$42,587
Vehicle Maintenance	\$15,054	\$23,823	\$20,111	\$895	\$60,883
Container Maintenance	\$7,476	\$7,777	\$7,149	\$18	\$22,420
Total Allocated Indirect Costs including Depreciation and Interest	\$81,746	\$95,117	\$78,354	\$1,961	\$256,978
Total Allocated Indirect Depreciation Costs (from %)	\$0	\$794	\$603	\$29	\$1,436
Annual Depreciation Cost Amortization (from %)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$345,642	\$355,346	\$296,889	\$56,569	\$1,054,406
Profit (Insert Operating Ratio below)	90.5%	\$31,864	\$33,524	\$27,538	\$92,956
Total Proposed Costs before Pass-Through Cost Allocation	\$345,963	\$355,664	\$296,912	\$56,499	\$1,054,359
Contractor Pass-Through Costs					
Interest Expense	\$0,229	\$0,054	\$0,258	\$392	\$13,402
Total Contractor Pass-Through Costs	\$0,229	\$0,054	\$0,258	\$392	\$13,402
TOTAL BASE CONTRACTOR'S COMPENSATION	\$346,192	\$355,718	\$297,170	\$56,891	\$1,067,761

Service Level Statistics Used for Future Service Level Cost Adjustments				
	Accounts	Accounts	Accounts	
2018	2,626	2,626	2,626	
2019	2,622	2,622	2,622	
2020	2,618	2,618	2,618	
Rolling Three-Year Average	2,622	2,622	2,622	

SRM MA COLLECTION AGREEMENT
 Proposed Compensation 2021
 B. Costs of San Mateo, North Fair Oaks, Alvarado Court - STD

Step 3. Total Fixed Acquisition

TY CTS 16 - Single (2017 Land as Example)	244,176	244,176	244,176	244,176	244,176
TY CTS 16 - Single (2017 Land as Example)	244,176	244,176	244,176	244,176	244,176
TY 16 - 16 Year Adjustment	199,876	199,876	199,876	199,876	199,876
TY CTS 16 - Single (2017 Land as Example)	477,612	477,612	477,612	477,612	477,612
TY CTS 16 - Single (2017 Land as Example)	477,612	477,612	477,612	477,612	477,612
TY 16 - 16 Year Adjustment	199,876	199,876	199,876	199,876	199,876
TY CTS 16 - Single (2017 Land as Example)	209,232	209,232	209,232	209,232	209,232
TY CTS 16 - Single (2017 Land as Example)	209,232	209,232	209,232	209,232	209,232
TY CTS 16 - Single (2017 Land as Example)	199,876	199,876	199,876	199,876	199,876
TY CTS 16 - Single (2017 Land as Example)	209,232	209,232	209,232	209,232	209,232
TY CTS 16 - Single (2017 Land as Example)	209,232	209,232	209,232	209,232	209,232
TY CTS 16 - Single (2017 Land as Example)	199,876	199,876	199,876	199,876	199,876
TY CTS 16 - Single (2017 Land as Example)	199,876	199,876	199,876	199,876	199,876

Single Family Dwelling	Total Value					Single Family Dwelling Total
	A	B	C	D	E	
Assessed Cost of Operations						
Direct Labor Expenses						
Wages for OTR	\$97,439	\$98,402	\$73,479	\$24,236	\$112,111	
Benefits for OTR	\$61,736	\$63,387	\$51,721	\$17,186	\$118,019	
Food/Travel	\$9,417	\$9,348	\$6,311	\$2,149	\$12,816	
Student Compensation/Insurance	\$2,211	\$2,282	\$2,025	\$2,022	\$6,227	
Total Direct Labor Expenses	\$169,803	\$173,725	\$123,536	\$45,594	\$192,763	
Direct Material Costs	\$51,486	\$13,871	\$9,074	\$1,314	\$75,665	
Other Direct Costs	\$27,042	\$18,267	\$13,368	\$2,114	\$60,791	
Depreciation - Collection Vehicle	\$17,348	\$19,689	\$14,113	\$1,749	\$51,909	
Depreciation - Collection	\$6,254	\$6,123	\$9,462	\$5	\$21,847	
Depreciation for Collection Equipment	\$27,140	\$27,140	\$22,013	\$1,210	\$76,273	
Other	\$0	\$0	\$0	\$0	\$0	
Adjusted Laborer Costs including Depreciation and Interest from 1%	\$447,086	\$451,814	\$352,381	\$22,246	\$1,129,506	
Overhead and Administration	\$12,487	\$12,487	\$10,424	\$468	\$35,862	
Vehicle Maintenance	\$9,314	\$9,314	\$9,011	\$969	\$34,544	
Customer Maintenance	\$7,277	\$7,277	\$7,149	\$163	\$22,552	
Total Adjusted Laborer Costs including Depreciation and Interest	\$566,159	\$567,199	\$469,936	\$15,942	\$1,211,584	
Total Overhead (Vehicle Depreciation (Total from 1% Asses) Implementation Cost (from above))	\$17	\$17	\$15	\$29	\$2,067	
Total Assessed Cost of Operations	\$583,642	\$583,306	\$480,287	\$16,246	\$1,215,718	
Fixed (Direct Operating Costs below)	\$12,061	\$10,004	\$7,703	\$1,000	\$39,849	
Total Payment Cash before Fees Through Cost Allocation	\$595,703	\$593,310	\$487,990	\$17,246	\$1,255,567	
Contractor Fees Through Costs	\$4,229	\$4,404	\$4,229	\$162	\$15,442	
Total Contractor Fees Through Costs	\$4,229	\$4,404	\$4,229	\$162	\$15,442	
TOTAL BASE CONTRACTOR'S COMPENSATION	\$129,833	\$129,208	\$129,873	\$5,232	\$129,873	

SRM NA COLLECTION AGREEMENT
 B. Costs of San Mateo, North Fair Oaks, Alameda Con - STD
 Proposed Compensation 2021

	Step 3: Review cost adjustments		
	Account	Account	Account
2014	2,626	2,626	2,626
2015	2,622	2,622	2,622
2016	2,618	2,618	2,618
Three Year Average	2,622	2,622	2,622
2014	2,626	2,626	2,626
2015	2,622	2,622	2,622
2016	2,618	2,618	2,618
Current Year Budget Three Year Average	2,622	2,622	2,622
100% Current Year Adjustment Factor	100.0%	100.0%	100.0%
100% Special Year Adjustment Factor	100.0%	100.0%	100.0%

Annual Cost of Operations	Single Family Dwelling				
	2014	2015	2016	2017	2018
Annual Cost of Operations					
Special Labor Related Costs	\$0	\$0	\$0	\$0	\$0
Signage for Office	\$0	\$0	\$0	\$0	\$0
Public for Office	\$0	\$0	\$0	\$0	\$0
Public Sign	\$0	\$0	\$0	\$0	\$0
Vehicle Compensation Expense	\$0	\$0	\$0	\$0	\$0
Total Special Labor Related Costs	\$0	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0	\$0
Depreciation - Customer Vehicle	\$0	\$0	\$0	\$0	\$0
Depreciation - Contractor	\$0	\$0	\$0	\$0	\$0
Depreciation - Customer Equipment	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0	\$0
Adjusted Labor Cost including Depreciation per Hour from B)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
Standard Labor Administration	\$11,127	\$11,127	\$11,127	\$11,127	\$11,127
Vehicle Expenses	\$9,104	\$9,104	\$9,104	\$9,104	\$9,104
Customer Vehicles	\$1,726	\$1,726	\$1,726	\$1,726	\$1,726
Total Adjusted Labor Cost including Depreciation and Expense	\$94,426	\$94,426	\$94,426	\$94,426	\$94,426
Total Adjusted Labor Operations Cost (from B)	\$0	\$0	\$0	\$0	\$0
Annual Equipment Cost Adjustment from A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$94,426	\$94,426	\$94,426	\$94,426	\$94,426
Fixed (Direct Operating Costs below)	\$12,941	\$12,941	\$12,941	\$12,941	\$12,941
Total Proposed Cash Sales From Through Cost Allocations	\$49,982	\$49,982	\$49,982	\$49,982	\$49,982
Contractor Fee Through Costs	\$4,129	\$4,129	\$4,129	\$4,129	\$4,129
Owner Expense	\$6,812	\$6,812	\$6,812	\$6,812	\$6,812
Total Contractor Fee Through Costs	\$10,941	\$10,941	\$10,941	\$10,941	\$10,941
TOTAL BASH CONTRACTOR'S COMPENSATION	\$10,941	\$10,941	\$10,941	\$10,941	\$10,941

SNWA COLLECTION AGREEMENT
 Proposed Compensation
 B. County of San Mateo, North Fair Oaks Abscond Court - MFD & Commercial
 2023

Step 1 - Labor Based Adjustments

	2018	2019	2020	2021	2022	2023
PT CTR-8-8 Hours (2017 Land as Example)	204,176	204,176	204,176	204,176	204,176	204,176
CV CTR-8-8 Hours (2017 Land as Example)	204,176	204,176	204,176	204,176	204,176	204,176
CV CTR-8-8 Hours (2017 Land as Example)	199,079	199,079	199,079	199,079	199,079	199,079
PT CTR-8-8 Hours (2017 Land as Example)	477,813	477,813	477,813	477,813	477,813	477,813
CV CTR-8-8 Hours (2017 Land as Example)	477,813	477,813	477,813	477,813	477,813	477,813
CV CTR-8-8 Hours (2017 Land as Example)	199,079	199,079	199,079	199,079	199,079	199,079
PT CTR-8-8 Hours (2017 Land as Example)	209,232	209,232	209,232	209,232	209,232	209,232
CV CTR-8-8 Hours (2017 Land as Example)	209,232	209,232	209,232	209,232	209,232	209,232
CV CTR-8-8 Hours (2017 Land as Example)	199,079	199,079	199,079	199,079	199,079	199,079
PT CTR-8-8 Hours (2017 Land as Example)	204,983	204,983	204,983	204,983	204,983	204,983
CV CTR-8-8 Hours (2017 Land as Example)	204,983	204,983	204,983	204,983	204,983	204,983
CV CTR-8-8 Hours (2017 Land as Example)	199,079	199,079	199,079	199,079	199,079	199,079

MFD & Commercial	Cost per the Bid	Cost per the Monthly Estimate	Cost per the Original Estimate	Total Bid	Total Estimate	Total Bid	Total Estimate	MFD & Commercial Total
Estimated Cost of Operations								
Fixed Labor Related Costs								
Wages for Civil	\$213,106	\$17,942	\$20,496	\$213,106	\$20,496	\$213,106	\$20,496	\$213,106
Health Insurance	\$191,208	\$2,340	\$2,340	\$191,208	\$2,340	\$191,208	\$2,340	\$191,208
Punch Time	\$17,500	70,000	\$1,500	\$17,500	\$1,500	\$17,500	\$1,500	\$17,500
Medical Compensation Increase	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Total Fixed Labor Related Costs	\$424,314	\$92,882	\$26,836	\$424,314	\$26,836	\$424,314	\$26,836	\$424,314
Other Fixed Costs	\$16,761	\$6,000	\$2,500	\$16,761	\$2,500	\$16,761	\$2,500	\$16,761
Depreciation - Collector Vehicle	\$23,706	\$9,824	\$3,300	\$23,706	\$3,300	\$23,706	\$3,300	\$23,706
Depreciation - Collector	\$23,706	\$9,824	\$3,300	\$23,706	\$3,300	\$23,706	\$3,300	\$23,706
Depreciation - Collector	\$1,122	\$3,000	\$2,400	\$1,122	\$2,400	\$1,122	\$2,400	\$1,122
Depreciation for Collector Equipment	\$28,229	\$12,903	\$7,400	\$28,229	\$7,400	\$28,229	\$7,400	\$28,229
Total	\$516,338	\$155,433	\$42,936	\$516,338	\$42,936	\$516,338	\$42,936	\$516,338
Adjusted Values (Costs including Depreciation and Inflation from 19)	\$425,763	\$144,271	\$19,478	\$425,763	\$19,478	\$425,763	\$19,478	\$425,763
Operator and Maintenance	\$7,607	\$3,376	\$3,376	\$7,607	\$3,376	\$7,607	\$3,376	\$7,607
Vehicle Maintenance	\$14,478	\$3,440	\$3,440	\$14,478	\$3,440	\$14,478	\$3,440	\$14,478
Customer Maintenance	\$3,376	\$4,376	\$4,376	\$3,376	\$4,376	\$3,376	\$4,376	\$3,376
Total Adjusted Values (Costs including Depreciation and Inflation)	\$254,694	\$84,963	\$20,660	\$254,694	\$20,660	\$254,694	\$20,660	\$254,694
Total Adjusted Values (Depreciation Cost from 19)	\$407	\$307	\$300	\$407	\$300	\$407	\$300	\$407
Adjusted Inflation (Cost Adjustment from 19)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Adjusted Cost of Operations	\$255,101	\$85,270	\$20,960	\$255,101	\$20,960	\$255,101	\$20,960	\$255,101
Profit (Short Operating Ratio below)	\$63,509	\$19,409	\$16,102	\$63,509	\$16,102	\$63,509	\$16,102	\$63,509
Total Proposed Cost (below) Pass Through Cost Allocation	\$191,592	\$65,861	\$14,858	\$191,592	\$14,858	\$191,592	\$14,858	\$191,592
Contractor Pass Through Costs								
Owner Expense	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Total Customer Pass Through Costs	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
TOTAL BIDDING CONTRACTOR'S COMPENSATION	\$192,592	\$66,861	\$15,858	\$192,592	\$15,858	\$192,592	\$15,858	\$192,592

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021
 D. County of San Mateo, North Fair Oaks Allocated Costs - MFD & Commercial

Step 2: Service Level Adjustments					
	Life	Life	Life	Trade	
2014	42,900	37,856	3,280		0
2015	44,382	40,680	3,379		0
2016	43,719	41,028	4,368		1
Prior Year Rolling Three-Year Average	43,667	39,858	3,876		1
	Life	Life	Life	Trade	
2014	42,900	37,856	3,280		0
2015	44,382	40,680	3,379		0
2016	43,719	41,028	4,368		1
Current Year Rolling Three-Year Average	43,667	39,858	3,876		1
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1
87% Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	1

MFD & Commercial	Cost and the Solid Waste	Cost and the Recyclable Materials	Cost and the Organic Materials (including Holiday Trees)	Total Drop Due Services (All Materials)	Total On-Call Collection Trucks	MFD & Commercial Total
	E	F	G	H	I	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CMs	\$21,138	\$17,692	\$26,949	\$0	\$4,771	\$296,202
Benefits for CMs	\$100,630	\$25,840	\$6,959	\$0	\$2,238	\$136,269
Pension Taxes	\$73,750	\$8,888	\$1,743	\$0	\$279	\$24,452
Workers Compensation Insurance	\$13,582	\$8,120	\$1,652	\$0	\$128	\$21,110
Total Direct Labor Related Costs	\$109,100	\$50,540	\$36,703	\$0	\$7,416	\$478,033
Direct Fuel Costs	\$14,743	\$6,089	\$2,911	\$0	\$499	\$24,178
Other Direct Costs	\$21,706	\$9,674	\$3,313	\$0	\$64	\$39,462
Depreciation - Collection Vehicles	\$23,096	\$9,020	\$5,094	\$0	\$471	\$37,762
Depreciation - Containers	\$5,223	\$3,513	\$2,491	\$0	\$18	\$16,749
Depreciation for Collection Equipment	\$28,220	\$12,000	\$7,689	\$0	\$189	\$48,318
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (Form Y)						
General and Administrative	\$42,713	\$44,271	\$34,274	\$0	\$945	\$122,203
Operation	\$7,417	\$7,876	\$7,376	\$0	\$195	\$20,957
Vehicle Maintenance	\$14,171	\$1,420	\$14,097	\$0	\$68	\$40,059
Contract Maintenance	\$7,736	\$4,732	\$4,914	\$0	\$136	\$15,520
Total Allocated Indirect Costs including Depreciation and Interest	\$72,037	\$58,300	\$60,661	\$0	\$1,344	\$198,729
Total Allocated Indirect Depreciation Costs (Form Y)	\$467	\$367	\$384	\$0	\$12	\$1,290
Annual Implementation Cost Amortization (Form A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$490,806	\$186,703	\$107,963	\$0	\$10,768	\$796,646
Profit (insert Operating Ratio below)	96.5%	\$10,549	\$19,609	\$16,322	\$6,148	\$63,628
Total Proposed Costs before Pass-Through Cost Allocation	\$542,409	\$206,610	\$117,877	\$0	\$12,885	\$879,984
Contractor Pass-Through Costs						
Interest Expense	\$1,047	\$1,816	\$2,463	\$0	\$189	\$11,156
Total Contractor Pass-Through Costs	\$1,047	\$1,816	\$2,463	\$0	\$189	\$12,559
TOTAL BASE CONTRACTOR'S COMPENSATION	\$543,456	\$208,426	\$119,340	\$0	\$13,244	\$892,543

SBWMA COLLECTION AGREEMENT Proposed Compensation 2021
B. County of San Mateo, North Fair Oaks Allocated Costs - Agency Facilities

	Statistics Used for Year 2021 Cost Allocation Only				Totals
City # of Lifts per year	2,236	156	312	2,618	2,764.00
SBWMA # Lifts per year (Accounts for Vehicles/Events)	142,507	16,744	61,639	54,580	
City # of Lifts per year %	0.8%	0.8%	0.2%	2.8%	
City Total Basic Labor hours year	\$1.68	0.86	1.99	\$1.68	122.21
SBWMA Total Basic Labor hours year	4,796.88	236.00	493.06	1,971.41	90.94
City Total Basic Labor hours year	1.8%	0.4%	0.4%	2.7%	
City # of Trucks (per year)	40.35	0.86	1.99	122.21	51.60
SBWMA # of Trucks (per year)	2,599.11	224.16	999.17	1,971.41	
City # of Trucks (per year) %	1.8%	0.4%	0.4%	2.7%	
City # of Containers (Lifts for example)	0	2	3	2,990	13.00
SBWMA # of Containers	842	256	528	36,806	
City # of Containers %	0.7%	0.8%	0.4%	2.3%	
	70%	1%	3%	20%	

Agency Facilities	Cart and Bin Solid Waste	Cart and Bin Organic Materials	Cart and Bin Recyclable Materials	Total Dry/Hot Services (All Materials)	Yards and Transfer	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CSAs	\$1,807	\$18	\$84	\$668	\$199	\$2,776
Benefits for CSAs	\$645	\$6	\$19	\$152	\$43	\$1,265
Payroll Taxes	\$130	\$1	\$7	\$26	\$17	\$278
Workday Compensation Increase	\$120	\$1	\$1	\$10	\$12	\$154
Total Direct Labor Related Costs	\$3,702	\$36	\$111	\$856	\$271	\$4,976
Direct Fuel Costs	\$28	\$2	\$11	\$84	\$23	\$148
Other Direct Costs	\$43	\$4	\$20	\$179	\$48	\$662
Depreciation - Collector Vehicles	\$126	\$9	\$43	\$342	\$82	\$1,602
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collector Equipment	\$126	\$9	\$43	\$342	\$82	\$1,602
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Interest (from F))						
General and Administrative (using Lifts for Agency Costs)	\$1,261	\$14	\$65	\$508	\$150	\$2,198
Operations	\$458	\$4	\$20	\$160	\$44	\$686
Vehicle Maintenance	\$829	\$8	\$19	\$156	\$81	\$1,293
Container Maintenance (using Lifts for Agency Costs)	\$136	\$2	\$9	\$72	\$17	\$236
Total Allocated Indirect Costs (including Depreciation and Interest)	\$2,664	\$28	\$113	\$896	\$292	\$4,093
Total Allocated Indirect Depreciation Costs (from F)	\$10	\$0	\$1	\$11	\$1	\$23
Annual Depreciation Cost (from A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$7,267	\$74	\$340	\$2,726	\$1,660	\$13,067
Profit (Insert Operating Ratio below)	\$778	\$8	\$36	\$286	\$111	\$1,219
Total Operating Costs before Pass-Through Cost Allocation	\$8,045	\$82	\$376	\$3,012	\$1,771	\$14,286
Contractor Pass-Through Costs						
Interest Expense	\$196	\$2	\$9	\$71	\$17	\$295
Total Contractor Pass-Through Costs	\$196	\$2	\$9	\$71	\$17	\$305
TOTAL BASE CONTRACTOR'S COMPENSATION	\$8,241	\$84	\$385	\$3,083	\$1,788	\$14,591

Service Level Statistics Used for Future Service Level Cost Adjustments					
	Lifts	Lifts	Lifts	Lifts	Trucks
2014	2,236	156	312	2,618	3
2015	2,236	156	312	2,618	17
2016	2,236	156	312	2,618	48
Rolling Three-Year Average	2,236	156	312	2,618	29

SRWMA COLLECTION AGREEMENT Proposed Compensation 2023
B. Costs of San Mateo, North Fair Oaks Allocated Costs - Agency Facilities

Step 1: Index Based Adjustments					
PY CPS-W Wages (2017 Listed as Example)	264,376	264,376	264,376	264,376	264,376
CY CPS-W Wages (2017 Listed as Example)	264,376	264,376	264,376	264,376	264,376
CPS-W Wages Adjustment	389.8%	389.8%	389.8%	389.8%	389.8%
PY CPS-W Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CY CPS-W Medical (2017 Listed as Example)	477,815	477,815	477,815	477,815	477,815
CPS-W Medical Adjustment	389.8%	389.8%	389.8%	389.8%	389.8%
PY CPS-U Motor Fuel (2017 Listed as Example)	209,232	209,232	209,232	209,232	209,232
CY CPS-U Motor Fuel (2017 Listed as Example)	209,232	209,232	209,232	209,232	209,232
CPS-U Motor Fuel Adjustment	389.8%	389.8%	389.8%	389.8%	389.8%
PY CPS-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CY CPS-U (2017 Listed as Example)	269,983	269,983	269,983	269,983	269,983
CPS-U Adjustment	389.8%	389.8%	389.8%	389.8%	389.8%

Agency Facilities	Carl and His Solid Waste	Carl and His Organic Materials	Carl and His Recyclable Materials	Total Deep Box Services (42 Materials)	Yarnes and Frost	Agency Facilities Total
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CSAs	\$1,807	\$18	\$84	\$664	\$199	\$2,772
Benefits for CSAs	\$847	\$8	\$39	\$312	\$93	\$1,299
Payroll Taxes	\$150	\$2	\$7	\$56	\$17	\$232
Workers Compensation Insurance	\$122	\$1	\$5	\$42	\$12	\$183
Total Direct Labor Related Costs	\$2,926	\$29	\$135	\$1,074	\$321	\$4,485
Direct Fuel Costs	\$228	\$2	\$11	\$84	\$25	\$350
Other Direct Costs	\$411	\$4	\$21	\$159	\$44	\$649
Depreciation - Collection Vehicles	\$106	\$1	\$45	\$342	\$82	\$1,416
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$106	\$1	\$45	\$342	\$82	\$1,416
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Interest) (From W)						
General and Administrative (using 5% for Agency Costs)	\$1,363	\$14	\$63	\$504	\$139	\$2,083
Operations	\$434	\$4	\$20	\$160	\$44	\$662
Vehicle Maintenance	\$629	\$6	\$30	\$236	\$63	\$1,264
Customer Maintenance (using 5% for Agency Costs)	\$196	\$2	\$9	\$72	\$17	\$316
Total Allocated Indirect Costs (including Depreciation and Interest)	\$2,622	\$26	\$122	\$1,072	\$283	\$4,125
Total Allocated Indirect Depreciation Costs (From W)	\$30	\$0	\$1	\$11	\$3	\$45
Annual Supplemental Cost Assumptions (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$7,347	\$74	\$348	\$2,724	\$1,040	\$11,533
Profit (Insert Operating Ratio below)	96.5%	\$713	\$8	\$36	\$286	\$111
Total Operating Costs before Pass-Through Cost Allocation	\$6,148	\$63	\$312	\$1,088	\$917	\$11,704
Contractor Pass-Through Costs						
Interest Expense	\$196	\$2	\$9	\$73	\$17	\$297
Total Contractor Pass-Through Costs	\$208	\$2	\$9	\$73	\$17	\$309
TOTAL BASE CONTRACTOR'S COMPENSATION	\$6,356	\$65	\$321	\$1,161	\$934	\$12,013

SAN MATEO COLLECTION AGREEMENT
 B. Costs of San Mateo, North Fair Oaks, Abroad Court, Agency Facilities
 Proposed Compensation 2021

Step 2 Service Level Adjustments

	2014	2015	2016	2017	2018	2019	2020	2021
2014	1,076	1,178	1,278	1,378	1,478	1,578	1,678	1,778
2015	1,178	1,278	1,378	1,478	1,578	1,678	1,778	1,878
2016	1,278	1,378	1,478	1,578	1,678	1,778	1,878	1,978
Three Year Rolling Three Year Average	1,278	1,378	1,478	1,578	1,678	1,778	1,878	1,978
2014	1,278	1,378	1,478	1,578	1,678	1,778	1,878	1,978
2015	1,378	1,478	1,578	1,678	1,778	1,878	1,978	2,078
2016	1,478	1,578	1,678	1,778	1,878	1,978	2,078	2,178
Current Year Rolling Three Year Average	1,478	1,578	1,678	1,778	1,878	1,978	2,078	2,178
2020 Service Level Adjustment Factor	100%	100%	100%	100%	100%	100%	100%	100%
2021 Service Level Adjustment Factor	100%	100%	100%	100%	100%	100%	100%	100%

Agency Facilities	Cost and Fee Based Values	Cost and Fee Through Materials	Cost and Fee Knowledge Materials	Total Through Materials	Through and Through	Agency Facilities Total
Annual Cost of Operations						
Material Costs	\$1,000	\$100	\$100	\$1,200	\$100	\$1,300
Supplies	\$500	\$50	\$50	\$600	\$50	\$650
Travel	\$100	\$10	\$10	\$120	\$10	\$130
Professional Fees	\$200	\$20	\$20	\$240	\$20	\$260
Other	\$100	\$10	\$10	\$120	\$10	\$130
Total Annual Cost of Operations	\$1,900	\$190	\$190	\$2,280	\$190	\$2,470
Depreciation - Capital Assets	\$100	\$10	\$10	\$120	\$10	\$130
Depreciation - Customer	\$50	\$5	\$5	\$60	\$5	\$65
Depreciation for Customer Equipment	\$50	\$5	\$5	\$60	\$5	\$65
Total	\$2,100	\$210	\$210	\$2,500	\$210	\$2,710
Adjusted Salary Costs including Depreciation and Benefit Plans by Operation	\$1,200	\$120	\$120	\$1,440	\$120	\$1,560
Vehicle Allowance	\$200	\$20	\$20	\$240	\$20	\$260
Customer Discretion - (Costs for Agency Costs)	\$100	\$10	\$10	\$120	\$10	\$130
Total Adjusted Salary Costs including Depreciation and Benefit	\$1,500	\$150	\$150	\$1,800	\$150	\$1,950
Total Adjusted Salary Depreciation Costs (if any)	\$50	\$5	\$5	\$60	\$5	\$65
Annual Equipment Cost (depreciation flow A)	\$100	\$10	\$10	\$120	\$10	\$130
Total Annual Cost of Operations	\$1,650	\$165	\$165	\$1,975	\$165	\$2,140
Profit (Insert Operating Ratio below)	20%					
Total Operating Costs Under Pass Through Cost Adjustment	\$1,320	\$132	\$132	\$1,584	\$132	\$1,716
Customer Pass Through Costs	\$100	\$10	\$10	\$120	\$10	\$130
Material Supply	\$100	\$10	\$10	\$120	\$10	\$130
Total Customer Pass-Through Costs	\$200	\$20	\$20	\$240	\$20	\$260
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,520	\$152	\$152	\$1,824	\$152	\$1,976

SERVICES COLLECTION AGREEMENT
B. West Bay Services District Allowed Costs - STD Proposed Compensation 2021

Category	2020	2021	2022	2023	2024	2025	Total
City # of accounts	2,173	2,218	2,264	2,310	2,357	2,404	13,736
City # of accounts %	94.08%	94.07%	94.07%	94.07%	94.07%	94.07%	94.08%
City Total Allowed Labor Hours per year	1,102.54	1,117.13	1,084.49	1,051.83	1,019.18	986.54	6,368
City Total Allowed Labor Hours per year %	46.21%	47.03%	45.20%	44.03%	42.79%	41.43%	43.28%
City Total Allowed Labor Hours per year %	2.76%	2.76%	2.76%	2.76%	2.76%	2.76%	2.76%
City # of miles (hours/year)	41,847.89	41,847.89	41,847.89	41,847.89	41,847.89	41,847.89	252,227
City # of miles (hours/year) %	2.76%	2.76%	2.76%	2.76%	2.76%	2.76%	2.76%
City Total Compensation to Service	\$2,247	\$2,246	\$2,246	\$2,246	\$2,246	\$2,246	\$13,518
City Total Compensation to Service %	96.83%	96.83%	96.83%	96.83%	96.83%	96.83%	96.83%
City Total Compensation to Service %	2.76%	2.76%	2.76%	2.76%	2.76%	2.76%	2.76%

Account Cost of Operations	Single Family Dwelling					Single Family Dwelling Total
	Allowance	Proposed	Change	% Change	Total	
Annual Cost of Operations						
Direct Labor Related Costs	\$51,011	\$50,210	(\$801)	-1.57%	\$15,640	
Supplies for Office	\$40,130	\$40,130	\$0	0.00%	\$12,639	
Benefits for Office	\$7,794	\$7,794	\$0	0.00%	\$2,392	
Payroll Taxes	\$4,448	\$4,448	\$0	0.00%	\$1,355	
Workshop Compensation Insurance	\$10,000	\$10,000	\$0	0.00%	\$3,000	
Total Direct Labor Related Costs	\$123,683	\$122,682	(\$1,001)	-0.81%	\$36,026	
Material Costs	\$9,107	\$11,281	\$2,174	23.87%	\$4,186	
Other Direct Costs	\$12,220	\$12,220	\$0	0.00%	\$3,786	
Depreciation - Customer Vehicles	\$13,906	\$13,906	\$0	0.00%	\$4,181	
Depreciation - Computers	\$6,204	\$6,204	\$0	0.00%	\$1,861	
Expenses for Customer Equipment	\$21,268	\$22,108	\$840	3.95%	\$6,718	
Total	\$186,384	\$188,482	\$2,098	1.13%	\$57,108	
Allowed Indirect Costs including Depreciation and Interest (From 7)	\$65,347	\$65,242	(\$105)	-0.16%	\$19,638	
Overhead and Administration	\$6,410	\$6,229	(\$181)	-2.83%	\$1,928	
Operations	\$21,311	\$20,549	(\$762)	-3.58%	\$6,336	
Vehicle Maintenance	\$1,406	\$1,414	\$8	0.57%	\$432	
Customer Maintenance	\$75,497	\$75,210	(\$287)	-0.38%	\$22,844	
Total Allowed Indirect Costs including Depreciation and Interest	\$149,961	\$148,642	(\$1,319)	-0.88%	\$44,558	
Total Allowed Indirect Depreciation Costs (From 8)	\$0	\$0	\$0	0.00%	\$0	
Actual Depreciation Cost (Depreciation From A)	\$0	\$0	\$0	0.00%	\$0	
Total Annual Cost of Operations	\$336,412	\$337,124	\$712	0.21%	\$100,664	
Fixed (Direct Operating Costs below)	\$272,706	\$272,907	\$201	0.07%	\$81,641	
Total Proposed Costs below Pass-Through Cost Allowance	\$272,706	\$272,907	\$201	0.07%	\$81,641	
Contractor Pass-Through Costs	\$14,912	\$14,912	\$0	0.00%	\$4,473	
Insurance Costs	\$4,628	\$4,628	\$0	0.00%	\$1,388	
Total Contractor Pass-Through Costs	\$19,540	\$19,540	\$0	0.00%	\$5,861	
TOTAL BASE CONTRACTORS COMPENSATION	\$292,146	\$292,367	\$221	0.08%	\$91,502	

Year	Average		
	2018	2019	2020
2021	2,208	2,218	2,228
2022	2,219	2,219	2,219
2023	2,219	2,219	2,219
2024	2,219	2,219	2,219
2025	2,219	2,219	2,219
Average Three-Year Average	2,219	2,219	2,219

MSWMA COLLECTION AGREEMENT

Proposed Compensation

2021

D. West Bay Sanitary District Allocated Costs - SFD

Step 1: Index Based Adjustments				
FY CFS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CY CFS-W-Wages (2017 Listed as Example)	264,176	264,176	264,176	264,176
CFS-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%
FY CFS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813
CY CFS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813
CFS-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%
FY CFS-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CY CFS-U-Motor Fuel (2017 Listed as Example)	209,252	209,252	209,252	209,252
CFS-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%
FY CFS-U (2017 Listed as Example)	263,983	263,983	263,983	263,983
CY CFS-U (2017 Listed as Example)	263,983	263,983	263,983	263,983
CFS-U Adjustment	100.0%	100.0%	100.0%	100.0%

Single Family Dwelling	6-Mth Rate	Target Serviceable Materials	Organic Materials (including Holes/Traps)	Two On Call Collection Trucks	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor-Related Costs					
Wages for CSAs	\$93,313	\$96,239	\$74,011	\$16,940	\$276,493
Benefits for CSAs	\$43,230	\$41,376	\$34,842	\$1,112	\$128,619
Payroll Taxes	\$7,364	\$7,174	\$6,134	\$1,409	\$22,081
Workers Compensation Insurance	\$6,033	\$6,433	\$5,232	\$1,202	\$19,900
Total Direct Labor-Related Costs	\$150,039	\$151,222	\$120,219	\$20,663	\$440,999
Direct Fuel Costs	\$9,317	\$11,382	\$1,680	\$800	\$23,180
Other Direct Costs	\$12,270	\$14,990	\$12,907	\$1,280	\$41,447
Depreciation - Collection Vehicles	\$13,896	\$13,399	\$13,633	\$738	\$45,673
Depreciation - Containers	\$6,204	\$6,308	\$6,322	\$0	\$21,239
Depreciation for Collection Equipment	\$26,309	\$22,308	\$24,333	\$736	\$67,108
Taxes	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Interest (From F))					
General and Administrative	\$41,341	\$43,242	\$43,677	\$1,376	\$129,636
Operations	\$9,213	\$10,228	\$10,208	\$280	\$29,929
Vehicle Maintenance	\$13,733	\$13,349	\$13,300	\$337	\$50,719
Container Maintenance	\$1,890	\$6,234	\$6,634	\$198	\$14,956
Total Allocated Indirect Costs excluding Depreciation and Interest	\$76,377	\$79,253	\$73,817	\$2,191	\$230,631
Total Allocated Indirect Depreciation Costs (From F)	\$407	\$419	\$433	\$47	\$1,306
Annual Incentive Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$294,427	\$295,675	\$247,684	\$33,899	\$815,465
Profit (insert Operating Ratio below) 90.5%	\$27,336	\$26,287	\$33,686	\$3,538	\$80,847
Total Proposed Costs before Pass-Through Cost Allocation	\$321,763	\$321,962	\$281,370	\$37,437	\$896,312
Contractor Pass-Through Costs					
Interest Expense	\$4,932	\$1,432	\$1,925	\$100	\$16,408
Total Contractor Pass-Through Costs	\$4,932	\$1,432	\$1,925	\$100	\$16,408
TOTAL BASE CONTRACTOR'S COMPENSATION	\$276,831	\$320,530	\$279,445	\$37,337	\$879,904

SRWMA COLLECTION AGREEMENT

Proposed Compensation

2023

D. West Bay Sanitary District Allocated Costs - SFD

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	2,208	2,208	2,208	
2015	2,215	2,215	2,215	
2016	2,215	2,215	2,215	
Prior Year Rolling Three-Year Average	2,213	2,213	2,213	
	Accounts	Accounts	Accounts	
2014	2,208	2,208	2,208	
2015	2,215	2,215	2,215	
2016	2,215	2,215	2,215	
Current Year Rolling Three-Year Average	2,213	2,213	2,213	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1
0% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1

Single Family Dwelling	Sub/ Waste	Targeted Recyclable Materials	Organic Materials (Including Food/ Yard)	Two-On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
<i>Direct Labor-Related Costs</i>					
Wages for CDAs	\$93,313	\$86,230	\$74,051	\$16,740	\$270,409
Benefits for CDAs	\$40,000	\$40,376	\$34,842	\$9,132	\$124,609
Payroll Taxes	\$7,764	\$7,174	\$6,176	\$1,489	\$22,605
Workers Compensation Insurance	\$1,088	\$1,033	\$873	\$227	\$3,221
Total Direct Labor Related Costs	\$152,165	\$134,813	\$120,202	\$28,588	\$435,765
<i>Direct Fuel Costs</i>					
	\$5,707	\$11,302	\$9,086	\$800	\$31,180
<i>Other Direct Costs</i>					
Depreciation - Collection Vehicles	\$13,946	\$13,389	\$13,633	\$718	\$45,673
Depreciation - Containers	\$6,284	\$6,508	\$4,522	\$0	\$21,314
Depreciation for Collection Equipment	\$29,109	\$22,188	\$24,153	\$718	\$67,168
Total	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From W)					
<i>General and Administrative</i>					
Operations	\$40,341	\$43,262	\$43,677	\$1,376	\$176,558
Vehicle Maintenance	\$8,211	\$14,228	\$10,208	\$281	\$24,928
Container Maintenance	\$13,731	\$15,349	\$19,500	\$157	\$51,534
Total Allocated Indirect Costs including Depreciation and Interest	\$72,283	\$72,839	\$73,385	\$2,814	\$244,520
Total Annual Cost of Operations					
	\$224,447	\$207,652	\$193,587	\$31,402	\$680,285
Profit (Based Operating Ratio below)					
	\$27,708	\$28,287	\$26,888	\$1,598	\$84,481
Total Proposed Costs before Pass-Through Cost Allocation					
	\$202,189	\$179,365	\$166,700	\$29,804	\$595,804
Contractor Pass-Through Costs					
Interest Expense	\$4,932	\$1,402	\$1,023	\$191	\$16,418
Total Contractor Pass-Through Costs	\$4,932	\$1,402	\$1,023	\$191	\$16,418
TOTAL BASE CONTRACTOR'S COMPENSATION	\$207,121	\$180,763	\$165,677	\$30,000	\$612,222

SEWANA COLLECTION AGREEMENT
 B. West Bay Sanitary District - Advanced Care - MTR & Commercial
 Proposed Compensation 2015

Category	2014	2015	2016	2017	2018	2019	2020	2021	Total
City # of Accounts	11	11	11	11	11	11	11	11	117
SEWANA # Accounts	10,210	10,210	10,210	1,762	1,014	0	0	0	25,506
City # of Accounts %	0.2%	0.2%	0.2%	0.2%	0.2%	0.0%	0.0%	0.0%	0.4%
City Total Hours (Labor Hours per hour)	277.21	278.45	278.45	48.71	0.00	0.00	0.00	0.00	266.34
SEWANA Total Hours (Labor Hours per hour)	47,871.81	27,111.42	6,576.41	6,577.11	6,577.11	0	0	0	113,603.24
City Total Hours (Labor Hours per hour %)	0.6%	0.2%	0.2%	0.2%	0.0%	0.0%	0.0%	0.0%	0.2%
City # of miles (hours per hour)	107.41	175.48	175.48	48.50	0.00	0.00	0.00	0.00	246.54
SEWANA # of miles (hours per hour)	11,587.98	15,246.12	4,664.86	4,587.11	6,587.11	0	0	0	113,603.24
City # of miles (hours per hour %)	0.9%	0.2%	0.2%	0.2%	0.0%	0.0%	0.0%	0.0%	0.2%
SEWANA Total Compensable Hours (2015 for example)	11	11	11	11	11	11	11	11	117
SEWANA Total Compensable Hours %	17.2%	19.3%	19.3%	1.0%	0.0%	0.0%	0.0%	0.0%	29.34%
City Total Compensable Hours %	0.2%	0.2%	0.2%	0.2%	0.0%	0.0%	0.0%	0.0%	0.4%

Annual Cost of Operations	MTR & Commercial		MTR & Commercial		MTR & Commercial		MTR & Commercial		MTR & Commercial		MTR & Commercial Total
	City and the State Year	SEWANA %	City and the State %	SEWANA %	City and the State %	SEWANA %	City and the State %	SEWANA %	City and the State %		
Annual Cost of Operations											
Sheet 1 Labor Related Costs											
Wages for CDAs	\$29,412	\$13,500	\$17,912	\$10,000	\$17,912	\$10,000	\$17,912	\$10,000	\$17,912	\$10,000	\$27,912
Benefits for CDAs	\$14,634	\$5,950	\$8,684	\$4,050	\$8,684	\$4,050	\$8,684	\$4,050	\$8,684	\$4,050	\$12,734
Payroll Taxes	\$1,449	\$5,107	\$6,556	\$4,050	\$6,556	\$4,050	\$6,556	\$4,050	\$6,556	\$4,050	\$10,606
Medical Compensation Expense	\$1,287	\$10	\$1,297	\$10	\$1,297	\$10	\$1,297	\$10	\$1,297	\$10	\$1,307
Total Sheet Labor Related Costs	\$48,089	\$24,564	\$34,766	\$18,110	\$34,766	\$18,110	\$34,766	\$18,110	\$34,766	\$18,110	\$52,876
Sheet Fuel Costs	\$1,038	\$1,038	\$1,038	\$1,038	\$1,038	\$1,038	\$1,038	\$1,038	\$1,038	\$1,038	\$1,038
Depreciation - Collection Vehicles	\$1,208	\$1,208	\$1,208	\$1,208	\$1,208	\$1,208	\$1,208	\$1,208	\$1,208	\$1,208	\$1,208
Depreciation - Computers	\$389	\$389	\$389	\$389	\$389	\$389	\$389	\$389	\$389	\$389	\$389
Depreciation for Collection Equipment	\$1,011	\$1,011	\$1,011	\$1,011	\$1,011	\$1,011	\$1,011	\$1,011	\$1,011	\$1,011	\$1,011
Lease	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
Advanced Labor Costs including Depreciation and Interest (from %)	\$51,691	\$27,161	\$36,686	\$20,428	\$36,686	\$20,428	\$36,686	\$20,428	\$36,686	\$20,428	\$54,891
Operations	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210
Vehicle Maintenance	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210
Customer Maintenance	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210
Total Advanced Labor Costs including Depreciation and Interest	\$4,840	\$4,840	\$4,840	\$4,840	\$4,840	\$4,840	\$4,840	\$4,840	\$4,840	\$4,840	\$4,840
Total Advanced Labor Depreciation Costs (from %)	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10
Total Advanced Labor Depreciation Costs (from %)	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10
Annual Depreciation Cost (from %)	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10
Total Annual Cost of Operations	\$56,541	\$31,971	\$41,526	\$25,238	\$41,526	\$25,238	\$41,526	\$25,238	\$41,526	\$25,238	\$69,741
Fixed Asset Operating Rate (from %)	86.2%	86.2%	86.2%	86.2%	86.2%	86.2%	86.2%	86.2%	86.2%	86.2%	86.2%
Total Proposed Costs (from %)	\$57,441	\$32,871	\$42,426	\$26,138	\$42,426	\$26,138	\$42,426	\$26,138	\$42,426	\$26,138	\$70,641
Contractor Pass Through Costs	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210
Total Contractor Pass Through Costs	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210	\$1,210
TOTAL BASE CONTRACTOR'S COMPENSATION											

Year	2014	2015	2016	2017	2018	2019	2020	2021	Average
Hours	3,838	3,790	4,250	4,188	4,715	4,248	4,715	4,715	4,248
Cost	1,570	1,570	1,730	1,730	1,730	1,730	1,730	1,730	1,730
Rate	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41

SBWMA COLLECTION AGREEMENT Proposed Compensation 2018
D. West Bay Sanitary District Allocated Costs - MFD & Commercial

Step 3: Index Based Adjustments					
PY CPS-W-Wages (2017 Listed as Example)	204,176	204,176	204,176	204,176	204,176
CY CPS-W-Wages (2017 Listed as Example)	204,176	204,176	204,176	204,176	204,176
CPS-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CY CPS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CPS-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-U-Motor Fuel (2017 Listed as Example)	209,232	209,232	209,232	209,232	209,232
CY CPS-U-Motor Fuel (2017 Listed as Example)	209,232	209,232	209,232	209,232	209,232
CPS-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-U (2017 Listed as Example)	209,983	209,983	209,983	209,983	209,983
CY CPS-U (2017 Listed as Example)	209,983	209,983	209,983	209,983	209,983
CPS-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cost and This Subsid	Cost and This	Cost and This Organic	Total Deep Dive	Two-City/Cal	MFD & Commercial Total
	Wages	Beneficial Materials	Materials (Including Public Taxes)	Services (All Materials)	Collection Fees	
	F	G	H	I	J	
Annual Cost of Operations						
<i>Direct Labor Related Costs</i>						
Wages for CSAs	\$29,432	\$11,805	\$7,595	\$0	\$2,700	\$53,532
Benefits for CSAs	\$14,034	\$5,939	\$2,080	\$0	\$1,343	\$23,396
Payroll Taxes	\$2,449	\$1,107	\$632	\$0	\$227	\$4,415
Workers Compensation Insurance	\$2,027	\$128	\$141	\$0	\$125	\$2,421
Total Direct Labor Related Costs	\$48,942	\$21,180	\$11,458	\$0	\$4,405	\$85,985
<i>Direct Fuel Costs</i>						
Other Direct Costs	\$4,208	\$2,231	\$1,208	\$0	\$405	\$8,052
Depreciation - Collection Vehicles	\$3,768	\$2,086	\$1,908	\$0	\$283	\$8,045
Depreciation - Containers	\$385	\$205	\$270	\$0	\$71	\$939
Depreciation for Collection Equipment	\$1,055	\$2,477	\$2,760	\$0	\$171	\$6,863
Lease	\$0	\$0	\$0	\$0	\$0	\$0
<i>Allocated Indirect Costs including Depreciation and Interest (From F)</i>						
General and Administrative	\$3,000	\$3,210	\$10,888	\$0	\$367	\$17,465
Operations	\$1,230	\$1,779	\$2,712	\$0	\$136	\$5,857
Vehicle Maintenance	\$2,112	\$2,636	\$3,182	\$0	\$221	\$8,151
Container Maintenance	\$405	\$617	\$1,376	\$0	\$81	\$2,489
Total Allocated Indirect Costs including Depreciation and Interest	\$6,747	\$9,642	\$28,058	\$0	\$785	\$45,232
Total Allocated Indirect Depreciation Costs (From F)	\$75	\$83	\$143	\$0	\$7	\$308
<i>Annual Depreciation Cost Allocation (From F)</i>						
\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$66,407	\$34,944	\$39,779	\$0	\$6,246	\$147,476
Profit (Insert Operating Ratio below)	\$6,977	\$3,742	\$3,864	\$0	\$687	\$15,270
Total Proposed Costs before Pass-Through Cost Allocation	\$73,384	\$38,686	\$43,643	\$0	\$7,933	\$162,746
<i>Contractor Pass-Through Costs</i>						
Interest Expense	\$1,311	\$794	\$863	\$0	\$113	\$3,081
Total Contractor Pass-Through Costs	\$1,311	\$794	\$863	\$0	\$113	\$3,081
TOTAL BASE CONTRACTOR'S COMPENSATION	\$74,695	\$39,480	\$44,506	\$0	\$8,046	\$165,827

SEWMA COLLECTION AGREEMENT
 Proposed Compensation 2021
 B. West Bay Sanitary District Absecon Cost - MFD & Commercial

Three Year Trend Adjustment									
	2018	2019	2020	2021	2018	2019	2020	2021	
Price Year Ending Three Year Average	1,626	1,648	1,726	1,793	1,626	1,648	1,726	1,793	
Current Year Ending Three Year Average	1,648	1,726	1,793	1,871	1,648	1,726	1,793	1,871	
2020 Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1
2021 Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1

MFD & Commercial	Cost and Fee Basis		Cost and Fee Basis		Cost and Fee Basis		Total Fee Due		Total Fee Due		MFD & Commercial Total
	Year	2020	Year	2021	Year	2020	Year	2021	Year	2020	
Assumed Cost of Operation											
Depreciation - Capital Cost	\$29,412	\$13,942	\$13,942	\$13,942	\$13,942	\$13,942	\$13,942	\$13,942	\$13,942	\$13,942	\$13,942
Health for C&I	\$14,614	\$14,614	\$14,614	\$14,614	\$14,614	\$14,614	\$14,614	\$14,614	\$14,614	\$14,614	\$14,614
Fixed Costs	\$2,448	\$2,448	\$2,448	\$2,448	\$2,448	\$2,448	\$2,448	\$2,448	\$2,448	\$2,448	\$2,448
Warrant Compensation Expense	\$2,282	\$2,282	\$2,282	\$2,282	\$2,282	\$2,282	\$2,282	\$2,282	\$2,282	\$2,282	\$2,282
Total Three Year Adjustment	\$68,011	\$68,011	\$68,011	\$68,011	\$68,011	\$68,011	\$68,011	\$68,011	\$68,011	\$68,011	\$68,011
Head Start Cost	\$1,018	\$1,018	\$1,018	\$1,018	\$1,018	\$1,018	\$1,018	\$1,018	\$1,018	\$1,018	\$1,018
Other Start Cost	\$4,238	\$4,238	\$4,238	\$4,238	\$4,238	\$4,238	\$4,238	\$4,238	\$4,238	\$4,238	\$4,238
Depreciation - Customer Vehicles	\$1,736	\$1,736	\$1,736	\$1,736	\$1,736	\$1,736	\$1,736	\$1,736	\$1,736	\$1,736	\$1,736
Depreciation - Customer	\$388	\$388	\$388	\$388	\$388	\$388	\$388	\$388	\$388	\$388	\$388
Depreciation for Customer Equipment	\$4,213	\$4,213	\$4,213	\$4,213	\$4,213	\$4,213	\$4,213	\$4,213	\$4,213	\$4,213	\$4,213
Total	\$81	\$81	\$81	\$81	\$81	\$81	\$81	\$81	\$81	\$81	\$81
Assumed Vehicle Cost including Depreciation and Interest From 10	\$1,042	\$1,042	\$1,042	\$1,042	\$1,042	\$1,042	\$1,042	\$1,042	\$1,042	\$1,042	\$1,042
General and Administration	\$1,219	\$1,219	\$1,219	\$1,219	\$1,219	\$1,219	\$1,219	\$1,219	\$1,219	\$1,219	\$1,219
Operations	\$2,219	\$2,219	\$2,219	\$2,219	\$2,219	\$2,219	\$2,219	\$2,219	\$2,219	\$2,219	\$2,219
Vehicle Maintenance	\$2,219	\$2,219	\$2,219	\$2,219	\$2,219	\$2,219	\$2,219	\$2,219	\$2,219	\$2,219	\$2,219
Customer Maintenance	\$487	\$487	\$487	\$487	\$487	\$487	\$487	\$487	\$487	\$487	\$487
Total Assumed Vehicle Cost including Depreciation and Interest	\$6,019	\$6,019	\$6,019	\$6,019	\$6,019	\$6,019	\$6,019	\$6,019	\$6,019	\$6,019	\$6,019
Total Assumed Vehicle Depreciation From 10	\$71	\$71	\$71	\$71	\$71	\$71	\$71	\$71	\$71	\$71	\$71
Annual Depreciation Cost Assumption From 10	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6
Total Assumed Cost of Operation	\$146,441	\$146,441	\$146,441	\$146,441	\$146,441	\$146,441	\$146,441	\$146,441	\$146,441	\$146,441	\$146,441
Profit (Loss) Operating Ratio (Sales)	\$6,271	\$1,742	\$1,742	\$1,742	\$1,742	\$1,742	\$1,742	\$1,742	\$1,742	\$1,742	\$1,742
Total Proposed Cash Value From Through Cost Allocation	\$152,712	\$148,199	\$148,199	\$148,199	\$148,199	\$148,199	\$148,199	\$148,199	\$148,199	\$148,199	\$148,199
Contractor Fee Through Cost	\$1,311	\$1,311	\$1,311	\$1,311	\$1,311	\$1,311	\$1,311	\$1,311	\$1,311	\$1,311	\$1,311
Total Contractor Fee Through Cost	\$1,311	\$1,311	\$1,311	\$1,311	\$1,311	\$1,311	\$1,311	\$1,311	\$1,311	\$1,311	\$1,311
TOTAL BAY CONTRACTORS COMPENSATION	\$154,023	\$149,510	\$149,510	\$149,510	\$149,510	\$149,510	\$149,510	\$149,510	\$149,510	\$149,510	\$149,510

SEWMA COLLECTION AGREEMENT
 Proposed Compensation 2021
 B. What Are Salaries Based Above Cost - Agency Facilities

Fig. 2. Service Level Adjustments

	2014	2015	2016	2017	2018	2019	2020	2021
2014	126	126	126	126	126	126	126	126
2015	126	126	126	126	126	126	126	126
2016	126	126	126	126	126	126	126	126
Three Year Rolling Three Year Average	126	126	126	126	126	126	126	126
Current Year Rolling Three Year Average	126	126	126	126	126	126	126	126
Current Service Level Adjustment Factor	126%	126%	126%	126%	126%	126%	126%	126%
2020 Service Level Adjustment Factor	126%	126%	126%	126%	126%	126%	126%	126%

Agency Facilities	Cost and This Year's		Cost and This		Cost and This		Total This Year		Agency Facilities	
	Year	Change	Year's	Year's	Year's	Year's	Materials	Wages and Taxes	Total	Total
Assess Cost of Operations										
Direct Labor Related Costs	\$179	\$16	\$16	\$16	\$227	\$0	\$0	\$19	\$441	
Supplies for O&M	\$45	\$0	\$0	\$0	\$146	\$0	\$0	\$0	\$146	
Benefits for O&M	\$12	\$1	\$1	\$1	\$19	\$0	\$0	\$0	\$12	
Travel Costs	\$12	\$0	\$0	\$0	\$15	\$0	\$0	\$0	\$12	
Student Organization Support	\$22	\$2	\$2	\$2	\$35	\$0	\$0	\$0	\$22	
Travel Travel Related Costs	\$22	\$0	\$0	\$0	\$30	\$0	\$0	\$0	\$22	
Travel Fuel Costs	\$20	\$0	\$0	\$0	\$30	\$0	\$0	\$0	\$20	
Other Travel Costs	\$10	\$0	\$0	\$0	\$32	\$0	\$0	\$0	\$10	
Depreciation - Capital Assets	\$42	\$0	\$0	\$0	\$126	\$0	\$0	\$0	\$42	
Depreciation - Computers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Depreciation for Industrial Equipment	\$0	\$0	\$0	\$0	\$116	\$0	\$0	\$0	\$0	
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Adjusted Labor Costs including Depreciation and Benefit (From A)	\$308	\$16	\$16	\$16	\$327	\$0	\$0	\$19	\$660	
Special Job Administration (See A) for Agency Costs	\$18	\$0	\$0	\$0	\$43	\$0	\$0	\$0	\$18	
Operations	\$18	\$0	\$0	\$0	\$43	\$0	\$0	\$0	\$18	
Vehicle Maintenance	\$12	\$0	\$0	\$0	\$12	\$0	\$0	\$0	\$12	
Customer Maintenance (See A) for Agency Costs	\$12	\$0	\$0	\$0	\$27	\$0	\$0	\$0	\$12	
Total Adjusted Labor Costs including Depreciation and Benefit	\$212	\$16	\$16	\$16	\$349	\$0	\$0	\$19	\$708	
Total Adjusted Labor Depreciation (From A)	\$1	\$0	\$0	\$0	\$1	\$0	\$0	\$0	\$1	
Assess Supervision Cost (See A)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Assessed Cost of Operations	\$213	\$16	\$16	\$16	\$350	\$0	\$0	\$19	\$709	
Profit (Insert Operating Ratio Below)	\$41	\$0	\$0	\$0	\$146	\$0	\$0	\$0	\$146	
90.5%										
Total Operating Costs Labor Pass Through Cost Allocation	\$254	\$16	\$16	\$16	\$496	\$0	\$0	\$19	\$654	
Contractor Pass Through Cost	\$17	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17	
Material Expense	\$22	\$0	\$0	\$0	\$20	\$0	\$0	\$0	\$22	
Total Contractor Pass-Through Costs	\$39	\$0	\$0	\$0	\$20	\$0	\$0	\$0	\$39	
TOTAL BIDD CONTRACTOR'S COMPENSATION	\$39	\$0	\$0	\$0	\$20	\$0	\$0	\$0	\$39	

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2022

D. Unincorporated Counts - SFD

Statistics Used for Year 2022 Cost Allocation Only					Total
City # of accounts	5,072	5,063	5,044	5,039	5,070
SBWMA # of accounts	94,580	94,372	90,725	29,538	94,580
City # of accounts %	3.4%	3.4%	3.6%	4.7%	3.4%
City Total Route Labor hours year	2,659.32	2,488.08	2,686.57	618.40	8,345
SBWMA Total Route Labor hours year	46,292.55	43,856.29	59,114.12	13,047.24	140,248
City Total Route Labor hours year %	3.7%	3.8%	4.7%	4.7%	3.4%
City # of route hours/year	2,408.37	2,188.34	2,343.23	618.40	7,440
SBWMA # of route hours/year	42,547.89	39,389.04	54,949.16	13,047.24	129,222
City Total Route Labor hours year %	3.6%	3.3%	4.6%	4.7%	3.8%
City Total Containers in Service	5,099	5,103	5,209	3,309	14,840
SBWMA Total Containers in Service	96,806	96,246	99,945	29,534	122,535
City Total Containers in Service %	3.1%	3.1%	3.1%	4.7%	3.2%

Single Family Dwelling	Full Year	Target Recyclable Materials	Organic Materials (Including Tires/Tyres)	Two-Drop Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
<i>Direct Labor-Related Costs</i>					
Wages for Crews	\$221,409	\$146,876	\$141,226	\$42,547	\$629,192
Benefits for Crews	\$162,290	\$89,159	\$85,315	\$22,891	\$299,796
Payroll Taxes	\$18,421	\$13,077	\$13,078	\$3,339	\$12,411
Workers Compensation Insurance	\$13,772	\$13,187	\$13,512	\$3,020	\$43,891
Total Direct Labor-Related Costs	\$157,892	\$92,479	\$294,351	\$71,997	\$1,026,087
<i>Direct Fuel Costs</i>					
Other Direct Costs	\$30,389	\$36,147	\$36,711	\$3,217	\$94,374
Depreciation - Collection Vehicles	\$34,340	\$31,375	\$37,190	\$1,833	\$104,737
Depreciation - Containers	\$14,140	\$14,639	\$17,468	\$0	\$46,246
Depreciation for Collection Equipment	\$48,480	\$46,090	\$34,663	\$1,833	\$151,025
Taxes	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From %)					
General and Administrative	\$95,122	\$94,885	\$99,959	\$3,642	\$293,607
Operations	\$20,056	\$20,076	\$24,288	\$796	\$65,896
Vehicle Maintenance	\$38,857	\$39,508	\$46,423	\$1,349	\$125,946
Container Maintenance	\$13,627	\$14,038	\$13,599	\$497	\$41,761
Total Allocated Indirect Costs including Depreciation and Interest	\$147,777	\$172,803	\$184,267	\$6,184	\$510,828
Total Allocated Indirect Depreciation Costs (From %)	\$1,227	\$1,241	\$1,607	\$41	\$4,112
Annual Depreciation Cost Attribution (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$428,648	\$375,595	\$588,711	\$88,126	\$1,878,679
Profit (Insert Operating Ratio below)	90.5%	\$45,799	\$46,402	\$4,796	\$197,146
Total Proposed Costs before Pass-Through Cost Allocation	\$474,447	\$421,797	\$635,509	\$92,922	\$2,075,825
Contractor Pass-Through Costs					
Interest Expense	\$1,000	\$1,289	\$1,400	\$634	\$3,323
Total Contractor Pass-Through Costs	\$1,000	\$1,289	\$1,400	\$634	\$3,323
TOTAL BASE CONTRACTOR'S COMPENSATION	\$786,528	\$677,386	\$953,312	\$197,516	\$3,112,264

Service Level Statistics Used for Future Service Level/Cost Adjustments				
	Accounts	Accounts	Accounts	
2014	5,041	5,041	5,041	
2015	5,056	5,056	5,056	
2016	5,072	5,072	5,072	
Rolling Three-Year Average	5,056	5,056	5,056	

SAN MATEO COLLECTION AGREEMENT
 B. Estimated Costs - STD
 Proposed Compensation 2023

Fig 1. Labor Based Adjustments

PT CFS-36-04 (per 2017) (and as Example)	204,176	204,176	204,176	204,176	204,176
CT CFS-36-04 (per 2017) (and as Example)	204,176	204,176	204,176	204,176	204,176
CT-36-04 Labor Adjustment	188,076	188,076	188,076	188,076	188,076
PT CFS-36-04 (per 2017) (and as Example)	477,813	477,813	477,813	477,813	477,813
CT CFS-36-04 (per 2017) (and as Example)	477,813	477,813	477,813	477,813	477,813
CT-36-04 Labor Adjustment	468,076	468,076	468,076	468,076	468,076
PT CFS-1 (Labor Per 2017) (and as Example)	209,212	209,212	209,212	209,212	209,212
CT CFS-1 (Labor Per 2017) (and as Example)	209,212	209,212	209,212	209,212	209,212
CT-1 Labor Per Adjustment	188,076	188,076	188,076	188,076	188,076
PT CFS-1 (2017) (and as Example)	209,993	209,993	209,993	209,993	209,993
CT CFS-1 (2017) (and as Example)	209,993	209,993	209,993	209,993	209,993
CT-1 Adjustment	188,076	188,076	188,076	188,076	188,076

Annual Cost of Operations	Single Family Dwelling				
	Full Year	Target Revenue Month	Peak Month Revenue	Year-Over-Change	Single Family Dwelling Total
Annual Cost of Operations					
Direct Labor Related Costs					
Wages for OTR	\$114,400	\$114,400	\$114,400	\$114,400	\$627,960
Health Insurance	\$102,200	\$102,200	\$102,200	\$102,200	\$613,920
Paid Time	\$11,400	\$11,400	\$11,400	\$11,400	\$70,260
Medical Compensation Reserve	\$12,225	\$12,225	\$12,225	\$12,225	\$76,987
Total Direct Labor Expenses	\$340,225	\$340,225	\$340,225	\$340,225	\$2,129,127
Other Direct Costs					
Depreciation - Collector Vehicle	\$35,500	\$35,500	\$35,500	\$35,500	\$221,800
Depreciation - Computers	\$14,100	\$14,100	\$14,100	\$14,100	\$88,725
Depreciation for Collection Equipment	\$48,000	\$48,000	\$48,000	\$48,000	\$300,000
Lease	\$0	\$0	\$0	\$0	\$0
Adjusted Labor Costs including Depreciation and Interest from 10	\$437,825	\$437,825	\$437,825	\$437,825	\$2,740,652
General and Administrative Expenses	\$20,100	\$20,100	\$20,100	\$20,100	\$126,660
Vehicle Maintenance	\$18,807	\$18,807	\$18,807	\$18,807	\$118,902
Customer Incentives	\$13,627	\$13,627	\$13,627	\$13,627	\$85,561
Total Adjusted Labor Expenses and Interest	\$490,359	\$490,359	\$490,359	\$490,359	\$3,066,175
Total Annual Cost of Operations	\$490,359	\$490,359	\$490,359	\$490,359	\$3,066,175
Profit (Insert Operating Margin below)	\$63,976	\$63,976	\$63,976	\$63,976	\$399,748
Total Proposed Cash before From Through Cost Adjustments	\$754,335	\$754,335	\$754,335	\$754,335	\$4,766,123
Contractor Pass-Through Costs	\$11,200	\$11,200	\$11,200	\$11,200	\$70,260
Total Contractor Pass-Through Costs	\$11,200	\$11,200	\$11,200	\$11,200	\$70,260
TOTAL BASE CONTRACTOR'S COMPENSATION	\$765,535	\$765,535	\$765,535	\$765,535	\$4,836,383

SBWMA COLLECTION AGREEMENT

Proposed Compensation

2023

D. Unincorporated Counts - SED

Step 2: Service Level Adjustments				
	Accounts	Accounts	Accounts	
2014	5,041	5,041	5,041	
2015	5,056	5,056	5,056	
2016	5,072	5,072	5,072	
Prior Year Rolling Three-Year Average	5,056	5,056	5,056	
	Accounts	Accounts	Accounts	
2014	5,041	5,041	5,041	
2015	5,056	5,056	5,056	
2016	5,072	5,072	5,072	
Current Year Rolling Three-Year Average	5,056	5,056	5,056	
100% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1
0% Service Level Adjustment Factor	100.0%	100.0%	100.0%	1

Single Family Dwelling	Sub A	Target Recyclable Materials	Organic Materials (Including Vehicle Tires)	Two On-Call Collection Events	Single Family Dwelling Total
	A	B	C	D	
Annual Cost of Operations					
Direct Labor Related Costs					
Wages for CDUs	\$221,409	\$194,800	\$181,200	\$42,340	\$640,900
Benefits for CDUs	\$902,099	\$801,100	\$855,345	\$32,800	\$2,992,306
Payroll Taxes	\$18,423	\$15,377	\$15,078	\$1,109	\$12,487
Workers Compensation Insurance	\$11,772	\$11,107	\$11,212	\$1,021	\$41,892
Total Direct Labor Related Costs	\$1,045,603	\$1,022,484	\$1,062,835	\$77,270	\$1,202,895
Direct Fuel Costs	\$23,998	\$22,800	\$23,000	\$2,000	\$76,980
Other Direct Costs	\$30,300	\$30,147	\$30,711	\$3,213	\$94,374
Depreciation - Collection Vehicles	\$34,340	\$31,375	\$37,100	\$1,839	\$104,717
Depreciation - Computers	\$14,140	\$14,659	\$17,468	\$0	\$46,268
Depreciation for Collection Equipment	\$48,880	\$48,000	\$54,864	\$1,853	\$151,025
Lease	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs (including Depreciation and Interest) (From F)					
General Administration	\$95,112	\$94,895	\$95,059	\$3,461	\$291,427
Operations	\$20,350	\$20,375	\$20,290	\$706	\$61,806
Vehicle Maintenance	\$38,857	\$39,304	\$40,421	\$1,349	\$121,944
Container Maintenance	\$13,927	\$14,008	\$13,599	\$497	\$41,261
Total Allocated Indirect Costs (including Depreciation and Interest)	\$147,246	\$148,582	\$148,369	\$6,013	\$463,438
Total Allocated Indirect Depreciation Costs (From F)	\$1,227	\$1,209	\$1,507	\$43	\$4,022
Annual Implementation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$1,215,146	\$1,173,865	\$1,213,711	\$85,126	\$1,670,679
Profit (Insert Operating Ratio below)	90.5%	90.403%	90.158%	89.906%	89.97146%
Total Proposed Costs before Pass-Through Cost Allocation	\$1,215,146	\$1,173,865	\$1,213,711	\$85,126	\$1,670,679
Contractor Pass-Through Costs					
Interest Expense	\$11,800	\$11,200	\$11,400	\$434	\$37,000
Total Contractor Pass-Through Costs	\$11,800	\$11,200	\$11,400	\$434	\$37,000
TOTAL BASE CONTRACTOR'S COMPENSATION	\$1,226,946	\$1,185,065	\$1,225,111	\$85,560	\$1,707,679

SRMVA COLLECTION AGREEMENT
 B. Environmental Center - MFD & Commercial
 Proposed Compensation 2013

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Total
Cy # of Accounts	108	255	255	255	255	255	255	255	255	255	255	429
2012 MVA % Account	10.50	10.50	10.50	10.50	10.50	10.50	10.50	10.50	10.50	10.50	10.50	24.84
Cy # of Accounts %	2.8%	2.8%	2.8%	2.8%	2.8%	2.8%	2.8%	2.8%	2.8%	2.8%	2.8%	1.7%
Cy Total Hours (Labor Hours Year)	407.64	1119.34	1119.34	1119.34	1119.34	1119.34	1119.34	1119.34	1119.34	1119.34	1119.34	1815
2012 MVA Total Hours Labor Hours Year	47,871.61	271,113.32	271,113.32	271,113.32	271,113.32	271,113.32	271,113.32	271,113.32	271,113.32	271,113.32	271,113.32	4,507.31
Cy Total Hours (Labor Hours Year %)	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	4.7%
Cy # of non labor year	367.33	288.08	288.08	288.08	288.08	288.08	288.08	288.08	288.08	288.08	288.08	729
2012 MVA # of non labor year	11,307.08	21,541.12	21,541.12	21,541.12	21,541.12	21,541.12	21,541.12	21,541.12	21,541.12	21,541.12	21,541.12	3,647.11
Cy # of non labor year %	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	4.8%
Cy Total Customers in Service	248	138	138	138	138	138	138	138	138	138	138	428
2012 MVA Total Customers in Service	17,238	87,535	87,535	87,535	87,535	87,535	87,535	87,535	87,535	87,535	87,535	21,568
Cy Total Customers in Service %	1.7%	1.7%	1.7%	1.7%	1.7%	1.7%	1.7%	1.7%	1.7%	1.7%	1.7%	9.8%

Annual Cost of Operations	Cost and/or Fee Type	Cost and/or Fee Frequency	Cost and/or Fee Monthly	Total Number of Months	Total Number of Months	Fee/Unit Cost	MFD & Commercial Total
Annual Cost of Operations							
Direct Labor-Related Costs							
Wages for OTRs	\$17,914	\$21,796	\$17,914	\$1	\$1	\$17,914	\$17,914
Benefits for OTRs	\$23,307	\$28,638	\$23,307	\$1	\$1	\$23,307	\$23,307
Fixed Fees	\$1,808	\$1,808	\$1,808	\$1	\$1	\$1,808	\$1,808
Vendor/Contractor Expenses	\$2,841	\$2,841	\$2,841	\$1	\$1	\$2,841	\$2,841
Total Direct Labor-Related Costs	\$25,770	\$35,283	\$25,770	\$1	\$1	\$25,770	\$25,770
Other Direct Costs	\$1,408	\$2,112	\$1,408	\$1	\$1	\$1,408	\$1,408
Depreciation - Customer Vehicles	\$7,838	\$1,115	\$7,838	\$1	\$1	\$7,838	\$7,838
Depreciation - Computers	\$2,911	\$2,911	\$2,911	\$1	\$1	\$2,911	\$2,911
Depreciation - Computers	\$1,278	\$1,278	\$1,278	\$1	\$1	\$1,278	\$1,278
Expenses for Collection Equipment	\$8,247	\$1,044	\$8,247	\$1	\$1	\$8,247	\$8,247
Lease	\$1	\$1	\$1	\$1	\$1	\$1	\$1
Other Direct Costs	\$18,102	\$23,966	\$18,102	\$1	\$1	\$18,102	\$18,102
General and Administrative Expenses	\$2,217	\$2,217	\$2,217	\$1	\$1	\$2,217	\$2,217
Depreciation	\$2,217	\$2,217	\$2,217	\$1	\$1	\$2,217	\$2,217
Vehicle Maintenance	\$4,435	\$4,435	\$4,435	\$1	\$1	\$4,435	\$4,435
Utilities Maintenance	\$2,217	\$2,217	\$2,217	\$1	\$1	\$2,217	\$2,217
Total General and Administrative Expenses and Fees	\$20,100	\$20,100	\$20,100	\$1	\$1	\$20,100	\$20,100
Total Annual Cost of Operations (Total %)	\$142	\$142	\$142	\$1	\$1	\$142	\$142
Annual Subcontractor (Amortization/Lease)	\$19,008	\$79,008	\$19,008	\$1	\$1	\$19,008	\$19,008
Total Annual Cost of Operations	\$161,908	\$161,908	\$161,908	\$1	\$1	\$161,908	\$161,908
Fixed Asset Operating Rate (Labor)	\$161,908	\$161,908	\$161,908	\$1	\$1	\$161,908	\$161,908
Total Proposed Costs Under Pass-Through Cost Allocation	\$161,908	\$161,908	\$161,908	\$1	\$1	\$161,908	\$161,908
Contractor Pass-Through Costs	\$2,100	\$1,425	\$2,100	\$1	\$1	\$2,100	\$2,100
Vendor/Contractor Pass-Through Costs	\$1,808	\$1,808	\$1,808	\$1	\$1	\$1,808	\$1,808
TOTAL BASE CONTRACTORS COMPENSATION	\$3,908	\$3,233	\$3,908	\$1	\$1	\$3,908	\$3,908

Service Level Metrics Used for Rates Service Level Cost Adjustments	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Rating Three-Year Average	18.135	18.135	18.135	18.135	18.135	18.135	18.135	18.135	18.135	18.135	18.135

SBWMA COLLECTION AGREEMENT
 D. Unincorporated County - MFD & Commercial
 Proposed Compensation 2021

Step 1: Index Based Adjustments					
PY CPS-W-Wages (2017 Listed as Example)	254,176	254,176	254,176	254,176	254,176
CY CPS-W-Wages (2017 Listed as Example)	254,176	254,176	254,176	254,176	254,176
CPS-W-Wages Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CY CPS-W-Medical (2017 Listed as Example)	477,813	477,813	477,813	477,813	477,813
CPS-W-Medical Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-U-Motor Fuel (2017 Listed as Example)	209,232	209,232	209,232	209,232	209,232
CY CPS-U-Motor Fuel (2017 Listed as Example)	209,232	209,232	209,232	209,232	209,232
CPS-U-Motor Fuel Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%
PY CPS-U (2017 Listed as Example)	249,983	249,983	249,983	249,983	249,983
CY CPS-U (2017 Listed as Example)	249,983	249,983	249,983	249,983	249,983
CPS-U Adjustment	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Cost and the Solid Waste	Cost and the Recyclable Materials	Cost and the Organic Materials (Including Tires)	Total Drop-Off Services (All Materials)	Two-On-Call Collection Trench	MFD & Commercial Total
	E	F	G	H	J	
Annual Cost of Operations						
Direct Labor-Related Costs						
Wages for CSAs	\$11,914	\$21,794	\$6,589	\$0	\$6,817	\$47,114
Benefits for CSAs	\$21,707	\$21,619	\$2,761	\$0	\$1,172	\$47,261
Payroll Taxes	\$4,486	\$1,980	\$713	\$0	\$173	\$7,750
Workers Compensation Services	\$2,881	\$2,022	\$112	\$0	\$100	\$5,113
Total Direct Labor-Related Costs	\$42,988	\$47,415	\$10,175	\$0	\$8,262	\$109,636
Direct Fuel Costs	\$5,696	\$2,732	\$1,346	\$0	\$786	\$10,560
Other Direct Costs	\$7,831	\$5,711	\$1,749	\$0	\$1,026	\$16,367
Depreciation - Collection Vehicles	\$7,011	\$1,591	\$2,044	\$0	\$719	\$13,365
Depreciation - Containers	\$1,786	\$1,162	\$1,603	\$0	\$177	\$4,628
Depreciation for Collection Equipment	\$8,757	\$1,951	\$1,707	\$0	\$887	\$13,302
Taxes	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs including Depreciation and Interest (From N)						
General and Administrative	\$18,932	\$19,990	\$17,825	\$0	\$1,425	\$58,172
Operations	\$2,211	\$2,111	\$2,903	\$0	\$294	\$7,761
Vehicle Maintenance	\$4,303	\$4,429	\$1,347	\$0	\$193	\$10,272
Container Maintenance	\$1,943	\$2,434	\$1,276	\$0	\$294	\$5,947
Total Allocated Indirect Costs including Depreciation and Interest	\$28,389	\$29,964	\$23,351	\$0	\$2,116	\$83,766
Total Allocated Indirect Depreciation Costs (From N)	\$142	\$142	\$119	\$0	\$14	\$417
Annual Depreciation Cost Allocation (From A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$76,899	\$79,489	\$48,761	\$0	\$16,477	\$211,493
Profit (Insert Operating Ratio below)	\$14,349	\$8,293	\$5,698	\$0	\$1,728	\$29,068
Total Proposed Costs before Pass-Through Cost Allocation	\$91,248	\$87,782	\$54,459	\$0	\$18,205	\$240,561
Contractor Pass-Through Costs						
Interest Expense	\$2,834	\$1,621	\$1,189	\$0	\$184	\$5,828
Total Contractor Pass-Through Costs	\$2,834	\$1,621	\$1,189	\$0	\$184	\$5,828
TOTAL BASE CONTRACTOR'S COMPENSATION	\$94,082	\$89,403	\$55,648	\$0	\$18,389	\$246,389

SWMIA COLLECTION AGREEMENT
B. Environmental Costs - MFD & Commercial

Proposed Compensation 2021

		Three Year Trend Adjustment					
		2014	2015	2016	2014	2015	2016
	2014	1,049	1,049	1,049	2.7%	2.7%	2.7%
	2015	1,049	1,049	1,049	3.0%	3.0%	3.0%
	2016	1,049	1,049	1,049	3.3%	3.3%	3.3%
	Three Year Trend Average	1,049	1,049	1,049	3.0%	3.0%	3.0%
	Current Year Budget, Three Year Average	1,049	1,049	1,049	3.0%	3.0%	3.0%
	From Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
	From Service Level Adjustment Factor	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

MFD & Commercial	Assumed Cost of Operation	Cost per Sq. Foot		Cost per Sq. Foot (Including Materials)		Cost per Sq. Foot (Including Materials Excluding Taxes)		Total Cost per Sq. Foot (Including Materials)	Total Cost per Sq. Foot (Including Materials Excluding Taxes)	MFD & Commercial Total
		2020	2021	2020	2021	2020	2021			
	Support for O&M	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
	Waste for O&M	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
	Fixed Costs	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
	Variable Costs	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
	Sub-Contractor Expenses	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
	Fixed Costs	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
	Variable Costs	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
	Depreciation - Collection Station	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
	Depreciation for Collection Station	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
	Other	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
	Total	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
	Adjusted Labor Cost (including Depreciation and Interest from 7)	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
	Operator	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
	Vehicle Maintenance	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
	Collection Station	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
	Sub-Contractor Labor (Costs including Depreciation and Interest)	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
	Sub-Contractor Labor (Costs including Depreciation and Interest)	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
	Annual Depreciation Cost (from 14)	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
	Total Assumed Cost of Operation	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
	Fixed (Over Operating Costs below)	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
	Total Proposed Costs below Price Through Cost Adjustment	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
	Contractor Fee Through Cost	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
	Total Contractor Fee Through Cost	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
	TOTAL BASE CONTRACTOR'S COMPENSATION	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000

SBWMA COLLECTION AGREEMENT Proposed Compensation 2019
D. Unincorporated Counts - Agency Facilities

	Statistics Used for Year 2019 Cost Allocation Only					Totals
City # of Lots per year	0	208	312		5,072	\$20,000
SBWMA # of Lots per year (Accounts for Vacant/Destroyed)	242,507	16,744	65,639		94,580	
City # of Lots per year %	0.0%	1.2%	0.7%		2.4%	
City Total Route Labor hours year	0.00	12.19	3.11	0.00	17.30	\$3,200
SBWMA Total Route Labor hours year	4,706.59	276.00	993.06		5,975.65	
City Total Route Labor hours year	0.0%	2.2%	0.5%		0.7%	
City # of route hours/year	0.00	12.19	3.07		17.30	\$3,200
SBWMA # of route hours/year	2,391.51	224.16	939.17		3,554.84	
City # of route hours/year %	0.0%	3.4%	0.8%		0.9%	
City # of Collections	0	4	6		3,099	10,000
SBWMA # of Collections	842	256	118		96,836	
City # of Collections %	0.0%	1.4%	1.1%		1.2%	

Agency Facilities	Cost and Disposal	Cost and Disposal	Cost and Disposal	Total Drop Box	Taxes and Fees	Agency Facilities Total
	Water	Organic Materials	Recyclable Materials	Services All Materials		
	E	G	F	H	I	
Annual Cost of Operations						
Direct Labor Related Costs						
Wages for CRAs	\$0	\$1,142	\$679	\$0	\$18	\$1,839
Benefits for CRAs	\$0	\$134	\$234	\$0	\$19	\$387
Payroll Taxes	\$0	\$95	\$46	\$0	\$3	\$144
Workman Compensation Insurance	\$0	\$21	\$12	\$0	\$2	\$35
Total Direct Labor Related Costs	\$0	\$1,392	\$771	\$0	\$42	\$2,205
Direct Fuel Costs	\$0	\$112	\$64	\$0	\$1	\$177
Other Direct Costs	\$0	\$297	\$120	\$0	\$9	\$426
Depreciation - Collection Vehicles	\$0	\$700	\$215	\$0	\$16	\$931
Depreciation - Containers	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation for Collection Equipment	\$0	\$700	\$215	\$0	\$16	\$931
Lease	\$0	\$0	\$0	\$0	\$0	\$0
Allocated Indirect Costs-excluding Depreciation and Interest (Pass to General and Administrative using 50% for Agency Costs)	\$0	\$477	\$286	\$0	\$23	\$786
Operations	\$0	\$305	\$127	\$0	\$8	\$440
Vehicle Maintenance	\$0	\$179	\$243	\$0	\$16	\$437
Container Maintenance (using 50% for Agency Costs)	\$0	\$93	\$29	\$0	\$19	\$241
Total Allocated Indirect Costs-excluding Depreciation and Interest	\$0	\$1,427	\$598	\$0	\$66	\$2,091
Total Allocated Indirect Depreciation Costs (Pass to General and Administrative Cost Allocation (Pass A))	\$0	\$21	\$10	\$0	\$1	\$32
Total Annual Cost of Operations	\$0	\$4,440	\$1,860	\$0	\$99	\$6,399
Profit (insert Operating Ratio below)	\$0	\$466	\$298	\$0	\$24	\$788
Total Operating Costs before Pass-Through Cost Allocation	\$0	\$4,906	\$2,158	\$0	\$123	\$7,187
Contractor Pass-Through Costs						
Interest Expense	\$0	\$14	\$12	\$0	\$1	\$27
Total Contractor Pass-Through Costs	\$0	\$14	\$12	\$0	\$1	\$27
TOTAL BASE CONTRACTOR'S COMPENSATION	\$0	\$5,020	\$2,170	\$0	\$124	\$7,214

Service Level Statistics Used for Future Service Level Cost Adjustments					
	2014	2015	2016	Rolling Three-Year Average	
Lots	0	208	312	173	
Routes	0	208	312	173	
	0	208	312	173	

SANJVA COLLECTION AGREEMENT
D. Unrecovered Costs - Agency Facilities

Proposed Compensation 2021

Table 1 - Under Based Adjustment

PT C21-20: Single C21T1 Load as Example	204.17%	204.17%	204.17%	204.17%	204.17%	204.17%	204.17%
PT C21-20: Single C21T2 Load as Example	204.17%	204.17%	204.17%	204.17%	204.17%	204.17%	204.17%
C21-20: Single Adjustment	188.0%	188.0%	188.0%	188.0%	188.0%	188.0%	188.0%
PT C21-24: Adjusted C21T1 Load as Example	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%
PT C21-24: Adjusted C21T2 Load as Example	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%	477.81%
C21-24: Single Adjustment	188.0%	188.0%	188.0%	188.0%	188.0%	188.0%	188.0%
PT C21-31: Single Total C21T1 Load as Example	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%
PT C21-31: Single Total C21T2 Load as Example	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%	209.23%
C21-31: Single Total Adjustment	188.0%	188.0%	188.0%	188.0%	188.0%	188.0%	188.0%
PT C21-41: C21T1 Load as Example	241.94%	241.94%	241.94%	241.94%	241.94%	241.94%	241.94%
PT C21-41: C21T2 Load as Example	241.94%	241.94%	241.94%	241.94%	241.94%	241.94%	241.94%
C21-41: Adjustment	188.0%	188.0%	188.0%	188.0%	188.0%	188.0%	188.0%

Agency Facilities	Cost and Fee Sold Waste	Cost and Fee Original Materials	Cost and Fee Reparable Materials	Total Payable Materials	Volume and Tonnage	Agency Facilities Total
Annual Cost of Operations						
Short-Term Annual Cost	\$0	\$1,342	\$479	\$0	\$0	\$1,821
Wages for OSHA	\$0	\$108	\$339	\$0	\$0	\$447
Benefits for OSHA	\$0	\$95	\$340	\$0	\$0	\$435
Food Taxes	\$0	\$38	\$38	\$0	\$0	\$76
Student Compensation Insurance	\$0	\$1,001	\$777	\$0	\$0	\$1,778
Total Short-Term Annual Cost	\$0	\$1,622	\$524	\$0	\$0	\$2,146
Other Annual Costs	\$0	\$113	\$44	\$0	\$0	\$157
Depreciation - Collection Vehicle	\$0	\$387	\$139	\$0	\$0	\$526
Depreciation - Cranes	\$0	\$199	\$276	\$0	\$0	\$475
Depreciation for Collection Equipment	\$0	\$35	\$25	\$0	\$0	\$60
Taxes	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Annual Costs including Depreciation and Taxes from W	\$0	\$1,840	\$603	\$0	\$0	\$2,443
Overtime and Adjustments (only \$0 for Agency Costs)	\$0	\$300	\$127	\$0	\$0	\$427
Vehicle Maintenance	\$0	\$179	\$230	\$0	\$0	\$409
Customer Maintenance (only \$0 for Agency Costs)	\$0	\$48	\$29	\$0	\$0	\$77
Total Adjusted Annual Costs including Depreciation and Taxes	\$0	\$1,827	\$578	\$0	\$0	\$2,405
Total Annual Volume Operations (Cost from W)	\$0	\$23	\$10	\$0	\$0	\$33
Annual Supplemental Cost Adjustment (Cost from A)	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$0	\$1,848	\$603	\$0	\$0	\$2,451
Profit (Short Operating Ratio below)	\$0	\$48	\$19	\$0	\$0	\$67
94.1%						
Total Operating Costs below from Through Cost Allocation	\$0	\$1,896	\$622	\$0	\$0	\$2,518
Contractor Pass-Through Costs						
Labor Taxes	\$0	\$18	\$0	\$0	\$0	\$18
Total Contractor Pass-Through Costs	\$0	\$18	\$0	\$0	\$0	\$18
TOTAL BASE CONTRACTOR'S COMPENSATION	\$0	\$1,914	\$622	\$0	\$0	\$2,536

SEWMA COLLECTION AGREEMENT
B. Unamortized Costs - Agency Facilities

Proposed Compensation

2011

Over 2 Service Level Adjustments						
	2004	2005	2006	2007	2008	2009
Prior Year Budget Three Year Average	2,004	2,004	2,004	2,004	2,004	2,004
Current Year Budget Three Year Average	2,004	2,004	2,004	2,004	2,004	2,004
Cost of Service Level Adjustment Factor	0	0	0	0	0	0
Cost of Service Level Adjustment Factor	0	0	0	0	0	0
Cost of Service Level Adjustment Factor	0	0	0	0	0	0

Agency Facilities	Cost per Full Time Employee		Cost per Full Time Employee	Cost per Full Time Employee	Total Through the Month	Volume of 1 Year	Agency Facilities Total
	2010	2011					
Annual Cost of Operations							
Wages for O&M	\$0	\$1,142	\$478	\$0	\$0	\$732	\$1,142
Benefits for O&M	\$0	\$374	\$154	\$0	\$0	\$238	\$374
Fixed Taxes	\$0	\$97	\$40	\$0	\$0	\$62	\$97
Material Components Expense	\$0	\$61	\$26	\$0	\$0	\$41	\$61
Total Direct Labor Related Costs	\$0	\$1,681	\$698	\$0	\$0	\$1,073	\$1,681
Other Direct Costs	\$0	\$122	\$51	\$0	\$0	\$77	\$122
Other Direct Costs	\$0	\$297	\$125	\$0	\$0	\$177	\$297
Depreciation - Collection Vehicles	\$0	\$256	\$107	\$0	\$0	\$161	\$256
Depreciation - Collection	\$0	\$56	\$24	\$0	\$0	\$33	\$56
Depreciation for Collection Equipment	\$0	\$56	\$24	\$0	\$0	\$33	\$56
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Indirect Costs including Depreciation and Interest (From 7)							
Operational and Administrative Costs (Not for Agency O&M)	\$0	\$277	\$117	\$0	\$0	\$73	\$277
Overhead	\$0	\$313	\$131	\$0	\$0	\$87	\$313
Vehicle Maintenance	\$0	\$276	\$117	\$0	\$0	\$77	\$276
Contract Maintenance (Not for Agency O&M)	\$0	\$49	\$21	\$0	\$0	\$14	\$49
Total Annual Indirect Costs including Depreciation and Interest	\$0	\$1,427	\$597	\$0	\$0	\$382	\$1,427
Total Annual Indirect Depreciation Costs (From 7)	\$0	\$23	\$10	\$0	\$0	\$7	\$23
Annual Supplemental Cost Adjustment (From 14)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Cost of Operations	\$0	\$3,142	\$1,322	\$0	\$0	\$1,493	\$3,142
Profit (Based Operating Ratio below)	\$0	\$466	\$199	\$0	\$0	\$134	\$466
90.5%	\$0	\$1,676	\$1,123	\$0	\$0	\$1,159	\$1,676
Total Operating Costs before Pass Through Cost Allocations	\$0	\$1,676	\$1,123	\$0	\$0	\$1,159	\$1,676
Contractor Pass Through Costs	\$0	\$116	\$47	\$0	\$0	\$31	\$116
Total Contractor Pass Through Costs	\$0	\$116	\$47	\$0	\$0	\$31	\$116
TOTAL BASE CONTRACTOR'S COMPENSATION	\$0	\$116	\$47	\$0	\$0	\$31	\$116

Attachment N - Truck Depreciation & Interest Schedule

	2017		Units Purchased by Year						Capital Expenditure Per Year									
			Quantity	Cost/Unit	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Inflation Assumption: 2.00%							
	Year 11	Year 12			Year 13	Year 14	Year 15	Year 16	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Total			
4 Axle ASL Coll Vehicle	42	335,000	0	15	17	10	0	0	0	0	0	0	0	0	0	0	0	15,759,120
3 Axle ASL Coll Vehicle	21	333,000	0	5	10	6	0	0	0	0	0	0	0	0	0	0	0	7,855,828
3 Axle ASL (185" Wheel Base)	4	333,000	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0	1,508,400
3 Axle ASL (185" Wheel Base)	1	333,000	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	373,770
4 Axle ASL (185" Wheel Base)	2	335,000	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	752,030
Pup Trucks SASL (VHTS)	3	179,000	0	0	0	1	2	0	0	0	0	0	0	0	0	0	0	620,646
4 Axle FEL Coll Vehicle	27	364,000	0	9	9	9	0	0	0	0	0	0	0	0	0	0	0	11,031,263
4 Axle REL Coll Vehicle	16	316,000	4	4	4	4	0	0	0	0	0	0	0	0	0	0	0	5,624,457
3 Axle REL (185" Wheel Base)	2	307,000	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	707,593
2 Axle REL (128" Wheel Base)	2	212,000	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	488,631
3 Axle SASL (Comm Organics)	1	333,000	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	373,770
3 Axle Roll Offs	3	248,000	0	0	1	1	1	0	0	0	0	0	0	0	0	0	0	849,970
4 Axle Roll Offs	3	287,000	0	0	1	1	1	0	0	0	0	0	0	0	0	0	0	983,634
Cart Delivery Trucks	3	93,000	0	0	0	1	1	1	0	0	0	0	0	0	0	0	0	324,319
Container Delivery Trucks	2	155,000	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	357,254
Box Trucks (Loose Bulky)	3	141,000	0	0	0	1	1	1	0	0	0	0	0	0	0	0	0	491,709
Shop Truck GMC 3500	1	72,000	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	80,815
Shop Truck GMC 4500	2	88,000	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	199,308
GMC Hyb 1/2 Ton Pick Up's	6	50,000	0	1	2	1	1	1	0	0	0	0	0	0	0	0	0	341,730
Total Vehicles	144		4	36	50	40	10	4	1,368,194	13,171,859	17,413,413	13,893,117	2,358,575	519,088	48,724,246			

	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Total
Depreciation - New Truck Purchases	4,017,000	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	48,724,246
Depreciation - Initial Term Purchases (Year 3)	75,539	75,539	75,539	0	0	0	0	0	0	0	0	0	0	0	0	0	226,617
Total Depreciation	4,092,539	3,056,022	3,056,022	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	2,980,483	48,950,863

Interest (5.5%)	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	982,006	14,730,087
Other Interest (Containers)	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	163,180	2,447,700
Total	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	1,145,186	17,177,787

Attachment N - Form H - CPI Indexes

CPI-W-Wages

Series ID: CWURAA22SA0

Not Seasonally Adjusted

Series: All items in San Francisco-Oakland-San Jose, CA, urban
 Title: wage earners and clerical workers, not seasonally
 Area: San Francisco-Oakland-San Jose, CA
 Item: All items
 Base: 1982-84=100
 Period:
 Years: 2011 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	May to April Average	% Change
2011		226.638		231.600		230.605		231.445		232.371		231.109	232.801	
2012		234.648		238.826		236.890		238.445		240.864		238.454	239.113	2.71%
2013		240.282		241.784		243.052		242.903		243.711		242.602	244.225	2.14%
2014		245.148		247.932		250.085		249.877		250.508		247.680	250.139	2.42%
2015		249.809		252.875		254.736		256.080		256.107		255.492	256.487	2.54%
2016		257.141		259.388		261.017		262.328		264.026		263.222	264.176	3.00%
2017		265.509		268.896										

CPI-W-Medical

Series ID: CWURAA22SAM

Not Seasonally Adjusted

Series: Medical care in San Francisco-Oakland-San Jose, CA,
 Title: urban wage earners and clerical workers, not seasonally
 Area: San Francisco-Oakland-San Jose, CA
 Item: Medical care
 Base: 1982-84=100
 Period:
 Years: 2011 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1
2011		390.950		391.029		391.703		392.349		393.473		395.217	394.012	
2012		395.155		396.175		395.735		401.147		400.453		399.487	401.535	1.91%
2013		408.164		404.244		417.242		418.887		418.682		423.806	424.483	5.71%
2014		430.864		439.317										
2015														
2016								476.519		476.977		478.488	477.815	
2017		475.258		481.836										

CPI-U-Motor Fuel

Series ID: CUURAA22SETB

Not Seasonally Adjusted

Series: Motor fuel in San Francisco-Oakland-San Jose, CA, all
 Title: urban consumers, not seasonally adjusted
 Area: San Francisco-Oakland-San Jose, CA
 Item: Motor fuel
 Base: 1982-84=100
 Period:
 Years: 2011 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	May to April Average	% Change	
2011		254.648	264.952	297.753	317.686	314.626	295.113	288.952	285.106	295.484	290.739	286.068	271.286	296.328	
2012		280.517	302.724	327.962	317.962	325.378	301.182	285.891	315.778	316.03	326.090	288.189	268.569	302.004	1.92%
2013		274.825	306.602	309.846	300.882	306.012	303.270	301.401	291.569	299.933	284.084	273.022	270.990	291.204	-3.58%
2014		273.919	279.844	297.341	313.061	315.401	312.578	308.499	297.489	287.115	268.189	242.194	216.165	261.711	-10.13%
2015		193.209	209.050	250.324	240.323	269.479	283.019	257.434	247.551	223.945	208.973	202.552	196.642	218.866	-16.37%
2016		195.010	178.298	191.074	202.420	208.843	213.139	209.863	187.818	204.512	207.138	200.894	200.151	209.252	-4.39%
2017		208.379	212.552	223.591	224.219										

CPI-U

Series ID: CUURAA22SA0

Not Seasonally Adjusted

Series: All items in San Francisco-Oakland-San Jose, CA, all
 Title: urban consumers, not seasonally adjusted
 Area: San Francisco-Oakland-San Jose, CA
 Item: All items
 Base: 1982-84=100
 Period:
 Years: 2011 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	May to April Average	% Change
2011		229.981		234.121		233.848		234.608		236.331		234.327	235.830	
2012		236.880		238.989		239.806		241.170		242.834		239.633	241.783	2.81%
2013		242.677		244.675		246.935		246.072		248.617		245.711	247.408	2.33%
2014		248.615		251.495		253.317		253.354		254.503		252.273	254.330	2.80%
2015		254.910		257.622		259.117		258.917		261.019		260.288	261.251	2.72%
2016		262.800		264.565		266.041		267.663		270.300		269.483	269.983	3.34%
2017		271.626		274.589										

ATTACHMENT O LIST OF CONTRACTOR'S PERSONNEL

Non-CBA Employees

General Manager -----	1
Administrative Manager -----	1
Operations Manager -----	1
Customer Service Manager --	1
Waste Zero Manager -----	1
Public Relations Manger ----	1
Maintenance Manager-----	1
Accounting Manager -----	0.5
Operations District Manager -	1
Operation Supervisors-----	6
Operations Dispatcher-----	1
Waste Zero Specialists-----	6
Customer Service Supervisor	1
Subtotal-----	22.5

CBA Employees

Drivers-----	165
Customer Service Representatives-----	15
Maintenance Clerks -----	2
Accounting Staff-----	3
Dispatch Clerks-----	2
Mechanics/Shop Personnel-----	20
Subtotal-----	207

Total-----229.5

List of Contractor's Personnel reflects employees on Recology San Mateo County direct payroll.

**Attachment P
Vehicle Specifications**

[Note: The current Attachment P will be removed in its entirety and replaced with this new Attachment P.]

Specifications are for vehicles to be purchased pursuant to Section 8.04 of Agreement.

Vehicle Type	General Information					Color		Cab and Chasis			Body								
	Type of Vehicle	Material to be reflected	Age of Vehicle	Manufacturer and Model	Owned or Leased	Cab	Body	Cab Height (Inches)	Number of Axles	Overall length w/ Body Mounted (Inches)	Collection Method	Rated Capacity	Practical or Net Capacity	No. of Collection Compartments	Net Capacity of each Compartment	Overall Body Length (Inches)	Body Height (Inches)	Body Width (Inches)	Used Oil Container and Filter Rack
1 4 Rate A31 Cab Vehicle	Side Loader	MSW, R, O	New	Autocar AC3 84 Chassis/Flat DP Python Body	Owned	White	White	102	4	425	Automated	28 cu yd	28 cu yd	1	28 cu yd	284	103	96	Yes
2 4 Rate A31 Cab Vehicle	Side Loader	MSW, R, O	New	Autocar AC3 68 Chassis/Flat DP Python Body	Owned	White	White	102	3	425	Automated	28 cu yd	28 cu yd	1	28 cu yd	284	103	96	Yes
3 4 Rate A31 Cab Vehicle	Side Loader	MSW, R, O	New	Autocar AC3 64 Chassis/Flat Rapid Roll Body	Owned	White	White	102	3	425	Automated	28 cu yd	28 cu yd	1	28 cu yd	284	103	96	Yes
4 4 Rate A31 Cab Vehicle	Side Loader	MSW, R, O	New	Autocar AC3 84 Chassis/Flat Rapid Roll Body	Owned	White	White	102	4	425	Automated	28 cu yd	28 cu yd	1	28 cu yd	284	103	96	Yes
5 Pug Trucks 2400 (WHT)	Side Loader	MSW, R, O	New	Freightliner 2500/Flat Retriever Body	Owned	White	White	94	2	288	Semi-Automated	10 cu yd	10 cu yd	1	10 cu yd	258	92	82	Yes
6 4 Rate REL Cab Vehicle	Front Loader	MSW, R, O	New	Autocar AC3 84 Chassis/Flat Freedom Body	Owned	White	White	102	4	425	Automated	40 cu yd	40 cu yd	1	40 cu yd	292	120	96	No
7 4 Rate REL Cab Vehicle	Rear Loader	MSW, R, O	New	Autocar AC3 84 Chassis/Flat Dumpback 5000 Body	Owned	White	White	102	4	364	Semi-Automated	25 cu yd	25 cu yd	1	25 cu yd	270	144	96	No
8 1 Rate RL (145" Wheel Base)	Rear Loader	MSW, R, O	New	Crane Carrier Chassis/Flat 14000 Body	Owned	White	White	102	3	288	Semi-Automated	18 cu yd	18 cu yd	1	18 cu yd	230	120	96	No
9 2 Rate RL (118" Wheel Base)	Rear Loader	MSW, R, O	New	Crane Carrier Chassis/Flat 14000 Body	Owned	White	White	102	2	288	Semi-Automated	18 cu yd	18 cu yd	1	18 cu yd	230	120	96	No
10 1 Rate SRL (Cannon Organics)	Side Loader	O	New	Autocar AC3 84 Chassis/Bridgeport Side Loader Body	Owned	White	White	102	3	425	Semi-Automated	30 cu yd	30 cu yd	1	30 cu yd	284	103	96	No
11 1 Rate Roll Off	Roll-off	MSW, R, O	New	Autocar AC3 84 Chassis/Non-roll Waste Equipment 27' Body	Owned	White	White	102	3	384	Semi-Automated	50 cu yd	50 cu yd	N/A	N/A	290	58	96	No
12 4 Rate Roll Off	Roll-off	MSW, R, O	New	Autocar AC3 84 Chassis/Non-roll Waste Equipment 27' Body	Owned	White	White	102	4	384	Semi-Automated	50 cu yd	50 cu yd	N/A	N/A	290	58	96	No
13 Cart Delivery Trucks	Flat Bed	MSW, R, BC Container delivery	New	Freightliner M2-106 229 w/ H&B Uniflex Boom	Owned	White	White	94	2	399	Manual	8000 lbs	8000 lbs	1	8000 lbs	288	50	96	No
14 Container Delivery Trucks	Flat Bed	MSW, R, BC Container delivery	New	Freightliner M2-106 249 w/ Liftgate	Owned	White	White	94	2	399	Manual	8000 lbs	8000 lbs	1	8000 lbs	288	50	96	No
15 Box Trucks (Lance Bulky)	Box Van truck	MSW, R, BC Container delivery	New	Freightliner M2-106 249 Box Van w/ Liftgate	Owned	White	White	94	2	399	Manual	8000 lbs	8000 lbs	1	8000 lbs	288	50	96	No
16 Sheep Truck GMC 3500	Sheep Truck	N/A	New	GMC 3500 HD 1-ton w/ Utility Body, Lift Gate & Compressor	Owned	White	White	76	2	265	N/A	11400 lbs	7620 lbs	N/A	N/A	132	44	96	N/A
17 Sheep Truck GMC 4500	Sheep Truck	N/A	New	GMC 4500 HD 1-ton w/ Utility Body, Lift Gate & Compressor	Owned	White	White	76	2	265	N/A	11400 lbs	7620 lbs	N/A	N/A	132	44	96	N/A
18 GMC Hwy 1/2 Ton Pick Up's	Pick-up	N/A	New	GMC 1500	Owned	White	White	74	2	229	N/A	7100 lbs	1875 lbs	N/A	N/A	96	50	62.5	Yes

Attachment P
Vehicle Specifications

Specifications are for vehicles to be purchased pursuant to Section 8.04 of Agreement.

(Note: The current Attachment P will be removed in its entirety and replaced with this new Attachment P.)

Vehicle Type	Weight		Fuel		Emissions Rating				Other Specifications		
	Gross Vehicle Weight (lbs)	Net weight (lbs)	Fuel Type	Fuel Usage (mpg)	CO	HC	NOx	Particulate Matter	Safety Features	Appl Component ID	City/On Board Computer System
1 4 Axis 400' Cab Vehicle	58000	38000	Diesel	4	0.05	0.01	0.19	0.00	Yes anti-lock, Traction Control, ABS, Side View and 31mm Disk Chassis	Included	Yes
2 4 Axis 400' Cab Vehicle	58000	39000	Diesel	4	0.05	0.01	0.19	0.00	Yes anti-lock, Traction Control, ABS, Side View and 31mm Disk Chassis	Included	Yes
3 4 Axis 400' Cab Vehicle	50000	34000	Diesel	4	0.05	0.01	0.19	0.00	Yes anti-lock, Traction Control, ABS, Side View and 31mm Disk Chassis	Included	Yes
4 4 Axis 400' Cab Vehicle	56000	35500	Diesel	4	0.05	0.01	0.19	0.00	Yes anti-lock, Traction Control, ABS, Side View and 31mm Disk Chassis	Included	Yes
5 4 Axis 400' Cab Vehicle	26000	17000	Diesel	4	0.05	0.01	0.19	0.00	Yes anti-lock, Traction Control, ABS, Side View and 31mm Disk Chassis	Included	Yes
6 4 Axis 700' Cab Vehicle	37500	28000	Diesel	4	0.05	0.01	0.19	0.00	Yes anti-lock, Traction Control, ABS, Side View and 31mm Disk Chassis	Included	Yes
7 4 Axis 800' Cab Vehicle	54000	38000	Diesel	4	0.05	0.01	0.19	0.00	Yes anti-lock, Traction Control, ABS, Side View and 31mm Disk Chassis	Included	Yes
8 3 Axis 800' Cab Vehicle	50000	25000	Diesel	4	0.05	0.01	0.19	0.00	Yes anti-lock, Traction Control, ABS, Side View and 31mm Disk Chassis	Included	Yes
9 2 Axis 800' Cab Vehicle	30000	20000	Diesel	4	0.05	0.01	0.19	0.00	Yes anti-lock, Traction Control, ABS, Side View and 31mm Disk Chassis	Included	Yes
10 3 Axis 500' Cab Vehicle	51500	31000	Diesel	4	0.05	0.01	0.19	0.00	Yes anti-lock, Traction Control, ABS, Side View and 31mm Disk Chassis	Included	Yes
11 3 Axis 600' Cab Vehicle	55500	38000	Diesel	4	0.05	0.01	0.19	0.00	Yes anti-lock, Traction Control, ABS, Side View and 31mm Disk Chassis	Included	Yes
12 4 Axis 600' Cab Vehicle	61500	38000	Diesel	4	0.05	0.01	0.19	0.00	Yes anti-lock, Traction Control, ABS, Side View and 31mm Disk Chassis	Included	Yes
13 4 Axis 600' Cab Vehicle	48000	28000	Diesel	4	0.05	0.01	0.19	0.00	Yes anti-lock, Traction Control, ABS, Side View and 31mm Disk Chassis	Included	Yes
14 4 Axis 600' Cab Vehicle	28000	20000	Diesel	4	0.05	0.01	0.19	0.00	Yes anti-lock, Traction Control, ABS, Side View and 31mm Disk Chassis	Included	Yes
15 4 Axis 600' Cab Vehicle	28000	20000	Diesel	4	0.05	0.01	0.19	0.00	Yes anti-lock, Traction Control, ABS, Side View and 31mm Disk Chassis	Included	Yes
16 4 Axis 600' Cab Vehicle	11400	5210	Diesel	18	N/A	N/A	N/A	N/A	Yes anti-lock, Traction Control, ABS, Side View and 31mm Disk Chassis	Included	Yes
17 4 Axis 600' Cab Vehicle	11400	5210	Diesel	18	N/A	N/A	N/A	N/A	Yes anti-lock, Traction Control, ABS, Side View and 31mm Disk Chassis	Included	Yes
18 4 Axis 600' Cab Vehicle	11400	5210	Diesel	18	N/A	N/A	N/A	N/A	Yes anti-lock, Traction Control, ABS, Side View and 31mm Disk Chassis	Included	Yes

ATTACHMENT Q ADDITIONAL SERVICES

For Rate Years Eleven (2021) through the remaining Rate Years in the Term, the Charges for additional services specified in Attachment Q shall be adjusted annually in accordance with Attachment K.

The Charges for additional services for Rate Year Ten (2020) shall be the Charges for Rate Year Ten (2020) as determined under the 2009 Franchise Agreement. These are the Charges that will be adjusted as provided in Attachment K of this Agreement to determine the Charges for Rate Year Eleven (2021). For this reason, the dollar values of the Charges are listed herein as ¥"\$[TBD]" where TBD is an abbreviation for "to be determined".

Two additional services are included in this Attachment Q there were not in Attachment Q of the 2009 Franchise Agreement. The two new services are Container Relocation Service and Agency-Specific Reporting for Abandoned Waste Collections. Charges for these services are presented in the table below.

¥ Service Charges noted below are for Rate Year 2018.

	Service	Reference	Agency-Approved Charge	Description
Additional Services for Customer				
1	Single-Family Dwelling Backyard Collection Service	Section 5.02.A	See Charges in the table at the end of this Attachment	See Charges in the table at the end of this Attachment
2	Long Distance Service for MFD, Mixed Use, and Commercial Accounts (Note: only applicable to Containers with wheels)	Sections 5.02.B, 5.02.C; and 8.02.B	<p>A – 10% of base monthly Rate of the Collection Rate for each Container requiring Long Distance Service</p> <p>B – 25% of base monthly Rate of the Collection Rate for each Container requiring Long Distance Service.</p>	<p>A – Distance greater than 50 feet and less than or equal to 100 feet</p> <p>B – Distance greater than 100 feet</p> <p>Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.</p>

ATTACHMENT Q ADDITIONAL SERVICES

	Service	Reference	Agency-Approved Charge	Description
3	Container Relocation Service	Sections 5.02B and 8.02B	A – 12% of base monthly Rate of the Collection Rate for each Container requiring Container Relocation Service B – 27% of base monthly Rate of the Collection Rate for each Container requiring Container Relocation Service	A – Distance greater than 50 feet and less than or equal to 100 feet B – Distance greater than 100 feet Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.
4	Extra Pick-up for SFD, MFD, Mixed Use, and Commercial Customers	Sections 5.02.A, 5.02.B, and 5.02.C 6.03.A	25% of the base monthly Rate for the size of Container Collected once per week	Per Collection event per Container for Collection requested by Customer
5	Return Trip (SFD, MFD, Mixed Use, or Commercial)	Sections 8.02.F	\$16.79 for SFD, Commercial, Mixed Use, and MFD	Per Collection event (i.e., request to return and provide Collection service after the Customer failed to properly set out their Container(s) for regularly scheduled Collection)
6	Additional Targeted Recyclable Materials or Organic Materials Cart Service for SFD	Sections 5.03.A, and 5.04.A	\$3.44	Per Cart per month (any Cart size). Six month minimum charge required. Includes one-time Cart delivery upon start of service and removal of Cart when service is discontinued by Customer.
7	Additional On-Call Bulky Item Collection	Sections 5.05, 5.06	\$91.28	Per Bulky Item Collection event (in addition to the events provided at no charge to Customer pursuant to Section 5.05 and 5.06)
8	Collect Contaminated Targeted Recyclable Materials or Organic Materials Container	Section 6.03.A, B, C and 8.02.F	25% of the base monthly Solid Waste Rate for the size of Container Collected once per week Plus \$16.79 Return Trip Fee if applicable	Per Collection event for Container with Contamination Level greater than the maximum level pursuant to Table 1 in Section 6.02.B includes contaminated trash, hazardous waste, loaded weight exceeds limit, etc.

ATTACHMENT Q ADDITIONAL SERVICES

	Service	Reference	Agency-Approved Charge	Description
9	Lock Service (Key Service)	Section 8.02.B	A – \$9.51 per usage B – \$10.63 per usage	Monthly cost: A – Residential Customers B – Commercial Customers
10	Lock Purchase	Section 8.02.B	\$19.02 per lock	Per lock
11	Overage Service	Section 8.02.G	100% of the base monthly Solid Waste Collection Rate	Per Collection event (after the first two events)
12	Overage Bags Cost	Section 8.02.G	50% of the base monthly Solid Waste Collection Rate	Per bag
13	Commercial Container Cleaning Service	Section 8.05.D	A – \$55.97 B – \$95.14	A – per Cart B – per Bin or Drop-Box Charge only applies to Commercial cleaning or Container exchange, in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D
14	SFD Dirty Cart Replacement (Exchange) Service	Section 8.05.D	A – \$83.95 B – \$95.14	A – per 64 gallon Cart B – per 96 gallon Cart Charge only applies to cart cleaning or cart Container exchange
Additional Services for Agency				
15	Additional Confidential Document Destruction Service Event	Section 5.07	\$1,343.13	Per event

ATTACHMENT Q ADDITIONAL SERVICES

	Service	Reference	Agency-Approved Charge	Description
16	Additional Compost Material Delivery	Section 5.11	A – \$139.91 per delivery B – \$279.82 per delivery	A – "one-way" only delivery by Contractor where Contractor delivers to and unloads compost at an Agency-approved location B – "Round-trip" delivery by Contractor where Contractor delivers compost in a Drop Box to an Agency-approved location and returns at a later time or date to pick up the Drop Box and any remaining compost (charge includes the delivery of and later pick-up of the Drop Box)
17	Community Drop-Off Events	Section 5.13	\$19,027.67 per event or day	Per event or day targeting 5,000 households. Does not include disposal or public education expenses.
18	Collection for Agency-Sponsored and Non-Agency sponsored Community Events	Section 5.08	A – \$3,357.82 B – \$5,596.37 C – \$8,394.56	A – One day event with a projected 2,500 or fewer attendees B – One (1) or two (2) day events with a projected 2,501 to 7,500 attendees per day C – One (1) or two (2) day events with a projected 7,501 to 10,000 attendees per day

ATTACHMENT Q ADDITIONAL SERVICES

Backyard Collection Service Charge for Single-Family Dwellings* (Section 5.02.A)				
Distance from Curb**	Backyard Charge for Customers with One (1) Solid Waste Cart	Backyard Charge for Customers with Two (2) Solid Waste Carts	Backyard Charge for Customers with Three (3) Solid Waste Carts	Backyard Charge for Customers with Four (4) Solid Waste Carts
Distance <= 50 feet	\$20.15	\$32.15	\$64.29	\$96.44
50 < Distance <= 100 feet	\$23.50	\$35.50	\$67.65	\$99.80
100 < Distance <= 150 feet	\$26.86	\$38.87	\$71.01	\$103.16
150 < Distance <= 200 feet	\$30.22	\$42.22	\$74.37	\$106.51
200 < Distance <= 250 feet	\$33.58	\$45.58	\$77.72	\$109.87
250 < Distance <= 300 feet	\$36.93	\$48.93	\$81.08	\$113.22
300 < Distance <= 350 feet	\$40.29	\$52.29	\$84.44	\$116.58
Each additional 50 foot increment over 350 feet	Amount equals the difference between the Charge for 250 to 300 feet and 300 to 350 feet			

* Backyard Collection Service Charges are charges added to the base monthly Rate for Single-Family Collection service, and cover the provision of Backyard Collection Service for all of Customer's Solid Waste, Recyclable Materials, and Organic Materials Carts.

** Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Cart, if there is no curb.

Attachment R Secretary's Certificate

{Note: This is a new Attachment to the Model Agreement.}

The undersigned, being the Secretary of **Recology San Mateo County**, a California corporation (the "Contractor"), does hereby certify that the following resolution was adopted by the Board of Directors of the Contractor and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

"RESOLVED, that any officer of the Contractor or Mario Puccinelli be, and hereby is, authorized to execute by and on behalf of the Company, the Amended and Restated Franchise Agreement between the {Member Agency} and Contractor for Recyclable Materials, Organic Materials, and Solid Waste Collection Services, and any and all other agreements, instruments, documents or papers, as he/she may deem appropriate or necessary, pertaining to or relating to such Agreement, and that any such action taken to date is hereby ratified and approved."

Date

Signature

Cary Chen
Secretary

Attachment S
(Note: This is a new Attachment to the Model Agreement.)

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding by and between Recology San Mateo County (Recology) and the South Bayside Waste Management Authority, a California JPA (SBWMA).

A. Recology is the Franchisee for each of the twelve (12) JPA Member Agencies of the SBWMA for the collection of solid waste and recyclables pursuant to Franchise Agreements (the Franchise Agreements) entered into with each respective Member Agency.

B. Article 11 of the Franchise Agreements all provide that the SBWMA shall annually review the Recology Application for an Adjustment to Contractor's Compensation and provide a report to the SBWMA Board of Directors for consideration of a binding vote to approve the recommended Recology compensation for the subsequent rate year.

C. Article 11 of the Franchise Agreements also provides for an Annual Revenue Reconciliation that reconciles the amount owed to Recology compared to the amount retained by Recology for the prior year which generates a surplus or shortfall by agency. It also calculates interest owed to Recology for a shortfall.

D. In 2012 and 2013, the SBWMA Board approved Recology compensation for rate years 2013 and 2014, respectively, that included a reconciliation of:

1. Any surplus paid to Recology and any shortfall owed to Recology by a Member Agency for 2011 and 2012 were included in setting Recology's total compensation for 2013 and 2014, respectively.

2. Recology submitted to the SBWMA an interest calculation for both years which was charged to Member Agencies on any shortfall and credited interest to Member Agencies on any surplus. The SBWMA reports to the Board included this interest charge or credit by Member Agency in both years.

E. Recology and the SBWMA Board have reviewed their prior understanding regarding the payment of interest and reviewed the language and intent of the Franchise Agreements. Commencing with the Recology Application, due in June 2014, for an Adjustment to Contractor's Compensation for 2015, they desire to clarify the process to calculate interest and conform to the intent of the Agreements as follows:

Attachment S

(Note: This is a new Attachment to the Model Agreement.)

1. Any Member Agency that has generated a surplus balance with Recology for 2013 can receive a refund from Recology provided it requests the refund in writing on or before July 31, 2014, provided the surplus balance was generated due to the Member Agency setting rates higher than those recommended by the SBWMA. If it does not request a refund by July 31, 2014, any such surplus will be accounted for in the Recology Application for an Adjustment in Contactor's Compensation for 2015 and applied to the rate setting recommended for 2015.

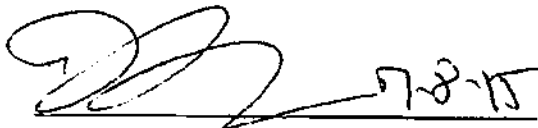
2. Any Member Agency that generated a shortfall balance with Recology for 2013 will have the shortfall accounted for in the 2013 Revenue Reconciliation and recommended 2015 rates. However, if the shortfall was the result of the Member Agency setting rates lower in 2013 than had been recommended in the SBWMA Report approved by the SBWMA Board, it shall be charged the prevailing interest rate (prime plus 1%) on the shortfall balance delineated in the 2013 Revenue Reconciliation.

3. No interest will be credited to a Member Agency on any surplus balance for 2013 and in all future years. Member Agencies may request by July 31 of each year and Recology will comply with the request for a refund in a reasonable time frame. Any surplus not requested to be refunded will be credited in the next Revenue Reconciliation and applied to the next Recology Application for an Adjustment to Contractor's Compensation.

4. Recology shall not receive any interest on shortfalls in 2014 and in future years unless the Member Agency adjusts its rates below the rate adjustment recommended in the SBWMA Report and approved by the SBWMA Board.

5. Recology shall not receive any interest on shortfalls in 2014 and in future years if the Member Agency notifies Recology of their intent to pay the shortfall balance by July 31 and makes the payment to Recology by September 30.

SBWMA

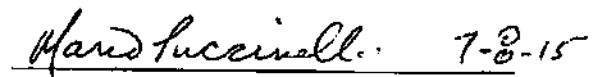


Kevin McCarthy

Date

Executive Director

RECOLOGY



Mario Puccinelli

Date

General Manager