

**AMENDMENT NO. 1  
TO AGREEMENT FOR THE COLLECTION, TRANSPORTATION, PROCESSING  
AND DIVERSION OF RECYCLABLE MATERIALS, FOOD SCRAPS, YARD  
TRIMMINGS, WOOD, CONSTRUCTION AND DEMOLITION DEBRIS AND OTHER  
MATERIALS AND FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL  
OF MUNICIPAL SOLID WASTE BETWEEN THE CITY OF LAGUNA NIGUEL AND  
CR&R INCORPORATED**

**THIS AMENDMENT No. 1** ("First Amendment") to the above captioned agreement is made and entered into this 6/20/2024 ("Effective Date"), by and between the CITY OF LAGUNA NIGEL, a general law city and municipal corporation ("City"), and CR&R INCORPORATED, a California corporation ("Contractor").

**RECITALS**

A. City granted an exclusive solid waste services franchise to Contractor by entering into that certain AGREEMENT FOR THE COLLECTION, TRANSPORTATION, PROCESSING AND DIVERSION OF RECYCLABLE MATERIALS, FOOD SCRAPS, YARD TRIMMINGS, WOOD, CONSTRUCTION AND DEMOLITION DEBRIS AND OTHER MATERIALS AND FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE ("Agreement"), dated November 2018.

B. City and Contractor wish to amend the Agreement as set forth in this First Amendment.

**AGREEMENT**

NOW THEREFORE, inconsideration of the mutual promises contained herein, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**SECTION 1.** Section 4.07.C is hereby added to read in full as follows:

**"Section 4.07.C Household Hazardous Waste, Universal Waste, and Electronic Waste Collection Events.** Contractor shall plan, organize and conduct two (2) Household Hazardous Waste, Universal Waste, and Electronic Waste Collection Events per calendar year. Contractor shall conduct the first event on a Saturday that falls on a non-holiday weekend no later than June 30<sup>th</sup> and conduct the second event on a Saturday that falls on a non-holiday weekend no later than December 14<sup>th</sup> of each year. Event dates and locations shall be mutually agreed upon by the City and the Contractor. Contractor shall provide the location for the Household Hazardous Waste, Universal Waste, and Electronic Waste Collection Events at the Contractor's expense. Contractor shall advertise the events through billing inserts, direct mailings and other public outreach methods.

Contractor shall provide all personnel, Containers, equipment, supplies and materials to conduct the Household Hazardous Waste, Universal Waste, and Electronic Waste Collection Events. Contractor shall accept and divert and/or dispose of all Household Hazardous Waste, Universal Waste, and Electronic Waste as defined by the Franchise Agreement generated in the City and delivered to the event by Single-family and Multi-Family Residential Customers. Contractor shall provide this service at no additional cost to City or Customers. Contractor may provide the Household Hazardous Waste, Universal Waste, and Electronic Waste Collection Events in conjunction with the Community Shred Events as outlined in Section 4.07.D.

Contractor shall arrange the in-City location for each event, safety gear, traffic control, any other needed elements for such events and shall obtain all required permits for each event. A site plan and traffic control plan shall be submitted to the City for approval at least thirty (30) days prior to each event. Contractor shall conduct each event in compliance with all applicable federal, state and local laws. All Household Hazardous Waste, Electronic Waste, and Universal Waste shall be sorted at the drop-off site and properly prepared and packaged for proper disposal or Recycling.

Contractor shall Divert a minimum of eighty percent (80%) of all Collected E-waste, U-waste, and HHW from Disposal by use of in-house resources (if Contractor is fully licensed and holds all required permits to do so) and/or use of third parties that are properly licensed and possess all required permits under local, state and federal law and regulations for Recycling, treating, and otherwise handling E-waste, U-waste, and HHW to Divert it from Disposal. Contractor shall Dispose of any non-Divertible HHW in accordance with all local, state and federal regulations and only at properly permitted HHW Disposal facilities operating in accordance with all applicable local, state and federal laws and regulations.

Contractor shall maintain records of the number of Customers dropping off materials during the drop-off event, types, and quantities of E-waste, U-waste, and HHW dropped-off for Diversion, the third-party Persons or organizations where E-waste, U-waste, and HHW was delivered for Diversion, and the quantities and types of E-waste, U-waste, and HHW Disposed, including the licensed and permitted Disposal sites where E-waste, U-waste, and HHW was Disposed. The number of Customers dropping off materials during the drop-off event, types of E-waste, U-waste, and HHW, quantity of each type of E-waste, U-waste, and HHW and the total quantity of HHW Collected, Diverted and Disposed at each drop-off event shall be included in Contractor's Monthly Report for the month the drop-off event was held as described in Attachment K. Contractor shall submit additional records to the City upon request. Contractor shall create and maintain all transportation manifests, records, lists and all other documentation for HHW Collection, transportation and Disposal that are required by local, federal and state laws and regulations. Contractor shall provide pollution control insurance as described in Section 11 of the Agreement.

Contractor shall distribute a postcard to all Residential Customers at least 30 days prior to the event that includes details regarding the event, including, but not limited to, the location of the event, the time of the event, the date of the event, the type of

materials that are acceptable at the event, and any other information as directed by the City. Contractor shall provide the draft postcard to the City at least 90 days in advance of the event.

Contractor shall participate in the County's PaintCare program by Diverting Paint to the County's program when Paint is dropped off at the E-waste, U-waste, and HHW Collection Events."

**SECTION 2.** Section 4.07.D is hereby added to read in full as follows:

**"Section 4.07.D Community Shred Events.** Contractor shall advertise and conduct two (2) shred events each calendar year during the Term. Contractor shall conduct the first event no later than June 30<sup>th</sup> and conduct the second event no later than December 14<sup>th</sup> of each year. Event dates and locations shall be mutually agreed upon by the City and the Contractor. Contractor shall provide the location for the Community Shred Events at the Contractor's expense. Contractor shall advertise the events through billing inserts, direct mailings, and other public outreach methods.

During each shredding event, Single-family and Multi-Family Residential Customers of City may bring an unlimited quantity of paper for shredding. Contractor shall provide all required labor, equipment, traffic control and other needed elements for such events. Contractor shall ensure that all paper delivered by Customers to the community shredding events is properly shredded and Recycled. Contractor shall provide a report to the City within thirty (30) days after each event listing the number of participants and the quantity of paper received, shredded, and Recycled, as well as the name of the subcontractor used for the shredding/secured destruction and recycling of the paper. The number of Customers dropping off materials during the shred event, the quantity, in tons, of paper dropped-off during the event shall be included in Contractor's Monthly Report for the month the community shred event was held as described in Attachment K. Contractor shall provide the community shredding events at no additional cost to the City or to Customers. Contractor may provide the Community Shred Events in conjunction with the Household Hazardous Waste, Universal Waste, and Electronic Waste Collection Events as outlined in Section 4.07.C."

**SECTION 3.** Section 6.08.B is hereby amended to read in full as follows:

**"6.08.B Second Extension Opportunity.** If Contractor meets the implementation requirements listed below and Contractor is in full compliance with all requirements of this Agreement, City will extend the Term of the Agreement by one (1) year. In order to qualify for the second one-year extension, Contractor must have achieved all of the following by December 31, 2026: (a) has continued full implementation of all AB 341 and AB 1826 programs at all Customers required by PRC 42649 et seq. and PRC 42649.8 et seq. to have such programs; (b) has fully implemented an SB 1383 Food Scrap Collection program at one-hundred percent (100%) of the Multi-Family complexes and Gated Developments/HOA's with Centralized Bin/Cart Collection Service (as described in Attachment B) that are required to have this service per SB

1383 (PRC Section 42652 et seq.); and (c) has not exceeded the Contamination caps for Residential, Commercial and Multi-Family Customers as follows: fifteen percent (15%) by weight for Single Stream Recyclable Materials, fifteen percent (15%) by weight for Food Scraps and fifteen percent (15%) by weight for MSW, as described in Section 3.3.6 (xi) of Attachment B. [Note, the 5% source-separated Food Scraps Contamination cap described in Section 3.3.6(xi) is based on a visual inspection of the Container. A 5% contamination rate, assessed visually, is the maximum level of Contamination for a Source-separated Food Scrap program for the purposes of considering a program 'fully implemented' per the definition in Attachment B. The 15% maximum contamination level for Source-separated Food Scraps described herein is a weight-based metric and will be used for assessment of Contractor's attainment of the second extension opportunity.] In the event City has directed the implementation of a program for Co-Collection of Food Scraps with Yard Trimmings for any stream (e.g. Residential, Multi-Family, Gated Developments with Centralized Bin/Cart Collection Service, and/or Commercial) Contractor shall not have exceeded the Contamination cap of fifteen percent (15%) for the Co-Collected materials from such Customers. (Note: With regard to Source Separated Food Scraps Collected from any stream, Contractor must not have exceeded fifteen percent (15%) Contamination or the greater percent allowed by the Food Scrap Processing Facility used for Food Scraps [as described in Section 3.3.6 (xi) of Attachment B] provided that Contractor has utilized said Food Scrap Processing Facility for a minimum of twelve (12) months prior to December 31, 2024 and the Contamination percentage allowed by said Food Scrap Processing Facility has been the same for that entire twelve (12) month period.) If Contractor meets the Diversion requirements for the second extension, the City will extend the Term of the Agreement for one (1) year such that the termination date shall be December 31, 2029 (if Contractor failed to earn the first one-year extension) or December 31, 2030 (if Contractor earned the first one-year Extension). During the period January 1, 2027, through June 30, 2027, City will assess Contractor's performance as follows:

1. ***Continued Full Implementation of AB 341 and AB 1826 Programs.*** City shall conduct a survey of all Customers required to have an AB 341 program (PRC 42649 et seq.) and all Customers required to have an AB 1826 program (PRC 42649.8 et seq.) in City. City will determine if Contractor has continued full implementation of said programs at one-hundred percent (100%) of all the Customers required to have AB 341 and AB 1826 programs. City will utilize the criteria and methodology in Attachment N, Section 3 (b) 3 in making said determinations. Customers on the List of Non-Compliant Customers Referred to City for Enforcement Action Under Mandatory Ordinance" on January 1, 2027, shall not count against Contractor in determining whether Contractor has achieved the requirements to earn the Second Extension. However, if City identifies any Customer required by either PRC 42649 et seq. or PRC 42649.8 et seq. to have a fully implemented AB 341 or AB 1826 program, that does not have a fully implemented program and is not on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" in Attachment K,

Monthly Reports, Item #8, then Contractor fails to earn the Second one-year Extension.

2. ***Multi-Family/Gated Development/HOA Food Scrap Program Implementation.*** City shall conduct a survey of all Multi-Family Customers and all Gated Developments/HOA's with centralized Cart and/or Bin Collection service in City. City will determine if Contractor has fully implemented an SB 1383 Food Scrap Collection program at one-hundred percent (100%) of all the SB 1383 Customers required to have such a program pursuant to PRC Section 42652 *et seq.* City will utilize the criteria and methodology in Attachment N, Section 3 (b) 1 in making said determinations. Multi-Family and Gated Development/HOA Customers on the List of Non-Compliant Customers Referred to City for Enforcement Action Under Mandatory Ordinance" as of January 1, 2027, shall not count against Contractor in determining whether Contractor has achieved the metrics to earn the second extension. However, if City identifies any Customer required by PRC 42652 *et seq.* to have a fully implemented AB 1383 program, that does not have a fully implemented program and is not on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" in Attachment K, Monthly Reports, Item #8, then Contractor fails to earn the Second one-year Extension.
3. ***Achievement of Contamination Caps for Residential, Commercial, Multi-Family, Gated Developments, HOA's and Mobile Home Parks.*** As described in Attachment N, Contractor shall conduct special characterization studies during January 2027 to determine whether or not the required Contamination caps have been met. Special characterization studies shall be performed for each of the following streams: Residential, Multi-Family, and Commercial, and for each of the following components contained in each stream: Single Stream Recyclable Materials/Single Material Recyclables, Food Scraps and MSW, as described in Attachment N. For any component where the characterization study shows that the Contamination cap was exceeded, the Contractor may, at Contractor's sole expense, conduct one (1) additional characterization study for each of the failed components. All subsequent characterization studies for those component(s) exceeding the Contamination cap(s) must be completed on or before March 15, 2027, and the results submitted to City on or before March 25, 2027."
4. ***Contamination Caps for On-Going Performance.*** In addition, Contractor, until March 31, 2026, shall not exceed the Contamination caps for Residential, Commercial, and Multi-Family Customers as follows: twenty-five percent (25%) by weight for Single Stream Recyclable Materials, twenty-five percent (25%) by weight for Food Scraps and twenty-five percent (25%) by weight for MSW, as described in Section 3.3.6 (xi) of Attachment B. [Note, the 5% source-separated Food Scraps Contamination cap described in Section 3.3.6(xi) is based on a visual inspection of the Container. A 5% contamination rate, assessed visually, is the maximum level of Contamination for a Source-separated Food Scrap program for the purposes of considering a program 'fully implemented' per the definition in Attachment B. The 15% maximum contamination level for Source-separated Food

Scraps described herein is a weight-based metric and will be used for assessment of Contractor's attainment of the on-going performance standards.] In the event City has directed the implementation of a program for Co-Collection of Food Scraps with Yard Trimmings for any stream (e.g. Residential, Multi-Family, Gated Developments with Centralized Bin/Cart Collection Service, and/or Commercial) Contractor shall not have exceeded the Contamination cap of twenty-five percent (25%) for the Co-Collected materials from such Customers. (Note: With regard to Source Separated Food Scraps Collected from any stream, Contractor must not have exceeded five percent (5%) Contamination or the greater percent allowed by the Food Scrap Processing Facility used for Food Scraps [as described in Section 3.3.6 (xi) of Attachment B] provided that Contractor has utilized said Food Scrap Processing Facility for a minimum of twelve (12) months prior to December 31, 2024, and the Contamination percentage allowed by said Food Scrap Processing Facility has been the same for that entire twelve (12) month period.)

In addition, Contractor, effective April 1, 2026, during this Agreement, shall not exceed the Contamination caps for Residential, Commercial and Multi-Family Customers as follows: fifteen percent (15%) by weight for Single Stream Recyclable Materials, fifteen percent (15%) by weight for Food Scraps and fifteen percent (15%) by weight for MSW, as described in Section 3.3.6 (xi) of Attachment B. [Note, the 5% source-separated Food Scraps Contamination cap described in Section 3.3.6(xi) is based on a visual inspection of the Container. A 5% contamination rate, assessed visually, is the maximum level of Contamination for a Source-separated Food Scrap program for the purposes of considering a program 'fully implemented' per the definition in Attachment B. The 15% maximum contamination level for Source-separated Food Scraps described herein is a weight-based metric and will be used for assessment of Contractor's attainment of the on-going performance standards.] In the event City has directed the implementation of a program for Co-Collection of Food Scraps with Yard Trimmings for any stream (e.g. Residential, Multi-Family, Gated Developments with Centralized Bin/Cart Collection Service, and/or Commercial) Contractor shall not have exceeded the Contamination cap of fifteen percent (15%) for the Co-Collected materials from such Customers. (Note: With regard to Source Separated Food Scraps Collected from any stream, Contractor must not have exceeded five percent (5%) Contamination or the greater percent allowed by the Food Scrap Processing Facility used for Food Scraps [as described in Section 3.3.6 (xi) of Attachment B] provided that Contractor has utilized said Food Scrap Processing Facility for a minimum of twelve (12) months prior to December 31, 2024, and the Contamination percentage allowed by said Food Scrap Processing Facility has been the same for that entire twelve (12) month period.)"

**SECTION 4.** Section 6.08.C is hereby amended to read in full as follows:

**“6.08.C Failure to Achieve First or Second Extension Requirements.** In the event Contractor meets all of the extension requirements for both the first and second extensions, the Term will be extended to December 31, 2030. If Contractor fails to

meet the requirements for the first one-year extension, such failure will not preclude Contractor from earning a one-year extension of the Agreement under the second extension opportunity. If Contractor fails to meet the requirements for the first one-year extension by the deadline in Section 6.08A herein, but meets the extension requirements for both the first and second one-year extensions by December 31, 2026, City will extend the Term by one (1) year, and the new termination date shall be December 31, 2029.”

**SECTION 5.** Section 6.08.D is hereby amended to read in full as follows:

**“6.08.D Notice to Contractor of Extension or Failure to Earn an Extension.** The City will evaluate Contractor’s performance with regard to the first extension opportunity during April 1 - June 30, 2022. City will notify Contractor in writing on or before August 31, 2022, as to whether or not Contractor has earned the first one-year extension of the Term. The City will evaluate Contractor’s performance with regard to the second extension opportunity during January 1 – June 30, 2027. City will notify Contractor in writing on or before July 1, 2027, as to whether or not Contractor has earned the second potential one-year extension of the Term. The decisions of the City shall be final.”

**SECTION 6.** Section 7.03.E is hereby added to read in full as follows:

**“7.03.E Hydraulic Low Oil Level Warning Monitoring System.** Contractor shall install the Amrep OEM Hydraulic Low Oil Warning System (or equivalent) on all new vehicles placed into service for this Franchise Agreement on or after July 1, 2024.

**SECTION 7.** Section 9.11 is hereby added to read in full as follows:

**“9.11 SB 1383 Procurement.** Contractor shall provide assistance to the City in meeting the procurement of recovered organic waste products as may be required for the City to comply with SB 1383 or other Applicable Law. In addition, Contractor may act as a direct service provider of recovered organic waste products as defined in 14 CCR 18993.1 as agreed to by the City and Contractor in a future amendment to this Agreement or any separate agreement. In the event of such participation is set forth in a separate agreement, any breach of such agreement shall be a breach of this Agreement. The Parties acknowledge and agree that they have executed a separate agreement dated September 28, 2023, regarding the procurement of renewable natural gas (RNG) by Contractor for City’s benefit. The terms of such agreement are hereby incorporated by reference into this Agreement.

**SECTION 8.** A new paragraph shall be added to Section 12.03 to read in full as follows:

“In addition, commencing on July 1, 2024, Contractor shall include a ten percent (10%) discount to the rates for services charged to Residential Customers where the head of the household is sixty-five years of age and above. The discount shall be applied to the then current rate, the initial rate of which is shown in Attachment D-2. This

discount shall not apply to charges for additional Containers, temporary Bin Services, or temporary roll-off service.”

**SECTION 9.** Item #8 is hereby amended in Section 13.09.B to read in full as follows:

“8. For each failure to conform to the requirements of Sections 7.03.D.2, Cleaning; 7.03.D.3, Painting; 7.03.D.4, Leaking Vehicles 7.03.D.7, Maintenance; 7.03.D.8, Brake Inspections; 7.03.E, Operation; 7.04.C, Cleaning, Painting and Maintenance of Contractor-Furnished Containers; 7.05.B, Driver Qualifications; and 7.05.C, Uniforms, which exceed in any one or a combination of categories above three (3) such occurrences annually: ..... \$500.00”

**SECTION 10.** Section 13.09.I is hereby added to read in full as follows:

**“13.09.I Interim Contamination Caps for Ongoing Performance.** Each failure to meet the Contamination caps set forth in Section 14.11.B.2, measured by the Waste Characterization studies performed by Contractor for each waste stream, outlined in Attachment N, results in the following tiered liquidated damages structure using a base rate of \$19,500, beginning January 1, 2025:

1. For each Waste Characterization study where the contamination rates are found to be between twenty-five percent (25%) and thirty-five percent (35%), a prorated rate of fifty (50%) of the maximum liquidated damage of \$19,500 will be assessed:.... \$9,750.
2. For each Waste Characterization study where the contamination rates are between thirty-five percent (35%) and forty-five percent (45%), a prorated rate of seventy-five (75%) of the maximum liquidated damage of \$19,500 will be assessed: ..... \$14,625.
3. For each Waste Characterization study where the contamination rates are found to be in excess of forty-five percent (45%), the full maximum liquidated damage of \$19,500 will be assessed: ..... \$19,500.

Contractor will be assessed liquidated damages for each waste stream where the contamination cap is exceeded per the schedule included above. For example, if a waste characterization found the residential MSW contamination rate is found to be 46%, the Contractor would be assessed liquidated damages in the amount of \$19,500. If a waste characterization found the if the residential recycling contamination rate to be 29%, the Contractor would be assessed liquidated damages in the amount of \$9,750. The City will assess liquidated damages for regularly scheduled waste characterizations (as described in Section 1 of Attachment N) that exceed the maximum contamination caps of 25% per stream. The City will not assess liquidated damages for any supplement waste characterizations that exceed 25% contamination used to assess the Contractor’s attainment of its second extension opportunity.

**SECTION 11.** Section 13.09.J is hereby added to read in full as follows:

**"13.09.J Contamination Caps for Ongoing Performance.** Each failure to meet the Contamination caps set forth in Section 6.08.B, measured by the Waste Characterization studies performed by Contractor for each waste stream, outlined in Attachment N, results in the following tiered liquidated damages structure using a base rate of \$19,500, beginning April 1, 2026 through the term of the agreement:

1. For each Waste Characterization study where the contamination rates are found to be between fifteen percent (15%) and twenty-five percent (25%), a prorated rate of twenty-five (25%) of the maximum liquidated damage of \$19,500 will be assessed: \$4,875.
2. For each Waste Characterization study where the contamination rates are found to be between twenty-five percent (25%) and thirty-five percent (35%), a prorated rate of fifty (50%) of the maximum liquidated damage of \$19,500 will be assessed: ..... \$9,750.
3. For each Waste Characterization study where the contamination rates are between thirty-five percent (35%) and forty-five percent (45%), a prorated rate of seventy-five (75%) of the maximum liquidated damage of \$19,500 will be assessed: ..... \$14,625.
4. For each Waste Characterization study where the contamination rates are found to be in excess of forty-five percent (45%), the full maximum liquidated damage of \$19,500 will be assessed: ..... \$19,500.

Contractor will be assessed liquidated damages for each waste stream where the contamination cap is exceeded per the schedule included above. For example, if a waste characterization found the residential MSW contamination rate is found to be 46%, the Contractor would be assessed liquidated damages in the amount of \$19,500. If a waste characterization found the If the residential recycling contamination rate to be 29%, the Contractor would be assessed liquidated damages in the amount of \$9,750. If a waste characterization found the residential co-collected food scraps and yard trimmings contamination rate to be 17%, the Contractor would be assessed liquidated damages in the amount of \$4,875. The City will assess liquidated damages for regularly scheduled waste characterizations (as described in Section 1 of Attachment N) that exceed the maximum contamination caps of 15% per stream. The City will not assess liquidated damages for any supplement waste characterizations that exceed 15% contamination used to assess the Contractor's attainment of its second extension opportunity.

**SECTION 12.** The Parties expressly acknowledge and agree that the liquidated damages set forth in Section 13.09.B, 13.09.I, and 13.09.J are a reasonable estimate of the damages to the City for failure to meet the above requirement. Contractor and City further reiterate their determination in Section 13.09 for such damages.

**SECTION 13.** Section 14.11.B is hereby amended to read in full as follows:

**“Section 14.11.B Minimum Level of Diversion Program Implementation Required by March 31, 2026.** If Contractor fails to achieve the minimum level of program implementation as described herein, (a) Contractor forfeits its opportunity to earn the Second Extension of the Agreement described in Section 6.08 B of the Agreement, and (b) Contractor shall pay the City’s costs of hiring one or more third parties including but not limited to, consultants, part-time employees, and/or other Persons (City’s Agents) as determined by City to implement said programs.

The minimum required level of program implementation that must be completed by Contractor on or before March 31, 2026, includes all of the following:

- 1. SB 1383 Multi-Family Food Scrap Diversion Program.** Contractor must have fully implemented an SB 1383 Multi-Family Food Scrap Diversion program at a minimum of seventy-five percent (75%) of (a) all Multi-Family complexes (as the Multi-Family Food Scrap program is described in Sections 2.3.5.3 and 2.3.5.4 of Attachment B), and (b) at a minimum of seventy-five percent (75%) of all Gated Developments, HOA’s and Mobile Home Parks with centralized Bin/Cart/Compactor/Roll Off service (as described in Sections 2.3.6 and 2.3.6.1 of Attachment B). [Note: if City has directed Contractor not to implement the SB 1383 Food Scrap program at Multi-Family complexes and at all Gated Developments, HOA’s and Mobile Home Parks with centralized Bin/Cart/Compactor/Roll Off service, this requirement shall not apply.]
- 2. Contractor Has Not Exceeded Interim Container Contamination Caps.** Contractor must have achieved a level of Container Contamination that is at or below the following interim Contamination caps for all Residential, Commercial, Multi-Family, Gated Developments, HOA’s and Mobile Home Parks within City: twenty-five percent (25%) by weight for Single Stream Recyclable Materials, twenty-five percent (25%) by weight for Food Scraps and twenty-five percent (25%) by weight for MSW. In the event City has directed implementation of a Co-Collection program for Food Scraps and Yard Trimmings for any sector(s) of Customers (e.g. Residential, Multi-Family, Gated Developments with Centralized Bin/Cart Collection and/or Commercial), Contractor must have achieved a level of Container Contamination that is at or below twenty-five percent (25%) for such Co-Collected materials. Contractor agrees to pay to City (as liquidated damages and not as a penalty) for the failure to achieve Interim Container Contamination Caps as outlined in Section 13.09.I.
- 3. Contractor Has Maintained Full Implementation of All AB 341 and AB 1826 Diversion Programs.** Contractor must have implemented and maintained AB 341 and AB 1826 Diversion Programs at “full

implementation" (including having performed all the tasks listed in Section 3.3.6 of Attachment B) at one-hundred percent (100%) of all Customers required to have such programs as described in Attachment B. [Note: if Contractor did not achieve the minimum level of AB 341 and AB 1826 program implementation required by Section 14.11.A and Contractor paid for City's Agents to implement such programs; and one hundred percent (100%) of such programs are now operating at "full implementation" levels, Contractor shall be considered to be in compliance with this requirement to fully maintain one-hundred percent (100%) of the AB 341 and AB 1826 programs.]

During the period January 1 through June 30, 2026, City will evaluate Contractor's performance to determine whether or not the minimum level of SB 1383 Multi-Family Food Scrap Diversion program implementation has been achieved, whether the above-listed interim Container Contamination caps have been met, and whether AB 341 and AB 1826 programs have been maintained at "full implementation" at one-hundred percent (100%) of all Customers required to have such programs. In order to make a determination concerning implementation of the SB 1383 Food Scrap Diversion program and the AB 341 and AB 1826 programs, City will review the Red/Green Tracking Spreadsheets, time and work logs of the Recycling Coordinators, all the Monthly, Quarterly, and Annual Reports listed in Attachment K, submitted by Contractor up to and including the Monthly Report for March 2026. City may also conduct site visits at Commercial and Business Establishments, Multi-Family, Gated Developments, HOA's and Mobile Home Park Customers' Premises to determine whether Contractor has achieved the minimum required Diversion program implementation.

In order to make a determination concerning Contractor's performance with regard to the interim Container Contamination caps, City will utilize the results of the Characterization studies performed at all Processing Facilities and for the MSW being delivered for Disposal. The methodology for the studies is described in Attachment N. The City will review the study results for all characterizations performed during the Term, up to and including the following: Source Separated Recyclable Materials performed in the first quarter of 2026; Food Scraps performed in the first quarter of 2026; Co-Collected Yard Trimmings and Food Scraps (if implementation of this program has been directed by City for any sector) performed in the first quarter of 2026; and the MSW waste characterization performed in the second quarter of 2025.

Customers that are required to have an AB 341 Diversion program and/or an AB 1826 Diversion program, and Customers that are required to have a Multi-Family SB 1383 Food Scrap program (including Gated Developments, HOA's and Mobile Home Parks with centralized Bin/Cart/Roll-Off/compactor service) that, as of January 1, 2024, are on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" in Attachment K, Monthly Reports, Item #8, shall not count against Contractor in City's determination as to whether the requirements of this Section 14.11.B have been met.

On or before July 1, 2026, City will notify Contractor as to whether or not Contractor has achieved the minimum required level of SB 1383 Food Scrap Diversion Program implementation, the required interim Container Contamination caps at all Residential, Commercial, Multi-Family, Gated Developments, HOA's and Mobile Home Parks in City, and full implementation of all AB 341 and AB 1826 programs in City. In the event Contractor has not met one, two or all three of these requirements, City may retain the services of one or more Persons as described herein, to complete implementation and/or reduce Contamination levels as follows.

If Contractor has not achieved the requirements of Section 14.11.B.1, Contractor shall pay the cost for City's Agents to implement the required SB 1383 Multi-Family Food Scrap Diversion programs until one-hundred percent of the SB 1383 Food Scrap Diversion Programs are fully implemented at all Multi-Family complexes and at all Gated Developments, HOA's and Mobile Home Parks with centralized Bin/Cart/Roll-Off/compactor service in City.

If Contractor has not achieved the requirements of Section 14.11.B.2, Contractor shall pay the cost for City's Agents to reduce Contamination levels until the Container Contamination caps described in Section 3.3.6 of Attachment B are met at all Residential, Commercial, Multi-Family, Gated Developments, HOA's and Mobile Home Parks in City. [Note: this means Contractor shall pay the cost for City's Agents until the following Container Contamination caps are achieved: fifteen percent (15%) by weight for Single Stream Recyclable Materials, fifteen percent (15%) by weight for Food Scraps and fifteen percent (15%) by weight for MSW. In the event City has directed the implementation of a program for Co-Collection of Food Scraps with Yard Trimmings for any stream (e.g. Residential, Multi-Family, Gated Developments with Centralized Bin/Cart Collection Service, and/or Commercial) Contractor shall not have exceeded the Contamination cap of fifteen percent (15%) for the Co-Collected materials from such Customers. (Note: With regard to Source Separated Food Scraps Collected from any stream, Contractor must not have exceeded fifteen percent (15%) Contamination or the greater percent allowed by the Food Scrap Processing Facility used for Food Scraps [as described in Section 3.3.6 (xi) of Attachment B] so long as Contractor has utilized said Food Scrap Processing Facility for a continuous period corresponding to the period of time that the City and/or City's Agents are correcting the deficiency(ies) and the Contamination percentage allowed by said Food Scrap Processing Facility has remained the same for that entire period.) [NOTE: The Contamination cap listed herein are not the same as the interim Container Contamination caps.]

If Contractor has not achieved the requirements of Section 14.11.B.3, Contractor shall pay the cost for City's Agents to implement the required AB 341 and/or AB 1826 Diversion programs until one-hundred percent (100%) of the Customers required to have AB 341 and/or AB 1826 programs have fully implemented programs.

Contractor shall reimburse City on a monthly basis for the work performed by City's Agents to implement the Diversion programs and/or reduce Container Contamination levels. City will invoice Contractor for this expense and Contractor shall pay said invoices within thirty (30) days of receipt. Contractor shall cooperate with City and City's Agents to implement Diversion programs and reduce Contamination (as applicable). Such cooperation shall include sharing information and data on Customers with City and its Agents, cooperating with City's Agents including ride-alongs on Collection vehicles, providing Containers for Divertible Materials in a timely manner as described in the Agreement including Attachment B, Collecting Containers of Divertible Materials on the schedule agreed upon with the Customer and City and/or City's Agents, and processing the Collected Divertible Materials at the City-approved Processing Facility(ies) described in Articles 5 and 6. Contractor shall not impair, impede or in any way frustrate or otherwise interfere with the actions or efforts of City and/or City's Agents to successfully complete all steps to fully implement the required AB 341, AB 1826 and/or SB 1383 Diversion programs as described herein and to reduce Container Contamination to within the following levels: fifteen percent (15%) by weight for Single Stream Recyclable Materials, fifteen percent (15%) by weight for Food Scraps and fifteen percent (15%) by weight for MSW.

As Diversion programs are implemented by City's Agents, City's Agents will monitor and troubleshoot said programs and provide additional training, education, and site visits for the initial ninety (90) day period following program startup. At the end of the ninety (90) day period, City's agents will transfer responsibility for all aspects of the fully implemented program to Contractor. Contractor shall fully maintain each fully implemented program at the Customer's Premises from that point forward, including completing any and all applicable steps described in Section 3.3.6 of Attachment B. With regard to reducing Container Contamination levels, a similar protocol shall be followed with City's Agents transferring responsibility to Contractor ninety (90) days after the required Container Contamination levels have been achieved at a Customer's Premises.

Contractor shall continue to pay for the work of City's Agents until all of the following conditions have been met: (a) The City's Agents have implemented the remaining AB 341, AB 1826 and/or SB 1383 Diversion programs at one-hundred percent (100%) of all Customers, (b) City's Agents have achieved the required Container Contamination caps as described herein, (c) City's Agents have transferred responsibility for all aspects of each implemented program (including reduced Container Contamination levels, as applicable) to Contractor, and (d) Contractor is fully maintaining each implemented program as described in Section 3.3.6 of Attachment B and is including continuing to meet the required Container Contamination caps in Section 3.3.6 of Attachment B. At such point, City shall notify Contractor in writing and shall submit any final invoice(s) for the work of City's Agents to Contractor for payment."

**SECTION 14.** The Parties previously executed that certain November 23, 2023, Administrative Memorandum of Understanding ("2023 MOU") to update the methodology set forth in Attachment N of the Agreement. Additionally, the Parties wish to reflect the changes made in this Amendment by amending Attachment N, accordingly reflecting the mutually agreed upon changes. The Parties wish to formally amend the Agreement to include the updated Attachment N as set forth as Exhibit 1 to this Amendment. Future changes to processes and methodologies may be required by the City in its sole discretion as set forth in Article 9.09 of the Agreement.

**SECTION 15.** Additionally, the Parties wish to reflect the changes made in this Amendment by amending Attachment K, accordingly reflecting the mutually agreed upon reporting changes. The Parties wish to formally amend the Agreement to include the updated Attachment K as set forth as Exhibit 2 to this Amendment.

**SECTION 16.** Except as modified by this First Amendment, all other terms and conditions of the Agreement remain the same.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment on the Effective Date as set forth above.

**CITY OF LAGUNA NIGUEL**

By: Tamara S. Letourneau  
Tamara S. Letourneau  
City Manager

**CR&R INCORPORATED**

By: DAVID RONNENBERG  
David Ronnenberg  
President

ATTEST:

CITY CLERK

By: Marissa Asistin  
Marissa Asistin  
City Clerk

**EXHIBIT 1 – ATTACHMENT N**

**Attachment N**  
**Processing Facility Characterizations and Onsite Field Container Contamination**  
**Audit Protocols**

In order to measure attainment of performance metrics during the course of the Term, the Contractor shall conduct periodic Processing Facility characterizations and field Contamination audits to determine the levels of Contamination in the MSW, Recyclable Materials, Food Scrap, and Yard Trimmings/Wood streams. The following table provides a summary of the studies and audits required to monitor performance. The specific protocols that shall be used to conduct the studies and audits are also included in this section.

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Sector	Diversion Programs by Sectors	Required Frequency of Studies & Audits		Field and Facility Performance Requirements				Notes
		Processing Facility Characterization Study	On-site Field Container Contamination Audit	Facility diversion rate	On-site Contamination Rate	Minimum Material density	Minimum Avg. Cart Capacity Utilization	
Residential	Residential Single Stream Recycling	2x/year	2x/year	90%+	Less than 10% non-recyclable	NA	NA	
	Residential Curbside Yard Trimmings	2x/year	2x/year	90%+	Less than 10% non-yard trimmings	NA	NA	
	Residential Curbside Co-collected Yard Trimmings/Organics	2x/year	2x/year	90%+	Less than 10% non-yard trimmings/food scraps	NA	NA	Additional facility and in-field audits triggered by less than 35% residential participation
	Residential Curbside Source-Separated Organics	2x/year	2x/year	90%+	Less than 10% non-yard trimmings/food scraps	NA	NA	
	Residential Curbside MSW	2x/year	2x/year	NA	Less than 20% recyclables and food scraps by April 1, 2025	NA	NA	In order to earn the Second 1-year extension, Contractor must demonstrate a cross-contamination cap of 20% recoverable materials in the residential MSW
Commercial and Multi-family	Commercial/Multi-family Single-stream Recycling	2x/year	On-going	90%+	Less than 10% non-recyclable by April 1, 2025	30 lbs./CY	50%	In order to earn the Second 1-year extension, Contractor must demonstrate that no more than 10% of the single-stream recycling stream is non-recoverable
	Commercial/Multi-family Source-separated Food Scraps	2x/year	On-going	90%+	Less than 10% non-yard trimmings/food scraps by April 1, 2025	500 lbs./CY	50%	In order to earn the Second 1-year extension, Contractor must demonstrate that no more than 10% of the organics stream is non-recoverable
	Commercial/Multi-family Co-collected Yard Trimmings and Food Scraps	2x/year	On-going	90%+	Less than 10% non-yard trimmings/food scraps by April 1, 2025	200 lbs./CY	50%	In order to earn the Second 1-year extension, Contractor must demonstrate that no more than 10% of the organics stream is non-recoverable
	Commercial/Multi-family Yard Trimmings	2x/year	On-going	90%+	Less than 10% non-yard trimmings/food scraps by April 1, 2025	150 lbs./CY	50%	In order to earn the Second 1-year extension, Contractor must demonstrate that no more than 10% of the organics stream is non-recoverable
	Commercial/Multi-family MSW	2x/year	On-going	NA	Less than 10% recyclables and food scraps by April 1, 2025	NA	NA	In order to earn the Second 1-year extension, Contractor must demonstrate that no more than 20% of the MSW stream is recoverable
C&D	Construction and Demolition	2x/year	-	65%+	NA	NA	NA	C&D diversion requirement will be pegged to CALGreen diversion requirement which will be updated on January 1, 2020 and tri-annually going forward

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## 1. Processing Facility Characterization Protocols

Note: As used herein, "stream" refers to Residential, Commercial or Multi-Family "streams". Residential includes Gated Developments, HOA's and Mobile Home Parks with individual Cart service. Multi-Family includes Gated Developments, HOA's and Mobile Home Parks with centralized Bin/Cart service. "Component" refers to the type of material: Single Stream Recyclable Materials, Yard Trimmings/Wood, Food Scraps, Co-collected Yard Trimmings/Wood and Food Scraps or Construction and Demolition Debris.

### 1a. Characterization Protocol for Single-Stream/Single-Material Recyclables Delivered to Clean MRF

The following protocol will be used to conduct characterizations at the Clean MRF(s) where the following material components are processed:

- Residential Stream - Single-Stream Recyclable Materials component
- Commercial Stream - Single-Stream Recyclable Materials component
- Multi-Family Stream - Single-Stream Recyclable Materials component

**Timing:** Characterization studies shall be conducted two (2) times each calendar year for each of the above-listed streams and components with the first two (2) characterizations taking place beginning June 2019 and November 2019. The timing for when the characterization studies are conducted shall be staggered so that after two (2) years, one (1) characterization will have taken place during each calendar quarter. For example, for contract year 2 (1/1/2020 – 12/31/2020), the Contractor shall conduct one characterization study of each stream in February 2020 (Calendar Quarter 1) and July 2020 (Calendar Quarter 3). In Contract Year 3 (1/1/2021 – 12/31/2021), the Contractor shall conduct one characterization study of each stream in June 2021 (Calendar Quarter 2) and November 2021 (Calendar Quarter 4). Please see Exhibit N.1. for an example schedule of characterization studies that will be conducted over the course of the contract.

**Methodology:** For each characterization study, loads shall be sampled only from the specified stream (sector of origin). For example, a load sampled from the Commercial Single-Stream Recycling shall not contain any Multi-Family Single Stream Materials.

Each characterization shall be done by hand (i.e. a manual sort not a mechanized sort) and total load weights shall be established for each load sampled. A five-day sampling for each component of each stream shall be conducted to account for changes in the specified stream's component over a week's time.

A total of four (4) samples per load shall be manually sorted separately each day of the five (5) day characterization study. Materials shall be collected using a grid method and shall be hand collected. The grid method assigns an imaginary XY axis over the load

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after it is dumped on the tipping floor. Four random number pairings between 0-20 (for the long dimension of the load i.e. length) and 0-10 (for the shorter dimension of the load i.e. width) shall be generated to identify the location of the samples on the load. Each sample shall weigh at least 50 lbs. and shall be collected by hand in a 60- to 90- gallon container. Next, materials shall be sorted by commodity type and the results shall be weighed. The Residue shall also be separated manually and weighed. The results of the five (5) daily samples shall then be averaged to produce a characterization that shall be used to establish the percentage Diversion and the amount of Residue for the City's Clean MRF routes. This characterization process shall be repeated twice annually to establish the next six-months' tonnage allocation (e.g. percent Diverted and percent that is Residue) to account for seasonal fluctuations that will be included in the tonnage reports described in Attachment K.

The recyclable commodities sampled during this process shall be paper, cardboard, newsprint, mixed paper, plastics (#s 1&2), mixed plastics, non-ferrous metals, tin, aluminum, Wood, Yard Trimmings, and other Recyclable materials as directed by the City. Exhibit N.2 includes an example of the characterization data collection sheet that shall be used during the characterization.

**Calculating Density on Service:** For purposes of determining the average densities of components Collected, and as a metric to evaluate collection efficiencies and Container capacity utilization, the Contractor shall perform the following calculation:

For each stream sampled, the net tonnage of the materials Collected in the sampled trucks shall be calculated by dividing by the total tons Collected of the Recyclable Materials component by the total on-service cubic yards Collected to calculate a density for each of the streams and their components included in the audit.

For example, if five (5) loads sampled weighed a total of 50 Tons and were Collected from 1,000 cubic yards on service, the average "material on service density" for this stream would be 100 lbs. per cubic yard. Cubic yards on service shall be calculated using actual route data (i.e. if one route sampled collected 100 3-yard bins, the yards on service for that route would be 300 cubic yards).

**Reporting:** Contractor shall submit a written report to the City semi-annually beginning July 2019. The report will summarize the results of the characterization study, including a summary of all five (5) days of characterization results; the measured weights for each commodity; the percent of each commodity found in each sample and in aggregate; a description and photographs of the types of Residue materials found during the characterization study; the average density on-service for the materials sampled (i.e. load weights divided by yards collected); and any other data requested by the City. Upon approval by the City, the results of the characterization study shall be applied to the Tons delivered to the Clean MRF and Tons of Residue delivered to the Landfill from the Clean MRF in subsequent monthly reports and shall be in effect until the results of the next characterization study are approved by the City.

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**1b. Characterization Protocol for Yard Trimmings and/or Food Scraps Delivered to Processing Facilities**

The following protocol shall be used to conduct characterizations at the Processing Facilities where the following material components are processed:

- Residential stream - curbside Yard Trimmings component
- Residential stream - curbside co-collected Yard Trimmings and Food Scraps component (if directed by City)
- Residential stream - curbside source-separated Food Scraps component (if directed by City)
- Commercial stream - Co-collected Food Scraps and Yard Trimmings component (if directed by City)
- Commercial stream – Source separated Food Scraps component
- Commercial stream - Yard Trimmings component
- Multi-Family stream - Co-collected Food Scraps and Yard Trimmings component (if directed by City)
- Multi-Family stream – Source separated Food Scraps component (if directed by City)
- Multi-Family stream - Yard Trimmings component

If separate Processing Facilities are utilized for Food Scraps and Yard Trimmings, then separate characterization studies shall be conducted at each facility using the following protocol.

**Timing:** Characterization studies shall be conducted two (2) times each calendar year for each of the above-listed streams and components beginning July 2019 and December 2019. The timing for when the waste characterizations are conducted shall be staggered so that after two (2) years, one (1) characterization shall have taken place during each calendar quarter. For example, for contract year 2 (January 1 – December 31, 2020), the Contractor shall conduct one characterization study of each stream from each sector in March 2020 (Calendar Quarter 1) and October 2020 (Calendar Quarter 4). In Contract Year 3 (January 1 – December 31, 2021), the Contractor shall conduct one characterization of each stream from each sector in July 2021 (Calendar Quarter 3) and December 2020 (Calendar Quarter 4). Please see Exhibit N.1. for an example schedule of characterization studies that will be conducted over the course of the contract.

**Methodology:** For each characterization study, loads shall be sampled only from the specified stream (sector of origin). For example, a load sampled from Commercial Food Scraps route(s) shall not contain any Multi-Family Food Scraps.

Each characterization shall be done by hand (i.e. a manual sort not a mechanized sort) and total load weights shall be established for each load sampled. A five (5) day

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sampling for each component from each stream shall be conducted to account for changes in the material stream over a week's time.

A total of four (4) samples per load shall be manually sorted separately for each day. Materials shall be collected using a grid method and shall be hand collected. The grid method assigns an imaginary XY axis over the load after it is dumped on the tipping floor. Four (4) random number pairings between 0-20 (for the long dimension of the load i.e. length) and 0-10 (for the shorter dimension of the load i.e. width) shall be generated to identify the location of the samples on the load. Each sample shall weigh at least 50 lbs. and shall be collected by hand in a 60- to 90-gallon container. Next, materials shall be sorted into two categories by recoverability (below) and shall be weighed:

Processing Facility Category 1 – Materials Accepted at the Processing Facility:  
Materials acceptable by the Processing Facility

Processing Facility Category 2 - Contamination: Materials that are considered Contamination and that are not accepted by the Processing Facility

The Category 2 non-accepted materials shall also be separated manually and weighed. Each non-recoverable material type shall be carefully photo-documented and included in the Contractor's report to the City. These daily samples shall then be averaged to produce a characterization that shall be used to establish the percentage Diversion and the percentage of Residue the City's Food Scrap and Yard Trimmings routes. This characterization process shall be repeated twice annually to establish the next 6- month's allocation to capture seasonal fluctuations. In the event of a significant rain event, characterizations of Yard Trimmings shall be delayed until dry conditions have returned for a one (1) week period.

Category 1 acceptable materials are dependent on the stream sampled but may include: Food Scraps, Food Soiled Paper, Yard Trimmings, prunings, etc. Category 2 non-acceptable materials types depend on the stream sampled and which Diversion programs are being provided by the Contractor, but may include: MSW, Recyclable Materials, glass, plastics, etc. Exhibit N-3 includes an example of the characterization data collection sheet that shall be used during these characterization studies.

**Calculating Density on Service:** For purposes of determining the average densities of components Collected, and as a metric to evaluate Collection efficiencies and Container capacity utilization, the Contractor shall perform the following calculation:

For each stream sampled, the net tonnage of the materials Collected in the sampled trucks shall be calculated by dividing by the total tons Collected of the Food Scraps component by the total on-service cubic yards Collected to calculate a density for each of the streams and their components included in the audit.

For example, if five (5) loads sampled weighed a total of 50 Tons and were Collected from 1,000 cubic yards on service, the average "material on service

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density" for this stream would be 100 lbs. per cubic yard. Cubic yards on service shall be calculated using actual route data (i.e. if one route sampled collected 100 3-yard bins, the yards on service for that route would be 300 cubic yards).

**Reporting:** Contractor shall submit a written report to the City semi-annually beginning September 2019. The report will summarize the results of the characterization study, including a summary of all five (5) days of characterization results; the measured weights for each commodity or category; the percent of each commodity/category found in each sample and in aggregate; a description and photographs of the types of Residue materials found during the characterization study; the average density on- service for the materials sampled (i.e. load weights divided by yards serviced); and any other data requested by the City. Upon approval by the City, the results of the characterization study shall be applied to the Tons delivered to the Food Scrap and Yard Trimmings Processing Facility(ies) and Tons of Residue delivered to the Landfill from Food Scraps and Yard Trimmings Processing Facility(ies) in subsequent monthly reports and shall be in effect until the results of the next characterization study are approved by the City.

### **1c. Characterization Protocol for MSW Delivered to Disposal Site**

The following protocol will be used to conduct waste characterization studies at the City-designated Disposal Site for the MSW component of the following streams:

- Residential stream - Curbside MSW component
- Commercial stream – MSW component
- Multi-Family stream – MSW component

**Timing:** Waste characterizations shall be conducted two (2) times each calendar year for each of the above-listed MSW streams with the first waste characterizations taking place beginning June 2019. The timing for when the waste characterizations are conducted shall be staggered and occur on a seasonal schedule so that each waste characterization includes all four seasons over a two-year period (e.g., Summer/Winter 2024; Spring/Fall 2025). CR&R will provide the City with a mutually agreed schedule for all future Waste Characterizations which will be reflected in Exhibit N-1. Please see Exhibit N-1 for an example schedule of characterization studies that will be conducted over the course of the contract.

**Sample Selection Methodology – Residential Curbside, Commercial and Multi-family MSW:** For each characterization, loads shall be sampled only from the specified stream (sector of origin). For example, a load sampled from Commercial MSW route(s) shall not contain any Multi-family MSW.

**Methodology:** Each waste characterization shall be done by hand (i.e. a manual sort not a mechanized sort) and total load weights shall be established for each load sampled. The sampling period shall be five (5) consecutive days for MSW from each stream for account for changes in the stream's MSW over a week's time (e.g. one load of MSW from each targeted stream, sampled each day for five days).

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A total of (four) 4 samples per load shall be manually sorted separately each day. Materials shall be collected using a grid method and shall be hand collected. The grid method assigns an imaginary XY axis over the load after it is dumped on the tipping floor. Four (4) random number pairings between 0-20 (for the long dimension of the load i.e. length) and 0-10 (for the shorter dimension of the load i.e. width) shall be generated to identify the location of the samples on the load. Each sample shall weigh at least 50 lbs. and shall be collected by hand in a 60- to 90-gallon container. Next, materials shall be sorted into the following four (4) categories by recoverability and weighed:

- Category 1: Food Scrap or Yard Trimming materials accepted in Contractor-provided Diversion programs
- Category 2: Recyclable Materials accepted in Contractor-provided Recycling program
- Category 3: MSW materials that are not accepted in any Contractor-provided Diversion program
- Category 4: HHW, E-waste, U-waste materials that should not be thrown into the trash

These daily samples shall then be averaged to produce a characterization that shall be used to establish the percentage of Contamination for the City's MSW routes. This characterization process shall be repeated once annually to assess progress towards attainment of meeting performance metrics including Contamination caps.

**Calculating Density on Service:** For purposes of determining the average densities of components Collected, and as a metric to evaluate Collection efficiencies and Container capacity utilization, the Contractor shall perform the following calculation:

For each stream sampled, the net tonnage of the materials Collected in the sampled trucks shall be calculated by dividing by the total tons Collected of the MSW component by the total on-service cubic yards Collected to calculate a density for each of the streams and their components included in the audit.

For example, if five (5) loads sampled weighed a total of 50 Tons and were Collected from 1,000 cubic yards on service, the average "material on service density" for this stream would be 100 lbs. per cubic yard. Cubic yards on service shall be calculated using actual route data (i.e. if one route sampled collected 100 3-yard bins, the yards on service for that route would be 300 cubic yards).

Exhibit N-4 includes an example of the waste characterization data collection sheet that shall be used during these waste characterization studies.

**Reporting:** Contractor shall submit a written report to the City annually beginning October 2019. The report will summarize the results of the characterization study, including a summary of all five (5) days of characterization results; the measured weights for each commodity or category; the percent of each commodity/category found in each sample and in aggregate; a description and photographs of the types of Residue materials found during the characterization study; the average on-service

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density for the materials sampled (i.e. load weights divided by yards serviced); and any other data requested by the City.

**1d. Characterization Methodology for C&D Processing Facilities**

Twice annually beginning July 2019 and December 2019, Contractor shall report facility-wide Diversion rates for all C&D Processing Facilities used by the Contractor. The Contractor shall provide facility-wide Diversion rate data and a written explanation, including calculations, of how the Diversion rate was calculated. The City may request source documentation supporting the facility-wide Diversion rate. Upon request by the City, the Contractor shall conduct a weight-based characterization study for materials Collected by Contractor in City and delivered to the Contractor's C&D Processing Facility over the course of a five (5) day period. The Contractor shall manually sort the contents of each of the C&D loads originating in the City by commodity types (including, at a minimum, Wood, concrete, asphalt, drywall/gypsum, bricks, metals, dirt, Yard Trimmings, and grubbing material) and weigh the separated commodities to calculate the Diversion rate.

**Reporting:** Contractor shall submit a written report to the City semi-annually beginning October 2019. The report shall summarize the results of the characterization study, including a roll-up of all five (5) days of characterization results; the measured weights for each commodity or category; the percent of each commodity/category found in each sample and in aggregate; a description and photographs of the types of Residue materials found during the characterization study; the average on-service density for the materials sampled (i.e. load weights divided by yards serviced); and any other data requested by the City. Upon approval by the City, the results of the characterization study shall be applied to the Tons delivered to the C&D Processing Facility and Tons of Residue delivered to the Landfill in subsequent monthly reports and shall be in effect until the results of the next characterization study are approved by the City.

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## 2. On-site Field Container Contamination Audits

### 2a. Residential Curbside Field Contamination Audits

The following methodology shall be used to conduct on-site field Contamination audits of the following Residential curbside programs:

- Single-Stream Recycling
- Yard Trimmings/Wood
- Source-Separated Food Scraps (if directed by City)
- Co-collected Yard Trimmings and Food Scraps (if directed by City)
- MSW

**Timing:** On-site field Contamination audits shall be conducted two (2) times each calendar year for each of above-listed programs. The timing for when the field Contamination audits are conducted shall be staggered so that after two (2) years, one (1) field Contamination audit shall have taken place during each calendar quarter with the first audit occurring June 2019. For example, for contract year 1 (1/1/2019 – 12/31/2019), the Contractor shall conduct one field Contamination audit of each stream in June 2019 (Calendar Quarter 2) and November 2019 (Calendar Quarter 4). In Contract Year 2 (1/1/2020 – 12/31/2020), the Contractor shall conduct one field Contamination audit of each stream in February 2020 (Calendar Quarter 1) and July 2020 (Calendar Quarter 3).

**Methodology:** Before the on-site field Contamination audits are conducted, the Contractor shall coordinate with the City to target specific Residential neighborhoods throughout the City. Each semi-annual on-site field Contamination audit shall target a minimum of two percent (2%) of the residences served by the Contractor in the City (approximately 250 accounts per audit) and shall take place over five (5) consecutive service days with each daily audit targeting a separate Residential route (e.g. approximately 50 accounts shall be audited per service day). The audits shall be conducted on all Containers placed at curbside by the resident for Collection (e.g. MSW, Recyclable Materials, and Yard Trimmings) before the Containers are Collected, in order to observe full Containers. Contractor shall open all bags encountered during the field audits. During the audits, the Contractor shall note all the following attributes on a City-approved data collection form (see Exhibit N-3 for an example of this form):

- Fullness of each of the Carts set out for Collection (percent full – by volume)
- Percentage, by volume, of observed Contamination in each of the Carts set out for Collection (i.e. MSW or Food Scraps in Containers for Recyclable Materials; Recyclable Materials, Food Scraps, and/or Yard Trimmings in MSW Container; Recyclable Materials or MSW in Yard Trimmings Container; Recyclable Materials and MSW in a Co-collected Yard Trimmings and Food Scraps Container)
- Participation of residents in co-collection program, if applicable (i.e. the presence of Food Scraps in Yard Trimmings/Food Scrap cart)

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- Curbside placement rates (i.e. the absence of a Recyclable Materials or Yard Trimmings Container when an MSW Container is present at the curb)
- The presence of bagged materials in Recyclable Materials, Food Scrap and Yard Trimmings Containers
- Total weight of each Cart for at least 20% of those sampled (weigh using portable scale)

If there is observed Contamination in excess of ten percent (10%) in any Cart, the Contractor shall place a hang-tag on the Cart notifying the Customer of the Contamination incident and how to correct it. The City shall approve of the hang-tag before it is placed into use. The Contamination items and quantities shall be noted and photographed. The photo number and Contamination item(s) shall be noted in the field data collection sheet.

**Reporting:** Contractor shall submit a written report to the City semi-annually beginning in October 2019. The report will summarize the results of the monitoring program, the number of households monitored, the number of non-participants, Contamination incidents for each six-month period, the average fullness levels of each Residential component, the average weights of each component, the average observed Contamination levels for each component, specific Contaminants found in each component, photos supporting the findings, and an action plan to reduce Contamination if observed levels exceed ten percent (10%).

## **2b. Commercial/Multi-family In-Field Container Contamination Audits**

The following methodology shall be used to conduct on-site field Contamination audits of the following Commercial and Multi-Family programs:

- Single-Stream and Single-Material Recyclables
- Source separated Food Scraps
- Yard Trimmings
- Co-collected Yard Trimmings and Food Scraps (if directed by City)
- MSW

**Purpose:** To quantify the volume of Divertible materials (i.e. Recyclable Materials, Yard Trimmings and Food Scraps) in Commercial MSW Containers in order to measure the efficacy of Source-Separated Recycling and Food Scrap Collection programs; and the data gathered from the on-site field Container Contamination audits will help the City to determine the following:

- 1) If there are Divertible materials still being deposited in the MSW Bins/Carts after a Single Stream and/or Single Material Recycling program and a Food Scrap Collection program have been implemented.
- 2) The levels of Contamination in Single-Stream Recycling and Food Scrap Collection Bins as well as in MSW Bins/Carts.

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- 3) The types, weights, volumes, and densities of materials being placed into the MSW Bin/Cart after a Single Stream and/or Single Material Recycling program and a Food Scrap Collection program have been implemented.
- 4) Identify specific Customers where additional outreach, education and training is needed.

**Timing:** On-site field Contamination audits shall be conducted on an on-going basis and incorporated into the Recycling Coordinators' daily site work so that annually all Commercial and Multi-Family Customers in the City will receive at least two (2) field Contamination audits of all of the above-listed components. Audits shall commence in January 2019 and continue throughout the Term.

**Methodology:** Using a field data sheet collaboratively developed and approved of by the City, Contractor shall note the following attributes for all Bins and/or Carts present at each Customer:

- Capacity utilization (i.e. Bin/Cart percent full by volume)
- Percentage, by volume, of Recyclable Materials and Food Scraps found in each Bin/Cart
- Percentage, by volume, of MSW found in the Single Stream Recyclables and/or Food Scrap and/or Yard Trimmings Bin/Cart(s)
- Percentage, by volume, of Divertible Food Scraps and of Recyclable Materials found in the MSW Bin/Cart (percentage of each material)
- Percent fullness of each Bin/Cart associated with the account
- Serial numbers or bar code numbers on the Bins/Carts
- Weight of a minimum of ten percent (10%) of the Food Scrap Carts audited
- Date of site visit
- Photo number(s)
- Discrepancies between field inventories and account service database (i.e. what equipment the Customer has compared to what that Customer is being billed for)
- Any other notable observations.

The on-site field Contamination audits shall be conducted as close as possible to the regular Collection day and time for the Bins/Carts in order to obtain an accurate assessment of the Bin/Cart contents at the time of routine Collection. All field observations shall be photo-documented and photo numbers tracked on the field data collection sheet.

**Reporting:** Contamination field audit data shall be tracked in a shared document, updated daily and accessible at any time by both the City and the Contractor, via a cloud-based server such as Dropbox or Box.net. This field Contamination audit data shall be incorporated into the account interaction tracking document (Red Green Tracking Spreadsheet) described in Attachment K. Twice annually, in March and in September, (beginning March 2019 and September 2019) the Contractor shall submit a

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summary report with all year-to-date data aggregated and analyzed. Key metrics in the report shall include:

- Average Bin/Cart capacity utilization by stream and component
- Average Contamination percentage levels, by volume, by stream, by component and by Contamination types
- Material densities by stream and by component, accounting for capacity utilization
- Any disparities between field observations and service discrepancies
- Photos and descriptions of common Contaminants encountered
- If Contamination exceeds ten percent (10%) by component, an action plan to reduce Contamination
- Actions taken to reduce Contamination during the reporting period
- Other notable data

### **3. Third-Party Assessment of Performance Metrics For Earning First and/or Second Contract Extension**

In order to determine whether Contractor has earned the First and/or the Second Extension Opportunity described in Article 6 of the Agreement, the City will utilize the assessments described below.

#### **3.a. Assessment of Phase 1 Performance Metrics**

##### **1. AB 341 Commercial and Multi-family Single Stream & Single Material Collection Program Implementation.**

- a. The City or its representative will conduct site surveys of all AB 341 accounts as determined by City in its sole discretion. The site surveys will determine whether the programs are in place, whether the Customer is fully participating in the program, whether or not the program exceeds the maximum Contamination levels described in Attachment B, Section 3.3.6, and whether the Customer is in compliance with the requirements of AB 341. In order for a Customer's program to be found to be "fully implemented", Contractor must have completed all steps for program implementation listed in Section 3.3.6 of Attachment B to the satisfaction of City. In order to earn the first one-year extension, Contractor must have "fully implemented" an AB 341 program at all Customers required to have a program as set forth in PRC Section 42649 *et seq.* Customers on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" shall not count against Contractor with regard to earning the First Extension Opportunity as described in Section 6.08A of the Agreement.

##### **2. AB 1826 Food Scrap Program implementation**

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- a. The City or its representative will conduct site surveys of all AB 1826 accounts, as determined by City in its sole discretion. The site surveys will determine whether the programs are in place, whether the Customer is fully participating in the program, whether or not the program exceeds the maximum Contamination levels described in Attachment B, Section 3.3.6, and whether the Customer is in compliance with the requirements of AB 1826. In order for a Customer's program to be found to be "fully implemented", Contractor must have completed all steps for program implementation listed in Section 3.3.6 of Attachment B to the satisfaction of City. In order to earn the first one-year extension, Contractor must have "fully implemented" an AB 1826 program at all Customers required to have a program as set forth in PRC Section 42649.8 *et seq.* Customers on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" shall not count against Contractor with regard to earning the first one-year extension as described in Section 6.09 of the Agreement.

**Note:** In order to earn the first one-year extension, Contractor must have completed all the implementation steps contained in Section 3.3.6 of Attachment B. The City will be monitoring results of the characterizations and the audits to determine the levels of Contamination in Single Stream Recyclable Materials, Single Material Recyclables and Food Scraps. If Contractor fails to achieve the Contamination limits contained in Attachment B, Section 3.3.6, (xi) Contractor must be working with the business owners, managers and employees to re-train, troubleshoot and otherwise provide technical assistance to reduce the Contamination.

Those efforts are required in order to earn the First Extension. However, failure to actually achieve the Contamination limits at 100% of all AB 341 and AB 1826 Customers is not required in order to earn the First Extension, and will not count against Contractor for purposes of earning the First Extension. Achievement of the Contamination limits is required in order for Contractor to earn the Second Extension (see Section 3.b.2 below).

### 3.b. Assessment of Phase 2 Performance Metrics

#### 1. SB 1383 Multi-Family Food Scrap Collection Program implementation

- a. PRC Section 42652 *et seq.* requires Collection of Food Scraps, Yard Trimmings and Wood from all Multi-Family complexes on or before January 1, 2022. For purposes of the Second Extension Opportunity, Contractor will be evaluated on the Food Scrap Collection program at Multi-Family complexes and not the Yard Trimmings/Wood Collection program. [Note: Contractor's achievement of the Second Extension Opportunity metrics does not include Yard Trimmings and Wood as the handling and disposition of these materials will likely be done partially or completely by third party landscapers and gardeners, over whom Contractor has no control. In the event City directs implementation of a

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Multi-Family co-collected Food Scrap and Yard Trimmings/Wood program, Contractor shall only be evaluated on Contractor's implementation of the Multi-Family Food Scrap Collection portion of the program and not implementation of the Yard Trimmings/Wood program. However, the Contamination caps described in Section 3.3.6 of Attachment B will still apply in order for a Food Scrap Collection program or a Food Scrap and Yard Trimmings/Wood co-collection program to be considered "fully implemented" at a Multi-Family complex. The Container Contamination caps are: fifteen percent (15%) Contamination in Single Stream Recyclable Materials Containers, fifteen percent (15%) in Food Scraps Containers or co- collected Food Scraps and Yard Trimmings/Wood Containers and fifteen percent (15%) in MSW Containers.] The City or its representative will conduct site surveys of all Multi-Family Customers as determined by City in its sole discretion. The site surveys will determine whether the Food Scrap Collection program (or co-collected Food Scrap and Yard Trimmings/Wood program) is in place, whether the Customer is fully participating in the program, and whether or not the program exceeds the maximum Contamination levels described in Attachment B, Section 3.3.6. In order for a Customer's program to be found to be "fully implemented", Contractor must have completed all steps for Food Scrap program implementation listed in Section 3.3.6 of Attachment B to the satisfaction of City. In order to earn the Second one-year extension, Contractor must have "fully implemented" a Multi-Family Food Scrap Collection program (or a co-collected Food Scraps and Yard Trimmings/Wood program) at all Multi-Family complexes in City. Note, the 5% source-separated Food Scraps Contamination cap described in Section 3.3.6(xi) is based on a visual inspection of the Container. A 5% contamination rate, assessed visually, is the maximum level of Contamination for a Source-separated Food Scrap program for the purposes of considering a program 'fully implemented' per the definition in Attachment B. The 15% maximum contamination level for Source-separated Food Scraps described herein is a weight-based metric and will be used for assessment of Contractor's attainment of the second extension opportunity. Customers on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" shall not count against Contractor with regard to earning the Second Extension Opportunity as described in Section 6.08B of the Agreement.

**2. Achievement of Contamination Caps for Residential, Commercial and Business Establishments, Multi-Family, Gated Developments, HOA's and Mobile Home Parks**

- a. After the conclusion of the implementation period for earning the Second Extension Opportunity (December 31, 2026), using the protocols included in Subparts 1a, 1b and 1c of this Attachment N, the Contractor will conduct special weight-based characterization studies (in addition to the regular recurring characterizations) of the following materials streams and components to determine the level of Contamination and whether Contractor has met the Contamination caps required to earn the Second Extension Opportunity. The special characterization studies shall be

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conducted by Contractor during January 2027. The Contamination caps (maximum allowed Contamination) from Attachment B, Section 3.3.6 required to earn the Second Extension Opportunity are included below for each stream:

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**Residential Stream (Including individual Cart service at Gated Developments, HOA's and Mobile Home Parks)**

1. For Curbside Single Stream Recyclable Materials component Second Extension Opportunity Contamination Maximum: 15%
2. For Curbside MSW component Second Extension Opportunity Contamination Maximum: 15%
3. For Curbside Food Scraps component (if directed by the City) Second Extension Opportunity Contamination Maximum: 15%
4. OR For Curbside Co-collected Yard Trimmings and Food Scraps component Second Extension Opportunity Contamination Maximum: 15%
- ii. **Multi-Family Stream (including Gated Developments, HOA's, and Mobile Home Parks with centralized Bin/Cart/Compactor service)**
  1. Single-stream and Single-Material Recyclable Materials component Second Extension Opportunity Contamination Maximum: 15%
  2. MSW component Phase 2 Contamination Maximum: 15%
  3. Food Scraps component Second Extension Opportunity Contamination Maximum: 15%
  4. OR Co-collected Yard Trimmings and Food Scraps component (if directed by the City) Second Extension Opportunity Contamination Maximum: 15%
- iii. **Commercial and Business Establishments Stream**
  1. Single-Stream and Single-Material Recyclable Materials component Second Extension Opportunity Contamination Maximum: 15%
  2. MSW component Second Extension Opportunity Contamination Maximum: 15%
  3. Food Scraps component Second Extension Opportunity Contamination Maximum: 15%
  4. OR Co-collected Yard Trimmings and Food Scraps component (if directed by the City) Second Extension Opportunity Contamination Maximum: 15%

Note, the 5% source-separated Food Scraps Contamination cap described in Section 3.3.6(xi) is based on a visual inspection of the Container. A 5% contamination rate, assessed visually, is the maximum level of Contamination for a Source-separated Food Scrap program for the purposes of considering a program 'fully implemented' per the definition in Attachment B. The 15% maximum contamination level for Source-separated Food Scraps described herein is a weight-based metric and will be used for assessment of Contractor's attainment of the second extension opportunity.

- b. The City or its representative will be present for these characterization studies to verify that the Contractor has met the Contamination cap

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requirements for the Second Extension Opportunity. Contractor will submit the results of the January 2027 special characterizations to the City by February 14, 2027. City will notify Contractor of its decision about which Contamination caps have been achieved and which, if any, have not been met, on or before February 21, 2027.

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c. If Contractor has failed to meet the any of the Contamination caps required to earn the Second Extension Opportunity the following process shall be followed. There are a total of nine (9) Contamination caps as listed above. For any component where the characterization study showed that the Contamination cap was exceeded, the Contractor may, at Contractor's sole expense, conduct one (1) additional characterization study for each of the failed components. Refer to Exhibit N-5 for the protocol for calculating the composite Contamination levels when using a supplemental characterization study. All subsequent characterization studies for those component(s) exceeding the Contamination cap(s) must be completed on or before March 15, 2027 and the results submitted to City on or before March 25, 2027. Example: The Contractor completed its characterization of the Multi-Family stream, Food Scrap component, on January 15, 2027 and found a twenty percent (20%) Contamination rate. The Contractor could conduct another characterization study of the Multi- Family stream, Food Scrap component on or before March 15, 2027 and submit the results on or before March 25, 2027.

**3. Continued Full Implementation of AB 341 and AB 1826 Programs**

a. In order to earn the Second Extension Opportunity, Contractor must have continued full implementation of all AB 341 and AB 1826 programs at one-hundred percent (100%) of Customers required to participate in said programs, as described in Article 6 and in this Attachment N above under the First Extension Opportunity.

i. Continued Full Implementation of AB 341 Recycling Programs.  
The City or its representative will conduct site surveys of all Customers required to participate in an AB 341 Single Stream and/or Single Material Recycling program as determined by City in its sole discretion. The site surveys will determine whether the programs are in place, whether the Customer is fully participating in the program, whether or not the program meets the maximum Contamination levels (caps) described in Attachment B, Section 3.3.6, and whether the Customer is in compliance with the requirements of AB 341. In order for a Customer's program to be found to be "fully implemented", Contractor must have completed all steps for program implementation listed in Section 3.3.6 of Attachment B to the satisfaction of City. In order to earn the Second Extension Opportunity, Contractor must have continued "full implementation" of an AB 341 program at all Customers required to have a program as set forth in PRC Section 42649 *et seq.* Customers on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" shall not count against Contractor with regard to earning the Second Extension Opportunity as described in Section 6.08 of the Agreement.

ii. Continued Full Implementation of AB 1826 Food Scrap Programs.  
The City or its representative will conduct site surveys of all Customers required to participate in an AB 1826 Food Scrap program, as determined by City in its sole discretion. The site

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surveys will determine whether the programs are in place, whether the Customer is fully participating in the program, whether or not the program meets the maximum Contamination levels (caps) described in Attachment B, Section 3.3.6, and whether the Customer is in compliance with the requirements of AB 1826. In order for a Customer's program to be found to be "fully implemented", Contractor must have completed all steps for program implementation listed in Section 3.3.6 of Attachment B to the satisfaction of City. In order to earn the Second Extension Opportunity, Contractor must have continued "full implementation" of an AB 1826 program at all Customers required to have a program as set forth in PRC Section 42649.8 *et seq.* Customers on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" shall not count against Contractor with regard to earning the Second Extension Opportunity as described in Section 6.08 of the Agreement.

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**Exhibit N-1: Sample Schedule of Characterization Studies to be Conducted  
During the Course of the Contract**

Contract Year →	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10	YR 11	YR 12	
Calendar Years* →	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
Stream, Component ↓	SS/SM RECYC	6/19, 11/19	2/20, 7/20	6/21, 11/21	2/22, 7/22	6/23, 11/23	2/24, 7/24	6/25, 11/25	2/26, 7/26	6/27, 11/27	2/28, 7/28	6/29, 11/29	2/30, 7/30
RESIDENTIAL	YT	7/19, 12/19	3/20, 10/20	7/21, 12/21	3/22, 10/22	7/23, 12/23	3/24, 10/24	7/25, 12/25	3/26, 10/26	7/27, 12/27	3/28, 10/28	7/29, 12/29	3/30, 10/30
	YT/FS♦	7/19, 12/19	3/20, 10/20	7/21, 12/21	3/22, 10/22	7/23, 12/23	3/24, 10/24	7/25, 12/25	3/26, 10/26	7/27, 12/27	3/28, 10/28	7/29, 12/29	3/30, 10/30
	MSW	6/19	9/20	12/21	2/22	6/23	9/24	12/25	2/26	6/27	9/28	6/29	9/30
	SS/SM RECYC	6/19, 11/19	2/20, 7/20	6/21, 11/21	2/22, 7/22	6/23, 11/23	2/24, 7/24	6/25, 11/25	2/26, 7/26	6/27, 11/27	2/28, 7/28	6/29, 11/29	2/30, 7/30
COMMERCIAL	FS	7/19, 12/19	3/20, 10/20	7/21, 12/21	3/22, 10/22	7/23, 12/23	3/24, 10/24	7/25, 12/25	3/26, 10/26	7/27, 12/27	3/28, 10/28	7/29, 12/29	3/30, 10/30
	YT	7/19, 12/19	3/20, 10/20	7/21, 12/21	3/22, 10/22	7/23, 12/23	3/24, 10/24	7/25, 12/25	3/26, 10/26	7/27, 12/27	3/28, 10/28	7/29, 12/29	3/30, 10/30
	FS/YT♦	7/19, 12/19	3/20, 10/20	7/21, 12/21	3/22, 10/22	7/23, 12/23	3/24, 10/24	7/25, 12/25	3/26, 10/26	7/27, 12/27	3/28, 10/28	7/29, 12/29	3/30, 10/30
	MSW	6/19	9/20	12/21	2/22	6/23	9/24	12/25	2/26	6/27	9/28	6/29	9/30

**Key**

SS = Source-Separated Recyclable Materials

SM = Single-Materials Recyclable Materials

YT = Yard Trimmings

YT/FS = Co-collected Yard Trimmings and Food Scraps

MSW = Municipal Solid Waste

\*For the purposes of this table, calendar years begin January 1 and end December 31

. Symbol indicates that these programs will be characterized if directed by the City

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**Exhibit N-2: Characterization Form for Single-Stream/Single-Material Being**  
**Delivered to Clean MRF**

City				
Day				
Date				
Time				
Route				
Origin				
Truck Number				
Total Sample Weight				
Total Load Weight				
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	Total Weight	Container Weight	Net Weight (A-B=C)	Percentage
Aluminum				-
Tin				-
PET (#1)				-
HDPE (#2)				-
Mixed Plastic (3-7)				-
Glass				-
Newspaper				-
Mixed Paper				-
Cardboard				-
Metal				-
Textiles				-
Film Plastic				-
<b>Total Recyclables</b>	-			-
Residue				-
<b>Total</b>	-			-
<b>Load Diversion Percentage</b>				
Notes:				

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**Exhibit N-3: Characterization Form for Food Scraps and Yard Trimmings/Wood**  
**Being Delivered to Processing Facility**

City				
Day				
Date				
Time				
Route				
Origin				
Truck Number				
Total Sample Weight				
Total Load Weight				
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	Total Weight	Container Weight	Net Weight (A-B=C)	Percentage
Category 1: Food Scraps				
Category 1: Yard Trimmings				
Category 1: Food Soiled Paper				
Total Category 1 Organics				
Category 2: MSW Items				-
Category 2: Recyclable Items				-
Total Category 2 Contamination				
<b>Total (Cat 1 + Cat 2)</b>	-		-	-
<b>Load Diversion Percentage</b>				
<b>Notes / Notas:</b>				

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**Exhibit N-4: Characterization Form for MSW**

City				
Day				
Date				
Time				
Route				
Origin				
Truck Number				
Total Sample Weight				
Total Load Weight				
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	Total Weight	Container Weight	Net Weight (A-B=C)	Percentage
Category 1: Food Scraps				
Category 1: Yard Trimmings				
Category 1: Food Soiled Paper				
Total Category 1 Organics				
Category 2: Recyclable Fibers				
Category 2: Recyclable Plastics				
Category 2: Recyclable Metals				
Category 2: Recyclable Glass				
Total Category 2 Recyclables				
Total Category 3 MSW				
<b>Total (Cat 1 + Cat 2 + Cat 3)</b>	-		-	-
<b>Load Recoverability Percentage</b>				
<b>Notes:</b>				

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**Exhibit N-5 – Protocol to Calculate Composite Characterization Contamination Rate for Earning Phase 2 Incentives**

**Table N-5.1: Form to be used to calculate composite characterization Contamination rate:**

	A Characterization #1	B Characterization #2	C Total Composite Annual Characterization	D Supplemental Characterization	E Total Composite Annual Characterization with Supplemental Characterization
1 Divertable Materials (lbs.)					
2 Contaminants (lbs.)					
3 Total Sample Weight (lbs.)					
4 Contamination Percentage					

**Scenario 1: Example Phase 2 Contamination Level Achieved**

**Table N-5.2: Sample calculations for if Phase 2 maximum Contamination level (15%) is not exceeded.**

	A Characterization #1	B Characterization #2	C Total Composite Annual Characterization	D Supplemental Characterization	E Total Composite Annual Characterization with Supplemental Characterization
1 Divertable Materials (lbs.)	100	120	220		
2 Contaminants (lbs.)	15	20	35		
3 Total Sample Weight (lbs.)	115	140	255		
4 Contamination Percentage	13%	14%	14%		

**\* Note:** The numbers in the sample calculations in this Attachment N are for example only and do not reflect the actual values of the sampling results.

**Step 1.** Enter weight (in lbs.) of Divertible materials from characterization #1 into Cell A1 and characterization #2 into Cell B1.

**Step 2.** Enter weight (in lbs.) of Contaminants from characterization #1 into Cell A2 and characterization #2 into Cell B2.

**Step 3.** Sum sample weight (in lbs.) of Divertible Materials (A1) and Contaminants (A2) from characterization #1 into Cell A3 and sum Divertible Materials (B1) and Contaminants (B2) from characterization #2 in Cell B3.

**Step 4.** Calculate Contamination rate in row 4 for each characterization by dividing the

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Contamination weight (A2 characterization #1 and B2 for characterization #2) by the total sample weight (A3 for characterization #1 and B3 for characterization #2). Enter calculated contamination rate into cell A4 for characterization #1 and B4 for characterization #2.

**Step 5.** Sum weight of Divertible Materials, Contaminants, and Total Sample Weight from characterizations #1 and #2 in column C. Add cell A1 plus cell B1 to calculate total weight of Divertible Materials from both characterizations and enter sum into cell C1. Add cell A2 plus cell B2 to calculate total weight of Contaminants from both characterizations and enter sum into cell C2. Add cell A3 plus cell B3 to calculate Total Sample Weight from both characterizations and enter sum into cell C3.

**Step 6.** Calculate Total Composite Annual Characterization Percentage in cell C4. Dividing the combined Contamination weight for characterization #1 and #2 in cell C2 by the total combined sample weights for characterization #1 and #2 in cell C3. Enter composite Contamination percentage into cell C4 for characterization #1 and #2. In the example provided above, no additional supplemental characterizations are needed as the Contractor's Contamination percentage of 14% did not exceed the Phase 2 maximum Contamination level of 15%. This calculation shall be done for all collected streams (MSW, Recyclable Materials, Source-separated Food Scraps, and Co-Collected Food Scraps/Yard Trimmings).

**Scenario 2: Phase 2 Contamination Level Achieved Using Supplemental Characterizations**

**Table N-5.3: Sample calculations if Phase 2 Contamination level (15%) is NOT met but a supplemental characterization (Column D) is conducted and incorporated into the averages and the level is achieved.**

	A	B	C	D	E
	Characterization #1	Characterization #2	Total Composite Annual Characterization	Supplemental Characterization	Total Composite Annual Characterization with Supplemental Characterization
1 Divertable Materials (lbs.)	100	100	200	352	552
2 Contaminants (lbs.)	<u>10</u>	<u>30</u>	<u>40</u>	<u>25</u>	<u>65</u>
3 Total Sample Weight (lbs.)	110	130	240	377	617
4 Contamination Percentage	9%	23%	17%	7%	11%

\* **Note:** The numbers in the sample calculations in this Attachment N are for example only and do not reflect the actual values of the sampling results.

**Step 1.** Repeat steps 1 - 6 above to calculate Total Composite Annual Contamination percentage in cell C4. If this amount exceeds the Contamination level (in this case 15%), the Contractor may conduct one (1) supplemental characterization and enter the results into column D to calculate an updated Contamination percentage.

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**Step 2.** Enter weight (in lbs.) of Divertible materials from supplemental characterization into cell D1 and enter weight (in lbs.) of Contaminants from supplemental characterization into cell D2.

**Step 3.** Sum sample weight (in lbs.) of Divertible Materials (D1) and Contaminants (D2) from supplemental characterization into Cell D3.

**Step 4.** Calculate Contamination percentage in cell D4 for supplemental characterization by dividing the Contamination weight (cell D2) by the total sample weight (cell D3). Enter calculated contamination percentage into cell D4 for supplemental characterization.

**Step 5.** Add weight of composite Divertible Materials from cell C1 to Divertible Materials from Supplemental Characterization in cell D1 and enter sum into cell E1. Add weight of composite Contaminants from cell C2 to Contaminants from Supplemental Characterization in cell D2 and enter sum into cell E2. Add weight of total sample from cell C3 to Total Sample Weight from Supplemental Characterization in cell D3 and enter sum into cell E3.

**Step 6.** Calculate Total Composite Annual Characterization with Supplemental Characterization in cell E4 by dividing the combined Contamination weight for all characterizations in cell E2 by the total combined sample weights for all characterizations in cell E3. Enter composite Contamination percentage into cell E4 for all characterizations. In the example provided above, with the supplemental characterization, the Contractor's composite Contamination percentage of 11% did not exceed the Phase 2 Contamination level of 15%. This calculation shall be done for all collected streams to determine the Contamination percentage achieved for each stream (MSW, Recyclable Materials, Source-Separated Food Scraps, and Co-Collected Food Scraps/Yard Trimmings).

**EXHIBIT 2 – ATTACHMENT K**

## ATTACHMENT K

### Reports to be Submitted to City

The reports listed in this Attachment K are required at a minimum. The City has the right to request additional reports, to direct Contractor to modify format and layout, and to require that Contractor use existing City report formats. All report formats shall be approved by City and shall be submitted electronically (i.e. via e-mail attachment). Paper copies shall be made available upon request by the City. The reporting year shall be the Calendar Year (i.e. January 1st through December 31). City will work with Contractor during the first year of the Franchise Agreement to tailor and refine reporting formats to the City's desired level of detail.

Contractor shall provide, for all monthly, quarterly, and annual reports, a certification statement, under penalty of perjury, signed by the responsible corporate official, that the reports are true and correct.

#### **Monthly Reports**

Monthly reports shall include a Year-To-Date summary. Monthly reports shall be submitted within twenty-five (25) calendar days after the end of each month for information on preceding months, beginning with the report for January 2019, which shall be submitted no later than February 25, 2019. The information listed may be combined into one or several reports and shall be the minimum reported:

1. Diversion Program(s) tonnage and goal summary listed by program and DPS Code.
2. Calculation of the Diversion rate achieved year-to-date.
3. Tons Collected and Diverted by Sector: Tons Collected and the Tons Diverted in the City using the characterization study-derived Diversion and Residue percentages as described in Attachment N. Tons Collected and Diverted shall be grouped by class of Customer (e.g. Commercial, Multi-family, Residential, Roll Off and Compactor Service, etc.) and also by each type of Collection service for each class of Customer, as described below:
  - Single Materials Recyclables Tons Collected and Diverted from Commercial, Multi-family, and Roll-off Customers
  - Single Stream Recyclable Materials Tons Collected and Diverted from Commercial, Multi-family, Roll-off, and Residential Customers
  - Food Scrap Tons collected from Commercial, Roll-off, and, if directed by the City, Multi-family and Residential Customers
  - Yard Trimmings Tons Collected and Diverted from Commercial, Multi-family, Roll-off, and Residential Customers
  - Co-collected Food Scraps and Yard Trimmings Tons Collected and Diverted from Commercial, Multi-family, Roll-off, and Residential Customers (if directed by the City)
  - MSW Tons Collected from Commercial, Multi-family, Roll-off, and Residential Customers
4. Tons Delivered to, and Diverted by, Processing Facilities: Report shall list the number of Tons that were delivered to, and Diverted by, each Compost Facility, Clean MRF, Construction and Demolition Debris Processing Facility, Anaerobic Digestion Facility, Bioengineered Feedstock Facility, and all other Processing Facilities used. Diversion

## ATTACHMENT K

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### Reports to be Submitted to City

rates shall be based upon the results of the characterization studies described in Attachment N.

5. All Materials Diverted by Contractor. Statement showing types of materials and quantities sold (in Tons).
6. Number of Tons of MSW Disposed during the month from both Contractor's Collection routes and Tons of Residue Disposed from each Processing Facility used by Contractor to process Recyclable Materials, Yard Trimmings, Food Scraps, Construction and Demolition Debris and all other materials Collected in City. The report shall include backup documentation showing how the Tons of Residue from each Facility were calculated and allocated to City. The report shall also include the name, telephone number and e-mail address of the contact person at each Processing Facility that the City can contact with questions about the allocations and/or reported Residue percentages and/or the number of Tons processed from City.
7. Narrative summary of problems encountered including scavenging, incidents of Contamination found during on-site field Container Contamination audits, including a listing of specific location addresses for each and actions taken with recommendations for the City, as appropriate.
8. An on-going listing of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" who, despite the Recycling Coordinators' adherence to the required implementation steps included in Attachment B, Section 3.3.6, still refuse to implement a State-mandated Diversion program. The listing shall include detailed information on all interactions with, and attempts to bring the Customer into compliance with state laws by implementing a Diversion program.
9. Summary of service complaints, with a description of the nature of the complaint and how it was resolved.
10. Summary, and type, of Customers that implemented Diversion services the previous month and/or cancelled service. The reasons for cancelled service must be provided with the report.
11. Recycling Coordinators' activity, tracked in a color-coded Red/Green Tracking Spreadsheet (Customers are shaded red to indicate non-compliance and shaded green to indicate compliance), showing individual interactions with businesses, including the date, a description of, and the nature of each outreach/contact effort; status of program implementation or educational efforts; issues with recycling such as Contamination or overflow; objections to implementing Diversion programs; individual compliance status with AB 341, AB 1826 and SB 1383; the Customer type (i.e. Commercial, Multi-family, Gated Development/HOA/Mobile Home Park with Centralized Bin Service, Food Service Establishment, City Account); and other information as directed by the City. The results from most recent on-site field Container Contamination audits, as described in Attachment N, shall also be included in the Red/Green Tracking Spreadsheet for each account and for each line of service used by each account. An example is included as Exhibit K.1. If the City directs the Contractor to use a third-party to assist with program implementation due to non-attainment of minimum implementation levels as described in

Article 14.11 of the Franchise Agreement, accounts that receive technical assistance from the third-party shall be tracked and color-coded as directed by the City. Accounts that are listed as "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" shall also be color-coded accordingly.

If implementation of a Residential source-separated Food Scrap program or of a Residential Co-Collection program for Yard Trimmings and Food Scraps is directed by City, Contractor shall record and report all the activities performed by the Recycling Coordinators to implement and maintain said Residential programs. All such activities shall be recorded and reported in the red/green tracking spreadsheets in a format approved by City.

12. The number of warning notices issued to Customers for Contamination and the account information associated with these notices pursuant to Section 5.7 of Attachment B.
13. Number of Commercial and Residential accounts for whom E-Waste and U-Waste pick-ups were provided.
14. Number of Commercial, Multi-Family, Residential, and public right-of-way Bulky Goods pick-ups.
15. A listing of all accounts, in Excel format, including:
  - a. Customer number
  - b. Customer name
  - c. Account type (Commercial, Multi-family, Gated Development/HOA/Mobile Home Park with Centralized Bin Service, Food Service Establishment, City Account)
  - d. Street address
  - e. Billing address
  - f. All service information, including
    - i. Line of service (i.e. MSW, Food Scraps, Recyclable Materials)
    - ii. Container inventory
    - iii. Container size
    - iv. Frequency of collection
    - v. Collection days
    - vi. Monthly rate collected
  - g. Service Contact name
  - h. Service Contact number
  - i. Billing Contact Name
  - j. Billing Contact Number
16. Number of Customers participating in Diversion programs provided by Contractor (i.e. Single Material Recyclables Collection Program, Single Stream Recyclable Materials Collection Program, Food Scraps Diversion Program, Composting Program, Anaerobic Digestion, Co-digestion, etc.). This section of the report must also include the total number of Containers (Bin, Carts, Split Bins, etc.) in use for Single Material Recycling, Single Stream Recyclables, Food Scrap Diversion, Composting, Anaerobic Digestion, Co-digestion, and MSW Collection/Disposal service.
17. Number of Residential accounts with Extra MSW pick-ups.

18. Number of Residential accounts participating in residential 'valet' service (i.e. back-yard/side-yard residential wheel-out service).
19. Inventory of Residential curbside Containers by size and stream
20. A summary table of AB 341, AB 1826 and SB 1383 compliance information by Customer type and by compliance tier, including the following items:
  - a. Total number of AB 341, AB 1826 and SB 1383 Customers serviced by the Contractor broken out by Customer type (i.e. Commercial, Multi-family, Gated Development/HOA's/Mobile Home Park with Centralized Bin service, Food Service Establishment, City accounts).
  - b. The total number of Customers that have a Single Stream and/or Single Material Recycling Program, Food Scrap Diversion Program, and/or Yard Trimmings/Wood Recycling provided by Contractor broken out by Customer type (i.e. Residential, Commercial, Multi-family, Gated Development/HOA/Mobile Home Park with Centralized Bin Service, Food Service Establishment, City Account).
  - c. The number of Customers with Contractor-documented internal Diversion programs that comply with AB 1826, AB 341 and SB 1383 broken out by Customer type (i.e. of Commercial, Multi-family, Gated Development/HOA/Mobile Home Park with Centralized Bin Service, Food Service Establishment, City Account).
  - d. The number of Customers that do not have an AB 341 and/or AB 1826 and/or SB 1383-compliant Diversion program(s) broken out by Customer type (i.e. Residential, Commercial, Multi-family, Gated Development/HOA/Mobile Home Park with Centralized Bin Service, Food Service Establishment, City Account).
  - e. The number of Customers that have refused service and have been placed on the listing of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance".
21. For the months when there is an HHW, Electronic Waste, Universal Waste drop-off event, information re: tonnage collected, participation levels, materials diverted, etc. The data shall be broken out in a manner that can be easily entered into CalRecycle's annual Form 303 online interface.
22. For the months when there is a community shred event, information re: tonnage collected, participation levels, materials diverted, etc.

### **Quarterly Reports**

Within 30 days after the completion of each quarter of the Calendar Year, Contractor shall submit a Quarterly Report, beginning with submittal of the Quarterly Report for the first quarter of 2019 on or before April 30, 2019. The report shall provide a quarterly summary of the monthly reports in addition to the following at a minimum:

1. Report of any Characterization Studies completed during the reporting quarter as described in Attachment N.
2. Copies of promotional and public education materials sent during the quarter.
3. A narrative description of problems encountered and actions taken, including efforts to deter and prevent Scavenging and Contamination of Recyclable Materials, Yard Trimmings/Wood, Food Scraps, and Construction and Demolition Debris. The narrative

is to include a description of Tons rejected for sale after processing (type of material, tonnage), reason for rejection, Contractor's actions taken to re-process the material and to locate alternative market(s) for the rejected materials, including information on the current location and status of the rejected materials.

4. Recycling sales revenue by type of material marketed on a gross and net basis.
5. Tons into each composting facility, Tons of final product sold and end-users/markets for finished compost.
6. Tons delivered to, and processed by the Anaerobic Digestion facility and Tons of Anaerobic Digestate produced; tons of Digestate composted and specific Tons delivered to which Composting Facility(ies) and end-uses and end-users of all Compost produced; disposition of Digestate at third party Composting Facility(ies) and end-uses and end-users of all Compost Produced; if approved by the City, the disposition of Digestate as land application, including Tons, locations, dates of delivery, depth of applications, and lab results for metals, pathogens, and all other required parameters per Title 14 CCR Section 17852(a)(24.5)(A) et seq. and per CDFA and USDA laws and regulations; and any other handling practices and/or destinations (e.g. small parcel land application, other, etc.) including tons where digestate was delivered.
7. A list and narrative description of monthly trainings held on prevention of spills of fluids from Collection vehicles, including employee group(s) trained, the trainer that presented each training and the topics covered.
8. Results of quarterly Residential, Multi-Family and Commercial Route Density Audits described in Attachment H.
9. Results of semi-annual Multi-Family and Commercial Sector-Specific Density On-Service Audits as described in Attachment H (if applicable).

### **Annual Reports**

On or before March 15, 2020, and on or before the same date in all subsequent years of the Term, Contractor shall submit to the City a written year-end Annual Report, in a form approved by the City. The annual report shall include information as to timely compliance with Contractor's Diversion obligations and MSW Collection and the following information for the Calendar Year then ending:

1. Annual Diversion Rate Achieved as identified in Article 6 of the Contract.
2. Annual AB 341, AB 1826 and SB 1383 compliance status report, with a detailed work plan to meet minimum performance standards in Section 14.11 of the Franchise Agreement and for earning of extension(s) set forth in Article 6 of the Agreement.
3. A report of the previous Calendar Year's activities in the City, including a cumulative summary of the Monthly and Quarterly Reports, and information and statistics with respect to City's compliance with the Act.

4. A complete inventory of equipment used to provide all services (including vehicles and Containers by size and material or waste stream type).
5. Number of routes, type of route, and route hours per day.
6. Number of accounts and Cart and Bin information as requested in the Monthly reports.
7. Changes in Solid Waste management and Recycling/Diversion efforts, including projections and proposed implementation dates and costs, recommended by Contractor and recommended amendments to the City's Source Reduction and Recycling Element based on developments in technology or additional Diversion opportunities identified by Contractor. Contractor's recommendations with respect to compliance with the Act and other Diversion requirements shall state the specific requirement that the implementation of the recommendation(s) is intended to satisfy.
8. Total number of Customers that used special collection programs, including number of Residential, Commercial, Multi-family, and City Customers that requested Bulky item Collection, E-Waste Collection, U-Waste Collection, and Freon Collection.

Exhibit K.1. Example of Red/Green Tracking Spreadsheet Account Listing

COMMERCIAL ACCOUNTS													
CCYCLE	CCUST#	CSLNAM	ADDRESS	CSCITY	PHONE NUMBER	BQTY	BSIZE	BTQTY	YDS/WEEK	BCHG	ACCT NOTES/SITE VISIT DATES	AB341 QLTY	AB341 CMPLT
C1	21117					1	3	3	9 CB		they have a paper recycling comp but open to adding a mixed recyclable bin	y	n
C1	17661					4	3	4	48 CB			12.8	y
C1	18779					1	3	2	6 CB				n
C1	17713					1	3	2	6 CB			y	n
C1	17691					1	3	2	6 CB		they share their recycling bin with the other building they have next door	y	n
C1	18304					1	3	3	9 CB			y	n
C1	17597					1	4	3	12 CB		12/28 site check. Left VM with pm	y	n
C1	20705					1	4	2	8 CB		12-29 ab341 site check	y	n
C1	23571					1	4	2	8 CB		12/28 site check. f/u with acct	y	n
C1	18013					1	3	2	6 CB			y	n
C1	17413					1	3	2	6 CB		currently they leave c/b out and a guy comes to collect it. Left a quote for a split bin.	y	n
C1	19548					1	3	2	6 CB		12-29 site check	y	n
C1	17791					1	3	2	6 CB		site check 12-29 - left proposal for split bin	y	n
C1	17558					1	3	2	6 CB		site check 12/28 f/u	y	n
C1	17316					1	2	3	6 CB		they have a customer built enc for 2yd bin. Nowhere to put a recyclable bin. Need to figure out	y	n
C1	33031					1	2	3	6 CB		solid recy for 1/16	y	n
C1	17715					1	3	2	6 CB		site check 12-29 - left proposal for split bin	y	n
C1	17497					3	3	2	6 CB		site check 12-29 - left proposal for split bin	y	n
C1	17627					1	3	2	6 CB		site check 12-29 f/u with dana	y	n
C1	17899					1	3	2	6 CB		dist site check 12/27. f/u with pm	y	n
C1	17854					1	3	2	6 CB		site check 12/28	y	n
C1	17995					1	3	2	6 CB			y	n