



MEMORANDUM TO: Board of Directors
FROM: Naomi Lue, Zero Waste Supervisor
SUBJECT: ACI Franchise Agreement
(May 1, 2019) Contract Amendment
No. 1 effective July 1, 2020
DATE: May 5, 2020

Contract Amendment No. 1

Attached please see updated changes to the Collection and Processing Services (Franchise) Agreement, executed between Castro Valley Sanitary District and Alameda County Industries (ACI) for July 1, 2020. Please note that affected Article Numbers of the Collection Service Agreement below are not exhaustive, but used for general reference.

1. Article 6, Record Keeping and Reporting
 - a. Page 30: Updated description for reporting requirements when the due date falls on a Saturday, Sunday, or a Holiday
2. Exhibit A, Definitions
 - a. Page A-2: New definition for “Approved Bulky Item Processing Facility”
 - b. Page A-2: Updated definition for “Approved C&D Processing Facility”
 - c. Page A-2: Updated definition for “Approved Facility(ies)”
 - d. Page A-2 to A-3: Updated definition for “Approved Processing Facility(ies)”
 - e. Pages A-8: Updated definition for “Mobile Home Park”
 - f. Page A-11: New definition for “Roll-Off Collection Processing Cost”
 - g. Pages A-12: Updated definition for “Textiles”
 - h. Page A-13: Updated definition for “Used Cooking Oil”
3. Exhibit B1, Single-Family Residential Services
 - a. Page B1-6: Updated description of “Holiday Tree Collection”
 - b. Page B1-6: Updated description of “Textile Collection”
4. Exhibit B2, Multi-Family Residential Services
 - a. Page B2-6: New description for “Textile Collection”
5. Exhibit B5, District Services
 - a. Page B5-1: Updated description of “Public Litter Container Service”

6. Exhibit B6, District Facility Locations
 - a. Page B6-1: Updated description for upcoming new “Public Litter Containers”

7. Exhibit G5, Approved Subcontractors
 - a. Page G5-1: Updated subcontractors for “Approved Facility or Subcontractor” and “Services”

Cc: Mr. Anthony Varni, Attorney at Law
ACI – K. Kenney, C. Valbusa, D. Halleck
CVSan – R. Williams, J. Figueiredo, E. Nava, C. Caceres, file
HF&H Consultants

1197 CONTRACTOR shall retain all records and data required to be maintained by this Agreement for
1198 the Term of this Agreement plus three (3) years after its expiration or earlier termination. Records
1199 and data shall be in chronological and organized form and readily and easily interpreted. Upon
1200 request, any such records shall be retrieved within ten (10) Business Days of a request by the
1201 DISTRICT Contract Manager and made available to the DISTRICT Contract Manager.
1202 CONTRACTOR shall maintain adequate record security to preserve records from events that can
1203 be reasonably anticipated such as a fire, theft, and an earthquake. Electronically-maintained data
1204 and records shall be protected and backed-up. To the extent that CONTRACTOR utilizes its
1205 computer systems to comply with record keeping and reporting requirements under this
1206 Agreement, CONTRACTOR shall, on a monthly basis, save all system-generated reports
1207 supporting those record keeping and reporting requirements in a static format in order to provide
1208 an audit trail for all data required.

1209 DISTRICT views its ability to defend itself against Comprehensive Environmental Response,
1210 Compensation and Liability Act (CERCLA), and related litigation as a matter of great importance.
1211 For this reason, DISTRICT regards its ability to prove where Collected Recyclable Materials,
1212 Organic Materials, Garbage, and C&D are taken for Transfer, Processing, or Disposal.
1213 CONTRACTOR shall maintain records which can establish where Recyclable Materials, Organic
1214 Materials, Garbage, and C&D Collected were Transferred, Processed, or Disposed. This
1215 provision shall survive the expiration or earlier termination of this Agreement. CONTRACTOR
1216 shall maintain these records for a minimum of ten (10) years beyond expiration or earlier
1217 termination of the Agreement. CONTRACTOR shall provide these records to DISTRICT (upon
1218 request or at the end of the record retention period) in an organized and indexed manner rather
1219 than destroying or Disposing of them.

1220 **6.2 REPORT SUBMITTAL REQUIREMENTS**

1221 CONTRACTOR shall submit monthly reports no later than twenty (20) calendar days after the
1222 end of the reporting month. Quarterly reports shall be submitted within twenty (20) calendar days
1223 after the end of the calendar quarter. CONTRACTOR shall submit annual reports no later than
1224 forty-five (45) calendar days after the end of each calendar year. Monthly, quarterly, and annual
1225 reports shall, at a minimum, include all data and information as described in Exhibit D. Reports
1226 shall be due the next business day when the due date falls on a Saturday, Sunday or Holiday.

1227 CONTRACTOR may propose report formats that are responsive to the objectives and audiences
1228 for each report. The format of each report shall be approved by the DISTRICT Contract Manager,
1229 in their sole discretion. DISTRICT Contract Manager may, from time to time during the Term,
1230 review and request changes to CONTRACTOR's report formats and content and CONTRACTOR
1231 shall not unreasonably deny such requests.

1232 CONTRACTOR shall submit all reports to the DISTRICT Contract Manager in hard copy, and
1233 electronically via e-mail using software acceptable to the DISTRICT.

1234 DISTRICT reserves the right to require CONTRACTOR to provide additional reports or
1235 documents as DISTRICT Contract Manager reasonably determines to be required for the
1236 administration of this Agreement or compliance with Applicable Law.

1237 **6.3 PERFORMANCE REVIEW AND AUDIT**

1238 The DISTRICT shall conduct, and CONTRACTOR shall cooperate with, a performance review
1239 and/or detailed audit during Rate Periods Four, Seven, Ten, and, if the Term is extended, Twelve

EXHIBIT A DEFINITIONS

“Applicable Law” means all Federal, State, County, and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, and Processing of Recyclable Materials, Organic Materials, Garbage, and C&D that are in force on the Effective Date and as may be enacted, issued or amended during the Term of this Agreement. Applicable Law includes, but is in no way limited to, AB 939, AB 341, AB 1826, SB 1383, and the Alameda County Mandatory Recycling Ordinance.

“Approved Back-up Facility(ies)” means any one of or any combination of the: Approved Back-up C&D Processing Facility; Approved Back-up Organic Materials Processing Facility; or Approved Back-up Recyclable Materials Processing Facility.

“Approved Back-up C&D Processing Facility” means the Zanker Recycling Facility located in San Jose, CA which is owned and operated by Zanker Road Resource Management.

“Approved Back-up Organic Materials Processing Facility” means the ACI Transfer Facility, which is owned and operated by Alameda County Industries, LLC.

“Approved Back-up Recyclable Materials Processing Facility” means the Tri-CED Community Recycling Facility located in Union City, CA which is owned and operated by Tri-CED Community Recycling.

“Approved Bulky Item Processing Facility” means the ACI Limited Volume Transfer Operation located in San Leandro, CA or the Davis Street Transfer Station located in San Leandro, CA which is owned and operated by Waste Management or the Zanker Recycling Facility located in San Jose, CA which is owned and operated by Zanker Road Resource Management.

“Approved C&D Processing Facility” means the Davis Street Transfer Station, which is owned and operated by Waste Management or the Zanker Recycling Facility located in San Jose, CA which is owned and operated by Zanker Road Resource Management.

“Approved Facility(ies)” means any one of or any combination of the: Approved Bulky Items Processing Facility; Approved C&D Processing Facility; Approved Mixed Waste Processing Facility; Approved Organic Materials Processing Facility; Approved Recyclable Materials Processing Facility; Approved Reusable Materials Processing Facility; Approved Transfer Facility; Approved Back-up Facilities; and/or Designated Disposal Facility.

“Approved Mixed Waste Processing Facility” means the ACI MRF, which is owned and operated by Alameda County Industries, LLC.

“Approved Organic Materials Processing Facility” means the City of Napa Materials Diversion Facility, which is owned by City of Napa.

“Approved Processing Facility(ies)” means any one of or any combination of the: Approved Bulky Items Processing Facility; Approved C&D Processing Facility; Approved Mixed Waste

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Processing Facility; Approved Organic Materials Processing Facility; Approved Recyclable Materials Processing Facility; Approved Reusable Materials Processing Facility; and/or, Approved Transfer Facility.

“Approved Recyclable Materials Processing Facility” means the ACI MRF which is owned and operated by Alameda County Industries, LLC.

“Approved Reusable Materials Processing Facility” means the ACI Bulky Item Storage and Sorting Operation, which is owned and operated by Alameda County Industries, Inc.

“Approved Transfer Facility” means the ACI Transfer Facility, which is owned and operated by Alameda County Industries, Inc.

“Bin” means a Container with capacity of approximately one (1) to seven (7) cubic yards, with a hinged lid, and with wheels (where appropriate), that is serviced by a front end-loading Collection vehicle.

“Bulky Item” means discarded appliances (including refrigerators), furniture, tires, carpets, mattresses, E-Waste, and similar large items which can be handled by two (2) people, weigh no more than two hundred (200) pounds, and require special Collection due to their size or nature, but can be Collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Items must be generated by the Customer and at the service address wherein the Bulky Items are Collected. Bulky Items do not include abandoned automobiles, large auto parts, trees, Construction and Demolition Debris, or items herein defined as Excluded Waste.

“Business Days” mean days during which the DISTRICT Offices are open to do business with the public.

“Canyonlands” means and refers to the geographic area located within the DISTRICT limits which is defined by the map in Exhibit K.

“Cart” means a plastic Container with a hinged lid and wheels that is serviced by an automated or semi-automated Collection vehicle. A Cart has capacity of 20, 32, 64 or 96 gallons (or similar volumes, as approved by the DISTRICT).

“Change in Law” means any of the following events or conditions that has a material and adverse effect on the performance by the Parties or any Subcontractor of their respective obligations under this Agreement (except for payment obligations) or on the activities of any Approved Facility in connection with this Agreement:

- a. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date; or,

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Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.

“Hazardous Waste” means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

“Holidays” are defined as New Year's Day, Thanksgiving Day, and Christmas Day.

“Household Hazardous Waste” or **“HHW”** means Hazardous Waste generated at Residential Premises within the DISTRICT. HHW includes: paint, stain, varnish, thinner, adhesives, auto products such as old fuel, Used Motor Oil, Used Oil Filter, batteries, household batteries, fluorescent bulbs , tubes, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets.

“Infectious Waste” means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities and other similar establishments that are identified in Health and Safety Code Section 25117.5 as may be amended from time to time.

“Liquidated Damages” means the amounts due by CONTRACTOR for failure to meet specific quantifiable standards of performance as described in Section 10.6 and Exhibit F.

“Mixed C&D” means C&D materials which have not been Source Separated into homogeneous material streams of like materials and which require sorting and Processing prior to Recycling.

“Mobile Home Park” means, notwithstanding any contrary definition in DISTRICT Code, any parcel of land for the used for the continuous accommodation of five or more occupied mobile homes. Residents of Mobile Home Parks shall receive services listed in Exhibit B-2, Multi-Family Residential Services. Residents of Mobile Home Parks shall be billed Single -Family Rates.

“Move-in Kit” refers to a pre-prepared and standardized collection of useful items to be given by property managers or Owners of Multi-Family Premises to new Multi-Family tenants upon move-

EXHIBIT A DEFINITIONS

in a sealed heavy-duty plastic bag; and, those materials added by the CONTRACTOR from time to time.

“Recycle or Recycling” means the process of sorting, cleansing, treating, and reconstituting at a Recyclable Materials Processing Facility materials that would otherwise be Disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted products.

“Residential” shall mean of, from, or pertaining to a Single-Family Premises or Multi-Family Premises including Single-Family homes, apartments, condominiums, townhouse complexes, mobile home parks, cooperative apartments, and yacht harbors and marinas where residents live aboard boats.

“Related Party Entity” (whether capitalized or not) means any Affiliate which has financial transactions with CONTRACTOR pertaining to this Agreement that have been approved by the DISTRICT.

“Related Party Entity Transaction” (whether capitalized or not) means any financial transaction between CONTRACTOR and a Related Party Entity pertaining to this Agreement that has been approved by the DISTRICT.

“Residue” means those materials which, after Processing, are Disposed rather than Recycled due to either the lack of markets for materials or the inability of the Processing Facility to capture and recover the materials.

“Reusable Materials” means items that are capable of being used again after minimal Processing. Reusable Materials may be Collected Source Separated or recovered through a Processing Facility.

“Roll-off collection processing cost” means the processing charges based on actual processing costs (tip fee) plus an Operating Ratio of 0.89 plus 10% Contract Administration Fee. The total roll-off collection rate will be the pull rate (collection and Contract Administration Fee), and processing cost plus processing operating ratio plus processing Contract Administration Fee. Operation Ratio not applicable on landfill disposal costs.

“SB 1383” means the Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and to add Chapter 13.1 [commencing with Section 42652] to Part 3 of Division 30 of the Public Resources Code, relating to methane emissions), also commonly referred to as "SB 1383," as amended, supplemented, superseded, and replaced from time to time.

“Self-Haul Customer” means a Generator of Recyclable Materials, Organic Materials, Garbage, and/or Construction and Demolition Debris within the DISTRICT's jurisdiction who delivers materials to a permitted facility rather than to the CONTRACTOR.

EXHIBIT A DEFINITIONS

“**Service Level**” refers to the size of a Customer’s Container and the frequency of Collection service.

“**Single-Family**” means, notwithstanding any contrary definition in DISTRICT Code, any detached or attached house or residence designed or used for occupancy by one (1) family, provided that Collection service feasibly can be provided to such Premises as an independent unit, and the Owner or Occupant of such independent unit is billed directly for the Collection service. Single-Family includes Residential units of a duplex, tri-plex, or four-plex Residential structure.

“**Solid Waste**” means any combination of Recyclable Materials, Organic Materials, Garbage, Bulky Items, and/or C&D placed by a Generator in a receptacle and/or at a location for the purposes of Collection by CONTRACTOR, excluding Excluded Waste.

“**Source Separated**” means the segregation, by the Generator, of materials designated for separate Collection for some form of Recycling, Composting, recovery, or reuse.

“**Specialty Recyclable Material**” means material not specified in this Agreement that can be or will be Collected for purposes of Recycling. Such Specialty Recyclable Material may include, but is not limited to, scrap metal, high-grade paper (including office mixed paper), pallets, and plastic film.

“**State**” means the State of California.

“**StopWaste**” shall mean the Alameda County Waste Management Authority, its Board of Directors, staff, and/or agents.

“**Subcontractor**” means a Party who has entered into a contract, express or implied, with the CONTRACTOR for the performance of an act that is necessary for the CONTRACTOR’s fulfillment of its obligations for providing service under this Agreement. Notwithstanding any other provision in this Agreement, Vendors providing materials, supplies or professional services to CONTRACTOR, and Approved Facilities, and any subcontractors of Approved Facilities, that are not Affiliates of CONTRACTOR, shall not be considered Subcontractors for any purpose under this Agreement.

“**Term**” means the Term of this Agreement, including extension periods if granted, as provided for in Article 2.

“**Textiles**” means discarded fabric-, or cloth-based household items including, but not limited to clothing (including shirts, pants, dresses, and coats), household linens (including bed sheets, blankets, and towels), and shoes. District and Contractor may consider including other materials in the list of acceptable Textiles from time to time.

“**Ton**” or “**Tonnage**” means a unit of measure for weight equivalent to two thousand (2,000) standard pounds where each pound contains sixteen (16) ounces.

EXHIBIT A DEFINITIONS

“Transfer” means the act of transferring the materials Collected by CONTRACTOR in its route vehicles into larger vehicles for Transport to other facilities for the purpose of Recycling, Composting, or Disposing of such materials.

“Transportation” or **“Transport”** means the act of conveying Collected materials from one location to another.

“Used Cooking Oil” means oils or fats that have been used for the cooking or frying of food. Customers may use the Used Oil Recovery Kit for Used Cooking Oil or Customer may use the original cooking oil container for Used Cooking Oil as long as the original container is equipped with a leak-proof watertight screw-on top to contain Used Cooking Oil and does not exceed 12” in height or one (1) gallon capacity.

“Used Motor Oil” means used oil fluids for vehicles including motor oil, brake, transmission and hydraulic fluids, crankcase and differential oils, lubricating oils for vehicles, and may also be used to refer to oil filters from automobiles and light trucks.

“Used Oil Recovery Kit” means a kit containing: one (1) reusable plastic jug of at least one (1) gallon capacity with a leak-proof watertight screw-on top to contain Used Motor Oil or Used Cooking Oil; one (1) six (6) mil plastic disposable resealable bag with double track seal of sufficient capacity to accommodate one (1) Used Motor Oil filter; and, a flyer, brochure, or other informational media approved by the DISTRICT intended to educate Customers about the Used Motor Oil and Used Cooking Oil Collection programs and the benefits resulting from the proper handling of Used Motor Oil, Used Motor Oil filters, and Used Cooking Oil. The Used Oil Recovery Kit is to be provided to Customers by CONTRACTOR to recover Used Motor Oil, Used Motor Oil filters, and/or Used Cooking Oil from Single-Family residents.

“Universal Waste (U-Waste)” means all wastes as defined by Title 22, Subsections 66273.1 through 66273.9 of the California Code of Regulations. These include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and E-Waste.

“Yard Trimmings” means Solid Waste that will decompose and/or putrefy, including, but not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, cactus, palm, small pieces of unpainted and untreated wood, and other types of Organic Materials resulting from normal yard and landscaping maintenance that may be specified in DISTRICT Legislation for Collection and processing as Organic Materials under this Agreement. Yard Trimmings does not include items herein defined as Excluded Waste. Yard Trimmings are a subset of Organic Materials. Yard Trimmings placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit within the CONTRACTOR-provided Container.

EXHIBIT B1

SINGLE-FAMILY RESIDENTIAL SERVICES

Reuse as is (where energy efficiency is not compromised); (2) disassemble for reuse or Recycling; (3) Recycle; and if none of the other options are practicable, (4) Dispose.

6. Holiday Tree Collection

CONTRACTOR shall Collect from Single-Family Customers un-flocked, and undecorated holiday trees that are placed Curbside during the two (2) week period beginning with the first Monday in January of each year as part of the Organic Materials services provided under this Agreement. To the extent they are properly set out, holiday trees shall be Collected on the regular Collection day for each Single-Family Customer during the two (2) week period, and delivered to the Davis Street Transfer Station, or the Approved Organic Materials Processing Facility for Processing. Holiday tree Collection services shall be provided at no additional cost to the DISTRICT or the Customer. CONTRACTOR may require that holiday trees be cut into sections no greater than six feet (6'). Holiday trees that are flocked shall be Collected but may be delivered to the Designated Disposal Facility at the discretion of the CONTRACTOR. Holiday trees that contain tinsel or other decorations, or are attached to a tree stand are not required to be Collected; however, CONTRACTOR shall affix a Non-Collection Notice to the tree informing the Customer of the reason(s) for non-Collection. CONTRACTOR shall not be required to collect Bulky Items and Reusable Materials during the two (2) weeks Holiday Tree Collection period.

7. Textile Collection

CONTRACTOR shall Collect from Single-Family Customers Textiles that are placed Curbside, contained in Customer-provided bags, during ~~the first full~~~~two (2) one (1) week~~ in June and the first full week in October periods per Rate Period, or as mutually determined by the DISTRICT and CONTRACTOR. To the extent they are properly set out, Textiles shall be Collected on the regular Collection day for each Single-Family Customer during each one (1) week period, and delivered to the Approved Reusable Materials Processing Facility for Processing. CONTRACTOR shall not be required to collect Bulky Items and Reusable Materials during each one (1) week Textile collection period. Textile Collection services shall be provided at no additional cost to the DISTRICT or the Customer.

8. Alternative Service Location for Disabled Single-Family Customers

Notwithstanding any term or definition set forth in this Agreement, CONTRACTOR shall provide Recyclable Materials, Organic Materials, and Garbage Collection services to Single-Family Customers at a location other than Curbside (e.g. the Customer's backyard) if all adult Persons residing at such Customer's Premises are unable to place the Recyclable Materials, Organic Materials, and Garbage Carts at the Curb for Collection, and if a request for such alternative service has been made to, and approved by, the CONTRACTOR in the manner required by the DISTRICT. CONTRACTOR shall provide such non-Curbside Collection service at no additional cost to the Customer.

EXHIBIT B2

MULTI-FAMILY RESIDENTIAL SERVICES

- Customer subscribes to 3-cubic yard or smaller Container for Organic Materials, receives an equivalent level of Recyclable Materials Collection service at no additional charge, and separately subscribes to Garbage Collection service;
- Customer subscribes to 3-cubic yard or smaller Container for Organic Materials, receives an equivalent level of Garbage Collection service at no additional charge, and separately subscribes to Recyclable Materials Collection service;
- Customer subscribes to 3-cubic yard or smaller Container for Garbage, receives an equivalent level of Recyclable Materials Collection service at no additional charge, and separately subscribes to Organic Materials Collection service or,
- Customer subscribes to 3-cubic yard or smaller Container for Garbage, receives an equivalent level of Organic Materials Collection service at no additional charge, and separately subscribes to Recyclable Materials Collection service.

6. Textile Collection

CONTRACTOR shall Collect from Multi-Family Customers Textiles that are placed Curbside, contained in Customer-provided bags, during the first full week in June and the first full week in October per Rate Period, or as mutually determined by the DISTRICT and CONTRACTOR. To the extent they are properly set out, Textiles from Multi-Family Customers shall be Collected on the Collection day applicable to the Single-Family Customers where the Multi-Family Premises is located during each one (1) week period, and delivered to the Approved Reusable Materials Processing Facility for Processing. CONTRACTOR shall not be required to collect Bulky Items and Reusable Materials during each one (1) week Textile collection period. Textile Collection services shall be provided at no additional cost to the DISTRICT or the Customer.

EXHIBIT B5 DISTRICT SERVICES

1. Commercial Customer Services to DISTRICT Facilities

CONTRACTOR shall Collect Recyclable Materials, Organic Materials, and Garbage from DISTRICT facilities in the same manner as those services are provided to Commercial Customers. CONTRACTOR shall provide service to all existing DISTRICT facilities identified in Exhibit B6 as well as any future DISTRICT facilities established after the Commencement Date. CONTRACTOR shall provide these services at no additional cost to the DISTRICT.

2. Bulky Item/Reusable Materials Collection

CONTRACTOR shall Collect Bulky Items and Reusable Materials from DISTRICT facilities in the same manner as those services are provided to Single-Family Customers. Upon request by the DISTRICT Contract Manager, CONTRACTOR shall provide Bulky Item and Reusable Materials Collection service to the facilities identified in Exhibit B6 as well as any future DISTRICT facilities established after the Commencement Date. CONTRACTOR shall provide these services at no additional cost to the DISTRICT.

3. Public Litter Container Service

CONTRACTOR shall provide Collection, Transportation, and Processing service to up to one hundred forty (140) Public Litter Containers placed and maintained by the DISTRICT along main thoroughfares in the DISTRICT, including County-owned Public Litter Containers located along Castro Valley Boulevard between Redwood Avenue and Santa Maria Avenue, during the Term of this Agreement. Such Collection services shall include monitoring Public Litter Containers and emptying them on an as-needed basis. CONTRACTOR shall Process all materials Collected from Public Litter Containers for recovery at the Approved ~~Mixed Waste~~-Processing Facility(ies). During Rate Period One and future rate periods, the Parties shall meet and confer to develop an approach for ensuring the highest and best use of material recovered from Processing of Public Litter Containers.

4. On-call Clean-Up Service

Upon DISTRICT request, CONTRACTOR shall provide Collection, Transportation and Processing or Disposal service of up to four hundred and eighty (480) cubic yards of on-call clean-up service per year. CONTRACTOR shall be entitled to charge the DISTRICT for quantities that exceed four hundred and eighty (480) cubic yards per complete or partial calendar year in accordance with the Rates specified in Exhibit G3.

CONTRACTOR shall, in response to a written request from the DISTRICT Contract Manager (which may include email correspondence), deliver and collect Drop Boxes for use in DISTRICT 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 DISTRICT Contract Manager 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 Drop Box Containers, the

EXHIBIT B6 DISTRICT FACILITY LOCATIONS

CONTRACTOR shall Collect Recyclable Materials, Organic Materials, and Garbage from DISTRICT facilities in the same manner as those services are provided to Commercial Customers. CONTRACTOR will provide service to all DISTRICT facilities, present and future, at no additional cost to the DISTRICT. Listed below are the DISTRICT facilities receiving Collection services as of the Effective Date:

1. 21040 Marshall Street, Castro Valley, CA 94546
2. 20211 Patio Drive, Castro Valley, CA 94546
3. 21195 Center Street, Castro Valley, CA 94546
4. Public Litter Containers as shown on the map included on the following page.
 - a. Public Litter Container styles may vary and will be mutually agreed by District and Contractor. In addition, District and Contractor agree that Public Litter Locations may change from time to time and the designation of material type for each Public Litter Container will be mutually agreed between District and Contractor in order to maximize diversion opportunities.

EXHIBIT G5 APPROVED SUBCONTRACTORS

In accordance with Section 3.3 of the Agreement, the DISTRICT has approved the following Subcontractors to manage the specified services and otherwise assist the CONTRACTOR in the performance of the requirements of this Agreement.

Approved Facility or Subcontractor	Services
Waste Management of Alameda County, Davis Street Transfer Station	C&D Processing Services
Napa Recycling and Composting Facility	Organic Materials Processing Services
<u>Waste Management of Alameda County, Davis Street Transfer Station</u>	<u>Bulky Materials Processing Services</u>
<u>Zanker Recycling Facility Recovery</u>	<u>Bulky Materials Processing Services</u>