

**2021 AMENDED and RESTATED
RESIDENTIAL SOLID WASTE AND
RECYCLING COLLECTION SERVICES
CONTRACT**

**Executed Between
City of Citrus Heights**

And

Allied Waste Services of North America, LLC

October 28, 2021

City of Citrus Heights Collection Services Contract

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CITY OF CITRUS HEIGHTS

This Amended and Restated Contract made and entered into this 28th day of October, 2021, by and between the City of Citrus Heights, a municipal corporation of the State of California, hereinafter referred to as "CITY" and Allied Waste Services of North America LLC a Delaware corporation, hereinafter referred to as "CONTRACTOR".

Now, therefore, in consideration of the mutual covenants, Contracts and consideration contained herein, CITY and CONTRACTOR hereby agree as hereinafter set forth:

ARTICLE 1. Definitions

For the purpose of this Collection Services Contract, hereinafter referred to as "Contract", the definitions contained in this Article shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Article, the definition of such word or phrase as contained in the appropriate chapter of the Citrus Heights Municipal Code shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

1.01 Applicable Law. All Federal, State, County, and local laws, regulations, rules, orders, judgments, decrees, rulings, permits, approvals, or other requirement of any governmental entity or regulatory or quasi-regulatory authority having jurisdiction over an aspect of the Collection services, including judicial interpretations thereof, that are in force on the Effective Date including without limitation the Act and all regulations of CalRecycle, and as may be enacted, issued or amended thereafter, until termination or expiration of this Contract.

1.02 Approved Sharps Container. A receptacle that is approved by the CITY, for the Collection of Sharps.

1.03 Bin. A metal or plastic container, with a capacity of one (1) cubic yard up to and including eight (8) cubic yards, designed or intended to be mechanically dumped into a loader packer type truck, that is approved for Collection Services by City. Bins may also include compactors that are owned by City Service Units by which the City Collection Service occurs.

1.04 Biohazardous or Biomedical Waste. Any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included are wastes

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resulting from the operation of medical clinics, hospitals, and other facilities processing wastes which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves.

1.05 Blue Container. A Container colored as follows: (a) a lid shall be blue, or (b) the body shall be blue and the lid shall be blue. Hardware such as hinges and wheels may be any color.

1.06 Brown Goods. Electronic equipment such as stereos, televisions, computers, monitors, VCR's and other similar items.

1.07 CalRecycle. The State of California Department of Resources Recycling and Recovery.

1.08 Cart. A heavy plastic receptacle with an approximate capacity of at least thirty-two (32) and not more than one-hundred (100) gallons, having a hinged tight-fitting lid and wheels, that is approved by the Contract Administrator for use by Service Recipients for Collection Services under this Contract.

1.09 CITY. The City of Citrus Heights, California.

1.10 CERCLA. The Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9600 *et. seq.*)

1.11 Change In Law. Change in Law means any of the following events or conditions which has a material and adverse effects on the performance by the parties of their respective obligations under this Agreement (except for payment obligations), or on the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, management operation or maintenance of the operating assets or providing the franchise service or other matters to which Applicable Law applies:

A. the enactment, adoption, promulgation, issuance, modification, or written change of or in Applicable Law, including but not limited to new or increased fees and charges imposed by the State of California, U.S. Federal government, City of Citrus Heights, or Sacramento County, directly related to the collection, handling, processing, recycling or disposal of Solid Waste, or the enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation on or after Effective Date of any Applicable Law. Change in Law explicitly precludes any changes laws or regulations promulgated by any government agency or regulatory body outside of the United States' jurisdiction;

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B. the order or judgment of any U.S. Federal Governmental Body, California State Government Body, City Government Body, or Sacramento County Government Body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the City or of the Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

C. the denial of an application for, delay in the review, issuance or renewal of, suspension, termination, interruption or imposition of a new or more stringent condition in connection with the issuance, renewal or failure of issuance or renewal on or after the Effective Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption, imposition or failure materially and adversely interferes with the performance of this Agreement, of and to the extent that such denial, delay, suspension, termination, interruption, imposition or failure is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the City or of the Contractor, whichever is asserting the occurrence of a Change of Law; provided, however, that the contesting in good faith or failure in good faith to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

1.12 City Collection Service. City Garbage Collection Service, City Recycling Collection Service, Organic Recyclable Material Collection Service, City Container Service, City Event Service, and Large Item Collection Service.

1.13 City Container Service. The Collection of Garbage and Recyclables from public containers distributed and maintained by the CITY and the transport and delivery of the Collected materials to the appropriate facility.

1.14 City Event Service. The Collection of Garbage, Organic Recyclable Materials, and Recyclables, and the provision of other services as set forth in this Contract, at CITY-sponsored and non-profit events.

1.15 City Service Unit. Those CITY properties as set forth in Exhibit 3, "City Service Units", which is attached to and included in this Contract.

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1.16 City Recycling Collection Service. The Collection of Recyclable Materials, by the CONTRACTOR, including dry cell household batteries when set out in the place and manner agreed to between the CITY and the CONTRACTOR, from City Service Units in the Service Area and the delivery of those Recyclable Materials to a Materials Recovery Facility.

1.17 City Garbage. Garbage resulting from the normal activities of a City Service Unit. City Garbage must be generated by and at the City Service Unit wherein the City Garbage is Collected and does not include items defined herein as Exempt Waste.

1.18 City Garbage Collection Service. The Collection of City Garbage by the CONTRACTOR, from City Service Units in the Service Area, and the delivery of that City Garbage to a Disposal Facility.

1.19 City Waste. City Garbage, Organic Recyclable Material, Recyclables, and Large Items resulting from the normal activities of a City Service Unit. City Waste must be generated by and at the City Service Unit wherein the City Waste is Collected and does not include items defined herein as Exempt Waste.

1.20 Collection. The process whereby Residential Waste, City Waste, Recyclable Materials and other materials are removed and transported to a Disposal Facility, Organic Recyclable Material Processing Facility, Materials Recovery Facility or other facility as appropriate.

1.21 Collection Services. Residential Collection Service, City Collection Service, Debris Collection Service and Special Clean-Up Service.

1.22 Construction and Demolition Debris. Used or discarded materials resulting from construction, remodeling, repair or demolition operations on any pavement, house, commercial building or other structure and such other materials as may be removed during the normal cleanup process of such construction, remodeling, repair, or demolition operations.

1.23 Container. Any Cart or Bin.

1.24 Contract. The written document and all amendments thereto, between the CITY and the CONTRACTOR, governing the provision of Collection Services as provided herein.

1.25 Contract Administrator. That person, or their designee, designated by the CITY to administer and monitor the provisions of this Contract.

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1.26 Contract Year. Each twelve (12) month period from January 1st to December 31st, beginning January 1, 2011.

1.27 CONTRACTOR. That person or entity that has obtained from the CITY a Contract to provide Collection Services as set forth herein.

1.28 County. Sacramento County, California.

1.29 Debris Collection Service. The Collection and appropriate disposal or processing of abandoned or discarded Large Items and other materials by the CONTRACTOR within the Service Area.

1.30 Disposal Facility. The facility designated by CONTRACTOR for the disposal of Garbage and other Residuals as appropriate and acceptable, which has obtained, and maintains during the term of this Contract, valid permit(s) to accept, process or dispose of Solid Waste and such other materials as may be delivered by CONTRACTOR under the terms of this Contract.

1.31 Dwelling Unit. An individual living unit in a dwelling unit as defined in Government Code section 66411.7(j)(2), single family house, apartment, condominium, townhouse, mobile home, duplex (two units), triplex (three units), fourplex (four units) or building of four (4) or less total individual living units intended for, or capable of being utilized for, residential living other than a Hotel or Motel.

1.32 Exempt Waste. Biohazardous or Biomedical Waste, Hazardous Waste, Sludge, Stable Matter, Green Material or lumber that is more than five (5) feet in length in its longest dimension or two (2) feet in diameter, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, and those wastes under the control of the Nuclear Regulatory Commission. Exempt Waste does not include Used Oil, Used Oil Filters, dry cell household batteries or Sharps when placed for Collection as set forth in this Contract or as otherwise directed by the CITY.

1.33 Food Material. "Food material" means food scraps and trimmings and other putrescible waste that results from food production, preparation, storage, consumption, or handling. Food material includes, but is not limited to, meat, fish and dairy waste, fruit and vegetable waste, grain waste, and compostable food soiled paper products.

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1.34 Food Material Collection Service. The collection, transportation, processing, and marketing of Food Material, and the Disposal of all Residuals.

1.35 Garbage. All putrescible and non-putrescible solid, semi-solid, and associated liquid waste, as defined in California Public Resources Code section 40191, attributed to normal activities of a Service Unit. Garbage must be generated by and at the Service Unit wherein the Garbage is Collected. Garbage does not include those items defined herein as Exempt Waste.

1.36 Gray Container. A Container colored as follows: (a) the lid shall be gray or black, or (b) the body shall be gray or black and the lid shall be gray or black. Hardware such as hinges and wheels may be any color.

1.37 Green Container. A Container colored as follows: (a) the lid shall be green, or (b) the body shall be green and the lid shall be green. Hardware such as hinges and wheels may be any color.

1.38 Green Material. Any "Green Material" as defined in California Code of Regulations, Title 14, Chapter 3.1, Article 1, Section 17852 (21). Green Material includes vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter or weighs no more than fifty (50) pounds. Green Material includes plant debris, such as Palm, Yucca and Cactus, grass clippings, leaves, pruning, weeds, branches, brush, Christmas trees, and other forms of organic waste and must be generated by and at the Residential or City Service Unit wherein the Green Material is Collected. Green Material does not include items herein defined as Exempt Waste.

1.39 Green Material Collection Service. The Collection of all Green Material from Residential and City Service Units in the Service Area and the delivery of that Green Material to an Organic Recyclable Material Processing Facility, or other properly permitted facility for use as Alternative Daily Cover (ADC).

1.40 Gross Revenues. All monetary amounts actually collected or received by Contractor for the provisions of Collection Services pursuant to this Contract. Gross Revenue shall include all receipts from Service Recipients including late charges, contamination charges, etc., including franchise fees. The term Gross Revenues, for purposes of calculating Franchise Fees does not include any revenues generated from Administration Fees, the sale of Recyclable Material, compost product or energy, grants, cash awards, State of California Department of Conservation payments or rebates resulting from the performance of this Agreement.

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1.41 Hauler Route. Means the designated weekly itinerary or sequence of stops scheduled to be performed by one collection vehicle providing regularly scheduled Garbage, Recyclable Material, or Organic Recyclable Material collection services (not on-call or Bulky Item/Abandoned Waste) within the Contractor's collection service area under the Contract

1.42 Hazardous Waste. Any material which is defined as a hazardous waste under California or United States law, or any regulations promulgated pursuant to such law, as such law or regulations may be amended from time to time except such materials as may be defined herein as Brown Goods.

1.43 High Diversion Organic Waste Processing Facility. A facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average mixed waste organic content recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025 as calculated pursuant to 14 CCR Section 19925.5(e) for organic waste received from the "Mixed Waste Organic Collection Stream" as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

1.44 Household Hazardous Waste or HHW. Any Hazardous Waste generated incidental to owning or maintaining a Residential Service Unit, excluding any Hazardous Waste generated in the course of operation of a business concern at a Residential Service Unit, in accordance with Section 25218.1 of the California Health and Safety Code.

1.45 Hotel or Motel. A structure or building unit(s) capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven (7) days or less. To meet this definition, the Hotel or Motel must be licensed to operate as such.

1.46 Kitchen Food Waste Pail. A receptacle with a rated capacity not exceeding two and one-half (2.5) gallons, made in a material approved by the City, having a hinged lid, suitable for use in a Residential Service Unit for temporary storage of Organic Recyclable Material that is approved for such purpose by the CITY.

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1.47 Large Green Material. Oversized Green Material such as tree trunks and branches with a diameter of not less than six (6) inches and not more than two (2) feet and a length of not more than five (5) feet in its longest dimension, which are attributed to the normal activities of a Residential Service Unit or City Service Unit. Large Green Material must be generated by and at the Residential Service Unit or City Service Unit wherein the Large Green Material is Collected.

1.48 Large Items. Those materials including, but not limited to, furniture, carpets, mattresses, White Goods, Brown Goods, clothing, tires, Large Green Material, or some combination of such items in a container the dimensions and weight of which container does not exceed four feet by four feet by two feet (4'x4'x2') and sixty (60) pounds, which are attributed to the normal activities of a Residential Service Unit or City Service Unit. Large Items must be generated by and at the Residential Service Unit or City Service Unit wherein the Large Items are Collected. Large Items do not include items herein defined as Exempt Waste.

1.49 Large Item Collection Service. The periodic Collection of Large Items, by the CONTRACTOR, from Residential Service Units or City Service Units in the Service Area, and the delivery of those Large Items to a Disposal Facility, Materials Recovery Facility or such other facility as may be appropriate under the terms of this Contract. Large Item Collection Service does not include the Collection of Large Items through the use of Roll-Off Containers.

1.50 Materials Recovery Facility (MRF). Any facility, designated by the CONTRACTOR, which is designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclable Materials for sale or recycling, and which has obtained, and maintains during the term of this Contract, valid permit(s) to accept, process or store Recyclable Materials and such other materials as may be delivered by CONTRACTOR under the terms of this Contract.

1.51 Non-Collection Notice. A form developed and used by the CONTRACTOR, as approved by the CITY, to notify Service Recipients of the reason for non-collection of materials set out by the Service Recipient for Collection by CONTRACTOR pursuant to this Contract.

1.52 Organic Recyclable Material or "Organics". Organics means waste comprised of material originated from living organisms and their metabolic waste products, including Food Material, Green Material, landscape and pruning waste, clean unpainted/untreated wood (with no nails, wire, etc.), paper products, and printing and writing paper, but excluding textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, Construction & Demolition Debris, and

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Hazardous Waste. No material shall be considered Organic Recyclable Materials unless it has been segregated by the Service Recipient for separate Organic Recyclable Material collection.

1.53 Organic Recyclable Material Collection Service. The Collection of all Organic Recyclable Material from Residential and City Service Units in the Service Area and the delivery of that Organic Recyclable Material to an Organic Recyclable Material Processing Facility.

1.54 Organic Recyclable Material Processing Facility. Any facility, designated by Contractor, which is designed, operated and legally permitted for the purpose of receiving and processing Organic Recyclable Material and Large Green Material which has obtained, and maintains during the term of this Contract, valid permit(s) to accept and process of Organic Recyclable Material, Large Green Material and such other materials as may be delivered by CONTRACTOR under the terms of this Contract.

1.55 Prohibited Container Contaminants.

1.55.1 Non-Organic Recyclable Material placed in the Green Container, including but not limited to, textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, Construction and Demolition Debris, and Hazardous Waste.

1.55.2 Material placed in the Gray Container that is specifically identified under the Contract for collection in the Green Container or Blue Container;

1.55.3 Non-Recyclable Material placed in the Blue Container. Paper products and printing and writing paper may be considered acceptable and not considered Prohibited Container Contaminants if they are placed in the Blue Container.

1.56 Rebuilt Vehicle. For purposes of this Contract, "rebuilt" means, at a minimum, replacement of worn parts and reconditioning or replacement of hydraulic systems, transmissions, differentials, electrical systems, engines, and brake systems. In addition, the Rebuilt Vehicle must be repainted and its tires must have at least eighty-five percent (85%) of tread remaining.

1.57 Recyclable Materials or Recyclables. Those materials which are capable of being recycled and which would otherwise be processed or disposed of

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as Garbage. These materials will be as defined by the CITY from time to time. Recyclable Materials currently being Collected include: newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and paper, paperboard, paper egg cartons, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel including "tin" cans and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; mixed plastics such as plastic bags, plastic film, plastic containers (1-7), and bottles including containers made of HDPE, LDPE, PET, or PVC; aseptic containers; polystyrene; and dry cell household batteries when set out for Collection in the manner prescribed herein; and those materials added by the CONTRACTOR or CITY from time to time.

1.58 Residential Collection Service. Residential Garbage Collection Service, Residential Recycling Collection Service, Organic Recyclable Material Collection Service, Large Item Collection Service, Sharps Collection Service, and Residential Used Oil Collection Service.

1.59 Residential Recycling Collection Service. The Collection of Recyclable Materials, including dry cell household batteries when set out by the resident in heavy duty plastic bags and placed on the Blue Container, by the CONTRACTOR from Residential Service Units in the Service Area and the delivery of those Recyclable Materials to a Materials Recovery Facility.

1.60 Residential Service Unit. Any Dwelling Unit in the Service Area utilizing a Gray Container, or any combination of Dwelling Units sharing Gray Containers, for the accumulation and set out of Residential Garbage.

1.61 Residential Garbage. Garbage resulting from the normal activities of a Residential Service Unit. Garbage must be generated by and at the Residential Service Unit wherein the Garbage is Collected and does not include items defined herein as Exempt Waste.

1.62 Residential Garbage Collection Service. The Collection of Residential Garbage, by the CONTRACTOR, from Residential Service Units in the Service Area and the delivery of that Residential Garbage to a Disposal Facility.

1.63 Residential Used Oil Collection Service. The Collection of Used Oil in Used Oil Containers and Used Oil Filters in Used Oil Filter Containers, by the CONTRACTOR, from all Residential Service Units in the Service Area utilizing Used

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Oil and Filter Containers for the accumulation and set-out of Used Oil and Used Oil Filters and the appropriate disposition of the Used Oil and Used Oil Filters in accordance with the requirements of this Contract.

1.64 Residential Waste. Residential Garbage, Organic Recyclable Material, Recyclables, Large Items, Used Oil, and Used Oil Filters resulting from the normal activities of a Residential Service Unit. Residential Waste must be generated by and at the Residential Service Unit wherein the Residential Waste is Collected and does not include items defined herein as Exempt Waste.

1.65 Residual or Residuals. Residual or Residuals means waste material remaining after the processing of Organic Recyclable Material or Recyclable Material at any facility designed, operated, and legally permitted for the purpose of receiving and processing Organic Recyclable Material or Recyclable Material that is sent to a Disposal Facility for disposal.

1.66 Roll-Off Collection Service. The Collection of Roll-Off Containers containing Construction and Demolition Debris.

1.67 Roll-Off Container. A metal container with a capacity of twenty (20) or more cubic yards that is normally loaded onto a motor vehicle and transported to an appropriate facility.

1.68 Route Review. A visual inspection of contents within Containers along a Hauler Route, which may include mechanical inspection methods such as use of cameras, for the purpose of identifying Prohibited Container Contaminants.

1.69 SB 1383. Chapter 13.1 (commencing with Section 42652) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle, together with Sections 39730.5 through 39730.8 of the California Health and Safety Code, as they may be amended.

1.70 Service Area. The area within the corporate limits of the City of Citrus Heights.

1.71 Service Unit. City Service Units and Residential Service Units.

1.72 Service Recipient. An individual receiving Collection Services.

1.73 Sharps. Hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of

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medications. Sharps must be generated by the resident and at the Residential Service Unit wherein the Sharps are Collected.

1.74 Sharps Collection Service. The on-call Collection of Sharps from Residential Service Units, when such Sharps are generated by the resident at such Residential Service Unit and the appropriate disposal of the Sharps.

1.75 Sludge. The accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal objects or any other such waste having similar characteristics or effects.

1.76 Solid Waste. The materials described in Public Resources Code section 40191, including Garbage, Recyclable Materials, Organic Recyclable Materials, Construction and Demolition Debris, and Large Items set out for separate collection for the purposes of recycling and that are not landfilled.

1.77 Special Clean-Up Service. The periodic Collection of Large Items and other materials, excluding Exempt Waste, using Roll-Off Containers by the CONTRACTOR resulting from CITY sponsored special clean-up program events. Such Collection by the CONTRACTOR shall be limited to the equivalent of six hundred (600) cubic yards in any Contract Year.

1.78 Stable Matter. Manure and other waste matter normally accumulated in stables or in livestock or poultry enclosures.

1.79 Used Oil. Any oil that has been refined from crude oil or has been synthetically produced, and is no longer useful to the Service Recipient because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil must be generated by and at the Residential Service Unit wherein the Used Oil is Collected. Used Oil does not include transmission fluid.

1.80 Used Oil Container. A plain co-poly container provided by the CONTRACTOR for the accumulation of Used Oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a Used Oil Container.

1.81 Used Oil Filter. Any oil filter that is no longer useful to the Service Recipient because of extended storage, spillage or contamination with non-

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hazardous impurities such as dirt or water, or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil Filters must be generated by and at the Residential Service Unit wherein the Used Oil Filter is Collected.

1.82 Used Oil Filter Container. A six (6) mil poly bag with double track seal with dimensions of at least fourteen and one-half (14.5) inches by eight (8) inches with a one and one-quarter (1 ¼) inch diameter hole above the seal, provided by the CONTRACTOR for the accumulation of Used Oil Filters that has a label designating it for use as a Used Oil Filter Container.

1.83 White Goods. Inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar household appliances.

1.84 Work Day. Any day, Monday through Friday that is not a holiday as set forth in Section 3.07 of this Contract.

ARTICLE 2. Term of Contract

2.01 Term. The term of this Contract shall terminate at 11:59 p.m. on December 31, 2027. **CONTRACTOR shall commence performance of weekly Food Waste Collection Services to all Service Units pursuant to this Contract no later than Monday, July 4, 2022.**

2.02 Other Provisions. The CITY may, near the end of the Contract term, either renegotiate the terms and conditions of the Contract with the current CONTRACTOR or request proposals from qualified contractors to provide Collection Services. City may initiate a billing audit and performance review to be conducted as described in Section 11.01. Regardless of the outcome of this billing audit and performance review, City will have no obligation to extend the term of the Contract.

ARTICLE 3. Services Provided by the Contractor

3.01 Grant of Exclusive Contract. Except as otherwise provided in this Contract, the CONTRACTOR is herein granted an exclusive Contract to provide Collection Services within the Service Area. No other solid waste or recycling services, including Roll-Off Collection Services, shall be exclusive to the CONTRACTOR.

3.02 Sale or Donation of Recyclable Materials by Service Recipients. Nothing in this Contract shall preclude a Service Recipient from transporting, selling or donating their Recyclable Materials to a private or public entity provided that such entity

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does not charge the Service Recipient a fee or service charge of any type related to the sale or donation of the Recyclable Material.

3.03 Responsibility For Service Billing and Collection. The CONTRACTOR shall be responsible for the billing and collection of payments for Collection Services within the Service Area.

3.04 CONTRACTOR'S Payments to CITY. CONTRACTOR shall make payment to the CITY of a franchise fee and administrative fee as specified in Sections 3.04.1 and 3.04.2. Payment to the CITY shall be due on the fifteenth (15th) day of the month following the month the Gross Revenues are collected. Each such payment shall be accompanied by an accounting, which sets forth CONTRACTOR'S Gross Revenues collected during the preceding month.

3.04.1 Franchise Fee. The franchise fee shall be a percentage of CONTRACTOR'S Gross Revenues collected each month under the terms of this Contract. Gross Revenue received by the CONTRACTOR from the sale of Recyclable Materials, and administrative fees collected by the CONTRACTOR shall not be considered as Gross Revenues for purposes of the calculation of franchise fees. The franchise fee percentage shall be seven percent (7%) through December 31, 2020, eight percent (8%) from January 1, 2021 through December 31, 2024; and ten percent (10%) from January 1, 2025 through December 31, 2027. No acceptance by CITY of any payment shall be construed as an accord that the amount is in-fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim CITY may have against CONTRACTOR for any additional sums payable under the provisions of this Contract. All amounts paid shall be subject to independent audit and recalculation by CITY. If, after the audit, such recalculation indicates an underpayment of more than five percent (5%) of the actual amount owed, CONTRACTOR shall pay to CITY the amount of the underpayment and shall reimburse CITY for all reasonable costs and expenses incurred in connection with the audit and recalculation, within ten (10) days of receipt of written notice from CITY that such is the case. If, after audit, such recalculation indicates an underpayment of five percent (5%) or less or an overpayment, CITY shall notify the Contractor in writing of the amount of the overpayment or underpayment, adjusted for all reasonable costs and expenses incurred in connection with the audit and recalculation. CONTRACTOR may adjust the amount of the next franchise payment due following receipt of such notice by the amount specified therein.

3.04.2 Administrative Fee. CONTRACTOR shall collect and pay City an administrative fee, which includes CITY's out-of-pocket costs incurred in connection to

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administering the residential solid waste collection and recycling program, including the HHW program. The Administrative Fee is as set forth in Exhibit 1. This amount will be adjusted annually starting January 1, 2023 and each January 1 thereafter. The Administrative Fee will be adjusted by the CPI amount as established in Section 4.02.

3.05 Service Standards. CONTRACTOR shall perform all Collection Services under this Contract in a thorough and professional manner. Collection Services described in this Contract shall be performed regardless of weather conditions or difficulty of Collection.

3.06 Labor and Equipment. CONTRACTOR shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of CONTRACTOR'S obligations under this Contract. CONTRACTOR shall at all times have sufficient backup equipment and labor to fulfill CONTRACTOR'S obligations under this Contract. No compensation for CONTRACTOR'S services or for CONTRACTOR'S supply of labor, equipment, tools, facilities or supervision shall be provided or paid to CONTRACTOR by CITY or by any Service Recipient except as expressly provided by this Contract.

3.07 Holiday Service. The CITY observes Thanksgiving Day, December 25th, and January 1st as legal holidays. CONTRACTOR shall not be required to provide Collection Services or maintain office hours on the designated holidays. In any week in which one of these holidays falls on a Work Day, Residential and City Collection Services, as appropriate, for the holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Friday Collection Services being performed on Saturday.

3.08 Inspections. The CITY shall have the right to inspect the CONTRACTOR'S facilities or Collection vehicles and their contents at any time while operating inside or outside the CITY.

3.09 Commingling of Materials.

3.09.1 Residential and City Waste and Recyclable Material. CONTRACTOR shall not at any time commingle Residential or City Waste Collected pursuant to this Contract, with any Recyclable Material separated for Collection pursuant to this Contract, without the express prior written authorization of the Contract Administrator.

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3.09.2 Residential and City Waste Collected in Citrus Heights. CONTRACTOR shall not at any time during collection and before transfer and/or delivery to the Material Recovery Facility and/or Disposal Facility commingle any Residential or City Waste, Collected pursuant to this Contract, with any other material Collected by CONTRACTOR inside or outside the City of Citrus Heights, without the express prior written authorization of the Contract Administrator.

3.09.3 Recyclable Materials. CONTRACTOR shall not at any time during collection and before transfer and/or delivery to the Material Recovery Facility, Disposal Facility, Organic Recyclable Material processing facility, Composting facility and/or other properly permitted and legally operated processing facility, commingle Recyclable Materials Collected pursuant to this Contract, with any other material Collected by CONTRACTOR inside or outside the City of Citrus Heights, without the express prior written authorization of the Contract Administrator.

3.10 Spillage and Litter. The CONTRACTOR shall not litter premises in the process of providing Collection Services or while its vehicles are on the road. The CONTRACTOR shall transport all materials Collected under the terms of this Contract in such a manner as to prevent the spilling or blowing of such materials from the CONTRACTOR'S vehicle. The CONTRACTOR shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of Solid Waste and shall immediately, at the time of occurrence, clean up such spilled or dropped Solid Waste.

3.10.1 The CONTRACTOR shall not be responsible for cleaning up unsanitary conditions caused by the carelessness of the Service Recipient; however, the CONTRACTOR shall clean up any materials or residue that are spilled or scattered by the CONTRACTOR or its employees.

3.10.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from the CONTRACTOR'S operations or equipment repair shall be covered immediately with an absorptive material and removed from the street surface. When necessary, CONTRACTOR shall apply a suitable cleaning agent to the street surface to provide adequate cleaning.

3.10.3 The above paragraphs notwithstanding, CONTRACTOR shall clean up any spillage or litter caused by CONTRACTOR within two (2) hours upon notice from the CITY.

3.10.4 To facilitate such cleanup, CONTRACTOR'S vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.

3.11 Ownership of Materials.

3.11.1 Title to Residential Waste, City Waste and Recyclable Materials shall pass to CONTRACTOR at such time as said materials are placed in the CONTRACTOR'S Collection vehicle.

3.11.2 Title to material Collected as part of Special Clean-up Service shall pass to CONTRACTOR at the time the material is placed in the Roll-Off Container or other Collection vehicle or container approved for use in the Special Clean-Up Service event.

3.11.3 Title to material Collected as part of Debris Collection Service shall pass to CONTRACTOR at such time as said materials are placed in the CONTRACTOR'S Collection vehicle.

3.12 New Programs Added in 2011.

3.12.1 Sharps Collection Service. CONTRACTOR shall make Sharps Collection Service available immediately upon execution of this Collection Service Contract. CONTRACTOR will begin public education and outreach to inform residents of this service starting February 1, 2011, and include public education and outreach on Sharps Collection Service in future Public Education and Outreach Programs throughout the term of the Collection Service Contract.

3.12.2 Dry Cell Battery Collection. CONTRACTOR shall collect dry cell household batteries as part of Residential Recycling Collection Service immediately upon execution of this Collection Service Contract. CONTRACTOR began public education and outreach to inform residents of this service change starting February 1, 2011, and continues to include public education and outreach on dry cell battery collection in future Public Education and Outreach Programs throughout the term of the Collection Service Contract.

3.12.3 Public Outreach and Education Services. CONTRACTOR shall make expanded public outreach and educational services, as set forth in Article 14.01 of this Contract available immediately upon execution of this Amended Collection

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Service Contract. CONTRACTOR will begin public education and outreach to inform residents of this.

3.12.4 Sacramento County HHW Facility Public Outreach and Education Services. CONTRACTOR will provide public education and outreach to inform residents of CITY's HHW service set forth in Article 8.10 of this Contract, and continue this public education and outreach throughout the term of the Agreement.

ARTICLE 4. Charges and Rates

4.01 Collection Services. The CONTRACTOR shall be responsible for the billing and collection of payments for all Collection Services. The Contractor shall charge Service Recipients service rates not to exceed the maximum amounts established in Exhibit 1, which is attached to and included in this Contract, and as may be adjusted under the terms of this Contract.

4.01.1 Partial Month Service. If, during a month, a Service Unit is added to or deleted from CONTRACTOR'S Service Area, the CONTRACTOR'S billing shall be pro-rated by dividing the appropriate monthly service rate by four (4) and multiplying the result by the number of actual weeks in the month that service was provided to the Service Unit.

4.01.2 Production of Invoices. The CONTRACTOR shall produce an invoice, in a form and format that is approved by the Contract Administrator, for services received under this Contract in advance but no less than four (4) times per year. The CONTRACTOR'S invoice shall be remitted to the Service Recipient no earlier than the twentieth (20th) day of the month preceding the period for which the service is being billed.

4.01.3 Delinquent Service Accounts. The CONTRACTOR may take such action as is legally available to collect or cause collection of past due amounts. However, in no event, except upon notice in writing by the Contract Administrator, shall the CONTRACTOR cease provision of Collection Services to any Service Unit due to non-payment. CITY will assist the CONTRACTOR in the recovery of delinquent payments by administering the lien process or by placing overdue amounts on the tax rolls.

4.02 Collection Service Rates. CONTRACTOR may adjust Collection Service rates annually during the term of this Contract in accordance with the annual average change in the Consumer Price Index-All for Urban Consumers (CPI-U), U.S. city average, Water and sewer and trash collection services (December 1997=100),

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compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics Series ID CUUR0000SEHG. The Collection Service Rates may be adjusted in accordance with the provisions of this Section. For the period January 1, 2022 through December 31, 2022, Collection Service Rates are firm and fixed as reflected in Exhibit 1, and no other adjustments shall be allowed. Therefore, the first rate adjustment effective January 1, 2023 will be based on the percentage changes between the 12-month average of the CPI index from October 2020 to September 2021 and the 12-month average of the CPI index from October 2021 to September 2022. CONTRACTOR may annually adjust the Collection Service rates for the remainder of the contract based on the CPI-U identified in this Section, provided that the adjustment shall not be greater than 3.5% or less than 1.75%. Any new government fees associated with out of County disposal shall not be passed through to CITY or residential customers. CONTRACTOR may pass through to residential customers any new fees that are industry-wide affecting both in-County and out-of-County disposal, or may otherwise address such fees as mutually agreed between CITY and CONTRACTOR in a meet and confer process. No other adjustments to the Collection Service Rates, including adjustments for governmental fees, administrative costs, add-on fees, or other fees of any type may be made under the terms of this Contract, unless such adjustment is proposed and requested by the CITY and considered a pass-through to the CONTRACTOR.

4.02.1 Information to Verify Adjustment to Collection Service Rates. On or before November 1, 2022, and annually thereafter on November 1 during the Term of this Contract, CONTRACTOR shall deliver to CITY the calculations and adjusted rates in Microsoft Excel format, or other electronic format acceptable to the CITY, for the specific services performed under this Contract for the preceding Agreement Year. Such rate adjustment information shall be in the format as may be mutually agreed on between the CITY and CONTRACTOR. CONTRACTOR's failure to provide the rate adjustment information shall not preclude the CITY from applying the adjustments from the prior year, or pro forma data if no prior year data is available if that application would result in a negative adjustment. If CONTRACTOR fails to submit the rate adjustment information required by November 1, the CITY at its sole and reasonable discretion, may consider a late request for the annual CPI rate adjustment provided that CONTRACTOR's late request does not delay the CITY's ability to approve Service Recipient rates to be billed by CONTRACTOR the subsequent January 1st.

4.02.2 CITY Approval of Collection Service Rates. On or before November 30, 2022, and annually thereafter during the term of this Contract, the

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Contract Administrator shall notify CONTRACTOR as to whether it has approved the requested adjustments to the Collection Service Rates to take place on the subsequent January 1st.

4.02.3 Financial Information. On or before and the 15th of every month during the term of the Contract, CONTRACTOR shall deliver to CITY financial information for the specific services performed under this Contract for the preceding month. Such financial information shall be in the format as the financial forms described in Exhibit 2, or as may be further revised by CITY from time to time.

ARTICLE 5. Diversion Requirements

5.01 Minimum Requirements. The CITY requires the CONTRACTOR to achieve a minimum annual diversion rate of forty percent (40%) for each Contract Year. The annual diversion rate will be calculated as *“the tons of materials Collected from the provision of Collection Services that are sold or delivered to a recycler or reuser, as required by this Contract, divided by the total tons of materials Collected in the Contract Year as appropriate.”*

5.02 Failure To Meet Minimum Requirements. CONTRACTOR’S failure to meet the minimum diversion requirements set forth above in Section 5.01 may result in the termination of this Contract or the imposition of administrative charges.

5.03 Warranties and Representations. CONTRACTOR warrants that it is aware of and familiar with City’s Residential Waste and City Waste, and that it has the ability to and will provide the programs and services as outlined in this Contract. These programs and services were specifically designed to assist the City meet or exceed the diversion requirements as set forth in this Article 5, as well as the diversion requirements of the Applicable Laws (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) (including AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383, and other Applicable Law). CONTRACTOR will provide the programs and services as outlined in this Contract without imposing any costs or fees other than those set forth on Exhibit 1.

5.04 Mutual Cooperation. City and Contractor will reasonably cooperate in good faith with all efforts by each other to meet City’s diversion and other compliance requirements imposed by AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383 and other Applicable Laws, and to meet Contractor’s obligations under this Article 5. In this regard, City’s obligations include, without limitation, making such petitions and applications as may be reasonably requested by Contractor for time extensions in meeting diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize such changes to Contractor’s Recycling, Organic Waste, or Solid

Waste programs as may be reasonably requested by Contractor in order to achieve the minimum requirements of this Article 5.

5.05 Program Assistance. Except for programs required by Applicable Law but not set forth in this Contract, or diversion programs not authorized and approved by the City to implement, or services which a Service Recipient refuses to accept, Contractor shall implement diversion programs in the City such that: (i) Contractor and City will at all times be in compliance with the requirements of the Applicable Laws applicable to them including specifically AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383, and (ii) City will meet or exceed the diversion requirements (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) set forth in this Article 5 and the Applicable Laws including AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383, and all amendments thereto (subject to Section 24.01.1).

ARTICLE 6. Service Units

6.01 Service Units. Service Units shall include all the following categories of premises which are in the Service Area as of January 1, 2011, and all such premises which may be added to the Service Area by means of annexation, new construction, or as otherwise set forth in this Contract during the term of this Contract:

6.01.1 Residential Service Units

6.01.2 City Service Units

6.01.3 Any question as to whether a premises falls within one of these categories shall be determined by the Contract Administrator and the determination of the Contract Administrator shall be final.

6.02 Service Unit Changes. The CITY and CONTRACTOR acknowledge that during the term of this Contract it may be necessary or desirable to add or delete Service Units for which CONTRACTOR will provide Service.

6.02.1 Additions and Deletions. CONTRACTOR shall provide services described in this Contract to new Service Units in CONTRACTOR'S Service Area within five (5) Work Days of receipt of notice from the CITY or new Service Unit to begin such Service.

6.03 Annexation. If during the term of the Contract, additional territory is acquired by the CITY through annexation, CONTRACTOR agrees to provide Collection

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Services in such annexed area in accordance with the provisions and service rates set forth in this Contract. Such Collection Services shall begin within five (5) Work Days of receipt of written notice from the CITY. CONTRACTOR shall not begin Collection Service without written authorization from the CITY.

6.04 Route Map Update. CONTRACTOR shall revise the Service Unit route maps to show the addition of Service Units added due to annexation and shall provide such revised maps to the Contract Administrator as requested.

ARTICLE 7. Residential Collection Service

7.01 Residential Collection Service. These services shall be governed by the following terms and conditions:

7.01.1 Conditions of Service. The CONTRACTOR shall provide Residential Collection Service to all Residential Service Units in the Service Area whose Residential Garbage is properly containerized in Gray Containers, Recyclable Materials are properly containerized in Blue Containers, except as set forth in Section 7.07.1, and Organic Recyclable Material is properly containerized in Green Containers, except as set forth in Section 7.08.2, where the Gray, Blue, and Green Containers have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew and vehicle.

7.02 On-Premises Service. Notwithstanding any term or definition set forth in this Contract, CONTRACTOR shall provide on-premises Collection of Residential Garbage, Recyclable Materials, and Organic Recyclable Material to a Residential Service Unit if all adult Service Recipients residing therein have disabilities that prevent them from setting their Gray, Blue, or Green Container at the curb for Collection and if a request for on-premises service has been made to, and approved by, the Contract Administrator in the manner required by CITY. The Contract Administrator shall notify the CONTRACTOR in writing of any Residential Service Units requiring on-premises service along with the date such service is to begin. No additional monies shall be due to the CONTRACTOR for the provision of on-premises service.

7.02.1 Collection Day. CONTRACTOR shall provide on-premises Collection Service on the same Work Day that curbside Collection Service would otherwise be provided to the Residential Service Unit.

7.03 Frequency and Scheduling of Service.

7.03.1 Initial Term Through July 3, 2022. Residential Garbage Collection Service shall be provided one (1) time per week on a scheduled route basis. Residential Recycling Collection Service, including Residential Used Oil Collection Service, dry cell battery collection, and Green Material Collection Service shall be provided one (1) time every other week on an alternating basis and shall be scheduled so that a Residential Service Unit receives Residential Garbage Collection Service, and Residential Recycling Collection Service, including Residential Used Oil Collection Service or Green Material Collection Service on the same Work Day.

7.03.2 July 4, 2022 Through Termination Date. Beginning no later than July 4, 2022, CONTRACTOR shall commence performance of Organic Recyclable Material Collection to all Service Units. Residential Garbage and Organic Recyclable Material Collection Service shall be provided one (1) time per week on a scheduled route basis. Residential Recycling Collection Service, including Residential Used Oil Collection Service, and dry cell battery collection, shall be provided one (1) time every other week and shall be scheduled so that a Residential Service Unit receives Residential Garbage Collection Service, Residential Recycling Collection Service, and Organic Recyclable Material Collection Service, including Residential Used Oil Collection Service, on the same Work Day.

7.04 Hours and Days of Collection. Residential Collection Service shall be provided, commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m., Monday through Friday with no service on Saturday (except for holiday service as set forth in Section 3.07 of this Contract) or Sunday. The hours, days, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the Contract Administrator.

7.05 Manner of Collection. The CONTRACTOR shall provide Residential Collection Service with as little disturbance as possible and shall leave any Gray, Blue, or Green Container in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

7.05.1 CONTRACTOR'S employees providing Residential Collection Service shall follow the regular walk for pedestrians while on private property and shall not trespass nor cross property to the adjoining premises unless the occupant or owner of both properties has given permission. Care should be taken to prevent damage to property, including flowers, shrubs, and other plantings.

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7.05.2 Purchase and Distribution of Containers.

7.05.2.1 The CONTRACTOR shall be responsible for the purchase and distribution of fully assembled and functional Gray, Blue, and Green Containers to Residential Service Units in the Service Area as set forth in Exhibit 4. Residential Service Units shall be provided with one (1) Gray Container, One (1) Blue Container and one (1) Green Container. Additional Gray, Blue, or Green Containers may be requested by the customer in accordance with the "Additional Container" Service Rate set forth in Exhibit 1, or as may be adjusted under the terms of this Contract.

7.05.2.2 CONTRACTOR is responsible for the purchase and distribution of fully assembled and functional Kitchen Food Waste Pails to Residential Service Units in the Service Area, including to new Residential Service Units that are added to CONTRACTOR'S Service Area during the term of this Contract. The initial distribution of Kitchen Food Waste Pails must be completed between June 20, 2022 and July 17, 2022 along with educational outreach materials as approved by City, and will be provided at no additional charge (one (1) pail per Residential Service Unit). The distribution to new Service Units must be completed within five (5) Work Days of receipt of notification from City or the Service Unit.

7.05.3 Replacement of Gray, Blue, and Green Containers. CONTRACTOR'S employees shall take care to prevent damage to Containers by unnecessary rough treatment. However, any Container damaged by the CONTRACTOR shall be replaced by the CONTRACTOR, at the CONTRACTOR'S expense, within five (5) Work Days at no cost or inconvenience to the Service Recipient.

7.05.3.1 Upon notification to the CONTRACTOR by the CITY or a Service Recipient that the Service Recipient's Gray, Blue, or Green Container(s) has been stolen or damaged beyond repair through no fault of the CONTRACTOR, or needs replacement due to age and normal wear and tear, the CONTRACTOR shall deliver a replacement Container(s) to such Service Recipient within five (5) Work Days. The CONTRACTOR shall maintain records documenting all Container replacements occurring on a monthly basis.

7.05.3.2 Each Service Recipient shall be entitled to the replacement of one (1) lost, destroyed, or stolen Gray Container, one (1) lost, destroyed, or stolen Blue Container, and one (1) lost, destroyed, or stolen Green Container during the term of this Contract at no cost to the Service Recipient. Except in the case of a Container that must be replaced because of damage caused by CONTRACTOR, due to damage caused by age, or in the case where CONTRACTOR

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elects to replace a Container rather than repair it on-site, CONTRACTOR shall be compensated for the cost of those replacements in excess of one (1) per type of Container per Service Recipient during the term of the Contract, in accordance with the "Container Exchange" Service Rate set forth in Exhibit 1, or as may be adjusted under the terms of this Contract.

7.05.3.3 CONTRACTOR understands and agrees that this provision is intended to be applied on a per Container type, Service Recipient basis and accordingly each Service Recipient could receive up to three (3) replacement Containers, one (1) of each type, during the life of the Contract.

7.05.4 Repair of Gray, Blue, and Green Containers. CONTRACTOR shall be responsible for repair of Containers in the areas to include but not be limited to, hinged lids, wheels and axles. Within five (5) Work Days of notification by the CITY or a Service Recipient of the need for such repairs, the CONTRACTOR shall repair the Container or if necessary, remove the Container for repairs and deliver a replacement Container to the Service Recipient.

7.05.5 Container Exchange. Upon notification to the CONTRACTOR by the CITY or a Service Recipient that a change in the size of a Gray, Blue, or Green Container is required, or that the Service Recipient requires a second Green Container, the CONTRACTOR shall deliver such Container to such Service Recipient within five (5) Work Days. Each Residential Service Unit shall be eligible to receive one (1) free Gray, Blue, and Green Container exchange per Contract Year during the term of this Contract and one free delivery of a second Blue Container during the term of this Contract. Accordingly, CONTRACTOR shall be compensated for the cost of those exchanges in excess of one (1) per Container type per Contract Year, in accordance with the "Cart Exchange" or "Bin Exchange" service rate as set forth in Exhibit 1 or as may be adjusted under the terms of this Contract. CONTRACTOR will not be required to exchange customer's Containers for different sizes until forty-five (45) days after start-up of contract.

7.05.6 Ownership of Gray, Blue, and Green Containers. Ownership of Gray, Blue, and Green Containers shall rest with the CONTRACTOR, except that ownership of Gray, Blue, and Green Containers in the possession of a Service Recipient at the end of this Contract shall rest with the CITY.

7.06 Residential Garbage Collection Service. This service will be governed by the following terms and conditions:

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7.06.1 Non-Collection. Except as set forth in Section 7.10, CONTRACTOR shall not be required to Collect any Residential Garbage that is not placed in a Gray Container. In the event of non-collection, CONTRACTOR shall affix to the Gray Container a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Contract.

7.06.2 Disposal Facility. Except as set forth below, all Residential Garbage Collected as a result of performing Residential Collection Service shall be transported to, and disposed of, at the Disposal Facility. In the event the Disposal Facility is closed on a Work Day, the CONTRACTOR shall transport and Dispose of the Residential Garbage at such other legally permitted disposal facility as is appropriate. Failure to comply with this provision shall result in the levy of an administrative charge as specified in Article 19 of this Contract and may result in the CONTRACTOR being in default under this Contract.

7.07 Residential Recycling Service. This service will be governed by the following terms and conditions:

7.07.1 Overages. Corrugated cardboard that will not fit inside the Blue Container may be placed beside the Blue Container.

7.07.2 Recycling - Improper Procedure. Except as set forth below in this Section 7.07.2, the CONTRACTOR shall not be required to Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Residential Garbage. If Recyclable Materials are contaminated through commingling with Residential Garbage, the CONTRACTOR shall, if practical, separate the Residential Garbage from the Recyclable Materials. The Recyclable Materials shall then be Collected and the Residential Garbage shall be left in the Blue Container along with a Non-Collection Notice explaining why the Residential Garbage is not considered a Recyclable Material. However, in the event the Recyclable Materials and Residential Garbage are commingled to the extent that they cannot easily be separated by the CONTRACTOR or the nature of the Residential Garbage renders the entire Blue Container contaminated, the CONTRACTOR will leave the Blue Container un-emptied along with a Non-Collection Notice that contains instructions on the proper procedures for setting out Recyclable Materials.

7.07.3 Materials Recovery Facility. All Recyclable Materials Collected as a result of performing Recycling Services shall be transferred and/or delivered to the Materials Recovery Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in Article 19 of this Contract and may result in the CONTRACTOR being in default under this Contract.

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7.07.4 Recycling - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into a Contract amendment covering such modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to such work.

7.08 Organic Recyclable Material Collection Service. This service will be governed by the following terms and conditions:

7.08.1 Christmas Tree Collection. The CONTRACTOR shall Collect Christmas Trees on the regular Collection day set out at the curb during the three week period beginning December 26, and annually thereafter during the term of this Contract. CONTRACTOR shall deliver the Collected Christmas Trees to an appropriate facility for processing. Christmas Trees shall not be limited by size or weight, but must be generated by and at the Residential Service Unit wherein the Christmas tree is Collected. This annual service shall be provided at no additional charge to the Service Recipient or to the City.

7.08.1.1 Contaminated Christmas Trees: Christmas trees that are flocked, contain tinsel or other decorations may be transferred and/or delivered to the Disposal Facility at the discretion of the CONTRACTOR.

7.08.2 Extra Leaf Collection. CONTRACTOR will provide complimentary leaf collection of up to six (6) 30-gallon bags weighing no more than 35 lbs. per bag, for the months of November, December, and January of each year, or other 3-month period as mutually agreed between CONTRACTOR and City Contract Administrator. Residents will place bags out for collection as directed by the City.

7.08.3 Non-Collection. Except as set forth in Sections 7.08.1 and 7.08.2 above, CONTRACTOR shall not be required to Collect any Organic Recyclable Material that is not placed in a Green Container. In the event of non-collection, CONTRACTOR shall affix to the Green Container or bags a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Contract.

7.09 Organic Recyclable Material Processing Services. CONTRACTOR shall ensure that all Organic Recyclable Material Collected pursuant to this Contract is

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diverted from the landfill in accordance with AB 939 and subsequent legislation and regulations.

7.09.1 CONTRACTOR shall ensure that the Organic Recyclable Material Collected pursuant to this Contract is not disposed of at a Disposal Facility, except as a residue resulting from processing.

7.09.2 Organic Recyclable Material Processing Facility. CONTRACTOR must ensure that all Organic Recyclable Material collected pursuant to this Contract is diverted from the landfill in accordance with AB 939, AB 1826, AB 1594, SB 1016 and SB 1383, and other Applicable Law. CONTRACTOR shall deliver all Collected Organic Recyclable Material to a fully permitted Organic Recyclable Material Processing Facility, a fully permitted Transfer station, or other properly permitted facility. All expenses related to Organic Recyclable Material processing and marketing will be the sole responsibility of CONTRACTOR.

7.10 Large Item Collection Service. This service will be governed by the following terms and conditions:

7.10.1 Conditions of Service.

7.10.1.1 CONTRACTOR Scheduled Large Item Collection Service. The CONTRACTOR shall provide scheduled Large Item Collection Service to all Residential Service Units in the Service Area whose Large Items have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew and vehicle. Each Residential Service Unit shall be limited to ten (10) cubic yards per Large Item Collection and entitled to receive Large Item Collection up to three (3) times per Contract Year at no additional cost. Accordingly CONTRACTOR shall be compensated for the cost of Collecting Large Items in excess of these limitations in accordance with the "Each Additional Yard Over 10 Yards" service rate as set forth in Exhibit 1 or as may be adjusted under the terms of this Contract.

7.10.1.2 Service Recipient Scheduled Large Item Collection Service. The CONTRACTOR shall provide on-call Large Item Collection Service to all Residential Service Units in the Service Area whose Large Items have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew and vehicle. CONTRACTOR shall be

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compensated by Service Recipient for each Residential Service Unit that schedules up to two (2) cubic yards per on-call Large Item Collection at the “Service Recipient Scheduled Large Item Collection” rate as set forth in Exhibit 1, or as may be adjusted under the terms of this Contract. CONTRACTOR shall be compensated by Service Recipient for each additional cubic yard, above two (2) cubic yards, Collected on the same day of Service Recipient Scheduled Large Item Collection Service at the “Additional Cubic Yard Service Recipient Scheduled Large Item Collection” rate as set forth in Exhibit 1, or as may be adjusted under the terms of this Contract.

7.10.2 Frequency of Large Item Collection Service.

7.10.2.1 CONTRACTOR Scheduled Large Item Collection Service. Large Item Collection Service shall be provided no less than three (3) times each Contract Year for each residential street located within the CITY. The schedule for the three (3) annual Large Item Collections will be determined by the CONTRACTOR. The Service Recipient shall not intentionally commingle Large Items with other Residential Waste.

7.10.2.2 Service Recipient Scheduled Large Item Collection Service. Large Item Collection Service shall be provided upon Service Recipient request when CONTRACTOR Scheduled Large Item Collection Service is not available. The Service Recipient shall not intentionally commingle Large Items with other Residential Waste.

7.10.3 Schedule and Notice.

7.10.3.1 CONTRACTOR Scheduled Large Item Collection. On or before January 1, 2022, and annually thereafter, the CONTRACTOR shall prepare and submit to the CITY a map, or a set of maps, showing the collection schedule for the three (3) annual Large Item collections for each residential street located within the CITY. The map(s) shall be in both hard copy and in a compatible electronic format for posting on the CITY’S web-site.

7.10.3.1.1. On a daily basis, the CONTRACTOR shall deliver collection notices to households seven (7) days prior to the “scheduled” Large Item collection date. All Residential Service Units shall receive Large Item collection service seven (7) days after the delivery of a notice.

7.10.3.1.2. On a daily basis, the CONTRACTOR shall submit to the City a map in electronic format showing the specific streets scheduled to

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receive the 7-day notice on that day. The electronic listing shall be submitted to the Contract Administrator, or his or her designee, no later than 8:30 a.m.

7.10.3.1.3. On a daily basis, the CONTRACTOR shall Collect Large Items set-out for collection as a result of the collection notices delivered seven (7) days prior. Each Residential Service Unit shall receive scheduled Large Item Collection Service no less than three (3) times per year, and at least one (1) time during any four (4) month period. Large Item Collection will not occur on the following holidays: New Year's Day, July 4, Halloween, Thanksgiving and Christmas. The CONTRACTOR shall adjust the collection schedule accordingly to accommodate the holidays.

7.10.3.2 Service Recipient Scheduled Large Item Collection Service. When a Service Recipient requests to schedule a Large Item Collection during a period of time when CONTRACTOR Scheduled Large Item Collection is not offered, Large Item Collection Service shall be provided within fifteen (15) Work Days of receipt of the request or as otherwise agreed upon with the Residential Service Unit. CONTRACTOR will use good faith efforts to Collect Large Items on the regular Collection day. Large Items may be placed at the curb for Service Recipient Scheduled Large Item Collection Service prior to 6:00 a.m. on the scheduled day, but no more than forty-eight (48) hours in advance.

7.10.3.2.1. In the event that a Service Recipient sets out Large Items for Collection prior to scheduling the Service Recipient Scheduled Large Item Collection Service, CONTRACTOR shall notify Service Recipient within five (5) Work Days of improper Large Item set out and notice for correction. If Large Items improperly placed at curb have not been removed upon notice from CONTRACTOR within five (5) Work Days, CONTRACTOR shall Collect the improperly placed Large Items from the curb and may charge Service Recipient an "Improper Large Item Collection" as set forth in Exhibit 1, or as may be adjusted under the terms of this Contract.

7.10.3.2.2. Illegally dumped Large Items that have not been set out by a Service Recipient shall be managed in accordance with Article 9.

7.10.3.2.3. CONTRACTOR and City will not advertise or promote Service Recipient Scheduled Large Item Collection Service, as the intention is for Service Recipients to utilize the CONTRACTOR Scheduled Large Item Collection Service.

7.10.4 Non-Collection. The CONTRACTOR should endeavor to Collect all Large Items set-out for Collection in compliance with the guidelines on the scheduled Collection day, unless pre-approved by the Contract Administrator. The CONTRACTOR shall collect the missed piles within forty-eight (48) hours from the scheduled collection day.

7.10.4.1 In the event that all Large Items are not collected on the scheduled collection day, the CONTRACTOR shall deliver a “courtesy tag” to those residential accounts that did not receive Large Item Collection Service. The courtesy tag shall inform the resident that Collection did not occur on the scheduled day, and shall indicate the date that collection will occur.

7.10.5 Care of Large Items. During the Collection and transporting of Large Items, CONTRACTOR shall take reasonable care to see that reusable goods are not damaged. In the event CONTRACTOR Collects Large Items that contain Freon, CONTRACTOR shall handle such Large Items in a manner such that the Large Items are not subject to regulation as hazardous waste under applicable state and federal laws or regulations.

7.10.6 Maximum Reuse and Recycling. CONTRACTOR must process bulky waste and Large Items collected from Service Units pursuant to this Contract locally, using a City-approved certified facility. CONTRACTOR shall ensure that all Organic Recyclable Material and Recyclable Material Collected pursuant to this Contract is diverted from the landfill in accordance with AB 939 and subsequent legislation and regulations. If the CONTRACTOR is unable to deliver to the City-approved facility due to the City-approved facility failing to qualify as a High Diversion Organic Waste Processing Facility, and no other City-approved facility(ies) are available within fifteen (15) miles from the Elder Creek Transfer Station, or the Material Recovery Facility processing fee is more than sixty-seven dollars (\$67.00) per ton, as adjusted annually by the CPI-U-WST Adjustment, the CONTRACTOR may be entitled to receive additional compensation in accordance with Section 24.01 to recover the incremental costs for a change in travel distance or tipping fee.

7.10.7 Large Item Overages. If the CONTRACTOR encounters a Large Item debris pile within the scheduled collection area that exceeds the 10 cubic-yard limit, the CONTRACTOR shall take the following steps:

7.10.7.1 The CONTRACTOR shall place a “warning” notice on the front door of the residence with the following information:

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7.10.7.1.1. The Large Item debris pile was not collected due to a violation of the 10 cubic-yard limit.

7.10.7.1.2. Directs the resident to immediately reduce the size of the pile to the 10 cubic-yard limit, and notifies the resident that the CONTRACTOR will return within 24 hours.

7.10.7.2 If upon return in 24 hours the pile has been reduced in size, the CONTRACTOR shall collect the entire Large Item debris pile at no charge to the resident or to the CITY.

7.10.7.3 If upon return in 24 hours the pile has not been reduced in size, the CONTRACTOR shall collect the entire pile and may charge the resident in accordance with the "Excess Large Item Collection" service rate as set forth in Exhibit 1 or as may be adjusted under the terms of this Contract.

7.10.7.4 The CONTRACTOR shall take a digital photograph of all Large Item debris piles for which a notice of non-compliance is issued in order to create a record of non-compliance.

7.10.8 Exempt Waste. If the CONTRACTOR encounters a Large Item debris pile that contains Exempt Waste as defined in the Contract, the CONTRACTOR shall take the following steps:

7.10.8.1 The CONTRACTOR shall collect the Large Item debris that is in compliance with the program guidelines and place a "warning" notice on the front door of the residence with the following information:

7.10.8.1.1. Advises that some or all of the Large Item debris was not collected due to the presence of Exempt Waste in the Large Item debris.

7.10.8.1.2. Directs the resident to immediately remove the Exempt Waste from the street or curb, and provide information on the proper disposal and handling of Exempt Waste.

7.10.9 The CONTRACTOR shall submit a list of addresses to the CITY by the end of each business day with a listing of the specific addresses that received a notice of violation due to Exempt Waste.

7.10.9.1 The CONTRACTOR shall take a digital photograph of all Large Item debris piles for which a notice of non-compliance is issued in order to create a record of non-compliance.

7.10.10 CONTRACTOR shall not landfill such Large Items unless the Large Items cannot be reused or recycled.

7.11 Residential Used Oil Collection Service. This service will be governed by the following terms and conditions:

7.11.1 Conditions of Service. In conjunction with the provision of Residential Recycling Collection Service, the CONTRACTOR shall provide Residential Used Oil Collection Service to all Residential Service Units in the Service Area utilizing Used Oil Containers for the accumulation and set-out of their Used Oil, and Used Oil Filter Containers for the accumulation and set out of their Used Oil Filters where the Used Oil Containers and Used Oil Filter Containers have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew and vehicle.

7.11.2 Non-Collection. CONTRACTOR shall not be required to Collect material placed in Used Oil or Used Oil Filter Containers unless the material is Used Oil or Used Oil Filters, as appropriate, and is free of contamination other than contamination normally expected to be present as a result of the use, storage or spillage of the Used Oil or Used Oil Filter. In the event of non-collection, CONTRACTOR shall affix to the Used Oil or Used Oil Filter Container a Non-Collection Notice explaining why Collection was not made and maintain a copy of such notice during the term of this Contract. Prior to the end of the Work Day, CONTRACTOR shall notify the Contract Administrator, either by Fax or e-mail, of any non-collection occurrences. If non-collection is because the Used Oil or Filter was placed in an improper container, CONTRACTOR shall also leave Used Oil or Used Oil Filter Containers in a number sufficient to contain the Used Oil or Used Oil Filters set out, but not exceeding a number sufficient to hold sixteen (16) quarts, or two (2) Used Oil Filters along with the Non-Collection Notice.

7.11.3 Spillage. CONTRACTOR shall carry oil absorbent material on all vehicles providing Used Oil Collection Service and shall cleanup any Used Oil that spills during Collection, which has leaked from the Used Oil or Used Oil Filter Container, or which spills or leaks during the time the Used Oil or Used Oil Filter is in the Collection vehicle.

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7.11.4 Used Oil and Used Oil Filter Containers. To the extent allowed by CONTRACTOR, residents may provide their own used oil and used filter containers. However, in the event CONTRACTOR allows the use of resident-provided containers, CONTRACTOR shall assume any and all liabilities related to the use of such resident-provided containers. Within three (3) Work Days of receipt of a verbal, written, or electronic request of CITY or a Service Recipient, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, provide the Residential Service Unit where the Service Recipient resides with Used Oil Containers and Used Oil Filter Containers in the number requested by the CITY or the Service Recipient but not exceeding a number sufficient to hold sixteen (16) quarts of Used Oil and two (2) Used Oil Filters.

7.11.4.1 At the time CONTRACTOR Collects Used Oil from a Service Recipient, where such Service Recipient utilizes a Used Oil Container or Used Oil Filter Container provided by the CONTRACTOR, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, leave at the premises one (1) Used Oil Container for each Used Oil Container Collected and one (1) Used Oil Filter Container for each Used Oil Filter Container Collected. CONTRACTOR shall keep the outside of all Used Oil and Used Oil Filter Containers clean and may re-use the containers until the condition of the container makes it inappropriate for re-use.

7.11.5 Segregation of Used Oil. CONTRACTOR shall keep all Used Oil and Used Oil Filters Collected pursuant to this Contract segregated from other materials.

7.11.6 Used Oil Processing. CONTRACTOR shall recycle all Used Oil Collected pursuant to this Contract to the extent feasible and shall properly dispose of all Used Oil and Used Oil Filters that are contaminated or otherwise cannot be recycled.

7.11.6.1 CONTRACTOR shall recycle the Used Oil only with persons who are authorized by the State of California to recycle oil. In the event the Used Oil or Used Oil Filters Collected pursuant to this Contract is contaminated to the extent that the Used Oil or Used Oil Filters require disposal as a Hazardous Waste, CONTRACTOR shall dispose of such Used Oil or Used Oil Filters, at CONTRACTOR'S own cost and expense in accordance with applicable state and federal law.

7.11.6.2 CONTRACTOR shall notify the Contract Administrator, either by fax or e-mail, of any contamination which renders the Used Oil unacceptable for recycling or which requires disposal of the Used Oil or Used Oil Filters as a Hazardous Waste.

7.12 Sharps Collection Service. The service will be governed by the following terms and conditions:

7.12.1 Collection. Within one week after request by Customer, CONTRACTOR will Collect any Sharps, discarded in Approved Sharps Containers, provided by the customer, at that Customer's Residential premise without surcharge to the Customer or charge to the CITY. If CONTRACTOR delivers Approved Sharps Container(s) to a transfer station that CONTRACTOR owns or operates, CONTRACTOR will arrange for a medical waste hauler to pick up the sharps container(s), and stage or store the container(s) until the certified medical waste hauler collects the container(s).

7.12.2 Customer Appointment. CONTRACTOR will follow the following procedure:

7.12.2.1 CONTRACTOR will receive the Customers' telephone request for Sharps Collection Service during phone hours at the local, toll-free telephone number that CONTRACTOR must maintain.

7.12.2.2 If the Customer provides his or her telephone number to CONTRACTOR, on that call CONTRACTOR will schedule and Collect an Approved Sharps Container on Customer's regularly Scheduled Collection Day between 6 a.m. and 3 p.m.

7.12.2.3 CONTRACTOR will arrange with Customer where Customer will set out the Approved Sharps Container, such as set on the door step or personally delivered by the Customer to the CONTRACTOR'S employee when the employee knocks on or rings the bell at the Customers front door. CONTRACTOR may not arrange with Customer to set out any Approved Sharps Container at the Customers curbside set-out site.

CONTRACTOR will record the time and place of regularly scheduled Collection on the Customer's subscription form.

7.12.3 Non-Collection. CONTRACTOR is not required to Collect Sharps in the following events:

7.12.3.1 Customer discards materials other than Sharps, such as prescription drugs,

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7.12.3.2 Customer does not discard Sharps in an Approved Sharps Container,

7.12.3.3 Sharps have spilled out of the Approved Sharps Container, or the Container is broken, split or otherwise damaged, or it is not sealed properly,

7.12.3.4 Customer does not set out the Approved Sharps Container at the place arranged between the Customer and the CONTRACTOR: for example, Customer sets out the container at the curb.

In any of these events, CONTRACTOR will complete and leave a Non-Collection Notice securely attached to the discarded material container, describing the reason that the CONTRACTOR did not Collect the Approved Sharps Container.

7.12.4 Handling Sharps.

7.12.4.1 CONTRACTOR'S employee will record Collection thereof on his or her route sheet.

7.12.4.2 CONTRACTOR will transport Approved Sharps Container to CONTRACTOR'S transfer station located at 8642 Elder Creek Road, Sacramento, CA.

7.12.4.3 CONTRACTOR will arrange for disposal of Sharps in accordance with Applicable Law.

7.12.5 Customer Education and Outreach. CONTRACTOR will provide all Customers with a description of the Sharps Collection program and will include information about the Sharps Collection program in its education and outreach materials and activities subject to approval by the contract administrator.

7.12.6 Collection of Sharps at the Transfer Station. CONTRACTOR will accept delivery of all Sharps delivered by residents (as evidenced by written identification) to CONTRACTOR'S transfer station located at 8642 Elder Creek Road, Sacramento, CA, without charge to the Customer or CITY. CONTRACTOR will display samples of Approved Sharps Containers at the transfer station at a price no greater than its direct costs. CONTRACTOR will maintain a record of the delivery satisfactory to CITY, and instruct the resident how to discard the resident's Approved Sharps Container at the transfer station, such as in a kiosk.

ARTICLE 8. City Collection Service

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8.01 City Collection Service. Except as set forth below, the CONTRACTOR shall provide City Collection Service to all City Service Units in the Service Area. This service will be governed by the following terms and conditions:

8.01.1 Hours of Collection. City Collection Service shall be provided, commencing no earlier than 4:00 a.m., provided the City Service Unit is located a minimum of one hundred (100) feet from residential property, and terminating no later than 9:00 p.m., Monday through Friday with service on Saturday and Sunday starting no earlier than 7:30 a.m. The hours of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the Contract Administrator.

8.01.2 Accessibility. CONTRACTOR shall Collect all Gray, Blue, or Green Containers that are readily accessible to the CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of City Collection Services. Push services shall include, but not be limited to dismounting from the Collection vehicle, moving the Gray, Blue, or Green Containers from their storage location for Collection and returning the Gray, Blue, or Green Containers to their storage location.

8.01.3 Manner of Collection. The CONTRACTOR shall provide City Collection Service with as little disturbance as possible and shall leave any Gray, Blue, or Green Container at the same point it originally located without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

8.01.4 Purchase and Distribution of Containers.

8.01.4.1 The CONTRACTOR shall be responsible for the purchase and distribution of Gray, Blue, and Green Containers to all City Service Units in the Service Area. The size of the Gray, Blue, and Green Containers to be distributed and the frequency of Collection shall be in accordance with the requirements set forth in Exhibit 3 as may be amended from time-to-time.

8.01.4.2 CONTRACTOR is responsible for the purchase and distribution of fully assembled and functional Kitchen Food Waste Pails to City Service Units in the Service Area. The initial distribution of Kitchen Food Waste Pails must be completed between June 20, 2022 and July 17, 2022 along with educational outreach materials as approved by City, and will be provided at no additional charge (one (1) pail per City Service Unit).

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8.01.5 Replacement of Gray, Blue, and Green Containers. Care shall be taken by CONTRACTOR'S employees to prevent damage to Containers by unnecessary rough treatment. However, any Gray, Blue, or Green Containers damaged by the CONTRACTOR shall be replaced by the CONTRACTOR, at the CONTRACTOR'S expense, within five (5) Work Days at no cost or inconvenience to the Service Recipient.

8.01.5.1 Upon notification to the CONTRACTOR by the CITY that a Service Units' Container has been stolen or that it has been damaged beyond repair through no fault of the CONTRACTOR, the CONTRACTOR shall deliver a replacement Gray, Blue, or Green Container to such Service Unit within five (5) Work Days.

8.01.6 Repair of Gray, Blue, and Green Containers. CONTRACTOR shall be responsible for repair of Containers. Within five (5) Work Days of notification by the CITY of the need for such repairs, the CONTRACTOR shall repair the Container or if necessary, remove the Container for repairs and deliver a replacement Gray, Blue, or Green Container. Repair shall also include the removal of graffiti from the Container.

8.01.7 Gray, Blue, and Green Container Exchange. Upon notification to the CONTRACTOR by the CITY that a change in the size, or number of the Gray, Blue, or Green Containers is required, the CONTRACTOR shall deliver such Containers to such City Service Unit within five (5) Work Days

8.01.8 Ownership of Gray, Blue, and Green Containers. Ownership of Gray, Blue, and Green Containers, including compost and/or organics bins distributed by the CONTRACTOR shall rest with the CONTRACTOR except in the case of the termination of the Contract prior to the expiration of the initial term or optional extension term due to the default of the CONTRACTOR. Under such circumstances, the Gray, Blue, and Green Containers, including compost and/or organics bins shall, at no additional cost to the CITY, become the property of the CITY and CONTRACTOR shall submit to the Contract Administrator an inventory of Gray, Blue, and Green Containers, including their locations, together with all proof of ownership, and shall take all steps necessary to transfer ownership to CITY.

8.01.9 Annual Cleaning. Once each Contract Year, at no charge to the CITY, CONTRACTOR shall clean all Gray, Blue, and Green Containers at the City Service Unit's premises or shall replace the dirty Containers with clean Containers and remove the dirty Containers for cleaning.

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8.02 City Facility Recycling. CONTRACTOR will develop, implement and maintain an office and facility recycling program that includes organics recycling. CONTRACTOR will provide annual training to City staff and volunteers on the importance of recycling and provide instruction as to proper recycling techniques. This program will include purchase and provision of recycling stations, education material and signage.

8.03 City Garbage Collection Service.

8.03.1 Conditions of Service. The CONTRACTOR shall provide City Garbage Collection Service to all City Service Units in the Service Area whose City Garbage is properly containerized in Gray Containers, where the Gray Containers are accessible as set forth in Section 8.01.2.

8.03.2 Size and Frequency of Service. The size of the containers and the frequency of this service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Contract Administrator, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the Contract Administrator and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart at the option of the CITY.

8.03.3 Disposal Facility. All City Garbage, Collected as a result of performing City Garbage Collection Service shall be transported to, and disposed of, at the Disposal Facility. In the event the Disposal Facility is closed on a Work Day, the CONTRACTOR shall transport and dispose of City Garbage at such other legally permitted disposal facility as is appropriate. Failure to comply with this provision shall result in the levy of an administrative charge as specified in Article 19 of this Contract and may result in the CONTRACTOR being in default under this Contract.

8.04 City Recycling Collection Service. This service will be governed by the following terms and conditions:

8.04.1 Conditions of Service. The CONTRACTOR shall provide City Recycling Collection Service to all City Service Units in the Service Area whose Recyclable Materials are properly containerized in Blue Containers, except as set forth in Section 8.04.3 below, where the Blue Containers are accessible as set forth in Section 8.01.2.

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8.04.2 Size and Frequency of Service. The size of the containers and the frequency of this service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Contract Administrator, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the Contract Administrator and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart at the option of the CITY.

8.04.3 Recycling - Improper Procedure. Except as set forth below, the CONTRACTOR shall not be required to Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from City Garbage. If Recyclable Materials are contaminated through commingling with City Garbage, the CONTRACTOR shall, if practical, separate the City Garbage from the Recyclable Materials. The Recyclable Materials shall then be Collected and the City Garbage shall be left in the Blue Container along with a Non-Collection Notice of why the City Garbage is not considered a Recyclable Material. However, in the event the Recyclable Materials and City Garbage are commingled to the extent that they cannot easily be separated by the CONTRACTOR or the nature of the City Garbage renders the entire Blue Container contaminated, the CONTRACTOR will leave the Blue Container unemptied along with a Non-Collection Notice which contains instructions on the proper procedures for setting out Recyclable Materials. Upon notification from the Contract Administrator, CONTRACTOR shall Collect the contaminated Recyclable Materials as part of the next regularly scheduled City Garbage Collection and dispose of it at the Disposal Facility.

8.04.4 Material Recovery Facility. All Recyclable Materials Collected as a result of performing Recycling Collection Services shall be transferred and/or delivered to the Material Recovery Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in Article 19 of this Contract and may result in the CONTRACTOR being in default under this Contract.

8.05 Organic Recyclable Material Collection Service. This service will be governed by the following terms and conditions:

8.05.1 Conditions of Service. The CONTRACTOR shall provide Organic Recyclable Material Collection Service to all City Service Units in the Service Area whose Organic Recyclable Material is properly containerized in Green Containers, where the Green Containers are accessible as set forth in Section 8.01.2.

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8.05.2 Size and Frequency of Service. The size of the containers and the frequency of this service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Contract Administrator, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the Contract Administrator and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart at the option of the CITY.

8.05.3 Organic Recyclable Material Processing Facility. CONTRACTOR must ensure that all Organic Recyclable Material collected pursuant to this Contract is diverted from the landfill in accordance with AB 939, AB 1826, AB 1594, SB 1016 and SB 1383, and other Applicable Law. CONTRACTOR shall deliver all Collected Organic Recyclable Material to a fully permitted Organic Recyclable Material Processing Facility, a fully permitted Transfer station, or other properly permitted facility. All expenses related to Organic Recyclable Material processing and marketing will be the sole responsibility of CONTRACTOR.

8.06 CITY Container Service. CONTRACTOR shall provide Collection, transporting and disposal or processing service to up to thirty (30) public Gray or Blue Containers placed by the CITY during the term of this Contract. Frequency of Collection may be designated by the CITY, not to exceed seven (7) times per week per Container. CONTRACTOR shall provide this service at no additional cost to CITY.

8.07 CITY Sponsored and Non-Profit Events. CONTRACTOR shall provide City Event Service, including delivery and removal of portable toilets, at up to six (6) CITY sponsored or supported as requested by CITY. Such services shall be provided in such a manner that all Garbage, Recycling, and Organic Recyclable Materials, and portable toilet needs of the event are adequately and properly provided for by CONTRACTOR at no cost of any kind to the CITY or the CITY-supported sponsor of the event.

8.08 Large Item Collection Service. Large Item Collection Service shall be governed by the provisions of Section 7.10 of Article 7 of this Collection Service Contract.

8.09 Household Hazardous Waste (HHW) Collection Events. CONTRACTOR will not be responsible for Household Hazardous Waste drop-off collection events occurring after December 31, 2017. The City shall contribute a maximum of \$75,000

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annually to assist with the funding of these events, and the CONTRACTOR shall be responsible for all additional costs.

8.10 Sacramento County HHW Facilities Use. Pursuant to the agreement entered into by and between CITY and Sacramento County, CITY shall utilize Sacramento County's HHW facilities at the North Area Recovery Station and Kiefer Landfill. CONTRACTOR shall be solely responsible for any costs or expenses incurred by the CITY for the use of Sacramento County HHW facilities pursuant to the County Agreement that exceed \$75,000 annually. Cost paid by CONTRACTOR that are in excess of CITY's \$75,000, shall reduce the Reinvestment Benefit Plan budget for the current year, as set forth in Article 14.09.

ARTICLE 9. Other Collection Service

9.01 Debris Collection Service.

9.01.1 Conditions of Service. CONTRACTOR shall provide Debris Collection Service within the Service Area as requested by the CITY in conjunction with Large Item Collection Service. In the event the CONTRACTOR is notified by phone or in writing by the CITY of the location of abandoned debris, CONTRACTOR shall remove such item within forty-eight (48) hours of receipt of such notification.

9.01.2 Starting on January 1, 2016 the CONTRACTOR shall provide six hundred (600) cubic yards per year of illegal dumping cleanup service at no additional charge to the City. The CONTRACTOR shall provide illegal dumping cleanup service in excess of six hundred (600) cubic yards at the direction of the Contract Administrator, at a per cubic yard rate charged to the CITY as set forth in Exhibit 1 of this Contract and as adjusted annually in accordance with this Section 4.02.

9.02 Special Clean-Up Service.

9.02.1 CONTRACTOR shall, in response to the written request of the Contract Administrator, deliver and collect Roll-Off Containers for use in special clean-up programs. Each clean-up event shall consist of a single collection day beginning at 6:00 a.m. and ending at 6:00 p.m. The Contract Administrator shall notify CONTRACTOR in writing not less than five (5) calendar days prior to the date of the service. The notice to CONTRACTOR shall specify the date of delivery and Collection of the Roll-Off Containers, the location(s) for delivery, and the number of and size of the Roll-Off Containers to be delivered. As part of this service, CONTRACTOR shall provide on-site supervision at all times the Roll-Off Containers are available for Special Clean-Up Service. At such time as the Roll-Off Container is full, but not later than the

end of the Special Clean-Up Service day, CONTRACTOR shall transport and deliver the Collected materials to the Disposal Facility, the Materials Recovery Facility, or such other facility as is appropriate for the disposition of the materials and approved by the Contract Administrator.

9.02.2 With the prior written consent of the Contract Administrator, CONTRACTOR may provide for the Collection of materials at a Special Clean-up Service event in a vehicle or container other than a Roll-Off Container. However, in the event the CONTRACTOR elects to utilize this alternative Collection process, CONTRACTOR is responsible for obtaining documentation of the weight of the materials Collected, diverted and disposed in a manner that is acceptable to the CITY.

9.02.3 If requested by CITY, CONTRACTOR shall Collect and Dispose of material of unknown origin that has been disposed of in the Service Area. Such collection of material shall fall within the scope of Special Clean-up Service and the associated cubic yard limitations. In the event the CITY requests this service after the CONTRACTOR has met the annual six hundred (600) cubic yard limitation, CONTRACTOR and CITY shall agree on a rate for such service

ARTICLE 10. Collection Routes

10.01 Service Routes. Thirty (30) days prior to commencement of Collection Services, the CONTRACTOR shall provide the CITY with maps precisely defining Collection routes, together with the days and the times at which Collection shall regularly commence.

10.02 Service Route Changes. The CONTRACTOR shall submit to the CITY, in writing, any proposed route change (including maps thereof) not less than thirty (30) calendar days prior to the proposed date of implementation. The CONTRACTOR shall not implement any route changes without the prior review of the Contract Administrator. If the change will change the Collection day for a Service Recipient, the CONTRACTOR shall notify those Service Recipients in writing of route changes not less than thirty (30) days before the proposed date of implementation.

10.03 Collection Route Audits. The CITY reserves the right to conduct audits of CONTRACTOR'S Collection routes. The CONTRACTOR shall cooperate with the CITY in connection therewith, including permitting CITY employees or agents, designated by the Contract Administrator, to ride in the Collection vehicles in order to conduct the audits. The CONTRACTOR shall have no responsibility or liability for the

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salary, wages, benefits or worker compensation claims of any person designated by the Contract Administrator to conduct such audits.

ARTICLE 11. Minimum Performance and Diversion Standards

11.01 Selection and Cost. CITY may conduct billing audit and performance reviews (“reviews”) of Contractor’s performance during the term of this Contract. The reviews will be performed by a qualified firm under contract to CITY. CITY shall have the final responsibility for the selection of the firm but may seek and accept comments and recommendations from Contractor. CITY may conduct one (1) review during the term of this Contract. For the review, Contractor will be responsible for a maximum cost of Twenty Thousand Dollars (\$20,000). This amount will be submitted to the CITY in advance of the review, and this amount may be escalated annually by the same percentage as the annual average percentage change in the CPI index, subject to the terms and conditions set forth in Section 4.02.

11.01.1 Purpose. The review shall be designed to verify that customer billing rates have been properly calculated and they correspond to the level of service received by the customer, verify that Franchise Fees, and other fees required under this Contract have been properly calculated and paid to CITY, verify CONTRACTOR’S compliance with the reporting requirements and performance standards of the Contract, and verify the diversion percentages reported by CONTRACTOR. CITY (or its designated consultant) may utilize a variety of methods in the execution of the performance review and billing audit, including analysis of relevant documents, on-site and field observations, and interviews. CITY (or its designated consultant) will review and document the items in the Contract that require CONTRACTOR to meet specific performance standards, submit information or reports, perform additional services, or document operating procedures, that can be objectively evaluated. This information will be formatted in a “compliance checklist” with supporting documentation and findings tracked for each of the identified items. The review will specifically include a determination of CONTRACTOR’s compliance with the diversion requirements of Article 5, and the public outreach and education requirements of Exhibit 8. CITY (or its designated consultant) may review the customer service functions and structure utilized by CONTRACTOR. This may include CONTRACTOR’s protocol for addressing customer complaints and service interruption procedures. Complaint logs may be reviewed, along with procedures and systems for tracking and addressing complaints. On-site and field observations by CITY (or its designated consultant) may include, but are not necessarily limited to:

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11.01.1.1 Interviews and discussions with Contractor's administration and management personnel;

11.01.1.2 Review and observation of Contractor's customer service functions and structure;

11.01.1.3 Review of public education and outreach materials;

11.01.1.4 Interviews and discussions with Contractor's financial and accounting personnel;

11.01.1.5 Interviews with route dispatchers, field supervisors and managers;

11.01.1.6 Interviews with route drivers;

11.01.1.7 Interviews with vehicle maintenance staff and observation of maintenance practices; and

11.01.1.8 Review of on-route collection services, including observation of driver performance and collection productivity and visual inspection of residential routes before and after collection to evaluate Container placement and cleanliness of streets.

11.02 CONTRACTOR'S Cooperation. CONTRACTOR shall cooperate fully with the review and provide all requested data, including operational data, financial data and other data reasonably requested by CITY within thirty (30) Work Days.

11.03 Additional Billing Audit and Performance Review. In the event that the Billing Audit and Performance Review concludes that CONTRACTOR is not in compliance with all terms and conditions of this Contract and such non-compliance is material, CITY may conduct an Additional Billing Audit and Performance Review to ensure that CONTRACTOR has cured any such area of non-compliance. CONTRACTOR shall be responsible for the cost of any such Additional Billing Audit and Performance Review, subject to the maximum in Section 11.01.1.

11.04 City Requested Program Review. CITY reserves the right to require CONTRACTOR to periodically conduct reviews of residential Garbage, Recyclable Materials, and Organic Recyclable Material collection programs, provided that such reviews are reasonable and can be accomplished at no additional cost to

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CONTRACTOR and without interfering with CONTRACTOR's operations. Such reviews could assess one or more of the following performance indicators: average volume of recyclable materials per setout per customer, average volume of green waste and/or food scraps per setout per customer, participation level, contamination levels, etc. Prior to the program evaluation review, CITY and CONTRACTOR shall meet and discuss the purpose of the review and agree on the method, scope, and data to be provided by CONTRACTOR.

11.05 Cooperation with Other Program Reviews. If CITY wants to collect program data, perform field work, conduct Route Reviews to investigate customer participation levels and setout volumes and/or evaluate and monitor program results related to Garbage, Recyclable Materials and Organic Recyclable Material collected in CITY by CONTRACTOR, CONTRACTOR shall cooperate with CITY or its agent(s) as reasonably requested by CITY, provided that such cooperation can be accomplished at no additional cost to CONTRACTOR and without interfering with CONTRACTOR's operations.

ARTICLE 12. Collection Equipment

12.01 Equipment Specifications.

12.01.1 General Provisions. All equipment used by CONTRACTOR in the performance of services under this Contract shall be of a high quality. The vehicles shall be designed and operated so as to prevent Collected materials from escaping from the vehicles. Hoppers shall be closed on top and on all sides with screening material to prevent Collected materials from leaking, blowing or falling from the vehicles. All trucks and containers shall be watertight, to the extent consistent with the original equipment manufacturers (OEM) specifications, and shall be operated so that liquids do not spill during Collection or in transit.

12.01.2 All Collection Service vehicles utilized by CONTRACTOR pursuant to this Contract shall provide fully-automated Residential and City Collection Service except where such service is not feasible because of topographic or other physical factors. Where fully-automated Residential and City Collection Service is not feasible, CONTRACTOR shall consult with the Contract Administrator regarding the Residential or City Collection Service equipment to be utilized.

12.01.3 Vehicle Emission Standards. As required by law, CONTRACTOR shall convert and/or retrofit its Collection vehicles and/or fuel use by utilizing the most cost-effective means to reduce air pollutant emissions and be in full compliance with local, State and federal clean air requirements that were adopted or

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proposed to be adopted, including, but not limited to, the proposed California Air Resources Board Heavy Duty Engine Standards to be contained in CCR Title 13, Section 2020 et seq.; and the Federal EPA's Highway Diesel Fuel Sulfur regulations.

12.01.3.1 Collection Vehicles. CONTRACTOR replaced entire inventory of collection vehicles servicing City with Compressed Natural Gas (CNG) vehicles by April 1, 2018.

12.01.3.2 CONTRACTOR shall not use any Collection vehicle that is more than ten (10) years old or has more than 250,000 miles unless such vehicle is a Rebuilt Vehicle.

12.01.4 Registration. All vehicles used by CONTRACTOR in providing Collection Services under this Contract, except those vehicles used solely on CONTRACTORS premises, are to be registered with the California Department of Motor Vehicles.

12.01.5 Safety Markings. All Collection equipment used by COLLECTOR shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of the CITY and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

12.01.6 Vehicle Signage and Painting. Collection vehicles shall be painted and numbered consecutively without repetition and shall have the CONTRACTOR'S name CONTRACTOR'S customer service telephone number, and the number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and the rear of each vehicle. No advertising shall be permitted other than the name of the CONTRACTOR except promotional advertisement of the Recyclable Materials and Organic Recyclable Material programs. CONTRACTOR shall inspect all vehicles on an annual basis and repaint all vehicles (including vehicles striping) during the term of this Contract on a frequency as necessary to maintain a positive public image as reasonably determined by the Contract Administrator. If requested by the CITY, CONTRACTOR shall display the name of the City and City logo on the Collection vehicles.

12.01.7 Bin Signage, Painting, and Cleaning. All metal bins of any service type furnished by the CONTRACTOR shall be either painted or galvanized.

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All metal or plastic bins shall display the CONTRACTOR'S name, CONTRACTOR'S customer service telephone number, and the number of the bin and shall be kept in a clean and sanitary condition. Such bins shall be steam cleaned by the CONTRACTOR as frequently as necessary so as to maintain them in a sanitary condition. At a minimum, CONTRACTOR shall steam clean the bins once per year at CONTRACTOR'S expense. Bins will be subject to periodic, unscheduled inspections by the CITY and determination as to sanitary condition shall be made by the CITY.

12.02 Collection Vehicle Noise Level. All Collection operations shall be conducted as quietly as possible and shall conform to applicable Federal, State, County and CITY noise level regulations, including the requirement of Chapter 34, Article III, Section 34-93 of the CITY'S Municipal Code (noise ordinance). In the event of repeat occurrences of noise levels in excess of the limit specified in the CITY'S municipal code, CONTRACTOR shall pay Liquidated Damages in accordance with Article 19.

12.03 Vehicle Registration, Licensing and Inspection. No later than November 1 of each Contract Year, CONTRACTOR shall submit documentation to the Contract Administrator to verify that each of the CONTRACTOR'S Collection vehicles is in compliance with all registration, licensing and inspection requirements of the California Highway Patrol, the California Department of Motor Vehicles, and any other Applicable Laws or regulations. CONTRACTOR shall not use any vehicle to perform Collection Services that is not in compliance with applicable registration, licensing and inspection requirements.

12.04 Equipment Maintenance. CONTRACTOR shall maintain Collection equipment in a clean condition and in good repair at all times. All parts and systems of the Collection equipment shall operate properly and be maintained in a condition satisfactory to CITY. CONTRACTOR shall wash all Collection vehicles at least once a week.

12.05 Maintenance Log. CONTRACTOR shall maintain a maintenance log for all Collection vehicles. The log shall at all times be accessible to CITY by physical inspection upon request of Contract Administrator, and shall show, at a minimum, each vehicles CONTRACTOR assigned identification number, date purchased or leased, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.

12.05.1 Equipment Inventory. Annually at the request of the Contract Administrator, CONTRACTOR shall submit, either by Fax or e-mail, an updated inventory of Collection vehicles and major equipment used by CONTRACTOR for Collection or transportation and performance of services under this Contract. The

inventory shall indicate each Collection vehicle by CONTRACTOR assigned identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the decibel rating and the maintenance and rebuild status. Each inventory shall also include the tare weight of each vehicle as determined by weighing at a public scale and not at a disposal or other facility scale used by CONTRACTOR. Each vehicle inventory shall be accompanied by a certification signed by CONTRACTOR that all Collection vehicles meet the requirements of this Contract.

12.05.2 Reserve Equipment. The CONTRACTOR shall have available to it, at all times, reserve Collection equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the CONTRACTOR to perform the contractual duties.

ARTICLE 13. Contractor's Office

13.01 CONTRACTOR'S Office. The CONTRACTOR shall maintain an office where complaints can be received and which provides toll-free telephone access for customers living in the City of Citrus Heights. Such office shall be equipped with sufficient telephones that all Collection Service related calls received during normal business hours are answered by an employee within five (5) rings, and shall have responsible persons in charge during Collection hours and shall be open during such normal business hours, 7:00 a.m. to 5:00 p.m. on all Work Days and on those Saturdays when Collections Services are required as a result of the holiday Collection policy set forth in Section 3.07 of this Contract. The CONTRACTOR shall provide either a telephone answering service or mechanical device to receive Service Recipient inquiries during those times when the office is closed. Calls received after normal business hours shall be addressed the next Work Day morning.

13.01.1 Emergency Contact. The CONTRACTOR shall provide the Contract Administrator with an emergency phone number where the CONTRACTOR can be reached outside of the required office hours.

13.01.2 Multilingual. CONTRACTOR shall at all times maintain the capability of responding to telephone calls in English, Spanish and Russian. CONTRACTOR shall at all times maintain the capability of responding to telephone calls from deaf and hearing impaired individuals.

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13.01.3 Service Recipient Calls. During office hours, CONTRACTOR shall maintain a telephone answering system capable of accepting at least fifteen (15) incoming calls at one time. CONTRACTOR shall record all calls including any inquiries, service requests and complaints into a customer service log.

13.01.4 All incoming calls will be answered within 5 rings. Any call "on-hold" in excess of 1.5 minutes shall have the option to remain "on-hold" or to be switched to a message center where Service Recipient can leave a message. CONTRACTOR'S customer service representative shall return Service Recipient calls. For all messages left before 3:00 p.m., all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call. For messages left after 3:00 p.m., all "call backs" shall be attempted a minimum of one time prior to noon the next Work Day. CONTRACTOR shall make minimum of three (3) attempts within twenty-four hours of the receipt of the call. If CONTRACTOR is unable to reach the Service Recipient on the next Work Day, the CONTRACTOR shall send a postcard to the Service Recipient on the second Work Day after the call was received, indicating that the CONTRACTOR has attempted to return the call.

ARTICLE 14. Other Services

14.01 Public Outreach and Education Services. CONTRACTOR, at their own expense, shall prepare, submit and implement an annual (calendar year) Public Education and Outreach Program (Exhibit 8) beyond the City's Public Education and Outreach Program. Contractor will maintain, in its local staff, a Community Outreach Manager in order to achieve an effective public education and outreach program tailored to meet the needs of the City of Citrus Heights. Public Outreach and Education Services will include, but not limited to, regular attendance at REACH and Area Association meetings, working with School Districts within the City of Citrus Heights, active participation in City sponsored events, development of monthly content for the City's website, and enhanced educational and outreach materials. The initial proposed action plan is as set forth in Exhibit 8. Beginning September 30, 2022, and annually thereafter, the proposed action plan must be submitted to the CITY for approval no later than September 30th for the following Contract Year. The program must include a minimum of four (4) campaigns per calendar year, designed to increase diversion and resident participation. Campaigns should target certain Recyclable Materials or "problem" areas of the CONTRACTOR'S Service Area where improvements can be maximized. Targets of outreach should be based on local trends and recycling patterns based on information obtained by both the Contract Administrator and CONTRACTOR staff.

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14.01.1 CONTRACTOR will expend their “3R” recycling education program to all schools in Citrus Heights each year that want to participate and will sponsor three (3) \$1000 scholarships each year for high school seniors interested in sustainability education.

14.01.2 CONTRACTOR will support schools in developing, implementing and maintaining sustainable recycling programs and will provide an outline of the proposed efforts within 30 days of the execution of the 2016 amended contract.

14.01.3 In addition to existing customer service and education activities set forth within this Contract, Contractor will collaborate with City staff and provide content for City-sponsored education media including, but not limited to paper, electronic and social media.

14.01.4 Contractor will provide education and outreach regarding programs and services to a minimum of 10 community organizations and/or community events and public venues as mutually agreed between the Contractor and the City during the annual outreach and education planning process.

14.02 Customer Satisfaction. CONTRACTOR will conduct an annual satisfaction survey via the 10 REACH Neighborhood Associations and/or other residential community groups. Survey content and distribution process shall be mutually agreed upon between CONTRACTOR and Contract Administrator.

14.03 Annual Collection Service Notice. Each year during the term of this Contract, the CONTRACTOR shall publish and distribute a notice to all Residential Service Units regarding the Residential Collection Service programs. The notice shall contain at a minimum; definitions of the materials to be Collected, procedures for setting out the materials, maps of the Service Area indicating the days when Residential Garbage Collection Service, Large Item Collection Service, Residential Used Oil Collection Service, Residential Recycling Collection Service, Organic Recyclable Material Collection Service, Sharps Collection Service and HHW Collection Event service will be provided, and the CONTRACTOR customer service phone number. The notice shall be provided in English, and other languages as directed by the CITY and shall be distributed by the CONTRACTOR no later than January 1, 2022 and annually thereafter during the term of this Contract.

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14.04 Recovered Product. CONTRACTOR shall offer and provide free compost for residential use at a location mutually agreed upon between CONTRACTOR and Contract Administrator. Additionally, CONTRACTOR shall offer Citrus Heights residents up to 3 yards of compost per year to be picked up by resident at Elder Creek Transfer Station. CONTRACTOR shall incorporate pilot organics recycling and/or additional composting education into the annual education and outreach program in addition to the 4 campaigns included in Section 14.01 above. City and Contractor will reasonably cooperate in good faith to review availability and purchase of Recovered Organic Products, including Renewable Natural Gas, when available to fuel collection fleet in City.

14.05 CONTRACTOR shall pick up and properly dispose of deceased wildlife in CITY right-of-way the same day of receipt of Service Request from CITY if service request received by CONTRACTOR before 1:00 PM. Service requests received by CONTRACTOR after 1:00 PM shall be picked up no later than 5:00 PM the following business day.

14.06 CONTRACTOR provided funding for two new fully equipped and air conditioned utility trucks for CITY use during the contract term. Trucks are owned by CITY. Utility trucks were purchased and equipped based on CITY approved specifications at a total cost not to exceed \$100,000 per truck. CONTRACTOR shall be responsible for all repairs and vehicle maintenance for trucks at no cost to CITY for the life of the Contract.

14.07 CONTRACTOR shall provide additional services and programs as requested by CITY at a price to be mutually agreed upon between the CONTRACTOR and the Contract Administrator. In the event the CONTRACTOR and the Contract Administrator cannot reach a mutually agreed upon price for the requested service or program, CITY shall have the right to procure the service of other vendors or contractors to provide the requested service.

14.08 News Media Relations. CONTRACTOR shall notify the Contract Administrator by fax, e-mail or phone of all requests for news media interviews related to the Collection Services program within twenty-four (24) hours of CONTRACTOR'S receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Service Recipient perception of services, CONTRACTOR will discuss CONTRACTOR'S proposed response with the Contract Administrator.

14.08.1 Copies of draft news releases or proposed trade journal articles shall be submitted to CITY for prior review and approval at least five (5) Work

Days in advance of release, except where CONTRACTOR is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case CONTRACTOR shall submit such materials to CITY simultaneously with CONTRACTOR'S submittal to such regulatory agency.

14.08.2 Copies of articles resulting from media interviews or news releases shall be provided to the CITY within five (5) Work Days after publication.

14.09 Reinvestment Benefit Plan. CITY and CONTRACTOR shall by November 30 of each year, mutually agree upon a Reinvestment Benefit Plan ("Plan") to be implemented during the following calendar year. Parties will work collaboratively together to develop the Plan, and it shall be approved in writing by the City Manager or the City Manager's designee, before becoming effective. The Plan shall detail a mix of goods and services that will be provided to CITY, by CONTRACTOR, during the succeeding calendar year. The Plan budget will initially be \$50,000 for calendar year 2018, which may be adjusted subject to article 14.09.01. Each year thereafter, the Plan budget will be \$50,000, increased by the lesser of (1) the annual percentage change in the Consumer Price Index for all urban consumers ("CPI-U"), U.S. City average, as determined by the United States Department of Labor, Bureau of Labor Statistics, with a ceiling of 3.5%. The Plan budget will also be adjusted based on CONTRACTOR's costs incurred from current year HHW disposals, that are in excess of CITY's \$75,000 contribution, as stated in article 8.10 of this Agreement. CONTRACTOR shall provide CITY with documentation regarding the calculation of the Plan budget. Both parties acknowledge that circumstances may necessitate changes to an executed Plan, which may be amended, upon mutual written agreement by and between CITY and CONTRACTOR.

14.09.1 2018 Reinvestment Benefit Plan. For the calendar year 2018 only, CITY and CONTRACTOR shall mutually agree upon a Reinvestment Benefit Plan ("2018 Plan") with a budget of \$50,000. If CONTRACTOR is charged any amount for additional HHW services and use of Sacramento County HHW facilities per articles 8.09 and 8.10 of this Agreement, that amount will be deducted from the CONTRACTOR'S \$50,000 2018 budget obligation as outlined in this section, to arrive at the final budget of the Reinvestment Benefit Plan for 2018. The 2018 Plan shall be submitted to the City Manager or the City Manager's designee for approval by February 28, 2018. CITY and CONTRACTOR shall reevaluate the Plan's budget mid-year by July 31, 2018, taking into account costs incurred by CITY from utilization of Sacramento County HHW facilities, and savings realized by CONTRACTOR. The 2018 Plan shall

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provide a list of goods and services to be provided to CITY, by CONTRACTOR, including, but not limited to: Illegal dumping camera(s); education and outreach for the HHW program change; compost bins; community cleanup events; and any other goods and services mutually agreed to. Seventy-Five percent (75%) of the 2018 Plan shall be implemented by September 30, 2018.

ARTICLE 15. Emergency Service Provisions

15.01 Emergency Services. In the event of a tornado, major storm, earthquake, flooding, fire, natural disaster, or other such event, the Contract Administrator may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator shall make an effort through the local news media to inform the public when regular services may be resumed. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The CONTRACTOR shall receive additional compensation from the CITY, above the normal compensation contained in this Contract, to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in Forms 2 and 3 of Exhibit 1 to this Contract provided the CONTRACTOR has first secured written authorization and approval from the CITY through the Contract Administrator.

ARTICLE 16. Record Keeping and Reporting Requirements

16.01 Record Keeping.

16.01.1 Accounting Records. CONTRACTOR shall maintain full, complete and separate financial, statistical and accounting records, pertaining to cash, billing, and provisions of all Collection Services, prepared on an accrual basis in accordance with generally accepted accounting principles. Such records shall be subject to audit, copy, and inspection. Gross Revenues derived from provision of the Collection Services, whether such services are performed by the CONTRACTOR or by a subcontractor or subcontractors, shall be recorded as revenues in the accounts of the CONTRACTOR. CONTRACTOR shall maintain and preserve all cash, billing and disposal records for a period of not less than five (5) years following the close of each of the CONTRACTOR'S fiscal years.

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16.01.2 Contract Materials Records. CONTRACTOR shall maintain records of the quantities of (i) Residential Waste and City Solid Waste Collected and disposed under the terms of this Contract, (ii) Recyclable Materials, by type, Collected, purchased, processed, sold, donated or given for no compensation, and residue disposed.

16.01.3 Other Records. CONTRACTOR shall maintain all other records reasonably related to provision of Collection Services, whether or not specified in this Article 16 or elsewhere in the Contract.

16.02 Monthly Reporting.

16.02.1 General. Monthly reports must be submitted no later than 5 p.m. PT on the fifteenth (15th) day of the month following the close of the reporting period. If the fifteenth (15th) day falls on a day that CITY is closed or a holiday, then the report will be due on the next business day.

16.02.2 Gross Revenue Reporting. CONTRACTOR must include an accounting of CONTRACTOR's Gross Revenues collected during the preceding month, the number of Residential and City Service Units, and the number of Containers distributed by size and Service Unit type.

16.02.3 Monthly Large Item Report. Starting February 15, 2011, and on a monthly basis thereafter, the CONTRACTOR shall submit a monthly Large Item Status Report to the CITY for the previous month. The monthly status report shall include, but is not limited to, the following:

16.02.3.1 The total tonnage of Large Item debris collected during the previous month and year-to-date.

16.02.3.2 The total cubic yards of illegal dumping cleanup service provided the previous month and year-to-date.

16.02.3.3 The total number of Large Item debris piles collected during the previous month and year-to-date.

16.02.3.4 The total tonnage of Large Item debris diverted from landfill disposal during the previous month and year-to-date.

16.02.3.5 The total number of "courtesy tags" distributed by the CONTRACTOR during the previous month and year-to-date.

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16.02.3.6 The total number of Large Item debris piles encountered by the CONTRACTOR that either exceed the volume requirements or contained exempt waste during the previous month and year-to-date.

16.02.3.7 Any other data or information with respect to the Large Item Collection Program as requested by the Contract Administrator.

16.02.3.8 Contamination Reporting. To the extent required by Applicable Law, the monthly report must include a summary of all instances of qualifying contamination under the procedures in Exhibit 7. This summary must include the total number of accounts where contamination occurred, the total number of Contamination Violation Notices issued by CONTRACTOR to Service Recipients, and the total number of instances where Collection Container size or Collection frequency was increased specifically due to contamination. Within twenty (20) work days of request by CITY, CONTRACTOR will provide copies of the Contamination Violation Notices and the digital documentation of contamination.

16.03 Quarterly Reporting.

16.03.1 General. Quarterly reports must be submitted no later than 5 p.m. PT on the twenty-fifth (25th) day following the last month of the quarter. If the twenty-fifth (25th) day falls on a day that CITY is closed or a holiday, then the report will be due on the next business day.

16.03.2 CITY Reports. Quarterly reports to CITY must include:

16.03.3 Franchised Tonnage Data. CONTRACTOR must report the tonnage of Garbage, Recyclable Materials and Organic Recyclable Materials collected, processed for diversion, Residual amounts and landfilled for broken down by Residential and City Service Collection Services.

16.03.4 Non-Collection. The quarterly report must include a summary of each Service Unit receiving a Non-Collection Notice in the previous quarter along with a description for the Non-Collection Notice.

16.03.5 Service Recipient Complaint Log. The quarterly report must include the Service Recipient call log collected from the previous quarter.

16.04 Annual Reporting.

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16.04.1 General. Annual reports shall be submitted no later than April 1 for the previous Contract Year. Annual reports shall be submitted in hard copy, and shall be provided electronically using a software program acceptable to the CITY.

16.04.2 CITY Reports. Annual reports to CITY must include:

16.04.2.1 Financial Reports. CONTRACTOR must prepare an annual Financial Report for submittal to the CITY. At a minimum, the Financial Report must include the number of SFD Service Units provided with Collection Services, including any additional services, the CONTRACTOR's gross billing and amount collected for each type of Service Unit, and the amount received for the sale of Recyclable Materials, cost of Recyclables Materials processing, and the cost of residual disposal.

16.04.2.2 Public Education Summary. Public education and information activities undertaken during the year, including distribution of bill inserts, collection notification tags, community information and events, tours and other activities related to the provision of Collection Services. This report will discuss the impact of these activities on Recycling program participation and include amounts Collected from SFD.

16.04.2.3 Summary of Programs. An analysis of any Recycling and Organic Recyclable Materials Collection, processing and marketing issues or conditions (such as participation, setouts, contamination, etc.) and possible solutions, discussed separately for SFD programs.

16.04.2.4 Recycling Data. Gross tons Collected daily on average by material type by route for Residential Recycling Service. The quarterly totals of Recyclable Materials processed and sold including facility name and location, average price received per ton and total recycling revenue received for the Calendar Year, cost of Recyclables Materials processing, and the cost of residual disposal. Indicate any quantities, by material type, donated or otherwise disbursed without compensation. Indicate number of Containers distributed by size and Service Unit type. Also provide quarterly totals and location for Residual disposed.

16.04.2.5 Organic Recyclable Materials Data. Include average daily gross tons Collected by route. Include the total number of generators that receive each type of Organic Recyclable Materials Collection Service provided by the CONTRACTOR. Indicate average daily number of set-outs by route. Indicate average

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participation rates relative to the total number of Service Units in terms of weekly set-out counts. Indicate number of Containers distributed by size and Service Unit type. Provide totals and location for Residue Disposed. Include the number of route reviews conducted for prohibited contaminants and the number of Non-Collection Notices issued to Service Recipients.

16.04.2.6 Customer Service Log. A complete record of incoming calls, including the type and number of complaints and compliments, and their resolution, including inquiries, service requests, calls related to missed pickups, damaged containers, and responses to such calls. (with three-year retention)

16.04.2.7 Summary Narrative. A summary narrative of problems encountered with Collection and processing activities and actions taken. Indicate type and number of Non-Collection Notices left at Service Recipient locations. Indicate instances or numbers of property damage or injury, significant changes in operation, market factors, publicity conducted, or needs for publicity. Include description of processed material loads rejected for sale, reason for rejection and disposition of load after rejection.

16.04.2.8 Container and Vehicle Inventory. An updated complete inventory of Bins and Carts by type and size, and an updated complete inventory of Collection vehicles including for each vehicle: truck number, date purchased, vehicle type, tare weight, license plate number, and vehicle make and model.

16.04.3 Diversion Data. CONTRACTOR must deliver to CITY diversion data for the franchised services performed under this Contract in the format specified by CITY.

16.04.4 CalRecycle Reports. CONTRACTOR shall assist, as requested, in preparing annual reports required by the California Department of Resources, Recycling and Recovery (CalRecycle), for submittal to the CITY for review and comment, and CONTRACTOR revision as needed. CITY shall submit the final report to the state.

16.04.4.1 In the event that CalRecycle requires City to report an Implementation Schedule to comply with AB 341, AB 1826, SB 1383, SB 1594 and other Applicable Laws, Contractor will provide assistance to City in preparing a report, including Contractor's policies and procedures related to compliance with AB 341, AB 1826, SB 1383, and other Applicable Laws and how Recycling or Organics are collected, a description of the geographic area, routes, list of addresses served and a

method for tracking contamination, copies of route audits, copies of notice of contamination, copies of notices, violations, education and enforcement actions issued, and copies of educational materials, flyers, brochures, newsletters, website, and social media.

16.05 Additional Reporting. The CONTRACTOR shall furnish the CITY with any additional reports as may reasonably be required, such reports to be prepared within a reasonable time following the reporting period.

ARTICLE 17. Nondiscrimination

17.01 Nondiscrimination. In the performance of all work and services under this Contract, CONTRACTOR shall not discriminate against any person on the basis of such person's race, sex, color, national origin, religion, marital status or sexual orientation. CONTRACTOR shall comply with all applicable local, state and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

ARTICLE 18. Service Inquiries and Complaints

18.01 CONTRACTOR'S Customer Service. All service inquiries and complaints shall be directed to the CONTRACTOR. A representative of the CONTRACTOR shall be available to receive the complaints during normal business hours. All service complaints will be handled by the CONTRACTOR in a prompt and efficient manner. In the case of a dispute between the CONTRACTOR and a Service Recipient, the matter will be reviewed and a decision made by the Contract Administrator

18.01.1 The CONTRACTOR will utilize the Customer Service Log to maintain a record of all inquiries and complaints in a manner prescribed by the CITY.

18.01.2 For those complaints related to missed Collections that are received by 3:00 p.m. on a Work Day, the CONTRACTOR will return to the Service Unit address and Collect the missed materials before leaving the Service Area for the day. For those complaints related to missed Collections that are received after 3:00 p.m. on a Work Day, the CONTRACTOR shall have until the end of the following Work Day to resolve the complaint. For those complaints related to repair or replacement of a Container, the appropriate Sections of this Contract shall apply.

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18.01.3 CONTRACTOR agrees that it is in the best interest of the CITY that all Residential Waste, City Waste and Recyclable Materials be Collected on the scheduled Collection day. Accordingly, missed Collections will normally be Collected as set forth above regardless of the reason that the Collection was missed. However, in the event a Service Recipient requests missed Collection service more than two (2) times in any consecutive two (2) month period the Contract Administrator will work with the CONTRACTOR to determine an appropriate resolution to that situation. In the event the CONTRACTOR believes any complaint to be without merit, CONTRACTOR shall notify the Contract Administrator, either by Fax or e-mail. The Contract Administrator will investigate all disputed complaints and render a final decision.

ARTICLE 19. Quality of Performance of Contractor

19.01 Intent. CONTRACTOR acknowledges and agrees that one of CITY'S primary goals in entering into this Contract is to ensure that the Collection Services are of the highest caliber, that Service Recipient satisfaction remains at the highest level, that maximum diversion levels are achieved, and that materials Collected are put to the highest and best use to the extent possible.

19.02 CONTRACTOR shall make every reasonable effort to maintain quality and continuity of staff assigned to perform the services required under this contract. In addition to the provisions set forth in this contract regarding changes in personnel, CONTRACTOR shall notify CITY of any changes in CONTRACTOR's staff positions of route supervisor, community relations manager, municipal services manager and recycling coordinator and shall obtain CITY approval of the designated staff member prior to hire and/or assignment to CITY.

19.02.1 Notwithstanding CITY approval of CONTRACTOR personnel, CONTRACTOR shall not be relieved from any liability resulting from services to be provided under this contract, nor shall CONTRACTOR be relieved from its obligation to ensure that its personnel maintain all requisite certifications, licenses, and the like, and CONTRACTOR shall ensure that its personnel at all times fully comply with the law.

19.03 Route Supervisor. CONTRACTOR shall assign a qualified supervisor to be in charge of the Collection Service within the Service Area. CONTRACTOR shall provide CITY with opportunity to interview and accept any new candidates for Route Supervisor. The supervisor shall be physically located in the Service Area and available to the Contract Administrator and CITY staff through the use of telecommunication equipment at all times that CONTRACTOR is providing Collection Services in the

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Service area. In the event the supervisor is unavailable due to illness or vacation, CONTRACTOR shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the supervisor.

19.04 Contract Manager. CONTRACTOR shall designate a Contract Manager and shall provide the name of that person in writing to the CITY annually by January 1st of each Contract Year of this Contract and any other time the person in that position changes. CONTRACTOR shall provide CITY with opportunity to interview and accept any new candidates for Route Supervisor. The Contract Manager shall be available to the CITY through the use of telecommunications equipment at all times that CONTRACTOR is providing Collection Services in the Service Area. The Contract Manager shall provide the CITY with an emergency phone number where the Contract Manager can be reached outside of normal business hours.

19.05 Administrative Charges. It shall be the duty of CONTRACTOR to perform services under this Contract in such a manner as to implement the goals set forth in Section 19.01 above. In the event CONTRACTOR fails to perform the services set forth in this Contract, CITY may assess an administrative charge against CONTRACTOR in the following amounts:

a.	Failure or neglect to resolve each complaint within the time set forth in this Contract.	\$500.00 per incident per Service Recipient
b.	Failure to clean up spillage or litter caused by CONTRACTOR.	\$300.00 per incident per location.
c.	Failure to repair damage to customer property caused by CONTRACTOR or its personnel.	\$500.00 per incident per location.
d.	Failure to maintain equipment in a clean, safe, and sanitary manner.	\$500.00 per incident per day.
e.	Failure to have a vehicle operator properly licensed.	\$500.00 per incident per day.
f.	Failure to maintain office hours as required by this Contract.	\$500.00 per incident per day.

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g.	Failure to maintain or timely submit to CITY all payments, documents and reports required under the provisions of this Contract.	\$500.00 per incident per day.
h.	Failure to properly cover materials in Collection vehicles.	\$500.00 per incident.
i.	Failure to display CONTRACTOR'S name and customer service phone number on Collection vehicles.	\$500.00 per incident per day.
j.	Failure to comply with the hours of operation as required by this Contract.	\$500.00 per incident per day.
k.	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection Service Work Day.	\$1,000.00 for each route not completed.
l.	Changing routes without proper notification to the Contract Administrator.	\$500.00 per incident per day.
m.	Commingling Garbage with Recyclable Materials or Organic Recyclable Materials during collection.	\$1,000.00 per incident.
n.	Commingling of materials Collected inside and outside the City of Citrus Heights during collection.	\$1,000.00 per incident.
o.	Failure to repair or replace damaged Containers within the time required by this Contract.	\$100.00 per incident per day.
p.	Failure to deliver or exchange Containers within the time required by this Contract.	\$100.00 per incident per day.
q.	Failure to have CONTRACTOR personnel in proper uniform.	\$100.00 per incident per day.
r.	Disposal of Recyclable Materials or Organic Recyclable Material, except for Residual materials, in the Disposal Facility without first obtaining the required permission of the CITY.	\$500.00 per occurrence
s.	Failure to provide required communications equipment.	\$100.00 per incident per day.

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t.	Failure to return Carts to an upright position after Collection	\$100.00 per incident per day.
u.	Failure to clean up street residue from Large Item Collection Service	\$100.00 per incident per day.
v.	Failure to transfer and/or deliver any Collected materials to the Disposal Facility, Materials Recovery Facility, or Organic Recyclable Material Processing Facility, as appropriate, except as otherwise expressly provided in this Contract.	\$5,000 first failure \$25,000 each subsequent failure
w.	Delivery to the Disposal Facility of any Residential Solid Waste Collected outside of the City boundaries of Citrus Heights commingled with that Collected as part of this Contract.	\$5,000 first delivery \$25,000 each subsequent delivery
x.	Failure to meet Vehicle Emission Standards Requirements.	\$10,000 per day per vehicle
y.	Failure to meet the minimum diversion requirements as set forth in Article 11 of this Contract (calculated per Contract Year as appropriate).	Shortfall of 0.001% - 2%: \$25,000. Shortfall of 2.001% or greater: \$50,000
z.	Failure to meet vehicle noise requirements.	\$100.00 per incident per day.
aa.	Failure to collect Large Items from at least 95% of the homes on the scheduled daily collection route.	\$1,000.00 per day.
bb.	Failure to collect all Large Items within forty-eight (48) hours of the scheduled collection day.	\$1,000.00 per day.
cc.	Failure to comply with any requirements of this Contract not specified in items a. through bb.	\$250.00 per incident

19.06 Procedure for Review of Administrative Charges. The Contract Administrator may assess administrative charges pursuant to this Article 19 on a

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monthly basis. At the end of each month during the term of this Contract, the Contract Administrator shall issue a written notice to CONTRACTOR ("Notice of Assessment") of the administrative charges assessed and the basis for each assessment.

19.06.1 The assessment shall become final unless, within ten (10) calendar days of the date of the notice of assessment, CONTRACTOR provides a written request for a meeting with the City Manager or the Manager's designee to present evidence that the assessment should not be made.

19.06.2 The Contract Administrator shall schedule a meeting between CONTRACTOR and the Manager or the Manager's designee as soon as reasonably possible after timely receipt of CONTRACTOR'S request.

19.06.3 The Manager or the Manager's designee shall review CONTRACTOR'S evidence and render a decision sustaining or reversing the administrative charges as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to CONTRACTOR.

19.06.4 In the event CONTRACTOR does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the Contract Administrator's determination shall be final and the administrative charges shall be paid within thirty (30) calendar days of the date of the Notice of Assessment.

19.06.5 CITY'S assessment or collection of administrative charges shall not prevent CITY from exercising any other right or remedy, including the right to terminate this Contract, for CONTRACTOR'S failure to perform the work and services in the manner set forth in this Contract.

ARTICLE 20. Performance Bond

20.01 Performance Bond. Within ten (10) calendar days from the date the City Council approves this Contract, the CONTRACTOR shall furnish to the CITY, and keep current, a Performance Bond in a form as set forth in Exhibit 5 which is included in and attached to this Contract, for the faithful performance of this Contract and all obligations arising hereunder in an amount as follows:

20.01.1 From ten (10) calendar days from the date the City Council approves this Contract, through December 31, 2027, CONTRACTOR shall maintain a performance bond in the amount of Five Hundred Thousand Dollars (\$500,000).

20.01.2 The performance bond shall be executed by a surety company licensed to do business in the State of California; having an "A-" or better rating by A. M. Best or Standard and Poors; and included on the list of surety companies approved by the Treasurer of the United States. On January 1, 2012, and annually thereafter, CONTRACTOR may request in writing that the CITY allow the performance bond to be reduced. The CITY shall, at the sole option of the CITY, respond to the request in writing within forty-five (45) calendar days of receipt of the written request. Nothing in this Contract shall require that the CITY approve the request of the CONTRACTOR nor shall the CITY have any obligation to provide CONTRACTOR with its reasoning for approving or denying the request.

20.01.3 Letter of Credit. As an alternative to the performance bond required by this Section 20.01, at CITY'S option, CONTRACTOR may deposit with CITY an irrevocable letter of credit in an amount as set forth in Section 20.01.1. If allowed, the letter of credit must be issued by an FDIC insured banking institution chartered to business in the state of California, in the CITY'S name, be callable at the discretion of the CITY and be in a form acceptable to the City Attorney. Nothing in this Section shall, in any way, obligate the CITY to accept a letter of credit in lieu of the performance bond.

ARTICLE 21. Insurance

21.01 Insurance Policies. CONTRACTOR shall secure and maintain throughout the term of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with CONTRACTOR'S performance of work or services under this Contract. CONTRACTOR'S performance of work or services shall include performance by CONTRACTOR'S employees, agents, representatives and subcontractors.

21.01.1 Minimum Scope of Insurance. Insurance coverage shall be at least this broad:

21.01.1.1 Insurance Services Office Form No. GL 0002 (Ed. 1/96) covering Comprehensive General Liability and Insurance Services Office Form No. GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), including X, C, U where applicable.

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21.01.1.2 Insurance Services Office Form No.CA 0001 (Ed. 12/93) covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage shall also include code 8, "hired autos" and code 9 "non-owned autos".

21.01.2 Workers' Compensation insurance as required by the California Labor Code and Employers Liability Insurance.

21.01.3 Hazardous Waste and Environmental Impairment Liability Insurance.

21.02 Minimum Limits of Insurance. CONTRACTOR shall maintain insurance limits no less than:

21.02.1 Comprehensive General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be \$5,000,000.

21.02.2 Automobile Liability: \$3,000,000 combined single limit per accident for bodily injury and property damage.

21.02.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$3,000,000 per accident.

21.02.4 Hazardous Waste and Environmental Impairment Liability: \$3,000,000 per occurrence.

21.03 Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, CITY. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retention as respects CITY, its officers, employees, agents, contractors and volunteers; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by CITY'S Risk Manager.

21.04 Endorsements. The policies are to contain, or be endorsed to contain, the following provisions:

21.04.1 General Liability and Automobile Liability Coverage.

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21.04.1.1 The endorsement must name the CITY, its officers, employees, agents, contractors and volunteers as additional insureds as respects: liability arising out of activities performed by, or on behalf of, CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, contractors and volunteers.

21.04.1.2 The endorsement must state that CONTRACTOR'S insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents, contractors and volunteers. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

21.04.1.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, officers, employees, agents, contractors and volunteers.

21.04.1.4 Coverage shall state that CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

21.04.1.5 The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion, if applicable, and add the Motor Carrier Act endorsement (MCS-90) TL 1005, TL1007.

21.04.2 All Coverage. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) calendar days prior written notice has been given to CITY.

21.05 Acceptability of Insurers. Insurance is to be placed with insurers acceptable to CITY.

21.06 Verification of Coverage. CONTRACTOR shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this Contract. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. CONTRACTOR shall furnish CITY with a new certificate of insurance and endorsements on each renewal of coverage or change of insurers.

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21.06.1 Proof of insurance shall be mailed as set forth in Article 39.

21.07 Subcontractors. CONTRACTOR shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

21.08 Modification of Insurance Requirements. The insurance requirements provided in this Contract may be modified or waived by CITY, in writing, upon the request of CONTRACTOR if the CITY determines such modification or waiver is in the best interest of CITY considering all relevant factors, including exposure to CITY.

21.09 Rights of Subrogation. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance. CONTRACTOR shall ensure that any companies issuing insurance to cover the requirements contained in this Contract agree that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which CITY is named as an additional insured shall not apply to CITY.

ARTICLE 22. Indemnification

22.01 Indemnification. CONTRACTOR shall indemnify and hold harmless CITY, CITY'S contractors, and the public officials, officers, directors, employees, agents, volunteers and other contractors of each of them, from and against any and all claims, costs, the cost of remediation and cost-recoveries pursuant to CERCLA, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals as well as all Court or other dispute resolution costs), liabilities, expenditures or causes of action of any kind, including negligent, reckless, willful or intentional acts or omissions of the CONTRACTOR, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any services or anyone for whose acts any of them may be liable arising from, relative to or caused by the performance of the services. This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease or death and to injury or destruction of tangible property. CONTRACTOR agrees, at CONTRACTOR'S expense, after written notice from the CITY, to defend any action against the CITY that falls within the scope of this indemnity, or the CITY, at the CITY'S option, may elect not to tender such defense and may elect instead to secure its own

attorneys to defend any such action and the reasonable costs and expenses of such attorneys incurred in defending such action shall be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notice from the CITY, fails to make any payment due under this Contract to the CITY, CONTRACTOR shall pay any reasonable attorneys' fees or costs incurred by the CITY in securing any such payment from CONTRACTOR. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from the CITY that such amount is due, be made by CONTRACTOR prior to the CITY being required to pay same, or in the alternative, the CITY, at the CITY'S option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse the CITY for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by CONTRACTOR of written notice from the CITY that such payment is due.

22.02 Indemnification for Failure to Meet AB 939 Goals. CONTRACTOR agrees to protect and defend CITY with counsel selected by CONTRACTOR and approved by CITY, to pay all attorneys' fees, and to indemnify and hold CITY harmless from and against all fines or penalties imposed by Cal Recycle if the diversion goals specified in California Public Resources Code Section 41780 as of the date hereof and hereafter throughout are not met by the CITY and if the lack in meeting such goals are attributable to the failure of the CONTRACTOR to implement and operate the recycling or diversion programs or undertake the related activities required by this Contract.

22.03 Consideration. It is specifically understood and agreed that the consideration inuring to the CONTRACTOR for the execution of this Contract consists of the promises, payments, covenants, rights and responsibilities contained in this Contract.

22.04 Obligation. The execution of this Contract by the CONTRACTOR shall obligate the CONTRACTOR to comply with the foregoing indemnification provision; however, the collateral obligation of providing insurance must also be complied with as set forth in Article 21 above.

22.05 Subcontractors. The CONTRACTOR shall require all subcontractors to enter into a contract containing the provisions set forth in the preceding subsection in which contract the subcontractor fully indemnifies the CITY in accordance with this Contract.

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22.06 Exception. Notwithstanding Sections 22.01, 22.02 and 22.03, CONTRACTOR'S obligation to indemnify, hold harmless and defend CITY, its officers and employees shall not extend to any loss, liability, penalty, damage, action or suit resulting from the sole negligence or willful misconduct of the CITY its officers or employees.

22.07 Damage by CONTRACTOR. If CONTRACTOR'S employees or subcontractors cause any injury, damage or loss to CITY property, including but not limited to CITY streets or curbs, CONTRACTOR shall reimburse CITY for CITY'S cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of CITY to be indemnified by CONTRACTOR for any such injury, damage or loss. With the prior written approval of CITY, CONTRACTOR may repair the damage at CONTRACTOR'S sole cost and expense.

ARTICLE 23. Default of Contract

23.01 Termination. The CITY may cancel this Contract, except as otherwise provided below in this Section, by giving the CONTRACTOR thirty (30) calendar days advance written notice, to be served as provided in Article 39, upon the happening of any one of the following events:

23.01.1 The CONTRACTOR shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

23.01.2 By order or decree of a Court, the CONTRACTOR shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the CONTRACTOR, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

23.01.3 By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board,

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agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the CONTRACTOR, and such possession or control shall continue in effect for a period of sixty (60) calendar days; or

23.01.4 The CONTRACTOR has defaulted, by failing or refusing to pay in a timely manner the administrative charges or other monies due the CITY and said default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

23.01.5 The CONTRACTOR has defaulted by allowing any final judgment for the payment of money to stand against it unsatisfied and said default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

23.01.6 In the event that the monies due the CITY under Section 23.01.3 above or an unsatisfied final judgment under Section 23.01.4 above is the subject of a judicial proceeding, the CONTRACTOR shall not be in default if the sum of money is bonded. All bonds shall be in the form acceptable to the CITY Attorney; or

23.01.7 The CONTRACTOR has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Contract or any of the rules and regulations promulgated by the CITY pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto and said default is not cured within thirty (30) calendar days of receipt of written notice by the CITY to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) calendar days following receipt by the CONTRACTOR of written demand from the CITY to do so, the CONTRACTOR fails to commence the remedy of such default within said thirty (30) calendar days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with the CONTRACTOR having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time). However, notwithstanding anything contained herein to the contrary, for the failure of the CONTRACTOR to provide Collection Services for a period of three (3) consecutive Work Days, the CITY may secure the CONTRACTOR'S records on the fourth (4th) Work Day in order to provide interim Collection services until such time as the matter is resolved and the CONTRACTOR is again able to perform pursuant to this Contract; provided, however, if the CONTRACTOR is unable for any reason or cause

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to resume performance at the end of thirty (30) calendar days all liability of the CITY under this Contract to the CONTRACTOR shall cease and this Contract may be deemed terminated by the CITY.

23.02 Violations. Notwithstanding the foregoing and as supplemental and additional means of termination of this Contract under this Article, in the event that the CONTRACTOR'S record of performance show that the CONTRACTOR has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by the CONTRACTOR, in the opinion of the CITY and regardless of whether the CONTRACTOR has corrected each individual condition of default, the CONTRACTOR shall be deemed a "habitual violator", shall be deemed to have waived the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The CITY shall thereupon issue the CONTRACTOR a final warning citing the circumstances therefore, and any single default by the CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Contract. In the event of any such subsequent default, the CITY may terminate this Contract upon giving of written final notice to the CONTRACTOR, such cancellation to be effective upon the date specified in the CITY'S written notice to the CONTRACTOR, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and the CONTRACTOR shall have no further rights hereunder. Immediately upon the specified date in such final notice the CONTRACTOR shall proceed to cease any further performance under this Contract.

23.03 Effective Date. In the event of the aforesaid events specified above, and except as otherwise provided in said subsections, termination shall be effective upon the date specified in the CITY'S written notice to the CONTRACTOR and upon said date this Contract shall be deemed immediately terminated and upon such termination all liability of the CITY under this Contract to the CONTRACTOR shall cease, and the CITY shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified services. The CONTRACTOR for failure to perform shall reimburse the CITY all direct and indirect costs of providing interim Collection Services.

23.04 Immediate Termination. CITY may terminate this Contract immediately upon written notice to CONTRACTOR in the event CONTRACTOR fails to provide and maintain the performance bond as required by this Contract, CONTRACTOR fails to obtain or maintain insurance policies endorsements as required by this Contract,

CONTRACTOR fails to provide the proof of insurance as required by this Contract, or CONTRACTOR offers or gives any gift prohibited by CITY Municipal Code or state law.

23.05 Termination Cumulative. CITY'S right to terminate this Contract is cumulative to any other rights and remedies provided by law or by this Contract.

ARTICLE 24. Modifications to the Contract

24.01 Modifications. The CITY shall have the power to make changes in this Contract as the result of changes in law, changes in the City of Citrus Heights Municipal Code, or both, to impose new rules and regulations on the CONTRACTOR under this Contract relative to the scope and methods of providing Collection Services as shall from time-to-time be necessary and desirable for the public welfare. The CITY shall give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Collection Services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the CONTRACTOR.

24.02 Change in Law. The CITY and the CONTRACTOR understand and agree that the California Legislature and other federal, state and local governmental and regulatory bodies have the authority to make comprehensive changes in Solid Waste Management legislation, including the addition of, or increases to existing, governmental fees and surcharges not in effect at the time of the execution of this Contract, and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Contract, which would otherwise alter the manner in which CONTRACTOR performs its services under this Contract. The CONTRACTOR also agrees that the terms and provisions of the City of Citrus Heights Code, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Contract and the Service Recipients of the CONTRACTOR located within the Service Area. In the event any future change in law or in the City Code materially alters the obligations of the CONTRACTOR, then the affected maximum service rates, as set forth in Exhibit 1 of this Contract shall be adjusted. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The CITY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Contract, the CITY and the CONTRACTOR shall

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negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Contract under this Article. The CITY and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

ARTICLE 25. Legal Representation

25.01 Acknowledgement. It is acknowledged that each party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Contract and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

ARTICLE 26. Financial Interest

26.01 Representation. CONTRACTOR warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Contract or the compensation to be paid under it and, further, that no CITY employee who acts in the CITY as a "purchasing agent" as defined in the appropriate Section of California Statutes, nor any elected or appointed officer of the CITY, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the CONTRACTOR and, further, that no such CITY employee, purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of three percent (3%) or more of the total assets or capital stock of the CONTRACTOR.

ARTICLE 27. Contractor's Personnel

27.01 Personnel Requirements. The CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. The CONTRACTOR shall be responsible for ensuring that its employees comply with all Applicable Laws and regulations and meet all federal, state and local requirements related to their employment and position.

27.01.1 The CITY may request the transfer of any employee of the CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.

27.01.2 CONTRACTOR'S field operations personnel shall be required to wear a clean uniform shirt bearing the CONTRACTOR'S name.

CONTRACTOR'S employees, who normally come into direct contact with the public, including drivers, shall bear some means of individual photographic identification such as a name tag or identification card.

27.01.3 Each driver of a Collection vehicle shall at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.

27.01.4 Each driver of a Collection vehicle shall at all times comply with all applicable state and federal laws, regulations and requirements.

27.01.5 CONTRACTOR'S employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of the CITY.

27.01.6 The CONTRACTOR'S name and the Customer Service telephone number shall be properly displayed on all Collection vehicles.

ARTICLE 28. Exempt Waste

28.01 The CONTRACTOR shall not be required to Collect or dispose of Exempt Waste, but may offer such services. All such Collection and disposal of Exempt Waste is not regulated under this Contract, but if provided by the CONTRACTOR shall be in strict compliance with all federal, state and local laws and regulations. If CONTRACTOR decides at its sole discretion to offer such services, said services are outside the scope of this Contract and at the sole risk of the CONTRACTOR.

ARTICLE 29. Independent Contractor

29.01 In the performance of services pursuant to this Contract, CONTRACTOR shall be an independent contractor and not an officer, agent, servant or employee of CITY. CONTRACTOR shall have exclusive control of the details of the services and work performed and over all persons performing such services and work. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither CONTRACTOR nor its officers, employees, agents, contractors or subcontractors shall obtain any right to retirement benefits, Workers Compensation benefits, or any other benefits which accrued to CITY employees and CONTRACTOR expressly waives any claim it may have or acquire to such benefits.

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ARTICLE 30. Laws to Govern

30.01 The law of the State of California shall govern the rights, obligations, duties and liabilities of CITY and CONTRACTOR under this Contract and shall govern the interpretation of this Contract.

ARTICLE 31. Consent to Jurisdiction

31.01 The parties agree that any litigation between CITY and CONTRACTOR concerning or arising out of this Contract shall be filed and maintained exclusively in the Municipal or Superior Courts of Sacramento County, State of California, or in the United States District Court for the Eastern District of California to the fullest extent permissible by law. Each party consents to service of process in any manner authorized by California law.

ARTICLE 32. Assignment

32.01 No assignment of this Contract or any right occurring under this Contract shall be made in whole or in part by the CONTRACTOR without the express written consent of the CITY. The CITY shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the CONTRACTOR. Any assignment of this Contract made by the CONTRACTOR without the express written consent of the CITY shall be null and void and shall be grounds for the CITY to declare a default of this Contract and immediately terminate this Contract by giving written notice to the CONTRACTOR, and upon the date of such notice this Contract shall be deemed immediately terminated, and upon such termination all liability of the CITY under this Contract to the CONTRACTOR shall cease, and the CITY shall have the right to call the performance bond and shall be free to negotiate with other contractors, the CONTRACTOR, or any other person or company for the service which is the subject of this Contract. In the event of any assignment, the assignee shall fully assume all the liabilities of the CONTRACTOR.

32.02 The use of a subcontractor to perform services under this Contract shall not constitute delegation of CONTRACTOR'S duties provided that CONTRACTOR has received prior written authorization from the Contract Administrator to subcontract such services and the Contract Administrator has approved a subcontractor who will perform such services. CONTRACTOR shall be responsible for directing the work of CONTRACTOR'S subcontractors and any compensation due or payable to CONTRACTOR'S subcontractor shall be the sole responsibility of CONTRACTOR. The Contract Administrator shall have the right to require the removal of any approved

subcontractor for reasonable cause. The subcontractors listed in Exhibit 6, which is attached to and incorporated in this Contract, are hereby approved by the CITY.

ARTICLE 33. Compliance with Laws

33.01 In the performance of this Contract, CONTRACTOR shall comply with all Applicable Laws, regulations, ordinances and codes of the federal, state and local governments, including without limitation the Citrus Heights Municipal Code.

33.02 CITY shall provide written notice to CONTRACTOR of any planned amendment to the Citrus Heights Municipal Code that would substantially affect the performance of CONTRACTOR'S services pursuant to this Contract. Such notice shall be provided at least thirty (30) calendar days prior to the City Council's approval of such an amendment.

ARTICLE 34. Permits and Licenses

34.01 CONTRACTOR shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the term of this Contract. CONTRACTOR shall provide proof of such permits, licenses or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses and approvals upon the request of the Contract Administrator.

ARTICLE 35. Ownership of Written Materials

35.01 All reports, documents, brochures, public education materials, and other written, printed, electronic or photographic materials developed by CITY or CONTRACTOR in connection with the services to be performed under this Contract, whether developed directly or indirectly by CITY or CONTRACTOR shall be and shall remain the property of CITY without limitation or restrictions on the use of such materials by CITY. CONTRACTOR shall not use such materials in connection with any project not connected with this Contract without the prior written consent of the Contract Administrator. This Article 35 does not apply to ideas or concepts described in such materials and do not apply to the format of such materials.

ARTICLE 36. Waiver

36.01 Waiver by CITY or CONTRACTOR of any breach for violation of any term covenant or condition of this Contract shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach or violation of the same or

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of any other term, covenant or condition. The subsequent acceptance by CITY of any fee, tax, or any other monies which may become due from CONTRACTOR to CITY shall not be deemed to be a waiver by CITY of any breach for violation of any term, covenant or condition of this Contract.

ARTICLE 37. Prohibition Against Gifts

37.01 CONTRACTOR represents that CONTRACTOR is familiar with and shall not violate applicable California laws regarding the acceptance of gifts by a CITY officer or designated employee.

ARTICLE 38. Point of Contact

38.01 The day-to-day dealings between the CONTRACTOR and the CITY shall be between the CONTRACTOR and the Contract Administrator.

ARTICLE 39. Notices

39.01 Except as provided herein, whenever either party desires to give notice to the other, it must be given by written notice addressed to the party for whom it is intended, at the place last specified and to the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

As to the CITY:

Mary Poole
Contract Administrator
City of Citrus Heights
6360 Fountain Square
Citrus Heights, CA 95621
Telephone: (916) 727-4730
E-mail: mpoole@citrusheights.net

As to the CONTRACTOR:

Antonio Perez, General Manager
Republic Services Inc.
3326 Fitzgerald Road
Rancho Cordova, CA 95742
Telephone: (916) 438-5072
E-Mail: APerez7@republicservices.com

39.02 Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made by written notice. Facsimile transmission is acceptable notice, effective when received, however, facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of items that are transmitted by facsimile equipment must also be mailed as required herein.

39.03 Notice by CITY to CONTRACTOR of a Collection or other Service Recipient problem or complaint may be given to CONTRACTOR orally by telephone at CONTRACTOR'S local office with confirmation sent to CONTRACTOR through the Customer Service System by the end of the Work Day.

ARTICLE 40. Transition to Next Contractor

40.01 In the event CONTRACTOR is not awarded a Contract to continue to provide Collection Services following the expiration or early termination of this Contract, CONTRACTOR shall cooperate fully with CITY and any subsequent contractors to assure a smooth transition of services described in this Contract. Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and list of Service Recipients; providing a complete inventory of all Containers; providing adequate labor and equipment to complete performance of all Collection Services required under this Contract; taking all actions necessary to transfer ownership of Containers, as appropriate, to CITY; including transporting such containers to a location within the Service Area designated by the Contract Administrator; coordinating Collection of materials set out in new containers if new containers are provided for a subsequent Contract and providing other reports and data required by this Contract.

ARTICLE 41. Contractor's Records

41.01 CONTRACTOR shall maintain any and all letters, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Service Recipients for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this Contract.

41.02 CONTRACTOR shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of three (3) years,

City of Citrus Heights

Collection Services Contract

or for any longer period required by law, from the date of termination or completion of this Contract.

41.03 Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Contract Administrator, the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at the CITY offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at CONTRACTOR'S address indicated for receipt of notices in this Contract.

41.04 Where CITY has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of CONTRACTOR'S business, CITY may, by written request or demand of any of the above named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR'S representatives, or CONTRACTOR'S successor-in-interest.

ARTICLE 42. Entire Contract

42.01 This Contract and the Exhibits attached hereto constitute the entire Contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto. Any prior oral or written discussions, communications, or understandings between the parties shall be of no legal effect unless specifically incorporated in this written Contract and/or the addendums thereto.

ARTICLE 43. Severability

43.01 If any provision of this Contract or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Contract and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

ARTICLE 44. Right to Require Performance

44.01 The failure of the CITY at any time to require performance by the CONTRACTOR of any provision hereof shall in no way affect the right of the CITY

thereafter to enforce same. Nor shall waiver by the CITY of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE 45. All Prior Contracts Superseded

45.01 This document incorporates and includes all prior negotiations, correspondence, conversations, Contracts and understandings applicable to the matters contained in this Contract and the parties agree that there are no commitments, Contracts or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Contract shall be predicated upon any prior representations or Contracts, whether oral or written.

ARTICLE 46. Headings

46.01 Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Contract.

ARTICLE 47. Exhibits

47.01 Each Exhibit referred to in this Contract forms an essential part of this Contract. Each such Exhibit is a part of this Contract and each is incorporated by this reference.

ARTICLE 48. Effective Date

48.01 This Amended and Restated Contract shall become effective at such time as it is properly executed by the CITY and the CONTRACTOR and the CONTRACTOR shall begin Collection Services, as covered herein, as of October 28, 2021.

City of Citrus Heights

Collection Services Contract

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this Contract on the respective date(s) below each signature.

CITY OF CITRUS HEIGHTS

CONTRACTOR

A Municipal Corporation

DocuSigned by:
By: Christopher W. Boyd

Name: Christopher W. Boyd

Title: Interim City Manager

Date: 11/29/2021

By: Michael Caprio

Name: Michael Caprio

Title: Area President - Vice President

Date: Nov. 18, 2021

ATTEST:

DocuSigned by:
Amy Van
Amy Van, City Clerk

APPROVED AS TO FORM

DocuSigned by:
Ryan Jones
Ryan R. Jones, City Attorney

Exhibit 1A
City of Citrus Heights, CA
Service Rate Sheets

Effective January 1, 2022 through June 30, 2022

Cart Size -- Single Family Residential Collection	Total Monthly Rates Effective 1/1/22
Basic Service Rates	
32 Gallon per Month (Includes Admin Fee)	\$21.27
64 Gallon per Month (Includes Admin Fee)	\$23.61
96 Gallon per Month (Includes Admin Fee)	\$29.37
Admin Fee	\$1.26
Miscellaneous	
CONTRACTOR Scheduled Large Item Collection / Neighborhood Cleanup – (3 per year) up to 10 CY per collection	\$0.00
Contractor Schedule Large Item Collection / Neighborhood Cleanup Excessive Pile Fee (Collection Fee for piles in excess of 10 CY)	\$101.84
CONTRACTOR Scheduled Large Item Collection Each Additional Yard Over 10 Yards	\$6.28
Service Recipient Scheduled Large Item Collection (up to 2 CY per collection)	\$101.84
Service Recipient Scheduled Large Item Collection (each additional CY - after first 2 CY) ¹	\$6.28
Improper Large Item Collection (each occurrence)	\$150.00
Improper Large Item Collection (per cubic yard)	\$30.00
City Additional Yard Over 600 Yards	\$5.70
Motor Oil & Oil Filters (Recycle Day)	\$0.00
Sharps Pickup	\$0.00
Battery Pickup (Recycle Day)	\$0.00
Leaf Collection (Fall only - 6 bags on service day)	\$0.00
Leaf Collection Additional Bags (Fall Only - each additional bag above 6)	\$6.58
Gray Cart (Same Day)	\$5.70

¹ Service Recipient Schedule Large Item Collection Service may be cancelled by Contract Administrator or City Council direction at any time.

City of Citrus Heights**Collection Services Contract**

Exhibit 1A
City of Citrus Heights, CA
Service Rate Sheets

Effective January 1, 2022 through June 30, 2022

Cart Size -- Single Family Residential Collection	Total Monthly Rates Effective 1/1/22
Gray Cart (Next Day)	\$9.70
Blue Cart (Same Day)	\$0.00
Blue Cart (Next Day)	\$8.09
Green Cart (Same Day)	\$5.24
Green Cart (Next Day)	\$9.20
Disabled Service	\$0.00
Walk-In Service	\$16.21
Drive Way Service	\$8.64
Extra 32-Gallon Gray Cart	\$9.39
Extra 64-Gallon Gary Cart	\$11.31
Extra 96-Gallon Gray Cart	\$14.91
1 Extra Blue <u>or</u> Green Cart (above 1 each)	\$0.00
Extra Blue Cart	\$2.94
Extra Green Cart	\$4.28
Cart Exchange/Delivery (more than 1 per year)	\$28.56

Cart Replacement Rates	
32-Gallon Cart	\$64.87
64-Gallon Cart	\$74.22
96-Gallon Cart	\$79.47

Exhibit 1B

City of Citrus Heights, CA
Service Rate Sheets*Effective July 1, 2022 through December 31, 2022*

Cart Size -- Single Family Residential Collection	Total Monthly Rates Effective 7/1/22
Basic Service Rates	
32 Gallon per Month (Includes Admin Fee)	\$26.81
64 Gallon per Month (Includes Admin Fee)	\$29.80
96 Gallon per Month (Includes Admin Fee)	\$37.15
Admin Fee (included in the basic service rates)	\$1.26
Miscellaneous	
Contractor Schedule Large Item Collection / Neighborhood Cleanup (3 per year) up to 10 CY per Collection	\$0.00
Contractor Schedule Large Item Collection / Neighborhood Cleanup Excessive Pile Fee (Collection Fee for piles in excess of 10 CY)	\$101.84
CONTRACTOR scheduled Large Item Collection Each Additional Yard Over 10 Yards	\$6.28
Service Recipient Scheduled Large Item Collection ¹ (up to 2 Yards)	\$101.84
Service Recipient Scheduled Large Item Collection Each Additional Yard Over 2 Yards	\$30.00
Improper Large Item Collection (each occurrence)	\$150.00
Improper Large Item Collection (per cubic yard)	\$30.00
City Additional Yard Over 600 Yards	\$5.70
Motor Oil & Oil Filters (Recycle Day)	\$0.00
Sharps Pickup	\$0.00
Battery Pickup (Recycle Day)	\$0.00
Leaf Collection (Fall only - 6 bags on service day)	\$0.00
Leaf Collection Additional Bags (Fall Only - each additional bag above 6)	\$8.25
Gray Container (per Cart) (Same Day)	\$5.70
Gray Container (per Cart) (Next Day)	\$9.70
Blue Container (per Cart) (Same Day)	\$0.00
Blue Container (per Cart) (Next Day)	\$8.27
Green Container (per Cart) (Same Day)	\$6.57
Green Container (per Cart) (Next Day)	\$11.54

City of Citrus Heights**Collection Services Contract**

Exhibit 1B**City of Citrus Heights, CA
Service Rate Sheets*****Effective July 1, 2022 through December 31, 2022***

Cart Size -- Single Family Residential Collection	Total Monthly Rates Effective 7/1/22
Disabled Service	\$0.00
Walk-In Service	\$16.21
Drive Way Service	\$8.64
Extra 32-Gallon Gray Cart	\$9.39
Extra 64-Gallon Gray Cart	\$11.31
Extra 96-Gallon Gray Cart	\$14.91
1 Additional Blue Cart (after 1)	\$0.00
Extra Blue Cart (after 2)	\$3.01
Extra Green Cart (after 1)	\$14.00
Contamination Surcharge ²	\$22.00
Cart Exchange/Delivery (more than 1 per year)	\$28.56

¹Service Recipient Scheduled Large Item Collection Service may be cancelled by Contract Administrator or by City Council direction at any time.

²Effective 6 months after Food Material Collection Service has been implemented.

Cart Replacement Rates	
32-Gallon Cart	\$64.87
64-Gallon Cart	\$74.22
96-Gallon Cart	\$79.47

City of Citrus Heights

Collection Services Contract

Exhibit 1C

City of Citrus Heights, CA
Service Rate Sheets

Effective January 1, 2023 through December 31, 2023

Cart Size -- Single Family Residential Collection	Minimum Monthly Rates Effective 1/1/23	Maximum Monthly Rates Effective 1/1/23
Basic Service Rates		
32 Gallon per Month (Includes Admin Fee)	\$27.28	\$27.74
64 Gallon per Month (Includes Admin Fee)	\$30.32	\$30.84
96 Gallon per Month (Includes Admin Fee)	\$37.80	\$38.45
Admin Fee (included in the basic service rates)	\$1.28	\$1.30
Miscellaneous		
Contractor Schedule Large Item Collection / Neighborhood Cleanup (3 per year) up to 10 CY per Collection	\$0.00	\$0.00
Contractor Schedule Large Item Collection / Neighborhood Cleanup Excessive Pile Fee (Collection Fee for piles in excess of 10 CY)	\$103.62	\$105.40
CONTRACTOR scheduled Large Item Collection Each Additional Yard Over 10 Yards	\$30.53	\$31.05
Service Recipient Scheduled Large Item Collection ¹ (up to 2 Yards)	\$103.62	\$105.40
Service Recipient Scheduled Large Item Collection Each Additional Yard Over 2 Yards	\$30.53	\$31.05
Improper Large Item Collection (each occurrence)	\$152.63	\$155.25
Improper Large Item Collection (per cubic yard)	\$6.39	\$6.50
City Additional Yard Over 600 Yards	\$5.80	\$5.90
Motor Oil & Oil Filters (Recycle Day)	\$0.00	\$0.00
Sharps Pickup	\$0.00	\$0.00
Battery Pickup (Recycle Day)	\$0.00	\$0.00
Leaf Collection (Fall only - 6 bags on service day)	\$0.00	\$0.00
Leaf Collection Additional Bags (Fall Only - each additional bag above 6)	\$8.39	\$8.54
Gray Container (per Cart) (Same Day)	\$5.80	\$5.90
Gray Container (per Cart) (Next Day)	\$9.87	\$10.04
Blue Container (per Cart) (Same Day)	\$0.00	\$0.00
Blue Container (per Cart) (Next Day)	\$8.41	\$8.56
Green Container (per Cart) (Same Day)	\$6.68	\$6.80
Green Container (per Cart) (Next Day)	\$11.74	\$11.94

City of Citrus Heights**Collection Services Contract**

Exhibit 1C**City of Citrus Heights, CA
Service Rate Sheets*****Effective January 1, 2023 through December 31, 2023***

Cart Size -- Single Family Residential Collection	Minimum Monthly Rates Effective 1/1/23	Maximum Monthly Rates Effective 1/1/23
Disabled Service	\$0.00	\$0.00
Walk-In Service	\$16.49	\$16.78
Drive Way Service	\$8.79	\$8.94
Extra 32-Gallon Gray Cart	\$9.55	\$9.72
Extra 64-Gallon Gray Cart	\$11.51	\$11.71
Extra 96-Gallon Gray Cart	\$15.17	\$15.43
1 Additional Blue Cart (after 1)	\$0.00	\$0.00
Extra Blue Cart (after 2)	\$3.06	\$3.12
Extra Green Cart (after 1)	\$14.25	\$14.49
Contamination Surcharge ²	\$22.39	\$22.77
Cart Exchange/Delivery (more than 1 per year)	\$29.06	\$29.56

¹Service Recipient Scheduled Large Item Collection Service may be cancelled by Contract Administrator or by City Council direction at any time.

²Effective 6 months after Food Material Collection Service has been implemented.

Cart Replacement Rates		
32-Gallon Cart	\$66.01	\$67.14
64-Gallon Cart	\$75.52	\$76.82
96-Gallon Cart	\$80.86	\$82.25

City of Citrus Heights

Collection Services Contract

Exhibit 1D

City of Citrus Heights, CA
Service Rate Sheets*Effective January 1, 2024 through December 31, 2024*

Cart Size -- Single Family Residential Collection	Minimum Monthly Rates Effective 1/1/24	Maximum Monthly Rates Effective 1/1/24
Basic Service Rates		
32 Gallon per Month (Includes Admin Fee)	\$27.76	\$28.72
64 Gallon per Month (Includes Admin Fee)	\$30.85	\$31.92
96 Gallon per Month (Includes Admin Fee)	\$38.46	\$39.80
Admin Fee (included in the basic service rates)	\$1.30	\$1.35
Miscellaneous		
Contractor Schedule Large Item Collection / Neighborhood Cleanup (3 per year) up to 10 CY per Collection	\$0.00	\$0.00
Contractor Schedule Large Item Collection / Neighborhood Cleanup Excessive Pile Fee (Collection Fee for piles in excess of 10 CY)	\$105.43	\$109.09
CONTRACTOR scheduled Large Item Collection Each Additional Yard Over 10 Yards	\$31.06	\$32.14
Service Recipient Scheduled Large Item Collection ¹ (up to 2 Yards)	\$105.43	\$109.09
Service Recipient Scheduled Large Item Collection Each Additional Yard Over 2 Yards	\$31.06	\$32.14
Improper Large Item Collection (each occurrence)	\$155.30	\$160.68
Improper Large Item Collection (per cubic yard)	\$6.50	\$6.73
City Additional Yard Over 600 Yards	\$5.90	\$6.11
Motor Oil & Oil Filters (Recycle Day)	\$0.00	\$0.00
Sharps Pickup	\$0.00	\$0.00
Battery Pickup (Recycle Day)	\$0.00	\$0.00
Leaf Collection (Fall only - 6 bags on service day)	\$0.00	\$0.00
Leaf Collection Additional Bags (Fall Only - each additional bag above 6)	\$8.54	\$8.84
Gray Container (per Cart) (Same Day)	\$5.90	\$6.11
Gray Container (per Cart) (Next Day)	\$10.04	\$10.39
Blue Container (per Cart) (Same Day)	\$0.00	\$0.00
Blue Container (per Cart) (Next Day)	\$8.56	\$8.86
Green Container (per Cart) (Same Day)	\$6.80	\$7.04
Green Container (per Cart) (Next Day)	\$11.95	\$12.36

City of Citrus Heights**Collection Services Contract**

Exhibit 1D**City of Citrus Heights, CA
Service Rate Sheets*****Effective January 1, 2024 through December 31, 2024***

Cart Size -- Single Family Residential Collection	Minimum Monthly Rates Effective 1/1/24	Maximum Monthly Rates Effective 1/1/24
Disabled Service	\$0.00	\$0.00
Walk-In Service	\$16.78	\$17.37
Drive Way Service	\$8.94	\$9.25
Extra 32-Gallon Gray Cart	\$9.72	\$10.06
Extra 64-Gallon Gray Cart	\$11.71	\$12.12
Extra 96-Gallon Gray Cart	\$15.44	\$15.97
1 Additional Blue Cart (after 1)	\$0.00	\$0.00
Extra Blue Cart (after 2)	\$3.11	\$3.23
Extra Green Cart (after 1)	\$14.50	\$15.00
Contamination Surcharge ²	\$22.78	\$23.57
Cart Exchange/Delivery (more than 1 per year)	\$29.57	\$30.59

¹Service Recipient Scheduled Large Item Collection Service may be cancelled by Contract Administrator or by City Council direction at any time.

²Effective 6 months after Food Material Collection Service has been implemented.

Cart Replacement Rates		
32-Gallon Cart	\$67.17	\$69.49
64-Gallon Cart	\$76.84	\$79.51
96-Gallon Cart	\$82.28	\$85.13

City of Citrus Heights

Collection Services Contract

Exhibit 1E

City of Citrus Heights, CA
Service Rate Sheets*Effective January 1, 2025 through December 31, 2025*

Cart Size -- Single Family Residential Collection	Minimum Monthly Rates Effective 1/1/25	Maximum Monthly Rates Effective 1/1/25
Basic Service Rates		
32 Gallon per Month (Includes Admin Fee)	\$28.24	\$29.73
64 Gallon per Month (Includes Admin Fee)	\$31.39	\$33.04
96 Gallon per Month (Includes Admin Fee)	\$39.13	\$41.20
Admin Fee (included in the basic service rates)	\$1.32	\$1.40
Miscellaneous		
Contractor Schedule Large Item Collection / Neighborhood Cleanup (3 per year) up to 10 CY per Collection	\$0.00	\$0.00
Contractor Schedule Large Item Collection / Neighborhood Cleanup Excessive Pile Fee (Collection Fee for piles in excess of 10 CY)	\$107.28	\$112.91
CONTRACTOR scheduled Large Item Collection Each Additional Yard Over 10 Yards	\$31.60	\$33.26
Service Recipient Scheduled Large Item Collection ¹ (up to 2 Yards)	\$107.28	\$112.91
Service Recipient Scheduled Large Item Collection Each Additional Yard Over 2 Yards	\$31.60	\$33.26
Improper Large Item Collection (each occurrence)	\$158.02	\$166.30
Improper Large Item Collection (per cubic yard)	\$6.61	\$6.97
City Additional Yard Over 600 Yards	\$6.00	\$6.32
Motor Oil & Oil Filters (Recycle Day)	\$0.00	\$0.00
Sharps Pickup	\$0.00	\$0.00
Battery Pickup (Recycle Day)	\$0.00	\$0.00
Leaf Collection (Fall only - 6 bags on service day)	\$0.00	\$0.00
Leaf Collection Additional Bags (Fall Only - each additional bag above 6)	\$8.69	\$9.15
Gray Container (per Cart) (Same Day)	\$6.00	\$6.32
Gray Container (per Cart) (Next Day)	\$10.22	\$10.75
Blue Container (per Cart) (Same Day)	\$0.00	\$0.00
Blue Container (per Cart) (Next Day)	\$8.71	\$9.17
Green Container (per Cart) (Same Day)	\$6.92	\$7.29
Green Container (per Cart) (Next Day)	\$12.16	\$12.79

City of Citrus Heights

Collection Services Contract

Exhibit 1E

**City of Citrus Heights, CA
Service Rate Sheets**

Effective January 1, 2025 through December 31, 2025

Cart Size -- Single Family Residential Collection	Minimum Monthly Rates Effective 1/1/25	Maximum Monthly Rates Effective 1/1/25
Disabled Service	\$0.00	\$0.00
Walk-In Service	\$17.07	\$17.98
Drive Way Service	\$9.10	\$9.57
Extra 32-Gallon Gray Cart	\$9.89	\$10.41
Extra 64-Gallon Gray Cart	\$11.91	\$12.54
Extra 96-Gallon Gray Cart	\$15.71	\$16.53
1 Additional Blue Cart (after 1)	\$0.00	\$0.00
Extra Blue Cart (after 2)	\$3.16	\$3.34
Extra Green Cart (after 1)	\$14.75	\$15.53
Contamination Surcharge ²	\$23.18	\$24.39
Cart Exchange/Delivery (more than 1 per year)	\$30.09	\$31.66

¹Service Recipient Scheduled Large Item Collection Service may be cancelled by Contract Administrator or by City Council direction at any time.

²Effective 6 months after Food Material Collection Service has been implemented.

Cart Replacement Rates		
32-Gallon Cart	\$68.35	\$71.92
64-Gallon Cart	\$78.18	\$82.29
96-Gallon Cart	\$83.72	\$88.11

City of Citrus Heights

Collection Services Contract

Exhibit 1F

City of Citrus Heights, CA
Service Rate Sheets*Effective January 1, 2026 through December 31, 2026*

Cart Size -- Single Family Residential Collection	Minimum Monthly Rates Effective 1/1/26	Maximum Monthly Rates Effective 1/1/26
Basic Service Rates		
32 Gallon per Month (Includes Admin Fee)	\$28.73	\$30.77
64 Gallon per Month (Includes Admin Fee)	\$31.94	\$34.20
96 Gallon per Month (Includes Admin Fee)	\$39.81	\$42.64
Admin Fee (included in the basic service rates)	\$1.34	\$1.45
Miscellaneous		
Contractor Schedule Large Item Collection / Neighborhood Cleanup (3 per year) up to 10 CY per Collection	\$0.00	\$0.00
Contractor Schedule Large Item Collection / Neighborhood Cleanup Excessive Pile Fee (Collection Fee for piles in excess of 10 CY)	\$109.16	\$116.86
CONTRACTOR scheduled Large Item Collection Each Additional Yard Over 10 Yards	\$32.15	\$34.42
Service Recipient Scheduled Large Item Collection ¹ (up to 2 Yards)	\$109.16	\$116.86
Service Recipient Scheduled Large Item Collection Each Additional Yard Over 2 Yards	\$32.15	\$34.42
Improper Large Item Collection (each occurrence)	\$160.79	\$172.12
Improper Large Item Collection (per cubic yard)	\$6.73	\$7.21
City Additional Yard Over 600 Yards	\$6.11	\$6.54
Motor Oil & Oil Filters (Recycle Day)	\$0.00	\$0.00
Sharps Pickup	\$0.00	\$0.00
Battery Pickup (Recycle Day)	\$0.00	\$0.00
Leaf Collection (Fall only - 6 bags on service day)	\$0.00	\$0.00
Leaf Collection Additional Bags (Fall Only - each additional bag above 6)	\$8.84	\$9.47
Gray Container (per Cart) (Same Day)	\$6.11	\$6.54
Gray Container (per Cart) (Next Day)	\$10.40	\$11.13
Blue Container (per Cart) (Same Day)	\$0.00	\$0.00
Blue Container (per Cart) (Next Day)	\$8.86	\$9.49
Green Container (per Cart) (Same Day)	\$7.04	\$7.55
Green Container (per Cart) (Next Day)	\$12.37	\$13.24

City of Citrus Heights**Collection Services Contract**

Exhibit 1F**City of Citrus Heights, CA
Service Rate Sheets*****Effective January 1, 2026 through December 31, 2026***

Cart Size -- Single Family Residential Collection	Minimum Monthly Rates Effective 1/1/26	Maximum Monthly Rates Effective 1/1/26
Disabled Service	\$0.00	\$0.00
Walk-In Service	\$17.37	\$18.61
Drive Way Service	\$9.26	\$9.90
Extra 32-Gallon Gray Cart	\$10.06	\$10.77
Extra 64-Gallon Gray Cart	\$12.12	\$12.98
Extra 96-Gallon Gray Cart	\$15.98	\$17.11
1 Additional Blue Cart (after 1)	\$0.00	\$0.00
Extra Blue Cart (after 2)	\$3.22	\$3.46
Extra Green Cart (after 1)	\$15.01	\$16.07
Contamination Surcharge ²	\$23.59	\$25.24
Cart Exchange/Delivery (more than 1 per year)	\$30.62	\$32.77

¹Service Recipient Scheduled Large Item Collection Service may be cancelled by Contract Administrator or by City Council direction at any time.

²Effective 6 months after Food Material Collection Service has been implemented.

Cart Replacement Rates		
32-Gallon Cart	\$69.55	\$74.44
64-Gallon Cart	\$79.55	\$85.17
96-Gallon Cart	\$85.19	\$91.19

City of Citrus Heights

Collection Services Contract

Exhibit 1G

City of Citrus Heights, CA
Service Rate Sheets*Effective January 1, 2027 through December 31, 2027*

Cart Size -- Single Family Residential Collection	Minimum Monthly Rates Effective 1/1/27	Maximum Monthly Rates Effective 1/1/27
Basic Service Rates		
32 Gallon per Month (Includes Admin Fee)	\$29.23	\$31.85
64 Gallon per Month (Includes Admin Fee)	\$32.50	\$35.40
96 Gallon per Month (Includes Admin Fee)	\$40.50	\$44.13
Admin Fee (included in the basic service rates)	\$1.36	\$1.50
Miscellaneous		
Contractor Schedule Large Item Collection / Neighborhood Cleanup (3 per year) up to 10 CY per Collection	\$0.00	\$0.00
Contractor Schedule Large Item Collection / Neighborhood Cleanup Excessive Pile Fee (Collection Fee for piles in excess of 10 CY)	\$111.07	\$120.95
CONTRACTOR scheduled Large Item Collection Each Additional Yard Over 10 Yards	\$32.71	\$35.62
Service Recipient Scheduled Large Item Collection ¹ (up to 2 Yards)	\$111.07	\$120.95
Service Recipient Scheduled Large Item Collection Each Additional Yard Over 2 Yards	\$32.71	\$35.62
Improper Large Item Collection (each occurrence)	\$163.60	\$178.14
Improper Large Item Collection (per cubic yard)	\$6.85	\$7.46
City Additional Yard Over 600 Yards	\$6.22	\$6.77
Motor Oil & Oil Filters (Recycle Day)	\$0.00	\$0.00
Sharps Pickup	\$0.00	\$0.00
Battery Pickup (Recycle Day)	\$0.00	\$0.00
Leaf Collection (Fall only - 6 bags on service day)	\$0.00	\$0.00
Leaf Collection Additional Bags (Fall Only - each additional bag above 6)	\$8.99	\$9.80
Gray Container (per Cart) (Same Day)	\$6.22	\$6.77
Gray Container (per Cart) (Next Day)	\$10.58	\$11.52
Blue Container (per Cart) (Same Day)	\$0.00	\$0.00
Blue Container (per Cart) (Next Day)	\$9.02	\$9.82
Green Container (per Cart) (Same Day)	\$7.16	\$7.81
Green Container (per Cart) (Next Day)	\$12.59	\$13.70

City of Citrus Heights**Collection Services Contract**

Exhibit 1G**City of Citrus Heights, CA
Service Rate Sheets*****Effective January 1, 2027 through December 31, 2027***

Cart Size -- Single Family Residential Collection	Minimum Monthly Rates Effective 1/1/27	Maximum Monthly Rates Effective 1/1/27
Disabled Service	\$0.00	\$0.00
Walk-In Service	\$17.67	\$19.26
Drive Way Service	\$9.42	\$10.25
Extra 32-Gallon Gray Cart	\$10.24	\$11.15
Extra 64-Gallon Gray Cart	\$12.33	\$13.43
Extra 96-Gallon Gray Cart	\$16.26	\$17.71
1 Additional Blue Cart (after 1)	\$0.00	\$0.00
Extra Blue Cart (after 2)	\$3.28	\$3.58
Extra Green Cart (after 1)	\$15.27	\$16.63
Contamination Surcharge ²	\$24.00	\$26.12
Cart Exchange/Delivery (more than 1 per year)	\$31.16	\$33.92

¹Service Recipient Scheduled Large Item Collection Service may be cancelled by Contract Administrator or by City Council direction at any time.

²Effective 6 months after Food Material Collection Service has been implemented.

Cart Replacement Rates		
32-Gallon Cart	\$70.77	\$77.05
64-Gallon Cart	\$80.94	\$88.15
96-Gallon Cart	\$86.68	\$94.38

Exhibit 2

Monthly Financial Reports

Form 1 – Franchise Fee – Monthly and Cumulative Year to Date. (Data from GL Interactive Trial Balance a/c 3C.4000, InfoPro Cash Receipts Report & InfoPro Revenue Analysis GL Period Total Report)

Form 2 – Admin Fees – Monthly and Cumulative Year to Date.

Form 3 – Monthly Franchise Fee – Monthly by Container Size and Total Containers.

Form 4 - Monthly Franchise Fee – Monthly and Cumulative Year to Date by Container Size and Total Containers.

City of Citrus Heights

Collection Services Contract

Exhibit 3

City of Citrus Heights, CA

City Service Units

1) CONTRACTOR shall be responsible for the following City Service Units:

- Citrus Heights Community Center
6300 Fountain Square Drive
Citrus Heights, CA 95621
- Citrus Heights Police Department
6315 Fountain Square Drive
Citrus Heights, CA 95621
- City Hall
6360 Fountain Square Drive
Citrus Heights, CA 95621
- Sayonara Community Center
7836 Sayonara Drive
Citrus Heights, CA 95610
- Sylvan Community Center
7251 Sylvan Road
Citrus Heights, CA 95610
- Sylvan Ranch Community Garden
7450 Stock Ranch Road
Citrus Heights, CA 95621

Services: As needed and properly scheduled through CONTRACTOR Customer Service.

Battery Collection: For City Service Unit generated batteries consistent with Section 1.14.

Exhibit 3

City of Citrus Heights, CA

City Service Units

2) Bus S31.85top/Public Access locations:

CONTRACTOR will be responsible to service up to thirty (30) bus stops and/ or public places located along the following corridors:

- Greenback Lane
- Sunrise Boulevard
- Arcadia Drive
- Fair Oaks Boulevard
- Auburn Boulevard
- Van Maren Lane
- San Juan Avenue
- Sylvan Road
- Antelope Drive
- Dewey Drive
- Oak Avenue
- Old Auburn Road

Services: As needed on a regular basis as properly scheduled through CONTRACTOR Customer Service.

City of Citrus Heights**Collection Services Contract**

Exhibit 4**City of Citrus Heights, CA****Cart Specifications****Specifications and Performance Criteria for 32-, 64-, and 96-gal Garbage, Recyclable Materials and Organic Recyclable Material Carts**

Volumetric Capacity	<ul style="list-style-type: none"> 32-gal, 64-gal, and 96-gal, excluding volume resulting from a crowned lid in the closed position
Minimum Load Rating	<ul style="list-style-type: none"> 32-gal: 100 lb 64-gal: 175 lb 96-gal: 250 lb
Compatibility	<ul style="list-style-type: none"> Compatible with commercially available fully automated lifting mechanisms that are or will be used in Citrus Heights
Standards of Design	<ul style="list-style-type: none"> Designed such that wastes flow freely out of the cart when dumped by a fully automated lifting mechanism
Dimensions & Design	<ul style="list-style-type: none"> Body of cart -- nestable for economic bulk transportation and to facilitate distribution to users Maximum width of 31" including lid and wheels Leak proof
Finish Surfaces	<ul style="list-style-type: none"> Interior surface must be smooth with a semi- or high-gloss finish Exterior surface must be suitable for hot stamping on lid and body Exterior must be free of sharp edges and corners, protrusions, or other structures that could pose a nuisance or hazard to humans

City of Citrus Heights

Collection Services Contract

Identification & Markings	<ul style="list-style-type: none"> • The lid must have a suitable area to affix an appropriate label for recycling education or other information • The following must be hot-stamped on the lid: <ol style="list-style-type: none"> 1. facing street arrow • The following must be hot-stamped on the cart body: <ol style="list-style-type: none"> 1. City's logo 2. serial number (sequentially numbered) 3. production batch number and date 4. maximum load weight rating 5. cart type, per clause 4.2.1f of ANSI Z245.30-99
Color*	<ul style="list-style-type: none"> • Garbage: Grey or black • Recycling: Blue • Organic Recyclable Material: Green
Warranty	<ul style="list-style-type: none"> • Minimum 10 years for all parts of cart; not prorated; any failure under warranty shall be replaced with a newly manufactured whole cart, which is defined to be the body of the cart, wheel, lid, handles, other ancillary features and fasteners
<p>* CONTRACTOR is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Exhibit prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first.</p>	

City of Citrus Heights

Collection Services Contract

Exhibit 5

PERFORMANCE BOND

COLLECTION SERVICES

FOR THE

CITY OF CITRUS HEIGHTS, CALIFORNIA

KNOW ALL MEN BY THESE PRESENTS: that

(here insert full name and address or legal title of contractor)

as Principal, hereinafter called Contractor, and, _____
(Name of insurer)

as Surety, hereinafter called Surety, are held firmly bound unto the CITY OF CITRUS HEIGHTS, CALIFORNIA as Obligee, hereinafter called the City, in the amount of _____^{***} for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 2021, entered into a contract with the City for providing Collection Services in accordance with RFP specifications and Contract of the CITY OF CITRUS HEIGHTS, CALIFORNIA, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and the Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the _____

City of Citrus Heights

Collection Services Contract

work or the specifications. The Surety hereby specifically waives the provisions of Sections 2819 and 2845 of the California Civil Code.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorney's fees to be fixed by the Court

Whenever Contractor shall be, and declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly perform one of the following:

1. Complete the Contract in accordance with its terms and conditions.
2. Obtain a bid or bids for completing the Contract in accordance with the terms and conditions, and upon determination by the Surety of the lowest and most responsible bidder, or if the City elects, upon determination by the City and the Surety jointly of the lowest and most responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of default under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration date of the Contract or if extended for an additional term by the City, the expiration of the extended term.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the executor, administrator or successors of the City of Citrus Heights, California.

Signed and sealed this ____ day of _____, 2021.

(Principal) (Seal)

City of Citrus Heights

Collection Services Contract

_____.

(Witness)

(Title)

_____.

Surety (Seal)

(Name of Insurer)

_____.

(Witness)

By: _____
(Attorney-in-Fact)

Exhibit 6

City of Citrus Heights, CA

Approved Sub-Contractors

City of Citrus Heights

Collection Services Contract

Exhibit 7

Contamination Auditor and Reporting Plan for SB 1383

Recyclable Materials and Organic Recyclable Material Contamination

CONTRACTOR must offer the Residential Service Recipients Containers in a size and collection frequency that matches their unique service needs to reduce Prohibited Container Contaminants. To support City's diversion goals, CONTRACTOR is only required to collect Recyclable Materials if they have been separated by the Service Recipient from Garbage and Organic Recyclable Materials and is only required to collect Organic Recyclable Materials if it has been separated by the Service Recipient from Garbage and Recyclable Materials.

As part of CONTRACTOR's Public Education Services under Section 14.01, CONTRACTOR agrees to provide outreach and customer service support to Service Recipients. Additionally, CONTRACTOR's route collection personnel will report to CONTRACTOR's supervisors if they observe potential Prohibited Container Contaminant problems, and/or insufficient collection capacity. For purposes of determining if Recyclable Materials or Organic Recyclable Materials are deemed to contain Prohibited Container Contaminants, if, by visual or digital inspection, Recyclable Materials are commingled with ten percent (10%) by weight or volume of Garbage or Organic Recyclable Materials, or if, by visual inspection, Organic Recyclable Materials is commingled with three percent (3%) by volume of Garbage or Recyclable Materials, then Recyclable Materials and/or Organic Recyclable Materials will be deemed to be contaminated and CONTRACTOR may take the following steps:

Recyclable Materials and Organic Waste Contamination.

1. CONTRACTOR shall document Prohibited Container Contaminants with still pictures or video, and must notify the Service Recipient of the Prohibited Container Contaminants and proper procedures for sorting Recyclable Materials and Organic Recyclable Materials in person through the application of a Cart tag, or by electronic communication or phone call. If CONTRACTOR does not possess an email address or phone number for the Service Recipient, CONTRACTOR may provide a written communication through U.S. mail, which shall include a request for an email address or phone number for future notifications.
2. CONTRACTOR may, at its discretion, Collect the Container as Recyclable Materials, Organic Materials, or as Solid Waste. Service Recipient may be charged the City-approved Contamination Surcharge set forth in Exhibit 1. The Service Recipient will receive, upon request of Service Recipient or the City, one courtesy waiver of the Contamination Surcharge.

City of Citrus Heights

Collection Services Contract

3. If necessary, CONTRACTOR may increase Service Recipient's Garbage Container size or frequency of Collection if Service Recipient has three (3) or more Contamination Surcharges in any twelve (12) month period, or as otherwise determined by City Contract Manager. Prior to requiring an additional (or larger) Container or change in collection frequency, CONTRACTOR's representative must first attempt to contact the Service Recipient by phone, U.S. mail, e-mail, other electronic means to ensure that they have the appropriate level of service for proper collection of Recyclable Materials, Organic Recyclable Materials, and Garbage.

The CONTRACTOR agrees to provide a grace period and not to charge Contamination Surcharge from July 1, 2022 through December 31, 2022, or six (6) months after Food Material Collection Service has been implemented whichever is later.

Disputes Over Excess Contamination Charges.

1. If Service Recipient disputes an action undertaken by CONTRACTOR as described above, which must be within 30 days of the disputed action, CONTRACTOR shall initially use good faith efforts to informally resolve the dispute.
2. If not resolved within ten (10) Business Days, CONTRACTOR shall temporarily halt any Contamination Surcharge and/or increased service resulting from increasing the Container size or collection frequency until the dispute is resolved in accordance with this Exhibit. CONTRACTOR may request a ruling by the Contract Administrator to resolve the dispute. A request by CONTRACTOR to the Contract Administrator to rule on any such dispute must be filed within ten (10) Business Days of CONTRACTOR's halting of its actions, and must include written documentation and digital/visual evidence of ongoing overall problems.
3. The Contract Administrator may request a meeting (in person or phone) with both the Service Recipient and CONTRACTOR to resolve the dispute. If Contract Administrator requests a meeting and Service Recipient does not respond to Contract Administrator within thirty (30) Business Days of request by Contractor to Contract Administrator to rule on any such dispute, CONTRACTOR may charge Service Recipient the prior halted contamination charge and/or increased Service Rate from the date on which the increased services (e.g., increasing the Container number, size or collection frequency) commenced at rates as set forth in the Schedule of Service Rates and dispute will be final.
4. Following a meeting between Contract Administrator, Service Recipient, and CONTRACTOR, the Contract Administrator will rule on the dispute within ten (10) Business Days, and the Contract Administrator's decision on resolving the dispute between and Service Recipient will be final. If the Contract Administrator rules in favor of the Service

City of Citrus Heights

Collection Services Contract

Recipient, CONTRACTOR will credit the disputed contamination charges or increased Service Rate. If the Contract Administrator rules in favor of CONTRACTOR, CONTRACTOR may charge Service Recipient the prior halted contamination charge and/or increased Service Rate from the date on which the increased services (e.g., increasing the Container number, size or collection frequency) commenced at rates as set forth in the Schedule of Service Rates.

Plan of Correction. If CONTRACTOR fails to follow the Recyclable Materials and Organic Recyclable Material Contamination procedures as set forth in this Exhibit, CONTRACTOR shall prepare and submit to the Contract Administrator a plan of correction within fifteen (15) Business Days of demand from the City. Upon approval by the plan of correction by the Contract Administrator, CONTRACTOR shall implement the plan of correction.

Route Review

CONTRACTOR will audit and report a minimum of 5,000 accounts per year. CONTRACTOR will conduct a Route Review and report on a minimum of 175 accounts per Hauler Route per year, equating to 4375 accounts per year. For the remaining 625 Route Reviews, CONTRACTOR may choose which Hauler Route to review, based on contamination levels throughout the City.

Contamination Auditor Responsibilities:

Contamination Auditor will conduct Route Reviews on collection days when Gray, Blue, and Green Containers are scheduled for a Hauler Route. A Route Review will consist of opening the Gray, Blue, and Green Container, searching the top layer of material for Prohibited Container Contaminants, filling out a Prohibited Contamination Contaminants Container tag, documenting the data for reporting (including photographing Prohibited Contamination Contaminants), and returning the Gray, Blue, and Green Container lids.

Exhibit 8

Outreach and Education Plan

For calendar year 2022, CONTRACTOR will execute the following education and outreach efforts as the “four campaigns” required by Article 14.01 of this contract.

These programs are in addition to other outreach requirements listed in this Contract.

Quarter 1 - 2022 (January, February, March)

- Annual Rate Adjustment and SB1383 Bill Insert. CONTRACTOR will produce a bill insert about the annual price increase effective January 1, 2022 and will utilize the back page to include information about upcoming program changes.
- Bill Message. CONTRACTOR will include a bill message to all property owners who receive paper invoices.

Quarter 2 & 3- 2022 (April - September)

- Kitchen Food Waste Pail handouts. CONTRACTOR will design, print, and provide handouts inside Kitchen Food Waste Pails. These will be a one-sided handout (between 8.5 x 6.5 and 8.5 x 11 inches) that briefly explains how to properly use the Kitchen Food Waste Pails with the intention that it may be hung on a refrigerator. CONTRACTOR will deliver the Kitchen Food Waste Pails to all Service Recipients between June 20 and July 17, 2022.
- Educational Letter. CONTRACTOR will produce and include an educational letter to all property owners. This will have concrete information about the pending program, July 1, 2022 rate increases, dates, and what to expect. This may be included as part of the Kitchen Food Waste Pail handouts.
- Social Media Advertisement. CONTRACTOR will create a boosted social media ad to run on Facebook for four (4) weeks. CONTRACTOR will work with the CITY to create an advertisement focused on the new program or one major change to draw residents' attention to. CONTRACTOR will spend a minimum of \$1,000 toward this advertisement to ensure it is promoted a significant amount.
- Two (2) Bill Messages. CONTRACTOR will include two (2) bill messages to all property owners who receive paper invoices.
- Sentinel Ads. CONTRACTOR will advertise the new Organic Recycling Collection through a newspaper advertisement in The Sentinel, once per week, four (4) times. This will be the same advertisement repeated four (4) times.
- Door hanger. CONTRACTOR will tag Residential Service Units with an informational door hanger. Each Residential Service Unit will receive this door hanger at the same time as they receive their Large Item Collection Service notice over the course of four (4) months or shorter, beginning when the Kitchen Food Waste Pail handouts are delivered.

City of Citrus Heights

Collection Services Contract

- Video. CONTRACTOR will produce an informational video aimed at Citrus Heights residents to help them understand how to properly utilize the organics waste recycling program. This video will be shared with the CITY to post where/how they chose.

Quarter 4 - 2022 (October, November, December)

- Community Workshop. CONTRACTOR will host a community workshop to demonstrate the proper ways to utilize the new programs and answer community questions.
- Community Workshop Advertisement. CONTRACTOR will advertise for the community workshop through one Sentinel post. Additionally, CONTRACTOR will support the CITY in creating a post for the CITY's Facebook page to advertise the workshop.
- Social Media Advertisement - Video. CONTRACTOR will sponsor an advertisement or boosted post that features the video created in Q3. CONTRACTOR will spend a minimum of \$1,000 toward this advertisement to ensure it is promoted a significant amount.
- Bill Message. CONTRACTOR will include a bill message to all property owners who receive paper invoices.